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PUC Project No. 35077

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First Amendment to

**PUBLIC UTILITY COMMISSION
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INTERCONNECTION AGREEMENT

Between

LCRA Transmission Services Corporation

and

Ranchero Wind Farm, LLC

Dated

October 16, 2018

FIRST AMENDMENT TO INTERCONNECTION AGREEMENT

This First Amendment ("First Amendment") is made and entered into this 10th day of October, 2018 between LCRA Transmission Services Corporation ("Transmission Service Provider" or "TSP") and Ranchero Wind Farm, LLC ("Generator"), hereinafter individually referred to as "Party," and collectively referred to as "Parties."

WHEREAS, the Transmission Service Provider and the Generator entered into that certain Standard Generation Interconnection Agreement executed on May 2, 2018 (the "Agreement"); and

WHEREAS, Generator and TSP wish to proceed with site work at the Substation Site prior to TSP's acquisition of the Substation Site from Generator.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1. Exhibit B is hereby amended by deleting the exhibit in its entirety and replacing it with Exhibit "B" attached to this First Amendment.
2. Exhibit C, Section 12.D(d) is hereby amended by deleting the subsection in its entirety and replacing it with the following:

These necessary real property rights described in (a), (b), and (c) above are required to be conveyed to TSP (or such requirement is waived by TSP in its discretion) before TSP can commence construction, as contemplated in Exhibit A, Section 4.3; provided, however, that TSP may commence site preparation work following Generator's acquisition of the Substation Site, but prior to Generator's conveyance of the Substation Site to TSP. If TSP does not accept the Substation Site or Generator otherwise fails to convey the Substation Site and Access Easement by November 16, 2018, TSP and Generator will work toward finding an alternative site that meets TSP's approval, if necessary, and will amend this Agreement, including TSP's In-Service Date(s), as necessary. Any costs incurred by TSP in performing site preparation work will be considered costs of constructing the TIF, and are recoverable in accordance with the Agreement, including Section 8.3 of Exhibit A.

3. This First Amendment will become effective upon execution by both Parties.
4. Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

[signature page to follow]

Exhibit "B"
Time Schedule

Interconnection Option chosen by Generator (check one): X Section 4.1.A. or Section 4.1.B

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one):
(1) N/A good faith negotiations, or (2) N/A Designated by Generator upon failure to agree.

Date by which Generator must provide written notice to proceed with TSP's design and procurement and South Texas Electric Cooperative's ("STEC's") full scope of work and provide the first security installment, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **April 30, 2018 – Completed prior to First Amendment**

Date by which Generator must provide the second security installment, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **June 1, 2018– Completed prior to First Amendment**

Date by which Generator must provide written notice to commence construction and provide the final security installment, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **July 1, 2018– Completed prior to First Amendment**

In - Service Date(s): **April 30, 2019**

Scheduled Trial Operation Date: **May 1, 2019**

Scheduled Commercial Operation Date: **July 1, 2019**

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit B.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective agreement between the Parties.

Ranchero Wind Farm, LLC

By: Michael Rucker

Signature: _____

Title: Manager

Date: 10/15/18

LCRA Transmission Services Corporation

By: Sergio Garza, P.E.

Signature: _____

Title: Vice President, LCRA Transmission Design and Protection

Date: 10/16/2018

