

1. The Terms of this Amendment shall become effective on the date first written above, subject to Governmental Authority approval, if required.

2. Exhibit "A" (Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement) attached to the Interconnection Agreement is hereby amended as follows:

a. Section 1.4 shall be deleted in its entirety and replaced with the following:

"1.4 "Co-Tenant Generators" shall mean the Generator, Old Settler Wind, LLC and Pumpkin Farm Wind, LLC."

b. Section 1.5 shall be deleted in its entirety and replaced with the following:

"1.5 "Co-Tenant Facilities" shall mean the GIF interconnection facilities owned jointly by Co-Tenant Generators [Generator and Cotton Plains Wind I, LLC, and in which Pumpkin Farm Wind, LLC has an option to acquire an interest prior to the Commercial Operation Date of its wind generation project]¹.

c. A new Section 1.6 as set forth below shall be added and the remaining section renumbered accordingly:

"1.6 "Co-Tenant Interconnection Agreements" means (i) that certain ERCOT Standard Generation Interconnection Agreement executed between Old Settler Wind, LLC and Sharyland Utilities, L.P. dated _____, 2015 (as amended from time to time) and (ii) that certain ERCOT Standard Generation Interconnection Agreement executed between Pumpkin Farm Wind, LLC and Sharyland Utilities, L.P. dated _____ (as amended from time to time). "

III. RATIFICATION OF OTHER TERMS

All other terms and conditions of the Interconnection Agreement which are not specifically amended by this Amendment shall remain unchanged and are hereby ratified by the Parties and shall continue to be in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in two (2) counterparts, each of which shall be deemed an original but both shall constitute one and the same instrument.

Sharyland Utilities, L.P.

Old Settler Wind, LLC

By: Apex GCL, LLC, its Sole Member

By: Apex Clean Energy Holdings, LLC

¹ Bracketed language to be included in the event that Pumpkin Farm Wind, LLC executes its Co-Tenant Interconnection Agreement prior to exercising its option to acquire an interest in the Co-Tenant Facilities

By: _____

its Sole Member

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____