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INTERCONNECTION AGREEMENT BETWEEN ELECTRIC TRANSMISSION TEXAS, LLC AND AEP TEXAS INC.

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SCHEDULE 3.2(A) Table: Northern Division Facility Schedules and Points of Interconnection

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (kV)	PAGE
1	Nicole (1)	138	31
2	Bluff Creek (1)	138	34
3	Oak Creek (1)	138	37
4	Firerock PST (0)	-	40
5	Santiago (2)	138	42
6	South Abilene (1)	69	45
7	Cedar Gap (2)	69	47
8	Tuscola (2)	69	49
9	Winters (2)	69	53
10	Hatchel (1)	69	56
11	Ballinger (1)	69	58
12	Matador (1)	69	60
13	Paducah Clare Street (2)	138	62
14	Paducah City (1)	69	65
15	Rio Pecos (5)	69	67
16	Big Lake PST (2)	138	70
17	Tombstone (2)	138	73
18	Yellow Jacket (6)	69 and 138	76
19	West Childress (1)	69	81
20	Childress 20 th Street (1)	69	83
21	Cisco (2)	138	85
22	Putnam (2)	138	88
23	Illinois #4 (1)	69	91
24	Muleta (2)	69	94
25	Vernon Main (2)	69 and 138	96
26	Vernon Main-Lake Pauline 138 Tie-line (1)	138	99
27	Vernon Plant (1)	69	101
28	Sand Road (1)	69	103
29	Southwest Vernon (1)	69	106
30	Oklaunion South Substation (5)	138 and 345	108
31	Gonzales/NaS Battery (6)	69 and 480	111

SCHEDULE 3.2(A) (continued) Table: Northern Division Facility Schedules and Points of Interconnection

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (kV)	PAGE
32	East Abilene (2)	138	116
33	Abilene East (3)	138	119
34	Riley (2)	345	122
35	Shafter (1)	69	126
36	Chinati (2)	69	128
37	Bryants Ranch (1)	69	130
38	Alamito Creek (1)	69	132
39	Steamboat (1)	69	134
40	Heartland-Yellowjacket Tie-line (1)	69	136

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SCHEDULE 3.2(B)

Table: Central Division Facility Schedules and Points of Interconnection

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (kV)	PAGE
	Laredo VFT South Yard		
1	$\left \begin{array}{c} \text{Larcub VIT South Tard} \\ \text{(4)} \end{array} \right $	230 & 138	140
2	Laredo VFT North Yard (3)	138	143
3	Laredo Plant (Statcom Yard) (1)	138	146
4	North Laredo Switching Station (3)	138	149
5	Hamilton Road (6)	138 & 69	153
6	Falfurrias (2)	138 & 69	158
7	Zapata (5)	138	161
8	Ajo Switching Station (2)	345	164
9	Lobo (2)	138 & 69	167
10	Azteca (2)	138	171
11	Comstock (1)	69	174
12	Pelican (2)	138	177
13	Rocksprings (4)	69	180
14	Lytle (1)	69	183
15	Devine (2)	69	186
16	Bigfoot (1)	69	189
17	Magruder (7)	69 and 138	191
18	Port Aransas (3)	69 & 12.5	195
19	West Batesville (3)	138	198
20	Citgo West (1)	138	201
21	Weil Tract (1)	138	204
22	Lon C. Hill (2)	69 and 138	206
23	Hearns Ferry (2)	138	210
24	Koch Upriver Road (3)	69 and 138	213
25	Valero West (2)	69	217
26	Valero East (2)	69	220
27	Highway 9 (1)	69	223
28	Nueces Bay (3)	138 & 69	225
29	Laguna (1)	69	229
30	McKenzie Road (1)	138	232

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (kV)	PAGE
31	Westside (1)	138	234
32	Barney M. Davis (4)	138	237
33	La Quinta Switch Station (2)	138	240
34	Kepler (3)	69	242
35	Lantana (2)	69	246
36	Thomaston (3)	138	249
37	Air Liquide (1)	69	253
38	Nelson Sharpe (1)	138	255
39	Alazan (1)	138	258
40	Gila (6)	138	261
41	Uvalde (1)	138	264
42	New Barksdale (2)	69	266
43	North Edinburg (2)	345	268
44	Dustdevil (2)	138	271
45	Stewart Road (2)	345	274

SCHEDULE 3.2(B) (continued) Table: Central Division Facility Schedules and Points of Interconnection

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INTERCONNECTION AGREEMENT BETWEEN ELECTRIC TRANSMISSION TEXAS, LLC AND AEP TEXAS INC.

This Interconnection Agreement ("<u>Agreement</u>") is made and entered into as of <u>7/29/2022 | 1:03 PM EDT</u> ("Execution <u>Date</u>") by and between **AEP Texas Inc.** ("<u>AEP</u>") and **Electric Transmission Texas, LLC** ("<u>ETT</u>"), a Delaware limited liability company, each sometimes hereinafter referred to individually as a "<u>Party</u>" or both referred to collectively as the "<u>Parties</u>".

RECITALS

- **A.** The Parties each own and operate electric utility systems in the State of Texas for the transmission of electric power and energy.
- **B.** The Parties are both members of the ERCOT and are subject to regulation by the PUCT.
- **C.** AEP Texas North Company and ETT entered into that certain Amended and Restated Interconnection Agreement dated March 29, 2010 ("2010 AEP TNC Agreement").
- **D.** AEP Texas Central Company and ETT entered into that certain Amended and Restated Interconnection Agreement dated March 29, 2010 ("2010 AEP TCC Agreement").
- **E.** AEP Texas Inc. is the successor by merger to both AEP Texas Central Company and AEP Texas North Company.
- **F.** In order to reflect the effect of the above-described merger of AEP Texas Central Company and AEP Texas North Company into AEP Texas Inc., the Parties agree to supersede in its entirety and terminate the 2010 AEP TNC Agreement and the 2010 AEP TCC Agreement upon the execution of this Agreement.
- **G.** The Parties desire to: 1) incorporate and update the 2010 AEP TNC Agreement points of interconnection into this Agreement; 2) incorporate and update the 2010 AEP TCC Agreement points of interconnection into this Agreement; and 3) make appropriate updates and revisions (including without limitation, updates to Exhibit A to this Agreement)
- H. The Parties desire to incorporate the Nicole, Bluff Creek, Oak Creek, Firerock PST, Santiago, South Abilene, Cedar Gap, Tuscola, Bradshaw/Climax (terminated and will not be incorporated into this Agreement), Winters, Hatchel, Ballinger, Matador, Paducah City, Rio Pecos, Big Lake PST, Tombstone, Yellow Jacket, West Childress, Childress 20th Street, Cisco, Putnam, Illinois #4, Fort Lancaster (terminated and will not be incorporated into this Agreement), Muleta, Vernon Main, Vernon Main-Lake Pauline 138 Tie-line, Vernon Plant, Sand Road, Southwest Vernon, Oklaunion South Substation Points of Interconnection Facility Schedules from the 2010 AEP TNC Agreement.

- I. The Parties desire to add the following Gonzales/NaS Battery, East Abilene, Abilene East, Riley, Shafter, Chinati, Bryant Ranch, Alamito Creek, Steamboat and Heartland-Yellowjacket Tie-line Points of Interconnection to Exhibit "A" and their respective Facility Schedules to this Agreement.
- J. The Parties desire to incorporate the Laredo VFT South Yard, Laredo VFT North Yard, Laredo Plant (Statcom Yard), North Laredo Switching Station, Hamilton Road, Falfurrias, Zapata, Ajo Switching Station, Gulf Wind North (terminated and will not be incorporated into this Agreement), Laredo-Freer Tie-line (terminated and will not be incorporated into this Agreement), Laredo VFT North-Bruni Tie-line (terminated and will not be incorporated into this Agreement), Lobo, Azteca, Comstock, Pelican, Rocksprings, PEC Rocksprings (terminated and will not be incorporated into this Agreement), Lobo, Azteca, Comstock, Pelican, Rocksprings, PEC Rocksprings (terminated and will not be incorporated into this Agreement), Lytle, Devine, Bigfoot, Magruder, Port Aransas, West Batesville, Citgo West, Weil Tract, Lon C. Hill, Hearns Ferry, Koch Upriver Road, Valero West, Valero East, Highway 9, Nueces Bay, Laguna, McKenzie Road, Westside, Barney M. Davis, La Quinta Switch Station Points of Interconnection Facility Schedules from the 2010 AEP TCC Agreement.
- **K.** The Parties desire to add the following Kepler, Lantana Thomaston, Air Liquide, Nelson Sharpe, Alazan, Gila, Uvalde, New Barksdale, North Edinburg and Dustdevil Points of Interconnection to Exhibit "B" and their respective Facility Schedules to this Agreement.
- L. The Parties desire to interconnect their respective electric Systems in the respects, and under the terms and conditions, set forth therein.

AGREEMENTS

NOW, THEREFORE, the Parties hereby agree as follows:

1. **DEFINITIONS; RULES OF CONSTRUCTION**

1.1. Definitions.

As used in this Agreement, terms defined in Exhibit 1.1 have the meanings set forth therein.

1.2. Rules of Construction.

Unless the context of this Agreement requires otherwise, the plural includes the singular, and the singular includes the plural. The words "include", "includes" and "including" are not limiting and have the inclusive meaning of "including without limitation." The words "hereof," "herein," "hereby," "hereunder" and other similar terms of this Agreement refer to this Agreement as a whole and not exclusively to any particular provision of this Agreement. All pronouns and any variations thereof will be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Person or Persons may require. Unless otherwise expressly provided, any agreement, instrument, or Applicable Law defined or referred to herein means such agreement, or instrument or Applicable Law as from time to time amended,

modified, or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Applicable Law) by succession of comparable successor law and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein. A reference to a Party includes its successors and permitted assigns. This Agreement is the result of negotiations between, and has been reviewed by, the Parties, and their respective counsel have had the opportunity to review this Agreement. Accordingly, this Agreement shall be deemed to be the product of all Parties hereto, and no ambiguity shall be construed in favor of or against any Party.

2. GENERAL PROVISIONS

- 2.1. Effective Date and Term.
 - 2.1.1 This Agreement and all obligations hereunder, are expressly conditioned upon obtaining (without conditions, limitations or qualifications that are unacceptable to either Party) approval or authorization or acceptance for filing by any regulatory authority whose approval, authorization or acceptance for filing is required by law. After execution by both Parties, AEP will file this Agreement with FERC and will provide a copy of this Agreement to the PUCT. Both Parties hereby agree to support the approval of this Agreement before such regulatory authorities and to provide such documents, information, and opinions as may be reasonably required or requested by either Party in the course of approval proceedings.
 - 2.1.2 Subject to Section 2.1.1, this Agreement shall become effective on the Execution Date, or upon such other date specified by the FERC (the "<u>Effective Date</u>"). The Parties shall request the FERC to make the Effective Date be the Execution Date.
 - 2.1.3 Unless otherwise mutually agreed, this Agreement shall remain in effect so long as the Parties continue to have interconnected facilities. Upon termination of this Agreement, each Party shall discontinue the use of the facilities of the other and shall disconnect the Points of Interconnection.
- 2.2. Objective and Scope.
 - 2.2.1. It is the intent of the Parties, by this Agreement, to state the terms and conditions under which the Parties' transmission systems will be interconnected or wholesale metering points will be established and to identify the facilities provided by each Party at the Points of Interconnection between their Systems
 - 2.2.2. This Agreement shall apply to the ownership, control, operation, and maintenance of those facilities that are specifically identified and described in the Facility Schedules that are attached hereto and incorporated herein,

to permit interchange of power and energy between the Parties or to meter the power and energy delivered at a wholesale delivery point on a Party's System.

2.2.3. 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. In the event of a conflict between a Facility Schedule and the body of this Agreement, the Facility Schedule will control. 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; however, this Agreement will be construed to not conflict with such other agreements.

3. ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION

- 3.1. The Parties shall comply with any applicable NERC Reliability Standards that relate to the interconnection of their facilities at the locations identified and described in the Facility Schedules. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with NERC Reliability Standards, if any. Notwithstanding the foregoing, a Party shall not be required to disclose information which it deems confidential unless the Parties execute a confidentiality agreement to protect the confidential nature of such information.
- 3.2. The Parties agree to interconnect their facilities at the locations, and in accordance with the terms and conditions, specified in Schedule 3.2 (A and B) hereto and as further described in the Facility Schedule(s). All Points of Interconnection will be specified in Schedule 3.2 (A and B) and the Facilities Schedule(s) as they may be amended from time to time. The Facility Schedule(s) shall specify the responsibilities of the Parties with respect to ownership, control, operation, and maintenance of the interconnection facilities.
- 3.3. Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, or cause the design, and installation of the transmission or distribution facilities (including all apparatus and necessary protective devices) on its side of the Point of Interconnection, so as to reasonably minimize the likelihood of voltage and frequency abnormalities originating in the System of one Party, from affecting or impairing the System of the other Party, or other electrical systems to which the System of such Party is

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

3.4. From time to time, a Point of Interconnection may be added, changed, modified, or deleted from this Agreement as mutually agreed by the Parties and/or as ordered by a regulatory authority having jurisdiction thereof. Any such addition or deletion will be made to Schedule 3.2 (A and B) and the Facilities Schedules attached thereto in such a way that the numbering of the other Facility Schedules is not changed.

4. **OTHER SERVICES**

- 4.1. 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 services that either Party may desire from the other Party or any third party.
- 4.2. All transmission, transformation, distribution, metering, operations, and maintenance services will be provided and charged under agreements separate from this Agreement.

5. SYSTEM OPERATION AND MAINTENANCE

- 5.1. Unless otherwise provided by the Facility Schedule, 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. Each Party may change the O & M service provider that it uses to meet these operational responsibilities with written notice to the other Party, and such notice shall include a transition plan. The notice shall be sent as much in advance of the change as possible and, except in the event that a Party is terminating its service provider on grounds of default, in no event less than ninety (90) days in advance of the change of service provider. Such transition plan will be in accordance with Good Utility Practice, ERCOT Requirements, and the substantive rules promulgated by the PUCT and shall address topics such as the implementation schedule, presence of qualified field service personnel, emergency response operations, and control center operations. The other Party shall have the right to review and comment on the requirements of the transition plan, with such comments not to be unreasonably refused by the other Party when determining such requirements.
- 5.2. Unless otherwise provided by the Facility Schedules, each Party will operate the facilities within its System. The operation of the System will be such that power

flows that enter and exit one Party's System do not have undue impacts on the other Party's System. Operational responsibility for facilities owned by one Party, but installed in another Party's substation or transmission line will be identified in the Facility Schedule for that particular Point of Interconnection. Either Party's Systems will be designed and operated so as to reasonably minimize the likelihood of a disturbance 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.

- 5.3. Unless otherwise provided by a separate agreement, each Party will perform the control center operations for the facilities it owns. These control center activities will include, but are not limited to, switching clearances for planned maintenance and operations, emergency System restoration, and overall coordination of such activities with ERCOT.
- 5.4. During the term of this Agreement, the Parties will, consistent with Good Utility Practice, coordinate their operations to maintain continuity of services to their respective customers to the extent practicable. Planned facility maintenance by either Party that will cause a deviation from the normal power and energy flow at a Point of Interconnection will be scheduled at a mutually agreeable time. Except as otherwise permitted by the terms of this Agreement, no changes will be made in the normal operation of a Point of Interconnection without the mutual agreement of the Parties. The Parties will, to the extent necessary to support continuity of operations, coordinate the operation of protective devices on the facilities they own or operate in the proximity of the Points of Interconnection that might reasonably be expected to affect the operation of facilities on the other Party's System.
- 5.5. Maintenance plans for facilities, including circuit breakers, that terminate at the transmission facilities owned by the other Party will be subject to review and approval by the Party that owns the transmission facilities. Such approval will not be unreasonably withheld.
- 5.6. Each Party will provide the reactive requirements for its own System in accordance with the ERCOT Requirements. Each Party will provide the reactive requirements for its own System so as not to impose a burden on the other Party's System.
- 5.7. During periods of emergency conditions declared by ERCOT, or as necessary to restore customer service, either Party may operate equipment that is normally operated by the other Party, provided that authorization to do so must first be received from the Party that normally operates the equipment, such authorization not to be unreasonably withheld or delayed. It shall be considered reasonable for the Party that normally operates such equipment to deny such a request by the other Party if the withholding Party will provide such operation within the time frame called for in the circumstances. Such operations by the other Party will be at no cost to the owner or normal operator of the equipment.

- 5.8. Each Party will determine the operating limits of the facilities that it owns, and make such limits known to the Party operating those facilities. The Party operating those facilities will not exceed those limits without prior approval of the Party owning the facilities.
- 5.9. Power Quality. Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard superseding electric industry standard shall control.
- 5.10. Switching and Tagging Rules. Each Party agrees that the switching and tagging rules and policies followed to ensure safe electrical working conditions will be the most current approved switching and tagging rules and policies of the O & M service provider that is operating the facilities.
- 5.11 At no cost other than a share of operation and maintenance expenses as determined under arrangements separate from this Agreement, the Party who owns a Shared Facility will, as applicable with respect to that Shared Facility, provide to the other Party (the "Non-Owner") as appropriate for the operation and maintenance of the Non-Owner's facilities: (i) 120V AC power and backup power from the Shared Asset; (ii) access to data from any instrument transformer constituting the Shared Asset; (iii) access through perimeter entry gates constituting the Shared Asset; (iv) access to and the use of any control house structure constituting the Shared Asset and rack space therein; and (v) the use and enjoyment of any of the following that constitute the Shared Asset: fire control and lightning protection equipment; HVAC; ground grid; foundations; cable trays, trenches, raceways and conduit banks; lighting; and spill prevention and retention facilities for the Non-Owner's facilities installed within the substation.
- 5.12 Such power, access, use, and enjoyment will be provided on an AS IS basis, without warranty of any kind, express or implied, as to the quality or quantity thereof, the adequacy or suitability thereof for the Non-Owner's purposes, or otherwise, and without any promise that the same will be available on a continuous or non-interrupted basis.
- 5.13 Except to the extent that the cost-sharing purpose of this Section 5.13 is met by other arrangements, the owner of a Shared Facility will be entitled to invoice the Non-Owner from time to time for, and the Non-Owner will pay within thirty (30) days of such invoice, a share of the owner's operations and maintenance expense incurred with respect to that Shared Facility to reasonably reflect on a cost basis the Non-Owner's access, use, and enjoyment of and receipt of services from, that shared Facility:

6. **RIGHTS OF ACCESS, EQUIPMENT INSTALLATION, AND REMOVAL**

- 6.1. Each Party will permit duly authorized representatives and employees of the other Party to enter upon its premises for the purpose of inspecting, testing, repairing, renewing, or exchanging any or all of the equipment owned by such other Party that is located on such premises or for the purpose of performing any work necessary in the performance of this Agreement.
- 6.2. Each Party grants to the other Party permission to install, maintain, and/or operate, or cause to be installed, maintained and/or operated, on its premises, the necessary equipment, apparatus and devices required for the performance of this Agreement. Any such installation, maintenance, and operation to be performed, except in the case of emergencies, shall be performed only after a schedule of such activity has been submitted and agreed upon by the Parties.
- 6.3. Any and all facilities placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be owned by and remain the property of the Party installing such facilities, regardless of the mode and manner of annexation or attachment to real property. Upon the termination of any Point of Interconnection under this Agreement, the Party owning such facilities placed or installed on the premises of the other Party, will have the right (i) to sell such facilities to the other Party, if the other Party wishes to purchase such facilities, or (ii) to enter the premises of the other Party and, within a reasonable time, remove such facilities, at no cost to the owner of the premises. If, upon the termination of any Point of Interconnection under this Agreement, facilities of a Party that are installed on the premises of the other Party are neither sold to the other Party nor removed by the owning Party within a reasonable time, such facilities shall be considered abandoned by the owning Party and may be disposed of by the other Party in the manner it will determine appropriate; provided, however, that any net cost incurred by the disposing Party will be reimbursed by the abandoning Party.
- 6.4. Each Party will clearly mark their respective facilities with appropriate ownership identification.
- 6.5. Either Party may request the other Party to upgrade or modify its terminal facilities at a Point of Interconnection. Any upgrades or modifications will be made within a reasonable period of time when, (i) transmission planning studies demonstrate that the termination facilities may limit the transfer capability of the transmission System, and/or (ii) the termination facilities is not in accordance with the ERCOT Requirements on System protection relaying. In the cases where the ERCOT Requirements are silent, the requesting Party may propose upgrades or modifications based on its own standards and the requested Party will not unreasonably deny such upgrades or modifications, but to the extent costs associated with such upgrades or modifications are specifically disallowed in a rate proceeding, the Party that requested the upgrades or modifications will reimburse the other Party for any disallowed costs.

7. METERING AND RECORDS

- 7.1. All metering equipment required herein will be selected, installed, tested, operated and maintained by the Party owning such metering equipment in accordance with Good Utility Practice and the ERCOT Requirements.
- 7.2. The Party that does not own the metering equipment will be permitted to witness any testing, inspection, maintenance, or alteration of such metering equipment owned by the other Party. The owner of such equipment will give reasonable advance notice of all tests and inspections so that representatives of the other Party may be present. After proper notification to the other Party, the owner may proceed with the scheduled tests or inspections regardless of whether a witness is present.
- 7.3. If any test or inspection of metering equipment shows that it does not meet the accuracy requirements established by the ERCOT Requirements, the meter or other equipment found to be inaccurate or defective will be promptly repaired, adjusted, or replaced by the owner. Should metering equipment fail to register, the power and energy delivered and received will be determined in accordance with the ERCOT Requirements.
- 7.4. As long as metering, telemetering or communications facilities are required by the ERCOT Requirements and are operated and maintained in accordance with the ERCOT Requirements, the Party owning these facilities will allow the other Party to read the meter by means of the existing telemetering and communications facilities. The other Party will 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.
- 7.5. In the event that metering, telemetering, or communications facilities are no longer required by the ERCOT Protocols and the Party owning these facilities does not wish to continue to operate and maintain these facilities, the owning Party may remove these facilities three (3) months after it has notified in writing the other Party of its plans. If these facilities that are no longer required by the ERCOT Protocols fail to operate accurately and/or the owning Party does not wish to maintain these facilities, the other Party will be allowed to purchase at net book value, replace, own, operate, and maintain these facilities at its cost.

8. COMMUNICATION AND TELEMETERING FACILITIES

- 8.1 Unless specified otherwise in another written agreement between the Parties, each Party will provide, at its own expense, the necessary communication and telemetering facilities needed for the control and operation of its System.
- 8.2 All communication and telemetering facilities required herein will be selected, installed, tested, operated, and maintained by the Party owning such equipment in accordance with Good Utility Practice and the ERCOT Requirements.

9. **INDEMNIFICATION**

- 9.1. "Losses" means (i) demands, claims, actions, suits, investigations, and legal or other proceedings brought against an indemnified Party by an unrelated third party, and any judgments or assessments, fines, or penalties rendered therein or any settlements thereof, and (ii) all liabilities, damages, losses, judgments, penalties, taxes, assessments, costs, and expenses incurred or suffered by a Party hereto including reasonable attorney's fees (other than those computed on a contingency fee basis), court costs, and other documented out-of-pocket litigation expenses reasonably incurred by any indemnified Party or Parties, to the extent not reimbursed or paid for by insurance. However, "Losses" excludes any special, incidental, indirect, punitive, exemplary, or consequential damages (including but not limited to damages for loss of use of equipment, lost business opportunities or profits, or damage to reputation) whether arising in connection with or resulting from a breach of or default under this Agreement or arising in connection with or resulting from the design, materials, workmanship, condition, operation, use, performance, repair, or maintenance of a Party's facilities, whether or not the defaulting Party has been advised of the possibility of such loss or damage, except to the extent payments on account of or relating to such loss or damage are made to a third party. In all cases in which a Person is entitled to be indemnified in accordance with this Agreement, such indemnified Party will be under a duty to take all commercially reasonable measures to mitigate all Losses
- 9.2. IT IS THE SPECIFIC AND EXPRESS INTENT AND THE AGREEMENT OF THE PARTIES THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WILL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE OTHER PARTY, AND ITS SUCCESSORS, PERMITTED ASSIGNS, CORPORATE AFFILIATES, AND ITS AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, PARTNERS (GENERAL AND LIMITED), OFFICERS, DIRECTORS, MANAGERS, TRUSTEES, EMPLOYEES, AGENTS, ATTORNEYS, CONSULTANTS, SERVANTS AND REPRESENTATIVES (EACH AN "INDEMNIFIED PARTY") FROM ANY AND ALL LOSSES ASSERTED AGAINST, RESULTING TO, IMPOSED **UPON** OR INCURRED BY THE **INDEMNIFIED PARTY DIRECTLY OR INDIRECTLY, AS A RESULT OF** (I) A CLAIM MADE BY A THIRD PARTY TO THE EXTENT ARISING **OUT OF THIS AGREEMENT OR THE ACTIVITIES OF THE PARTIES** HEREUNDER AND RESULTING FROM OR ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE **PARTY FROM WHOM INDEMNITY IS SOUGHT (THE "INDEMNIFYING** PARTY") OR ITS CORPORATE AFFILIATES OR ANY OF ITS OR THEIR **RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, TRUSTEES,** EMPLOYEES, AGENTS, ATTORNEYS, CONSULTANTS, SERVANTS AND REPRESENTATIVES OR (II) A CLAIM BY ANY EMPLOYEE OF THE OTHER PARTY OR ANY OF ITS CORPORATE AFFILIATES (OR

BY A CLAIMANT FOR THE WRONGFUL DEATH OF SUCH AN EMPLOYEE) IF SUCH CLAIM OR THE RECOVERY OF DAMAGES BY SUCH PERSON WAS OR WOULD BE LIMITED OR BARRED BY THE APPLICABLE WORKERS' COMPENSATION LAWS (WHETHER OR NOT A WORKERS' COMPENSATION CLAIM IS MADE BY SUCH PERSON AGAINST THE PERSON'S EMPLOYER OR ITS CORPORATE AFFILIATE).

- 9.3. Any indemnified Party will give the appropriate indemnifying Party prompt written notice of any third party claim which may give rise to any indemnity obligation under this Article 9, together with the estimated amount of such claim, and the indemnifying Party will have the right to assume the defense of any such claim through counsel of its own choosing (reasonably satisfactory to the indemnified Party), by so notifying such indemnified Party within sixty (60) days of receipt of written notice under this Section 9.3. Failure to give prompt notice will not affect the indemnification obligations hereunder in the absence of actual prejudice. If any indemnified Party desires to participate in any such defense assumed by the indemnifying Party, it may do so at its sole cost and expense but the indemnifying Party will retain control of any assumed defense. The indemnified Party and its Corporate Affiliates will fully cooperate with (and cause it directors, managers, officers, employees, and representatives to fully cooperate with) the indemnifying Party in the defense of any such claim.
- 9.4. No indemnifying Party will, without the prior written consent of the indemnified Party (which will not be unreasonably withheld), settle, compromise, or offer to settle or compromise any claim or demand on a basis which would result in the imposition of a consent order, injunction, or decree which would restrict the future activity or conduct of the indemnified Party or any Corporate Affiliate thereof or if such settlement or compromise does not include an unconditional release of the indemnified Party for any liability arising out of such claim or demand.
- 9.5. Assumption of the defense of any matter by the indemnifying Party shall not constitute a waiver by such indemnifying Party of its right to claim at a later date that such third party claim for which the defense was assumed is not a proper matter for indemnification pursuant to this Article 9; provided, however, that if the indemnifying Party at any time determines that such claim is not a proper matter for indemnification pursuant to this Article 9, such indemnifying Party shall (i) immediately notify the indemnified Party, (ii) turn over defense of the indemnified claim and all relevant documents and information to the indemnified Party and (iii) reasonably cooperate in the transition of such defense to the indemnified Party, in each case if so requested by the indemnified Party.
- 9.6. Subrogation. In the event that an indemnifying Party pays all or any portion of a third party claim or demand concerning which the indemnified Party submits a claim for indemnification pursuant to this Article 9, the indemnifying Party will be

subrogated to any and all defenses, claims, or other matters which the indemnified Party asserted or could have asserted against the third party making such claim or demand, and all related cross-claims which the indemnified Party asserted or could have asserted against other Persons. The indemnified Party will execute and deliver to the indemnifying Party (at the indemnifying Party's expense) such documents as may be reasonably necessary to establish by way of subrogation the ability of the indemnifying Party to assert such defenses, claims, cross-claims, or other matters.

- 9.7. Survival of Indemnification Obligations. The provisions of this Article 9 will survive a termination of this Agreement.
- 9.8. Notwithstanding Sections 9.2, to the extent that any claim relates to or arises from any act, omission, event, or circumstance in the performance by AEP or one of its Corporate Affiliates under that certain Services Agreement between ETT and American Electric Power Service Corporation, a New York corporation, dated as of December 21, 2007 (the "Services Agreement"), the Parties' obligations to indemnify each other under this Article 9 will be governed by the indemnification obligations set forth in Article 12 of the Services Agreement in lieu of their obligations to indemnify each other under Section 9.2 of this Agreement.

10. LIMITATION OF LIABILITY

Except for claims of fraud or to extent expressly provided herein, neither Party will be liable to the other for any special, incidental, indirect, punitive, exemplary, or consequential damages (including but not limited to damages for loss of use of equipment, lost business opportunities or profits, or damage to reputation), even if the defaulting Party was aware of the possibility of such damages, regardless of the theory of liability under which such damages are sought.

11. FORCE MAJEURE

Excuse for Force Majeure Event. If, because of a Force Majeure Event, either Party is rendered wholly or partly unable to perform its obligations under this Agreement (other than any obligation to pay money), that Party will be excused from whatever performance is affected by the Force Majeure Event (other than any obligation to pay money) to the extent affected provided that:

- 11.1. The non-performing Party oversees any interruption in its activities resulting from the Force Majeure Event in accordance with Good Utility Practice (to the extent practicable in light of the Force Majeure Event);
- 11.2. The non-performing Party, within ten (10) days after the occurrence of the Force Majeure Event, gives the other Party written notice describing the particulars of the occurrence;
- 11.3. The suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- 11.4. The non-performing Party uses its reasonable efforts to remedy its inability to perform (provided, however, that no Party will be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood that the settlement of strikes, walkouts, lockouts or other labor disputes will be at the sole discretion of the Party having the difficulty); and
- 11.5. When the non-performing Party is able to resume performance of its obligations under this Agreement, that Party will give the other Party written notice to that effect.

12. ASSIGNMENT

- 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. Neither Party shall assign its interest in this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, provided that neither Party will be required to consent to any assignment which would, in its sole judgment and among other reasons, subject it to additional federal or state regulation, result in the imposition of additional costs of administration which the Party requesting consent to assignment does not agree to reimburse, or in any way diminish the reliability of its System, enlarge its obligations or otherwise create or maintain an unacceptable condition. The respective obligations of the Parties under this Agreement may not be changed, modified, amended, or enlarged, in whole or in part, by reason of the sale, merger, or other business combination of either Party with any other person or entity. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, its interest in this Agreement, in whole or in part, to a successor to all or a substantial portion of the Party's transmission 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.

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.

13. GOVERNING LAW AND REGULATION

- 13.1. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS EXCEPT AS TO MATTERS EXCLUSIVELY CONTROLLED BY THE CONSTITUTION AND STATUTES OF THE UNITED STATES OF AMERICA. This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, rules, and regulations of duly constituted regulatory authorities having jurisdiction.
- 13.2. In the event that a regulatory authority having jurisdiction over the Parties orders a material change in the terms of this Agreement, or there is another material change in Applicable Law affecting the performance, rights, or obligations of the Parties hereunder, the affected Party will be excused from the performance of that duty or obligation, and 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. Neither Party will have an obligation to agree to any amendment that would materially change the risks and benefits (including after-tax benefits) of this Agreement to that Party or change the accounting treatment that is applied by that Party to transactions under this Agreement. 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 will not affect either Party's duty to perform prior to the effective date of termination.
- 13.3. In the event any part of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall constitute a binding agreement between the Parties; provided, however, that if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason of any provision or application being finally determined to be invalid, illegal, or unenforceable, that Party may terminate this Agreement upon sixty (60) days prior written notice to the other Party. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

14. DISPUTE RESOLUTION

14.1. Except to the extent that a dispute is subject to the dispute resolution procedures in the PUCT Rule 25.203, in the event that the Parties are unable to resolve any dispute under this Agreement within sixty (60) days, the President of MidAmerican Energy

Holdings Company and the President of American Electric Power Service Corporation shall meet to attempt to resolve any such dispute in good faith.

15. JOINT OPERATING COMMITTEE.

The Parties may establish and maintain a Joint Operating Committee to coordinate operating and technical considerations of this Agreement upon the request of either Party. Each Party shall each appoint one representative and one alternate to the Joint Operating Committee. Each Party shall notify the other of its appointment in writing. Such appointments may be changed at any time by similar notice. The Joint Operating Committee shall meet as necessary to carry out its duties. The Joint Operating Committee shall hold a meeting at the request of either Party, at a time and place agreed upon by the representatives. The Joint Operating Committee shall perform all of its duties consistent with the provisions of this Agreement. Each Party shall cooperate in providing to the Joint Operating Committee all information required in the performance of the Joint Operating Committee, shall be evidenced in writing. The duties of the Joint Operating Committee shall be to address all interconnection matters not addressed by the substantive rules promulgated by the PUCT and the ERCOT Requirements.

16. **GENERAL PROVISIONS**

- 16.1. Confidentiality.
 - 16.1.1. A Party's "<u>Confidential Information</u>" collectively includes any proprietary information or knowledge possessed by that Party which is confidential and commercially valuable, whether or not it constitutes a trade secret under applicable law, including without limitation: all facility records and metering data.
 - 16.1.2. Each Party agrees that it will hold in strict confidence and will not disclose or use except in connection with the performance of this Agreement any Confidential Information belonging to the other Party hereto for the period ending three (3) years after termination of this Agreement; provided, however, that the Parties will disclose Confidential Information to the extent such disclosure is necessary or convenient as part of any regulatory proceeding in which either Party or its PURA Affiliates are a Party subject to a protective order or such other remedy as the disclosing Person may consider appropriate in the circumstances; and further provided, that each Party will provide such Confidential Information only to its respective officers, employees, Corporate Affiliates, PURA Affiliates, agents, lenders, attorneys, and other advisors (collectively "Representatives") for purposes of pursuing the business of the Party and meeting its obligations and exercising its rights hereunder, provided that the Representatives shall be informed of the confidentiality obligations provided herein. Each Party

agrees to be responsible for any breach of the confidentiality obligations under this Agreement by its Representatives.

- Notwithstanding anything to the contrary in this Section 16.1, Confidential 16.1.3. Information will not include information that: (a) has become part of the public domain other than by acts or omissions of the recipient or its Representatives, (b) to the recipient's knowledge has been furnished or made known to the recipient by third Persons (other than those acting on behalf of the disclosing Party) as a matter of legal right and without restriction on disclosure or use, (c) was in the recipient's possession prior to disclosure by the disclosing Party and was not previously acquired by the recipient or its Representatives directly or indirectly from the disclosing Party, (d) is independently developed by Representatives of the recipient without access to Confidential Information, (e) is required to be disclosed by stock exchange requirements. (f) is necessary or otherwise reasonably deemed appropriate in connection with any dispute resolution commenced pursuant to this Agreement or any litigation commenced in respect of this Agreement, (g) is disclosed to an entity whose primary business is the issuance of credit ratings, provided the information is disclosed pursuant to a confidentiality agreement (which agreement shall be no less restrictive than the recipient's obligations under this Agreement) and is disclosed solely for the purpose of developing a credit rating and the entity's ratings are publicly available or (h) is disclosed to a prospective purchaser of an interest in the Party, provided the information is disclosed pursuant to a confidentiality agreement (which agreement shall be no less restrictive than the recipient's obligations under this Agreement) and is disclosed on a need to know basis.
- 16.1.4. Under circumstances other than those provided in Section 16.1.2, if any Party to whom Confidential Information is transmitted is required pursuant to Applicable Law or otherwise becomes legally compelled to disclose any of the Confidential Information or the fact that the Confidential Information has been made available to the recipient, such Party will (unless prohibited by law from doing so) promptly advise the disclosing Party in order that the disclosing Party may seek a protective order or such other remedy as the disclosing Party may consider appropriate in the circumstances. In any event, the compelled Party may disclose only that portion of the Confidential Information which such Party is legally required to disclose in the judgment of the Party's legal counsel without any liability to the compelled Party hereunder and such disclosure shall not be a breach of this Section 16.

The provisions of this Section 16.1 will survive a termination of this Agreement.

16.2. Notice Provisions.

Any notice required or permitted under this Agreement may be given by personal delivery to the Party entitled thereto, by electronic mail, by any courier service which guarantees overnight, receipted delivery, or by U.S. Certified or Registered Mail, return receipt requested, addressed to the Party entitled thereto, at:

Robert I. Dennyhalter Director of System Interconcections
Robert L. Pennybaker, Director of System Interconnections
American Electric Power Service Corporation
212 E. 6 th Street
Tulsa, OK 74119
Telephone No.: 918-599-2723
rlpennybaker@aep.com and <ercotrequest@aep.com></ercotrequest@aep.com>
Michael M. Macias, Vice President
400 W. 15 th Street, Suite 800
Austin, TX 78701-1677
Telephone No.: 512-391-6311
mmacias@aep.com
Steven R. Weiss
If for delivery by FEDEX or other express delivery:
MidAmerican Energy Holdings Company
666 Grand Ave., Suite 500
Des Moines, Iowa 50306-0657
or if delivery by United States Postal Service:
MidAmerican Energy Holdings Company
PO Box 657
Des Moines, IA 50306-0657
Telephone No.: 515-281-2644

Any notices will be sent to the address or electronic mail when permitted as specified in this Agreement or to such other address or electronic mail for a Party as it may specify in writing to the other Parties from time to time. Any notice properly given to the proper address will be deemed to have been given when dispatched.

The provisions of this Section 16.2 will survive a termination of this Agreement.

16.3. Further Acts.

In addition to the acts recited in this Agreement to be performed by the Parties hereto, each Party agrees to execute and deliver such additional agreements and documents and take such additional actions as are consistent with the provisions of this Agreement and may be reasonably necessary or appropriate in connection with the transactions contemplated hereby, as reasonably requested by another Party hereto.

16.4. Amendment.

No amendment to this Agreement will be valid or binding unless and until reduced to writing and executed by each Party's authorized representative.

16.5. Merger and Integration; Binding on Successors; No Third Party Beneficiaries.

This Agreement sets out the entire understanding of the Parties with respect to the matters it purports to cover and supersedes all prior communications, agreements, and understandings, whether written or oral, concerning such matters. No Party will be liable or bound to any Party in any manner by any warranties, representations, or covenants other than those set forth in this Agreement. The terms and conditions of this Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

The provisions of this Section 16.5 will survive a termination of this Agreement.

16.6. Survival.

Any provision specifically designated in this Agreement to survive the termination hereof and (unless otherwise expressly provided) any other provision which, by its nature, necessarily may become performable by a Party after termination of this Agreement will survive termination of this Agreement.

16.7. Forbearance and Waiver.

Except where a specific time period is provided hereunder for the exercise of a right or remedy, any Party's forbearance in the exercise or enforcement of any right or remedy under this Agreement will not constitute a waiver thereof, and a waiver under one circumstance will not constitute a waiver under any other circumstance.

The provisions of this Section 16.7 will survive a termination of this Agreement.

16.8. Partial Invalidity.

Any invalidity, illegality, or unenforceability of any provision of this Agreement in any jurisdiction will not invalidate or render illegal or unenforceable the remaining provisions hereof in such jurisdiction and will not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

16.9. Venue; Waiver of Right to Jury Trial.

The Parties agree and consent to the jurisdiction and venue of any state or federal court sitting in Travis County, Texas. To the fullest extent permitted by law, and as separately bargained-for consideration, each Party hereby waives any right to trial by jury in any

action, suit, proceeding, or counterclaim of any kind arising out of or relating to this Agreement.

16.10. Construction.

This Agreement was prepared jointly by the Parties, and no rule that it be construed against the drafter will have any application in its construction or interpretation.

16.11. Multiple Counterparts.

This Agreement may be executed by the Parties in multiple original counterparts, and each such counterpart will constitute an original hereof.

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

−¤ AH AEP Texas Inc. Docusigned by: By: Robert W Bradish CE4ED3037D3440A...

Name: Robert W. Bradish Title: Vice President

7/29/2022 | 1:03 PM EDT Date: **Electric Transmission Texas, LLC**

DocuSigned by: 300 Fri By

Name: Kip M. Fox Title: President

Date: _^{7/23/2022 | 6:14} AM PDT

EXHIBIT 1.1 DEFINITIONS

Terms defined in this Exhibit 1.1 will have the meanings set forth in this Exhibit.

<u>TERM</u>

DEFINITION

- 1.AEPAs defined in the first paragraph hereof.
- 2. Agreement As defined in the first paragraph hereof.
- 3. Applicable Law Any statute, law, ordinance, executive order, rule, or regulation (including a regulation that has been formally promulgated in a rule making proceeding but, pending final adoption, is in proposed or temporary form having force of law); guideline or notice having force of law; or approval, permit, license, franchise, judgment, order, decree, injunction, or writ of any Governmental Authority applicable to a specified Person or specified property, as in effect from time to time.
- 4. Confidential Information As defined in Section 16.1.1.
- 5. Corporate Affiliate A "Corporate Affiliate" of a Person is any Person directly or indirectly controlling, controlled by, or under common control with the first such Person. For the purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities or other management rights, by contract, or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.
- Creditworthy
 A Person with a Credit Rating for senior unsecured debt of at least "BBB-" from Standard & Poor's Ratings Group (a division of McGraw Hill, Inc.) or at least "Baa3" from Moody's Investors Services, Inc.
- 7. Distribution Facilities
 (i) facilities and equipment with an operating voltage below 60kV, (ii) all facilities and equipment functioning exclusively as protective, metering, or control devices for facilities and equipment with an operating voltage below 60kV, and (iii) facilities and equipment functioning exclusively in support of the operation or maintenance of facilities and equipment with an operating voltage below 60kV.

8.	ERCOT	The Electric Reliability Council of Texas, Inc., or its successor in function.
9.	ERCOT Requirements	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.
10.	ETT	As defined in the first paragraph hereof
11.	Facility Schedule(s)	The schedule(s) to this Agreement that identify the Point(s) of Interconnection and describe the agreement on ownership, control, operation, and maintenance responsibilities of the Parties at the Point(s) of Interconnection and any additional terms and conditions of this Agreement that apply specifically to the Point(s) of Interconnection.
12.	FERC	The Federal Energy Regulatory Commission or its successor in function.
13.	Force Majeure Event	An event reasonably beyond the control of the Party affected, which with the exercise of reasonable diligence could not reasonably be prevented, avoided or removed by such affected Party, which causes such Party to be delayed in performance of, or unable to perform, its obligations under this Agreement (other than any obligation for the payment of money). Such causes may include, to the extent they meet the foregoing criteria, condemnation; expropriation; invasion; plague; drought; landslide, hurricane, flood; lightning; tornado; storm, earthquake; fire; explosion; epidemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to a Party's facilities caused by third parties; inability of a Party to gain access to real property as necessary to perform this Agreement (except to the extent that the failure to gain access is the result of the acts or omission of the Party seeking access or its Corporate Affiliates), riot or similar civil disturbance or commotion; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; a change in law as described in Section 13.2; actions of a Governmental Authority (other than in respect of Party's compliance with Applicable Laws and Permits required in connection with

Party's performance under this Agreement); and national and general labor strikes or work stoppages. Force Majeure shall also include failure of subcontractors of a Party to perform in a timely manner due to Force Majeure affecting such subcontractors and provided that reasonable attempts are made to obtain such performance at commercially reasonable rates.

- 14. Good Utility Practice Shall have the meaning described in the PUCT Rule 25.5 or its successor.
- 15. Governmental Authority Any federal, state, foreign, tribal, local, or municipal governmental body; and any governmental, regulatory, or administrative agency, commission, body, agency, instrumentality, or other authority exercising or entitled to exercise any executive, judicial, legislative, administrative, regulatory, or taxing authority or power, including any court or other tribunal.
- 16. Indemnified Party As defined in Section 9.2.
- 17. Indemnifying Party As defined in Section 9.2.
- 18. Losses As defined in Section 9.1.
- 19.NERCThe North American Electric Reliability Corporation or its
successor electric reliability organization.
- 20. NERC Reliability The mandatory electric reliability standards established and enforced by NERC.
- 21. O &M Service Provider As defined by Section 5.1 of the Services Agreement
- 22. Person Any individual, corporation, partnership, limited liability company, other business organization of any kind, association, trust, or governmental entity, agency, or instrumentality.
- 23. Point(s) of The Point(s) of Interconnection established under this Agreement, and future Point(s) of Interconnection that may be established under this Agreement, at which the Systems of the Parties are connected or may be (i) connected by the closure of normally open switches and (ii) metering points of delivery on a Party's System.
- 24. PUCT The Public Utility Commission of Texas or its successor in

function.

- 25. PURA The Public Utility Regulatory Act in the Texas Utilities Code.
- 26. PURA Affiliate As defined in Sections 11.003(2) and 11.006 of PURA.
- 27. Representative As defined in Section 16.1.2.
- 28. Services Agreement As defined in Section 9.8.
- 29. Shared Facilities Perimeter entry gates; fire control equipment; HVAC; direct current batteries and charger; alternating current station service transformer; alternating current station service breaker panel; instrument transformers; ground grid; foundations; cable tray, trench or raceway or conduit bank; lighting; lightning rods and statics; spill prevention and retention facilities.
- 30. System The electrical transmission and/or distribution facilities and equipment of either Party
- 31. Telecommunication Facilities

The following facilities located in a substation or on a transmission line: (i) fiber system facilities: optical ground wire cable, entrance fiber cable, fiber distribution panels, and other associated fiber strand terminating equipment, and components that complete a fiber circuit inside a substation; (ii) substation MUX system facilities: multiplex and associated interface equipment used for line protection relaying, station telephone, supervisory control, and circuit monitoring; (iii) telecom MUX system facilities: multiplex and associated interface equipment used to terminate or regenerate circuits associated with non-relaying (power System protective) circuits for communication to support operations and general business communications; (iv) broadband power line system facilities: equipment to enable signal transmission and processing by means of broadbandover-power line technology; (v) wireless system facilities: multiple address systems equipment, microwave equipment, mobile radio equipment, Wi-Fi equipment, and other wireless communication equipment, and associated antenna support equipment; and (vi) transmission remote terminal unit facilities: remote telemetry units used to manage the operation and control of substations and transmission lines.

SCHEDULE 3.2(A)

Northern Division

Facility Schedules and Points of Interconnection

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FACILITY SCHEDULE NO. 1

1. Name: Nicole

- 2. Facility Location: ETT's Nicole Switching Station ("<u>ETT Station</u>") is located in Coke County, approximately 44 miles southwest of Abilene, Texas. The Point of Interconnection is located at the dead-end structure within the ETT Station. More specifically, the Point of Interconnection is located where the ETT jumper conductors from the ETT station equipment connect to the conductors of AEP's Red Creek to Nicole 138 kV transmission line.
- **3. Delivery Voltage:** 138 kV
- 4. Normal Operation of Interconnection: Closed
- 5. One-Line Diagram Attached: Yes

6. Facility Ownership Responsibilities of the Parties:

A. AEP agrees that it owns the following facilities:

- i. the Red Creek to Nicole 138 kV transmission line
- ii. the Telecommunication Facilities

B. ETT agrees that it owns the following facilities:

- i. the ETT Station and all the facilities within it, except the AEP facilities identified in Section 6.A above
- ii. the jumper conductors from the ETT Station equipment to the terminal connector on AEP's Nicole to Red Creek 138 kV transmission line
- iii. approximately 20.2 miles of 138 kV transmission line conductors from the ETT Station to the Bluff Creek substation, including static wire and optical ground wire ("<u>OPGW</u>") fiber elements, subject to AEP's rights to use certain of the included fibers under that certain AEP Texas North Company IRU Agreement ("<u>IRU Agreement</u>") dated March 29, 2010 by and between AEP and ETT, as may be amended from time to time
- iv. OPGW fiber cable entrance facilities and fiber distribution panel associated with the Bluff Creek to Nicole 138 kV transmission line
- v. the jumper conductors from the ETT Station equipment to the terminal connector on the Nicole to Bluff Creek 138 kV transmission line
- vi. approximately 2.4 miles of 138 kV transmission line conductors from the ETT Station to the Oak Creek substation, including static wire and OPGW fiber elements, subject to AEP's rights to use certain of the included fibers under the IRU Agreement
- vii. OPGW fiber cable entrance facilities and fiber distribution panel associated with the Oak Creek to Nicole 138 kV transmission line

viii. the jumper conductors from the ETT Station equipment to the terminal connector on the Nicole to Oak Creek 138 kV transmission line

7. Facility Operation Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

8. Facility Maintenance Responsibilities of the Parties:

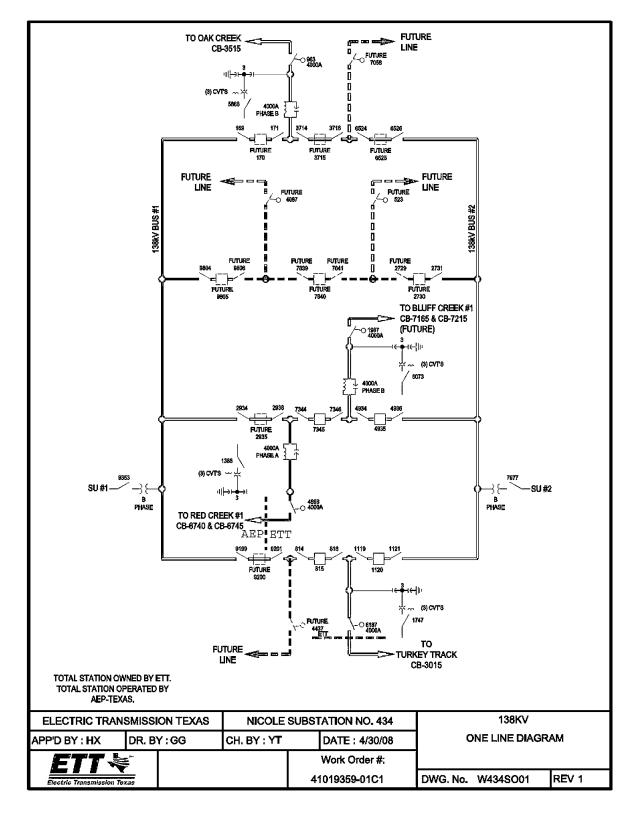
Each Party is responsible for maintenance of the facilities it owns.

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None

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FACILITY SCHEDULE NO. 1 (continued) One-Line Diagram

FACILITY SCHEDULE NO. 2

1. Name: Bluff Creek

2. Facility Location: AEP's Bluff Creek Substation ("<u>AEP Substation</u>") is located in Taylor County at 14257B Hwy 277S near Wingate, TX. The Point of Interconnection is located at the dead-end structure within the AEP Substation. More specifically, the Point of Interconnection is located where the AEP jumper conductors from the AEP Substation equipment connect to the conductors of ETT's Bluff Creek to Nicole 138 kV transmission line.

3.	Delivery Voltage:	138 kV
4.	Normal Operation of Interconnection:	Closed
5.	One-Line Diagram Attached:	Yes

6. Facility Ownership Responsibilities of the Parties:

A. AEP agrees that it owns the following facilities:

- i. the AEP Substation, including all the facilities within it
- ii. the jumper conductors from the AEP Substation equipment to ETT's Bluff Creek to Nicole 138 kV transmission line

B. ETT agrees that it owns the following facilities:

- i. approximately 20.2 miles of 138 kV transmission line conductors from the Nicole substation to the AEP Substation, including static wire and optical ground wire ("<u>OPGW</u>") fiber elements, subject to AEP's rights to use certain of the included fibers under that certain AEP Texas North Company IRU Agreement ("<u>IRU</u> <u>Agreement</u>") dated March 29, 2010 by and between AEP and ETT, as may be amended from time to time
- ii. OPGW fiber cable entrance facilities and fiber distribution panel associated with ETT's Bluff Creek to Nicole 138 kV transmission line

7. Facility Operation Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

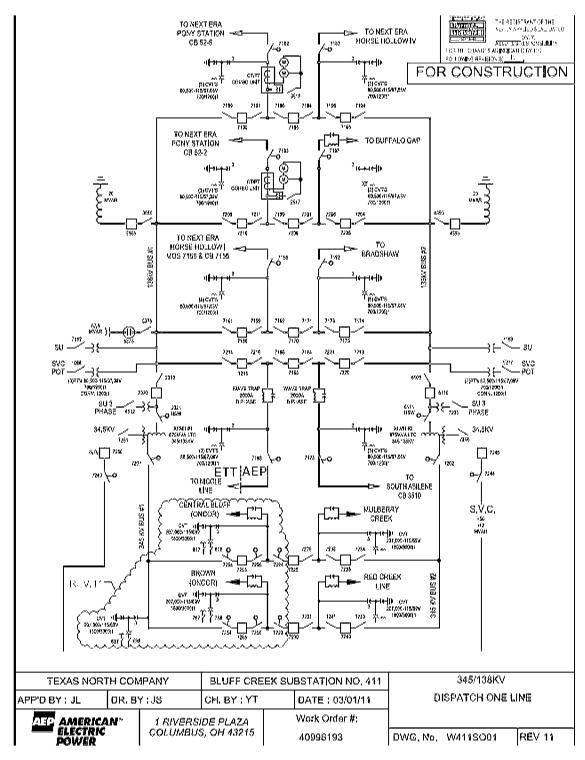
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 2 (continued) One-Line Diagram

1. Name: Oak Creek

- 2. Facility Location: AEP's Oak Creek Substation ("<u>AEP Substation</u>") is located in Coke County at 1401 S State Hwy 70 near Blackwell, Texas. The Point of Interconnection is located at the dead-end structure within the AEP Substation where the conductors from the AEP Substation equipment connect to the conductors of ETT's Oak Creek to Nicole 138 kV transmission line.
- **3. Delivery Voltage:** 138 kV
- 4. Normal Operation of Interconnection: Closed
- 5. One-Line Diagram Attached: Yes

6. Facility Ownership Responsibilities of the Parties: A. AEP agrees that it owns the following facilities:

- i. the AEP Substation, including all the facilities within it
- ii. the conductors from the AEP Substation equipment to ETT's Oak Creek to Nicole 138 kV transmission line

B. ETT agrees that it owns the following facilities:

- i. the Oak Creek to Nicole 138 kV transmission line
- approximately 2.4 miles of 138 kV transmission line conductors from the Nicole Switch station to the AEP Substation, including static wire and optical ground wire ("<u>OPGW</u>") fiber elements, subject to AEP's rights to use certain of the included fibers under certain AEP Texas North Company IRU Agreement dated March 29, 2010 by and between AEP and ETT, as may be amended from time to time
- iii. OPGW fiber cable entrance facilities and fiber distribution panel associated with ETT's Oak Creek to Nicole 138 kV transmission line

7. Facility Operation Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

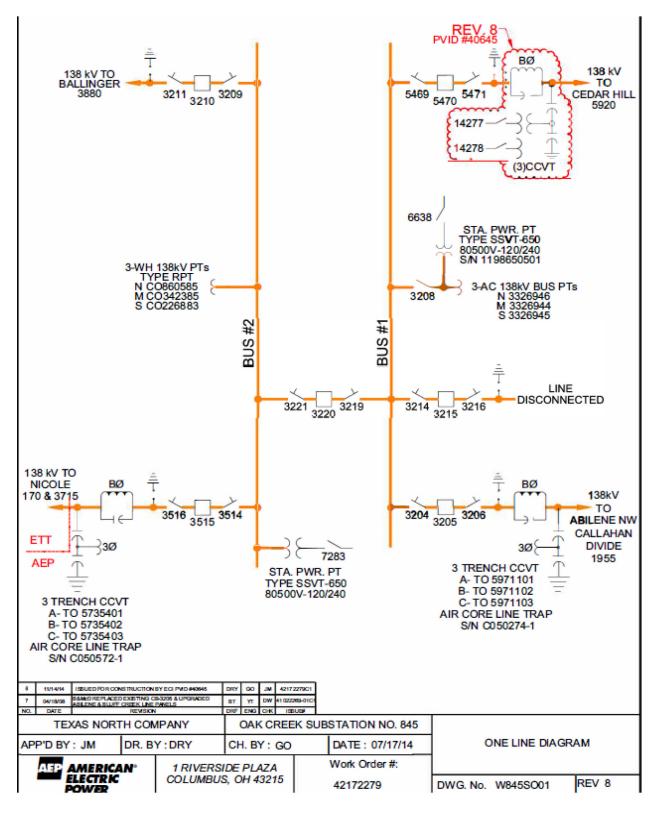
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



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

1. Name: Firerock PST

- 2. Facility Location: ETT's Firerock PST Station ("<u>ETT Station</u>") is located in the LCRA Transmission Service Corporation Santa Anna to Brownwood 138 kV transmission line near Santa Anna, Texas in Coleman County. There are no Points of Interconnection at this location. AEP and ETT have transmission facilities within this substation that are not electrically interconnected.
- 3. Delivery Voltage: NA
- 4. Normal Operation of Interconnection: NA
- 5. One-Line Diagram Attached: Yes

6. Facility Ownership Responsibilities of the Parties: A. ETT agrees that it owns the following facilities:

- i. all of the 138 kV facilities in the ETT Station other than the Telecommunication Facilities
- ii. the phase shifting transformer ("<u>PST</u>") within the ETT Station
- iii. one (1) remote terminal unit ("<u>RTU</u>") for the PST
- iv. a four-wire RTU communication circuit from the ETT Station to the AEP control center

B. AEP agrees that it owns the following facilities:

- i. all of the 69 kV facilities within the ETT Station, including the 69 kV metering equipment
- ii. one (1) RTU within the ETT Station

7. Facility Operation Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

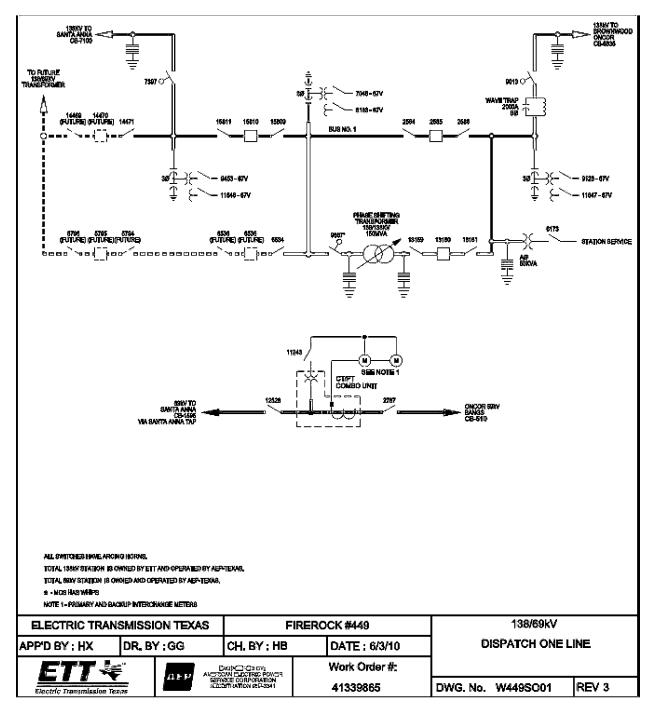
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 4 (continued) One-Line Diagram

1. Name: Santiago

2. Facility Location: ETT's Santiago Switching Station ("ETT Station") is located in Tom Green County, approximately 20 miles north of the Eldorado Live Oak substation and approximately 7 miles south of Christoval, Texas near the intersection of Duff Road and US Highway 277. There are two (2) Points of Interconnection located at the ETT Station where: 1) the AEP San Angelo Power Station ("SAPS") 138 kV transmission line terminate on the box bay structure, and 2) the AEP Eldorado Live Oak 138 kV transmission line terminate on the box bay structure. More specifically, the Points of Interconnection is located where the ETT jumper conductors from the ETT Station switches (7588 and 9223) connect to the conductors of AEP's 138 kV transmission lines.

3.	Delivery Voltage:	138 kV
J.	Denvery vonage.	150 K V

- 4. Normal Operation of Interconnection: Closed
- 5. **One-Line Diagram Attached:** Yes

6. Facility Ownership Responsibilities of the Parties:

A. ETT agrees that it owns the following facilities:

- i. the ETT Station and all the facilities within it, except the facilities owned by AEP below
- ii. the two (2) switches (7588 and 9223)

B. AEP agrees that it owns the following facilities:

- i. the SAPS 138 kV transmission line
- ii. the Eldorado Live Oak 138 kV transmission line
- iii. the SAPS 138 kV dead-end structure outsides the ETT Station
- iv. the Eldorado Live Oak 138 kV dead-end structures outside the ETT Station

7. Facility Operation Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

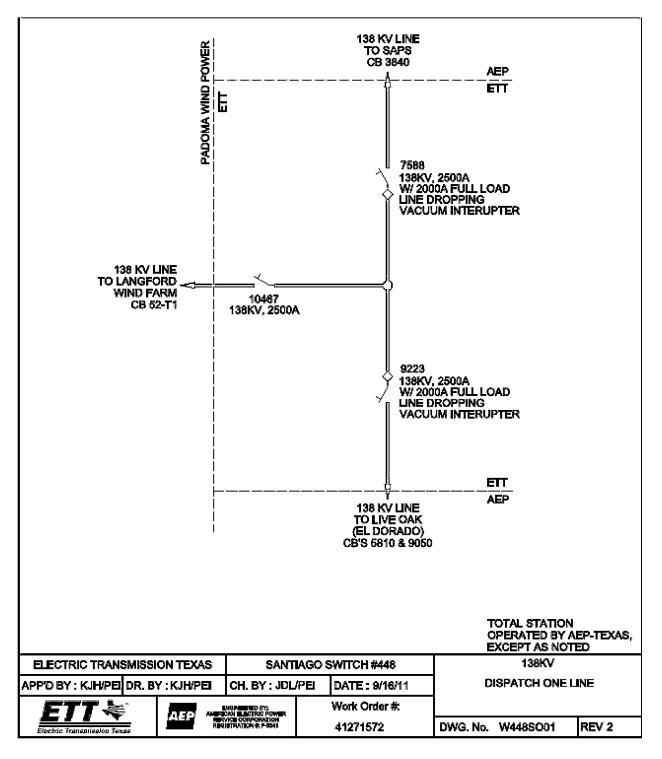
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 5 (continued) One-Line Diagram

1. Name: South Abilene

2. Facility Location: AEP's South Abilene Substation ("<u>AEP Substation</u>") is located in Taylor County at 2418 Waldrop, Abilene, TX. The Point of Interconnection is at the deadend structure within the AEP Substation that terminates ETT's South Abilene to Steamboat 69 kV transmission line where the AEP jumper conductors from the AEP Substation equipment physically contact the connectors on ETT's South Abilene to Steamboat 69 kV transmission line conductors.

3.	Delivery Voltage:	69 kV
4.	Normal Operation of Interconnection:	Closed
5.	One-Line Diagram Attached:	Yes

6. Facility Ownership Responsibilities of the Parties:

A. ETT agrees that it owns the following facilities:

i. the South Abilene to Steamboat 69 kV transmission line

B. AEP agrees that it owns the following facilities:

- i. the AEP Substation and all the facilities within it
- ii. the jumper conductors from the AEP Substation equipment to ETT's South Abilene to Steamboat 69 kV transmission line

7. Facility Operation Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

8. Facility Maintenance Responsibilities of the Parties:

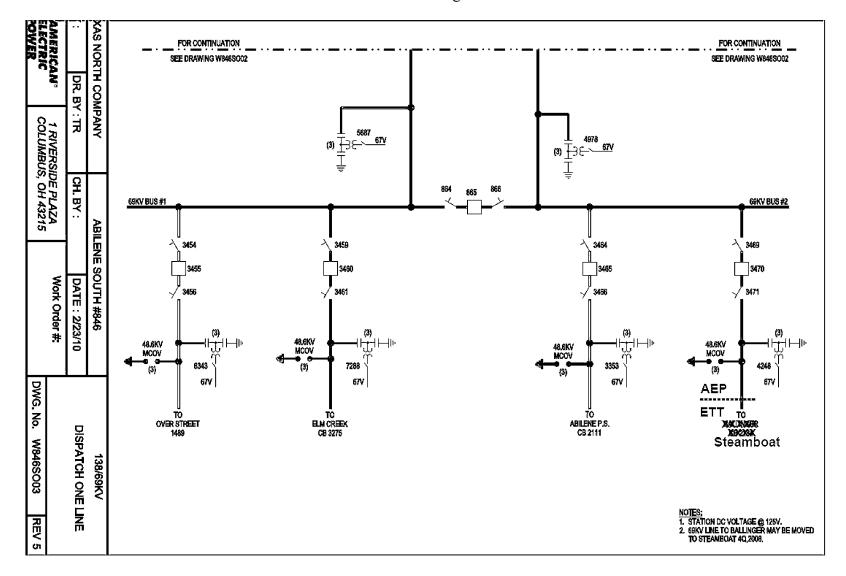
Each Party is responsible for maintenance of the facilities it owns.

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None





1. Name: Cedar Gap

2. Facility Location: AEP's Cedar Gap Substation ("<u>AEP Substation</u>") is located in Taylor County at the intersection of S Hwy 83-84 & CR 147 in Abilene, Texas. There are two (2) Points of Interconnection within the AEP Substation The Points of Interconnection are at 1) the 69 kV dead-end structure within the AEP Substation that terminate ETT's South Abilene 69 kV transmission line, and 2) the 69 kV dead-end structure within the AEP Substation line. More specifically, the Points of Interconnection is located where the AEP jumper conductors from the AEP Substation switches (4143 and 4138) connect to the conductors of ETT's 69 kV transmission lines

3.	Delivery Voltage:	69 kV
J.	Denvery vonage.	07 K

- 4. Normal Operation of Interconnection: Closed
- 5. One-Line Diagram Attached: Yes

6. Facility Ownership Responsibilities of the Parties:

- A. ETT agrees that it owns the following facilities:
 - i. the South Abilene 69 kV transmission line
 - ii. the Steamboat 69 kV transmission line
- iii. the South Abilene 69 kV vertical dead-end structure outside the AEP Substation
- iv. the Steamboat 69 kV vertical dead-end structure outside the AEP Substation

B. AEP agrees that it owns the following facilities:

- i. the AEP Substation and all the facilities within it
- ii. the jumper conductors from the AEP Substation equipment to ETT's South Abilene 69 kV transmission line
- iii. the jumper conductors from the AEP Substation equipment to ETT's Steamboat 69 kV transmission line

7. Facility Operation Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

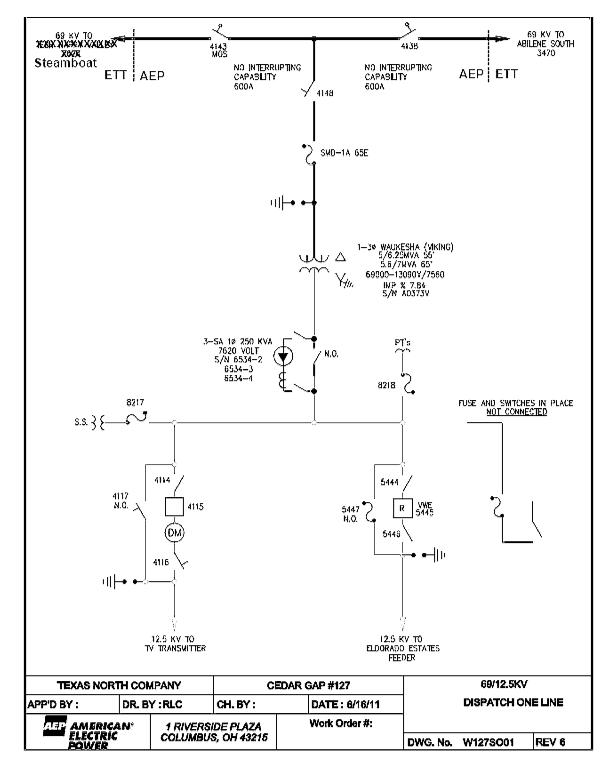
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 7 (continued) One-Line Diagram

1. Name: Tuscola

2. Facility Location: AEP's Tuscola Substation ("<u>AEP Substation</u>") is located in Taylor County at 101 1st Street in Tuscola, Texas. There are two (2) Points of Interconnection within the AEP Substation. The Points of Interconnection are located at: 1) the 69 kV dead-end structure within the AEP Substation that terminate ETT's Steamboat 69 kV transmission, and 2) the 69 kV dead-end structure within the AEP Substation that terminate ETT's 69 kV South Abilene transmission line. More specifically, the Points of Interconnection is located where the AEP jumper conductors from the AEP Substation switches (3303 and 3308) connect to the conductors of ETT's 69 kV transmission lines

3.	Delivery Voltage:	69 kV

4.	Normal Operation of Interconnection:	Closed
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5. One-Line Diagram Attached: Yes

6. Facility Ownership Responsibilities of the Parties:

A. ETT agrees that it owns the following facilities:

- i. the Steamboat 69 kV transmission line
- ii. the South Abilene 69 kV transmission line
- iii. the South Abilene 69 kV vertical dead-end structure outside the AEP Substation
- iv. the Steamboat 69 kV dead-end "H" structure outside the AEP Substation

B. AEP agrees that it owns the following facilities:

- i. the AEP Substation and all the facilities within it
- ii. the jumper conductors from the AEP Substation equipment to ETT's South Abilene 69 kV transmission line
- iii. the jumper conductors from the AEP Substation equipment to ETT's Steamboat 69 kV transmission line

7. Facility Operation Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

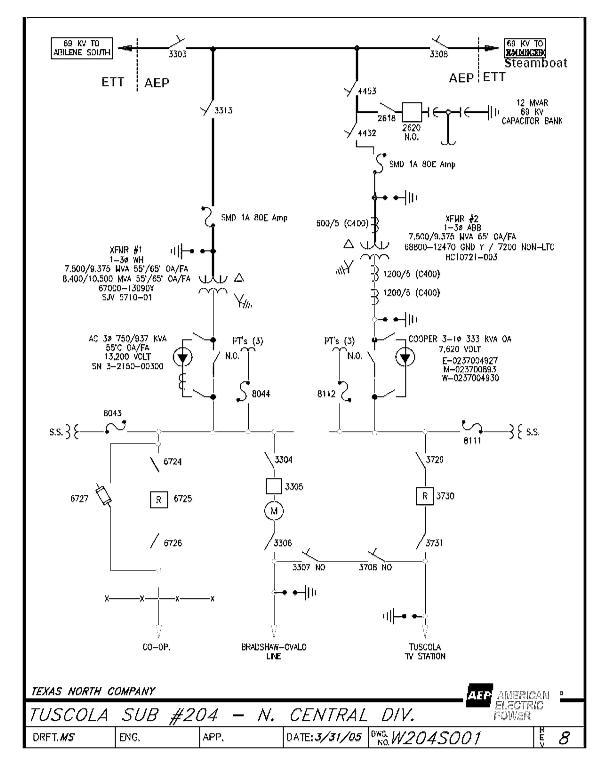
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 8 (continued) One-Line Diagram

1. Name: Winters

2. Facility Location: AEP's Winters Substation ("AEP Substation") is located in Runnels County, on Hwy 83, a quarter (0.25) mile north of FM 1770 in Winters, Texas. There are two (2) Points of Interconnection within the AEP Substation. The Points of Interconnection are at: 1) the 69 kV AEP Substation steel dead-end structure that terminates ETT's Steamboat 69 kV transmission line, and 2) the 69 kV AEP Substation steel dead-end structure that terminates ETT's Ballinger 69 kV transmission line. More specifically, the Points of Interconnection is located where the AEP jumper conductors from the AEP Substation switches (3723 and 3717) connect to the conductors of ETT's 69 kV transmission lines

3.	Delivery Voltage:	69 kV
3.	Delivery Voltage:	69 k

- 4. Normal Operation of Interconnection: Closed
- 5. **One-Line Diagram Attached:** Yes

6. Facility Ownership Responsibilities of the Parties:

- A. ETT agrees that it owns the following facilities:
 - i. the Steamboat 69 kV transmission line
- ii. the Ballinger 69 kV transmission
- iii. the Ballinger 69 kV steel vertical dead-end structure outside the AEP Substation
- iv. the Steamboat 69 kV wood vertical dead-end structure outside the AEP Substation

B. AEP agrees that it owns the following facilities:

- i. the AEP Substation and all the facilities within it
- ii. the jumper conductors from the AEP Substation equipment to ETT's Steamboat 69 kV transmission line
- iii. the jumper conductors from the AEP Substation equipment to ETT's Ballinger 69 kV transmission line
- iv. the motor operated switches (3723 and 3717)

7. Facility Operational Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

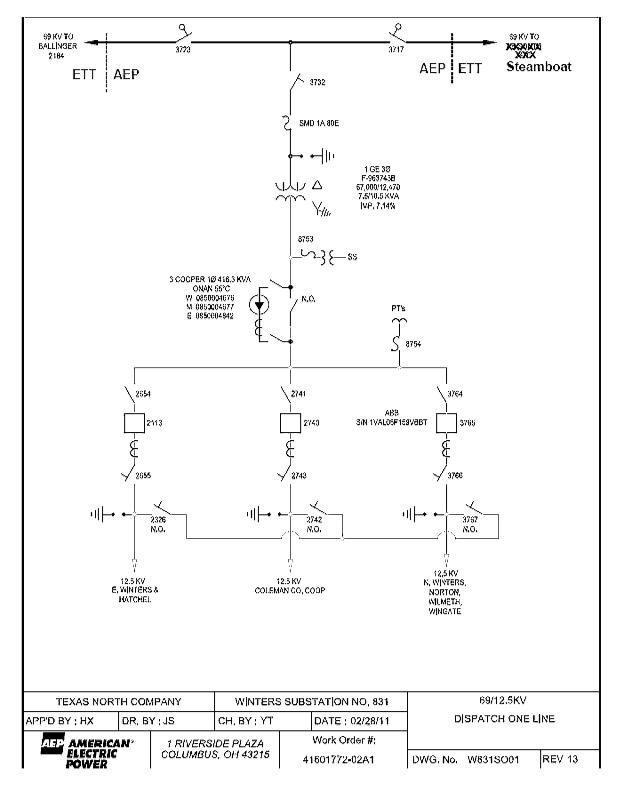
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



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

1. Name: Hatchel

2. Facility Location: AEP's Hatchel Substation ("AEP Substation") is located in Runnels County, on the southwest corner of CR 332 and FM 2887, approximately 5.5 miles north of Ballinger, Texas. The Point of Interconnection is at the AEP Substation 69 kV steel dead-end structure that terminate ETT's slack-span from ETT's Steamboat to Ballinger 69 kV transmission line. More specifically, the Point of Interconnection is located where the AEP jumper conductors from the AEP Substation switch (3137) connect to the conductors of ETT's 69 kV transmission slack-span.

3.	Delivery Voltage:	69 kV
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- 4. Normal Operation of Interconnection: Closed
- 5. **One-Line Diagram Attached:** Yes

6. Facility Ownership Responsibilities of the Parties:

A. ETT agrees that it owns the following facilities:

- i. the Ballinger to Steamboat 69 kV transmission line
- ii. the 69 kV slack-span from the Ballinger to Steamboat 69 kV transmission line
- iii. the in-line motor operated switches (3143 and 3148)

B. AEP agrees that it owns the following facilities:

- i. the AEP Substation and all the facilities within it
- ii. the jumper conductors from switch (3137) to ETT's 69 kV transmission slack-span
- iii. the switch (3137) within the AEP Substation

7. Facility Operational Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

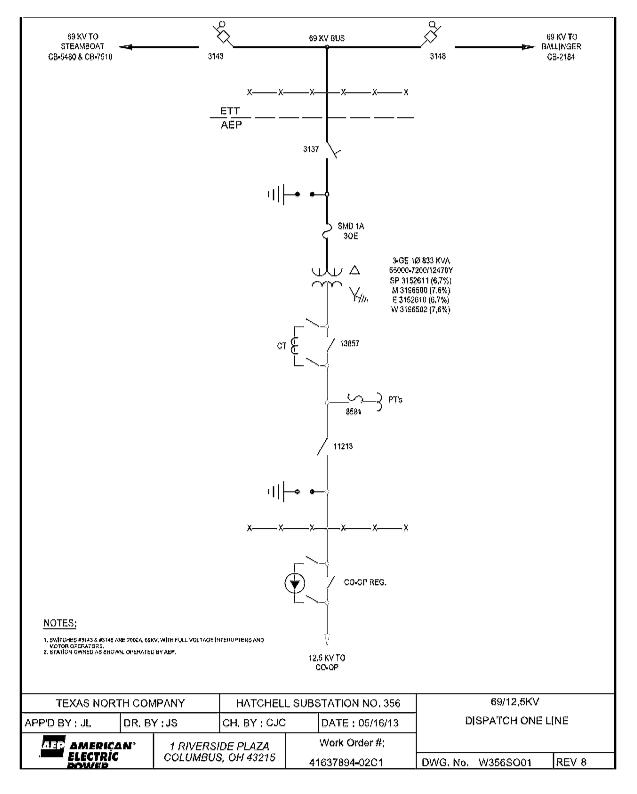
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 10 (continued) One-Line Diagram

1. Name: Ballinger

- 2. Facility Location: AEP's Ballinger Substation ("AEP Substation") is located in Runnels County, at 105 N. 4th St. in Ballinger, Texas. The Point of Interconnection is at the dead-end structure that terminates ETT's Steamboat 69 kV transmission line. More specifically, the Point of Interconnection is located where the AEP jumper conductors from the AEP Substation switch (2186) connect to the conductors of ETT's Steamboat 69 kV transmission line.
- **3. Delivery Voltage:** 69 kV
- 4. Normal Operation of Interconnection: Closed
- 5. **One-Line Diagram Attached:** Yes

6. Facility Ownership Responsibilities of the Parties:

- A. ETT agrees that it owns the following facilities:
 - i. the AEP Substation to Steamboat 69 kV transmission line

B. AEP agrees that it owns the following facilities:

- ii. the AEP Substation and all the facilities within it
- iii. the jumper conductors from the Substation equipment to ETT's Steamboat 69 kV transmission line

7. Facility Operational Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

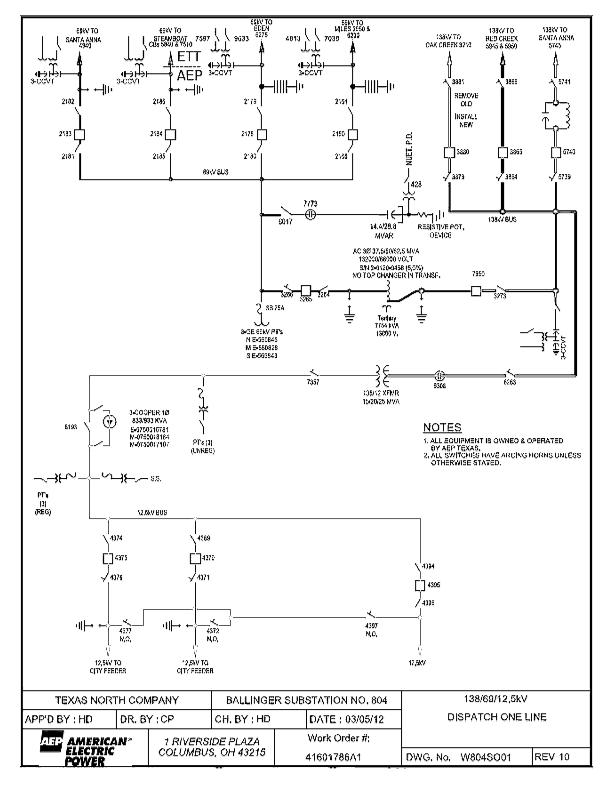
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 11 (continued) One-Line Diagram

1. Name: Matador

- 2. Facility Location: AEP's Matador Substation ("AEP Substation") is located in Motley County, at 29 US Hwy 70 west of Matador, Texas. The Point of Interconnection is located at the AEP dead-end structure that terminate ETT's Paducah Clare Street 69 kV transmission line, where the AEP jumper conductors from the AEP Substation equipment physically contact the connectors on ETT's Paducah Clare Street 69 kV transmission line conductors.
- **3. Delivery Voltage:** 69 kV
- 4. Normal Operation of Interconnection: Closed
- 5. **One-Line Diagram Attached:** Yes

6. Facility Ownership Responsibilities of the Parties:

A. ETT agrees that it owns the following facilities:

i. the Paducah Clare Street 69 kV transmission line

B. AEP agrees that it owns the following facilities:

- i. the AEP Substation and all the facilities within it
- ii. the jumper conductors from the AEP Substation equipment to ETT's Paducah Clare Street 69 kV transmission line
- ii. the Special Protection Scheme (SPS) equipment that protects ETT's Paducah Clare Street 69 kV transmission line

7. Facility Operational Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

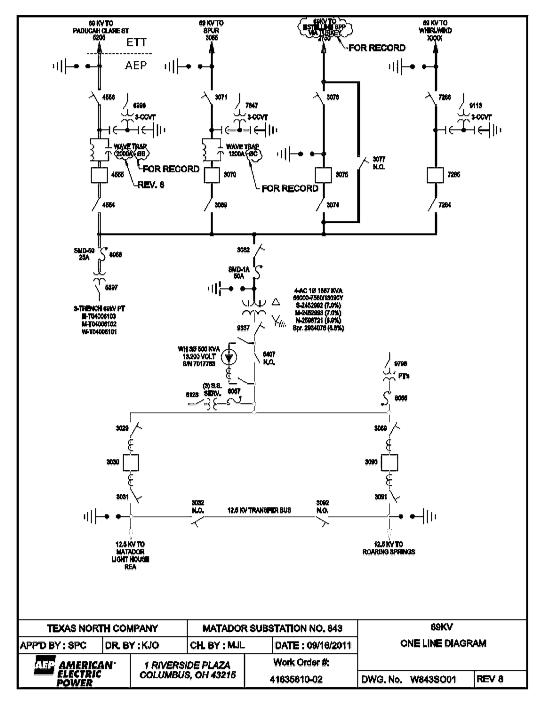
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 12 (continued) One-Line Diagram

1. Name: Paducah Clare Street

2. Facility Location: ETT's Paducah Clare Street Substation ("<u>ETT Substation</u>") is located in Cottle County, at 805 Clare St. Paducah, Texas. There are two (2) Points of Interconnection within the ETT Substation. The Points of Interconnection are at: 1) ETT's 138 kV dead-end structure that terminate AEP's 138 kV transmission line from the West Childress substation, and 2) ETT's 138 kV dead-end structure that terminate AEP's 138 kV transmission line from the East Munday substation. More specifically, the Point of Interconnection is located where the ETT jumper conductors from the ETT Substation equipment physically contact the connectors on AEP's 138 kV transmission line conductors.

3.	Delivery Voltage:	138 kV
	, · • , · •	10011

- 4. Normal Operation of Interconnection: Closed
- 5. One-Line Diagram Attached: Yes

6. Facility Ownership Responsibilities of the Parties:

A. ETT agrees that it owns the following facilities:

- i. the ETT Substation and all the facilities within it
- ii. the ETT Substation to Matador 69 kV transmission line
- iii. the ETT Substation to Paducah City 69 kV transmission line
- iv. the jumper conductors from the ETT Substation equipment to AEP's East Munday 138 kV transmission line
- v. the jumper conductors from the ETT Substation equipment to AEP's West Childress 138 kV transmission line
- vi. the Special Protection Scheme (SPS) equipment located on the ETT Substation to Matador 69 kV transmission line

B. AEP agrees that it owns the following facilities:

- i. the ETT Substation to East Munday 138 kV transmission line
- ii. the ETT Substation to West Childress 138 kV transmission line

7. Facility Operational Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

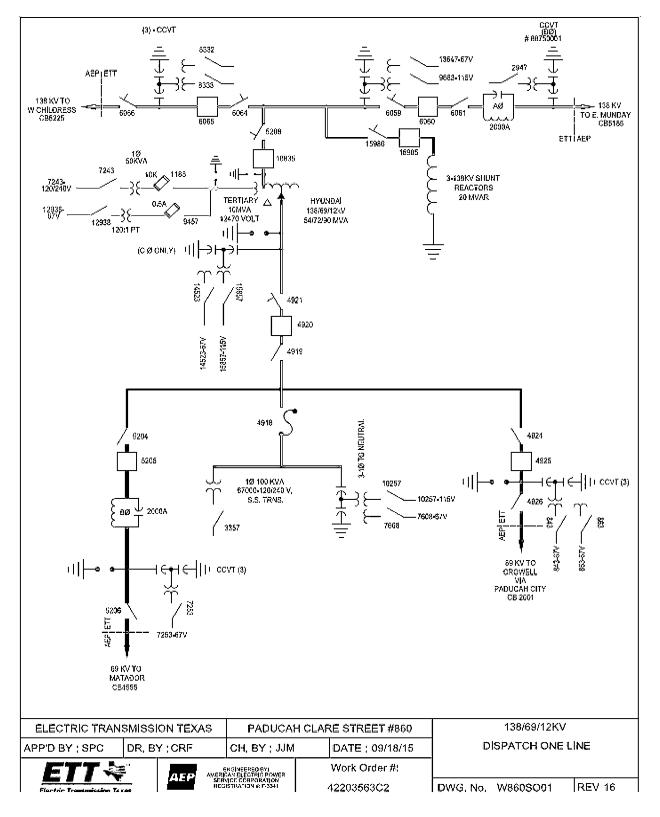
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 13 (continued) One-Line Diagram

1. Name: Paducah City

- 2. Facility Location: AEP's Paducah City Substation ("<u>AEP Substation</u>") is located in Cottle County, at 620 Backus St. Paducah, Texas. The Point of Interconnection is located at ETT's dead-end structure that terminate ETT's 69 kV transmission line from the Paducah Clare Street substation. More specifically, the Point of Interconnection is located where AEP's jumper conductors from the AEP Substation equipment physically contact the connectors on ETT's 69 kV transmission line conductors.
- **3. Delivery Voltage:** 69 kV
- 4. Normal Operation of Interconnection: Closed
- 5. **One-Line Diagram Attached:** Yes

6. Facility Ownership Responsibilities of the Parties:

- A. ETT agrees that it owns the following facilities:
 - i. the AEP Substation to the Paducah Clare Street substation 69kV transmission line

B. AEP agrees that it owns the following facilities:

- i. the AEP Substation and all the facilities within the AEP Substation
- ii. the jumper conductors from the AEP Substation equipment to ETT's Paducah Clare Street 69 kV transmission line

7. Facility Operational Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

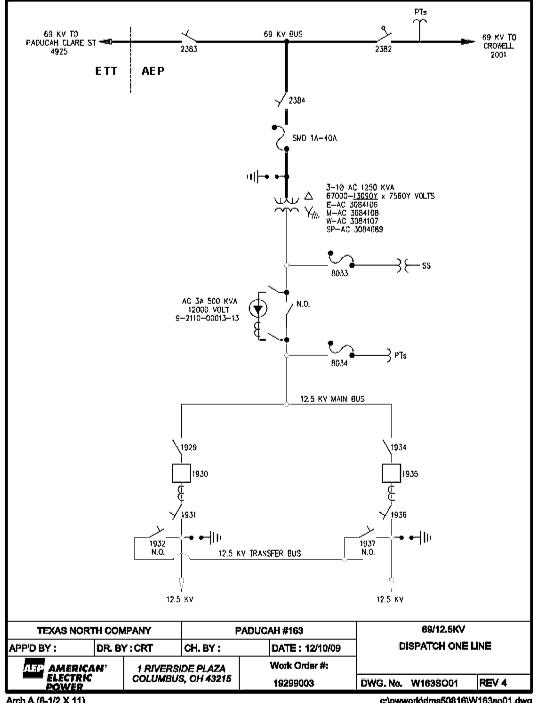
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



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

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1. Name: Rio Pecos

2. Facility Location: ETT's Rio Pecos 69 kV Substation ("ETT Substation") is located in Crockett County, at 26250 West Hwy 67 approximately nine (9) miles west of McCamey, Texas. There are five (5) Points of Interconnection within the ETT Substation. The Points of Interconnection are at: 1) the ETT 69 kV dead-end structure that terminate AEP's McCamey 69 kV transmission line; 2) the ETT 69 kV dead-end structure that terminate AEP's Fort Stockton Switch 69 kV transmission; 3) at the low-side switch (1013) of the 138/69 kV autotransformer; 4) at the low-side switch (3207) of the 138/69 kV autotransformer; and 5) the 69 kV bushings of the distribution transformer in the ETT Substation

3.	Delivery Voltage:	69 kV
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- 4. Normal Operation of Interconnection: Closed
- 5. **One-Line Diagram Attached:** Yes

6. Facility Ownership Responsibilities of the Parties:

A. ETT agrees that it owns the following facilities:

- i. all 69 kV transmission facilities and equipment within the ETT Substation other than Telecommunication Facilities and the stand-alone CT's on the 69 kV side of the autotransformers
- ii. the -50/+40 MVAR Static VAR Compensator ("<u>SVC</u>"), including the fencing surrounding it_and grounding within the fence
- iii. a dead-end structure reserved for future 69 kV use
- iv. the 69 kV control house No. 2 structure and Shared Facilities therein, including batteries and associated protection, control, and metering equipment
- v. the SVC remote terminal unit ("<u>RTU</u>")
- vi. the ERCOT Polled Settlement meter RTU
- vii. the circuit switcher (5818) on the high-side of the 69/12.5 kV distribution transformer

B. AEP agrees that it owns the following facilities:

- i. the ETT Substation property, including perimeter fencing, as well as the 138 kV control house No. 1 structure
- ii. the 138 kV control house No. 1 structure and Shared Facilities therein
- iii. all 138 kV transmission facilities and equipment within the Rio Pecos 138 kV substation including the autotransformers and all facilities and equipment functioning exclusively as protective, metering, or control devices
- iv. all Distribution Facilities within the ETT Substation including the 69/12.5 kV distribution transformer and all facilities and equipment functioning exclusively as

protective, metering, or control devices for, or in support of the operation or maintenance of Distribution Facilities (other than circuit switcher 5818)

- v. all Telecommunication Facilities and the stand-alone CT's on the 69 kV side of the autotransformers within the ETT Substation unless specifically described above as owned by ETT
- vi. the multiple address system ("<u>MAS</u>") point to point telecommunication equipment within the ETT Substation
- vii. the station RTU
- viii. the transmission sag monitoring RTU

7. Facility Operational Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

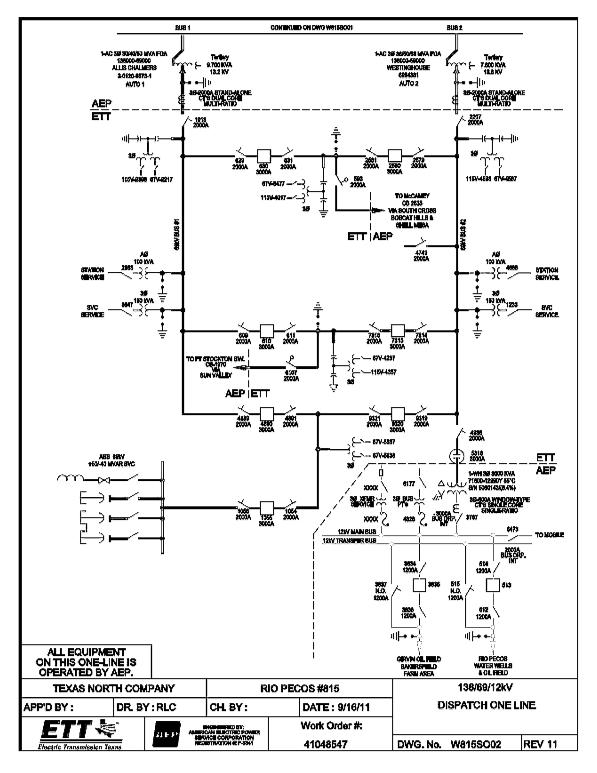
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



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

1. Name: Big Lake PST

- 2. Facility Location: AEP's Big Lake Substation ("<u>AEP Substation</u>") is located in Reagan County, at 505 S. Main Ave., Big Lake, Texas. There are two (2) Points of Interconnection within the AEP Substation. The Points of Interconnection are at: 1) the top of the west face of the northwest 138 kV box bay (TLBM dead-end assembly); and 2) the dead-end structure of the AEP's North McCamey 69 kV transmission line at the southeast end of the AEP Substation.
- **3. Delivery Voltage:** 138 kV
- 4. Normal Operation of Interconnection: Closed
- 5. **One-Line Diagram Attached:** Yes

6. Facility Ownership Responsibilities of the Parties:

A. ETT agrees that it owns the following facilities:

- i. switches (15923 MOS), (9474, 9476, 13181 and 13179)
- ii. breakers (9475 and 13180)
- iii. 150 MVA phase shifting transformer ("<u>PST</u>") including arrestors
- iv. all protective, metering, or control facilities and equipment functioning exclusively as protective, metering, or control devices for, or in support of the operation or maintenance of the transmission facilities specifically described above as owned by ETT
- v. bus work and support structures and equipment (including grounding) associated with the facilities described above
- vi. PST remote terminal unit ("<u>RTU</u>")

B. AEP agrees that it owns the following facilities:

- i. all Telecommunication Facilities within the AEP Substation other than specific facilities described above as owned by ETT
- ii. all Distribution Facilities and transmission facilities and equipment within the AEP Substation (unless specifically described above as owned by ETT), including the distribution and transmission transformers and all facilities and equipment functioning exclusively as protective, metering, or control devices for, or in support of the operation or maintenance of the Distribution Facilities and transmission facilities and equipment
- iii. the control house structure and Shared Facilities therein
- iv. the station RTU
- v. the N. McCamey 138 kV transmission line

7. Facility Operational Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

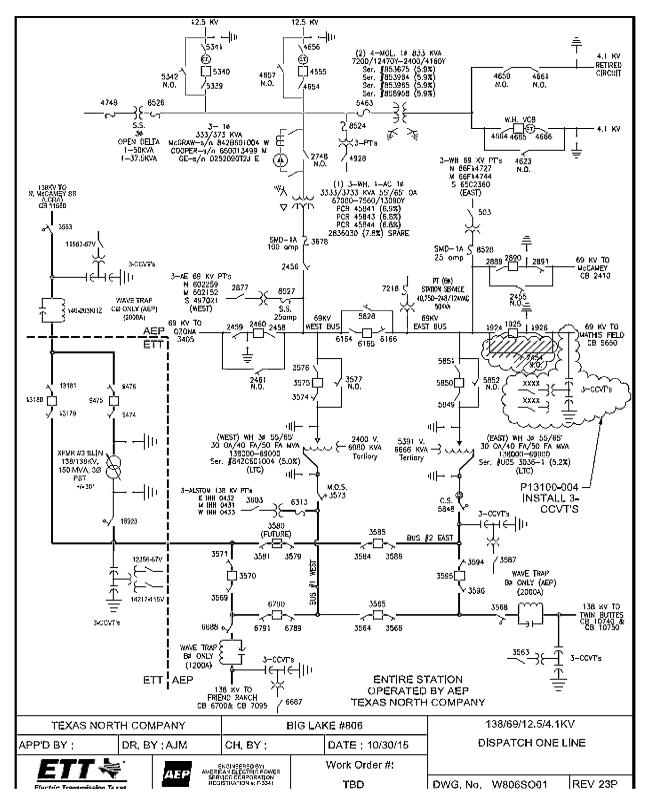
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



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

1. Name: Tombstone

- 2. Facility Location: ETT's Tombstone Switching Station ("ETT Station") is located in the AEP Rio Pecos to Fort Stockton 138 kV transmission line approximately fourteen (14) miles northeast of Fort Stockton, Texas in Pecos County, (31° 0.0' 9.4" N, 102° 40' 45.0" W). There are two (2) Points of Interconnection within the ETT Station. The Points of Interconnection are at: 1) the "box bay" transmission structure steel where the conductors from the Rio Pecos 138 kV transmission line connect to the ETT jumper conductors from the motor operated line disconnect switch (11817); and 2) the "box bay" transmission line connect to the ETT jumper conductors switch (6423).
- **3. Delivery Voltage:** 138 kV
- 4. Normal Operation of Interconnection: Closed
- 5. One-Line Diagram Attached: Yes

6. Facility Ownership Responsibilities of the Parties:

A. ETT agrees that it owns the following facilities:

- i. the ETT Station, including the facilities listed below and excluding all facilities* owned by Texas New Mexico Power Company
 - a) fencing, ETT Station cover stone and grounding grid
- b) a tubular "box bay" transmission structure in the existing AEP Rio Pecos to Fort Stockton 138 kV transmission line
- c) two (2) motor operated switches (11817 and 6423) in the AEP Rio Pecos to Fort Stockton 138 kV transmission line, one on each side of the tap
- d) one (1) motor operated switch (13457) to disconnect the 138 kV transmission line from the Oxy USA/Sandridge Energy substation
- e) one (1) meter panel connected in series with TNMP's meter instrument transformers
- f) one (1) ETT remote terminal unit ("<u>RTU</u>") and associated communication equipment for exclusive supervisory control of the motor operated switches
- g) a RTU communication circuit from the ETT Station to the ETT control center including a telephone demark located outside the ETT Station fence
- h) four (4) coupling capacitor voltage transformer (CCVT) and associated equipment
- i) station service potential transformer (PT) and associated equipment

* Note: Texas New Mexico Power Company owns the following facilities within the Tombstone Switching Station:

i. one (1) set of 138 kV revenue quality meter instrument transformers

- ii. one (1) meter panel containing primary and backup revenue meters
- iii. one (1) RTU and associated communication equipment
- iv. one (1) radio and associated communication equipment
- v. one (1) 55-foot wood pole with radio antenna and associated cabling and hardware

B. AEP agrees that it owns the following facilities:

- i. the ETT Station to Rio Pecos 138 kV transmission line
- ii. the ETT Station to Fort Stockton 138 kV transmission line

7. Facility Operational Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

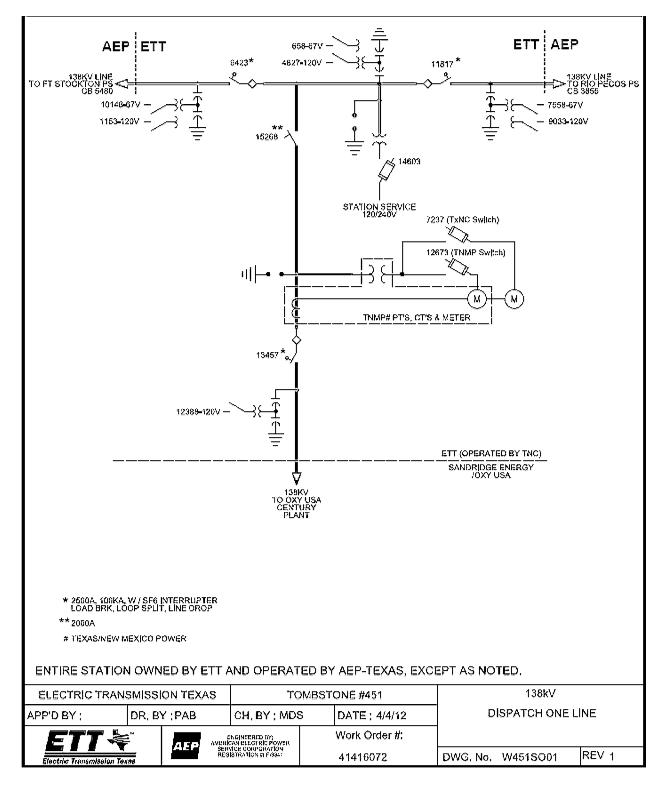
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 17 (continued) One-Line Diagram

1. Name: Yellow Jacket

- 2. Facility Location: ETT's Yellow Jacket Substation ("ETT Substation") is located in the City of Menard, Menard County, Texas approximately one (1) mile north of the Menard substation. There are six (6) Points of Interconnection within the ETT Substation. The Points of Interconnection are at 1) the dead-end structure that terminate AEP's Fort Mason 138 kV transmission line, and 2) the dead-end structure that terminate AEP's San Angelo Power station ("SAPS") 138 kV transmission line, and 3) the dead-end structure that terminate AEP's Eden 69 kV transmission line, and 4) the dead-end structure that terminate AEP's Mason 69 kV transmission line, and 5) the dead-end structure that terminate AEP's Junction 69 kV transmission line, and 6) the 69 kV high-side bushings of the 69/12.5 kV distribution transformer. More specifically, where the ETT jumper conductors from the ETT Substation equipment physically contact the connectors on the AEP transmission lines' conductors and at the 69 kV bushings of the 69/12.5 distribution transformer.
- **3. Delivery Voltage:** 69 kV & 138 kV
- 4. Normal Operation of Interconnection: Closed
- 5. One-Line Diagram Attached:

6. Facility Ownership Responsibilities of the Parties:

- A. ETT agrees that it owns the following facilities unless expressly described as footprint facilities below:
 - i. all the 138 kV transmission facilities other than Telecommunication Facilities within the ETT Substation

Yes

- ii. all the 69 kV transmission facilities within the ETT Substation between and including the ETT Substation dead-end structures
- iii. the ETT Substation property, including perimeter fencing
- iv. the control house structure within the ETT Substation
- v. one (1) remote terminal unit ("<u>RTU</u>") for the phase shift transformer
- vi. all protective, metering, or control facilities and equipment in the ETT Substation not functioning exclusively as protective, metering, or control devices for, or in support of the operation or maintenance of Distribution Facilities

B. AEP agrees that it owns the following facilities:

- i. the 69 kV bushings of the distribution transformer within the ETT Substation
- ii. the ETT Substation to SAPS 138 kV transmission line
- iii. the ETT Substation to the Fort Mason 138 kV transmission line
- iv. the ETT Substation to the Eden 69 kV transmission line
- v. the ETT Substation to the Mason 69 kV transmission line

- vi. the ETT Substation to the Junction 69 kV transmission line
- vii. all Distribution Facilities including all metering, or control facilities and equipment in the ETT Substation functioning exclusively as protective, metering, or control devices for, or in support of the operation or maintenance of Distribution Facilities (other than circuit switcher (9125))
- viii. one (1) station RTU
 - ix. one (1) wireless remote communication device
 - x. protection and control equipment for AEP facilities
 - v. the following footprint facilities within the ground grid boundary of the ETT Substation:
 - a) station service transformer if energized by Distribution Facilities
 - b) instrument transformers if energized by Distribution Facilities
 - c) ground grid
 - d) foundations
 - e) cable tray, trench or raceway or conduit bank
 - f) lighting
 - g) lightning rods and statics
 - h) spill prevention and retention facilities

7. Facility Operational Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

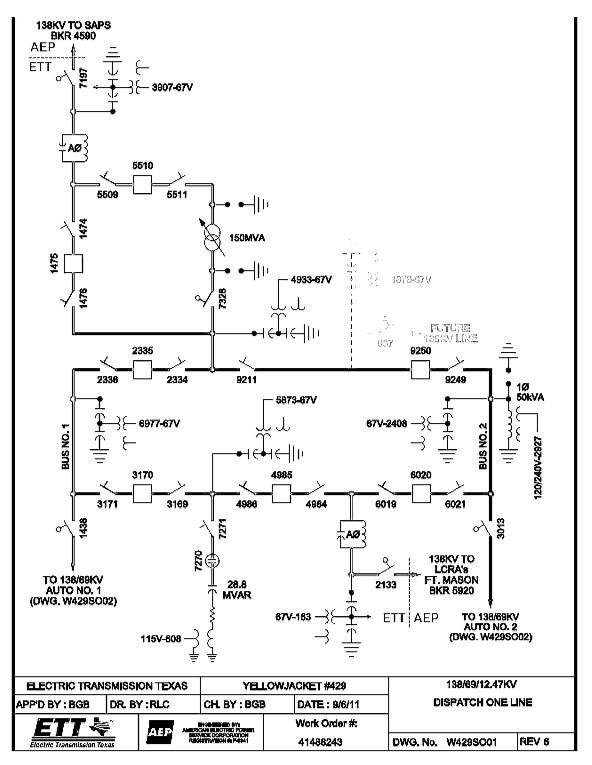
8. Facility Maintenance Responsibilities of the Parties:

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

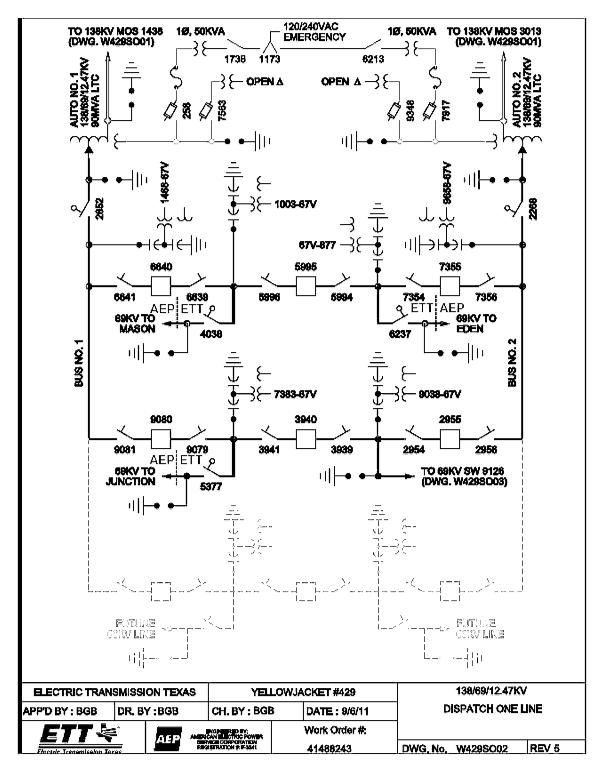
9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

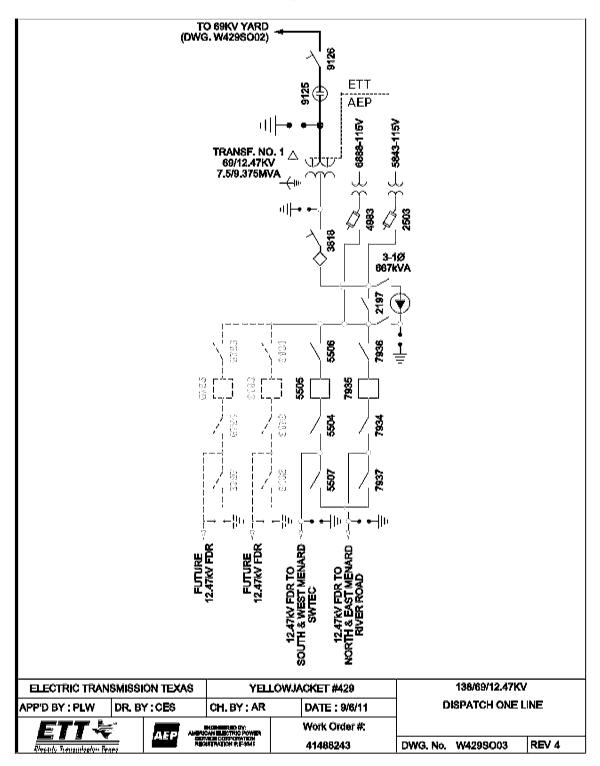
10. Other Terms and Conditions: None



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



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



FACILITY SCHEDULE NO. 18 (continued)

One-Line Diagram (continued)

1. Name: West Childress

- 2. Facility Location: AEP's West Childress Substation ("<u>AEP Substation</u>") is located in Childress County, at 1400 Ave H SW Childress, Texas. The Point of Interconnection is located at the AEP Substation dead-end where the jumpers from the AEP Substation equipment connect to ETT's Childress 20th Street 69 kV transmission line via Henry substation.
- **3. Delivery Voltage:** 69 kV
- 4. Normal Operation of Interconnection: Closed
- 5. **One-Line Diagram Attached:** Yes
- 6. Facility Ownership Responsibilities of the Parties:
 A. ETT agrees that it owns the following facilities:
 - i. the AEP Substation to Childress 20th Street 69 kV transmission line

B. AEP agrees that it owns the following facilities:

- i. the AEP Substation and all the facilities within the AEP Substation
- ii. the jumper conductors from the AEP Substation equipment to the AEP Substation to Childress 20th Street 69 kV transmission line

7. Facility Operational Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

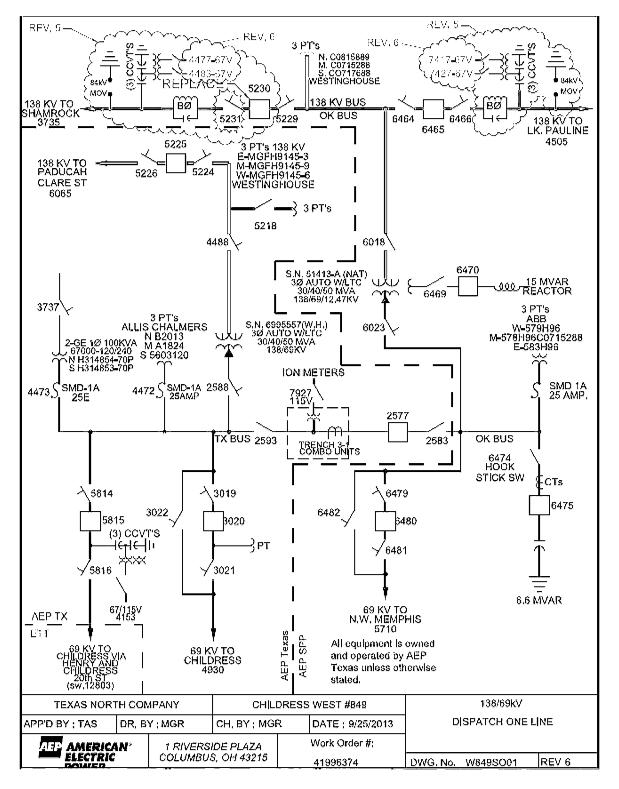
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 19 (continued) One-Line Diagram

1. Name: Childress 20th Street

- 2. Facility Location: AEP's Childress 20th Street Substation ("<u>AEP Substation</u>") is located in Childress County, at 1911 Ave. H, Childress, Texas. The Point of Interconnection is located at the AEP Substation dead-end structure where the AEP jumpers from the AEP Substation equipment connect to ETT's Childress West 69 kV transmission line via Henry substation.
- **3. Delivery Voltage:** 69 kV
- 4. Normal Operation of Interconnection: Closed
- 5. **One-Line Diagram Attached:** Yes

6. Facility Ownership Responsibilities of the Parties: A. ETT agrees that it owns the following facilities:

i. the AEP Substation to Childress West 69 kV transmission line

B. AEP agrees that it owns the following facilities:

- i. all transmission and Distribution Facilities within the AEP Substation.
- ii. all structures including the 1/1-tap structure on the AEP Substation to Childress West 69 kV transmission line
- iii. two (2) 69 kV switches (12803 and 14408) associated with the 1/1-tap structure

7. Facility Operational Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

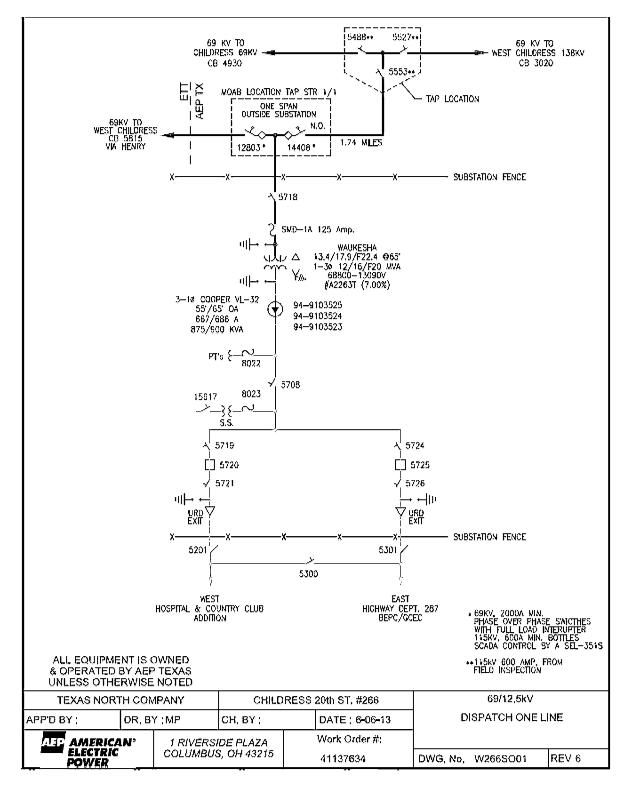
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 20 (continued) One-Line Diagram

1. Name: Cisco

- 2. Facility Location: AEP's Cisco Substation ("<u>AEP Substation</u>") is located in Eastland County, at 200 East 5th St. Cisco, Texas. There are two (2) Points of Interconnection within the AEP Substation. The Points of Interconnection are at: 1) the high-side bushing of the AEP distribution transformer no. 1; and 2) the high-side bushing of AEP distribution transformer no. 2. More specifically, the Points of Interconnection are located where the ETT jumper conductors from circuit switchers (3807 and 5963) physically connect the high-side bushing of the AEP distribution transformers
- **3. Delivery Voltage:** 138kV
- 4. Normal Operation of Interconnection: Closed
- 5. **One-Line Diagram Attached:** Yes

6. Facility Ownership Responsibilities of the Parties:

A. ETT agrees that it owns the following facilities:

- i. all the transmission facilities other than Telecommunication Facilities within the AEP Substation
- ii. the dead-end structure within the AEP Substation that terminates the Putnam 138 kV transmission line
- iii. the dead-end structure within the AEP Substation that terminates the 138 kV transmission line
- iv. all protective, metering, or control facilities and equipment within the AEP Substation not functioning exclusively as protective, metering, or control devices for, or in support of the operation or maintenance of Distribution Facilities

B. AEP agrees that it owns the following facilities:

- i. all Distribution Facilities within the AEP Substation
- ii. two (2) distribution transformers
- iii. all facilities and equipment functioning exclusively as protective, metering, or control devices for, or in support of the operation or maintenance of Distribution Facilities
- iv. the AEP substation property, including perimeter fencing, as well as control house structure within the AEP Substation

7. Facility Operation Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

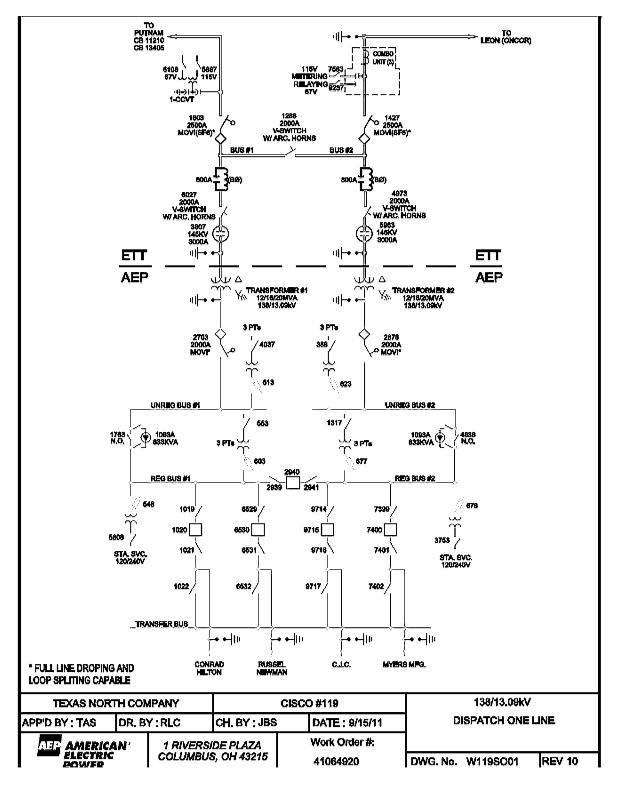
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 21 (continued) One-Line Diagram

1. Name: Putnam

2. Facility Location: AEP's Putnam Substation ("<u>AEP Substation</u>") is located at 900 County Rd. 317 in the City of Putnam, Callahan County, Texas. There are two (2) Points of Interconnection within the AEP Substation. The Points of Interconnection are at: 1) the AEP 138 kV dead-end structure that terminate ETT's Cisco 138 kV transmission line; and 2) the AEP 138 kV dead-end structure that terminate ETT's East Abilene 138 kV transmission line. More specifically, the Points of Interconnection is located where the AEP jumper conductors from the AEP Substation switches (11453 and 7423) connect to the conductors of ETT's 138 kV transmission slack-span.

3.	Delivery Voltage:	138 kV
4.	Normal Operation of Interconnection:	Closed

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

6. Facility Ownership Responsibilities of the Parties:

A. ETT agree that it owns the following facilities:

- i. the 138 kV transmission line from the AEP138 kV dead-end structure within the AEP Substation to the Cisco substation
- ii. the 138 kV transmission line from the AEP138 kV dead-end structure within the AEP Substation to the ETT's East Abilene substation

B. AEP agrees that it owns the following facilities:

- i. the AEP Substation, including all of the facilities within it
- ii. the 69 kV transmission line to the Clyde substation
- iii. the 69 kV transmission line to the Albany substation
- iv. the 69 kV transmission line to the Cross Plains substation
- v. the 138 kV transmission line to the Oncor Leon substation
- vi. the 138 kV transmission line to the South Abilene substation

7. Facility Operational Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

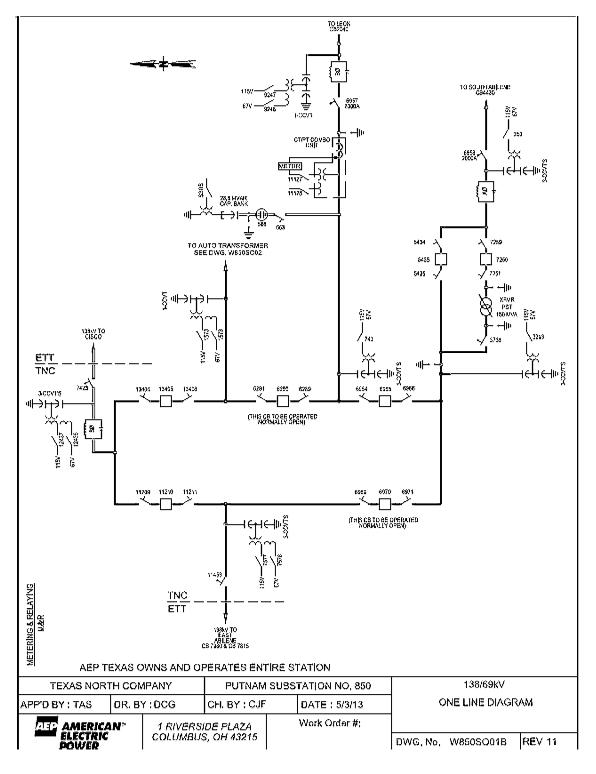
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 22 (continued) One-Line Diagram

1. Name: Illinois #4

2. Facility Location: ETT's Illinois #4 Substation ("<u>ETT Substation</u>") is located at 685 County Rd. 414 approximately 40 miles southwest of the City of Ozona, Crockett County, Texas. The Point of Interconnection is at the ETT Substation dead-end structure that terminates AEP's 69 kV transmission line from the Ozona substation where the jumper conductors from the ETT Substation equipment physically contact the connectors on AEP's 69 kV transmission line conductors.

3.	Delivery Voltage:	69 kV
4.	Normal Operation of Interconnection:	Closed
5.	One-Line Diagram Attached:	Yes

6. Facility Ownership Responsibilities of the Parties:

A. ETT agrees that it owns the following facilities:

- i. all transmission facilities other than Telecommunication Facilities in the ETT Substation
- ii. the dead-end structures within the ETT Substation that terminates the Fort Lancaster 138 kV transmission line
- iii. the dead-end structure within the ETT Substation that terminates the Hamilton Road 138 kV transmission line (via Comstock and Rough Canyon substation)
- iv. the dead-end structure within the ETT Substation that terminates the Ozona 69 kV transmission line
- v. all protective, metering, or control facilities and equipment within the ETT Substation not functioning exclusively as protective, metering, or control devices for, or in support of the operation or maintenance of Distribution Facilities
- vi. the ETT Substation property, including perimeter fencing, as well as control house structure

B. AEP agrees that it owns the following facilities:

- i. the Ozona 69 kV transmission line that terminates to the ETT dead-end structure within the ETT Substation
- ii. Distribution Facilities not owned by Rio Grande Electric Cooperative

C. the following footprint facilities within the ground grid boundary of the ETT Substation:

- i. station service transformer if energized by Distribution Facilities
- ii. instrument transformers if energized by Distribution Facilities
- iii. ground grid
- iv. foundations

- v. cable tray, trench or raceway or conduit bank
- vi. lighting
- vii. lightning rods and statics
- viii. spill prevention and retention facilities

7. Facility Operation Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

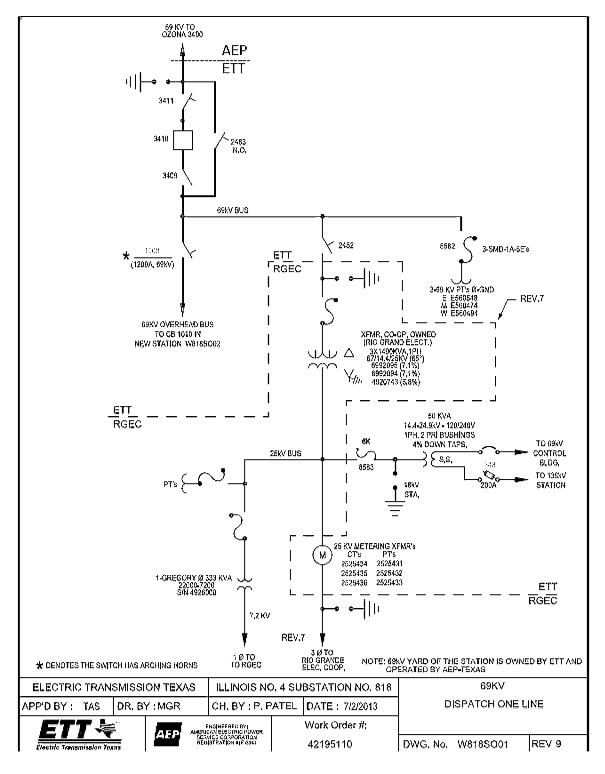
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 23 (continued) One-Line Diagram

1. Name: Muleta

2. Facility Location: ETT's Muleta Points of Interconnection is located approximately 5.3 miles northwest of the City of Matador on the east side of State Road 70 in Motley County, Texas. There are two (2) Points of Interconnection outside the White Flat substation where: 1) the conductors from the sectionalizing line switch (2948) connect to the conductors of the Matador 69 kV transmission line; and 2) the conductors from the sectionalizing line switch (11783) connect to the conductors of the Estelline 69 kV transmission line.

3.	Delivery Voltage:	69 kV
4.	Normal Operation of Interconnection:	Closed
5.	One-Line Diagram Attached:	Yes

6. Facility Ownership Responsibilities of the Parties:

A. ETT agrees that it owns the following facilities:

- i. two (2) 69 kV sectionalizing line switches (2948 and 11783)
- ii. three (3) vertical 69 kV dead-end structures
- iii. the 69 kV slack-span to the dead-end structure within White Flat substation

AEP agrees that it owns the following facilities:

- i. the Matador 69 kV transmission line that terminates on the vertical 69 kV dead-end structure with sectionalizing line switch (2948)
- ii. the Estelline 69 kV transmission line, that terminates on the vertical 69 kV deadend structure with sectionalizing line switch (11783)

7. Facility Operation Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

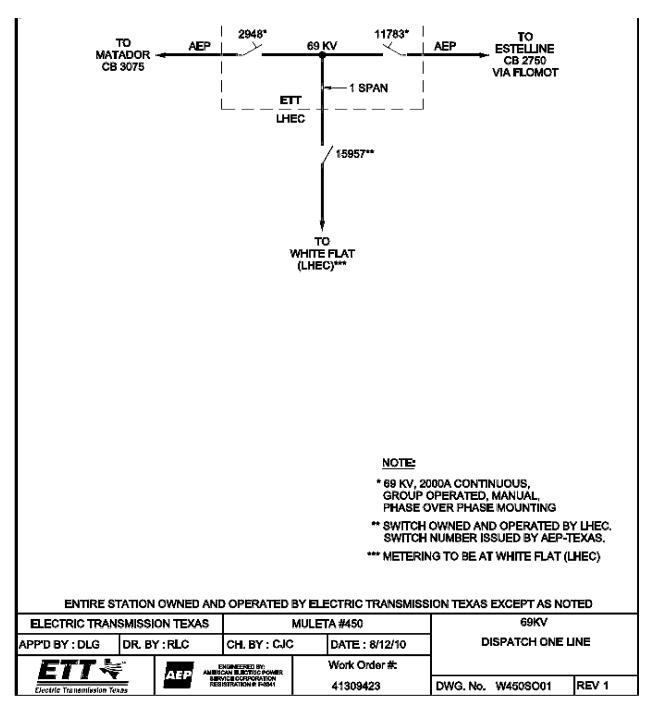
8. Facility Maintenance Responsibilities of the Parties:

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

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 24 (continued) One-Line Diagram

1. Name: Vernon Main

2. Facility Location: AEP's Vernon Main Substation ("<u>AEP Substation</u>") is located at 600 Main St. in the city of Vernon, Wilbarger County, Texas. There are two (2) Points of Interconnection within the AEP Substation. The Points of Interconnection are at: 1) the dead-end structure that terminates the 69 kV transmission line from the SW Vernon substation; and 2) the dead-end structure that terminates the 138 kV transmission line from the Lake Pauline substation. More specifically, the Points of Interconnection are where the jumper conductors from the AEP Substation equipment physically contact the connectors on the transmission lines' conductors.

3.	Delivery Voltage:	69 kV and 138 kV
4.	Normal Operation of Interconnection:	Closed
5.	One-Line Diagram Attached:	Yes

6. Facility Ownership Responsibilities of the Parties:

A. ETT agrees that it owns the following facilities:

- i. the Lake Pauline 138 kV transmission line from the AEP Substation to the 138 kV transmission line structure 24/4
- ii. the 69 kV transmission line from the SW Vernon substation

B. AEP agrees that it owns the following facilities:

i. the AEP Substation including all of the facilities within it

7. Facility Operation Responsibilities of the Parties:

Each Party controls and operates all the facilities it owns.

8. Facility Maintenance Responsibilities of the Parties:

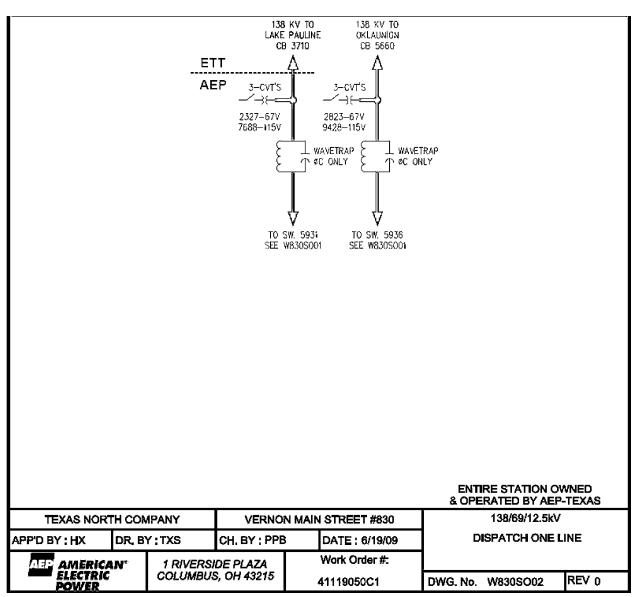
Each Party is responsible for maintenance of the facilities it owns.

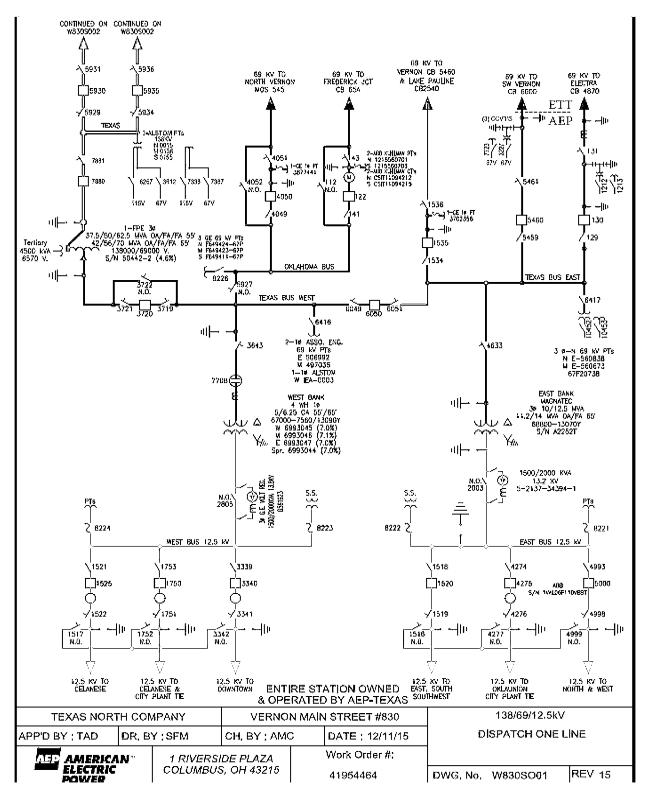
9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None







FACILITY SCHEDULE NO. 25 (continued) One-Line Diagram