

PATTERN ENERGY GROUP INC.

Filed by
PATTERN RENEWABLES LP

FORM SC 13D/A (Amended Statement of Beneficial Ownership)

Filed 09/01/17

Address	PIER 1 BAY 3 SAN FRANCISCO, CA, 94111
Telephone	(415) 283-4000
CIK	0001561660
Symbol	PEGI
SIC Code	4911 - Electric Services
Industry	Independent Power Producers
Sector	Utilities
Fiscal Year	12/31

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 3)*

Pattern Energy Group Inc.

(Name of Issuer)

Class A Common Stock, par value \$0.01

(Title of Class of Securities)

70338P 100

(CUSIP Number)

**Dianna Rosser Aprile
c/o Riverstone Holdings LLC
712 Fifth Avenue, 36th Floor
New York, NY 10019
(212) 993-0076**

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

August 30, 2017

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box.

Note : Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

Explanatory Note

This Amendment No. 3 to Schedule 13D (this “Amendment No. 3”) amends and supplements the Schedule 13D originally filed with the United States Securities and Exchange Commission (the “SEC”) on November 12, 2014 (as amended to date, the “Schedule 13D”), relating to the Class A common stock, par value \$0.01 (the “Class A shares”) of Pattern Energy Group Inc. (the “Issuer”). Capitalized terms used herein without definition shall have the meaning set forth in the Schedule 13D.

Item 4. Purpose of Transaction.

Item 4 of the Schedule 13D is hereby amended and supplemented by adding the following:

On August 30, 2017, Pattern Development Finance Company LLC (“Pattern Finco”) entered into a trading plan (the “Trading Plan”) pursuant to Rule 10b5-1 under the Securities Exchange Act of 1934, as amended. Pursuant to the Trading Plan, a broker dealer will make periodic sales of up to an aggregate of 6,000,000 Class A shares on behalf of Pattern Finco, subject to the terms of the Trading Plan.

The Reporting Persons intend to use the proceeds from any sales pursuant to the Trading Plan to reduce Pattern Finco’s obligations under the Loan Agreement. The Reporting Persons make no commitments in terms of the timing of such transactions, if any, which will depend on market conditions, including the price of Class A shares, as well as other factors.

This description of the Trading Plan does not purport to be complete and is qualified in its entirety by the text of the Trading Plan, the form of which is attached as an exhibit to this Schedule 13D and incorporated herein by reference.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby amended and supplemented by adding the following:

Item 4 above summarizes certain provisions of the Trading Plan and is incorporated herein by reference. The Trading Plan is attached as an exhibit to this Schedule 13D and incorporated herein by reference.

Except as set forth herein, none of the Reporting Persons have any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including, but not limited to, any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder’s fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits.

Exhibit Number	Description
99.1	Form of Trading Plan.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date : September 1, 2017

PATTERN RENEWABLES LP

By: /s/ Dyann S. Blaine
Name: Dyann S. Blaine
Title: Vice President

PATTERN RENEWABLES GP LLC

By: /s/ Dyann S. Blaine
Name: Dyann S. Blaine
Title: Vice President

PATTERN DEVELOPMENT FINANCE COMPANY LLC

By: /s/ Dyann S. Blaine
Name: Dyann S. Blaine
Title: Vice President

PATTERN ENERGY GROUP LP

By: /s/ Dyann S. Blaine
Name: Dyann S. Blaine
Title: Vice President

PATTERN ENERGY GP LLC

By: /s/ Dyann S. Blaine
Name: Dyann S. Blaine
Title: Vice President

PATTERN ENERGY GROUP HOLDINGS LP

By: /s/ Daniel M. Elkort
Name: Daniel M. Elkort
Title: Vice President

PATTERN ENERGY GROUP HOLDINGS GP LLC

By: R/C Wind II LP, its managing member
By: Riverstone/Carlyle Renewable Energy Grant GP, L.L.C., its general partner
By: R/C Renewable Energy GP II, L.L.C., its sole member

By: /s/ Thomas J. Walker
Name: Thomas J. Walker
Title: Authorized Person

R/C WIND II LP

By: Riverstone/Carlyle Renewable Energy Grant GP, L.L.C., its general partner
By: R/C Renewable Energy GP II, L.L.C., its sole member

By: /s/ Thomas J. Walker
Name: Thomas J. Walker
Title: Authorized Person

RIVERSTONE/CARLYLE RENEWABLE ENERGY GRANT GP, L.L.C.

By: R/C Renewable Energy GP II, L.L.C., its sole member

By: /s/ Thomas J. Walker
Name: Thomas J. Walker
Title: Authorized Person

R/C RENEWABLE ENERGY GP II, L.L.C.

By: /s/ Thomas J. Walker
Name: Thomas J. Walker
Title: Authorized Person

10b5-1 Sales Plan

This Sales Plan (including the attached Annex, the “Sales Plan”) is entered into as of August 30, 2017, by and among Pattern Development Finance Company LLC (“Seller”), Williams Trading, LLC (“Broker”) and Deutsche Bank Trust Company Americas (“Depository”) and is acknowledged by Pattern Energy Group Inc. (the “Issuer”).

WHEREAS, Seller desires to establish this Sales Plan to sell shares of Class A Common Stock, par value \$.01 per share (the “Shares”), of the Issuer in accordance with the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) as further set forth herein;

WHEREAS, pursuant to that certain Margin Loan Agreement, dated as of May 6, 2014 (as amended, supplemented and modified from time to time, the “Margin Loan Agreement”), by and among Seller, as borrower, Royal Bank of Canada, as administrative agent (the “Administrative Agent”) and the lenders from time to time party thereto (the “Lenders”), the Shares are currently held in accounts (“Securities Deposit Accounts”) of Seller that are subject to certain account control agreements by and among Seller, each lender and Deutsche Bank Trust Company Americas, as securities intermediary (“Depository”), and are pledged to the respective Lenders pursuant to certain security agreements by and between Seller and each such Lender;

WHEREAS, Seller, the Lenders, Depository and the Administrative Agent have entered into that certain Payoff and Release Agreement, dated as of August 30, 2017, whereby, among other things and subject to certain conditions, each Lender has authorized the Administrative Agent to, and the Administrative Agent has agreed to, instruct Depository to release and transfer the Shares as designated by the Broker under this Sales Plan;

NOW, THEREFORE, Seller and Broker hereby agree as follows:

1. Broker agrees that it shall effect one or more sales (each a “Sale”) of Shares as further set forth in the attached Annex A to this Sales Plan.
 2. This Sales Plan shall become effective on, and including, September 6, 2017 and shall terminate on the earliest of (a) 12 months after the date hereof, (b) the date on which Broker has sold all Shares specified in Annex A, (c) the date that this Sales Plan is terminated in accordance with paragraph 17 below, or (d) the date Broker receives notice of the dissolution of Seller.
 3. Seller represents and warrants that Seller is not aware of material, nonpublic information with respect to the Issuer or any securities of the Issuer (including the Shares) and is entering into this Sales Plan in good faith and not as part of a plan or scheme to evade federal securities laws, including, without limitation Rule 10b-5 under the Exchange Act.
 4. It is the intent of the parties that this Sales Plan comply with the requirements of Rule 10b5-1(c)(1)(i)(B) under the Exchange Act and this Sales Plan shall be interpreted to comply with the requirements of Rule 10b5-1(c). Seller has consulted with Seller’s
-

own advisors as to the legal and tax aspects of Seller's adoption and implementation of this Sales Plan.

5. Seller represents that the Shares are "restricted securities" and/or that Seller may be deemed an "affiliate" of the Issuer as those terms are defined under Rule 144 of the Securities Act of 1933. Seller shall not take, and shall not cause any person or entity with which it would be required to aggregate sales of Shares pursuant to paragraph (a)(2) or (e) of Rule 144 to take, any action that would cause the Sales not to comply with Rule 144. Seller shall make Form 144 filings as and when it reasonably believes to be necessary in connection with the Sales to be effected pursuant to this Plan. Such Forms 144 shall specify that the Sales are being effected in accordance with a Sales Plan intended to comply with Rule 10b5-1. Broker agrees to provide Seller with such information as is reasonably necessary for Seller accurately and timely to complete the Forms 144. If the volume of sales set forth in Annex A would exceed the volume limits of Rule 144, then Broker will sell no more than Rule 144 would allow. Broker agrees that the quantity of Shares to be sold under this Sales Plan shall not, in any event, exceed the limitations set forth in paragraph (e) of Rule 144 and that any sales shall be consistent with the manner of sale requirements set forth in paragraph (f) of Rule 144.

6. Seller represents and warrants that Seller is currently permitted to sell Shares in accordance with the Issuer's insider trading policies and has obtained the approval of the Issuer to enter into this Sales Plan and that, other than any Rule 144 requirements set forth herein, there are no contractual, regulatory, or other restrictions applicable to the Sales contemplated under this Sales Plan that would interfere with Broker's ability to execute Sales and effect delivery and settlement of such Sales on behalf of Seller, other than restrictions with respect to which Seller has obtained all required consents, approvals and waivers, including restrictions in connection with the Margin Loan Agreement and its related security documents for which Seller has obtained the required consents, approvals and waivers from the Administrative Agent and the Lenders pursuant to the Payoff and Release Agreement. Seller shall notify Broker immediately in the event that any of the above statements become inaccurate prior to the termination of this Sales Plan.

7. Seller will not directly or indirectly communicate any information relating to the Issuer or the Issuer's securities to any employee of Broker or its affiliates who is directly or indirectly involved in executing this Sales Plan at any time while this Sales Plan is in effect.

8. Seller shall make all filings, if any, required under Sections 13(d) and 16 of the Exchange Act.

9. For the services provided in this Sales Plan, Seller agrees to pay to Broker a fee per share as specified in Annex A for the Shares sold pursuant to the terms of this Sales Plan. Broker shall deduct such fee from the proceeds of the Sales.

10. Seller understands that Broker may not effect a Sale due to a market disruption or a legal, regulatory or contractual restriction applicable to Broker or any other event or circumstance (a "Blackout"). Seller also understands that even in the absence of a Blackout, Broker may be unable to effect Sales consistent with ordinary principles of best

execution due to insufficient volume of trading, failure of the Shares to reach and sustain a limit order price, or other market factors in effect on the date of a Sale set forth in Annex A (“Unfilled Sales”).

Broker agrees that if the Issuer enters into a transaction that imposes trading restrictions on Seller, such as a stock offering requiring an affiliate lock-up (an “Issuer Restriction”), and if the Issuer shall provide Broker at least one (1) day’s prior notice of such trading restrictions, then Broker will cease effecting Sales under this Sales Plan until notified by the Issuer and Seller that such restrictions have terminated. Broker shall resume effecting Sales in accordance with this Sales Plan as soon as practicable after the cessation or termination of a Blackout or Issuer Restriction. Any Unfilled Sales, and any Sales that would have been executed in accordance with the terms of Annex A but are not executed due to the existence of a Blackout or Issuer Restriction, shall be deemed to be cancelled, and shall not be effected pursuant to this Sales Plan.

11. On any day on which Broker sells Shares hereunder, Broker shall confirm sales of Shares and any Unfilled Sales to each of Seller, Depository, Administrative Agent and Issuer by a daily email report and to such other persons or agents as Seller, Depository, Administrative Agent or Issuer shall designate. Such report shall include the average price and number of Shares sold for the day, and the sale price, settlement date and aggregate proceeds net of Broker’s fees for each transaction. Broker shall also provide, by email to Seller and to such other persons or agents of Seller that Seller shall designate, other market data that Seller shall reasonably designate.

12. Broker represents and warrants to Seller that it has implemented reasonable policies and procedures, taking into consideration the nature of Broker’s business, to ensure that individuals making investment decisions will not violate the laws prohibiting trading on the basis of material nonpublic information. These policies and procedures include those that restrict any purchase or sale, or the causing of any purchase or sale, of any security as to which Broker has material nonpublic information, as well as those that prevent such individuals from becoming aware of or being in possession of material nonpublic information.

13. All parties hereto agree that for any Shares sold hereunder, subject to receipt of valid instructions from Administrative Agent on behalf of each Lender, Depository shall effect the release and transfer of the Shares to such account as designated by Broker by the regular way settlement date on a delivery versus payment basis, and Broker shall remit the proceeds (net of its commissions and applicable transaction fees) of the Shares sold to Depository for credit, pro rata, to the Securities Deposit Accounts.

14. The standard protections of the Depository in (i) Sections 3 and 4 of the Form of Issuer Agreement and Consent, dated as of May 6, 2014, (ii) Sections 4, 5, 6, 7 and 8 of the Securities Deposit Agreement, dated as of May 6, 2014, and (iii) Sections 9, 10, 11, 12 and 13 of each of the four (4) Account Control Agreements, dated as of May 6, 2014 are hereby incorporated by reference, mutatis mutandis, as if fully set out in this Sales Plan.

15. In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States (“Applicable Law”), the Depository is required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship with the Depository. Accordingly, each of the parties agree to provide to the Depository, upon its request from time to time such identifying information and documentation as may be available for such party in order to enable the Depository to comply with Applicable Law.

16. Any written communication shall be sent to the address specified below and shall become effective upon receipt:

a) if to Broker, to it at:

Williams Trading LLC
Attn:
450 Post Road East, Suite 120
Westport, CT 06880
Telephone:
Email:

or at such other address as may from time to time be designated by notice from Broker to Seller, Depository and Issuer in writing; and

b) if to Seller, to it at:

Pattern Energy Group LP
Pier 1, Bay 3
San Francisco, CA 94111
Attn: General Counsel
Telephone:
Fax:
Email:

or at such other address as may from time to time be designated by notice from Seller to Broker, Depository and Issuer in writing; and

c) if to Depository, to it at:

Deutsche Bank Trust Company Americas
60 Wall Street, 16th Floor
Mail Stop: NYC60-1630
New York, New York 10005
Facsimile:
Attn: Manager, Escrow Team
Email:

or at such other address as may from time to time be designated by notice from Depository to Broker, Seller and Issuer in writing; and

d) if to Issuer, to it at:

Pattern Energy Group Inc.
Pier 1, Bay 3
San Francisco, CA 94111
Attn: General Counsel
Telephone:
Fax:
Email:

or at such other address as may from time to time be designated by notice from Issuer to Broker, Seller and Depositary in writing.

e) if to Administrative Agent, to it and its designated recipients at:

Royal Bank of Canada
200 Vesey Street
New York, NY 10281
Telephone:
Email:

or at such other address as may from time to time be designated by notice from Administrative Agent to Broker, Seller, Issuer and Depositary in writing.

17. This Sales Plan and its enforcement, and each transaction entered into hereunder and all matters arising in connection with this Sales Plan and transactions hereunder shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to its choice of law doctrine. The Sales Plan may be modified or amended in accordance with the requirements for the amendment to a “plan” as defined in paragraph (c) of Rule 10b5-1, provided that any such modification or amendment shall only be permitted at a time when Seller is otherwise permitted to effect sales under the Issuer’s trading policies and at a time when Seller is not aware of material nonpublic information concerning the Issuer or its securities. This Sales Plan may be modified or amended only by a writing signed by the parties hereto, which the Issuer has reviewed and has provided its written consent to. In the event of a modification or amendment to this Sales Plan, or in the event Seller establishes a new plan after termination of the Sales Plan, no sales shall be effected during the thirty (30) days immediately following such modification, amendment or termination (other than Sales already provided for in the Sales Plan prior to modification, amendment or termination). This Sales Plan may be terminated at any time by Seller upon written notice to the other parties hereto; provided that, solely for the benefit of the Issuer, Seller hereby confirms that it will only terminate this Sales Plan without the Issuer’s consent in accordance with Section 6 of the Payoff and Release Agreement.

18. Seller agrees that Broker and its affiliates and their directors, officers, employees, and agents (collectively, “Broker Persons”) shall not be liable for any losses Seller may incur that are in any way attributable to any error, omission, mistake, breach or misrepresentation by Seller or the Issuer. Seller further agrees to hold each Broker Person free and harmless from any and all losses, damages, liabilities or expenses (including reasonable attorneys’ fees and costs) incurred or sustained by such Broker Person in

connection with or arising out of any suit, action or proceeding relating to this Sales Plan, any Sale, or any amendment, modification or termination of the Sales Plan (each an “Action”) and to reimburse each Broker Person for its reasonable and documented out-of-pocket expenses, as they are incurred, in connection with any Action, unless such loss, damage, liability or expense is caused by such Broker Person’s gross negligence, willful misconduct or bad faith. This paragraph 18 shall survive termination of this Sales Plan.

19. This Sales Plan may be executed in counterparts (including facsimile counterparts), each of which shall be deemed an original but all of which together shall constitute one (1) and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have signed this Sales Plan as of the date first above written.

Pattern Development Finance Company LLC

Williams Trading, LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

Acknowledged:
Deutsche Bank Trust Company Americas, as Depositary

Acknowledged:
Pattern Energy Group Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:
