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PROJECT NO. 35077

INFORMATIONAL FILING OF §
ERCOT INTERCONNECTION §
AGREEMENTS PURSUANT TO §
SUBST. R. §25.195(e) §

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AMENDMENT NO. 1 TO THE ERCOT
STANDARD GENERATION INTERCONNECTION AGREEMENT
BETWEEN BRAZOS ELECTRIC POWER COOPERATIVE, INC.
AND WINDTHORST-2, LLC

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Attorney for Brazos Electric Power Cooperative, Inc.

SEPTEMBER 20, 2013

**AMENDMENT NO. 1 TO
INTERCONNECTION AGREEMENT
DATED AUGUST 15, 2013**

This Amendment No. 1, dated as of September 13 2013, ("Amendment No. 1") amends the Standard Generation Interconnection Agreement between Brazos Electric Power Cooperative, Inc. ("Brazos Electric") and Windthorst-2, LLC ("Windthorst-2") dated as of August 15, 2013, (the "Agreement"). Brazos Electric and Windthorst-2 are hereinafter individually referred to as "Party," and collectively referred to as the "Parties". Capitalized terms used in this Amendment No. 1 and not otherwise defined herein shall have the meanings specified for such terms in the Agreement.

In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree as follows:

1. Exhibit "C" of the Agreement shall be amended as follows: The text in Section 4 shall be deleted and replaced "Nominal 67.62 MW total Plant capacity comprised of multiple wind turbines."
2. Each Party hereby represents and warrants to the other Party hereto that the execution, delivery and performance hereof by it are within its corporate powers, and have been duly authorized by all necessary corporate or other action and that this Amendment No. 1 constitutes its legal, valid and binding obligation.
3. Except as otherwise expressly provided for herein, the Agreement shall continue in full force and effect in accordance with its terms. This Amendment No. 1 constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communications and prior writings (except as otherwise provided herein) with respect thereto.
4. This Amendment No. 1 will be governed by and construed in accordance with the laws of the State of Texas (without reference to choice of law doctrine).
5. This Amendment No. 1 may be executed and delivered in counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed effective as of the date set forth above.

Brazos Electric Power Cooperative, Inc.

By: Clifton B. Karnei
Clifton B. Karnei DA 94

Title: Executive Vice President &
General Manager

Windthorst-2, LLC

By: Robert L. Crowell

Title: Authorized Representative