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INFORMATIONAL FILING OF ERCOT INTERCONNECTION AGREEMENTS PURUSANT TO SUBST. R. §25.195(e) PUBLIC UTILITY COMMUSSION

OF TEXAS

FIRST AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN CROSS TEXAS TRANSMISSION, LLC AND SHARYLAND UTILITIES, L.P.

James W. Checkley, Jr. Cross Texas Transmission, LLC CityView Center, Suite 100 1122 South Capital of Texas Hwy Austin, Texas 78746 Phone: 512-473-2700 FAX: 512-982-5712 Email: jcheckley@crosstexas.com

September 15, 2015



FIRST AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN CROSS TEXAS TRANSMISSION, LLC AND SHARYLAND UTILITIES, L.P.

PURSUANT TO Section 2.5 of the Interconnection Agreement between Cross Texas Transmission, LLC and Sharyland Utilities, L.P. dated February 28, 2013 (the "Agreement"), Cross Texas Transmission, LLC ("CTT") and Sharyland Utilities, L.P. ("SU" or "Sharyland") (together the "Parties") hereby enter into this First Amendment ("Modification Agreement") to make the following changes, additions, and modifications to Exhibit A of the Agreement on this 5 day of April, 2015, in order to reflect CTT's Railhead Substation:

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- A. Exhibit A, attached hereto as Attachment 1 is hereby substituted for and replaces Exhibit A of the Agreement in its entirety.
- B. Facility Schedule No. FS-1 (Tule Canyon Oneline Diagram) attached hereto as Attachment 2 is hereby substituted for and replaces Facility Schedule No. FS-1, page FS-1-3 of the Agreement.
- C. Facility Schedule No. FS-2 (including the Alibates Oneline Diagram) attached hereto as Attachment 3 is hereby substituted for and replaces Facility Schedule No. FS-2 (including the Alibates Oneline Diagram) in its entirety.

The Parties further agree as follows:

- 1. The Parties agree that the above listed changes, additions, and modifications conform to Section 2.5 of the Agreement and are made in conformance therewith.
- 2. The Parties further agree that unless expressly referenced and modified, substituted, or changed herein, all the remaining terms, provisions and conditions of the Agreement, including the Exhibits thereto, remain in full force and effect and fully binding on the Parties.
- 3. This Modification Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law principles thereof which may direct the application of the laws of another

jurisdiction.

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

[signature pages follow]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Modification Agreement on the date first written above.

CROSS TEXAS TRANSMISSION, LLC

By: Juli

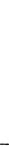
Name: Lawree Willick Title: Senior Vice President

SHARYLAND UTILITIES, L.P

By: <u>Mark Caskey</u> Name: <u>Mark Caskey</u> Title: President

EXHIBIT A

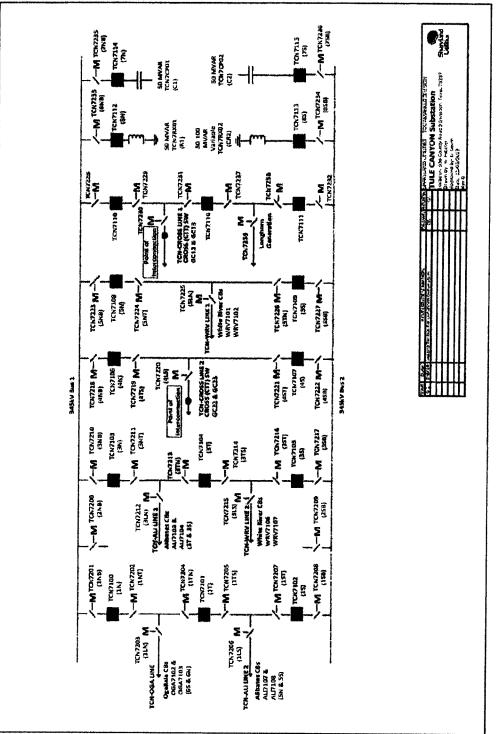
Schedule No.	Name of Schedule	Location of Points of Interconnection, Collocation, or Designated Fiber	Inter- connection Voltage	Effective Date
FS-1	Facility Schedule No. 1 Tule Canyon Oneline Diag	Tule Canyon	345kV 1 replaces	Upon the earlier of, 1] commissioning date, or 2] the initial date available for startup and testing. Or, such other date mutually acceptable to the Parties Date of First Amendment
FS-2	page FS-1-3. Facility Schedule No. 2 Substitute the word "Railh second bullet point of Para Alibates Oneline Diagram FS-2-3	graph 3 on page FS-2-	i .	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 Date of First Amendment
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







Tule Canyon Station One-Line Diagram



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 Railhead 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

Interconnection Agreement, Sharyland - CTT

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FACILITY SCHEDULE NO. FS-2

Substation.

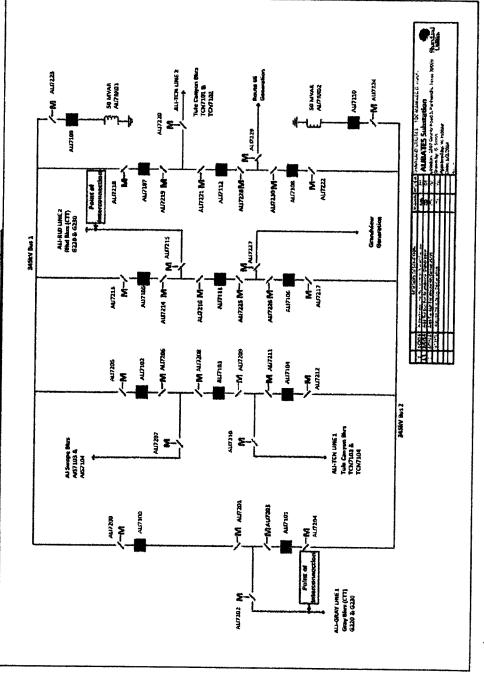
8. Maintenance Responsibilities of Each Party: Each Party will be fully responsible for the maintenance of the equipment it owns.

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FACILITY SCHEDULE NO. FS-2

Alibates Station One-Line Diagram



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