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Project No. 35077

Amendment No. 3

INTERCONNECTION AGREEMENT

Between

Wind Energy Transmission Texas, LLC

and

Sharyland Utilities, L.P.

August 23, 2017

THIRD AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
WIND ENERGY TRANSMISSION TEXAS, LLC
AND
SHARYLAND UTILITIES, L.P.

PURSUANT TO Section 4.4 of the Interconnection Agreement between Wind Energy Transmission Texas, LLC and Sharyland Utilities, L.P. dated February 14, 2013 (as amended by that certain First Amendment To Interconnection Agreement Between Wind Energy Transmission Texas, LLC and Sharyland Utilities, L.P. dated August 17, 2015, and by that certain Second Amendment To Interconnection Agreement Between Wind Energy Transmission Texas, LLC and Sharyland Utilities, L.P. dated September 23, 2016, the "Agreement"), Wind Energy Transmission Texas, LLC ("WETT") and Sharyland Utilities, L.P. ("Sharyland") (together the "Parties") hereby enter into this Third Amendment (the "Third Amendment") to make the following changes, additions, and modifications to Exhibit A and the Facility Schedules of the Agreement on this 23rd day of August, 2017, in order to add the new Point of Interconnection at WETT's Long Draw Substation:

- A. Exhibit A attached hereto is hereby substituted for and replaces Exhibit A of the Agreement in its entirety.
- B. Facility Schedule No. 4 (including the Long Draw One-line Diagram) attached hereto is hereby added to the Agreement as a new Facility Schedule in Exhibit A.

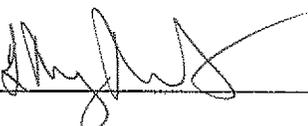
The Parties further agree as follows:

1. The Parties agree that the above listed changes, additions, and modifications conform to Section 4.4 of the Agreement and are made in conformance therewith.
2. The Parties further agree that unless expressly referenced and modified, substituted, or changed herein, all the remaining terms, provisions and conditions of the Agreement, including the Exhibits thereto, remain in full force and effect and fully binding on the Parties.
3. This Third Amendment shall in all respects be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law principles thereof which may direct the application of the laws of another jurisdiction.

4. This Third Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Third Amendment by facsimile or other electronic means will for all purposes be treated as the equivalent of delivery of a manually executed and delivered counterpart of this Third Amendment.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Third Amendment to be effective on the date first written above.

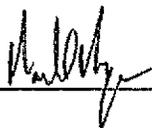
WIND ENERGY TRANSMISSION TEXAS, LLC

By:  _____

Name: L. Wayne Morton

Title: General Manager

SHARYLAND UTILITIES, L.P.

By:  _____

Name: Mark Meyer

KMF Title: Vice President, Major Construction & Engineering

FACILITY SCHEDULE NO. 4

1. **Name:** Long Draw Substation
2. **Point of Interconnection location:** The Long Draw Substation is located at 9400 FM 1054, Gail, TX, 79738, in Borden County, Texas.

A new, single, one (1) Point of Interconnection in the Long Draw Substation generally described as "Line 11" on the attached one line drawing:
 - where the incoming 345 kV transmission line from an as yet unnamed Sharyland 345kV station, such point being designated "Line 11", connects to the Long Draw H-Frame.
Sharyland shall terminate at WETT's dead end structure at the Point of Interconnection.
3. **Interconnection Voltage:** 345 kV
4. **Normal closed:** Yes
5. **One-Line Diagram Attached:** Yes
6. **Facilities owned by WETT:** Any equipment and/or facilities not described as owned by Sharyland in section 7 below will be owned by WETT.
7. **Facilities owned by Sharyland:**
 - One (1) transmission circuit (three phase conductors each) dead end insulators that attach to the dead end structure.
 - One (1) static conductor with optical ground wire for the other circuit extending to the fiber splice enclosure on the station H-Frame.
8. **Cost Responsibility:** Each Party will be fully responsible for the cost of maintenance and repair of the equipment it owns.
9. **Operational and Maintenance Responsibility:** WETT will be responsible for the operation and maintenance of all equipment located within the station. Sharyland will not have any operational responsibilities for the Long Draw Substation.

FACILITY SCHEDULE FS-4
Long Draw 345 kV Station One-Line Diagram

See attached.

