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

FOURTH AMENDMENT TO THE ERCOT
STANDARD GENERATION INTERCONNECTION AGREEMENT
BETWEEN CROSS TEXAS TRANSMISSION, LLC
AND PATTERN PANHANDLE WIND LLC

James W. Checkley, Jr.
Cross Texas Transmission, LLC
206 East 9th Street, Suite 1750
Austin, Texas 78701
Phone: 512-473-2700
FAX: 512-276-6130
Email: jcheckley@crosstexas.com

August 21, 2013

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**FOURTH AMENDMENT TO THE
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT**

THIS FOURTH AMENDMENT TO THE ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT (this "**Fourth Amendment**") is made and entered into by and between CROSS TEXAS TRANSMISSION, LLC, a limited liability company organized under the laws of Delaware ("**TSP**") and PATTERN PANHANDLE WIND LLC, a Delaware limited liability company ("**Generator**") on this 14th day of August, 2013. Generator and TSP are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**".

WITNESSETH:

WHEREAS, TSP and Generator are parties to that certain ERCOT Standard Generation Interconnection Agreement, dated as of December 19, 2012, as amended by the First Amendment to the ERCOT Standard Generation Interconnection Agreement, dated as of January 31, 2013, and as amended by the Second Amendment to the ERCOT Standard Generation Interconnection Agreement, dated as of June 21, 2013, and as further amended by the Third Amendment to the ERCOT Standard Generation Interconnection Agreement, dated as of August 5, 2013 (the "**Agreement**"); and

WHEREAS, TSP and Generator intend to amend the Agreement in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

AGREEMENT

1. Section 12(h) of Exhibit "C" of the Agreement is hereby replaced in its entirety with the language as set forth below:

(h) Simultaneous with and as a part of TSP's closing on the acquisition of the TSP Land (as defined below), Generator shall (i) partially release or cause to be partially released the easement created pursuant to Generator's exercise of the Option Agreement for Easement (or any extension or replacement thereof) referenced in the Memorandum of Option and Easement, dated as of September 25, 2007, recorded in the real property records of Carson County, Texas at Volume 468, Page 42 (the "Easement"), to the extent such Easement applies to the land TSP acquires in fee pursuant to the option referenced in Section 12(g) above (the "TSP Land"), such partial release to be in form and substance reasonably acceptable to both Generator and TSP, such release to inter alia, (a) include the full release by Generator of all rights with respect to the TSP Land except those that are necessary for Generator's construction, inspection, operation and maintenance of its Plant and the GIF, including without limitation, a release of all exclusivity and non-interference provisions as to the TSP Land, (b) include terms and conditions that limit TSP's exposure to risk and liability associated with Generator's acts, omissions and

presence on the TSP Land, including without limitation, TSP's preferred indemnity provisions as previously communicated to Generator; and (ii) fully release or cause to be fully released any other option agreement, easement or other encumbrance in favor of Generator or any affiliate of Generator, to the extent the same apply to such TSP Land. TSP agrees that, if it acquires any land pursuant to the option referenced in Section 12(g) above, it will acquire the Land (as defined therein, as amended) in its entirety.

2. The Parties agree that unless expressly referenced and modified herein, all of the remaining terms, provisions and conditions of the Agreement, including the remaining Exhibits, shall remain unchanged, in full force and effect and fully binding on the Parties.

3. This Fourth Amendment shall in all respects be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law principles thereof which may direct the application of the laws of another jurisdiction.

4. This Fourth Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Fourth Amendment by facsimile or other electronic means will for all purposes be treated as the equivalent of delivery of a manually executed and delivered counterpart of this Fourth Amendment.

[signature pages follow]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Fourth Amendment on the date first written above.

"TSP"

CROSS TEXAS TRANSMISSION, LLC

By: B. Cameron Fredkin

Name: B. Cameron Fredkin

Title: V.P.

"Generator"

PATTERN PANHANDLE WIND LLC

By: Chris Shugart

Name: Chris Shugart

Title: Authorized Signatory