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PUBLIC UTILITY COMMISSION OF TEXAS
Substantive Rule 25.195(e)

Project No. 35077

Interconnection Agreement

Dated as of May 26, 2011
Amendment #1 December 28, 2011

Between

Electric Transmission Texas, LLC

and

Oncor Electric Delivery Company LLC

January 6, 2012

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INTERCONNECTION AGREEMENT
BETWEEN
ELECTRIC TRANSMISSION TEXAS, LLC
AND
ONCOR ELECTRIC DELIVERY COMPANY LLC
DATED: May 26, 2011
Amendment #1 December 28, 2011

**INTERCONNECTION AGREEMENT
BETWEEN
ELECTRIC TRANSMISSION TEXAS, LLC
AND
ONCOR ELECTRIC DELIVERY COMPANY LLC**

This Agreement is made and entered into this 26th day of May, 2011, by and between Electric Transmission Texas, LLC ("ETT") and Oncor Electric Delivery Company LLC ("Oncor") each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties."

WITNESSETH

WHEREAS, each Party is the owner and operator of electric transmission facilities and is engaged in the business of transmitting electric energy within the Electric Reliability Council of Texas region; and

WHEREAS, the Parties desire to interconnect their respective electric transmission systems in the respects and under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein set forth, the Parties agree as follows:

ARTICLE I – EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date first set forth above. This Agreement shall have an initial term of ten (10) years from the effective date, and shall continue in effect from year-to-year thereafter, unless earlier terminated by the mutual agreement of the Parties or otherwise terminated in accordance with its terms. Upon termination of this Agreement, each Party shall disconnect its facilities at the Points of Interconnection and discontinue use of the facilities of the other Party associated with such Points of Interconnection, unless otherwise mutually agreed by the Parties.

ARTICLE II – OBJECTIVE AND SCOPE

2.1 It is the intent of the Parties, by this Agreement, to state the terms and conditions under which the Parties' electric transmission systems will be interconnected and to identify the facilities and equipment provided by each Party at the Points of Interconnection.

2.2 This Agreement shall apply to the ownership, design, construction, control, operation, and maintenance of those facilities that are specifically identified and described in the Facility Schedules.

ARTICLE III – DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

3.1 Agreement shall mean this Agreement with all schedules and attachments hereto, and any schedules and attachments hereafter added by amendment to this Agreement.

3.2 ANSI Standards shall mean the American National Standards Institute Standards in effect at the time a new Point of Interconnection is constructed.

3.3 ERCOT shall mean the Electric Reliability Council of Texas, Inc., or its successor in function.

3.4 ERCOT Requirements shall mean the ERCOT Operating Guides, ERCOT Protocols, as well as any other binding documents adopted by ERCOT relating to the interconnection and operation of electric transmission systems in ERCOT, including any amendments of those Guides, Protocols, and binding documents that are adopted by ERCOT from time to time and any successors thereto.

3.5 Facility Schedule(s) shall mean the addendum(s) attached to and made a part of this Agreement that describe the responsibilities of the Parties at, or in association with, the Point(s) of Interconnection, including, but not limited to, with respect to ownership, design, construction, control, operation, and maintenance.

3.6 Good Utility Practice shall have the meaning ascribed thereto in PUCT Rule 25.5(56) or its successor.

3.7 IEEE Standards shall mean the Institute of Electrical and Electronic Engineers Standards in effect at the time a new Point of Interconnection is constructed.

3.8 NERC shall mean the North American Electric Reliability Corporation or its successor in function.

3.9 NERC Reliability Standards shall mean the electric reliability standards enforced by NERC and applicable to the Parties to this Agreement.

3.10 NESC shall mean the National Electrical Safety Code in effect at the time a new Point of Interconnection is constructed.

3.11 Person shall mean any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization, or other entity.

3.12 Point(s) of Interconnection shall mean the points of interconnection specified in Exhibit A and described in the Facility Schedule(s) where the electrical systems of the Parties are connected or may, by the closure of normally open switches, be connected, such that electric power may flow in either direction.

3.13 PUCT shall mean the Public Utility Commission of Texas or its successor in function.

ARTICLE IV – ESTABLISHMENT, MODIFICATION, AND TERMINATION OF POINTS OF INTERCONNECTION

4.1 The Parties agree to interconnect their facilities at each Point of Interconnection in accordance with the terms and conditions of this Agreement.

4.2 With respect to Points of Interconnection designed, constructed, modified, or removed after the effective date of this Agreement, the Parties agree that such work will be conducted in accordance with (a) Good Utility Practice; (b) applicable laws and regulations; (c) applicable provisions of the NERC Reliability Standards and ERCOT Requirements; and (d) applicable provisions of the following standards: NESC, ANSI Standards, and IEEE Standards.

4.3 With respect to Points of Interconnection constructed after the effective date of this Agreement, 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 that Point of Interconnection will be determined by both Parties in a cooperative effort to achieve system coordination. Prior to commissioning that 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.

4.4 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 ERCOT Requirements and NERC Reliability Standards, applicable laws and regulations, or as ordered by a regulatory authority having jurisdiction thereof. The Parties agree to use reasonable efforts to coordinate such addition, deletion, or status change of a Point of Interconnection to minimize any disruption in service by either Party in accordance with applicable ERCOT Requirements and the provisions of Article IX. 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.

ARTICLE V - SYSTEM OPERATION AND MAINTENANCE

5.1 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.

5.2 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 agree to use reasonable efforts to coordinate and cooperate on the assessment of the reliability impacts of such Changes on the Parties' interconnected transmission systems in accordance with applicable ERCOT Requirements and NERC Reliability Standards. The Parties will use reasonable efforts to coordinate the implementation of such Changes to minimize any disruption in service by either Party in accordance with applicable ERCOT Requirements and the provisions of Article IX. 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.

5.3 A Party may interrupt service at a Point of Interconnection in accordance with applicable laws, regulations, and ERCOT Requirements.

5.4 Each Party will establish and maintain a control center that shall be staffed twenty-four (24) hours per day, seven (7) days per week, with personnel capable of making operating decisions and possessing the ability to effect control of its transmission facilities at each Point of Interconnection (or make appropriate arrangements for a third party to establish and maintain such a control center on its behalf). For purposes of voice communications between the Parties' transmission control centers, phone numbers will be exchanged and each Party will be notified of changes.

5.5 Neither Party will take any action that would cause the other Party that is not a "public utility" under the Federal Power Act to become a "public utility" under the Federal Power Act or become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission.

ARTICLE VI – INDEMNIFICATION

6.1 Notwithstanding the provisions of Article X but subject to Section 12.2, each Party (the "Indemnifying Party") shall assume all liability for, and shall indemnify the other Party (the "Indemnified Party") for, any losses resulting from negligence or other fault in the design, construction, or operation of their respective facilities. Losses shall include costs and expenses of defending an action or claim made by a third Person, payments for damages related to the death or injury of any individual, damage to the property of the Indemnified Party, and payments by the Indemnified Party for damages to the property of a third Person, and damages payable by the Indemnified Party for the disruption of the business of a third Person. This Section 6.1 does not create a liability on the part of either Party to a retail customer or other third Person, but requires indemnification where such liability exists. The indemnification required under this Section 6.1 does not include responsibility for either Party's costs and expenses of prosecuting or defending an action or claim against the other Party or damages for the disruption of such Party's business. The limitations on liability set forth in this Section 6.1 do not apply in cases of gross negligence or intentional wrongdoing.

ARTICLE VII – NOTICES

7.1 Any notices, claims, requests, demands or other communications between the Parties hereunder, including but not limited to a notice of termination, notice of default, request for amendment, change to a Point of Interconnection, or request for a new Point of Interconnection, shall be (a) forwarded to the designees listed below for each Party; (b) deemed properly given if delivered in writing; and (c) deemed duly delivered when (i) delivered if delivered personally or by nationally recognized overnight courier service (costs prepaid), (ii) sent by facsimile or electronic mail with confirmation of transmission by the transmitting equipment (or, the first business day following such transmission if the date of transmission is not a business day), or (iii) received or rejected by the addressee, if sent by U.S. certified or registered mail, return receipt requested; in each case to the following addresses, facsimile numbers or electronic mail addresses and marked to the attention of the individual (by name or title) designated below:

If to ETT:

Electric Transmission Texas, LLC
J. Calvin Crowder, President
400 W. 15th Street, Suite 800
Austin, Texas 78701-1677
Telephone: (512) 391-6300
Fax: (886) 947-1063
Electronic mail: jccrowder@aep.com

With copy to:

American Electric Power Service Corporation
Manager, Transmission and Interconnection Services
212 E. 6th St
P.O. Box 201
Tulsa, Oklahoma 74102
Telephone: (918) 599-2723
Electronic mail: rlpennybaker@aep.com

If to Oncor:

Oncor Electric Delivery Company LLC
Jeffrey B. Herring, Director – Transmission Services
2233-B Mountain Creek Parkway
Dallas, Texas 75211-6716
Telephone: (214) 743-6812
Fax: (972) 263-6710
Electronic mail: jherring@oncor.com

7.2 The above listed names, titles, and contact information of either Party may be changed upon written notification to the other Party.

ARTICLE VIII - SUCCESSORS AND ASSIGNS

8.1 Subject to the provisions of Section 8.2 below, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

8.2 Neither Party shall assign, directly or indirectly by operation of law or otherwise, any of its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, conditioned, or delayed, provided that neither Party will be required to consent to any assignment that would (a) subject it to additional federal or state regulation; (b) result in the imposition of additional costs of administration that the Party requesting consent to assignment does not agree to reimburse; or (c) in any way diminish the reliability of its system, enlarge its obligations, or otherwise create or maintain an unacceptable condition. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, its interest in this Agreement, in whole or in part, (a) to a successor to all or a substantial portion of the Party's transmission business; (b) to any transmission service provider (including an affiliate of the assigning Party) with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; or (c) for collateral security purposes in connection with any financing or financial arrangements. The respective obligations of the Parties under this Agreement may not be changed, modified, amended, or enlarged, in whole or in part, by reason of any direct or indirect assignment, including pursuant to the sale, merger, or other business combination of either Party with any other Person. Any attempted assignment that violates this Section 9.2 shall be void and ineffective *ab initio*. Any assignment of this Agreement shall not relieve a Party of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld, conditioned, or delayed.

8.3 This Agreement is not intended to and shall not create rights of any character whatsoever in favor of any Persons other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties.

ARTICLE IX - GOVERNING LAW AND REGULATION

9.1 This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof except as to matters exclusively controlled by the Constitution and statutes of the United States of America. This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, rules, regulations, orders, and tariffs of, or approved by, duly constituted regulatory or other governmental authorities having jurisdiction.

9.2 This Agreement and all obligations hereunder, are expressly conditioned upon obtaining all required approvals, authorizations, or acceptances for filing by any regulatory authority whose approval, authorization, or acceptance for filing is required by law. Both Parties hereby agree to support the approval of this Agreement before such regulatory authority and to provide such documents, information, and opinions as may be reasonably required or requested by either Party in the course of approval proceedings.

ARTICLE X - DEFAULT AND FORCE MAJEURE

10.1 The term "Force Majeure" as used herein shall mean any cause beyond the reasonable control of the Party claiming Force Majeure, and without the fault or negligence of such Party, which materially prevents or impairs the performance of such Party's obligations hereunder, including but not limited to, storm, flood, lightning, earthquake, fire, explosion, failure or imminent threat of failure of facilities, civil disturbance, strike or other labor disturbance, sabotage, war, national emergency, or restraint by any federal, state, local or municipal body having jurisdiction over a Party.

10.2 Neither Party shall be considered to be in Default (as hereinafter defined) with respect to any obligation hereunder, other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Section shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE XI - TERMINATION ON DEFAULT

11.1 The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation is excused pursuant to Section 10.2 or is the result of an act or omission of the other Party or any of its agents. Upon discovery of a Default, the non-defaulting Party may give notice of such Default to the defaulting Party. Except as provided in Section 11.2, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided, however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within twenty (20) days after receipt of the Default notice and continuously and diligently exercise its efforts to complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

11.2 If a Default is not cured as provided in Section 11.1, or if a Default is not capable of being cured within the period provided for therein, the non-defaulting Party shall have the right, subject to receipt of any regulatory approvals required by applicable law, (a) to terminate, in its sole discretion, by written notice at any time until cure occurs either (i) this Agreement or (ii) any Facility Schedules as to which the Default relates and disconnect the associated Points of Interconnection; (b) to be relieved of any further obligation (i) hereunder (other than obligations associated with its own Defaults, if any, occurring prior to termination) if that Party shall have elected to terminate this Agreement or (ii) with respect to the terminated Facility Schedules and disconnected Points of Interconnection if it shall have elected to terminate any Facility Schedules

as to which the Default relates; and (c) whether or not that Party terminates this Agreement or any Facility Schedule, to recover from the defaulting Party all amounts due and receive all other remedies to which it is entitled hereunder. The provisions of this Section 11.2 will survive termination of this Agreement.

11.3 The failure of a Party to insist, on any occasion, upon strict performance of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties by this Agreement.

ARTICLE XII- MISCELLANEOUS PROVISIONS

12.1 Any undertaking by a Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of that Party to the public or to the other Party, and it is understood and agreed that any such undertaking shall cease upon the termination of this Agreement.

12.2 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT DAMAGES FOR WHICH A PARTY MAY BE LIABLE TO THE OTHER PARTY UNDER ANOTHER AGREEMENT (OR TO ANY THIRD PARTY) WILL NOT BE CONSIDERED TO BE SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HEREUNDER.

12.3 This Agreement is applicable only to the interconnection of the facilities of the Parties at the Points of Interconnection and does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary to receive any other service that either Party may desire from the other Party or any third party.

12.4 This Agreement, including all Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof if not set forth or provided for herein. This Agreement replaces all other agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein; such agreements are unaffected by this Agreement.

12.5 This Agreement shall not affect the obligations or rights of either Party with respect to other agreements (other than those specifically superseded by Section 13.4). Each Party represents to the other that there is no agreement or other obligation binding upon it, which, as such Party is presently aware, would limit the effectiveness, or frustrate the purpose of this Agreement.

12.6 This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced in writing and executed by the Parties.

12.7 If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.

12.8 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

12.9 This Agreement will be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the undersigned authorized representatives.

**ELECTRIC TRANSMISSION
TEXAS, LLC**

By: J. Calvin Crowder
Name: J. Calvin Crowder
Title: President
Date: 5-26-11

**ONCOR ELECTRIC DELIVERY
COMPANY LLC**

By: Eric B. Herring
Name: Eric B. Herring
Title: Director - Transmission Services
Date: 5/24/11

ETT LEGAL
BY: A. Little
DATE: 5-26-2011

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

FACILITY SCHEDULE NO.	NAME OF POINT OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (kV)	EFFECTIVE DATE OF THIS FACILITY SCHEDULE
1	Leon - Putnam (1)	138	May 26, 2011
2	Riley (2)	345	December 28, 2011

FACILITY SCHEDULE NO. 1

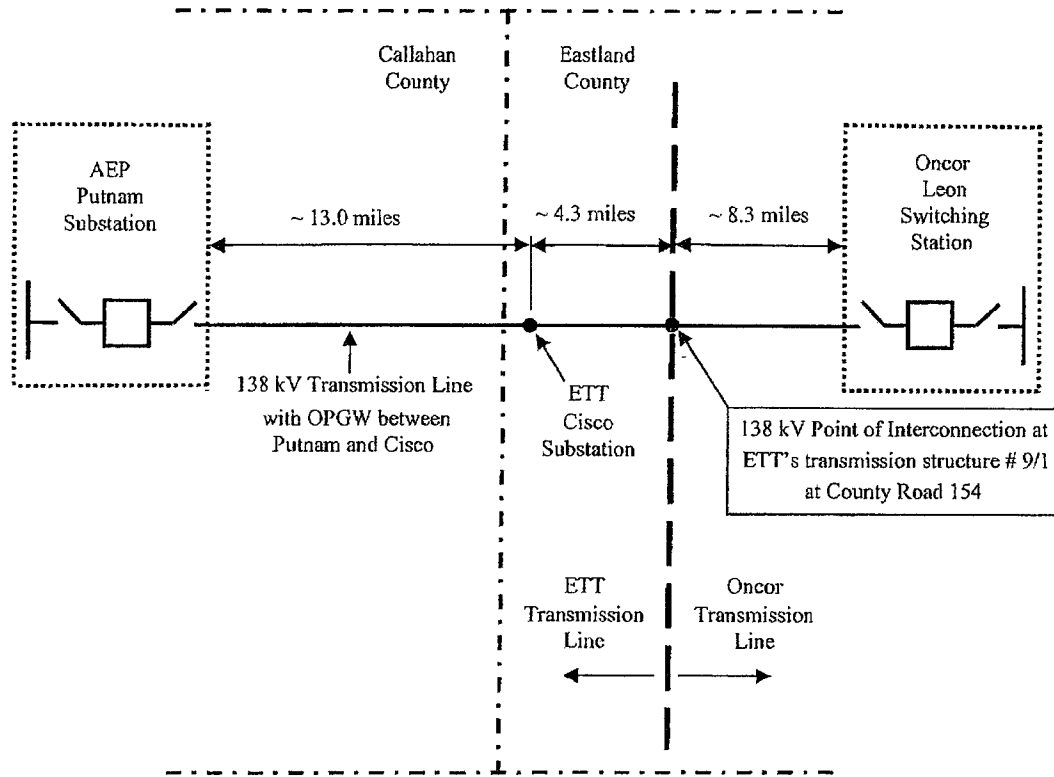
1. **Name: Leon – Putnam Point of Interconnection**
2. **Point of Interconnection location:** The Point of Interconnection is located in Eastland County at ETT's transmission line structure (identified by Oncor as #9/1) where the Leon to Putnam 138 kV transmission line ("Transmission Line") changes ownership between Oncor and ETT approximately 8.3 miles west of Oncor's Leon Switching Station and approximately 4.3 miles east of ETT's Cisco Substation, approximately midway between Cisco and Eastland, Texas, between the Union Pacific Railroad and US Hwy 80, west of CR 154. The Point of Interconnection shall be defined as the physical junctions where ETT's jumper cables connect to Oncor's line conductors on the east side of structure #9/1.
3. **Delivery voltage:** 138 kV
4. **Metering (voltage, location):**

ETT's ION 8600 meters are located at ETT's Cisco Substation to monitor the 138 kV transmission line from the Leon 138 kV Switching Station circuit breaker #1910
5. **Normally closed:** Yes
6. **One line diagram attached:** Yes
7. **Facilities to be furnished and owned or controlled by Oncor:**

138 kV transmission line from Leon Switching Station to structure #9/1, including associated right of way, structures, conductors, insulators, connectors, hardware and shield wire
8. **Facilities to be furnished and owned or controlled by ETT:**

138 kV transmission line from Putnam Substation to and including structure #9/1, associated right of way, structures, conductors, insulators, connectors, hardware, jumpers, Optical Ground Wire ("OPGW") from Putnam Substation to ETT's Cisco Substation, and shield wire from ETT's Cisco Substation to structure #9/1
9. **Cost Responsibility:** Each Party shall be responsible for all costs it incurs associated with facilities it owns at, connected to, or associated with, the Point of Interconnection, including, but not limited to, costs associated with the ownership, engineering, procurement, construction, operation, maintenance, replacement, repair and testing of such facilities.
10. **Switching and Clearance:** Each Party has adopted formal switching procedures that govern safety related issues concerning the operation of its switches connected to the Point of Interconnection and has provided a copy of those procedures to the other Party. Each Party agrees to comply with the aforementioned switching procedures of the other Party applicable to the Point of Interconnection and will notify the other Party in writing of any changes to its procedures relating to the Point of Interconnection.
11. **Supplemental terms and conditions attached:** No

ONE LINE DIAGRAM



FACILITY SCHEDULE NO. 2

1. **Name:** Riley
2. **Points of Interconnection location:** The Riley Switch Station (“Station”) is located in Wilbarger County at 12108 FM 2897, Oklaunion, Texas 76373. There are two (2) Points of Interconnection within the Station at 1) the line-side dead-end structure that terminates the Station to Oncor’s Bowman Switching Station (“Bowman Switch”) No. 1, 345 kV transmission line; and 2) the line-side dead-end structure that terminates the Station to Bowman Switch No. 2, 345 kV transmission line. More specifically the Points of Interconnection are where the terminal lugs on the end of the ETT’s jumpers originating from the Station’s 345 kV rigid bus work physically connect to Oncor’s 345 kV transmission line compression dead-end terminal lugs at the line-side of the Station dead-end structures located inside the Station fence.
3. **Delivery voltage:** 345 kV
4. **Normally closed:** Yes
5. **One line diagram attached:** Yes
6. **Facilities to be furnished and owned or controlled by Oncor:**
 - a) two (2) 345 kV transmission lines, each approximately 40 miles in length, from the Station to Bowman Switch, including associated structures, conductors, insulators, connectors, hardware, one (1) 7/16 inch steel shield wire from Bowman Switch to the line-side dead-end structure within the Station, one (1) optical ground wire (“OPGW”) from Bowman Switch to Oncor’s dead-end structure #1/2 located approximately 750 feet outside the Station fence and one (1) 7/16 inch steel shield wire from dead-end structure #1/2 to the line-side dead-end structure within the Station and associated right of way
 - b) one (1) telecom building, located approximately 80 feet outside the Station fence, and all contents and support equipment within it, including necessary splices, pigtails and fiber distribution panels (“FDPs”) associated with the interface between Oncor’s fiber cables and ETT’s fiber cables
 - c) civil and foundation work for the telecom building
 - d) AC power to the telecom building
 - e) one (1) fiber cable and associated duct/innerduct system from Oncor’s dead-end structure #1/2 to Oncor’s telecom building to ETT’s underground hand holes/splice point located outside the Station. The underground hand hole/splice point closest to the Oncor telecom building will be the interface point between Oncor’s fiber cables and ETT’s fiber cables
 - f) two (2) telecom building extension fiber cables and associated duct/innerduct system from the Oncor telecom building to ETT’s underground hand hole/splice point located outside the Station. The underground hand hole/splice point closest to Oncor’s telecom building will be the interface point between Oncor’s fiber

cables and ETT's fiber cables

7. **Facilities to be furnished and owned or controlled by ETT:**

- a) the Station and all the facilities within it, except for those facilities in the Station identified as being owned or controlled by Oncor in Section 6 above
- b) two (2) line-side dead-end structures
- c) the 345 kV bus conductors (jumpers) connecting to Oncor's 345 kV transmission lines, including associated connectors
- d) hand holes as required for the pulling and coil storage of duct fiber
- e) one (1) fiber cable and associated duct/innerduct system from the Station control house to ETT's underground hand hole/splice point located outside the Station fence. The underground hand hole/splice point closest to Oncor's telecom building will be the interface point between Oncor's fiber cables and ETT's fiber cables

8. **Cost Responsibility:**

Each Party shall be responsible for all costs it incurs associated with the facilities it owns at, connected to, or associated with, the Points of Interconnection, including, but not limited to, costs associated with the ownership, engineering, procurement, construction, operation, maintenance, replacement, repair and testing of such facilities.

9. **Switching and Clearance:**

Each Party has adopted formal switching procedures that govern safety related issues concerning the operation of its switches connected to these Points of Interconnection and has provided a copy of those procedures to the other Party. Each Party agrees to comply with the aforementioned switching procedures of the other Party applicable to the Points of Interconnection and will notify the other Party in writing of any changes to its procedures relating to the Points of Interconnection.

10. **Supplemental terms and conditions:**

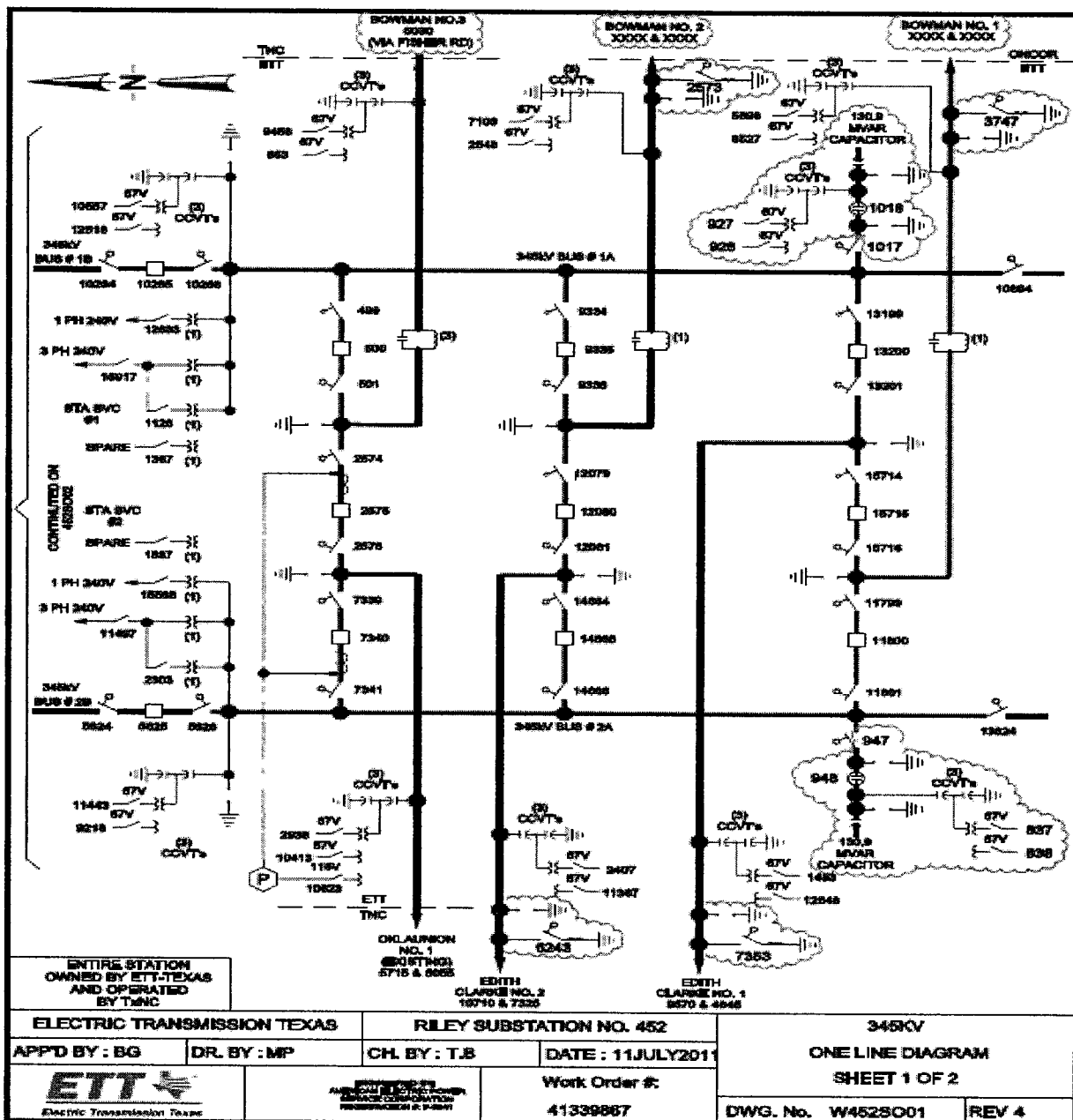
The following supplemental terms and conditions shall apply unless there is a conflict between these terms and conditions and ERCOT Requirements, in which case the ERCOT Requirements shall prevail.

- a) The OPGW identified herein shall be provisioned and maintained in accordance with the following conditions: 1) no fiber optic cable with metallic members shall be extended into the Station control house or Oncor's telecom building; 2) fiber optic cable with metallic members includes, but is not limited to, OPGW, fiber optic cable with an integral trace wire, and metallic-armored fiber optic cable; 3) fiber optic entrance cable systems shall each include all-dielectric fiber optic entrance cable, the necessary outdoor splice boxes, trays and fusion splice sleeves and the necessary indoor splice housing, trays, fusion splice sleeves, fiber pigtails and FDP; and 4) for the Bowman lines, Oncor shall, at its sole expense, perform splicing of all fibers it owns, including the fibers in

transition splices and port terminations in FDPs associated with the OPGW, OPGW jumpers, and entrance fiber cables to Oncor's telecom building and telecom building extension fiber cables from Oncor's telecom building to Oncor's splice box located in ETT's hand hole outside the Station fence, which is the interface point between Oncor's fiber cables and ETT's fiber cables.

- b) The sharing or joint use of certain fiber optic telecommunications facilities owned by ETT will be the subject of a separate fiber sharing agreement (the "Fiber Sharing Agreement"). The Fiber Sharing Agreement will provide, among other things, that i) Oncor shall use ETT's fiber optic telecommunications facilities only to support the function, operation, and protection of the electric transmission line, the electric transmission system and electric grid, subject to the rights owned by ETT and Texas law, and such fiber optic telecommunications facilities shall not be made available to third parties by Oncor or used by Oncor for commercial use, and ii) no limitation or prohibition shall exist with respect to ETT's right to grant to third parties any rights or privileges to use any of ETT's fiber optic telecommunications facilities so long as such use does not adversely impact Oncor's rights in the use of those fiber optic telecommunication facilities granted to Oncor pursuant to the Easement, the Fiber Sharing Agreement, and this interconnection agreement between the Parties. While the Parties may interconnect their fiber optic telecommunication facilities at the Station site prior to the execution of the Fiber Sharing Agreement in connection with the initial electrical interconnection, it is the intent of the Parties to execute the Fiber Sharing Agreement prior to the either Party providing fiber sharing services to the other.
- c) Each Party shall provide station operational data for facilities it owns or controls to ERCOT via Inter-control Center Communications Protocol (ICCP), or other methods acceptable to ERCOT.
- d) Any grounding connections between the Station and Oncor's telecom facilities shall meet ETT's specifications.
- e) ETT shall grant land rights to Oncor for Oncor's 1) transmission lines to the points of attachment to the dead-end structures within the Station; 2) distribution line and associated distribution facilities serving Oncor's telecom building; and 3) fiber optic facilities, including Oncor's telecom building and associated facilities and equipment to be located outside the Station fence.

**FACILITY SCHEDULE NO. 2
ONE LINE DIAGRAM
RILEY SWITCHING STATION**



PROJECTWISE 8.6" x 11" A BORDER AEP A CELL

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**AMENDMENT NO. 1
TO THE ETT-ONCOR
INTERCONNECTION AGREEMENT**

This Amendment No. 1 to the ETT-Oncor Interconnection Agreement (this "Amendment") is made by and between Electric Transmission Texas, LLC ("ETT") and Oncor Electric Delivery Company LLC ("Oncor") to be effective as of the Effective Date (as defined below). ETT and Oncor each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties."

WITNESSETH

WHEREAS, ETT and Oncor are parties to that certain Interconnection Agreement dated as of May 26, 2011 (the "Interconnection Agreement");

WHEREAS, the Parties desire to add Facility Schedule No. 2 to reflect that Riley Points of Interconnection are addressed in this interconnection.

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

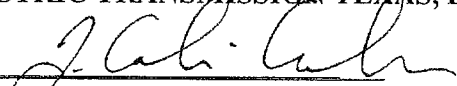
This Amendment shall be effective as of December 28, 2011, (the "Effective Date"). Effective as of the Effective Date, Facility Schedule No. 2 is hereby added and attached hereto and b) Exhibit A of the Interconnection Agreement is hereby amended and superseded by the revised Exhibit A attached hereto.

III. RATIFICATION OF OTHER TERMS

All other 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.

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 of which shall constitute one and the same instrument.

ELECTRIC TRANSMISSION TEXAS, LLC

By: 
J. Calvin Crowder
President

ETT LEGAL
BY: A. L. Hobbs
DATE: 12.28.11

ONCOR ELECTRIC DELIVERY COMPANY LLC

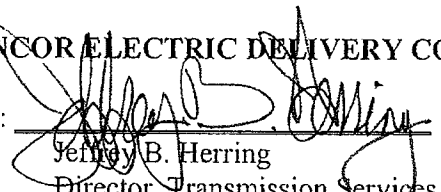
By: 
Jeffrey B. Herring
Director, Transmission Services

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

FACILITY SCHEDULE NO.	NAME OF POINT OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (KV)	EFFECTIVE DATE OF THIS FACILITY SCHEDULE
1	Leon – Putnam (1)	138	May 26, 2011
2	Riley (2)	345	<i>December 28, 2011</i>

FACILITY SCHEDULE NO. 2

1. **Name:** Riley
2. **Points of Interconnection location:** The Riley Switch Station ("Station") is located in Wilbarger County at 12108 FM 2897, Oklaunion, Texas 76373. There are two (2) Points of Interconnection within the Station at 1) the line-side dead-end structure that terminates the Station to Oncor's Bowman Switching Station ("Bowman Switch") No. 1, 345 kV transmission line; and 2) the line-side dead-end structure that terminates the Station to Bowman Switch No. 2, 345 kV transmission line. More specifically the Points of Interconnection are where the terminal lugs on the end of the ETT's jumpers originating from the Station's 345 kV rigid bus work physically connect to Oncor's 345 kV transmission line compression dead-end terminal lugs at the line-side of the Station dead-end structures located inside the Station fence.
3. **Delivery voltage:** 345 kV
4. **Normally closed:** Yes
5. **One line diagram attached:** Yes
6. **Facilities to be furnished and owned or controlled by Oncor:**
 - a) two (2) 345 kV transmission lines, each approximately 40 miles in length, from the Station to Bowman Switch, including associated structures, conductors, insulators, connectors, hardware, one (1) 7/16 inch steel shield wire from Bowman Switch to the line-side dead-end structure within the Station, one (1) optical ground wire ("OPGW") from Bowman Switch to Oncor's dead-end structure #1/2 located approximately 750 feet outside the Station fence and one (1) 7/16 inch steel shield wire from dead-end structure #1/2 to the line-side dead-end structure within the Station and associated right of way
 - b) one (1) telecom building, located approximately 80 feet outside the Station fence, and all contents and support equipment within it, including necessary splices, pigtails and fiber distribution panels ("FDPs") associated with the interface between Oncor's fiber cables and ETT's fiber cables
 - c) civil and foundation work for the telecom building
 - d) AC power to the telecom building
 - e) one (1) fiber cable and associated duct/innerduct system from Oncor's dead-end structure #1/2 to Oncor's telecom building to ETT's underground hand holes/splice point located outside the Station. The underground hand hole/splice point closest to the Oncor telecom building will be the interface point between Oncor's fiber cables and ETT's fiber cables
 - f) two (2) telecom building extension fiber cables and associated duct/innerduct system from the Oncor telecom building to ETT's underground hand hole/splice point located outside the Station. The underground hand hole/splice point closest to Oncor's telecom building will be the interface point between Oncor's fiber

cables and ETT's fiber cables

7. **Facilities to be furnished and owned or controlled by ETT:**

- a) the Station and all the facilities within it, except for those facilities in the Station identified as being owned or controlled by Oncor in Section 6 above
- b) two (2) line-side dead-end structures
- c) the 345 kV bus conductors (jumpers) connecting to Oncor's 345 kV transmission lines, including associated connectors
- d) hand holes as required for the pulling and coil storage of duct fiber
- e) one (1) fiber cable and associated duct/innerduct system from the Station control house to ETT's underground hand hole/splice point located outside the Station fence. The underground hand hole/splice point closest to Oncor's telecom building will be the interface point between Oncor's fiber cables and ETT's fiber cables

8. **Cost Responsibility:**

Each Party shall be responsible for all costs it incurs associated with the facilities it owns at, connected to, or associated with, the Points of Interconnection, including, but not limited to, costs associated with the ownership, engineering, procurement, construction, operation, maintenance, replacement, repair and testing of such facilities.

9. **Switching and Clearance:**

Each Party has adopted formal switching procedures that govern safety related issues concerning the operation of its switches connected to these Points of Interconnection and has provided a copy of those procedures to the other Party. Each Party agrees to comply with the aforementioned switching procedures of the other Party applicable to the Points of Interconnection and will notify the other Party in writing of any changes to its procedures relating to the Points of Interconnection.

10. **Supplemental terms and conditions:**

The following supplemental terms and conditions shall apply unless there is a conflict between these terms and conditions and ERCOT Requirements, in which case the ERCOT Requirements shall prevail.

- a) The OPGW identified herein shall be provisioned and maintained in accordance with the following conditions: 1) no fiber optic cable with metallic members shall be extended into the Station control house or Oncor's telecom building; 2) fiber optic cable with metallic members includes, but is not limited to, OPGW, fiber optic cable with an integral trace wire, and metallic-armored fiber optic cable; 3) fiber optic entrance cable systems shall each include all-dielectric fiber optic entrance cable, the necessary outdoor splice boxes, trays and fusion splice sleeves and the necessary indoor splice housing, trays, fusion splice sleeves, fiber pigtailed and FDP; and 4) for the Bowman lines, Oncor shall, at its sole expense, perform splicing of all fibers it owns, including the fibers in

transition splices and port terminations in FDPs associated with the OPGW, OPGW jumpers, and entrance fiber cables to Oncor's telecom building and telecom building extension fiber cables from Oncor's telecom building to Oncor's splice box located in ETT's hand hole outside the Station fence, which is the interface point between Oncor's fiber cables and ETT's fiber cables.

- b) The sharing or joint use of certain fiber optic telecommunications facilities owned by ETT will be the subject of a separate fiber sharing agreement (the "Fiber Sharing Agreement"). The Fiber Sharing Agreement will provide, among other things, that i) Oncor shall use ETT's fiber optic telecommunications facilities only to support the function, operation, and protection of the electric transmission line, the electric transmission system and electric grid, subject to the rights owned by ETT and Texas law, and such fiber optic telecommunications facilities shall not be made available to third parties by Oncor or used by Oncor for commercial use, and ii) no limitation or prohibition shall exist with respect to ETT's right to grant to third parties any rights or privileges to use any of ETT's fiber optic telecommunications facilities so long as such use does not adversely impact Oncor's rights in the use of those fiber optic telecommunication facilities granted to Oncor pursuant to the Easement, the Fiber Sharing Agreement, and this interconnection agreement between the Parties. While the Parties may interconnect their fiber optic telecommunication facilities at the Station site prior to the execution of the Fiber Sharing Agreement in connection with the initial electrical interconnection, it is the intent of the Parties to execute the Fiber Sharing Agreement prior to the either Party providing fiber sharing services to the other.
- c) Each Party shall provide station operational data for facilities it owns or controls to ERCOT via Inter-control Center Communications Protocol (ICCP), or other methods acceptable to ERCOT.
- d) Any grounding connections between the Station and Oncor's telecom facilities shall meet ETT's specifications.
- e) ETT shall grant land rights to Oncor for Oncor's 1) transmission lines to the points of attachment to the dead-end structures within the Station; 2) distribution line and associated distribution facilities serving Oncor's telecom building; and 3) fiber optic facilities, including Oncor's telecom building and associated facilities and equipment to be located outside the Station fence.

