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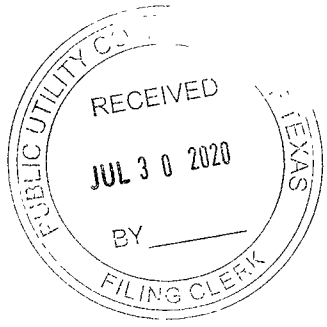


# THIRD AMENDED AND RESTATED

# INTERCONNECTION AGREEMENT

# BETWEEN

# AEP TEXAS INC.

# AND

# SHARYLAND UTILITIES, L.L.C.

**DATED:** 7/27/2020 | 11:26 AM EDT



1129 1

**THIRD AMENDED AND RESTATED**
**INTERCONNECTION AGREEMENT**
**BETWEEN**
**AEP TEXAS INC.**
**AND**
**SHARYLAND UTILITIES, L.L.C.**

This Third Amended and Restated Interconnection Agreement ("Agreement") is made and entered into as of 7/27/2020 | 11:26 AM EDT (the "Execution Date") by and between AEP Texas Inc. ("AEP") and Sharyland Utilities, L.L.C. (f/k/a Sharyland Utilities, L.P.) ("Sharyland" or "SU") hereinafter sometimes referred to each individually as a "Party" or both collectively as the "Parties".

**WITNESSETH**

WHEREAS, each Party is the owner and/or operator of transmission and/or distribution facilities and is engaged in the business of transmitting electric energy to the general public within ERCOT;

WHEREAS, the Parties entered into a Second Amended and Restated Interconnection Agreement executed on March 27, 2019 (the "Second Amended and Restated Agreement");

WHEREAS, effective as of November 21, 2019 AEP acquired certain 12.5 kV distribution assets that are served from Sharyland's Taylor Substation, Railroad Substation and Bentsen Substation (the "Acquired Assets");

WHEREAS, the Parties desire to amend and restate the Second Amended and Restated Agreement to reflect the changes associated with AEP's acquisition of the Acquired Assets as well as the proposed interconnections between AEP and Sharyland associated with Sharyland's Stillman substation;

WHEREAS, in connection with AEP's acquisition of the Acquired Assets, the Parties desire to amend and restate the Second Amended and Restated Agreement to (i) add the five (5) newly acquired 12.5 kV distribution assets outside the Taylor Substation to the existing Taylor Facility Schedule No.3; (ii) add Facility Schedule No.8 Bentsen that provides for four (4) new 12.5 kV Points of Interconnection outside SU's Bentsen Substation; and (iii) add Facility Schedule No.9 Railroad that provides a new 12.5 kV Point of Interconnection outside Sharyland's Railroad Substation;

WHEREAS, the Parties desire to amend and restate the Second Amended and Restated Agreement Interconnection Agreement to add Facility Schedule No.10 Stillman that provides for AEP's reroute and re-termination of its La Palma 138 kV transmission line and Union Carbide 138 kV transmission line from the Loma Alta station into SU's Stillman substation; and

WHEREAS, the Parties desire to interconnect their respective transmission and distribution 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.

1.2 After execution by both Parties, AEP will file this Agreement with FERC and will provide a copy of this Agreement to 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.

1.3 Subject to Section 1.1, this Agreement shall become effective on the Execution Date, or upon such other date specified by FERC (the "Effective Date"). The Parties shall request FERC to make the Effective Date be the Execution Date.

1.4 Unless otherwise mutually agreed, this Agreement shall remain in effect for a period of five (5) years from the Effective Date, and shall continue in effect thereafter unless canceled by either mutual agreement or by either Party upon at least twenty-four (24) months written notice to the other Party. Upon termination of all Facility Schedules in this Agreement or this Agreement in its entirety has been terminated, each in accordance with the terms 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' Systems will be interconnected and to identify the Systems provided by each Party at the Points of Interconnection.

2.2 This Agreement shall apply to the ownership, design, construction, control, 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 Third 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 FERC means the Federal Energy Regulatory Commission or its successor in function.

3.6 Good Utility Practice shall have the meaning ascribed thereto in PUCT Rule 25.5(56) or its successor.

3.7 NERC means the North American Electric Reliability Corporation or its successor in function.

3.8 NERC Reliability Standards means the electric reliability standards enforced by NERC.

3.9 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.

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

3.11 System means the electrical transmission and/or distribution facilities and equipment of either Party.

## ARTICLE IV – ESTABLISHMENT, MODIFICATION, 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 specified in Exhibit A and in accordance with the terms and conditions specified in this Agreement 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 or distribution 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. Prior to such addition, deletion or status change of a Point of Interconnection, the Parties shall engage in coordinated joint planning studies to evaluate the impact of such addition, deletion or status change and identify any mitigation measures (including but not limited to new or upgraded facilities) that might be needed in conjunction therewith. Such Point of Interconnection will not be connected, disconnected, or the normal status changed until the evaluation process described in the preceding sentence has been completed, all required mitigating measures have been implemented, any required regulatory

approval, if required, either Party has been obtained, and the appropriate Facility Schedule has been added, terminated, or amended, as the case may be. 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 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 other Party. The Party operating those facilities will operate within those limits in accordance with NERC and ERCOT requirements.

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, with timely prior notice, 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 1) to sell such facilities to the other Party, if the other Party wishes to purchase such facilities, or 2) to 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, telemetering 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 telemetering and 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 TELEMETERING FACILITIES

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

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

## ARTICLE IX - INDEMNIFICATION

**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 attention of the individual (by name or title) designated below:

If to Sharyland:

Sharyland Utilities, L.L.C.
Stan Hollowell
Director, Systems and Controls
1900 N. Akard Street
Dallas, TX 75201
214-978-8993
shollowell@huntutility.com

With copy to:

Sharyland Utilities, L.L.C.
Attention: Legal
1900 N. Akard Street
Dallas. Texas 75201
Tele: (214) 978-8958
huslegal@huntutility.com

If to AEP:

American Electric Power Service Corporation
Director, System Interconnections
Robert Pennybaker
212 E. 6th Street
Tulsa, Oklahoma 74119
918-599-2723
rlpennybaker@aep.com

With copy to:

American Electric Power Service Corporation
Manager, Transmission Customer Engagement
212 E. 6th Street
Tulsa, OK 74119
naward@aep.com

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. Any attempted assignment that violates this Section 11.2 shall be void and ineffective *ab initio*.

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.

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

**AEP TEXAS INC.**

DS

By: DocuSigned by: Robert W Bradish
CE4ED3037D3440A

Name: Robert W. Bradish
Title: Vice President

Dated: 7/27/2020 | 11:26 AM EDT

**SHARYLAND UTILITIES L.L.C.**

By: _____

Name: Stan Hollowell
Title: Director, Systems and Controls

Dated: 7/24/2020

## EXHIBIT A

| Facility Schedule No. | Name of Point of Interconnection (# of Points) | Delivery Voltage [kV] | LDF Charge Type | Meter Voltage [kV] | Metering Installed Cost | Estimated Peak Load [kW] |
|---|---|---|---|---|---|---|
| | | | | | | |
| 1 (terminated) | POI No.1 (0) | - | - | - | - | - |
| 2 (terminated) | Las Cruces (0) | - | - | - | - | - |
| 3 | Taylor (7) | 138 and 12.5 | - | 138 and 12.5 | - | 19,000 |
| 4 | South McAllen (1) | 138 | - | 138 | - | 95,000 |
| 5 | South Mission (2) | 138 | - | 138 | - | 21,000 |
| 6 | Frontera (1) | 138 | - | 138 | - | 70,000 |
| 7 (terminated) | Bluff Creek (0) | - | - | - | - | - |
| 8 | Bentsen (4) | 12.5 | - | 12.5 | - | 10,000 |
| 9 | Railroad (1) | 12.5 | - | 12.5 | - | 2,000 |
| 10 | Stillman (2) | 138 | - | 138 | - | - |

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**FACILITY SCHEDULE NO. 1**

**POI No.1**

**TERMINATED**

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16

# FACILITY SCHEDULE NO. 2

## Las Cruces

## TERMINATED

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## FACILITY SCHEDULE NO. 3

1. **Name:** **Taylor**

2. **Facility Location:** SU's Taylor Substation ("Substation") (26° 10' 35.44" N., 98° 16' 51.21" W.) is located southeast of McAllen, Texas in Hidalgo County.

   2.1. There are two (2) 138 kV Points of Interconnection approximately eight hundred (800) feet outside the Substation where 1) SU's 138 kV transmission line from the Substation terminates on AEP's dead-end structure that terminates AEP's Frontera Switch Station 138 kV transmission line, and 2) SU's 138 kV transmission line from the Substation terminates on AEP's dead-end structure that terminates AEP's South McAllen Substation. More specifically, the Points of Interconnection are where AEP's jumpers at AEP's dead-end structures physically connect to each conductor of SU's 138 kV transmission line.

   2.2. There are four (4) 12.5 kV underground Points of Interconnection outside the Substation fence where 1) SU's underground 12.5 kV feeder No.1 conductors from breaker TLR1101 terminate in the Substation side of AEP's underground pull-vault No.1, 2) SU's underground 12.5 kV feeder No.2 conductors from breaker TLR1102 terminate in the Substation side of AEP's underground pull-vault No.2, 3) SU's underground 12.5 kV feeder No.4 conductors from breaker TLR1104 terminate in the Substation side of AEP's underground pull-vault No.4, 4) SU's underground 12.5 kV feeder No.6 conductors from breaker TLR1106 terminate in the Substation side of AEP's underground pull-vault No.6. More specifically, the underground Points of Interconnection 1 through 4 above are where SU's conductors terminate on the terminal strip at each of AEP's underground pull-vaults.

   2.3. There is one (1) 12.5 kV overhead Point of Interconnection outside the Substation fence where SU's underground 12.5 kV feeder No.5 conductors from breaker TLR1105 terminate on the Substation side of AEP's disconnect switch mounted at the top of AEP's first distribution pole outside the Substation fence. More specifically, the Point of Interconnection is where AEP's jumpers from AEP's disconnect switch physically connect to SU's conductors that terminate on AEP's first distribution pole outside the Substation.

3. **Delivery Voltage:** 138 kV and 12.5 kV

4. **Metered Voltage:** 138 kV [SU] and 12.5 kV [SU]

5. **Loss Adjustment Due to Meter Location:** None

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

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

8. **Facilities Ownership Responsibilities of the Parties:**

**8.1. SU agrees that it owns the following 138 kV facilities:**

i. The 138 kV ring bus Substation, including 138 kV breakers and protective equipment
ii. One (1) multi-ported remote terminal unit ("RTU") and associated interface equipment
iii. One (1) dial-up communication circuit for remote meter reading
iv. One (1) telephone company interface box
v. Conduit, cable, foundations, structures, junction boxes and panels required for metering and RTU equipment
vi. Fiber optic communications circuits between the Taylor Substation and the South McAllen to Frontera OPGW fiber circuits, including OPGW termination equipment
vii. Approximately 800 feet or less than 2 spans of a 138 kV transmission line from AEP's Frontera Switch Station 138 kV transmission line to the Substation
viii. Approximately 800 feet or less than 2 spans of a 138 kV transmission line from AEP's McAllen Substation 138 kV transmission line to the Substation

**8.2 SU agrees that it owns the following 12.5 kV facilities:**

i. The 12.5 kV distribution side of the Substation and all facilities within it
ii. The underground conductors from the Substation to AEP's underground pull-vaults
iii. The 12.5 kV metering equipment, including PT's and CT's.
iv. The underground 12.5 kV conductors from the Substation to the first distribution pole outside the Substation
v. The conduit riser on AEP's distribution pole outside the Substation

**8.3 AEP agrees that it owns the following 138 kV facilities:**

i. Two (2) Points of Interconnection dead-end structures
ii. The jumpers at AEP's dead-end structures that physically connect to each conductor of SU's 138 kV transmission lines
iii. One (1) multi-port RTU, separate from SU's RTU, within the Substation

**8.4 AEP agrees that it owns the following 12.5 kV facilities:**

i. The underground pull-vaults
ii. All the 12.5 kV distribution equipment beyond where SU's 12.5 kV conductors terminate outside the Substation
iii. The overhead disconnect switch on the first distribution pole outside the Substation
iv. The first distribution pole outside the Substation

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

Each Party will operate those facilities it owns.

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

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

**11. Estimated Peak Load:** 19,000 kW

**12. Other Terms and Conditions:**

12.1. Metering services will be provided by SU

12.2. Metering shall be provided on the 12.5 kV bus

12.3 Nothing in this Agreement modifies or amends the roles and responsibilities or terms and conditions set forth in the Operational Procedures and Guidelines Agreement established for the five (5) 12.5 kV Points of Interconnection within this Facility Schedule.

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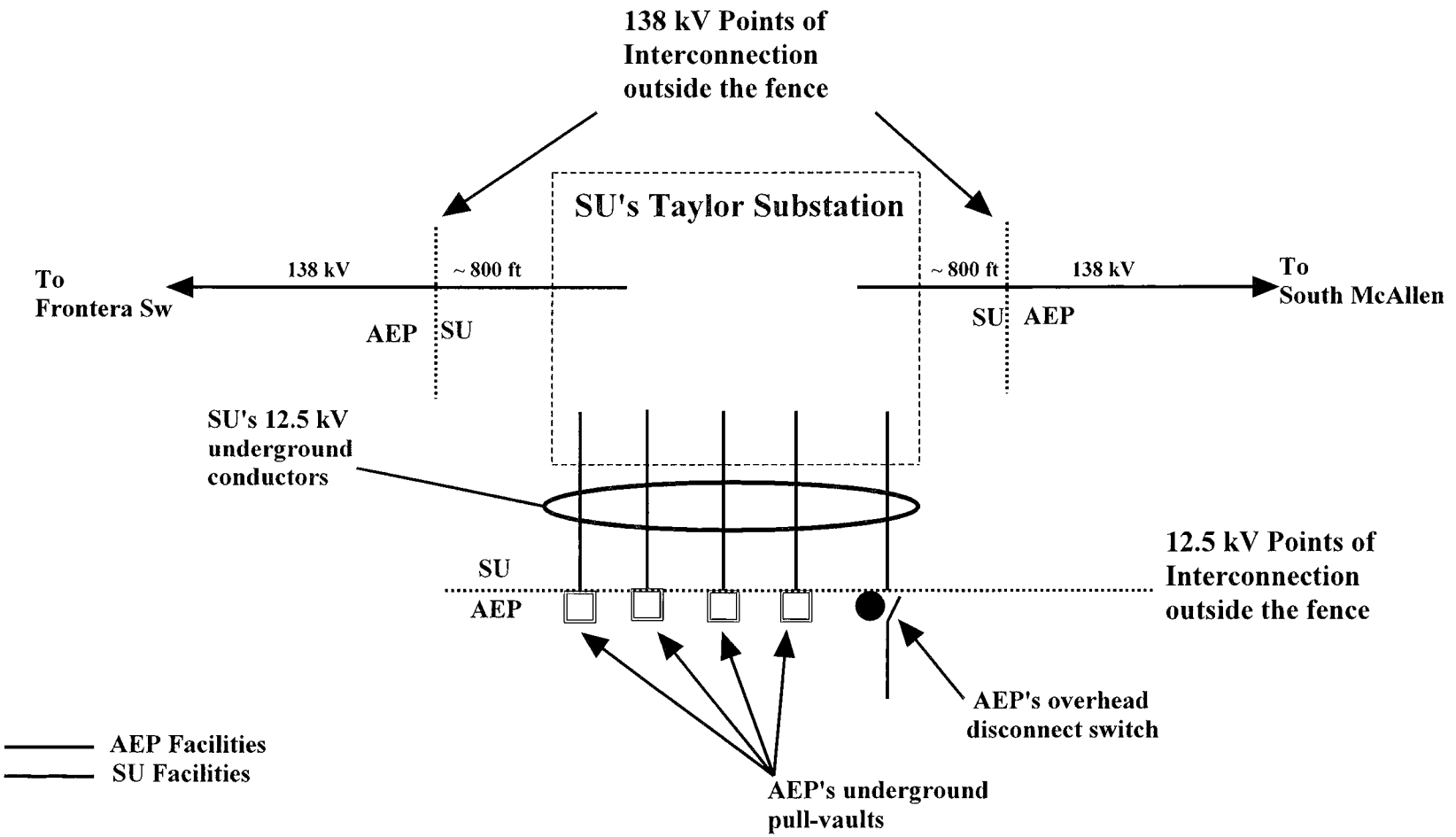
**FACILITY SCHEDULE NO. 3 (continued)**
One-Line Diagram




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



21

## FACILITY SCHEDULE NO. 4

1. **Name:** **South McAllen**

2. **Facility Location:** The South McAllen Substation ("Substation") is located near the intersection of State Hwy 115 (S. Depot Rd) and FM 1016 (Military Hwy) in McAllen, Hidalgo County, Texas. There is one (1) Point of Interconnection at the dead-end structure within the Substation. More specifically, the Point of Interconnection is located where AEP's jumper conductors at the dead-end structure physically connect to SU's Bentsen 138 kV transmission line.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** 138 kV

5. **Loss Adjustment Due to Meter Location:** None

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

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

8. **Facilities Ownership Responsibilities of the Parties:**

   **8.1. AEP agrees that it owns the following facilities:**

   i. The Substation and all the facilities within it
   ii. The dead-end structure and insulators within the Substation that terminate SU's 138 kV transmission line from SU's Bentsen substation
   iii. The jumpers at AEP's dead-end structure that physically connect to each conductor of SU's 138 kV transmission line.
   iv. Any distribution circuit(s), including cross arms and conductors, installed by AEP on the portion of the South McAllen–Bentsen 138 kV transmission line from South McAllen to the 90 degree Bentsen Road tap dead-end structure
   v. A remote terminal unit ("RTU")

   **8.2. SU agrees that it owns the following facilities:**

   i. The 138 kV transmission line from SU's Bentsen substation to the Point of Interconnection, including, transmission line easements, double circuit poles with single circuit conductors and connecting hardware
   ii. Optical ground wire between the Substation and SU's Bentsen substation

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

   Each Party will operate those facilities it owns.

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

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

**11. Estimated Peak Load:** 95,000 kW

**12. Other Terms and Conditions:**

Any additional distribution circuits to those initially installed on the under built on the portion of the South McAllen–Bentsen 138 kV transmission line from South McAllen to the 90 degree Bentsen Road tap dead-end structure will require an agreement separate from this Agreement.

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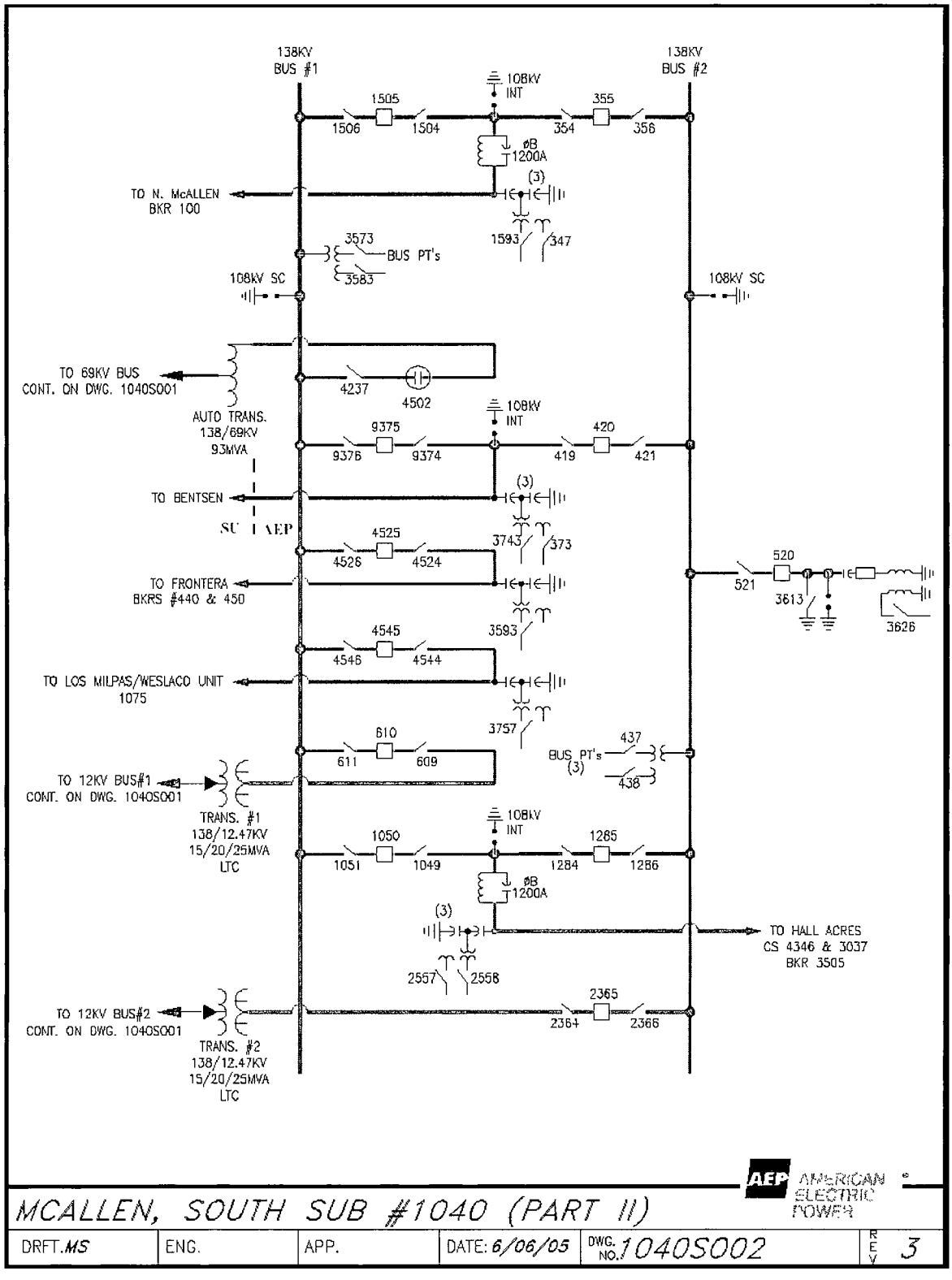
## FACILITY SCHEDULE NO. 4 (continued)

One-Line Diagram






24

# FACILITY SCHEDULE NO. 5

1. **Name:** **South Mission**

2. **Facility Location:** The South Mission Substation ("Substation") is located near the intersection of State Hwy 107 and U.S. Highway 83 in Mission, Hidalgo County, Texas. There are two (2) Points of Interconnection at 1) the line-side of the dead-end structure within the Substation that terminates SU's Frontera 138 kV transmission line, and 2) the line-side of the dead-end structure within the Substation that terminates SU's Railroad 138 kV transmission line. More specifically, the Points of Interconnection are located where AEP's jumper conductors at the dead-end structures physically connect to SU's 138 kV transmission lines.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** 138 kV

5. **Loss Adjustment Due to Meter Location:** None

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

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

8. **Facilities Ownership Responsibilities of the Parties:**

**8.1 AEP agrees that it owns the following facilities:**

i. The Substation and all the facilities within it
ii. The dead-end structure(s) and insulators within the Substation that terminate the 138 kV transmission lines
iii. The jumpers at AEP's dead-end structure that physically connect to each conductor of SU's 138 kV transmission line.
iv. Any distribution circuit(s), including cross arms and conductors, installed by AEP on the portion of the Frontera–Railroad 138 kV transmission line from Frontera to the 90 degree Bryan Road tap dead-end structure
v. A remote terminal unit ("RTU")

**8.2 SU agrees that it owns the following facilities:**

i. The 138 kV transmission line from the Frontera substation to the Point of Interconnection, including, transmission line easements, structures, conductors, and connecting hardware
ii. The 138 kV transmission line from the Railroad substation to the second Point of Interconnection, including transmission line easements, structures, conductors and connecting hardware
iii. Optical ground wire ("OPGW") between the Substation and AEP's Frontera substation

iv. OPGW between the Substation and SU's Railroad substation

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

i. AEP shall operate and control all facilities at the Substation.
ii. AEP shall operate and control the Frontera 138 kV transmission line. SU shall operate and control the Railroad 138 kV transmission line. SU shall operate and control the breakers and switches inside SU's Railroad substation.

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

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

**11. Estimated Peak Load:** 21,000 kW

**12. Other Terms and Conditions:**

Any additional distribution circuits to those initially installed on the under built on the portion of the Frontera-Railroad 138 kV transmission line from South Mission to the 90 degree Bryan Road tap dead-end structure will require an agreement separate from this Agreement.

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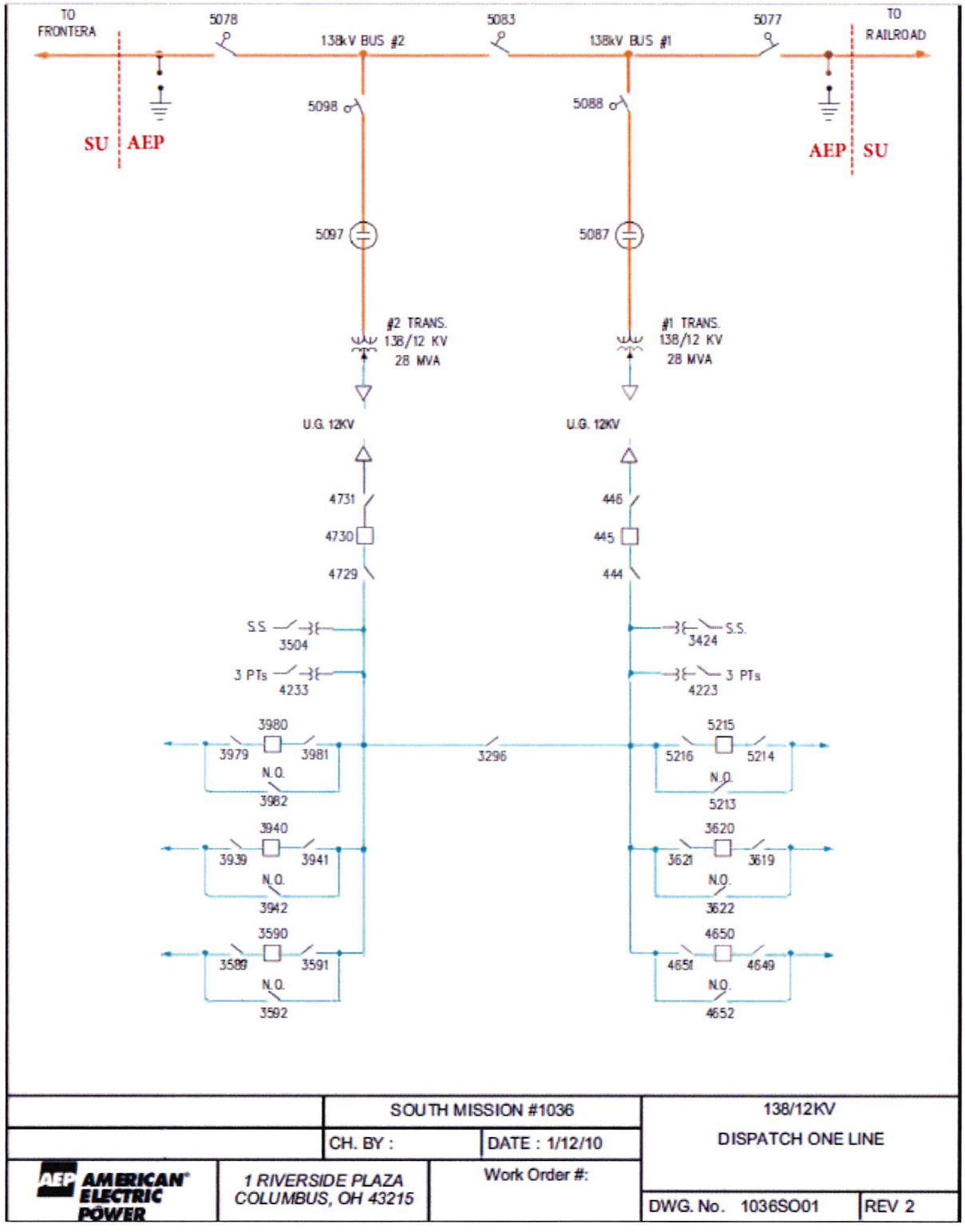
## FACILITY SCHEDULE NO. 5 (continued)

One-Line Diagram






27

# FACILITY SCHEDULE NO. 6

1. **Name:** **Frontera**

2. **Facility Location:** The Frontera Substation ("Substation") is located near the intersection of State Hwy 374 and FM 492 in Palmview, Hidalgo County, Texas. There is one (1) Point of Interconnection at the dead-end structure within the Substation. More specifically, the Point of Interconnection is located where AEP's jumper conductors at the dead-end structure physically connect to SU's South Mission 138 kV transmission line.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** 138 kV

5. **Loss Adjustment Due to Meter Location:** None

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

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

8. **Facilities Ownership Responsibilities of the Parties:**

**8.1 AEP agrees that it owns the following facilities:**

i. The Substation and all the facilities within it
ii. The dead-end structure and insulators within the Substation that terminate the 138 kV transmission line
iii. The jumpers at AEP's dead-end structure that physically connect to each conductor of SU's 138 kV transmission line.
iv. Any distribution circuit(s), including cross arms and conductors, installed by AEP on the portion of the Frontera–Railroad 138 kV transmission line from Frontera to the 90 degree Bryan Road dead-end structure

**8.2 SU agrees that it owns the following facilities:**

i. The 138 kV transmission line from the South Mission substation to the Point of Interconnection, including, transmission line easements, structures, conductors and connecting hardware
ii. Optical ground wire between the Substation and South Mission substation.

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

i. AEP shall operate and control all facilities at the Substation
ii. AEP shall operate and control the South Mission 138 kV transmission line.

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

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

**11. Estimated Peak Load:** 70,000 kW

**12. Other Terms and Conditions:**

Any additional distribution circuits to those initially installed on the under built on the portion of the Frontera-South Mission 138 kV transmission line will require an agreement separate from this Agreement.

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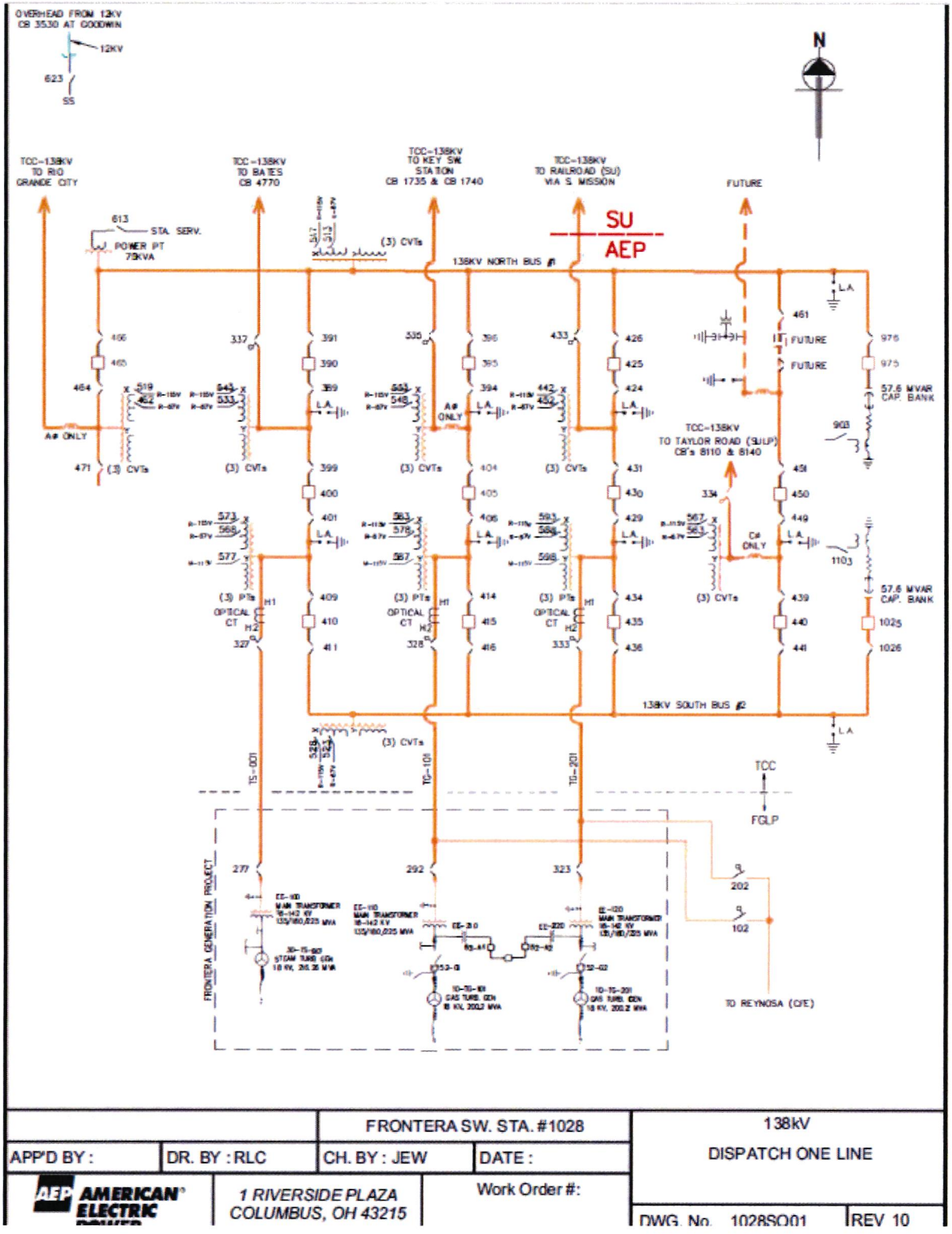
**FACILITY SCHEDULE NO. 6 (continued)**

One-Line Diagram






30

# FACILITY SCHEDULE NO. 7

**Bluff Creek**

**TERMINATED**

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# FACILITY SCHEDULE NO. 8

1. **Name:** **Bentsen**

2. **Facility Location:** SU's Bentsen Substation ("Substation") (26° 09' 02.98" N., 98° 17' 27.58" W.) is located approximately 1600 feet east of junction S Shary Rd and Old Military Hwy, southwest of McAllen, Texas in Hidalgo County.

   2.1. There are three (3) 12.5 kV underground Points of Interconnection outside the Substation fence where 1) SU's underground 12.5 kV feeder No.1 conductors from breaker BNT1101 terminate in the Substation side of AEP's underground pull-vault No.1, 2) SU's underground 12.5 kV feeder No.2 conductors from breaker BNT 1102 terminate in the Substation side of AEP's underground pull-vault No.2, 3) SU's underground 12.5 kV feeder No.5 conductors from breaker BNT1105 terminate in the Substation side of AEP's underground pull-vault No.5. More specifically, the underground Points of Interconnection No.1, 2 and 5 above are where SU's conductors are physically spliced to AEP's conductors in the underground pull-vaults.

   2.2. There is one (1) 12.5 kV underground Point of Interconnection outside the Substation fence where SU's underground 12.5 kV feeder No.4 conductors from breaker BNT1104 terminate in the Substation side of AEP's underground pull-vault No.6. More specifically, the underground Point of Interconnection No.4 above is where SU's conductors terminate on the terminal strip of AEP's switchgear above the underground pull-vault.

3. **Delivery Voltage:** 12.5 kV

4. **Metered Voltage:** 12.5 kV [SU]

5. **Loss Adjustment Due to Meter Location:** None

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

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

8. **Facilities Ownership Responsibilities of the Parties:**

   **8.1. SU agrees that it owns the following facilities:**

   i. The Substation and all facilities within it
   ii. The underground conductors from the Substation to AEP's underground pull-vaults
   iii. The 12.5 kV metering equipment, including PT's and CT's.

   **8.2 AEP agrees that it owns the following facilities:**

   i. The underground pull-vaults for feeder No.1, 2 and 5
   ii. The pull-vault and switchgear above the underground pull-vault for feeder No.4

iii. All the 12.5 kV distribution equipment beyond where SU's 12.5 kV conductors terminate outside the Substation

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

Each Party will operate those facilities it owns.

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

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

**11. Estimated Peak Load:** 10,000 kW

**12. Other Terms and Conditions:**

12.1. Metering services will be provided by SU

12.2. Metering shall be provided on the 12.5 kV bus

12.3 Nothing in this Agreement modifies or amends the roles and responsibilities or terms and conditions set forth in the Operational Procedures and Guidelines Agreement established for the four (4) 12.5 kV Points of Interconnection within this Facility Schedule.

12.4 SU is responsible for the distribution underground cable from the termination of the 12.5 kV breaker to the cable elbow termination within AEP's manhole or switchgear. It is AEP's responsibility to provide an outage to allow SU to run the cable and install the termination elbow. AEP will connect the termination elbow to AEP's manhole or switchgear.

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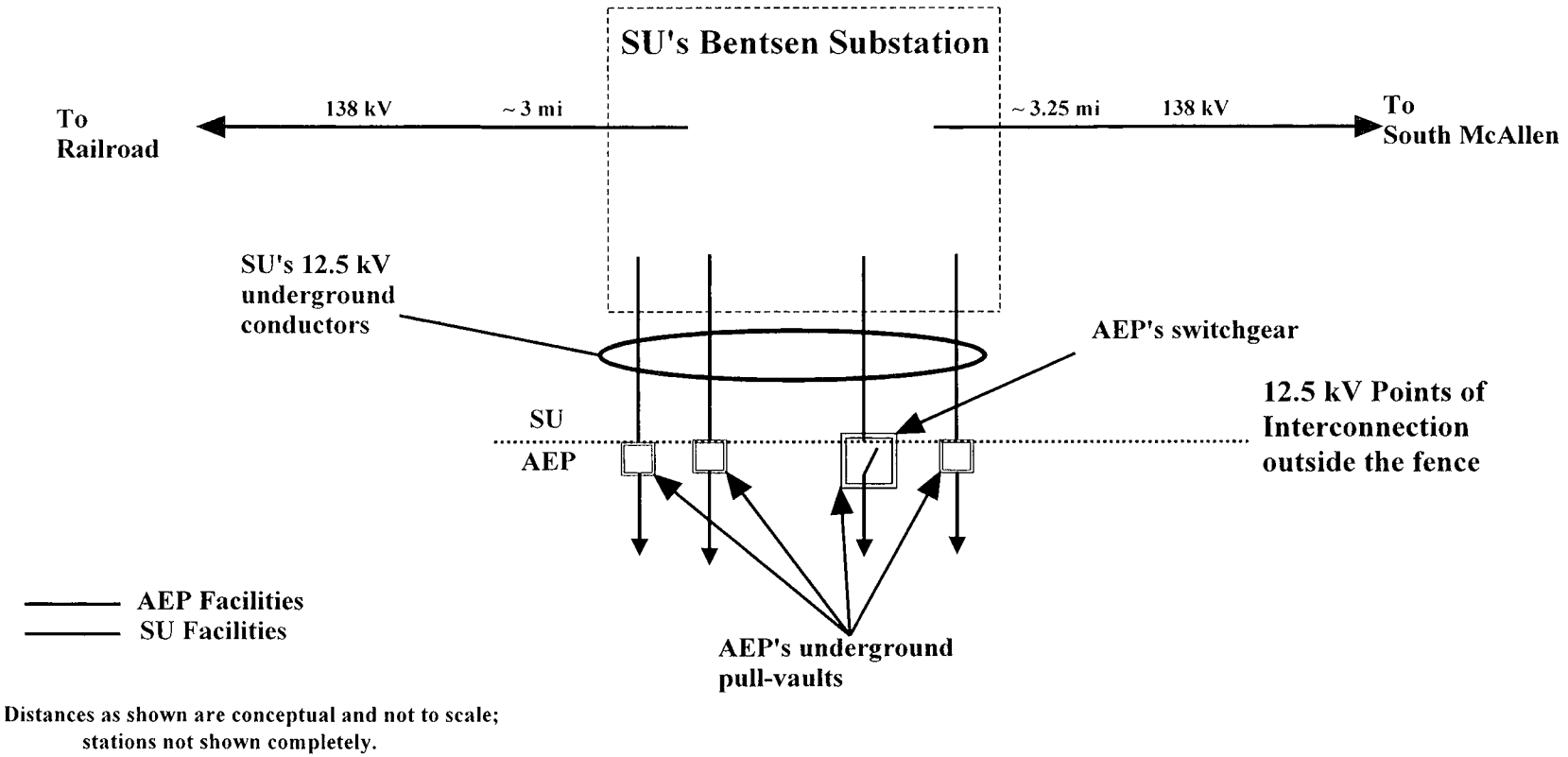
## FACILITY SCHEDULE NO. 8 (continued)

One-Line Diagram




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



34

## FACILITY SCHEDULE NO. 9

1. **Name:** **Railroad**

2. **Facility Location:** SU's Railroad Substation ("Substation") (26° 10' 02.03" N., 98° 19' 20.97" W.) is located approximately 0.25 mile south of Los Indios Rd and 0.5 mile east of S. Conway Ave. in Mission, Texas, Hidalgo County. There is one (1) 12.5 kV underground Point of Interconnection outside the Substation fence where SU's underground 12.5 kV feeder No.1 conductors from breaker RRD1101 terminates in the Substation side on the terminal strip of AEP's switchgear. More specifically, the underground Point of Interconnection is where SU's conductors terminate on the terminal strip of AEP's switchgear.

3. **Delivery Voltage:** 12.5 kV

4. **Metered Voltage:** 12.5 kV [SU]

5. **Loss Adjustment Due to Meter Location:** None

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

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

8. **Facilities Ownership Responsibilities of the Parties:**
   **8.1. SU agrees that it owns the following facilities:**
   i. The Substation and all facilities within it
   ii. The underground conductors from the Substation to AEP's switchgear.
   iii. The 12.5 kV metering equipment, including PT's and CT's.

   **8.2 AEP agrees that it owns the following facilities:**
   i. The switchgear.
   ii. All the 12.5 kV distribution equipment beyond where SU's 12.5 kV conductors terminate within AEP's switchgear

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

   Each Party will operate those facilities it owns.

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

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

11. **Estimated Peak Load:** 2,000 kW

## 12. Other Terms and Conditions:

12.1. Metering services will be provided by SU

12.2. Metering shall be provided on the 12.5 kV bus

12.3 Nothing in this Agreement modifies or amends the roles and responsibilities or terms and conditions set forth in the Operational Procedures and Guidelines Agreement established for the one (1) 12.5 kV Point of Interconnection within this Facility Schedule.

12.4 SU is responsible for the distribution underground cable from the termination of the 12.5 kV breaker to the cable elbow termination within AEP's manhole or switchgear. It is AEP's responsibility to provide an outage to allow SU to run the cable and install the termination elbow. AEP will connect the termination elbow to AEP's manhole or switchgear.

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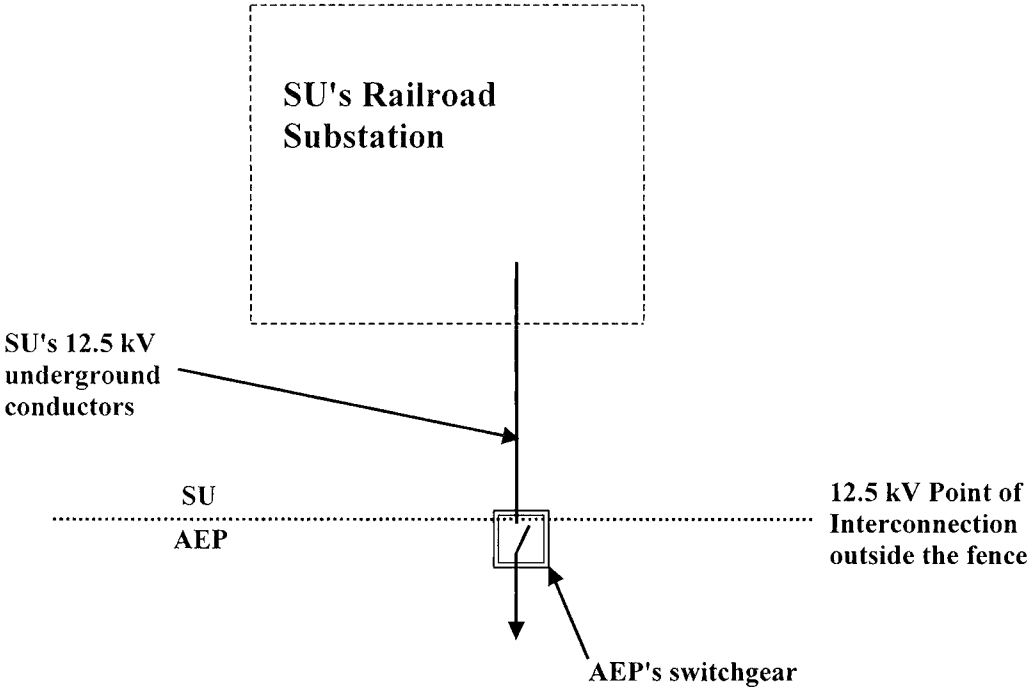
**FACILITY SCHEDULE NO. 9 (continued)**
One-Line Diagram




AEP Facilities
SU Facilities

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



37

## FACILITY SCHEDULE NO. 10

1. **Name:** **Stillman**

2. **Facility Location:** SU's Stillman Switching Station ("Station") (25° 58' 44.45" N., 97° 23' 2.56" W.) is located approximately 0.8 miles north of Brownsville-Port Isabel Hwy 48 on Cantu Rd, northeast of Brownsville, Texas in Cameron County. There are two (2) 138 kV Points of Interconnection, each of which are located outside the Station fence on AEP's dead-end structures (22/10 and 1/13). More specifically:

   2.1. The La Palma Points of Interconnection ("POI") shall be where Sharyland's 138 kV jumpers physically connect to AEP's 138 kV La Palma transmission line conductors on the La Palma side of AEP's dead-end structure (22/10) outside the Station fence.

   2.2 The Union Carbide POI shall be where Sharyland's 138 kV jumpers physically connect to AEP's 138 kV Union Carbide transmission line conductors on the Union Carbide side of AEP's first dead-end structure (1/13) outside the Station fence

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** 138 kV [La Palma and Union Carbide]

5. **Loss Adjustment Due to Meter Location:** Yes

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

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

8. **Facilities Ownership Responsibilities of the Parties:**

   **8.1. SU agrees that it owns the following facilities:**
   - i. The Station and all facilities within it
   - ii. The conductors, connecting insulators and hardware on the Station side of AEP's dead-end structures (22/10 and 1/13)
   - iii. The 138 kV jumpers at AEP's dead-end structures (22/10 and 1/13)

   **8.2 AEP agrees that it owns the following facilities:**
   - i. The 138 kV La Palma transmission line, with fiber
   - ii. The 138 kV Union Carbide transmission line, with fiber
   - iii. Two (2) dead-end structures (22/10 and 1/13) outside the Station fence
   - iv. The conductors, connecting insulators and hardware on the transmission side of AEP's dead-end structures (22/10 and 1/13)

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

Each Party will operate those facilities it owns.

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

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

**11. Estimated Peak Load:**

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

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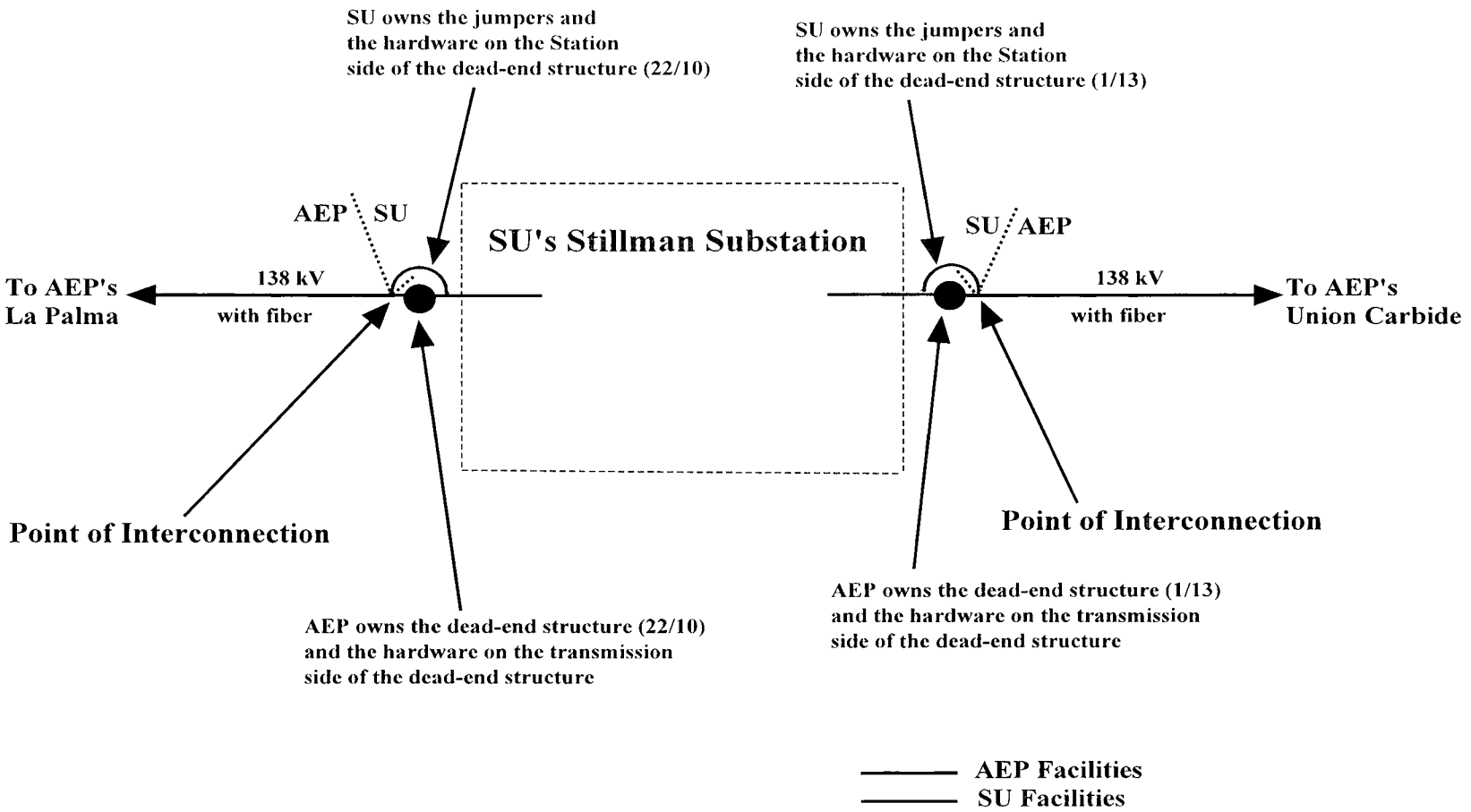
39

## FACILITY SCHEDULE NO. 10 (continued)

One-Line Diagram




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



40