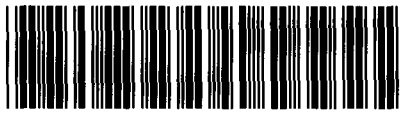

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Item Number: 875

Addendum StartPage: 0

FIRST AMENDED AND RESTATED

INTERCONNECTION AGREEMENT

BETWEEN

ELECTRIC TRANSMISSION TEXAS, LLC

AND

LCRA TRANSMISSION SERVICES CORPORATION

DATED: 10/9/2018 | 9:02 AM EDT

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

This **First Amended and Restated Interconnection Agreement** is made and entered into as of 10/9/2018 | 9:02 AM EDT (the "Execution Date"), by and 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 each sometimes hereinafter referred to individually as a "Party" or both referred to collectively as the "Parties."

WITNESSETH

WHEREAS, each Party is the owner and operator of transmission facilities within the ERCOT region;

WHEREAS, the Parties entered into an Interconnection Agreement effective April 12, 2010 and amended the Interconnection Agreement on September 16, 2011, April 10, 2014, October 12, 2016 and September 22, 2017 (the "Original Agreement");

WHEREAS, the Parties desire to amend and restate the Original Agreement to make certain changes and updates within the substantive body of this Agreement to reflect the changes in the terms and conditions they now desire;

WHEREAS, the Parties desire to amend the Original Agreement to update and provide clarity to Facility Schedule No's. 1, 2, and 4 through 6;

WHEREAS, the Parties desire to amend the Original Agreement to amend Facility Schedule No. 3 Laguna which provides for LCRA TSC's 69 kV to 138 kV conversion on LCRA TSC's Airline to Naval Base transmission line;

WHEREAS, the Parties desire to amend the Original Agreement to update Facility Schedule No.'s 7 through 10;

WHEREAS, the Parties desire to amend the Original Agreement to add Facility Schedule No. 11 Gustav which provides a new station on LCRA TSC's Orsted to Big Hill 345 kV transmission line;

WHEREAS, the Parties desire to amend and restate the Original Agreement to reflect the changes described in the previous paragraphs and to make certain other changes and updates within all Facility Schedules; and

WHEREAS, the Parties desire to interconnect their respective transmission 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

1.1 This Agreement and all obligations hereunder, are expressly conditioned upon obtaining (without conditions, limitations or qualifications that are unacceptable to either Party) approval or authorization or acceptance for filing by any regulatory authority whose approval, authorization or acceptance for filing is required by law. After execution by both Parties, ETT will file this Agreement with the PUCT. Both Parties hereby agree to support the approval of this Agreement before such regulatory authorities and to provide such documents, information, and opinions as may be reasonably required or requested by either Party in the course of approval proceedings.

1.2 Subject to Section 1.1, this Agreement shall become effective on the Execution Date, (the "Effective Date").

1.3 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 provided by each Party at the Points of Interconnection.

2.2 This Agreement shall apply to the ownership, construction, operation, and maintenance of those facilities that are specifically identified and described in the Facility Schedules that are attached hereto and incorporated herein. This Agreement does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary to receive any delivery service, ancillary service or other miscellaneous service that either Party may desire from the other Party or any third party.

2.3 This Agreement, including all attached 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; provided, however, the Parties acknowledge that in some cases they may enter into separate agreements regarding the construction, repair, upgrade, or demolition of certain facilities as

contemplated by Section 4.4. 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 and supersedes 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 means this First Amended and Restated Interconnection Agreement with all exhibits, schedules and attachments applying hereto, including any schedules and attachments hereafter made and any amendments hereafter made.

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

3.3 ERCOT Requirements means the ERCOT Nodal Operating Guides and ERCOT Nodal Protocols adopted by ERCOT and approved by the PUCT, including any attachments or exhibits referenced in the ERCOT Nodal 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) means the schedule(s) to this Agreement that identify the Point(s) of Interconnection and describe the agreement on ownership, control, operation, and maintenance responsibilities of the Parties at the Point(s) of Interconnection.

3.5 Good Utility Practice shall have the meaning described in the PUCT Rule 25.5 or its successor.

3.6 NERC means the North American Electric Reliability Corporation or its successor electric reliability organization.

3.7 NERC Reliability Standards means the mandatory electric reliability standards established and enforced by NERC.

3.8 Point(s) of Interconnection means the points where the Systems of the Parties are connected or may, by the closure of normally open switches, be connected.

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

3.10 System means the electrical transmission facilities and equipment of either Party.

ARTICLE IV – ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION

4.1 The Parties shall comply with any applicable NERC Reliability Standards that relate to the interconnection of their facilities at the locations identified and described in the Facility Schedules. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with NERC Reliability Standards, if any. Notwithstanding the foregoing, a Party shall not be required to disclose information which it deems confidential unless the Parties execute a confidentiality agreement to protect the confidential nature of such information.

4.2 The Parties agree to interconnect their facilities at the locations, and in accordance with the terms and conditions specified in Exhibit A hereto and as further described in the Facility Schedule(s). 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 the 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 electrical 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 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 and/or as ordered by a regulatory authority having jurisdiction thereof. The Parties shall enter into such agreements as the Parties mutually agree to address any related construction, repair, upgrade, or demolition activities. In addition, the Parties shall amend this Agreement to update Exhibit A and to update Facility Schedules or add new Facility Schedules, as applicable. Upon termination of a Point of Interconnection, each Party shall discontinue the use of the facilities of the other Party 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, and unless otherwise 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 upon failure to cure a Default pursuant to Article XIV of this Agreement.

4.6 For facilities not specified in the Facility Schedules, or if either Party makes changes or additions to the facilities 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 their interconnected Systems for new facilities requesting connection to their Systems, in accordance with any applicable NERC Reliability Standards.

ARTICLE V - SYSTEM OPERATION AND MAINTENANCE

5.1 Unless otherwise provided by the Facility Schedules, each Party shall, at each Point of Interconnection, at its own risk and expense, operate and maintain the facilities (including all apparatus and necessary protective devices) it owns or hereafter may own, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the System of one Party, from affecting or impairing the System of the other Party, or other electrical 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 and Good Utility Practice.

5.2 Unless otherwise provided by the Facility Schedules, each Party, at its sole cost and expense, will be responsible for the operation, maintenance and inspection of all facilities it owns now or hereafter may own associated with each Point of Interconnection.

5.3 Unless otherwise provided by the Facility Schedules, each Party shall operate the facilities within its System. The operation of the System shall be such that power flows that enter and exit one Party's System do not have undue impacts on the other Party's System. 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.

5.4 During the term of this Agreement, the Parties will, consistent with Good Utility Practice, coordinate their operations to maintain continuity of services to their respective customers to the extent practicable. Planned facility 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 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.

5.5 Each Party will provide the reactive requirements for its own System in accordance with the ERCOT Requirements. Each Party will provide the reactive requirements for its own System so as not to impose a burden on the other Party's System.

5.6 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.

5.7 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 Party operating those facilities will not exceed those limits without prior approval of the Party owning the facilities.

5.8 Unless otherwise provided in a Facility Schedule, for purposes of ERCOT under-frequency, under-voltage or emergency load shedding program requirements, the Parties agree that each Party will be obligated to communicate with ERCOT and account for the loads associated with the distribution breaker and feeder that it operates.

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

6.1 Each Party shall permit duly authorized representatives and employees of the other Party to enter upon its premises, subject to the Party's physical and cyber security access practices and procedures, 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.

6.2 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.

6.3 Unless otherwise agreed in writing, any and all facilities placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be owned by and remain the property of the Party installing such 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 such facilities placed or installed on the premises of the other Party, shall have the right to 1) sell such facilities to the other Party, if the other Party wishes to purchase such facilities, or 2) enter the premises of the other Party and, within a reasonable time, remove such facilities, at no cost to the owner of the premises. If, upon

the termination of any Point of Interconnection under this Agreement, facilities of a Party that are installed on the premises of the other Party are neither sold to the other Party nor removed by the owning Party within a reasonable time, such facilities 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.

6.4 Each Party shall clearly mark their respective facilities with appropriate ownership identification.

6.5 Either Party may request the other Party to upgrade or modify its terminal facilities at a Point of Interconnection in accordance with the other Party's standard design of equipment, provided that the upgrade or modification is consistent with Good Utility Practice and, if applicable, is approved by ERCOT. The requesting Party shall provide the other Party a minimum of twenty-four (24) months notice of the upgrade or modification of its terminal facilities at a Point of Interconnection, absent mutual acceptance of a shorter notice period. The Parties agree to use reasonable efforts to coordinate the upgrade or modification of terminal facilities at a Point of Interconnection to minimize any disruption in service by either Party.

ARTICLE VII – METERING AND RECORDS

7.1 Unless otherwise agreed in writing, 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.

7.2 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.

7.3 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.

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

ARTICLE VIII – COMMUNICATION AND TELEMETRY FACILITIES

8.1 Unless otherwise agreed in writing, each Party shall provide, at its own expense, the necessary communication and telemetry facilities needed for the control and operation of its System.

8.2 All communication and telemetry 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.

8.3 Unless otherwise provided in a Facility Schedule, Remote Terminal Unit ("RTU") equipment will be polled by its owner; the other Party will have access to the RTU data via its Inter-control Center Communications Protocol ("ICCP") communications circuit to the ERCOT control center in accordance with the ERCOT Requirements.

ARTICLE IX - INDEMNIFICATION

NOTWITHSTANDING THE PROVISIONS OF ARTICLE XIII, TO THE EXTENT PERMITTED BY LAW AND ONLY TO THE EXTENT RESULTING FROM A PARTY'S NEGLIGENCE OR OTHER FAULT IN THE DESIGN, CONSTRUCTION, OR OPERATION OF ITS FACILITIES DURING THE PERFORMANCE OF THIS AGREEMENT, SUCH PARTY SHALL (I) ASSUME ALL LIABILITY FOR, AND SHALL INDEMNIFY THE OTHER PARTY AGAINST, ANY AND ALL MONETARY LOSSES SUFFERED BY THE OTHER PARTY OR DAMAGE TO SUCH OTHER PARTY'S PROPERTY, AND (II) INDEMNIFY THE OTHER PARTY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AGAINST THIRD PERSONS' CLAIMS (AND SUCH INDEMNIFIED PERSON'S COSTS AND EXPENSES OF DEFENSE THEREOF) FOR INJURY TO OR DEATH OF ANY PERSON, DAMAGE TO PROPERTY OF ANY THIRD PERSON, OR DISRUPTION OF THE BUSINESS OF ANY THIRD PERSON. NOTHING IN THIS ARTICLE WILL CREATE AN OBLIGATION TO ASSUME, OR INDEMNIFY A PERSON FOR, (I) A PARTY'S COSTS AND EXPENSES, COURT COSTS, OR ATTORNEY FEES INCURRED IN PROSECUTING OR DEFENDING AN ACTION AGAINST THE OTHER PARTY, OR (II) DAMAGES FOR DISRUPTION OF THE OTHER PARTY'S BUSINESS, OR (III) AMOUNTS PAID BY THE OTHER PARTY IN SETTLEMENT OF CLAIMS; PROVIDED, HOWEVER, THAT THE LIMITATIONS OF LIABILITY SET FORTH IN (I) AND (II) SHALL NOT APPLY TO AN INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT AND THE LIMITATION OF LIABILITY SET FORTH IN (I) SHALL NOT NEGATE ANY OBLIGATION TO PAY FOR SUCH COSTS UNDER CHAPTER 38 OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE OR OTHER APPLICABLE STATUTES. THIS ARTICLE DOES NOT CREATE A LIABILITY ON THE PART OF EITHER PARTY TO A THIRD PERSON, BUT REQUIRES INDEMNIFICATION TO THE EXTENT SET FORTH HEREIN WHERE SUCH LIABILITY EXISTS. THIS ARTICLE WILL NOT BE APPLIED TO CREATE AN INDEMNIFICATION OBLIGATION THAT IS IN EXCESS OF ANY CONTRIBUTION OBLIGATION A PARTY HAS UNDER CHAPTER 33 OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE.

ARTICLE X – NOTICES

10.1 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 in the manner described herein. Any such notice may be given by personal delivery to the Party entitled thereto by e-mail (with confirmation of receipt), by any courier service which guarantees overnight, receipted delivery, or by U.S. Certified or Registered Mail, return receipt requested, addressed to the Party entitled thereto, at:

If to ETT:

Electric Transmission Texas, LLC
Leo L. York, Vice President
400 W. 15th Street, Suite 800
Austin, Texas 78701-1677
512-391-6310
llyork@aep.com

With copy to:

Manager, Transmission & Interconnection Services
c/o American Electric Power Service Corporation
Director, Systems Interconnections
Robert Pennybaker
212 E. 6th Street
Tulsa, Oklahoma 74119
918-599-2723
rlpennybaker@aep.com

If to LCRA TSC:

LCRA Transmission Services Corporation
LCRA Vice President, Transmission Design and Protection
Sergio Garza, P.E.
P.O. Box 220
Austin, TX 78767-0220
512-578-4149
sergio.garza@lcra.org

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

ARTICLE XI - SUCCESSORS AND ASSIGNS

11.1 Subject to the provisions of Section 11.2 below, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

11.2 Neither Party shall assign its interest in this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, provided that neither Party will be required to consent to any assignment which would, in its sole judgment and among other reasons, subject it to additional federal or state regulation, result in the imposition of additional costs of administration which the Party requesting 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.

11.3 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 XII – GOVERNING LAW AND REGULATION

12.1 **THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS 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.

12.2 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.

12.3 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 XIII – 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, an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either Party ("Force Majeure") and neither Party shall be liable to the other for damages that result from such a Force Majeure event. In the event of the occurrence of an event of Force Majeure, the affected Party shall notify the other Party of such Force Majeure as soon as reasonably possible after the determination that an event of Force Majeure has occurred. 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 appeal from any administrative or judicial ruling.

ARTICLE XIV - TERMINATION ON DEFAULT

14.1 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 14.2, 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 Default 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 Default notice shall cease to exist.

14.2 If a Default is not cured as provided in this Article, 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 Article will survive termination of this Agreement.

14.3 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 XV - MISCELLANEOUS PROVISIONS

15.1 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.

15.2 **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. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 15.2 ARE NOT INTENDED TO AND SHALL NOT IN ANY MANNER, LIMIT OR QUALIFY THE LIABILITIES AND OBLIGATIONS OF THE PARTIES UNDER ANY OTHER AGREEMENTS BETWEEN THE PARTIES.**

15.3 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.

15.4 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.

15.5 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.

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

Name: Kip M. Fox
Title: President

Date: 10/9/2018 | 9:02 AM EDT

LCRA TRANSMISSION SERVICES CORPORATION

By: _____

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

Date: October 04, 2018

LCRA LEGAL

EXHIBIT A

Facility Schedule No.	Location of Point(s) 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 OCTOBER 9, 2018
2	Port Aransas (1)	69	-	March 29, 2010 OCTOBER 9, 2018
3	Laguna (2)	138	-	March 29, 2010 OCTOBER 9, 2018
4	Nueces Bay (2)	138	-	March 29, 2010 OCTOBER 9, 2018
5	Hamilton Road (1)	138	-	March 29, 2010 OCTOBER 9, 2018
6	Ft. Lancaster (1)	138	-	September 16, 2011 OCTOBER 9, 2018
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
11	Gustav (6)	345	-	OCTOBER 9, 2018

FACILITY SCHEDULE NO. 1

1. **Name:** **Firerock**

2. **Facility Location:** The Firerock Substation ("ETT Substation") is located near Santa Anna, Texas in Coleman County. There are two (2) Points of Interconnection at the ETT Substation. The Points of Interconnection are located at 1) the ETT dead-end structure within the ETT Substation that terminates LCRA TSC's 138 kV transmission line from the Santa Anna substation, and 2) the ETT dead-end structure that terminates LCRA TSC's 138 kV transmission line from the Brownwood substation. More specifically, the Points of Interconnection are where ETT's jumper conductors from the ETT Substation equipment physically contact the connectors on LCRA TSC's 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:**

7.1 ETT agrees that it owns the following facilities:

i. the ETT Substation and facilities within it
ii. jumper conductors from the ETT Substation facilities to the Point(s) of Interconnection
iii. the ETT Substation dead-end structures that terminate LCRA TSC's 138 kV transmission lines
iv. the remote terminal unit (RTU) communication circuit from the ETT Substation to AEP's control center

7.2 LCRA TSC agrees that it owns the following facilities:

i. the terminating insulators and hardware on the ETT Substation dead-end structures that terminate LCRA TSC's 138 kV transmission lines
ii. the following transmission line(s) comprised of structures, conductors, insulators, easements, shield wires and connecting hardware:
   a) the Santa Anna 138 kV transmission line
   b) the Brownwood 138 kV transmission line

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

Each Party will operate the facilities it owns.

9. Facility Maintenance Responsibilities of the Parties:

Each Party is responsible for the maintenance of the facilities it owns.

10. Estimated Peak Load:

11. Other Terms and Conditions:

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.

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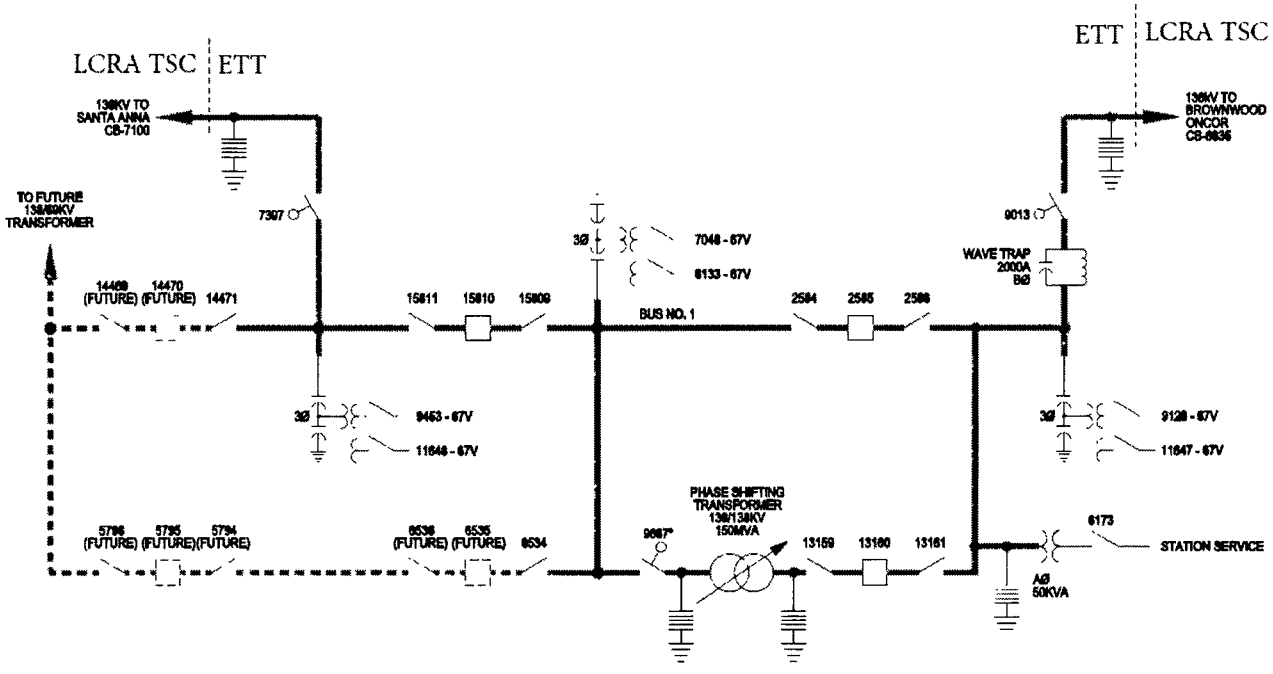
FACILITY SCHEDULE NO. 1 (continued)
One-Line Diagram



FACILITY SCHEDULE NO. 2

1. **Name:** **Port Aransas**

2. **Facility Location:** The Port Aransas Substation ("Substation") is located in Port Aransas, Texas in Aransas County. There is one (1) Point of Interconnection at ETT's dead-end structure within the Substation that terminates LCRA TSC's 69 kV transmission line from the Mustang Island substation. More specifically, the Point of Interconnection is where ETT's jumper conductors from the Substation equipment physically contact the connectors on LCRA TSC's 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:**

   7.1 ETT agrees that it owns the following facilities:

   i. the 69 kV facilities within the Substation
   ii. jumper conductors at the dead-end structure within the Substation
   iii. dead-end structures that terminate LCRA TSC's 69 kV transmission line

   7.2 LCRA TSC agrees that it owns the following facilities:

   i. insulators and hardware on the dead-end structures that terminate LCRA TSC's 69 kV transmission line from the Mustang Island substation
   ii. the 69 kV transmission line from the Mustang Island substation comprised of structures, conductors, insulators, and connecting hardware

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

   Each Party will operate all the facilities it owns.

9. **Facility Maintenance Responsibilities of the Parties:**

   Each Party is responsible for the maintenance of the facilities it owns.

10. **Estimated Peak Load:**

11. Other Terms and Conditions:

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.

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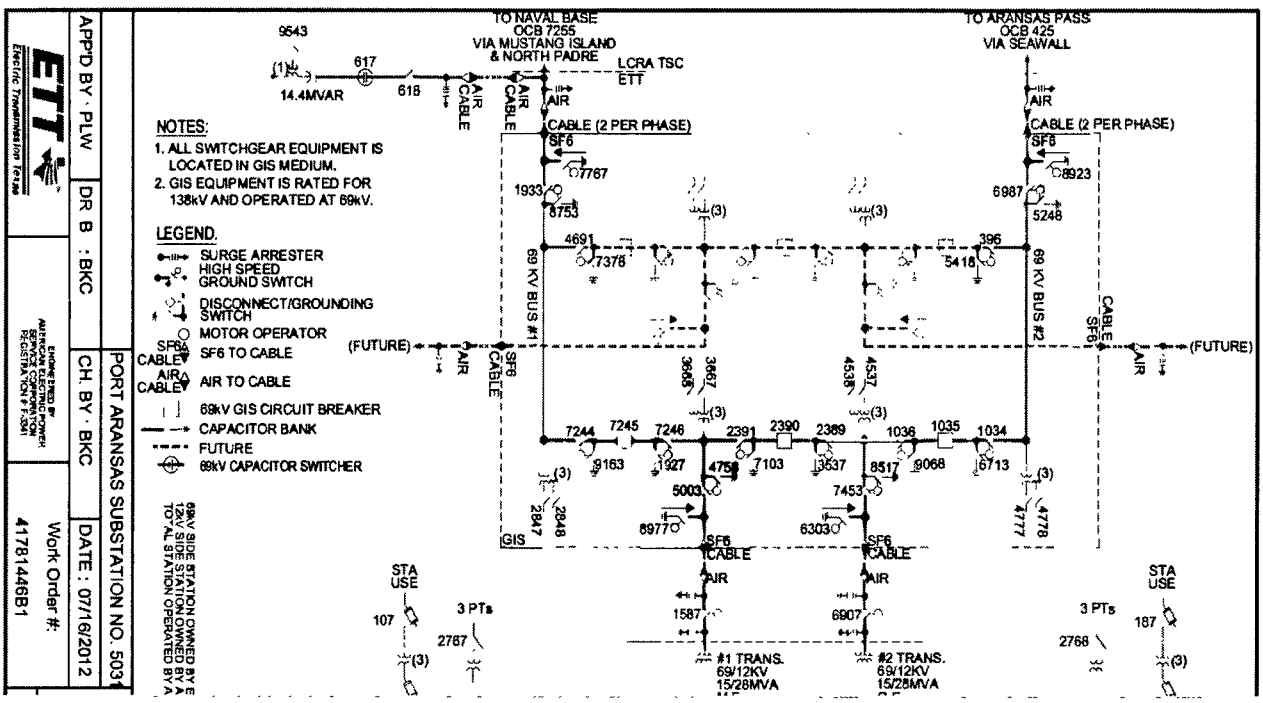
FACILITY SCHEDULE NO. 2 (continued)
One-Line Diagram



FACILITY SCHEDULE NO. 3

1. **Name:** **Laguna**

2. **Facility Location:** The Laguna Substation ("Substation") is located in Corpus Christi, Texas in Nueces County. There are two (2) Points of Interconnection at the Laguna Substation. The Points of Interconnection are located at 1) the dead-end structure within the Substation that terminates LCRA TSC's 138 kV transmission line from the Naval Base substation, and 2) the dead-end structure within the Substation that terminates LCRA TSC's 138 kV transmission line from the Airline substation. More specifically, the Points of Interconnection are where ETT's jumper conductors from the Substation equipment physically contact the connectors on LCRA TSC's 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:**

   7.1 ETT agrees that it owns the following facilities:

   i the 69 kV transmission facilities within the Substation*
   ii dead-end structures within the Substation
   iii jumper conductors at the dead-end structures within the Substation

   7.2 LCRA TSC agrees that it owns the following facilities:

   i insulators and hardware on ETT's dead-end structures that terminate LCRA TSC's 138 kV transmission lines from the Naval Base and Airline stations
   ii the following transmission line(s) comprised of easements, structures, conductors, insulators, and connecting hardware:
      a) the Airline 138 kV transmission line
      b) the Naval Base 138 kV transmission line

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

   Each Party will operate the facilities it owns.

9. **Facility Maintenance Responsibilities of the Parties:**

   Each Party is responsible for the maintenance of the facilities it owns.

10. **Estimated Peak Load:**

11. Other Terms and Conditions:

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.

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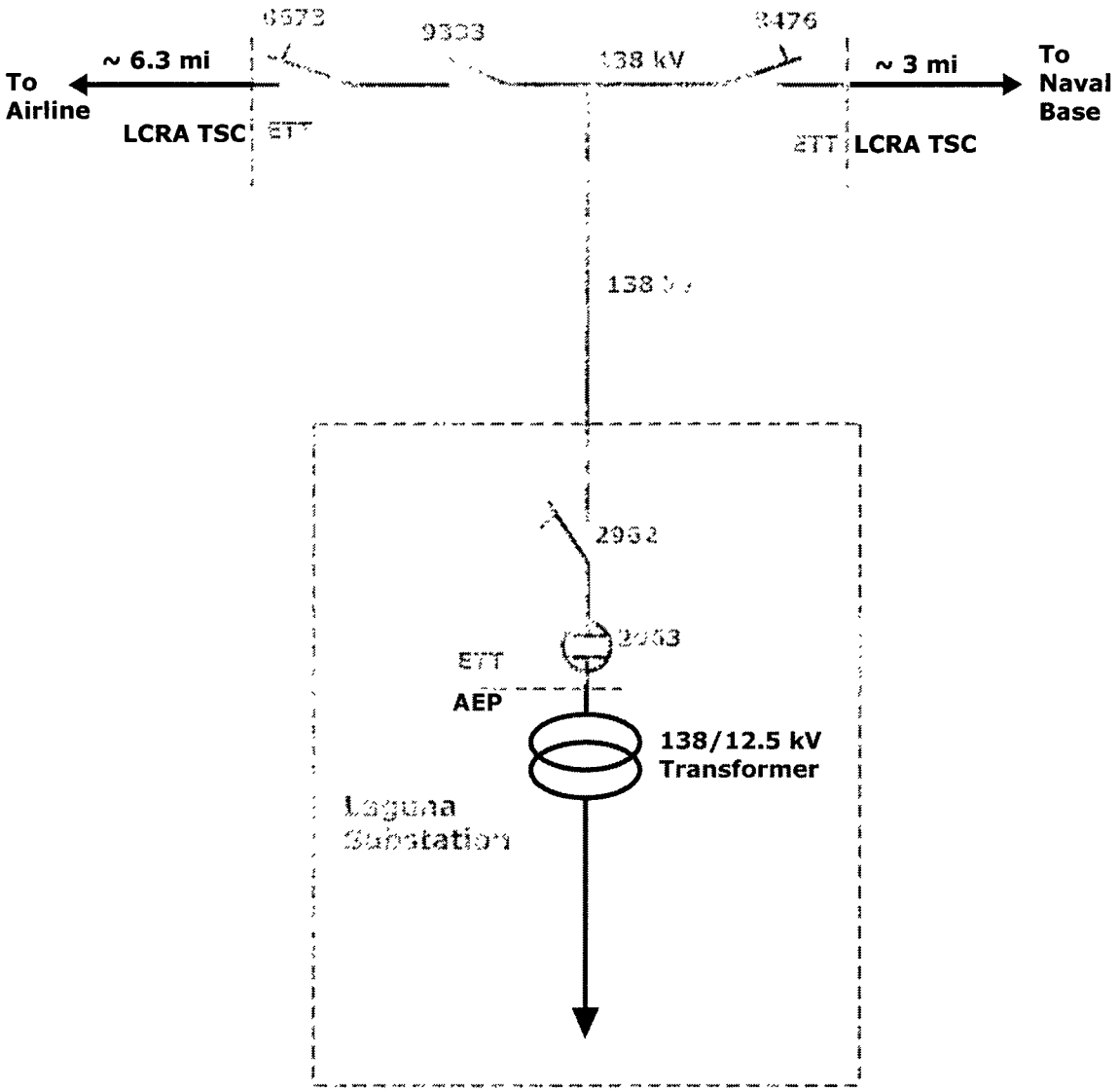
FACILITY SCHEDULE NO. 3 (continued)

One-Line Diagram



Distances as shown are conceptual and not to scale; stations not shown completely.

FACILITY SCHEDULE NO. 4

1. **Name:** **Nueces Bay**

2. **Facility Location:** ETT's Nueces Bay Station (the "ETT Station") is located in Corpus Christi, in Nueces County, Texas. There are two (2) Points of Interconnection at the ETT Station. The Points of Interconnection are located at 1) the ETT dead-end structure within ETT's Station that terminates LCRA TSC's 138 kV transmission line from the Citgo North Oak Park station, and 2) the ETT dead-end structure within the ETT Station that terminates LCRA TSC's 138 kV transmission line from the Lon C. Hill station. More specifically, the Points of Interconnection are where ETT's jumper conductors from the ETT Station equipment physically contact the connectors on LCRA TSC's 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:**

   7.1 ETT agrees that it owns the following facilities:

   i the ETT Station and all the facilities within it
   ii transmission line relay protection panels and all associated equipment for LCRA TSC's 138 kV transmission lines
   iii the remote terminal unit (RTU) within the Station
   iv jumper conductors from the ETT Station facilities to the Points of Interconnection
   v the dead-end structures that terminate LCRA TSC's 138 kV transmission lines

   7.2 **LCRA TSC agrees that it owns the following facilities:**

   i insulators and hardware on the end of LCRA TSC's 138 kV transmission lines from the Lon C. Hill and Citgo North Oak Park stations that terminate on ETT's dead-end structures.
   ii the following transmission lines comprised of underground/underwater cable, conductors, insulators, connecting hardware, and structures;
      a the Citgo North Oak Park 138 kV cable and transmission line
      b the Lon C. Hill 138 kV transmission line

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

Each Party will operate the facilities it owns.

9. Facility Maintenance Responsibilities of the Parties:

Each Party is responsible for the maintenance of the facilities it owns

10. Estimated Peak Load:

11. Other Terms and Conditions:

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.

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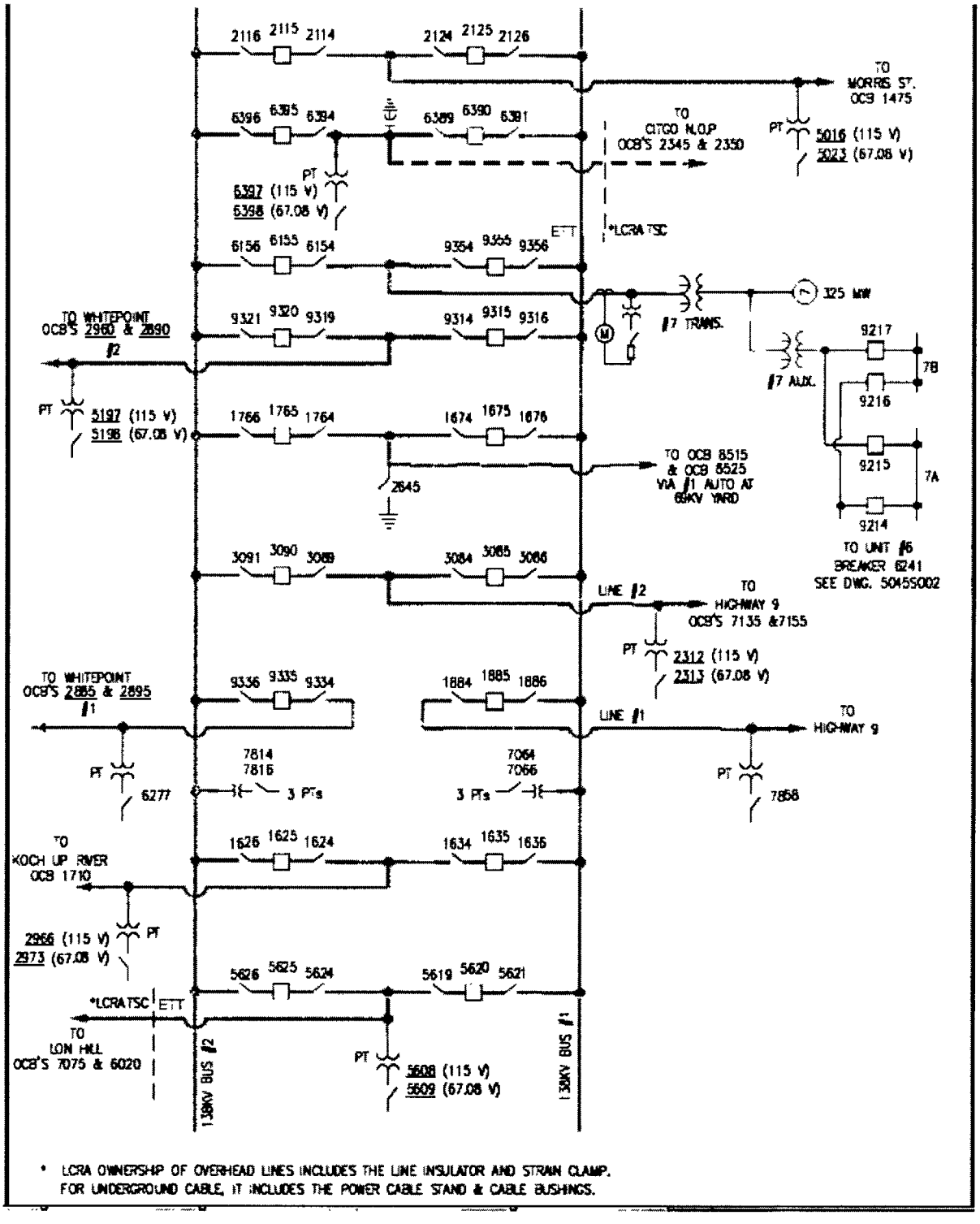
FACILITY SCHEDULE NO. 4 (continued)

One-Line Diagram



* LCRA OWNERSHIP OF OVERHEAD LINES INCLUDES THE LINE INSULATOR AND STRAIN CLAMP. FOR UNDERGROUND CABLE, IT INCLUDES THE POWER CABLE STAND & CABLE BUSHINGS.

FACILITY SCHEDULE NO. 5

1. **Name:** **Hamilton Road**

2. **Facility Location:** ETT's Hamilton Road Substation (the "ETT Substation") is located in Del Rio, Texas in Val Verde County. There is one (1) Point of Interconnection located at ETT's dead-end structure that terminates LCRA TSC's 138 kV transmission line from the Brackettville substation. More specifically, the Point of Interconnection is where ETT's jumper conductors from the ETT Substation equipment physically contact the connectors on LCRA TSC's 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:**

   7.1 ETT agrees that it owns the following facilities:

   i the ETT Substation and facilities within it
   ii jumper conductors from the ETT Substation facilities to the Point of Interconnection
   iii the dead-end structure that terminates LCRA TSC's 138 kV transmission line from the Brackettville substation

   7.2 LCRA TSC agrees that it owns the following facilities:

   i insulators and hardware on the end of LCRA TSC's 138 kV transmission line from the Brackettville substation that terminate on ETT's dead-end structure
   ii the following transmission line comprised of structures, conductors, insulators, easements, shield wires and connecting hardware:
      a the Brackettville 138 kV transmission line

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

   Each Party operates the facilities it owns.

9. **Facility Maintenance Responsibilities of the Parties:**

   Each Party is responsible for the maintenance of the facilities it owns

10. **Estimated Peak Load:**

11. Other Terms and Conditions:

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.

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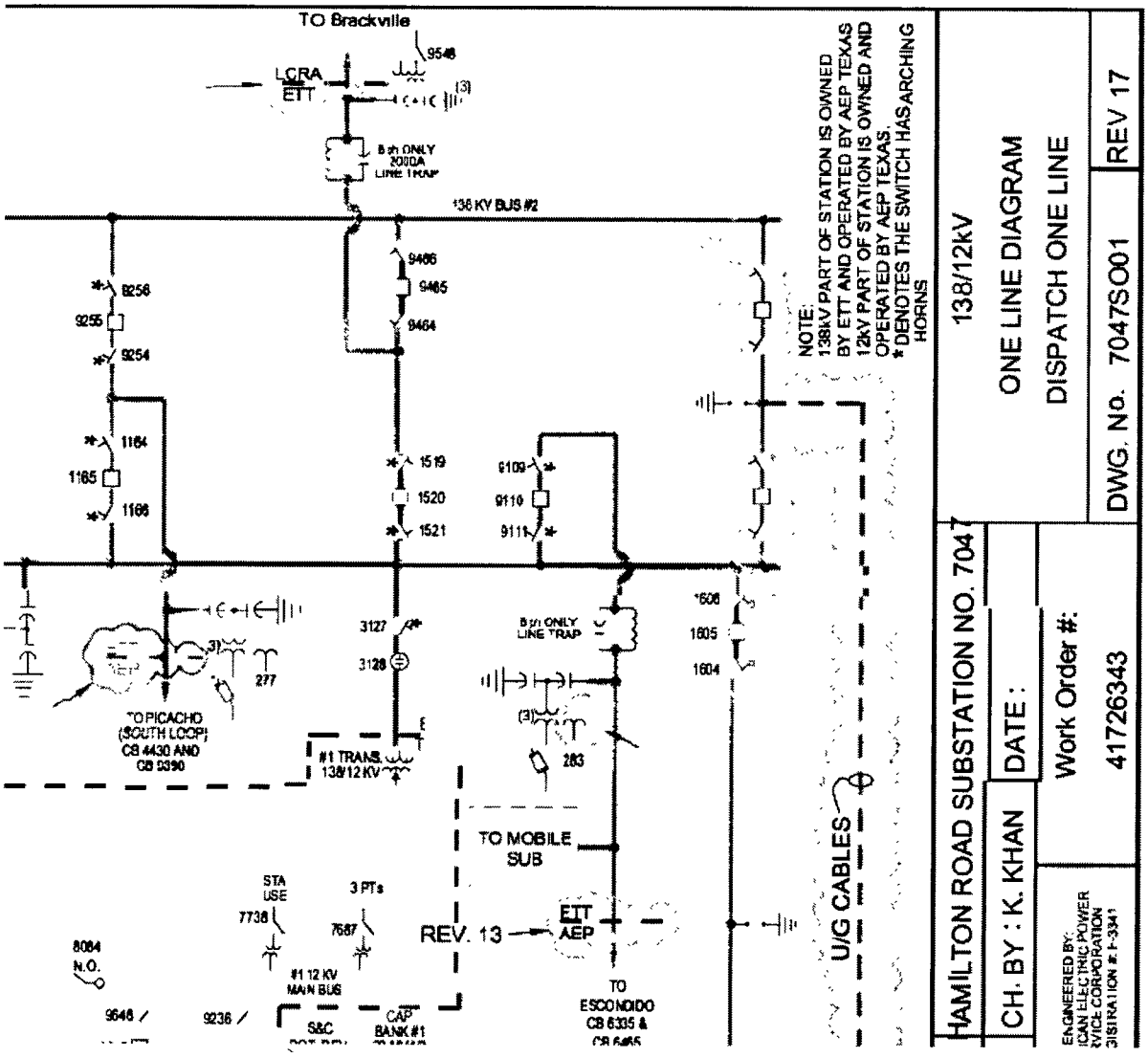
FACILITY SCHEDULE NO. 5 (continued)
One-Line Diagram



FACILITY SCHEDULE NO. 6

1. **Name:** **Ft. Lancaster**

2. **Facility Location:** The Fort Lancaster Substation ("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 dead-end structure (inside the Substation) where LCRA TSC's jumpers connect to ETT's slack conductor dead-end insulators of ETT's 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:**

   7.1 ETT agrees that it owns the following facilities:

   i the 138 kV transmission line to the Illinois #4 substation with optical ground wire (OPGW)

   ii the fiber patch panel located in LCRA TSC's control house, to which LCRA TSC will connect its relaying and communications equipment as necessary.

   iii insulators and hardware on LCRA TSC's Substation dead-end structure (inside the Substation) that terminates ETT's 138 kV transmission slack line from ETT's dead-end structure (pole outside the Substation) from the Illinois #4 station

   7.2 LCRA TSC agrees that it owns the following facilities:

   i the 138 kV Substation and the facilities within it, except for those facilities as being owned by ETT

   ii jumper conductors from the Substation facilities to the Point of Interconnection at ETT's dead-end insulators

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

   - Each Party will operate the facilities it owns.

9. **Facility Maintenance Responsibilities of the Parties:**

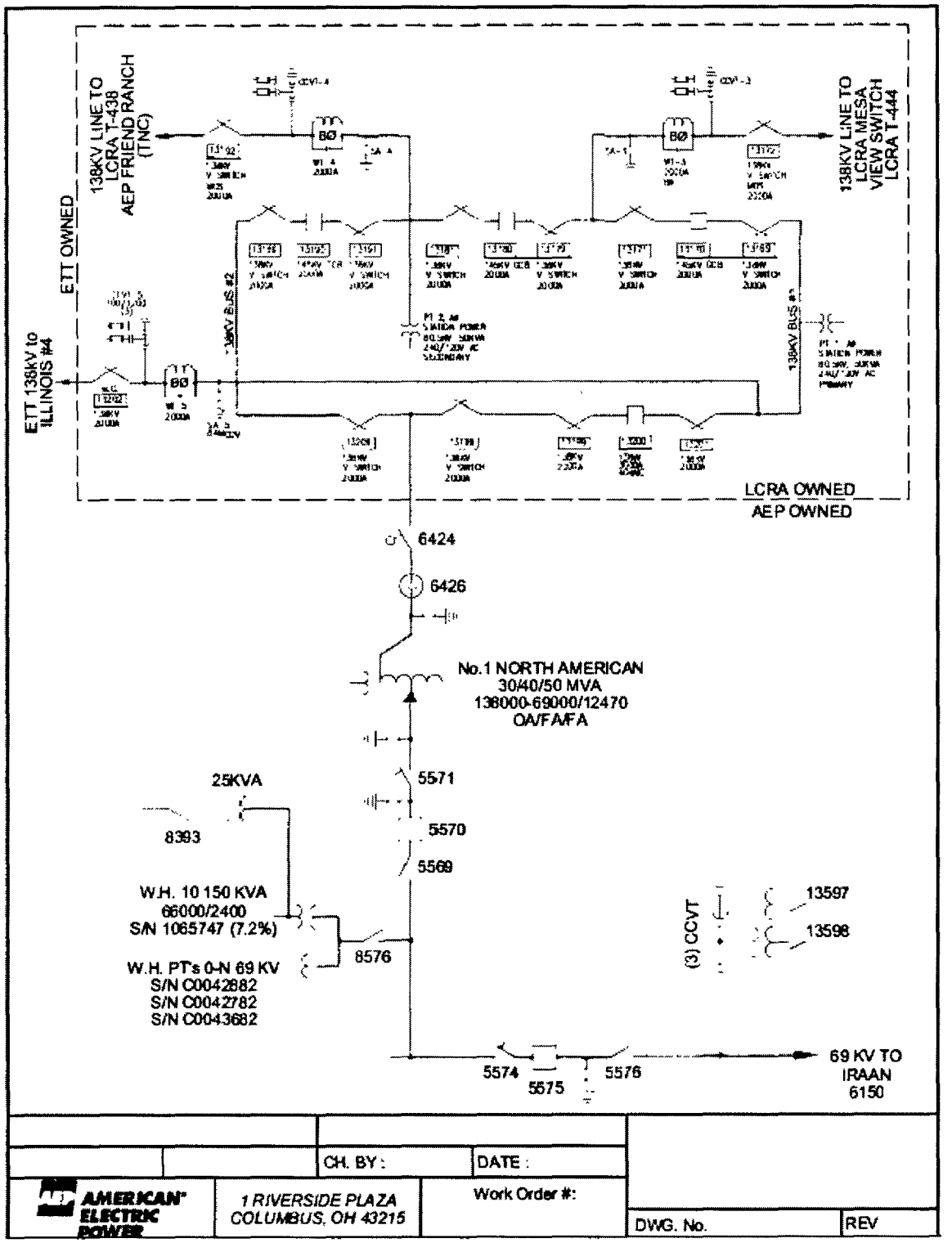
   Each Party is responsible for the maintenance of the facilities it owns

10. **Estimated Peak Load:**

11. **Other Terms and Conditions:** None

FACILITY SCHEDULE NO. 6 (continued)

One-Line Diagram



FACILITY SCHEDULE NO. 7

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

2. **Facility Location:** ETT's 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 ETT Gustav to Kendall (LCRA TSC circuits (T558 and T559)). There are four (4) Points of Interconnection at the Station: two (2) Points of Interconnection are where LCRA TSC's circuits (T558 and T559) from ETT Gustav 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:**

7.1 ETT agrees that it 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).

7.2 LCRA TSC agrees that it owns the following facilities:

i. the approximately 34.8 mile long 345 kV ETT Gustav 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 ETT Gustav 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 Responsibilities of the Parties:

Each Party will operate the facilities it owns.

9. Facility Maintenance Responsibilities of the Parties:

Each Party is responsible for the maintenance of the facilities it owns

10. Estimated Peak Load:

11. 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's circuits (T-558 and 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 and 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. 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.

vii. 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.

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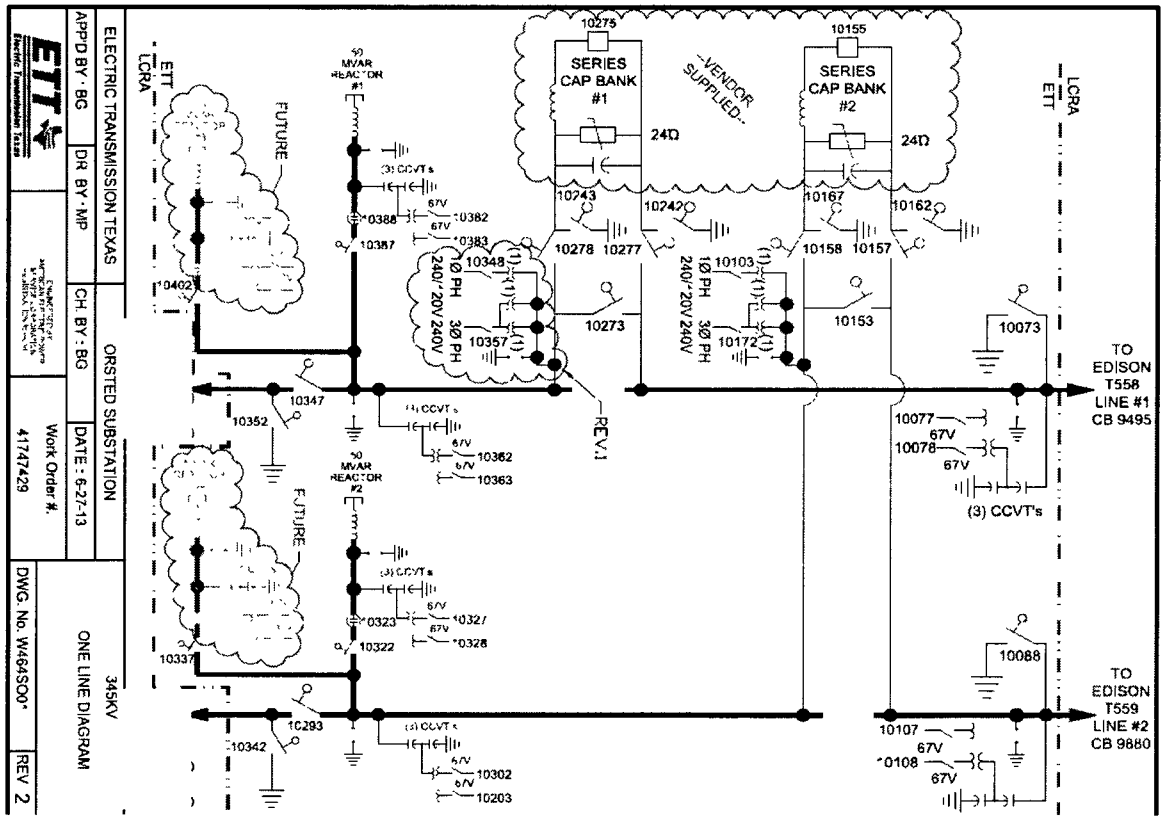
FACILITY SCHEDULE NO. 7 (continued)
One-Line Diagram



FACILITY SCHEDULE NO. 8

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

2. **Facility Location:** ETT's 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's double circuit 345 kV transmission line from ETT Gustav to Kendall (LCRA TSC circuits (T558 and T559)). There are four (4) Points of Interconnection at the Station: two (2) Points of Interconnection are where LCRA TSC's circuits (T558 and T559) from Orsted/ETT Gustav terminate on the west side of the Station; and two (2) Points of Interconnection are where LCRA TSC's 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:**

7.1 ETT agrees that it 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).

7.2 LCRA TSC agrees that it owns the following facilities:

i. the 345 kV ETT Gustav/Orsted to Station transmission line (T558) (approximately 52.7 miles between Station and Orsted and another 34.8 miles between Orsted and ETT Gustav) 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 ETT Gustav/Orsted to Station transmission line (T559) (approximately 52.7 miles between Station and Orsted and another 34.8 miles between Orsted and ETT Gustav) 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 Responsibilities of the Parties:

Each Party will operate the facilities it owns.

9. Facility Maintenance Responsibilities of the Parties:

Each Party is responsible for the maintenance of the facilities it owns

10. Estimated Peak Load:

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

v. 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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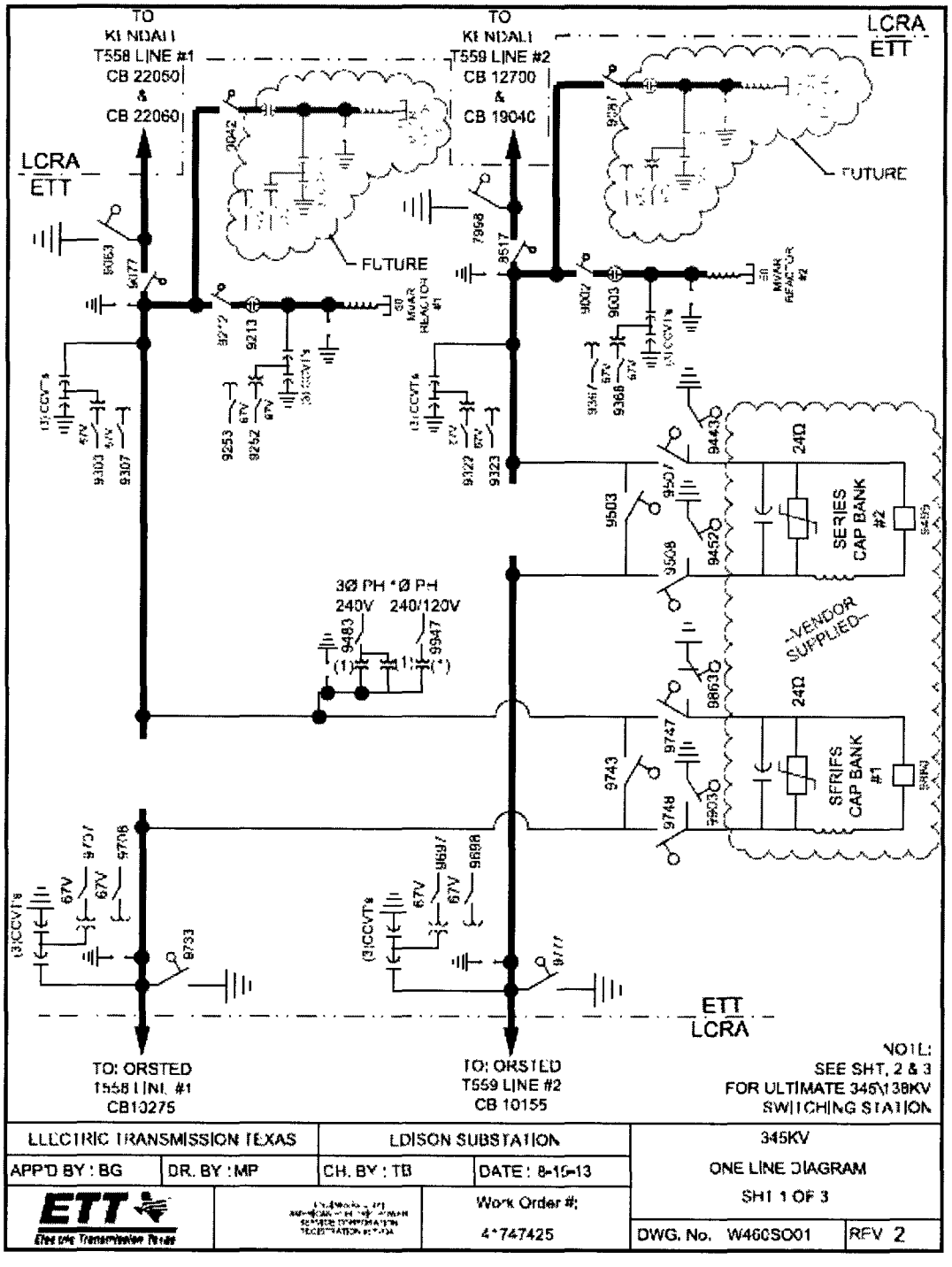
FACILITY SCHEDULE NO. 8 (continued)

One-Line Diagram



FACILITY SCHEDULE NO. 9

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

2. **Facility 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 No.1 (West Bus) connects to the Switchyard 345 kV Bus No.1, 2) where the ETT 345 kV switch (9894) positioned adjacent to the Switchyard 345 kV Bus No.2 (East Bus) connects to the Switchyard 345 kV Bus No.2, 3) where the ETT 345 kV switch (11304) positioned adjacent to the Switchyard 345 kV Bus No.1 (West Bus) connects to the Switchyard 345 kV Bus No.1, and 4) where the ETT 345 kV switch (12179) positioned adjacent to the Switchyard 345 kV Bus No.2 (East Bus) connects to the Switchyard 345 kV Bus No.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:**

7.1 ETT agrees that it 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 dead-end 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 No.2 between the Switchyard's 345 kV Bus No.1 and 345 kV Bus No.2 ("ETT Rung No.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 No.1 between the Switchyard's 345 kV Bus No.1 and 345 kV Bus No.2 ("ETT Rung No.2")
vi. jumper conductors from switches (7914, 9894, 11304, and 12179) to the Switchyard 345 kV bus equipment
vii. two (2) station service sources (preferred on ETT Rung No.1 and alternate on ETT Rung No.2)

viii. two (2) 4-inch conduits containing single-mode 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

7.2 LCRA TSC agrees that it 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 No.1 Bus Differential and Breaker Failure relaying scheme
v. primary and secondary 345 kV Bus No.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 Responsibilities of the Parties:

Each Party will operate the facilities it owns.

9. Facility Maintenance Responsibilities of the Parties:

Each Party is responsible for the maintenance of the facilities it owns.

10. Estimated Peak Load:

11. Other Terms and Conditions:

11.1 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.

11.2 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 No.1 Primary and Secondary Bus Differential relaying scheme. Cables will be run to the appropriate bus differential CT junction boxes owned by LCRA TSC.

11.3 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 #No.2 Primary and Secondary Bus Differential relaying scheme. Cables will be run to the appropriate bus differential CT junction boxes owned by LCRA TSC.

11.4 LCRA TSC will provide tripping and close inhibit contacts from its 345 kV Bus No.1 Differential and Breaker Failure relaying panel to ETT's relaying panels for its 345 kV circuit breakers (11305 and 7915).

11.5 LCRA TSC will provide tripping and close inhibit contacts from its 345 kV Bus No.2 Differential and Breaker Failure relaying panel to ETT's relaying panels for its 345 kV circuit breakers (12180 and 9895).

11.6 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 No.1 Primary Bus Differential and Breaker Failure relaying panel.

11.7 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 No.2 Primary Bus Differential and Breaker Failure relaying panel.

11.8 LCRA TSC will provide single-phase Bus No.1 potential (115V) for ETT circuit breakers (11305 and 7915) synchronism checking.

11.9 LCRA TSC will provide single-phase Bus No.2 potential (115V) for ETT circuit breakers (12180 and 9895) synchronism checking.

11.10 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.

11.11 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.

11.12 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.

11.13 Generation interconnection rights shall, in accordance to 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.

11.14 LCRA TSC will extend the Switchyard's 345 kV Bus No.1 and 345 kV Bus No.2 to accommodate LCRA TSC Bay No.1 and the two POI's on ETT Rung No.2.

11.15 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.

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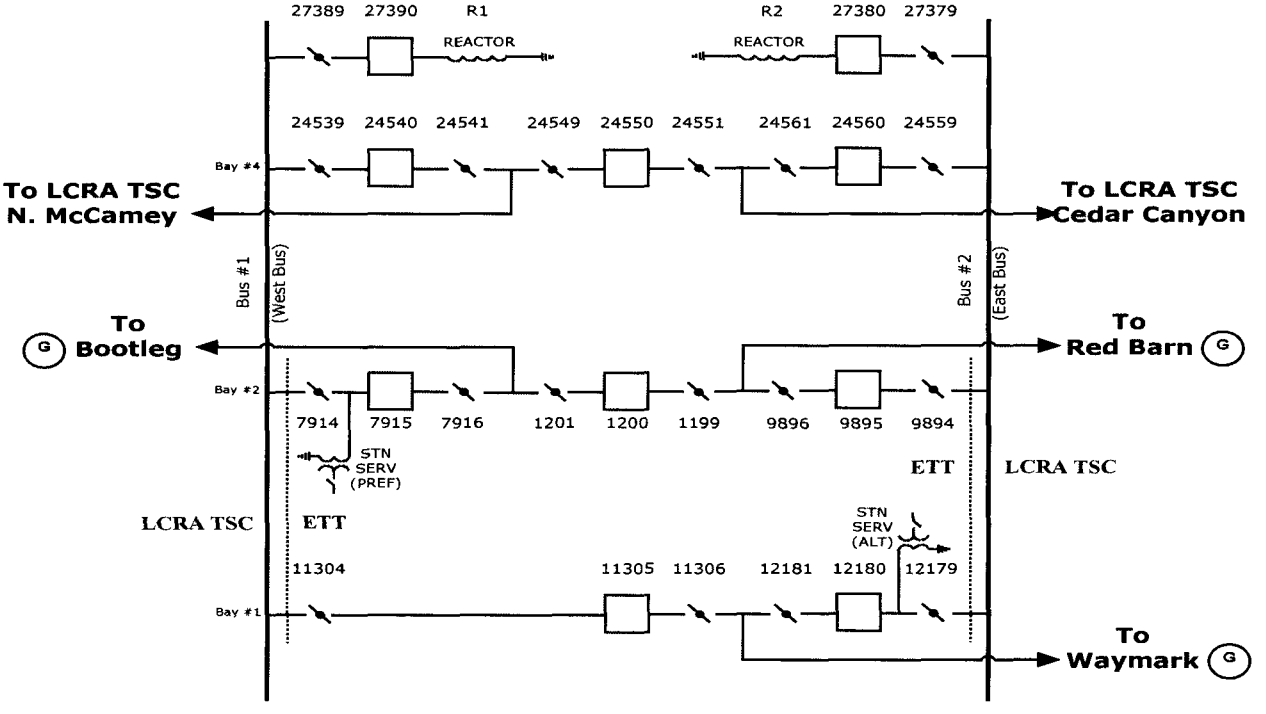
FACILITY SCHEDULE NO. 9 (continued)
One-Line Diagram



Bakersfield Switchyard
345 kV

FACILITY SCHEDULE NO. 10

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

2. **Facility Location:** LCRA TSC's Big Hill Switchyard ("Switchyard") is located at 633 County Road 431, Eldorado, Schleicher County, Texas 76936. There are two (2) Points of Interconnection ("POI's") at the Switchyard located 1) where the ETT 345 kV switch (15859) positioned adjacent to the Switchyard 345 kV Bus No.1 (West Bus) connects to the Switchyard 345 kV Bus No.1, and 2) where the ETT 345 kV switch (14039) positioned adjacent to the Switchyard 345 kV Bus No.2 (East Bus) connects to the Switchyard 345 kV Bus No.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:**

7.1 ETT agrees that it owns the following facilities:

i. two (2) 345 kV circuit breakers (15860 and 14040)
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 dead-end line terminal within the Switchyard
iv. all interconnecting facilities including 345 kV switch (15859) (breaker (15860) bus disconnect switch) and 345 kV switch (14039) (breaker (14040) bus disconnect switch) on that certain ETT rung located in LCRA TSC 345 kV Bay No.3 between the Switchyard's 345 kV Bus No.1 and 345 kV Bus No.2 ("ETT Rung No.1")
v. jumper conductors from switches (15859 and 14039) to the Switchyard 345 kV bus equipment
vi. two (2) station service sources (preferred and alternate on ETT Rung No.1)
vii. two (2) 4-inch conduits containing single-mode 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

7.2 LCRA TSC agrees that it 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 No.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 No.1 Bus Differential and Breaker Failure relaying scheme
vii. primary and secondary 345 kV Bus No.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 Responsibilities of the Parties:

Each Party will operate the facilities it owns.

9. Facility Maintenance Responsibilities of the Parties:

Each Party is responsible for the maintenance of the facilities it owns

10. Estimated Peak Load:

11. Other Terms and Conditions:

11.1 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.

11.2 ETT will supply and provide primary and secondary 3000:5 MRCT relaying current transformers from ETT's 345 kV circuit breaker (15860) for use by LCRA TSC in LCRA TSC's 345 kV Bus No.1 Primary and Secondary Bus Differential relaying scheme.

11.3 ETT will supply and provide primary and secondary 3000:5 MRCT relaying current transformers from ETT's 345 kV circuit breaker (14040) for use by LCRA TSC in LCRA TSC's 345 kV Bus No.2 Primary and Secondary Bus Differential relaying scheme.

11.4 LCRA TSC will provide tripping and close inhibit contacts from its 345 kV Bus No.1 Differential and Breaker Failure relaying panel to ETT's 345 kV circuit breaker (15860) relaying panel.

11.5 LCRA TSC will provide tripping and close inhibit contacts from its 345 kV Bus No.2 Differential and Breaker Failure relaying panel to ETT's 345 kV circuit breaker (14040) relaying panel.

11.6 ETT will provide breaker failure initiate contacts from its 345 kV circuit breaker (15860) relaying panel to LCRA TSC's 345 kV Bus No.1 Primary Bus Differential and Breaker Failure relaying panel.

11.7 ETT will provide breaker failure initiate contacts from its 345 kV circuit breaker (14040) relaying panel to LCRA TSC's 345 kV Bus No.2 Primary Bus Differential and Breaker Failure relaying panel.

11.8 LCRA TSC will provide single-phase Bus No.1 potential (115V) for ETT circuit breaker (15860) synchronism checking.

11.9 LCRA TSC will provide single-phase Bus No.2 potential (115V) for ETT circuit breaker (14040) synchronism checking.

11.10 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.

11.11 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.

11.12 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.

11.13 Generation interconnection rights shall, in accordance to 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.

11.14 Effective September 22, 2017, ETT purchased LCRA TSC switch (23059) (subsequently renumbered as ETT switch (15859)), LCRA TSC switch (23079) (subsequently renumbered as ETT switch (14039)), and associated LCRA TSC foundations and switch stands.

11.15 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.

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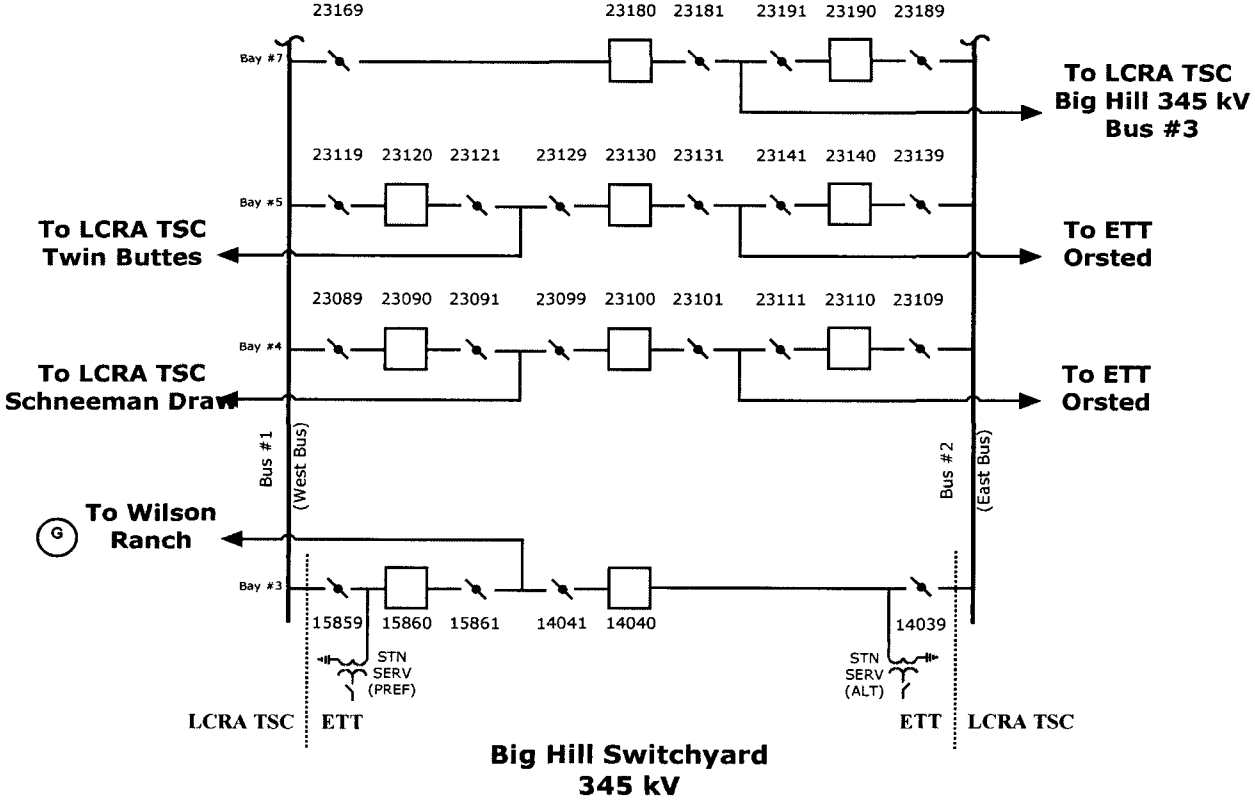
FACILITY SCHEDULE NO. 10 (continued)
One-Line Diagram



FACILITY SCHEDULE NO. 11

1. **Name:** **Gustav**

2. **Facility Location:** ETT's Gustav Station (the "ETT Station") is located approximately 22.0 miles southeast of Eldorado, Schleicher County, Texas. There are four (4) proposed Points of Interconnection inside the ETT Station located 1) between LCRA TSC's station service sources (PVT1) positioned in LCRA TSC's Bay No.2 and ETT Station 345 kV Bus No.1 ("West Bus"), and 2) between LCRA TSC's station service source (PVT2) positioned in LCRA TSC's Bay No.2 and ETT Station 345 kV Bus No.2 ("East Bus"), and 3) where the LCRA TSC's 345 kV switch (31939) positioned in LCRA TSC's Bay No.1, connects to the West Bus, and 4) where the LCRA TSC's 345 kV switch (31929) positioned in LCRA TSC Bay No.1, connects to the East Bus. More specifically, the Points of Interconnection are where LCRA TSC's jumper conductors from LCRA TSC's 345 kV switches (31929 and 31939) and LCRA TSC's PVT (1 and 2) physically connect to the ETT Station 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:**

7.1 ETT agrees that it will install and own the following facilities:

i. the ETT Station (substation property, fencing, grading, ground grid and gravel) and all the facilities within it except those owned by LCRA TSC
ii. the primary and secondary 345 kV Bay No.3, bus differential and breaker failure relaying scheme
iii. the primary and secondary 345 kV Bay No.1 bus differential and breaker failure relaying scheme
iv. the primary and secondary 345 kV Bay No.2 bus differential and breaker failure relaying scheme
v. ETT's drop-in control module

7.2 ETT agrees that it will install and sell to LCRA TSC, and LCRA TSC agrees that it will purchase and pay ETT for the cost of installing, the following facilities:

i. two (2) 345 kV dead-end structures in the Big Hill to Orsted 345 kV transmission line outside the ETT Station
ii. two (2) 345 kV dead-end structures outside the ETT Station fence
iii. two (2) 345 kV line terminal dead-ends within the ETT Station fence

iv. two (2) independent spans from the LCRA TSC dead-end structures outside the ETT Station fence to the LCRA TSC dead-end structures in the Big Hill to Orsted 345 kV transmission line outside the ETT Station
v. two (2) independent slack-spans from the LCRA TSC line terminal dead-ends inside the ETT Station to the LCRA TSC's dead-end structures outside the ETT Station fence
vi. three (3) 345 kV circuit breakers (31900, 31910 and 31920)
vii. eight (8) 345 kV switches (31899, 31901, 31909, 31911, 31919, 31921, 31929 and 31939)
viii. four (4) 345 kV surge arresters (located in LCRA TSC's Bay No.2)
ix. two (2) 345 kV ccvts (located in LCRA TSC's Bay No.2)
x. two (2) station service source (PVT1 and PVT2) in LCRA TSC's Bay No.2
xi. jumper conductors from switches (31939) to the West Bus equipment
xii. jumper conductors from the station service source (PVT1) to the West Bus equipment
xiii. jumper conductors from switch (31929) to the East Bus equipment
xiv. jumper conductors from the station service source (PVT2) to the East Bus equipment
xv. LCRA TSC 24' x 42' control house with dual battery banks and chargers
xvi. LCRA TSC cable trough

7.3 LCRA TSC agrees that it owns the following facilities:

i. the Big Hill to Orsted 345 kV double circuit transmission line

8. Facility Operation Responsibilities of the Parties:

Each Party will operate the facilities it owns.

9. Facility Maintenance Responsibilities of the Parties:

Each Party is responsible for the maintenance of the facilities it owns

10. Estimated Peak Load:

11. Other Terms and Conditions:

11.1 Generation interconnection rights, in accordance with the Memorandum of Understanding between LCRA TSC and ETT on CREZ Facility Responsibilities, dated July 27, 2009 (MOU), are granted to ETT for generation interconnection facilities at the ETT Station.

11.2 ETT agrees to acquire easements, licenses and other real property rights (the "Easements") including Easements for the LCRA TSC transmission line cut-in ("Cut-In"), that are necessary for the purpose of establishing the points of interconnection described in this Facilities Schedule. If independent Easements are acquired by ETT for the LCRA TSC Cut-in, ETT shall assign such Easements to LCRA TSC, and LCRA TSC shall pay ETT for the cost of acquiring those Easements.

11.3 ETT has agreed to install and sell to LCRA TSC, and LCRA TSC has agreed to purchase and pay ETT for, the facilities described in Section 7.2(i-xiii) pursuant to the terms of an Agreement to Build and Sell Substation Facilities by and between ETT and LCRA TSC (the "Purchase and Sale Agreement"). LCRA TSC will pay ETT for the facilities described in Section 7.2(i-xiii) in accordance with the terms of the Purchase and Sale Agreement.

11.4 ETT recognizes that LCRA TSC has agreed to purchase and pay for the facilities described in Section 7.2 to facilitate ETT's request for new Points of Interconnection that will interconnect the Mines Wind Energy, LLC wind project pursuant to that certain ERCOT Standard Generation Interconnection Agreement between ETT and Mine Wind Energy, LLC dated May 11, 2018. If ETT cancels its request for these Points of Interconnection prior to energization, LCRA TSC shall be relieved of its obligation to purchase and pay for the facilities described in Section 7.2 to the extent LCRA TSC reasonably determines that it cannot recover the cost of such facilities through transmission cost of service rates. LCRA TSC will notify ETT of any facilities that it determines it will not purchase and pay for within thirty (30) days of such cancellation. In addition to the costs to be initially incurred by ETT and paid by LCRA TSC upon purchase of the facilities described in Section 7.2, LCRA TSC has estimated that it will directly incur costs in the amount of $487,000 in connection with the installation of those facilities. If ETT cancels its request for these Points of Interconnection prior to energization, LCRA may recover the actual costs that it has directly incurred in connection with the installation of those facilities to the extent that LCRA TSC reasonably determines that it cannot recover such costs through transmission cost of service. LCRA TSC may submit an invoice to ETT for such actual costs, along with records sufficient to verify the accuracy of such charges, and ETT shall pay the invoice within thirty (30) days of receipt of the invoice and verification of the charges. Both Parties agree to use commercially reasonable efforts to mitigate the costs that either may incur as a consequence of such cancellation.

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FACILITY SCHEDULE NO. 11 (continued)
One-Line Diagram