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PUC Project No. 35077

Amendment to Interconnection Agreement

Between

Oncor Electric Delivery Company LLC

and

LCRA Transmission Services Corporation

February 17, 2012

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AMENDMENT TO
INTERCONNECTION AGREEMENT

This Amendment No. 12 ("Amendment") is made and entered into this 17TH day of FEBRUARY, 2012, between Oncor Electric Delivery Company LLC ("Oncor"), and the LCRA Transmission Services Corporation ("LCRA TSC"), hereinafter individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS, the LCRA TSC and Oncor entered into that certain Interconnection Agreement executed October 17, 1997, as amended (the "Agreement"); and

WHEREAS, the Red Creek Switching Station – Comanche Switching Station 345 kV transmission line will terminate at the Oncor Brown Switching Station instead of the Oncor Comanche Switching Station; and

WHEREAS, the LCRA TSC will install a second 345 kV transmission circuit onto existing structures between the LCRA TSC Twin Buttes Switching Station and the Oncor Brown Switching Station 345 kV switchyards;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit A attached to the Agreement is deleted in its entirety and Exhibit A attached to this Amendment is hereby added to the Agreement in lieu thereof.

2. Exhibit A attached to this Amendment will become effective upon execution of this Amendment by the Parties.

3. Facility Schedule No. 9 attached to the Agreement is deleted in its entirety and Facility Schedule No. 9 attached to this Amendment is hereby added to the Agreement in lieu thereof.

4. Facility Schedule No. 9 attached to this Amendment will become effective upon execution of this Amendment by the Parties.

5. The following provisions are hereby added to Section No. "18. Other Terms and Conditions" of the Agreement:

   (a) "The Parties agree to cause their facilities being newly constructed after the effective date of this Amendment, in conjunction with the establishment of a new Point of Interconnection, to be designed and constructed in accordance with (a) Good Utility Practice, as such term is defined in PUCT Rule 25.5(56), (b) applicable laws and regulations, (c) the applicable provisions of the North American Electric Reliability Corporation (NERC) reliability standards and the Electric Reliability Council of Texas (ERCOT) requirements, and (d) the applicable provisions of the following standards in effect at the time of construction of the Point of Interconnection:

National Electrical Safety Code (NESC), American National Standards Institute (ANSI) standards, and Institute of Electrical and Electronic Engineers (IEEE) standards."

(b) With respect to Points of Interconnection newly constructed after the effective date of this Amendment, each Party will design its system protection facilities to isolate any fault occurring on its system that would negatively affect the other Party's system at such Point of Interconnection in accordance with applicable ERCOT requirements and NERC reliability standards. The protection schemes used by the Parties at such Point of Interconnection will be determined by both Parties in a cooperative effort to achieve system coordination. Prior to commissioning such Point of Interconnection, both Parties will perform a complete calibration test and functional trip test of their respective system protection equipment including communication circuits between facilities.

(c) A Point of Interconnection may be added to or deleted from this Agreement or have its normal status changed (closed or open) as mutually agreed by the Parties, in accordance with applicable laws and regulations, or as ordered by a regulatory authority having jurisdiction thereof. Prior to such addition, deletion, or status change of a Point of Interconnection, the Parties shall engage in coordinated joint planning studies to evaluate the impact of such addition, deletion, or status change and identify any mitigation measures (including but not limited to new or upgraded facilities) that might be needed in conjunction therewith. Such Point of Interconnection will not be connected, disconnected, or the normal status changed until the evaluation process described in the preceding sentence has been completed, all required mitigating measures have been implemented, any required regulatory approval has been obtained, and the appropriate Facility Schedule has been added, terminated, or amended, as the case may be. In the event a Point of Interconnection is deleted from this Agreement in accordance with this paragraph, each Party shall disconnect its facilities at such Point of Interconnection. Further, each Party will discontinue use of the facilities of the other Party associated with such Point of Interconnection, except to the extent mutually agreed by the Parties.

(d) The Parties agree to cause their facilities at each Point of Interconnection, and their other facilities having, or which may reasonably be expected to have, an impact upon the facilities of the other Party to be operated and maintained in accordance with Good Utility Practice, applicable laws and regulations, and the applicable provisions of the ERCOT requirements and NERC reliability standards.

(e) If either Party proposes to make equipment changes or additions to (a) its equipment at a Point of Interconnection (including its system protection equipment) or (b) its system protection equipment at any other location that may affect the operation or performance of the other Party's facilities at a Point of Interconnection ("Changes"), such Party agrees to notify the other Party, in writing, in advance of making such proposed Changes, and the Parties will coordinate and cooperate on the assessment of the impact of such Changes on the electric systems of the Parties and the

identification of any required mitigation measures (including but not limited to new or upgraded facilities). Those Changes will not be made until the required aforementioned mitigation measures have been implemented. The Parties will communicate with each other with respect to other equipment changes or additions in accordance with the ERCOT requirements and NERC reliability standards.

(f) A Party may interrupt service at a Point of Interconnection in accordance with applicable laws, regulations, and ERCOT requirements.

Except as otherwise expressly provided for herein, the Agreements will continue in full force and effect in accordance with their terms.

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

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____

Name: Jim Greer

Title: Chief Operating Officer

Date: February 17, 2012

LCRA TRANSMISSION SERVICES CORPORATION

By: _____

Name: Ray Pfefferkorn, P.E.

Title: Transmission Engineering Manager

Date: _____

identification of any required mitigation measures (including but not limited to new or upgraded facilities). Those Changes will not be made until the required aforementioned mitigation measures have been implemented. The Parties will communicate with each other with respect to other equipment changes or additions in accordance with the ERCOT requirements and NERC reliability standards.

(f) A Party may interrupt service at a Point of Interconnection in accordance with applicable laws, regulations, and ERCOT requirements.

Except as otherwise expressly provided for herein, the Agreements will continue in full force and effect in accordance with their terms.

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

ONCOR ELECTRIC DELIVERY COMPANY LLC	LCRA TRANSMISSION SERVICES CORPORATION
By: _____	By: Ray Pfefferkorn
Name: _____	Name: Ray Pfefferkorn, P.E.
Title: _____	Title: Transmission Engineering Manager
Date: : _____	Date: : 2/1/12

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

Facility Schedule No.	Name of Point of Interconnection
1	ROUND ROCK-CHIEF BRADY
2	ROUND ROCK-MCNEIL
3	COPPERAS COVE SUBSTATION
4	ELGIN SUBSTATION
5	HOWARD LANE - ROUND ROCK SOUTH
6	CAMP BOWIE SUBSTATION
7	GILLELAND SUBSTATION
8	MITCHELL-STERLING COUNTY
9	BROWN SWITCHING STATION
10	SPRABERRY
11	MIDKIFF
12	UPTON
13	CRANE
14	ARCO TAP
15	ODESSA EHV
16	BITTER CREEK
17	SANTA ANNA - BROWNWOOD
18	SOUTH ABILENE-ESKOTA
19	CRANE EAST SUBSTATION
20	HUTTO SWITCHING STATION
21	GABRIEL SUBSTATION
22	PLEASANT FARMS SUBSTATION

FACILITY SCHEDULE NO. 9

1. **Name:** Brown Switching Station Point of Interconnection ("Point of Interconnection")

2. **Facility Location:** The Point of Interconnection is located in Brown County, Texas near the county line between Coleman and Brown counties. The Point of Interconnection is located outside the west fence at the Oncor Brown Switching Station. The Oncor Brown Switching Station is located at 12416 CR 222, Brookesmith, Texas 76827.

3. **Point of Interconnection location**: The Point of Interconnection consists of two (2) line to line interconnections and shall be defined as the points at LCRA TSC's 345 kV transmission structure #328 where:

   (a) the LCRA TSC jumpers from the LCRA TSC 345 kV transmission circuit which extends from the American Electric Power Company ("AEP") Red Creek Switching Station to the LCRA TSC structure #328 connect to the Oncor 345 kV transmission circuit which extends approximately 350' from the Oncor Brown Switching Station deadend structure to the LCRA TSC transmission structure #328; and
   (b) the LCRA TSC jumpers from the LCRA TSC 345 kV transmission circuit which extends from the LCRA TSC Twin Buttes Switching Station to the LCRA TSC structure #328 connect to the Oncor 345 kV transmission circuit which extends approximately 350' from the Oncor Brown Switching Station deadend structure to the LCRA TSC structure #328 (See attached One Line Diagram)

4. **Transformation Services Provided:** No

5. **Metering Services Provided:** No

6. **Delivery voltage:** 345kV

7. **Metered Voltage and Location:** N/A

8. **One line diagram attached:** Yes

9. **Description of Facilities Owned by Each Party:**

   Facilities owned by Oncor:

   (a) Two (2) 345 kV deadend structures located in the Oncor Brown Switching Station
   (b) Approximately 350 feet of double-circuit 345 kV transmission line from the Oncor Brown Switching Station deadend structures to the LCRA TSC structure #328 and associated insulator strings and attachment hardware
   (c) Four (4) 345 kV breakers #10835 and #10840 (Twin Buttes line) and #10850 and #10855 (Red Creek line) and associated facilities located in the Oncor Brown Switching Station 345 kV switchyard

Facilities owned by the LCRA TSC:

(a) 345 kV transmission structure #328
(b) One (1) 345 kV transmission circuit extending from the LCRA TSC Twin Buttes Switching Station to the LCRA TSC structure #328 and associated insulator strings and attachment hardware
(c) One (1) 345 kV transmission circuit extending from the AEP Red Creek Switching Station to the LCRA TSC structure #328 and associated insulator strings and attachment hardware
(d) Jumpers at the LCRA TSC structure #328 to connect the LCRA TSC double-circuit 345 kV transmission line to the Oncor double-circuit 345 kV transmission line at the Point of Interconnection
(e) Two (2) 345 kV breakers #22090 and #22100 and associated facilities located in the LCRA TSC Twin Buttes Switching Station

10. **Operational Responsibilities of Each Party:** Each Party will be fully responsible for the operation of the facilities it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the facilities it owns.

12. **Other Terms and Conditions:**

(a) Oncor will make power and energy flows, device status, and bus voltage at Brown Switching Station available to the LCRA TSC control center directly from the Oncor control center and the LCRA TSC will make energy flows, device status, and bus voltage at Twin Buttes Switching Station available to the Oncor control center directly from the LCRA TSC control center through the dedicated Inter-control Center Communications Protocol (ICCP) link established in accordance with the Letter Agreement Between LCRA Transmission Services Corporation and Oncor Electric Delivery Company, dated September 11, 2003.
(b) Oncor and the LCRA TSC will each be responsible for all costs it incurs in connection with constructing, operating, and maintaining its facilities at the Point of Interconnection provided, however, that this Paragraph 12(b) is subject to any other provisions of this Agreement with respect to liability and indemnification and this Paragraph 12(b) shall not relieve either Party of its respective obligations under those provisions.
(c) The LCRA TSC agrees to design and construct the LCRA TSC interconnection facilities in accordance with the version of Oncor's facility connection requirements in effect at the time LCRA TSC begins the design of its facilities. Those facility connection requirements are as specified in Oncor's "500-252 Guideline - Facility Connection Requirements for Bi-Directional Points of Interconnection at Transmission Voltages with Electric Utilities".

FACILITY SCHEDULE NO. 9
ONE LINE DIAGRAM
BROWN SWITCHING STATION POINT OF INTERCONNECTION