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PUBLIC UTILITY COMMISSION OF TEXAS
Substantive Rule 25.195(e)

Project No. 35077

Interconnection Agreement

Dated as of April 26, 2010
(Amendment #1 – January 27, 2011)

Between

Electric Transmission Texas, LLC

and

Chase Power Development, LLC

February 8, 2011

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**AMENDMENT NO. 1 TO THE
INTERCONNECTION AGREEMENT
BETWEEN
ELECTRIC TRANSMISSION TEXAS, LLC
AND
CHASE POWER DEVELOPMENT, LLC**

This Amendment No. 1 ("this Amendment") to the Interconnection Agreement between Electric Transmission Texas, LLC and Chase Power Development, LLC ("the Interconnection Agreement") is made and entered into this 27th day of January, 2011, by and between Electric Transmission Texas, LLC ("Transmission Service Provider") and Chase Power Development, LLC ("Generator"), each being referred to as a "Party" and both collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into the Interconnection Agreement on April 26, 2010 (including all Exhibits) to provide for the interconnection of Generator's future Las Brisas Energy Center Plant (the "Plant") located in Nueces County, 6059 Joe Fulton Corridor, Corpus Christi, along the south southwest shoreline of the Nueces Bay waterway; and

WHEREAS, at the time the Interconnection Agreement was executed, Generator agreed to the Trial Operation Date of November 1, 2013 and Commercial Operation Date of September 1, 2014; and

WHEREAS, at the time the Interconnection Agreement was executed, Generator agreed to provide financial security within eight (8) months after the Interconnection Agreement effective date of April 26, 2010 (the "Effective Date") to Transmission Service Provider; and

WHEREAS, subsequent to the execution of the Interconnection Agreement, Generator needs to adjust the dates to the Trial Operation Date, Commercial Operation Date, and financial Security dates for the eight (8), twenty (20), and thirty-three (33) month required Security, described in Exhibit "B" and "E" of the Interconnection Agreement; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, the Parties agree as follows

I. CAPITALIZED TERMS

Capitalized terms used but not otherwise defined herein shall have the meanings specified

in the Interconnection Agreement, as amended and supplemented by this Amendment.

II. AMENDMENTS

Effective as of the date first written above the following amendments are made to the Interconnection Agreement:

A) The Trial Operation and Commercial Operation Dates in Exhibit "B" shall read as follows:

"Scheduled Trial Operation Date:

April 30, 2014

Scheduled Commercial Operation Date (subject to extension due to a Force Majeure event):

July 31, 2015 for Unit 1

July 31, 2016 for Unit 2"

B) The first section in Exhibit "E" shall read as follows:

"1. As a condition to TSP's obligation to plan, license, engineer, design, procure equipment and materials, and construct the TIF described in §8 of Exhibit "C", Generator will provide a financial security (Security) either as a letter of credit (LOC), corporate guaranty or other form of collateral security reasonably acceptable to TSP in an amount totaling one-hundred sixty-two million three hundred ten thousand Dollars (\$162,310,000), as required pursuant to §8.3 of this Agreement. Such Security shall be provided by the dates and in the amounts set forth in the following schedule:


<u>Date Due</u>	<u>Amount</u>
Within ten (10) business days after the Effective Date of April 26, 2010	\$700,000
Within four (4) months after the Effective Date of April 26, 2010	\$1,300,000
Before June 26, 2011	\$1,488,000
Before June 26, 2012	\$113,787,000
Before June 26, 2013	\$45,035,000"

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 No. 1 to the Interconnection Agreement to be executed in two (2) counterparts, each of which shall be deemed an original but both shall constitute one and the same instrument.

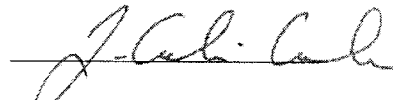
Chase Power Development, LLC


By: John Upchurch

Title: CEO

Date: 1/5/2011

Electric Transmission Texas, LLC


By: J. Calvin Crowder

Title: President

Date: 1-27-11

