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**FOURTH AMENDED AND RESTATED
INTERCONNECTION AGREEMENT
AMONG
AEP TEXAS INC.,
CONCHO VALLEY ELECTRIC COOPERATIVE, INC.,
AND
GOLDEN SPREAD ELECTRIC COOPERATIVE, INC.**

DATED 1/5/2022 | 10:49 AM EST

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INTERCONNECTION AGREEMENT
AMONG
AEP TEXAS INC.,
CONCHO VALLEY ELECTRIC COOPERATIVE, INC.,
AND
GOLDEN SPREAD ELECTRIC COOPERATIVE, INC.**

THIS FOURTH AMENDED AND RESTATED INTERCONNECTION AGREEMENT (“Agreement”), entered into as of 1/5/2022 | 10:49 AM EST (“Execution Date”) by and among **AEP Texas Inc.**, a Texas corporation (“Company” or “AEP”), **Concho Valley Electric Cooperative, Inc.**, a Texas cooperative corporation (“Concho Valley” or “CVEC”) and **Golden Spread Electric Cooperative, Inc.**, a Texas cooperative corporation, (“Golden Spread” or “GSEC”). References to the “Parties” in the Agreement shall mean Company, Concho Valley, and Golden Spread, collectively. References to a “Party” in the Agreement shall mean each individual Company, Concho Valley, and Golden Spread. References to “Cooperative” in the Agreement shall mean Concho Valley or Golden Spread, as appropriate, depending on the Cooperative designated in Exhibit A and applicable Facility Schedule attached to the Agreement as the Cooperative that installs, owns, operates, and maintains the Point of Interconnection facilities.

WITNESSETH

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

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

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

WHEREAS, the Parties entered into a Third Amended and Restated Interconnection Agreement dated as of July 20, 2020 (the “Third Amended and Restated Agreement”) in accordance with the AEP Open Access Transmission Service Tariff (“AEP OATT”) which required the Cooperative taking service under the AEP OATT to implement an interconnection agreement with the Company; and

WHEREAS, the Parties desire to amend and restate the Third Amended and Restated Agreement for the purpose of: 1) updating Exhibit A; 2) adding Facility Schedules No. 3, 4, 6, 7, 8, 10 through 16 and 18; 3) updating Facility Schedules No. 1, 2, 5, 9, 19 through 24; 4) adding area maps to Facility Schedules No. 2 through 16, 18, 19, 21 through 23; 5) updating one-line drawings to Facility Schedules No. 1, 3, 4, 8 through 16, and 18 through 23; 6) adding one-line

drawings to Facility Schedules No. 6 and 7; and 7) adding terminated Facility Schedules No.17; and

WHEREAS, the Parties desire to amend and restate the Third Amended and Restated Agreement for the purpose not only to add Facility Schedule, area map and update the one-line drawing to Facility Schedule No.18 Veribest as stated above, but GSEC has requested to transfer its existing Veribest load from AEP's Miles to SA Concho 69 kV transmission line to AEP's San Angelo Plant to Red Creek 138 kV transmission line, which requires AEP to construct a new station in the San Angelo Plant to Red Creek 138 kV transmission line called Tribute. AEP will interconnect GSEC converted radial single circuit 69 kV to 138 kV transmission line temporarily to the San Angelo Plant to Red Creek 138 kV transmission line until AEP's Tribute facilities are complete and energized.

WHEREAS, the Parties desire to interconnect their respective transmission and/or distribution systems in the respects, and under the terms and conditions set forth below.

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

ARTICLE I - EFFECTIVE DATE AND TERM

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

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

ARTICLE II – OBJECTIVE AND SCOPE

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

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

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

ARTICLE III - DEFINITIONS

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

3.1 Agreement means this Fourth Amended and Restated Interconnection Agreement, as amended and restated herein, together with all exhibits, schedules and attachments applying hereto, including any exhibits, schedules, attachments, and any amendments hereafter made.

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

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

3.4 Facility Schedule(s) shall mean the addendum(s) to this Agreement that describe the agreement on ownership, control, operation, and maintenance responsibilities of the Parties at the Point(s) of Interconnection.

3.5 Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the

desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region. Good Utility Practice may include, but is not limited to, conformance with the applicable and consistently applied reliability criteria, standards and operating guides of ERCOT and the NERC, or successor organization(s).

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

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

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

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

ARTICLE IV - ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION

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

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

4.3 [Reserved]

4.4 Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, or cause the design and installation of the transmission or distribution facilities (including all apparatus and necessary protective devices) on its side of the Point of Interconnection, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the system of one Party, from affecting or impairing the system of the other Party, or other systems to which the system of such Party is interconnected. The Parties agree that all Points of Interconnection will be established and maintained in conformance with the ERCOT Requirements. The Parties agree to cause their systems to be

constructed in accordance with specifications at least equal to those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction. Except as otherwise provided in the Facility Schedules, each Party will be responsible for the equipment and facilities it owns on its side of the Point of Interconnection.

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

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

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

4.6 Subject to regulatory approval, if required, unless mutually agreed, no Party shall have the right to disconnect from the other Party at any Point of Interconnection specified on Exhibit A and a Facility Schedule, originally attached to this Agreement or added subsequent to the execution of this Agreement, except as set forth in Section 4.5 above, or for reason of a material violation of the terms of this Agreement, for which opportunity to correct such violation was given under Section 15.1 of this Agreement and such violation was not corrected in accordance with said Section 15.1.

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

4.8 Each Party agrees to provide current as-built drawings to the other Party of the facilities owned by that Party at each Point of Interconnection.

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

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

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

4.12 If Cooperative terminates and discontinues the use of an energized Point of Interconnection in accordance with Section 4.5 hereinabove, and as a result of such termination and discontinuation of use the Company facilities that comprise the Point of Interconnection are no longer energized or the costs of such facilities are no longer recoverable, Cooperative shall pay Company the depreciated book value plus removal cost less salvage value of such facilities, or Cooperative may purchase such facilities at depreciated book value provided Cooperative removes or otherwise disconnects such facilities from a direct connection to the Company system.

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

ARTICLE V - OTHER SERVICES

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

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

ARTICLE VI - SYSTEM OPERATION AND MAINTENANCE

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

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

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

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

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

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

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

ARTICLE VII - RIGHT OF ACCESS, EQUIPMENT INSTALLATION AND REMOVAL

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

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

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

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

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

ARTICLE VIII - METERING AND RECORDS

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

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

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

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

ARTICLE IX – COMMUNICATION AND TELEMETERING FACILITIES

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

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

ARTICLE X - INDEMNIFICATION

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

ARTICLE XI - NOTICES

11.1 Notices of an administrative nature, including but not limited to a notice of termination, notice of default, request for amendment, change to a Point of Interconnection, or request for a new Point of Interconnection, shall be forwarded to the designees listed below for each Party and shall be deemed properly given if emailed and delivered in writing to the following:

If to Company:

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

With copy to:

AEP Texas Inc.
Manager, Customer Services

Robert Knowles
539 N. Carancahua, Floor 07
Corpus Christi, TX 78401
361-881-5561
rwknowles@aep.com

If to Concho Valley:

Assistant to the Executive Vice President & CEO
Concho Valley Electric Cooperative, Inc.
P.O. Box 3388
San Angelo, TX 76902
2530 Pulliam
San Angelo, TX 76905
Voice: 325-655-6957
Fax: 325-655-6950

If to Golden Spread:

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

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

ARTICLE XII - SUCCESSORS AND ASSIGNS

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

12.2 No Party shall assign its interest in this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, provided that no Party will be required to consent to any assignment which would, in its sole judgment and among other reasons, subject it to additional federal or state regulation, result in the imposition of additional costs of administration which the Party requesting consent to assignment does not agree to reimburse, or in any way diminish the reliability of its system, enlarge its obligations or otherwise create or maintain an unacceptable condition. The respective obligations of the Parties under this Agreement may not be changed, modified, amended, or enlarged, in whole or in part, by reason of the sale, merger, or other business combination of either Party with any other person or entity. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, its interest in this Agreement, in whole or in part, to a successor to all or a substantial portion of the Party's transmission and distribution business; to any affiliate of the assigning Party with an

equal or greater credit rating; to any transmission service provider with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; or for collateral security purposes in connection with any financing or financial arrangements. In the event that a Party transfers its interest in this Agreement, in whole or in part, to an affiliate of the assigning Party and such affiliate assignee is not subject to FERC jurisdiction, such affiliate assignee shall negotiate with the other Party any changes needed to protect the rights of the non-assigning Party pursuant to this Agreement and to conform to applicable state regulations and, if agreement is not achieved, file the agreement on an unexecuted basis with the applicable state regulatory authority for approval.

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

ARTICLE XIII - GOVERNING LAW AND REGULATION

13.1 This Agreement must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Texas except as to matters exclusively controlled by the Constitution and statutes of the United States of America. This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, rules and regulations of duly constituted regulatory authorities having jurisdiction.

13.2 This Agreement and all obligations hereunder, are expressly conditioned upon obtaining approval or authorization or acceptance for filing by any regulatory authority whose approval, authorization, or acceptance for filing is required by law. After execution by the Parties, the Company will file this Agreement with the FERC with copies of such filing provided to the PUCT. The Parties hereby agree to support the approval of this Agreement before such regulatory authorities and to provide such documents, information, and opinions as may be reasonably required or requested by either Party in the course of approval proceedings.

13.3 In the event that a regulatory authority having jurisdiction over this Agreement orders a change in the terms of this Agreement, the Parties agree to negotiate in good faith a replacement term that will most nearly accomplish the purpose and intent of the original term consistent with the regulatory order. If the Parties cannot reach an agreement over the new term, and if the old term is an essential provision of this Agreement, either Party may elect to terminate this Agreement by providing sixty (60) days prior written notice of such election to the other Party. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination. Notwithstanding the foregoing, if Company serves such notice of termination and Cooperative notifies Company that the continued interconnection to Company facilities is needed to assure the reliable supply of electric service to retail load, the procedures set forth in Section 1.2 of this Agreement shall apply.

13.4 In the event any part of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall

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

ARTICLE XIV – DEFAULT AND FORCE MAJEURE

Neither Party shall be considered in default with respect to any obligation hereunder, other than the payment of money, if prevented from fulfilling such obligations by reason of any cause beyond its reasonable control, including, but not limited to, outages or interruptions due to weather, accidents, equipment failures or threat of failure, strikes, civil unrest, injunctions or order of governmental or regulatory authority having jurisdiction (“Force Majeure”). If performance by either Party has been prevented by such event, the affected Party shall promptly notify the other Party of the existence, nature and expected duration of the event, and shall promptly and diligently attempt to remove the cause of its failure to perform, except that neither Party shall be obligated to agree to any quick settlement of any strike or labor disturbance, that, in the affected Party's opinion, may be inadvisable or detrimental, or to appeal from any administrative or judicial ruling.

ARTICLE XV - TERMINATION ON DEFAULT

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

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

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

ARTICLE XVI – MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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[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
RH

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

Robert W. Bradish
Vice President

Date: 1/5/2022 | 10:49 AM EST

**CONCHO VALLEY ELECTRIC
COOPERATIVE, INC.**

By: [Signature]

Kelly Lankford
Executive VP/CEO

Date: _____

**GOLDEN SPREAD ELECTRIC
COOPERATIVE, INC.**

By: Kari Hollandsworth

Kari Hollandsworth
President and CEO

Date: _____

EXHIBIT A

Facility Schedule No.	Name of Point of Interconnection (# of Points) * denotes GSEC POI	Delivery Voltage (kV)	LDF Charge Type ⁽¹⁾	Meter Voltage (kV)	Meter Installed Cost [ψ denotes Cooperative owns]	ERCOT Meter Reading Entity [MRE]	Estimated Peak Load [kW]
1	Barnhart North (1)*	69.0	T	24.9	-	AEP	10,000
2	Bronte (1)	12.5	DS	12.5	6,200	AEP	900
3	Broome (1)	12.5	OHL	12.5	6,200	AEP	350
4	Carlsbad (1)*	69.0	T	12.5	-	AEP	6,200
5	CRMWD Pump Station #2 (1)	138.0	T	4.16	-	AEP	3,800
6	CRMWD Pump Station #4 (1)	69.0	T	4.16	-	AEP	3,400
7	CRMWD Pump Station #5 (1)	69.0	T	4.16	-	AEP	2,800
8	Edith (1)	12.5	DS	12.5	6,200	AEP	1,100
9	Eola (1)	12.5	OHL	12.5	6,200	AEP	1,800
10	Harriett (1)*	69	T	12.5	-	AEP	4,500
11	Lake Nasworthy (1)*	69	T	12.5	-	AEP	5,200
12	Mertzon CVEC-69 kV (1)*	69	T	12.5	-	AEP	1,800
13	Orient (1)*	138	T	12.5	-	AEP	2,200
14	Paint Rock (1)	12.5	OHL	12.5	6,200	AEP	300
15	Silver CVEC 69 kV (1)*	69	T	12.5	-	AEP	1,000
16	Sterling City (1)*	69	T	24.9	-	AEP	4,300
17 (terminated)	Tankersley (0)	-	-	-	-	-	-

EXHIBIT A (continued)

Facility Schedule No.	Name of Point of Interconnection (# of Points) * denotes GSEC POI	Delivery Voltage (kV)	LDF Charge Type ⁽¹⁾	Meter Voltage (kV)	Meter Installed Cost [ψ denotes Cooperative owns]	ERCOT Meter Reading Entity [MRE]	Estimated Peak Load [kW]
18	Veribest (1)*	138	T	12.5	-	AEP	11,000
19	Rollans (1)*	69	T	24.9	-	AEP	10,000
20	Newman T. Busby (1)*	138	T	24.9	-	AEP	10,000
21	Ketchum Mountain (1)*	138	T	24.9	-	AEP	4,600
22	Vick (1)	12.5	OHL	12.5	6,200	AEP	300
23	Carroll K. Land (1)*	69.0	T	12.5	-	AEP	3,700
24	Tennyson (1)*	138	T	4.16 and 10	-	GSEC	36,000

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:** **Barnhart North***
2. **Facility Location:** The Barnhart North Point of Interconnection (“POI”) (31° 07’ 42.37” N., 101° 10’ 20.87” W.) is located on the northwest side of Irion St. across from AEP’s Barnhart Substation approximately 115 feet northeast of N. 5th St. in Barnhart, Irion County, Texas. More specifically, the POI is located at GSEC’s switch (5018) structure where GSEC’s jumper conductors from switch (5018) physically connect to AEP’s 69 kV transmission line conductors.
3. **Delivery Voltage:** 69 kV
4. **Metering Voltage:** 24.9 kV within CVEC’s Barnhart substation
5. **Loss Adjustment Due To Meter Location:** Yes
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes
8. **Facilities Ownership Responsibilities of the Parties:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the Barnhart Substation at the corner of N. 5th St and Irion St. in Barnhart, TX and all associated facilities within it
 - ii. the first transmission dead-end structure outside of the Barnhart Substation
 - iii. one (1) span of transmission conductors from the first dead-end structure outside of the Barnhart Substation to GSEC’s 69 kV switch (5018) structure
 - iv. 24.9 kV meter (check) in series/parallel with CVEC’s CT’s/PT’s facilities at the Barnhart North substation
 - 8.2. **CVEC agrees that it owns the following facilities:**
 - i. the Barnhart North substation approximately thirteen (13) miles from GSEC’s 69 kV switch (5018) structure
 - ii. 24.9 kV meter and metering facilities at the Barnhart North substation
 - 8.3. **GSEC agrees that it owns the following facilities:**
 - i. the 69 kV switch (5018) structure
 - ii. switch (5018)
 - iii. approximately thirteen (13) miles of 69 kV transmission line from the 69 kV switch (5018) structure to CVEC’s Barnhart North substation
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

Each Party will maintain the equipment it owns.

11. Estimated Peak Load: 10,000 kW

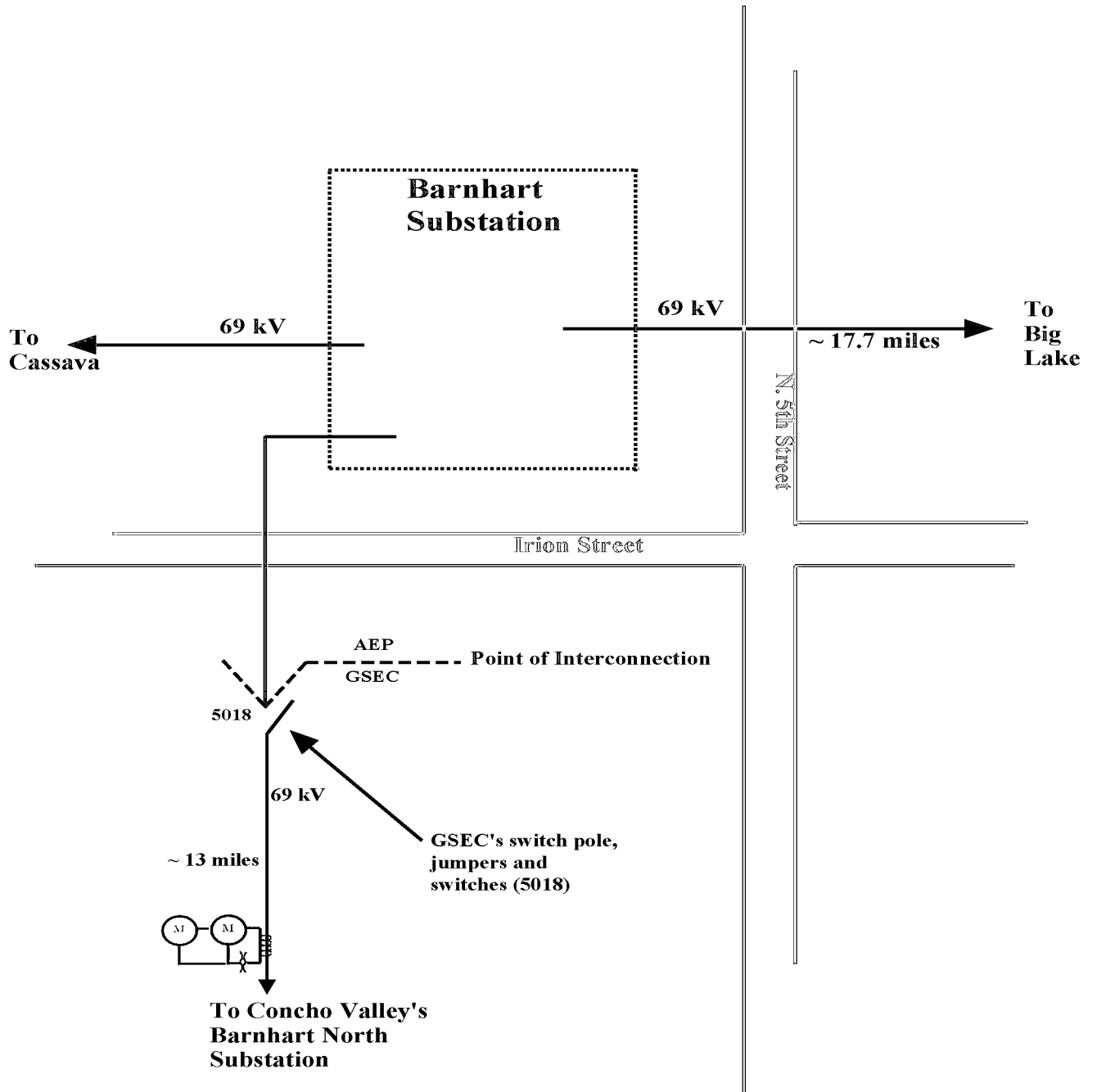
12. Other Terms and Conditions: None

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FACILITY SCHEDULE NO. 1 (continued)
Area Map



FACILITY SCHEDULE NO. 1 (continued)
One Line Diagram



- GSEC owned facilities
- AEP owned facilities

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

FACILITY SCHEDULE NO. 2

1. **Name:** **Bronte**
2. **Facility Location:** The AEP Bronte Substation (“AEP Substation”) is located at 1588 7 Mile Hill Road, Bronte, Coke County, Texas 76933. The Bronte Point of Interconnection (31° 53’ 06.57” N., 100° 23’ 51.00” W.) is located on CVEC’s meter pole outside the AEP Substation. More specifically, the Point of Interconnection is located where CVEC’s jumper conductors connect to AEP’s 12.5 kV distribution conductors terminating on CVEC’s meter pole.
3. **Delivery Voltage:** 12.5 kV
4. **Metering 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:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the AEP Substation and all associated facilities within it
 - ii. the 12.5 kV meter and metering facilities for ERCOT settlement on the first pole outside the AEP Substation
 - iii. the first meter pole outside the AEP Substation
 - iv. one (1) span of 3-phase conductors between AEP’s meter pole and CVEC’s meter pole.
 - 8.2. **GVEC agrees that it owns the following facilities:**
 - i. the 12.5 kV meter and metering facilities (check) on the second pole outside the AEP Substation
 - ii. the second meter pole outside the AEP Substation
 - iii. three (3) 3-phase reclosers (1379, 1380 and 1381) outside the AEP Substation
 - iv. three (3) distribution 12.5 kV feeder circuits on the load-side of the reclosers
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

Each Party will maintain the equipment it owns.
11. **Estimated Peak Load:** 900 kW

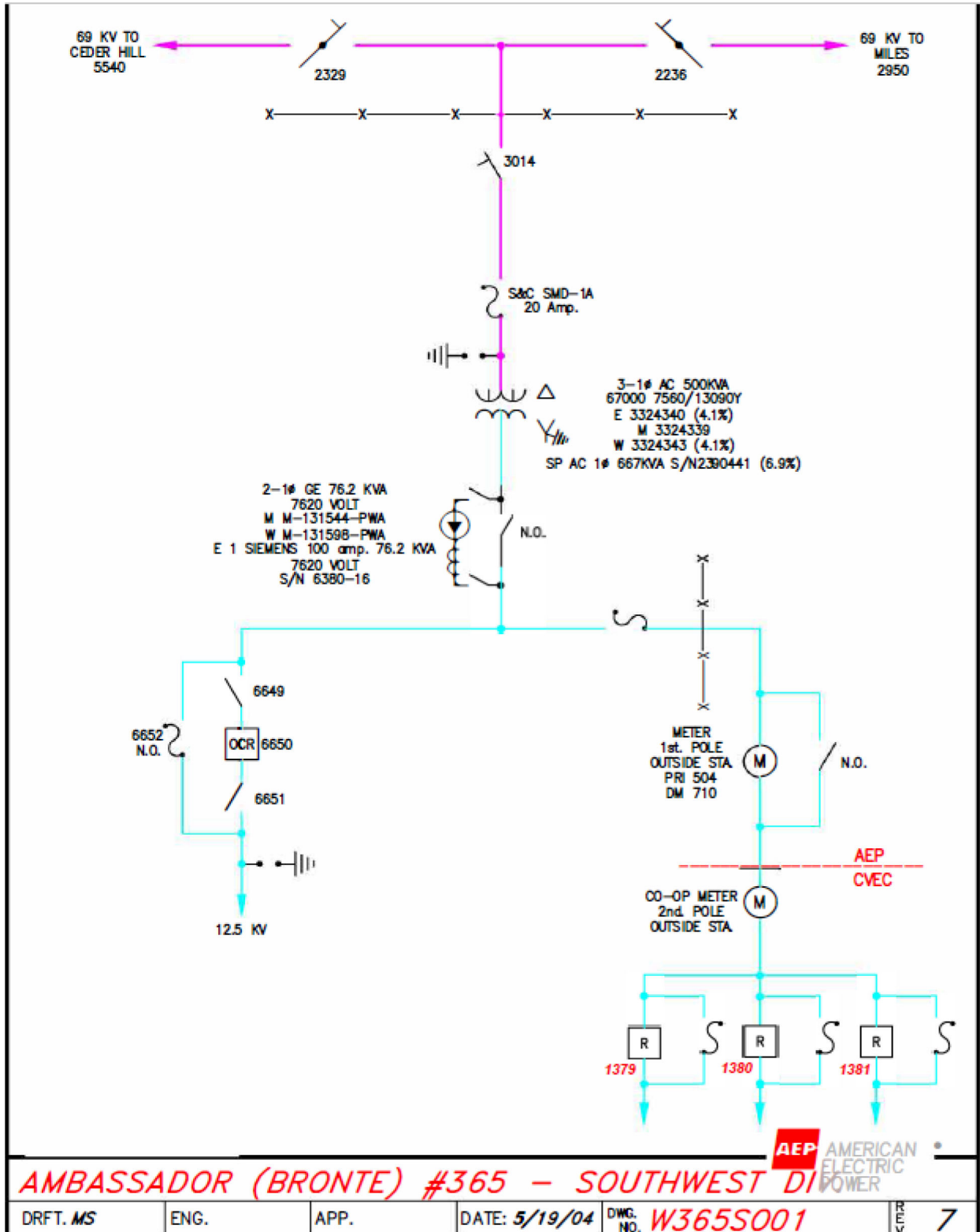
12. **Other Terms and Conditions:** None

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FACILITY SCHEDULE NO. 2 (continued)
Area Map



FACILITY SCHEDULE NO. 2 (continued)
One Line Diagram



FACILITY SCHEDULE NO. 3

1. **Name:** Broome
2. **Facility Location:** The Broome Point of Interconnection (“POI”) (31° 46’ 04.13” N., 100° 51’ 22.91” W.) is located approximately 9.25 miles southeast of Sterling City, on the south side of US Hwy 87 in Sterling County, Texas. More specifically, the POI is at AEP’s meter pole where AEP’s jumper conductors physically connect to CVEC’s 12.5 kV three-phase distribution conductors terminating on AEP’s meter pole.
3. **Delivery Voltage:** 12.5 kV
4. **Metering 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:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the 12.5 kV three-phase distribution feeder circuit (1445) from the Sterling City substation serving the POI
 - ii. the meter pole and jumpers
 - iii. the 12.5 kV meter and metering facilities
 - 8.2. **CVEC agrees that it owns the following facilities:**
 - i. the 12.5 kV three-phase distribution facilities on the load-side of the meter
9. **Facility Operation Responsibilities of the Parties:**

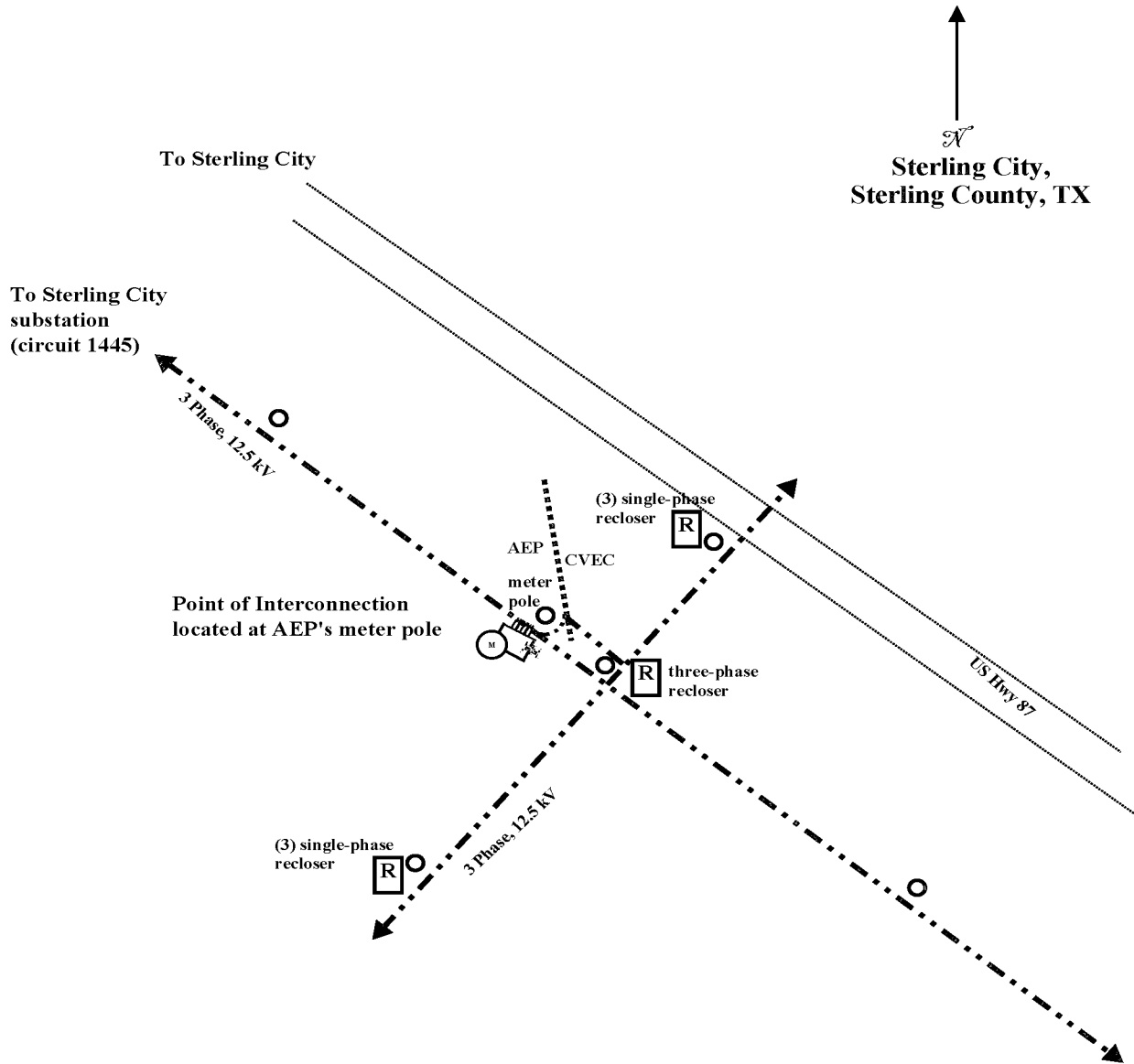
Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

Each Party will maintain the equipment it owns.
11. **Estimated Peak Load:** 350 kW
12. **Other Terms and Conditions:** None

FACILITY SCHEDULE NO. 3 (continued)
Area Map



FACILITY SCHEDULE NO. 3 (continued)
 One Line Diagram



—— AEP Owned Facilities
 —— CVEC Owned Facilities

Distances as shown are conceptual and not to scale

FACILITY SCHEDULE NO. 4

1. **Name:** Carlsbad *
2. **Facility Location:** GSEC's Carlsbad Substation ("Substation") (31° 34' 03.13" N., 100° 34' 24.45" W.) is located, approximately 4.5 miles southeast of Carlsbad, Texas, on the south side of US Hwy 87, in Tom Green County. The Point of Interconnection is located on the Substation dead-end steel structure that terminates AEP's 69 kV slack-span from structure (4/8) in AEP's Grape Creek Tap to North San Angelo 69 kV transmission line. More specifically, the Point of Interconnection is located where GSEC's jumper conductors from GSEC's Substation equipment physically connect to AEP's 69 kV slack-span conductors.
3. **Delivery Voltage:** 69 kV
4. **Metering Voltage:** 12.5 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:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the Grape Creek Tap to North San Angelo 69 kV transmission line
 - ii. the inline switches (5802 and 5793) in the Grape Creek Tap to North San Angelo 69 kV transmission line
 - iii. the 69 kV slack-span from the Grape Creek Tap to North San Angelo 69 kV (existing) transmission line
 - iv. the 12.5 kV meter and metering facilities for ERCOT settlement within the Substation
 - 8.2. **GSEC agrees that it owns the following facilities:**
 - i. the Substation and all the facilities within it, except for AEP's facilities identified in item 8.1(ii and iii)
 - ii. the Substation dead-end steel structure identified as the Point of Interconnection
 - iii. the jumpers at the Substation dead-end steel structure
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

Each Party will maintain the equipment it owns.

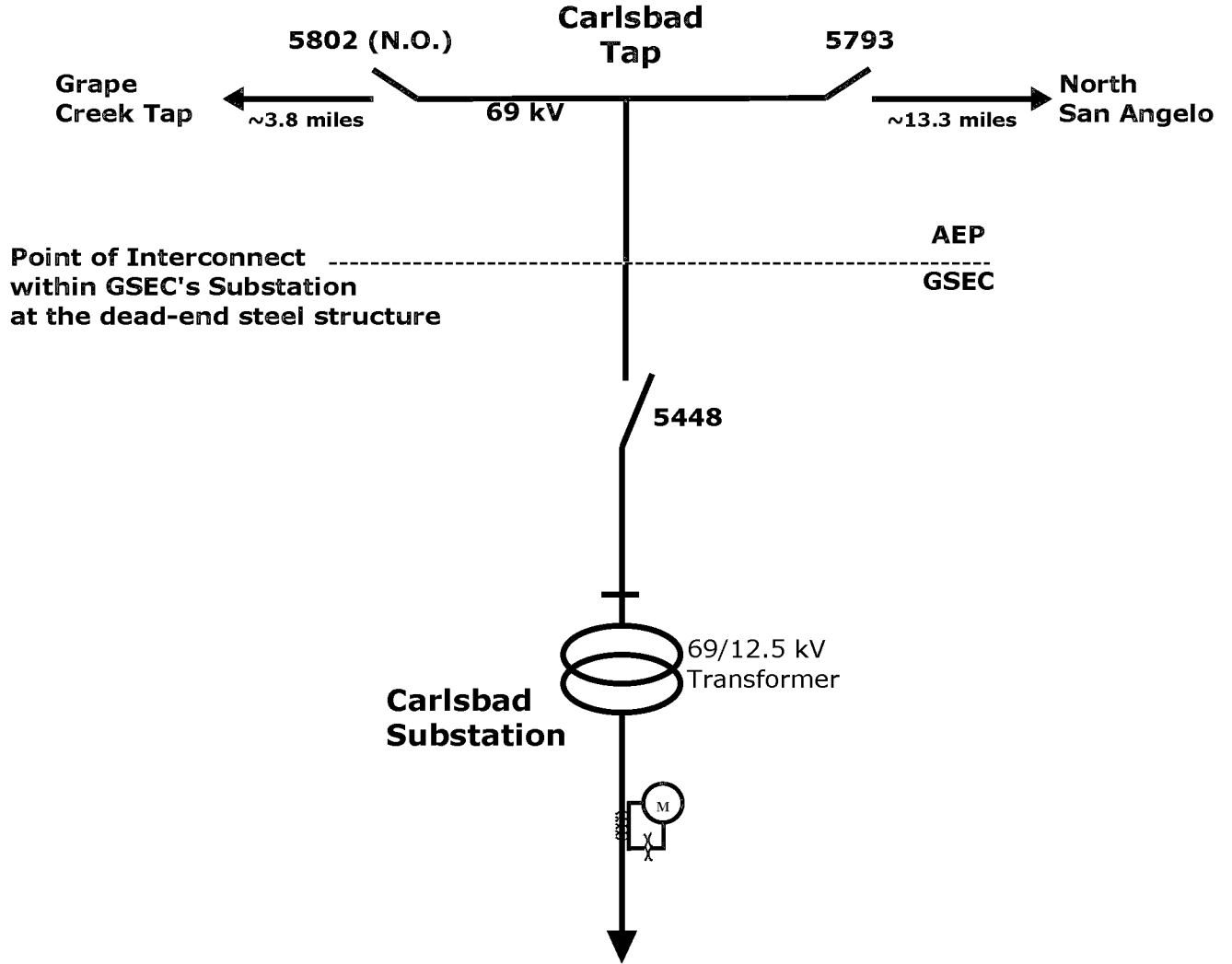
- 11. **Estimated Peak Load:** 6,200 kW
- 12. **Other Terms and Conditions:** None

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FACILITY SCHEDULE NO. 4 (continued)
Area Map



FACILITY SCHEDULE NO. 4 (continued)
One Line Diagram



 AEP owned facilities
 GSEC owned facilities

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

FACILITY SCHEDULE NO. 5

1. **Name:** CRMWD Pump Station #2
2. **Facility Location:** The CRMWD Pump Station #2 Substation (“Substation”) is located approximately 3.14 miles south of Miles, Texas on the eastside of N. FM 1692 in Tom Green County. The Point of Interconnection is located on AEP’s dead-end structure at the AEP Weiss Station (“AEP Station”) (31° 32’ 56.15” N., 100° 10’ 38.61” W.). More specifically, the Point of Interconnection is located where AEP’s jumper conductors from the AEP Station equipment connect to CVEC’s customer 138 kV transmission line conductors
3. **Delivery Voltage:** 138 kV
4. **Metering Voltage:** 4.16 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:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the Ballinger to Red Creek 138 kV (existing) transmission line
 - ii. the AEP Station and all associated facilities, including but not limited to the in-line and radial switches
 - iii. the 138 kV jumpers at the AEP Station
 - 8.2. **CVEC agrees that it owns the following facilities:**
 - i. the 4.16 kV meter and metering facilities at the Substation
9. **Facility Operation Responsibilities of the Parties:**

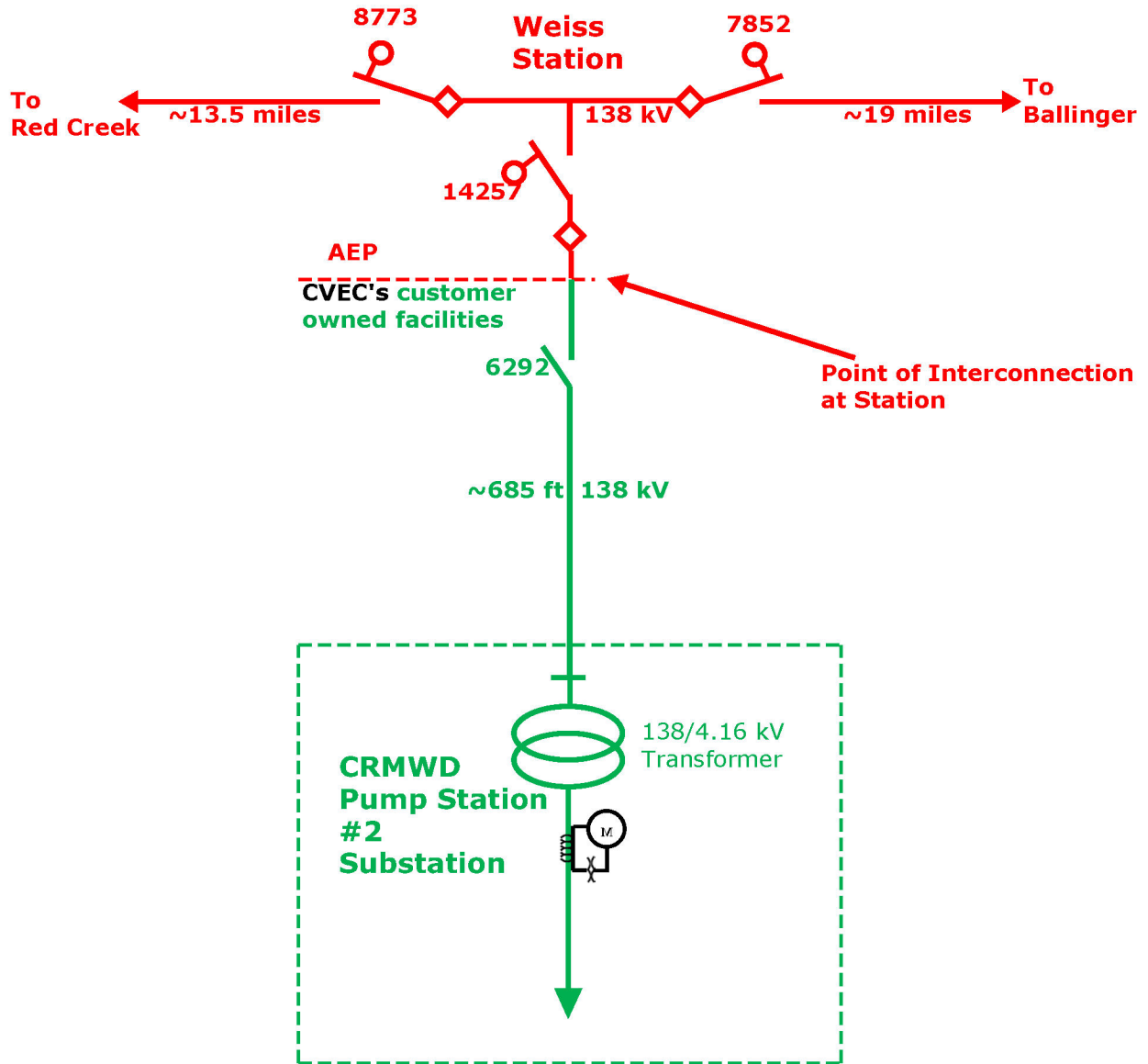
Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

Each Party will maintain the equipment it owns.
11. **Estimated Peak Load:** 3,800 kW
12. **Other Terms and Conditions:** None

FACILITY SCHEDULE NO. 5 (continued)
Area Map



FACILITY SCHEDULE NO. 5 (continued)
One Line Diagram



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

FACILITY SCHEDULE NO. 6

1. **Name:** CRMWD Pump Station #4
2. **Facility Location:** The CRMWD Pump Station #4 Point of Interconnection (“POI”) (31° 38’ 15.19” N., 100° 43’ 24.61” W.) is located approximately 2.1 miles south of Water Valley, Tom Green County, Texas. The POI is located on CVEC’s customer dead-end switch (6299) structure one span away from AEP’s structure (24/3) in AEP’s College Hills to Sterling City 69 kV transmission line. More specifically, the POI is located where CVEC’s customer jumper conductors at CVEC’s customer dead-end switch (6299) structure physically connect to AEP’s 69 kV conductors terminating on CVEC’s customer dead-end switch (6299) structure.
3. **Delivery Voltage:** 69 kV
4. **Metering Voltage:** 4.16 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:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the College Hills to Sterling City 69 kV transmission line
 - ii. the inline switches (6301 and 6302) in the College Hills to Sterling City 69 kV transmission line
 - iii. the slack-span from structure (24/3) to the CVEC’s customer dead-end switch (6299) structure
 - iv. the 4.16 kV meter and metering facilities at the CRMWD Pump Station #4 Substation
 - 8.2. **CVEC agrees that it owns the following facilities:**
 - i. the 4.16 kV meter (check) at CRMWD Pump Station #4 in series/parallel with AEP’s CT’s/PT’s
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

Each Party will maintain the equipment it owns.
11. **Estimated Peak Load:** 3,400 kW

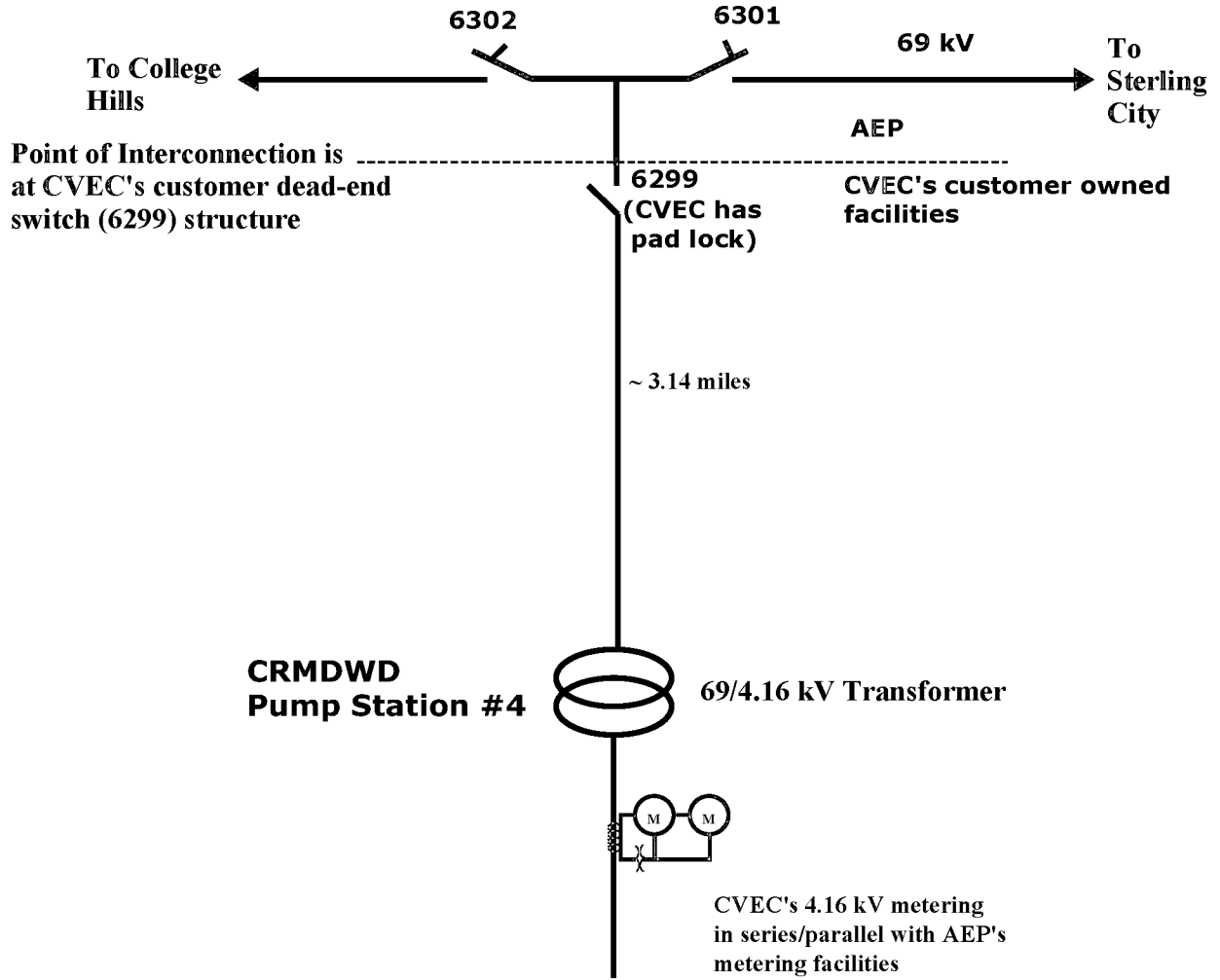
12. **Other Terms and Conditions:** None

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FACILITY SCHEDULE NO. 6 (continued)
Area Map



FACILITY SCHEDULE NO. 6 (continued)
One Line Diagram



- AEP owned facilities
- CVEC customer owned facilities
- CVEC owned facilities

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

FACILITY SCHEDULE NO. 7

1. **Name:** **CRMWD Pump Station #5**
2. **Facility Location:** The CRMWD Pump Station #5 Point of Interconnection (“POI”) (31° 49’ 34.31” N., 100° 59’ 40.92” W.) is located on the east side of Hwy 163, approximately 0.75 miles south of Sterling City, Sterling County, Texas. The POI is located on CVEC customer’s dead-end switch (6303) structure one span away from AEP’s structure (45/1) in AEP’s College Hills to Sterling City 69 kV transmission line. More specifically, the POI is located where AEP’s jumper conductors at CVEC customer’s dead-end switch (6303) structure physically connect to CVEC customer’s 69 kV conductors terminating on CVEC customer’s dead-end switch (6303) structure.
3. **Delivery Voltage:** 69 kV
4. **Metering Voltage:** 4.16 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:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the College Hills to Sterling City 69 kV transmission line
 - ii. the inline switches (6306 and 6304) in the College Hills to Sterling City 69 kV transmission line
 - iii. the 69 kV jumpers at the CVEC customer’s switch (6303) structure
 - iv. the slack-span from structure (45/1) to the CVEC customer’s dead-end switch (6303) structure
 - v. the 4.16 kV meter and metering facilities at the CRMWD Pump Station #5 Substation
 - 8.2. **CVEC agrees that it owns the following facilities:**
 - i. the 4.16 kV meter (check) at CRMWD Pump Station #4 in series/parallel with AEP’s CT’s/PT’s
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

Each Party will maintain the equipment it owns.

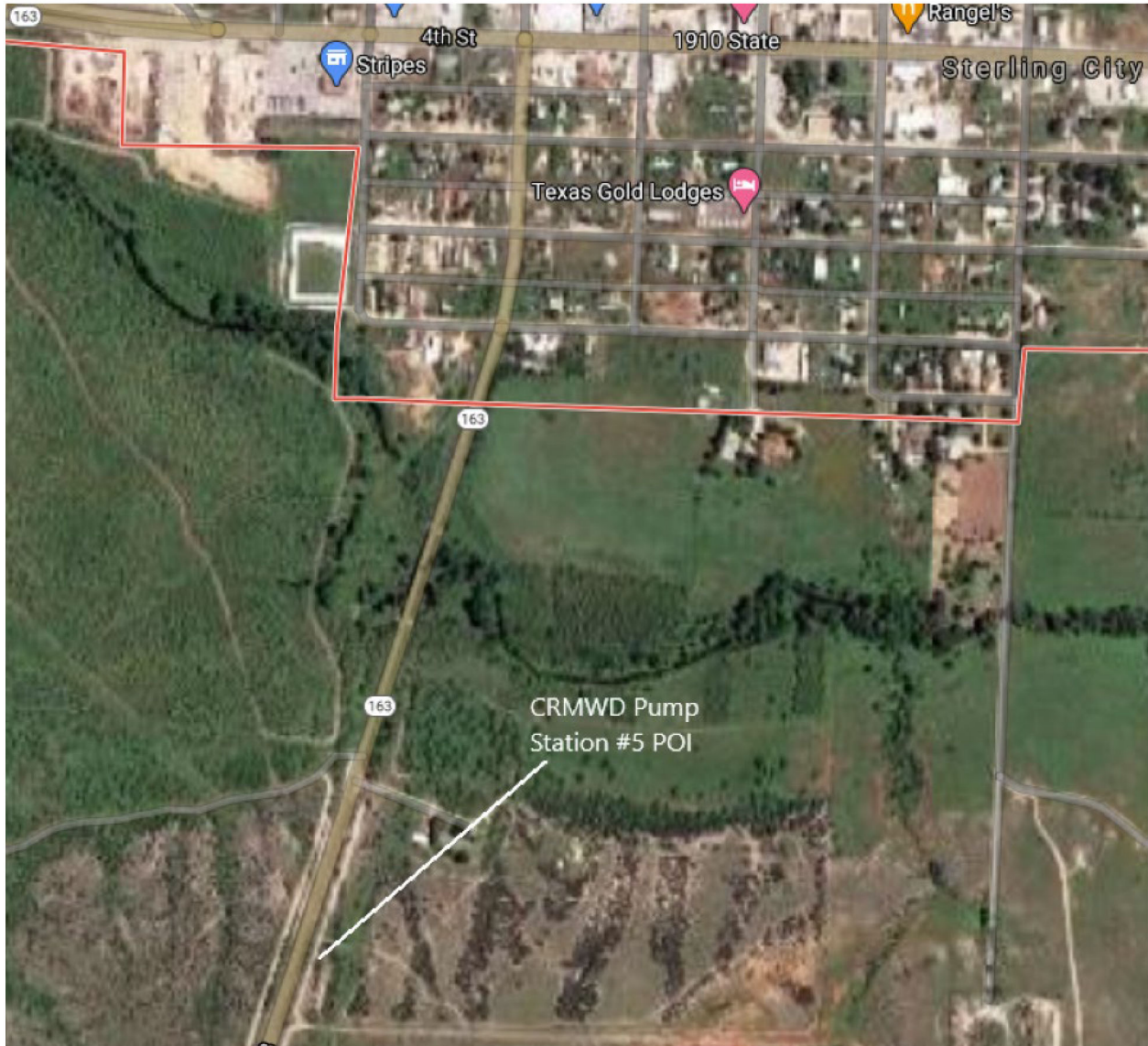
11. **Estimated Peak Load:** 3,400 kW

12. **Other Terms and Conditions:**

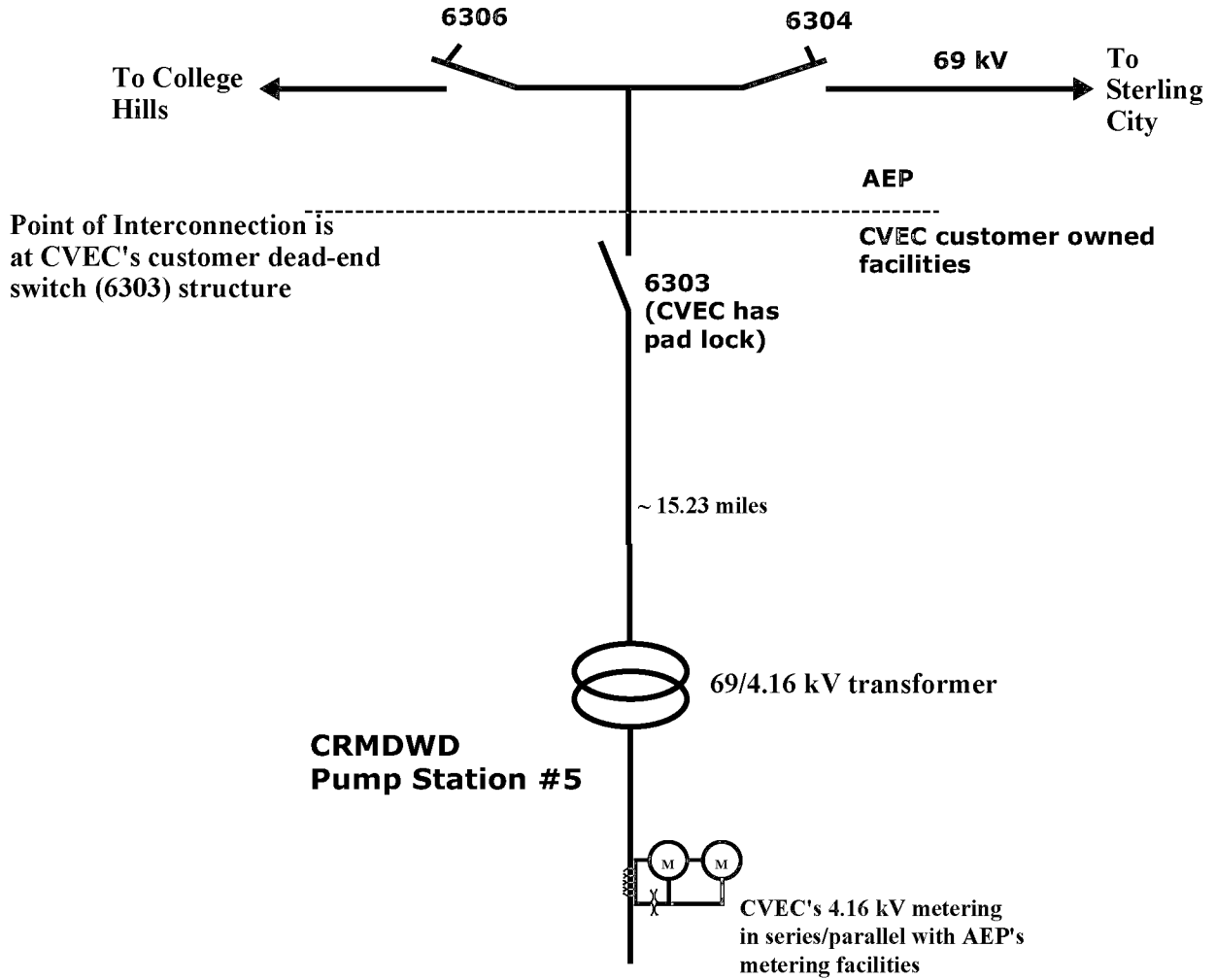
12.1. CVEC customer's switch (6303) has CVEC's pad lock




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FACILITY SCHEDULE NO. 7 (continued)
Area Map



FACILITY SCHEDULE NO. 7 (continued)
One Line Diagram



-  AEP owned facilities
-  CVEC customer owned facilities
-  CVEC owned facilities

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

FACILITY SCHEDULE NO. 8

1. **Name:** Edith
2. **Facility Location:** The Edith Point of Interconnection (“POI”) (31° 55’ 05.76” N., 100° 36’ 39.23” W.) is located outside AEP’s Edith Substation (“Substation”), on the southwest corner of Collier Ln and Dripping Springs Rd, approximately 0.9 miles north of Edith, Coke County, Texas. More specifically, the POI is where AEP’s jumper conductors physically connect to CVEC’s 12.5 kV three-phase distribution conductors terminating on AEP’s meter pole.
3. **Delivery Voltage:** 12.5 kV
4. **Metered Voltage:** 12.5 kV
5. **Loss Adjustment Due To Meter Location:** No
6. **Norman Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes
8. **Facilities Ownership Responsibilities of the Parties:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the 12.5 kV three-phase distribution feeder circuit (4768) from the Substation serving the POI
 - ii. the Substation and all the facilities within it
 - iii. the meter pole and jumpers
 - iv. the 12.5 kV meter and metering facilities
 - v. the recloser (94701)
 - 8.2. **CVEC agrees that it owns the following facilities:**
 - i. the 12.5 kV three-phase distribution facilities on the load-side of the meter
9. **Operation Responsibilities of Each Party:**

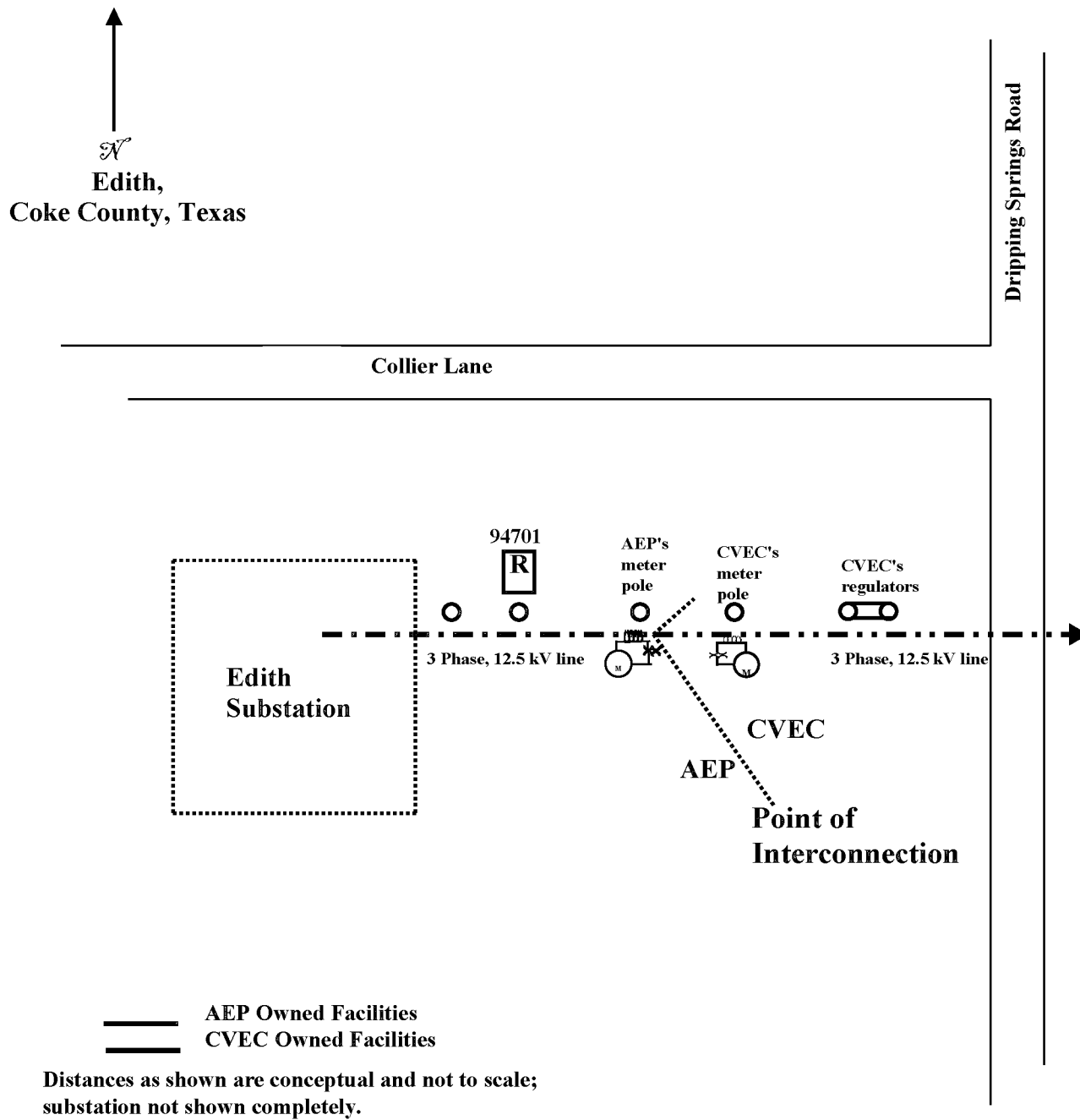
Each Party will operate the facilities it owns.
10. **Maintenance Responsibilities of Each Party:**

Each Party will maintain the equipment it owns.
11. **Estimated Peak Load:** 1,100 kW
12. **Other Terms and Conditions:** None

FACILITY SCHEDULE NO. 8 (continued)
Area Map



FACILITY SCHEDULE NO. 8 (continued)
One Line Diagram



FACILITY SCHEDULE NO. 9

1. **Name:** Eola
2. **Facility Location:** The AEP Eola Substation (“AEP Substation”) (31° 24’ 50.51” N., 100° 05’ 23.68” W.) is located on the SW corner of Ranch Rd 381 and County Rd 1520, and approximately 1.0 mile north of Eola, Concho County Texas. The Point of Interconnection is located four poles outside the AEP Substation on AEP’s meter pole. More specifically, the Point of Interconnection is located where AEP’s jumper conductors connect to CVEC’s 12.5 kV three-phase distribution conductors terminating on AEP’s meter pole.
3. **Delivery Voltage:** 12.5 kV
4. **Metering Voltage:** 12.5 kV
5. **Loss Adjustment Due To Meter Location:** None
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes
8. **Facilities Ownership Responsibilities of the Parties:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the AEP Substation and all associated facilities within it
 - ii. the 12.5 kV three-phase distribution feeder circuit (4950) from the AEP Substation serving the POI
 - iii. the 12.5 kV meter and metering facilities for ERCOT settlement on the fourth pole (meter pole) outside the AEP Substation
 - iv. the meter pole outside the AEP Substation
 - v. the jumpers at the AEP meter pole
 - 8.2. **CVEC agrees that it owns the following facilities:**
 - i. two (2) three-phase reclosers (91203 and 91204) outside the AEP Substation
 - ii. two (2) 12.5 kV three-phase distribution feeder circuits on the load-side of the reclosers (91203 and 91204)
 - iii. the 12.5 kV meter and metering facilities (check) outside the AEP Substation
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

Each Party will maintain the equipment it owns.

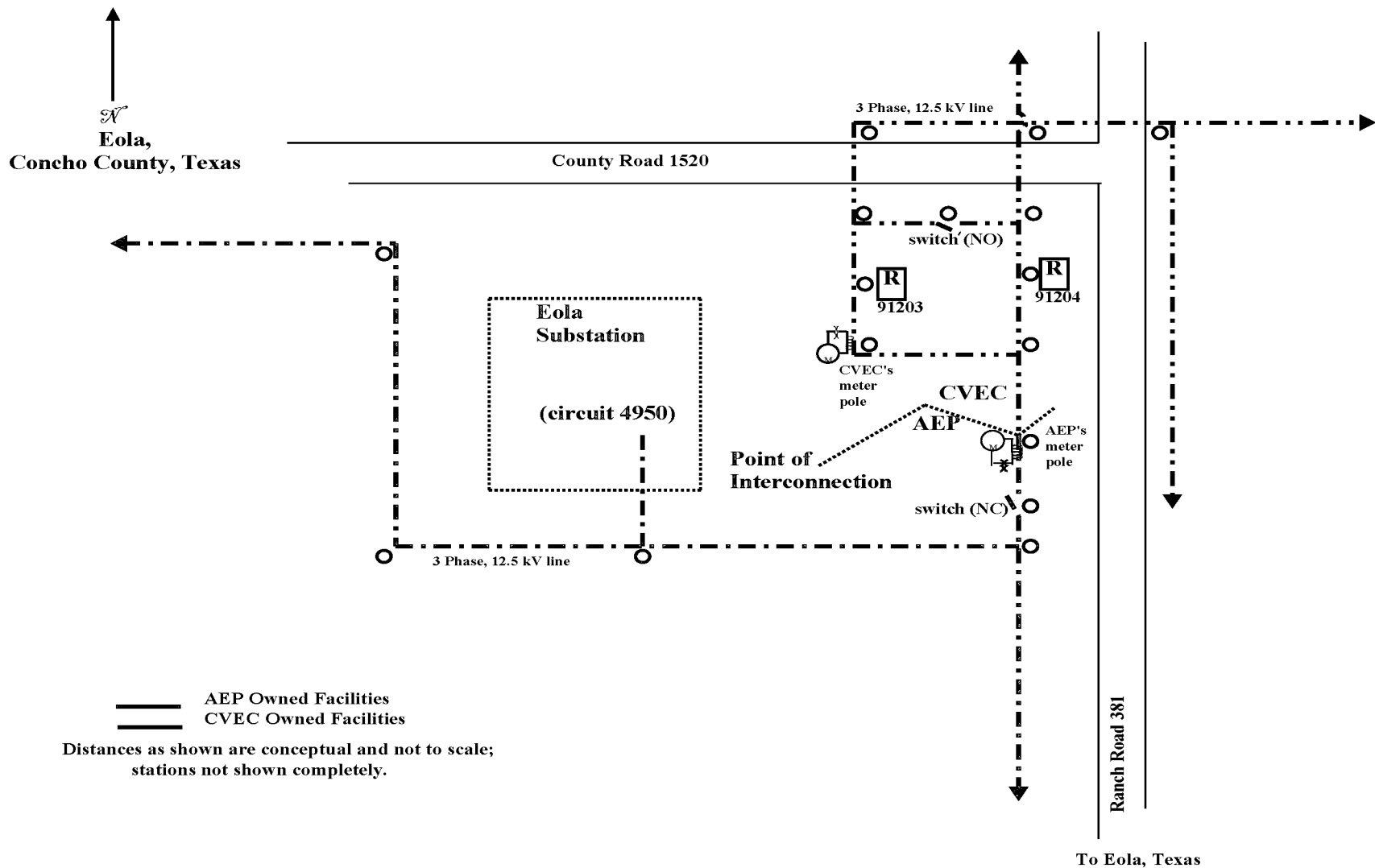
- 11. **Estimated Peak Load:** 1,800 kW
- 12. **Other Terms and Conditions:** None



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FACILITY SCHEDULE NO. 9 (continued)
Area Map



FACILITY SCHEDULE NO. 9 (continued)
One Line Diagram



 AEP Owned Facilities
 CVEC Owned Facilities
 Distances as shown are conceptual and not to scale;
 stations not shown completely.

FACILITY SCHEDULE NO. 10

1. **Name:** Harriett *
2. **Facility Location:** The Harriett Point of Interconnection (“POI”) (31° 33’ 05.17” N., 100° 15’ 28.32” W.) is located approximately 5.5 miles southwest of Miles, Texas, on the east side of W. Douglass Loop and approximately 1.2 miles south of US Hwy 67, in Tom Green County. More specifically, the POI is where AEP’s jumper conductors at AEP’s structure (24/11) in the Miles to Concho 69 kV transmission line physically connect to GSEC’s slack-span conductors from GSEC’s Harriett Substation (“Substation”) that terminate on AEP’s structure (24/11).
3. **Delivery Voltage:** 69 kV
4. **Metering Voltage:** 12.5 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:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the Miles to Concho 69 kV transmission line
 - ii. the 69 kV inline switches (3136 and 3134) in the Miles to Concho 69 kV transmission line
 - iii. structure (24/11) in the Miles to Concho 69 kV transmission line
 - iv. the jumpers at structure (24/11) in the Miles to Concho 69 kV transmission line
 - v. the 12.5 kV meter and metering facilities within the Substation.
 - 8.2. **GSEC agrees that it owns the following facilities:**
 - i. the Substation and all the facilities within it
 - ii. the slack-span from the Substation to structure (24/11)
 - iii. the 69 kV switch (3184)
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

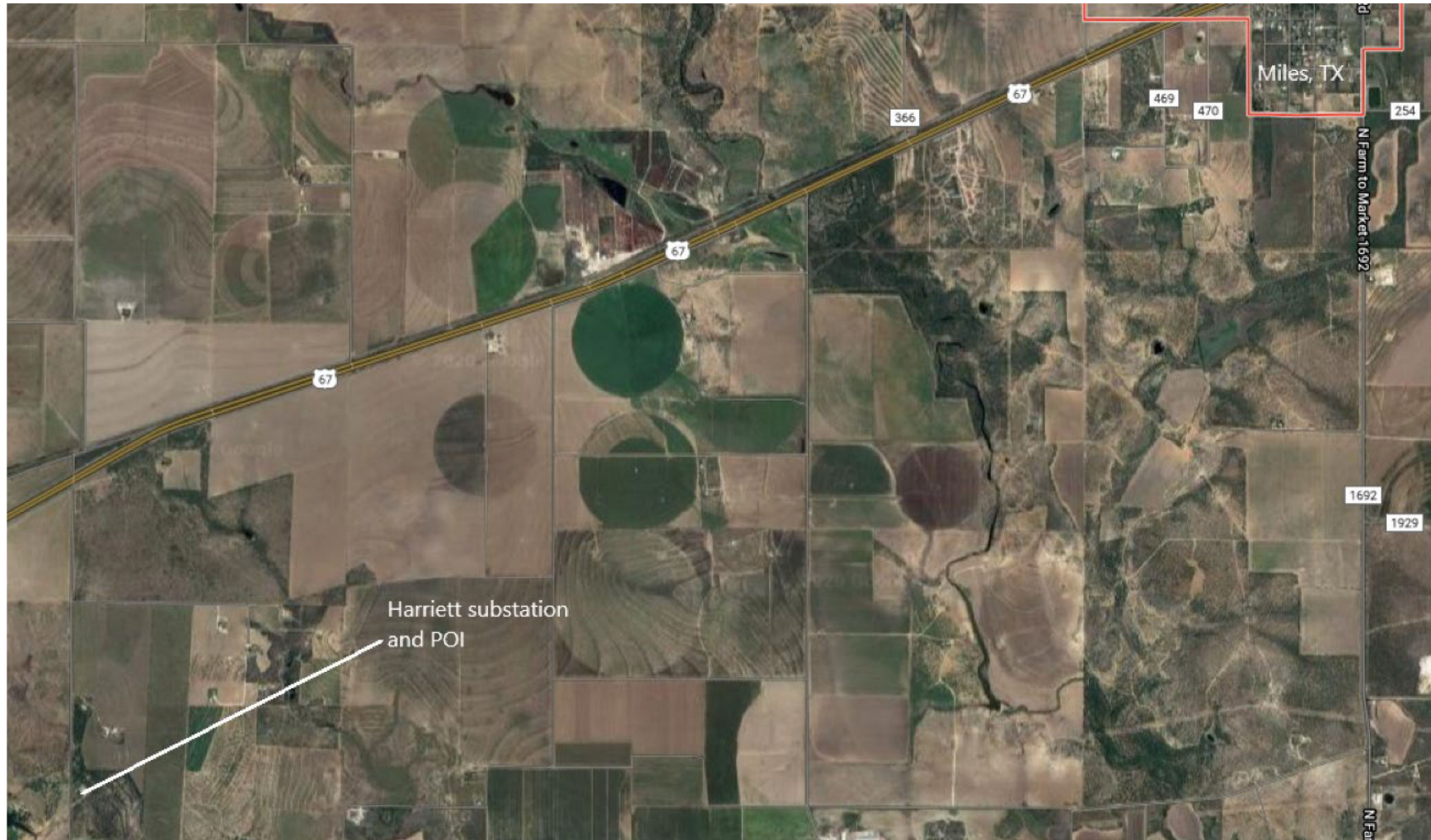
Each Party will maintain the equipment it owns.
11. **Estimated Peak Load:** 4,500

12. Other Terms and Conditions:

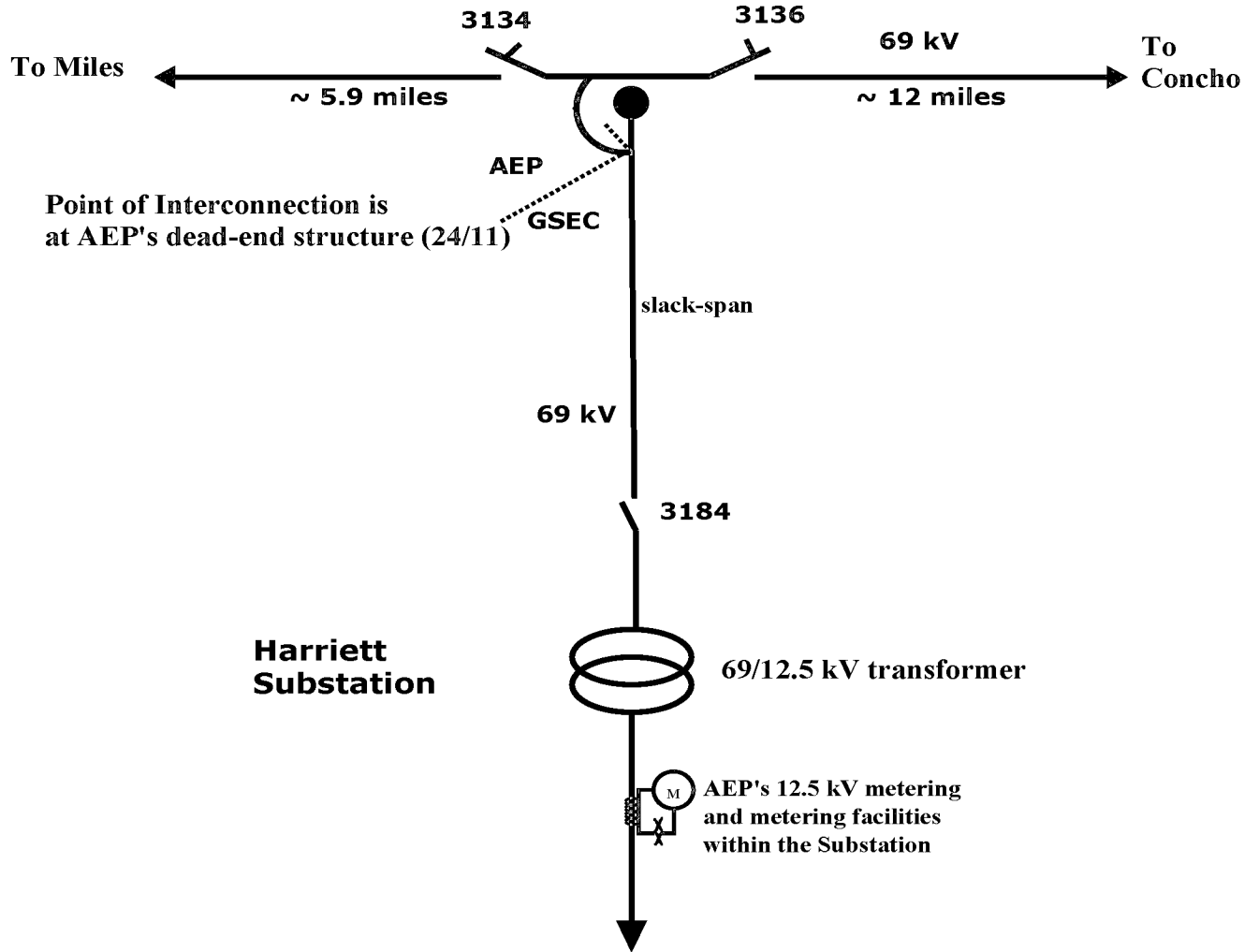
12.1 AEP is to have access to switch (3184)

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FACILITY SCHEDULE NO. 10 (continued)
Area Map



FACILITY SCHEDULE NO. 10 (continued)
One Line Diagram



 AEP owned facilities
 GSEC owned facilities

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

FACILITY SCHEDULE NO. 11

1. **Name:** Lake Nasworthy *
2. **Facility Location:** The Lake Nasworthy Point of Interconnection (“POI”) (31° 21’ 44.28” N., 100° 27’ 02.26” W.) is located at 1098 W Ratliff Road, San Angelo, Tom Green County, Texas. More specifically, the POI is located on GSEC’s Lake Nasworthy Substation (“Substation”) steel dead-end structure, and were GSEC’s jumper conductors physically connect to AEP’s slack-span conductors from AEP’s box-bay structure in the Concho to Mathis Field 69 kV transmission line.
3. **Delivery Voltage:** 69 kV
4. **Metering Voltage:** 12.5 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:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the Concho to Live Oak 69 kV transmission line
 - ii. the Concho to Mathis Field 69 kV transmission line
 - iii. AEP’s box-bay in the Concho to Mathis Field 69 kV transmission line
 - iv. the 69 kV inline switches on AEP’s box-bay in the Concho to Mathis Field 69 kV transmission line
 - v. the slack-span from AEP box-bay to the Substation steel dead-end structure
 - vi. the 12.5 kV meter and metering facilities within the Substation.
 - 8.2. **GSEC agrees that it owns the following facilities:**
 - i. the Substation and all the facilities within it
 - ii. the jumpers at the Substation steel dead-end structure
 - iii. the 69 kV switch (5423)
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

Each Party will maintain the equipment it owns.
11. **Estimated Peak Load:** 5,200

12. Other Terms and Conditions:

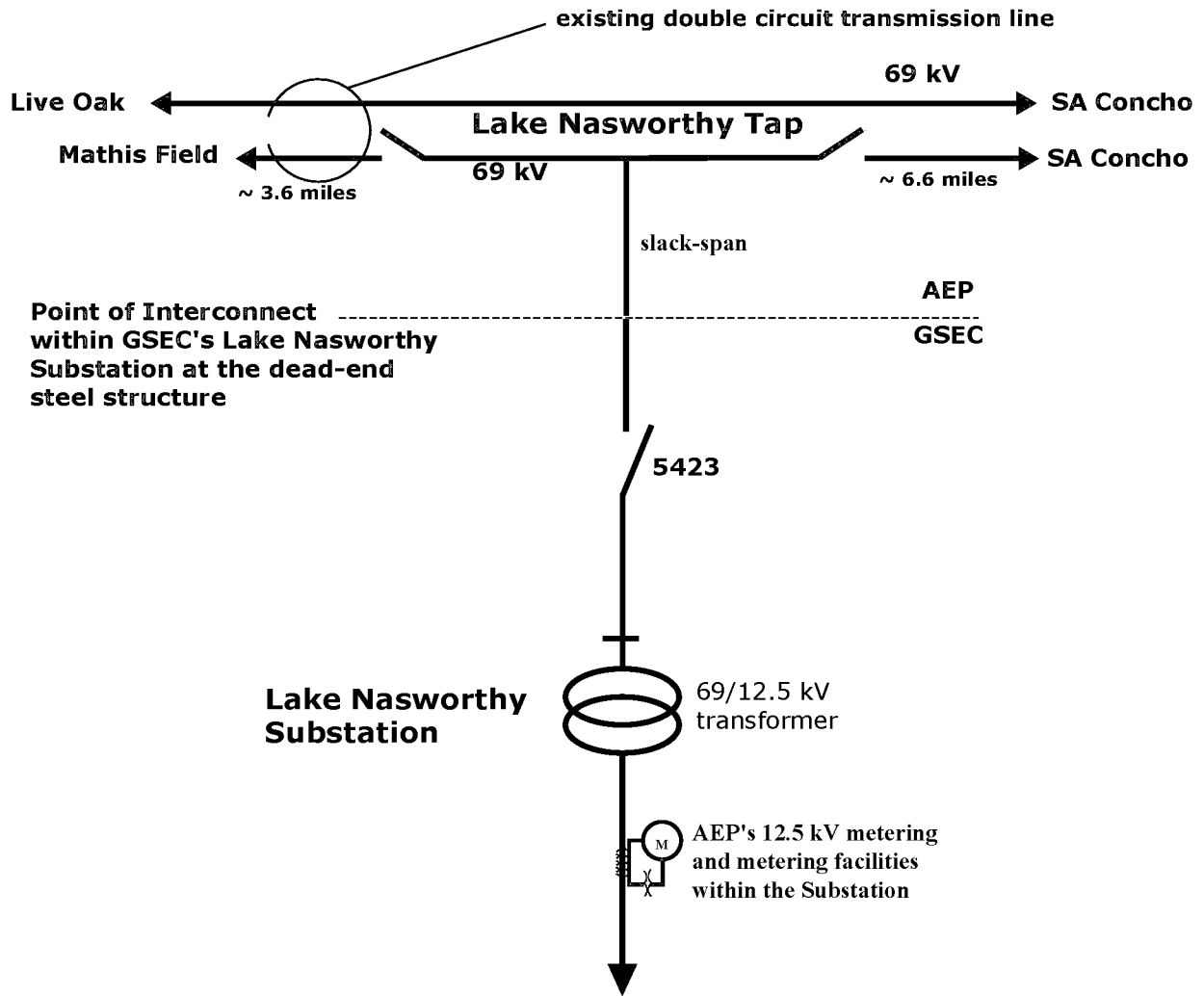
12.1 AEP is to have access to switch (5423)

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FACILITY SCHEDULE NO. 11 (continued)
Area Map



FACILITY SCHEDULE NO. 11 (continued)
One Line Diagram



 **AEP owned facilities**
 **GSEC owned facilities**

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

FACILITY SCHEDULE NO. 12

1. **Name:** **Mertzon CVEC-69 kV ***
2. **Facility Location:** The Mertzon CVEC-69 kV Point of Interconnection (“POI”) (31° 15’ 26.13” N., 100° 49’ 57.00” W.) at the southwest corner of Lindley Rd/W. Main Ave and County Rd 390, approximately 0.9 miles west of US Hwy 67/Broadway St. Mertzon, Irion County, Texas. More specifically, the POI is where AEP’s jumper conductors at AEP’s structure (1/24) in the Mathis Field to Cassava 69 kV transmission line physically connect to GSEC’s 69 kV transmission line conductors from GSEC’s switch (5658) structure, two spans away from AEP’s structure (1/24).
3. **Delivery Voltage:** 69 kV
4. **Metering Voltage:** 12.5 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:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - vi. the Mathis Field to Cassava 69 kV transmission line
 - vii. the 69 kV inline switches (5667 and 5668) in the Mathis Field to Cassava 69 kV transmission line
 - viii. structure (1/24) in the Mathis Field to Cassava 69 kV transmission line
 - ix. the jumpers at structure (1/24) in the Mathis Field to Cassava 69 kV transmission line
 - x. the 12.5 kV meter and metering facilities within CVEC’s Mertzon substation.
 - 8.2. **GSEC agrees that it owns the following facilities:**
 - i. the approximately 0.77 miles of 69 kV transmission line from CVEC’s Mertzon substation to the POI
 - ii. the switch structure
 - iii. the 69 kV switch (5658)
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

Each Party will maintain the equipment it owns.

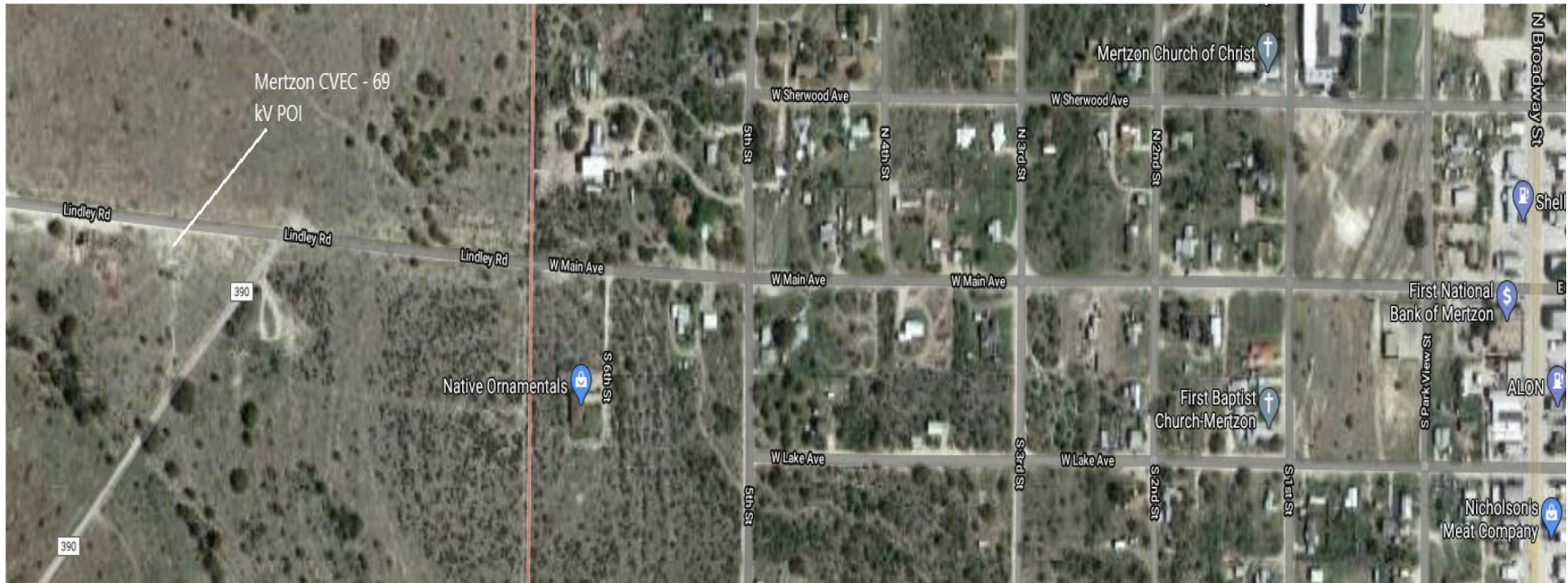
11. **Estimated Peak Load:** 1,800

12. **Other Terms and Conditions:**

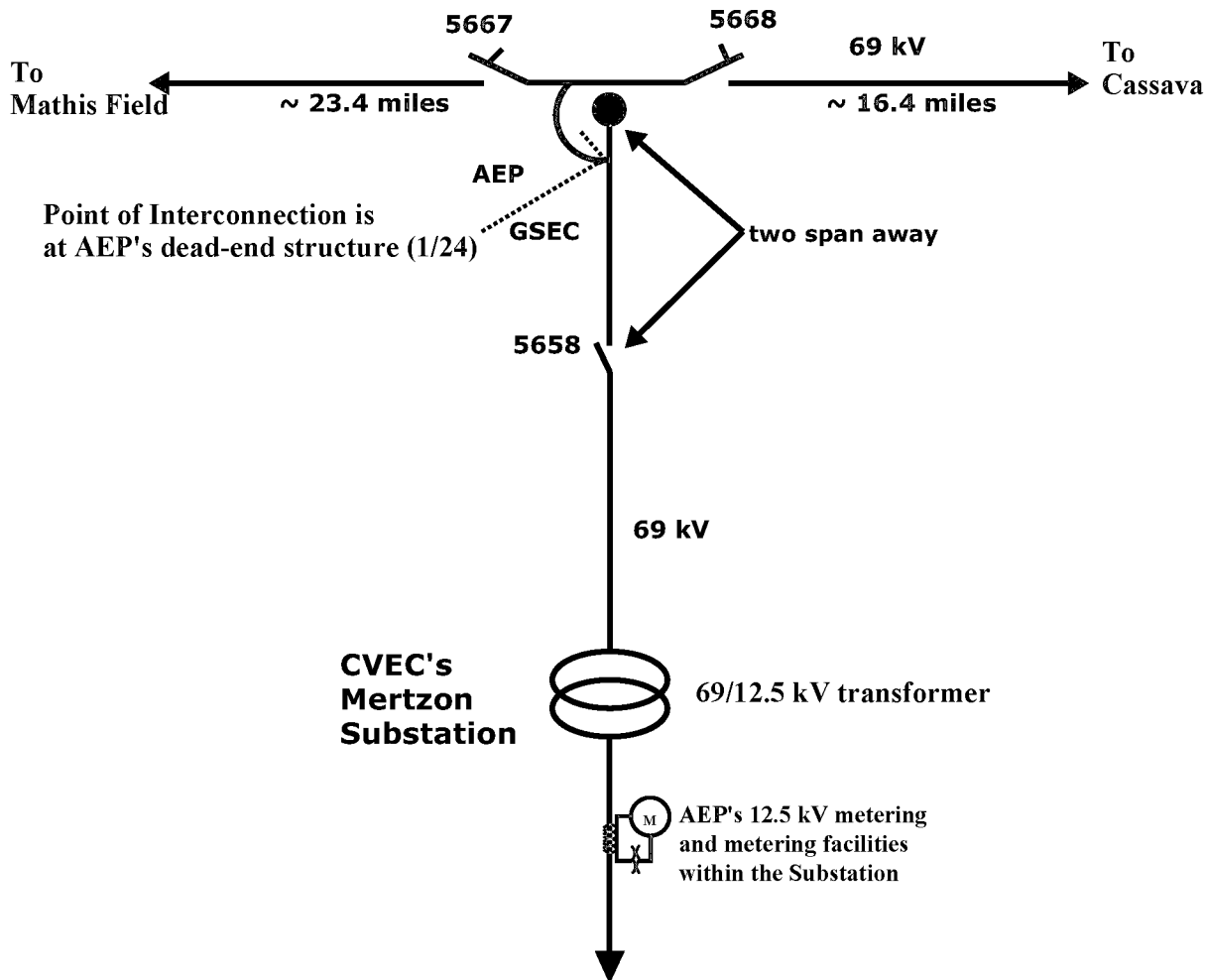
12.1 AEP is to have access to switch (5658)

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FACILITY SCHEDULE NO. 12 (continued)
Area Map



FACILITY SCHEDULE NO. 12 (continued)
One Line Diagram



————— AEP owned facilities
- - - - - GSEC owned facilities

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

FACILITY SCHEDULE NO. 13

1. **Name:** Orient *
2. **Facility Location:** The Orient Substation (“Substation”) (31° 39’ 14.19” N., 100° 19’ 36.33” W.) is located, approximately 15 miles north of San Angelo, Tom Green County, Texas, east of US Hwy 277 on south side of Orient Rd. The Point of Interconnection is located on the Substation dead-end steel structure that terminates AEP’s 138 kV slack-span from structure (30/5) in AEP’s Red Creek to Nicole 138 kV transmission line. More specifically, the Point of Interconnection is located where GSEC’s jumper conductors from GSEC’s Substation equipment physically connect to AEP’s 138 kV slack-span conductors.
3. **Delivery Voltage:** 138 kV
4. **Metering Voltage:** 12.5 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:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the Red Creek to Nicole 138 kV transmission line
 - ii. the inline switches (5797 and 5798) in the Red Creek to Nicole 138 kV transmission line
 - iii. the 138 kV slack-span from the Red Creek to Nicole 138 kV transmission line
 - iv. the 12.5 kV meter and metering facilities for ERCOT settlement within the Substation
 - 8.2. **GSEC agrees that it owns the following facilities:**
 - i. the Substation and all the facilities within it, except for AEP’s facilities identified in item 8.1(ii and iii)
 - ii. the Substation dead-end steel structure identified as the Point of Interconnection
 - iii. the jumpers at the Substation dead-end steel structure
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

Each Party will maintain the equipment it owns.
11. **Estimated Peak Load:** 2,200 kW

12. Other Terms and Conditions:

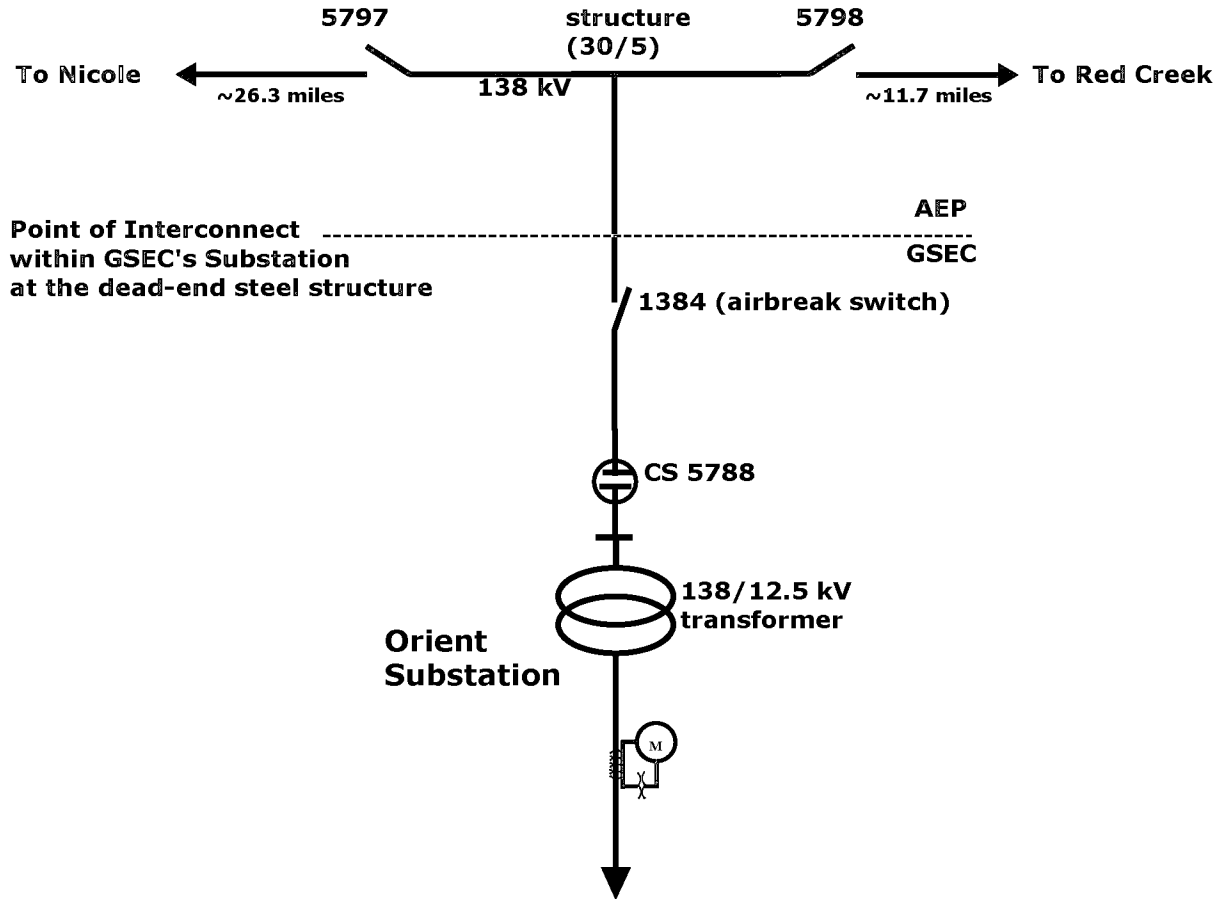
12.1. AEP is to have access to circuit switcher (5788)

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FACILITY SCHEDULE NO. 13 (continued)
Area Map



FACILITY SCHEDULE NO. 13 (continued)
One Line Diagram



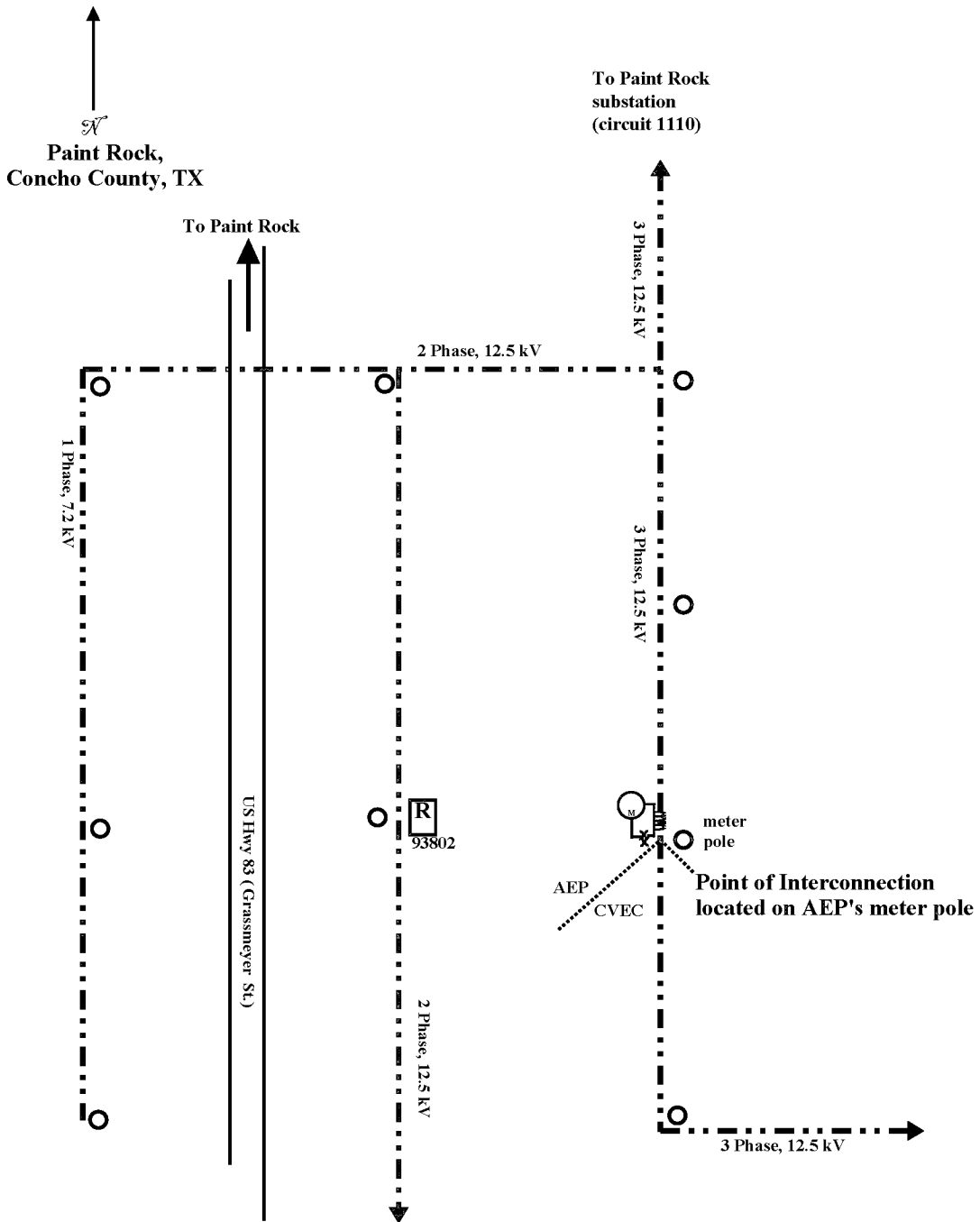
 AEP owned facilities
 GSEC owned facilities

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

FACILITY SCHEDULE NO. 14 (continued)
Area Map



FACILITY SCHEDULE NO. 14 (continued)
One-Line Diagram



— AEP Owned Facilities
- - - CVEC Owned Facilities

Distances as shown are conceptual and not to scale

FACILITY SCHEDULE NO. 15

1. **Name:** Silver CVEC 69 kV *
2. **Facility Location:** The Silver CVEC 69 kV Point of Interconnection (“POI”) (32° 03’ 04.71” N., 100° 40’ 48.96” W.) is located south of Silver, Texas approximately 1.3 miles south of Ranch Rd. 1672 on Gas/Oil Plant Road in Coke County. The POI is located on AEP’s structure (6/9) in AEP’s Cedar Hill and Sterling City to Silver 69 kV transmission line that terminates GSEC’s 69 kV transmission line from switch (5563) structure. More specifically, the POI is located where AEP’s jumper conductors from AEP’s structure (6/9) physically connect to GSEC’s 69 kV transmission line conductors.
3. **Delivery Voltage:** 69 kV
4. **Metering Voltage:** 12.5 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:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the Cedar Hill and Sterling City to Silver 69 kV transmission line
 - ii. the POI structure (6/9) in the Cedar Hill and Sterling City to Silver 69 kV transmission line
 - iii. the jumpers at structure (6/9) in the Cedar Hill and Sterling City to Silver 69 kV transmission line
 - iv. the 12.5 kV meter and metering facilities for ERCOT settlement within CVEC’s Silver substation
 - 8.2. **GSEC agrees that it owns the following facilities:**
 - i. the approximate 1.3 mile 69 kV transmission line to CVEC’s Silver substation
 - ii. the switch (5563) structure
 - iii. the 69 kV switch (5563)
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

Each Party will maintain the equipment it owns.
11. **Estimated Peak Load:** 1,000 kW

12. Other Terms and Conditions:

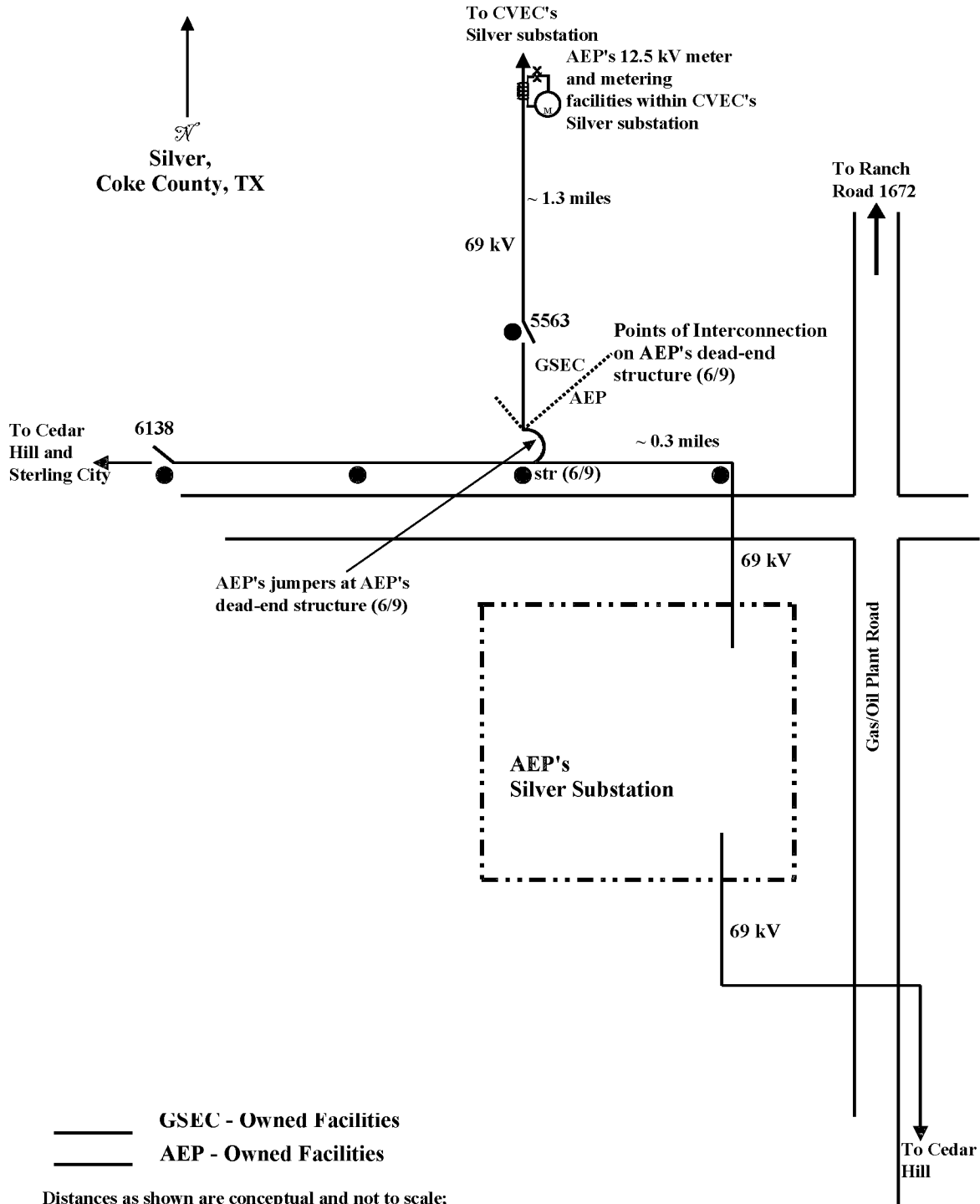
12.1. AEP is to have access to switch (5563)

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FACILITY SCHEDULE NO. 15 (continued)
Area Map



FACILITY SCHEDULE NO. 15 (continued)
One-Line Diagram



FACILITY SCHEDULE NO. 16

1. **Name:** Sterling City *
2. **Facility Location:** The Sterling City Point of Interconnection (“POI”) (31° 51’ 16.75” N., 101° 01’ 48.65” W.) is located approximately 2.5 miles northwest of Sterling City, Sterling County, Texas, on the east side of US Hwy 87N and TX Hwy 158 interchange. The POI is located on AEP’s tap structure between AEP’s structures (47/8 and 47/9) in AEP’s section of the Sterling City to Chalk 69 kV transmission line. More specifically, the POI is located where AEP’s jumper conductors from AEP’s tap structure physically connect to GSEC’s 69 kV transmission line conductors from GSEC’s switch (5587) structure.
3. **Delivery Voltage:** 69 kV
4. **Metering Voltage:** 24.9 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:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the section of the Sterling City to Chalk 69 kV transmission line where the POI is physically connected
 - ii. the tap structure between structures (47/8 and 47/9) in the Sterling City to Chalk 69 kV transmission line
 - iii. inline switches (5582 and 5568) in the Sterling City to Chalk 69 kV transmission line
 - iv. the jumpers at the tap structure
 - v. the 24.9 kV meter and metering facilities for ERCOT settlement within CVEC’s Sterling City substation
 - 8.2. **GSEC agrees that it owns the following facilities:**
 - i. approximate 9.9 miles of 69 kV transmission line from AEP’s tap structure to CVEC’s Sterling City substation
 - ii. the switch (5587) structure
 - iii. the 69 kV switch (5587)
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

Each Party will maintain the equipment it owns.

11. **Estimated Peak Load:** 4,300 kW

12. **Other Terms and Conditions:**

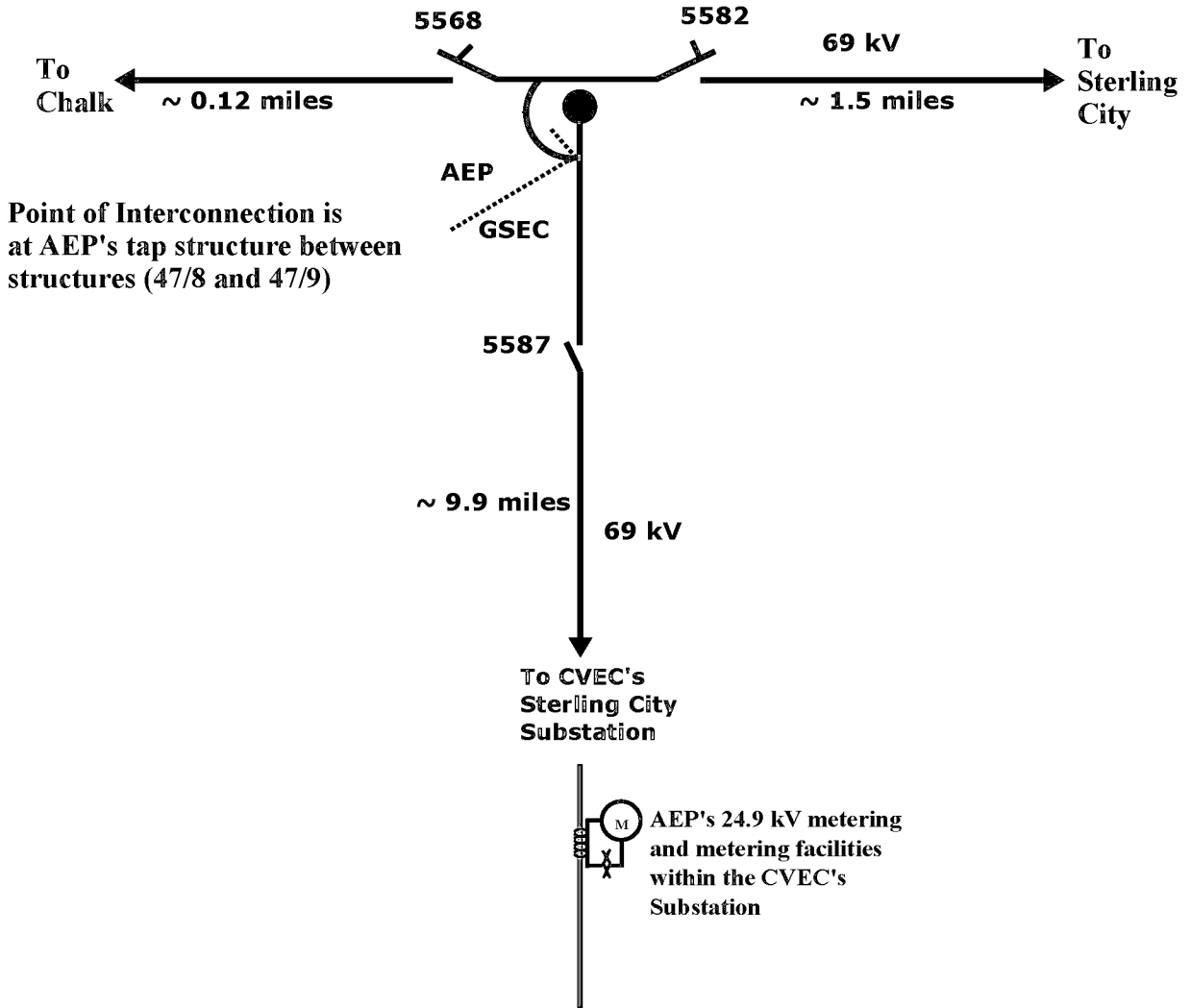
12.1. AEP is to have access to switch (5587)

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FACILITY SCHEDULE NO. 16 (continued)
Area Map



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



- AEP owned facilities
- GSEC owned facilities
- ==== CVEC owned facilities

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

FACILITY SCHEDULE NO. 17

Tankersley

TERMINATED

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FACILITY SCHEDULE NO. 18

1. **Name:** Veribest *
2. **Facility Location:** The Veribest Point of Interconnection (“POI”) (31° 25’ 16.23” N., 100° 22’ 04.35” W.) will be located approximately 0.25 miles east of TX-306 Loop on the south side FM765, east of San Angelo, Tom Green County, Texas. The POI will be located at AEP’s first dead-end structure east of AEP’s Tribute Phase-Over-Phase (POP) Three Position Switch Station (“AEP Station”) that will terminate GSEC’s radial Veribest 138 kV transmission line from CVEC’s Veribest substation. More specifically, the Point of Interconnection is where AEP’s jumper conductors at AEP’s first dead-end structure east of the AEP Station physically contact connectors on GSEC’s radial Veribest 138 kV transmission line conductors that terminate on AEP’s first dead-end structure.
 - 2.1. The temporary Point of Interconnection will be located approximately fifty (50) feet south of AEP’s San Angelo Plant to Red Creek 138 kV transmission line structure (11/4) where AEP’s jumpers from the AEP’s San Angelo Plant to Red Creek 138 kV transmission line physically connect to GSEC’s temporary 138 kV transmission line strain-bus conductors under AEP’s San Angelo Plant to Red Creek 138 kV transmission line.
3. **Delivery Voltage:** 138 kV
4. **Metering Voltage:** 12.5 kV, located within CVEC’s Veribest substation
5. **Loss Adjustment Due To Meter Location:** Yes
6. **Normal Operation of Interconnection:** Closed
7. **Temporary and Permanent One Line Diagram Attached:** Yes
8. **Facilities Ownership Responsibilities of the Parties:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the San Angelo Plant to Red Creek 138 kV transmission line
 - ii. the SA Concho to Miles 69 kV transmission line
 - iii. the tap structure (33/8) in the SA Concho to Miles 69 kV transmission line
 - iv. inline switch (5037) on structure (1/1) in the SA Concho to Miles 69 kV transmission line
 - v. inline switch (5038) on structure (33/7) in the SA Concho to Miles 69 kV transmission line
 - vi. the jumpers at tap structure (33/8)
 - vii. the 12.5 kV meter and metering facilities for ERCOT settlement within CVEC’s Veribest substation
 - 8.2. **AEP agrees to install and own the following facilities:**
 - i. the AEP Station in the San Angelo Plant to Red Creek 138 kV transmission line

- and all the facilities within it
- ii. wave trap installed on the 138 kV transmission line identified below in Section 8.2(v)
- iii. one (1) steel dead-end structure POI east of the AEP Station
- iv. the jumpers and connecting hardware at the dead-end structure POI
- v. one (1) span of 138 kV transmission line conductors from the AEP station to AEP's first dead-end structure POI
- vi. the connecting hardware and insulators on both sides of AEP's first dead-end structure POI
- vii. B2500 cabinet with AEP equipment
- viii. post insulators on structure (11/2 and 11/5) in the San Angelo Plant to Red Creek 138 kV transmission line
- ix. one (1) steel monopole dead-end at structure (11/3) in the San Angelo Plant to Red Creek 138 kV transmission line
- x. one (1) steel monopole dead-end at structure (11/4) in the San Angelo Plant to Red Creek 138 kV transmission line
- xi. upgrades and/or setting changes to AEP's relay and protection system at AEP's San Angelo Plant and Red Creek station to accommodate the POI.

8.3. AEP agrees to remove the following facilities:

- i. the jumpers at tap structure (33/8) in the SA Concho to Miles 69 kV transmission line identified in Section 8.1(vi) above
- ii. the inline switches (5037 and 5038) in the SA Concho to Miles 69 kV transmission line identified in Section 8.1(iv and v) above
- iii. the 138 kV hard tap jumpers identified in Section 8.4(i) below after the AEP Station is complete
- iv. wood structure (11/3 and 11/4) being replaced with items identified in Section 8.2 (ix and x) above

8.4. AEP agrees to install the following temporary facilities:

- i. the 138 kV hard tap jumpers and connecting hardware connecting to GSEC's temporary 138 kV strain-bus transmission line constructed under AEP's San Angelo Plant to Red Creek 138 kV transmission line.
- ii. upgrades and/or setting changes to AEP's relay and protection system at AEP's San Angelo Plant and Red Creek station accommodate the temporary Point of Interconnection.

8.5. GSEC agrees that it owns the following facilities:

- i. approximately 11.5 miles of 69 kV transmission line from AEP's tap structure (33/8) in the SA Concho to Miles 69 kV transmission line to CVEC's Veribest substation
- ii. the switch (5393) structure
- iii. the 69 kV switch (5393)
- iv. 12.5 kV meter (check) and metering facilities within the CVEC's Veribest substation

8.6. GSEC agrees to install and own the following facilities:

- i. the conversion of approximately 6.9 miles of GSEC's Veribest 69 kV transmission line to a 138 kV Veribest transmission line from AEP's first dead-end structure east of AEP's Station to CVEC's Veribest substation
- ii. the re-termination of GSEC's 138 kV Veribest transmission line from the temporary configuration identified in Section 8.8 below to AEP's first dead-end structure POI east of the AEP Station identified in Section 8.2(iv) above
- iii. OPGW from the CVEC's Veribest substation to GSEC's last 138 kV structure coiled for future use

8.7. GSEC agrees to remove the following facilities:

- i. approximately 4.6 miles of GSEC's Veribest 69 kV transmission line from AEP's tap structure (33/8) in the SA Concho to Miles 69 kV transmission line to where GSEC's Veribest 69 kV transmission line cross over FM765 west AEP's San Angelo Plant to Red Creek 138 kV transmission line
- ii. the switch (5393) structure identified is Section 8.5(ii)
- iii. the 69 kV switch (5393) identified is Section 8.5(iii)
- iv. all of Section 8.8 below once the AEP Station is complete and energized
- v. wave trap owned and procured by AEP and installed by GSEC on GSEC's 138 kV transmission line

8.8. GSEC agrees to install the following temporary facilities:

- i. the Veribest 138 kV transmission line to approximately fifty (50) feet south of structure (11/4) in AEP's San Angelo Plant to Red Creek 138 kV transmission line
- ii. two (2) temporary tap structures; approximately fifty (50) feet south of AEP's San Angelo Plant to Red Creek 138 kV transmission line structure (11/4), one (1) on each side of AEP's San Angelo Plant to Red Creek 138 kV transmission line
- iii. the 138 kV strain-bus between GSEC's two (2) temporary tap structures identified in Section 8.8(ii) above, under AEP's San Angelo Plant to Red Creek 138 kV transmission line
- iv. wave trap owned and procured by AEP and installed by GSEC on GSEC's 138 kV transmission line temporary tap structure

9. Facility Operation Responsibilities of the Parties:

Each Party will operate the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

Each Party will maintain the equipment it owns.

11. Estimated Peak Load: 11,000 kW

12. Other Terms and Conditions:

- 12.1. AEP will use reasonable efforts to complete the Facilities described hereinabove for the temporary Point of Interconnection within twelve (12) months from the Execution Date of this Agreement.

- 12.2. AEP will use reasonable efforts to complete the Facilities described hereinabove for the permanent Point of Interconnection within twenty-four (24) months after: 1) the Execution Date of this Agreement; 2) any real property rights have been obtained; 3) approval of the appropriate governmental authority has been obtained for any facilities requiring regulatory approval.
- 12.3. The Parties recognize that AEP is installing and removing the facilities described in Section 8.2 through 8.4 hereinabove to facilitate GSEC's request for a new Point of Interconnection to be provided by this Agreement. If GSEC cancels its request for this Point of Interconnection GSEC agrees to pay AEP for the costs that it has incurred in accordance with Section 4.11 or 4.12 of the Agreement. In the event such payment is determined to be taxable income to AEP and subject to income tax or franchise tax, GSEC shall reimburse AEP for the tax effect of such payment. AEP and GSEC shall cooperate in good faith concerning the determination of the tax effect of such payment. AEP's estimated total installed cost of its facilities is Two Million Two Hundred Thousand Dollars (\$2,200,000)
- 12.4. Parties mutually agree that this Facility Schedule may be amended to accurately document the final as-built design of the installed permanent interconnection facilities.
- 12.5. Real Property. Unless AEP will utilize existing AEP real estate interests or unless AEP notifies GSEC in writing that it will be acquiring the real estate interests, the following terms and conditions shall be applicable if AEP is constructing a new AEP transmission station to interconnect GSEC's facilities, or if AEP is constructing a new AEP transmission line to connect GSEC's facilities with AEP's transmission facilities:
- i) GSEC shall purchase the real estate and transfer to AEP the acreage designated for the AEP Station development, at no cost to AEP, in fee. Once GSEC obtains title to the property, it will execute AEP's standard option contract, providing AEP at least two (2) months to conduct its due diligence. The due diligence period will begin after: 1) the option contract is fully executed; and 2) AEP has received project approval from its board of directors. To expedite the title search, GSEC will provide AEP with the original owner's and GSEC's vesting deeds, the title policy insuring GSEC's purchase, and any exception documents enumerated on that policy. GSEC will provide AEP with the most current American Land Title Association ("ALTA") survey of the property and with copies of any environmental analyses undertaken by or on behalf of GSEC. AEP may conduct its own environmental analysis, may updated ALTA survey with all current title exceptions and easements documented, and may update the title search and policy, for fair market value, with all standard exceptions and arbitration provisions removed. GSEC shall be responsible for the cost for any update to the ALTA. GSEC will transfer the property designated for the AEP Station site from GSEC to AEP, using AEP's standard general warranty deed. AEP will bear the cost of drafting the option contract and general warranty deed. The Parties agree that no changes will be made from the standard option

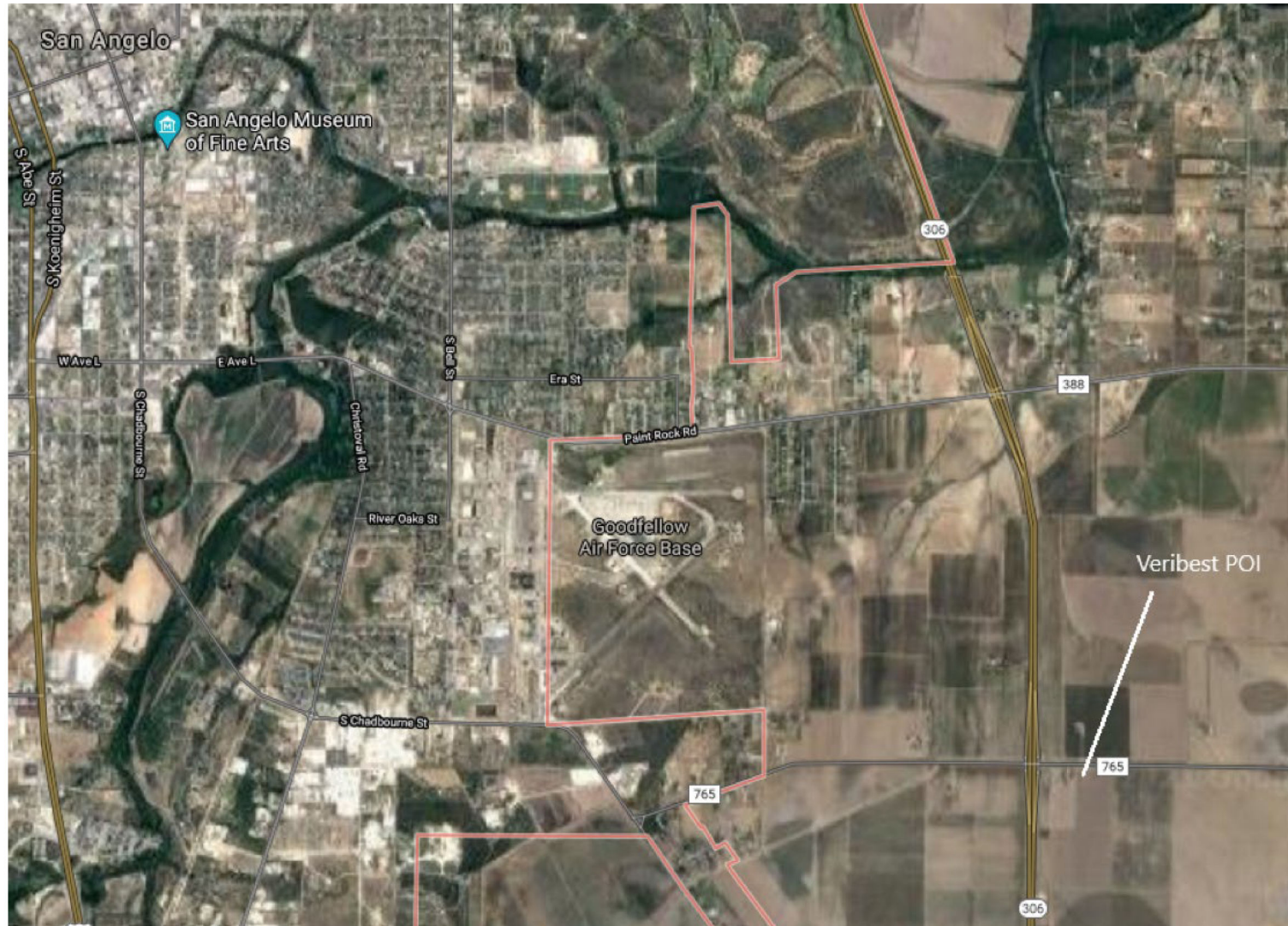
contract or general warranty deed, except those approved in writing by AEP, as deemed appropriate by AEP.

- ii) If the AEP Station site does not abut a public roadway, GSEC will provide AEP with legal access to the premises. Access will be either in fee, or in a perpetual easement for ingress/egress, or series of such easements, at AEP's discretion, which must include specific rights to build and maintain a roadway. The width necessary for access may vary, depending upon the terrain, but must be twenty-five (25) feet wide, at a minimum, to accommodate vehicle access for maintenance and future upgrades. If the site access is purchased in fee, the appropriate provision for that additional land will be included in AEP's standard option contract. If a perpetual easement is acceptable to AEP, GSEC will utilize AEP's standard access easement. AEP will bear the cost of drafting the option contract or access easement(s). The Parties agree that no changes will be made from the standard access easement, except those approved in writing by AEP, as deemed appropriate by AEP.

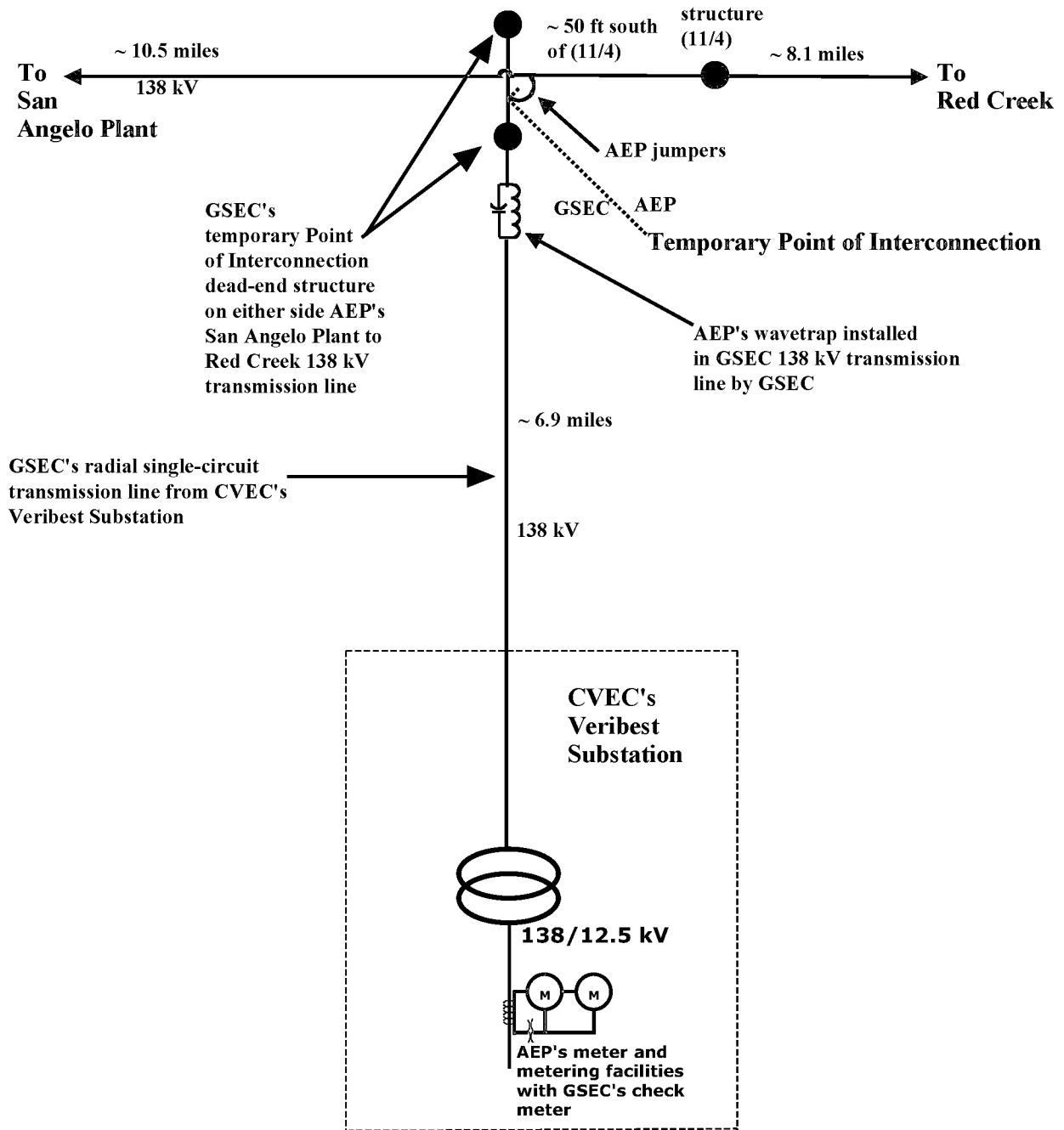
- iii) GSEC will grant easements and rights-of-way upon and across the lands owned by GSEC for the lines which will connect GSEC's facilities with AEP's transmission facilities, or will purchase such easements and rights-of-way across lands owned by third parties. If applicable, GSEC will be responsible for obtaining all appropriate easements and rights-of-way for connection of AEP's Station facilities with the power transmission lines in the area. GSEC shall pay the cost of acquiring all easements, which are deemed necessary by AEP, including the cost of all title examinations and surveys as AEP may deem reasonably necessary. GSEC will utilize AEP's standard easement and right of way agreement for these transfers. AEP will bear the cost of drafting the easement and right of way agreement(s). The Parties agree that no changes will be made from the standard easement and right of way agreement, except those approved in writing by AEP, as deemed appropriate by AEP.

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FACILITY SCHEDULE NO. 18 (continued)
Area Map



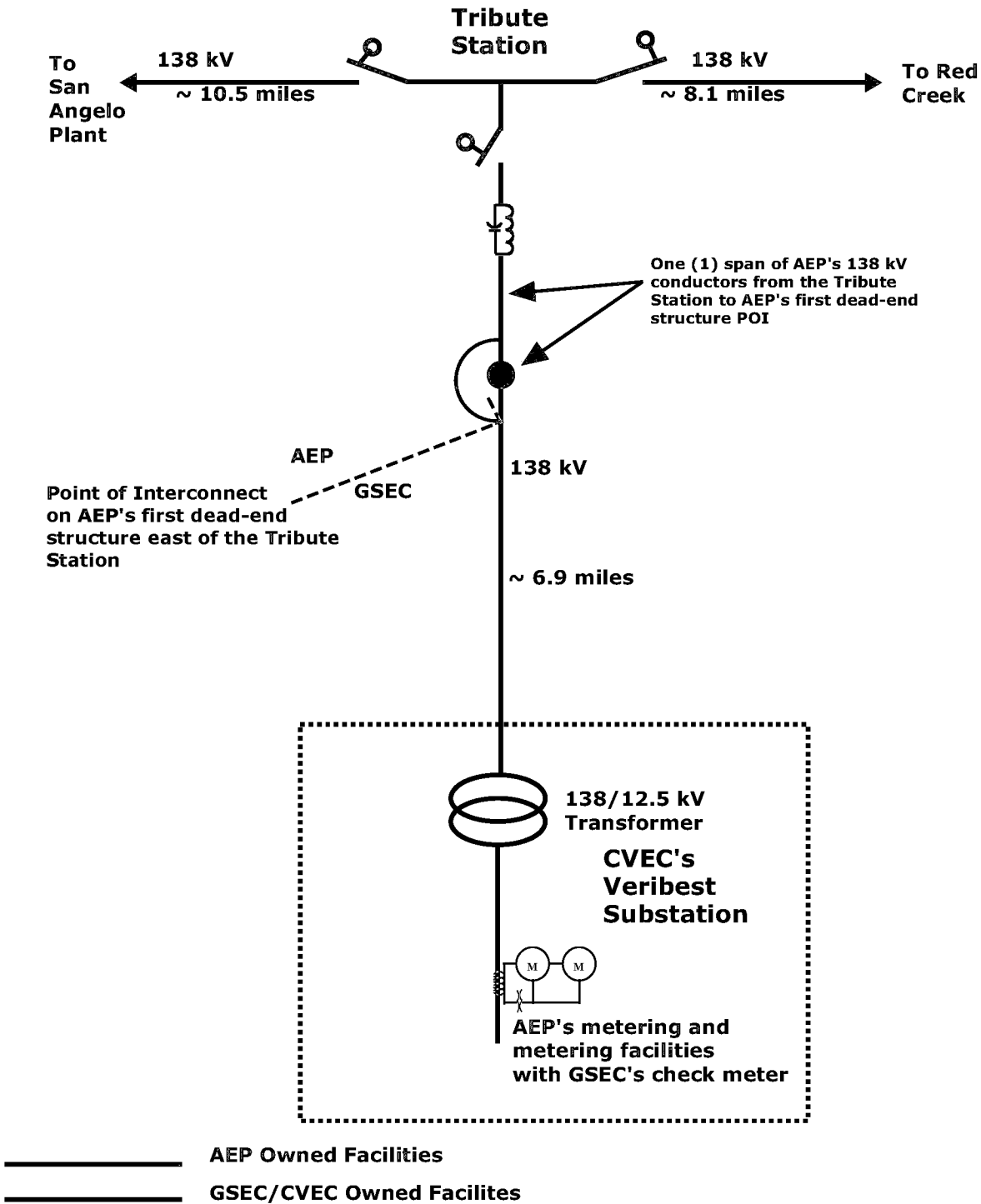
FACILITY SCHEDULE NO. 18 (continued)
Temporary One-Line Diagram



———— GSEC/CVEC Owned Facilities
 ———— AEP Owned Facilities

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

FACILITY SCHEDULE NO. 18 (continued)
Permanent One-Line Diagram



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

FACILITY SCHEDULE NO. 19

1. **Name:** Rollans *
2. **Facility Location:** The Rollans (“Substation”) (31° 54’ 39.61” N., 100° 54’ 41.19” W.) is located, approximately 7.4 miles northeast of Sterling City, Sterling County, Texas, at 2651 State Highway 158 East, Sterling City, TX 76951. The Point of Interconnection is located on the Substation dead-end steel structure that terminates AEP’s 69 kV slack-span from structure (8/9B) in AEP’s Red Creek to Nicole 138 kV transmission line. More specifically, the Point of Interconnection is located where GSEC’s jumper conductors from GSEC’s Substation equipment physically connect to AEP’s 69 kV slack-span conductors.
3. **Delivery Voltage:** 69 kV
4. **Metered Voltage:** 24.9 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:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the Sterling City to Cedar Hill 69 kV transmission line
 - ii. the in-line switches (7137 and 9198) in the Sterling City to Cedar Hill 69 kV transmission line
 - iii. the 69 kV slack-span from the Sterling City to Cedar Hill 69 kV transmission line
 - iv. the 24.9 kV meter and metering facilities for ERCOT settlement within the Substation
 - 8.2.. **GSEC agrees that it owns the following facilities:**
 - i. the Substation and all the facilities within it, except for AEP’s facilities identified in item 8.1(iii and iv)
 - ii. the Substation dead-end steel structure identified as the Point of Interconnection
 - iii. the jumpers at the Substation dead-end steel structure
 - iv. the radial switch (1192) within the Substation
9. **Facility Operation Responsibilities of the Parties:**

Each Party operates the facilities it owns

10. Facility Maintenance Responsibilities of the Parties:

Each Party will maintain the equipment it owns.

11. Estimated Peak Load: 10,000 kW

12. Other Terms and Conditions:

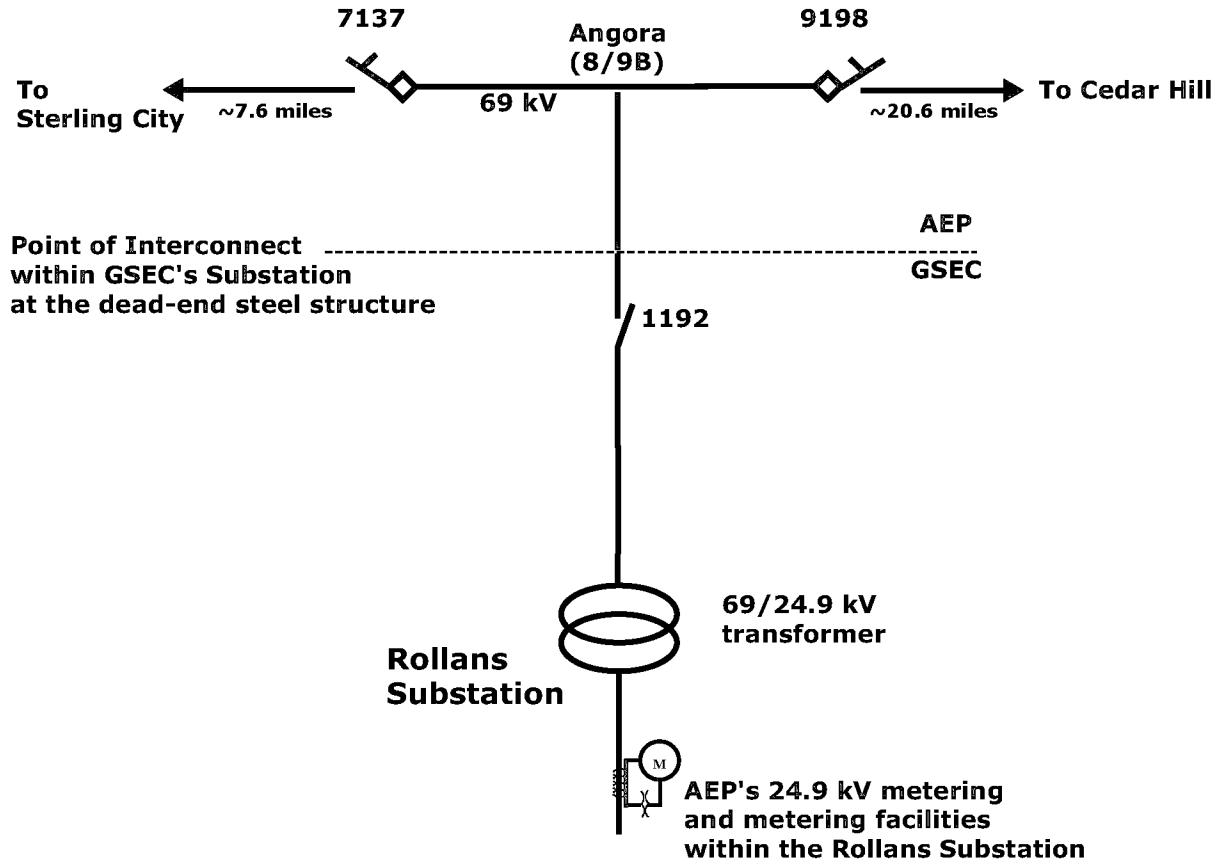
12.1. AEP is to have access to switch (1192) within the Substation

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FACILITY SCHEDULE NO. 19 (continued)
Area Map



FACILITY SCHEDULE NO. 19 (continued)



 AEP owned facilities
 GSEC owned facilities

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

FACILITY SCHEDULE NO. 20

1. **Name:** Newman T. Busby *
2. **Facility Location:** AEP's Hargrove Station ("Station") is located approximately 8.1 miles northeast of Mertzon, Iron County, Texas on the south side of Ranch Road 2469 and County Road 412. The Point of Interconnection (31° 18' 28.58" N., 100° 56' 20.45" W.) is located at the dead-end structure within the Newman T. Busby Substation ("Substation") that terminate AEP's 138 kV transmission line from the Station. More specifically, the Point of Interconnection is located where the jumper conductors from the Substation equipment connect to AEP's 138 kV transmission line conductors from the Station.
3. **Delivery Voltage:** 138 kV
4. **Metering Voltage:** 24.9 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:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the Russek Street to Twin Buttes 138 kV transmission line
 - ii. the Station and all associated facilities
 - iii. the in-line switches (9302 and 7222)
 - iv. the radial switch (7658)
 - v. the Station structures and property
 - vi. the 138 kV transmission line from the Station to the Substation
 - vii. the 24.9 kV meter and meter facilities for the ERCOT settlement within the Substation
 - viii. the current transformers (CT's) and Potential transformers (PT's)
 - 8.2. **GSEC agrees that it owns the following facilities:**
 - i. 24.9 kV meter (check) and metering facilities within the Substation in series/parallel with the Company CT's/PT's
9. **Facility Operation Responsibilities of the Parties:**

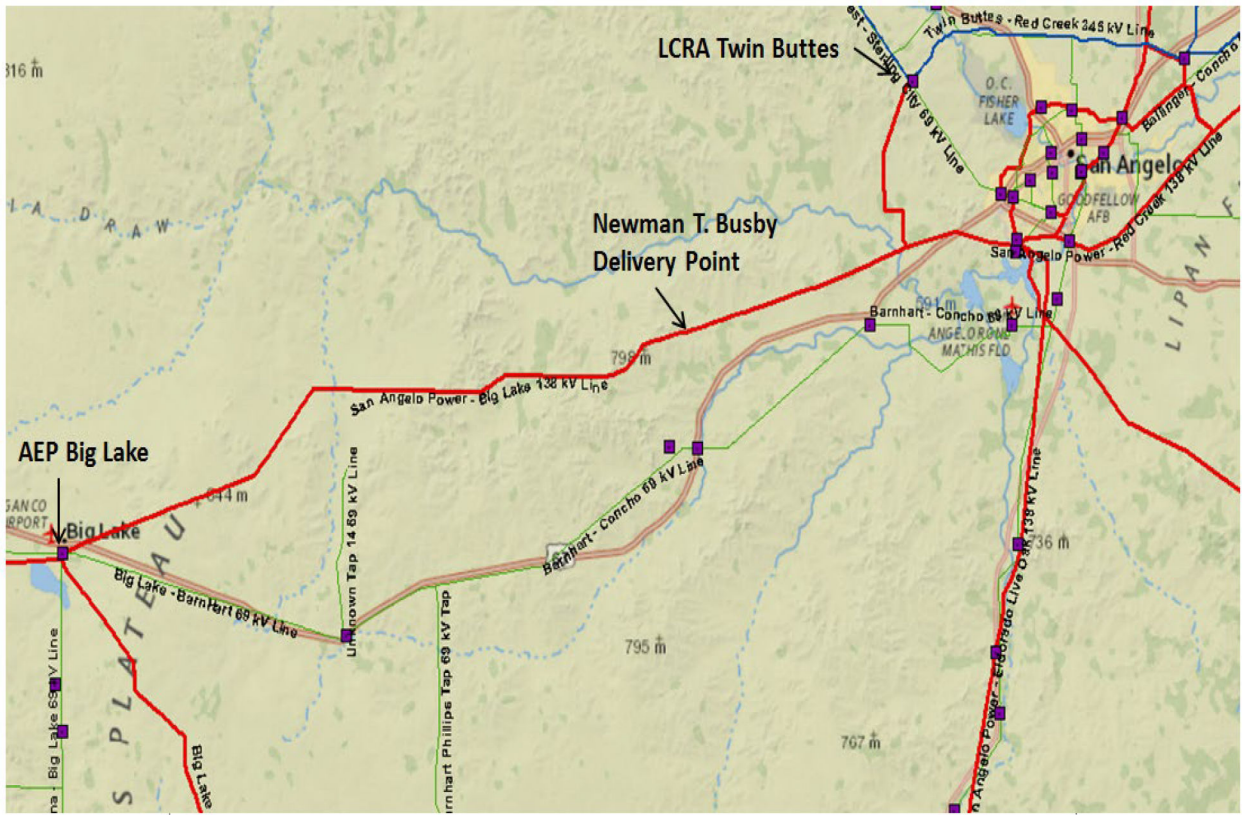
Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

Each Party will maintain the equipment it owns.
11. **Estimated Peak Load:** 10,000 kW

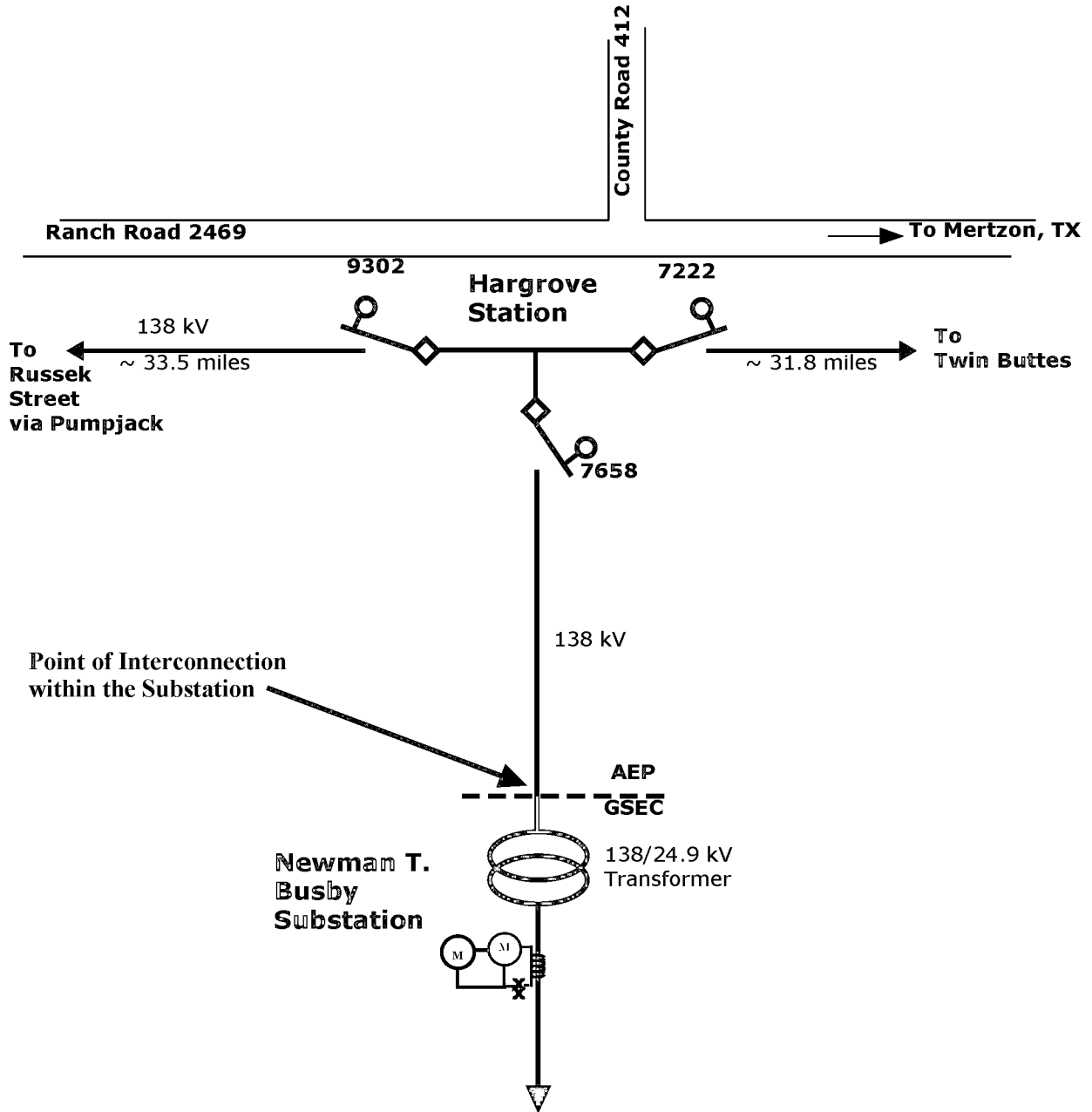
12. **Other Terms and Conditions:** None

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FACILITY SCHEDULE NO. 20 (continued)
Area Map



FACILITY SCHEDULE NO. 20 (continued)
One Line Diagram



- GSEC Customer
- ==== AEP
- GSEC

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

FACILITY SCHEDULE NO. 21

1. **Name:** **Ketchum Mountain ***
2. **Facility Location:** AEP's Pumpjack Station ("Station") is located, approximately seven and half (7.5) miles east of State Hwy 163 on the north side of Farm Road 2469, in Irion County, Texas. The Point of Interconnection is located at the dead-end structure within the Ketchum Mountain Substation ("Substation") (31° 17' 49.82" N., 101° 02' 09.32" W.) that terminate AEP's 138 kV transmission line from the Station. More specifically, the Point of Interconnection is located where the jumper conductors from the Substation equipment connect to AEP's 138 kV transmission line conductors from the Station
3. **Delivery Voltage:** 138 kV
4. **Metering Voltage:** 138 kV
5. **Loss Adjustment Due To Meter Location:** None
6. **Normal Operation of Interconnection:** Closed
7. **One Line Diagram Attached:** Yes
8. **Facilities Ownership Responsibilities of the Parties:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the Russek Street to Twin Buttes 138 kV transmission line
 - ii. the Station and all associated facilities
 - iii. the in-line switches (8553 and 732)
 - iv. the radial switch (10583)
 - v. the 138 kV transmission line from the Station to the Substation
 - vi. the 138 kV meter and metering facilities for ERCOT settlement within the Station
 - 8.2. **GSEC agrees that it owns the following facilities:**
 - i. 24.9 kV meter (check) and metering facilities within the Substation
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

Each Party will maintain the equipment it owns.
11. **Estimated Peak Load:** 4,600 kW

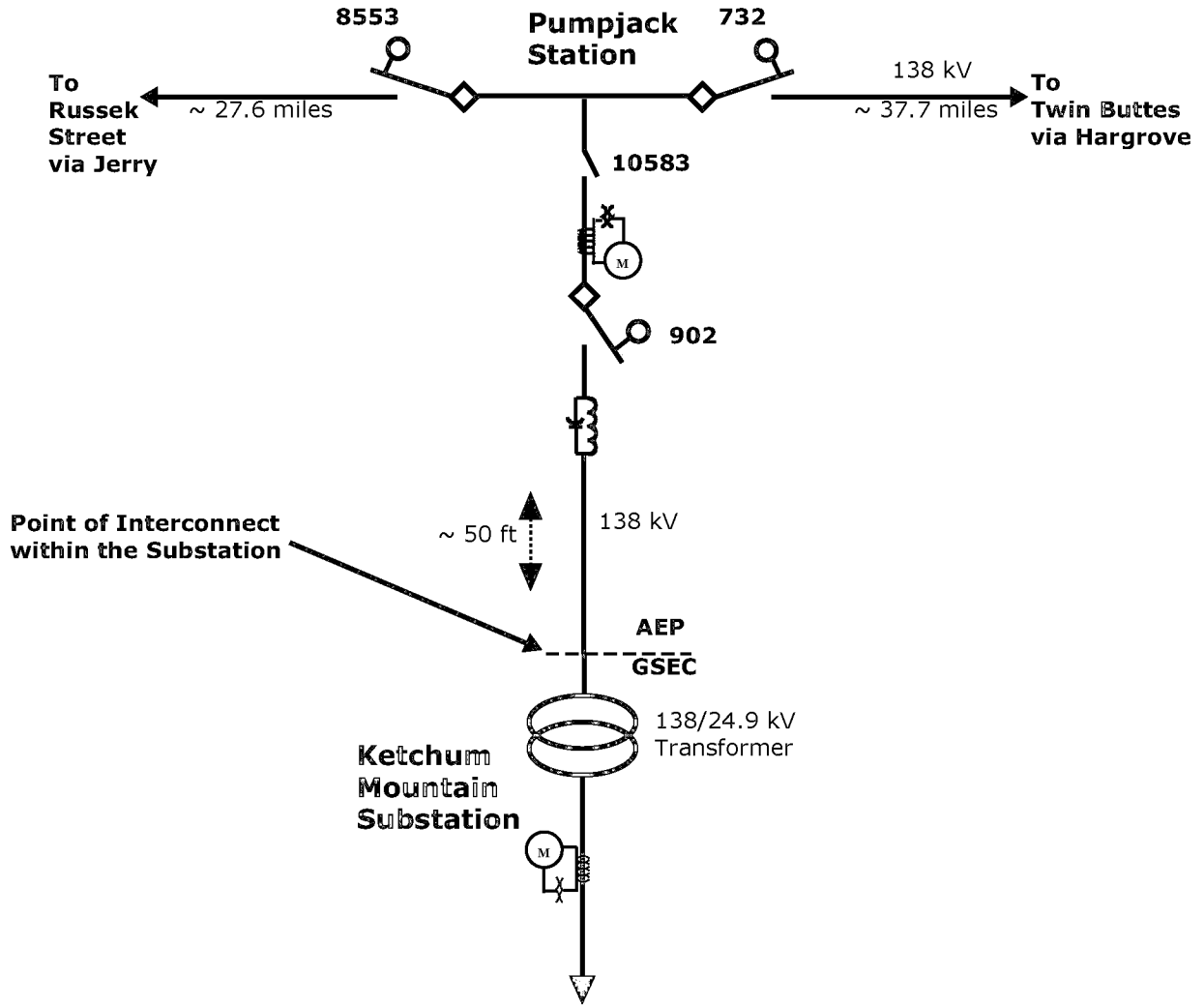
12. **Other Terms and Conditions:** None

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FACILITY SCHEDULE NO. 21 (continued)
Area Map



FACILITY SCHEDULE NO. 21 (continued)
One Line Diagram



- AEP
- GSEC
- GSEC Customer

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

FACILITY SCHEDULE NO. 22

1. **Name:** Vick
2. **Facility Location:** The Vick Point of Interconnection (“POI”) (31° 22’ 10.77” N., 100° 03’ 06.86” W.), is located approximately 3 miles southeast of Eola, Concho County, Texas. More specifically, the POI is where AEP’s jumpers from the take-off pole physically connect to the CVEC’s 12.5 kV three-phase distribution conductors terminating on AEP’s take-off pole.
3. **Delivery Voltage:** 12.5 kV
4. **Metering Voltage:** 12.5 kV
5. **Loss Adjustment Due To Meter Location:** None
6. **Normal Operation of Interconnection:** Closed
7. **One Line Diagram Attached:** Yes
8. **Facilities Ownership Responsibilities of the Parties:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the 12.5 kV, three-phase distribution feeder circuit (4950) from the Eola substation servicing the POI
 - ii. the meter pole and the take-off pole
 - iii. the 12.5 kV meter and metering facilities on the meter pole
 - iv. the jumpers from the take-off pole
 - v. the two (2) spans of under-build 12.5 kV three-phase distribution feeder circuit to take-off pole
 - 8.2. **CVEC agrees that it owns the following facilities:**
 - i. the 12.5 kV three-phase distribution facilities terminating on AEP’s take-off pole
 - ii. 12.5 kV meter (check) in series/parallel with AEP’s CT’s/PT’s
9. **Facility Operation Responsibilities of the Parties:**

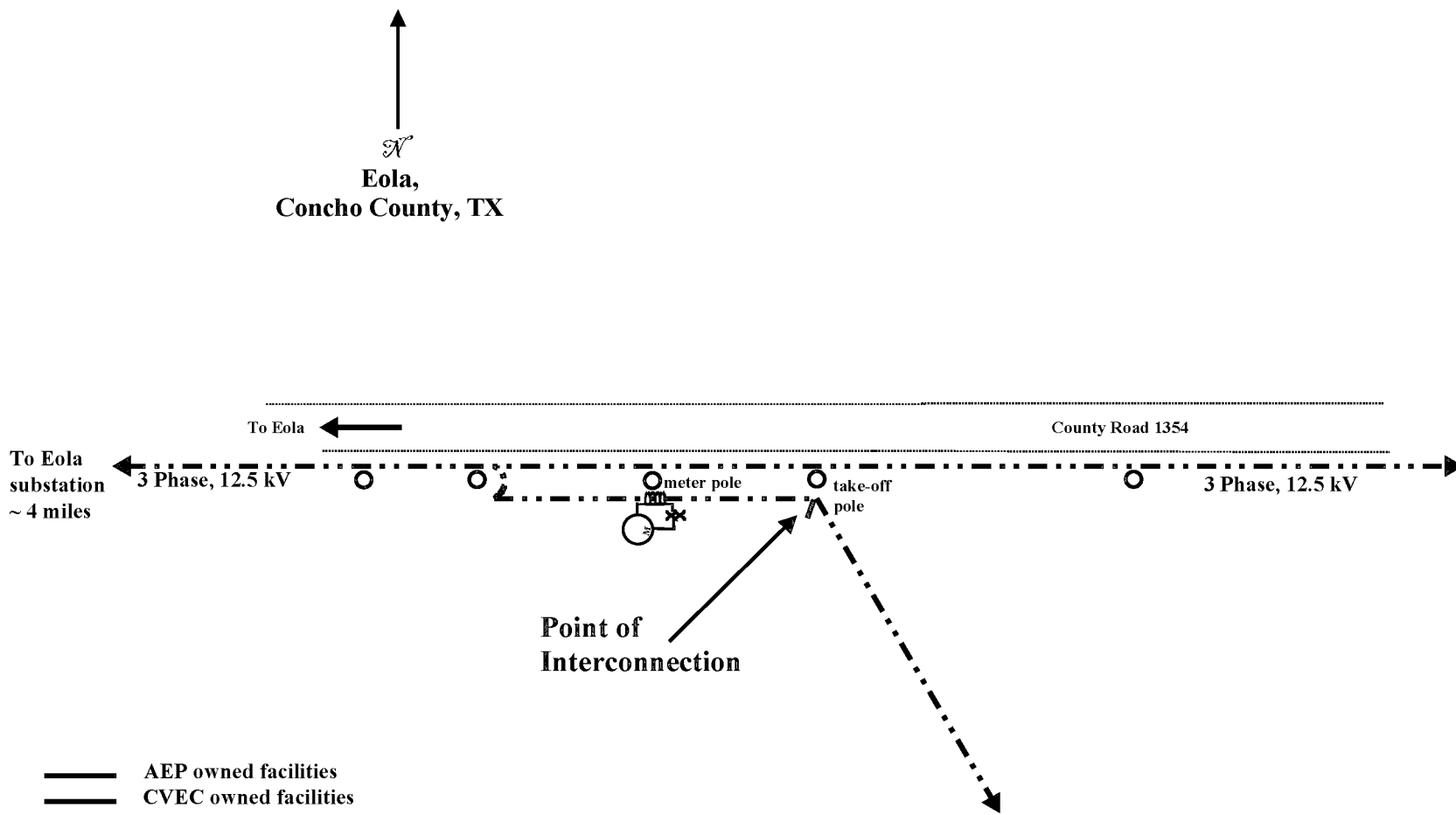
Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

Each Party will maintain the equipment it owns.
11. **Estimated Peak Load:** 300 kW
12. **Other Terms and Conditions:** None

FACILITY SCHEDULE NO. 22 (continued)
Area Map



FACILITY SCHEDULE NO. 22 (continued)
One Line Diagram



Distances as shown are conceptual and not to scale

FACILITY SCHEDULE NO. 23

1. **Name:** **Carroll K. Land ***
2. **Facility Location:** AEP's Cinnamon Switch structure ("Station") (31° 32' 42.50" N, 100° 28' 53.81" W.) is located, in the southeast corner of intersection March Road and N., Grape Creek Rd, approximately 1.0 miles east of the US Hwy 87N, north of San Angelo, Tom Green County, Texas. The Point of Interconnection is located at AEP's Station that terminates GSEC's 69 kV transmission line from GSEC's Carroll K. Land Substation ("Substation"). More specifically, the Point of Interconnection is located where AEP's jumper conductors connect to GSEC's 69 kV transmission line conductors terminating on AEP's Station.
3. **Delivery Voltage:** 69 kV
4. **Metering Voltage:** 12.5 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:**
 - 8.1. **AEP agrees that it owns the following facilities:**
 - i. the Grape Creek Tap to North San Angelo 69 kV transmission line
 - ii. the Station and all associated facilities
 - iii. the jumpers at the Station
 - iv. the in-line switches (7932 and 7958)
 - v. the radial switch (7952)
 - vi. the 12.5 kV meter and metering facilities for ERCOT settlement within the Substation
 - 8.2. **GSEC agrees that it owns the following facilities:**
 - i. the three (3) span and two (2) pole 69 kV transmission line from the Substation to the Station
 - ii. 12.5 kV meter (check) and metering facilities within the Substation
9. **Facility Operation Responsibilities of the Parties:**

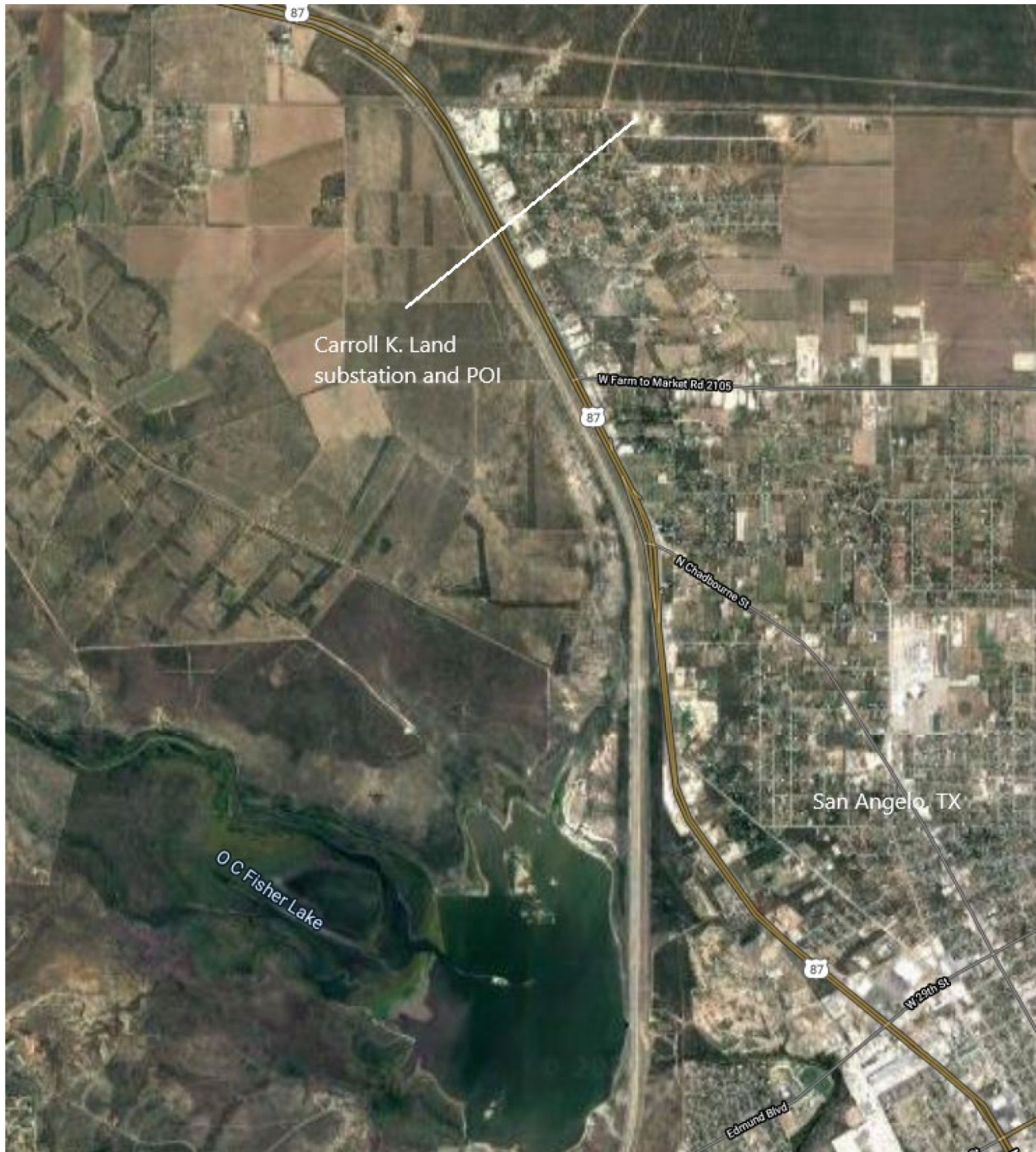
Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

Each Party will maintain the equipment it owns.
11. **Estimated Peak Load:** 3,700 kW

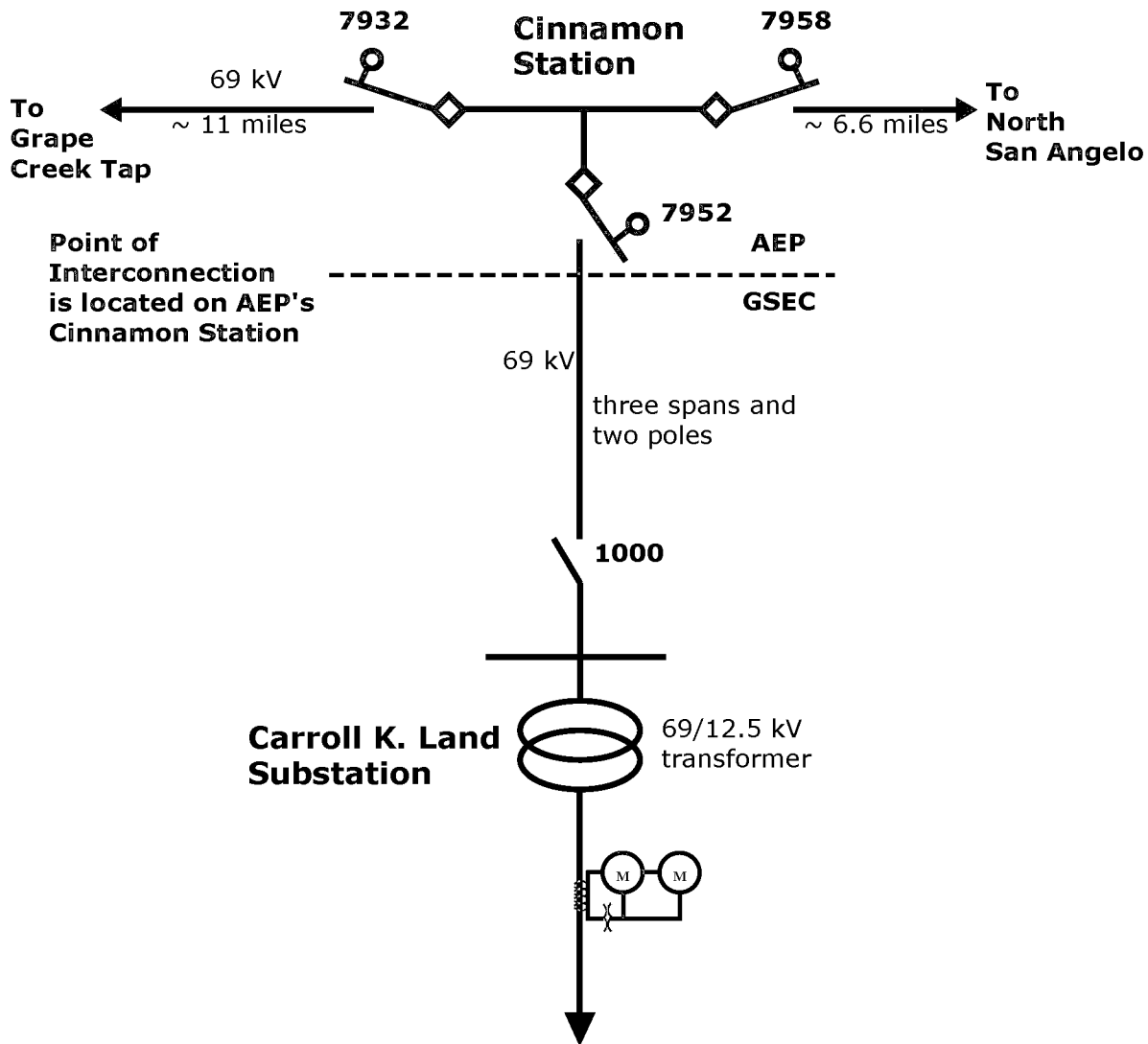
12. **Other Terms and Conditions:** None

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FACILITY SCHEDULE NO. 23 (continued)
Area Map



FACILITY SCHEDULE NO. 23 (continued)
One Line Diagram



 **AEP owned facilities**
 **GSEC owned facilities**

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

FACILITY SCHEDULE NO. 24

1. **Name:** Tennyson *
2. **Facility Location:** The Tennyson Station (“AEP Station”) (31° 44’ 47.42” N., 100° 16’ 05.34” W.) is located at 648 Rocky Lane, Bronte, Coke County, Texas 76938. The Point of Interconnection is located on the dead-end structure at the AEP Station. More specifically, the Point of Interconnection is located where the jumper conductors from the AEP Station equipment connect to GSEC’s 138 kV transmission line conductors from the Enterprise Pump Station #2 substation and the Tennyson East substation (referred to collectively as substations).
3. **Delivery Voltage:** 138 kV
4. **Metering Voltage:** 4.16 kV and 10 kV
5. **Loss Adjustment Due To Meter Location:** Yes
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes
8. **Facilities Ownership and Installation Responsibilities of the Parties:**
 - 8.1. **AEP will install and own the following facilities:**
 - i. the Nicole to Red Creek 138 kV (existing) transmission line
 - ii. the AEP Station and all associated facilities, including but not limited to the in-line switches (562 and 782) and radial switch (912)
 - iii. the 4.16 kV meter and metering facilities for ERCOT settlement at the Enterprise Pump Station #2 substation
 - iv. the 10 kV meter (check) at the Tennyson East substation in series/parallel with GSEC/CVEC Customer’s CT’s/PT’s
 - v. the 138 kV jumpers at the AEP Station
 - 8.2. **GSEC will install and own the following facilities:**
 - i. the 4.16 kV meter at the Enterprise Pump Station #2 substation in series/parallel with AEP’s CT’s/PT’s
 - ii. the 10 kV meter and metering facilities at the Tennyson East substation
 - ii. the 138 kV transmission line from the substations to the AEP Station
 - iii. the 138 kV conductor termination dead-ends
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

Each Party will maintain the equipment it owns.

11. Estimated Peak Load: 36,000 kW

12. Other Terms and Conditions:

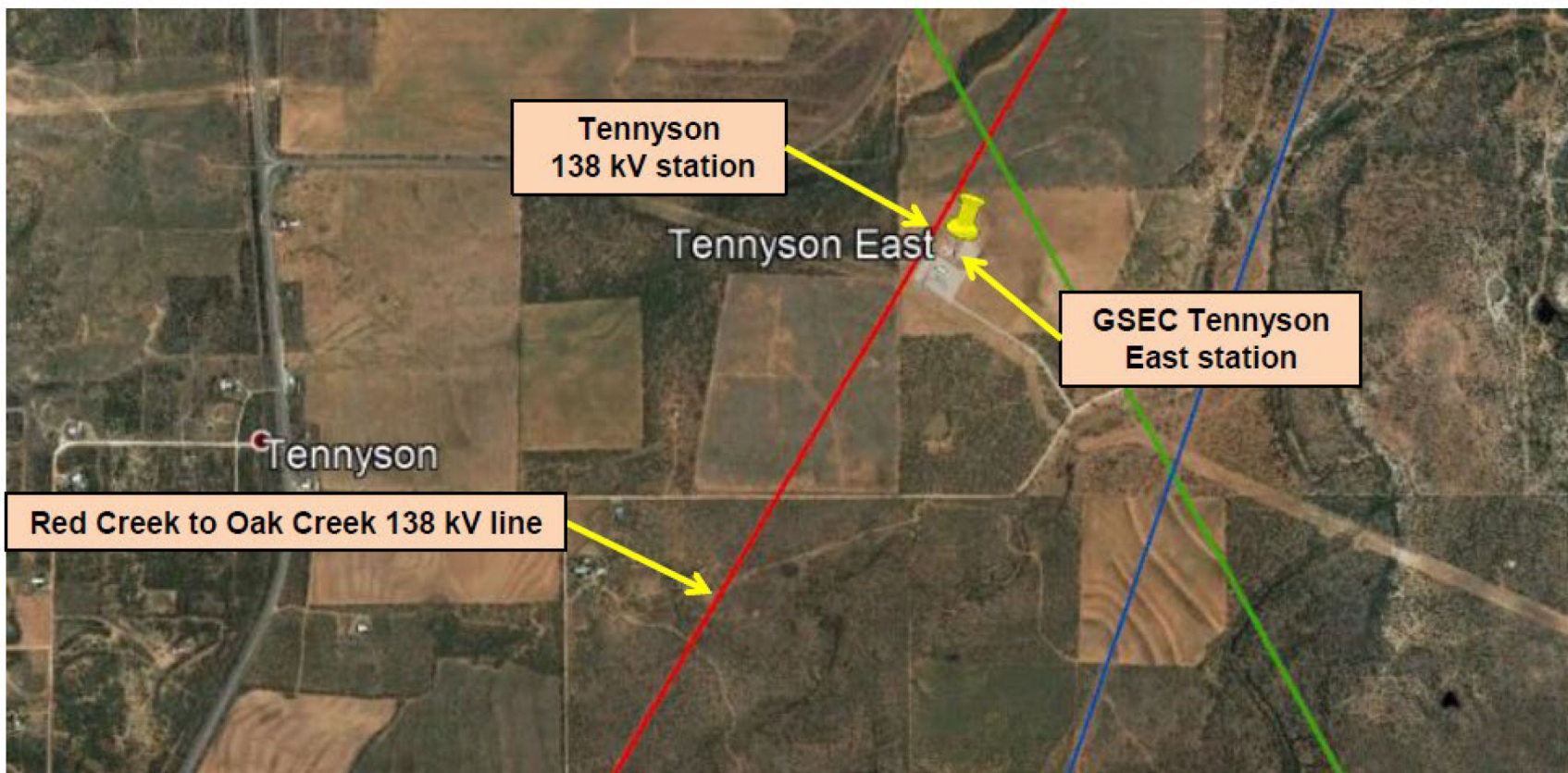
12.1 GSEC has requested an in-service date for the Tennyson East metering of November 1, 2020. Company will use reasonable efforts to provide the Point of Interconnection on the desired in-service date in accordance with, and subject to the terms of, Section 3.3 of the Agreement.

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

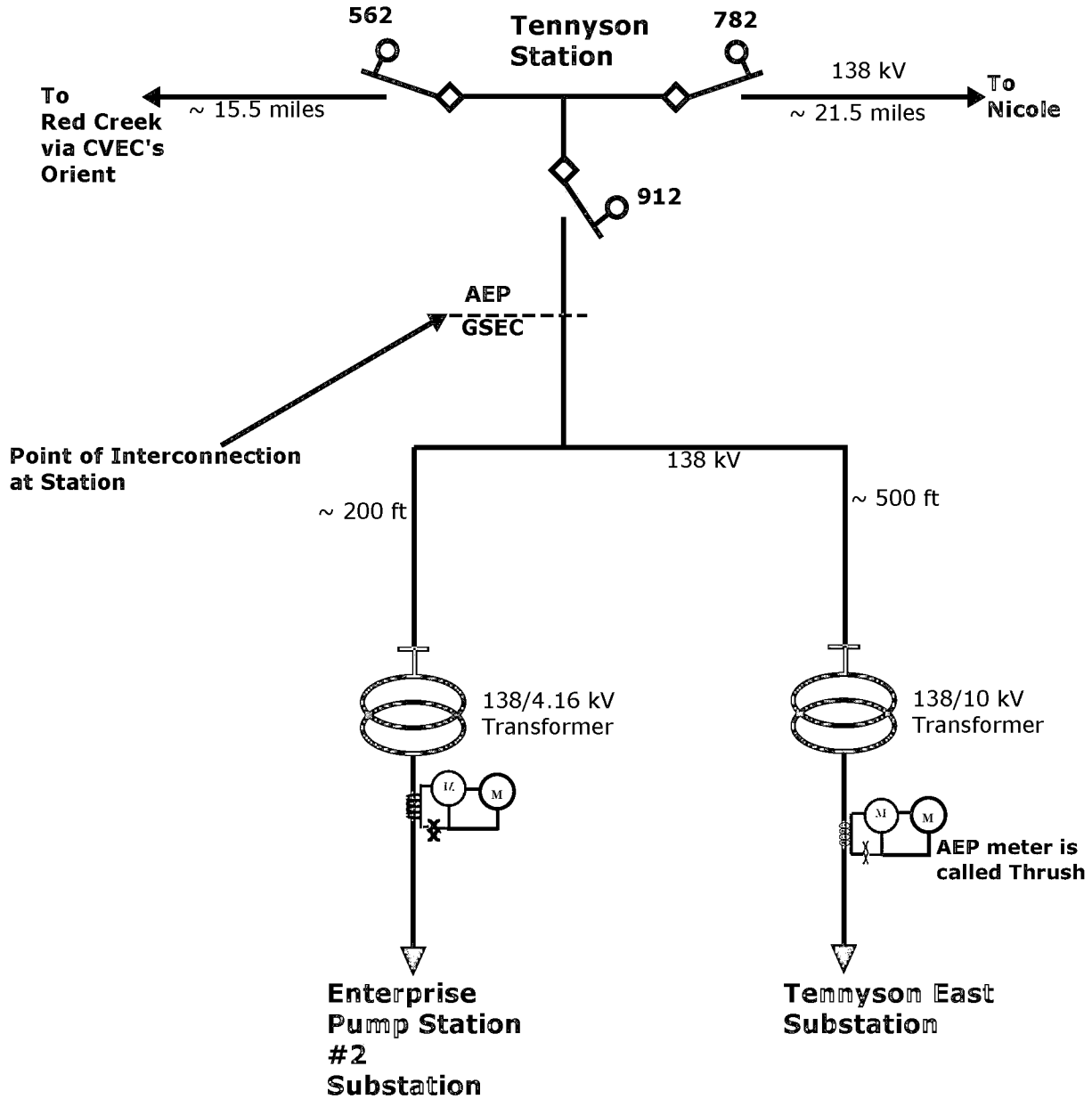
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FACILITY SCHEDULE NO. 24 (continued)

Area Map



FACILITY SCHEDULE NO. 24 (continued)
One Line Diagram



- AEP
- GSEC
- GSEC Customer

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