

Control Number: 35077



Item Number: 499

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WIND ENERGY TRANSMISSION TEXAS, LLC

**WETT**

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PUBLIC UTILITY COMMISSION  
FILING CLERK

October 30, 2014

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 Mesquite Creek Wind LLC ("Mesquite Creek"), dated as of October 29, 2014, 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. WETT and Mesquite Creek subsequently entered into that certain First Amendment To Generation Interconnection Agreement (the "First Amendment"), dated as of December 13, 2013, and filed the First Amendment with the PUCT on December 31, 2013.

The attached Second Amendment does not create any deviations from the Standard Generation Interconnection Agreement. The Second Amendment only amends certain details included in an exhibit to the Agreement, specifically Exhibit "C" Interconnection Details.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: Patrick Burnett  
Patrick Burnett, Contracts Manager

**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 Mesquite Creek Wind LLC (the "Generator") is made as of October 27, 2014 by and between TSP and Generator (jointly, the "Parties").

**RECITALS:**

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

WHEREAS, the Parties subsequently entered into that certain First Amendment To Generation Interconnection Agreement dated as of December 13, 2013 (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. 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:**

118 units 1.79 MW each

Generator represents that (1) from an interconnection perspective, there is no material difference between the capabilities of the GE 1.79 MW Wind Turbine and the GE 1.7 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 is decreased (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.

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

**5. Type of Generating Units**

GE 1.7-100 Turbines {1.79 MW each}

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

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

6. 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.

7. 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.

8. 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.

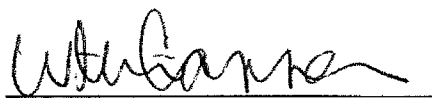
**TRANSMISSION SERVICE PROVIDER:**

**WIND ENERGY TRANSMISSION TEXAS, LLC**

By:   
Name: L. Wayne Morton  
Title: General Manager  
Date: October 29, 2014

**GENERATOR:**

**MESQUITE CREEK WIND LLC**

By:   
Name: William Cannon  
Title: President  
Date: October 16, 2014