

Control Number: 35077



Item Number: 646

Addendum StartPage: 0

Project No. 35077

the man the stand

2016 MAR 22 PM 3: 59 PUBLIC UTILITY COMMISSION FILING CLERK

Amendment No. 17 to

INTERCONNECTION AGREEMENT

Between

Oncor Electric Delivery Company LLC

and

LCRA Transmission Services Corporation

Dated March 3, 2016

646 1

AMENDMENT 17 TO INTERCONNECTION AGREEMENT

This Amendment No. 17 ("Amendment") is made and entered into this <u>3 Rio</u> day of <u>MARCH</u>, 2016 between Oncor Electric Delivery Company LLC, formerly known as Texas Utilities Electric Company ("Oncor"), and LCRA Transmission Services Corporation ("LCRA TSC"), hereinafter individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS, LCRA TSC and Texas Utilities Electric Company entered into that certain Interconnection Agreement executed October 17, 1997, as amended by that certain Amendment No. 1, executed as of 5/29/1998, as amended by that certain Amendment No. 2, executed as of 11/19/1999, as amended by that certain Amendment No. 3, executed as of 10/27/2000, as amended by that certain Amendment No. 4, executed as of 1/29/2003, as amended by that certain Amendment No. 6, executed as of 8/22/2003, as amended by that certain Amendment No. 7, executed as of 10/31/2003, as amended by that certain Amendment No. 8, executed as of 10/5/2004, as amended by that certain Amendment No. 9, executed as of 10/27/2006, as amended by that certain Amendment No. 10, executed as of 4/28/2008, as amended by that certain Amendment No 11, executed as of 6/27/2011, as amended by that certain Amendment No 12, executed as of 2/17/2012, as amended by that certain Amendment No 13, executed as of 10/29/2012, as amended by that certain Amendment No 14, executed as of 11/22/2013, as amended by that certain Amendment No 15, executed as of 11/22/2013, as amended by that certain Amendment No 16, executed as of 11/22/2015, as amended by that certain Amendment No 16, executed as of 12/17/2015 (collectively, as amended, the "Agreement"); and,

WHEREAS, Oncor relocated the Spraberry Switching Station Point of Interconnection to LCRA TSC's Structure #1 outside Oncor's Spraberry Switching Station and installed a transmission line extension from the Spraberry Switching Station Point of Interconnection into the Spraberry Switching Station; and,

WHEREAS, LCRA TSC will install high voltage circuit breakers at LCRA TSC's Upton Substation; and,

WHEREAS, LCRA TSC will remove the wave trap and carrier panel at the Benedum Substation associated with the Upton to Benedum 138 kV transmission line; and,

WHEREAS, LCRA TSC will install circuit breakers in place of motor operated switches at the Georgetown East Substation.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

- 1. Exhibit A attached to the Agreement is deleted in its entirety and Exhibit A attached to this Amendment No. 17 is hereby added to the Agreement in lieu thereof.
- 2. Exhibit A attached to this Amendment No. 17 will become effective upon execution of this Amendment No. 17 by the Parties.

Page 1 of 18

- 3. Facility Schedule No. 10 attached to the Agreement is hereby deleted in its entirety and Facility Schedule No. 10 attached to this Amendment No. 17 is hereby added to the Agreement in lieu thereof.
- 4. Facility Schedule No. 10 attached to this Amendment No. 17 will become effective upon execution of this Amendment No. 17 by the Parties.
- 5. Facility Schedule No. 12 attached to the Agreement is hereby deleted in its entirety and Facility Schedule No. 12 attached to this Amendment No. 17 is hereby added to the Agreement in lieu thereof.
- 6. Facility Schedule No. 12 attached to this Amendment No. 17 will become effective upon execution of this Amendment No. 17 by the Parties.
- 7. Facility Schedule No. 23 attached to the Agreement is hereby deleted in its entirety and Facility Schedule No. 23 attached to this Amendment No. 17 is hereby added to the Agreement in lieu thereof.
- 8. Facility Schedule No. 23 attached to this Amendment No. 17 will become effective upon execution of this Amendment No. 17 by the Parties.
- 9. Facility Schedule No. 24 attached to the Agreement is hereby deleted in its entirety and Facility Schedule No. 24 attached to this Amendment No. 17 is hereby added to the Agreement in lieu thereof.
- 10. Facility Schedule No. 24 attached to this Amendment No. 17 will become effective upon execution of this Amendment No. 17 by the Parties.

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

-----The remainder of this page has intentionally been left blank-----

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: Name: Terry Preuninger

Title: Sr. Director - Transmission Services

Date:

LCRA TRANSMISSION SERVICES CORPORATION

By: Name: Ray Pfefferkorn, P.E.

Title: Manager Transmission Design

Date:



i

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

FACILIT	LOCATION OF POINT(S)	INTERCONNECT	EFFECTIVE DATE
Y	OF INTERCONNECTION	ION VOLTAGE	OR SUBSEQUENT
SCHEDU	(# of Points)	(kV)	AMENDMENT IN
LE NO.			THE
			INTERCONNECTIO
			N AGREEMENT*
1	Round Rock-Chief Brady (1)	138	October 17, 1997
2	Round Rock-Wells Branch (2)	138	October 29, 2012
3	Copperas Cove Substation (1)	138	October 27, 2000
4	Elgin Substation (1)	138	November 19, 1999
5	 Round Rock South-Wells Branch (1) 	138	October 29, 2012
6	Camp Bowie Substation (1)	138	October 27, 2000
7	Gilleland Creek Substation (2)	138	October 29, 2012
8	Mitchell-Sterling County (1)	345	April 28, 2008
9	Brown Switching Station (2)	345	December 17, 2015
10	Spraberry (1)	138	Date of 17 th amendment
11	Midkiff (2)	138	Nov 22, 2013
12	Upton (1)	138	Date of 17 th amendment
. 13	Crane (1)	138	October 5, 2004
14	Arco Tap (1)	138	October 5, 2004
15	Odessa EHV (1)	138	October 5, 2004
16	Bitter Creek Substation (2)	345	October 31, 2003
17	Brownwood-Firerock (1)	138	October 29, 2012
18	South Abilene-Eskota (1)	138	October 5, 2004
19	Crane East Substation (2)	138	October 27, 2006
' 20	Hutto Switching Station (2)	345	October 29, 2012
21	Gabriel Substation (2)	138	October 29, 2012
22	Pleasant Farms Substation (1)	138	7/22/2015
23	Benedum Substation (2)	138	Date of 17 th amendment
24	Georgetown East Substation (2)	138	Date of 17 th amendment
25	Georgetown South Substation (2)	138	7/22/2015

FACILITY SCHEDULE NO. 10 Amendment No. 17

1. Name: Spraberry

- 2. <u>Facility Location</u>: The Spraberry Switching Station ("Substation") is located in Midland County, Texas at Latitude 31°50'35.27"N and Longitude 101°58'41.30"W.
- 3. <u>Point of Interconnection location</u>: The Point of Interconnection is located outside Oncor's Spraberry Switching Station ("Substation") at LCRA TSC's Structure No. 1, where Oncor's jumpers connect to LCRA TSC's 138 kV Spraberry Switching Station to Skywest Substation transmission line ("LCRA TSC's Transmission Line"). Structure No. 1 is located two structures (approximately 482 feet) south of Oncor's Substation deadend structure.
- 4. Transformation Services Provided: No
- 5. Metering Services Provided: No
- 6. Delivery voltage: 138 kV
- 7. Metering Voltage and Location: N/A
- 8. One line diagram attached: Yes
- 9. Description of Facilities Owned by Each Party:

Facilities to be owned by Oncor:

Substation and transmission line facilities including, but not limited to, the following items:

- (a) One 138 kV deadend structure in the Substation
- (b) Structure no. 1A outside the Substation
- (c) Two spans of 138 kV transmission line extending from Oncor's 138 kV Substation deadend to Oncor's structure no. 1A outside the Substation and from structure no. 1A to LCRA TSC's Structure No. 1 ("Oncor's Line Extension")
- (d) Jumpers to connect Oncor's Line Extension to LCRA TSC's Transmission Line at the Point of Interconnection
- (e) Two 138 kV circuit breakers #12450 and #12455, and associated facilities located in the Substation
- (f) Substation property, ground grid, gravel, fencing and other appurtenances

Facilities to be owned by the LCRA TSC:

LCRA TSC's Transmission Line, including associated foundations, structures, insulators, connectors, transmission line conductors, shield wire, hardware, and assemblies to terminate LCRA TSC's Transmission Line on LCRA TSC's Structure No. 1 outside the Substation

10. <u>Operational Responsibilities of Each Party</u>: Each Party will be responsible for the operation of the facilities it owns.

Page 5 of 18

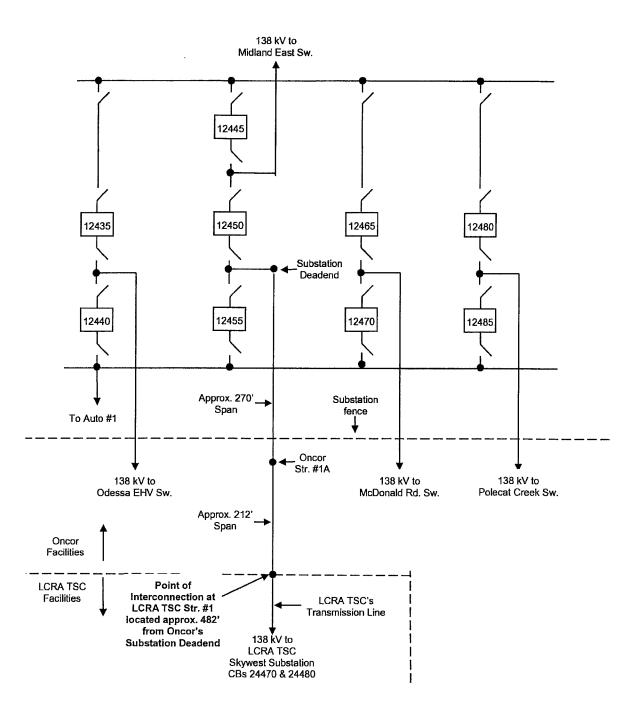
11. <u>Maintenance Responsibilities of Each Party</u>: Each Party will be responsible for the maintenance of the facilities it owns.

12. Other Terms and Conditions:

- (a) Oncor and LCRA TSC will each be responsible for all costs it incurs in connection with constructing, operating, and maintaining its facilities in accordance with this Facility Schedule; provided, however, that this Paragraph 12(a) is subject to any other provisions of this Agreement with respect to liability and indemnification, and this Paragraph 12(a) shall not relieve either Party of its respective obligations under those provisions.
- (b) Oncor will telemeter power flows, device status, and bus voltage from the Substation to Oncor's Control Center.
- (c) The LCRA TSC will telemeter power flows, device status, and bus voltage from the Skywest Substation to LCRA TSC's Control Center.
- (d) Each Party will provide data to ERCOT in accordance with ERCOT requirements.
- (e) The LCRA TSC and Oncor shall design and coordinate its respective protection system equipment in accordance with ERCOT requirements.
- (f) Each Party will conduct its activities associated with the Points of Interconnection in accordance with applicable laws, regulations, tariffs, and all binding documents developed by the Electric Reliability Council of Texas and the North American Electric Reliability Corporation ("Binding Documents"). To the extent that any provision of the Agreement, including the provisions of this Facility Schedule, is in conflict with any mandatory provision of the Binding Documents, such mandatory provision will prevail. Notwithstanding any provision of the Agreement to the contrary, to the extent any provision of the Agreement is in conflict with a provision of this Facility Schedule, such provision of this Facility Schedule will prevail.

FACILITY SCHEDULE NO. 10 Amendment No. 17

ONE LINE DIAGRAM SPRABERRY SWITCHING STATION POINT OF INTERCONNECTION



Page 7 of 18

FACILITY SCHEDULE NO. 12 Amendment No. 17

- 1. Name: Upton
- 2. <u>Facility Location</u>: Oncor's Upton Substation ("Oncor's Substation") is located in Upton County, Texas at Latitude 31.4384000 and Longitude -101.885000.
- 3. <u>Point of Interconnection location</u>: The Point of Interconnection is located at Oncor's deadend structure located in Oncor's Substation where Oncor's jumpers connect to the LCRA TSC's 138 kV slack span ("Slack Span") which extends from the LCRA TSC's Upton Substation ("LCRA TSC's Substation") deadend to Oncor's Substation deadend. LCRA TSC's Substation will be located on property adjacent to the east side of Oncor's Substation.
- 4. Transformation Services Provided: No
- 5. Metering Services Provided: No
- 6. Delivery voltage: 138 kV
- 7. Metering Voltage and Location: N/A
- 8. One line diagram attached: Yes
- 9. Description of Facilities Owned by Each Party:

Facilities to be owned by Oncor:

Oncor's Substation including, but not limited to, the following:

- (a) 138 kV single-phase ground switch #274
- (b) 138 kV motor operated air switch #2162
- (c) Three 138 kV lightning arresters
- (d) Main transformer, low-side facilities, and associated protective relaying and control equipment
- (e) Property, structures, hardware, buswork, conduit, cable, grounding, foundations, earthwork, control house and fencing
- (f) Telemetry equipment, including Oncor's RTU
- (g) Communication facilities from Oncor's RTU to Oncor's Control Center

Facilities to be owned by LCRA TSC:

LCRA TSC's Substation including, but not limited to, the following:

- (a) LCRA TSC's Substation to LCRA TSC's Benedum Substation 138 kV transmission line
- (b) LCRA TSC's Substation to LCRA TSC's Crane Substation 138 kV transmission line
- (c) LCRA TSC's 'Substation to Oncor's Substation 138kV slack span, including associated connectors, transmission line conductors, shield wire, and hardware
- (d) Three (3) 138 kV A-frame dead end structures, foundations, insulators and jumpers
- (e) Two (2) 138 kV circuit breakers 26120 and 26130 including foundation, jumpers and protective relay packages
- (f) 138 kV operating bus including structures, insulators, foundations and jumpers

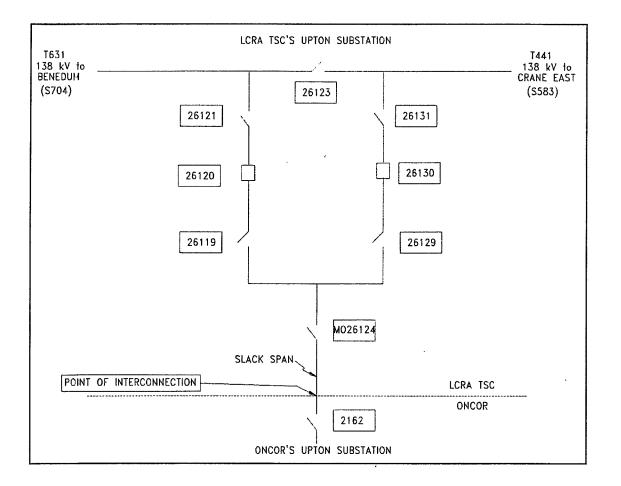
- (g) One (1) 138 kV bus differential & breaker failure relaying scheme
- (h) Five (5) 138 kV switches 26119, 26121, 26123, 26129, and 26131
- (i) One (1) 138 kV motor operated switch MO26124
- (i) Two (1) 138 kV coupling capacitor voltage transformers CCVT1 and CCVT2
- (k) Three (2) 138 kV surge arresters SA1, SA2 and SA3
- (l) One (1) 138 kV dual core current transformer CT1
- (m)One (1) 138 kV power voltage transformer PVT1
- (n) One (1) RTU and SIP panel
- (o) One (1) 95' communications tower
- (p) One (1) control house with substation batteries, battery bank and other appurtenances
- (q) Substation property, ground grid, gravel, fencing and other appurtenances
- 10. <u>Operation Responsibilities of Each Party</u>: Each Party will be responsible for the operation of the facilities it owns.
- 11. <u>Maintenance Responsibilities of Each Party</u>: Each Party will be responsible for the maintenance of the facilities it owns.

12. Supplemental terms and conditions:

- (a) Oncor and LCRA TSC will each be responsible for all costs it incurs in connection with constructing, operating, and maintaining its facilities in accordance with this Facility Schedule; provided, however, that this Paragraph 12(a) is subject to any other provisions of this Agreement with respect to liability and indemnification, and this Paragraph 12(a) shall not relieve either Party of its respective obligations under those provisions.
- (b) Oncor will telemeter power flows, device status, and secondary bus voltage from Oncor's Substation to Oncor's Control Center.
- (c) The LCRA TSC will telemeter power flows, device status, and bus voltage from LCRA TSC's Substation to LCRA TSC's Control Center.
- (d) Each Party will provide data to ERCOT in accordance with ERCOT requirements.
- (e) The LCRA TSC and Oncor shall design and coordinate their respective protection system equipment in accordance with ERCOT requirements.
- (f) The Slack Span shall be routed such that it will not cross over any energized facilities in Oncor's Substation.
- (g) Each Party will conduct its activities associated with the Points of Interconnection in accordance with applicable laws, regulations, tariffs, and all binding documents developed by the Electric Reliability Council of Texas and the North American Electric Reliability Corporation ("Binding Documents"). To the extent that any provision of the Agreement, including the provisions of this Facility Schedule, is in conflict with any mandatory provision of the Binding Documents, such mandatory provision will prevail. Notwithstanding any provision of the Agreement to the contrary, to the extent any provision of the Agreement is in conflict with a provision of this Facility Schedule, such provision of this Facility Schedule will prevail.

FACILITY SCHEDULE NO. 12 Amendment No. 17

ONE LINE DIAGRAM UPTON SUBSTATION POINT OF INTERCONNECTION



Page 10 of 18

FACILITY SCHEDULE NO. 23 Amendment No. 17

- 1. <u>Name: Benedum</u> Substation
- <u>Facility Location</u>: LCRA TSC's Benedum Substation is located in Upton County, Texas in LCRA TSC's existing Upton Substation - Midkiff Switching Station 138 kV transmission line ("LCRA TSC's Transmission Line") approximately 4.25 miles west of Oncor's Midkiff Switching Station ("Benedum Substation"). The coordinates for Benedum Substation are Latitude 31°28'23.89"N and Longitude 101°51'12.56"W. The site for the Benedum Substation is shown on the attached S.U.E. Survey Plat ("Benedum Substation Site").
- 3. <u>Points of Interconnection</u>: There are two (2) 138 kV "Points of Interconnection" at the Benedum Substation generally described as the points where the LCRA TSC jumpers connect to the 4 hole pad on the line-side of the deadend assemblies of each circuit in Oncor's approximately 10 mile radial double-circuit 138 kV transmission line (which extends from Oncor's Centralia Substation to LCRA TSC's deadend structures located inside the Benedum Substation) ("Oncor's Transmission Line").
- 4. Transformation Service provided: No
- 5. Metering Service provided: No
- 6. Delivery Voltage: 138 kV
- 7. Metered Voltage and Location: N/A
- 8. One-line Diagram attached: Yes
- 9. Description of Facilities owned by Each Party:

Facilities owned by LCRA TSC:

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

- (a) Substation property with ground grid, grading, gravel, cable trough, fence and appurtenances
- (b) Substation access road for access to the Benedum Substation Site
- (c) Four (4) 138 kV deadend structures, foundations, insulators and jumpers
- (d) 138 kV bus including structures, insulators, foundations and jumpers
- (e) Four (4) 138 kV motor operated line disconnect switches; MO25322, 25332, 25342 and 25352
- (f) Eight (8) 138 kV breaker disconnect switches; 25319, 25321, 25329, 25331, 25339, 25341, 25349, and 25371
- (g) Four (4) 138 kV circuit breakers 25320, 25330, 25340, and 25350, including foundations, jumpers and protective relaying
- (h) Four (4) coupling capacitor voltage transformers CCVT1, CCVT2, CCVT3 and CCVT4
- (i) Four (4) surge arresters SA1, SA2, SA3 and SA4
- (j) Two (2) wave traps and tuners WT1 and WT2

Page 11 of 18

- (k) One (1) Power voltage transformer PVT1
- (l) Communication tower and associated equipment
- (m)One (1) control house (24' X 42') and station battery
- (n) Remote terminal unit and associated SCADA equipment
- (o) Modifications to LCRA TSC's Transmission Line necessary to terminate LCRA TSC's Transmission Line in the Benedum Substation

Facilities owned by Oncor:

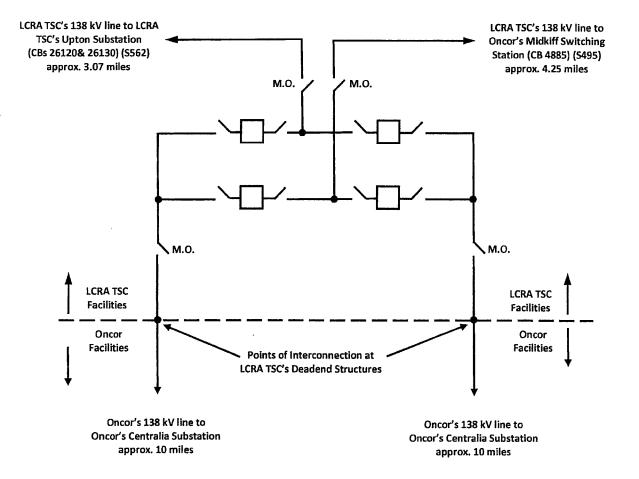
Oncor's Transmission Line, including, associated insulator strings and attachment hardware to terminate Oncor's Transmission Line on LCRA TSC's deadend structures located inside the Benedum Substation

- 10. <u>Operational Responsibilities of Each Party</u>: Each Party will be responsible for the operation of the facilities it owns.
- 11. <u>Maintenance Responsibilities of Each Party</u>: Each Party will be responsible for the maintenance of the facilities it owns.

12. Other Terms and Conditions:

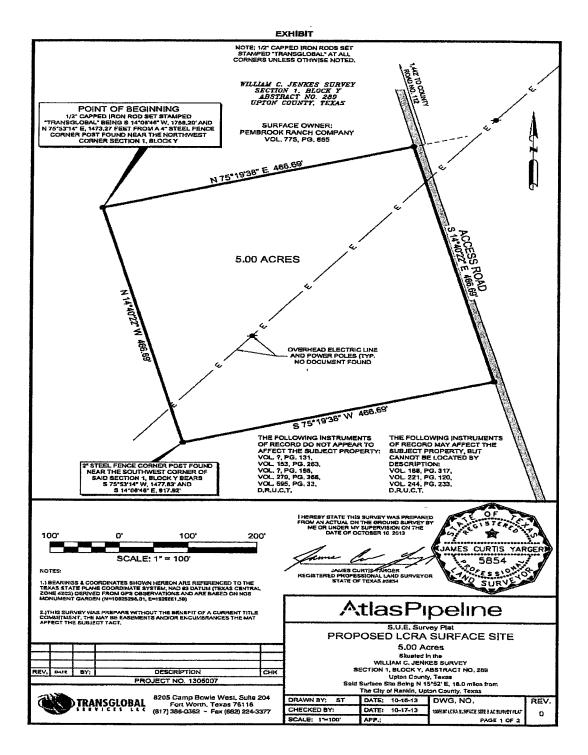
- (a) Oncor and LCRA TSC will each be responsible for all costs it incurs in connection with constructing, operating, and maintaining its facilities in accordance with this Facility Schedule; provided, however, that this Paragraph 12(a) is subject to any other provisions of this Agreement with respect to liability and indemnification, and this Paragraph 12(a) shall not relieve either Party of its respective obligations under those provisions.
- (b) Oncor will telemeter power flows, device status, and secondary bus voltage from Oncor's Centralia Substation to Oncor's Control Center.
- (c) The LCRA TSC will telemeter power flows, device status, and bus voltage from the Benedum Substation to LCRA TSC's Control Center.
- (d) Each Party will provide data to ERCOT in accordance with ERCOT requirements.
- (e) The LCRA TSC and Oncor shall design and coordinate its respective protection system equipment in accordance with ERCOT requirements.
- (f) The Benedum Substation layout shall be designed such that Oncor's Transmission Line which terminates on LCRA TSC's deadend structures inside the Benedum Substation will not cross over any energized facilities in the Benedum Substation.
- (g) Each Party will conduct its activities associated with the Points of Interconnection in accordance with applicable laws, regulations, tariffs, and all binding documents developed by the Electric Reliability Council of Texas and the North American Electric Reliability Corporation ("Binding Documents"). To the extent that any provision of the Agreement, including the provisions of this Facility Schedule, is in conflict with any mandatory provision of the Binding Documents, such mandatory provision will prevail. Notwithstanding any provision of the Agreement to the contrary, to the extent any provision of the Agreement is in conflict with a provision of this Facility Schedule, such provision of this Facility Schedule will prevail.

FACILITY SCHEDULE NO. 23 Amendment No. 17 ONE LINE DIAGRAM BENEDUM SUBSTATION



Page 13 of 18

FACILITY SCHEDULE NO. 23 Amendment No. 17 S.U.E. SURVEY PLAT BENEDUM SUBSTATION SITE

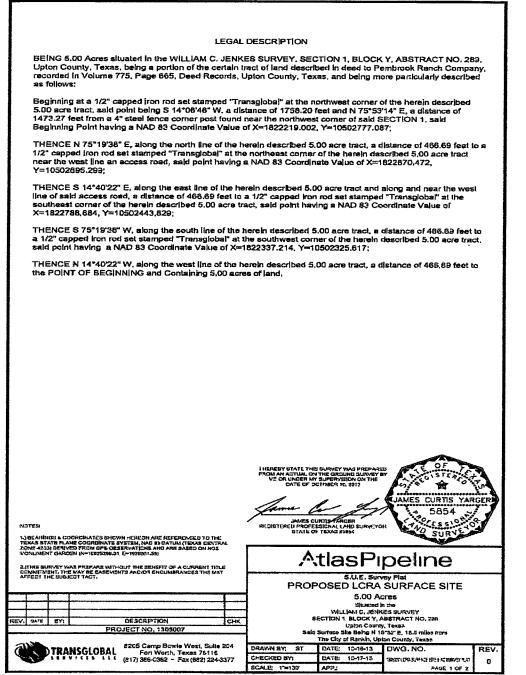


Page 14 of 18

4

FACILITY SCHEDULE NO. 23 Amendment No. 17 S.U.E. SURVEY PLAT BENEDUM SUBSTATION SITE

EXHIBIT



Page 15 of 18

FACILITY SCHEDULE NO. 24 Amendment No. 17

- 1. <u>Name</u>: Georgetown East Substation
- <u>Facility Location</u>: Georgetown East Substation is located at 2911 S.E. Inner Loop Drive, just northeast of the intersection of Inner Loop Drive and CR 110, in the city of Georgetown, Texas. The coordinates for Georgetown East Substation are Latitude 30°37'25.71"N and Longitude 97°38'41.52"W.
- 3. <u>Points of Interconnection</u>: There are two (2) 138 kV Georgetown East Substation "Points of Interconnection" described as the points where LCRA TSC's jumpers connect to Oncor's Round Rock – Gabriel 138 kV transmission line ("Oncor's Transmission Line") at Oncor's inline transmission structures #28/3 and #28/4 ("Oncor's In-Line Structures").
- 4. Transformation Services Provided by LCRA TSC: N/A
- 5. Metering Services Provided by LCRA TSC: N/A
- 6. Delivery Voltage: 138 kV
- 7. Metered Voltage and Location: N/A
- 8. One Line Diagram Attached: Yes
- 9. Description of Facilities Owned by Each Party:

Facilities owned by Oncor:

- (a) Oncor's Transmission Line
- (b) Oncor's Transmission Line deadend hardware and insulators
- (c) Oncor's In-Line Structures

Facilities owned by LCRA TSC:

LCRA TSC owns the following facilities at Georgetown East Substation including, but not limited to, the following items:

- (a) Two in-line structures and two A-frame structures (see attached one line diagram)
- (b) Two 138 kV slack lines from Oncor's In-Line Structures to LCRA TSC's A-frame structures
- (c) 138 kV jumpers from LCRA TSC's slack lines to Oncor's Transmission Line
- (d) Four (4) 138 kV circuit breakers 19850, 19860, 19870, 19880 with foundations, jumpers and protective relaying equipment.
- (e) Eight (8) 138 kV switches 19849, 19851, 19859, 19861, 19869, 19871, 19879, and 19881
- (f) One (1) wave trap and tuner WT1
- (g) 138 kV operating bus including structures, insulators, foundations and jumpers

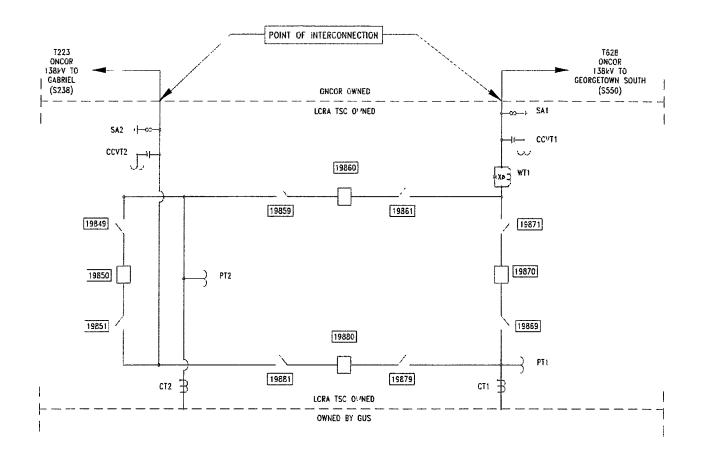
- (h) Two (2) 138 kV surge arresters SA1 and SA2
- (i) Two (2) 138 kV potential transformers PT1 and PT2
- (j) Two (2) coupling capacitor voltage transformers CCVT1 and CCVT2
- (k) SCADA and associated communication facilities to monitor and control LCRA TSC's facilities in Georgetown East Substation from LCRA TSC's Control Center
- (1) Substation property, ground grid, gravel, fencing and other appurtenances
- 10. <u>Operational Responsibilities of Each Party</u>: Each Party will be responsible for the operation of the facilities it owns.
- 11. <u>Maintenance Responsibilities of Each Party</u>: Each Party will be responsible for the maintenance of the facilities it owns.

12. Other Terms and Conditions:

- (a) Oncor and LCRA TSC will each be responsible for all costs it incurs in connection with constructing, operating, and maintaining its facilities in accordance with this Facility Schedule; provided, however, that this Paragraph 12(a) is subject to any other provisions of this Agreement with respect to liability and indemnification, and this Paragraph 12(a) shall not relieve either Party of its respective obligations under those provisions.
- (b) The LCRA TSC will telemeter power flows, device status, and bus voltage from Georgetown East Substation to LCRA TSC's Control Center.
- (c) The LCRA TSC will provide data to ERCOT in accordance with ERCOT requirements.
- (d) The LCRA TSC and Oncor shall design and coordinate its respective protection system equipment in accordance with ERCOT requirements.
- (e) Each Party will conduct its activities associated with the Points of Interconnection in accordance with applicable laws, regulations, tariffs, and all binding documents developed by the Electric Reliability Council of Texas and the North American Electric Reliability Corporation ("Binding Documents"). To the extent that any provision of the Agreement, including the provisions of this Facility Schedule, is in conflict with any mandatory provision of the Binding Documents, such mandatory provision will prevail. Notwithstanding any provision of the Agreement to the contrary, to the extent any provision of the Agreement is in conflict with a provision of this Facility Schedule, such provision of this Facility Schedule will prevail.

Page 17 of 18

GEORGETOWN EAST ONE-LINE DIAGRAM Amendment No. 17



Page 18 of 18

9