

FACILITY SCHEDULE NO. 22

1. Name: **Cisco**
2. Facility Location: The Cisco Substation is located at 200 East 5th St. in the City of Cisco, Eastland County, Texas. The Point of Interconnection is at the 69 kV bushings of the distribution transformer in the Cisco Substation.
3. Delivery Voltage: 69kV
4. Normal Operation of Interconnection: Closed
5. One-Line Diagram Attached: Yes
6. Facility Ownership Responsibilities of the Parties:

ETT owns the following facilities:

- all transmission facilities other than Telecommunication Facilities in the Cisco Substation between (i) the substation dead end structure to which is attached the Putnam to Leon 69kV transmission line and (ii) the 69kV bushings of the distribution transformer in the Cisco Substation (which bushings are owned by AEP)
- all protective, metering, or control facilities and equipment within the Cisco Substation not functioning exclusively as protective, metering, or control devices for, or in support of the operation or maintenance of Distribution Facilities
- the 69kV transmission line from the Cisco Substation to the Putnam Substation including the tap line into the Cisco Substation which is attached to switches 2006 and 2018 on the substation deadend structure

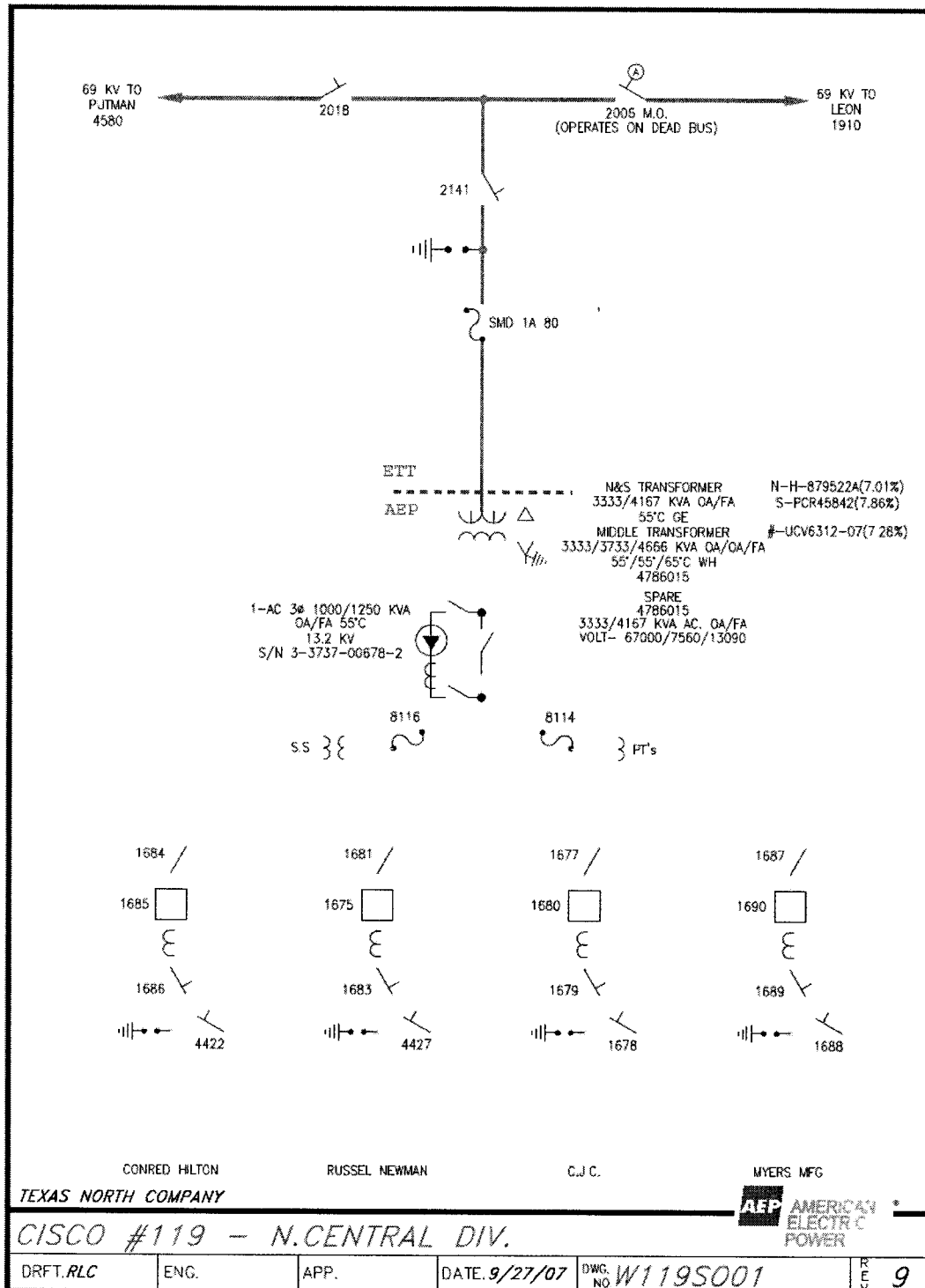
AEP owns the following facilities:

- all Distribution Facilities within the Cisco Substation including the distribution transformers 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
- the substation property, including perimeter fencing, as well as control house structure within the Cisco Substation

7. Operational Responsibilities of Each Party:
 - Each party controls and operates all the facilities it owns that are provided for in this Facility Schedule.
 - Per the December 21, 2007 Services Agreement between ETT and American Electric Power Service Corporation, AEP or its affiliates coordinate, direct, and perform all control center and field operation activities on the facilities owned by

ETT. These activities shall include, but are not limited to, switching, clearances, and outages for planned maintenance and operations, emergency service restoration, and overall coordination of such activities with ERCOT.

8. Maintenance Responsibilities of Each Party:
 - Each Party is responsible for maintenance of the facilities it owns that are provided for in this Facility Schedule.
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

1. Name: **Putnam**
2. Facility Location: The Putnam Substation is located at 900 County Rd. 317 in the City of Putnam, Callahan County, Texas. The Point of Interconnection is at the substation dead-end structure that terminates the 69 kV transmission line from the Leon Substation where the conductors from the substation equipment contact the conductors of the 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:

ETT owns the following facilities:

 - the 69 kV transmission line from the Putnam Substation to the Leon Substation to the point of interconnection with Oncor Energy Delivery

AEP owns the following facilities:

 - the Putnam Substation, including all of the facilities within it
 - the 69kV transmission line from the Putnam Substation to the Abilene Power Station
 - the 69kV transmission line from the Putnam Substation to the Albany Substation
 - the 69kV transmission line from the Putnam Substation to the Cross Plains Substation
 - the 138kV transmission line from the Putnam Substation to the Leon Substation
 - the 138kV transmission line from the Putnam Substation to the South Abilene Substation
7. Operational Responsibilities of Each Party:
 - Each party controls and operates all the facilities it owns that are provided for in this Facility Schedule.
 - Per the December 21, 2007 Services Agreement between ETT and American Electric Power Service Corporation, AEP or its affiliates coordinate, direct, and perform all control center and field operation activities on the facilities owned by ETT. These activities shall include, but are not limited to, switching, clearances, and outages for planned maintenance and operations, emergency service restoration, and overall coordination of such activities with ERCOT.

8. Maintenance Responsibilities of Each Party:
 - Each Party is responsible for maintenance of the facilities it owns that are provided for in this Facility Schedule.
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

1. Name: **Illinois #4**
2. Facility Location: The Illinois #4 Substation 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 substation dead-end structure that terminates the 69 kV transmission line from the Ozona Substation where the jumper conductors from the substation equipment physically contact the connectors on the 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:

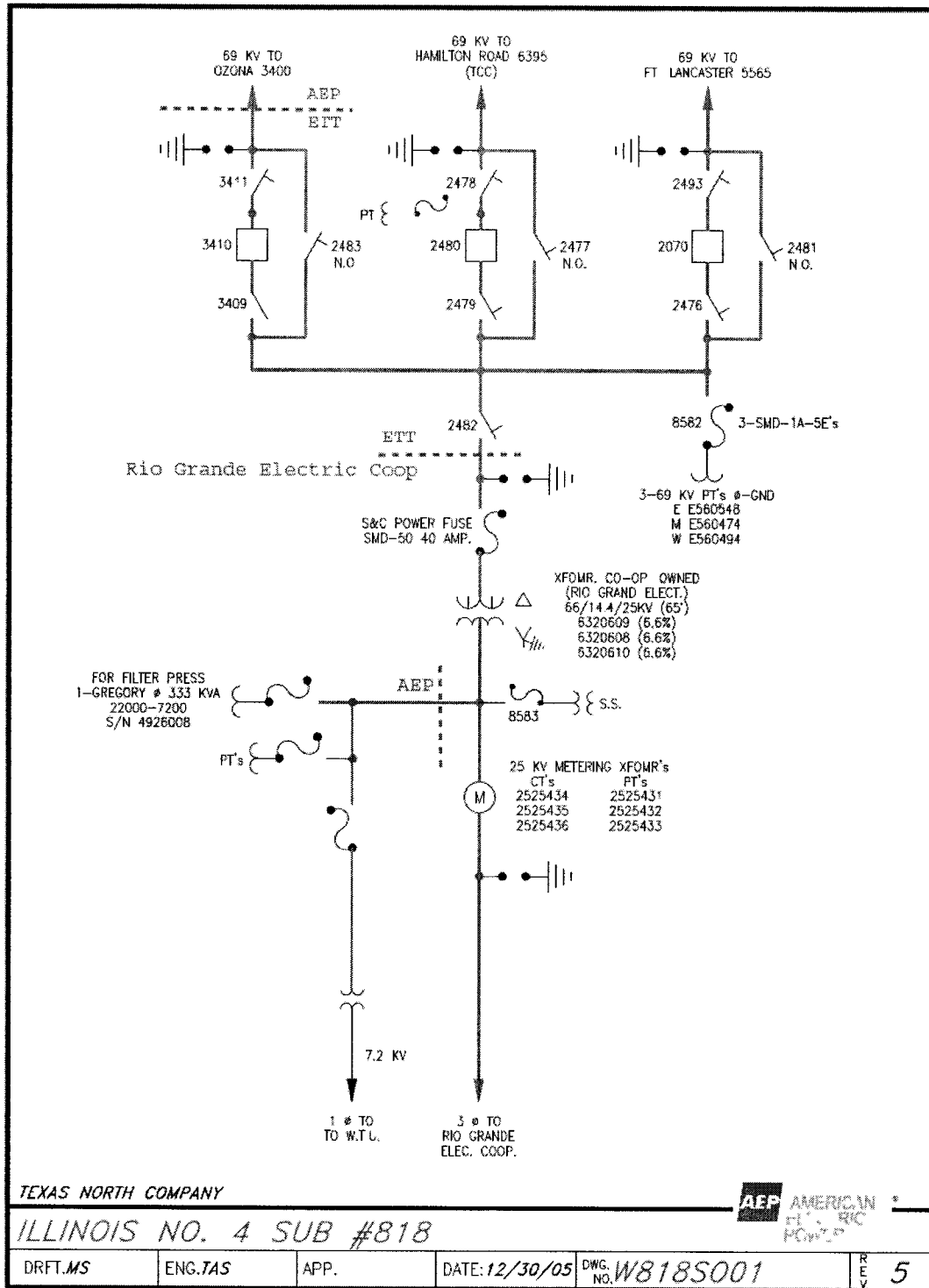
ETT owns the following facilities unless expressly described as footprint facilities below:

- all transmission facilities other than Telecommunication Facilities in the Illinois #4 Substation, including the substation dead end structures between (i) the substation dead-end structures to which are attached the 69kV transmission line to the Fort Lancaster Substation, the 69kV transmission line to the Hamilton Road Substation (via Comstock Substation and Rough Canyon Substation) and the 69kV transmission line to the Ozona Substation and (ii) the load side of switch 2482 that connects to the Rio Grande Electric Cooperative, Inc. (RGEC) distribution transformer in the Illinois #4 Substation
- all protective, metering, or control facilities and equipment within the Illinois #4 Substation not functioning exclusively as protective, metering, or control devices for, or in support of the operation or maintenance of Distribution Facilities
- the 69kV transmission line to the Fort Lancaster Substation
- approximately 22.9 miles of the 69kV transmission line to the Hamilton Road Substation to a point in the line where it interconnects with AEP Texas Central Company

AEP owns the following facilities:

- the 69kV transmission line to the Ozona Substation
- the substation property, including perimeter fencing, as well as control house structure within the Illinois #4 Substation
- Distribution Facilities not owned by Rio Grande Electric Cooperative

- the following footprint facilities within the ground grid boundary of the Illinois #4 Substation:
 - station service transformer if energized by Distribution Facilities
 - instrument transformers if energized by Distribution Facilities
 - ground grid
 - foundations
 - cable tray, trench or raceway or conduit bank
 - lighting
 - lightning rods and statics
 - spill prevention and retention facilities
- 7. Operational Responsibilities of Each Party:
 - Each party controls and operates all the facilities it owns that are provided for in this Facility Schedule.
 - Per the December 21, 2007 Services Agreement between ETT and American Electric Power Service Corporation, AEP or its affiliates coordinate, direct, and perform all control center and field operation activities on the facilities owned by ETT. These activities shall include, but are not limited to, switching, clearances, and outages for planned maintenance and operations, emergency service restoration, and overall coordination of such activities with ERCOT.
- 8. Maintenance Responsibilities of Each Party:
 - Each Party is responsible for maintenance of the facilities it owns that are provided for in this Facility Schedule.
- 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

1. Name: **Fort Lancaster**
2. Facility Location: The Fort Lancaster Substation is located at 10069 East Hwy 290 approximately 5 miles east of the City of Sheffield, Crockett County, Texas. The Point of Interconnection is at the substation dead end structure where the conductors from the Fort Lancaster Substation equipment connect to the conductors of the 69 kV transmission line from the Illinois #4 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:

ETT owns the following facilities:

 - the 69 kV transmission line to the Illinois #4 Substation

AEP owns the following facilities:

 - the 69 kV Fort Lancaster Substation including all the facilities within it expect for those owned by LCRA
 - the 138/69 kV autotransformer and associated equipment
 - the 69 kV transmission line from the Fort Lancaster Substation to the West Yates Substation
7. Operational Responsibilities of Each Party:
 - Each party controls and operates all the facilities it owns that are provided for in this Facility Schedule.
 - Per the December 21, 2007 Services Agreement between ETT and American Electric Power Service Corporation, AEP or its affiliates coordinate, direct, and perform all control center and field operation activities on the facilities owned by ETT. These activities shall include, but are not limited to, switching, clearances, and outages for planned maintenance and operations, emergency service restoration, and overall coordination of such activities with ERCOT.
8. Maintenance Responsibilities of Each Party:
 - Each Party is responsible for maintenance of the facilities it owns that are provided for in this Facility Schedule.

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. 26

1. Name: **Muleta**
2. Facility Location: The Muleta Substation is located approximately 5.3 miles northwest of the City of Matador on the east side of State Road 70 in Motley County, Texas. The two (2) Points of Interconnection at this location are where the conductors from the two sectionalizing line switches connect to the conductors of the Matador to 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:

ETT owns the following facilities:

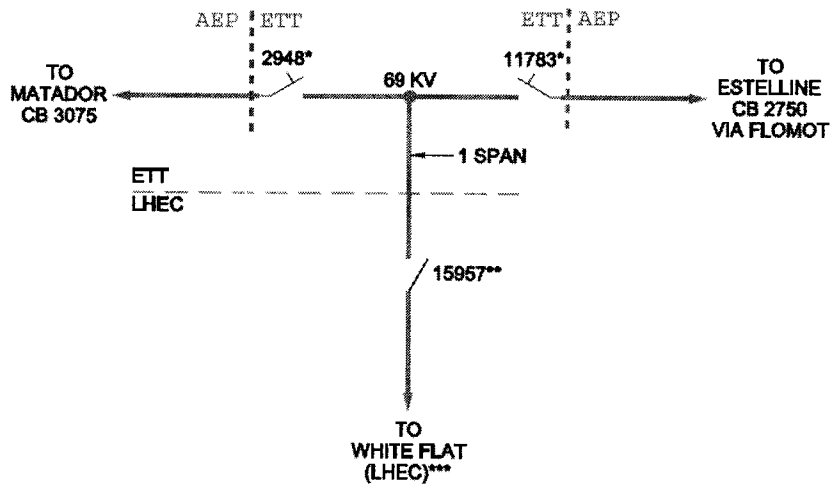
 - two (2) 69 kV sectionalizing line switches (#2948 and #11783)
 - 69kV transmission line from these switches to the point of interconnection with Lighthouse Electric Cooperative

AEP owns the following facilities:

 - the Matador to Estelline 69 kV transmission line, excluding the facilities owned by ETT as described above
7. Operational Responsibilities of Each Party:
 - Each party controls and operates all the facilities it owns that are provided for in this Facility Schedule.
 - Per the December 21, 2007 Services Agreement between ETT and American Electric Power Service Corporation, AEP or its affiliates coordinate, direct, and perform all control center and field operation activities on the facilities owned by ETT. These activities shall include, but are not limited to, switching, clearances, and outages for planned maintenance and operations, emergency service restoration, and overall coordination of such activities with ERCOT.
8. Maintenance Responsibilities of Each Party:
 - Each Party is responsible for maintenance of the facilities it owns that are provided for in this Facility Schedule.
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





NOTE:

* 69 KV, 2000A CONTINUOUS,
GROUP OPERATED, MANUAL,
PHASE OVER PHASE MOUNTING

** SWITCH OWNED AND OPERATED BY LHEC.
SWITCH NUMBER ISSUED BY AEP-TEXAS.

*** METERING TO BE AT WHITE FLAT (LHEC)

ENTIRE STATION OWNED AND OPERATED BY ELECTRIC TRANSMISSION TEXAS EXCEPT AS NOTED

ELECTRIC TRANSMISSION TEXAS		MULETA #450		69KV	
APP'D BY : DLG	DR. BY : RLC	CH. BY : CJC	DATE : 2/9/10	DISPATCH ONE LINE	
		 <small>ENGINEERED BY: AMERICAN ELECTRIC POWER SERVICE CORPORATION REGISTRATION # F-3341</small>		Work Order #:	
		41309423		DWG. No. W450SO01	REV 0

FACILITY SCHEDULE NO. 27

1. Name: **Vernon Main**
2. Facility Location: The Vernon Main Substation is located at 600 Main St. in the City of Vernon, Wilbarger County, Texas. The two Points of Interconnection are at the dead-end structure that terminates the 69 kV transmission line from the SW Vernon Substation and the dead-end structure that terminates the 138 kV transmission line from the Lake Pauline Substation where the jumper conductors from the substation equipment physically contact the connectors on the transmission lines' conductors.
3. Delivery Voltage: 69 kV & 138 kV
4. Normal Operation of Interconnection: Closed
5. One-Line Diagram Attached: Yes
6. Facility Ownership Responsibilities of the Parties:

ETT owns the following facilities:

 - the portion of the Vernon Main – Lake Pauline 138 kV transmission line from and including structure 24/4 to the Vernon Main Substation
 - the 69 kV transmission line from the Vernon Main Substation to the SW Vernon Substation

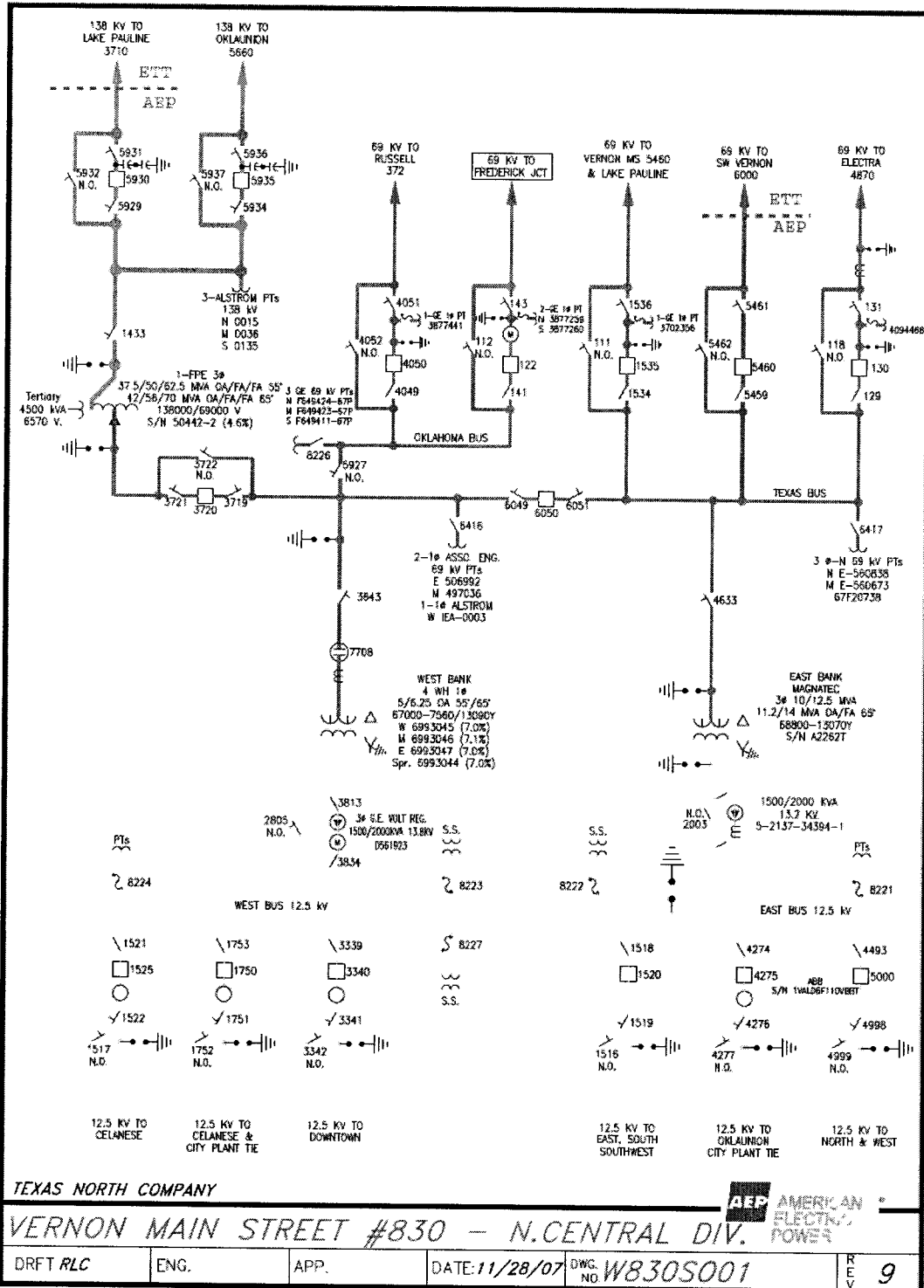
AEP owns the following facilities:

 - the Vernon Main Substation including all of the facilities within it
7. Operational Responsibilities of Each Party:
 - Each party controls and operates all the facilities it owns that are provided for in this Facility Schedule.
 - Per the December 21, 2007 Services Agreement between ETT and American Electric Power Service Corporation, AEP or its affiliates coordinate, direct, and perform all control center and field operation activities on the facilities owned by ETT. These activities shall include, but are not limited to, switching, clearances, and outages for planned maintenance and operations, emergency service restoration, and overall coordination of such activities with ERCOT.
8. Maintenance Responsibilities of Each Party:
 - Each Party is responsible for maintenance of the facilities it owns that are provided for in this Facility Schedule.

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. 28

1. Name: **Vernon Main-Lake Pauline Tie Line**
2. Facility Location: The Point of Interconnection is located at structure 24/4 in the Vernon Main-Lake Pauline 138 kV transmission line approximately one mile from the Vernon Main 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:

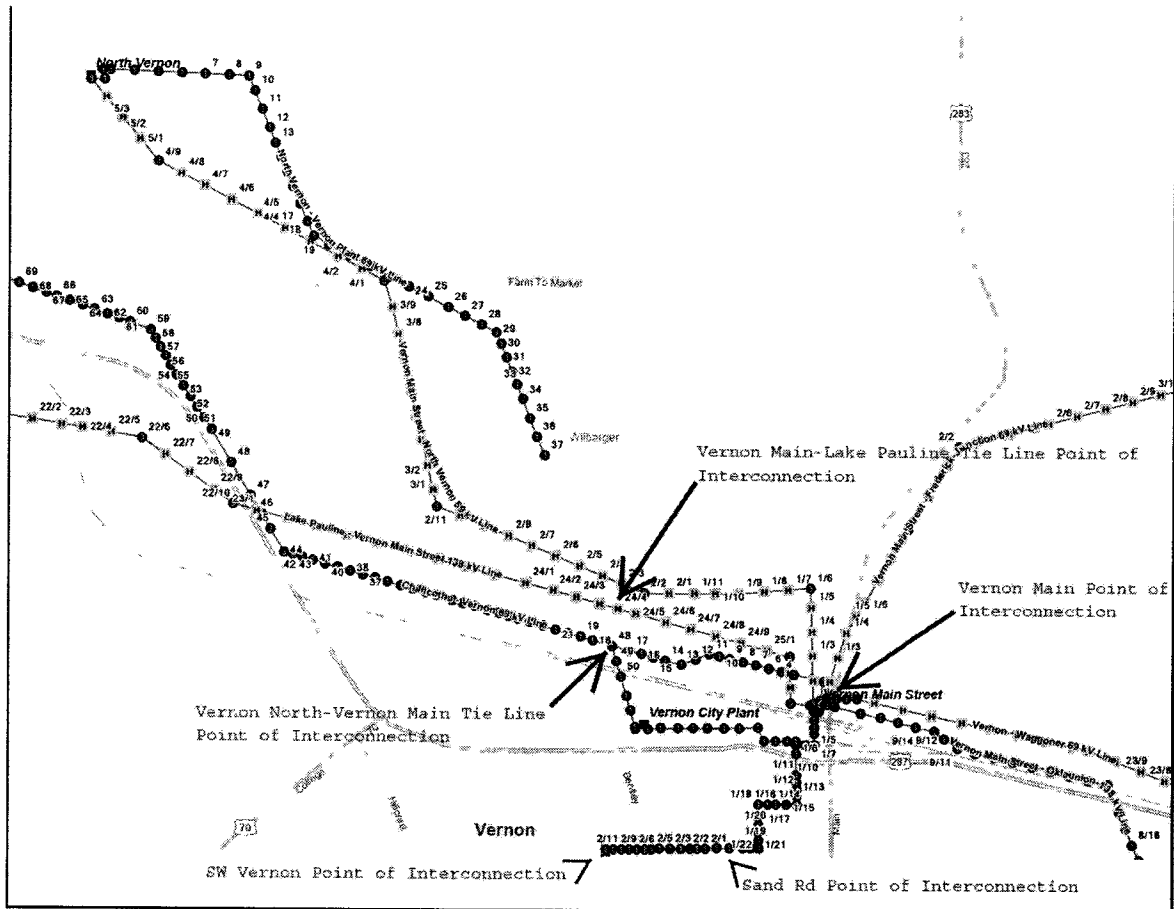
ETT owns the following facilities:

 - the portion of the Vernon Main – Lake Pauline 138 kV transmission line from and including structure 24/4 to the Vernon Main Substation

AEP owns the following facilities:

 - the portion of the Vernon Main – Lake Pauline 138 kV transmission line from, but excluding, structure 24/4 to the Lake Pauline Substation
7. Operational Responsibilities of Each Party:
 - Each party controls and operates all the facilities it owns that are provided for in this Facility Schedule.
 - Per the December 21, 2007 Services Agreement between ETT and American Electric Power Service Corporation, AEP or its affiliates coordinate, direct, and perform all control center and field operation activities on the facilities owned by ETT. These activities shall include, but are not limited to, switching, clearances, and outages for planned maintenance and operations, emergency service restoration, and overall coordination of such activities with ERCOT.
8. Maintenance Responsibilities of Each Party:
 - Each Party is responsible for maintenance of the facilities it owns that are provided for in this Facility Schedule.
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. 29

1. Name: **Vernon Main-Vernon North Tie Line**
2. Facility Location: The Point of Interconnection is located at structure 48 in the Vernon Main-Vernon North 69 kV transmission line approximately one mile from the Vernon Main 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:

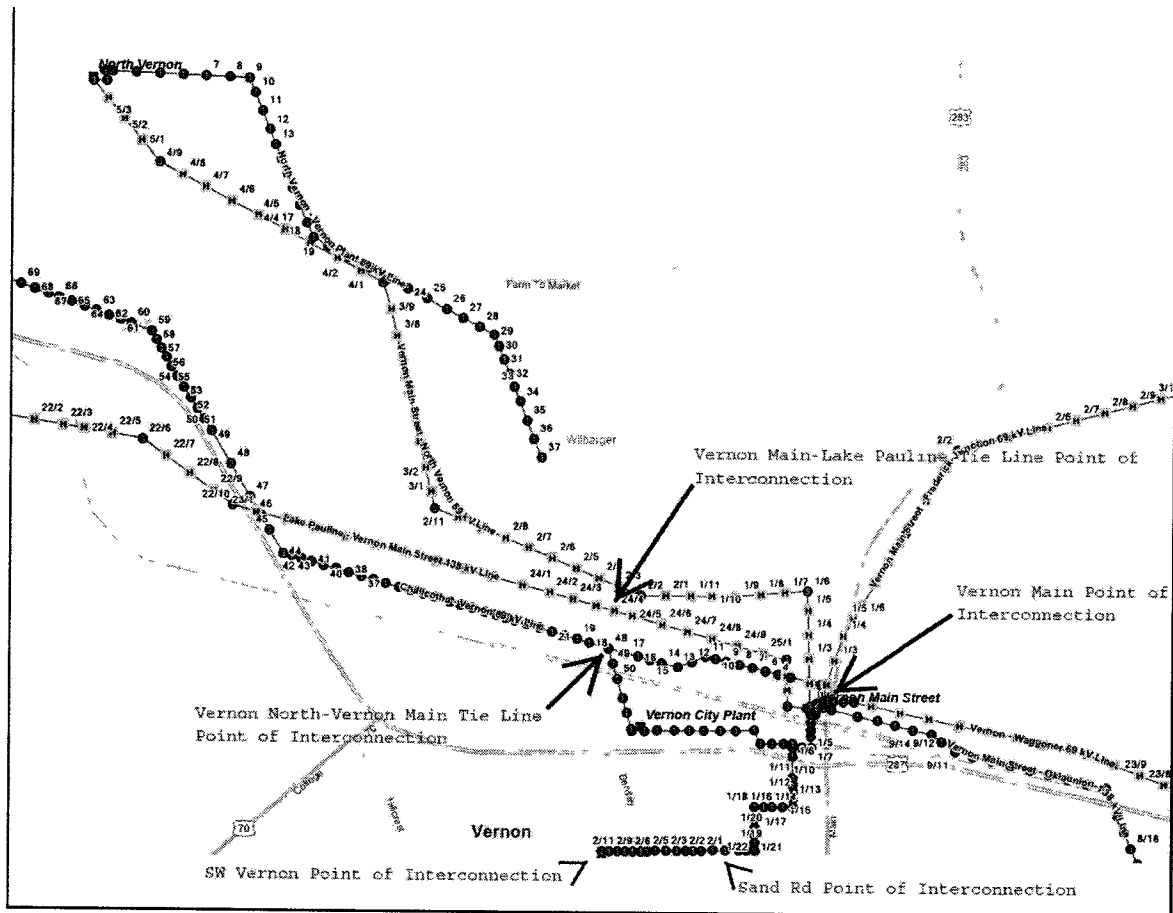
ETT owns the following facilities:

 - the portion of the Vernon Main – Vernon North 69 kV transmission line from and including structure 48 to the Vernon Main Substation

AEP owns the following facilities:

 - the portion of the Vernon Main – Vernon North 69 kV transmission line from, but excluding, structure 48 to the Vernon North Substation
7. Operational Responsibilities of Each Party:
 - Each party controls and operates all the facilities it owns that are provided for in this Facility Schedule.
 - Per the December 21, 2007 Services Agreement between ETT and American Electric Power Service Corporation, AEP or its affiliates coordinate, direct, and perform all control center and field operation activities on the facilities owned by ETT. These activities shall include, but are not limited to, switching, clearances, and outages for planned maintenance and operations, emergency service restoration, and overall coordination of such activities with ERCOT.
8. Maintenance Responsibilities of Each Party:
 - Each Party is responsible for maintenance of the facilities it owns that are provided for in this Facility Schedule.
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. 30

1. Name: **Sand Road**
2. Facility Location: The Sand Road Substation is located at 2700 Sand Road in the City of Vernon, Wilbarger County, Texas. The Point of Interconnection is at the 69 kV bushings of the distribution transformer in the Sand Road 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:

ETT owns the following facilities unless expressly described as footprint facilities below:

- all transmission facilities other than Telecommunication Facilities, including the transmission box structure, within the Sand Road Substation between i) the transmission box structure to which is attached the 69kV transmission line to the Southwest Vernon Substation and the 69kV transmission line to the Vernon Main Substation and ii) the 69 kV bushings of the distribution transformers in the Sand Road Substation (which bushings are owned by AEP)
- all protective, metering, or control facilities and equipment within the Sand Road Substation not functioning exclusively as protective, metering, or control devices for, or in support of the operation or maintenance of Distribution Facilities
- the 69kV transmission line from the Sand Road Substation to the Vernon Main Substation
- the 69kV transmission line from the Sand Road Substation to the Southwest Vernon Substation

AEP owns the following facilities:

- all Distribution Facilities within the Sand Road Substation including the 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
- the substation property, including perimeter fencing, as well as control house structure within the Sand Road Substation
- one (1) station RTU within the control house
- the following footprint facilities within the ground grid boundary of the Sand Road Substation:
 - station service transformer if energized by Distribution Facilities

- instrument transformers if energized by Distribution Facilities
- ground grid
- foundations
- cable tray, trench or raceway or conduit bank
- lighting
- lightning rods and statics
- spill prevention and retention facilities

7. Operational Responsibilities of Each Party:

- Each party controls and operates all the facilities it owns that are provided for in this Facility Schedule.
- Per the December 21, 2007 Services Agreement between ETT and American Electric Power Service Corporation, AEP or its affiliates coordinate, direct, and perform all control center and field operation activities on the facilities owned by ETT. These activities shall include, but are not limited to, switching, clearances, and outages for planned maintenance and operations, emergency service restoration, and overall coordination of such activities with ERCOT.

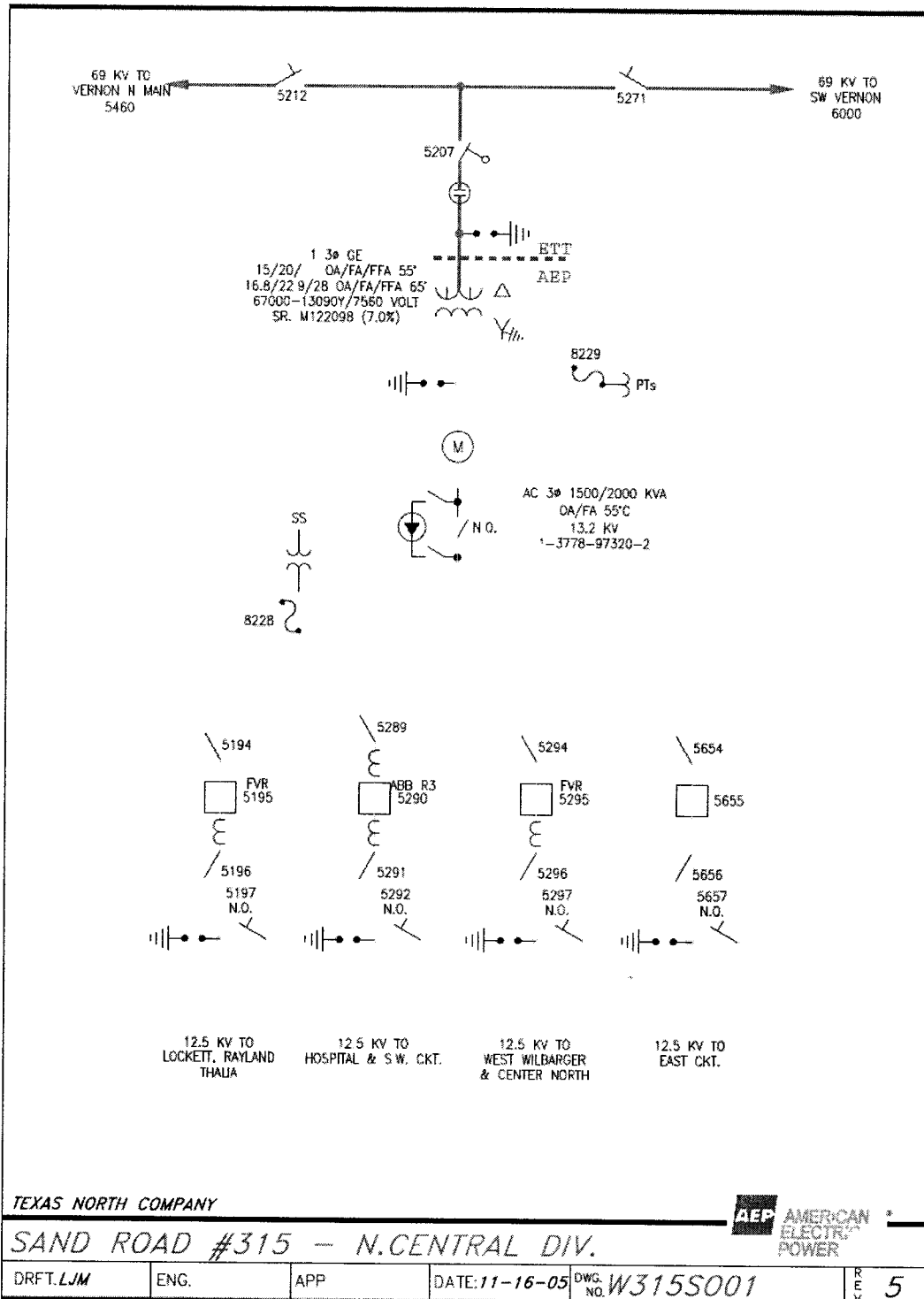
8. Maintenance Responsibilities of Each Party:

- Each Party is responsible for maintenance of the facilities it owns that are provided for in this Facility Schedule.

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. 31

1. Name: **Southwest Vernon**
2. Facility Location: The Southwest Vernon Substation is located at 10025 CR 99 South in the City of Vernon, Wilbarger County, Texas. The Point of Interconnection is at the dead-end structure that terminates the 69 kV transmission line from the Vernon Main Substation where the jumper conductors from the substation equipment physically contact the connectors on the 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:

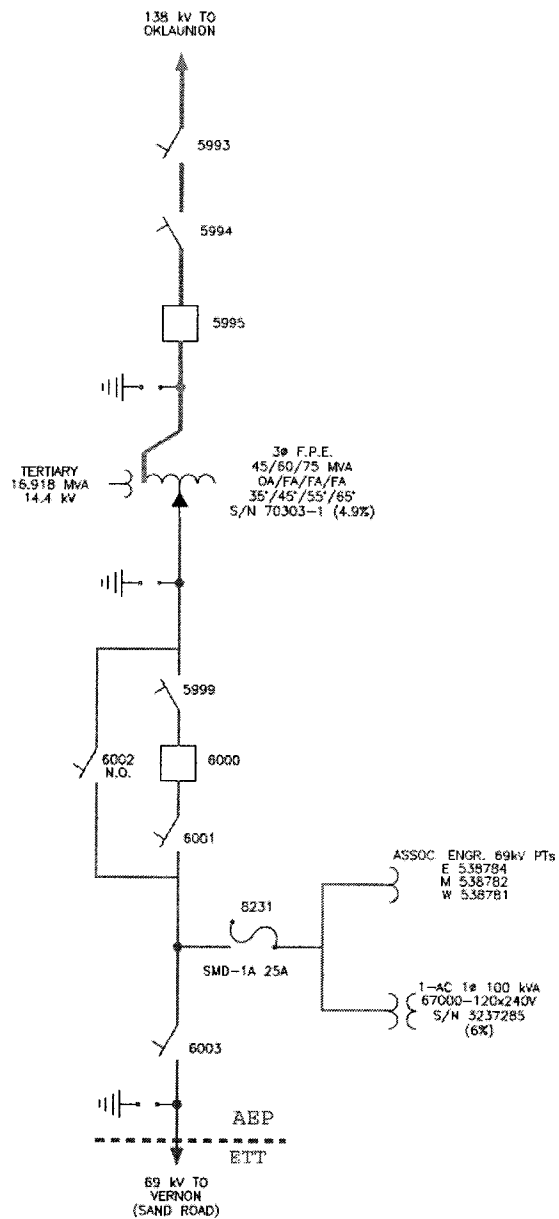
ETT owns the following facilities:

 - the 69 kV transmission line from the Southwest Vernon Substation to the Vernon Main Substation

AEP owns the following facilities:

 - the Southwest Vernon Substation and all of the facilities within it
7. Operational Responsibilities of Each Party:
 - Each party controls and operates all the facilities it owns that are provided for in this Facility Schedule.
 - Per the December 21, 2007 Services Agreement between ETT and American Electric Power Service Corporation, AEP or its affiliates coordinate, direct, and perform all control center and field operation activities on the facilities owned by ETT. These activities shall include, but are not limited to, switching, clearances, and outages for planned maintenance and operations, emergency service restoration, and overall coordination of such activities with ERCOT.
8. Maintenance Responsibilities of Each Party:
 - Each Party is responsible for maintenance of the facilities it owns that are provided for in this Facility Schedule.
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



TEXAS NORTH COMPANY

AEP AMERICAN
ELECTRIC
POWER

SOUTHWEST VERNON SUB #880

DRFT LJM

ENG.

APP.

DATE: 11-17-05

DWG NO W880S001

REV

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FACILITY SCHEDULE NO. 32

1. Name: **Oklaunion South Substation**
2. Facility Location: The Oklaunion South Substation ("Substation") is located at 12567 FM Rd. 3430, approximately 5 miles southeast of the City of Vernon, Wilbarger County, Texas. There are three (3) 138 kV and two (2) 345 kV Points of Interconnection at the Substation. The Points of Interconnection are located at i) the Substation dead-end structures where the conductors from the Substation equipment connect to the conductors of the 138 kV transmission lines from the Southwest Vernon substation and Vernon Main Street substation, ii) the point where the 138 kV conductors from switch #1397 connect to circuit switcher #5607, and iii) the Substation dead-end structures where the conductors from the Substation equipment connect to the conductors of the 345 kV transmission lines from the Mulberry Red Creek substation and Fisher Road substation.
3. Delivery Voltage: 138 kV & 345 kV
4. Normal Operation of Interconnection: Closed
5. One-Line Diagram Attached: Yes
6. Facility Ownership Responsibilities of the Parties:

ETT owns the following facilities:

- all transmission facilities within the Substation other than Telecommunication Facilities (except for two (2) RTUs for ERCOT settlement metering and station control, including such RTU's dedicated IP switch and router equipment), between i) the Substation dead-end structures to which are attached the 138 kV transmission lines to the Southwest Vernon substation and Vernon Main substation, 138 kV tie-line to the Oklaunion Power Plant reserve auxiliary transformers, the 345 kV transmission line to the Fisher Road substation, the 345 kV tie-line to the Oklaunion Power Plant Generator Unit #1, the 345 kV transmission line to the Mulberry Red Creek substation, and the 345 kV transmission line to the Oklaunion HVDC substation and ii) the transmission side bushings of circuit switcher #5607. ETT owns the dead-end structures referenced in (i) of the foregoing, and AEP owns the bushings referenced in (ii) of the foregoing.
- all protective, metering, or control facilities and equipment in the Substation not functioning exclusively as protective, metering, or control devices for, or in support of the operation or maintenance of Distribution Facilities
- certain footprint facilities within the ground grid boundary of the Substation

AEP owns the following facilities:

- all Distribution Facilities within the Substation including the 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
- the Substation property, including perimeter fencing, as well as control house structure within the Substation
- the 138 kV facilities between circuit switcher #5607 and the Distribution Facilities, including circuit switcher #5607
- all Telecommunication Facilities except the two (2) RTU's referenced above
- one (1) wireless remote communication device
- certain footprint facilities within the ground grid boundary of the Substation:

AEP and Public Service Company of Oklahoma ("PSO") jointly own the HVDC Substation, including switch #5598. The relationship of AEP, PSO, and ETT with respect to the Point of Interconnection where the 345 kV conductors from switch #5598 connect to the dead-end structure inside the Oklahoma South Substation is addressed in a separate interconnection agreement among AEP, PSO, and ETT.

7. Operational Responsibilities of Each Party:
 - Each party controls and operates all the facilities it owns that are provided for in this Facility Schedule.
 - Per the December 21, 2007 Services Agreement between ETT and American Electric Power Service Corporation, AEP or its affiliates coordinate, direct, and perform all control center and field operation activities on the facilities owned by ETT. These activities shall include, but are not limited to, switching, clearances, and outages for planned maintenance and operations, emergency service restoration, and overall coordination of such activities with ERCOT.
8. Maintenance Responsibilities of Each Party:
 - Each Party is responsible for maintenance of the facilities it owns that are provided for in this Facility Schedule.
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

Enclosure 2

AMENDED AND RESTATED
INTERCONNECTION AGREEMENT
DATED AS OF MARCH 29, 2010
BETWEEN
ELECTRIC TRANSMISSION TEXAS, LLC
AND
AEP TEXAS NORTH COMPANY

**AMENDED AND RESTATED
INTERCONNECTION AGREEMENT**

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**AMENDED AND RESTATED
INTERCONNECTION AGREEMENT**

This Amended and Restated Interconnection Agreement (this "Agreement") is made and entered into this March 29, 2010, by and between AEP Texas North Company ("AEP") and Electric Transmission Texas, LLC ("ETT"), a Delaware limited liability company.

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 Electric Reliability Council of Texas ("ERCOT") and are subject to regulation by the Public Utility Commission of Texas ("PUCT").
- C. The parties have entered into an Interconnection Agreement dated as of December 2, 2009, to provide for the interconnection of their respective electric systems in the respects, and under the terms and conditions, set forth therein.
- D. The said Interconnection Agreement provides terms and conditions that allow points of interconnection be added to the Interconnection Agreement as mutually agreed by the parties, whereby such additions be recorded in Schedule 3.1 and Facility Schedules be added in such a way that the numbering of the other Facility Schedules in the Interconnection Agreement is not changed.
- E. The parties have agreed to amend the Interconnection Agreement in accordance with its terms and conditions to add and terminate points of interconnect and to make other changes by restating the same as set forth herein, such amendment and restatement to be effective as of March 29, 2010.

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, the singular includes the plural, and "including" has 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, (a) references to any agreement, document or instrument shall mean such agreement, document or instrument as the same may be amended, modified, supplemented or replaced from time to time, including by waiver or consent; and includes all exhibits, schedules, and attachments thereto; and (b) references to Applicable Law shall mean a reference to such Applicable Law as the same may be amended, modified, supplemented or restated and be in effect from time to time, including by succession of comparable successor law.

2. GENERAL PROVISIONS

2.1. Effective Date and Term.

This Agreement and any subsequent addendum to this Agreement will become effective on such effective date as accepted by the Federal Energy Regulatory Commission ("FERC"), or any other regulatory agency or agencies having jurisdiction. Unless otherwise mutually agreed, this Agreement will remain in effect so long as the parties continue to have interconnected facilities.

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 and distribution systems will be interconnected or wholesale metering points will be established and to identify the facilities and equipment provided by each party at the points of interconnection between their systems
- 2.2.2. This Agreement will apply to the ownership, control, operation, and maintenance of those facilities which are specifically identified and described in the Facility Schedules which 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 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 agree to interconnect their facilities at the locations, and in accordance with the terms and conditions, specified in Schedule 3.1 and the Facilities Schedules attached thereto. All Points of Interconnection will be specified in Schedule 3.1 and the Facilities Schedules as they may be amended from time to time. The Facility Schedules will specify the responsibilities of the parties with respect to ownership, control, operation, and maintenance of the connection facilities.
- 3.2. Unless otherwise provided in a Facility Schedule, each party will, at each Point of Interconnection, at its own risk and expense, design, install, or cause the design, and installation of its 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. The parties agree that all Points of Interconnection will be established in conformance with operating guidelines and the ERCOT Protocols, as the same may be amended hereafter. 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. Each party will be responsible for meeting or exceeding these specifications for the equipment and facilities it owns at each Point of Interconnection.
- 3.3. From time to time, a Point of Interconnection may be added to 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 3.1 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 a Facility Schedule, each party will be responsible for the operation, maintenance, and inspection of all facilities owned by that party at 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 90 days in advance of the change of service provider. Such transition plan will be in accordance with Good Utility Practices, ERCOT Protocols, 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. Each party will operate its electrical network in such a manner that power flows that enter and exit that party's transmission network do not have undue impacts on the other party's transmission network. Operational responsibility by one party for facilities owned by the other party will be identified in the Facilities Schedule for that particular Point of Interconnection. Unless otherwise provided by the Facility Schedules, each party will operate the facilities within its transmission network. Transmission networks 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 service to their respective customers to the extent practicable. Planned maintenance by either party that will cause a deviation from the normal power and energy flow at a Point of Interconnection will be scheduled at a mutually agreeable time. No changes will be made in the normal operation of a Point of Interconnection without the mutual agreement of the party. 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 operating guidelines as established from time to time by ERCOT.
- 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 shall not be unreasonably withheld or delayed. It will 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.
- 5.8. Each party will determine the operating limits of the facilities that it owns, and the operating party of 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, the applicable 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 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 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 the 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 permission to install, maintain, and/or operate, or cause to be installed, maintained and/or operated, on its premises, the apparatus and devices necessary for metering, telemetering, recording, and communications

required for the performance of this Agreement. Any such installation, maintenance, and operation will be performed, except in the case of emergencies, only after a schedule of such activity has been submitted and agreed upon by the parties.

- 6.3. Any and all equipment, apparatus, devices, or facilities installed, or caused to be installed by one party on, or in, the premises of the other party, will be and remain the property of the party owning and installing such equipment, apparatus, devices, or facilities, regardless of the mode and manner of annexation or attachment to real property. Upon the termination of any Point of Interconnection under this Agreement, the party owning and installing such equipment, apparatus, devices, or facilities on the property of the other party, will: (i) have the right to sell such equipment, apparatus, devices, or facilities to the other party or (ii) enter the premises of the other party and, within a reasonable time, remove such equipment, apparatus, devices, or facilities at no cost to the owner of the premises. If, upon the termination of any Point of Interconnection under this Agreement, equipment of a party that is installed on the premises of the other party is either not sold to the other party or removed by the owning party within a reasonable time, it will 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 equipment, apparatus, devices, or facilities that are placed or installed on the other party's premises with appropriate ownership identification.
- 6.5. Either party may request the other party to upgrade or modify the requested party's 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 equipment may limit the transfer capability of the transmission system, and/or ii) the termination equipment is not in accordance with the ERCOT Operating Guides on system protection relaying. In the cases where the ERCOT Operating Guides 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, applicable ERCOT operating and metering guidelines, and the ERCOT Protocols.

- 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 ERCOT operating or metering guidelines, whichever is applicable, 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 ERCOT operating or metering guidelines, whichever is applicable.
- 7.4. As long as metering, telemetering, or communications facilities are required by the ERCOT Protocols and are operated and maintained in accordance with ERCOT guidelines and Protocols, 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 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

Unless specified otherwise in another written agreement between the parties, each party will provide, at its own expense, the necessary communication and telemetering facilities it needs for the control and operation of its transmission and distribution facilities that are the subject of this Agreement.

All communication and telemetering facilities required herein will be selected, installed, tested, and maintained by the party owning such equipment in accordance with Good Utility Practice, applicable ERCOT operating and metering guidelines, and the ERCOT Protocols.

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 1) 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 2) 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 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 and the limitations of liability set forth in Article 11 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 Practices (to the extent practicable in light of the Force Majeure Event);
- 11.2. The non-performing party, within 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; 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 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. After execution by both parties, AEP will file this Agreement with FERC with copies of such filing provided to the PUCT.
- 13.3. This Agreement, and all obligations hereunder, are expressly conditioned upon obtaining approval, authorization, or acceptance for filing by any regulatory body, whose approval, authorization, or acceptance for filing is required by law. Both parties hereby agree to support the approval of this Agreement before such regulatory authority and to provide such documents, information, and opinions as may be reasonably required or requested by either party in the course of approval proceedings.
- 13.4. 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 notice of such election to the other upon 60 days prior written notice 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.

14. DISPUTE RESOLUTION

- 14.1. Except to the extent that a dispute is subject to the dispute resolution procedures in the PUCT's Subst. R. 25.203, in the event that the parties are unable to resolve any dispute under this Agreement within 60 days, the President of MidAmerican Energy Holdings Company and the President-AEP Utilities 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's duties. All decisions and agreements, if any, made by 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, ERCOT Operating Guides, ERCOT Protocols, ERCOT Interconnection Procedures, or other ERCOT standards and procedures.

16. GENERAL PROVISIONS

16.1. Confidentiality.

- 16.1.1. A party's "Confidential Information" 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