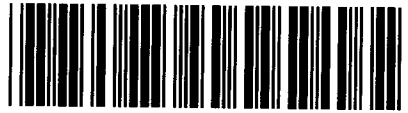


Control Number: 35077



Item Number: 406

Addendum StartPage: 0

WIND ENERGY TRANSMISSION TEXAS, LLC

WETT

2013 OCT 11 AM 10:44
PUBLIC UTILITY COMMISSION OF TEXAS

October 10, 2013

Filing Clerk
Public Utility Commission of Texas
1701 Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

Re: Project No./Docket No. 35077—Wind Energy Transmission Texas, LLC’s Generation Interconnection Agreement Filing Pursuant to PUCT Substantive Rule 25.195(e)

Attached, please find the Second Amendment To Generation Interconnection Agreement (the “Second Amendment”) between Wind Energy Transmission Texas, LLC (“WETT”) and Stephens Ranch Wind Energy, LLC (“SRWE”), dated October 4, 2013, for filing at the Public Utility Commission of Texas (“PUCT”) pursuant to Substantive Rule 25.195(e).

WETT and SRWE entered into that certain Generation Interconnection Agreement dated as of March 26, 2012 (the “Agreement”) and filed the Agreement with the PUCT on March 30, 2012. WETT and SRWE subsequently entered into that certain First Amendment To Generation Interconnection Agreement (the “First Amendment”) dated as of September 28, 2012 and filed the First Amendment with the PUCT on October 2, 2012.

The attached Second Amendment does not create any deviations from the Standard Generation Interconnection Agreement. The Second Amendment only alters certain details included in the exhibits to the Agreement, specifically Exhibit “B” Time Schedule, Exhibit “C” Interconnection Details, and Exhibit “D” Notice and EFT Information of the Generation Interconnection Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: 
Patrick Burnett, Contracts Manager

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**SECOND AMENDMENT TO GENERATION
INTERCONNECTION AGREEMENT**

This Second Amendment To Generation Interconnection Agreement (this "Second Amendment") between Wind Energy Transmission Texas, LLC (the "Transmission Service Provider" or "TSP") and Stephens Ranch Wind Energy, LLC (the "Generator") is made as of October 4, 2013 by and between TSP and Generator.

RECITALS:

WHEREAS, TSP and Generator entered into that certain Generation Interconnection Agreement dated as of March 26, 2012 (the "Original GIA"); and

WHEREAS, TSP and Generator subsequently entered into that certain First Amendment To Generation Interconnection Agreement dated as of September 28, 2012 (the "First Amendment"); and

WHEREAS, TSP and Generator desire to amend the Original GIA, as amended by the First Amendment (hereinafter the "Amended GIA"), as more fully described herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

AGREEMENT:

1. Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Amended GIA.

2. Exhibit B of the Amended GIA is hereby amended by replacing the In-Service Date, Scheduled Trial Operation Date, and Scheduled Commercial Operation Date with the following:

In-Service Date:

Phase I: 118 units (200.6 MW), August 1, 2014
Phase II: 104 units (176.8 MW), September 1, 2014

Scheduled Trial Operation Date:

Phase I: 118 units (200.6 MW), September 1, 2014
Phase II: 104 units (176.8 MW), October 1, 2014

Scheduled Commercial Operation Date:

Phase I: 118 units (200.6 MW), October 5, 2014
Phase II: 104 units (176.8 MW), November 5, 2014

3. Section 4 of Exhibit "C" Interconnection Details of the Amended GIA is hereby replaced in its entirety with the following:

"4. Number and Size of Generating Units: Nominal 377.4 MW aggregate Plant capacity comprised of a two-phased project installation equal to a total of 222 units @ 1.7 MW each, as follows:

Phase 1: 118 units @ 1.7 MW each for a total of 200.6 MW.
Phase 2: 104 units @ 1.7 MW each for a total of 176.8 MW.

The Parties acknowledge the decrease in turbine count from 233 GE 1.62 MW Wind Turbines (for a total 377.46 MW) to 222 GE 1.7 MW Wind Turbines (for a total of 377.4 MW).

Generator represents that (1) from an interconnection perspective, there is no difference between the capabilities of the GE 1.62 MW Wind Turbine and the GE 1.7 MW Wind Turbine; and (2) both such Wind Turbines have the same electrical architecture (doubly fed asynchronous) and the same capabilities in terms of ride through, reactive power, frequency response, etc.

Because the total MW of the aggregate project remains materially unchanged at 377.4 MW, the Parties agree and acknowledge the impact of the two-phased project installation and Wind Turbine changes would not change the findings of any studies performed to date, and Generator does not expect any above-described changes create any requirement for any restudy by either ERCOT or the TSP."

4. Section 8 of Exhibit "C" Interconnection Details of the Amended GIA is hereby amended and revised such that the "attached one-line diagram" identified in the first full sentence is removed and replaced with the one-line diagram attached hereto as "Exhibit C1 (One-Line Diagram)".

5. Sections (a)-(d) of Exhibit "D" TSP Contact Information of the Amended GIA is hereby amended by replacing "Suite 150" in each instance with "Suite 400."

6. Sections (a)-(d) of Exhibit "D" Generator Contact Information of the Amended GIA is hereby amended and replaced in each instance as follows:

“If to Generator:

STEPHENS RANCH WIND ENERGY, LLC
Attn: Himanshu Saxena
Starwood Energy Group Global, LLC
591 West Putnam Avenue
Greenwich, CT 06830
203-422-7878
hsaxena@starwood.com”

7. This Second Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

8. This Second Amendment is governed by and shall be construed in accordance with the internal laws of the state of Texas, including the then effective rules and regulations promulgated by the Public Utility Commission of Texas but excluding any conflict of law rule or principle that might refer the governance or construction of this Second Amendment to the law of another jurisdiction.

9. If any provision of this Second Amendment is held to be unenforceable, this Second Amendment shall be considered divisible, and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Second Amendment shall remain in full force and effect; provided, however, that, if any provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

10. This Second Amendment shall become effective when it shall have been executed by the Parties. Delivery of an executed counterpart of a signature page to this Second Amendment by facsimile or other electronic delivery shall be effective as delivery of a manually executed counterpart of this Agreement.

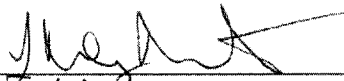
[SIGNATURE PAGE FOLLOWS.]

**SIGNATURE PAGE TO
SECOND AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT**

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first written above.

TRANSMISSION SERVICE PROVIDER:

WIND ENERGY TRANSMISSION TEXAS, LLC

By: 
Name: Wayne Norton
Title: General Manager
Date: Oct 7, 2013

GENERATOR:

STEPHENS RANCH WIND ENERGY, LLC

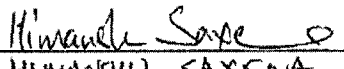
By: 
Name: HIMANSHU SAXENA
Title: Managing Director
Date: Oct 7, 2013

Exhibit C1
One-Line Diagram

[ATTACHED]

Stephens Ranch Wind
 Energy Project 377 MW
 Interconnection Diagram
 09/20/2013

