



Control Number: 35077



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Washington, DC 20004-2615
AEP.com



August 14, 2020

Honorable Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, D.C. 20426

Re: *American Electric Power*, Docket No. ER20-1867-____
Service Agreement No. 83 under the Open Access Transmission Service Tariff
of the American Electric Power System:
*First Amended and Restated Interconnection Agreement among AEP Texas Inc.,
Coleman County Electric Cooperative, Inc., and Golden Spread Electric
Cooperative, Inc.*

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act¹ and Part 35 of the Federal Energy Regulatory Commission's ("Commission") rules,² and in response to the deficiency issued on July 16, 2020 in this proceeding, American Electric Power Service Corporation ("AEP"), on behalf of its affiliate AEP Texas Inc. ("AEPTX"), hereby submits for filing the following:

- Service Agreement No. 83 under the Open Access Transmission Service Tariff of the American Electric Power System ("AEP OATT"), which is a First Amended and Restated Interconnection Agreement ("Amended Agreement") dated September 1, 2020 among AEPTX, Coleman County Electric Cooperative, Inc. ("CCEC"), and Golden Spread Electric Cooperative, Inc. ("GSEC") each sometimes hereinafter referred to individually as a "Party" or referred to collectively as the "Parties".

Pursuant to Section 35.7 of the Commission's regulations³, the contents of this filing are being submitted as part of an XML filing package that conforms to the Commission's eTariff instructions. AEP has elected to submit the Amended Agreement on a whole tariff basis in .PDF format in the eTariff system.

¹ 16 U.S.C. § 824d.

² 18 C.F.R. Part 35.

Background and Reason for Filing

On May 20, 2020, AEP filed a First Amended and Restated Agreement dated May 5, 2020 (“Agreement”) in Docket ER20-1867-000 (“May 20 Filing”) which incorporated updates and/or new points of interconnection at three locations. FERC noted in its July 16, 2020 deficiency notice that the May 20 Filing did not contain a Facility Schedule No. 12, which would provide some level of detail contemplated in the Articles within the body of the Agreement.

In order to correct this deficiency, the Parties executed a new agreement that incorporates Facility Schedule 12 and AEPTX in this filing amends its May 20 Filing by replacing the May 20 Filing’s tariff record in its entirety (OBE) with the tariff record contained in this filing.

The AEP OATT applies to transmission service to AEPTX’s wholesale customers in the Electric Reliability Council of Texas. Agreements such as the Amended Agreement are transmission-related service agreements under the AEP OATT that are filed with this Commission and the Public Utility Commission of Texas (the “PUCT”). Accordingly, the Parties are submitting the Amended Agreement to the PUCT as well as this Commission.

Cost Information

Pursuant to Section 4.10 of the Amended Agreement, each Party will operate and maintain its own interconnection facilities and recover, such costs pursuant to such Party’s transmission and/or distribution service tariff(s).

Requested Effective Date of this Amended Agreement and Request for Waiver

AEP requests that the Commission grant any and all waivers of the Commission’s rules and regulations that are necessary for acceptance of this filing and the enclosed Amended Agreement. Additionally, AEP requests a waiver of the Commission’s 60-day prior notice requirement to allow an effective date of September 1, 2020. *See Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139 at 61,983-84 (1993).

AEP requests that the Commission grant an effective date of September 1, 2020 for the Amended Agreement.

Other Filing Requirements

AEP believes that the materials and information provided herewith are adequate to allow the Commission to accept this Amended Agreement for filing. To the extent that AEP has not complied with the technical requirements of the Commission’s regulations applicable to this filing, AEP respectfully requests waiver of such regulations.

Documents Submitted

In addition to this transmittal letter, AEP provides the following materials for filing:

- Amended Agreement (Clean) – Service Agreement 83
- Amended Agreement (Redline) – Service Agreement 83

Service of Notices and Correspondence

Copies of this filing have been served upon the PUCT, CCEC, and GSEC. Any correspondence regarding this matter should be directed to:

Robert L. Pennybaker, PE
Director – System Interconnections
American Electric Power Service Corporation
212 E 6th Street
Tulsa, OK 74119
rlpennybaker@aep.com

and

Stacey Burbure
Senior Counsel
American Electric Power Service Corporation
801 Pennsylvania Ave. NW, Suite 735
Washington, DC 20004-2615
slburbure@aep.com

Questions concerning this filing should be directed to me at (202) 383-3452, slburbure@aep.com or to Robert Pennybaker at (918) 599-2723, rlpennybaker@aep.com.

Respectfully submitted.

Stacey Burbure
Stacey Burbure
American Electric Power Service Corporation

Enclosures

cc: Chris Koenig (GSEC)
Robert Pennybaker (AEP)

**First Amended and Restated
Interconnection Agreement
among
AEP Texas Inc.,
Coleman County Electric Cooperative, Inc.
and
Golden Spread Electric Cooperative, Inc.**

Tariff Submitter: AEP Texas Inc.

FERC Tariff Program Name: FERC FPA Electric Tariff

Tariff Title: RS and SA

Tariff Record Proposed Effective Date: 09/01/2020

Description: SA#83

Tariff Record Title: AEPTX-Coleman County EC-Golden Spread EC IA

Option Code: A

**FIRST AMENDED AND RESTATED
INTERCONNECTION AGREEMENT
AMONG
AEP TEXAS INC.,
COLEMAN COUNTY ELECTRIC COOPERATIVE, INC.
AND
GOLDEN SPREAD ELECTRIC COOPERATIVE, INC.**

September 1, 2020

**FIRST AMENDED AND RESTATED
INTERCONNECTION AGREEMENT
AMONG
AEP TEXAS INC.,
COLEMAN COUNTY ELECTRIC COOPERATIVE, INC.,
AND
GOLDEN SPREAD ELECTRIC COOPERATIVE, INC.**

THIS FIRST AMENDED AND RESTATED INTERCONNECTION AGREEMENT (“Agreement”), entered into as of September 1, 2020 (“Execution Date”) by and among **AEP Texas Inc.**, (as successor by merger to AEP Texas North Company and formerly known as West Texas Utilities Company) a Texas corporation (“Company” or “AEP”), **Coleman County Electric Cooperative, Inc.**, a Texas cooperative corporation (“Coleman County” or “CCEC”) and **Golden Spread Electric Cooperative, Inc.**, a Texas cooperative corporation, (“Golden Spread” or “GSEC”). References to the “Parties” in the Agreement shall mean Company, Coleman County, and Golden Spread, collectively. References to a “Party” in the Agreement shall mean each individual Company, Coleman County, and Golden Spread. References to “Cooperative” in the Agreement shall mean Coleman County or Golden Spread, as appropriate, depending on the Cooperative designated in Exhibit A and applicable Facility Schedule attached to the Agreement as the Cooperative that installs, owns, operates, and maintains the Point of Interconnection facilities.

WITNESSETH

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

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

WHEREAS, the Parties have established or shortly will establish new Points of Interconnection between their electrical systems; and

WHEREAS, the Parties originally entered into an Interconnection Agreement dated as of January 1, 2000 (the “Original Agreement”) in accordance with the AEP Open Access Transmission Service Tariff (“AEP OATT”) which required the Cooperative taking service under the AEP OATT to implement an interconnection agreement with the Company; and

WHEREAS, the wholesale electricity market in Texas has been changed significantly by the State of Texas, PUCT, and ERCOT since the Original Agreement was entered into; and

WHEREAS, the Parties recognize that the Original Agreement does not reflect either the changes in the Texas wholesale electricity market or the terms and conditions that they now desire in an interconnection agreement: and

WHEREAS, the Parties desire to amend the Original Agreement to substantially conform with the terms of the interconnection agreements between Taylor Electric Cooperative, Inc. (“Taylor”) and AEP and Southwest Texas Electric Cooperative, Inc. (“SWTEC”) and AEP, dated effective July 28, 2010, that were approved by the Federal Energy Regulatory Commission (“FERC”) in American Electric Power Service Corporation, FERC Docket No. ER10-2057-000; and

WHEREAS, the Parties desire to amend and restate the Original Agreement by adding a Facilities Schedule No.2 and a one line drawing for the CRMWD Tap #1 Point of Interconnection. CRMWD Tap #1 Point of Interconnection is also being amended to 1) rename the Point of Interconnection from CRMWD Tap #1 to CRMWD Pump Station #1, and 2) to reflect GSEC’s addition of a second substation called Enterprise Lake Ivie to GSEC’s existing 69 kV transmission line between AEP’s Ballinger to Eden 69 kV transmission line and CRMWD Pump Station #1 Substation, and 3) AEP’s replacement of the CRMWD tap structure and in-line switches with a box-bay station called Vitruvius on the Ballinger to Eden 69 kV transmission line; and

WHEREAS, the Parties desire to amend and restate the Original Agreement to add Facility Schedule No. 4 to the existing Dressy Point of Interconnection drawing and update the existing drawing. AEP is replacing GSEC’s 69 kV transmission line hard-tap Point of Interconnection with a box-bay station called Conan on the Cross Plains to Santa Anna 69 transmission line; and

WHEREAS, the Parties desire to amend and restate the Original Agreement to add Facility Schedule No. 12 Lake Ivie Tap, where GSEC’s two (2) 138 kV transmission lines tap AEP’s transmission structure (11/8) in the Ballinger to Santa Anna 138 kV transmission line; and

WHEREAS, the Parties desire to interconnect their respective transmission and/or 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 any subsequent addendum to this Agreement shall become effective on the date accepted by the Federal Energy Regulatory Commission (“FERC”), or any other regulatory agency or agencies having jurisdiction. The Parties shall request the FERC or any other regulatory agency or agencies having jurisdiction to make the effective date be the date first appearing above. This Agreement shall remain in effect for a period of two (2) years from the effective date, and shall continue in effect thereafter for periods of two (2) years each unless canceled after such initial period or any subsequent period either by mutual agreement or by either Party upon at least twenty-four (24) months written notice to the other Party. Upon termination of

this Agreement, each Party shall discontinue the use of the facilities of the other and shall disconnect the Points of Interconnection.

1.2 Notwithstanding the foregoing Section 1.1, if Company serves such notice of termination and Cooperative reasonably determines that the continued interconnection of its facilities to the facilities of the Company is needed to provide continuous and adequate service to its customers, then both Parties shall enter into good faith negotiations concerning the terms of a replacement interconnection agreement. If the Parties cannot agree to the terms of such a replacement agreement that would become effective on or prior to the termination date of this Agreement, Company shall file an unexecuted replacement agreement with the FERC and Cooperative shall be entitled to challenge any provisions of such replacement agreement that are considered unjust or unreasonable, or unduly discriminatory. If Company assigns this Agreement pursuant to Article XII to an entity that is not subject to FERC jurisdiction a condition of such assignment shall be that the non-FERC jurisdictional entity shall file this Agreement or a proposed replacement agreement with the applicable state regulatory authority.

ARTICLE II – OBJECTIVE AND SCOPE

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

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

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. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof if not set forth or provided for herein. This Agreement replaces and supersedes all other agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein; such agreements are unaffected by this Agreement.

ARTICLE III - DEFINITIONS

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

3.1 Agreement means this First Amended and Restated Interconnection Agreement, as amended and restated herein, together with all exhibits, schedules and attachments applying hereto, including any exhibits, schedules, attachments, 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 shall mean 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) shall mean the addendum(s) to this Agreement that describe the agreement on ownership, control, operation, and maintenance responsibilities of the Parties at the Point(s) of Interconnection.

3.5 Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region. Good Utility Practice may include, but is not limited to, conformance with the applicable and consistently applied reliability criteria, standards and operating guides of ERCOT and the NERC, or successor organization(s).

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

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

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

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

ARTICLE IV - ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION

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

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

4.3 [Reserved]

4.4 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 systems to which the system of such Party is interconnected. The Parties agree that all Points of Interconnection will be established and maintained in conformance with the ERCOT Requirements. The Parties agree to cause their systems to be constructed in accordance with specifications at least equal to those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction. Except as otherwise provided in the Facility Schedules, each Party will be responsible for the equipment and facilities it owns on its side of the Point of Interconnection.

4.5 From time to time, a Point of Interconnection may be added, changed, modified, or deleted from this Agreement as mutually agreed by the Parties (not to be unreasonably withheld) and/or as ordered by a regulatory authority having jurisdiction thereof. Any such change, addition, or deletion shall be recorded in Exhibit A and a Facility Schedule in such a way that the numbering of the other Facility Schedules is not changed.

a) If a new Point of Interconnection is desired, the other Party shall be notified in writing of 1) the need for a new Point of Delivery; 2) the desired location of the new Point of Interconnection; 3) the designation of the new Point of Interconnection; 4) a description of the maximum demand desired; and 5) the date desired for commencement of service. Written notification of a request for a new Point of Interconnection shall be given to the other Party at least twelve (12) months prior to the date on which commencement of service at such Point of Interconnection is desired; however, the other Party may, at its sole option, waive all or part of the twelve (12) month written notification requirement. The other Party will use reasonable efforts to provide an additional Point of Interconnection on the date desired; however, the Parties recognize that completion of the Point of Interconnection by the desired in-service date is contingent upon the other Party's ability to acquire the necessary permits, regulatory approvals, property rights, rights-of-way, material and equipment sufficiently in advance of the desired date for the construction and installation of facilities necessary to provide such service. Each Party will, upon request, promptly provide the other Party with information concerning its operations and facilities needed to facilitate the design and construct the Point of Interconnection.

b) Subject to regulatory approval, if required, either Party may terminate a Point of Interconnection on twelve (12) months advance written notice. Upon termination of a Point of Interconnection, each Party shall discontinue the use of the facilities of the other associated with

the use of that Point of Interconnection and shall disconnect from that Point of Interconnection. The Parties agree to use reasonable efforts to coordinate the termination of a Point of Interconnection to minimize any disruption in service by either Party. Notwithstanding the foregoing, if Company serves such notice of termination and Cooperative reasonably determines that the continued interconnection of its facilities to the facilities of the Company is needed to provide continuous and adequate service to its customers, the procedures set forth in Section 1.2 of this Agreement shall apply.

4.6 Subject to regulatory approval, if required, unless mutually agreed, no 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 4.5 above, or for reason of a material violation of the terms of this Agreement, for which opportunity to correct such violation was given under Section 15.1 of this Agreement and such violation was not corrected in accordance with said Section 15.1.

4.7 For facilities not specified in the Facility Schedules, or if a Party makes equipment changes or additions to the equipment at a Point of Interconnection, which may affect the operation or performance of the other Party's interconnection facilities, each Party agrees 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, and other applicable codes, and standards in effect at the time of construction, and shall be coordinated between the Parties.

4.8 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.

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

4.10 Except as otherwise provided in a Facilities Schedule, each Party will pay for its own interconnection facilities and recover such costs pursuant to such Party's transmission and/or distribution service tariff(s).

4.11 If Cooperative requests a new Point of Interconnection and later cancels its request for this Point of Interconnection prior to the time the Point of Interconnection is placed in service, Cooperative agrees to pay the actual installed costs incurred and committed to be incurred by the Company, and the actual costs of removal of the Company's material and equipment. The total installed cost of the Company's facilities will be provided in the Facilities Schedule. Cooperative shall have the right to take delivery of and pay for any materials ordered but not installed provided such right shall expire if not exercised within ten (10) days after receipt of notice from the Company; and provided further that such right shall be subject to the consent of affected vendors.

4.12 If Cooperative terminates and discontinues the use of an energized Point of Interconnection in accordance with Section 4.5 hereinabove, and as a result of such termination and discontinuation of use the Company facilities that comprise the Point of Interconnection are

no longer energized or the costs of such facilities are no longer recoverable, Cooperative shall pay Company the depreciated book value plus removal cost less salvage value of such facilities, or Cooperative may purchase such facilities at depreciated book value provided Cooperative removes or otherwise disconnects such facilities from a direct connection to the Company system.

4.13 If an energized Point of Interconnection is terminated in response to a default by Cooperative in accordance with Article 15 hereinbelow, and as a result of such termination, the cost of facilities that comprise the Point of Interconnection are no longer energized or the costs of such facilities are no longer recoverable, Cooperative shall pay Company the depreciated book value plus removal cost less salvage value of such facilities, or Cooperative may purchase such facilities at depreciated book value provided Cooperative removes or otherwise disconnects such facilities from a direct connection to the Company system.

ARTICLE V - OTHER SERVICES

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

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

ARTICLE VI - SYSTEM OPERATION AND MAINTENANCE

6.1 Unless otherwise provided by the Facility Schedules, each Party shall, at each Point of Interconnection, at its own risk and expense, 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 systems to which the Party is interconnected. The Parties agree that all Points of Interconnection will be operated and maintained in conformance with the ERCOT Requirements.

6.2 Unless otherwise provided by the Facility Schedules, each Party 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.

6.3 Unless otherwise provided by the Facility Schedules, each Party shall operate the facilities within its transmission network. The operation of the electrical network shall be such that power flows that enter and exit one Party's transmission facilities do not have undue impacts on another Party's transmission facilities. Operational responsibility for facilities owned by a

Party, but installed in the other Party's substation or transmission line, will be identified in the Facility Schedule for that particular Point of Interconnection.

6.4 During the term of this Agreement, the Parties will, consistent with maintaining good operating practices, 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.

6.5 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.

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

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

ARTICLE VII - RIGHT OF ACCESS, EQUIPMENT INSTALLATION AND REMOVAL

7.1 Each Party shall permit duly authorized representatives and employees of the other Party to enter upon its premises for the purpose of inspecting, testing, repairing, renewing, or exchanging any or all of the equipment owned by such other Party that is located on such premises or for the purpose of performing any work necessary in the performance of this Agreement.

7.2 Each Party grants to the other Party permission to install, maintain, and/or operate, or cause to be installed, maintained, and/or operated, on its premises, the necessary equipment, apparatus, and devices required for the performance of this Agreement. Any such installation, maintenance, and operation to be performed, except in the case of emergencies, shall be performed only after a schedule of such activity has been submitted and agreed upon by the Parties.

7.3 Any and all equipment, apparatus, and devices placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be and remain the property of the Party owning and installing such equipment, apparatus, devices, or facilities, regardless of the mode and manner of annexation or attachment to real property. Upon the termination of any Point of Interconnection under this Agreement, the Party owning and installing such equipment, apparatus, devices, or facilities on the property of the other Party, shall 1) have the right to sell such equipment, apparatus, devices, or facilities to the other Party if the other Party wishes to purchase such equipment, apparatus, devices, or facilities or 2) to enter the premises of the other Party and, within a reasonable time, remove such equipment, apparatus, devices, or facilities, at no cost to the owner of the premises. If, upon the termination of any Point of Interconnection under this Agreement, equipment of a Party that is installed on the premises of the other Party is neither sold to the other Party nor removed by the owning Party within a reasonable time, it shall be considered abandoned by the owning Party and may be disposed of by the other Party in the manner it shall determine appropriate; provided, however, that any net cost incurred by the disposing Party shall be reimbursed by the abandoning Party.

7.4 Each Party shall clearly mark its respective equipment, apparatus, devices, or facilities with appropriate ownership identification.

7.5 Either Party may request the other Party to upgrade or modify its terminal facilities at a Point of Interconnection in accordance with the requesting 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 responsive 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.

ARTICLE VIII - METERING AND RECORDS

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

8.2 The non-owning Party of the metering equipment shall be permitted to witness any testing, inspection, maintenance, or alteration of such metering equipment owned by the other Party. The owner of such equipment shall give reasonable advance notice of all tests and inspections so that representatives of the other Party may be present. After proper notification to the other Party, the owner may proceed with the scheduled tests or inspections regardless of whether a witness is present.

8.3 If any test or inspection of metering equipment shows that it does not meet the accuracy requirements established by the ERCOT Requirements, the meter or other equipment found to be inaccurate or defective shall be promptly repaired, adjusted, or replaced by the owner.

Should metering equipment fail to register, the power and energy delivered and received shall be determined in accordance with the ERCOT Requirements.

8.4 As long as metering, telemetering or communications facilities are required by the ERCOT Requirements and are operated and maintained in accordance with ERCOT guidelines and Protocols, 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 IX – COMMUNICATION AND TELEMETERING FACILITIES

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

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

ARTICLE X - INDEMNIFICATION

EACH PARTY SHALL ASSUME ALL LIABILITY FOR, AND SHALL INDEMNIFY, DEFEND, AND SAVE HARMLESS THE OTHER PARTY, ITS DIRECTORS, OFFICERS, AND AGENTS (INCLUDING, BUT NOT LIMITED TO, DIRECTORS, OFFICERS, AND EMPLOYEES OF ITS AFFILIATES AND CONTRACTORS) FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, INCLUDING CLAIMS AND ACTIONS RELATING TO INJURY TO OR DEATH OF ANY PERSON (INCLUDING THE EMPLOYEES OF THE INDEMNIFIED PARTY) OR DAMAGE TO PROPERTY (INCLUDING PROPERTY OF THE INDEMNIFIED PARTY) DEMANDS, SUITS, RECOVERIES, COSTS AND EXPENSES, COURT COSTS, ATTORNEY FEES, AND ALL OTHER OBLIGATIONS BY OR TO THIRD PARTIES, ARISING OUT OF OR RESULTING FROM NEGLIGENCE OR OTHER FAULT IN THE DESIGN, CONSTRUCTION, OR OPERATION OF THEIR RESPECTIVE FACILITIES, DURING THE PERFORMANCE OF THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, EXCEPT IN CASES OF NEGLIGENCE OR INTENTIONAL WRONGDOING BY THE INDEMNIFIED PARTY.

ARTICLE XI - NOTICES

11.1 Notices of an administrative nature, including but not limited to a notice of termination, notice of default, request for amendment, change to a Point of Interconnection, or

request for a new Point of Interconnection, shall be forwarded to the designees listed below for each Party and shall be deemed properly given if delivered in writing to the following:

If to Company:

American Electric Power Service Corporation
Director, System Interconnections
Robert Pennybaker
212 East Sixth Street
Tulsa, OK 74119
918-599-2723
rlpennybaker@aep.com

and

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

If to Coleman County:

Coleman County Electric Cooperative, Inc.
General Manager and CEO
Clint Gardner
CEO & General Manager
Coleman, TX. 76834
325-625-2128

If to Golden Spread:

Golden Spread Electric Cooperative, Inc.
President & Chief Executive Officer
P.O. Box 9898
Amarillo, TX 79105-5898
806-379-7766

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

ARTICLE XII - SUCCESSORS AND ASSIGNS

12.1 Subject to the provisions of Section 12.2 below, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

12.2 No 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 no 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. In the event that a Party transfers its interest in this Agreement, in whole or in part, to an affiliate of the assigning Party and such affiliate assignee is not subject to FERC jurisdiction, such affiliate assignee shall negotiate with the other Party any changes needed to protect the rights of the non-assigning Party pursuant to this Agreement and to conform to applicable state regulations and, if agreement is not achieved, file the agreement on an unexecuted basis with the applicable state regulatory authority for approval.

12.3 The several provisions of this Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons, corporations, or associations other than the Parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of the Parties to this Agreement.

ARTICLE XIII - GOVERNING LAW AND REGULATION

13.1 This Agreement must 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.

13.2 This Agreement and all obligations hereunder, are expressly conditioned upon obtaining approval or authorization or acceptance for filing by any regulatory authority whose approval, authorization, or acceptance for filing is required by law. After execution by the Parties, the Company will file this Agreement with the FERC with copies of such filing provided to the PUCT. The 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.

13.3 In the event that a regulatory authority having jurisdiction over this Agreement 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. Notwithstanding the foregoing, if Company serves such notice of termination and Cooperative notifies Company that the continued interconnection to Company facilities is needed to assure the reliable supply of electric service to retail load, the procedures set forth in Section 1.2 of this Agreement shall apply.

13.4 In the event any part of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall constitute a binding agreement between the Parties provided, however, that if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason of any provision or application being finally determined to be invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to establish such substitute provisions as will eliminate such material adverse effect to the extent practicable.

ARTICLE XIV – DEFAULT AND FORCE MAJEURE

Neither Party shall be considered in default with respect to any obligation hereunder, other than the payment of money, if prevented from fulfilling such obligations by reason of any cause beyond its reasonable control, including, but not limited to, outages or interruptions due to weather, accidents, equipment failures or threat of failure, strikes, civil unrest, injunctions or order of governmental or regulatory authority having jurisdiction ("Force Majeure"). If performance by either Party has been prevented by such event, the affected Party shall promptly notify the other Party of the existence, nature and expected duration of the event, and 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 XV - TERMINATION ON DEFAULT

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

receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

15.2 If a Default is not cured as provided in this 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 Section will survive termination of this Agreement.

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

ARTICLE XVI – MISCELLANEOUS PROVISIONS

16.1 Any undertaking by a Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of that Party to the public or to the other Party, and it is understood and agreed that any such undertaking shall cease upon the termination of this Agreement.

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

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

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

16.5 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

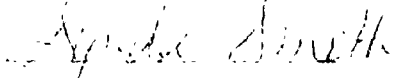
16.6 This Agreement will be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

16.7 This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof, and supersedes all prior agreements, including the Original Agreement, and all amendments thereto.

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

Coleman County Electric Cooperative, Inc.

By: 

Name: Synda Smith

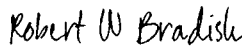
Title: Interim General Manager and CEO

Date: 2/1/2020

AEP Texas Inc.

DocuSigned by

By

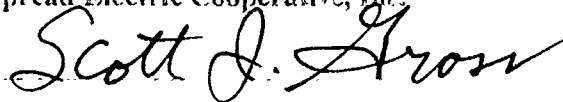

CE4ED3037D3440A

Name: Robert W. Bradish

Title: Vice President

Date: 8/7/2020 | 1:05 PM EDT

Golden Spread Electric Cooperative, Inc.

By: 

Name: Scott I Gross

Title: Interim President and Chief Executive Officer

Date: 8/5/2020

EXHIBIT A

Facility Schedule No.	Point of Interconnection (# of Points) * denotes GSEC POI	Delivery Voltage [kV]	Meter Voltage [kV]	Meter Compensation For Losses	One- Line Diagram Attached
1	Coleman East (1) 1000 Feet West of Hwy. 84 on the North side of FM 568, outside of the East Coleman Substation	12.5	12.5	No	Yes
2	CRMWD Pump Station #1 (1) *	69	(2) 4.16	Yes on both	Yes
3	Cross Plains (1) Approximately 5 miles southwest of Cross Plains on East side of old Burkett Highway	12.5	12.5	No	Yes
4	Dressy (1) *	69	12.5	Yes	Yes
5	Gouldbusk (1) * In Coleman County Electric Coop's Gouldbusk Substation located one mile east and half a mile north of Gouldbusk	69	12.5	No	Yes
6	Hatchel Eight miles South of Winters and West of Highway 83 in a 69kV to 12.5kV substation	12.5	12.5	No	Yes

EXHIBIT A (Continued)

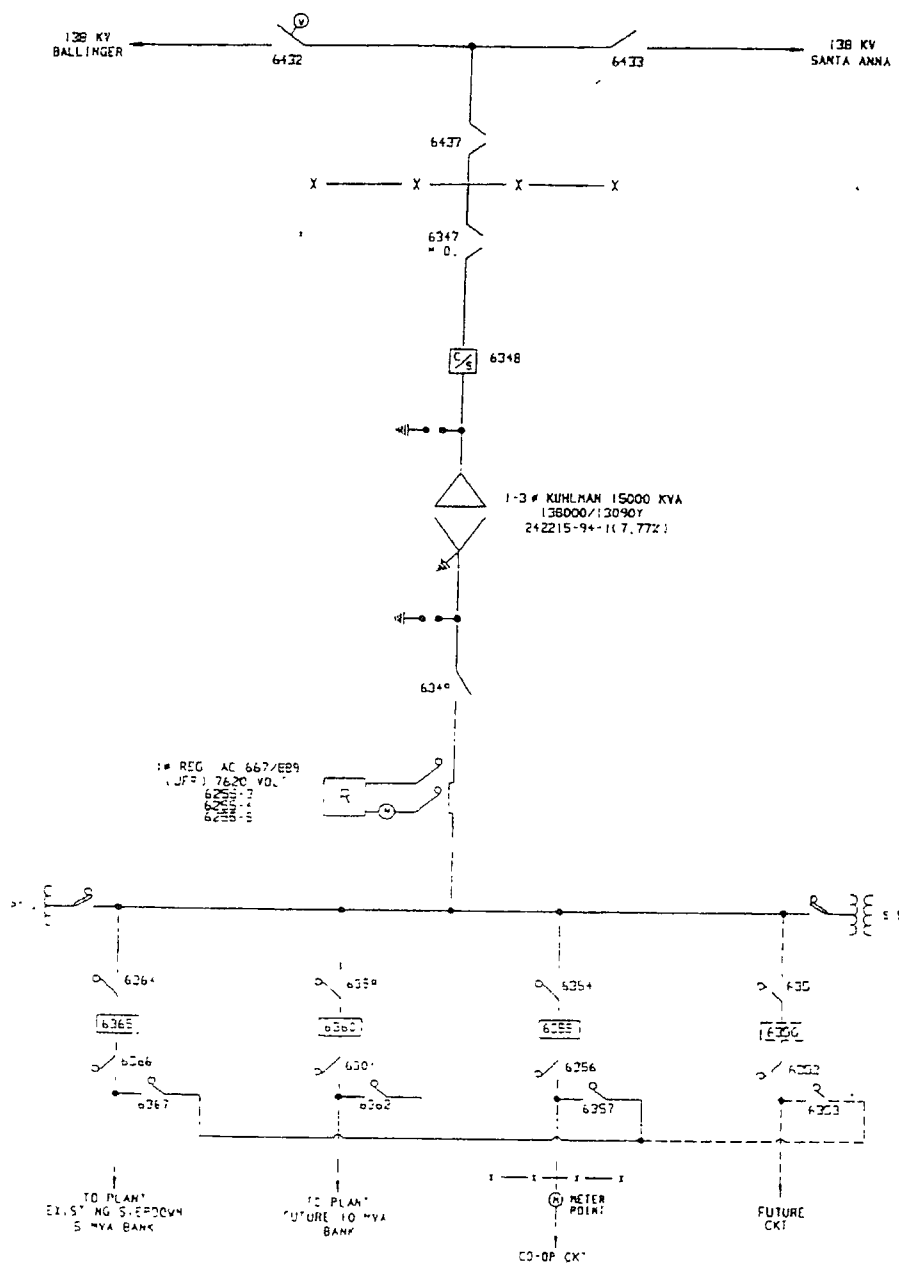
Facility Schedule No.	Point of Interconnection (# of Points) * denotes GSEC POI	Delivery Voltage [kV]	Meter Voltage [kV]	Meter Compensation For Losses	One- Line Diagram Attached
7	Novice (1) * In a 69/12.5kV sub on FM 1770 about 3 or 4 miles West of Novice	69	12.5	No	Yes
8	Rowena Adjacent to the Rowena substation on the Southeast side of Rowena	12.5	12.5	No	Yes
9	Santa Anna On Highway 67 east of Santa Anna approximately 3 miles on south side of road	12.5	12.5	No	Yes
10	Talpa Five miles east of Talpa. south of Highway 67. 2 miles south of Highway adjacent to substation	12.5	12.5	No	Yes
11	Winters Approximately 1 mile North of Winters and 1/4 mile East of Highway 83 on county road	12.5	12.5	No	Yes
12	Lake Ivie Tap (2) *	138 (2)	12.5 (2)	Yes on both	Yes

FACILITY SCHEDULE NO. 1 (continued)

One Line Diagram

EAST COLEMAN

2795



FACILITY SCHEDULE NO. 2

1. **Name:** CRMWD Pump Station #1 *
2. **Facility Location:** CRMWD Pump Station #1 Point of Interconnection (“POI”) is located one span away on GSEC’s switch (6289) structure from AEP’s 69 kV Vitruvius box-bay station in AEP’s Ballinger to Eden 69 kV transmission line, located seven (7) miles south southeast of Paint Rock, Concho County, Texas. More specifically, where GSEC’s jumper conductors at GSEC’s switch (6289) structure physically connect to AEP’s 69 kV transmission line conductors terminating on GSEC’s switch (6289) structure.
3. **Delivery Voltage:** 69 kV
4. **Metering Voltage:**
 - 4.1. 4.16 kV in the CRMWD Pump Station #1 substation
 - 4.2. 4.16 kV in the Enterprise Lake Ivie substation
5. **Loss Adjustment Due To Meter Location:** Yes for both meters
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes
8. **Facilities Ownership and Installation Responsibilities of the Parties:**
 - A. **AEP agrees that it owns the following facilities:**
 - i. the existing Ballinger to Eden 69 kV transmission line
 - ii. the Vitruvius station and all the facilities within it
 - iii. one (1) span of 69 kV transmission line from the Vitruvius station to GSEC’s switch (6289) structure
 - iv. the 4.16 kV meter and metering facilities for ERCOT settlement at the CRMWD Pump Station #1 substation
 - v. the 4.16 kV meter (check) at the Enterprise Lake Ivie substation in series/parallel with CCEC’s CT’s/PT’s
 - B. **GSEC agrees that it owns the following facilities:**
 - i. the 69 kV transmission line from the CRMWD Pump Station #1 and Enterprise Lake Ivie substations that terminate at GSEC’s switch (6289) structure
 - ii. the 69 kV inline switch (6289)
 - iii. the 4.16 kV meter (check) at the CRMWD Pump Station #1 substation in series/parallel with AEP’s CT’s/PT’s
 - iv. the 4.16 kV meter and metering facilities within the Enterprise Lake Ivie substation
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

Each Party will maintain the equipment it owns at its own expense.

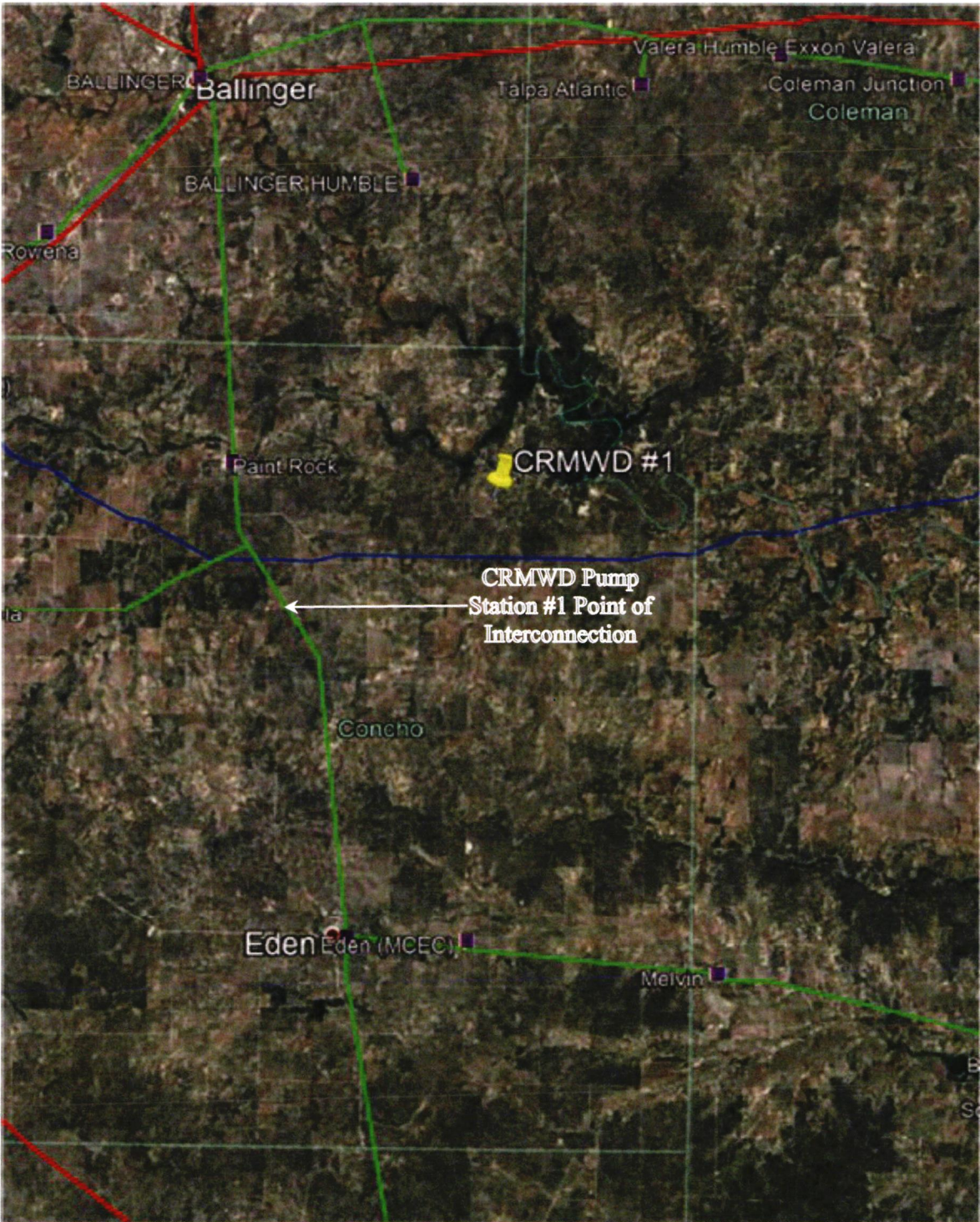
11. Estimated Peak Load: 12,000 kW

12. Other Terms and Conditions:

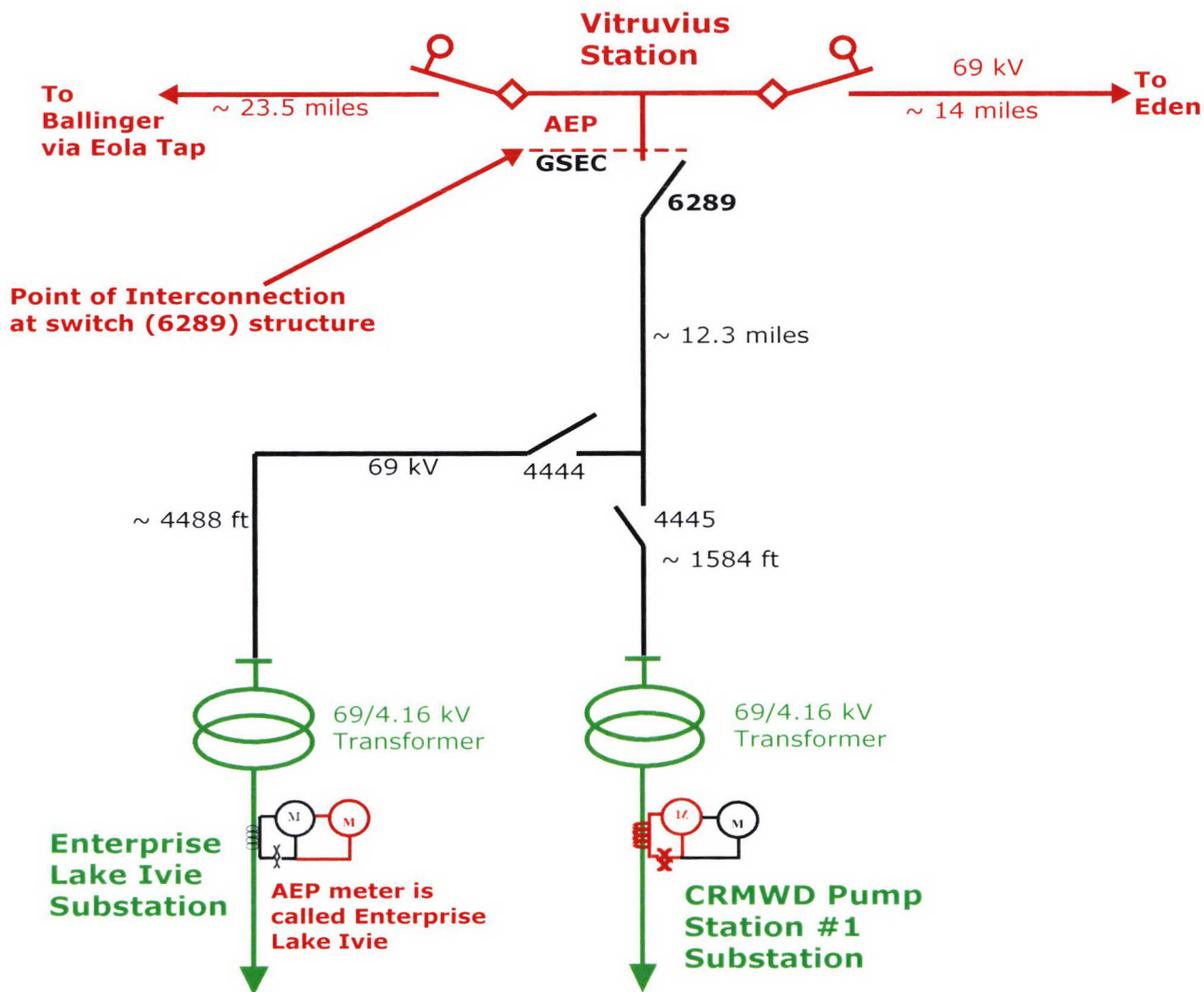
- A. Parties mutually agree that this Facility Schedule may be amended to accurately document the final as-built design of the installed permanent interconnection facilities.

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FACILITY SCHEDULE NO. 2 (continued)
Area Map

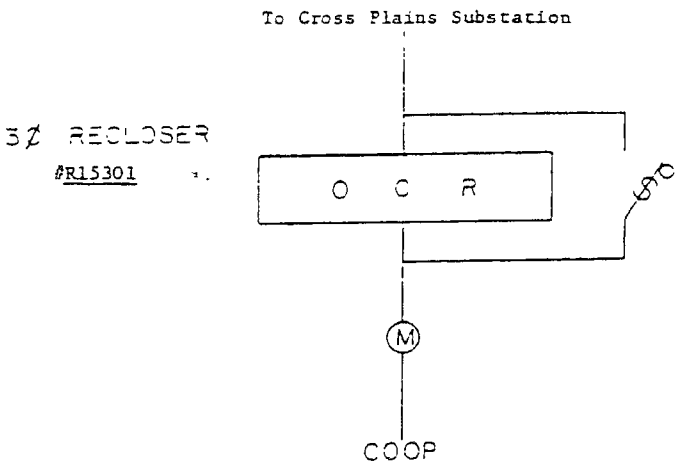


FACILITY SCHEDULE NO. 2 (continued) One Line Diagram



FACILITY SCHEDULE NO. 3 (continued)
One Line Diagram

ONE LINE DIAGRAM FOR EXHIBIT A



- 1. Coleman County Electric Co-op is to have access to recloser #R15301.
- 2. OCR #R15301 is a proposed facility at the metering point.

COOPERATIVE	METER POINT NAME
Coleman County Electric Co-op	Cross Plains

FACILITY SCHEDULE NO. 4

1. **Name:** Dressy *
2. **Facility Location:** GSEC's Dressy Point of Interconnection ("POI") is located at switch (5403) structure, two spans from AEP's Conan box bay Station ("AEP Station"), approximately 1.2 circuit miles from AEP's Cross Plains substation on the Cross Plains to Santa Anna 69 kV transmission line, approximately 0.5 mile west of Texas State Hwy 206 and approximately 1.2 miles southwest of Cross Plains Texas in Callahan County. More specifically, where GSEC's jumper conductors at GSEC's switch (5403) structure physically connect to AEP's 69 kV transmission line conductors terminating on GSEC's switch (5403) structure.
3. **Delivery Voltage:** 69 kV
4. **Metering Voltage:** 12.5 kV in the Dressy substation
5. **Loss Adjustment Due To Meter Location:** Yes
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes
8. **Facilities Ownership and Installation Responsibilities of the Parties:**
 - A. **AEP agrees that it will install and own the following facilities:**
 - vi. the AEP Station and all the facilities within it
 - vii. the existing Cross Plains 69 kV transmission line
 - viii. the existing to Santa Anna 69 kV transmission line
 - ix. two (2) spans of 69 kV transmission line from the AEP Station to GSEC's switch (5403) structure
 - x. one (1) motor operated inline switch in the Cross Plains 69 kV transmission line
 - xi. one (1) motor operated inline switch in the Santa Anna 69 kV transmission line
 - xii. one (1) motor operated inline switch towards GSEC's 69 kV transmission line
 - xiii. wave trap towards GSEC's 69 kV transmission line
 - xiv. the 12.5 kV meter and metering facilities within CCEC's Dressy substation
 - B. **GSEC agrees that it will install and own the following facilities:**
 - v. the 69 kV transmission line from CCEC's Dressy and Shin Oak substation that terminate at GSEC's switch (5403) structure
 - vi. the 69 kV inline switch (5403)
 - vii. the 4.16 kV meter (check) at the Dressy substation in series/parallel with AEP's CT's/PT's
 - viii. the 12.5kV meter and metering facilities within the Shin Oak substation
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

Each Party will maintain the equipment it owns at its own expense.

11. Estimated Peak Load: 2,500 kW

12. Other Terms and Conditions:

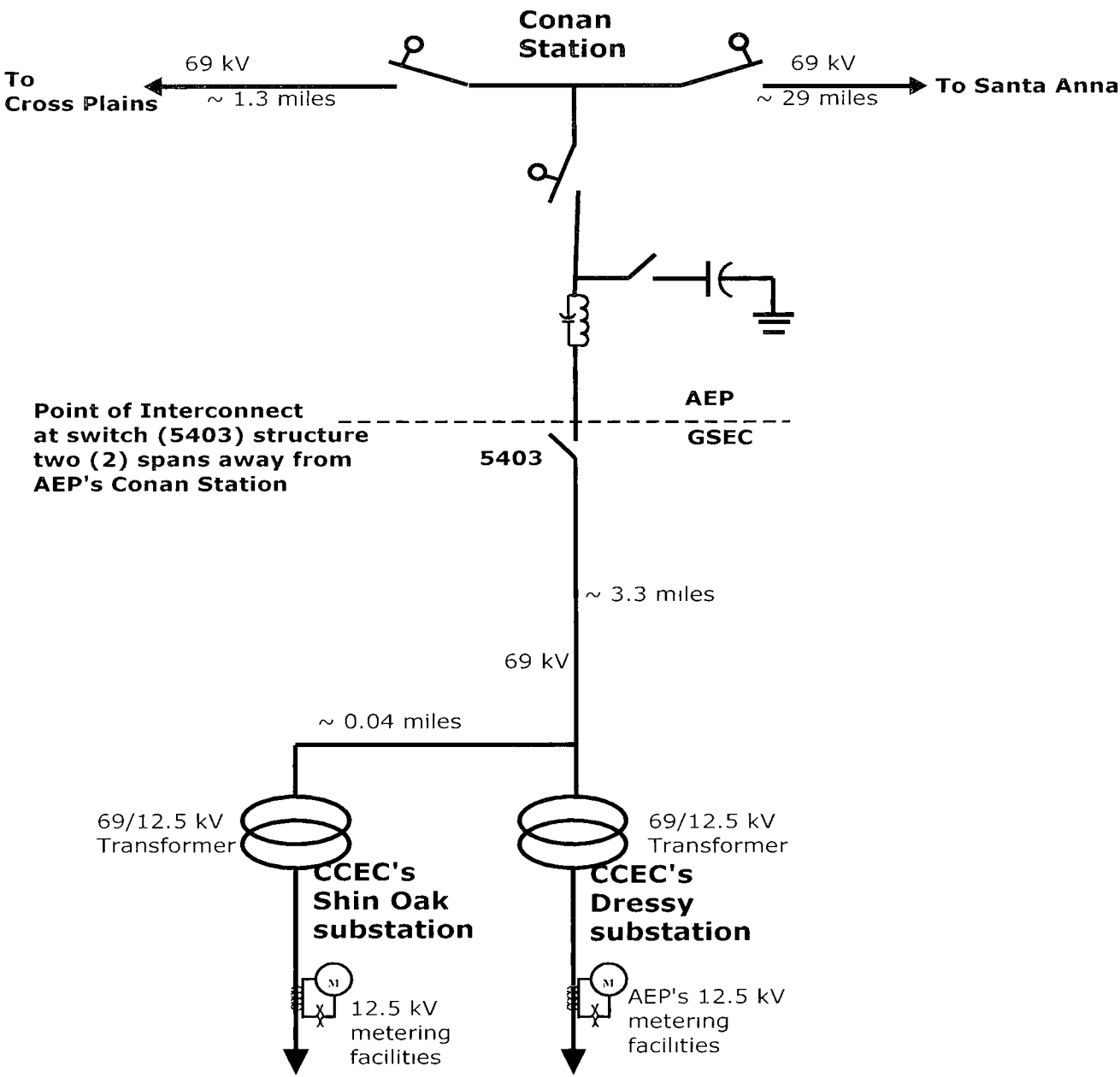
- B. AEP's estimated in-service date for the AEP Station is November 30, 2021.
- C. Parties mutually agree that this Facility Schedule may be amended to accurately document the final as-built design of the installed permanent interconnection facilities.
- D. AEP shall have access to GSEC's inline switch (5403)

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FACILITY SCHEDULE NO. 4 (continued)
Area Map



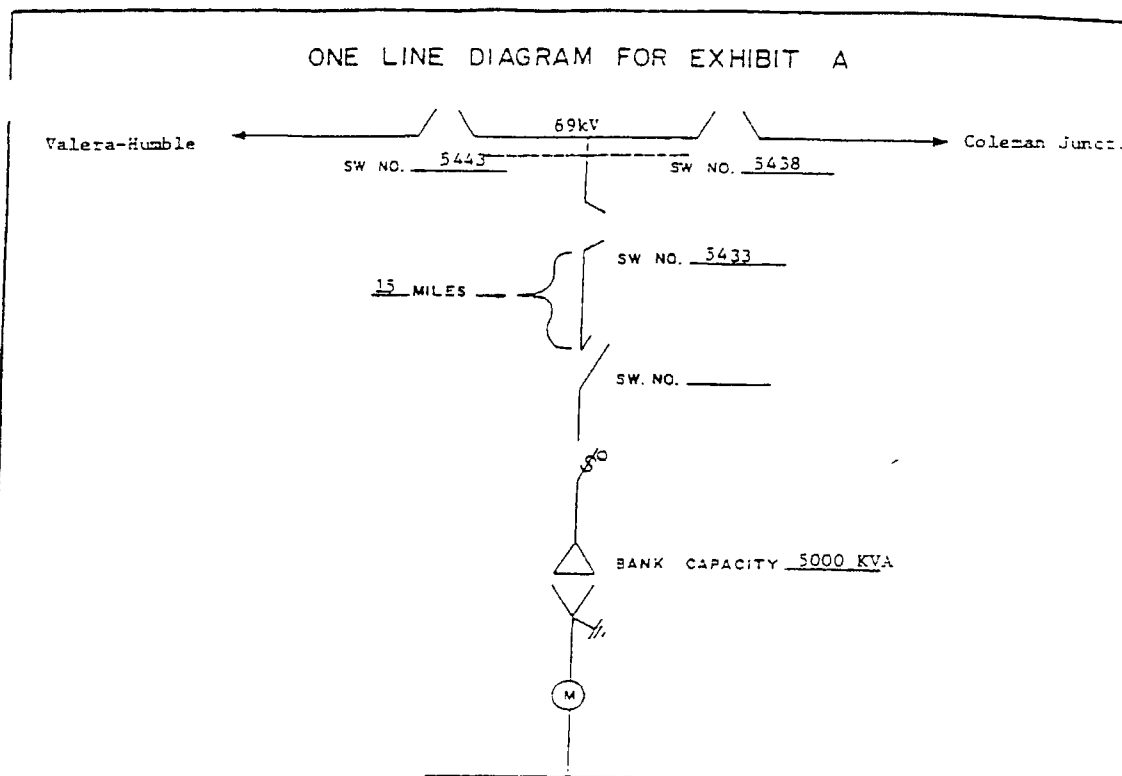
FACILITY SCHEDULE NO. 4 (continued)
One Line Diagram



————— **AEP**
===== **GSEC/CCEC**

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

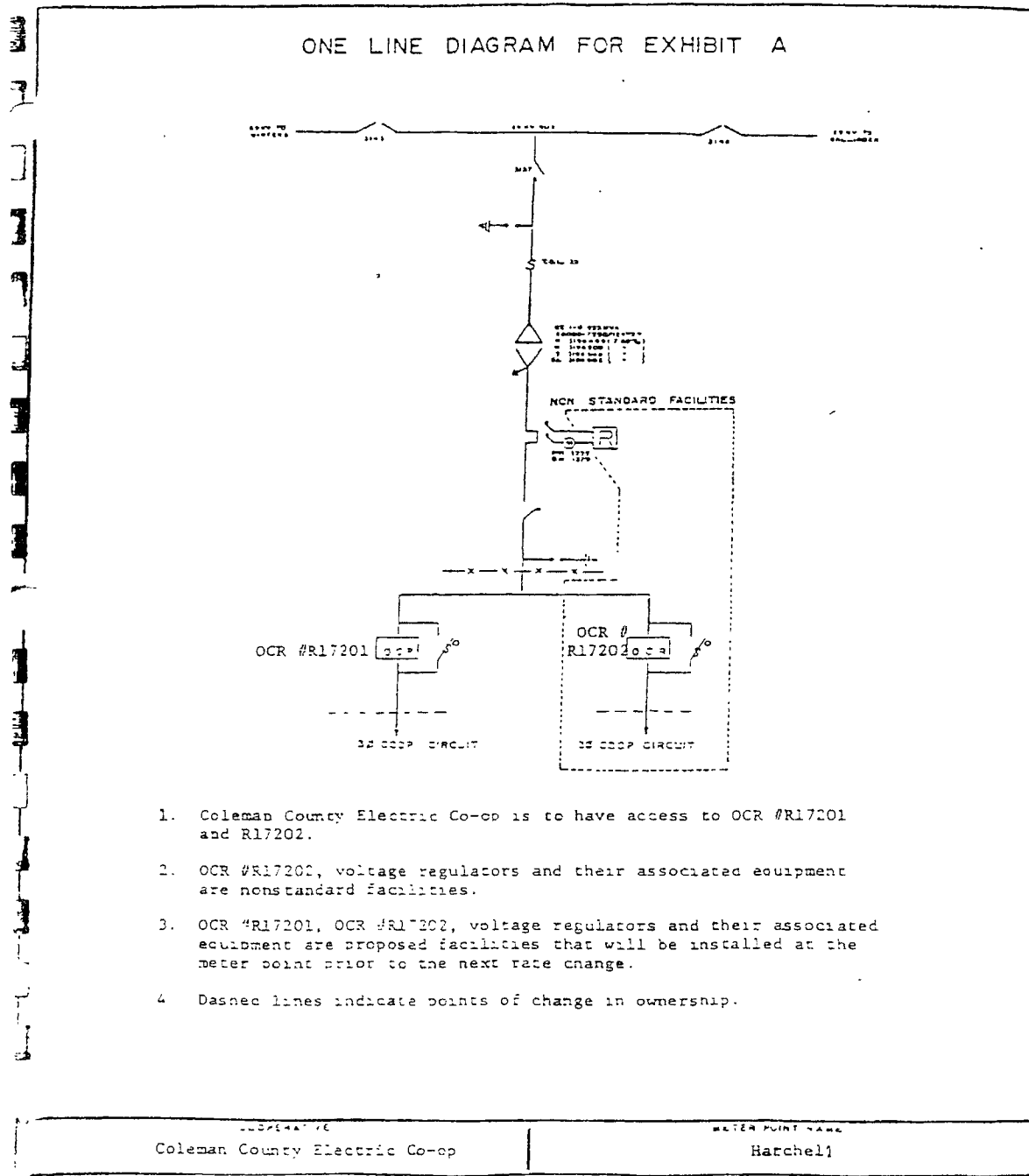
FACILITY SCHEDULE NO. 5 (continued) One Line Diagram



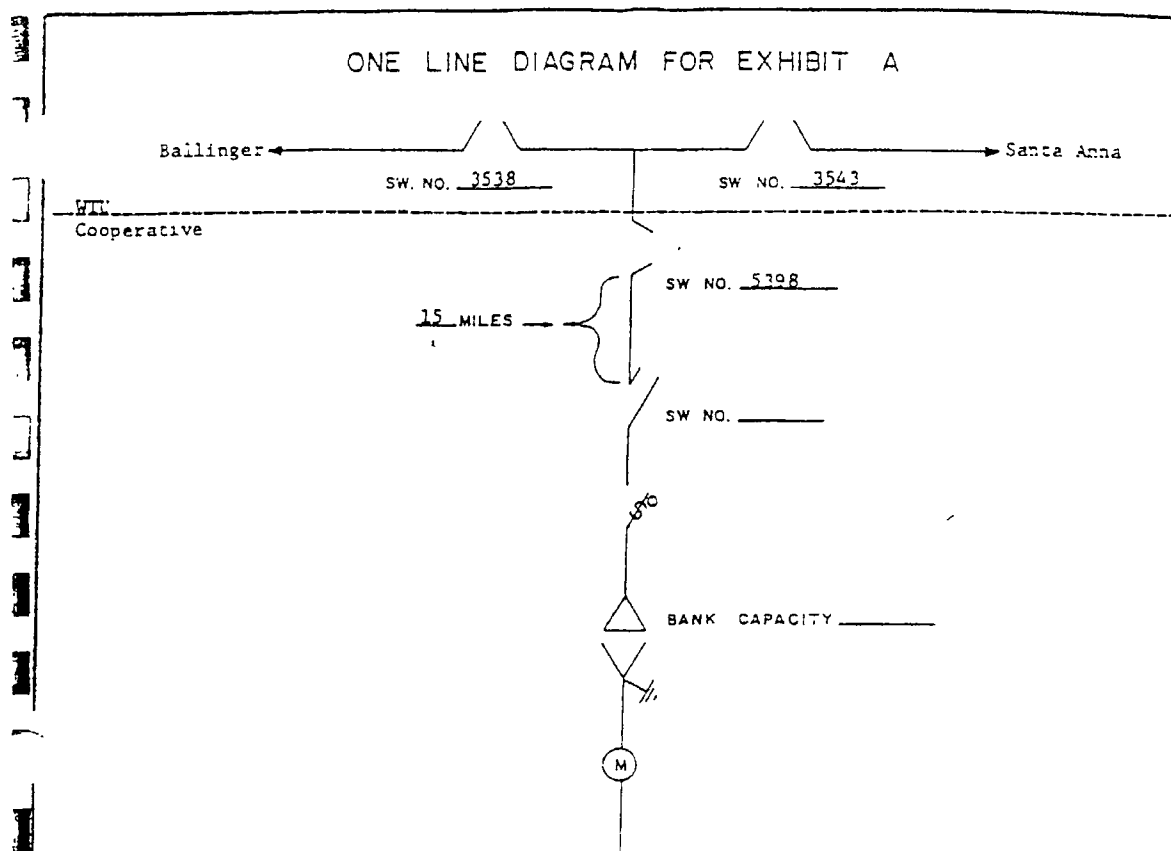
1. Dashed line indicates point of change in ownership.
2. _____ is to have access to Coleman County Electric
Coop's Switch No. 5433.

COOPERATIVE	METER POINT NAME
Coleman County Electric Coop	Gouldbusk

FACILITY SCHEDULE NO. 6 (continued) One Line Diagram



FACILITY SCHEDULE NO. 7 (continued) One Line Diagram

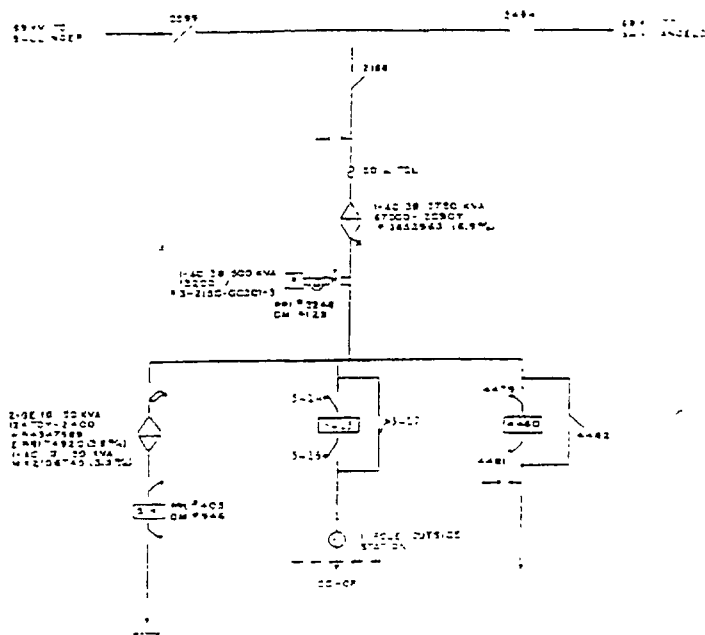


1. is to have access to Coleman County Electric indicated above as switch #5398.
2. Dashed line indicates change of ownership.

COOPERATIVE	METER POINT NAME
Coleman County Electric Cooperative	Novice

FACILITY SCHEDULE NO. 8 (continued)
One Line Diagram

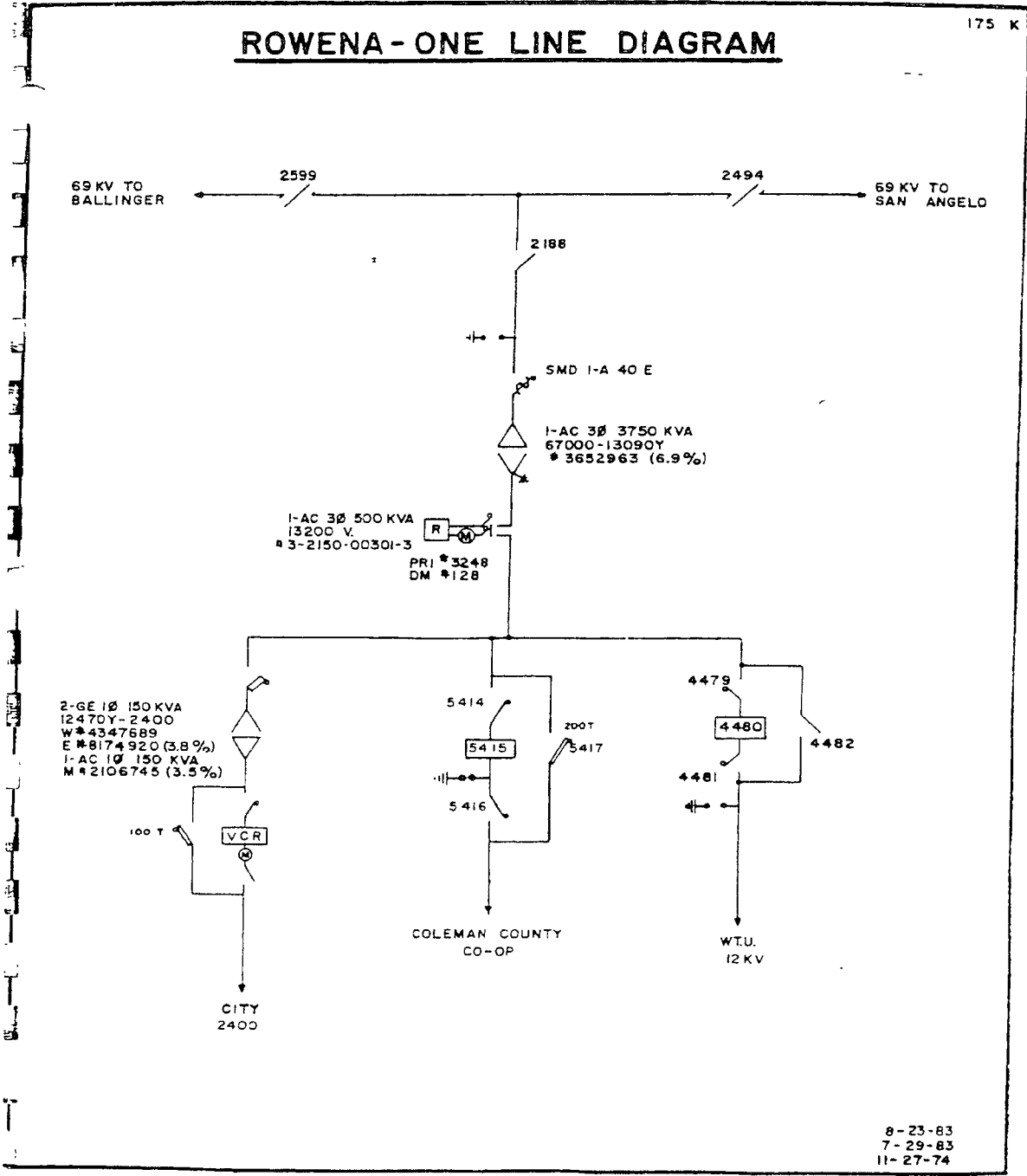
ONE LINE DIAGRAM FOR EXHIBIT A



1. Coleman County Electric Co-op is to have access to the OCR 5415 and line side disconnect switch 5416.
2. OCR and switches indicated as 5414, 5415, 5416 and 5417 are proposed facilities in Rowena Substation.
3. Dashed line indicates change of ownership.

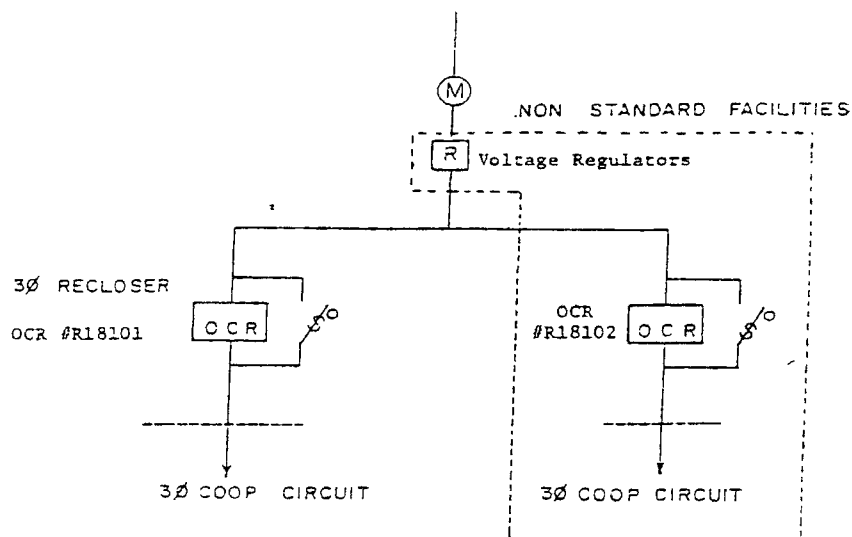
COOPERATIVE Coleman County Electric Co-op	METER POINT NAME Rowena
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FACILITY SCHEDULE NO. 8 (continued)
One Line Diagram



FACILITY SCHEDULE NO. 9 (continued) One Line Diagram

ONE LINE DIAGRAM FOR EXHIBIT A



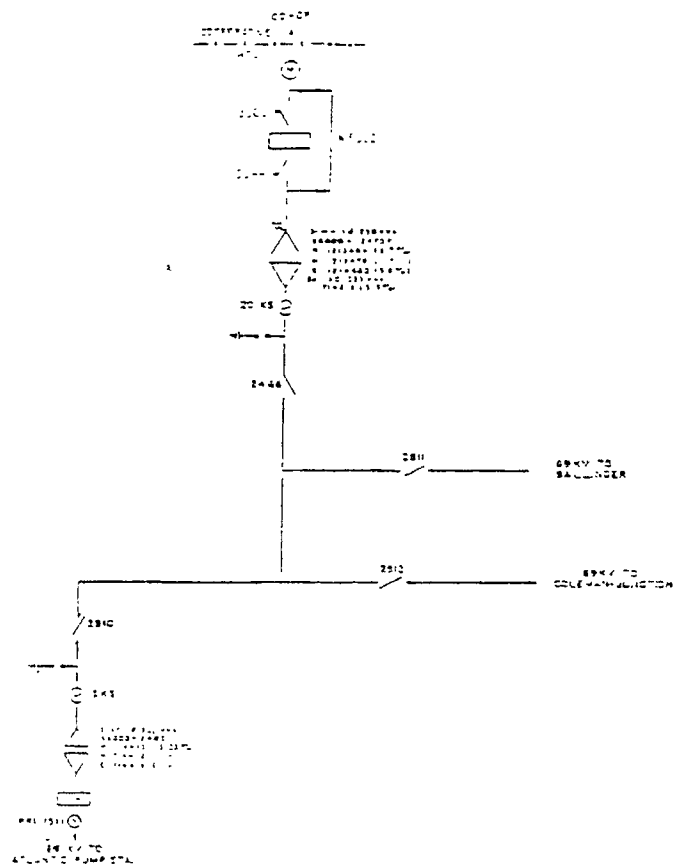
1. Coleman County Electric Co-op is to have access to OCR #R18101 and OCR #R18102.
2. OCR #R18102, voltage regulators and their associated equipment are nonstandard facilities.
3. OCR #R18101, OCR #R18102, and the voltage regulators are proposed facilities that will be installed at the meter point prior to the next rate change.
4. Dashed lines indicates points of change in ownership.

COOPERATIVE
Coleman County Electric Co-op

METER POINT NAME
Santa Anna

FACILITY SCHEDULE NO. 10 (continued) One Line Diagram

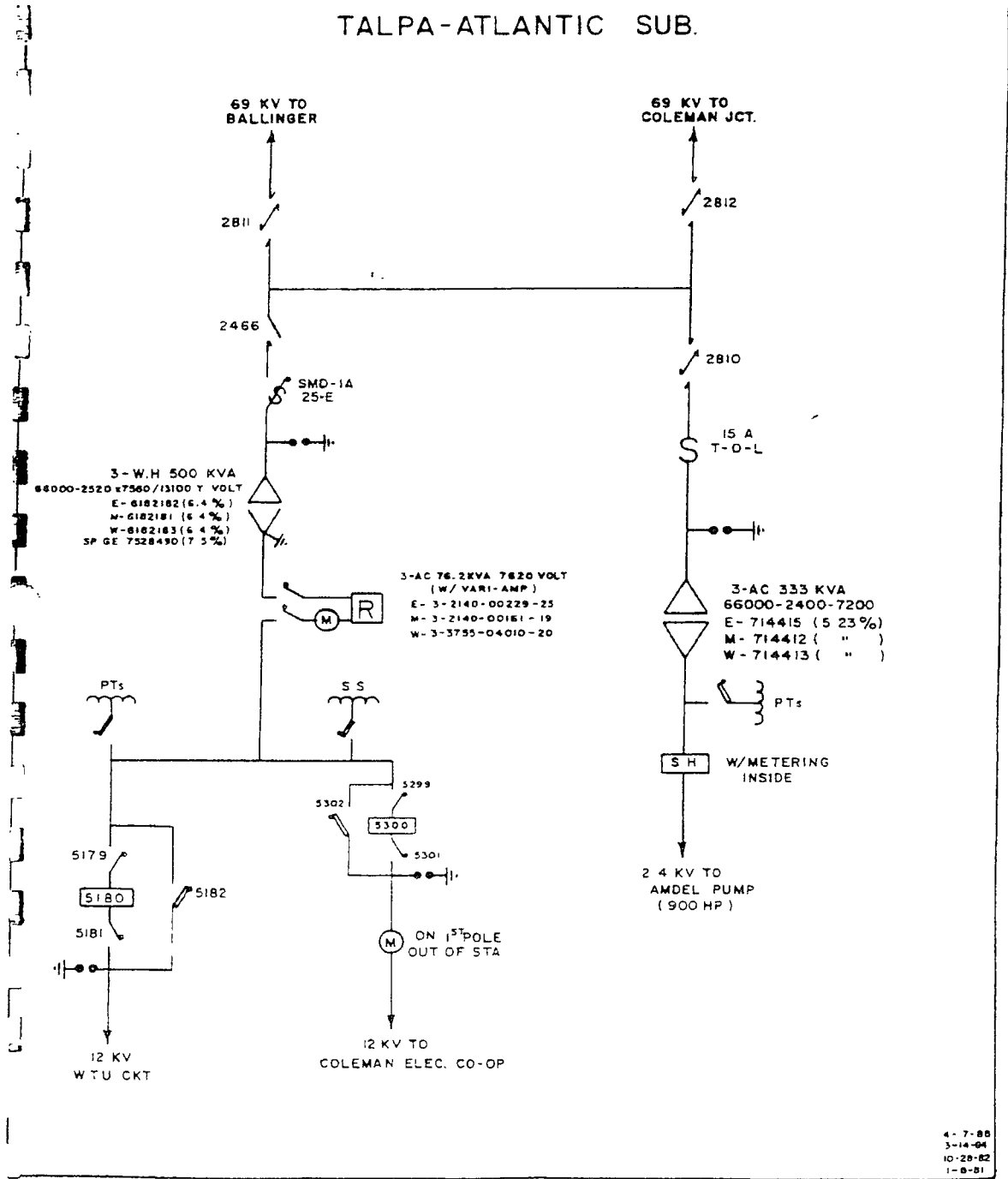
ONE LINE DIAGRAM FOR EXHIBIT A



1. Coleman County Electric Co-op is to have access to OCR 5300 and line side disconnect switch 5301 in West Texas Utilities Co. Talpa Atlantic Substation
2. OCR and switches indicated above as 5299, 5300, 5301 and 5302 are proposed facilities in WTU's Talpa Atlantic Substation.
3. Dashed line indicates change of ownership.

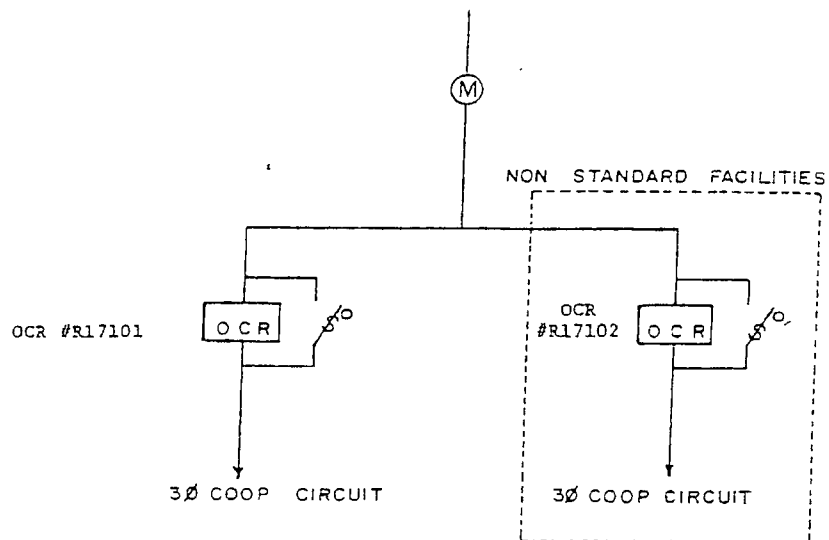
COOPERATIVE	METER POINT NAME
Coleman County Electric Co-op	Talpa

FACILITY SCHEDULE NO. 10 (continued)
One Line Diagram



FACILITY SCHEDULE NO. 11 (continued) One Line Diagram

ONE LINE DIAGRAM FOR EXHIBIT A



1. Coleman County Electric Co-op is to have access to OCR #R17101 and OCR #R17102.
2. OCR #R17102 and its associated equipment are nonstandard equipment.
3. OCR #R17101 and OCR #R17102 and their associated equipment are proposed facilities that are to be installed prior to the next rate change.

COOPERATIVE	METER POINT NAME
Coleman County Electric Co-op	Winters

FACILITY SCHEDULE NO. 12

1. **Name:** Lake Ivie Tap *
2. **Facility Location:** The Lake Ivie Tap is located on structure (11/8) in the Ballinger to Santa Ana 138 kV transmission line, approximately 10.7 circuit miles east of Ballinger, Runnels County, Texas. There are two (2) Points of Interconnection located at the Lake Ivie Tap where 1) on the north side of the Lake Ivie Tap, GSEC terminates GSEC's 138 kV transmission conductors from GSEC's switch (5062) structure one span away; and 2) on the south side of the Lake Ivie Tap, GSEC terminates GSEC's 138 kV transmission conductors from GSEC's switch (5059) structure one span away. More specifically, the Points of Interconnection are where AEP's jumper conductors at AEP's structure (11/8) physically connect to GSEC's 138 kV transmission line conductors terminating on AEP's structure (11/8).
3. **Delivery Voltage:** 138 kV
4. **Metering Voltage:** 12.5 kV in each of the Ivie Booster Pump Station
5. **Loss Adjustment Due To Meter Location:** Yes
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes
8. **Facilities Ownership and Installation Responsibilities of the Parties:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the existing Ballinger to Santa Anna 138 kV transmission line
 - ii. structure (11/8) in the Ballinger to Santa Anna 138 kV transmission line
 - iii. the switch structures and switches (5067 and 5098) on both sides of the Lake Ivie Tap in the Ballinger to Santa Anna 138 kV transmission line
 - iv. the 12.5 kV meter and metering facilities within both Lake Ivie Booster Pump station and Lake Ivie Intake Pump station.
 - 8.2. **GSEC agrees that it owns the following facilities:**
 - i. One span of 138 kV transmission line from AEP's structure (11/8) to switch (5062)
 - ii. One span of 138 kV transmission line from AEP's structure (11/8) to switch (5059)
 - iii. the 138 kV radial switches (5062 and 5059)
 - iv. the switch (5062 and 5059) structures
 - v. the 12.5 kV meter (check) at each of the Lake Ivie Booster and Lake Ivie Intake Pump Stations in series/parallel with AEP's CT's/PT's.
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

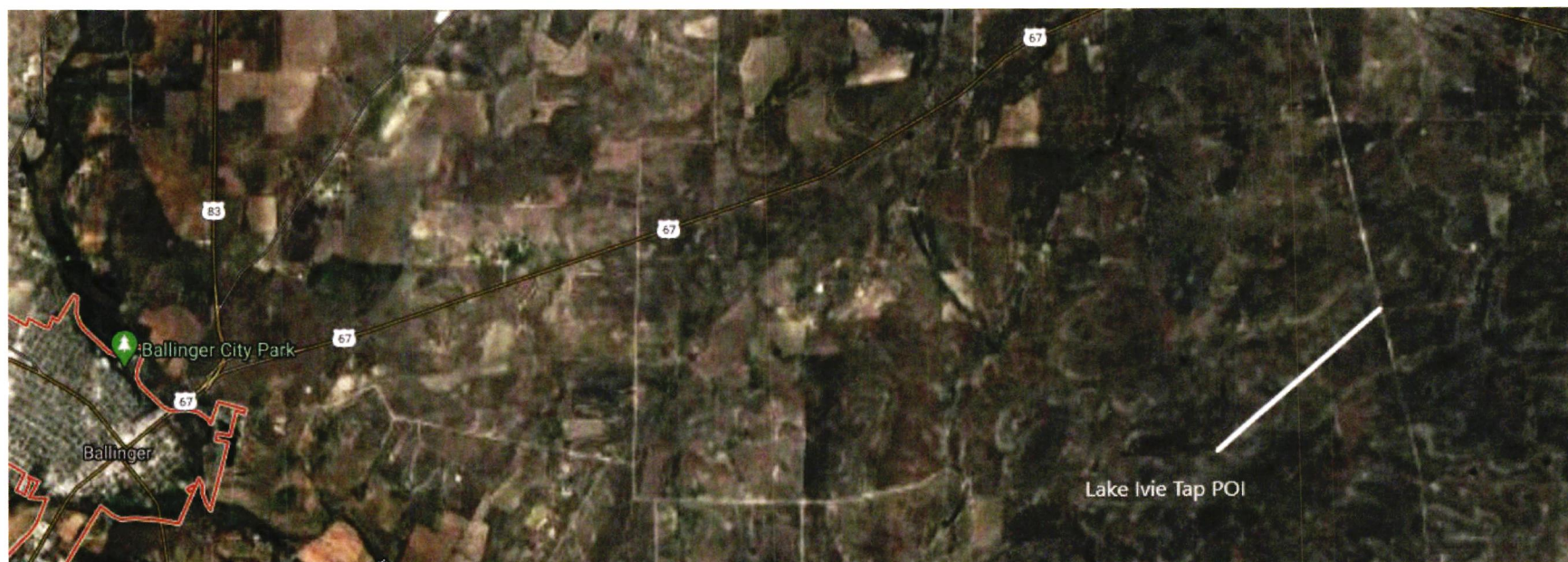
Each Party will maintain the equipment it owns at its own expense.

11. Estimated Peak Load:

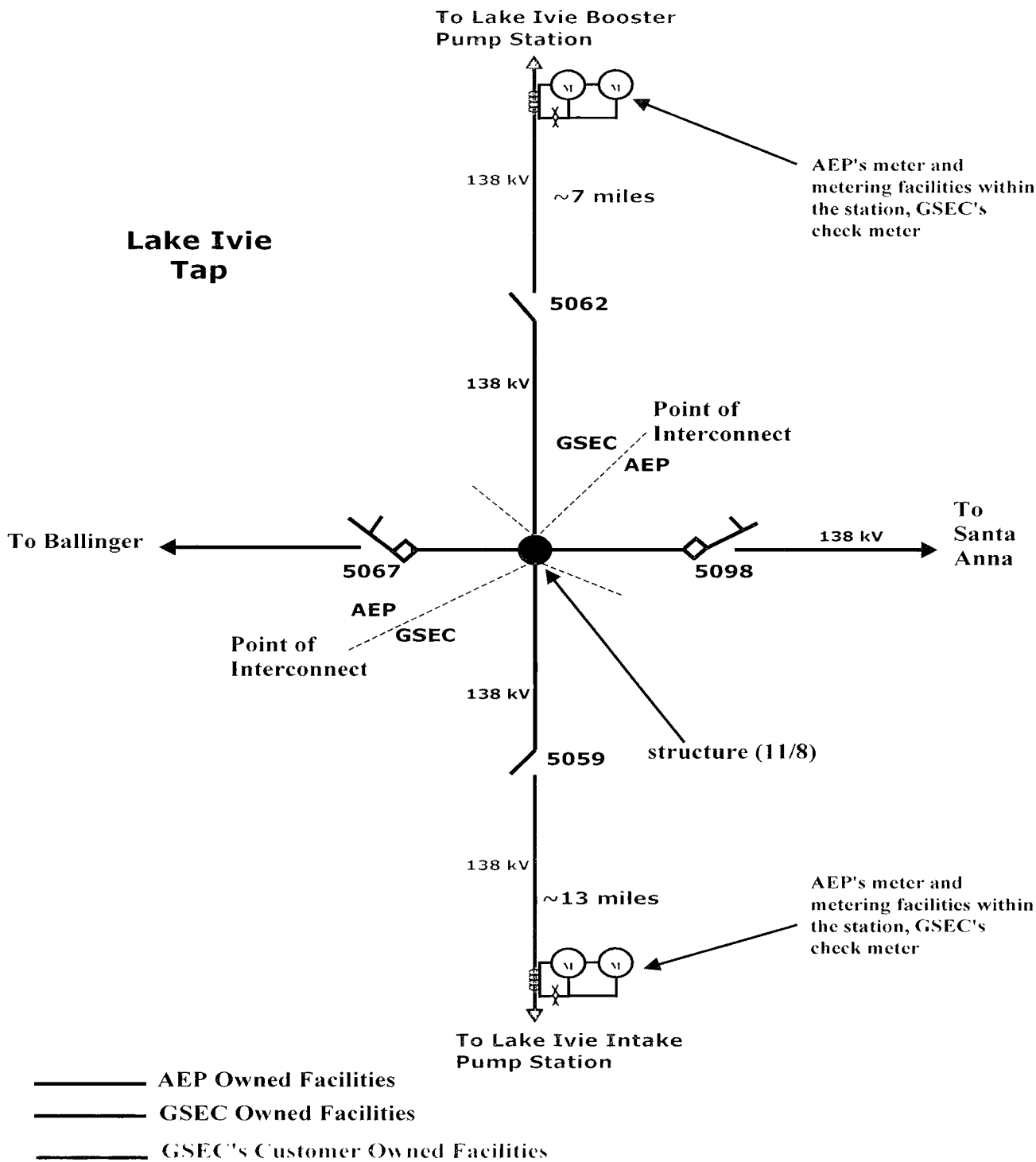
12. Other Terms and Conditions:

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FACILITY SCHEDULE NO. 12 (continued)
Area Map



FACILITY SCHEDULE NO. 12 (continued)
One Line Diagram



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

Redline Tariff Record

FIRST AMENDED AND RESTATED
INTERCONNECTION AGREEMENT ~~BETWEEN~~
~~WEST~~ AMONG
AEP TEXAS UTILITIES COMPANY ~~INC.,~~
AND
COLEMAN COUNTY ELECTRIC COOPERATIVE, INC.
AND
GOLDEN SPREAD ELECTRIC COOPERATIVE, INC.

September 1, 2020

FIRST AMENDED AND RESTATED
INTERCONNECTION AGREEMENT
AMONG
AEP TEXAS INC.,
COLEMAN COUNTY ELECTRIC COOPERATIVE, INC.,
AND
GOLDEN SPREAD ELECTRIC COOPERATIVE, INC.

~~This Interconnection Agreement ("Agreement") is made and entered into this 1st day of January, 2000, by and between West Texas Utilities Company ("Company"), a Texas corporation, and Coleman County Electric Cooperative, Inc. ("Cooperative"), also a Texas corporation, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as "Parties".~~

THIS FIRST AMENDED AND RESTATED INTERCONNECTION AGREEMENT ("Agreement"), entered into as of September 1, 2020 ("Execution Date") by and among **AEP Texas Inc.**, (as successor by merger to AEP Texas North Company and formerly known as West Texas Utilities Company) a Texas corporation ("Company" or "AEP"), **Coleman County Electric Cooperative, Inc.**, a Texas cooperative corporation ("Coleman County" or "CCEC") and **Golden Spread Electric Cooperative, Inc.**, a Texas cooperative corporation, ("Golden Spread" or "GSEC"). References to the "Parties" in the Agreement shall mean Company, Coleman County, and Golden Spread, collectively. References to a "Party" in the Agreement shall mean each individual Company, Coleman County, and Golden Spread. References to "Cooperative" in the Agreement shall mean Coleman County or Golden Spread, as appropriate, depending on the Cooperative designated in Exhibit A and applicable Facility Schedule attached to the Agreement as the Cooperative that installs, owns, operates, and maintains the Point of Interconnection facilities.

WITNESSETH

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

WHEREAS, the Parties are ~~each~~ members of the Electric Reliability Council of Texas ("ERCOT"); and

~~WHEREAS, Company's and Cooperative's transmission and distribution facilities are physically connected to each other; subject to regulation by the Public Utility Commission of Texas ("PUCT"); and~~

~~WHEREAS, Cooperative is currently a wholesale electric service customer of Company under Company's Wholesale Power Choice Tariff ("WPC Tariff"); and~~

~~WHEREAS, the Parties have established or shortly will establish new Points of Interconnection between their electrical systems; and~~

~~WHEREAS, the WPC Tariff provides for the unbundling of transmission, ancillary and distribution services and rates from production service and rates Parties originally entered into an Interconnection Agreement dated as of a date certain; and~~

~~WHEREAS, January 1, 2000 (the WPC Tariff contemplates that, upon unbundling, Cooperative will become a transmission customer under Part IV of "Original Agreement") in accordance with the AEP Open Access Transmission Service Tariff of the CSW Operating Companies ("CSW/AEP OATT"); and~~

~~WHEREAS, the CSW OATT requires that a transmission customer") which required the Cooperative taking service under the CSW/AEP OATT execute to implement an interconnection agreement with the Company; and~~

~~WHEREAS, the Parties desire to provide for the interconnection of their respective~~
~~WHEREAS, the wholesale electricity market in Texas has been changed significantly by the State of Texas, PUCT, and ERCOT since the Original Agreement was entered into; and~~

~~WHEREAS, the Parties recognize that the Original Agreement does not reflect either the changes in the Texas wholesale electricity market or the terms and conditions that they now desire in an interconnection agreement; and~~

~~WHEREAS, the Parties desire to amend the Original Agreement to substantially conform with the terms of the interconnection agreements between Taylor Electric Cooperative, Inc. ("Taylor") and AEP and Southwest Texas Electric Cooperative, Inc. ("SWTEC") and AEP, dated effective July 28, 2010, that were approved by the Federal Energy Regulatory Commission ("FERC") in American Electric Power Service Corporation, FERC Docket No. ER10-2057-000; and~~

~~WHEREAS, the Parties desire to amend and restate the Original Agreement by adding a Facilities Schedule No.2 and a one line drawing for the CRMWD Tap #1 Point of Interconnection. CRMWD Tap #1 Point of Interconnection is also being amended to 1) rename the Point of Interconnection from CRMWD Tap #1 to CRMWD Pump Station #1, and 2) to reflect GSEC's addition of a second substation called Enterprise Lake Ivie to GSEC's existing 69 kV transmission line between AEP's Ballinger to Eden 69 kV transmission line and CRMWD Pump Station #1 Substation, and 3) AEP's replacement of the CRMWD tap structure and in-line switches with a box-bay station called Vitruvius on the Ballinger to Eden 69 kV transmission line; and~~

~~WHEREAS, the Parties desire to amend and restate the Original Agreement to add Facility Schedule No. 4 to the existing Dressy Point of Interconnection drawing and update the existing~~

drawing. AEP is replacing GSEC's 69 kV transmission line hard-tap Point of Interconnection with a box-bay station called Conan on the Cross Plains to Santa Anna 69 transmission line; and

WHEREAS, the Parties desire to amend and restate the Original Agreement to add Facility Schedule No. 12 Lake Ivie Tap, where GSEC's two (2) 138 kV transmission lines tap AEP's transmission structure (11/8) in the Ballinger to Santa Anna 138 kV transmission line; and

WHEREAS, the Parties desire to interconnect their respective transmission and/or 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 ~~herein~~, the Parties agree as follows:

ARTICLE I. - EFFECTIVE DATE AND TERM

1.1 This Agreement and any subsequent addendum to this Agreement shall ~~be filed by Company with the Federal Energy Regulatory Commission ("FERC"). Company shall seek an effective date of January 1, 2000 for this Agreement. This Agreement shall not be binding on the Parties until become effective on the date accepted for filing by the FERC without change or condition and, if necessary, approved by the Administrator of Rural Utilities Services ("RUS"), by the Federal Energy Regulatory Commission ("FERC"), or any other regulatory agency or agencies having jurisdiction. The Parties anticipate that shall request the FERC approval will or any other regulatory agency or agencies having jurisdiction to make the effective date be secured before RUS approval. If Cooperative is ultimately unable to secure approval from RUS, the Parties will negotiate a replacement agreement.~~

~~1.2 — the date first appearing above. This Agreement shall initially continue remain in effect through December 31, 2007 unless Cooperative gives Company at least (3) for a period of two (2) years written notice, such notice not to be given any earlier than January 1, 2001, of its intention to terminate this Agreement or upon default by either Party. See Article XVII. Thereafter, this Agreement from the effective date, and shall continue in effect from year to year unless one Party gives the other Party three (3) thereafter for periods of two (2) years written notice of its intention to terminate this Agreement or upon default by each unless canceled after such initial period or any subsequent period either Party. Any by mutual agreement or by either Party upon at least twenty-four (24) months written notice to the other Party. Upon termination of this Agreement, each Party shall occur at midnight discontinue the use of December 31 the facilities of the designated year unless Company agrees otherwise. other and shall disconnect the Points of Interconnection.~~

~~H.1.2 Notwithstanding the foregoing Section 1.1, if Company serves such notice of termination and Cooperative reasonably determines that the continued interconnection of its facilities to the facilities of the Company is needed to provide continuous and adequate service to its customers, then both Parties shall enter into good faith negotiations concerning the terms of a~~

replacement interconnection agreement. If the Parties cannot agree to the terms of such a replacement agreement that would become effective on or prior to the termination date of this Agreement, Company shall file an unexecuted replacement agreement with the FERC and Cooperative shall be entitled to challenge any provisions of such replacement agreement that are considered unjust or unreasonable, or unduly discriminatory. If Company assigns this Agreement pursuant to Article XII to an entity that is not subject to FERC jurisdiction a condition of such assignment shall be that the non-FERC jurisdictional entity shall file this Agreement or a proposed replacement agreement with the applicable state regulatory authority.

ARTICLE II – OBJECTIVE AND SCOPE OF AGREEMENT

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

2.2 This Agreement shall apply to the ownership, construction, operation, and maintenance of those facilities necessary to permit the delivery of power and energy to Cooperative that are specifically identified and described in the Facility Schedules that are attached hereto and incorporated herein.

2.3 2.2 This Agreement, including all attached Exhibits (which are expressly made a part hereof for all purposes), Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof 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.

2.

ARTICLE III - DEFINITIONS

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

3— It is recognized.1 Agreement means this First Amended and Restated Interconnection Agreement, as amended and restated herein, together with all exhibits, schedules and attachments applying hereto, including any exhibits, schedules, attachments, 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 shall mean 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) shall mean the addendum(s) to this Agreement that describe the agreement on ownership, control, operation, and maintenance responsibilities of the Parties at the Point(s) of Interconnection.

3.5 Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region. Good Utility Practice may include, but is not limited to, conformance with the applicable and consistently applied reliability criteria, standards and operating guides of ERCOT and the NERC, or successor organization(s).

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

3.7 ~~be a party to other agreements which provide for various other~~ NERC Reliability Standards shall mean the mandatory electric reliability standards approved by the FERC and enforced by NERC.

3.8 Point(s) of Interconnection shall mean the points of interconnection identified in Exhibit A and the Facilities Schedules and future points of interconnection that may be established under this Agreement at which the electrical services. This Agreement shall not affect the obligations or rights of either systems of the Parties with respect to such other agreements. are connected or may, by the closure of normally open switches, be connected.

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

ARTICLE IV - ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION

3.1—4.1 The Parties agree to comply with NERC Reliability Standards as they relate to the interconnection of their facilities at the locations identified and described in the Facility Schedules which are attached hereto and incorporated herein.

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

4.3 [Reserved]

4.4 Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, ~~own, operate and maintain all lines, meters, and equipment~~ 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 ~~and, at its option, may locate special facilities, meters and metering equipment on Cooperative's~~, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the system of one Party, from affecting or impairing the system of the other Party, or other systems to which the system of such Party is interconnected. The Parties agree that all Points of Interconnection will be established and maintained in conformance with the ERCOT Requirements. The Parties agree to cause their systems to be constructed in accordance with specifications at least equal to those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction. Except as otherwise provided in the Facility Schedules, each Party will be responsible for the equipment and facilities it owns on its side of the Point of Interconnection. ~~Upon Company's exercise of such option, Cooperative shall provide a location, acceptable to Company, for the installation of such equipment. All facilities and equipment on Cooperative's side of each Point of Interconnection, including wiring, transformers, pole lines, conductors, and other electrical equipment, shall be installed, owned, operated and maintained by Cooperative, except in the case of special facilities, metering equipment, and other equipment, if any, owned or leased and maintained by Company and installed on the Cooperative side of the Point of Interconnection.~~

3.24.5 From time to time, ~~Points~~ a Point of Interconnection may be added, ~~relocated~~ changed, modified, or deleted ~~from this Agreement~~ as mutually agreed by the Parties ~~(not to be unreasonably withheld)~~ and/or as ordered by a regulatory authority having jurisdiction thereof. ~~All such additions, relocations or deletions shall be memorialized~~ Any such change, addition, or deletion shall be recorded in Exhibit A and a Facility Schedule in such a way that the numbering of the other Facility Schedules is not changed.

a) If a new Point of Interconnection is desired, the other Party shall be notified in writing ~~as amendments to existing Exhibits or as new Exhibits, as appropriate~~ of 1) the need for

~~3.3~~ When requested by Cooperative, Company will provide additional Points of Interconnection in accordance with the provisions of this Agreement. ~~As soon as Cooperative determines that a new Point of Interconnection is needed, Cooperative shall notify Company in writing specifying~~ Delivery; 2) the desired location of the new Point of Interconnection; 3) the designation of the new Point of Interconnection; 4) a description of the maximum demand

desired; and 5) the date desired for installation, and any other information pertinent to such requested Point of Interconnection commencement of service. Written notification of Cooperative's request for a new Point of Interconnection shall be given to Company by Cooperative the other Party at least ~~nine (9)~~ twelve (12) months prior to the date on which commencement of service at such Point of Interconnection is desired; however, Company the other Party may, at its sole option, waive all or part of the ~~nine (9)~~ twelve (12) month written notification requirement. ~~Company's obligation~~ The other Party will use reasonable efforts to provide an additional Point of Interconnection ~~on the date desired; however, the Parties recognize that~~ completion of the Point of Interconnection by the desired in-service date is contingent upon the other Party's ability to acquire the necessary permits, regulatory approvals, property rights, rights-of-way, material and equipment sufficiently in advance of the desired date for the construction and installation of facilities necessary to provide such service. Each Party will, upon request, promptly provide the other Party with information concerning its operations and facilities needed to facilitate the design and construct the Point of Interconnection.

b) Subject to regulatory approval, if required, either Party may terminate a Point of Interconnection on twelve (12) months advance written notice. Upon termination of a Point of Interconnection, each Party shall discontinue the use of the facilities of the other associated with the use of that Point of Interconnection and shall disconnect from that Point of Interconnection. The Parties agree to use reasonable efforts to coordinate the termination of a Point of Interconnection to minimize any disruption in service by either Party. Notwithstanding the foregoing, if Company serves such notice of termination and Cooperative reasonably determines that the continued interconnection of its facilities to the facilities of the Company is needed to provide continuous and adequate service to its customers, the procedures set forth in Section 1.2 of this Agreement shall apply.

4.6 Subject to regulatory approval, if required, unless mutually agreed, no 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 4.5 above, or for reason of a material violation of the terms of this Agreement, for which opportunity to correct such violation was given under Section 15.1 of this Agreement and such violation was not corrected in accordance with said Section 15.1.

4.7 For facilities not specified in the Facility Schedules, or if a Party makes equipment changes or additions to the equipment at a Point of Interconnection, which may affect the operation or performance of the other Party's interconnection facilities, each Party agrees 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, and other applicable codes, and standards in effect at the time of construction, and shall be coordinated between the Parties.

4.8 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.

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

4.10 Except as otherwise provided in a Facilities Schedule, each Party will pay for its own interconnection facilities and recover such costs pursuant to such Party's transmission and/or distribution service tariff(s).

4.11 If Cooperative requests a new Point of Interconnection and later cancels its request for this Point of Interconnection prior to the time the Point of Interconnection is placed in service, Cooperative agrees to pay the actual installed costs incurred and committed to be incurred by the Company, and the actual costs of removal of the Company's material and equipment. The total installed cost of the Company's facilities will be provided in the Facilities Schedule. Cooperative shall have the right to take delivery of and pay for any materials ordered but not installed provided such right shall expire if not exercised within ten (10) days after receipt of notice from the Company; and provided further that such right shall be subject to the consent of affected vendors.

4.12 If Cooperative terminates and discontinues the use of an energized Point of Interconnection in accordance with Section 4.5 hereinabove, and as a result of such termination and discontinuation of use the Company facilities that comprise the Point of Interconnection are no longer energized or the costs of such facilities are no longer recoverable, Cooperative shall pay Company the depreciated book value plus removal cost less salvage value of such facilities, or Cooperative may purchase such facilities at depreciated book value provided Cooperative on the date desired is contingent upon Company's ability to acquire the necessary rights of way, material and equipment sufficiently in advance of the desired in service date for the construction and installation of facilities necessary for providing such service removes or otherwise disconnects such facilities from a direct connection to the Company system.

3.4— Company shall install, own, operate and maintain, at existing, new or additional Points of Interconnection standard facilities and equipment as follows:

- a. For 69 kV delivery voltage Company will install, own, operate and maintain (i) switches, metering and associated equipment, and reclosers, as needed, to provide a primary line distribution. 13 If an energized Point of Interconnection from an existing circuit; (ii) a circuit breaker or recloser, switches, metering and associated equipment, as needed, to provide a primary substation distribution is terminated in response to a default by Cooperative in accordance with Article 15 hereinbelow, and as a result of such termination, the cost of facilities that comprise the Point of Interconnection and (iii) 69 kV switches, primary distribution metering and associated equipment and may, at its sole option, install a 69 kV circuit breaker to provide a 69 kV Point of Interconnection to a 69 kV line built by Cooperative to Cooperative's substation.
- b. For 138 kV delivery voltage, Company will install, own, operate and maintain 138 kV switches, primary distribution metering and associated equipment to provide a 138 kV Point are no longer energized or the costs of Interconnection to a 138 kV line built by Cooperative to Cooperative's substation. such facilities are no longer recoverable

~~3.5 — In the event Company, at Cooperative's request, installs facilities and equipment other than or in addition to standard facilities and equipment specified in Section 3.4 above at any Point of Interconnection, Cooperative shall pay a facilities charge for such non-standard facilities and equipment as specified in the transmission service agreement executed between the Parties as provided for under the CSW OATT.~~

~~Company the depreciated book value plus removal cost less salvage value of such facilities, or Cooperative may~~

~~3.6 — When Company determines, in its sole discretion, that facilities must be changed to a higher or lower voltage in order to assure reliable service to Cooperative, Company will notify Cooperative in writing eighteen (18) months prior to any change in voltage that the voltage at the Point(s) of Interconnection served from such facilities will be changed to a specified higher or lower voltage. Cooperative shall have ninety (90) days following such notification to decide whether it desires to accommodate the voltage conversion at its own expense, or instead elect to take service at distribution voltage at the affected Point of Interconnection. If Cooperative elects to accommodate the voltage conversion at its own expense, but will be unable to obtain the necessary financing or equipment in time to meet the Company's conversion deadline, Company shall construct the necessary conversion facilities to the specifications of the Rural Utility Service, and Cooperative shall, within three (3) years of completion, purchase such facilities at a price equal to original cost less depreciation. Prior to purchase, the Cooperative shall pay a facilities charge at the rate specified for non-standard facilities in the transmission service agreement executed between the Parties as provided for under the CSW OATT. depreciated book value provided Cooperative removes or otherwise disconnects such facilities from a direct connection to the Company.~~

~~3.7 — Cooperative shall install and maintain suitable protective devices on its system in order to afford adequate protection to the facilities of Cooperative against trouble originating on Company's system. Such protective devices shall have characteristics consistent with accepted standards relating to such equipment and shall be compatible with the protective devices of Company. Cooperative shall use its best efforts to ensure that no equipment or device on its system which tends to affect adversely Company's supply of service to Cooperative or others is used.~~

~~3.8 — Upon request, Cooperative shall, with due promptness, provide to Company such engineering information regarding plans, practices, and conditions of operation and equipment as is necessary to enable Company to adequately plan, design, and install, for practical and efficient operation, its facilities and equipment pertaining to the establishment of a Point of Interconnection.~~

~~3.9 — Each Party will provide the reactive requirements for its own system so as not to impose a burden on the other system.~~

~~3.10 — Cooperative may terminate service at any Point of Interconnection upon thirty (30) days notice to Company and upon payment to Company of an amount equal to the cost to install and remove the equipment associated with such termination. This section does not, however, relieve Cooperative of its obligation to purchase power under the service agreement of WPC Tariff.~~

~~3.11— Upon the termination of this Agreement, each of the Parties shall discontinue the use of the facilities of the other and the Parties shall disconnect the existing Points of Interconnection.~~

~~IV. TRANSMISSION AND DISTRIBUTION SERVICE~~

~~4.1— All transmission and distribution services will be provided and charged in accordance with the PUCT Substantive Rules relating to wholesale delivery of electricity in ERCOT and the approved tariffs of the Parties governing the provision of transmission and distribution services.~~

ARTICLE V. ~~ANCILLARY AND -~~ OTHER SERVICES

~~5.1— All ancillary services will be provided and charged in accordance with the CSW OATT governing the provisions of ancillary services.~~

~~5.25.1~~ This Agreement is applicable only to the interconnection of the facilities of the Parties at the Points of Interconnection and does not obligate ~~Company or Cooperative~~ either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. ~~Company and Cooperative are each~~ Each Party is responsible for making the arrangements necessary to receive any other service that either Party may desire from the other Party or any third party.

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

ARTICLE VI. ~~SYSTEM OPERATION~~ OPERATION AND MAINTENANCE

6.1 Unless ~~a contribution in aid of construction is made~~ otherwise provided by the Facility Schedules, each Party shall, at each Point of Interconnection, at its own risk and expense, ~~design, install, operate and maintain, or cause the design, installation, maintenance, and operation of its transmission and distribution system, the facilities (including all apparatus and necessary protective devices on its side of the meters,)~~ it owns or hereafter may own, so as to reasonably minimize the likelihood of ~~a disturbance~~ voltage and frequency abnormalities, originating in the system of one Party, from affecting or impairing the system of the other Party, or other systems to which the Party is interconnected. The Parties agree ~~to cause their systems to be interconnected and that all Points of Interconnection will be~~ operated in accordance and maintained in conformance with the ~~operating guidelines of ERCOT and constructed in accordance with specifications at least equal to those~~ Requirements.

~~6.2 Unless otherwise provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction. Each Party will be responsible for the power and energy and all equipment and facilities on its side of the Point of Interconnection.~~

~~6.2 The systems of the Parties shall be operated interconnected continuously under normal conditions. The Parties recognize that difficult operating and technical problems may arise in the control of frequency, voltage, flow of power and harmonics, and that successful interconnected operation can only be accomplished through the cooperation of their respective operating personnel. The operating personnel shall cooperate with each other in keeping the frequency, voltage and net interchange of power at the scheduled value as closely as practicable. Neither Party shall be obligated in connection with any operation hereunder to carry abnormal reactive current for the other Party or to correct harmonics originating in the facilities of the other Party. Each Party shall be responsible for the reactive kilovolt-ampere requirements of its own system.~~

~~6.3 Cooperative shall maintain a power factor of at least 0.95 at each Point of Interconnection. If Cooperative's power factor should fall below 0.95, Company will give notice to Cooperative of such failure and Cooperative shall promptly make provisions for addition, automatic switching or control of capacitors or other devices to correct the power factor.~~

~~6.4 Cooperative shall use its best efforts to maintain a reasonable electrical balance between phases of a multi-phase Point of Interconnection. Specifically, at a three phase Point of Interconnection, the maximum deviation of any single phase current from arithmetic average of three phase currents should not exceed twenty percent (20%). Company will not be able to assure voltage within normal limits if the maximum is exceeded.~~

~~6.5 The load level at a single-phase or open wye Point of Interconnection shall be limited to that which Company's system can tolerate without causing Company's phase balance at the nearest three-phase source to exceed the twenty percent (20%) unbalanced load limit set forth in Section 6.4 above. Company shall make a reasonable effort to compensate for such unbalance by shifting its own single-phase loads. If Company is unable to compensate for such unbalance in this manner, Cooperative shall add the phase or phases necessary to bring Company's system within said twenty percent (20%) unbalanced load limit. In order to enable Cooperative to add such additional phases, Company shall add additional phases on its system at the Point of Interconnection, as required Facility Schedules, each.~~

~~6.6 In the event that Cooperative's actual demand imposed upon any Point of Interconnection exceeds the maximum contract demand for that Point of Interconnection as provided in the transmission service agreement executed between the Parties as provided for under the CSW OATT, Cooperative shall pay any operation or maintenance expense incurred as a result of excess demand and for any damage to Company's facilities resulting therefrom.~~

~~VII. OPERATION, MAINTENANCE AND INSPECTION OF INTERCONNECTION FACILITIES~~

~~7.1 — Each~~ Party 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. ~~Cooperative assumes all responsibility for electricity beyond the Point of Interconnection and it is understood that, except as provided in Section 7.2 below, or otherwise agreed in writing, Company assumes no responsibility with respect to the construction, installation, maintenance or operation of Cooperative's system or any part thereof. Cooperative shall use reasonable diligence in maintaining its lines and equipment in proper and serviceable condition, and shall take all reasonable steps and precautions maintaining the service herein agreed to be performed and received.~~

~~7.2 — 6.3~~ Unless otherwise provided by the Facility Schedules, each Party shall operate the facilities within its transmission network. The operation of the electrical network shall be such that power flows that enter and exit one Party's transmission facilities do not have undue impacts on another Party's transmission facilities. Operational responsibility for facilities owned by ~~one~~ a Party, but installed in ~~another Party's~~ the other Party's substation or transmission line, will be identified in the ~~attached Exhibits~~ Facility Schedule for that particular Point of Interconnection.

~~7.3 — All 69 kV and 138 kV switches which are owned by Cooperative and supplied from Company's transmission system shall be subject to the control of Company's transmission dispatcher in Abilene, Texas, and may be opened at his direction for the purpose of restoration of service to Company's system. The reclosing of such switches opened by Company's switchmen shall be in accordance with operating procedures agreed to by Company and Cooperative. When such operating instructions are complied with, Cooperative shall indemnify and hold harmless Company from and against any and all legal and other expenses, claims, costs, losses, suits or destruction of property, arising in any manner directly or indirectly by reason of the acts or omissions of Company's switchmen.~~

~~7.4~~ During the term of this Agreement, the Parties will, consistent with maintaining good operating practices, coordinate their operations to ~~ensure maximum~~ maintain continuity of services to their respective customers. ~~Scheduled 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. No~~ 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.

~~7.5~~ 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.

~~6.6~~ During periods of emergency conditions, with prior approval of the owning Party, ~~a Party may operate equipment owned~~ declared by ~~the other Party in order~~ ERCOT, or as necessary

to restore customer service-, ~~either Party may operate equipment that is normally operated by the other Party, provided the 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 ~~and after the fact authorization will be prompt and not unreasonably withheld.~~

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

ARTICLE VII - RIGHT OF ACCESS, EQUIPMENT INSTALLATION AND REMOVAL

87.1 Each Party shall, ~~upon reasonable notice,~~ permit duly authorized representatives and employees of the other Party to enter upon its premises for the purpose of ~~reading or checking meters, for the purpose of~~ inspecting, testing, repairing, renewing, or exchanging any or all of the equipment owned by ~~the~~such other Party ~~that is~~ located on such premises or for the purpose of performing any work necessary ~~at any time during~~in the ~~term~~performance of this Agreement.

87.2 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 ~~is~~has been submitted ~~to and agreed upon by the other Party Parties.~~

~~8.3 — During emergency conditions, with prior approval of the owning Party, Company and Cooperative's switchmen or patrolmen shall have access to breakers, switches and reclosers, which are installed exclusively for providing service to Cooperative, for purposes of service restoration.~~

~~8.4 — Company's switchmen shall have access to all 69 kV and 138 kV switches which are owned by Cooperative and supplied from Company's transmission system.~~

8.57.3 Any and all equipment, apparatus, and devices ~~or 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 and remain the property of the Party owning and installing such equipment, apparatus, devices, or facilities, regardless of the mode and manner of annexation or attachment to real property. Upon the termination of any Point of Interconnection under this Agreement, the Party owning and installing such equipment, apparatus, devices, or facilities ~~associated with the terminated Point of Interconnection which was installed~~ on the premises property of the other Party, shall 1) have the

right to sell such equipment, apparatus, devices, or facilities to the other Party if the other Party wishes to purchase such equipment, apparatus, devices, or facilities or 2) to enter upon the premises of the other Party and shall, within a reasonable time, remove such equipment, apparatus, devices or facilities, or facilities, at no cost to the owner of the premises. If, upon the termination of any Point of Interconnection under this Agreement, equipment of a Party that is installed on the premises of the other Party is neither sold to the other Party nor removed by the owning Party within a reasonable time, it shall be considered abandoned by the owning Party and may be disposed of by the other Party in the manner it shall determine appropriate; provided, however, that any net cost incurred by the disposing Party shall be reimbursed by the abandoning Party.

8.67.4 Each Party shall clearly mark its respective equipment, apparatus, devices, or facilities with appropriate ownership identification.

IX.7.5 Either Party may request the other Party to upgrade or modify its terminal facilities at a Point of Interconnection in accordance with the requesting 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 responsive 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.

ARTICLE VIII - METERING AND RECORDS

98.1 ~~Metering~~All metering equipment required herein ~~for the purpose of measuring the power and energy delivered to Cooperative shall be~~shall be selected, installed and owned by Company at each Point of Interconnection and shall be, tested, operated, and maintained by Company~~the Party owning such metering equipment~~ in accordance with ~~good engineering practice. Good Utility Practice and the ERCOT Requirements.~~

9.2 ~~Company will test and inspect its meters at the Points of Interconnection at intervals not to exceed twelve (12) months. In addition, Company will inspect and test its meters within sixty (60) days after installation and after a change of instrument transformers. Additional tests and~~8.2~~The non-owning Party of the metering equipment shall be permitted to witness any testing, inspection of Company's meters shall be made whenever reasonably requested by Cooperative with Cooperative bearing the expense of the additional tests and inspection. Company, 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 Cooperative~~the other Party may be present. After proper notification to Cooperative, Company~~the other Party, the owner~~ may proceed with the scheduled tests or inspections regardless of whether a witness is present.

~~98.3~~ If any test or inspection of ~~a meter, including instrument transformers, metering equipment~~ shows ~~them to be inaccurate~~ that it does not meet the accuracy requirements established by ~~more than one and one-half percent (1.5%) high or low~~ the ERCOT Requirements, the meter or other equipment found to be inaccurate or defective shall be promptly repaired, adjusted, or replaced by the owner ~~as well as adjustments made to the interchange accounts. Such adjustments to the interchange accounts shall apply to one-half the period since the date of the last test or to the actual period during which such inaccuracy may be determined to have existed.~~ Should metering equipment fail to register, the power and energy delivered to Cooperative shall be determined by check meters installed by Cooperative. If Cooperative has not installed check meters or if such check meters have failed to fully register, the amounts of power and energy delivered to Cooperative shall be estimated by Company, by reference to amounts previously delivered under substantially similar conditions and received shall be determined in accordance with the ERCOT Requirements.

~~9.4~~ — For metering equipment that is temporarily by-passed for construction, rebuilding, routine or emergency maintenance of equipment, all due effort shall be made by Company to provide accurate alternative metering equipment. However, if such alternative equipment is impossible or unreasonably difficult to obtain or apply, the amount of the power and energy delivered during the period of the by-pass shall be estimated as in Section 9.3 above.

~~9.5~~ — In addition to meter records, the Parties shall make available, upon request, to each other such log sheets and other records as may exist to afford a history of the various movements of power and energy between the systems of the Parties hereto ~~8.4~~ As long as metering, telemetering or communications facilities are required by the ERCOT Requirements and are operated and maintained in accordance with ERCOT guidelines and Protocols, 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 IX – COMMUNICATION AND TELEMETERING FACILITIES

~~9.5~~

~~9.6~~ — Each Party shall maintain, in accordance with normal utility accounting procedures, complete books and records of their respective construction costs and expenses associated with the establishment of a Point of Interconnection. Upon request, each Party will make available to the other Party for inspection, through its employees, agents or independent public accountants, all records used to establish charges in accordance with this Agreement. All inspections will be performed at the inspecting Party's own expense during normal business hours in the offices of the Party in possession of such records.

~~9.7~~ — All books, records and other pertinent data associated with this Agreement shall be maintained for the most recent historical four (4) year period for the term of this Agreement and for two (2) years following termination of this Agreement.

X. TELECOMMUNICATION EQUIPMENT

~~10.1~~ ~~The Parties~~Each Party shall provide, at ~~their~~its own expense, the necessary communication and telemetering facilities needed for the control and operation of ~~each Party's~~its transmission and/or distribution system.

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

ARTICLE X - INDEMNIFICATION

~~11.1 — THE TRANSMISSION CUSTOMER~~ EACH PARTY ~~SHALL AT ALL TIMES ASSUME ALL LIABILITY FOR, AND SHALL INDEMNIFY, DEFEND, AND SAVE THE TRANSMISSION PROVIDER HARMLESS~~ THE OTHER PARTY, ITS DIRECTORS, OFFICERS, AND AGENTS (INCLUDING, BUT NOT LIMITED TO, DIRECTORS, OFFICERS, AND EMPLOYEES OF ITS AFFILIATES AND CONTRACTORS) ~~FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, INCLUDING CLAIMS AND ACTIONS RELATING TO INJURY TO OR DEATH OF ANY PERSON (INCLUDING THE EMPLOYEES OF THE INDEMNIFIED PARTY) OR DAMAGE TO PROPERTY, (INCLUDING PROPERTY OF THE INDEMNIFIED PARTY) DEMANDS, SUITS, RECOVERIES, COSTS AND EXPENSES, COURT COSTS, ATTORNEY FEES, AND ALL OTHER OBLIGATIONS BY OR TO THIRD PARTIES, ARISING OUT OF OR RESULTING FROM NEGLIGENCE OR OTHER FAULT IN THE TRANSMISSION PROVIDER'S DESIGN, CONSTRUCTION, OR OPERATION OF THEIR RESPECTIVE FACILITIES, DURING THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS TARIFF ON BEHALF OF THE TRANSMISSION CUSTOMER AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, EXCEPT IN CASES OF NEGLIGENCE OR INTENTIONAL WRONGDOING BY THE TRANSMISSION PROVIDER~~ INDEMNIFIED PARTY.

~~11.2 — EACH PARTY MAY, UNDER THE DIRECTION OF THE OTHER PARTY, PERFORM VOLUNTARY OR EMERGENCY ACTS TO ELECTRIC FACILITIES WHICH ARE THE RESPONSIBILITY OF THE OTHER PARTY BUT SHALL HAVE NO LIABILITY FOR DAMAGES OR INJURIES RESULTING FROM SAID ACTS EVEN IF NEGLIGENT EXCEPT TO THE EXTENT THAT SAID DAMAGES OR INJURIES ARE PROXIMATELY CAUSED BY ACTS OR OMISSIONS WHICH ARE FOUND TO BE WANTON OR WILLFUL WITH INTENT TO CAUSE INJURY.~~

~~XII.~~ARTICLE XI - NOTICES

~~4211.1~~ 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 communication made pursuant to this Agreement shall be deemed ~~to be~~ properly given if delivered in writing, ~~postage paid~~, to the following:

If to Company:

American Electric Power Service Corporation
Director, System Interconnections
Robert Pennybaker
212 East Sixth Street
Tulsa, OK 74119
918-599-2723
rlpennybaker@aep.com

and

American Electric Power Service Corporation
Manager, Transmission Access Customer Engagement
Central and South West Services, Inc.
Overnight: Two West Second 212 East Sixth Street
Tulsa, OK 74103-3102
U.S. Mail: P.O. Box 21928
Tulsa, OK 74121-1928 74119
Voice: (918) 594-2277
Fax: (918) 594-4401

naward@aep.com

If to Coleman County:

Coleman County Electric Cooperative, Inc.
General Manager and CEO
Clint Gardner
CEO & General Manager
Coleman County, TX, 76834
325-625-2128

If to Golden Spread:

Golden Spread Electric Cooperative, Inc.
Overnight: 3300 N. Hwy 84
Coleman, TX 76834
U.S. Mail: President & Chief Executive Officer
P.O. Box 8609898
Coleman Amarillo, TX 76834 79105-5898
Voice: (915) 625-2128
Fax: (915) 625-4765

42806-379-7766

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

ARTICLE XII - SUCCESSORS AND ASSIGNS

12.1 Subject to the provisions of Section 12.2 below, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

12.2 No 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 no 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. In the event that a Party transfers its interest in this Agreement, in whole or in part, to an affiliate of the assigning Party and such affiliate assignee is not subject to FERC jurisdiction, such affiliate assignee shall negotiate with the other Party any changes needed to protect the rights of the non-assigning Party pursuant to this Agreement and to conform to applicable state regulations and, if agreement is not achieved, file the agreement on an unexecuted basis with the applicable state regulatory authority for approval.

12.3 The several provisions of this Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons, corporations, or associations other than

the Parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of the Parties to this Agreement.

ARTICLE XIII - GOVERNING LAW AND REGULATION

13.1 This Agreement ~~shall~~must 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, ~~and~~ rules and regulations of duly constituted regulatory authorities having jurisdiction. ~~The Parties intend that nothing in this Agreement shall ever be construed as subjecting Cooperative to the jurisdiction of the FERC or the Federal Power Act.~~

13.2 ~~Nothing contained in this Agreement or any exhibit, appendix or schedule related to this Agreement shall be construed as affecting in any way the right of Company to unilaterally file with the FERC, or make application to the FERC for, changes in rates, terms and conditions, charges, classifications of service, rule or regulation under Section 205 of the Federal Power Act pursuant to the FERC's rules and regulations promulgated thereunder, or other applicable statutes or regulations.~~

13.3 ~~Nothing contained in this Agreement or any exhibit, appendix or schedule related to this Agreement shall be construed as affecting in any way the ability of Cooperative to exercise any right under the Federal Power Act pursuant to the FERC's rules and regulations promulgated thereunder.~~

13.4 ~~This Agreement is subject to the~~and all obligations hereunder, are expressly conditioned upon obtaining approval or for authorization or acceptance for filing by any regulatory authority ~~having jurisdiction over whose approval, authorization, or acceptance for filing is required by law. After execution by the Parties hereto. Both, the Company will file this Agreement with the FERC with copies of such filing provided to the PUCT. The Parties hereby agree to support the approval of this Agreement before such regulatory authority~~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.

13.53 In the event that a regulatory authority having jurisdiction over ~~the Parties~~this Agreement orders a change in ~~a term or the~~ terms of this Agreement, the Parties agree to negotiate in good faith a replacement term ~~or terms~~ 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 ~~effect~~affect either ~~Party's~~Party's duty to perform prior to the effective date of termination. ~~Under this section, Notwithstanding the foregoing, if Company may not, however, open switches, disconnect or abandon its interconnections with~~serves such notice of termination and Cooperative ~~without the~~

~~express formal approval of~~ notifies Company that ~~the regulatory authority having jurisdiction~~ continued interconnection to Company facilities is needed to assure the reliable supply of electric service to retail load, the procedures set forth in Section 1.2 of this Agreement shall apply.

XIV. INVOICING AND PAYMENT

~~14.1— Any invoices for sums due hereunder will be rendered by each Party to the other at the following address:~~

~~If to Company:~~

~~Central and South West Services, Inc.
Attn: Accounts Payable
P.O. Box 21928
Tulsa, OK 74121-1928~~

~~If to Cooperative:~~

~~General Manager
Coleman County Electric Cooperative, Inc.
P.O. Box 860
Coleman, TX 76834~~

~~14.2— The above listed addresses of either Party may be changed by written notification to the other Party.~~

~~14.3— Parties must receive payment by the 20th calendar day after the date of issuance of the invoice, unless the Parties agree on another mutually acceptable deadline. Interest will accrue on any unpaid amount, calculated in accordance with applicable FERC regulations. When payments are made by mail, invoices are considered as having been paid on the date of receipt by the Party.~~

XV. TAXES

~~15.1— All present or future federal, state, municipal, or other lawful tax (excluding federal income tax) applicable by reason of any service performed by Company, or any compensation paid to Company hereunder shall be added to the net invoice to Cooperative as determined under the appropriate tax rates and schedules.~~

~~15.2— All present or future federal income tax applicable by reason of revenues received by Company from Cooperative in the form of a contribution in aid of construction hereunder shall~~

be added to the net invoice to Cooperative as determined under the appropriate tax rates and schedules.

~~15.3 — Company and Cooperative agree that it is the intent of the Parties that performance under this Agreement will in no way jeopardize the tax-exempt status of Cooperative and the tax-exempt nature of Cooperative's property and use of facilities.~~

~~XVI. ASSIGNMENT~~

13.4 In the event any part of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall constitute a binding agreement between the Parties provided, however, that if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason of any provision or application being finally determined to be invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to establish such substitute provisions as will eliminate such material adverse effect to the extent practicable.

ARTICLE XIV – DEFAULT AND FORCE MAJEURE

Neither Party shall be considered in default with respect to any obligation hereunder, other than the payment of money, if prevented from fulfilling such obligations by reason of any cause beyond its reasonable control, including, but not limited to, outages or interruptions due to weather, accidents, equipment failures or threat of failure, strikes, civil unrest, injunctions or order of governmental or regulatory authority having jurisdiction (“Force Majeure”). If performance by either Party has been prevented by such event, the affected Party shall promptly notify the other Party of the existence, nature and expected duration of the event, and 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 XV - TERMINATION ON DEFAULT

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

receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

15.2 If a Default is not cured as provided in this 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 Section will survive termination of this Agreement.

15.3

~~16.1~~ This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and permitted assigns of the Parties. Cooperative, without the approval of Company, may assign, transfer, mortgage or pledge this Agreement to create a security interest for the benefit of the United States of America, acting through RUS. Thereafter, RUS, without the approval of Company, may (i) cause this Agreement to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such security interest, or (ii) if RUS first acquires this Agreement pursuant to 7 U.S.C. Section 907, sell assign, transfer or otherwise dispose of this Agreement to a third party; provided, however, that in either case (a) Cooperative is in default of its obligations to RUS that are secured by such security interest and RUS has given Company notice of such default; and (b) RUS has given Company thirty (30) days prior notice of its intention to sell, assign, transfer or otherwise dispose of this Agreement indicating the identity of the intended third party assignee or purchaser. No permitted sale, assignment, transfer or other disposition shall release or discharge Cooperative from its obligations under this Agreement.

16.2 — Neither Party shall assign its interest in this Agreement in whole or any part thereof to any third party without the prior written consent of the other Party, except in connection with the assignment of this Agreement by either Party to an affiliate, the merger of either Party, the sale by either Party of a substantial portion of its assets or as provided for in Section 17.1 above. Such consent shall not be unreasonably withheld.

XVII. DEFAULTS, REMEDIES AND WAIVERS

17.1 — It shall be an “Event of Default” in respect of a Party under this Agreement, if a Party shall fail in any material respect to comply with, observe or perform, or default in the performance of, any covenant or obligation under this Agreement or if any representation or warranty made in this Agreement by a Party shall fail to be true and correct in all material respects, and after receipt of written notice, such failure shall continue for a period of thirty (30) days.

17.2 — If an Event of Default shall occur and be continuing, the non-defaulting Party may, by notice, terminate this Agreement as of the date such notice is sent or if the non-defaulting Party

is Company, Company may at its election terminate a Point of Interconnection subject to any regulatory obligations. In addition to the rights and remedies described in this Agreement, the non-defaulting Party may exercise, at its election, any right or remedy it may have at law or in equity, including but not limited to compensation for monetary damages, injunctive relief and specific performance.

17.3—Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or matter. Any delay short of the statutory period of limitation in asserting or enforcing any right shall not be deemed a waiver of such right.

XVIII. FORCE MAJEURE

18.1—Neither Party shall be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure, provided the Party suffering such occurrence of Force Majeure shall act prudently to remove with reasonable dispatch the cause or causes thereof. Force Majeure shall mean any unforeseeable cause beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including but not limited to acts of God, strike (including that by vendor personnel), flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, change in law or applicable regulation subsequent to the date hereof and action or inaction by any federal, state or local legislative, executive, administrative judicial agency or body which, in any of the foregoing cases, by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

18.2—In the event of either Party being rendered unable, wholly or in part, by an occurrence of Force Majeure to perform any of its obligations under this Agreement (other than obligations to pay costs and expenses due), upon such Party's giving notice and full particulars of such occurrence of Force Majeure in writing or by telephone to the other Party as soon as reasonably possible after the occurrence of the cause relied upon, the obligations of the Party giving such notice, so far as they are affected by such occurrence of Force Majeure, shall be suspended during the continuance of any inability of performance so caused, but for no longer period. Telephone notices given under the provisions of this Section 19.2 shall be confirmed in writing as soon as reasonably possible and such written confirmation shall specifically state the full particulars of the occurrence of Force Majeure occurred, the course of action to be taken by the affected Party to minimize the effects caused by the occurrence of Force Majeure and when the occurrence of Force Majeure ceased or is expected to cease. This Agreement shall not be terminated by reason of any cause, but shall remain in full force and effect. Nothing contained in this Agreement shall be construed so as to require a Party to settle any strike, lockout, work stoppage or any industrial disturbance or dispute in which it may be involved, or to seek review of or take an appeal from any administrative or judicial action. Any Party rendered unable to fulfill any of its obligations under this Agreement by reason of an occurrence of Force Majeure shall exercise due diligence to remove such inability with all reasonable dispatch, and will

~~inform the other Party on a regular basis of its progress in accomplishing the removal of such inability to perform.~~

~~18.3— Nothing in this Article XVIII shall excuse the obligation of either Party to make any monetary payments as required to be made under this Agreement.~~

~~XIX. MISCELLANEOUS~~

~~19.1— 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 benefit of the Parties, their respective heirs, legal representatives, successors and assigns.~~

~~19.2 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties by this Agreement.~~

ARTICLE XVI – MISCELLANEOUS PROVISIONS

16.1 ~~19~~Any undertaking by a Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of that Party to the public or to the other Party, and it is understood and agreed that any such undertaking shall cease upon the termination of this Agreement.

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

16.3 This Agreement shall not affect the obligations or rights of either Party with respect to other agreements. ~~Both Parties~~Each Party to this Agreement ~~represent~~represents 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.

~~19.4~~16.4 This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced in writing and executed by the Parties.

16.5 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

~~19.5~~16.6 This Agreement will be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

16.7 This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof, and supersedes all prior agreements, including the Original Agreement, and all amendments thereto.

[The remainder of this page intentionally left blank]

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

**COLEMAN COUNTY ELECTRIC
COOPERATIVE, INC.**

**CENTRAL AND SOUTH
WEST SERVICES, INC.**

As Agent for

**WEST TEXAS
UTILITIES COMPANY**

By: _____ By: _____ s/a _____

Coleman County Electric Cooperative, Inc.

By: /s/ Synda Smith

Name: _____: Synda Smith

Title: Interim General Manager and CEO

Date: August 4, 2020

AEP Texas Inc.

By /s/ Robert W. Bradish

Name: ~~Preston Kissman~~ Robert W. Bradish

Title: _____ Title: Vice President, Electric
Delivery

Date: _____ Date: 1/7/00

Date: August 7, 2020

Golden Spread Electric Cooperative, Inc.

By: /s/ Scott I Gross

Name: Scott I Gross

Title: Interim President and Chief Executive Officer

Date: August 5, 2020

EXHIBIT A

POINTS OF INTERCONNECTION BETWEEN WEST TEXAS UTILITIES COMPANY AND COLEMAN COUNTY ELECTRIC COOPERATIVE, INC

7

<u>Facility Schedule No.</u>	<u>POINT OF INTERCONNECTION LocationPoint of MeterInterconnecti on (# of Points) * denotes GSEC POI</u>	<u>DELIVER Y VOLTAGE E (kV)Deliv ery Voltage [kV]</u>	<u>METER VOLTA GE (Meter Voltage [kV])</u>	<u>METER COMPENSATI ON FOR LOSSES Meter Compensation For Losses</u>	<u>ONE-LINE DIAGRAM ATTACHED ne-Line Diagram Attached</u>
<u>1</u>	Coleman East (1) 1000 Feet West of Hwy. 84 on the North side of FM 568, outside of the East Coleman Substation	12.475	12.475	No	Yes
<u>2</u>	CRMWD Pump Station #1 Adjacent to WTU's structure # 14/8 on WTU's Ballinger to Eden 69kV line, located north of Paint Rock, Texas (1) *	69.0	(2) 4.16	No Yes on both	No Yes
<u>3</u>	Cross Plains (1) Approximately 5 miles southwest of Cross Plains on East side of old Burkett Highway	12.5	12.5	No	Yes
<u>4</u>	Dressy Approximately 5 miles west of Cross Plains in the 69 to 2.4 kV Substation	66.069	12.5	No Yes	Yes

	that serves Santa Fe pump station (1) *				
<u>5</u>	Gouldbusk (1) * In Coleman County Electric Coop's Gouldbusk Substation located one mile east and half a mile north of Gouldbusk	67.069	12.475	No	Yes
<u>6</u>	Hatchel Eight miles South of Winters and West of Highway 83 in a 69kV to 12.5kV substation	12.5	12.5	No	Yes

EXHIBIT A (Continued)

<u>Facility Schedule No.</u>	<u>POINT OF INTERCONNE CTION LocationPoint of MeterInterconne ction (# of Points) * denotes GSEC POI</u>	<u>DELIVE RY VOLTA GE (kV)Deli very Voltage [kV]</u>	<u>METER VOLTA GE (Meter Voltage [kV])</u>	<u>METER COMPENSA TION FOR LOSSESMete r Compensatio n For Losses</u>	<u>ONE-LINE DIAGRAM ATTACHE DOne-Line Diagram Attached</u>
<u>7</u>	<u>Novice (1) *</u> In a 69/12.5kV sub on FM 1770 about 3 or 4 miles West of Novice	<u>69</u>	<u>12.5</u>	<u>No</u>	<u>Yes</u>
<u>8</u>	<u>Rowena</u> Adjacent to the Rowena substation <u>Novice</u> <u>on the Southeast</u> <u>side of RowenaIn</u> a 69/12.5kV sub on FM 1770 about 3 or 4 miles West of Novice	<u>66.012.5</u>	<u>12.5</u>	<u>No</u>	<u>Yes</u>
<u>9</u>	<u>Santa Anna</u> On Highway 67 east of Santa Anna approximately 3 miles <u>Rowena</u> Adjacent to the Rowena substation on the <u>Southeast</u> <u>south</u> side of <u>Rowena</u> <u>road</u>	<u>12.5</u>	<u>12.5</u>	<u>No</u>	<u>Yes</u>
<u>10</u>	<u>Talpa</u> <u>Five miles Santa</u> <u>Anna</u> On Highway 67 east of <u>Santa</u> <u>Anna</u> approximately 3 miles on <u>Talpa,</u>	<u>12.5</u>	<u>12.5</u>	<u>No</u>	<u>Yes</u>

		road south side of Highway 67, 2 miles south of Highway adjacent to substation				
<u>11</u>		<u>Winters</u> Approximately 1 mile North Talpa Five miles east of Talpa, south Winters and 1/4 mile East of Highway 67, 2 miles south of Highway adjacent to substation 83 on county road	12.5	12.5	No	Yes
<u>Winters</u> Approximately 1 mile North of Winters and 1/4 mile East of Highway 83 on county road	12.5	<u>Lake Ivie Tap (2) *</u>	138 (2)	12.5 (2)	No Yes on both	Yes

One Line Diagram

2795



FACILITY SCHEDULE NO. 2

- 1. Name:** CRMWD Pump Station #1 *
- 2. Facility Location:** CRMWD Pump Station #1 Point of Interconnection (“POI”) is located one span away on GSEC’s switch (6289) structure from AEP’s 69 kV Vitruvius box-bay station in AEP’s Ballinger to Eden 69 kV transmission line, located seven (7) miles south southeast of Paint Rock, Concho County, Texas. More specifically, where GSEC’s jumper conductors at GSEC’s switch (6289) structure physically connect to AEP’s 69 kV transmission line conductors terminating on GSEC’s switch (6289) structure.
- 3. Delivery Voltage:** 69 kV
- 4. Metering Voltage:**
 - 4.1.** 4.16 kV in the CRMWD Pump Station #1 substation
 - 4.2.** 4.16 kV in the Enterprise Lake Ivie substation
- 5. Loss Adjustment Due To Meter Location:** Yes for both meters
- 6. Normal Operation of Interconnection:** Closed
- 7. One-Line Diagram Attached:** Yes
- 8. Facilities Ownership and Installation Responsibilities of the Parties:**
 - A. AEP agrees that it owns the following facilities:**
 - i. the existing Ballinger to Eden 69 kV transmission line
 - ii. the Vitruvius station and all the facilities within it
 - iii. one (1) span of 69 kV transmission line from the Vitruvius station to GSEC’s switch (6289) structure
 - iv. the 4.16 kV meter and metering facilities for ERCOT settlement at the CRMWD Pump Station #1 substation
 - v. the 4.16 kV meter (check) at the Enterprise Lake Ivie substation in series/parallel with CCEC’s CT’s/PT’s
 - B. GSEC agrees that it owns the following facilities:**
 - i. the 69 kV transmission line from the CRMWD Pump Station #1 and Enterprise Lake Ivie substations that terminate at GSEC’s switch (6289) structure
 - ii. the 69 kV inline switch (6289)
 - iii. the 4.16 kV meter (check) at the CRMWD Pump Station #1 substation in series/parallel with AEP’s CT’s/PT’s
 - iv. the 4.16 kV meter and metering facilities within the Enterprise Lake Ivie substation
- 9. Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

Each Party will maintain the equipment it owns at its own expense.

11. Estimated Peak Load: 12,000 kW

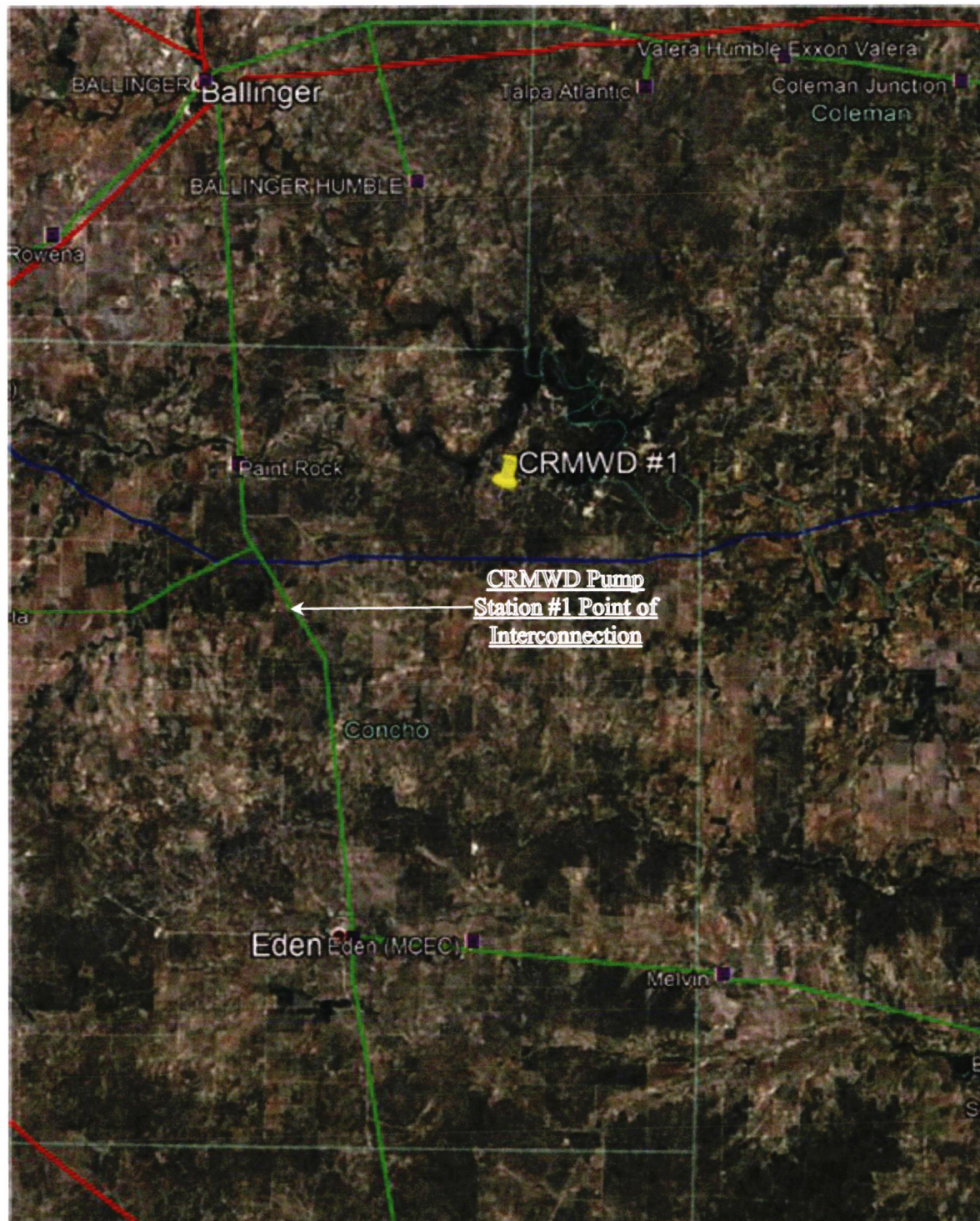
12. Other Terms and Conditions:

A. Parties mutually agree that this Facility Schedule may be amended to accurately document the final as-built design of the installed permanent interconnection facilities.

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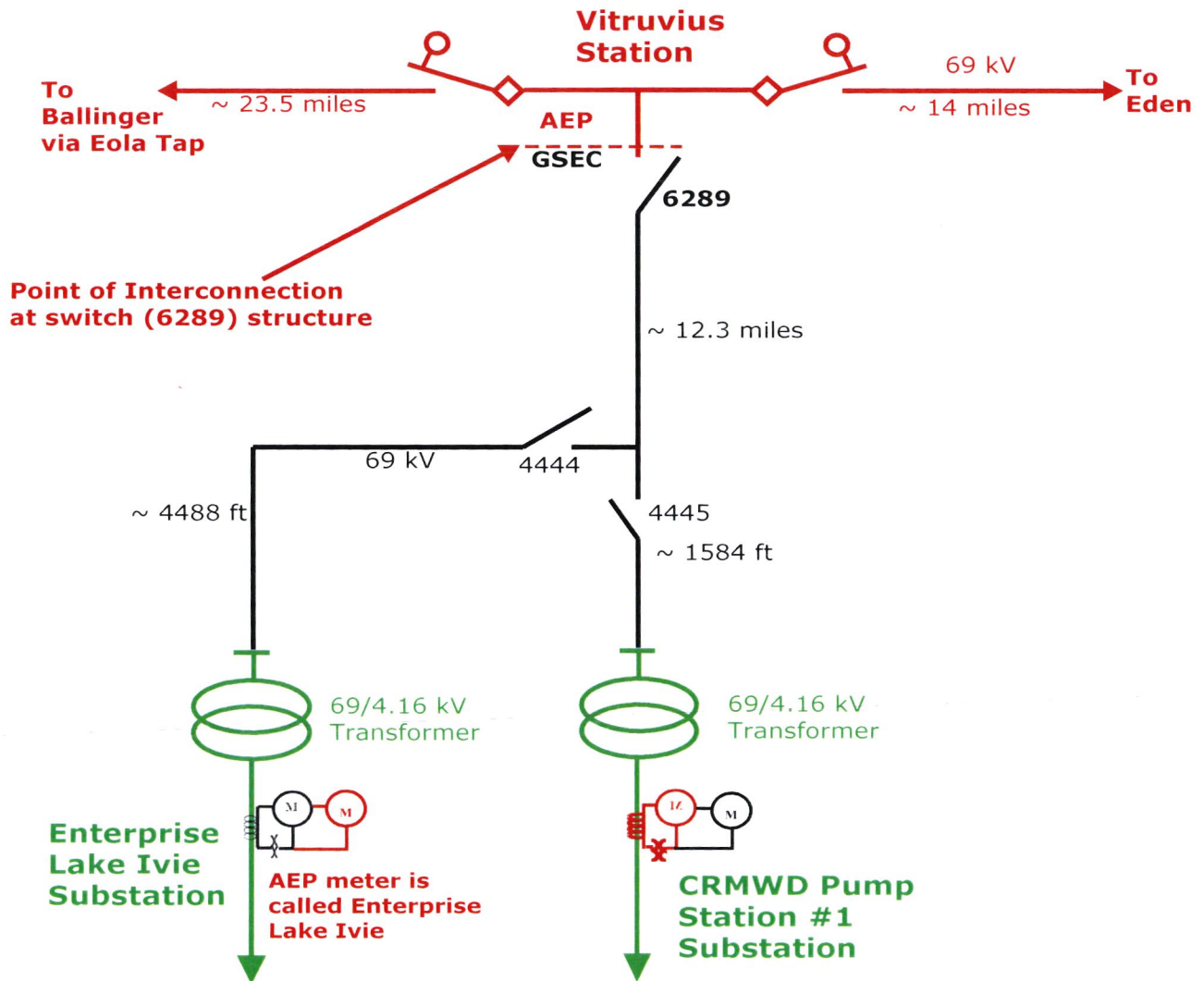
FACILITY SCHEDULE NO. 2 (continued)

Area Map



FACILITY SCHEDULE NO. 2 (continued)

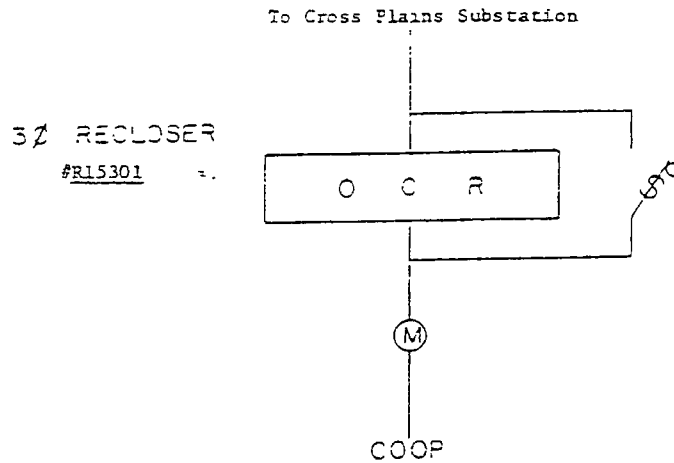
One Line Diagram



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

FACILITY SCHEDULE NO. 3 (continued)
One Line Diagram

ONE LINE DIAGRAM FOR EXHIBIT A



1. Coleman County Electric Co-op is to have access to recloser #R15301.
2. OCR #R15301 is a proposed facility at the metering point.

COOPERATIVE	METER POINT NAME
Coleman County Electric Co-op	Cross Plains

FACILITY SCHEDULE NO. 4

1. Name: Dressy *

2. Facility Location: GSEC's Dressy Point of Interconnection ("POI") is located at switch (5403) structure, two spans from AEP's Conan box bay Station ("AEP Station"), approximately 1.2 circuit miles from AEP's Cross Plains substation on the Cross Plains to Santa Anna 69 kV transmission line, approximately 0.5 mile west of Texas State Hwy 206 and approximately 1.2 miles southwest of Cross Plains Texas in Callahan County. More specifically, where GSEC's jumper conductors at GSEC's switch (5403) structure physically connect to AEP's 69 kV transmission line conductors terminating on GSEC's switch (5403) structure.

3. Delivery Voltage: 69 kV

4. Metering Voltage: 12.5 kV in the Dressy substation

5. Loss Adjustment Due To Meter Location: Yes

6. Normal Operation of Interconnection: Closed

7. One-Line Diagram Attached: Yes

8. Facilities Ownership and Installation Responsibilities of the Parties:

A. AEP agrees that it will install and own the following facilities:

- vi. the AEP Station and all the facilities within it
- vii. the existing Cross Plains 69 kV transmission line
- viii. the existing to Santa Anna 69 kV transmission line
- ix. two (2) spans of 69 kV transmission line from the AEP Station to GSEC's switch (5403) structure
- x. one (1) motor operated inline switch in the Cross Plains 69 kV transmission line
- xi. one (1) motor operated inline switch in the Santa Anna 69 kV transmission line
- xii. one (1) motor operated inline switch towards GSEC's 69 kV transmission line
- xiii. wave trap towards GSEC's 69 kV transmission line
- xiv. the 12.5 kV meter and metering facilities within CCEC's Dressy substation

B. GSEC agrees that it will install and own the following facilities:

- v. the 69 kV transmission line from CCEC's Dressy and Shin Oak substation that terminate at GSEC's switch (5403) structure
- vi. the 69 kV inline switch (5403)
- vii. the 4.16 kV meter (check) at the Dressy substation in series/parallel with AEP's CT's/PT's
- viii. the 12.5kV meter and metering facilities within the Shin Oak substation

9. Facility Operation Responsibilities of the Parties:

Each Party will operate the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

Each Party will maintain the equipment it owns at its own expense.

11. Estimated Peak Load: 2,500 kW

12. Other Terms and Conditions:

B. AEP's estimated in-service date for the AEP Station is November 30, 2021.

C. Parties mutually agree that this Facility Schedule may be amended to accurately document the final as-built design of the installed permanent interconnection facilities.

D. AEP shall have access to GSEC's inline switch (5403)

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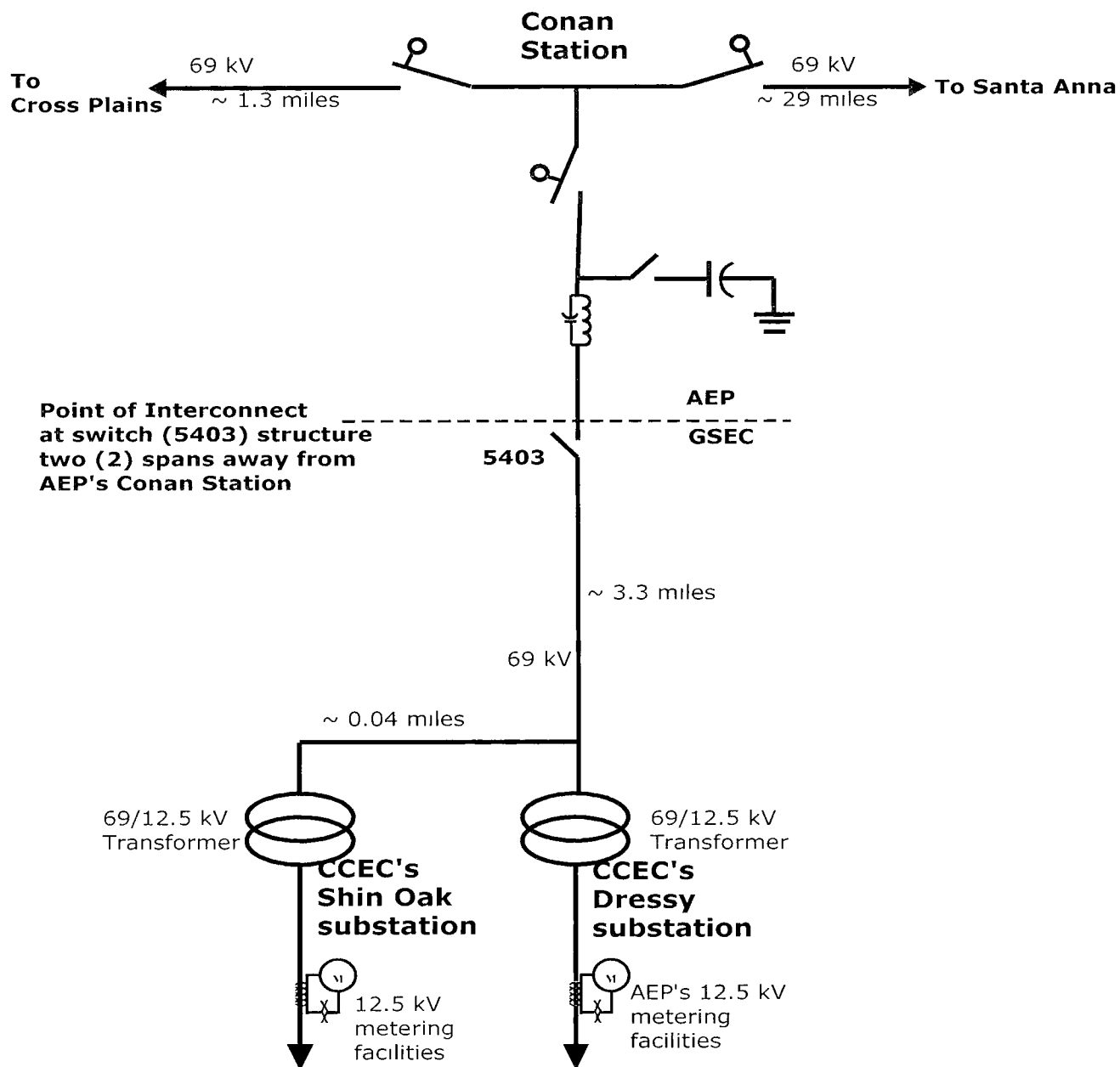
FACILITY SCHEDULE NO. 4 (continued)

Area Map



FACILITY SCHEDULE NO. 4 (continued)

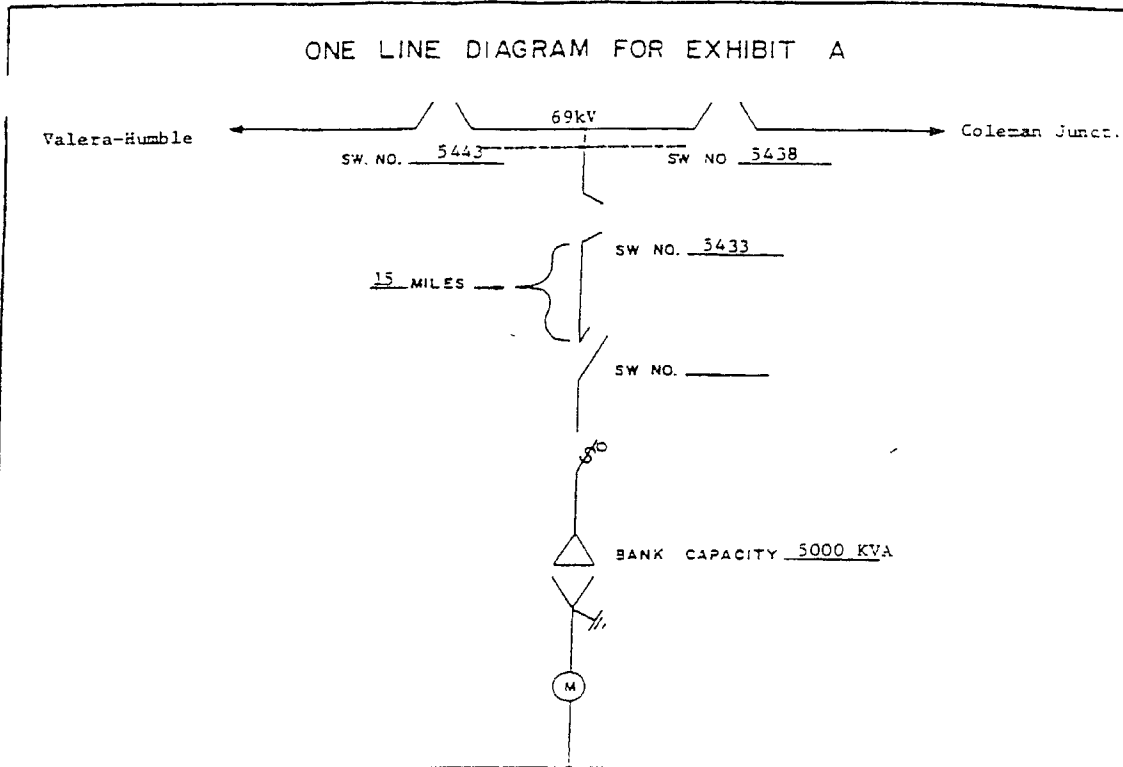
One Line Diagram



_____ AEP
 == == GSEC/CCEC

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

FACILITY SCHEDULE NO. 5 (continued)
One Line Diagram

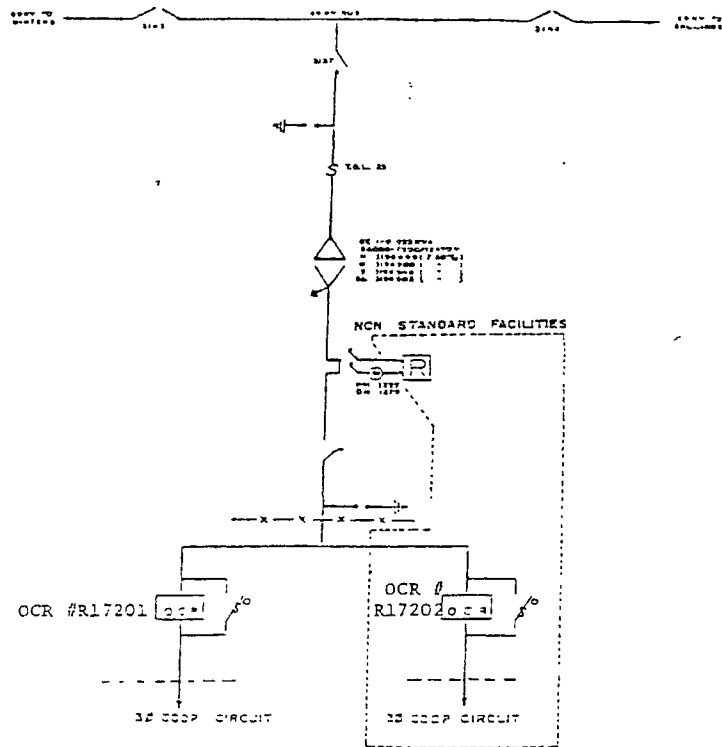


1. Dashed line indicates point of change in ownership.
2. AFP is to have access to Coleman County Electric Coop's Switch No. 5433.

COOPERATIVE	METER POINT NAME
Coleman County Electric Coop	Gouldbusk

FACILITY SCHEDULE NO. 6 (continued)
One Line Diagram

ONE LINE DIAGRAM FOR EXHIBIT A

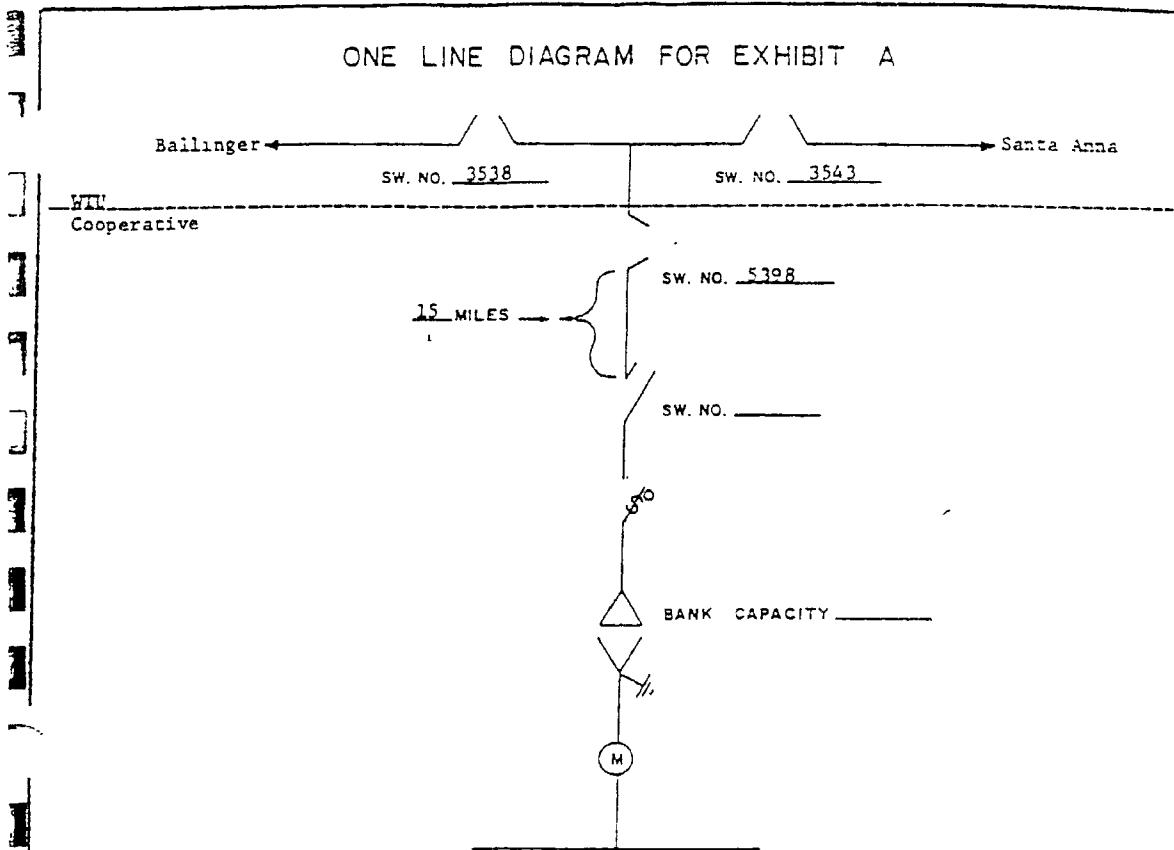


1. Coleman County Electric Co-op is to have access to OCR #R17201 and R17202.
2. OCR #R17202, voltage regulators and their associated equipment are nonstandard facilities
3. OCR #R17201, OCR #R17202, voltage regulators and their associated equipment are proposed facilities that will be installed at the meter point prior to the next rate change.
4. Dashed lines indicate points of change in ownership.

OPERATOR
Coleman County Electric Co-op

METER POINT NAME
Hatchell

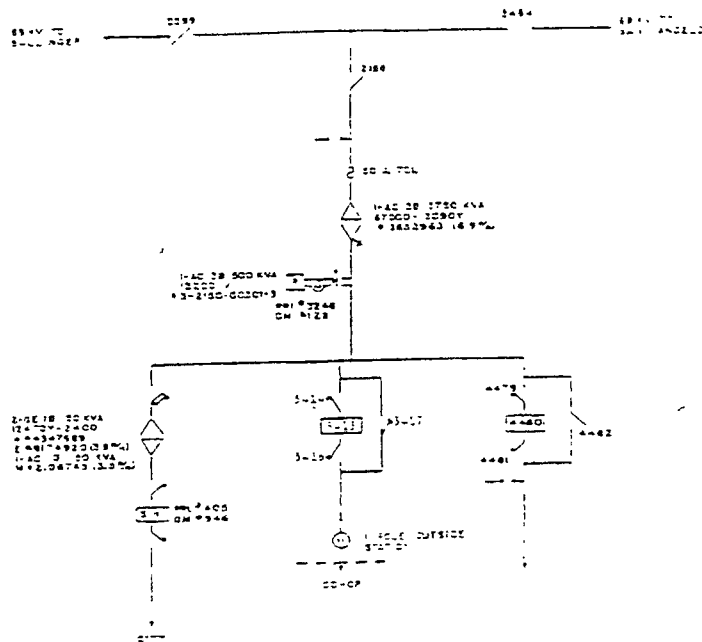
FACILITY SCHEDULE NO. 7 (continued)
One Line Diagram



1. AEP is to have access to Coleman County Electric indicated above as switch #5398.
2. Dashed line indicates change of ownership.

COOPERATIVE	METER POINT NAME
Coleman County Electric Cooperative	Novice

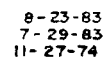
ONE LINE DIAGRAM FOR EXHIBIT A



1. Coleman County Electric Co-op is to have access to the OCR 5415 and line side disconnect switch 5416.
2. OCR and switches indicated as 5414, 5415, 5416 and 5417 are proposed facilities in AEP Rowena Substation.
3. Dashed line indicates change of ownership.

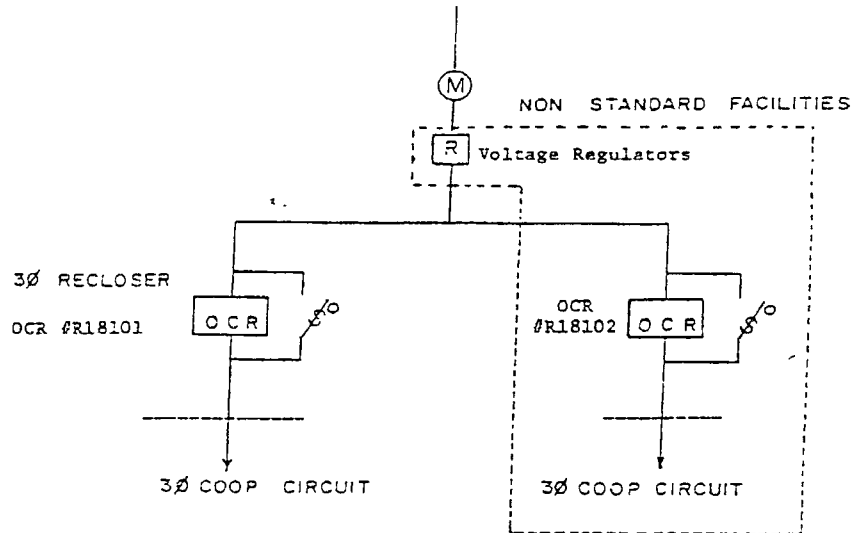
COOPERATIVE	METER POINT NAME
Coleman County Electric Co-op	Rowena

One Line Diagram



FACILITY SCHEDULE NO. 9 (continued)
One Line Diagram

ONE LINE DIAGRAM FOR EXHIBIT A



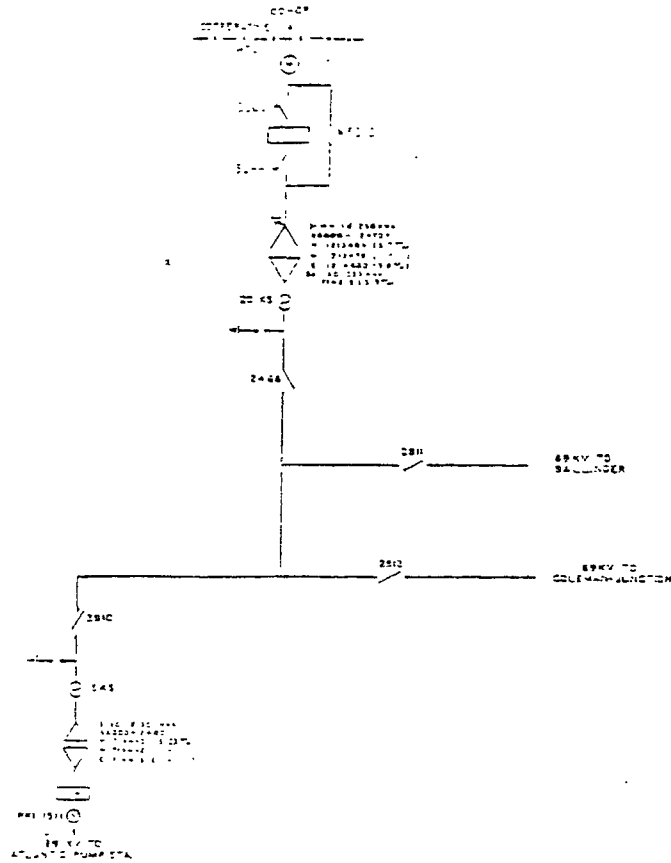
1. Coleman County Electric Co-op is to have access to OCR #R18101 and OCR #R18102.
2. OCR #R18102, voltage regulators and their associated equipment are nonstandard facilities.
3. OCR #R18101, OCR #R18102, and the voltage regulators are proposed facilities that will be installed at the meter point prior to the next rate change.
4. Dashed lines indicates points of change in ownership.

COOPERATIVE
Coleman County Electric Co-op

METER POINT NAME
Santa Anna

FACILITY SCHEDULE NO. 10 (continued)
One Line Diagram

ONE LINE DIAGRAM FOR EXHIBIT A



1. Coleman County Electric Co-op is to have access to OCR 5300 and line side disconnect switch 5301 in West Texas Utilities Co. Talpa Atlantic Substation.
2. OCR and switches indicated above as 5299, 5300, 5301 and 5302 are proposed facilities in WTU's Talpa Atlantic Substation.
3. Dashed line indicates change of ownership.

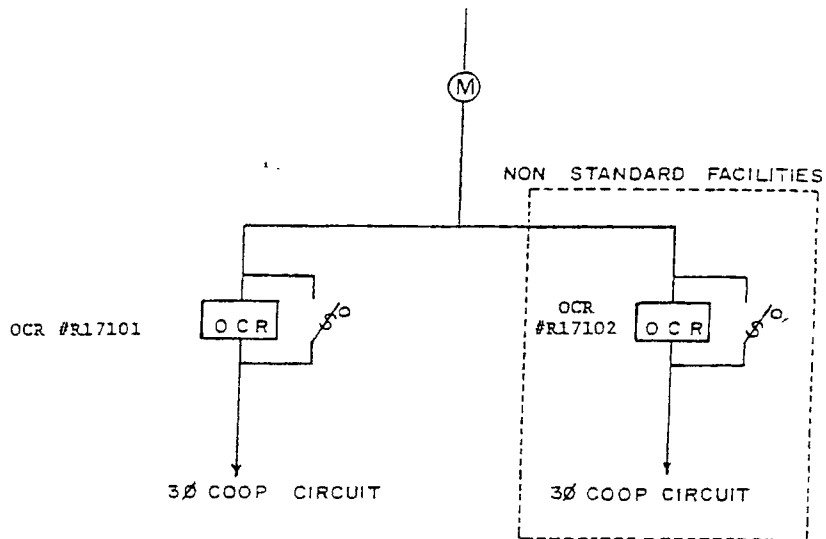
COOPERATIVE	METER POINT NAME
Coleman County Electric Co-op	Talpa

One Line Diagram

[illegible]

FACILITY SCHEDULE NO. 11 (continued)
One Line Diagram

ONE LINE DIAGRAM FOR EXHIBIT A



1. Coleman County Electric Co-op is to have access to OCR #R17101 and OCR #R17102.
2. OCR #R17102 and its associated equipment are nonstandard equipment.
3. OCR #R17101 and OCR #R17102 and their associated equipment are proposed facilities that are to be installed prior to the next rate change.

COOPERATIVE	METER POINT NAME
Coleman County Electric Co-op	Winters

FACILITY SCHEDULE NO. 12

1. Name: Lake Ivie Tap *

2. Facility Location: The Lake Ivie Tap is located on structure (11/8) in the Ballinger to Santa Ana 138 kV transmission line, approximately 10.7 circuit miles east of Ballinger, Runnels County, Texas. There are two (2) Points of Interconnection located at the Lake Ivie Tap where 1) on the north side of the Lake Ivie Tap, GSEC terminates GSEC's 138 kV transmission conductors from GSEC's switch (5062) structure one span away; and 2) on the south side of the Lake Ivie Tap, GSEC terminates GSEC's 138 kV transmission conductors from GSEC's switch (5059) structure one span away. More specifically, the Points of Interconnection are where AEP's jumper conductors at AEP's structure (11/8) physically connect to GSEC's 138 kV transmission line conductors terminating on AEP's structure (11/8).

3. Delivery Voltage: 138 kV

4. Metering Voltage: 12.5 kV in each of the Ivie Booster Pump Station

5. Loss Adjustment Due To Meter Location: Yes

6. Normal Operation of Interconnection: Closed

7. One-Line Diagram Attached: Yes

8. Facilities Ownership and Installation Responsibilities of the Parties:

8.1. AEP agrees that it owns the following facilities:

- i. the existing Ballinger to Santa Anna 138 kV transmission line
- ii. structure (11/8) in the Ballinger to Santa Anna 138 kV transmission line
- iii. the switch structures and switches (5067 and 5098) on both sides of the Lake Ivie Tap in the Ballinger to Santa Anna 138 kV transmission line
- iv. the 12.5 kV meter and metering facilities within both Lake Ivie Booster Pump station and Lake Ivie Intake Pump station.

8.2. GSEC agrees that it owns the following facilities:

- i. One span of 138 kV transmission line from AEP's structure (11/8) to switch (5062)
- ii. One span of 138 kV transmission line from AEP's structure (11/8) to switch (5059)
- iii. the 138 kV radial switches (5062 and 5059)
- iv. the switch (5062 and 5059) structures
- v. the 12.5 kV meter (check) at each of the Lake Ivie Booster and Lake Ivie Intake Pump Stations in series/parallel with AEP's CT's/PT's.

9. Facility Operation Responsibilities of the Parties:

Each Party will operate the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

Each Party will maintain the equipment it owns at its own expense.

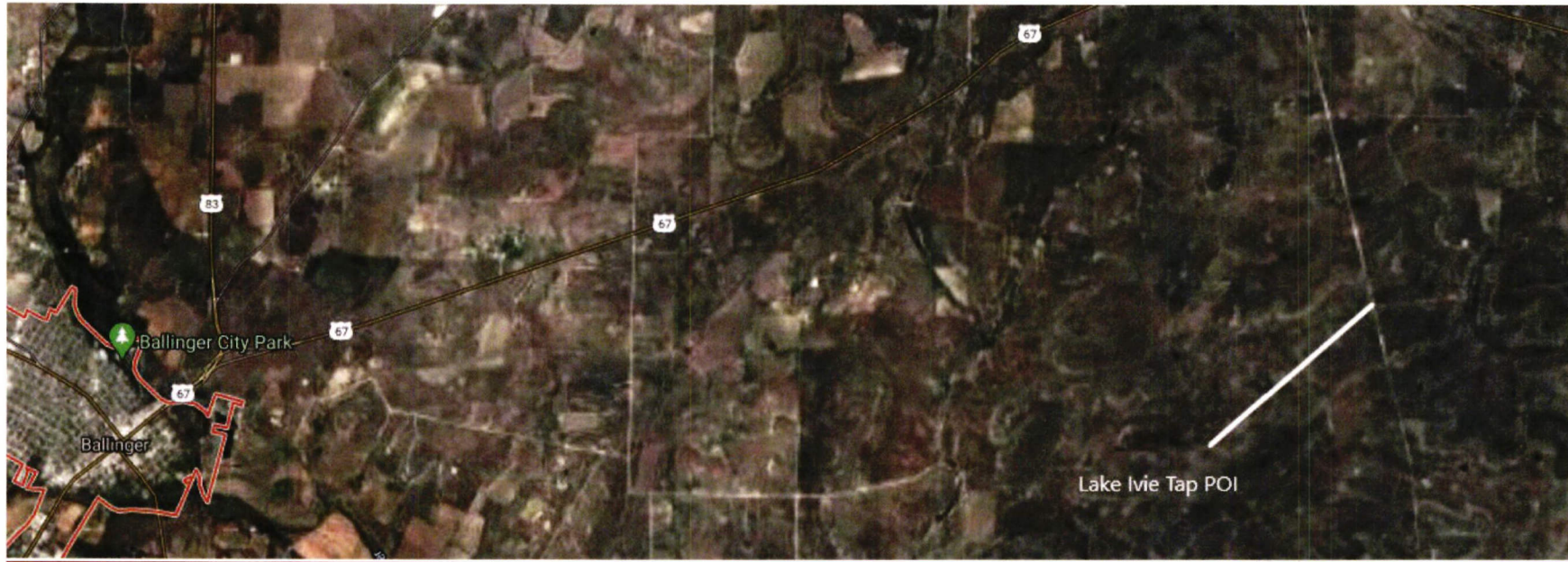
11. Estimated Peak Load:

12. Other Terms and Conditions:

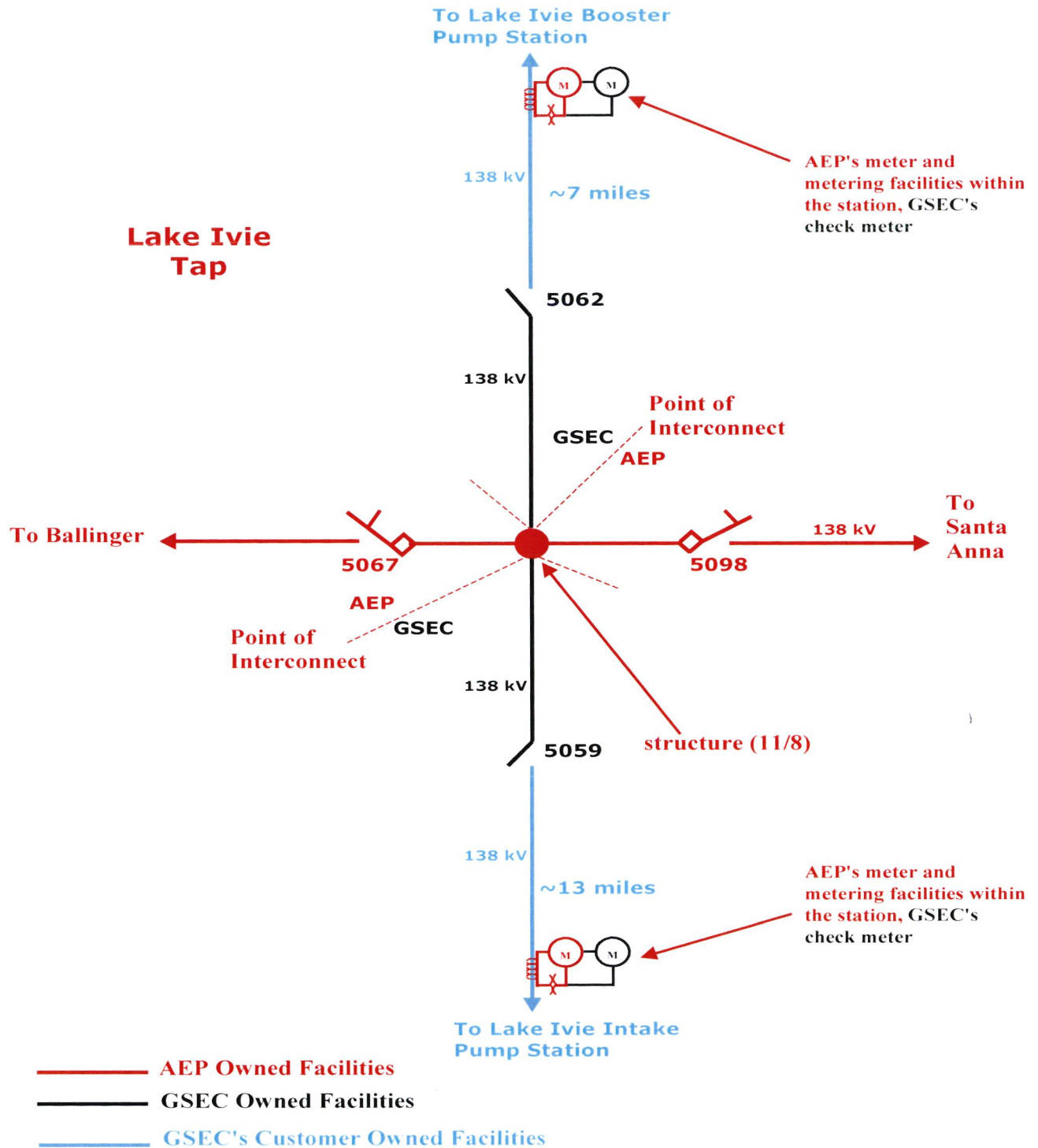
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FACILITY SCHEDULE NO. 12 (continued)

Area Map



FACILITY SCHEDULE NO. 12 (continued)
One Line Diagram



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

