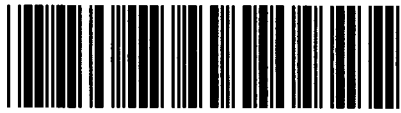


Control Number: 35077



Item Number: 427

Addendum StartPage: 0

WIND ENERGY TRANSMISSION TEXAS, LLC

WETT

2013 DEC 31 AM 11:37

PUBL. FILING CLERK

December 31, 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 First Amendment To Generation Interconnection Agreement (the "Amendment") between Wind Energy Transmission Texas, LLC ("WETT") and Mesquite Creek Wind LLC ("Mesquite Creek"), last executed by the parties on December 27, 2013, for filing at the Public Utility Commission of Texas ("PUCT") pursuant to Substantive Rule 25.195(e).

WETT and Mesquite Creek entered into that certain Generation Interconnection Agreement dated as of September 17, 2012 (the "Agreement") and filed the Agreement with the PUCT on September 27, 2012.

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

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: 
Patrick Burnett, Contracts Manager

FIRST AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT

This First Amendment To Generation Interconnection Agreement (this "Amendment") between Wind Energy Transmission Texas, LLC (the "Transmission Service Provider" or "TSP") and Mesquite Creek Wind LLC (the "Generator") is made to be effective as of December 13, 2013 (the "Effective Date") by and between TSP and Generator (each hereinafter individually referred to as "Party," and collectively referred to as "Parties").

RECITALS:

WHEREAS, TSP and Generator entered into that certain Generation Interconnection Agreement dated as of September 17, 2012 (the "Original GIA"); and

WHEREAS, TSP and Generator desire to amend the Original 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. All capitalized terms used herein and not otherwise defined have the same meaning as those used in the Original GIA.
2. Exhibit "B" Time Schedule of the Original GIA is hereby replaced in its entirety with the Exhibit "B" Time Schedule attached to this Amendment.
3. Section 4 of Exhibit "C" Interconnection Details of the Original GIA is hereby replaced in its entirety with the following:

4. Number and Size of Generating Units:

147 units 1.7 MW each

Generator represents that (1) from an interconnection perspective, there is no material difference between the capabilities of the GE 1.5 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 materially the same capabilities in terms of ride through, reactive power, frequency response, etc. Because the total MW of the project remains materially unchanged at 249.9 MW, and because both ERCOT and WETT have modeled 09INR0051 as one equivalent machine with its rating equivalent to the wind farm total plant, Generator does not expect the above Wind Turbine changes to create any requirement for any restudy at either ERCOT or WETT.

4. Section 5 of Exhibit "C" Interconnection Details of the Original GIA is hereby replaced in its entirety with the following:

5. Type of Generating Unit:
Unit 1: GE 1.7 MW

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

6. Section 1 of Exhibit "E" Security Arrangement Details of the Original GIA is hereby replaced in its entirety with the following:

1. As a condition to TSP's obligation to plan, license, engineer, design, and procure equipment and materials in relation to the TIF, Generator will provide a financial security in an amount totaling Three Hundred Thousand Dollars (\$300,000) as required pursuant to Section 8.3 of this Agreement. As a condition to TSP's obligation to construct the TIF, Generator will provide an additional financial security (both financial securities in this Section 1 are collectively referred to as the "Security") in an amount totaling One Million, Two Hundred Sixty-Nine Thousand, Sixteen Dollars (\$1,269,016) as required pursuant to Section 8.3 of this Agreement. The Financial Security may be provided either as (a) a corporate guaranty substantially in the form of Exhibit "E-1" hereto or otherwise acceptable to TSP, (b) a letter of credit substantially in the form of Exhibit "E-2" hereto or otherwise acceptable to TSP (an "LC"), or (c) another form of collateral security reasonably acceptable to TSP. Such Security shall be provided by the dates set forth in Exhibit "B".

7. Section 2 of Exhibit "E" Security Arrangement Details of the Original GIA is hereby replaced in its entirety with the following:

2. The Parties acknowledge and agree that the amount of the Security listed above was calculated based on the applicable information available as of the Effective Date of the Amendment. If TSP reasonably determines after the Effective Date of the Amendment that the actual costs to be incurred (or committed to be incurred) by TSP in planning, licensing, engineering, designing, procuring equipment and materials, and/or constructing the TIF will exceed the amount of the Security listed above and/or will be required prior to the dates set forth in Exhibit "B" (as amended by the Amendment), TSP may notify Generator that additional Security is required and/or the accelerated dates by which the additional Security is required. Together with such notice, TSP will provide Generator with relevant documentation supporting TSP's determinations. Generator shall provide such additional

Security by the dates set forth in TSP's notice as a condition of TSP's further performance under this Agreement.

8. Except as amended by this Amendment, the terms and conditions of the Original GIA are unaffected and remain in full force and effect, and the Parties further acknowledge and agree that all obligations of each Party required to be performed by such Party as of the date that the Parties have executed this Amendment have been fully performed.

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

10. This 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 Amendment to the law of another jurisdiction.

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

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

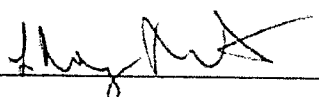
[SIGNATURE PAGE FOLLOWS.]

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

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

TRANSMISSION SERVICE PROVIDER:

WIND ENERGY TRANSMISSION TEXAS, LLC

By 

Name: L. Wayne Morton

Title: General Manager

Date: December 27, 2013

GENERATOR:

MESQUITE CREEK WIND LLC

By: _____

Name: William Cannon

Title: _____

Date: _____

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

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

TRANSMISSION SERVICE PROVIDER:

WIND ENERGY TRANSMISSION TEXAS, LLC

By: _____
Name: L. Wayne Morton
Title: General Manager
Date: _____

GENERATOR:

MESQUITE CREEK WIND LLC

By: William Cannon
Name: William Cannon
Title: President
Date: 12-17-2013

Exhibit "B"
Time Schedule

Interconnection Option chosen by Generator (check one): ✓ Section 4.1.A. or Section 4.1.B.

Date by which Generator must provide notice to proceed with design and procurement and provide security, as specified in Section 4.2 so that TSP may maintain schedule to meet the In-Service Date: **12/27/13**

Date by which Generator must provide notice to commence construction and provide security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **3/15/14**

In - Service Date(s): **11/30/14**

Scheduled Trial Operation Date: **12/31/14**

Scheduled Commercial Operation Date: **03/31/15**

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the date and time of this Exhibit "B." The Parties acknowledge and agree that the Generator's failure to fulfill the conditions under Section 4.2 and Section 4.3 in a timely fashion in accordance with the dates set forth in this Exhibit "B" will result in adjustments to the Scheduled Trial Operation Date, Scheduled Commercial Operation Date, and In-Service Date and may cause the need for additional or revised studies to be performed or other reasonably related conditions or obligations to be fulfilled. The Parties further acknowledge and agree that ERCOT may require additional studies at any time due to changing system conditions or otherwise and that this Agreement is subject to revision as necessary based on the outcome of any such additional studies.

Generator acknowledges and agrees that the dates set forth in this Exhibit "B" were established based on the circumstances of Generator being the next-in-line entity attempting to interconnect its generating facilities to TSP's TIF, and that such dates are subject to change in the event a third party generator desiring to interconnect said third party generator's generating facilities to TSP's TIF (an "Intervening Generator") provides the applicable notice to proceed and security with respect to the Intervening Generator's interconnection prior to TSP having received from Generator Generator's notice to proceed and security as specified in both Section 4.2 and Section 4.3; provided that upon TSP's receipt of Generator's notice to proceed and security as specified in Section 4.2, Generator will continue in its then current priority position with respect to interconnecting its generating facilities to TSP's TIF over any Intervening Generator, subject to TSP's receipt of Generator's notice to proceed and security as specified in Section 4.3 by the dates set forth in Exhibit "B".

Generator acknowledges and agrees that the activities of an Intervening Generator that provides the applicable notice to proceed and security as described in the paragraph above may result in the need for additional studies and/or restudies, that such additional studies and/or restudies may result in a change in the number of days needed for TSP to design, procure, and construct the

TIF, and that any such changes may require changes to one or more dates set forth in this Exhibit "B." Generator further acknowledges and agrees that any such additional studies and/or restudies may also result in changes to the financial security amounts set forth in Exhibit "E."