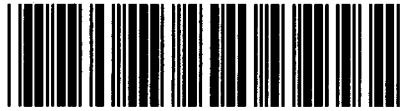




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PROJECT No. 35077

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INFORMATIONAL FILING OF	§	PUBLIC UTILITY COMMISSION
ERCOT INTERCONNECTION	§	
AGREEMENTS PURSUANT TO P.U.C.	§	OF TEXAS
SUBST. R. 25.195(e)	§	

Scott Seamster
Texas-New Mexico Power Company
225 E. John Carpenter Fwy, Suite 1500
Irving, TX 75062
T: 469.484.8577
F: 469.484.8033
scott.seamster@pnmresources.com

July 27, 2012

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Amendment No. 4 to Interconnection Agreement effective July 20, 2012 by and among Texas-New Mexico Power Company, a Texas corporation, Sherbino I Wind Farm LLC, a Delaware limited liability company ("Generator"), and Sherbino II Wind Farm, LLC, a Delaware limited liability company ("Additional Generator").	2 - 4

**AMENDMENT NO. 4
TO
INTERCONNECTION AGREEMENT**

This Amendment No. 4 to Interconnection Agreement (this "Amendment") is made and entered into to be effective as of this 20th day of July, 2012 (the "Effective Date"), by and among Texas-New Mexico Power Company, a Texas corporation ("TSP"), Sherbino I Wind Farm LLC, a Delaware limited liability company ("Generator"), and Sherbino II Wind Farm, LLC, a Delaware limited liability company ("Additional Generator"). As used herein, TSP, Generator and Additional Generator are sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, TSP and Generator entered into that certain ERCOT Standard Generation Agreement dated February 1, 2008, and the Additional Generator joined as a party to such ERCOT Standard Generation Agreement, as amended, pursuant the Joinder Agreement and Amendment No. 3 to Interconnection Agreement, dated September 28, 2011, among the Parties (such ERCOT Standard Generation Agreement and all Exhibits and Appendices attached thereto, as the same may be amended or amended and restated from time to time, the "Interconnection Agreement") (each term contained in this Amendment with its initial letter capitalized and not otherwise defined herein shall have the meaning set forth in the Interconnection Agreement); and

WHEREAS, certain facilities installed as part of the GIF differ from the facilities as described in the Amended and Restated Exhibit "C" of the Interconnection Agreement and the Parties desire to amend the Amended and Restated Exhibit "C" of the Interconnection Agreement to reflect the facilities as installed;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Amendment.** The Parties hereby agree that the following words contained in the subsection titled "Additional Equipment Required For Unit 2 Output (Patriot Station and Ligon Station(*)" of Section 7(b)(i) of the Amended and Restated Exhibit "C" of the Interconnection Agreement:

"(3 ea) 15 MVAR switched capacitor banks, subject to approval in writing by the TSP as set forth below*"
(1 ea) +/- 10 MVAR, 34.5kV dynamic reactive device, subject to approval in writing by the TSP as set forth below*"

is hereby amended and restated to read in its entirety as follows:

"(3 ea) 15 MVAR switched capacitor banks
(3 ea) 16 MVAR switched shunt reactors
(1 ea) +/- 7.5 MVAR, 34.5 kV dynamic reactive device
(1 ea) +/- 5 MVAR, 34.5 kV dynamic reactive device".

2. **Miscellaneous.**

(a) **Reaffirmation of Interconnection Agreement.** Any and all of the terms and provisions of the Interconnection Agreement shall, except as amended and modified hereby, remain in full force and effect. Except as expressly set forth herein, this Amendment shall not alter, amend or change the Interconnection Agreement in any manner

(b) **Parties in Interest.** All of the terms and provisions of this Amendment shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) **Counterparts.** This Amendment may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument. The Parties need not execute the same counterpart; however, no Party shall be bound by this Amendment until all Parties have executed a counterpart. Executed counterparts in facsimiles or pdfs shall be effective as originals.

(d) **Governing Law.** This Amendment shall be governed, construed and enforced in accordance with, the laws of the State of Texas, excluding conflicts of law principles that would refer to the laws of another jurisdiction. The Parties submit to the jurisdiction of the federal and state courts in the State of Texas.

[Signature pages to follow]

IN WITNESS WHEREOF the Parties have executed this Amendment by their duly authorized officers effective as of the 20th day of July, 2012.

Texas-New Mexico Power Company

By: Neal Walker

Name: Neal Walker

Title: President

Sherbino I Wind Farm LLC

By: James Holly

Name: JAMES HOLLY

Title: PRESIDENT

Sherbino II Wind Farm LLC

By: Patrick J West

Name: PATRICK J WEST

Title: V.P.