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Project No. 35077

Amendment No. 3 to

INTERCONNECTION AGREEMENT

Between

Electric Transmission Texas, LLC

and

LCRA Transmission Services Corporation

Dated
October 12, 2016

687

AMENDMENT NO. 3 TO THE
INTERCONNECTION AGREEMENT
BETWEEN
ELECTRIC TRANSMISSION TEXAS, LLC
AND
LCRA TRANSMISSION SERVICES CORPORATION

This Amendment No. 3 (this "Amendment") to the Interconnection Agreement between **Electric Transmission Texas, LLC** ("ETT"), a Delaware limited liability company, and **LCRA Transmission Services Corporation** ("LCRA TSC"), a nonprofit affiliated company of the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, executed April 12, 2010 (as amended, the "Interconnection Agreement"), is made and entered into as of October 12, 2016, by and between ETT and LCRA TSC each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties."

WITNESSETH

WHEREAS, the Parties entered into the original Interconnection Agreement on April 12, 2010, including all Exhibits and Facility Schedules attached thereto; and

WHEREAS, the Parties entered into Amendment No. 1 to the Interconnection Agreement on September 16, 2011 and Amendment No. 2 to the Interconnection Agreement on April 10, 2014; and

WHEREAS, the Interconnection Agreement provides terms and conditions that allow a Point of Interconnection to be added to or deleted from the Interconnection Agreement as mutually agreed by the Parties; and

WHEREAS, the Parties have agreed to add Facility Schedule No. 9 that provides for the Bakersfield Switchyard Points of Interconnection; and

WHEREAS, the Parties have agreed to amend the Interconnection Agreement in accordance with its terms and conditions.

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. ADDITIONS AND AMENDMENTS

Effective as of the date first written above, Facility Schedule No. 9, which is attached hereto, is hereby added and Exhibit A of the Interconnection Agreement is hereby amended in its

entirety by the attached Exhibit "A" to record this addition. Such added Facility Schedule and amended Exhibit A will be incorporated into the Interconnection Agreement to form one consolidated and amended agreement.

III. RATIFICATION OF OTHER TERMS

All 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.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in two (2) counterparts, each of which shall be deemed an original but both shall constitute one and the same instrument.

ELECTRIC TRANSMISSION TEXAS, LLC

By: _____

Name: Kip M. Fox

Title: President

Date: October 12, 2016

LCRA TRANSMISSION SERVICES CORPORATION

By: _____

Sergio Garza, P.E.
LCRA VP, Transmission Design and Protection

Date: _____

ETT LEGAL
BY: AHobbs
DATE: 10-12-16

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in two (2) counterparts, each of which shall be deemed an original but both shall constitute one and the same instrument.

ELECTRIC TRANSMISSION TEXAS, LLC

By: _____

Name: _____

Title: _____

Date: _____

LCRA TRANSMISSION SERVICES CORPORATION

By: _____
Sergio Garza, P.E.
LCRA Vice President, Transmission Design and Protection

Date: August 03, 2016

EXHIBIT A

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (kV)	EFFECTIVE DATE OR SUBSEQUENT AMENDMENT IN THE INTERCONNECTION AGREEMENT*
1	Firerock (2)	138	March 29, 2010
2	Port Aransas (1)	69	March 29, 2010
3	Laguna (2)	69	March 29, 2010
4	Nueces Bay (2)	138	March 29, 2010
5	Hamilton Road (1)	138	March 29, 2010
6	Ft. Lancaster (1)	138	September 16, 2011
7	Orsted (4)	345	April 10, 2014
8	Edison (4)	345	April 10, 2014
9	Bakersfield Switchyard (2)	345	October 12, 2016

* **These dates do not necessarily reflect the date that the Point of Interconnection was established**

FACILITY SCHEDULE NO. 9

1. **Name:** **Bakersfield Switchyard**

2. **Location:** The LCRA TSC Bakersfield Switchyard ("Switchyard") is located at 1025 FM 1901, Iraan, Pecos County, Texas 79744. There are two (2) Points of Interconnection ("POI's") at the Switchyard located 1) where the ETT 345 kV switch 7914 positioned adjacent to the Switchyard 345 kV Bus #1 (West Bus) connects to the Switchyard 345 kV Bus #1, and 2) where the ETT 345 kV switch 1199 positioned adjacent to the Switchyard 345 kV Bus #2 (East Bus) connects to the Switchyard 345 kV Bus #2. More specifically, the POI's are where the ETT jumper conductors from the ETT 345 kV switches physically connect to the Switchyard 345 kV bus equipment.

3. **Delivery Voltage:** 345 kV

4. **Metered Voltage:** NA

5. **Normal Operation of Interconnection:** Closed

6. **One-Line Diagram Attached:** Yes

7. **Facility Ownership Responsibilities of the Parties:**

ETT owns the following facilities:

i. three (3) 345 kV circuit breakers (7915, 1200 and "C")
ii. ETT's drop-in control module with ETT's batteries and battery chargers
iii. two (2) 345 kV deadend line terminals within the Switchyard
iv. all the interconnecting facilities including 345 kV switch 7914 (breaker 7915 bus disconnect switch) and 345 kV switch 1199 (breaker "C" bus disconnect switch) on ETT's rung located in 345 kV Bay #2 between the Switchyard's 345 kV Bus #1 and 345 kV Bus #2 ("ETT's Rung")
v. jumper conductors from switches 7914 and 1199 to the Switchward 345 kV bus equipment
vi. two (2) station service sources (preferred and alternate) on ETT's Rung
vii. two (2) 4-inch conduits containing singlemode and multi-mode fiber optic cables between ETT's drop-in control module and LCRA TSC's control house
viii. fiber distribution panels in ETT's drop-in control module for termination of the fiber optic cables described above

LCRA TSC owns the following facilities:

i. the Switchyard and all the facilities within it, except for those facilities identified as being owned by ETT above
ii. two (2) reactor banks with control breakers and protective relaying
iii. three (3) 345 kV circuit breakers (24540, 24550 and 24560)
iv. primary and secondary 345 kV Bus #1 Bus Differential and Breaker Failure relaying scheme

v. primary and secondary 345 kV Bus #2 Bus Differential and Breaker Failure relaying scheme
vi. LCRA TSC's control house with LCRA TSC's batteries and battery charger
vii. Switchyard property, ground grid, fencing and other appurtenances
viii. fiber distribution panels in LCRA TSC's control house for termination of ETT's fiber optic cables described above

8. Facility Operation and Maintenance Responsibilities of the Parties:

i. Each Party is responsible for the operation and control of the facilities it owns.
ii. Each Party maintains the facilities it owns that are provided for in this Facility Schedule. Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.
iii. ETT will supply and provide primary and secondary 2000:5 MRCT relaying current transformers from ETT's 345 kV circuit breaker 7915 for use by LCRA TSC in LCRA TSC's 345 kV Bus #1 Primary and Secondary Bus Differential relaying scheme.
iv. ETT will supply and provide primary and secondary 2000:5 MRCT relaying current transformers from ETT's 345 kV circuit breaker 1200 for use by LCRA TSC in LCRA TSC's 345 kV Bus #2 Primary and Secondary Bus Differential relaying scheme.
v. LCRA TSC will provide tripping and close inhibit contacts from its 345 kV Bus #1 Differential and Breaker Failure relaying panel to ETT's 345 kV circuit breaker 7915 relaying panel.
vi. LCRA TSC will provide tripping and close inhibit contacts from its 345 kV Bus #2 Differential and Breaker Failure relaying panel to ETT's 345 kV circuit breaker 1200 relaying panel.
vii. ETT will provide breaker failure initiate contacts from its 345 kV circuit breaker 7915 relaying panel to LCRA TSC's 345 kV Bus #1 Primary Bus Differential and Breaker Failure relaying panel.
viii. ETT will provide breaker failure initiate contacts from its 345 kV circuit breaker 1200 relaying panel to LCRA TSC's 345 kV Bus #2 Primary Bus Differential and Breaker Failure relaying panel.
ix. LCRA TSC will provide single-phase Bus #1 potential (67V) for ETT circuit breaker 7915 syncing.
x. LCRA TSC will provide single-phase Bus #2 potential (67V) for ETT circuit breaker 1200 syncing.
xi. The Parties shall design, provide and coordinate their respective protection system equipment so that adjacent zones of protection overlap in accordance with ERCOT Nodal Operating Guides.

9. Cost Responsibilities of the Parties:

i. Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

ii. Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the POI's in accordance with this Facility Schedule.

10. Other Terms and Conditions:

i. Generation interconnection rights shall, in accordance the Memorandum of Understanding Between LCRA TSC and ETT on CREZ Facility Responsibilities, dated July 27, 2009 (the "MOU"), be granted to ETT for generation interconnection facilities at the Switchyard. Such MOU provides for certain ownership, construction, installation, operation and maintenance roles, among others, with respect to the Parties' transmission assets as identified in the MOU.

ii. As of the execution date of Amendment No. 3 to the Interconnection Agreement, ETT anticipates purchasing LCRA TSC switch 24579 (to be renumbered as ETT switch 7914), LCRA TSC switch 24589 (to be renumbered as ETT switch 1199), and associated LCRA TSC foundations and switch stands.

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FACILITY SCHEDULE NO. 9 (continued)
One-Line Diagram