



Control Number: 35077



Item Number: 907

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Project No. 35077

INTERCONNECTION AGREEMENT

Between

Cross Texas Transmission, LLC

and

City of Garland, Texas – dba Garland Power & Light

Dated

November 30, 2018

INTERCONNECTION AGREEMENT

This Interconnection Agreement is made and entered into this 30th day of November, 2018, by Cross Texas Transmission, LLC ("CTT"), a Delaware limited liability company, and the City of Garland, Texas ("Garland"), a Texas home-rule municipality doing business as Garland Power & Light, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". Certain terms used herein with their initial letter capitalized have the meaning set forth in Section 24.

WHEREAS, the Parties were selected by the Electric Reliability Council of Texas, Inc. ("ERCOT") to construct a new 345 kV double-circuit transmission line terminating into the Limestone and Gibbons Creek substations (the "Garland/CTT Line") as part of the Houston Import Project;

WHEREAS, the portion of the Garland/CTT Line which runs from the Gibbons Creek substation to the Point of Interconnection (as defined in Section 24) shall be solely owned by Garland (the "Garland Segment");

WHEREAS, the portion of the Garland/CTT Line not encompassed by the Garland Segment shall be solely owned by CTT (the "CTT Segment");

WHEREAS, the Parties entered into that certain Participation Agreement, dated November 4, 2014 (the "Participation Agreement"); and

WHEREAS, pursuant to the Participation Agreement, the Parties seek to establish the Point of Interconnection and the terms related thereto;

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

1. **Point of Interconnection.** CTT and Garland agree that their respective portions of the 345 kV double-circuit electric transmission line running between the Limestone Substation and the Gibbons Creek Substation are located on opposite sides of the Point of Interconnection shown in Exhibit A, which is attached to this Agreement. Each Party will, at its own cost and expense, operate, maintain, and repair, and shall be fully responsible for liabilities related to, the transmission lines and related facilities which it now or hereafter may own located at or connected to the Point of Interconnection. Each Party agrees to operate, maintain, and repair its facilities at or connected to the Point of Interconnection, including metering, telemetry, and communications facilities, in accordance with Applicable Legal and Electrical Requirements. The Parties agree to provide notice to the other Party in the event of any material change in its facilities that are at or connected to the Point of Interconnection. The Point of Interconnection may be changed only as mutually agreed to in writing by the Parties or as ordered by a regulatory authority having jurisdiction thereof.

2. **Operation and Maintenance Activities.**

2.1 **Timing and Notice of Maintenance.** Subject to any necessary ERCOT approval, each Party shall provide necessary equipment outages to allow the other Party to perform periodic maintenance, repair, or replacement of its facilities. Maintenance by either Party that will cause a deviation from normal power and energy flow at the Point of Interconnection will be scheduled with ERCOT approval, at a mutually agreeable time, unless conditions exist which a Party believes, in accordance with Good Utility Practice, may endanger persons or property.

2.2 **Testing.** All testing of the Parties' facilities that affects the operation of the transmission line and other facilities located on either side of the Point of Interconnection, and all clearances, switching, and tagging, shall be scheduled and coordinated, as mutually agreed to by the Parties, in accordance with Good Utility Practice, ERCOT Requirements and the procedures agreed to between the Parties.

2.3 **Protective Device Coordination.** Each Party will coordinate the protective devices (if any) of the lines and facilities it owns and operates that are interconnected with its system with the protective devices (if any) of the other Party's system.

2.4 **Changes in Design, Construction, or Operation.** Neither Party will make any change in the design, construction, or normal operation of the facilities at or connected to the Point of Interconnection that may adversely affect the other Party's system, without the mutual agreement of the Parties, except as otherwise provided herein or as required by Applicable Legal and Electrical Requirements.

2.5 **Data Requirements.** Each Party shall furnish to the other Party appropriate and reasonable real-time data for the facilities located at or connected to the Point of Interconnection for operational or other purposes consistent with Good Utility Practice and ERCOT Requirements.

2.6 **Continued Operation.** Each Party acknowledges that the continued operation of such Party's facilities is critical to the other Party's facilities. Each Party is hereby obligated to ensure that its facilities remain functional and used for providing transmission service, except (i) during times of repair and/or maintenance, (ii) during an emergency to ensure safety or prevent loss of life or property, (iii) as otherwise mutually agreed by the Parties, or (iv) as otherwise directed by ERCOT or a governmental authority having jurisdiction pursuant to a final, non-appealable order. Each Party is prohibited from taking its facilities out of service, except on a temporary basis in accordance with Applicable Legal and Electrical Requirements and ERCOT Requirements, without written consent and agreement from the other Party. Breach of any of the obligations or prohibitions contained in this Section 2.6 shall entitle the non-breaching Party to recover any and all damages arising therefrom, whether at law or in equity, and whether characterized as direct damages or indirect, incidental, or consequential damages, including without limitation costs, expenses, reasonable attorneys' fees and lost profits.

3. **System Operations.** Each Party covenants and agrees to maintain and operate, or cause the maintenance and operation of, its transmission system and related facilities so as to reasonably minimize the likelihood of a disturbance, originating in the system of one Party, negatively affecting or impairing the system of the other Party. Unless otherwise provided by the Facility Schedule or mutually agreed by the Parties in writing, each Party shall operate the facilities within its transmission network. The Parties will, consistent with Good Utility Practice, coordinate their operations to maintain continuity of services to their respective customers to the extent practicable. The Parties will, to the extent necessary to support continuity of operations, coordinate the operation on the facilities they operate in the proximity of the Point of Interconnection which may reasonably be expected to affect the operation of facilities on the other Party's system.

4. **Compliance Responsibilities.** CTT and Garland shall communicate and coordinate regarding outages, facility ratings, or other criteria as required.

5. **Term, Termination, and Regulatory Filing.**

5.1 **Term and Regulatory Filing.** This Agreement becomes effective on the date of execution by both Parties and will remain in full force and effect until terminated in accordance with this Section 5. After execution of this Agreement by both Parties, either Party may file a copy of this Agreement with the PUCT.

5.2 **Event of Default.** As used herein, the term "Event of Default" shall mean any failure of a Party to perform any material obligation as and when provided herein, or any breach by such Party of a material provision or term of this Agreement, and either (a) such failure or breach continues unremedied for a period of thirty (30) days after receipt by the defaulting Party of written notice from the other Party identifying such failure or breach or (b) if such failure or breach is not capable of being cured within such thirty (30) day period, the defaulting Party (i) fails to commence to cure such failure or breach within such thirty (30) day period, (ii) fails to thereafter diligently proceed to cure such failure or breach or (iii) such failure or breach continues unremedied for a period of two hundred ten (210) days after receipt by the defaulting Party of written notice from the other Party identifying such failure or breach.

5.3 **Termination.** This Agreement may be terminated at any time upon the mutual written agreement of the Parties, which agreement shall specify the effective date of such termination. Under no other circumstances shall this Agreement terminate or expire unless so ordered by a regulatory authority having jurisdiction over the matters addressed herein.

5.4 **Effect of Termination.** In the event of a termination under this Section 5, this Agreement shall terminate on the effective date specified therefor in the termination agreement or order of a regulatory authority, as the case may be. The following rights and obligations of the Parties hereunder shall survive termination of this Agreement: (a) rights and obligations accrued as of the termination, (b) rights and obligations arising out of events occurring prior to the termination, (c) rights and obligations under Sections 4, 7, 8, 10, 11 and 13 through 25, and (d) all other rights and obligations of

the Parties which by their terms, nature or by implication are expressly stated to, or are intended to, survive termination.

6. **Other Services.** This Agreement is applicable only to the interconnection of the facilities of the Parties at the Point 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 it may desire from the other Party or any third party.

7. **Service Regulations.** All transmission services will be provided and charged under agreements separate from this Agreement in accordance with PUCT Substantive Rules pertaining to these services and the approved tariffs of the Parties, except for those services, if any, set forth in the Facility Schedule.

8. **Governing Law and Regulatory Authority; Waiver of Immunity.** This Agreement shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Texas, without regard to any conflicts of laws principles that could require application of the laws of any other jurisdiction. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction. Garland hereby stipulates, agrees and acknowledges as follows: (i) this Agreement is a written contract stating the essential terms of the agreement for providing goods or services to Garland that is properly executed on behalf of Garland under Section 271.151(2)(A) of the Texas Local Government Code; (ii) in addition to any other rights and remedies available at law or in equity to CTT (including mandamus, quantum meruit or other equitable remedies), to the extent authorized by Section 271.153 of the Texas Local Government Code or other applicable law, CTT shall have the right to seek a monetary award in an adjudication against Garland for breach of this Agreement; (iii) the amounts to be paid by Garland under this Agreement constitute the balance due and owed by Garland under this Agreement and not consequential or exemplary damages; and (iv) any monetary award or damages to be paid by Garland pursuant to this Agreement shall be paid from Garland's net transmission income or other legally available revenues (but expressly excluding tax revenues).

9. **Amendment.** This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10. **Entirety of Agreement and Prior Agreements Superseded.** This Agreement, including the Facility Schedule, which is expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Point 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 not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, and all such prior agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements,

including rights-of-ways and agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

11. **Notices.**

11.1 Except as expressly provided in Section 11.2, whenever this Agreement requires or permits any consent, approval, notice, request, statement or demand from one Party to another, the consent, approval, notice, request, statement or demand must be in writing to be effective and shall be deemed to be delivered and received if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, when actually received by the Party to whom notice is sent at the address of such Party set forth below:

If to CTT:

Cross Texas Transmission, LLC
3469 S. Loop 335 East
Amarillo, TX 79118
Attn: Director, Operations & Maintenance

with a copy to:

Cross Texas Transmission, LLC
16150 Main Circle Drive, Suite 310
Chesterfield, MO 63017
Attn: V.P. & Managing Counsel

If to Garland:

City of Garland, Texas
Garland Power & Light
217 N. Fifth Street
Garland, TX 75040

with a copy to:

Brad Neighbor
City Attorney, City of Garland
200 N. 5th Street
Garland, TX 75040

11.2 Notices and communications involving real-time operations shall be made to the Parties' respective system operators as follows:

If to CTT:

Cross Texas Transmission, LLC
Operational contact: CTT Operator
24 hour phone: 512-982-5800 (primary) or 512-982-5700 (backup)
Email: operations@crosstexas.com

If to Garland:

City of Garland, Texas d/b/a Garland Power & Light
24 hour phone: 972-205-3063
Email: mcarter@gpltexas.org

11.3 The above-listed names, titles, addresses and phone numbers of a Party may be changed by written notification from such Party to the other Party in accordance with this Section 11.

12. **Force Majeure.**

12.1 **Force Majeure Defined.** As used herein, the term "Force Majeure Event" shall mean events and circumstances arising after the date hereof that are beyond the reasonable control of the Party claiming the Force Majeure Event, are unavoidable or could not be prevented or overcome by reasonable efforts and due diligence of the Party claiming the Force Majeure Event and prevents or materially affects such Party in the performance of its obligations in accordance with this Agreement. Without limiting the generality of the foregoing, events that may give rise to a Force Majeure Event include, without limitation, acts of God, natural disasters, fires, earthquakes, lightning, floods, storms, abnormal weather conditions, civil disturbances, riots, war, terrorist activity, sabotage, strikes, lockouts or other labor disputes, and the action of or failure to act on the part of any regulatory authority having or asserting jurisdiction that is binding upon the Parties and has been opposed by all reasonable means, but does not include events and circumstances that affect the cost or availability of equipment, labor, materials or supplies of the Party desiring to claim a Force Majeure Event.

12.2 **Performance Excused.** To the extent provided herein, neither Party shall be responsible or liable for, or deemed in breach of this Agreement because of any failure or delay in complying with its obligations or any provision hereunder to the extent that such failure or delay has been caused by a Force Majeure Event, and in such event: (a) except as otherwise provided herein, the performance by the Party claiming the Force Majeure Event of its obligations hereunder shall be suspended on the condition that: (i) such Party promptly gives the other Party written notice of the occurrence of a Force Majeure Event, together with all reasonable and appropriate supporting documentation,

and thereafter keeps the other Party informed with respect thereto; (ii) such suspension of performance shall be of no greater scope and of no longer duration than is required by the effects of the Force Majeure Event; and (iii) the Party claiming the Force Majeure Event uses its commercially reasonable efforts promptly and diligently to remedy its inability to perform; and (b) except as otherwise provided herein, the performance by the Party not claiming the Force Majeure Event of its obligations hereunder shall be suspended to the extent such Party is unable to perform such obligations as a result of the other Party's suspension of obligations pursuant to the preceding clause (a); provided that such suspension of performance shall be of no greater scope and of no longer duration than is required by any suspension of performance pursuant to the preceding clause (a).

12.3 Performance Not Excused. A Party shall not be excused under this Section 12 from timely performance of its obligations hereunder to the extent that the claimed Force Majeure Event was caused by any negligent or intentional acts, errors, or omissions, or for any breach or default of this Agreement, by such Party.

13. No Third-Party Beneficiaries. Except for the rights of the Indemnified Parties under Section 16, this Agreement is not intended to, and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

14. Taxes. Each Party shall be responsible for the taxation, if applicable, related to its ownership of any equipment or facilities located at or connected to the Point of Interconnection and shall be solely responsible for payment of any such taxes lawfully imposed on or assessed against its interest in such equipment or facilities. If a Party is required to remit or pay taxes that are the other Party's responsibility hereunder, the Party responsible for such taxes shall reimburse the other Party for such taxes within thirty (30) days after receipt of written demand therefor.

15. No Waiver. No delay, failure or refusal on the part of a Party to exercise or enforce any right under this Agreement shall impair such right or be construed as a waiver of such right or any obligation of the other Party, nor shall any single or partial exercise of any right hereunder preclude other or further exercise of any right. The failure of a Party to give notice to the other Party of a breach of this Agreement shall not constitute a waiver thereof. Any waiver of any obligation or right hereunder shall not constitute a waiver of any other obligation or right, then existing or arising in the future. To be effective, a waiver of any obligation or right must be in writing and signed by the Party waiving such obligation or right.

16. INDEMNIFICATION. EACH PARTY (THE "INDEMNIFYING PARTY") SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY, ITS AFFILIATES, AND ITS AND ITS AFFILIATES' RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS (INCLUDING CLAIMS AND ACTIONS RELATING TO INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY), DEMANDS, LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, COSTS AND EXPENSES (INCLUDING JUDGMENTS,

COSTS AND REASONABLE ATTORNEYS' FEES) INCURRED BY OR ASSERTED AGAINST SUCH INDEMNIFIED PARTIES, OR ANY OF THEM, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT (INCLUDING IN CONNECTION WITH THE DESIGN, INSTALLATION, CONSTRUCTION OR OPERATION OF ITS TRANSMISSION SYSTEMS AND FACILITIES DURING THE TERM OF THIS AGREEMENT), WHERE AND TO THE PROPORTIONATE EXTENT SUCH CLAIM, LIABILITY, OBLIGATION, LOSS, DAMAGE, COST OR EXPENSE IS CAUSED BY THE WILLFUL MISCONDUCT, NEGLIGENCE OR OTHER FAULT OF THE INDEMNIFYING PARTY (INCLUDING ITS AND ITS AFFILIATES' RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND CONTRACTORS).

17. **Remedies.** All rights and remedies of the Parties shall be cumulative, and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of one right or remedy shall not be deemed to be an election of such right or remedy or to preclude or waive the exercise of any other right or remedy. The non-defaulting Party's rights under this Agreement are in addition to and not in limitation or exclusion of, any other rights the non-defaulting Party has, whether by contract, operation of law, in equity or otherwise.

18. **Non-Dedication of Systems.** 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 other Party, and it is understood and agreed that any such undertaking shall cease upon the termination of this Agreement.

19. **Relationship Of Parties.** It is not the intention of the Parties to create, nor shall this Agreement be construed as creating, a partnership, association, joint venture or trust, as imposing a trust or partnership covenant, obligation or liability on or with regard to the Parties or as rendering the Parties liable as partners or trustees. Neither Party shall be under the control of or shall be deemed to control the other Party. Neither Party as such shall be the agent of or have a right or power to bind the other Party.

20. **Assignment.** Except as expressly permitted in this Agreement, neither Party shall assign this Agreement or any portion hereof, or any of the rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided that neither Party will be required to consent to any assignment which would, in its reasonable determination, subject it to additional federal or state regulation, subject it to the imposition of material additional costs of performance which the Party requesting assignment does not agree to reimburse, or diminish the reliability of its transmission system. 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 written consent of the other Party, its interest in this Agreement, in whole or in part, to a successor that has acquired an interest in the transmission facilities that are subject to this Agreement; provided that such transaction has been approved by the PUCT to the extent required under applicable law. This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the Parties.

21. **Severability.** If any provision of this Agreement, or the application of any provision hereof to any Party or circumstance, is held to be illegal, invalid or unenforceable, such provision or the application of such provision, as the case may be, shall be fully severable, and the application of the remainder of such provision to such Party or circumstance, the application of such provision to the other Party or other circumstances, and the remainder of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or application of such provision, as the case may be, or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision or application of such provision, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

22. **WAIVER OF CONSEQUENTIAL DAMAGES.** EXCEPT AS PROVIDED IN SECTION 2.6 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR COSTS OF THE OTHER PARTY OR ITS AFFILIATES, WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, INTENTIONAL TORT OR STRICT LIABILITY), WARRANTY, COMMON LAW, STATUTE OR OTHERWISE, AND EACH PARTY HEREBY WAIVES, RELEASES AND DISCHARGES ANY AND ALL SUCH INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE AND INCIDENTAL DAMAGES AND COSTS. FOR PURPOSES HEREOF, CONSEQUENTIAL DAMAGES SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF REVENUE, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION AND OPPORTUNITY. WITH RESPECT TO THIS SECTION ONLY, THE TERM "PARTY" IS INTENDED TO MEAN THAT THE PARTY'S AND ITS AFFILIATES' RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, CONSULTANTS AND AGENTS ARE ENTITLED TO THE PROTECTIONS AVAILABLE UNDER THIS SECTION.

23. **Interpretation.** Unless the context of this Agreement otherwise requires: (a) the headings contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement between the Parties, nor should they be used to aid in any manner to construe or interpret this Agreement; (b) references to "includes," "including" and similar phrases shall mean "including, without limitation"; (c) the terms "hereof," "herein," "hereto," "hereunder," and similar words refer to this entire Agreement and not to any particular Article, Section, Exhibit, Facility Schedule or any other subdivision of this Agreement; (d) reference to "Agreement" or any other agreement or document shall be construed as a reference to such agreement or document as the same may be amended, modified, supplemented or restated, and shall include a reference to any document which amends, modifies, supplements or restates, or is entered into, made or given pursuant to or in accordance with its terms; (e) references to any Party shall be construed as a reference to such Party's successors and permitted assigns; (f) the number of all words shall include the singular and plural words; and (g) for the purposes of determining rights, responsibilities and compliance with this Agreement, reference to any law, rule, regulation, code or standard, including Good Utility Practice, the National Electrical Safety Code (as approved by ANSI), NERC Standards, ERCOT Requirements and PUCT Substantive Rules, shall be construed as a reference to such law, rule, regulation, code or standard, as the same may have been amended,

modified or re-enacted, in effect at the time the relevant action is taken, or required to be taken, or otherwise at the applicable point in time.

24. **Definitions.** Unless the context requires otherwise, each term contained in this Agreement with its initial letter capitalized and not otherwise defined herein shall have the meaning set forth below:

“Agreement” shall mean this Interconnection Agreement, including all Exhibits and the Facility Schedule attached hereto, and any and all schedules, attachments and amendments hereafter made in accordance with this Agreement, all of which are incorporated herein and constitute a single, integrated agreement.

“ANSI” shall mean the American National Standards Institute.

“Applicable Legal and Electrical Requirements” shall mean, collectively, Good Utility Practice, the National Electrical Safety Code (as approved by ANSI), the NERC Standards, ERCOT Requirements, PUCT Substantive Rules and any and all laws, statutes, acts, constitutions, ordinances, rules, regulations, codes, orders, decrees, injunctions, licenses, permits, consents, approvals, authorizations, agreements or regulations of any federal, state, county, city, municipal, tribal or local government authority or commission having jurisdiction over a Party or the Point of Interconnection.

“ERCOT” means the Electric Reliability Council of Texas, Inc., a Texas non-profit corporation, or its successor.

“ERCOT Requirements” means, collectively, (i) the ERCOT Protocols adopted by ERCOT, including any attachments or exhibits referenced therein, as amended from time to time, that contain the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, (ii) the ERCOT Operating Guides, which supplement the ERCOT Protocols and describe the working relationship between ERCOT and entities within the ERCOT system, and (iii) any other documents adopted by ERCOT or the ERCOT Independent System Operator relating to the interconnection and operation of transmission systems in ERCOT.

“Facility Schedule” shall mean the addendum to this Agreement that describes the Parties’ agreement on ownership, control, location, operation, maintenance and repair responsibilities of the Parties, and any additional terms and conditions that apply specifically to the Point of Interconnection.

“FERC” shall mean the Federal Energy Regulatory Commission or its successor.

“Good Utility Practice” shall have the meaning set forth in PUCT Substantive Rule §25.5, or its successor in function.

“NERC” shall mean the North American Electric Reliability Corporation.

“Point of Interconnection” shall mean the interconnection location specified in the Facility Schedule where the electrical systems of the Parties are or may be connected.

"PUCT" shall mean the Public Utility Commission of Texas or its successor.

"PUCT Substantive Rules" shall mean the substantive rules of the PUCT.

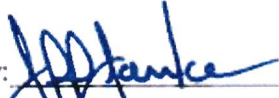
25. **Multiple Counterparts.** This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

26. **Change in Law.** In the event of a change in the Applicable Legal and Electrical Requirements or the ERCOT Requirements that results in an irreconcilable conflict or inconsistency between this Agreement and such Applicable Legal and Electrical Requirements or the ERCOT Requirements, the Parties shall negotiate in good faith to amend this Agreement to eliminate such conflict or inconsistency and, to the extent possible, maintain the original intent of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

CITY OF GARLAND, TEXAS d/b/a
GARLAND POWER & LIGHT

CROSS TEXAS TRANSMISSION, LLC

By: 
Name: JEFF JANKE
Title: GENERAL MGR & CEO


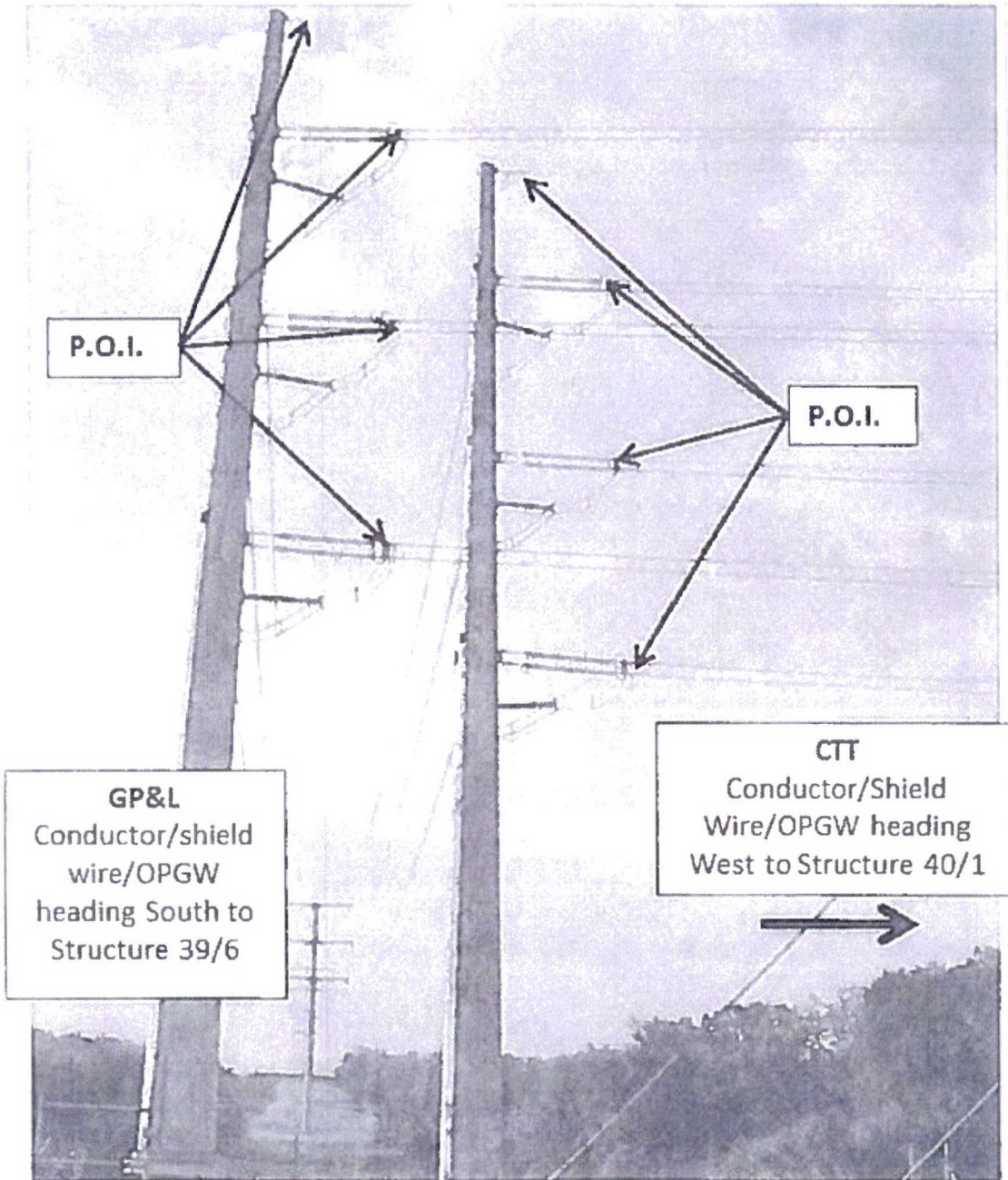
By: 
Name: B. Cameron Fredkin
Title: Senior Vice President

EXHIBIT A



**Two Pole Structure 39/7 looking South
(Poles, Insulators, & related hardware owned by GP&L).**