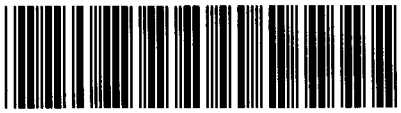

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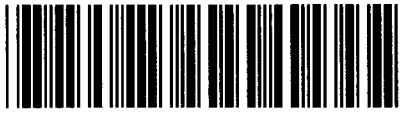

Item Number: 561

Addendum StartPage: 0

PROJECT NO. 35077

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

SECOND AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN CROSS TEXAS TRANSMISSION, LLC AND SALT FORK WIND, LLC

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June 24, 2015

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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 SALT FORK WIND, LLC, a Delaware limited liability company ("**Generator**") on this 11th day of June, 2015. Generator and TSP are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**".

W I T N E S S E T H:

WHEREAS, TSP and Generator are parties to that certain ERCOT Standard Generation Interconnection Agreement, dated as of August 27, 2014, as amended by the First Amendment to the ERCOT Standard Generation Interconnection Agreement, dated as of November 7, 2014 (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. Exhibit "C" of the Agreement is hereby replaced in its entirety with the terms and conditions set forth in Exhibit "C" of this Second Amendment.

3. 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.

4. 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.

5. 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.

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"

SALT FORK WIND, LLC

By: _____

Walter Hornaday, President

[Signature Page to Second Amendment to the ERCOT Standard Generation Interconnection Agreement]

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.

On August 29, 2014, Generator provided security in the amount of $150,000 for the preparation and filing of the CCN application for the interconnecting transmission line.

TSP delivered to the Generator the Facility Study for the Salt Fork Wind project on September 22, 2014.

On November 14, 2014, Generator provided additional security in the amount of $300,000 (for an aggregate of $450,000 of security) for the CCN proceedings and preliminary engineering.

On February 12, 2015, Generator provided additional security in the amount of $550,000 (for an aggregate of $1,000,000 of security) for the continuation of the CCN proceedings, environmental studies, initial right-of-way effort and preliminary engineering.

On May 4, 2015, Generator provided additional security in the amount of $200,000 (for an aggregate of $1,200,000 of security) for the continuation of engineering, environmental studies and right-of-way procurement.

Date by which Generator must provide (1) additional security in the amount of $13,800,000 (for an aggregate of $15,000,000 of security) for the commencement of material and equipment procurement and the continuation of the engineering, environmental studies, and right-of-way procurement, and (2) written authorization for TSP to proceed with design and procurement of the TIF, so that TSP may maintain schedule to meet the In-Service Date: **06/19/2015**

Date by which Generator must provide additional security in the amount of $36,003,000 (for an aggregate of $51,003,000 of security) and written authorization for TSP to proceed with the construction of the TIF, so that TSP may maintain schedule to meet the In-Service Date: **08/31/2015**

In-Service Date(s): October 2, 2016

(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. (3) In the event that Generator has provided TSP with security in the form of cash and subsequently desires to replace such cash with another form of acceptable

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security, such as an LC (as defined in Exhibit "E"), TSP will cooperate with Generator to coordinate such replacement and return of cash security.

Scheduled Trial Operation Date: October 3, 2016

Scheduled Commercial Operation Date: November 18, 2016

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.

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EXHIBIT "C"
INTERCONNECTION DETAILS

1) Name: Salt Fork Wind, LLC ("Salt Fork Wind")

2) Point of Interconnection location: The Point of Interconnection is located in the northern part of Donley County, Texas at the Generator's substation. The Point of Interconnection shall be defined as the point where the TSP's new 345 kV transmission line, originating from the TSP's Gray Substation ("TSP substation"), terminates the phase conductors and associated equipment on the Generator's dead-end structure located at the Generator's substation. Exhibit "C-1" shows the location of the Point of Interconnection on the one-line.

3) Delivery Voltage: 345 kV

4) Number and size of Generating Units: 100 units, 2.0MW each (200 MW)

5) Type of Generating Unit: Vestas 2.0MW wind turbine

6) Metering and Telemetry Equipment:

   a) ERCOT Polled Settlement ("EPS") metering will be located at the Generator's substation. The metering equipment described below will be procured, owned and installed by the TSP within the Generator's substation. The Parties shall develop and execute an agreement to address 24/7 access to the EPS metering equipment with the Generator's substation. See Exhibit "C-1" for the location of the ERCOT EPS metering on the one-line.
      i) one (1) 345 kV meter panel with one (1) primary meter and one (1) back up meter
      ii) three (3) 345 kV billing accuracy metering units comprised of potential transformers and current transformers or separate billing accuracy potential transformers and current transformers

   b) Multi-ported RTU (remote terminal unit) will be furnished by the TSP at the TSP substation as part of the TIF and will have dedicated communication port available to provide breaker status, energy and other telemetered data to the Generator's monitoring and control systems. The Generator is responsible for determining and providing all their RTU communications needs.

   c) Multi-ported RTU(s) will be furnished by the Generator at the Generator's substation(s) as part of the GIF and will have dedicated communication port(s) available to provide breaker status, energy and other telemetered data to the TSP's monitoring and control system to meet the TSP's needs.

d) All other metering and telemetry requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

7) Generator Interconnection Facilities:

The following lists are not intended to be complete lists of all facilities that are part of the GIF.

a) Generator's substation including 345 kV step-up transformer(s), transformer protection package(s), 345 kV circuit breaker(s), 345 kV disconnect switch(es) and protective relaying panels for the Generator's 345 kV line that will coordinate with the TSP's line panels at the TSP substation for the Generator line protection.

b) Multi-ported RTU(s) to provide breaker status, telemetry and energy data from the Generator's substation to the Plant controller, the TSP and ERCOT.

c) Associated structures, buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any other related materials necessary for construction and operation of the GIF.

d) The communication equipment is described in Section 9 below.

e) All other GIF shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

8) Transmission Service Provider Interconnection Facilities:

The following lists are not intended to be complete lists of all facilities that are part of the TIF.

a) TSP to design and construct a new 345 kV transmission line from the Generator's substation site approximately twenty four and one half (24 5) miles in length to the TSP substation.

b) TSP to design and construct one (1) 345 kV transmission line terminal (which includes two breakers), line protection equipment, control equipment, structural steel and associated bus-work with the transmission line termination structure, along with miscellaneous grounding, cabling, and hardware at TSP substation.

c) A full tension, dead-end 345 kV line structure located near the Generator's substation property line. (The height of this structure, the arrangement of phases and the location of the structure will need to be coordinated.)

d) 345 kV slack span line from the TSP's full tension dead-end to the Generator's dead-end structure within Generator's substation.

e) The protection and control systems design for the TSP's 345 kV terminal will be coordinated with the Generator.

f) OPGW will be installed with the new transmission line and the necessary material to dead-end and connect to Generator's dead-end structure at the Generator substation.

g) ERCOT EPS metering to be designed and installed at the Generator's substation.

h) All other TIF shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

9) Communications Facilities:

a) The communications facilities described below will be paid for, owned, installed and maintained by Generator.
   i) One (1) dedicated voice dispatch circuit between TSP's dispatch office and Generator's control center, including associated interface equipment at Generator's control center.
   ii) One (1) RTU communications circuit between the Generator's substation and TSP's master SCADA system at TSP's dispatch office.
   iii) A telephone company interface box at the Generator's substation for demarcation of telephone company circuits.
   iv) High voltage isolation equipment for all telephone company circuits at the Generator's substation.

b) The communications facilities described below will be paid for, owned, installed and maintained by TSP.
   i) One (1) dial-up circuit, including associated interface equipment at the location of the EPS metering facilities.
   ii) OPGW communication facilities between Generator's substation and the TSP substation.
   iii) The TSP will provide the dedicated channels or fiber pairs for necessary items including the Generator's 345 kV line protective relaying, RTU ports for Generator, telemetry, voice and other communication needs.

c) All other communication facilities shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

10) System Protection Equipment:

a) Generator will be responsible for the proper synchronization of its facilities with the CTT transmission system, in accordance with ERCOT guidelines.

b) The Plant and the Generator Interconnection Facilities shall be designed to isolate any fault, or to disconnect from or isolate any abnormality that would negatively affect the ERCOT system. The Generator shall be responsible for protection of its facilities. In particular Generator shall provide relays, circuit breakers, and all other devices necessary to promptly remove any fault contribution of the generation equipment to any short circuit occurring on the TSP system. Such protective equipment shall include, without limitation, a disconnect device or switch with the appropriate interrupting capability to be located within the Generator Interconnection Facilities. In addition to faults within the Plant and the Generator Interconnection Facilities, Generator shall be responsible for protection of such facilities from such conditions as negative sequence currents, over or under frequency, sudden load rejection, over or under voltage, generator loss of field, inadvertent energization (reverse power) and uncleared transmission system faults.

c) The Plant and the Generator Interconnection Facilities shall have protective relaying that is consistent with the protective relaying criteria described in the ERCOT Requirements and NERC standards. If reasonably requested by the TSP, Generator shall, at its expense, provide corrections or additions to existing control and protective equipment required to protect the ERCOT system or to comply with government, industry regulations, or standard changes.

d) The Generator's protective relay design shall incorporate the necessary test switches to enable complete functional testing. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and tripping generator units.

e) Generator shall install sufficient disturbance and fault monitoring equipment to thoroughly analyze all system disturbances of the generation system. This equipment shall monitor the voltages at major nodes of the system, current at major branches, breaker and switch positions, and enough of the dc logic in the relay control scheme to analyze a system disturbance. The disturbance and fault monitoring for both Generator and TSP shall be consistent with the disturbance monitoring requirements described in the ERCOT Requirements and NERC standard.

f) Prior to modifying any relay protection system design or relay setting involving the connecting facilities between the two Parties, Generator shall submit the proposed changes to the TSP for review and approval. TSP's review and approval shall be for the limited purpose of determining whether such proposed changes are compatible with the ERCOT transmission system.

g) In accordance with Good Utility Practice and ERCOT and NERC standards, the TSP shall determine requirements for protection of the Point of Interconnection and the zone of protection around the Point of Interconnection and shall specify and implement protection and control schemes as necessary to meet such requirements. Generator shall have the right to review and comment on the necessary protection requirements. The TSP shall coordinate the relay system protection between Generator and the ERCOT system.

h) Additionally, the Generator shall provide in PSSE or Aspen One-Liner format the short circuit model for the Generator Interconnection Facilities, the generators and collector facilities prior to the protective relays settings being calculated and in no case later than 60 days prior to the initial actual in-service date. Generator data submitted in accordance with Section 7.3 of Exhibit "A" shall include if applicable, but not be limited to, (1) a detailed one-line diagram of the proposed Plant and Generator Interconnection Facilities showing the collector buses and their voltages, (2) conductor types and lengths of all lines connecting the collector buses to the TSP substation, (3) the total number of turbines to be served by each collector bus, (4) size, make and model of individual turbines, (5) capacitor bank sizes, locations (electrical) and control settings, and (6) the impedance and rating data of each transmission voltage line, GSU and/or autotransformer that will be installed to get power from the Plant and onto the transmission grid.

i) All other TSP System Protection Equipment requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

11) Inputs to Telemetry Equipment:

a) A generation-specific RTU is required at the Plant or GIF for TSP's generation-specific SCADA. A specific RTU points list will be developed by the TSP as a part of each generation project's electrical configuration. For such purpose, Generator shall be responsible for providing TSP with metering and relaying one-line diagrams of the generation and the Generator's substation facilities. Generator shall provide TSP with a station communication drawings which is to include RTU point sources (IEDs and contacts supplying required data), interface devices, and connections to the RTU.

b) All other Inputs to Telemetry Equipment requirements shall be finalized at a later data, upon completing design requirements and coordination efforts with Generator.

12) Supplemental Terms and Conditions:

a) Device Numbers, Switching and Clearance:
   i) Generator shall obtain prior approval of the TSP before operating any transmission voltage circuit switching apparatus (e.g. switches, circuit breakers, etc.) at the Generator Interconnection Facilities, whether for testing or for operations of the Plant, which approval shall not be unreasonably withheld, conditioned or delayed.
   ii) The TSP shall coordinate switching at the Point of Interconnection. Each Party shall be responsible for operations of their facilities.
   iii) Generator and TSP will collaborate and reach mutual agreement on the establishment of: i) unique name(s) for the Generator's substation, unit main transformers and switching station(s) connected at transmission voltage; ii) device numbers for all transmission voltage switches and breakers which will be owned by Generator; and iii) unique names for Generator's generating units, in accordance with ERCOT Requirements. Generator will submit to TSP, at least six (6) months prior to the

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scheduled In-Service Date, its proposed name(s), as referenced in this paragraph. Generator will register the name(s) of the facilities specified in this paragraph and Generator-owned device numbers at ERCOT, in accordance with ERCOT Requirements, and such names and device numbers will be consistent with the names and numbers mutually agreed upon pursuant to this paragraph. Generator will not change any of the names or device numbers, established pursuant to this paragraph, without written approval of TSP. Generator will label the devices, referenced in item (ii) above, with the numbers assigned to such devices.

iv) Each Party will keep records of maintenance and switching operations of control and protective equipment associated with this interconnection and will allow the other Party reasonable access to inspect such records.

b) No Retail Sale of Electricity to Generator by TSP: TSP considers the energy and power that the Plant and Generator Interconnection Facilities may from time to time consume from the 345 kV ERCOT grid through the Point of Interconnection to be a retail transaction and as such, the TSP does not intend to be the provider of this retail service. Generator shall make necessary arrangements with the appropriate retail supplier for the energy and power that the Plant and Generator Interconnection Facilities may consume from the 345 kV ERCOT grid through the Point of Interconnection.

c) Notification:
   i) Upon written request from TSP, Generator shall notify the TSP in writing as to which ERCOT Qualified Scheduling Entity the Plant will be scheduling through.
   ii) Upon written request from TSP, Generator shall supply notification to the TSP identifying their retail service provider prior to the Trial Operation Date and Generator shall supply notification to the TSP 60 days prior to any changes in retail service provider, thereafter.

d) Sub-Synchronous Resonance ("SSR") and Sub-Synchronous Interaction ("SSI"): Induction generation placed near series capacitor banks on the TSP system may be susceptible to SSR. Wind turbine control systems may be a source of synchronous oscillations near series capacitor banks resulting in SSI. Generator will provide studies to ERCOT and TSP that document that SSR or SSI issues have been addressed prior to commercial operation. TSP will work with Generator and their selected turbine manufacturer on any system data required for such studies.

e) As of the date of the Second Amendment to the Agreement, the Stability Study is not complete. The results of this study may require that the Agreement be amended due to changes to the facilities and requirements identified here within.

f) All other Supplemental Terms and Conditions shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

13) Special Operating Conditions:

a) Quality of Power. Generator shall provide a quality of power into the TSP system consistent with the applicable ERCOT Requirements and NERC guidelines.

b) Harmonics. The Generator's alternating current generating system must have a frequency of 60 Hz, be designed for balanced three-phase operation, not cause unreasonable imbalance on the ERCOT system or the TSP Switchyard equipment, and adhere to the recommendations in Institute of Electrical and Electronic Engineers Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems (IEEE 519), or its successor.

c) Voltage, Frequency and Reactive Support.
   i) Generator shall have and maintain the reactive capability as required in the ERCOT Requirements.
   ii) Generator shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the ERCOT requirements for Voltage Ride Through capability.
   iii) The Generator shall be equipped with both frequency and voltage controls and shall be operated in synchronism with the TSP's system with such controls in service. Generator shall notify the TSP at any such time that such controls are out of service.

d) ERCOT Operating Arrangements. A special ERCOT-approved operating arrangement such as a Remedial Action Plan or Special Protection System may be required either prior to, or after, Commercial Operation. The terms "Remedial Action Plan" and "Special Protection System" shall have the meanings as set forth in the ERCOT Requirements. TSP and ERCOT will examine the need and feasibility of these arrangements in cooperation with the Generator. In the event that ERCOT determines that such an arrangement is required, then TSP, ERCOT, and Generator will cooperate to design and install the necessary facilities, to be operational for the duration of the period where such Remedial Action Plan or Special Protection System may be necessary.

e) Back-up Power during Point of Interconnection Outage. The Generator acknowledges that this Point of Interconnection may not always be available due to maintenance or other outage activities and at these times of unavailability the loss of both generator output and power delivery to the Generator will not be the responsibility of the TSP. The Generator is responsible for providing any back-up power sources that it may require due to the unavailability of this Point of Interconnection for any period of time.

f) All other Special Operating Conditions shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

14) The difference between the estimated cost of the TIF under 4.1.A ($) and the estimated cost of the TIF under 4.1.B ($) is: N/A, if applicable.