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PROJECT NO. 35077

**INFORMATIONAL FILING OF ERCOT INTERCONNECTION AGREEMENTS
PURSUANT TO SUBST. R. SEC. 25.195(e)**

INTERCONNECTION AGREEMENT

BETWEEN

CROSS TEXAS TRANSMISSION, LLC

AND

SHARYLAND UTILITIES, L.P.

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DATED: FEBRUARY 28, 2013

**INTERCONNECTION AGREEMENT BETWEEN
CROSS TEXAS TRANSMISSION, LLC
AND
SHARYLAND UTILITIES, L.P.**

This Agreement is made and entered into this 28th day of February, 2013, by and between Cross Texas Transmission, LLC ("CTT") and Sharyland Utilities, L.P., a Texas limited partnership ("SU" or "Sharyland"), 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 transmission facilities and is engaged in the business of transmitting electric energy ultimately to the general public within the ERCOT region; and

WHEREAS, the Parties desire to interconnect their respective transmission systems with provisions for Collocation and fiber optic cable use within interconnection facilities 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 1 - EFFECTIVE DATE AND TERM

1.1 This Agreement and any subsequent addendum or amendment to this Agreement shall become effective on the date of execution by both Parties, subject to any applicable regulatory approvals. Unless otherwise mutually agreed, this Agreement shall remain in effect initially for a term of thirty (30) years from the effective date, and shall continue in effect thereafter for periods of five (5) years each unless canceled (a) by mutual written agreement of the Parties, (b) after the initial period or any subsequent period by either Party by providing written notice to the other Party at least thirty six (36) months prior to the expiration of the initial period or any subsequent period, or (c) pursuant to Sections 13.3, 14.1, 15.1, or 16.7. Any termination of this Agreement shall be subject to the applicable regulations and approvals (if required) of any jurisdictional regulatory authority.

ARTICLE 2 - OBJECTIVE AND SCOPE

2.1 It is the intent of the Parties, by this Agreement, to state the terms and conditions under which 1) the Parties' respective transmission systems will be interconnected; 2) Collocation will be provided for and managed; 3) fiber optic cable use will be designated and managed as between the Parties; , and 4) the facilities and equipment provided by each Party at the points of interconnection between their systems will be identified.

2.2 This Agreement shall apply to the ownership, installation, construction, operation and maintenance of those facilities which are specifically identified and described in the attached Schedules, which are incorporated herein by reference.

2.3 This Agreement, including all attached 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, the Collocation of the facilities of the Parties in the Collocation Spaces, and use of designated fiber optic cable, all as expressly provided for in this Agreement. Neither Party is 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, except for any addenda or amendments as may be agreed to by the Parties from time to time and set forth in writing and signed by the Parties. This Agreement replaces all other agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof and made or executed prior to the date of execution of this Agreement. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein; it is the intent of the Parties that the terms and operation of such agreements be unaffected by this Agreement unless expressly stated otherwise herein.

2.4 All Points of Interconnection, Collocation, and Designated Fiber shall be specified in Exhibit A and the attached Schedules. The Schedules shall specify the responsibilities of each Party with respect to ownership, control, operation, and maintenance of the interconnection facilities.

2.5 From time to time, a Point of Interconnection, Collocation, Designated Fiber, or Designated Fiber Route may be added, changed, modified, or deleted from this Agreement as mutually agreed in writing by the Parties and/or as ordered by a regulatory authority having jurisdiction thereof. Any such change, addition, or deletion shall be recorded in Exhibit A and a Schedule in such a way that the numbering of the other Schedules is not changed.

ARTICLE 3 - DEFINITIONS

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

3.1 "Agreement" shall mean this Agreement with all schedules and attachments applying hereto, including any schedules and attachments hereafter made and any addenda or amendments hereafter made and set forth in writing and signed by the Parties.

3.2 "Basic Services" shall have the meaning set forth in Section 8.4.

3.3 "Collocation" shall mean the ownership, installation, construction, operation and maintenance of Telecommunications Facilities and Equipment by a Party within a Collocation Space provided by the other Party.

- 3.4 "Collocation Space" shall mean a designated space within a building or control house owned by one Party for the purpose of housing the Telecommunications Facilities and Equipment owned by the other Party.
- 3.5 "Connection Point" shall have the meaning set forth in Section 8.10.6.
- 3.6 "CTT" shall have the meaning set forth in the first paragraph of this Agreement.
- 3.7 "Designated Fiber" shall have the meaning set forth in Section 8.10.2.
- 3.8 "Designated Fiber Route" shall have the meaning set forth in Section 8.10.2.
- 3.9 "Designated Fiber Schedule(s)" shall mean the schedule(s) attached to this Agreement and incorporated herein by reference that describe the Parties' agreement on ownership, control, operation, and maintenance responsibilities of each Party and the Parties jointly concerning Designated Fiber and Designated Fiber Routes.
- 3.10 "ERCOT" shall mean the Electric Reliability Council of Texas, Inc. or its successor in function.
- 3.11 "ERCOT Protocols" shall mean the documents adopted by ERCOT, and approved by the PUCT, including any attachments or exhibits referenced or incorporated in such documents, as amended from time to time, that contain the scheduling, operating, planning, reliability, and settlement (including customer registration) policies, rules, guidelines, procedures, standards, and criteria of ERCOT.
- 3.12 "ERCOT Transmission Operator" shall mean the subset of transmission service providers ("TSPs"), transmission and/or distribution service providers ("TDSPs"), or a third party designated by a TSP or a TDSP that is charged with continuous communication (7 days per week and 24 hours per day basis) with ERCOT operations and with carrying out dispatch instructions directly or on behalf of represented TSPs and TDSPs and carrying out other functions as described in the ERCOT Protocols.
- 3.13 "Exhibit A" shall mean the listing attached to this Agreement of all Points of Interconnection between the Parties and referencing the Schedules that detail the information for each Point of Interconnection.
- 3.14 "Facility Schedule(s)" shall mean the schedule(s) attached to this Agreement and incorporated herein that describe the Parties' agreement on ownership, control, operation, and maintenance responsibilities of the Parties at the Point(s) of Interconnection.
- 3.15 "Fiber Owner" shall have the meaning set forth in Section 8.10.1.
- 3.16 "Fiber User" shall have the meaning set forth in Section 8.10.1.

3.17 "Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather is intended to include practices, methods, or acts generally accepted in the region. Good Utility Practice may include, but is not limited to, conformance with the applicable and consistently applied reliability criteria, standards and operating guides of ERCOT and the NERC, or successor organization(s).

3.18 "Independent System Operator" shall mean the ERCOT Independent System Operator as defined in the PUCT Substantive Rules.

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

3.20 "NERC Reliability Standards" shall mean the mandatory electric reliability standards adopted and enforced by NERC.

3.21 "Party" and "Parties" shall have the meaning set forth in the first paragraph of this Agreement.

3.22 "Point(s) of Interconnection" shall mean the points where the electrical systems of the Parties are connected or may, by the closure of normally open switches, be connected.

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

3.24 "Reliability Coordinator" shall have the meaning set forth in NERC's Glossary of Terms, as applicable to the ERCOT region.

3.25 "Schedule(s)" shall mean the Facility Schedules, Telecom Schedules and Designated Fiber Schedules attached to this Agreement and incorporated herein.

3.26 "Sharyland" and "SU" shall have the meaning set forth in the first paragraph of this Agreement.

3.27 "Telecommunications Facilities and Equipment" shall have the meaning set forth in Section 8.1.

3.28 "Telecommunications Industry Standards" shall mean those national standards governing the use of electrical wire, cable, fixtures, and electrical and optical communications cable installed in buildings, jointly promulgated by the American National Standards Institute, the

Electronic Industry Association, and the Telecommunications Industry Association, as those national standards may be amended from time to time.

3.29 "Telecom Schedule(s)" shall mean the schedules attached to this Agreement and incorporated herein by reference that describe the details regarding the location, installation, placement, construction, ownership, control, operation, and maintenance of the Telecommunications Facilities and Equipment in a Collocation Space.

3.30 "TRE" shall mean the Texas Reliability Entity or its successor in function.

ARTICLE 4 - ESTABLISHMENT AND TERMINATION OF POINTS OF TRANSMISSION INTERCONNECTION

4.1 Each Party shall comply with applicable NERC Reliability Standards, and shall adhere to Good Utility Practice, with respect to the interconnection, design, operation, and maintenance of its transmission facilities at the locations identified and described in the Facility Schedules.

4.2 Each Party shall interconnect its transmission facilities at the locations, and in accordance with the terms and conditions, specified in the Facility Schedules.

4.3 Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of Interconnection, at its own risk and expense, design and install, or cause the design and installation of, the transmission or third-party interconnecting facilities (including all apparatus and necessary protective devices) on its side of the Point of Interconnection, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the system of one Party, from affecting or impairing the system of the other Party, or other systems to which the system of such Party is interconnected. The Parties shall establish each Point of Interconnection in conformance with the ERCOT Protocols. Each Party shall cause its facilities to be constructed in accordance with specifications at least equal to those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction. Except as otherwise provided in the Facility Schedules, each Party shall be responsible for the equipment and facilities it owns on its side of the Point of Interconnection.

4.4 Neither Party shall have the right to disconnect from the other Party at any Point of Interconnection specified on Exhibit A and a Facility Schedule, either originally attached to this Agreement or added subsequent to the execution of this Agreement, unless 1) mutually agreed in writing by both Parties, and 2) upon regulatory approval, if required; provided, however, a Party may unilaterally disconnect from the other at a specified Point of Interconnection in the event of a material violation of the terms of this Agreement, for which opportunity to correct such violation was given under Section 15.1 of this Agreement and such violation was not corrected in accordance with the terms of said Section 15.1

4.5 For facilities not specified in the Facility Schedules, or if either Party desires to make equipment changes or additions to the equipment at a Point of Interconnection, which change or

addition may affect the operation or performance of the other Party's interconnection facilities, the Party owning the facilities or making the change or addition shall notify the other Party, in writing, of such facilities, changes or additions sufficiently in advance of the change or addition that the other Party has an opportunity to review and comment on the proposal(s). Such changes or additions shall be made in accordance with Good Utility Practice, ERCOT Protocols, the National Electrical Safety Code, other applicable codes, and standards in effect at the time of construction, and shall be coordinated between the Parties.

4.6 Each Party shall provide to the other Party, within sixty (60) days of the date of this Agreement, current drawings of the facilities owned by that Party at each Point of Interconnection. Each Party shall further provide to the other Party any updated as-built drawings to the extent that material changes to the facilities occur.

4.7 The Parties shall coordinate and cooperate on assessments of the reliability impacts to the interconnected transmission system of new facilities requesting connection to a Party's distribution or transmission facilities, in accordance with the NERC Reliability Standards and TRE requirements.

4.8 The Parties shall coordinate and cooperate on submitting data and information as may be required or requested by ERCOT, NERC, PUCT, TRE, or other regulatory body with jurisdiction over the Parties or the Transmission Facilities.

ARTICLE 5 - OTHER SERVICES

5.1 This Agreement is applicable only to Collocation and the interconnection of the facilities of the Parties at the Points of Interconnection, and the designation, use and management of fiber as provided for herein. This Agreement 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.

5.2 All transmission, transformation, distribution, metering, operations and maintenance, engineering, billing or other miscellaneous services, if any, will be provided and charged under agreements separate from this Agreement.

ARTICLE 6 - SYSTEM OPERATION AND MAINTENANCE

6.1 Unless otherwise provided by the Schedules, each Party shall, at each Point of Interconnection and Collocation Space, at its own risk and expense, operate and maintain the facilities (including all apparatus and necessary protective devices) it owns or hereafter may own, so as to reasonably minimize the likelihood of voltage and frequency abnormalities (including but not limited to excessive voltage flicker and excessive distortion to the sinusoidal voltage or current waves), originating in the system of one Party, from affecting or impairing the system of the other Party, or any other system to which the other Party is interconnected. The

Parties shall operate and maintain each Point of Interconnection in conformance with the ERCOT Protocols. Except as otherwise provided in the Schedules, each Party shall be responsible for the operation and maintenance of the equipment and facilities it owns on its side of the Point of Interconnection.

6.2 The operational responsibility for facilities owned by one Party, but installed in, on or at another Party's substation or transmission line (including but not limited to Collocation of Telecommunications Facilities and Equipment), will be identified in a Schedule for that particular Point of Interconnection.

6.3 During the term of this Agreement, the Parties shall, consistent with maintaining Good Utility Practices, use commercially reasonable efforts to coordinate their operations to maintain continuity of services to their respective customers. Planned facility maintenance by either Party that may or will cause a deviation from the normal power and energy flow at a Point of Interconnection shall be scheduled at a mutually agreeable time. No changes shall be made in the normal operation of a Point of Interconnection without the mutual agreement of the Parties. Each Party shall, to the extent necessary to support continuity of operations, coordinate with the other Party the operation of protective devices on the facilities it operates in the proximity of the Points of Interconnection which might reasonably be expected to affect the operation of facilities on the other Party's system.

6.4 Each Party will provide the reactive requirements for its own system in accordance with the ERCOT Protocols. Each Party will provide the reactive requirements for its own system in a manner that will not impose a burden on the other Party's system.

6.5 Each Party shall perform or delegate to another entity the functions of an "ERCOT Transmission Operator" as described in the ERCOT Protocols. Each Party shall identify and notify the other of the ERCOT Transmission Operator acting on its behalf. The Party or its delegee performing the functions of an ERCOT Transmission Operator shall have full authority to coordinate operations with the other Party or its delegee and to then perform any necessary load shedding, switching, and other transmission activities that are deemed necessary to reliably maintain the electric system. A Party may delegate the functions of an ERCOT Transmission Operator to the other Party through the execution of a separate written agreement. The Party accepting the delegation may not delegate any or all responsibilities delegated to it to a third party without the other Party's written consent.

6.6 Each Party shall ensure that its operators who have been designated to carry out directives and instructions from the other Party's operators, or from its delegated ERCOT Transmission Operator, are properly authorized and trained to comply with all reliability directives issued by an ERCOT Transmission Operator or Reliability Coordinator, including shedding firm load, provided, however, that if such actions would violate safety, equipment, regulatory or statutory requirements, then the Party's operators who have been asked or directed

to take such action shall immediately inform the other Party's operators of the infeasibility or inability to perform the directive so that alternate remedial actions may be implemented.

ARTICLE 7 - RIGHTS OF ACCESS, EQUIPMENT INSTALLATION, AND REMOVAL

7.1 Each Party grants to the other Party permission to install, maintain, and/or operate, or cause to be installed, maintained, and/or operated, on its premises, the necessary equipment, apparatus, and devices required for the performance of this Agreement. Any such installation, maintenance, and operation to be performed, except in the case of emergencies, shall be performed only after a schedule of such activity has been submitted and agreed upon by the Parties.

7.2 Upon reasonable notice, each site-owner Party shall permit duly authorized representatives and employees of the other Party to enter upon the site owner Party's premises for the purpose of inspecting, testing, repairing, renewing, or exchanging any or all of the equipment owned by the other Party that is located on such premises or for the purpose of performing any work necessary in the performance of this Agreement. Reasonable notice shall be determined under the circumstances. In case of emergency, each Party or its duly authorized representative may enter onto the premises of the site owner Party; provided, however, that notice of the emergency shall be provided as soon as practicable after the emergency has been dealt with. Representatives and employees of a Party entering the premises of the site-owner Party shall comply with the site-owner Party's access, safety, and security procedures and practices. Each Party recognizes that facilities that must be compliant with NERC Critical Infrastructure Protection standards may have stricter access requirements.

7.3 Each Party shall retain ownership of any and all equipment, apparatus, devices, or facilities installed on or in the premises of the other site-owner Party, regardless of the manner of installation. Upon the termination of any Point of Interconnection or Collocation Space under this Agreement, the Party owning and installing such equipment, apparatus, devices, or facilities on the property of the other Party, shall have the right to (i) sell such equipment, apparatus, devices, or facilities to the site-owner Party if that Party wishes to purchase such equipment, apparatus, devices, or facilities, or (ii) enter the premises of the site-owner Party and, within a reasonable time, remove such equipment, apparatus, devices, or facilities, at no cost to the owner of the premises. If, upon the termination of any Point of Interconnection or Collocation Space under this Agreement, equipment of a Party that is installed on the premises of the site-owner Party is either not sold to the site-owner Party or removed by the owning Party within ninety (90) days, such equipment shall be considered abandoned by the owning Party and may be disposed of by the site-owner Party in the manner the site-owner Party shall determine commercially reasonable and appropriate; provided that such ninety (90) day period may be extended for a reasonable period of time upon request by the owning Party, and provided further that any reasonable net cost incurred by the site-owner Party for disposal of such equipment shall be reimbursed by the abandoning Party that has abandoned same.

7.4 Each Party shall clearly mark its respective equipment, apparatus, devices, or facilities with appropriate ownership identification.

7.5 Either Party may request the other Party to upgrade or modify its terminal facilities at a Point of Interconnection in accordance with the other Party's standard design of equipment. Such request shall not be unreasonably denied.

ARTICLE 8 - TELECOMMUNICATION AND TELEMETERING FACILITIES

8.1 Each Party shall provide, at its own expense, the necessary telecommunication and telemetering facilities needed for the control and operation of its transmission system. Each Party shall have the right to place, locate, construct, install, operate, maintain and repair Telecommunications Facilities and Equipment in interconnection substations owned by the other Party as specified in the Telecom Schedules ("Telecommunications Facilities and Equipment"), except with respect to Designated Fiber, which is addressed in Section 8.10. Each Party shall have the right to place, locate, construct, install, operate, maintain and repair Telecommunications Facilities and Equipment in interconnection substations owned by the other Party. Such equipment shall be placed and maintained in designated Collocation Space(s) as specified in the Schedules. No use of a Collocation Space by one Party shall create or vest in that Party any easement or other ownership or property right in any real or personal property of the other Party.

8.2 All Telecommunications Facilities and Equipment and Designated Fiber required pursuant to Sections 8.1 and 8.10 shall be selected, installed, tested, operated, and maintained by the Party owning such equipment in accordance with Good Utility Practice, applicable industry standards (including Telecommunications Industry Standards), local, state and federal codes, rules, laws and regulations (including the specifications provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time), ERCOT operating and metering guidelines, and the ERCOT Protocols.

8.3 To the extent any permits are needed to install and construct the Telecommunications Facilities and Equipment, the Party providing Collocation Space shall give reasonable assistance to the other Party in obtaining any such permits.

8.4 The Party providing Collocation Space shall provide to the other Party (or ensure the provision to the other Party of) the electric power, HVAC, and any other services described in the Telecom Schedules ("Basic Services") necessary for the other Party to construct, install and operate the Telecommunications Facilities and Equipment within a Collocation Space. Any charges for such Basic Services shall be specified in the Telecom Schedules.

8.5 The Party using Collocation Space shall not create and shall not permit any lien or encumbrance, including, without limitation, tax liens, mechanics' liens, or other liens or encumbrances, to attach to a Collocation Space, or any equipment or property of the Party providing Collocation Space.

8.6 The Party using Collocation Space or Designated Fiber shall be responsible for payment of all sales, use, gross receipts, or other local, state or Federal taxes, fees, or charges however designated, imposed on or based upon the provision or use of a Collocation Space, the Telecommunications Facilities and Equipment, or Designated Fiber, except taxes on the income or property of the Party providing the Collocation Space or Designated Fiber.

8.7 Each Party shall, upon reasonable written request, cooperate with the other Party to relocate Telecommunications Facilities and Equipment within a Collocation Space; provided, that (a) the area within the Collocation Space where such Telecommunications Facilities and Equipment are relocated is substantially similar to the area used within the Collocation Space prior to such relocation, (b) such relocation can be performed without unreasonable interruption, and (c) such relocation shall be performed at the expense of the Party requesting the relocation. Within ninety (90) days of receiving a notice pursuant to this Section 8.7, the Parties will develop a schedule for relocating the Telecommunications Facilities and Equipment. Each Party will work in good faith to make the relocation occur within one (1) year of the notification to relocate.

8.8 The Party providing the Collocation Space reserves the right to have at least one inspector present during any delivery, installation, repair, or maintenance of the Telecommunications Facilities and Equipment, and to make periodic inspections of any part of the Telecommunications Facilities and Equipment. The Party using the Collocation Space shall have the right to have one or more of its representatives present during the time of any such inspection. Reasonable advance written notice of not less than three (3) business days shall be given of any such inspection, except where it is determined that safety considerations require immediate inspection. The making of periodic inspections or the failure to do so shall not impose liability of any kind whatsoever on the inspecting Party, nor relieve either Party of any responsibility, obligation or liability, nor constitute an approval or warranty, under this Agreement.

8.9 To the extent applicable, the Parties will identify the interface points and the Parties' termination responsibilities in the Telecom Schedules. To the extent one Party owns the fiber optic cable and the other Party is provided use of certain fiber pair(s) under Section 8.10 herein, then the owning Party has the responsibility to install the fiber jumper(s) to a common fiber optic distribution center. Testing of any fiber pair(s) used by the other Party will be addressed in Section 8.10.

8.10 Designated Fiber.

8.10.1 Either Party (a "Fiber Owner") may provide for the use by the other Party (a "Fiber User") of certain fiber optic strands installed and owned by the Fiber Owner along one or more agreed-upon routes for purposes of protecting, monitoring, controlling, operating, maintaining, or otherwise supporting transmission facilities or the electric power grid.

- 8.10.2 The Fiber Owner hereby grants and assigns to the Fiber User the exclusive right to use the dark fiber optic strands identified and described in the Designated Fiber Schedule(s) attached hereto (the "Designated Fiber"). The underground conduit routes for the Designated Fiber, installed by the Fiber Owner for the use of the Fiber User, are more particularly described in the Designated Fiber Schedule(s) attached hereto (the "Designated Fiber Routes").
- 8.10.3 The location or configuration of the underground conduits along the Designated Fiber Routes may be modified from time to time due to construction activities or relocation of the underground conduits or for any other reason, provided that the location of any Connection Point shall not be materially altered without the prior written consent of the Fiber User, which consent shall not be unreasonably withheld, delayed or conditioned. Each Party shall cooperate with the other Party to minimize any disruptions to the Fiber User's use of the Designated Fiber caused by any such relocation. In the event that the conduit is relocated, the Designated Fiber Routes, with respect to such relocated conduit, shall automatically be relocated to the route of such conduit, without need for formal execution of an amendment to this Agreement or the affected Designated Fiber Schedule(s).
- 8.10.4 The Fiber Owner shall install the Designated Fiber along the Designated Fiber Routes at its sole expense. The Fiber Owner shall complete the installation of the Designated Fiber in accordance with a construction schedule mutually agreed to by the Parties.
- 8.10.5 The Fiber User may connect its Telecommunications Equipment to the Designated Fiber at the designated termination points located within the Collocation Space (each a "Connection Point") in accordance with the associated Telecom Schedule.
- 8.10.6 The Fiber Owner shall use reasonable efforts to coordinate with the Fiber User so that any scheduled maintenance work that is reasonably expected to produce any signal discontinuity is performed so as to minimize any loss of use of the Designated Fiber by the Fiber User. To the extent that the Fiber Owner schedules an outage related to maintenance or repair of the Designated Fiber, the Fiber Owner shall provide the Fiber User with a minimum of thirty (30) days advance notice prior to the start of such scheduled outage.
- 8.10.7 Upon being notified of any failure, interruption or impairment in the operation of the Designated Fiber, the Fiber Owner will prepare a service restoration plan, provide it to the Fiber User as soon as practicable, but in any event within twenty-four (24) hours, and use commercially reasonable efforts to repair the Designated

Fiber in a timely manner so as to minimize the period and extent of outage experienced by the Fiber User.

- 8.10.7.1 The Fiber Owner shall provide the Fiber User with notice that Designated Fiber has been returned to service as soon as practicable, but in any event within twenty four (24) hours of completion of the maintenance or repair activities.
- 8.10.7.2 Upon receipt of notice of service restoration, the Fiber User may conduct testing of the Designated Fiber to confirm that the Designated Fiber meets the specifications set forth in the applicable Designated Fiber Schedule(s). The Fiber User shall provide to the Fiber Owner a copy of all test results related to the Designated Fiber. If the testing performed indicates that the Designated Fiber does not meet the specifications set forth in the applicable Designated Fiber Schedule(s), the Fiber Owner shall, as soon as practicable, but in any event within twenty-four (24) hours, provide the Fiber User with a revised service restoration plan to restore the Designated Fiber to meet the specifications in the most expeditious manner.
- 8.10.8 In the event that the Designated Fiber is damaged, the Fiber Owner and the Fiber User agree to enter into good faith negotiations, as soon as reasonably practicable, regarding 1) the repair of such damage, including the option to replace such fiber with new technology agreed upon by the Parties, and 2) to the extent reasonable and necessary under the circumstances, the terms and conditions of this Section 8.10.
- 8.10.9 Upon termination of a Designated Fiber Schedule, (a) the Fiber User shall have no continuing rights to use the Designated Fiber beyond the termination date, and (b) dispose associated Telecommunications Equipment in accordance with Section 7.3.

ARTICLE 9 - INTERCONNECTION COMMITTEE

9.1 For purposes of administering this Agreement and coordinating ongoing transmission operations, engineering, and design at the Points of Interconnection, an Interconnection Committee shall be created. This Interconnection Committee shall be governed by a charter to be developed and agreed to by the Parties, consistent with the objectives and provisions of this Agreement, and shall meet at such times and places, and in such manner, to be established by the Interconnection Committee. Each Party shall have equal representation on the Interconnection Committee. The Interconnection Committee shall also address all interconnection matters related to the Points of Interconnection not specifically addressed in this Agreement or in the ERCOT Protocols or the rules and requirements of the PUCT, NERC and TRE.

ARTICLE 10 - INDEMNIFICATION

10.1 EACH PARTY SHALL ASSUME ALL LIABILITY FOR AND INDEMNIFY, DEFEND, AND SAVE HARMLESS THE OTHER PARTY, ITS DIRECTORS, OFFICERS, AND AGENTS (INCLUDING, BUT NOT LIMITED TO, DIRECTORS, OFFICERS, AND EMPLOYEES OF ITS AFFILIATES AND CONTRACTORS) FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, INCLUDING CLAIMS AND ACTIONS RELATING TO INJURY TO OR DEATH OF ANY PERSON (INCLUDING THE EMPLOYEES OF THE INDEMNIFIED PARTY) OR DAMAGE TO PROPERTY (INCLUDING PROPERTY OF THE INDEMNIFIED PARTY), DEMANDS, SUITS, RECOVERIES, COSTS AND EXPENSES, COURT COSTS, ATTORNEY FEES, AND ALL OTHER OBLIGATIONS BY OR TO THIRD PARTIES, ARISING OUT OF OR RESULTING FROM GROSS NEGLIGENCE OR OTHER FAULT IN THE DESIGN, CONSTRUCTION, OR OPERATION OF ITS FACILITIES, DURING THE PERFORMANCE OF THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, EXCEPT IN CASES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY THE OTHER PARTY.

ARTICLE 11 - NOTICES

11.1 Notices of an administrative nature, including but not limited to a notice of termination, a request for amendment, a change to a Point of Interconnection, or a request for a new Point of Interconnection or Collocation Space, shall be forwarded to the designees listed below for each Party and shall be deemed properly given if delivered in writing to the following:

(a) CROSS TEXAS TRANSMISSION, LLC.

Senior Vice President
400 Chesterfield Center, Suite 105
Chesterfield, MO 63017

(b) SHARYLAND UTILITIES, L.P.

Senior Vice President
1807 Ross Avenue, Suite 460
Dallas, Texas, 75201

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

12.1 Subject to the provisions of Section 12.2, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

12.2 Neither Party shall assign its interest in this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, provided that neither Party will be required to consent to any assignment which would, in its sole judgment and among other reasons, subject it to additional federal or state regulation, result in the imposition of additional costs of administration which the Party requesting assignment does not agree to reimburse, or in any way diminish the reliability of its system, enlarge its obligations or otherwise create or maintain an unacceptable condition. 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 the sale, merger, or other business combination of either Party with any other person or entity. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, its interest in this Agreement, in whole or in part (1) to a successor that has an interest in all or a substantial portion of the Party's transmission and distribution business; (2) in connection with any financing or financial arrangements; or (3) to an affiliate, with affiliate for purposes of this Agreement being an entity that directly or indirectly controls, is controlled by or is under common control with the assigning Party, provided that, in the case of an assignment under the foregoing clause (1) or clause (3), the assignee shall have a creditworthiness not less than that of the assigning Party and be capable of performing the assigning Party's obligations hereunder.

12.3 The several provisions of this Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons, corporations, or associations other than the Parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of the Parties to this Agreement.

ARTICLE 13 - GOVERNING LAW AND REGULATION

13.1 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 and each Party shall comply with all valid applicable federal, state, and local laws, ordinances, rules and regulations of duly constituted regulatory authorities having jurisdiction.

13.1.1 Each Party agrees that all disputes in any way arising out of or resulting from this Agreement will be litigated, if at all, exclusively in the state and/or federal courts venued in Dallas County, Texas. Each Party accordingly hereby submits to the jurisdiction and venue of such courts.

13.2 This Agreement and all obligations hereunder are expressly conditioned upon obtaining approval or authorization or acceptance for filing of this Agreement by any regulatory body, whose approval, authorization or acceptance for filing of this Agreement is required by law. Each Party shall support the filing, approval and/or acceptance for filing of this Agreement before such regulatory authority and shall provide such documents, information, and opinions as may be reasonably required or requested by either Party or applicable regulatory authority in the course of any proceedings in connection with such approval, authorization or acceptance. Each Party shall be responsible for obtaining and maintaining all permits, licenses and other approvals and authorizations as may be necessary or appropriate for the performance of its obligations hereunder.

13.3 In the event that a regulatory authority having jurisdiction over the Parties requires, by rule, order or otherwise, a change in the terms of this Agreement, the Parties shall negotiate in good faith a replacement term that will most nearly accomplish the purpose and intent of the original term consistent with the regulatory requirement. If the Parties cannot reach an agreement over the new term and if the old term is an essential provision of this Agreement, either Party may elect to terminate this Agreement, by providing written notice of such election to the other Party no less than sixty (60) days prior the effective date of such termination. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

ARTICLE 14 - FORCE MAJEURE

14.1 Neither Party shall be responsible for a failure to perform its obligations hereunder to the extent, but only to the extent, that such failure is directly caused by a delay or failure in performance resulting from acts of God, acts of nature, labor disputes, riots, wars, any governmental act or order of a court, or other acts outside the control of the performing Party (each a "Force Majeure"), but such failure to perform shall as far as possible be remedied with all reasonable dispatch, and any failure continuing for more than sixty (60) days shall permit the Party to which performance is due to terminate this Agreement upon sixty (60) days' written notice given to the Party whose performance is prevented by Force Majeure. A Party whose performance is prevented by Force Majeure shall, as soon as reasonably practical after the occurrence of the Force Majeure, provide to the other Party, in writing (or orally followed by writing, if writing is not then practical), notice and full particulars of such Force Majeure, including when the Force Majeure is expected to cease. Force Majeure shall not include economic hardship, improper maintenance, or an act of negligence or willful misconduct by the Party claiming Force Majeure.

ARTICLE 15 - TERMINATION ON DEFAULT AND DISPUTE RESOLUTION

15.1 Should either Party violate any material provisions of this Agreement, the other Party shall give written notice to the violating Party specifying the violation. Upon receipt of such notice, the Party shall have one hundred eighty (180) days to correct such violation, unless the

violation has an impact on safety, reliability, or operations, in which case the Party shall use commercially reasonable efforts, consistent with Good Utility Practice, to correct the violation as soon as practicable, but in any event, within thirty (30) days. In the event such violation of this Agreement is not corrected by the expiration of said time period(s), this Agreement may be terminated by giving the violating Party no less than sixty (60) days' written notice; provided that, if the violation is not capable of correction within the time period(s) specified and the violating Party is exercising the appropriate efforts consistent with Good Utility Practice to correct the violation, then no such termination shall be permitted unless the violating Party ceases its efforts to correct the violation. Nothing in this Section 15.1 or the exercise of any rights hereunder shall limit any other remedy or remedies available under law for such violation.

15.2 In the event of a dispute concerning the performance or non-performance of any obligations flowing from or as a result of this Agreement and prior to the initiation of any litigation, the Parties will voluntarily submit the dispute for resolution through mediation as though it were referred through the operation of the Texas Alternative Dispute Resolution Procedures Act, Title 7, Chapter 154, TEX. CIV. PRAC. & REM. ANN., (Vernon's 2005). Any such mediation shall be submitted to the Austin Dispute Resolution Center (www.austindrc.org) or comparable service if the Austin Dispute Resolution Center is not then available, or other mediation service as may be agreed upon by the Parties. No record, evidence, statement, or declaration resulting from or in connection with such alternate dispute resolution procedure may be used in evidence in subsequent litigation except to demonstrate that this Section 15.2 has been complied with in good faith by either Party. The requirements of the Governmental Dispute Resolution Act, Texas Government Code, Chapter 2009, shall apply as appropriate.

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

ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.1 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 the former Party to the public or to the other Party, and each Party understands and agrees that any such undertaking shall cease upon the termination of this Agreement.

16.2 The several provisions of this Agreement are not intended to and shall not create rights of any character in, nor be enforceable by, parties other than the signatories to this Agreement and their assigns.

16.3 Neither Party shall be liable to the other for any indirect, consequential, incidental, punitive, or exemplary damages.

16.4 This Agreement shall not affect the obligations or rights of either Party with respect to other agreements. Each Party represents that there is no agreement or other obligation binding

upon it, which, as such Party is aware as of the date of this Agreement, would limit the effectiveness or frustrate the purpose of this Agreement.

16.5 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.

16.6 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.

16.7 Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared illegal, invalid, or unenforceable by a court of competent jurisdiction for any reason whatsoever, that term or provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties hereunder, and such illegality, invalidity, or unenforceability shall not affect the validity or legality of the remainder of this Agreement. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent. If the Parties cannot reach an agreement over the amendment and if the unenforceable language is an essential provision of this Agreement, either Party may elect to terminate this Agreement, by providing written notice of such election to the other Party no less than sixty (60) days prior to the effective date of such termination. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

16.8 Except as provided otherwise herein, each Party reserves all rights and remedies hereunder and otherwise permitted by law that have accrued at the date of termination of this Agreement and does not waive any obligation of the other Party by reason of the exercise of its right to terminate this Agreement or of the termination of this Agreement.

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

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IN WITNESS WHEREOF, the Parties have caused this Interconnection Agreement between Cross Texas Transmission, LLC and Sharyland Utilities, L.P. to be executed in two (2) counterparts, each of which shall constitute an original, on the day and year first written above.

CROSS TEXAS TRANSMISSION, LLC

By: 
Title: Senior Vice President

Date: February 28, 2013

SHARYLAND UTILITIES, L.P.

BT By: 
Title: Senior Vice President

Date: February 28, 2013

EXHIBIT A

Schedule No.	Name of Schedule	Location of Points of Interconnection, Collocation, or Designated Fiber	Inter-connection Voltage	Effective Date
FS-1	Facility Schedule No. 1	Tule Canyon	345kV	Upon the earlier of, 1] commissioning date, or 2] the initial date available for startup and testing. Or, such other date mutually acceptable to the Parties
FS-2	Facility Schedule No. 2	Alibates	345kV	Upon the earlier of, 1] commissioning date, or 2] the initial date available for startup and testing. Or, such other date mutually acceptable to the Parties
TS-1	Telecom Schedule No. 1	Tule Canyon		Upon the earlier of, 1] commissioning date, or 2] the initial date available for startup and testing. Or, such other date mutually acceptable to the Parties
TS-2	Telecom Schedule No. 2	Alibates		Upon the earlier of, 1] commissioning date, or 2] the initial date available for startup and testing. Or, such other date mutually acceptable to the Parties
DF-1	Designated Fiber Schedule No. 1	Tule Canyon to Alibates		Upon the earlier of, 1] commissioning date, or 2] the initial date available for startup and testing. Or, such other date mutually acceptable to the Parties

FACILITY SCHEDULE NO. FS-1

1. **Name:** Tule Canyon Substation
2. **Facility Location:** The Tule Canyon Substation is located at 956 Co Rd 9, Silverton, TX 79257, in Briscoe County, Texas.
3. **Points of Interconnection:** There are two (2) Points of Interconnection in the Tule Canyon Substation generally described as:
 - where the incoming 345 kV transmission line, circuit 1 from CTT's Cross substation connects to the dead end structure .
 - where the incoming 345 kV transmission line, circuit 2 from CTT's Cross substation connects to the dead end structure .
4. **Interconnection Voltage:** 345 kV
5. **One Line Diagram Attached:** Yes
6. **Description of Facilities Owned by Each Party:**

CTT owns:

- Two (2) transmission circuits, associated jumpers, and dead end insulators that attach to the dead end structure in the Tule Canyon substation.
- One (1) static ground wire for one transmission circuit and one (1) static conductor with optical ground wire (OPGW) for the other transmission circuit extending to the fiber splice enclosure on the substation H-Frame.
- Telecommunications facilities and equipment in Collocation Space in the Tule Canyon Substation control house, as described in Telecom Schedule 1.

SU owns:

The Tule Canyon Substation including, but not limited to, the following items:

- Forty eight (48) 345 kV switches
- Twenty (20) circuit breakers
- Fourteen (14) surge arresters
- Eight (8) transmission and total bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 345 kV operating and transfer bus, bus potential transformer and associated cabling
- Thirteen (13) metering capacitive coupled voltage transformers (CCVT)
- Three (3) three phase reactors with associated disconnect and bypass switches, vertical switch structure, foundations, insulators and jumpers
- Control house and battery bank
- Station service

7. **Operational Responsibilities of Each Party:** SU will be responsible for the operation of all 345 kV equipment. CTT will not have any operational responsibilities for the Tule

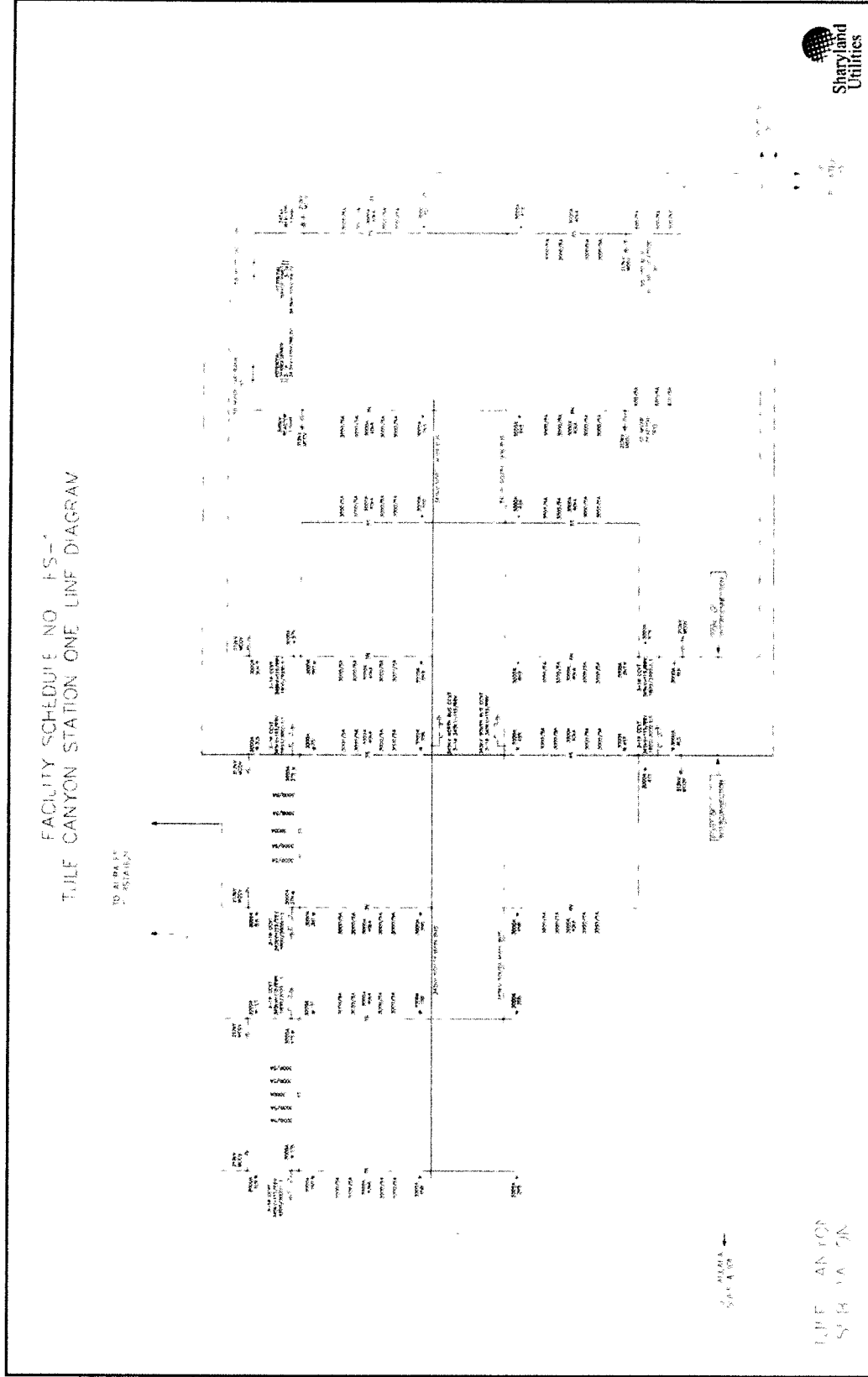
FACILITY SCHEDULE NO. FS-1

Canyon Substation.

8. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

FACILITY SCHEDULE NO. FS-1

Tule Canyon Station One-Line Diagram



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FACILITY SCHEDULE NO. FS-2

1. **Name:** Alibates Substation
2. **Facility Location:** The Alibates Substation is located at 1507 Co Rd 5, Panhandle, TX 79068, in Carson County, Texas.
3. **Points of Interconnection:** There are two (2) Points of Interconnection in the Alibates Substation generally described as:
 - where the incoming 345 kV transmission line, circuit 1, from CTT's Gray substation connects to the dead end structure.
 - where the incoming 345 kV transmission line, circuit 2, from CTT's Gray substation connects to the dead end structure.
4. **Interconnection Voltage:** 345 kV
5. **One Line Diagram Attached:** Yes
6. **Description of Facilities Owned by Each Party:**

CTT owns:

- Two (2) transmission circuits, associated jumpers, and dead end insulators that attach to the dead end structure in the Alibates Substation.
- One (1) static ground wire for one transmission circuit and one (1) static conductor with optical ground wire (OPGW) for the other transmission circuit extending to the fiber splice enclosure on the substation H-Frame.
- Telecommunications facilities and equipment in Collocation Space in the Alibates Substation control house, as described in Telecom Schedule 2.

SU owns:

The Alibates Substation including, but not limited to, the following items.

- Twenty (26) 345 kV switches
- Fourteen (14) 345 kV circuit breakers
- Ten (10) surge arresters
- Eight (8) transmission bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 345 kV operating and transfer bus, bus potential transformer and associated cabling.
- Ten (10) metering capacitive coupled voltage transformers (CCVT)
- Two (2) three phase reactors with associated disconnect and bypass switches, vertical switch structure, foundations, insulators and jumpers
- Control house and battery bank
- Station Service

7. **Operational Responsibilities of Each Party:** SU will be responsible for the operation of all 345 kV equipment. CTT will not have any operational responsibilities for the Alibates

FACILITY SCHEDULE NO. FS-2

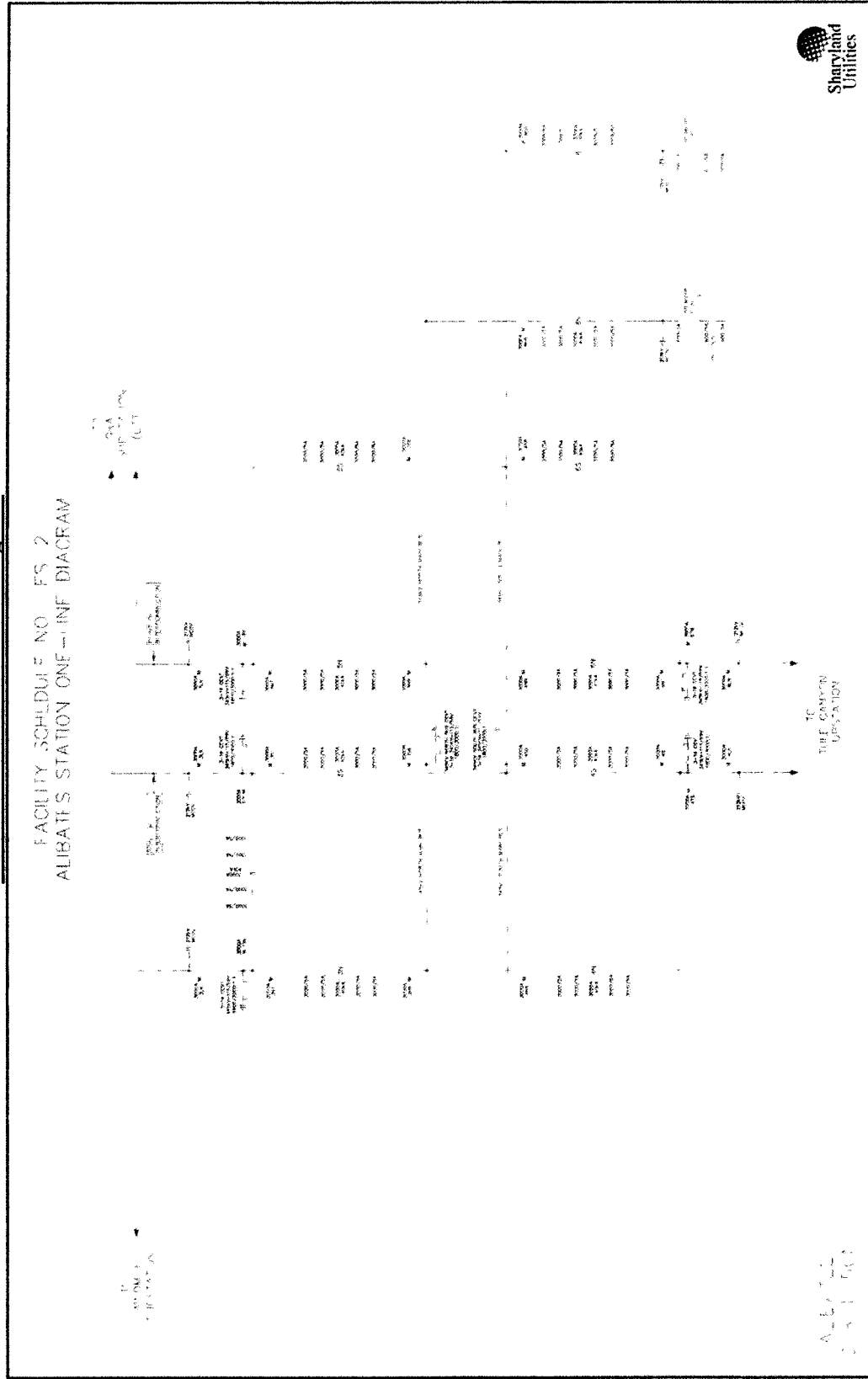
Substation.

8. Maintenance Responsibilities of Each Party: Each Party will be fully responsible for the maintenance of the equipment it owns.

FACILITY SCHEDULE NO. FS-2

Alibates Station One-Line Diagram

FACILITY SCHEDULE NO. FS-2
ALIBATES STATION ONE-LINE DIAGRAM



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TELECOM SCHEDULE NO. TS-1

1. **Name of Telecom Schedule:** CTT Telecommunications Facilities and Equipment at Sharyland's Tule Canyon Substation.

2. **Description of Collocation Space:** CTT Telecommunications Facilities and Equipment will be collocated in the control house on the property of Sharyland's Tule Canyon Substation. The attached diagram indicates the location of the CTT telecom equipment in the control house at the Tule Canyon Substation. Sharyland will provide space for a single cabinet with a footprint up to 36" by 36", with adequate space in front and behind for door openings.

3. **Purpose of Equipment:** The purpose of the equipment is for protection and control of the electrical transmission network in the Panhandle of Texas. CTT will locate telecom equipment in the Collocation Space located at the Tule Canyon Substation owned by Sharyland for the purpose of establishing high-bandwidth redundant fiber optic communication paths (SONET Rings).

4. **Description of Facilities and Equipment to Be Installed:** CTT will provide a single, pre-configured cabinet for installation at Tule Canyon Substation. The cabinet will contain:

- two (2) GE JungleMUX SONET multiplexers;
- redundant power distribution blocks; and
- a ground bar or lug to connect the cabinet to the control house grounding system.

Sharyland will provide two fiber pairs to connect its fiber optic distribution center ("FDC") to the CTT SONET multiplexers for the Tule Canyon to Alibates transmission line. Sharyland will provide a third pair as a standby pair for purposes of testing and maintenance. Sharyland will furnish and install the jacketed fiber cable from the CTT Line A-Frame splice enclosure within the substation yard into the control house.

5. **Description of Basic Services Provided:** Sharyland will provide CTT two 125 VDC, 20 amp circuits for power supply to the cabinet. The power supply will have 8 hours of battery backup. The cabinet will be connected to the control house grounding system.

6. **Interface and Termination Points:** Sharyland is providing a FDC to terminate fiber from the CTT transmission line and also provide the interface to any additional connections to Sharyland equipment. The FDC has LC-LC fiber connector panels. CTT will own and be responsible for the connections to its SONET multiplexers. Sharyland will provide any jumpers needed to connect Sharyland equipment to CTT's equipment. Sharyland will provide the jumpers from its protection equipment to CTT's SONET multiplexers.

TELECOM SCHEDULE NO. TS-1

7. **Inaugural Testing and Check-Out:** Sharyland will test the facilities it is providing to CTT prior to CTT's installation. CTT will test its equipment installation. The Parties will collaboratively conduct checkouts and resolve any deficiencies found during testing.
8. **Operational Responsibilities of Each Party:** CTT is responsible for operating and monitoring the multiplexers it installs at the substation. Sharyland is responsible for maintaining power delivery to the CTT cabinet.
9. **Maintenance Responsibilities of Each Party:** CTT is responsible for maintaining the hardware installed in its cabinet. Sharyland is responsible for maintaining all feeder systems to the CTT cabinet including, but not limited to, power and grounding.

Tule Canyon Station Collocation Space Diagram

TELECOM SCHEDULE NO. TS-2

1. **Name of Telecom Schedule:** CTT Telecommunications Facilities and Equipment at Sharyland's Alibates Substation.

2. **Description of Collocation Space:** CTT Telecommunications Facilities and Equipment will be collocated in the control house on the property of Sharyland's Alibates Substation. The attached diagram indicates the location of the required CTT telecom equipment in the control house at the Alibates Substation. Sharyland will provide space for a single cabinet with a footprint up to 36" by 36", with adequate space in front and behind for door openings.

3. **Purpose of Equipment:** The purpose of the equipment is for protection and control of the electrical transmission network in the Panhandle of Texas. CTT will locate telecom equipment in the Collocation Space located at the Alibates Substation owned by Sharyland for the purpose of establishing high-bandwidth redundant fiber optic communication paths (SONET Rings).

4. **Description of Facilities and Equipment to Be Installed:** CTT will provide a single, pre-configured cabinet for installation at Alibates Substation. The cabinet will contain:

- two (2) GE JungleMUX SONET multiplexers;
- redundant power blocks; and
- a ground bar or lug to connect the cabinet to the control house grounding system.

Sharyland will provide two fiber pairs to connect its fiber optic distribution center ("FDC") to the CTT SONET multiplexers for the Tule Canyon to Alibates transmission line. Sharyland will provide a third pair as a standby pair for purposes of testing and maintenance. Sharyland will furnish and install the jacketed fiber cable from the CTT Line A-Frame splice enclosure within the substation yard into the control house.

5. **Description of Basic Services Provided:** Sharyland will provide CTT two 125 VDC, 20 amp circuits for power supply to the cabinet. The power supply will have 8 hours of battery backup. The cabinet will be connected to the control house grounding system.

6. **Interface and Termination Points:** Sharyland is providing a FDC to terminate fiber from the CTT transmission line and also provide the interface to any additional connections to Sharyland equipment. The FDC has LC-LC fiber connector panels. CTT will own and be responsible for the connections to its SONET multiplexers. Sharyland will provide any jumpers needed to connect Sharyland's equipment to CTT's equipment. Sharyland will provide the jumpers from its protection equipment to CTT's SONET multiplexers.

7. **Inaugural Testing and Check-Out:** Sharyland will test the facilities it is providing to CTT prior to CTT's installation. CTT will test its equipment installation. The Parties will collaboratively conduct checkouts and resolve any deficiencies found during testing.

TELECOM SCHEDULE NO. TS-2

8. **Operational Responsibilities of Each Party:** CTT is responsible for operating and monitoring the multiplexers it installs at the substation. Sharyland is responsible for maintaining power delivery to the CTT cabinet.
9. **Maintenance Responsibilities of Each Party:** CTT is responsible for maintaining the hardware installed in its cabinet. Sharyland is responsible for maintaining all feeder systems to the CTT cabinet including, but not limited to, power and grounding.

Alibates Station Collocation Space Diagram

DESIGNATED FIBER SCHEDULE NO. DF-1

1. **Identification of Designated Fiber:** Sharyland (as Fiber Owner) hereby assigns to CTT (as Fiber User) a total of six (6) fiber optic strands on each of the following Sharyland OPGW segments:
 - a. Tule Canyon to Alibates
2. **General Description of Designated Fiber Routes**

The route will run from Tule Canyon Substation to Alibates Substation. The route length is approximately 105 km (65.5 miles). Sharyland is the Fiber Owner for this line. A diagram generally depicting the Designated Fiber Route for this line is attached hereto.
3. **Utilization of Designated Fiber:** The fiber optic strands on each OPGW segment are intended to be utilized as follows:
 - a. 2 fibers – Primary SONET ring
 - b. 2 fibers – Redundant SONET ring
 - c. 2 fibers – standby for maintenance, troubleshooting, etc.
4. **Specifications for Designated Fiber:**
 - a. The fiber utilized for the Designated Fiber will be Corning SMF-28e+ Ultra Low Loss.
 - b. Acceptance Metrics:
 - i. The average loss budget per transmission line shall not exceed 0.20dB/km @ 1550nm.
 - ii. The average loss budget per transmission line segment shall not exceed 0.05dB/splice.
5. **Acceptance Testing:** CTT as Fiber User shall be responsible for performing any acceptance testing with regard to the Designated Fiber. CTT shall provide all test results to Sharyland. Sharyland as Fiber Owner shall be responsible for ensuring that (i) the average of all splices shall not exceed a maximum of 0.05dB/splice, and (ii) the average loss budget at 1550nm does not exceed 0.20dB/km. If, upon testing, the deviations exceed the prescribed limits, Sharyland will take all steps necessary to remedy the deviations in an expeditious manner, in accordance with the terms of Section 8.10 of the Agreement.

DESIGNATED FIBER SCHEDULE NO. DF-1

Diagram of Designated Fiber Route for Tule Canyon to Alibates

