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PUC Project No. 35077

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Amendment No. 1

**ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT**

Between

LCRA Transmission Services Corporation

and

**Lower Colorado River Authority for
Winchester Power Park**

Dated

June 26, 2012
14

307

**AMENDMENT NO. 1
TO ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT**

This **AMENDMENT NO. 1 TO ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT** ("Amendment") is made as of June ~~14~~^{14th}, 2012 by and between **LCRA TRANSMISSION SERVICES CORPORATION** ("Transmission Service Provider"), and **LOWER COLORADO RIVER AUTHORITY for Winchester Power Park** ("Generator"). Each of Transmission Service Provider and Generator are sometimes referred to herein as a "Party" and collectively as the "Parties". Terms not otherwise defined herein shall have the meanings assigned to such terms in the Original Agreement (defined below).

RECITALS

1. WHEREAS, Transmission Service Provider and Generator are Parties to that certain ERCOT Standard Generation Interconnection Agreement dated as of March 5, 2008 (the "Original Agreement") pursuant to which Transmission Service Provider shall interconnect Generator's Winchester Power Park Plant with Transmission Service Provider's system;
2. WHEREAS, to properly coordinate the Generator interconnection to the Transmission Service Provider's system the Generator's protective relaying panels at the Generator's 138 kV switchyard must coordinate with the TSP's line panels at the Piney Creek Switchyard; and
3. WHEREAS, the Parties desire to clarify language describing the Generator Interconnection Facilities pertaining to the coordination required for system protection equipment around this Point of Interconnection, but the Parties do not intend to change any aspects of equipment ownership for this interconnection through this Amendment.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment Effective Date. These amendments to the Original Agreement contemplated by this Amendment shall become effective upon the execution of this Amendment by the Parties.
2. The fourth bullet under Exhibit "C", Interconnection Details, Item 7. Generation Interconnection Facilities of the Original Agreement is to be changed as shown below:
 - "Protective relaying panels at the Generator's 138 kV switchyard ~~for the TSP's 138 kV transmission lines~~ that will coordinate with the TSP's line panels at the TSP's Piney Creek Switchyard."

3. The fourth bullet under Exhibit "C", Interconnection Details, Item 7. Generation Interconnection Facilities of the Original Agreement is hereby amended by deleting that fourth bullet in its entirety and replacing it as follows:

- "Protective relaying panels at the Generator's 138 kV switchyard that will coordinate with the TSP's line panels at the TSP's Piney Creek Switchyard."

4. General Terms.

- (a) Representations Regarding this Amendment. By execution hereof, each Party represents and warrants that it is authorized to enter into this Amendment, that this Amendment does not conflict with any contract, lease, instrument, or other obligation to which it is a party or by which it is bound, and this Amendment represents its valid and binding obligation, enforceable against it in accordance with its terms.
- (b) No Other Amendments. Except to the extent expressly modified by this Amendment, all other terms and conditions of the Original Agreement will remain unmodified and continue in full force and effect. Any reference to the Original Agreement from and after the effective date will be deemed to refer to the Original Agreement as amended hereby, unless otherwise expressly stated.
- (c) Governing Law. This Amendment will be governed by the same state whose laws govern the Original Agreement.
- (d) Counterparts. This Amendment may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, Transmission Service Provider and Generator have duly executed this Amendment as of the date first written above.

Lower Colorado River Authority

LCRA Transmission Services Corporation

By: Jimmy Don Havins, P.E.

By: Ray Pfefferkorn, P.E.

Signature: *Jimmy Don Havins*
Title: Chief Operations Officer

Signature: *Ray Pfefferkorn*
Title: Transmission Engineering Manager

Date: 6/14/12

Date: 6/11/12

