



Control Number: 35077



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PROJECT NO. 35077

INFORMATIONAL FILING OF  
ERCOT INTERCONNECTION  
AGREEMENTS PURUSANT TO  
SUBST. R. §25.195(e)

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

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Cross Texas Transmission, LLC  
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August 27, 2013

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

THIS FIFTH AMENDMENT TO THE ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT (this "**Fifth 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 16th 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 amended by the Third Amendment to the ERCOT Standard Generation Interconnection Agreement, dated as of August 5, 2013, and as amended by the Fourth Amendment to the ERCOT Standard Generation Interconnection Agreement, dated as of August 14, 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. Exhibit "B" of the Agreement is hereby replaced in its entirety with the terms and conditions set forth in Exhibit "B" of this Fifth Amendment.
5. 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.
6. This Fifth 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.
7. This Fifth 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 Fifth 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 Fifth Amendment.

*[signature pages follow]*

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

"TSP"

CROSS TEXAS TRANSMISSION, LLC

By: B. Cameron Fredkin

Name: B. Cameron Fredkin

Title: Vice President

"Generator"

PATTERN RANHANDLE WIND LLC

By: Andrew Murray

Name: Andrew Murray

Title: Authorized Signatory

**EXHIBIT "A"**

[Intentionally Left Blank]

**EXHIBIT "B"**  
**TIME SCHEDULE**

Interconnection Option chosen by Generator (check one):   X   Section 4.1.A. or  
       Section 4.1.B

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one):

(1)   N/A   good faith negotiations, or (2)   N/A   Designated by Generator upon failure to agree.

Date by which Generator must provide notice to proceed with design and procurement and provide security, in the amount of \$300,000, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **Provided on December, 2012.**

Date by which Generator must provide additional security in the amount of \$800,000 (for an aggregate of \$1,100,000 of security) for additional design and procurement, so that TSP may maintain schedule to meet the In-Service Date: **Provided on March 15, 2013**

Date by which Generator must provide additional security in the amount of \$400,000 (for an aggregate of \$1,500,000 of security) for additional procurement of equipment and construction planning, so that TSP may maintain schedule to meet the In-Service Date: **Provided on June 21, 2013**

Date by which Generator must provide additional security in the amount of \$350,000 (for an aggregate of \$1,850,000 of security) for additional procurement of equipment and construction planning, so that TSP may maintain schedule to meet the In-Service Date: **Provided on June 28, 2013**

Date by which Generator shall have either (i) assigned to the TSP an exclusive option to purchase the property on which the TIF will be located, or (ii) conveyed to the TSP the property on which the TIF will be located, so that TSP may maintain schedule to meet the In-Service Date: **September 16, 2013**

Date by which Generator must provide additional security in the amount of \$500,000 (for an aggregate of \$2,350,000 of security) for additional procurement of equipment and construction planning, so that TSP may maintain schedule to meet the In-Service Date: **August 5, 2013**

Date by which Generator must provide notice to commence construction and provide additional security, in the amount of \$8,500,000 (for an aggregate of \$10,850,000 of security), as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **August 20, 2013**

Date by which Generator must provide additional security in the amount of \$9,600,000 (for an aggregate of \$20,450,000 of security) to continue construction, so that TSP may maintain schedule to meet the In-Service Date: **October 1, 2013**

In - Service Date(s): **May 28, 2014**

(Notes: (1) In the event that it is not necessary for all facilities associated with the TIF to be completed on the same date, this entry may consist of multiple dates to reflect the staged completion of the TIF to meet those needs. (2) In-Service Date(s) can be expressed as either a specific date or expressed as a defined number of months after all conditions under Sections 4.2 and 4.3 have been satisfied.)

Scheduled Trial Operation Date: **May 30, 2014**

Scheduled Commercial Operation Date: **July 31, 2014**

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit "B". The Parties acknowledge and agree that the Generator's failure to fulfill in a timely fashion the conditions under Section 4.2 and Section 4.3 and fulfill the security posting requirements in accordance with the dates set forth in this Exhibit "B" (i) may cause the need for additional or revised studies to be performed or other reasonably related conditions or obligations to be fulfilled, and (ii) will result in adjustments to the Scheduled Trial Operation Date, Scheduled Commercial Operation Date, and In-Service Date, which adjustments shall be determined by the TSP in its reasonable discretion; provided, that the TSP shall use commercially reasonable efforts to not adjust such dates by more than one day for each day of Generator's delay in fulfilling the conditions under Section 4.2 and Section 4.3 or posting the required security.