Control Number: 35077

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FOURTH AMENDED AND RESTATED

INTERCONNECTION AGREEMENT

BETWEEN

AEP TEXAS INC.

AND

ONCOR ELECTRIC DELIVERY COMPANY LLC

DATED: 10/10/2020 | 9:58 AM EDT

1102

FOURTH AMENDED AND RESTATED INTERCONNECTION AGREEMENT BETWEEN AEP TEXAS INC. AND ONCOR ELECTRIC DELIVERY COMPANY LLC

THIS FOURTH AMENDED AND RESTATED INTERCONNECTION AGREEMENT ("Agreement") is made and entered into as of 10/10/2020 | 9:58 AM EDT (the "Execution Date") by and between **AEP Texas Inc.** ("AEP") and **Oncor Electric Delivery Company LLC** ("Oncor"), each sometimes hereinafter referred to individually as a "Party" or both referred to collectively as the "Parties".

WITNESSETH

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

WHEREAS, the Parties entered into a Third Amended and Restated Interconnection Agreement effective on December 3, 2018 (the "Third Amended and Restated Agreement); and

WHEREAS, LCRA TSC and Oncor Electric Delivery Company LLC ("Oncor") have consummated transactions by that certain Bill of Sale, dated as of September 13, 2019, by and among LCRA TSC and Oncor pursuant to which certain electric transmission line and substation assets have been transferred between the parties to that agreement ("2019 Asset Transfer");

WHEREAS, as part of the 2019 Asset Transfer, all of LCRA TSC's rights, title, powers, privileges and interests to the Camp San Saba and Hext Points of Interconnection were transferred to Oncor, accordingly the Facility Schedules and Exhibit "A" will be incorporated with Camp San Saba and Hext into this Agreement;

WHEREAS, as part of the 2019 Asset Transfer, all of Oncor's rights, title, powers, privileges and interests to the Leon Point of Interconnection, were transferred to LCRA TSC, accordingly the Facility Schedule No.9 and Exhibit "A" will be reflect as a termination in this Agreement;

WHEREAS, Oncor and Sharyland Utilities L.L.C. ("SU") have consummated transactions contemplated by that certain Agreement and Plan of Merger, dated as of July 21, 2017, by and among Oncor and SU certain of their affiliates ("SU/Oncor Agreement and Plan of Merger"), pursuant to which certain electric transmission assets have been transferred between Oncor and SU; and

WHEREAS, in order to reflect the effect of the above-described transfers of certain electric transmission assets between Oncor and SU, the Parties agree to amend and restate the Third

Amended and Restated Agreement to revise Facilities Schedule No. 1 Bluff Creek to add the Brown Switch Point of Interconnection to reflect the transfer of the 345 kV transmission line, shield wire and OPGW associated with that point of interconnection from SU to Oncor; and

WHEREAS, the Parties agree to amend and restate the Third Amended and Restated Agreement to add Facility Schedule No.20 Solstice to Sand Lake Tie-line that provides for a 50/50 bifurcation of a 345 kV transmission tie-line between AEP's Solstice substation and Oncor's Sand Lake substation; and

WHEREAS, the Parties desire to amend and restate the Third Amended and Restated Agreement to reflect this amendment and to make certain other changes; and

WHEREAS, the Parties desire to interconnect their respective Systems in the respects, and under the terms and conditions, set forth below.

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

ARTICLE I – EFFECTIVE DATE AND TERM

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

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

1.3 Unless otherwise mutually agreed, this Agreement shall remain in effect until terminated in accordance with its terms or by either Party upon at least twenty-four (24) months written notice to the other Party. Upon termination of this Agreement, each Party shall discontinue the use of the facilities of the other and shall disconnect the Points of Interconnection.

ARTICLE II – OBJECTIVE AND SCOPE

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

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

2.3 This Agreement, including all attached Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. 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 Fourth Amended and Restated Interconnection Agreement with all exhibits, schedules and attachments applying hereto, including any schedules and attachments hereafter made and any amendments hereafter made.

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

3.3 ERCOT Requirements means the ERCOT Nodal Operating Guides and ERCOT Nodal Protocols adopted by ERCOT and approved by the PUCT, including any attachments or exhibits referenced in the ERCOT Nodal Protocols, as amended from time to time, that contain the scheduling, operating, planning, reliability, and settlement (including customer registration) policies, rules, guidelines, procedures, standards, and criteria of ERCOT.

3.4 Facility Schedule(s) means the schedule(s) to this Agreement that identify and define the Point(s) of Interconnection and describe the ownership, operation, and maintenance responsibilities of the Parties at the Point(s) of Interconnection.

3.5 FERC means the Federal Energy Regulatory Commission or its successor in function.

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

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

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

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

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

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

ARTICLE IV – ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION

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

4.2 The Parties agree to interconnect their facilities at the locations specified in Exhibit A and in accordance with the terms and conditions specified in this Agreement and as further described in the Facility Schedule(s). The Facility Schedule(s) shall describe the responsibilities of the Parties with respect to ownership, operation, and maintenance of the Points of Interconnection.

4.3 Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, or cause the design and installation of the transmission or distribution facilities (including all apparatus and necessary protective devices) on its side of the Point of Interconnection, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the System of one Party, from affecting or impairing the System of the other Party, or other electrical systems to which the System of such Party is interconnected. The Parties agree that all Points of Interconnection will be established in conformance with the ERCOT Requirements and Good Utility Practice. The Parties agree to cause their Systems to be constructed in accordance with specifications at least equal to those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction. Except as otherwise provided in the Facility Schedules, each Party will be responsible for the facilities it owns on its side of the Point of Interconnection.

4.4 From time to time, a Point of Interconnection may be added to, changed, modified, or deleted from this Agreement as mutually agreed by the Parties and/or as ordered by a regulatory authority having jurisdiction thereof. In such event, the Parties shall amend this Agreement to update Exhibit A and to update the Facility Schedule(s) and/or add a new Facility Schedule(s), as applicable. Subject to regulatory approval, if required, either Party may terminate a Point of Interconnection on twelve (12) months advance written notice to the other Party. Upon such termination, the Parties shall amend this Agreement to update Exhibit A and to delete the applicable Facility Schedule(s). Upon termination of a Point of Interconnection, each Party shall discontinue the use of the facilities of the other Party associated with the use of that Point of Interconnection and shall disconnect from that Point of Interconnection. The Parties agree to use reasonable efforts to coordinate the termination of a Point(s) of Interconnection to minimize any disruption in service by either Party.

4.5 Subject to regulatory approval, if required, and unless otherwise mutually agreed, neither Party shall have the right to disconnect from the other Party at any Point of Interconnection specified on Exhibit A and a Facility Schedule, originally attached to this Agreement or added subsequent to the execution of this Agreement, except as set forth in Sections 1.3 or 4.4 above, or upon failure to cure a Default pursuant to Article XIV of this Agreement.

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

4.7 Upon request, 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 subject to a confidentiality obligation if requested by the Party disclosing such information.

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

ARTICLE V - SYSTEM OPERATION AND MAINTENANCE

5.1 Unless otherwise provided by the Facility Schedules, each Party shall, at each Point of Interconnection, at its own risk and expense, operate and maintain the facilities (including all apparatus and necessary protective devices) it owns or hereafter may own, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the System of one Party, from affecting or impairing the System of the other Party, or other electrical systems to which the Party is interconnected. The Parties agree that all Points of Interconnection will be operated and maintained in conformance with the ERCOT Requirements and Good Utility Practice.

5.2 Unless otherwise provided by the Facility Schedules, each Party, at its sole cost and

expense, will be responsible for the operation, maintenance and inspection of all facilities it owns now or hereafter may own associated with each Point of Interconnection.

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

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

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

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

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

5.8 Unless otherwise provided in a Facility Schedule, for purposes of ERCOT under-frequency, under-voltage or emergency load shedding program requirements, the Parties agree that each Party will be obligated to communicate with ERCOT and account for any load shedding requirements associated with the distribution breaker and feeder that it operates with respect to a distribution Point of Interconnection in accordance with the Party's load shedding plan and the Facility Schedule(s), as applicable.

5.9 Neither party will take any action that would cause the other Party that is not a "public utility" under the Federal Power Act to become a "public utility" under the Federal Power

Act or become subject to the plenary jurisdiction of FERC. Notwithstanding the foregoing, Oncor expressly acknowledges and agrees that AEP must file this Agreement with FERC and must comply with applicable rules and orders of FERC.

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

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

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

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

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

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

ARTICLE VII – METERING AND RECORDS

7.1 Unless otherwise agreed in writing, all metering equipment required herein shall be selected, installed, tested, operated and maintained by the Party owning such metering equipment in accordance with Good Utility Practice and the ERCOT Requirements.

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

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

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

ARTICLE VIII – COMMUNICATION AND TELEMETERING FACILITIES

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

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

ARTICLE IX - INDEMNIFICATION

NOTWITHSTANDING THE PROVISIONS OF ARTICLE XIII, TO THE EXTENT PERMITTED BY LAW AND ONLY TO THE EXTENT RESULTING FROM A PARTY'S NEGLIGENCE OR OTHER FAULT IN THE DESIGN, CONSTRUCTION, OR OPERATION OF ITS FACILITIES DURING THE PERFORMANCE OF THIS AGREEMENT, SUCH PARTY SHALL (I) ASSUME ALL LIABILITY FOR, AND SHALL INDEMNIFY THE OTHER PARTY AGAINST, ANY AND ALL MONETARY LOSSES

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

ARTICLE X – NOTICES

10.1 Notices of an administrative nature, including but not limited to a notice of termination, notice of default, request for amendment, change to a Point of Interconnection, or request for a new Point of Interconnection, shall be forwarded to the designees listed below for each Party and shall be deemed properly given if delivered in writing in the manner described herein. Any such notice may be given by personal delivery to the Party entitled thereto by e-mail (with confirmation of receipt), by any courier service which guarantees overnight, receipted delivery, or by U.S. Certified or Registered Mail, return receipt requested, addressed to the Party entitled thereto, at:

If to AEP:

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

With copy to:

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

If to Oncor:

Oncor Electric Delivery Company LLC
Robert Holt, Director – Transmission Services
2233-B Mountain Creek Parkway
Dallas, TX 75211-6716
(214) 743-6812
Fax: (972) 263-6710
robert.holt@oncor.com

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

ARTICLE XI - SUCCESSORS AND ASSIGNS

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

11.2 Neither Party shall assign its interest in this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, provided that neither Party will be required to consent to any assignment which would, in its sole judgment and among other reasons, subject it to additional federal or state regulation, result in the imposition of additional costs of administration which the Party requesting consent to assignment does not agree to reimburse, or in any way diminish the reliability of its System, enlarge its obligations or otherwise create or maintain an unacceptable condition. The respective obligations of the Parties under this Agreement may not be changed, modified, amended, or enlarged, in whole or in part, by reason of the sale, merger, or other business combination of either Party with any other person or entity. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, its interest in this Agreement, in whole or in part, to a successor to all or a substantial portion of the Party's transmission and distribution business; to any affiliate of the assigning Party with an equal or greater credit rating; to any transmission service provider with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; or for collateral security purposes in connection with any financing or financial arrangements.

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

ARTICLE XII – GOVERNING LAW AND REGULATION

12.1 **THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS EXCEPT AS TO MATTERS EXCLUSIVELY CONTROLLED BY THE CONSTITUTION AND STATUTES OF THE UNITED STATES OF AMERICA.** This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, rules, and regulations of duly constituted regulatory authorities having jurisdiction.

12.2 In the event that a regulatory authority having jurisdiction over the Parties orders a change in the terms of this Agreement, the Parties agree to negotiate in good faith a replacement term that will most nearly accomplish the purpose and intent of the original term consistent with the regulatory order. If the Parties cannot reach an agreement over the new term, and if the old term is an essential provision of this Agreement, either Party may elect to terminate this Agreement by providing sixty (60) days prior written notice of such election to the other Party. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

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

ARTICLE XIII – FORCE MAJEURE

Neither Party shall be considered in default with respect to any obligation hereunder, other than the payment of money, if prevented from fulfilling such obligation by reason of any cause beyond its reasonable control, including, but not limited to, an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either Party ("Force Majeure") and neither Party shall be liable to the other for damages that result from such a Force Majeure event. In the event of the occurrence of an event of Force Majeure, the affected Party shall notify the other Party of such Force Majeure as soon as reasonably possible after the determination that an event of Force

Majeure has occurred. If performance by either Party has been prevented by such event, the affected Party shall promptly and diligently attempt to remove the cause of its failure to perform, except that neither Party shall be obligated to agree to any quick settlement of any strike or labor disturbance, that, in the affected Party's opinion, may be inadvisable or detrimental, or to appeal from any administrative or judicial ruling.

ARTICLE XIV - TERMINATION ON DEFAULT

14.1 The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 14.2, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within thirty (30) days after Default notice and continuously and diligently complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such Default notice shall cease to exist.

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

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

ARTICLE XV - MISCELLANEOUS PROVISIONS

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

15.2 **IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF**

TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 15.2 ARE NOT INTENDED TO AND SHALL NOT IN ANY MANNER, LIMIT OR QUALIFY THE LIABILITIES AND OBLIGATIONS OF THE PARTIES UNDER ANY OTHER AGREEMENTS BETWEEN THE PARTIES.

15.3 Both Parties to this Agreement represent that there is no agreement or other obligation binding upon it, which, as such Party is presently aware, would limit the effectiveness or frustrate the purpose of this Agreement.

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

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

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

[The remainder of this page is intentionally left blank]
[Signatures are on next page]

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

AEP TEXAS INC.

DS

By: DocuSigned by: Robert W Bradish
CE4ED3037D3440A...

Robert W. Bradish
Vice President

Date: 10/10/2020 | 9:58 AM EDT

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: DocuSigned by Robert Holt
1A4F888A21AA462...

Robert Holt
Director, Transmission Services

Date: 10/7/2020 | 8:16:11 AM PDT

EXHIBIT A

Facility Schedule No	Name of Point of Interconnection (# of Points)	Delivery Voltage (kV)	LDF Charge Type (1)	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]
1	Bluff Creek (2)	345	T	345	-	-
2	Eskota (2)	69	T	-	-	-
3	Crane (1)	69	T	-	-	-
4	Brown-Coleman (1)	69	T	69	-	-
5	Bomarton (1)	69	T	-	-	-
6	Electra (1)	69	T	-	-	-
7	Sterling City (1)	69	T	-	-	-
8	Paint Creek (2)	138	T	138	-	-
9 (terminated)	Leon (0)	-	-	-	-	-
10	Radium (1)	138	T	138	-	-
11	Mulberry Creek (2)	345	T	345	-	-
12	Bowman – Riley (1)	345	T	-	-	-
13	Yucca Drive-Solstice (1)	138	T	138	-	-
14	Snyder (1)	69	T	-	-	-
15	Lotebush (3)	138	T	138	-	50,000
16	Basin Tap (1)	138	T	138	-	25,000
17	Dutton (1)	69	T	69	-	-
18	Eden (1)	69	T	69	-	-
19	Melvin (1)	12.5	OHL	12.5	$6,500	4500
20	Solstice to Sand Lake Tie-line (2)	345	T	345	-	-
21	Hext (2)	69	T	-	-	1,000
22	Camp San Saba (1)	69	T	24.9	-	-

Notes:

(1) Indicated Local Distribution Facilities (LDF) Charge(s) determined pursuant to ERCOT Regional Transmission Service Agreement

T = Transmission Delivery Point (LDF Charge = Metering Charge)
DS = Distribution Station voltage bus connection (LDF Charge = Metering Charge + DS Charge)
OHL = Distribution Overhead Line connection (LDF Charge = Metering Charge + DS Charge + OHL Charge)

FACILITY SCHEDULE NO. 1

1. **Name:** **Bluff Creek**

2. **Points of Interconnection Location:** The Bluff Creek Points of Interconnection ("POIs") are located in AEP's Bluff Creek Switching Station ("AEP Station") in Taylor County. The AEP Station is located at 14257-B Hwy 277 South, Buffalo Gap, TX 79566. There are two (2) Bluff Creek POIs within the AEP Station at 1) the dead-end structure inside the AEP Station where the 345 kV AEP Station equipment jumpers physically connect to Oncor's Central Bluff Switching Station ("Central Bluff Switch") 345 kV transmission line; and 2) the dead-end structure inside the AEP Station where the 345 kV AEP Station equipment jumpers physically connect to Oncor's Brown Switching Station ("Brown Switch") 345 kV transmission line.

3. **Delivery Voltage:** 345 kV

4. **Metered Voltage:** 345 kV

5. **Normal Operation of the POIs:** Closed

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

7. **Facilities Owned by Oncor:**

   a) the Central Bluff Switch 345 kV transmission line, including structures, conductors, insulators, connectors, hardware
   b) one (1) 7/16 inch steel shield wire from Central Bluff Switch to a dead-end structure within the AEP Station
   c) one (1) optical ground wire ("OPGW") from Central Bluff Switch to Oncor's dead-end structure #10/4A located approximately 170 feet outside the AEP Station fence and one (1) 7/16 inch steel shield wire from dead-end structure #10/4A to a dead-end structure within the AEP Station and associated right of way
   d) the Brown Switch 345 kV transmission line, including structures, conductors, insulators, connectors, hardware
   e) one (1) 7/16 inch steel shield wire from Brown Switch to a dead-end structure within the AEP Station
   f) one (1) OPGW from Brown Switch to Oncor's dead-end structure #1/1N located approximately 95 feet outside the AEP Station fence and one (1) 7/16 inch steel shield wire from dead-end structure #1/1N to a dead-end structure within the AEP Station and associated right of way
   g) one (1) telecom building, located approximately 75 feet outside the AEP Station fence, and all contents and support facilities within it, including necessary splices, pigtails and fiber distribution panels ("FDPs") associated with the interface between Oncor's fiber cables and AEP's fiber cables
   h) civil and foundation work for the telecom building
   i) one (1) fiber cable and associated duct/innerduct system from Oncor's dead-end

structure #10/4A to Oncor's telecom building and from Oncor's telecom building to Oncor's splice box mounted on Oncor's splice pedestal ("Pedestal") located outside and adjacent to the AEP Station fence ("Common Area") at the interface point between Oncor's fiber cables and AEP's fiber cables.

j) one (1) fiber cable and associated duct/innerduct system from Oncor's dead-end structure #1/1N, located approximately 95 feet outside the AEP Station fence, to Oncor's telecom building and from Oncor's telecom building to Oncor's splice box mounted on the Pedestal at the interface point between Oncor's fiber cables and AEP's fiber cables

k) AC junction box mounted on the Pedestal and associated conduit and cable from the AC junction box to Oncor's telecom building

8. Facilities Owned by AEP:

a) the AEP Station and all the facilities within it, except as otherwise specified herein with respect to the Central Bluff Switch and Brown Switch 345 kV transmission lines

b) two (2) 345 kV dead-end structures and associated jumpers within the AEP Station to terminate Oncor's Central Bluff Switch and Brown Switch 345 kV transmission lines

c) breakers and switches for the Central Bluff Switch 345 kV transmission line and associated facilities

d) breakers and switches for the Brown Switch 345 kV transmission line and associated facilities

e) hand hole as required for the pulling and coil storage of duct fiber

f) two (2) fiber cables and associated duct/innerduct systems from the AEP Station control house to Oncor's splice box mounted on the Pedestal at the interface point between Oncor's fiber cables and AEP's fiber cables

g) AC supply for Oncor's telecom building and associated conduit and cable from the AEP Station control house to Oncor's AC box mounted on the Pedestal in the Common Area

9. Facility Operation Responsibilities of the Parties:

Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

10. Facility Maintenance Responsibilities of the Parties:

Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. Estimated Peak Load: N/A

12. Supplemental Terms and Conditions:

A. The Parties shall comply with the following supplemental terms and conditions unless there

is a conflict between such terms and conditions and ERCOT Requirements, in which case the ERCOT Requirements shall prevail.

a) The OPGW as identified in the interconnection facilities herein shall be provisioned and maintained in accordance with the following conditions:
   i. No fiber optic cable with metallic members shall be extended into the AEP Station control house or Oncor's telecom building.
   ii. Fiber optic cable with metallic members includes, but is not limited to, OPGW, fiber optic cable with an integral trace wire, and metallic-armored fiber optic cable.
   iii. Fiber optic entrance cable systems shall each include all-dielectric fiber optic cable, the necessary outdoor splice box, trays and fusion splice sleeves and the necessary indoor splice housing, trays, fusion splice sleeves, fiber pigtails and FDP.
   iv. For the Central Bluff Switch and the Brown Switch 345 kV transmission lines, Oncor shall, at its sole expense, perform splicing of all fibers it owns, including the fibers in transition splices and port terminations in the FDP's associated with the OPGW, OPGW jumpers, entrance fiber cables to Oncor's telecom building and telecom building extension fiber cables from Oncor's telecom building to Oncor's splice box mounted on the Pedestal at the interface point between Oncor's fiber cables and AEP's fiber cables.

b) Use of the fiber interface specified herein, associated with the OPGW for the Central Bluff Switch and the Brown Switch 345 kV transmission lines, shall be limited to facilitating system protection communications on the Central Bluff Switch and the Brown Switch 345 kV transmission lines.

c) Each Party shall provide operational data for facilities it owns (that are connected to the Bluff Creek POIs) to ERCOT via Inter-control Center Communications Protocol (ICCP), or other methods acceptable to ERCOT.

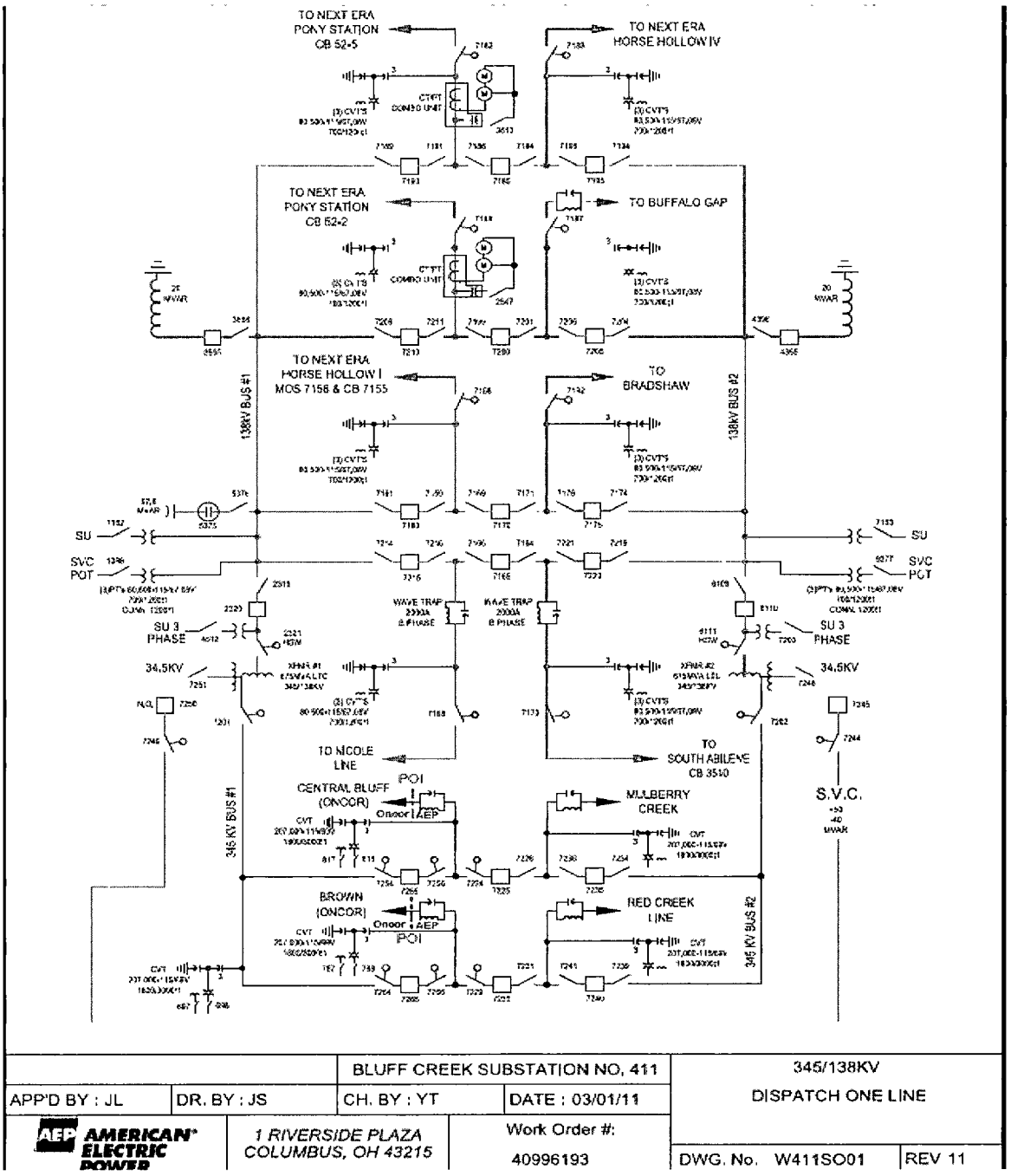
d) Any grounding connections between the AEP Station and Oncor's telecom facilities shall meet AEP's specifications.

e) Land rights shall, in accordance with the letter agreement between AEP and Oncor, dated December 13, 2012, be granted to Oncor for:
   i. the 345 kV transmission lines attaching to the dead-end structures within the AEP Station; and
   ii. fiber optic telecommunication and associated facilities; and
   iii. associated distribution facilities.

B. AEP will monitor power and energy flows, device status, and bus voltage at the AEP Station associated with the two (2) Bluff Creek POIs. AEP will provide such data to ERCOT in accordance with ERCOT Requirements.

FACILITY SCHEDULE NO. 1 (continued)

One Line Diagram



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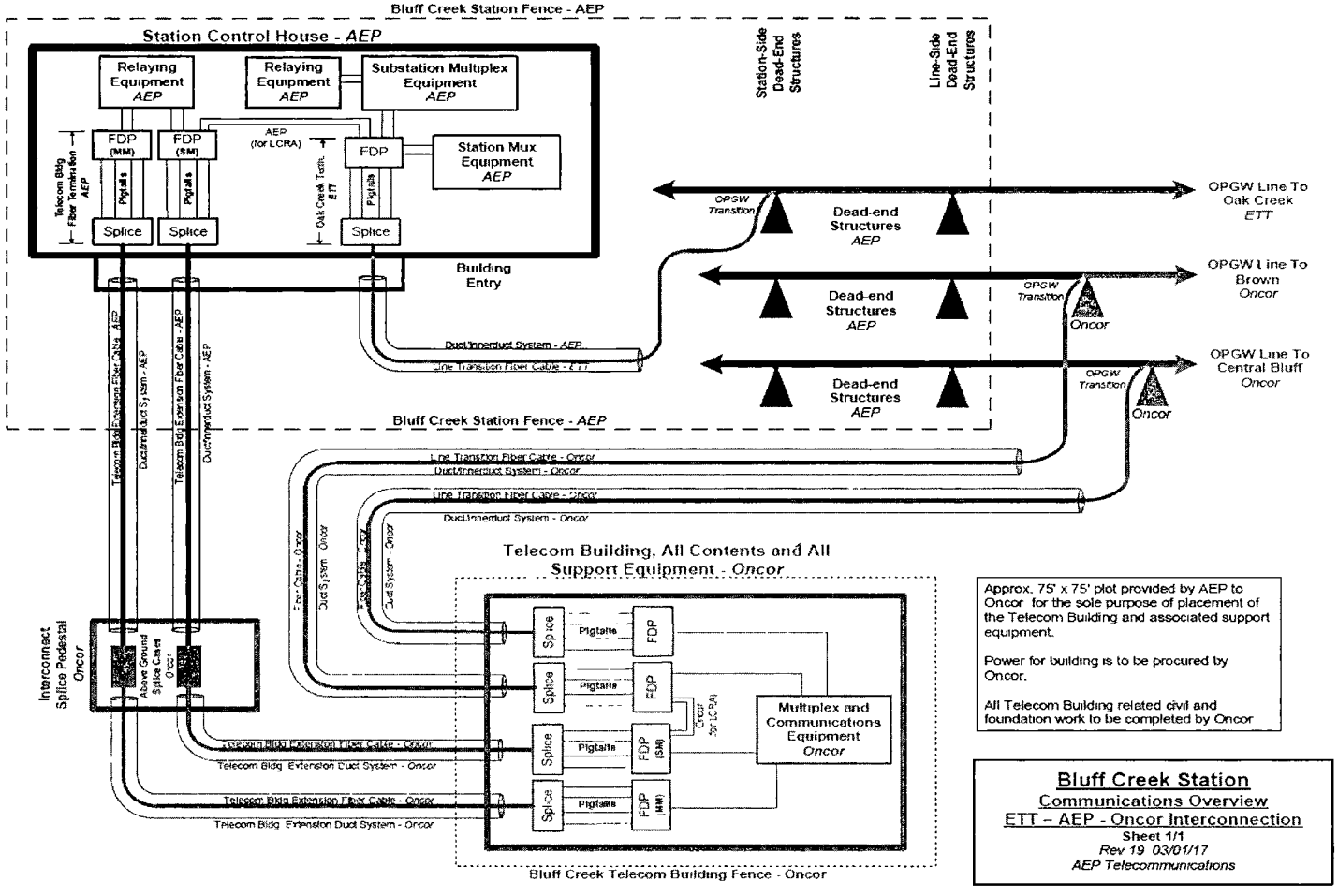
FACILITY SCHEDULE NO. 1 (continued)

Telecommunication One Line Diagram



FACILITY SCHEDULE NO. 2

1. **Name:** **Eskota**

2. **Points of Interconnection Location:** The Eskota Points of Interconnection ("POIs") are located in Oncor's Eskota Switching Station ("Oncor Station"). The Oncor Station is located in Nolan County approximately 10 miles east of Sweetwater, Texas, and north of Hwy 20, at 3010 N Interstate Highway 20, Sweetwater, Texas 79556. There are two (2) Eskota POIs within the Oncor Station where AEP's Northwest Abilene 69 kV transmission line and AEP's Roby 69 kV transmission line ("AEP Transmission Line(s)") terminate on Oncor's dead-end structures. More specifically, the Eskota POIs are defined as the points at Oncor's dead-end structures where Oncor's jumpers connect to the AEP Transmission Line conductors.

3. **Delivery Voltage:** 69 kV

4. **Metered Voltage:** N/A

5. **Normal Operation of the POIs:** Closed

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

7. **Facilities Owned by Oncor:**

   a) The Oncor Station and all the facilities within it (including items 7b-d below), except as otherwise provided in Section 8
   b) Two (2) 69 kV dead-end structures and jumpers
   c) Two (2) 69 kV breakers (1200 and 1820) and associated line terminal facilities
   d) The telemetry facilities, including a remote terminal unit (RTU) and associated facilities

8. **Facilities Owned by AEP:**

   a) The AEP Transmission Lines
   b The 69 kV breaker (2160) at the Roby substation and associated line terminal facilities
   c) The 69 kV breaker (1805) at the Northwest Abilene substation and associated line terminal facilities

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

   Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

10. Facility Maintenance Responsibilities of the Parties:

Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. Estimated Peak Load: N/A

12. Supplemental Terms and Conditions:

Oncor will monitor power flows, device status, and bus voltage at the Station associated with the two (2) Eskota POIs. Oncor will provide such data to ERCOT in accordance with ERCOT Requirements.

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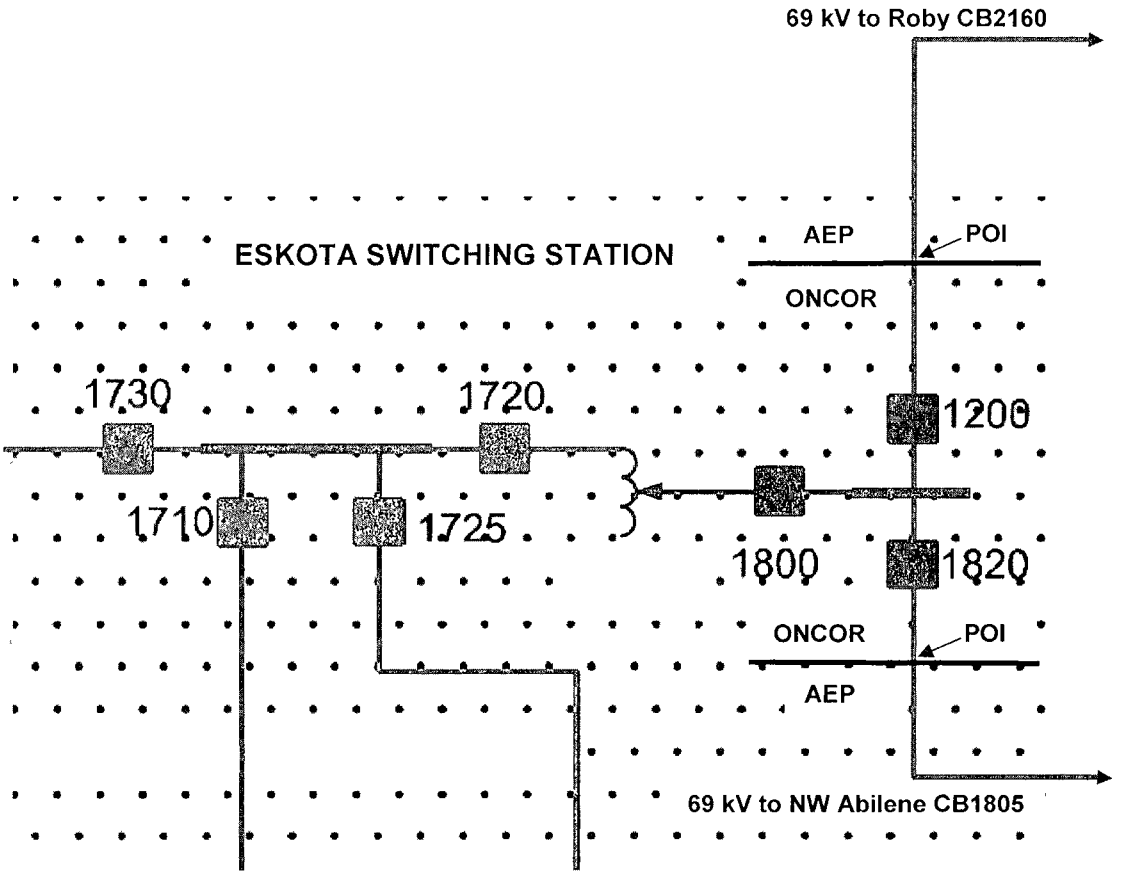
FACILITY SCHEDULE NO. 2 (continued)
One Line Diagram



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FACILITY SCHEDULE NO. 3

1. **Name:** **Crane**

2. **Point of Interconnection Location:** The Crane Point of Interconnection ("POI") is located in Crane County at the interface between Oncor's 69 kV Crane Substation ("Oncor Substation") located on Chevron Road north of Highway 329, Crane, Texas 79731 and AEP's adjacent 69 kV Crane Station ("AEP Station"). More specifically, the POI is defined as the point in AEP's Station where Oncor's 69 kV bus physically connects to AEP's 69 kV bus between Oncor's 69 kV switch (4343) and AEP's 69 kV switch (4348).

3. **Delivery Voltage:** 69 kV

4. **Metered Voltage:** N/A

5. **Normal Operation of POI:** Open, the POI is operated normally open at Oncor's 69 kV breaker (2240).

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

7. **Facilities Owned by Oncor:**

   a) The Oncor Substation and all the facilities within it (including items 7b-d below)
   b) The 69 kV breaker (2240) and associated facilities
   c) The 69 kV switch (4343) and bus on Oncor's side of the POI
   d) The telemetry facilities, including a remote terminal unit ("RTU") and associated facilities

8. **Facilities Owned by AEP:**

   a) The AEP Station and all the facilities within it (including items 8b-c below), except for Oncor's 69 kV switch (4343) and bus on Oncor's side of the POI
   b) The 69 kV switch (4348)
   c) The telemetry facilities, including an RTU and associated facilities within the AEP Station

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

   Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

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

    Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. Estimated Peak Load: N/A

12. Supplemental Terms and Conditions:

a) Oncor will monitor power flows, device status, and bus voltage at the Oncor Substation associated with the POI. Oncor will provide such data to ERCOT in accordance with ERCOT Requirements.
b) AEP will monitor power and energy flows, device status, and bus voltage at the AEP Station associated with the POI. AEP will provide such data to ERCOT in accordance with ERCOT Requirements.

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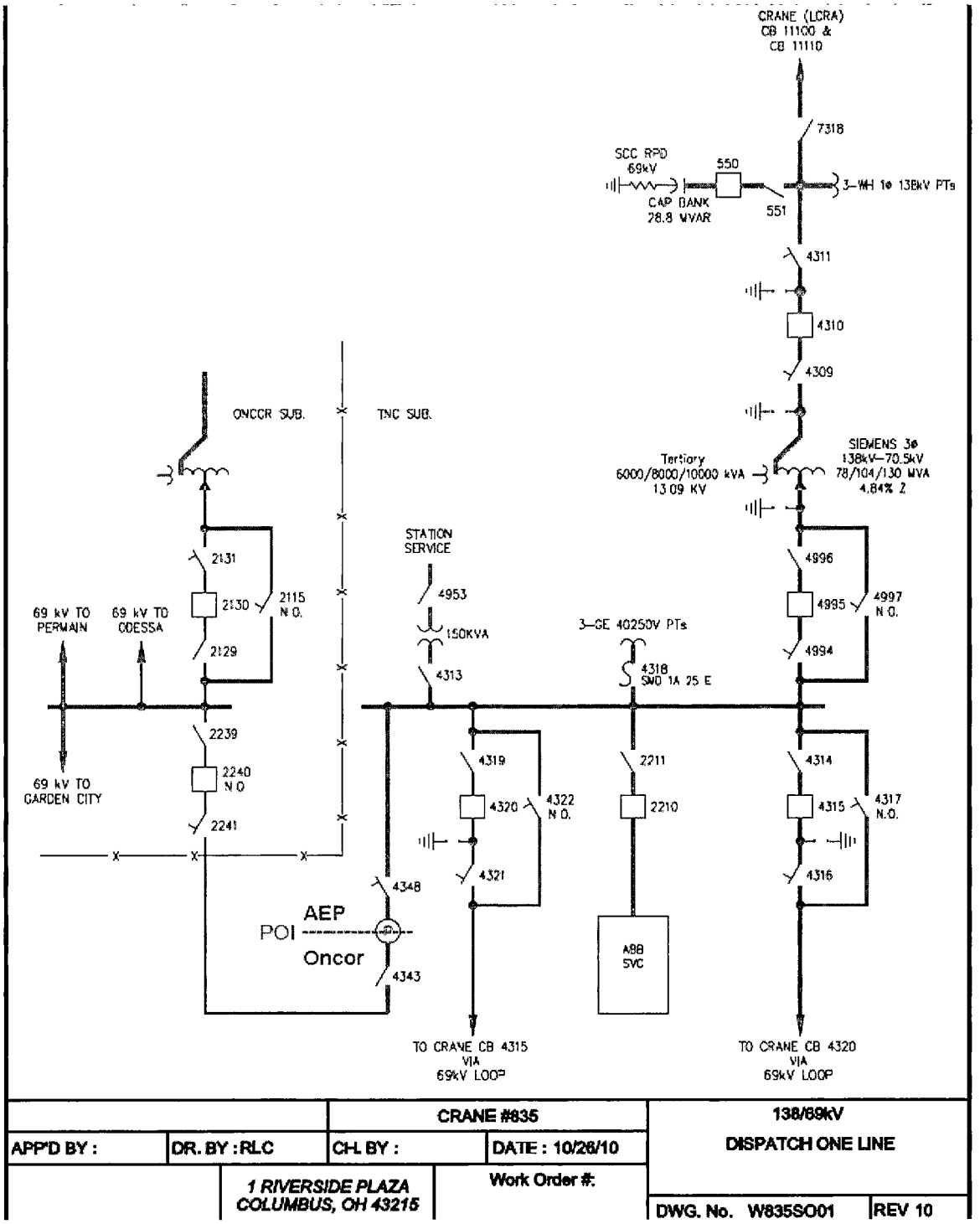
FACILITY SCHEDULE NO. 3 (continued)
One Line Diagram



FACILITY SCHEDULE NO. 4

1. **Name:** **Brown-Coleman**

2. **Point of Interconnection Location:** The Brown-Coleman Point of Interconnection ("POI") is located in Brown County near the Brown–Coleman county line, approximately 2.8 miles west of Bangs, Texas, on the north side of Hwy 67, across from County Road 175, where AEP's 69 kV transmission line from AEP's 69 kV Firerock Station ("AEP Station") and Oncor's 69 kV transmission line from Oncor's Bangs Substation ("Oncor Substation") interconnect. More specifically, the POI is at AEP's dead-end corner pole, where AEP's jumpers connect to Oncor's 69 kV transmission line conductors.

3. **Delivery Voltage:** 69 kV

4. **Metered Voltage:** 69 kV (interchange primary and backup meters at the AEP Station)

5. **Normal Operation of the POI:** Open, the POI is operated normally open at the Oncor Substation breaker (510)

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

7. **Facilities Owned by Oncor:**

   a) The 69 kV transmission line from AEP's dead-end corner pole to the Oncor Substation
   b) The Oncor Substation and all the facilities within it (including items 7c-d below)
   c) The 69 kV breaker (510) and associated line terminal facilities
   d) The telemetry facilities, including a remote terminal unit ("RTU") and associated facilities

8. **Facilities Owned by AEP:**

   a) The 69 kV transmission line from the AEP Station to AEP's dead-end corner pole
   b) The AEP Station and all the 69 kV facilities within it (including item 8e below)
   c) The dead-end corner pole and all the hardware and material
   d) The jumpers at the dead-end corner pole used to connect Oncor's 69 kV transmission line from Oncor Substation
   e) The interchange meters and metering facilities

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

   Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

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

    Facility maintenance responsibilities of the Parties shall be in accordance with Article V

of the Agreement.

11. Estimated Peak Load: N/A

12. Supplemental Terms and Conditions:

a. Oncor will monitor power flows, device status, and bus voltage at the Oncor Substation associated with the POI. Oncor will provide such data to ERCOT in accordance with ERCOT Requirements.
b. AEP will monitor power and energy flows, device status, and bus voltage at the AEP Station associated with the POI. AEP will provide such data to ERCOT in accordance with ERCOT Requirements.

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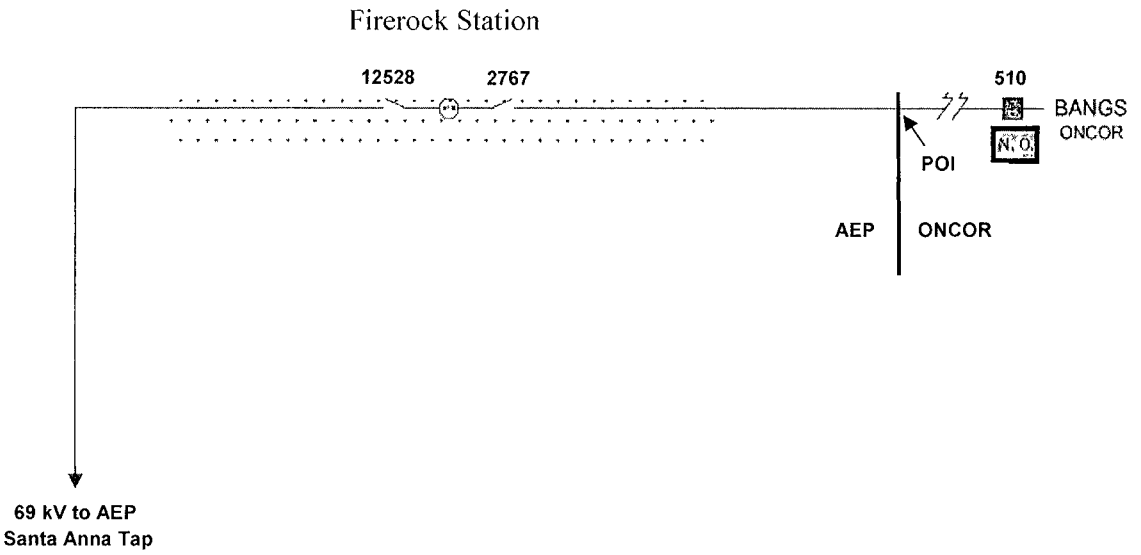
FACILITY SCHEDULE NO. 4 (continued)
One Line Diagram



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FACILITY SCHEDULE NO. 5

1. **Name:** **Bomarton**

2. **Point of Interconnection Location:** The Bomarton Point of Interconnection ("POI") is located in Baylor County at a point approximately 3.2 miles northeast of Goree, Texas, at the Baylor-Knox County line, where AEP's 69 kV transmission line from AEP's Munday Substation ("AEP Station") and Oncor's 69 kV transmission line from Oncor's Seymour Substation ("Oncor Station") interconnect. More specifically, the POI is one pole east of AEP's switch (1437) at Oncor's dead-end structure, where Oncor's jumpers connect to AEP's 69 kV transmission line conductors.

3. **Delivery Voltage:** 69 kV

4. **Metered Voltage:** N/A

5. **Normal Operation of the POI:** Closed [Note: The Munday to Seymour 69 kV transmission line is operated normally in the open position at the Oncor Station breaker (1090)].

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

7. **Facilities Owned by Oncor:**

   a) The 69 kV transmission line from Oncor's dead-end structure to the Oncor Station via Oncor's Bomarton substation 69 kV switches (967 and 969)
   b) The Oncor Station and all the facilities within it (including items 7c-d below)
   c) The 69 kV breaker (1090) and associated line terminal facilities
   d) The telemetry facilities, including a remote terminal unit ("RTU") and associated facilities
   e) The jumpers at Oncor's dead-end structure

8. **Facilities Owned by AEP:**

   a) The 69 kV transmission line from Oncor's dead-end structure to the AEP Station
   b) The AEP Station and all the facilities within it (including items 8c and e below)
   c) The 69 kV breaker (2069) and associated line terminal facilities
   d) The 69 kV switch (1437) one pole west of the POI
   e) The telemetry facilities, including an RTU and associated facilities

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

   Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

10. Facility Maintenance Responsibilities of the Parties:

Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. Estimated Peak Load: N/A

12. Supplemental Terms and Conditions:

a) Oncor will monitor power flows, device status, and bus voltage at the Oncor Station associated with the POI. Oncor will provide such data to ERCOT in accordance with ERCOT Requirements.
b) AEP will monitor power and energy flows, device status, and bus voltage at the AEP Station associated with the POI. AEP will provide such data to ERCOT in accordance with ERCOT Requirements.

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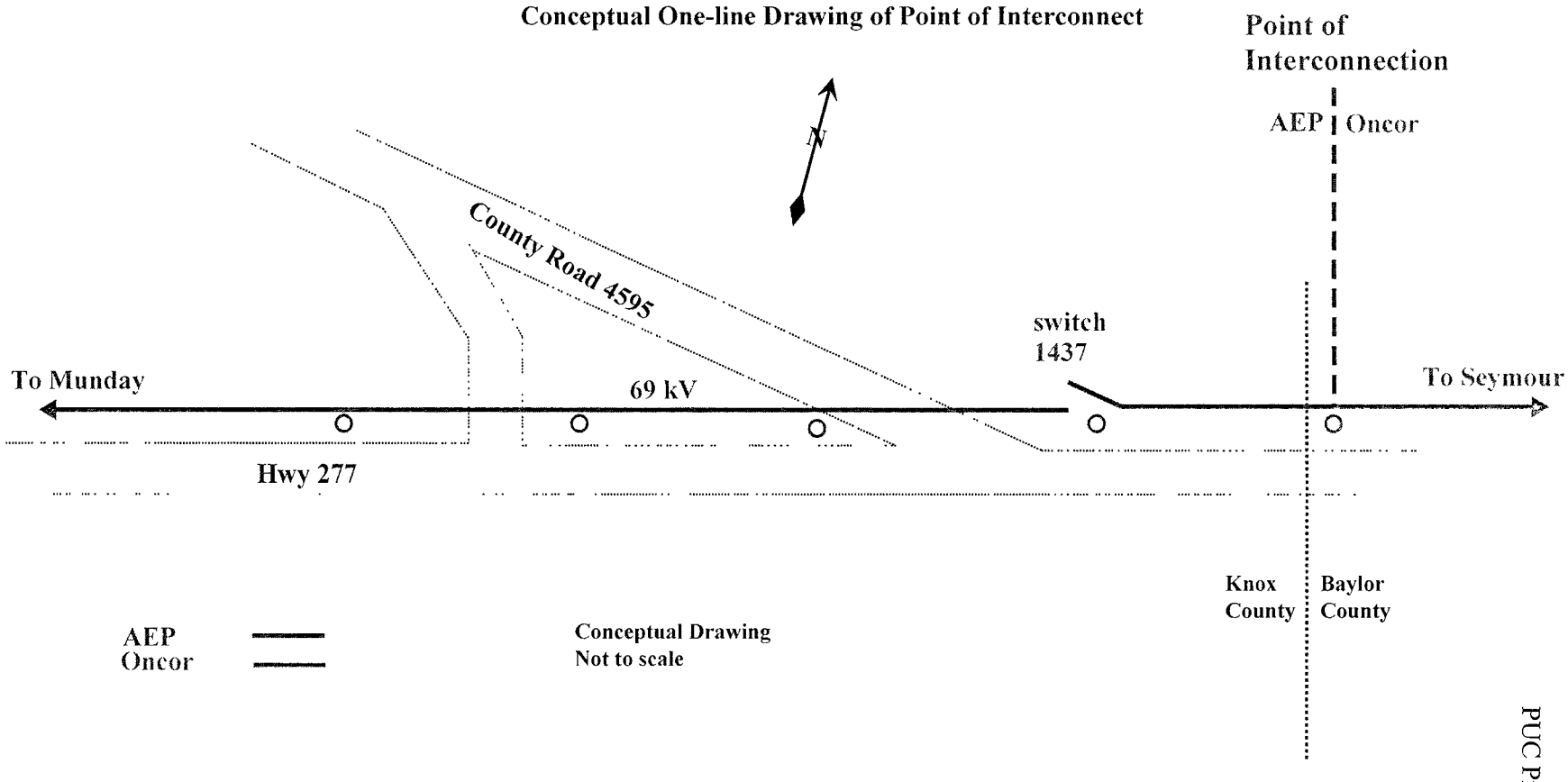
FACILITY SCHEDULE NO. 5 (continued)
One Line Diagram



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FACILITY SCHEDULE NO. 6

1. **Name:** **Electra**

2. **Point of Interconnection Location:** The Electra Point of Interconnection ("POI") is located in Wichita County at a point approximately 50 feet east of the Wichita-Wilbarger County Line where AEP's 69 kV transmission line from AEP's Vernon North Main Street Substation ("AEP Substation") and Oncor's 69 kV transmission line from Oncor's Electra Station ("Oncor Station") interconnect at Oncor's structure 22/8 approximately 1.8 miles west of the Oncor Station. More specifically, the POI is at Oncor's structure 22/8 where Oncor's jumpers physically connect to AEP's 69 kV transmission line conductors from the AEP Station.

3. **Delivery Voltage:** 69 kV

4. **Metered Voltage:** N/A

5. **Normal Operation of the POI:** Closed [Note: the Vernon North Main Street to Electra 69 kV transmission line is operated normally in the open position at breaker (4870) at the Oncor Station].

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

7. **Facilities Owned by Oncor:**

   a) The 69 kV transmission line from Oncor's structure 22/8 to the Oncor Station
   b) The Oncor Station and all the facilities within it (including items 7c-d below)
   c) The 69 kV breaker (4870) and associated line terminal facilities
   d) The telemetry facilities, including a remote terminal unit ("RTU") and associated facilities

8. **Facilities Owned by AEP:**

   a) The 69 kV transmission line from Oncor's structure 22/8 to the AEP Substation
   b) The AEP Substation and all the facilities within it (including items 8c-d below)
   c) The 69 kV breaker (130) and associated line terminal facilities
   d) The telemetry facilities, including an RTU and associated facilities

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

   Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

10. Facility Maintenance Responsibilities of the Parties:

Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. Estimated Peak Load: N/A

12. Supplemental Terms and Conditions

a) Oncor will monitor power flows, device status, and bus voltage at the Oncor Station associated with the POI. Oncor will provide such data to ERCOT in accordance with ERCOT Requirements.
b) AEP will monitor power and energy flows, device status, and bus voltage at the AEP Substation associated with the POI. AEP will provide such data to ERCOT in accordance with ERCOT Requirements.

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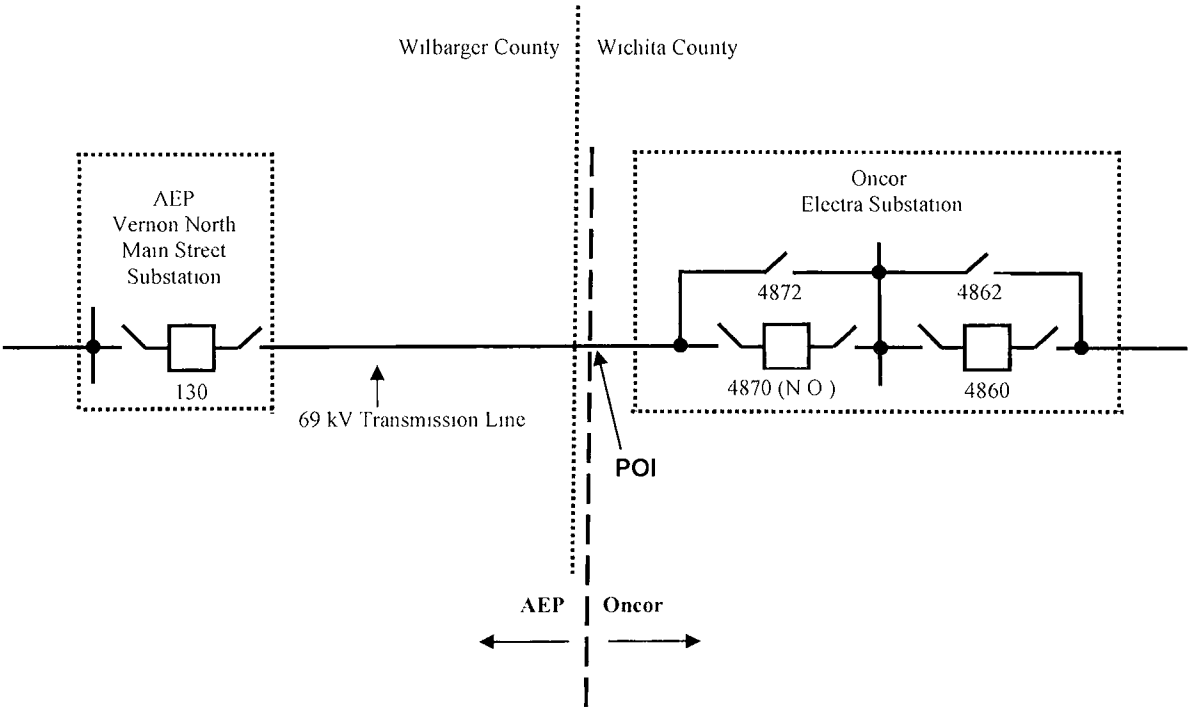
FACILITY SCHEDULE NO. 6 (continued)
One Line Diagram



FACILITY SCHEDULE NO. 7

1. **Name:** **Sterling City**

2. **Point of Interconnection Location:** The Sterling City Point of Interconnection ("POI") is located in Sterling County at a point approximately three (3) miles northwest of Sterling City, Texas, where AEP's 69 kV transmission line from AEP's Sterling City Substation ("AEP Substation") and Oncor's 69 kV transmission line from Oncor's Chalk Station ("Oncor Station") interconnect. More specifically, the POI is at AEP's dead-end structure (47/10), where AEP's jumpers physically connect to Oncor's 69 kV transmission line conductors.

3. **Delivery Voltage:** 69 kV

4. **Metered Voltage:** N/A

5. **Normal Operation of the POI:** Closed

6. **One line diagram attached:** Yes

7. **Facilities Owned by Oncor:**

   a) The 69 kV transmission line from AEP's dead-end structure (47/10) to the Oncor Station
   b) The Oncor Station and all the facilities within it (including items 7c-d below)
   c) The 69 kV breaker (2290) and associated facilities
   d) The telemetry facilities, including a remote terminal unit ("RTU") and associated facilities

8. **Facilities Owned by AEP:**

   a) The 69 kV transmission line from AEP dead-end structure (47/10) to the AEP Substation
   b) The AEP dead-end structure (47/10) and jumpers
   c) The AEP Substation and all the facilities within it (including items 8d-e below)
   d) The 69 kV breaker (6235) and associated line terminal facilities
   e) The telemetry facilities, including an RTU and associated facilities

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

   Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

10. Facility Maintenance Responsibilities of the Parties:

Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. Estimated Peak Load: N/A

12. Supplemental Terms and Conditions

a) Oncor will monitor power flows, device status, and bus voltage at the Oncor Station associated with the POI. Oncor will provide such data to ERCOT in accordance with ERCOT Requirements.
b) AEP will monitor power and energy flows, device status, and bus voltage at the AEP Substation associated with the POI. AEP will provide such data to ERCOT in accordance with ERCOT Requirements.

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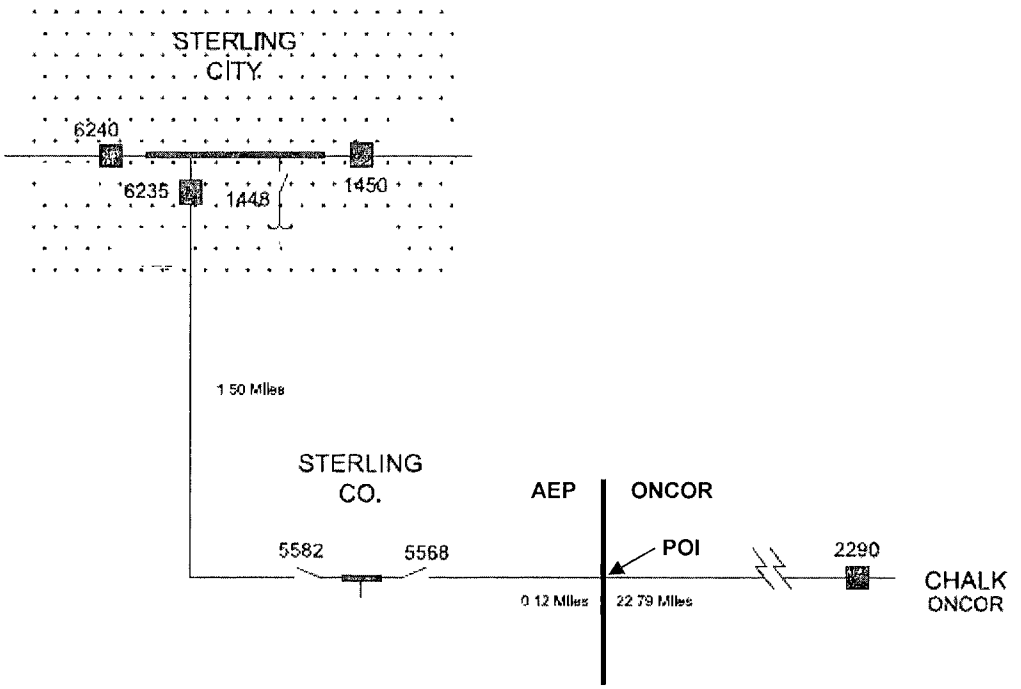
FACILITY SCHEDULE NO. 7 (continued)
One Line Diagram



FACILITY SCHEDULE NO. 8

1. **Name:** **Paint Creek**

2. **Points of Interconnection Location:** The Paint Creek Points of Interconnection ("POIs") are located in AEP's Paint Creek Substation ("AEP Substation") in Haskell County, southeast of Haskell, Texas and approximately 6.5 miles south of Hwy 380. There are two (2) Paint Creek POIs within the AEP Substation located at 1) AEP's dead-end structure that terminates Oncor's 138 kV transmission line from Oncor's Graham Switching Station and 2) AEP's dead-end structure that terminates Oncor's 138 kV transmission line from Oncor's China Grove Switching Station. More specifically, the Paint Creek POIs are where AEP's jumpers at AEP's dead-end structures connect to the Oncor transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** 138 kV; located within the AEP Substation.

5. **Normal Operation of the POIs:** Closed

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

7. **Facilities Owned by Oncor:**

   a) The 138 kV transmission line from the AEP Substation to Oncor's Graham Switching Station
   b) The 138 kV transmission line from the AEP Substation to Oncor's China Grove Switching Station
   c) The 138 kV circuit breaker (3450) and associated line terminal facilities within the China Grove Switching Station
   d) The 138 kV circuit breaker (2660) and associated line terminal facilities within the Graham Switching Station

8. **Facilities Owned by AEP:**

   a) The AEP Substation and all the facilities within it (including items 8b-d below)
   b) The AEP Substation 138 kV steel dead-end structures and jumpers at the Points of Interconnection
   c) The telemetry facilities, including a remote terminal unit ("RTU") and associated facilities
   d) All protection and control equipment

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

Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

10. Facility Maintenance Responsibilities of the Parties:

Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. Estimated Peak Load: N/A

12. Supplemental terms and conditions:

a) AEP will monitor power and energy flows, device status, and bus voltage at the AEP Substation associated with the Paint Creek POIs. AEP will provide such data to ERCOT in accordance with ERCOT Requirements.
b) Subsequent to the Notice of Abandonment dated August 22, 2017 by Oncor, AEP removed and replaced the following Oncor facilities:
   l) two (2) 138 kV power circuit breakers
   ii) two (2) 138 kV vertical break line-side disconnect switches and steel supporting structures

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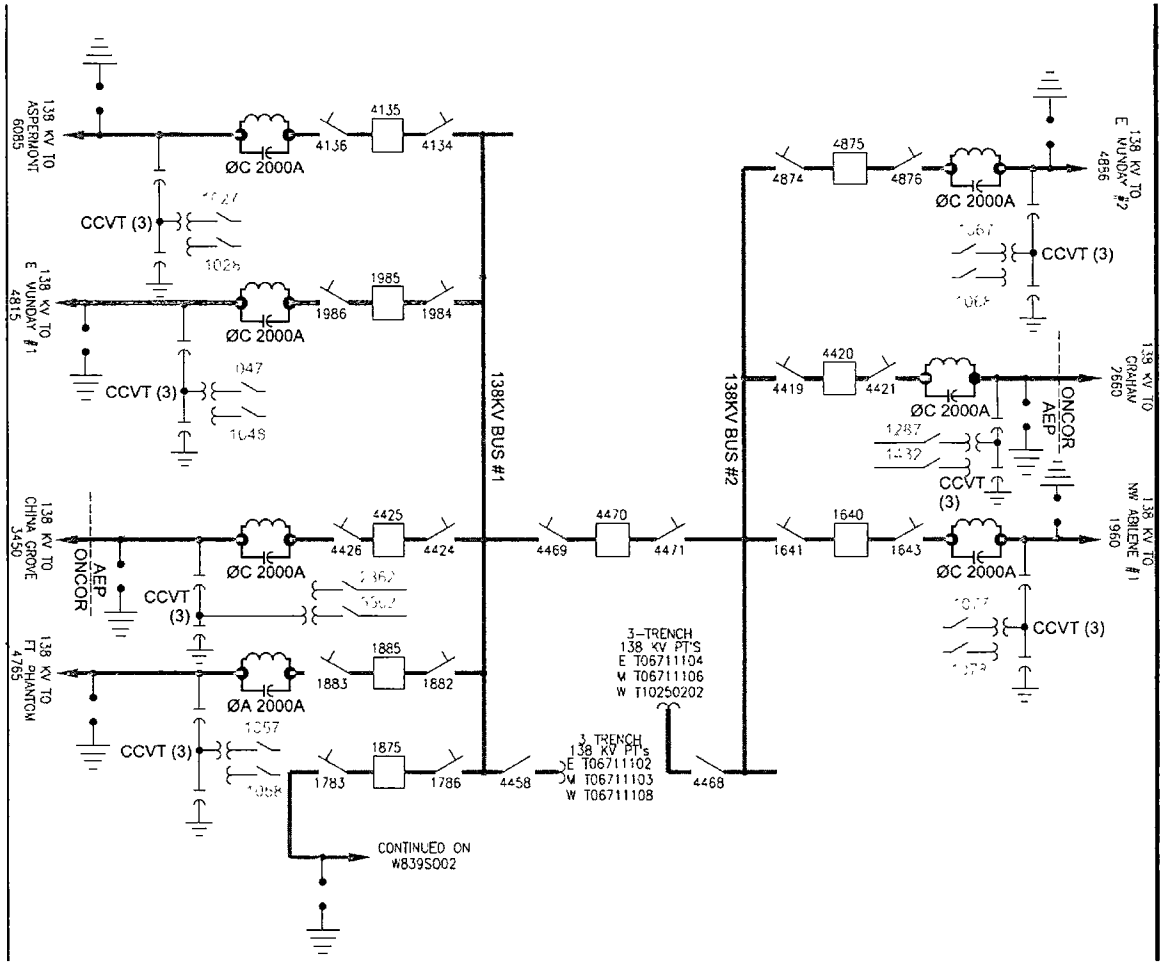
FACILITY SCHEDULE NO. 8 (continued)

One Line Diagram



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FACILITY SCHEDULE NO. 9

Leon

TERMINATED

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FACILITY SCHEDULE NO. 10

1. **Name:** **Radium**

2. **Point of Interconnection Location:** The Radium Point of Interconnection ("POI") is located in AEP's Radium Switching Station ("AEP Station"). The AEP Station is located in Jones County adjacent to Oncor's China Grove Switching Station to AEP's Paint Creek Switching Station 138 kV transmission line ("Transmission Line") approximately 7.5 miles northwest of Anson, Texas, on Hwy 83. The POI is where Oncor's 138 kV transmission line slack span extension from the Transmission Line ("Slack Span") terminates on AEP's 138 kV dead-end structure within the AEP Station. More specifically, the POI is where the AEP Station jumpers physically connect to Oncor's Slack Span conductors at AEP's 138 kV dead-end structure within the AEP Station.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** 138 kV; Metering and metering facilities located in the AEP Station

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

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

7. **Facilities Owned by Oncor:**

   a) The Transmission Line
   b) Two (2) 138 kV in-line load break switches (3452 and 3453) in the Transmission Line on either side of the Slack Span
   c) The Slack Span

8. **Facilities Owned by AEP:**

   a) The AEP Station and all its facilities within it (including items 8b-d below) except for the portion of Oncor's Slack Span located within the AEP Station
   b) The 138 kV dead-end structure and jumpers
   c) The 138 kV circuit switcher (5915) and associated 138 kV disconnect switch (5914)
   d) The telemetry facilities, including a remote terminal unit RTU and associated facilities

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

   Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement, provided that, AEP shall have the right to operate the two (2) load break switches (3452 and 3453) under the direction of the Oncor dispatcher during abnormal operating conditions.

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

Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. **Estimated Peak Load:** N/A

12. **Supplemental Terms and Conditions:**

AEP will monitor power and energy flows, device status, and bus voltage at the AEP Station associated with the POI. AEP will provide such data to ERCOT in accordance with ERCOT Requirements.

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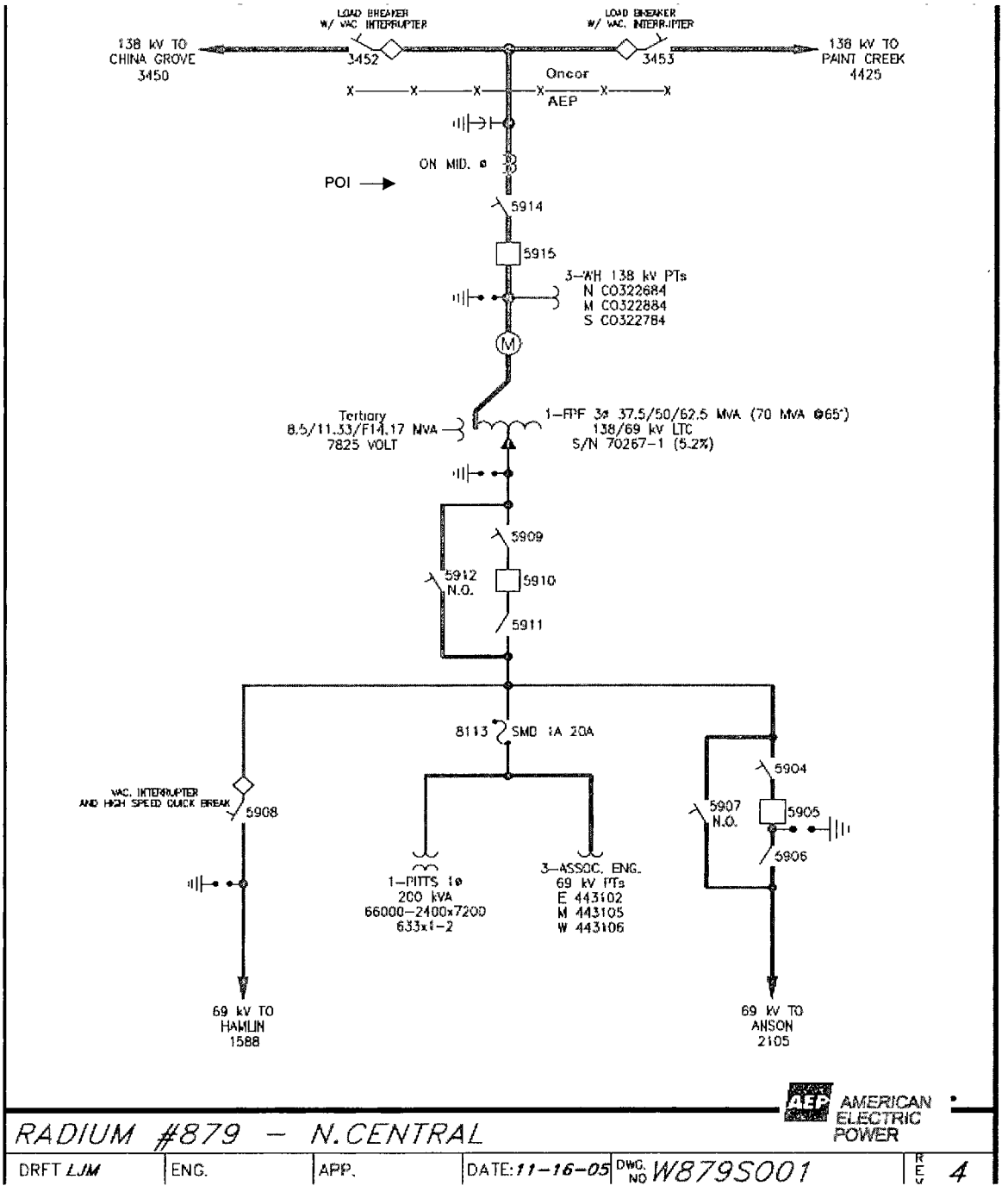
FACILITY SCHEDULE NO. 10 (continued)
One Line Diagram



FACILITY SCHEDULE NO. 11

1. **Name:** **Mulberry Creek**

2. **Point of Interconnection Location:** The Mulberry Creek Points of Interconnection ("POIs") are located in AEP's Mulberry Creek Switch Station ("AEP Station"). The AEP Station is located in Jones County at 389 Taylor County Road 499, approximately 7.5 miles northwest of Abilene, Texas. There are two (2) Mulberry Creek POIs within the AEP Station where 1) Oncor's jumpers on the bus-side of Oncor's 345 kV switch (6999) connect to AEP's 345 kV bus between Oncor's switch (6999) and AEP's switch (5882); and 2) Oncor's jumpers on the bus-side of Oncor's 345 kV switch (7009) connect to AEP's 345 kV bus between Oncor's switches (7009) and AEP's switch (5888).

3. **Delivery Voltage:** 345 kV

4. **Metered Voltage:** 345 kV, located at the AEP Station. AEP will provide the metering and metering facilities on the two tie sections between the AEP bus and Oncor breakers.

5. **Normal Operation of the POIs:** Closed

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

7. **Facilities Owned by Oncor:**

   a) The 345 kV transmission line from the AEP Station to Oncor's Sweetwater East Switching Station
   b) The 345 kV transmission line from the AEP Station to Oncor's Long Creek Switching Station
   c) One (1) 345 kV circuit breaker (7010) and associated jumpers and line terminal facilities
   d) One (1) 345 kV circuit breaker (7000) and associated jumpers and line terminal facilities
   e) Four (4) 345 kV breaker disconnect switches (7011, 7009, 6999 and 7001)
   f) Two (2) 345 kV ground switches (7003 and 7013)
   g) One (1) 345 kV air break switch (7002)
   h) Relay/Control House
   i) The 345 kV buswork, conduit, cable, panels, and structures associated with the Oncor facilities within the AEP Station
   j) The telemetry facilities, including a remote terminal unit ("RTU") and associated facilities

8. **Facilities Owned by AEP:**

   The AEP Station and all the facilities within it, except for those facilities identified as being

owned by Oncor in Section 7 above.

9. Facility Operation Responsibilities of the Parties:

Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

10. Facility Maintenance Responsibilities of the Parties:

Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. Estimated Peak Load: N/A

12. Supplemental Terms and Conditions:

a) Oncor's RTU will be installed in the Oncor relay/control house with the electrical circuits required by AEP to be extended by AEP.
b) Oncor will provide the necessary contacts to AEP for monitoring status of the two (2) Oncor breakers (7000 and 7010) and the status of the Oncor air break switch (7002).
c) Oncor will provide necessary signals for operation of AEP protective relays.
d) AEP will provide electrical signals and contacts for the telemetry of bus voltage and MW and MVAR flow through and status of all AEP 345 kV breakers and breakers on the initial and future 345/138 kV autotransformers at the AEP Station.
e) AEP will also provide 345 kV bus potential voltages and bus differential relay contacts for Oncor relaying and metering requirements.
f) Pursuant to an easement dated February 25, 1985, AEP shall grant ingress and egress across adjacent AEP land to accommodate a microwave tower located on an adjacent site.
g) AEP will monitor power and energy flows, device status, and bus voltage at the AEP Station associated with the facilities owned by AEP. AEP will provide such data to ERCOT in accordance with ERCOT Requirements.
h) Oncor will monitor power flows, device status, and bus voltage at the AEP Station associated with the facilities owned by Oncor. Oncor will provide such data to ERCOT in accordance with ERCOT Requirements

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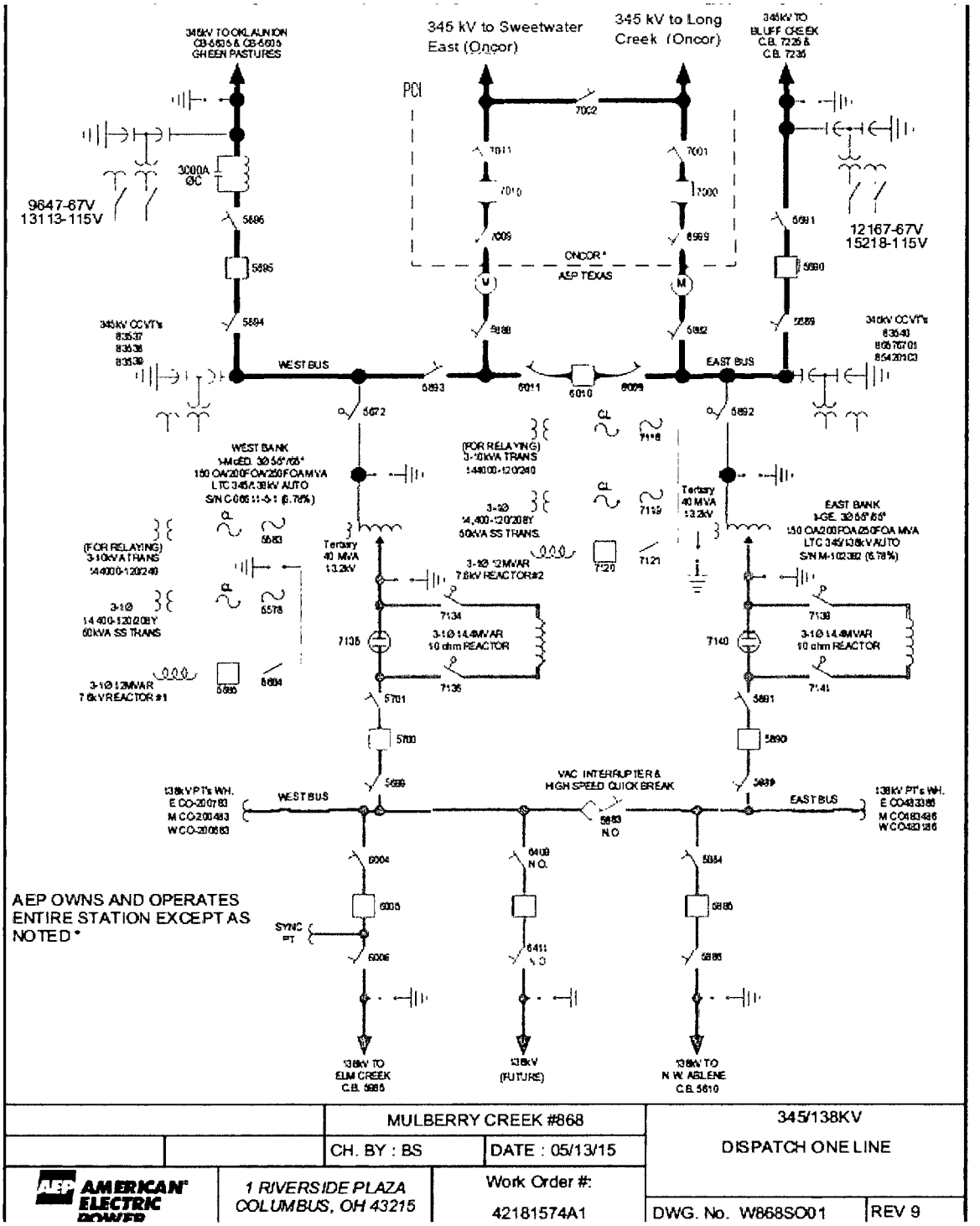
FACILITY SCHEDULE NO. 11 (continued)

One Line Diagram



FACILITY SCHEDULE NO. 12

1. **Name:** **Bowman–Riley**

2. **Point of Interconnection Location:** The Bowman–Riley Point of Interconnection ("POI") is located in Wichita County approximately six (6) miles north of Iowa Park, Texas and west of FM 368 N, in the Bowman Switching Station ("Oncor Station") to Riley Switching Station ("Riley Station") 345 kV transmission line (via Oncor's Fisher Road switching station). More specifically, the POI is located between Oncor's Fisher Road switching station and Riley Station and is at AEP's 345 kV dead-end structure (31/1) ("AEP Dead-end Structure"), where AEP's jumpers connect to Oncor's 345 kV transmission line conductors.

3. **Delivery Voltage:** 345 kV

4. **Metered Voltage:** N/A

5. **Normal Operation of the POI:** Closed

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

7. **Facilities Owned by Oncor:**

   a) Approximately thirty-seven (37) miles of 345 kV transmission line from AEP's 345 kV dead-end structure (31/1) to the Oncor Station (via Oncor's Fisher Road switching station)
   b) The Oncor Station and all the facilities within it, including the following:
      i. Two (2) 345 kV breakers (10245 and 10250) and associated line terminal facilities
      ii. The telemetry facilities, including a remote terminal unit ("RTU") and associated facilities
   c) Fisher Road switching station and all facilities within it, including the following:
      i. Two (2) 345 kV switches (6004 and 6005)
      ii. The telemetry facilities, including an RTU and associated facilities

8. **Facilities Owned by AEP:**

   a) Approximately twenty-eight (28) miles of 345 kV transmission line from the AEP Dead-end Structure to the Riley Station
   b) The AEP Dead-end Structure and jumpers

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

   Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

10. Facility Maintenance Responsibilities of the Parties:

Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. Estimated Peak Load: N/A

12. Supplemental Terms and Conditions:

a) Oncor will monitor power flows, device status, and bus voltage at the Oncor Station and Fisher Road switching station associated with the POI. Oncor will provide such data to ERCOT in accordance with ERCOT Requirements
b) AEP will monitor power and energy flows, device status, and bus voltage at the Riley Station associated with the POI. AEP will provide such data to ERCOT in accordance with ERCOT Requirements.

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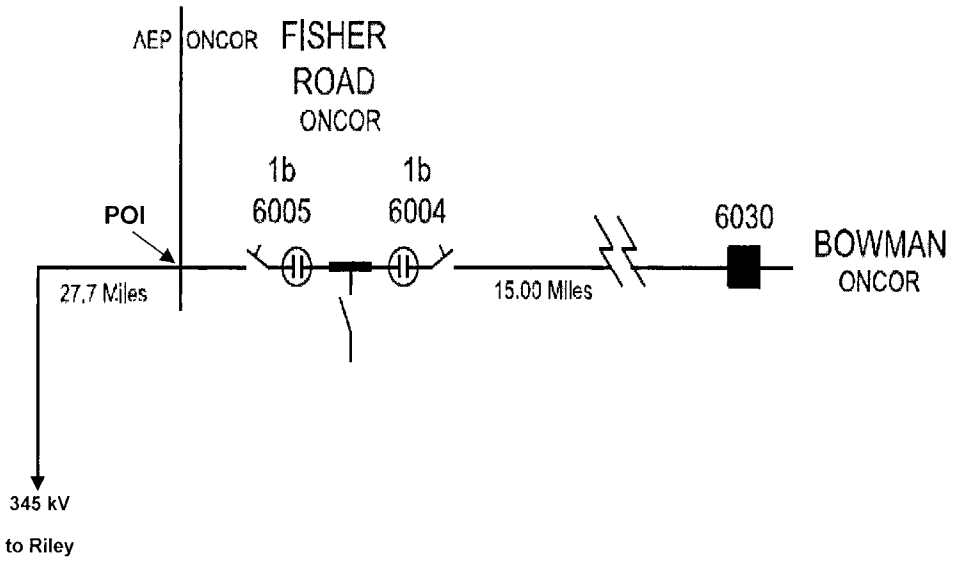
FACILITY SCHEDULE NO. 12 (continued)
One Line Diagram



FACILITY SCHEDULE NO. 13

1. **Name:** **Yucca Drive-Solstice**

2. **Point of Interconnection Location:** The Yucca Drive – Solstice Point of Interconnection ("POI") is located in Ward County in the 138 kV transmission line from Oncor's Yucca Drive 138 kV Station ("Oncor Station") to AEP's Solstice Substation ("AEP Substation"). The POI is located on the north side of the Pecos River approximately 2.5 miles northwest of the point at which the boundary line between Reeves and Pecos counties intersects the Pecos River. More specifically, the POI is at AEP's dead-end structure, where AEP's jumpers connect to Oncor's 138 kV transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** 138 kV metering and metering facilities located at the AEP Substation.

5. **Normal operation of the POI:** Closed

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

7. **Facilities Owned by Oncor:**

   a) Approximately 16.5 miles of single circuit 138 kV transmission line from AEP's dead-end structure to the Oncor Station
   b) The Oncor Station and all facilities within it (including items 7c-d below)
   c) 138 kV circuit breakers (13825 and 13830) and associated line terminal facilities
   d) The telemetry facilities, including a remote terminal unit ("RTU") and associated facilities

8. **Facilities Owned by AEP:**

   a) The single circuit 138 kV transmission line from AEP's dead-end structure to the AEP Substation
   b) The 138 kV dead-end structure and jumpers at the POI
   c) The AEP Substation and all facilities within it
   d) 138 kV circuit breakers (7700 and 7515) and associated line terminal facilities
   e) The telemetry facilities, including an RTU and associated facilities

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

   Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

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

Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. Estimated Peak Load: N/A

12. Supplemental Terms and Conditions:

a) Oncor will monitor power flows, device status, and bus voltage at the Oncor Station associated with the POI. Oncor will provide data to ERCOT in accordance with ERCOT Requirements.
b) AEP will monitor power and energy flows, device status, and bus voltage at the AEP Substation associated with the POI. AEP will provide data to ERCOT in accordance with ERCOT Requirements.

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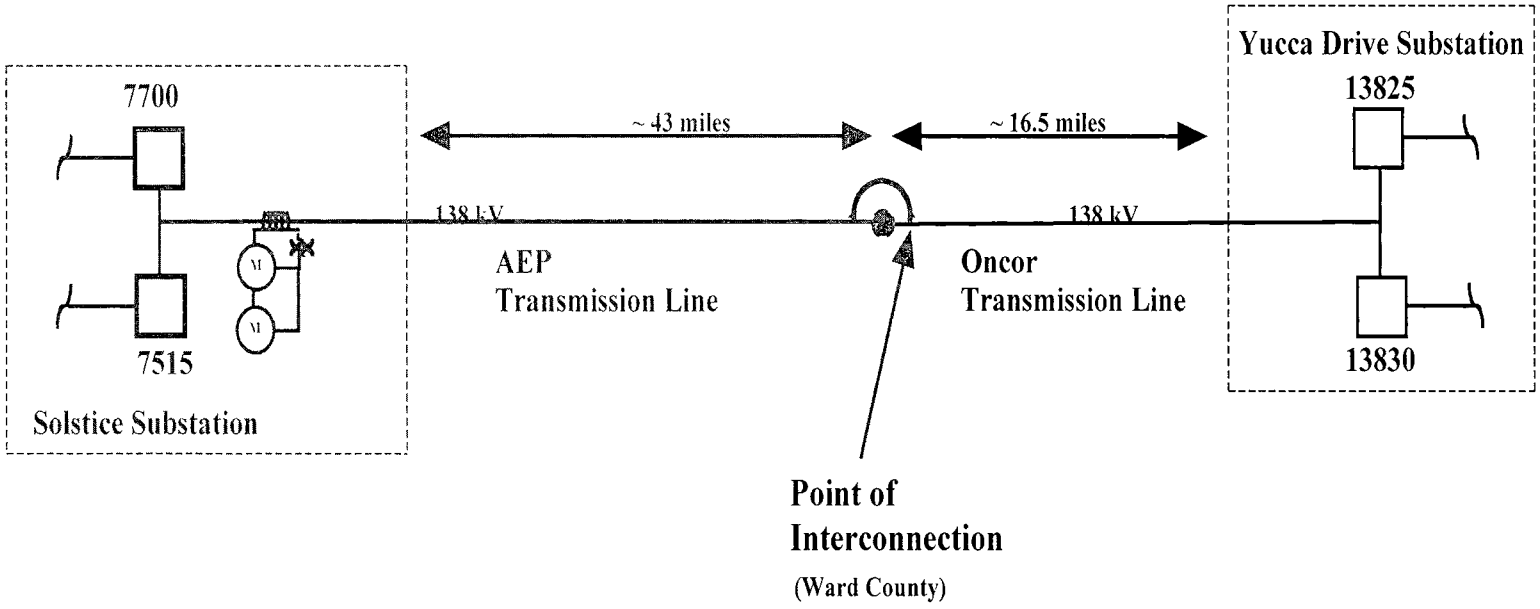
FACILITY SCHEDULE NO. 13 (continued)
One line diagram



Oncor Owned Facilities
AEP Owned Facilities

Distances as shown are conceptual and not to scale

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FACILITY SCHEDULE NO. 14

1. **Name:** **Snyder**

2. **Point of Interconnection Location:** The Snyder Point of Interconnection ("POI") is located in Oncor's Snyder Substation ("Oncor Substation"). The Oncor Substation is located in Scurry County at 500 37th Street, Snyder, Texas 79549. The POI is located where AEP's approximately 3.5 mile single circuit 69 kV transmission line from the SNTX1 substation ("AEP Transmission Line") terminates on Oncor's dead-end structure. More specifically, the POI is defined as the points where Oncor's jumpers at Oncor's dead-end structure connect to the AEP Transmission Line conductors.

3. **Delivery Voltage:** 69 kV

4. **Metered Voltage:** N/A

5. **Normal Operation of the POI:** Closed

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

7. **Facilities Owned by Oncor:**

   a) The Oncor Substation and all facilities within it (including items 7b-d below) except the portion of the AEP Transmission Line located within the Oncor Substation.
   b) The 69 kV dead-end structure and jumpers
   c) The 69 kV circuit breaker (2350) and associated line terminal facilities
   d) The telemetry facilities, including a remote terminal unit ("RTU") and associated facilities

8. **Facilities Owned by AEP:**

   a) AEP Transmission Line

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

   Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

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

    Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. **Estimated Peak Load:** N/A

12. Supplemental terms and conditions:

Oncor will monitor power flows, device status, and bus voltage at the Oncor Substation associated with the POI. Oncor will provide such data to ERCOT in accordance with ERCOT Requirements.

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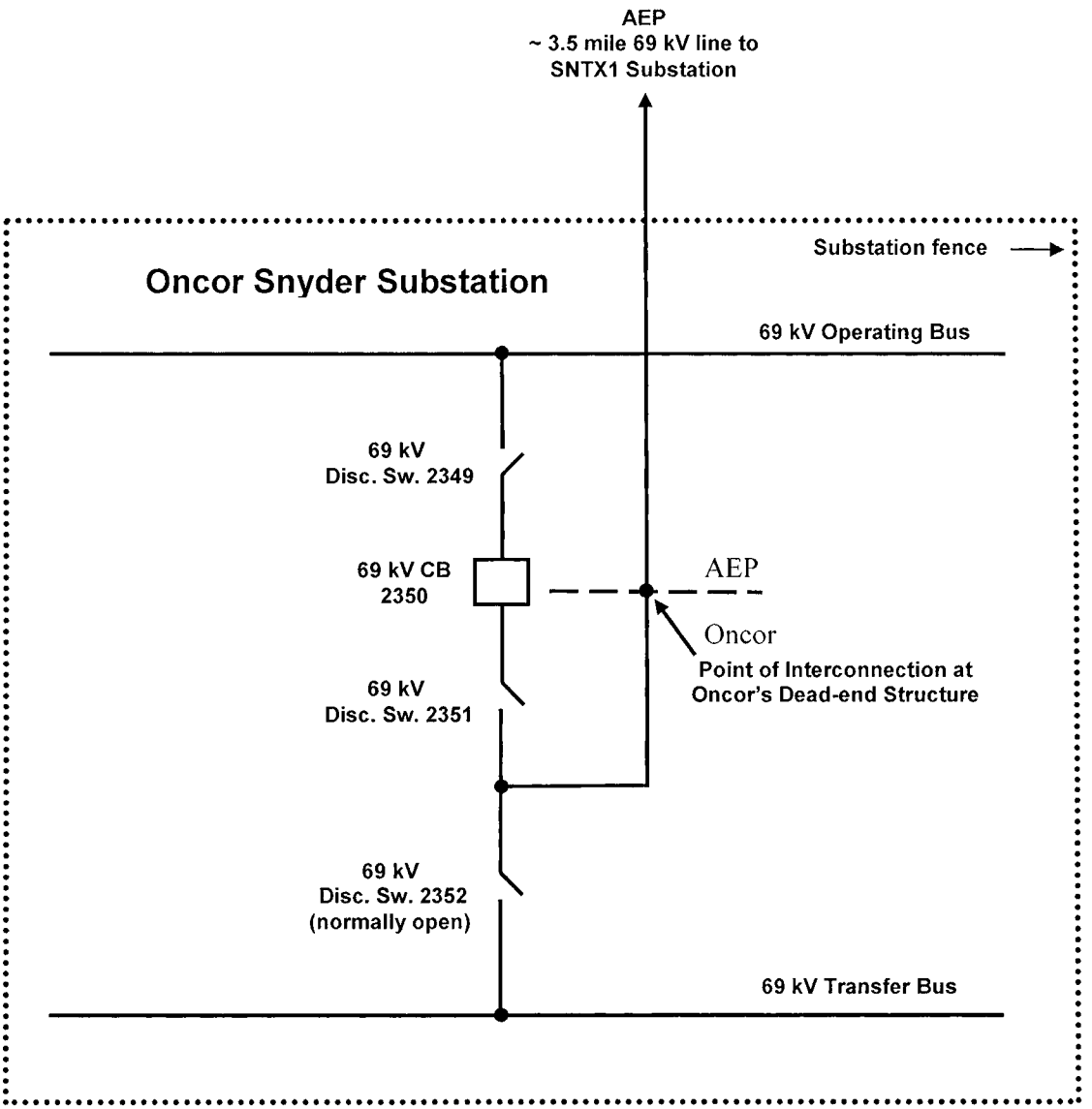
FACILITY SCHEDULE NO. 14 (continued)
One Line Diagram



FACILITY SCHEDULE NO. 15

1. **Name: Lotebush**

2. **Points of Interconnection Location:**

2.1. AEP's Lotebush Station ("AEP Station") will be located in Pecos County, Texas, in AEP's approximate 37.5 mile section of the Solstice Station (AEP) to Yucca Drive Station (Oncor) 138 kV transmission line ("AEP Transmission Line") approximately 0.85 miles southwest of the location where the AEP Transmission Line crosses FM 1450. The AEP Station will be located at the following approximate coordinates: 31° 17' 26.31" N., 103° 07' 01.30" W. There will be three (3) Points of Interconnection located outside the AEP Station fence at AEP's dead-end structures where 1) Oncor's approximately 1.3 mile double-circuit AEP Station to Oncor's Coyanosa NW Substation ("Oncor Substation") 138 kV transmission line ("Coyanosa NW Transmission Line") circuit no.1 ("Coyanosa NW Circuit No.1") terminates; 2) the Coyanosa NW Transmission Line circuit no.2 ("Coyanosa NW Circuit No.2") terminates; and 3) Oncor's approximately 0.10 mile radial single-circuit AEP Station to Oncor's metering station ("Blake Draw Metering Station") 138 kV transmission line segment ("Blake Draw Transmission Line") terminates. More specifically the Points of Interconnection will be where AEP's 138 kV jumpers at AEP's dead-end structures physically connect to each conductor of Oncor's 138 kV transmission lines.

2.2. The Coyanosa NW Circuit No.1 will temporarily be connected at the Coyanosa NW Hard Tap Facilities (defined in Section 8.1(a) below) where AEP's jumpers from the AEP Transmission Line physically connect to the Coyanosa NW Circuit No.1 line conductors spanning under the AEP Transmission Line at the following approximate coordinates: 31° 18' 06.86" N., 103° 06' 26.56"W.

2.3. The Blake Draw 138 kV Point of Interconnection will temporarily be connected at the Blake Draw Hard Tap Facilities (defined in Section 8.2(a) below) where AEP's jumpers from the AEP Transmission Line physically connect to the Oncor conductors spanning under the AEP Transmission Line at the following approximate coordinates: 31° 17' 20.32" N., 103° 07' 03.13 W.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:**

4.1. Permanent: 138 kV at the AEP Station
4.2. Temporary: 21.9 kV (via telemetry located at the Oncor Substation)
4.3. Temporary: 25 kV (via telemetry located at Oncor's customer substation)

5. **Loss Adjustment Due To Meter Location:**

5.1. Permanent: No (138 kV metering located at the AEP Station)
5.2. Temporary: Yes (via telemetry located at the Oncor Substation)
5.3. Temporary: Yes (via telemetry located at Oncor's customer substation).

6. **Normal Operation of the POI(s):** Closed

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

8. **Facilities to be Furnished and Owned by the Parties:**

8.1. Temporary Facilities for the Coyanosa NW Circuit No.1 hard tap to be furnished and owned by Oncor:

a) The 138 kV transmission line facilities spanning under the AEP Transmission Line, described below, to make up the hard tap jumper connections from the AEP Transmission Line to the Coyanosa NW Circuit No.1 ("Coyanosa NW Hard Tap Facilities"), including, but not limited to:
   1. Two (2) temporary 138 kV structures, one on either side of the AEP Transmission line.
   2. The 138 kV strain bus conductors spanning under the AEP Transmission line.
   3. Necessary insulators, connectors, and hardware.

b) A port in Oncor's remote terminal unit ("RTU") at the Oncor Substation to allow AEP to retrieve power data from Oncor's telemetry facilities while interconnected in the temporary configuration.

c) The necessary upgrades and/or setting changes to Oncor's relay and protection system to accommodate the temporary Point of Interconnection.

8.2. Temporary Facilities for the Blake Draw Point of Interconnection to be furnished and owned by Oncor:

a) The 138 kV transmission line facilities spanning under the AEP Transmission Line, described below, to make up the hard tap jumper connections from the AEP Transmission Line to Oncor's temporary hard tap facilities ("Blake Draw Hard Tap Facilities"), including, but not limited to:
   1. Two (2) temporary 138 kV structures, one on either side of the AEP Transmission line.
   2. The 138 kV strain bus conductors spanning under the AEP Transmission line.
   3. Necessary insulators, connectors, and hardware.

b) A temporary 138 kV switch structure.

c) A 138 kV switch mounted on the temporary switch structure.

d) The 25 kV metering facilities located at Oncor's customer substation.

e) The telemetry facilities located at Oncor's customer substation. Oncor will allow AEP to retrieve power data from Oncor's telemetry facilities while interconnected in the temporary configuration.

f) The necessary upgrades and/or setting changes to Oncor's relay and protection system to accommodate the temporary Point of Interconnection.

8.3. Permanent Facilities to be furnished and owned by Oncor:

a) The Coyanosa NW Transmission Line.
b) The Oncor Substation and all the facilities within it.
c) The Blake Draw Transmission Line.
d) The Oncor Metering Station and all the facilities within it.

8.4. Temporary Facilities to be furnished and owned by AEP:

a) The 138 kV jumpers from the AEP Transmission Line to the Coyanosa NW Hard Tap Facilities and the Blake Draw Hard Tap Facilities described in Section 8.1(a) and 8.2(a) above.
b) The communications facilities necessary for AEP to access a port in Oncor's telemetry facilities at the Oncor Substation to retrieve power data while interconnected in the temporary configuration.
c) The communications facilities necessary for AEP to access Oncor's telemetry facilities located at Oncor's customer substation to retrieve power data while interconnected in the temporary configuration.
d) The necessary upgrades and/or setting changes to AEP's relay and protection system to accommodate the temporary Points of Interconnection.

8.5. Permanent Facilities to be furnished and owned by AEP:

a) The AEP Station and all the facilities within it.
b) 138 kV metering facilities within the AEP Station.
c) Three (3) 138 kV dead-end structures located outside the AEP Station that terminate Oncor's Coyanosa NW Transmission Line and Blake Draw Transmission Line.
d) The 138 kV jumpers at the dead-end structures located outside the AEP Station that terminate Oncor's Coyanosa NW Transmission Line and Blake Draw Transmission Line.
e) The necessary upgrades and/or setting changes to AEP's relay and protection system to accommodate the permanent Points of Interconnection.

9. Facility Operation Responsibilities of the Parties:

Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

10. Facility Maintenance Responsibilities of the Parties:

Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. Estimated Peak Load: 50,000 kW

12. Supplemental Terms and Conditions:

11.1. Oncor will monitor power flows, device status, and bus voltage at the Oncor

Substation.

11.2. Oncor will provide AEP direct access to a port in Oncor's RTU at the Oncor Substation to allow AEP to extract power data while interconnected in the temporary configuration. AEP will provide the communications facilities required to access Oncor's RTU.

11.3 Oncor will monitor power flows at Oncor's customer substation while interconnected in the temporary configuration.

11.4 Oncor will provide AEP direct access to Oncor's telemetry facilities located at Oncor's customer substation to allow AEP to retrieve power data while interconnected in the temporary configuration. AEP will provide the communications facilities required to access Oncor's telemetry facilities.

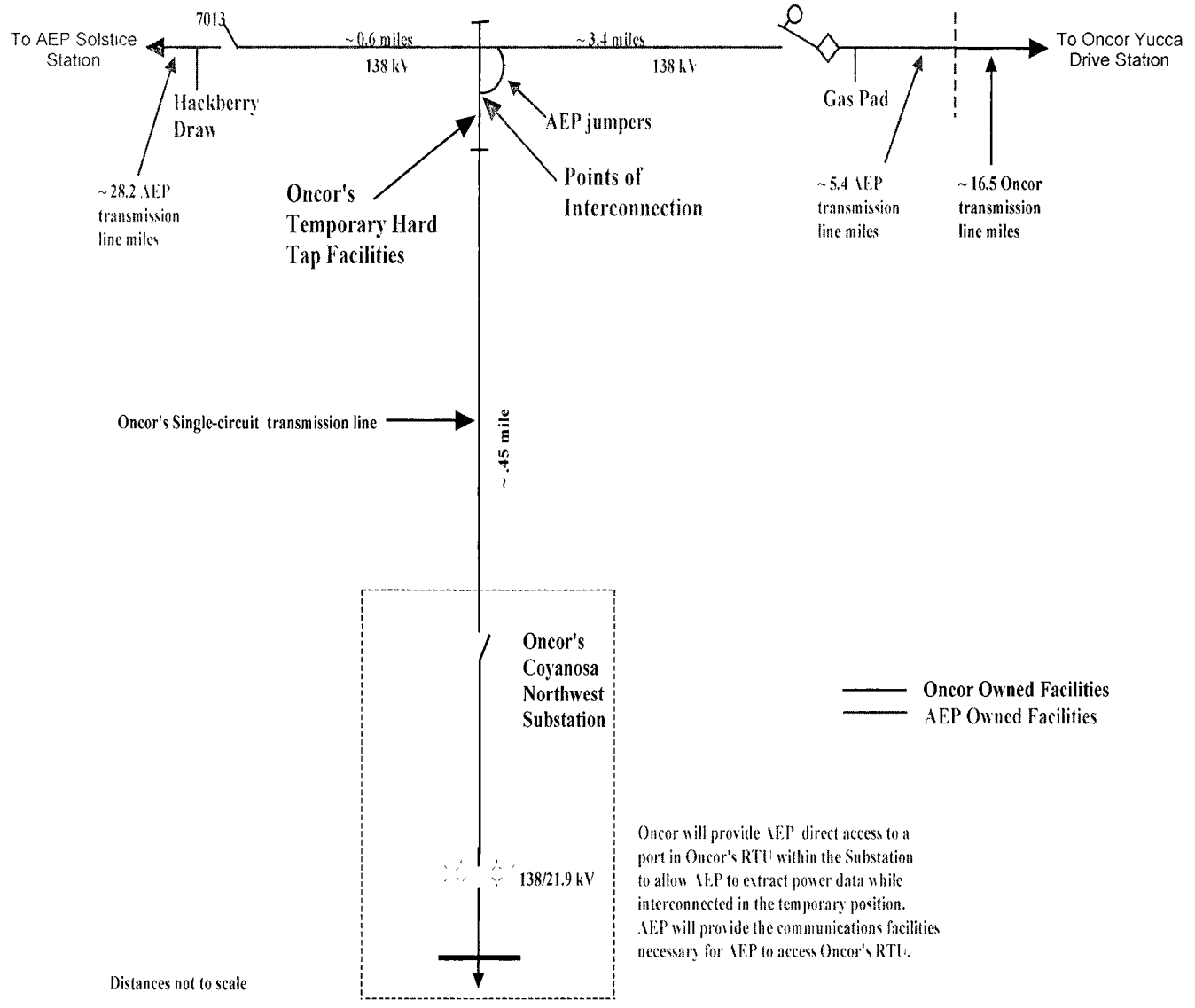
11.5 Oncor will provide data to ERCOT in accordance with ERCOT Requirements for Oncor's customer substation, the Oncor Substation and the Blake Draw Metering Station.

11.6 The estimated in-service date for the Blake Draw Hard Tap Facilities is January 31, 2018.

11.7 The estimated in-service date for the AEP Station is December 31, 2018.

11.8 Oncor recognizes that AEP is installing the facilities described in Sections 8.4 and 8.5 of this Facility Schedule to facilitate Oncor's request for the Points of Interconnection identified in Section 2 of this Facility Schedule. If Oncor cancels its request for any of the Points of Interconnection prior to energizing the Points of Interconnection or if Oncor terminates this Facility Schedule prior to energizing the Points of Interconnection and all or part of the facilities are no longer required, Oncor agrees to pay the actual installed costs incurred and committed to be incurred by AEP for such cancelled Points of Interconnection as of the date of such cancellation and the actual costs of removal of the AEP material and equipment for such cancelled Points of Interconnection, that AEP determines cannot be recovered through transmission cost of service rates, less the value of such material and equipment. The total installed cost of the AEP facilities for Oncor's Coyanosa NW two (2) Points of Interconnection described hereinabove is estimated to be Four Million Dollars ($4,000,000) which Oncor agrees is reasonable. The total installed cost of the AEP facilities for Oncor's Blake Draw Point of Interconnection described hereinabove is estimated to be One Million Five Hundred Thousand Dollars ($1,500,000) which Oncor agrees is reasonable. Any payment by Oncor will be treated as a contribution in aid of construction for tax purposes, and Oncor agrees to reimburse AEP a tax gross up amount for any tax that may be due as a result of any such payment by Oncor to AEP.

FACILITY SCHEDULE NO. 15 (continued)
Temporary Point of Interconnection for the Coyanosa NW circuit No.1
One Line Diagram



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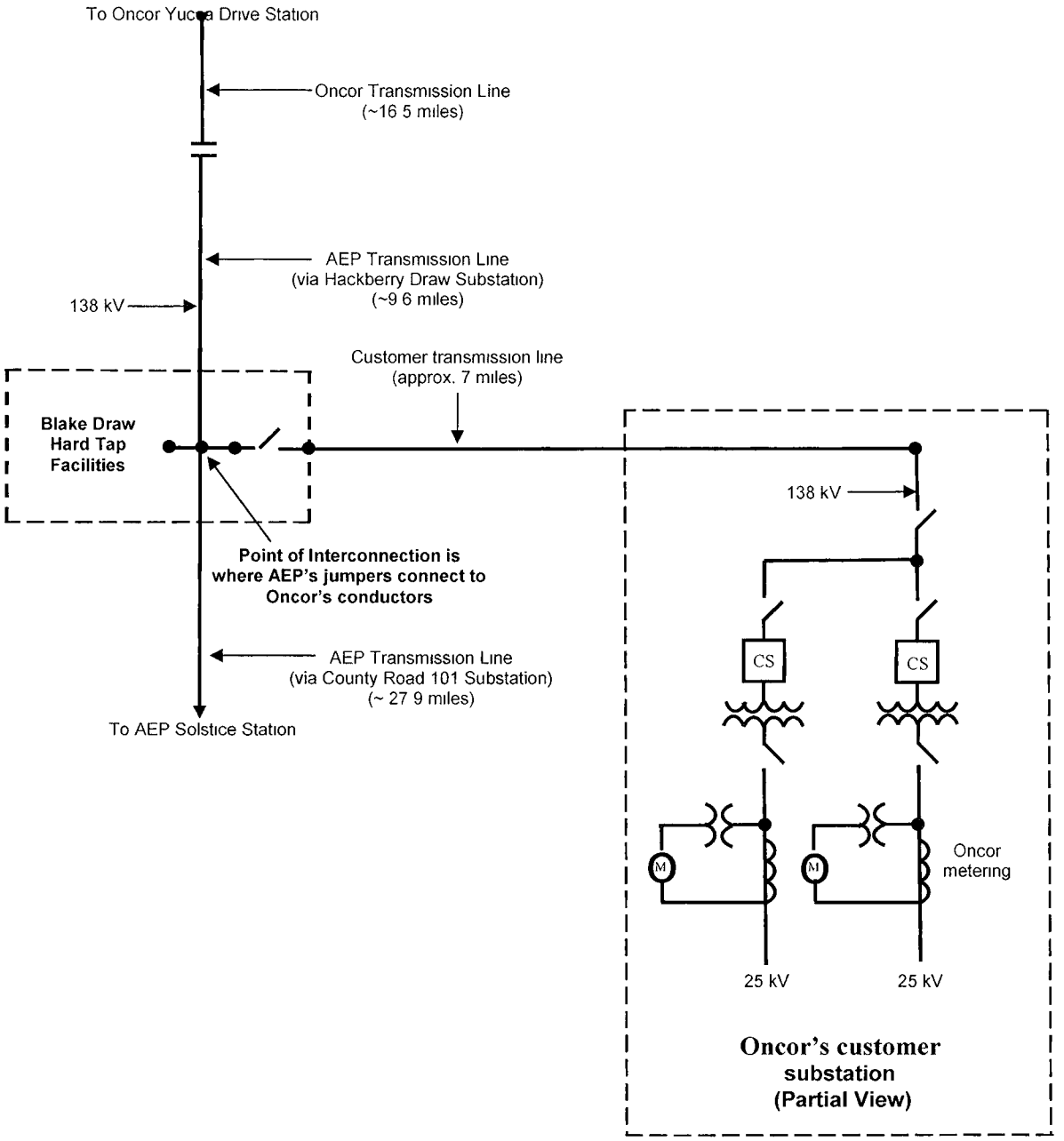
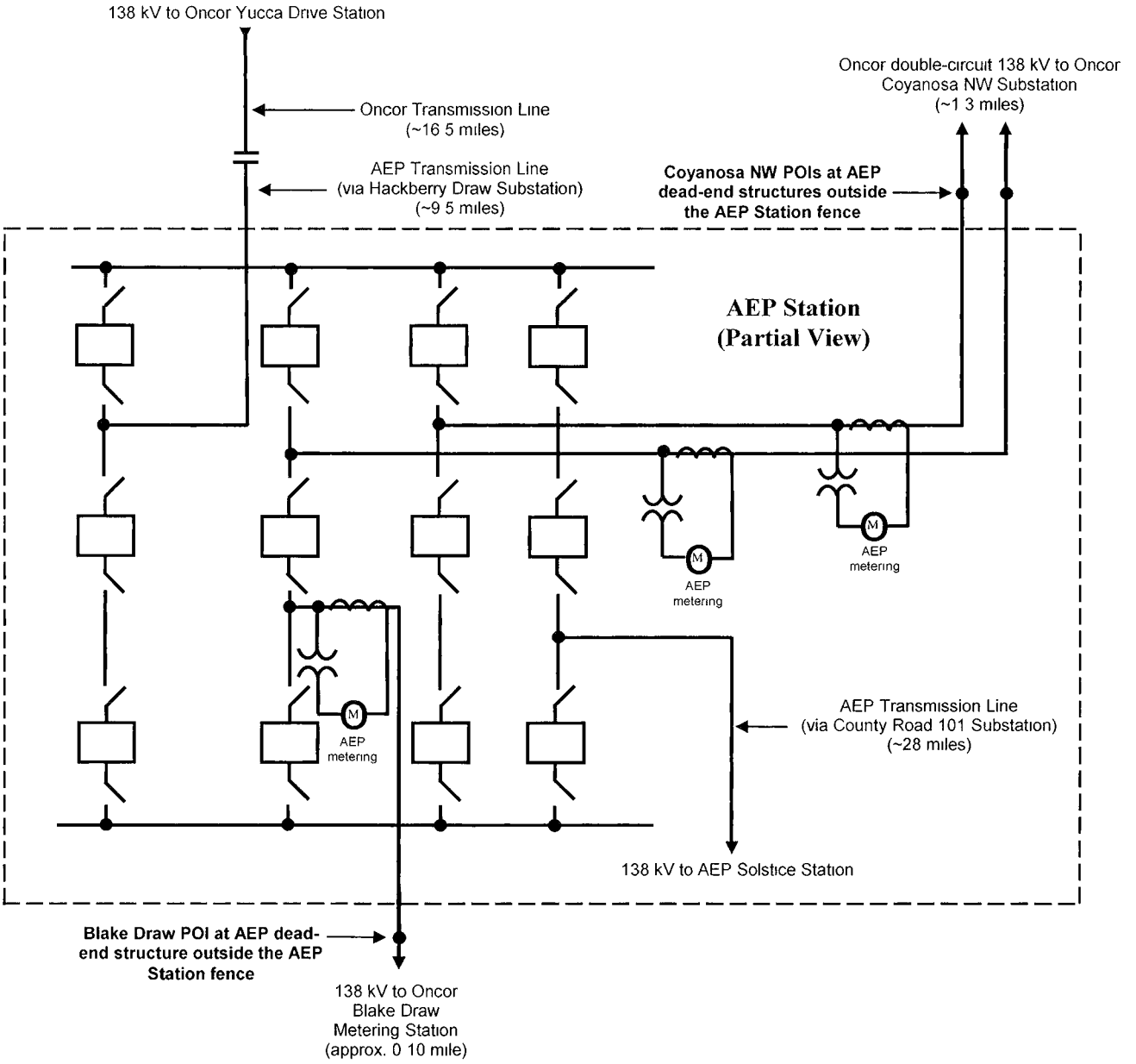
FACILITY SCHEDULE NO. 15 (continued)
Temporary Point of Interconnection for the Blake Draw POI
One Line Diagram



FACILITY SCHEDULE NO. 15 (continued)
Permanent Points of Interconnection
One Line Diagram



FACILITY SCHEDULE NO. 16

1. **Name:** **Basin Tap**

2. **Facility Location:** AEP's Basin Tap Station ("AEP Station") will be located in Pecos County, Texas, at the following approximate coordinates: 31° 19' 02.19" N., 103° 05' 45.84" W., approximately 1.3 miles northeast of the location where AEP's approximately 37.5 mile section of the Solstice Station (AEP) to Yucca Drive Station (Oncor) 138 kV transmission line ("AEP Transmission Line") crosses FM 1450.

   2.1. The temporary Point of Interconnection will be located where AEP's jumpers from the AEP Transmission Line physically connect to Oncor's Temporary Transmission Line (defined in Section 8.A(i) below) at the following approximate coordinates: 31° 18' 59.46" N., 103° 05' 47.86" W.

   2.2. The permanent Point of Interconnection will be located at the AEP Station box-bay structure. More specifically, the permanent Point of Interconnection will be where AEP's 138 kV jumpers physically connect to Oncor's 138 kV slack span conductors which extend from Oncor's customer ("Customer") substation ("Customer Substation") dead-end structure and terminate on the AEP Station box-bay structure ("Slack Span") at Oncor's Pelican Spring POI. The Customer Substation will be located on the west side of the AEP Transmission Line.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage and Location:**

   4.1. Temporary: 21.6 kV within the Customer Substation
   4.2. Permanent: 138 kV within the AEP Station

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

   5.1. Temporary: Yes
   5.2. Permanent: No

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

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

8. **Facilities to be Furnished and Owned by the Parties:**
   8.1. Temporary Facilities to be furnished and owned by Oncor:
   i. A temporary 138 kV single circuit radial transmission line segment (including the necessary poles, insulators, connectors, and hardware) extending from the Customer Substation 138 kV bus and spanning under the AEP Transmission Line at the temporary Point of Interconnection ("Temporary Transmission Line").

ii. Telemetry facilities located at the Customer Substation. Oncor will allow AEP to retrieve power data from Oncor's telemetry facilities while interconnected in the temporary configuration.
iii. The necessary upgrades and/or setting changes to Oncor's relay and protection system to accommodate the temporary Point of Interconnection.

8.2. Permanent Facilities to be furnished and owned by Oncor:

i. The Slack Span defined in Section 2.2 above.
ii. The 21.6 kV metering facilities located at the Customer Substation.
iii. Telemetry facilities located at the Customer Substation.
iv. The necessary upgrades and/or setting changes to Oncor's relay and protection system to accommodate the permanent Point of Interconnection.

8.3. Temporary Facilities to be furnished and owned by AEP:

i. The 138 kV hard tap jumpers connecting the AEP Transmission Line to Oncor's Temporary Transmission Line at the temporary Point or Interconnection.
ii. The communication facilities necessary for AEP to access Oncor's telemetry facilities described in Section 8.1(ii) above to retrieve power data while interconnected in the temporary configuration.
iii. The necessary upgrades and/or setting changes to AEP's relay and protection system to accommodate the temporary Point of Interconnection.

8.4. Permanent Facilities to be furnished and owned by AEP:

i. The AEP Station and all facilities within it including, but not limited to, three (3) 138 kV motor operated sectionalizing switches mounted on the AEP Station box-bay structure and operated in an automatic sectionalizing scheme.
ii. 138 kV metering facilities within the AEP Station.
iii. The AEP Station box-bay structure.
iv. The necessary upgrades and/or setting changes to AEP's relay and protection system to accommodate the permanent Point of Interconnection.
v. The 138 kV jumpers connected to Oncor's Slack Span conductors.

9. Facility Operation Responsibilities of the Parties:

Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

10. Facility Maintenance Responsibilities of the Parties:

Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. Estimated Peak Load: 25,000 kW

12. Other Terms and Conditions:

12.1. The temporary facilities described in Sections 8.1 and 8.3 will be removed after the installation of the permanent facilities described in Sections 8.2 and 8.4 herein.

12.2. Oncor will provide AEP direct access to Oncor's telemetry facilities located outside the Customer Substation fence to allow AEP to retrieve power data while interconnected in the temporary configuration. AEP will provide the communications facilities required to access Oncor's facilities.

12.3. Oncor will monitor power flows at the Customer Substation.

12.4. Oncor will provide data to ERCOT in accordance with ERCOT Requirements.

12.5. The estimated in-service date for the temporary Point of Interconnection was December 15, 2017.

12.6. The estimated in service-date for the permanent Point of Interconnection is March 30, 2019.

12.7. Oncor recognizes that AEP is installing the facilities described in Sections 8.3 and 8.4 of this Facility Schedule to facilitate Oncor's request for the new Points of Interconnection identified in Section 2 of this Facility Schedule. If Oncor cancels its request for any of the Points of Interconnection prior to energizing the Points of Interconnection or if Oncor terminates this Facility Schedule prior to energizing the Points of Interconnection and all or part of the facilities are no longer required, Oncor agrees to pay the actual installed costs incurred and committed to be incurred by AEP for such cancelled Points of Interconnection as of the date of such cancellation and the actual costs of removal of the AEP material and equipment for such cancelled Points of Interconnection, that AEP determines cannot be recovered through transmission cost of service rates, less the value of such material and equipment. The total installed cost of the AEP facilities described hereinabove is estimated to be One Million Seven Hundred Fifty Thousand Dollars ($1,750,000) which Oncor agrees is reasonable. Any payment by Oncor will be treated as a contribution in aid of construction for tax purposes, and Oncor agrees to reimburse AEP a tax gross up amount for any tax that may be due as a result of any such payment by Oncor to AEP.

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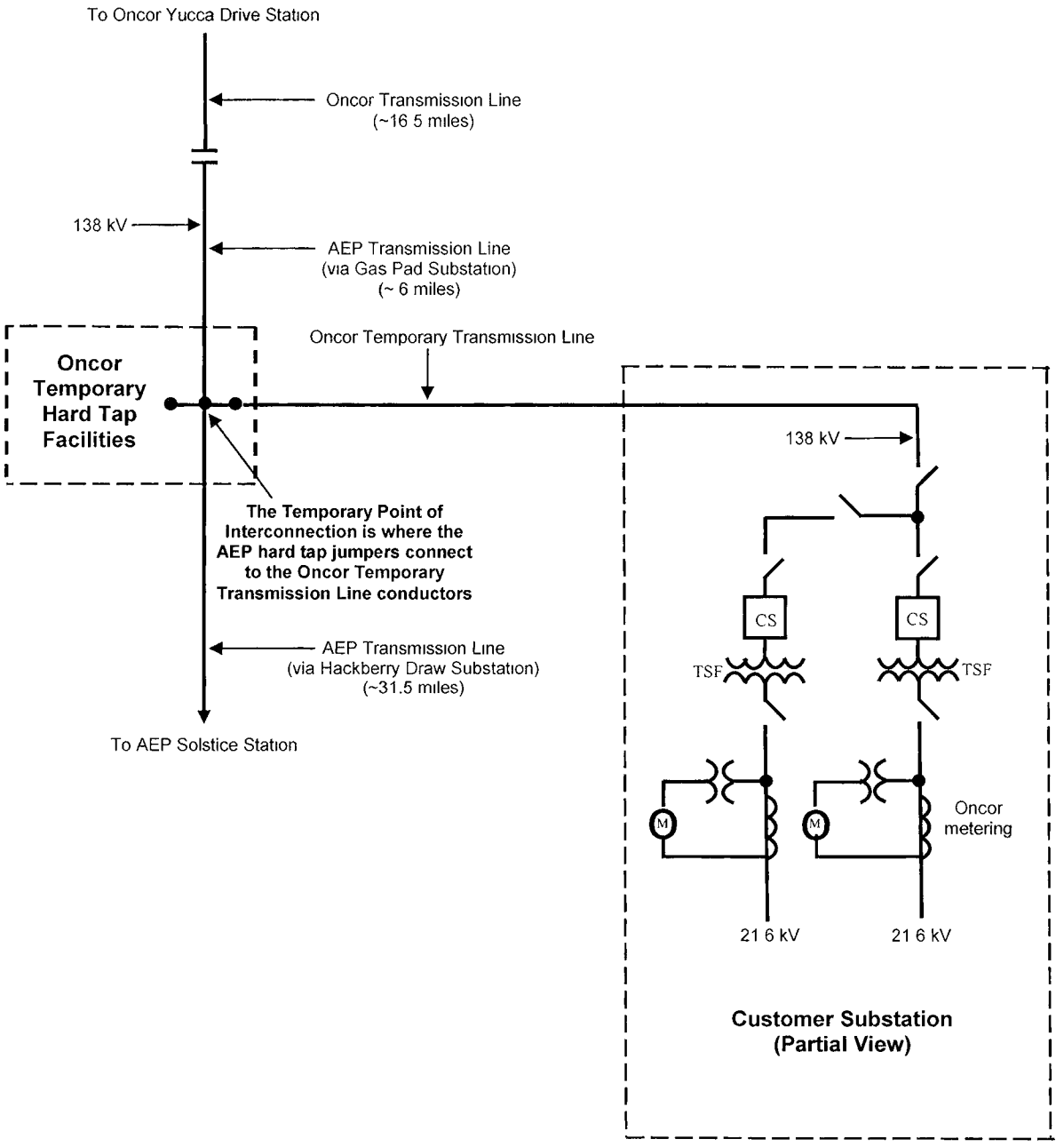
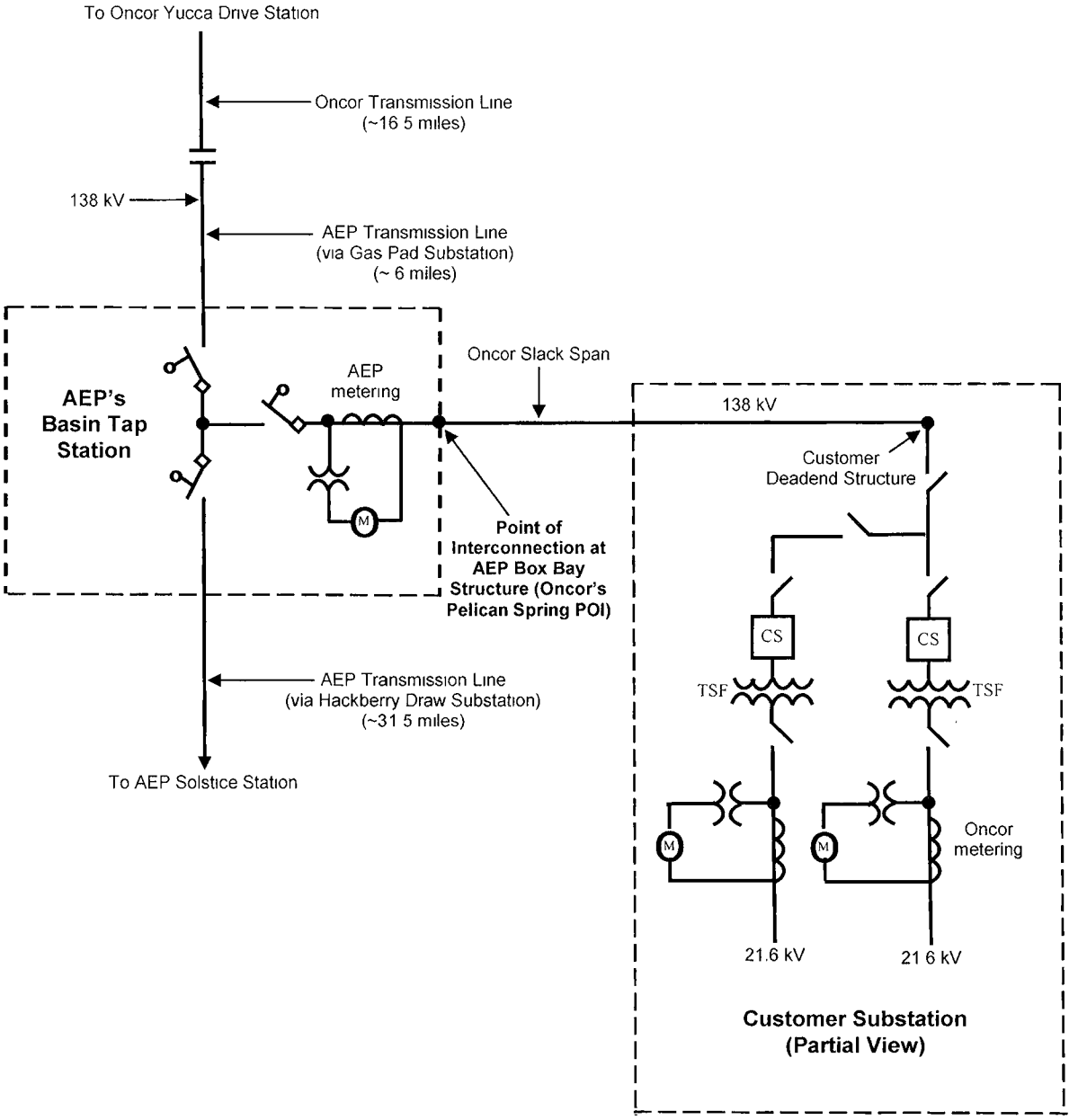
FACILITY SCHEDULE NO. 16 (continued)
Temporary - One Line Diagram



FACILITY SCHEDULE NO. 16 (continued)
Permanent - One Line Diagram



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FACILITY SCHEDULE NO. 17

1. **Name:** **Dutton**

2. **Facility Location:** Dutton Substation ("Substation") is located at (31° 08' 44.39" N., 99° 19' 23.05" W.), 362 E. US190, Brady, Texas in McCulloch County. The Point of Interconnection is located on the Substation steel structure. More specifically the Point of Interconnection is where Oncor's jumper conductors physically contact AEP's conductors that terminate on the Substation steel structure.

3. **Delivery Voltage:** 69 kV

4. **Metered Voltage:** 69 kV

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

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

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

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

A. AEP agrees that it owns the following facilities:

i. the North Brady to Heartland 69 kV transmission line
ii. inline switches (4678 and 3187) in the North Brady to Heartland 69 kV transmission line
iii. one (1) wood pole within the Substation
iv. approximately 160 feet of 69 kV transmission line

B. Oncor agrees that it owns the following facilities:

i. the 69 kV switch (942) mounted on the Substation steel structure
ii. the jumpers at the Point of Interconnection

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

Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

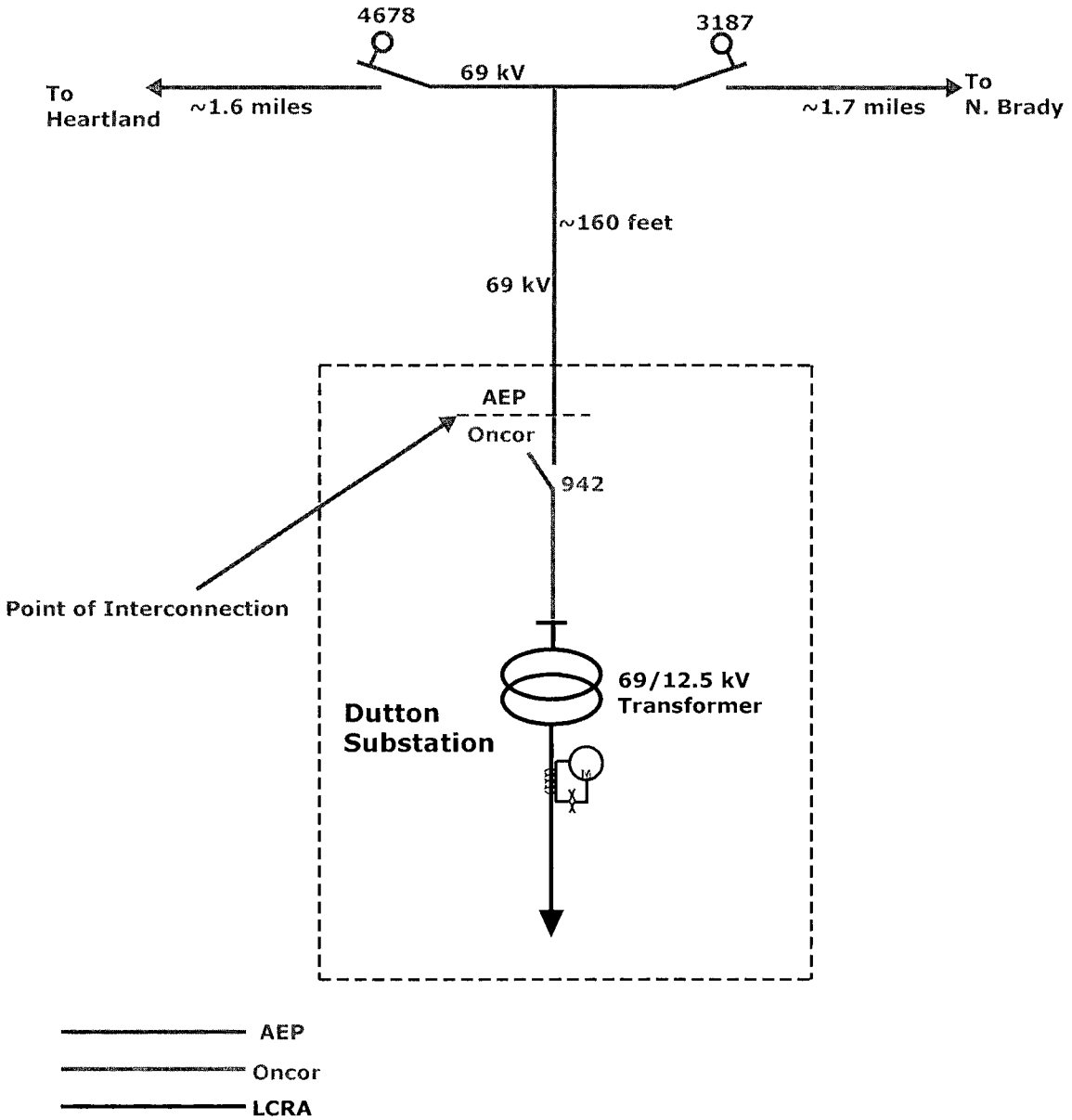
10. **Facility Maintenance Responsibilities of the Parties:**

Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. **Estimated Peak Load:**

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

FACILITY SCHEDULE NO. 17 (continued)
One Line Diagram



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

FACILITY SCHEDULE NO. 18

1. **Name:** **Eden**

2. **Facility Location:** Oncor's Eden Substation ("Substation") is located at (31° 12' 53.83" N., 99° 45' 15.19" W.), southeast corner of county Road 3034 and 3147, approximately 4.8 miles east of Eden, Texas in Concho County. The Point of Interconnection is located on the Substation steel structure. More specifically the Point of Interconnection is where Oncor's jumper conductors physically contact AEP's conductors that terminate on the Substation steel structure.

3. **Delivery Voltage:** 69 kV

4. **Metered Voltage:** 69 kV

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

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

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

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

A. AEP agrees that it owns the following facilities:

i. the Eden to North Brady 69 kV transmission line
ii. inline switches (6202 and 6203) in the Eden to North Brady 69 kV transmission line
iii. the radial switch (6207) one span away from the Eden to North Brady 69 kV transmission line
iv. approximately 0.48 mile of 69 kV transmission line from the Eden to North Brady 69 kV transmission line to the radial switch (6207)

B. Oncor agrees that it owns the following facilities:

i. the Substation and all the facilities within it
ii. the jumpers at the Point of Interconnection

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

Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

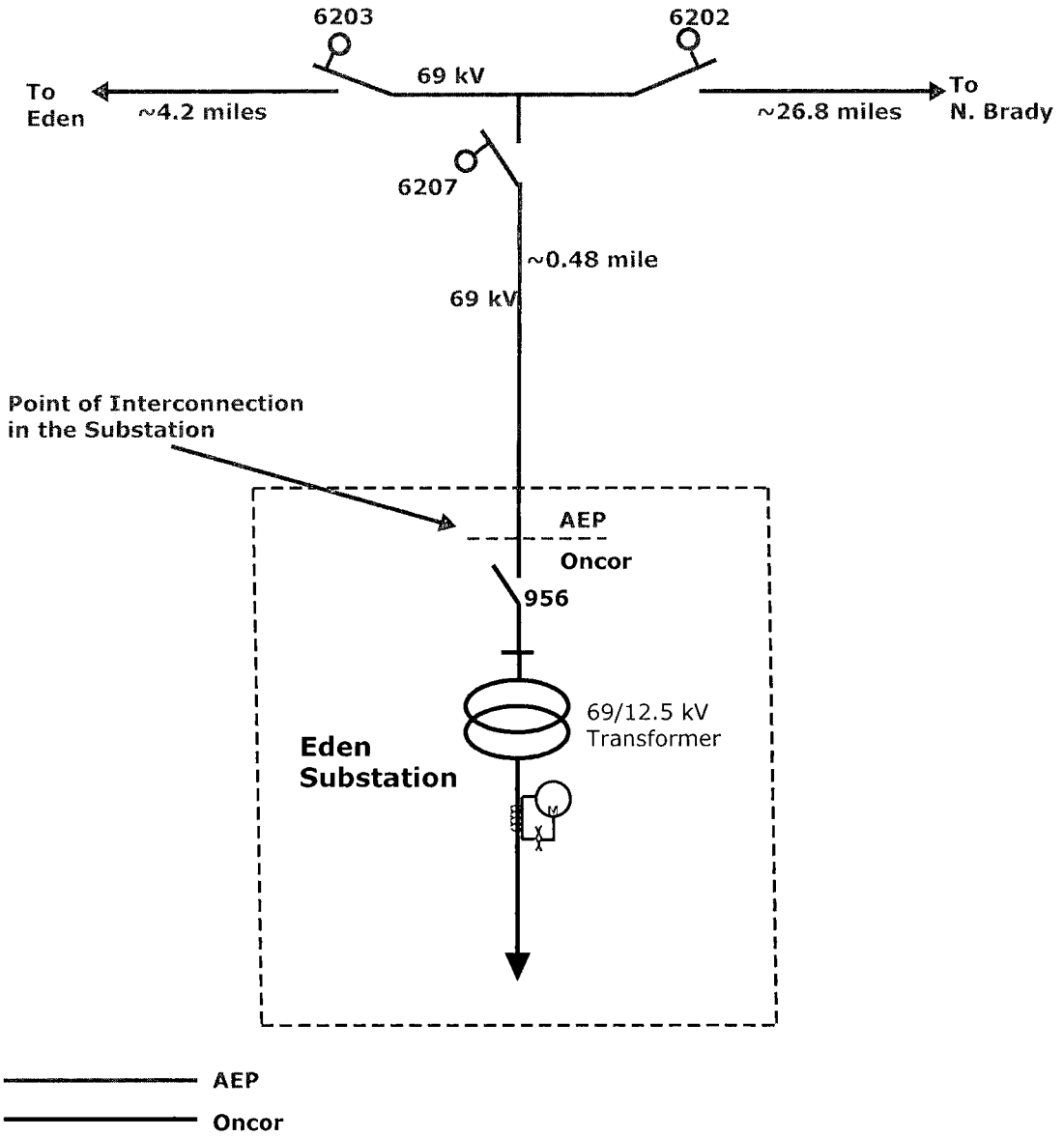
10. **Facility Maintenance Responsibilities of the Parties:**

Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. **Estimated Peak Load:**

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

FACILITY SCHEDULE NO. 18 (continued)
One Line Diagram



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

FACILITY SCHEDULE NO. 19

1. **Name:** **Melvin**

2. **Facility Location:** The Point of Interconnection is located at (31° 09' 48.56" N., 99° 34' 57.84" W) approximately two (2) miles south of Melvin, in Concho County, Texas on the southeast corner of the intersection of FM 2028 and County Road 132. More specifically the Point of Interconnection is where AEP's jumper conductors from the primary metering equipment physically contact Oncor's primary conductors dead-ending at the meter pole.

3. **Delivery Voltage:** 12.5 kV

4. **Metered Voltage:** 12.5 kV

5. **Loss Adjustment Due To Meter Location:** No

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

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

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

   A. AEP agrees that it owns the following facilities:

   i. one (1) wood meter pole
   ii. one (1) wood pole at the NE corner of County Road 132 and FM 2028
   iii. 12.5 kV primary meter
   iv. the distribution feeder (3-phase, 12.5 kV distribution line) from AEP's Melvin substation serving the Point of Interconnection
   v. jumper conductors from the primary metering equipment to the dead-end conductors
   vi. 1-phase 7.2 kV distribution line running East from the pole on the NE corner of County Road 132 and FM 2028

   B. Oncor agrees that it owns the following facilities:

   i. primary dead-ends and conductors comprising the 3-phase, 12.5 kV distribution line running south from the Point of Interconnection

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

   Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

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

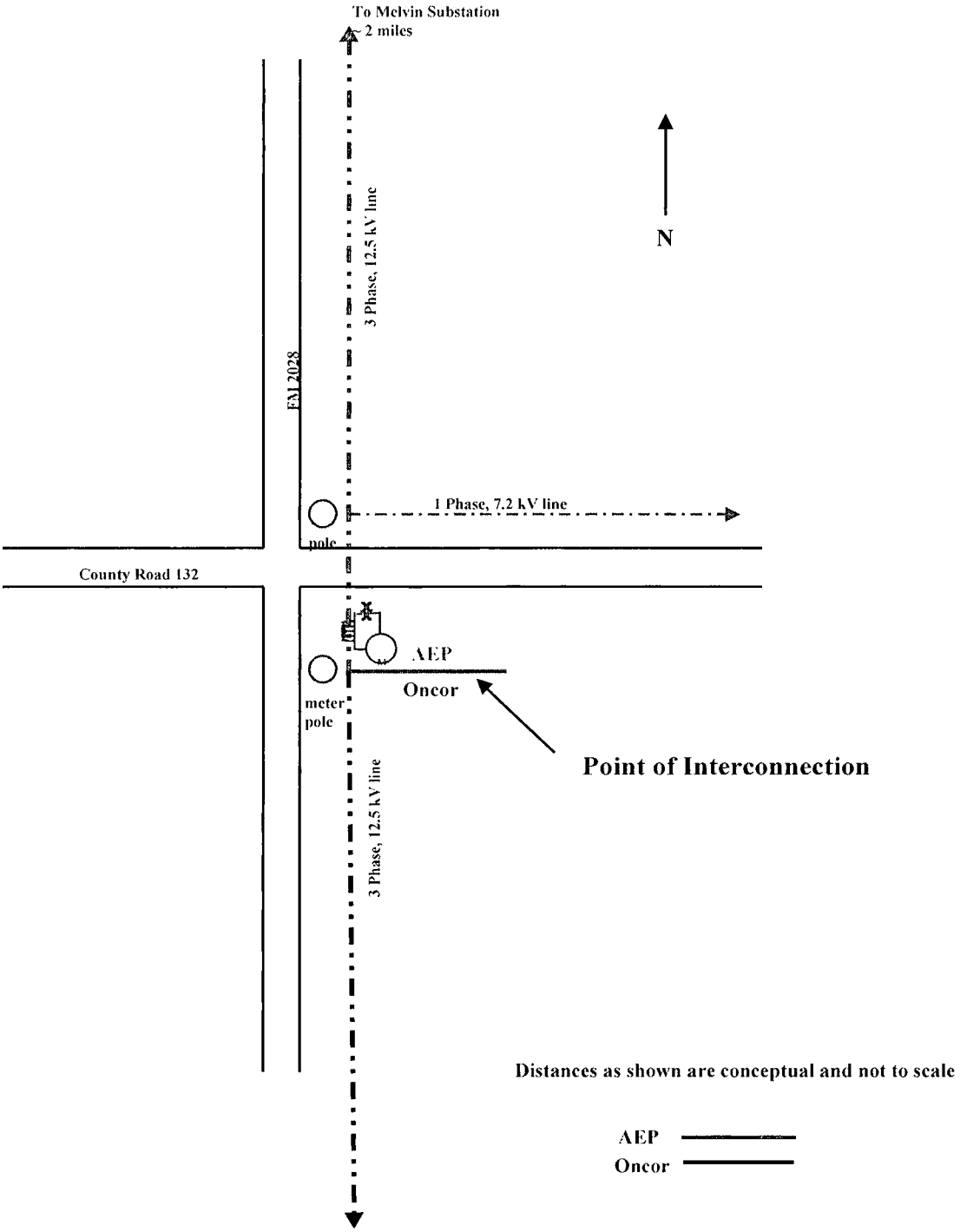
    Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. **Estimated Peak Load:** 4500 kW

12. **Other Terms and Conditions:**

    AEP shall provide Oncor with a "read only" password for AEP's meter listed in Section 8.A(iii) above for Oncor's direct access to meter data.

FACILITY SCHEDULE NO. 19 (continued)
One Line Diagram



FACILITY SCHEDULE NO. 20

1. **Name:** **Solstice to Sand Lake Tie-line**

2. **Facility Location:** The Solstice to Sand Lake Tie-line Points of Interconnection ("POI") (31° 14' 30.28" N., 103° 24' 26.98" W.) is located approximately 13.5 miles southeast of Pecos, Texas and approximately 3.5 miles west of US Hwy 285 in Reeves County. There are two (2) Points of Interconnection at Oncor's dead-end structures. More specifically, the Points of Interconnection will be located where Oncor's jumper conductors physically connect to APE's conductors terminating on Oncor's dead-end structures.

3. **Delivery Voltage:** 345 kV

4. **Metered Voltage:** 345 kV in AEP's Solstice Switch Station

5. **Loss Adjustment Due To Meter Location:** No

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

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

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

   8.1. AEP agrees that it will design, procure construct and own the following facilities:

   i. approximately twenty two (22) miles of 345 kV double circuit transmission line south of the POI toward AEP's Solstice Switch Station
   ii. one (1) optical ground wire ("OPGW") on the twenty two (22) miles of 345 kV double-circuit transmission line

   8.2. Oncor agrees that it will design, procure construct and own the following facilities:

   i. approximately twenty two (22) miles of 345 kV double circuit transmission line north of the POI toward Oncor's Sand Lake Switch Station
   ii. two single circuit (2) lattice steel towers dead-end structures that both Parties terminate its double circuit 345 kV transmission line circuits
   iii. two (2) sets of jumpers at Oncor's dead-end structures
   iv. one (1) optical ground wire ("OPGW") on the twenty two (22) miles of 345 kV double-circuit transmission line
   v. one (1) splice case and fiber slack storage device to accommodate both Party's OPGW terminated at Oncor's dead-end structure

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

   Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

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

Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

a) Oncor will monitor power flows, device status, and bus voltage at the Oncor Sand Lake Switch Station associated with the POI. Oncor will provide data to ERCOT in accordance with ERCOT Requirements.
b) AEP will monitor power and energy flows, device status, and bus voltage at the AEP Solstice Switch Station associated with the POI. AEP will provide data to ERCOT in accordance with ERCOT Requirements.

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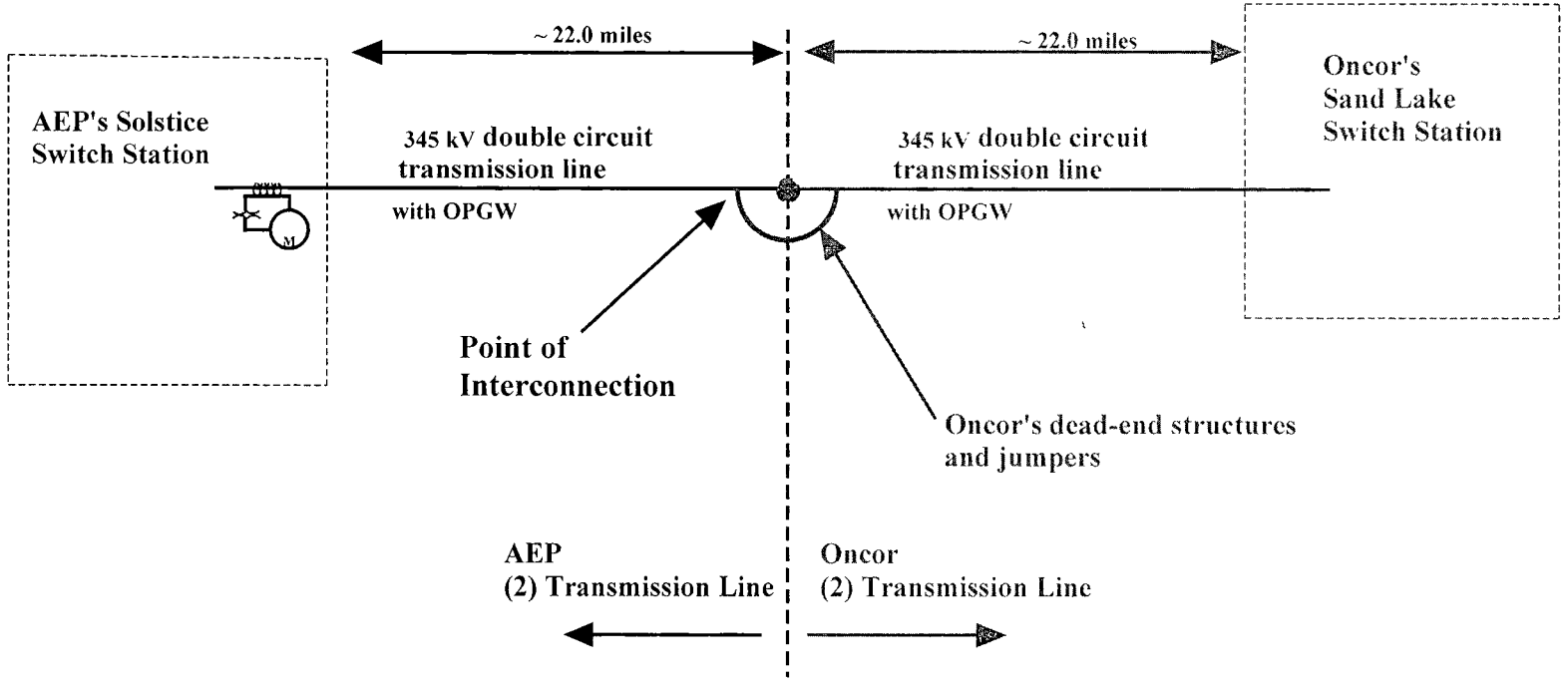
FACILITY SCHEDULE NO. 20 (continued)
One Line Diagram



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

FACILITY SCHEDULE NO. 21

1. **Name:** **Hext**

2. **Facility Location:** Oncor's Hext Substation ("Oncor Substation") is located on west side of Pope Lane, north of State Highway 29, west of Hext, Texas in Menard County. There are two (2) Points of Interconnection located at 1) the west side of the Oncor Substation steel dead-end structure were AEP's 69 kV Yellowjacket transmission line terminates, and 2) the east side of the Oncor Substation steel dead-end structure were AEP's 69 kV Mason Switch transmission line terminates. More specifically, where Oncor's jumpers at the Oncor Substation steel dead-end structure physically connect to AEP's switches that terminate on Oncor Substation steel dead-end structure.

3. **Delivery Voltage:** 69kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

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

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

8. **Facility Ownership Responsibilities of the Parties:**
   - **8.1. AEP agrees that it owns the following facilities:**
     - i. The 69 kV transmission line from AEP's Mason Switch
     - ii. The 69 kV transmission line from the Yellow Jacket Substation
     - iii. Transmission lines dead-end insulator strings and termination hardware
     - iv. Two (2) VAB switches (6477 and 6478) and two (2) sets of line interrupters
     - v. Six (6) surge arresters, 42 kV MCOV, station class
     - vi. Jumpers from switches 6477 and 6478 to the lines and jumpers to the surge arrestors
   - **8.2. Oncor agrees that it owns the following facilities:**
     - i. The Oncor Substation and all the facilities within it except for those noted above

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

   Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

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

    Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. Estimated Peak Load: 1,000 kW

12. Other Terms and Conditions: None

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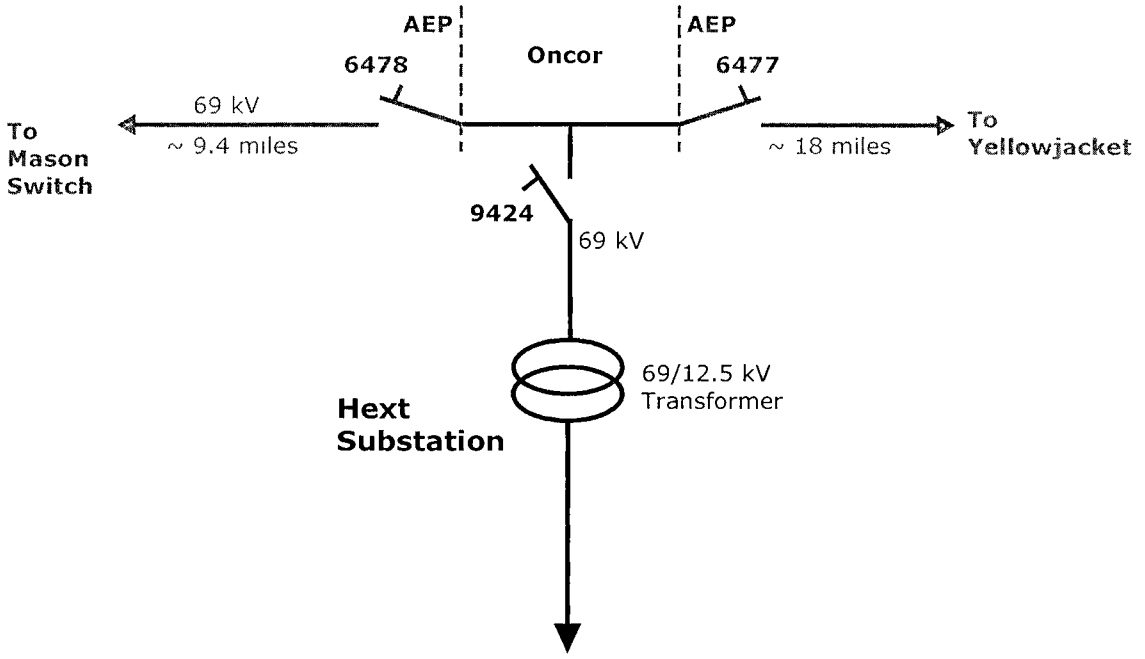
FACILITY SCHEDULE NO. 21

One-Line Diagram



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

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FACILITY SCHEDULE NO. 22

1. **Name:** **Camp San Saba**

2. **Facility Location:** Oncor's Camp San Saba Substation ("Oncor Substation") is located 12 miles south of Brady, Texas at 137 CR 206 in McCulloch County, Texas. The Point of Interconnection is located at Oncor's steel dead-end structure within the Oncor Substation, where AEP's tap conductors from the Mason to Heartland 69 kV transmission line terminate. More specifically, the Point of Interconnection is where Oncor's jumper conductors from switch (922) physically contact connectors on AEP's transmission line tap conductors that terminate on Oncor's steel dead-end structure.

3. **Delivery Voltage:** 69 kV

4. **Metered Voltage:** 24.9 kV

5. **Loss Adjustment Due To Meter Location:** N/A

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

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

8. **Facility Ownership Responsibilities of the Parties:**
   - **8.1. AEP agrees that it owns the following facilities:**
     - i. The Mason to Heartland 69 kV transmission line
     - ii. The inline switches (4987 and 4988) in the Mason to Heartland 69 kV transmission line
     - iii. The inline switch (7933) towards the Oncor Substation
     - iv. The 24.9 kV meter and metering facilities within the Oncor Substation
   - **8.2. Oncor agrees that it owns the following facilities:**
     - i. The Oncor Substation and all facilities within it, except for facilities identified in Section 8.1(iv) above

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

   Facility operation responsibilities of the Parties shall be in accordance with Article V of the Agreement.

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

    Facility maintenance responsibilities of the Parties shall be in accordance with Article V of the Agreement.

11. **Estimated Peak Load:** N/A

12. Other Terms and Conditions:

Oncor personnel shall escort AEP personnel into the Oncor Substation when AEP's meter maintenance is required.

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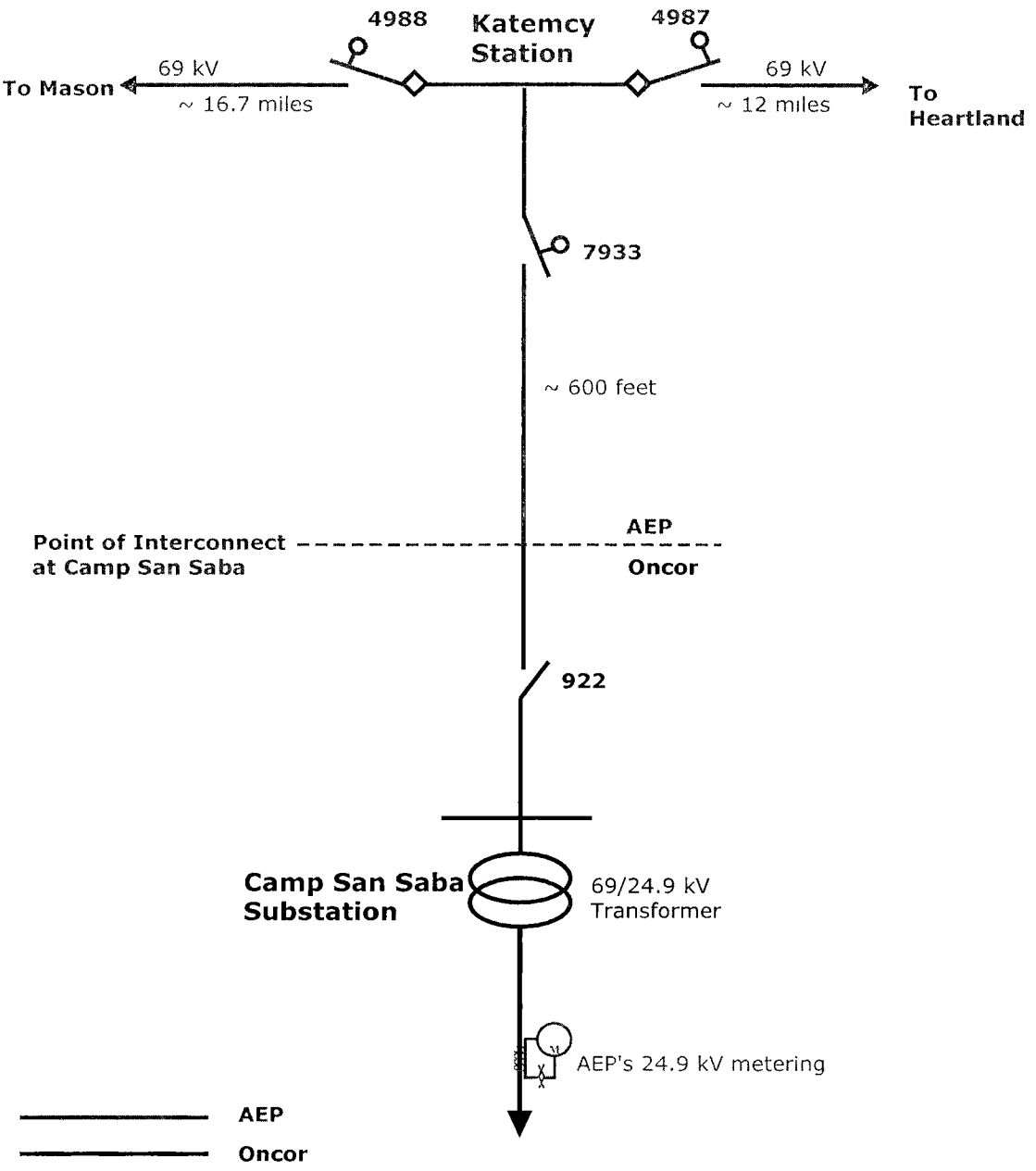
FACILITY SCHEDULE NO. 22

One-Line Diagram



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