

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): January 25, 2016

PATTERN ENERGY GROUP INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-36087
(Commission
File Number)

90-0893251
(IRS Employer
Identification Number)

Pier 1, Bay 3
San Francisco, CA 94111
(Address and zip code of principal executive offices)

(415) 283-4000
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

Assignment and Assumption of San Francisco Office Lease

Effective January 1, 2016, Pattern Energy Group LP (“Pattern Development”) assigned to Pattern Energy Group Inc. (the “Company”) all of Pattern Development’s rights, title, and interest under that certain Office Lease, dated as of September 9, 2009, between AMB Pier One, LLC (the “Landlord”) and Pattern Development (the “Existing Office Lease”) with respect to approximately 27,502 square feet of office space at Pier 1, Bay 3, San Francisco, California 94111 (the “Lease Assignment”). The Landlord consented to such Lease Assignment on January 25, 2016.

As a result of the Lease Assignment, the Company assumed remaining rental commitments under the Existing Office Lease of approximately \$1.6 million plus certain annual operating expense reimbursements and customary security deposits. Pursuant to the Bilateral Management Services Agreement (as amended) between the Company and Pattern Development, the costs of the shared office space have been, and will continue to be, allocated on a cost reimbursement basis between the Company and Pattern Development.

The Lease Assignment was recommended by the Company’s Conflicts Committee, which is comprised solely of independent directors, for approval by the Company’s Board of Directors, and approved by the Board of Directors.

Item 8.01 Other Events.

Concurrently with the Lease Assignment, the Company entered into an extension through 2026 of the Existing Office Lease with the Landlord, which previously terminated at the end of February 2017. In addition, the Company and the Landlord agreed to a future expansion of additional office space. Such extension and expansion are subject to the consent of the Port Authority of San Francisco.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Assignment and Assumption of Lease and Consent of Landlord Agreement effective as of January 1, 2016 by and between Pattern Energy Group LP, Pattern Energy Group Inc., and AMB Pier One, LLC

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, Pattern Energy Group Inc. has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: January 29, 2016

PATTERN ENERGY GROUP INC.

By: /s/ Kim H. Liou

Name: Kim H. Liou

Title: Secretary

Exhibit 10.1

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT OF LANDLORD AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT OF LANDLORD AGREEMENT (this “Agreement”) is made effective as of January 1, 2016 (the “Effective Date”) by and between **Pattern Energy Group LP**, a Delaware limited partnership (“Assignor”) having an address at Pier 1, Bay 3, San Francisco, California 94111, **Pattern Energy Group Inc.**, a Delaware corporation (“Assignee”) having an address at Pier 1, Bay 3, San Francisco, California 94111, and AMB Pier One, LLC, a California limited liability company (“Landlord”).

R E C I T A L S:

A. Assignor is the tenant under that certain Office Lease, dated as of September 9, 2009, between Landlord and Assignor (together with any amendments, modifications and/or supplements thereto, the “Lease”), with respect to that certain “Premises” as defined, described and depicted in the Lease (the “Premises”). Except as specifically defined herein, any and all capitalized terms herein shall have the meanings ascribed to such terms in the Lease.

B. Assignor desires to assign its interest under the Lease to Assignee, and Assignee has agreed to accept such assignment and to assume all of the obligations as tenant under the Lease, from and after the Effective Date, subject to all of the terms and conditions set forth in this Agreement.

C. Assignee is a company related to Assignor, and in connection with Assignor's internal restructuring, Assignor is assigning its rights under the Lease to Assignee and Assignee has agreed to assume Assignor's liabilities and obligations under the Lease.

D. Landlord agrees to accept the Substitute Security Deposit (as defined below) pursuant to Section 3 below, and provides consent to the assignment and assumption of rights and obligations otherwise provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, given the variety of factors and their totality, uniqueness, complexity, and interrelation, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (together, the “Parties”, and each sometimes a “Party”) hereby act and agree as follows:

A G R E E M E N T:

1. Assignment. From and after the Effective Date, Assignor hereby assigns, sets over, and transfers to Assignee, and Assignee hereby takes and accepts from Assignor, all of Assignor's rights, title, and interest under and pursuant to the Lease and all other rights, benefits, and privileges accruing thereunder, subject to all of the terms and conditions set forth in this Agreement.

2. Assumption of Obligations and Liabilities by Assignee. From and after the Effective Date, Assignee hereby accepts the foregoing assignment and assumes and agrees to perform and fulfill all of the terms, provisions, covenants, conditions, obligations and liabilities of Assignor under the Lease (including, without limitation, the making of all payments under the Lease as they

become due and payable). Assignee agrees to be bound by all of the terms, provisions, covenants, conditions and obligations applicable to the “Tenant” or “Lessee” under the Lease.

3. Substitute Security Deposit. Promptly upon execution of this Agreement Assignee shall deliver to Landlord a letter of credit (the “Substitute Security Deposit”) in the amount of one hundred ninety-five thousand Dollars (\$195,000) in satisfaction of the security deposit required under Section 5 of the Lease. Within three (3) business days of delivery of such Substitute Security Deposit Landlord agrees to return to the issuing bank the letter of credit delivered to Landlord by Assignee on or about July 13, 2013.

4. Consent and Release. Landlord hereby acknowledges and irrevocably consents to the assignment by Assignor of its rights, title and interest under and pursuant to the Lease and all other rights, benefits, and privileges accruing thereunder and the assumption by Assignee of all of the terms, provisions, covenants, conditions, obligations and liabilities of Assignor under the Lease. Landlord further agrees to release Assignor from all liability under the Lease accruing or arising on or after the Effective Date first shown above.

5. Execution of Counterparts. This Agreement may be executed in two or more counterparts, each counterpart being executed by less than all of the parties hereto, and shall be equally effective as if a single original had been signed by all parties; but, all such counterparts shall be deemed to constitute a single agreement and this Agreement shall not be or become effective, unless and until, each of the signatory Parties below have signed at least one such counterpart and caused the counterpart so executed to be delivered to the other Party.

6. Governing Law. This Agreement shall be deemed an agreement made under the laws of the State of California.

7. Binding Agreement. This Agreement is binding upon and shall inure to the benefit of all Parties hereto, and to their respective heirs, executors, administrators, predecessors, successors, assigns, parents and subsidiary corporations, divisions, officers, directors, partners, agents, attorneys, and employees, as applicable.

8. Authority. Each individual executing and delivering this Agreement on behalf of a Party hereby represents and warrants to the other Party that such individual has full right, power and authority to make such execution and delivery of this Agreement.

9. Recitals. The Recitals contained in this Agreement are true and correct, and are incorporated herein as of set forth in full.

Remainder of page left intentionally blank.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first above written.

ASSIGNOR:

Pattern Energy Group LP,
a Delaware limited partnership

By: /s/ Dyann Blaine

Name: Dyann Blaine

Title: Vice President

ASSIGNEE:

Pattern Energy Group Inc.,
a Delaware corporation

By: /s/ Dyann Blaine

Name: Dyann Blaine

Title: Vice President

LANDLORD:

AMB Pier One, LLC,
a California limited liability company

By: /s/ Stephen T. Lueck

Name: Stephen T. Lueck

Title: Senior Vice President