



Control Number: 35077



Item Number: 422

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WIND ENERGY TRANSMISSION TEXAS, LLC

WETT

2013 DEC 18 AM 9:58

December 17, 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 Third Amendment To Generation Interconnection Agreement (the "Third Amendment") between Wind Energy Transmission Texas, LLC ("WETT") and Stephens Ranch Wind Energy, LLC ("SRWE"), dated December 9, 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. WETT and SRWE subsequently entered into that certain Second Amendment to Generation Interconnection Agreement (the "Second Amendment") dated as of October 4, 2013 and filed with the PUCT on October 11, 2013.

The attached Third Amendment does not create any deviations from the Standard Generation Interconnection Agreement. The Third Amendment only alters certain details included in the exhibits to the Agreement, specifically Exhibit "B" Time Schedule and Exhibit "C" Interconnection Details of the Generation Interconnection Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: Patrick Burnett
Patrick Burnett, Contracts Manager

THIRD AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT

This Third Amendment To Generation Interconnection Agreement (this "Third 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 December 9, 2013 by and between TSP and Generator (jointly, the "Parties").

RECITALS:

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

WHEREAS, the Parties subsequently entered into that certain First Amendment To Generation Interconnection Agreement dated as of September 28, 2012 (the "First Amendment"), and that certain Second Amendment To Generation Interconnection Agreement dated as of October 4, 2013 (the "Second Amendment"); and

WHEREAS, TSP and Generator desire to amend the Original GIA, as amended by the First Amendment and the Second 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 (211.2 MW), August 1, 2014
Phase II: 92 units (164.7 MW), September 1, 2014

Scheduled Trial Operation Date:

Phase I: 118 units (211.2 MW), September 1, 2014
Phase II: 92 units (164.7 MW), October 1, 2014

Scheduled Commercial Operation Date:

Phase I: 118 units (211.2 MW), October 5, 2014
Phase II: 92 units (164.7 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 375.9 MW aggregate Plant capacity comprised of a two-phased project installation equal to a total of 210 units @ 1.79 MW each, as follows:

Phase 1: 118 units @ 1.79 MW each for a total of 211.2 MW.
Phase 2: 92 units @ 1.79 MW each for a total of 164.7 MW.

The Parties acknowledge the decrease in turbine count from 233 GE 1.62 MW Wind Turbines (for a total 377.46 MW) to 210 GE 1.79 MW Wind Turbines (for a total of 375.9 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 1.79 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 375.9 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 5 of Exhibit "C" Interconnection Details of the Amended GIA is hereby replaced in its entirety with the following:

"5. Type of Generating Unit: GE 1.79 MW Wind Turbines"

5. Except as amended by this Third Amendment, the terms and conditions of the Amended GIA are unaffected and remain in full force and effect.

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

7. This Third 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 Third Amendment to the law of another jurisdiction.

8. If any provision of this Third Amendment is held to be unenforceable, this Third 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 Third 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.

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

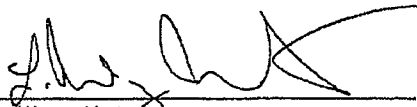
[SIGNATURE PAGE FOLLOWS.]

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

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

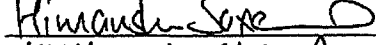
TRANSMISSION SERVICE PROVIDER:

WIND ENERGY TRANSMISSION TEXAS, LLC

By:	
Name:	<u>L. Wayne Norton</u>
Title:	<u>General Manager</u>
Date:	<u>December 10, 2013</u>

GENERATOR:

STEPHENS RANCH WIND ENERGY, LLC

By:	
Name:	<u>HIMANSHU SAXENA</u>
Title:	<u>Managing Director</u>
Date:	<u>Dec 10, 2013</u>