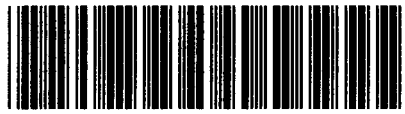

Control Number: 35077

Item Number: 758

Addendum StartPage: 0

PUBLIC UTILITY COMMISSION OF TEXAS

16 TEX. ADMIN. CODE (TAC) §25.195(e)

PROJECT NO. 35077

INTERCONNECTION AGREEMENT
AMENDMENT NO. 4

DATED AS OF SEPTEMBER 22, 2017

BETWEEN

ELECTRIC TRANSMISSION TEXAS, LLC

AND

LCRA TRANSMISSION SERVICES CORPORATION

OCTOBER 4, 2017

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INTERCONNECTION AGREEMENT
BETWEEN
ELECTRIC TRANSMISSION TEXAS, LLC
AND
LCRA TRANSMISSION SERVICES CORPORATION

DATED: April 12, 2010

Amendment No. 1: September 16, 2011
Amendment No. 2: April 10, 2014
Amendment No. 3: October 12, 2016
Amendment No. 4: September 22, 2017

INTERCONNECTION AGREEMENT
BETWEEN
ELECTRIC TRANSMISSION TEXAS, LLC
AND
LCRA TRANSMISSION SERVICES CORPORATION

This Agreement is made and entered into this 12th day of April, 2010, by and between Electric Transmission Texas, LLC ("ETT"), a Delaware limited liability company, and LCRA Transmission Services Corporation, a nonprofit affiliated company of the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas ("LCRA TSC") each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties".

WITNESSETH

WHEREAS, the Parties each own and operate electric utility systems in Texas for the transmission of electric power and energy; and

WHEREAS, the Parties are both members of the Electric Reliability Council of Texas ("ERCOT") and are subject to regulation by the Public Utility Commission of Texas ("PUCT"); and

WHEREAS, the Parties desire to provide for the interconnection of their respective electric systems in the respects, and under the terms and conditions set forth below;

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

ARTICLE I – EFFECTIVE DATE AND TERM

This Agreement and any subsequent addendum to this Agreement shall become effective on the date of execution by both Parties. Unless otherwise mutually agreed, this Agreement shall remain in effect initially for a period of five (5) years from the effective date, and shall continue in effect thereafter for periods of two (2) years each unless canceled after such initial period or any subsequent period either by mutual agreement or by either Party upon at least twenty-four (24) months written notice to the other party. Upon termination of this Agreement, each Party shall discontinue the use of the facilities of the other and shall disconnect the Points of Interconnection.

ARTICLE II – OBJECTIVE AND SCOPE

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

2.2 This Agreement shall apply to the ownership, construction, control, operation, and maintenance of those facilities which are or become specifically identified and described in the Facility Schedules which are attached hereto and incorporated herein.

2.3 This Agreement, including all Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof if not set forth or provided for herein. This Agreement replaces all other agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein. Such agreements are unaffected by this Agreement.

ARTICLE III – DEFINITIONS

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

3.1 Agreement shall mean this Agreement with all exhibits, schedules, and attachments applying hereto, including any exhibits, schedules, attachments, and any amendments hereafter made.

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

3.3 ERCOT Requirements shall mean the ERCOT Operating Guides, ERCOT Metering Guidelines, and ERCOT Protocols, adopted by ERCOT, and approved by the PUCT, including any attachments or exhibits referenced in the ERCOT Protocols, 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.

3.4 Facility Schedule(s) shall mean the addendum(s) to this Agreement that describe the agreement on ownership, control, operation, and maintenance responsibilities of the Parties at the Point(s) of Interconnection and any additional terms and conditions of this Agreement that apply specifically to the Point(s) of Interconnection.

3.5 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 to be acceptable practices, methods, or acts generally accepted in the region. Good Utility Practice may include, but not be limited to, conformance with the applicable and consistently applied reliability criteria, standards and operating guides of ERCOT and the NERC, or successor organization(s).

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

3.7 NERC Reliability Standards shall mean the mandatory electric reliability standards enforced by NERC.

3.8 Point(s) of Interconnection shall mean the points of interconnection that may be established under this Agreement, at which the electrical systems of the Parties are connected or may, by the closure of normally open switches, be connected.

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

ARTICLE IV – ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION

4.1 The Parties agree to comply with NERC Reliability Standards as they relate to the interconnection of their facilities at the locations identified and described in the Facility Schedules which are or become attached hereto and incorporated herein.

4.2 The Parties agree to interconnect their facilities at the locations, and in accordance with the terms and conditions, specified in the attached Facility Schedule(s). All Points of Interconnection shall be specified in Exhibit A and the Facility Schedule(s) attached hereto and made a part hereof. The Facility Schedule(s) shall specify the responsibilities of the Parties with respect to ownership, control, operation, and maintenance of the interconnection facilities.

4.3 Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, or cause the design and installation of its transmission 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 agree that all Points of Interconnection will be established in conformance with the ERCOT Requirements. The Parties agree to cause their systems 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 will be responsible for the equipment and facilities it owns on its side of the Point of Interconnection.

4.4 From time to time, a Point of Interconnection may be added, changed, modified, or deleted from this Agreement as mutually agreed by the Parties (not to be unreasonably withheld) 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 Facility Schedule in such a way that the numbering of the other Facility Schedules is not changed. Subject to regulatory approval, if required, either Party may terminate a Point of Interconnection on twelve (12) months advance written notice. Upon termination of a Point of Interconnection, each Party shall discontinue the

use of the facilities of the other associated with the use of that Point of Interconnection and shall disconnect from that Point of Interconnection. The Parties agree to use reasonable efforts to coordinate the termination of a Point of Interconnection to minimize any disruption in service by either Party.

4.5 Subject to regulatory approval, if required, unless mutually agreed, 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, originally attached to this Agreement or added subsequent to the execution of this Agreement, except as set forth in Section 4.4 above, or for reason of a material violation of the terms of this Agreement, for which opportunity to correct such violation was given under Paragraph 15.1 of this Agreement and such violation was not corrected in accordance with said Paragraph 15.1.

4.6 For facilities not specified in the Facility Schedules, or if either Party makes equipment changes or additions to the equipment at a Point of Interconnection, which may affect the operation or performance of the other Party's interconnection facilities, the Parties agree to notify the other Party, in writing, of such changes. Such changes shall be made in accordance with Good Utility Practice, ERCOT Requirements, the National Electrical Safety Code, other applicable codes, and standards in effect at the time of construction, and coordinated between the Parties.

4.7 Each Party agrees to provide, upon request, current as-built drawings to the other Party of the facilities owned by that Party at each Point of Interconnection.

4.8 The Parties agree to coordinate and cooperate on assessments of the reliability impacts to the interconnected transmission system for new facilities requesting connection to their distribution or transmission facilities, in accordance with the NERC Reliability Standards.

ARTICLE V - OTHER SERVICES

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

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

ARTICLE VI - SYSTEM OPERATION AND MAINTENANCE

6.1 Unless otherwise provided by the Facility Schedules, each Party shall, at each Point of Interconnection, at its own risk and expense, be responsible for the operation and maintenance of 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, originating in the system of one Party, from affecting or impairing the system of

the other Party, or other systems to which the Party is interconnected. The Parties agree that all Points of Interconnection will be operated and maintained in conformance with the ERCOT Requirements.

6.2 Unless otherwise provided by the Facility Schedules, each Party shall be responsible for the operation of the facilities it owns. The operation of the electrical network shall be such that power flows that enter and exit one Party's transmission facilities do not have undue impacts on the other Party's transmission facilities. Operational responsibility for facilities owned by one Party, but installed in another Party's substation or transmission line will be identified in the Facility Schedule for that particular Point of Interconnection.

6.3 During the term of this Agreement, the Parties will, consistent with Good Utility Practice, coordinate their operations to maintain continuity of service to their respective customers to the extent practicable. Planned maintenance by either Party that will cause a deviation from the normal power and energy flow at a Point of Interconnection will be scheduled at a mutually agreeable time. Except as otherwise permitted by the terms of this Agreement, no changes will be made in the normal operation of a Point of Interconnection without the mutual agreement of the Parties. The Parties will, to the extent necessary to support continuity of operations, coordinate the operation of protective devices on the facilities they own or operate in the proximity of the Points of Interconnection that might reasonably be expected to affect the operation of facilities on the other Party's system.

6.4 Planned maintenance plans for facilities, including circuit breakers, that terminate the transmission facilities owned by the other Party, will be subject to review and approval by the Party that owns the transmission facilities. Such approval will not be unreasonably withheld.

6.5 Each Party will provide the reactive requirements for its own system in accordance with the operating guidelines as established from time to time by ERCOT.

6.6 During periods of emergency conditions declared by ERCOT, or as necessary to restore customer service, either Party may operate equipment that is normally operated by the other Party, provided that authorization to do so must first be received from the Party that normally operates the equipment, such authorization not to be unreasonably withheld or delayed. It shall be considered reasonable for the Party that normally operates such equipment to deny such a request by the other Party if the withholding Party will provide such operation within the time frame called for in the circumstances. Such operations by the other Party will be at no cost to the owner or normal operator of the equipment.

6.7 Each Party will determine the operating limits of the facilities that it owns and make such limits known to the Party operating those facilities. The operating Party of those facilities will not exceed those limits without prior approval of the Party owning the facilities.

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

7.1 Each Party shall permit duly authorized representatives and employees of the other Party to enter upon its premises for the purpose of inspecting, testing, repairing, renewing,

or exchanging any or all of the equipment owned by such other Party that is located on such premises or for the purpose of performing any work necessary in the performance of this Agreement.

7.2 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.

7.3 Any and all equipment, apparatus, and devices placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be and remain the property of the Party owning and installing such equipment, apparatus, devices, or facilities, regardless of the mode and manner of annexation or attachment to real property. Upon the termination of any Point of Interconnection under this Agreement, the Party owning and installing such equipment, apparatus, devices, or facilities on the property of the other Party, shall 1) have the right to sell such equipment, apparatus, devices, or facilities to the other Party if the other Party wishes to purchase such equipment, apparatus, devices, or facilities or 2) to enter the premises of the other 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 under this Agreement, equipment of a Party that is installed on the premises of the other Party is either not sold to the other Party or removed by the owning Party within a reasonable time, it shall be considered abandoned by the owning Party and may be disposed of by the other Party in the manner it shall determine appropriate; provided, however, that any net cost incurred by the disposing Party shall be reimbursed by the abandoning Party.

7.4 Each Party shall clearly mark their respective equipment, apparatus, devices, or facilities that are placed or installed on the other Party's premises with appropriate ownership identification, as practical.

7.5 Either Party may request the other Party to upgrade or modify the requested Party's terminal facilities at a Point of Interconnection. Any upgrades or modifications shall be made within a reasonable period of time when, (1) transmission planning studies demonstrate that the termination equipment may limit the transfer capability of the transmission system, and/or (2) the termination equipment is not in accordance with the ERCOT Operating Guides on system protection relaying. In the case of 69kV line terminations, where the ERCOT Operating Guides are silent, the requesting Party may propose upgrades or modifications based on its own standards and the requested party shall not unreasonably deny such upgrades or modifications.

ARTICLE VIII – METERING AND RECORDS

8.1 All metering equipment required herein shall be selected, installed, tested, operated, and maintained by the Party owning such metering equipment in accordance with Good Utility Practice and the ERCOT Requirements.

8.2 The Party that does not own the metering equipment shall be permitted to witness any testing, inspection, maintenance, or alteration of such metering equipment owned by the other Party. The owner of such equipment shall give reasonable advance notice of all tests and inspections so that representatives of the other Party may be present. After proper notification to the other Party, the owner may proceed with the scheduled tests or inspections regardless of whether a witness is present.

8.3 If any test or inspection of metering equipment shows that it does not meet the accuracy requirements established by the ERCOT Requirements, the meter or other equipment found to be inaccurate or defective shall be promptly repaired, adjusted, or replaced by the owner. Should metering equipment fail to register, the power and energy delivered and received shall be determined in accordance with the ERCOT Requirements.

8.4 As long as metering, telemetering or communications facilities are required by the ERCOT Requirements and are operated and maintained in accordance with ERCOT Requirements, the Party owning these facilities shall allow the other Party to read the meter by means of the existing telemetering and communications facilities. The other Party shall be responsible for any actual and reasonable incremental costs incurred by the owning Party to provide any meter reading capability over and above that which is required by the owning Party.

8.5 In the event that metering, telemetering, or communications facilities are no longer required by the ERCOT Requirements and the Party owning these facilities does not wish to continue to operate and maintain these facilities, the owning Party may remove these facilities three (3) months after it has notified in writing the other Party of its plans. If these facilities that are no longer required by the ERCOT Requirements fail to operate accurately and/or the owning Party does not wish to maintain these facilities, the other Party shall be allowed to purchase/replace, own, operate, and maintain these facilities at its cost.

ARTICLE IX – COMMUNICATION AND TELEMETERING FACILITIES

9.1 Each Party shall provide, at its own expense, the necessary communication and telemetering facilities needed for the control and operation of its transmission system.

9.2 All communication and telemetering facilities required herein shall be selected, installed, tested, operated, and maintained by the Party owning such equipment in accordance with Good Utility Practice and the ERCOT Requirements.

ARTICLE X - INDEMNIFICATION

EACH PARTY SHALL ASSUME ALL LIABILITY FOR, AND SHALL 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 NEGLIGENCE OR OTHER FAULT IN THE DESIGN, CONSTRUCTION, OR OPERATION OF THEIR RESPECTIVE FACILITIES, DURING THE PERFORMANCE OF THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, EXCEPT IN CASES OF GROSS NEGLIGENCE OR INTENTIONAL WRONGDOING BY THE OTHER PARTY.

ARTICLE XI –NOTICES

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

(a) If to ETT:

Electric Transmission Texas, LLC
President
400 W. 15th St., Suite 800
Austin, TX 78701-1677

With copy to:

Manager, Transmission & Interconnection Services
c/o American Electric Power Service Corp.
P.O. Box 201
Tulsa, OK 74102

(b) If to LCRA TSC:

LCRA Transmission Engineering Manager
LCRA Transmission Services Corporation
P.O. Box 220
Austin, TX 78767-0220

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

ARTICLE XII - SUCCESSORS AND ASSIGNS

12.1 Subject to the provisions of Section 12.2 below, 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, delayed or conditioned, 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 consent to 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, to a successor to all or a substantial portion of the Party's transmission and distribution business; to any affiliate of the assigning Party with an equal or greater credit rating; to any transmission service provider with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; or for collateral security purposes in connection with any financing or financial arrangements.

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 XIII – 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 all valid applicable federal, state, and local laws, ordinances, rules and regulations of duly constituted regulatory authorities having jurisdiction.

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

13.3 In the event that a regulatory authority having jurisdiction over the Parties orders a change in the terms of this Agreement, the Parties agree to negotiate in good faith a replacement term that will most nearly accomplish the purpose and intent of the original term consistent with the regulatory order. 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 sixty (60) days prior written notice of such election to the other

Party. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

13.4 In the event any part of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall constitute a binding agreement between the Parties provided, however, that if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason of any provision or application being finally determined to be invalid, illegal, or unenforceable, that Party may terminate this Agreement upon sixty (60) days prior written notice to the other Party. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

ARTICLE XIV – DEFAULT AND FORCE MAJEURE

Neither Party shall be considered in default with respect to any obligation hereunder, other than the payment of money, if prevented from fulfilling such obligations by reason of any cause beyond its reasonable control, including, but not limited to, outages or interruptions due to weather, accidents, equipment failures or threat of failure, strikes, civil unrest, injunctions or order of governmental or regulatory authority having jurisdiction ("Force Majeure"). If performance by either Party has been prevented by such event, the affected Party shall promptly and diligently attempt to remove the cause of its failure to perform, except that neither Party shall be obligated to agree to any quick settlement of any strike or labor disturbance, that, in the affected Party's opinion, may be inadvisable or detrimental, or to an appeal from any administrative or judicial ruling.

ARTICLE XV - TERMINATION ON DEFAULT

15.1 The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 15.2, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within thirty (30) days after notice and continuously and diligently complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

15.2 If a Default is not cured as provided in this Section, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Section will survive termination of this Agreement.

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

ARTICLE XVI- 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 that Party to the public or to the other Party, and it is understood and agreed that any such undertaking shall cease upon the termination of this Agreement.

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

16.3 This Agreement shall not affect the obligations or rights of either Party with respect to other agreements. Both Parties to this Agreement represent that there is no agreement or other obligation binding upon it, which, as such Party is presently aware, would limit the effectiveness or frustrate the purpose of this Agreement.

16.4 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.

16.5 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.

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

[signatures are on next page]

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

ELECTRIC TRANSMISSION TEXAS, LLC

By: _____*/s/ J. Calvin Crowder*_____
J. Calvin Crowder
President

Date: April 12, 2010

LCRA TRANSMISSION SERVICES CORPORATION

By: _____*/s/ Ray Pfefferkorn*_____
Ray Pfefferkorn, P.E.
LCRA Transmission Engineering Manager

Date: April 6, 2010

EXHIBIT A

Facility Schedule No.	Name of Point of Interconnection (# of Points)	Delivery Voltage [kV]	Estimated Peak Load [kW]	Original Effective Date, Prior Amendment Dates or Termination Date
1	Firerock (2)	138	-	March 29, 2010
2	Port Aransas (1)	69	-	March 29, 2010
3	Laguna (2)	69	-	March 29, 2010
4	Nueces Bay (2)	138	-	March 29, 2010
5	Hamilton Road (1)	138	-	March 29, 2010
6	Ft. Lancaster (1)	138	-	September 16, 2011
7	Orsted (4)	345	-	April 10, 2014
8	Edison (4)	345	-	April 10, 2014
9	Bakersfield Switchyard (4)	345	-	October 12, 2016 September 22, 2017
10	Big Hill Switchyard (2)	345	-	September 22, 2017

FACILITY SCHEDULE NO. 1

1. Name: **Firerock**

2. Location: The Firerock Substation is located near Santa Anna, Texas in Coleman County. There are two Points of Interconnection at the Firerock Substation. One is at the termination of the 138 kV transmission line from the Santa Anna Substation and the other is at the termination of the 138 kV transmission line from the Brownwood Substation. Both Points of Interconnection are at the point where the jumper conductors from the substation equipment physically contact the connectors on the 138 kV transmission line conductors.

3. Delivery Voltage: 138 kV

4. Metered Voltage: NA

5. Normal Operation of Interconnection: Closed

6. One-Line Diagram Attached: Yes

7. Facility Ownership Responsibilities of the Parties:

ETT owns the following facilities:

- the Firerock Substation* and all the substation facilities within it
- jumper conductors from the station facilities to the Point(s) of Interconnection
- substation deadend structures that terminate all transmission lines into the station
- the Remote Terminal Unit (RTU) within the Firerock PST Substation
- a four-wire RTU communication circuit from the station to the AEP control center

LCRA TSC owns the following facilities:

- insulators and hardware on the substation deadend structures that terminate the 138 kV transmission lines from the Santa Anna and Brownwood stations
- the following transmission line(s) comprised of structures, conductors, insulators, easements, shield wires and connecting hardware:
  - Firerock to Santa Anna 138 kV transmission line
  - Firerock to Brownwood 138 kV transmission line (to tie with Oncor)

*Note: AEP Texas North Company (AEP) owns the 69 kV metering equipment and an RTU within the Firerock Substation.

8. Facility Operation and Maintenance Responsibilities of the Parties:

- Each Party is responsible for the operation and control of the facilities it owns.
- Each Party maintains the facilities it owns that are provided for in this Facility Schedule. Maintenance of the facilities, including circuit breaker relays, that are

owned by one Party that protect the facilities owned by the other Party , will be subject to review and approval by the other Party.

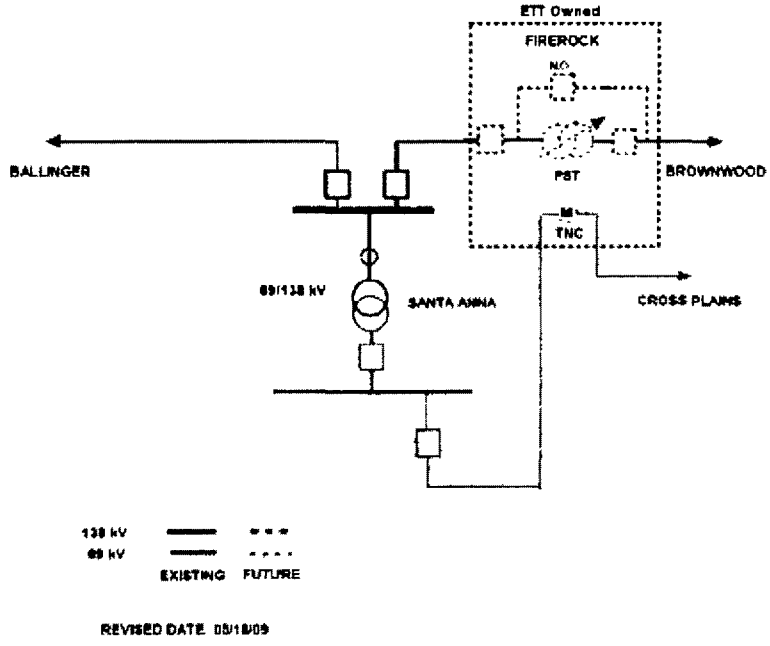
9. Cost Responsibilities of the Parties:

- Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.
- Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Point of Interconnection in accordance with this Facility Schedule.

10. Other Terms and Conditions:

- ETT will poll the ETT RTU installed at the station and LCRA TSC will have access to the RTU data via the Inter-control Center Communications Protocol (ICCP) communication circuit between ERCOT and the LCRA TSC control center.

FIREROCK



REVISED DATE 05/18/09

FACILITY SCHEDULE NO. 2

1. Name: **Port Aransas**

2. Location: The Port Aransas Substation is located in Port Aransas, Texas in Aransas County. The Point of Interconnection is at the termination of the 69 kV transmission line from the Mustang Island Substation where the jumper conductors from the substation equipment physically contact the connectors on the 69 kV transmission line conductors.

3. Delivery Voltage: 69 kV

4. Metered Voltage: NA

5. Normal Operation of Interconnection: Closed

6. One-Line Diagram Attached: Yes

7. Facility Ownership Responsibilities of the Parties:

   ETT owns the following facilities:
   - the 69 kV transmission facilities within the Port Aransas Substation*
   - jumper conductors from the station facilities to the Point(s) of Interconnection
   - deadend structures that terminate all transmission lines into the station

   LCRA TSC owns the following facilities:
   - insulators and hardware on the deadend structures that terminate the 69 kV transmission line from the Mustang Island station
   - the following transmission line(s) comprised of structures, conductors, insulators, and connecting hardware:
     - 69 kV transmission line from Port Aransas to Mustang Island

   *Note: AEP Texas Central Company owns the Port Aransas Substation property including the distribution facilities and the RTU within the substation and the 69 kV transmission line from Port Aransas to Aransas Pass.

8. Facility Operation and Maintenance Responsibilities of the Parties:

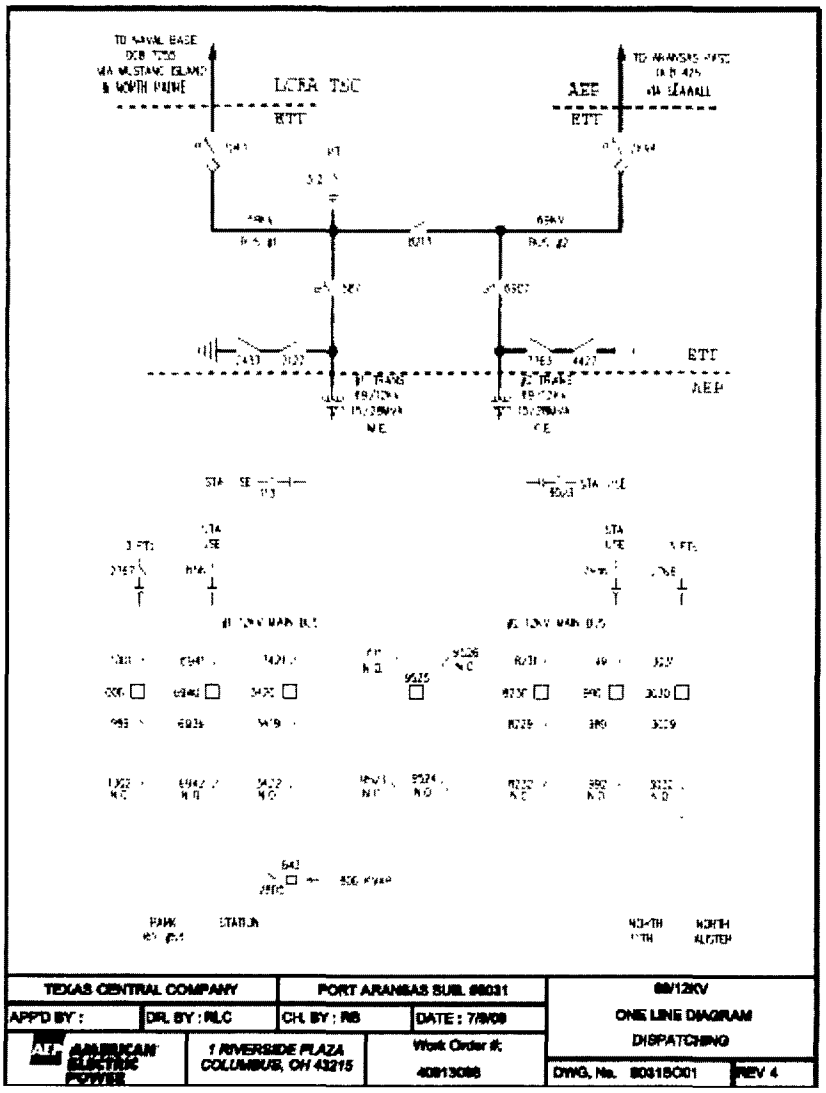
   - Each Party is responsible for the operation and control of the facilities it owns.
   - Each Party maintains the facilities it owns that are provided for in this Facility Schedule. Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party , will be subject to review and approval by the other Party.

9. Cost Responsibilities of the Parties:

- Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.
- Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Point of Interconnection in accordance with this Facility Schedule.

10. Other Terms and Conditions:

- ETT will be responsible for providing LCRA TSC data from the RTU installed inside the station via the Inter-control Center Communications Protocol (ICCP) communication circuit between ERCOT and the LCRA TSC control center.


LCRA TSC
ETT
AEP
ETT
ETT
AEP
NE
CE
TEXAS CENTRAL COMPANY
PORT ARANSAS SUB. 86031
69/12KV
APP'D BY :
DR. BY : RLC
CH. BY : RB
DATE : 7/8/08
ONE LINE DIAGRAM
DISPATCHING
AMERICAN ELECTRIC POWER
1 RIVERSIDE PLAZA
COLUMBUS, OH 43215
Work Order #:
40813088
DWG. No. 86315C01
REV 4

FACILITY SCHEDULE NO. 3

1. Name: **Laguna**

2. Location: The Laguna Substation is located in Corpus Christi, Texas in Nueces County. There are two Points of Interconnection at the Laguna Substation. One is at the termination of the 69 kV transmission line from the Naval Base Substation and the other is at the termination of the 69 kV transmission line from the Airline Substation. Both Points of Interconnection are at the point where the jumper conductors from the substation equipment physically contact the connectors on the 69 kV transmission line conductors.

3. Delivery Voltage: 69 kV

4. Metered Voltage: NA

5. Normal Operation of Interconnection: Closed

6. One-Line Diagram Attached: Yes

7. Facility Ownership Responsibilities of the Parties:

   ETT owns the following facilities:
   - the 69 kV transmission facilities within the Laguna Substation*
   - jumper conductors from the station facilities to the Point(s) of Interconnection

   *Note: AEP Texas Central Company (AEP) owns the Laguna Substation property including the distribution facilities and RTU within the substation.

   LCRA TSC owns the following facilities:
   - insulators and hardware on the deadend structures that terminate the 69 kV transmission lines from the Naval Base and Airline stations
   - the following transmission line(s) comprised of easements, structures, conductors, insulators, and connecting hardware:
     - Laguna to Airline 69 kV transmission line
     - Laguna to Naval Base 69 kV transmission line

8. Facility Operation and Maintenance Responsibilities of the Parties:

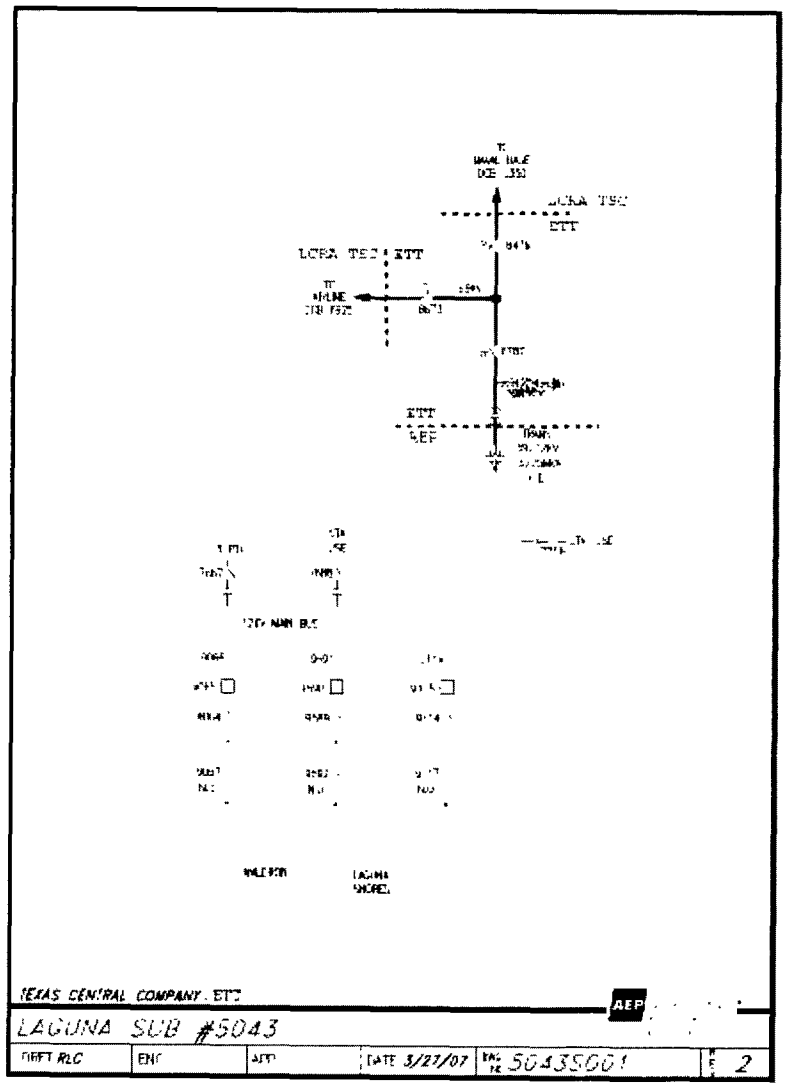
   - Each Party is responsible for the operation and control of the facilities it owns.
   - Each Party maintains the facilities it owns that are provided for in this Facility Schedule. Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party , will be subject to review and approval by the other Party.

9. Cost Responsibilities of the Parties:

- Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.
- Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Point of Interconnection in accordance with this Facility Schedule.

10. Other Terms and Conditions:

- ETT will be responsible for providing LCRA TSC data from the RTU installed inside the station via the Inter-control Center Communications Protocol (ICCP) communication circuit between ERCOT and the LCRA TSC control center.


TEXAS CENTRAL COMPANY - ETT
LAGUNA SUB #5043
DRFT RLC
ENG
APP
DATE 3/27/07
DWG NO 5043S001
SH 2
AEP

FACILITY SCHEDULE NO. 4

1. Name: **Nueces Bay**

2. Facility Location: The Nueces Bay Generating Station is located in Corpus Christi, in Nueces County, Texas. There are two Points of Interconnection at the Nueces Bay Station. One is at the termination of the 138 kV transmission line from the Citgo North Oak Park Station and the other is at the termination of the 138 kV transmission line from the Lon C. Hill Station. Both Points of Interconnection are at the point where the jumper conductors from the substation equipment physically contact the connectors on the 138kV transmission line conductors.

3. Delivery Voltage: 138 kV

4. Metered Voltage: NA

5. Normal Operation of Interconnection: Closed

6. One-Line Diagram Attached: Yes

7. Facility Ownership Responsibilities of the Parties:

ETT owns the following facilities:

- Nueces Bay Station and all the facilities within it
- transmission line relay protection panels and all associated equipment for the LCRA TSC transmission lines
- the Remote Terminal Unit (RTU) within the Nueces Bay 138 kV Substation
- jumper conductors from the station facilities to the Points of Interconnection
- deadend structures that terminate all transmission lines into the station

LCRA TSC owns the following facilities:

- insulators and hardware on the deadend structures that terminate the 138 kV transmission lines from the Lon C. Hill and Citgo North Oak Park stations.
- the following transmission lines comprised of underground/underwater cable, conductors, insulators, connecting hardware, and structures;
  - Nueces Bay to Citgo North Oak Park 138 kV cable and transmission line
  - Nueces Bay to Lon C. Hill 138 kV transmission line

8. Facility Operation and Maintenance Responsibilities of the Parties:

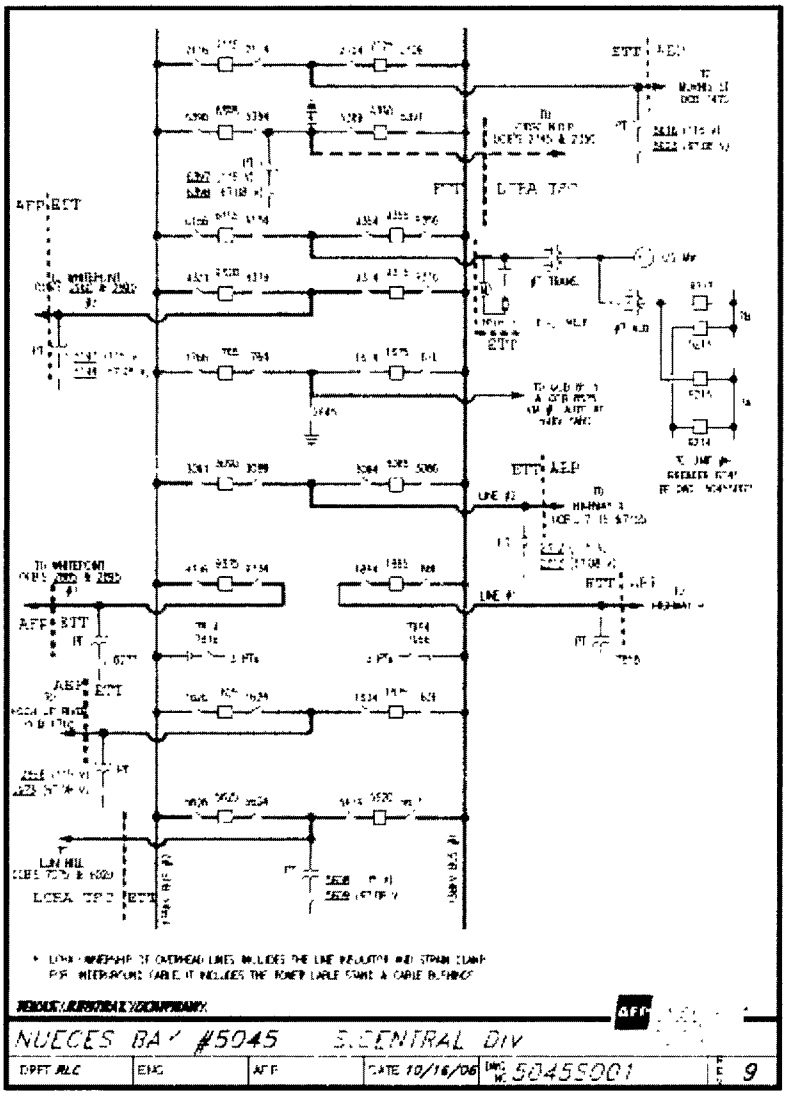
- Each Party is responsible for the operation and control of the facilities it owns.
- Each Party maintains the facilities it owns that are provided for in this Facility Schedule. Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party , will be subject to review and approval by the other Party.

9. Cost Responsibilities of the Parties:

- Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.
- Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Point of Interconnection in accordance with this Facility Schedule.

10. Other Terms and Conditions:

- ETT will poll the ETT RTU installed inside the Nueces Bay 138 kV Substation and LCRA TSC will have access to the RTU data via the Inter-control Center Communications Protocol (ICCP) communication circuit between ERCOT and the LCRA TSC control center.


NUECES BAY #5045 S. CENTRAL DIV
DRFT JLC
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DATE 10/16/06
DWG # 5045S001
E 9

FACILITY SCHEDULE NO. 5

1. Name: **Hamilton Road**

2. Location: The Hamilton Road Substation is located in Del Rio, Texas in Val Verde County. The Point of Interconnection is at the termination of the 138 kV transmission line from the Brackettville Substation where the jumper conductors from the substation equipment physically contact the connectors on the 138 kV transmission line conductors.

3. Delivery Voltage: 138 kV

4. Metered Voltage: NA

5. Normal Operation of Interconnection: Closed

6. One-Line Diagram Attached: Yes

7. **Facility Ownership Responsibilities of the Parties:**

ETT owns the following facilities:

- the Hamilton Road Substation and all the substation facilities within it
- jumper conductors from the station facilities to the Point(s) of Interconnection
- the substation deadend structure that terminates the 138 kV transmission line from the Brackettville Substation

LCRA TSC owns the following facilities:

- insulators and hardware on the deadend structure that terminates the 138 kV transmission line from the Brackettville station
- the following transmission line(s) comprised of structures, conductors, insulators, easements, shield wires and connecting hardware:
  - o Hamilton Road to Brackettville 138 kV transmission line

8. **Facility Operation and Maintenance Responsibilities of the Parties:**

- Each Party is responsible for the operation and control of the facilities it owns.
- Each Party maintains the facilities it owns that are provided for in this Facility Schedule. Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party , will be subject to review and approval by the other Party.

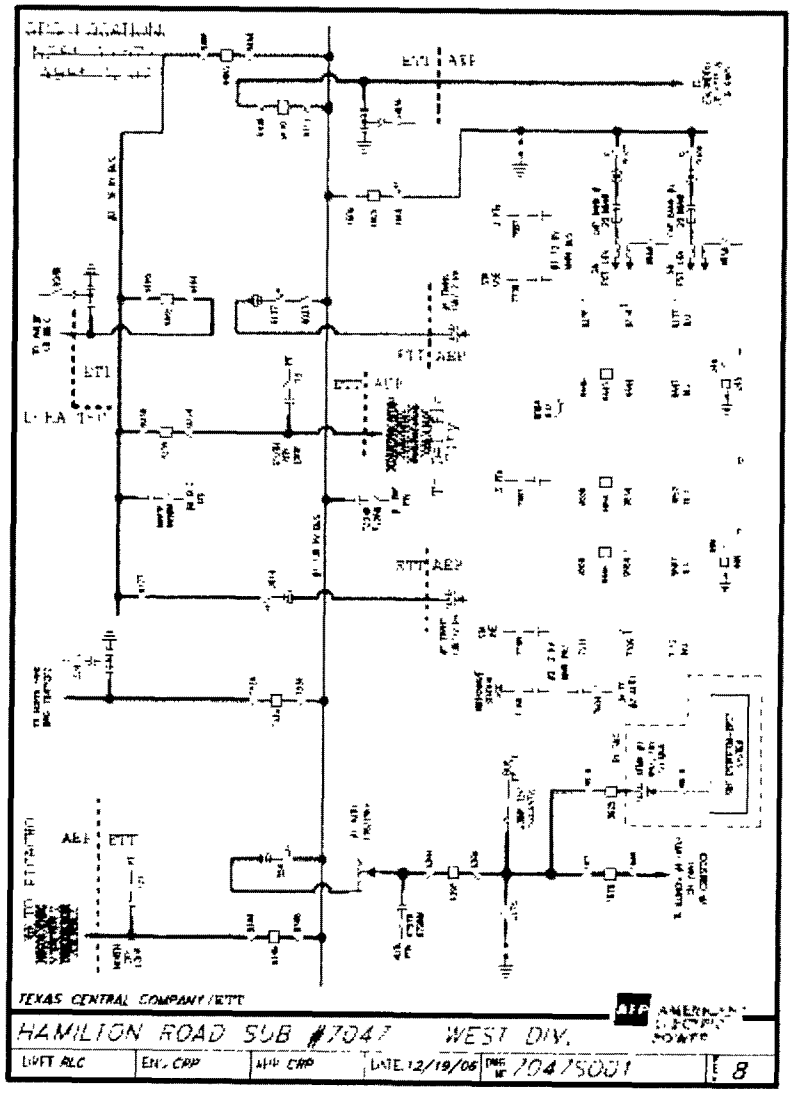
9. **Cost Responsibilities of the Parties:**

- Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

- Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Point of Interconnection in accordance with this Facility Schedule.

10. Other Terms and Conditions:

- ETT will be responsible for providing LCRA TSC data from the RTU installed inside the station via the Inter-control Center Communications Protocol (ICCP) communication circuit between ERCOT and the LCRA TSC control center.


TEXAS CENTRAL COMPANY (ETT
HAMILTON ROAD SUB #7047 WEST DIV.
DRFT RLC
ENG CRP
APP CRP
DATE 12/19/06
7047S001
8

FACILITY SCHEDULE NO. 6

1. Name: **Ft. Lancaster**

2. Location: The Fort Lancaster Substation (the "Substation") is located at 10069 East Hwy 290 approximately 5 miles east of the City of Sheffield, Crockett County, Texas. The Point of Interconnection is at the LCRA TSC Substation dead-end structure (inside the Substation) where the LCRA TSC jumpers connect to the ETT slack conductor dead-end insulators of the 138 kV transmission line from the Illinois #4 substation.

3. Delivery Voltage: 138 kV

4. Metered Voltage: NA

5. Normal Operation of Interconnection: Closed

6. One-Line Diagram Attached: Yes

7. Facility Ownership Responsibilities of the Parties:

ETT owns the following facilities:

- the 138 kV transmission line to the Illinois #4 substation with optical ground wire (OPGW)
- the fiber patch panel located in the LCRA TSC control house, to which LCRA TSC will connect its relaying and communications equipment as necessary.
- the ETT dead-end structure (pole outside the Substation) that terminate the 138 kV transmission line to the Illinois #4 substation
- insulators and hardware on the LCRA TSC Substation deadend structure (inside the Substation) that terminates the 138 kV transmission slack line from the ETT dead-end structure (pole outside the Substation) from the Illinois #4 station

LCRA TSC owns the following facilities:

- the 138 kV Substation and all the facilities within it, except for those facilities as being owned by ETT
- jumper conductors from the Substation facilities to the Point(s) of Interconnection at the ETT dead-end insulators

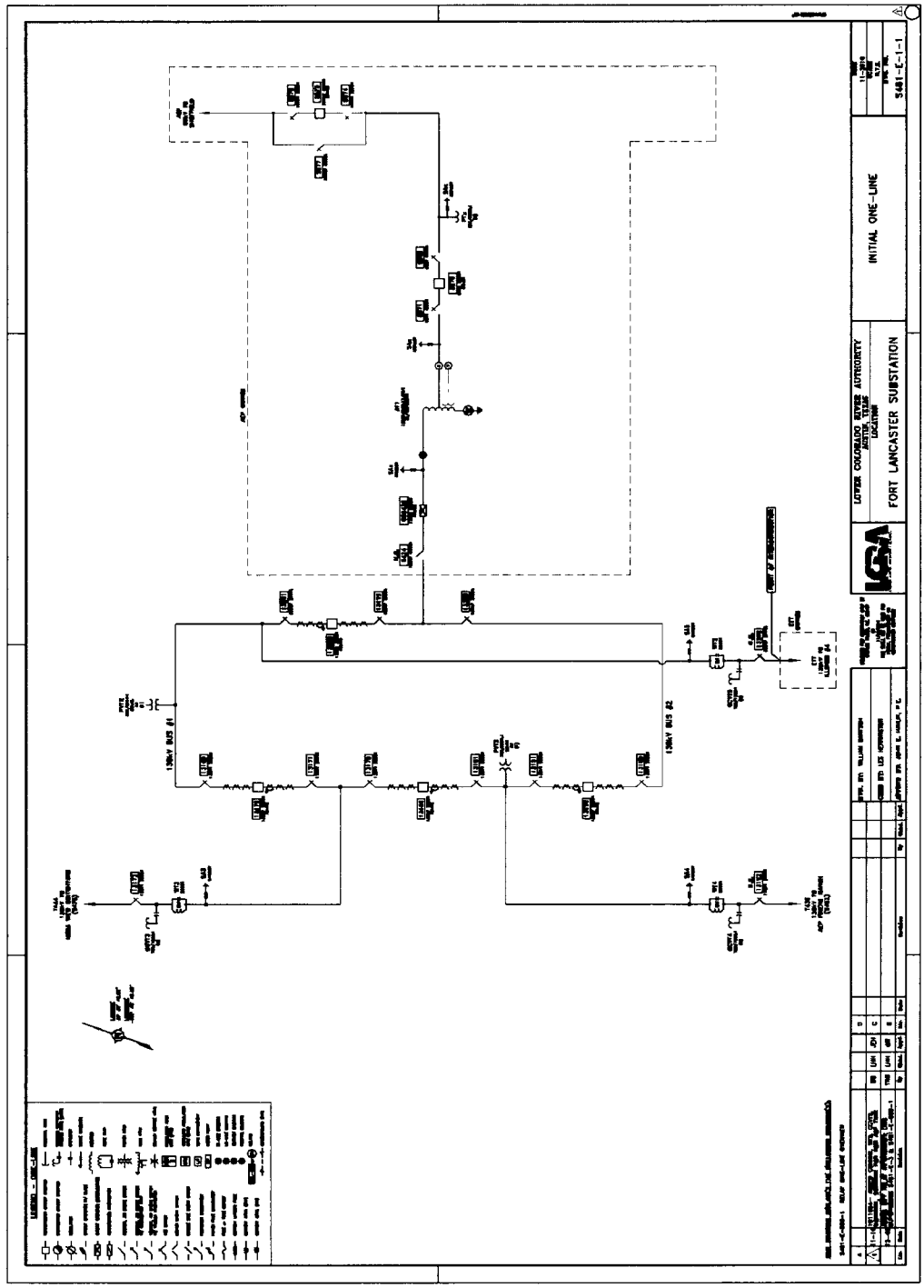
8. Facility Operation and Maintenance Responsibilities of the Parties:

- Each Party is responsible for the operation and control of the facilities it owns.
- Each Party maintains the facilities it owns that are provided for in this Facility Schedule

9. Cost Responsibilities of the Parties:

- Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.
- Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Point of Interconnection in accordance with this Facility Schedule.

One Line Drawing



FACILITY SCHEDULE NO. 7

1. **Name:** **Orsted**

2. **Location:** The ETT Orsted Station ("Station") is located at 1090 Private Rd 2271, Sonora, Texas 76950, 24 miles northeast of Sonora on FM 864 from the intersection of Hwy 10 and FM 864, in Sutton County, Texas. The Station is a 345 kV series compensation station for the LCRA TSC double circuit 345 kV transmission line from Big Hill to Kendall (LCRA TSC circuits T558 & T559). There are four (4) Points of Interconnection at the Station: two (2) Points of Interconnection are where LCRA TSC circuits T558 and T559 from Big Hill terminate on the west side of the Station; and two (2) Points of Interconnection are where LCRA TSC circuits T558 and T559 from Edison/Kendall terminate on the east side of the Station. At each Point of Interconnection the Station facilities connect to the LCRA TSC four (4) hole pad on LCRA TSC's 345 kV transmission line dead-end assembly terminating on ETT's Station "A" frame dead-end structure.

3. **Delivery Voltage:** 345 kV

4. **Metered Voltage:** NA

5. **Normal Operation of Interconnection:** Each Party's Control Center will coordinate with the other Party's Control Center (i) to place the control of the reactors in automatic or manual operation and (ii) for the insertion and by-pass of the series capacitors.

6. **One-Line Diagram Attached:** Yes

7. **Facility Ownership Responsibilities of the Parties:**

ETT owns the following facilities:

i. the Station and all the facilities within it, except for those facilities identified below as being owned by LCRA TSC
ii. Station property and fence
iii. ground grid
iv. control house
v. the telecommunications building and all the facilities within it, except for those facilities identified as being owned by LCRA TSC in the Telecommunication Assets Sharing Agreement described in 10 (i).

LCRA TSC owns the following facilities:

i. the approximately 34.8 mile long 345 kV Big Hill to Station transmission line T558 with two (2) Alumoweld shield wires, dead-end assembly, and attachment hardware connecting to ETT's north steel "A" frame dead-end structure on the west side of the Station

ii. the approximately 34.8 mile long 345 kV Big Hill to Station transmission line T559 with one (1) optical ground wire ("OPGW") shield wire, dead-end assembly, and attachment hardware connecting to ETT's south steel "A" frame dead-end structure on the west side of the Station

iii. the 345 kV Edison/Kendall to Station transmission line T558 (approximately 52.7 miles between Station and Edison and another 51.4 miles between Edison and Kendall) with two (2) Alumoweld shield wires, dead-end assembly, and attachment hardware connecting to ETT's north steel "A" frame dead-end structure on the east side of the Station

iv. the 345 kV Edison/Kendall to Station transmission line T559 (approximately 52.7 miles between Station and Edison and another 51.4 miles between Edison and Kendall) with one (1) OPGW shield wire, dead-end assembly, and attachment hardware connecting to ETT's south steel "A" frame dead-end structure on the east side of the Station

8. Facility Operation and Maintenance Responsibilities of the Parties:

i. Each Party is responsible for the operation and control of the facilities it owns.

ii. Each Party shall maintain the facilities it owns that are provided for in this Facility Schedule. Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

9. Cost Responsibilities of the Parties:

i. Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

ii. Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Points of Interconnection in accordance with this Facility Schedule.

10. Other Terms and Conditions:

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

i. LCRA TSC shall have certain telecommunication facilities on the Station site. In addition thereto, LCRA TSC is providing two (2) DS-1 Circuits, or equivalent, on LCRA TSC's communications system from the Station to the San Angelo Power Station for ETT's use. Each Party's rights and responsibilities related to such matters shall be governed by the terms and conditions of that one certain Telecommunication Assets Sharing Agreement, to be entered into by and between the Parties, reference to which is hereby made for all purposes.

ii. ETT shall grant to LCRA TSC a forty (40) foot wide easement for LCRA TSC to access the existing right-of-way for LCRA TSC circuits T-558 & T-559 along the east, north and west perimeter of the Station property, as provided in the such easement, reference to which is hereby made for all purposes.

iii. LCRA TSC shall grant to ETT, a limited waiver of its existing transmission easement where the Station overlays the right-of-way of LCRA TSC circuits T-558 & T-559. The limited waiver shall be effective until the termination of the use and operation of the Station.

iv. Each Party shall provide an access plan to the other for review and joint acceptance. Such access plan is to document access privileges to interconnection facilities including, but not necessarily limited to, fiber optic systems and associated equipment.

v. Each Party shall provide station operational and metering data for facilities it owns or controls to ERCOT via Inter-control Center Communications Protocol (ICCP), or other methods acceptable to ERCOT.

vi. Grounding of all Station and telecommunications facilities shall meet the Station-owner's specifications.

vii. The Station contains series capacitor and shunt reactive devices that are necessary to maintain the voltage and power factor profile on the interconnecting transmission lines. The Parties agree to coordinate their efforts to operate such devices in conformity with the applicable ERCOT Requirements.

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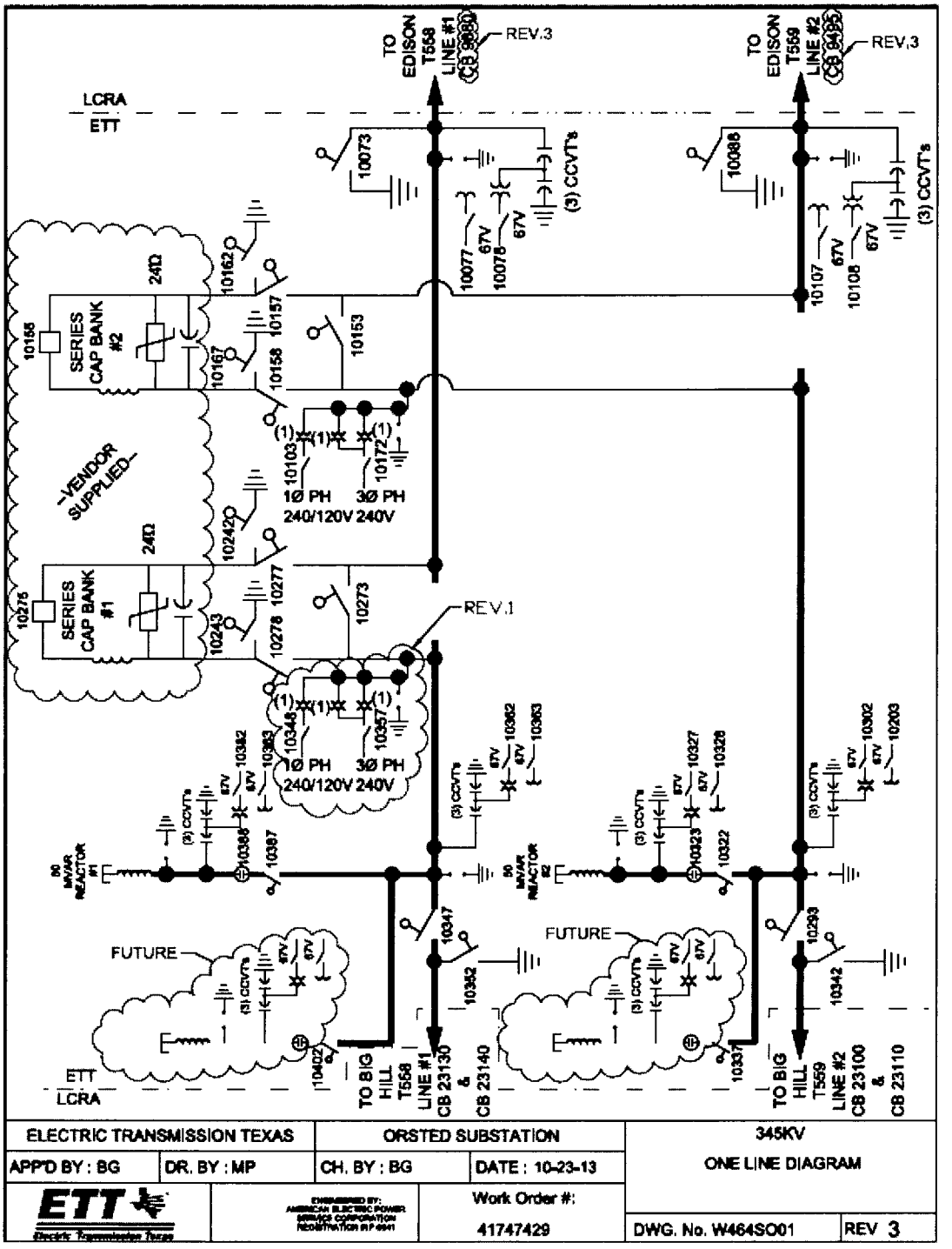
FACILITY SCHEDULE NO. 7 (continued)



FACILITY SCHEDULE NO. 8

1. **Name:** **Edison**

2. **Location:** The ETT Edison Station ("Station") is located at 17850 E. I-10 Service Rd. Junction, Texas 76849, 18 miles southeast of Junction, in Kimble County, Texas. The Station is a 345 kV series compensation station for the LCRA TSC double circuit 345 kV transmission line from Big Hill to Kendall (LCRA TSC circuits T558 & T559). There are four (4) Points of Interconnection at the Station: two (2) Points of Interconnection are where LCRA TSC circuits T558 and T559 from Orsted/Big Hill terminate on the west side of the Station; and two (2) Points of Interconnection are where LCRA TSC circuits T558 and T559 from Kendall terminate on the east side of the Station. At each Point of Interconnection the Station facilities connect to the LCRA TSC four (4) hole pad on LCRA TSC's 345 kV transmission line dead-end assembly terminating on ETT's Station "A" frame dead-end structure.

3. **Delivery Voltage:** 345 kV

4. **Metered Voltage:** NA

5. **Normal Operation of Interconnection:** Each Party's Control Center will coordinate with the other Party's Control Center (i) to place the control of the reactors in automatic or manual operation and (ii) for the insertion and by-pass of the series capacitors.

6. **One-Line Diagram Attached:** Yes

7. **Facility Ownership Responsibilities of the Parties:**

ETT owns the following facilities:

i. the Station and all the facilities within it, except for those facilities identified below as being owned by LCRA TSC
ii. Station property and fence
iii. ground grid
iv. control house
v. the telecommunications building and all the facilities within it, except for those facilities identified as being owned by LCRA TSC in the Telecommunication Assets Sharing Agreement described in 10 (i).

LCRA TSC owns the following facilities:

i. the 345 kV Big Hill/Orsted to Station transmission line T558 (approximately 52.7 miles between Station and Orsted and another 34.8 miles between Orsted and Big Hill) with two (2) Alumoweld shield wires, dead-end assembly, and attachment hardware connecting to ETT's north steel "A" frame dead-end structure on the west side of the Station

ii. the 345 kV Big Hill/Orsted to Station transmission line T559 (approximately 52.7 miles between Station and Orsted and another 34.8 miles between Orsted and Big Hill) with one (1) optical ground wire ("OPGW") shield wire, dead-end assembly, and attachment hardware connecting to ETT's south steel "A" frame dead-end structure on the west side of the Station

iii. the approximately 51.4 mile long 345 kV Kendall to Station transmission line T558 with two (2) Alumoweld shield wires, dead-end assembly, and attachment hardware connecting to ETT's north steel "A" frame dead-end structure on the east side of the Station

iv. the approximately 51.4 mile long 345 kV Kendall to Station transmission line T559 with one (1) OPGW shield wire, dead-end assembly, and attachment hardware connecting to ETT's south steel "A" frame dead-end structure on the east side of the Station

8. Facility Operation and Maintenance Responsibilities of the Parties:

i. Each Party is responsible for the operation and control of the facilities it owns.

ii. Each Party shall maintain the facilities it owns that are provided for in this Facility Schedule. Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

9. Cost Responsibilities of the Parties:

i. Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

ii. Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Points of Interconnection in accordance with this Facility Schedule.

10. Other Terms and Conditions:

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

i. LCRA TSC shall have certain telecommunication facilities on the Station site. In addition thereto, LCRA TSC is providing two (2) DS-1 Circuits, or equivalent, on LCRA TSC's communications system from the Station to the San Angelo Power Station for ETT's use. Each Party's rights and responsibilities related to such matters shall be governed by the terms and conditions of that one certain Telecommunication Assets Sharing Agreement, to be entered into by and between the Parties, reference to which is hereby made for all purposes.

ii. ETT has granted to LCRA TSC an easement for LCRA TSC's transmission line to be interconnected into the Station, reference to which is hereby made for all purposes.

iii. Each Party shall provide an access plan to the other for review and joint acceptance. Such access plan is to document access privileges to interconnection facilities including, but not necessarily limited to, fiber optic systems and associated equipment.

iv. Each Party shall provide station operational and metering data for facilities it owns or controls to ERCOT via Inter-control Center Communications Protocol (ICCP), or other methods acceptable to ERCOT.

v. Grounding of all Station and telecommunications facilities shall meet the Station-owner's specifications.

vi. The Station contains series capacitor and shunt reactive devices that are necessary to maintain the voltage and power factor profile on the interconnecting transmission lines. The Parties agree to coordinate their efforts to operate such devices in conformity with the applicable ERCOT Requirements.

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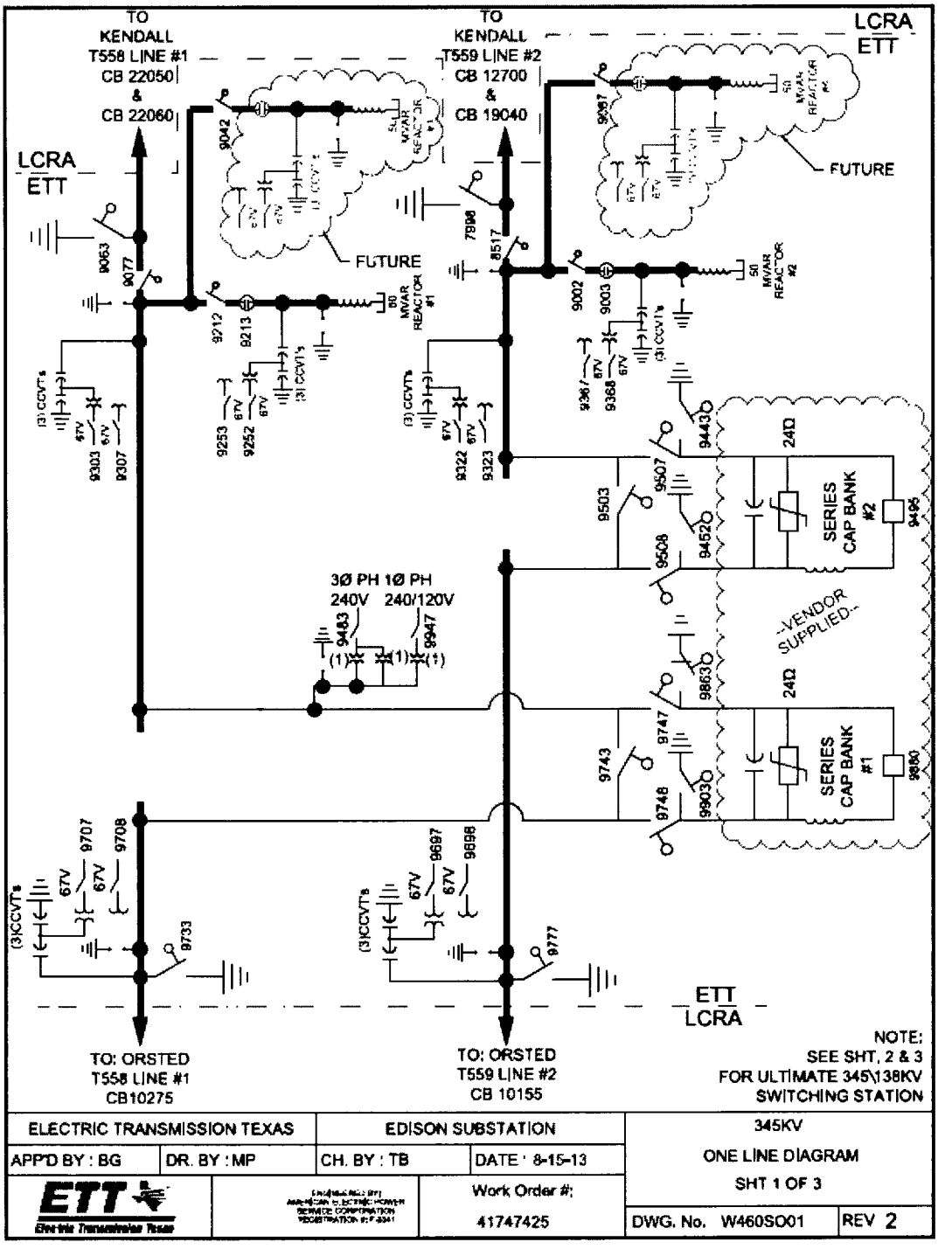

TO KENDALL T558 LINE #1 CB 22050 & CB 22060
TO KENDALL T559 LINE #2 CB 12700 & CB 19040
LCRA ETT
LCRA ETT
FUTURE
FUTURE
50 MVAR REACTOR #1
50 MVAR REACTOR #2
3Ø PH 1Ø PH 240V 240/120V
-VENDOR SUPPLIED-
SERIES CAP BANK #2
SERIES CAP BANK #1
24Ω
24Ω
ETT LCRA
TO: ORSTED T558 LINE #1 CB10275
TO: ORSTED T559 LINE #2 CB 10155
NOTE: SEE SHT. 2 & 3 FOR ULTIMATE 345\138KV SWITCHING STATION
ELECTRIC TRANSMISSION TEXAS
EDISON SUBSTATION
345KV
ONE LINE DIAGRAM
SHT 1 OF 3
APP'D BY : BG
DR. BY : MP
CH. BY : TB
DATE : 8-15-13
Work Order #:
41747425
DWG. No. W460S001
REV 2

FACILITY SCHEDULE NO. 9

1. **Name:** **Bakersfield Switchyard**

2. **Location:** LCRA TSC's Bakersfield Switchyard ("Switchyard") is located at 1025 FM 1901, Iraan, Pecos County, Texas 79744. There are four (4) Points of Interconnection ("POI's") at the Switchyard located 1) where the ETT 345 kV switch 7914 positioned adjacent to the Switchyard 345 kV Bus #1 (West Bus) connects to the Switchyard 345 kV Bus #1, 2) where the ETT 345 kV switch 9894 positioned adjacent to the Switchyard 345 kV Bus #2 (East Bus) connects to the Switchyard 345 kV Bus #2, 3) where the ETT 345 kV switch 11304 positioned adjacent to the Switchyard 345 kV Bus #1 (West Bus) connects to the Switchyard 345 kV Bus #1, and 4) where the ETT 345 kV switch 12179 positioned adjacent to the Switchyard 345 kV Bus #2 (East Bus) connects to the Switchyard 345 kV Bus #2. More specifically, the POI's are where the ETT jumper conductors from the ETT 345 kV switches physically connect to the Switchyard 345 kV bus equipment.

3. **Delivery Voltage:** 345 kV

4. **Metered Voltage:** NA

5. **Normal Operation of Interconnection:** Closed

6. **One-Line Diagram Attached:** Yes

7. **Facility Ownership Responsibilities of the Parties:**

ETT owns the following facilities:

i. five (5) 345 kV circuit breakers (7915, 1200, 9895, 11305 and 12180)
ii. ETT's drop-in control module with ETT's batteries and battery chargers
iii. three (3) 345 kV deadend line terminals within the Switchyard
iv. all interconnecting facilities including 345 kV switch 7914 (breaker 7915 bus disconnect switch) and 345 kV switch 9894 (breaker 9895 bus disconnect switch) on that certain ETT rung located in LCRA TSC 345 kV Bay #2 between the Switchyard's 345 kV Bus #1 and 345 kV Bus #2 ("ETT Rung #1")
v. all interconnecting facilities including 345 kV switch 11304 (breaker 11305 bus disconnect switch) and 345 kV switch 12179 (breaker 12180 bus disconnect switch) on that certain ETT rung located in LCRA TSC 345 kV Bay #1 between the Switchyard's 345 kV Bus #1 and 345 kV Bus #2 ("ETT Rung #2")
vi. jumper conductors from switches 7914, 9894, 11304, and 12179 to the Switchward 345 kV bus equipment
vii. two (2) station service sources (preferred on ETT Rung #1 and alternate on ETT Rung #2)

viii. two (2) 4-inch conduits containing singlemode and multi-mode fiber optic cables between ETT's drop-in control module and LCRA TSC's control house
ix. fiber distribution panels in ETT's drop-in control module for termination of the fiber optic cables described above

LCRA TSC owns the following facilities:

i. the Switchyard and all the facilities within it, except for those facilities identified as being owned by ETT above
ii. two (2) reactor banks with control breakers (27380 and 27390) and protective relaying
iii. three (3) 345 kV circuit breakers (24540, 24550 and 24560)
iv. primary and secondary 345 kV Bus #1 Bus Differential and Breaker Failure relaying scheme
v. primary and secondary 345 kV Bus #2 Bus Differential and Breaker Failure relaying scheme
vi. LCRA TSC's control house with LCRA TSC's batteries and battery charger
vii. Switchyard property, ground grid, fencing and other appurtenances
viii. fiber distribution panels in LCRA TSC's control house for termination of ETT's fiber optic cables described above

8. Facility Operation and Maintenance Responsibilities of the Parties:

i. Each Party is responsible for the operation and control of the facilities it owns.
ii. Each Party maintains the facilities it owns that are provided for in this Facility Schedule. Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.
iii. ETT will supply and provide primary and secondary 3000:5 MRCT relaying current transformers from ETT's 345 kV circuit breakers 11305 and 7915 for use by LCRA TSC in LCRA TSC's 345 kV Bus #1 Primary and Secondary Bus Differential relaying scheme. Cables will be run to the appropriate bus differential CT junction boxes owned by LCRA TSC.
iv. ETT will supply and provide primary and secondary 3000:5 MRCT relaying current transformers from ETT's 345 kV circuit breakers 12180 and 9895 for use by LCRA TSC in LCRA TSC's 345 kV Bus #2 Primary and Secondary Bus Differential relaying scheme. Cables will be run to the appropriate bus differential CT junction boxes owned by LCRA TSC.
v. LCRA TSC will provide tripping and close inhibit contacts from its 345 kV Bus #1 Differential and Breaker Failure relaying panel to ETT's relaying panels for its 345 kV circuit breakers 11305 and 7915.
vi. LCRA TSC will provide tripping and close inhibit contacts from its 345 kV Bus #2 Differential and Breaker Failure relaying panel to ETT's relaying panels for its 345 kV circuit breakers 12180 and 9895.
vii. ETT will provide breaker failure initiate relay output contacts from its relaying panels for 345 kV circuit breakers 11305 and 7915 to LCRA TSC's 345 kV Bus #1 Primary Bus Differential and Breaker Failure relaying panel.

viii. ETT will provide breaker failure initiate relay output contacts from its relaying panels for 345 kV circuit breakers 12180 and 9895 to LCRA TSC's 345 kV Bus #2 Primary Bus Differential and Breaker Failure relaying panel.

ix. LCRA TSC will provide single-phase Bus #1 potential (115V) for ETT circuit breakers 11305 and 7915 synchronism checking.

x. LCRA TSC will provide single-phase Bus #2 potential (115V) for ETT circuit breakers 12180 and 9895 synchronism checking.

xi. The Parties shall design, provide and coordinate their respective protection system equipment so that adjacent zones of protection overlap in accordance with ERCOT Nodal Operating Guides.

9. Cost Responsibilities of the Parties:

i. Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

ii. Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the POI's in accordance with this Facility Schedule.

10. Other Terms and Conditions:

i. LCRA TSC will share access to the Switchyard by allowing ETT to place a hardened lock in series with LCRA TSC's lock in the chain securing the gate.

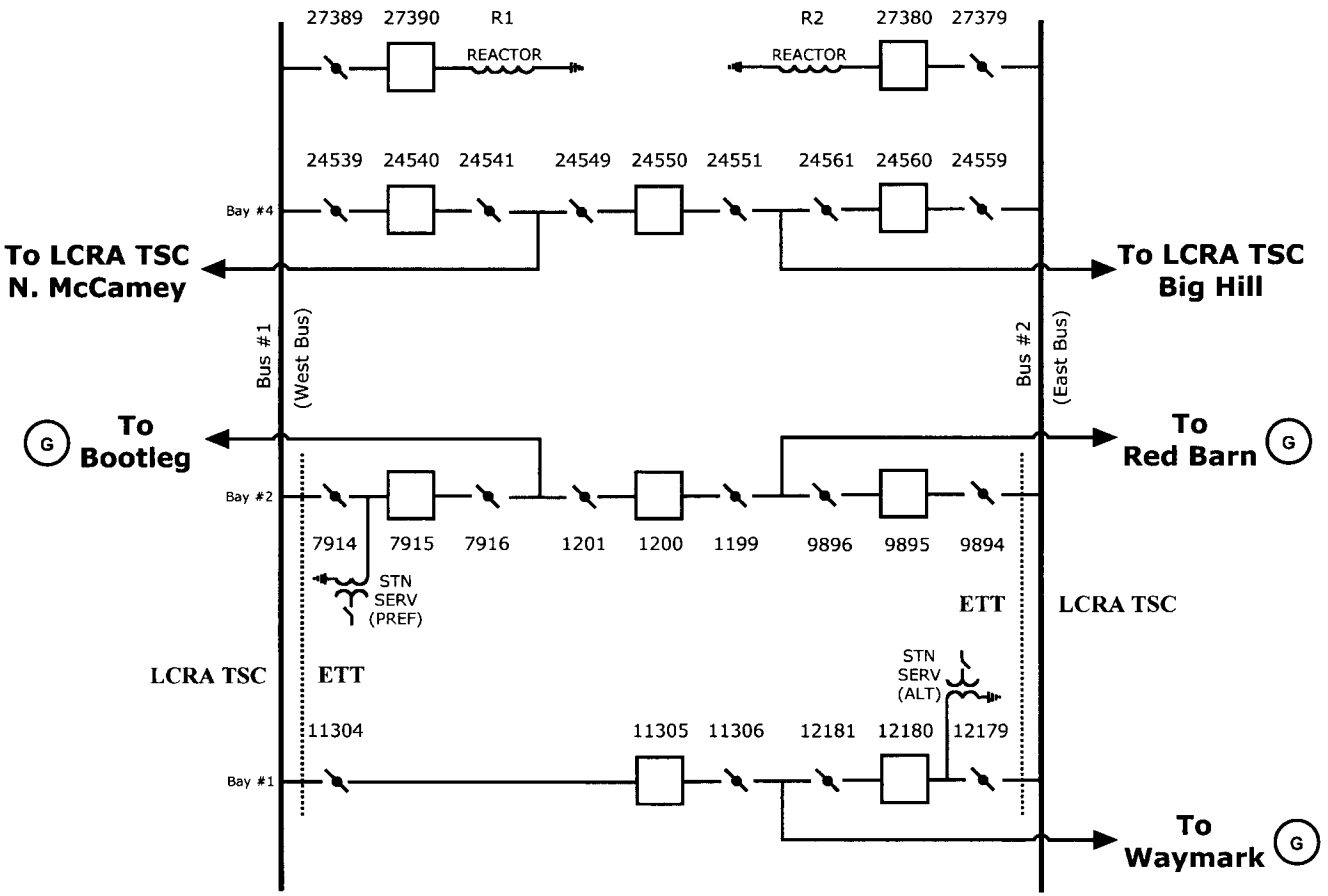
ii. LCRA TSC will share access to the Switchyard control house. Access is obtained by calling LCRA TSC's System Operations Control Center ("SOCC") using the intercom at the door of the control house.

iii. Generation interconnection rights shall, in accordance the Memorandum of Understanding Between LCRA TSC and ETT on CREZ Facility Responsibilities, dated July 27, 2009 (the "MOU"), be granted to ETT for generation interconnection facilities at the Switchyard. Such MOU provides for certain ownership, construction, installation, operation and maintenance roles, among others, with respect to the Parties' transmission assets as identified in the MOU.

iv. LCRA TSC will extend the Switchyard's 345 kV Bus #1 and 345 kV Bus #2 to accommodate LCRA TSC Bay #1 and the two POI's on ETT Rung #2.

v. LCRA TSC's substation access and physical security will be in accordance with LCRA TSC standards which include:
   a. An 8' tall ½" mesh security fence topped with 1'6" concertina wire
   b. Intrusion detection
   c. Perimeter lighting
   d. Hardened chains and locks at access points
   e. Yard and control house surveillance (cameras)
   f. Card reader control house access with intercom to LCRA TSC's SOCC
   g. RTU/security cabinet card access only
   h. No control house windows (houses with existing windows will have them blocked)
   i. 120 db sirens and flashing lights inside and outside of control house.

FACILITY SCHEDULE NO. 9 (continued)
One-Line Diagram



Bakersfield Switchyard
345 kV

FACILITY SCHEDULE NO. 10

1. **Name:** **Big Hill Switchyard**

2. **Location:** LCRA TSC's Big Hill Switchyard ("Switchyard") is located at 633 County Road 431, El Dorado, Schleicher County, Texas 76936. There are two (2) Points of Interconnection ("POI's") at the Switchyard located 1) where the ETT 345 kV switch XXXX positioned adjacent to the Switchyard 345 kV Bus #1 (West Bus) connects to the Switchyard 345 kV Bus #1, and 2) where the ETT 345 kV switch YYYY positioned adjacent to the Switchyard 345 kV Bus #2 (East Bus) connects to the Switchyard 345 kV Bus #2. More specifically, the POI's are where the ETT jumper conductors from the ETT 345 kV switches physically connect to the Switchyard 345 kV bus equipment.

3. **Delivery Voltage:** 345 kV

4. **Metered Voltage:** NA

5. **Normal Operation of Interconnection:** Closed

6. **One-Line Diagram Attached:** Yes

7. **Facility Ownership Responsibilities of the Parties:**

ETT owns the following facilities:

i. two (2) 345 kV circuit breakers ("A" and "B")
ii. ETT's drop-in control module with ETT's batteries and battery chargers with location to be coordinated with and approved by LCRA TSC
iii. one (1) 345 kV deadend line terminal within the Switchyard
iv. all interconnecting facilities including 345 kV switch XXXX (breaker "A" bus disconnect switch) and 345 kV switch YYYY (breaker "B" bus disconnect switch) on that certain ETT rung located in LCRA TSC 345 kV Bay #3 between the Switchyard's 345 kV Bus #1 and 345 kV Bus #2 ("ETT Rung #1")
v. jumper conductors from switches XXXX and YYYY to the Switchward 345 kV bus equipment
vi. two (2) station service sources (preferred and alternate on ETT Rung #1)
vii. two (2) 4-inch conduits containing singlemode and multi-mode fiber optic cables between ETT's drop-in control module and LCRA TSC's control house
viii. fiber distribution panels in ETT's drop-in control module for termination of the fiber optic cables described above

LCRA TSC owns the following facilities:

i. the Switchyard and all the facilities within it, except for those facilities identified as being owned by ETT above

ii. two (2) reactor banks with control breakers (24000 and 24010) and protective relaying
iii. two (2) capacitor banks with control breakers (23980 and 23990) and protective relaying
iv. primary and secondary 345 kV Bus #3 Bus Differential and Breaker Failure relaying scheme
v. eight (8) 345 kV circuit breakers 23180, 23190, 23120, 23130, 23140, 23090, 23100 and 23110
vi. primary and secondary 345 kV Bus #1 Bus Differential and Breaker Failure relaying scheme
vii. primary and secondary 345 kV Bus #2 Bus Differential and Breaker Failure relaying scheme
viii. LCRA TSC's control house with LCRA TSC's batteries and battery charger
ix. Switchyard property, ground grid, fencing and other appurtenances
x. fiber distribution panels in LCRA TSC's control house for termination of ETT's fiber optic cables described above

8. Facility Operation and Maintenance Responsibilities of the Parties:

i. Each Party is responsible for the operation and control of the facilities it owns.
ii. Each Party maintains the facilities it owns that are provided for in this Facility Schedule. Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.
iii. ETT will supply and provide primary and secondary 3000:5 MRCT relaying current transformers from ETT's 345 kV circuit breaker "A" for use by LCRA TSC in LCRA TSC's 345 kV Bus #1 Primary and Secondary Bus Differential relaying scheme.
iv. ETT will supply and provide primary and secondary 3000:5 MRCT relaying current transformers from ETT's 345 kV circuit breaker "B" for use by LCRA TSC in LCRA TSC's 345 kV Bus #2 Primary and Secondary Bus Differential relaying scheme.
v. LCRA TSC will provide tripping and close inhibit contacts from its 345 kV Bus #1 Differential and Breaker Failure relaying panel to ETT's 345 kV circuit breaker "A" relaying panel.
vi. LCRA TSC will provide tripping and close inhibit contacts from its 345 kV Bus #2 Differential and Breaker Failure relaying panel to ETT's 345 kV circuit breaker "B" relaying panel.
vii. ETT will provide breaker failure initiate contacts from its 345 kV circuit breaker "A" relaying panel to LCRA TSC's 345 kV Bus #1 Primary Bus Differential and Breaker Failure relaying panel.
viii. ETT will provide breaker failure initiate contacts from its 345 kV circuit breaker "B" relaying panel to LCRA TSC's 345 kV Bus #2 Primary Bus Differential and Breaker Failure relaying panel.
ix. LCRA TSC will provide single-phase Bus #1 potential (115V) for ETT circuit breaker "A" synchronism checking.

x. LCRA TSC will provide single-phase Bus #2 potential (115V) for ETT circuit breaker "B" synchronism checking.

xi. The Parties shall design, provide and coordinate their respective protection system equipment so that adjacent zones of protection overlap in accordance with ERCOT Nodal Operating Guides.

9. Cost Responsibilities of the Parties:

i. Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

ii. Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the POI's in accordance with this Facility Schedule.

10. Other Terms and Conditions:

i. LCRA TSC will share access to the Switchyard by allowing ETT to place a hardened lock in series with LCRA TSC's lock in the chain securing the gate.

ii. LCRA TSC will share access to the Switchyard control house. Access is obtained by calling LCRA TSC's System Operations Control Center ("SOCC") using the intercom at the door of the control house.

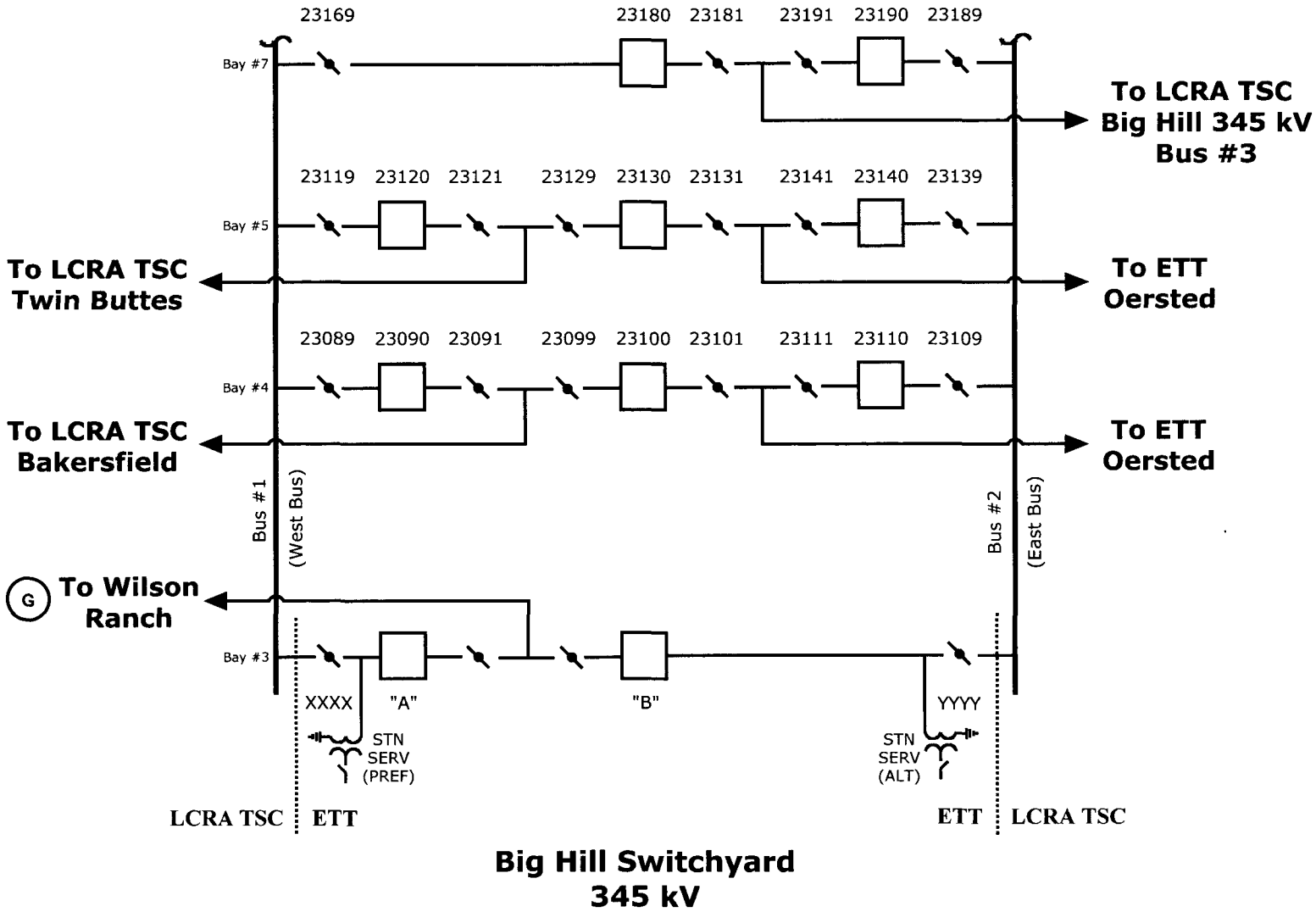
iii. Generation interconnection rights shall, in accordance the Memorandum of Understanding Between LCRA TSC and ETT on CREZ Facility Responsibilities, dated July 27, 2009 (the "MOU"), be granted to ETT for generation interconnection facilities at the Switchyard. Such MOU provides for certain ownership, construction, installation, operation and maintenance roles, among others, with respect to the Parties' transmission assets as identified in the MOU.

iv. As of the execution date of Amendment No. 4 to the Interconnection Agreement, ETT anticipates purchasing LCRA TSC switch 23059 (to be renumbered as ETT switch XXXX), LCRA TSC switch 23079 (to be renumbered as ETT switch YYYY), and associated LCRA TSC foundations and switch stands.

v. LCRA TSC's substation access and physical security will be in accordance with LCRA TSC standards which include:
   a. An 8' tall ½" mesh security fence topped with 1'6" concertina wire
   b. Intrusion detection
   c. Perimeter lighting
   d. Hardened chains and locks at access points
   e. Yard and control house surveillance (cameras)
   f. Card reader control house access with intercom to LCRA TSC's SOCC
   g. RTU/security cabinet card access only
   h. No control house windows (houses with existing windows will have them blocked)
   i. 120 db sirens and flashing lights inside and outside of control house.

FACILITY SCHEDULE NO. 10 (continued)

One-Line Diagram



AMENDMENT NO. 4 TO THE INTERCONNECTION AGREEMENT BETWEEN ELECTRIC TRANSMISSION TEXAS, LLC AND LCRA TRANSMISSION SERVICES CORPORATION

This Amendment No. 4 (this "Amendment") to the Interconnection Agreement between **Electric Transmission Texas, LLC** ("ETT"), a Delaware limited liability company, and **LCRA Transmission Services Corporation** ("LCRA TSC"), a nonprofit affiliated company of the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, executed April 12, 2010 (as amended, the "Interconnection Agreement"), is made and entered into as of 9/22/2017 | 10:16 AM EDT, by and between ETT and LCRA TSC each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties."

WITNESSETH

WHEREAS, the Parties entered into the original Interconnection Agreement on April 12, 2010, including all Exhibits and Facility Schedules attached thereto;

WHEREAS, the Parties entered into Amendment No. 1 to the Interconnection Agreement on September 16, 2011, Amendment No. 2 to the Interconnection Agreement on April 10, 2014, and Amendment No. 3 to the Interconnection Agreement on October 12, 2016;

WHEREAS, the Interconnection Agreement provides terms and conditions that allow a Point of Interconnection to be added to or deleted from the Interconnection Agreement as mutually agreed by the Parties;

WHEREAS, the Parties have agreed to amend Facility Schedule No. 9 that provides for the Bakersfield Switchyard Points of Interconnection, such that LCRA TSC will extend 345 kV operating buses #1 and #2 to provide ETT with additional space for generation interconnection facilities;

WHEREAS, LCRA TSC has implemented physical security upgrades at Bakersfield Switchyard;

WHEREAS, the Parties have agreed to add Facility Schedule No. 10 that provides for the Big Hill Switchyard Points of Interconnection, such that ETT anticiptes purchasing two existing LCRA TSC disconnect switches, and will add 345 kV circuit breakers and associated equipment in LCRA TSC 345 kV bay #3 (ETT Rung #1) to provide ETT with space for generation interconnection facilities;

WHEREAS, LCRA TSC has implemented physical security upgrades at Big Hill Switchyard; and

WHEREAS, the Parties have agreed to amend the Interconnection Agreement in accordance with its terms and conditions.

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

I. CAPITALIZED TERMS

Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Interconnection Agreement, as amended and supplemented by this Amendment.

II. ADDITIONS AND AMENDMENTS

Effective as of the date first written above, a) Facility Schedule No. 9 of the Interconnection Agreement is hereby amended in its entirety by the attached Facility Schedule No. 9, b) Facility Schedule No. 10, attached hereto, is hereby added to the Interconnection Agreement, and c) Exhibit A of the Interconnection Agreement is hereby amended in its entirety by the attached Exhibit "A" to record this amendment and addition. Such amended Facility Schedule, added Facility Schedule, and amended Exhibit A will be incorporated into the Interconnection Agreement to form one consolidated and amended agreement.

III. RATIFICATION OF OTHER TERMS

All terms and conditions of the Interconnection Agreement which are not specifically amended by this Amendment shall remain unchanged and are hereby ratified by the Parties and shall continue to be in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in two (2) counterparts, each of which shall be deemed an original but both shall constitute one and the same instrument.

ELECTRIC TRANSMISSION TEXAS, LLC

DS
ALH

By: FFDF1B6D40524A3
Kip M. Fox
DocuSigned By: Kip M. Fox

Kip M. Fox
President

Date: 9/22/2017 | 10:16 AM EDT

LCRA TRANSMISSION SERVICES CORPORATION

By: _____

Sergio Garza, P.E.
LCRA Vice President, Transmission Design and Protection

Date: 09/19/2017

EXHIBIT A

Facility Schedule No.	Name of Point of Interconnection (# of Points)	Delivery Voltage [kV]	Estimated Peak Load [kW]	Original Effective Date, Prior Amendment Dates or Termination Date
1	Firerock (2)	138	-	March 29, 2010
2	Port Aransas (1)	69	-	March 29, 2010
3	Laguna (2)	69	-	March 29, 2010
4	Nueces Bay (2)	138	-	March 29, 2010
5	Hamilton Road (1)	138	-	March 29, 2010
6	Ft. Lancaster (1)	138	-	September 16, 2011
7	Orsted (4)	345	-	April 10, 2014
8	Edison (4)	345	-	April 10, 2014
9	Bakersfield Switchyard (4)	345	-	October 12, 2016 9/22/2017 | 10:16 AM EDT
10	Big Hill Switchyard (2)	345	-	9/22/2017 | 10:16 AM EDT

FACILITY SCHEDULE NO. 9

1. **Name:** **Bakersfield Switchyard**

2. **Location:** LCRA TSC's Bakersfield Switchyard ("Switchyard") is located at 1025 FM 1901, Iraan, Pecos County, Texas 79744. There are four (4) Points of Interconnection ("POI's") at the Switchyard located 1) where the ETT 345 kV switch 7914 positioned adjacent to the Switchyard 345 kV Bus #1 (West Bus) connects to the Switchyard 345 kV Bus #1, 2) where the ETT 345 kV switch 9894 positioned adjacent to the Switchyard 345 kV Bus #2 (East Bus) connects to the Switchyard 345 kV Bus #2, 3) where the ETT 345 kV switch 11304 positioned adjacent to the Switchyard 345 kV Bus #1 (West Bus) connects to the Switchyard 345 kV Bus #1, and 4) where the ETT 345 kV switch 12179 positioned adjacent to the Switchyard 345 kV Bus #2 (East Bus) connects to the Switchyard 345 kV Bus #2. More specifically, the POI's are where the ETT jumper conductors from the ETT 345 kV switches physically connect to the Switchyard 345 kV bus equipment.

3. **Delivery Voltage:** 345 kV

4. **Metered Voltage:** NA

5. **Normal Operation of Interconnection:** Closed

6. **One-Line Diagram Attached:** Yes

7. **Facility Ownership Responsibilities of the Parties:**

ETT owns the following facilities:

i. five (5) 345 kV circuit breakers (7915, 1200, 9895, 11305 and 12180)
ii. ETT's drop-in control module with ETT's batteries and battery chargers
iii. three (3) 345 kV deadend line terminals within the Switchyard
iv. all interconnecting facilities including 345 kV switch 7914 (breaker 7915 bus disconnect switch) and 345 kV switch 9894 (breaker 9895 bus disconnect switch) on that certain ETT rung located in LCRA TSC 345 kV Bay #2 between the Switchyard's 345 kV Bus #1 and 345 kV Bus #2 ("ETT Rung #1")
v. all interconnecting facilities including 345 kV switch 11304 (breaker 11305 bus disconnect switch) and 345 kV switch 12179 (breaker 12180 bus disconnect switch) on that certain ETT rung located in LCRA TSC 345 kV Bay #1 between the Switchyard's 345 kV Bus #1 and 345 kV Bus #2 ("ETT Rung #2")
vi. jumper conductors from switches 7914, 9894, 11304, and 12179 to the Switchward 345 kV bus equipment
vii. two (2) station service sources (preferred on ETT Rung #1 and alternate on ETT Rung #2)

viii. two (2) 4-inch conduits containing singlemode and multi-mode fiber optic cables between ETT's drop-in control module and LCRA TSC's control house
ix. fiber distribution panels in ETT's drop-in control module for termination of the fiber optic cables described above

LCRA TSC owns the following facilities:

i. the Switchyard and all the facilities within it, except for those facilities identified as being owned by ETT above
ii. two (2) reactor banks with control breakers (27380 and 27390) and protective relaying
iii. three (3) 345 kV circuit breakers (24540, 24550 and 24560)
iv. primary and secondary 345 kV Bus #1 Bus Differential and Breaker Failure relaying scheme
v. primary and secondary 345 kV Bus #2 Bus Differential and Breaker Failure relaying scheme
vi. LCRA TSC's control house with LCRA TSC's batteries and battery charger
vii. Switchyard property, ground grid, fencing and other appurtenances
viii. fiber distribution panels in LCRA TSC's control house for termination of ETT's fiber optic cables described above

8. Facility Operation and Maintenance Responsibilities of the Parties:

i. Each Party is responsible for the operation and control of the facilities it owns.
ii. Each Party maintains the facilities it owns that are provided for in this Facility Schedule. Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.
iii. ETT will supply and provide primary and secondary 3000:5 MRCT relaying current transformers from ETT's 345 kV circuit breakers 11305 and 7915 for use by LCRA TSC in LCRA TSC's 345 kV Bus #1 Primary and Secondary Bus Differential relaying scheme. Cables will be run to the appropriate bus differential CT junction boxes owned by LCRA TSC.
iv. ETT will supply and provide primary and secondary 3000:5 MRCT relaying current transformers from ETT's 345 kV circuit breakers 12180 and 9895 for use by LCRA TSC in LCRA TSC's 345 kV Bus #2 Primary and Secondary Bus Differential relaying scheme. Cables will be run to the appropriate bus differential CT junction boxes owned by LCRA TSC.
v. LCRA TSC will provide tripping and close inhibit contacts from its 345 kV Bus #1 Differential and Breaker Failure relaying panel to ETT's relaying panels for its 345 kV circuit breakers 11305 and 7915.
vi. LCRA TSC will provide tripping and close inhibit contacts from its 345 kV Bus #2 Differential and Breaker Failure relaying panel to ETT's relaying panels for its 345 kV circuit breakers 12180 and 9895.
vii. ETT will provide breaker failure initiate relay output contacts from its relaying panels for 345 kV circuit breakers 11305 and 7915 to LCRA TSC's 345 kV Bus #1 Primary Bus Differential and Breaker Failure relaying panel.

viii. ETT will provide breaker failure initiate relay output contacts from its relaying panels for 345 kV circuit breakers 12180 and 9895 to LCRA TSC's 345 kV Bus #2 Primary Bus Differential and Breaker Failure relaying panel.

ix. LCRA TSC will provide single-phase Bus #1 potential (115V) for ETT circuit breakers 11305 and 7915 synchronism checking.

x. LCRA TSC will provide single-phase Bus #2 potential (115V) for ETT circuit breakers 12180 and 9895 synchronism checking.

xi. The Parties shall design, provide and coordinate their respective protection system equipment so that adjacent zones of protection overlap in accordance with ERCOT Nodal Operating Guides.

9. Cost Responsibilities of the Parties:

i. Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

ii. Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the POI's in accordance with this Facility Schedule.

10. Other Terms and Conditions:

i. LCRA TSC will share access to the Switchyard by allowing ETT to place a hardened lock in series with LCRA TSC's lock in the chain securing the gate.

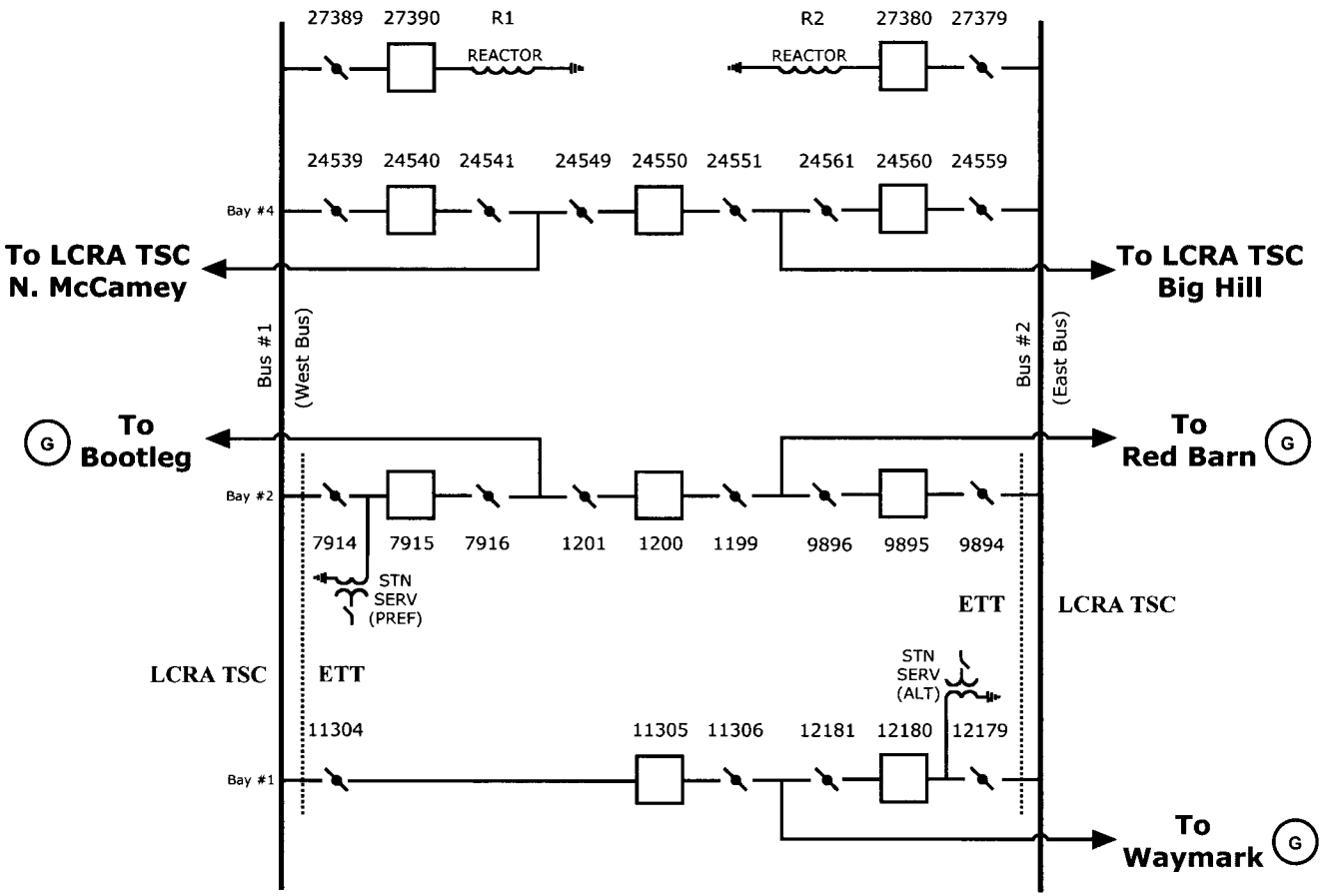
ii. LCRA TSC will share access to the Switchyard control house. Access is obtained by calling LCRA TSC's System Operations Control Center ("SOCC") using the intercom at the door of the control house.

iii. Generation interconnection rights shall, in accordance the Memorandum of Understanding Between LCRA TSC and ETT on CREZ Facility Responsibilities, dated July 27, 2009 (the "MOU"), be granted to ETT for generation interconnection facilities at the Switchyard. Such MOU provides for certain ownership, construction, installation, operation and maintenance roles, among others, with respect to the Parties' transmission assets as identified in the MOU.

iv. LCRA TSC will extend the Switchyard's 345 kV Bus #1 and 345 kV Bus #2 to accommodate LCRA TSC Bay #1 and the two POI's on ETT Rung #2.

v. LCRA TSC's substation access and physical security will be in accordance with LCRA TSC standards which include:
   a. An 8' tall ½" mesh security fence topped with 1'6" concertina wire
   b. Intrusion detection
   c. Perimeter lighting
   d. Hardened chains and locks at access points
   e. Yard and control house surveillance (cameras)
   f. Card reader control house access with intercom to LCRA TSC's SOCC
   g. RTU/security cabinet card access only
   h. No control house windows (houses with existing windows will have them blocked)
   i. 120 db sirens and flashing lights inside and outside of control house.

FACILITY SCHEDULE NO. 9 (continued)
One-Line Diagram



Bakersfield Switchyard
345 kV

FACILITY SCHEDULE NO. 10

1. **Name:** **Big Hill Switchyard**

2. **Location:** LCRA TSC's Big Hill Switchyard ("Switchyard") is located at 633 County Road 431, El Dorado, Schleicher County, Texas 76936. There are two (2) Points of Interconnection ("POI's") at the Switchyard located 1) where the ETT 345 kV switch XXXX positioned adjacent to the Switchyard 345 kV Bus #1 (West Bus) connects to the Switchyard 345 kV Bus #1, and 2) where the ETT 345 kV switch YYYY positioned adjacent to the Switchyard 345 kV Bus #2 (East Bus) connects to the Switchyard 345 kV Bus #2. More specifically, the POI's are where the ETT jumper conductors from the ETT 345 kV switches physically connect to the Switchyard 345 kV bus equipment.

3. **Delivery Voltage:** 345 kV

4. **Metered Voltage:** NA

5. **Normal Operation of Interconnection:** Closed

6. **One-Line Diagram Attached:** Yes

7. **Facility Ownership Responsibilities of the Parties:**

ETT owns the following facilities:

i. two (2) 345 kV circuit breakers ("A" and "B")
ii. ETT's drop-in control module with ETT's batteries and battery chargers with location to be coordinated with and approved by LCRA TSC
iii. one (1) 345 kV deadend line terminal within the Switchyard
iv. all interconnecting facilities including 345 kV switch XXXX (breaker "A" bus disconnect switch) and 345 kV switch YYYY (breaker "B" bus disconnect switch) on that certain ETT rung located in LCRA TSC 345 kV Bay #3 between the Switchyard's 345 kV Bus #1 and 345 kV Bus #2 ("ETT Rung #1")
v. jumper conductors from switches XXXX and YYYY to the Switchward 345 kV bus equipment
vi. two (2) station service sources (preferred and alternate on ETT Rung #1)
vii. two (2) 4-inch conduits containing singlemode and multi-mode fiber optic cables between ETT's drop-in control module and LCRA TSC's control house
viii. fiber distribution panels in ETT's drop-in control module for termination of the fiber optic cables described above

LCRA TSC owns the following facilities:

i. the Switchyard and all the facilities within it, except for those facilities identified as being owned by ETT above

ii. two (2) reactor banks with control breakers (24000 and 24010) and protective relaying
iii. two (2) capacitor banks with control breakers (23980 and 23990) and protective relaying
iv. primary and secondary 345 kV Bus #3 Bus Differential and Breaker Failure relaying scheme
v. eight (8) 345 kV circuit breakers 23180, 23190, 23120, 23130, 23140, 23090, 23100 and 23110
vi. primary and secondary 345 kV Bus #1 Bus Differential and Breaker Failure relaying scheme
vii. primary and secondary 345 kV Bus #2 Bus Differential and Breaker Failure relaying scheme
viii. LCRA TSC's control house with LCRA TSC's batteries and battery charger
ix. Switchyard property, ground grid, fencing and other appurtenances
x. fiber distribution panels in LCRA TSC's control house for termination of ETT's fiber optic cables described above

8. Facility Operation and Maintenance Responsibilities of the Parties:

i. Each Party is responsible for the operation and control of the facilities it owns.
ii. Each Party maintains the facilities it owns that are provided for in this Facility Schedule. Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.
iii. ETT will supply and provide primary and secondary 3000:5 MRCT relaying current transformers from ETT's 345 kV circuit breaker "A" for use by LCRA TSC in LCRA TSC's 345 kV Bus #1 Primary and Secondary Bus Differential relaying scheme.
iv. ETT will supply and provide primary and secondary 3000:5 MRCT relaying current transformers from ETT's 345 kV circuit breaker "B" for use by LCRA TSC in LCRA TSC's 345 kV Bus #2 Primary and Secondary Bus Differential relaying scheme.
v. LCRA TSC will provide tripping and close inhibit contacts from its 345 kV Bus #1 Differential and Breaker Failure relaying panel to ETT's 345 kV circuit breaker "A" relaying panel.
vi. LCRA TSC will provide tripping and close inhibit contacts from its 345 kV Bus #2 Differential and Breaker Failure relaying panel to ETT's 345 kV circuit breaker "B" relaying panel.
vii. ETT will provide breaker failure initiate contacts from its 345 kV circuit breaker "A" relaying panel to LCRA TSC's 345 kV Bus #1 Primary Bus Differential and Breaker Failure relaying panel.
viii. ETT will provide breaker failure initiate contacts from its 345 kV circuit breaker "B" relaying panel to LCRA TSC's 345 kV Bus #2 Primary Bus Differential and Breaker Failure relaying panel.
ix. LCRA TSC will provide single-phase Bus #1 potential (115V) for ETT circuit breaker "A" synchronism checking.

x. LCRA TSC will provide single-phase Bus #2 potential (115V) for ETT circuit breaker "B" synchronism checking.
xi. The Parties shall design, provide and coordinate their respective protection system equipment so that adjacent zones of protection overlap in accordance with ERCOT Nodal Operating Guides.

9. Cost Responsibilities of the Parties:

i. Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.
ii. Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the POI's in accordance with this Facility Schedule.

10. Other Terms and Conditions:

i. LCRA TSC will share access to the Switchyard by allowing ETT to place a hardened lock in series with LCRA TSC's lock in the chain securing the gate.
ii. LCRA TSC will share access to the Switchyard control house. Access is obtained by calling LCRA TSC's System Operations Control Center ("SOCC") using the intercom at the door of the control house.
iii. Generation interconnection rights shall, in accordance the Memorandum of Understanding Between LCRA TSC and ETT on CREZ Facility Responsibilities, dated July 27, 2009 (the "MOU"), be granted to ETT for generation interconnection facilities at the Switchyard. Such MOU provides for certain ownership, construction, installation, operation and maintenance roles, among others, with respect to the Parties' transmission assets as identified in the MOU.
iv. As of the execution date of Amendment No. 4 to the Interconnection Agreement, ETT anticipates purchasing LCRA TSC switch 23059 (to be renumbered as ETT switch XXXX), LCRA TSC switch 23079 (to be renumbered as ETT switch YYYY), and associated LCRA TSC foundations and switch stands.
v. LCRA TSC's substation access and physical security will be in accordance with LCRA TSC standards which include:
    a. An 8' tall ½" mesh security fence topped with 1'6" concertina wire
    b. Intrusion detection
    c. Perimeter lighting
    d. Hardened chains and locks at access points
    e. Yard and control house surveillance (cameras)
    f. Card reader control house access with intercom to LCRA TSC's SOCC
    g. RTU/security cabinet card access only
    h. No control house windows (houses with existing windows will have them blocked)
    i. 120 db sirens and flashing lights inside and outside of control house.

FACILITY SCHEDULE NO. 10 (continued)
One-Line Diagram