



Control Number: 35077



Item Number: 474

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WIND ENERGY TRANSMISSION TEXAS, LLC

WETT

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PUBLIC UTILITY COMMISSION
FILING CLERK

September 15, 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 (Phase 1) (the "Amendment") between Wind Energy Transmission Texas, LLC ("WETT") and Rattlesnake Wind I LLC, formerly known as CPV Rattlesnake Den Renewable Energy Company, LLC ("Rattlesnake"), dated as of August 18, 2014 and last executed on September 10, 2014, for filing at the Public Utility Commission of Texas ("PUCT") pursuant to Substantive Rule 25.195(e).

WETT and Rattlesnake entered into that certain Generation Interconnection Agreement with respect to Rattlesnake's Phase 1 Plant dated as of June 28, 2013 (the "Agreement") and filed the Agreement with the PUCT on July 9, 2013.

The attached Amendment does not create any deviations from the Standard Generation Interconnection Agreement. The Amendment only amends the definition of "Generator" in the first paragraph of the Agreement to reflect Rattlesnake's change in name, and it alters certain details included in the exhibits to the Agreement, specifically Exhibit "B" Time Schedule, Exhibit "C" Interconnection Details and Exhibit "D" Generator Contact Information of the Generation Interconnection Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: Patrick Burnett
Patrick Burnett, Contracts Manager

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**FIRST AMENDMENT TO
GENERATION INTERCONNECTION AGREEMENT
(Phase 1)**

This First Amendment To Generation Interconnection Agreement (this "First Amendment") between Wind Energy Transmission Texas, LLC (the "Transmission Service Provider" or "TSP") and Rattlesnake Wind I LLC, formerly known as CPV Rattlesnake Den Renewable Energy Company, LLC (the "Generator") is made as of August 18, 2014 by and between TSP and Generator (jointly, the "Parties").

RECITALS:

WHEREAS, the Parties entered into that certain Generation Interconnection Agreement with respect to the Generator's Phase 1 Plant dated as of June 28, 2013 (the "Original GIA");

WHEREAS, the Generator provided notice to proceed with the design, procurement, and construction of the TIF by letter dated October 15, 2013;

WHEREAS, the Generator further provided the Security required in Exhibit "E" Security Arrangement Details of the Original GIA through a combination of an Irrevocable Standby Letter of Credit with a Date of Issuance of October 15, 2013 and a Guaranty executed as of October 16, 2013;

WHEREAS, following delivery of the notice to proceed and the Security as described above, the Generator instructed the TSP by letter dated December 4, 2013 to suspend all current work and procurement of major equipment associated with the Original GIA;

WHEREAS, the Generator has subsequently decided to restart development of the project described in the Original GIA and has had discussions with the TSP regarding same; and

WHEREAS, TSP and Generator now 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. Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Original GIA.

2. The definition of "Generator" in the first paragraph of the Original GIA is hereby amended by replacing "CPV Rattlesnake Den Renewable Energy Company, LLC" with "Rattlesnake Wind I LLC." Further, all references in the Original GIA to "CPV Rattlesnake Den Renewable Energy Company, LLC" are hereby replaced with "Rattlesnake Wind I LLC."

Generator represents and warrants that the change in name reflected in this Section 2 of this Amendment is a change in name only that was effected by the filing of a Certificate of Amendment with the Secretary of State of Delaware on July 7, 2014, to change the name of the entity from "CPV Rattlesnake Den Renewable Energy Company, LLC" to "Rattlesnake Wind I LLC."

3. Exhibit "B" Time Schedule of the Original GIA is hereby amended by replacing both the "notice to proceed with design and procurement" and the "notice to commence construction" dates with "July 3, 2014." The Generator acknowledges and agrees that this additional notice to proceed is necessary given that the Generator's initial notice to proceed with the design, procurement, and construction of the TIF by letter dated October 15, 2013 was suspended by Generator's letter dated December 4, 2013 instructing the TSP to suspend all work and procurement of major equipment associated with the Original GIA.

4. Exhibit "B" Time Schedule of the Original GIA is hereby further amended by replacing the In-Service Date, Scheduled Trial Operation Date, and Scheduled Commercial Operation Date with the following:

"In - Service Date(s): July 31, 2015

Scheduled Trial Operation Date: August 15, 2015

Scheduled Commercial Operation Date: September 1, 2015"

5. 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:

118	1.79 MW	211.22 MW
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Generator represents that (1) from an interconnection perspective, there is no material difference between the capabilities of the GE 1.7 MW Wind Turbine and the GE 1.79 MW Wind Turbine; and (2) both such Wind Turbines have the same dynamic capability and 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 211.22 MW, Generator does not expect the above-described Wind Turbine changes to either change the findings of any studies performed to date or create any requirement for any restudy at either ERCOT or WETT.

6. 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

GE 1.79 MW

7. Section (a) of Exhibit "D" Generator Contact Information of the Original GIA is hereby amended and replaced as follows:

"If to Generator:

Company Name: Rattlesnake Wind I LLC
ICC Manager or Control Room Operator
1920 Springer Drive
Lombard, IL, 60148
24 Hour Telephone (312) 582-1588 (Control Room Operator)
Operational/Confirmation Fax (630) 424-0763
E-mail icc@invenergyllc.com"

Section (b) of Exhibit "D" Generator Contact Information of the Original GIA is hereby amended and replaced as follows:

"If to Generator:

Company Name: Rattlesnake Wind I LLC
Attn: Asset Manager
One South Wacker Drive, Suite 1900
Chicago, IL, 60606
Phone: (312) 582-1533
Fax: (312) 506-1455
E-mail: dazari@invenergyllc.com"

Sections (c)-(d) of Exhibit "D" Generator Contact Information of the Original GIA is hereby amended and replaced as follows:

"If to Generator:

Company Name: Rattlesnake Wind I LLC
Attn: Asset Manager
One South Wacker Drive, Suite 1900
Chicago, IL, 60606
Phone: (312) 582-1533
E-mail: dazari@invenergyllc.com"

8. Except as amended by this First Amendment, the terms and conditions of the Original GIA are unaffected and remain in full force and effect.

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

10. This First 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 First Amendment to the law of another jurisdiction.

11. If any provision of this First Amendment is held to be unenforceable, this First 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 First 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 First Amendment shall become effective when it shall have been executed by the Parties. Delivery of an executed counterpart of a signature page to this First 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
FIRST AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT
(Phase 1)**

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

TRANSMISSION SERVICE PROVIDER:

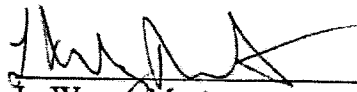
WIND ENERGY TRANSMISSION TEXAS, LLC

By:

Name:

Title:

Date:


L. Wayne Morton
General Manager
Sept. 10, 2014

GENERATOR:

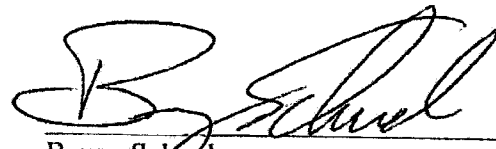
RATTLESNAKE WIND I LLC

By:

Name:

Title:

Date:


Bryan Schueler
Senior Vice President



Reviewed
by SBD