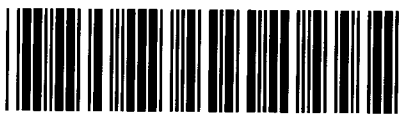




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**Project No. 35077**  
**PUBLIC UTILITY COMMISSION OF TEXAS**  
**Substantive Rule 25.195(e)**

**Amendment to Interconnection Agreement**

**Dated as of October 21, 2014**

**Between**

**Big Country Electric Cooperative, Inc.**

**and**

**Lone Star Transmission, LLC**

**April 7, 2015**

538

## FACILITY SCHEDULE NO. 1

### Amendment No. 1

1. **Name:** Claytonville Substation
2. **Facility Location:** The Claytonville Substation (the "Substation") is located near the intersection of Farm to Market Road 611 and County Road 448, in Fisher County, Texas.
3. **Points of Interconnection:** There is one (1) Point of Interconnection in the Substation generally described as:
  - jumpers located between the 138 kV/12.5 kV transformation equipment and the 138 kV circuit switcher
4. **Transformation Services Provided by Lone Star:** No
5. **Metering Services Provided by Lone Star:** Yes
6. **Delivery Voltage:** 138 kV
7. **Metered Voltage and Location:** The metering voltage is 138 kV. The meter will be located on the 138 kV bus and equipment attached to the line that connects to the 138 kV circuit switcher on the high side of the transformer (the "Switcher").
8. **One-Line Diagram Attached:** Yes
9. **Description of Facilities Owned by Each Party:**

Big Country Electric Cooperative, Inc. ("BCEC") owns the following facilities ("BCEC Facilities"):

  - 138 kV/12.5 kV transformation equipment
  - All 12.5 kV distribution equipment
  - BCEC Control House

Lone Star Transmission, LLC ("Lone Star") owns the following facilities ("Lone Star Facilities"):

  - All 345 kV equipment and transmission line segments
  - 345/138 kV transformation equipment
  - All 138 kV equipment, including the 138 kV Switcher
  - Lone Star Control House with backup power supply
10. **Cost Responsibility:** Lone Star shall be responsible for all costs, fees, and expenses associated with the design, construction, and operation of the Lone Star Facilities; provided, Lone Star shall not be responsible for damage to the BCEC Facilities caused by a failure of the Switcher. BCEC shall be responsible for all costs, fees, and expenses associated with the design, construction, and operation of the BCEC Facilities.

BCEC shall provide to Lone Star written notice three (3) days prior to the date on which BCEC commences distribution load service from the Substation. If, on that date one (1) year from the energization of the Substation (the "Commencement Date"), BCEC fails to commence serving distribution load from the Substation for any reason, including termination of the Agreement due to BCEC's default thereunder, then Lone Star shall provide to BCEC notice of such failure and BCEC shall pay to Lone Star all reasonable and documented costs, fees and expenses related to the Lone Star Facilities incurred (or committed to be incurred) by Lone Star as of the Commencement Date.

The provisions of this Section 10 shall survive termination of the Agreement and/or this Facility Schedule.

11. **Operational Responsibilities of Each Party:** Each Party is fully responsible for the operation of the equipment it owns.
12. **Maintenance Responsibilities of Each Party:** Each Party is fully responsible for the maintenance of the equipment it owns.
13. **Switching and Clearance:** Each Party has adopted formal switching procedures that govern safety related issues concerning the operation of its switches connected to this Point of Interconnection and will provide a copy of those procedures to the other Party. Each Party agrees to comply with the aforementioned switching procedures of the other Party and will notify the other Party in writing at least ten days prior to implementation of any changes to its procedures.
14. **Access and Notification Procedures:** Unless otherwise agreed between the Parties in writing, each Party shall have access only to their respective facilities at the Substation. In the event BCEC has questions regarding the Lone Star Facilities, BCEC shall direct such questions to the Lone Star Control Center.
15. **Standards:** The Parties agree to cause their facilities being newly constructed, as described in this Facility Schedule, to be designed and constructed in accordance with (a) Good Utility Practice, (b) applicable laws and regulations, (c) the applicable provisions of the NERC Reliability Standards and ERCOT Requirements, and (d) the applicable provisions of the following standards in effect at the time of construction of this Point of Interconnection: NESC, ANSI Standards, and IEEE Standards.

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

**BIG COUNTRY ELECTRIC  
COOPERATIVE, INC.**

By: Mark McClain  
Name: Mark McClain  
Title: CEO/GM BEEC

Date: 1/21/15

**LONE STAR TRANSMISSION, LLC**

By: [Signature]  
Name: Michael G. Grable  
Title: President

Date: 7 APR 2015