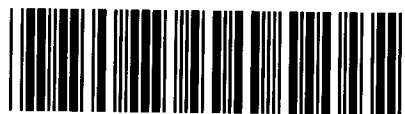




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PUBLIC UTILITY COMMISSION
FILING CLERK

March 4, 2016

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 "First Amendment") between Wind Energy Transmission Texas, LLC ("WETT") and Wake Wind Energy LLC ("Wake Wind"), dated as of March 3, 2016, for filing at the Public Utility Commission of Texas ("PUCT") pursuant to Substantive Rule 25.195(e).

WETT and Wake Wind entered into that certain Generation Interconnection Agreement dated as of February 28, 2014 (the "Agreement") and filed the Agreement with the PUCT on March 21, 2014.

The attached First Amendment amends certain details included in 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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**FIRST AMENDMENT TO
GENERATION INTERCONNECTION AGREEMENT**

This First Amendment To Generation Interconnection Agreement (this "First Amendment") between Wind Energy Transmission Texas, LLC (the "Transmission Service Provider" or "TSP") and Wake Wind Energy LLC (the "Generator") is made as of March 3, 2016 by and between TSP and Generator (jointly, the "Parties").

RECITALS:

WHEREAS, the Parties entered into that certain Generation Interconnection Agreement dated as of February 28, 2014 (the "Original GIA");

WHEREAS, TSP and Generator desire to amend the Original GIA as more fully described herein; and

WHEREAS, TSP has agreed to additional conditions in exchange for Generator agreeing to the amendments contained 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.

AMENDMENTS

2. Exhibit "B" Time Schedule of the Original 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(s): 06/23/15

Scheduled Trial Operation Date: 06/24/15

Scheduled Commercial Operation Date: 10/30/15"

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: 150 units, 1.715 MW
each

Generator represents that (1) from an interconnection perspective, there is no material difference between the capabilities of the GE 1.75 MW Wind Turbine and the GE 1.715 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 output of the project has decreased by 42 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 TSP."

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: GE 1.715 MW"

5. Exhibit "D" Notice and EFT Information of the Generation Interconnection Agreement of the Original GIA is hereby amended as follows:

a. The "If to Generator" notice information under Section (a) is replaced in its entirety with the following:

Company Name: Wake Wind Energy LLC
Invenergy Control Center
One South Wacker Drive, Suite 1800
Chicago, IL 60606
24 Hour Telephone (312) 582-1588 (Control Room Operator)
Operational/Confirmation Fax (312) 224-1444
E-mail icc@invenergyllc.com

b. The Generator's Suite number in Sections (b) and (c) is changed from "1900" to "1800."

CONDITIONS

6. Reporting Requirements. In consideration for, and as a condition of, the limited schedule relief granted herein, Generator agrees to provide project and schedule updates to TSP no less frequently than monthly through the Scheduled Commercial Operation Date and in form and substance substantially similar to the monthly project reports Generator receives from its project manager. In addition to, and without limiting the foregoing, Generator agrees to promptly provide reasonably detailed notices to TSP through the Scheduled Commercial Operation Date of any event the occurrence of which would reasonably be expected to have a material impact on the project schedule for the completion and interconnection of Generator's Plant.

7. Security. Notwithstanding (i) anything in the Original GIA or this First Amendment to the contrary or (ii) the limited schedule relief granted herein, Generator acknowledges and agrees to be bound by Generator's continuing obligation to provide and maintain security in accordance with Section 8.3 of Exhibit "A" Terms and Conditions of the Generation Interconnection Agreement.

8. Effect of Failure to Meet Conditions. In the event Generator fails at any point in time to satisfy the conditions under Section 6 or Section 7 of this First Amendment, TSP may, without waiving any other rights available to TSP, terminate the Original GIA as amended by this First Amendment immediately upon notice and retain as much of the security as is required to cover the costs TSP incurred in planning, licensing, procuring equipment and materials, and constructing the TIF, provided that Generator shall have one (1) (and only one (1)) opportunity prior to the Scheduled Commercial Operation Date to prevent such termination by curing any breach of the conditions under Section 6 of this First Amendment within thirty (30) days of notice of such breach from TSP. Upon any termination pursuant to this Section 8, Generator further agrees to (i) terminate any easement rights Generator may have over TSP's property and execute and deliver to TSP any documents necessary for such purpose, including without limitation an abandonment and release of such easement rights on such form as required by TSP and (ii) promptly, and in any event within sixty (60) days of termination, remove all of Generator's facilities and equipment from TSP's property, it being understood that if Generator fails to do so TSP may keep or dispose of such facilities and equipment (including without limitation by selling same at TSP's election), without any further liability or obligation to Generator (including without limitation for any proceeds of such sale).

MISCELLANEOUS

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

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

11. 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.

12. 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.

13. 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 First Amendment.

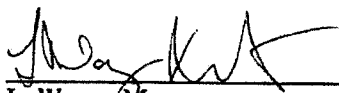
[SIGNATURE PAGE FOLLOWS.]

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

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: L. Wayne Morton
Title: General Manager
Date: March 3, 2016

GENERATOR:

WAKE WIND ENERGY LLC

By: 
Name: Kerry Meyer
Title: Vice President
Date: March 3, 2016