



Control Number: 35077



Item Number: 696

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WIND ENERGY TRANSMISSION TEXAS, LLC

WETT

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PUBLIC UTILITY COMMISSION
FILING CLERK

January 4, 2017

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 (Phase 2) (the "Second Amendment") between Wind Energy Transmission Texas, LLC ("WETT") and Rattlesnake Wind II LLC ("Rattlesnake II"), dated as of December 14, 2016, for filing at the Public Utility Commission of Texas ("PUCT") pursuant to Substantive Rule 25.195(e).

WETT and Rattlesnake Wind I LLC f/k/a CPV Rattlesnake Den Renewable Energy Company, LLC ("Rattlesnake I") entered into that certain Generation Interconnection Agreement with respect to Rattlesnake I's Phase 2 Plant dated as of June 28, 2013 (the "Agreement") and filed the Agreement with the PUCT on July 9, 2013. WETT and Rattlesnake I subsequently entered into that certain First Amendment To Generation Interconnection Agreement (Phase 2) dated as of August 18, 2014 (the "First Amendment") and filed the First Amendment with the PUCT on September 16, 2014. Rattlesnake II succeeded to all of the rights and obligations of Rattlesnake I under the Agreement, as amended by the First Amendment.

The attached Second Amendment does not create any deviations from the Standard Generation Interconnection Agreement. The Second Amendment only alters certain details included in Exhibit "B" Time Schedule to the Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: 
Patrick Burnett, Contracts Manager

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**SECOND AMENDMENT TO
GENERATION INTERCONNECTION AGREEMENT
(Phase 2)**

This Second Amendment To Generation Interconnection Agreement (this "Second Amendment") between Wind Energy Transmission Texas, LLC (the "Transmission Service Provider" or "TSP") and Rattlesnake Wind II LLC (the "Generator"), is made as of December 14, 2016 by and between TSP and Generator (jointly, the "Parties").

RECITALS:

WHEREAS, TSP and Rattlesnake Wind I LLC (f/k/a CPV Rattlesnake Den Renewable Energy Company, LLC) entered into that certain Generation Interconnection Agreement with respect to Rattlesnake Wind I LLC's Phase 2 Plant dated as of June 28, 2013 (the "Original GIA");

WHEREAS, TSP and Rattlesnake Wind I LLC subsequently entered into that certain First Amendment To Generation Interconnection Agreement dated as of August 18, 2014 (the "First Amendment");

WHEREAS, Rattlesnake Wind II LLC succeeded to all of the rights and obligations of Rattlesnake Wind I LLC under the Original GIA, as amended by the First Amendment (hereinafter the "Amended GIA");

WHEREAS, TSP and Generator desire to further amend the Amended GIA as more fully described in this Second Amendment; and

WHEREAS, Generator has agreed to additional conditions in exchange for TSP 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 Amended GIA.

AMENDMENTS

2. Exhibit "B" Time Schedule of the Amended GIA is hereby amended by replacing both the "notice to proceed with design and procurement and provide security" and the "notice to commence construction and provide security" dates with "September 29, 2018."

3. Exhibit "B" Time Schedule of the Amended 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): February 6, 2020

Scheduled Trial Operation Date: March 22, 2020

Scheduled Commercial Operation Date: May 6, 2020"

4. Notwithstanding Section 3 of this Second Amendment, the Parties acknowledge and agree that the In-Service Date, Scheduled Trial Operation Date, and Scheduled Commercial Operation Date stated in this Second Amendment reflect the TSP's current estimates based on information and circumstances currently available. Such dates are subject to further modification based on changed circumstances, including without limitation the actions of any Intervening Generator, and/or the results of the studies contemplated in Section 5 of this Second Amendment. If TSP determines that the dates in Section 3 of this Second Amendment require modification due to such causes, the Parties agree to enter into a subsequent amendment to the Amended GIA to reflect the new dates determined by TSP.

CONDITIONS

5. Milestones. Generator agrees to meet the following deadlines with respect to Generator's Plant:

Request studies to initiate schedule examination: June 1, 2017

Provide notice to proceed to initiate all applicable studies, deliver applicable study deposit, and provide all required data: July 31, 2017

6. Effect of Failure to Meet Conditions. In the event Generator fails at any point in time to satisfy the conditions under Section 2 or Section 5 of this Second Amendment, the In-Service Date, Scheduled Trial Operation Date, and Scheduled Commercial Operation Date will be extended as necessary at TSP's sole discretion. This Section 6 of this Second Amendment is in addition to, and does not limit or waive, any other rights available to TSP under the Amended GIA.

MISCELLANEOUS

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

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

9. 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.

10. 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.

11. 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 Second Amendment.

[SIGNATURE PAGE FOLLOWS.]

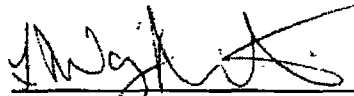
**SIGNATURE PAGE TO
SECOND AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT
(Phase 2)**

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:
Title:
Date:

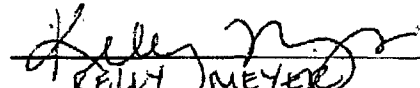


L. Wayne Morton
General Manager
12-14-16

GENERATOR:

RATTLESNAKE WIND II LLC

By:
Name:
Title:
Date:



KELLY MEYER
Vice President
12-9-16

