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JAMES W. CHECKLEY, JR.
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INFORMATIONAL FILING OF § PUBLIC UTILITY COMMISSION
ERCOT INTERCONNECTION §
AGREEMENTS PURUSANT TO § OF TEXAS
SUBST. R. §25.195(e) §

SECOND AMENDMENT TO THE ERCOT
STANDARD GENERATION INTERCONNECTION AGREEMENT
BETWEEN CROSS TEXAS TRANSMISSION, LLC
AND PATTERN PANHANDLE WIND 2 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

January 6, 2014

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

THIS SECOND AMENDMENT TO THE ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT (this "**Second 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 2 LLC, a Delaware limited liability company ("**Generator**") on this 19th day of December, 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 October 2, 2013, as amended by the First Amendment to the ERCOT Standard Generation Interconnection Agreement, dated as of December 10, 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 Second Amendment.
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 Second 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 Second 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 Second 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 Second Amendment.

[signature pages follow]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Second 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 2 LLC

By: [Signature]

Name: Authorized Signatory

Title: John Calaway

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 \$100,000, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **Provided on October 3, 2013**

Date by which Generator must provide additional security in the amount of \$150,000 (for an aggregate of \$250,000 of security) for additional design and procurement, so that TSP may maintain schedule to meet the In-Service Date: **Provided on November 19, 2013**

Date by which Generator must provide additional security in the amount of \$375,000 (for an aggregate of \$625,000 of security) for additional design and procurement, so that TSP may maintain schedule to meet the In-Service Date: **December 20, 2013**

Date by which Generator must provide notice to commence construction and provide additional security, in the amount of \$5,361,000 (for an aggregate of \$5,986,000 of security), as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **December 23, 2013**

In - Service Date(s): **September 3, 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: **September 4, 2014**

Scheduled Commercial Operation Date: **November 14, 2014**

The Parties acknowledge that the dates and security requirements described herein are based on the assumption that the "TIF" as defined in that certain ERCOT Standard Generation Interconnection Agreement, dated as of December 19, 2012 (as amended as of the date hereof, the "Other Interconnection Agreement"), by and between TSP and

Pattern Panhandle Wind LLC ("PPW") is completed in accordance with the schedule contemplated by the Other Interconnection Agreement.

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 (1) 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" or (2) a cancellation or material delay in the completion of the "TIF" as defined in the Other Interconnection Agreement for any reason, including but not limited to a termination of the Other Interconnection Agreement, in each case, (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) may result in adjustments to the security required hereunder (in the case of any such adjustment, including as a result of an event described in item (2) above, Generator shall have the right to provide such security), 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 (to the extent the same were the cause of such adjustments).