

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.

- 16.1.3. Notwithstanding anything to the contrary in this Section 16.1, Confidential 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 facsimile transmission, by any courier service which guarantees overnight, receipted delivery, or by U.S. Certified or Registered Mail, return receipt requested, addressed to the party entitled thereto, at:

If to AEP:	Chris Mayne American Electric Power Service Corporation 700 Morrison Road Gahanna, Ohio 43230 Telephone: (614) 552-1787 Fax: (614) 552-1628
with a copy to:	Jeffrey D. Cross Deputy General Counsel American Electric Power Service Corporation 1 Riverside Plaza Columbus, Ohio 43215 Telephone: (614) 716-1580 Fax: (614) 716-3440

with copy to:	<p>Clark, Thomas & Winters Attention: C. Joseph Cain P.O. Box 1148 Austin, Texas 78767 or 300 West 6th Street, 15th Floor Austin, Texas 78701 Telephone: 512-495-8831 Facsimile No.: 512-474-1129</p>
If to ETT:	<p>J. Calvin Crowder, President 400 W. 15th Street Austin , TX 78701-1677 Telephone: (512) 391-2961 Fax: (886) 947-1063</p>
with a copy to:	<p>[] If for delivery by FEDEX or other express delivery: 666 Grand Ave., Suite 500 Des Moines, Iowa 50306-0657</p> <p>or if delivery by United States Postal Service: MidAmerican Energy Holdings Company PO Box 657 Des Moines, IA 50306-0657 Telephone No.: 515-281-2902 Facsimile No.: 515-281-2959</p>
with a copy to:	<p>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</p> <p>or if delivery by United States Postal Service: MidAmerican energy Holdings Company PO Box 657</p>

	Des Moines, IA 50306-0657 Telephone: 515-281-2644 FAX.: 515-242-4398

Any notices will be sent to the address or facsimile number when permitted as specified in this Agreement or to such other address or facsimile number 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 supercedes 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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The next page of this document is S-1]

Executed to be effective as provided above:

AEP Texas North Company

Electric Transmission Texas, LLC

By: _____

Name: Michael Heyeck

Title: Vice President

By: _____

Name: J. Calvin Crowder

Title: President

EXHIBIT 1.1

DEFINITIONS

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

<u>TERM</u>	<u>DEFINITION</u>
1. AEP	As 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.
6. 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 As defined in Recital B..
9. ERCOT Protocols Documents adopted by ERCOT, and approved by the PUCT, including any attachments or exhibits referenced in the ERCOT Protocols, as amended from time to time, that contain the scheduling, operating, planning, reliability, and settlement policies (including customer registration), rules, guidelines, procedures, standards, and criteria of ERCOT.
10. ETT As defined in the first paragraph hereof
11. Facility Schedule(s) Addendum(s) to this Agreement that describe the agreement on ownership, control, operation, and maintenance responsibilities of the parties at the Point(s) of Interconnection and any additional terms and conditions of this Agreement that apply specifically to the Point(s) of Interconnection.
12. FERC As defined in Section 2.1.
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 13.4; 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 Practices Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather is intended to include acceptable practices, methods, or acts generally accepted in the region.
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. O &M Service Provider As defined by Section 5.1 of the Services Agreement
20. Person Any individual, corporation, partnership, limited liability company, other business organization of any kind,

association, trust, or governmental entity, agency, or instrumentality.

21. Point(s) of Interconnection
The points of interconnection established under this Agreement, and future points of interconnection that may be established under this Agreement, at which the electrical systems of the parties are or may be (i) connected by the closure of normally open switches and (ii) metering points of delivery on a party's system.
22. PUCT
As defined in Recital B.
23. PURA
The Public Utility Regulatory Act in the Texas Utilities Code.
24. PURA Affiliate
As defined in Sections 11.003(2) and 11.006 of PURA.
25. Representative
As defined in Section 16.1.2.
26. Services Agreement
As defined in Section 9.8.
27. 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.
28. 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 broadband-

over-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 3.1

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (KV)	DATE ORIGINALLY INCLUDED OR AMENDED IN THIS INTERCONNECTION AGREEMENT*
1	Nicole (1)	138	December 2, 2009 March 29, 2010
2	Bluff Creek (1)	138	March 29, 2010
3	Oak Creek (1)	138	March 29, 2010
4	Firerock PST (0)	NA	March 29, 2010
5	Santiago (2)	138	March 29, 2010
6	South Abilene (1)	69	March 29, 2010
7	Cedar Gap (2)	69	March 29, 2010
8	Tuscola (2)	69	March 29, 2010
9	Bradshaw/Climax (2)	69	March 29, 2010
10	Winters (2)	69	March 29, 2010
11	Hatchel (1)	69	March 29, 2010
12	Ballinger (1)	69	March 29, 2010
13	Matador (1)	69	March 29, 2010
14	Paducah Clare Street (2)	69	March 29, 2010
15	Paducah City (1)	69	March 29, 2010
16	Rio Pecos (5)	69	March 29, 2010
17	Big Lake PST (2)	138	March 29, 2010
18	Tombstone (2)	138	March 29, 2010
19	Yellow Jacket (5)	69 & 138	March 29, 2010
20	West Childress (1)	69	March 29, 2010
21	Childress 20 th Street (1)	69	March 29, 2010
22	Cisco (1)	69	March 29, 2010
23	Putnam (1)	69	March 29, 2010
24	Illinois #4 (1)	69	March 29, 2010
25	Fort Lancaster (1)	69	March 29, 2010

* These dates do not reflect the date that the Point of Interconnection was established.

SCHEDULE 3.1 continued

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (KV)	DATE ORIGINALLY INCLUDED OR AMENDED IN THIS INTERCONNECTION AGREEMENT*
26	Muleta (2)	69	March 29, 2010
27	Vernon Main (2)	69 & 138	March 29, 2010
28	Vernon Main-Lake Paulne Tie Line (1)	138	March 29, 2010
29	Vernon Main-Vernon North Tie Line (1)	69	March 29, 2010
30	Sand Road (1)	69	March 29, 2010
31	Southwest Vernon (1)	69	March 29, 2010
32	Oklahoma Union South Substation (5)	138 & 345	March 29, 2010 May 11, 2011

Deleted: 6

* These dates do not reflect the date that the Point of Interconnection was established.

FACILITY SCHEDULE NO. 1

1. Name: **Nicole**
2. Location: The Nicole Switching Station is located in Coke County, Texas approximately 44 miles southwest of Abilene. The Point of Interconnection is located at the station dead-end where the conductors from the station equipment connect to the conductors of the Red Creek – 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:

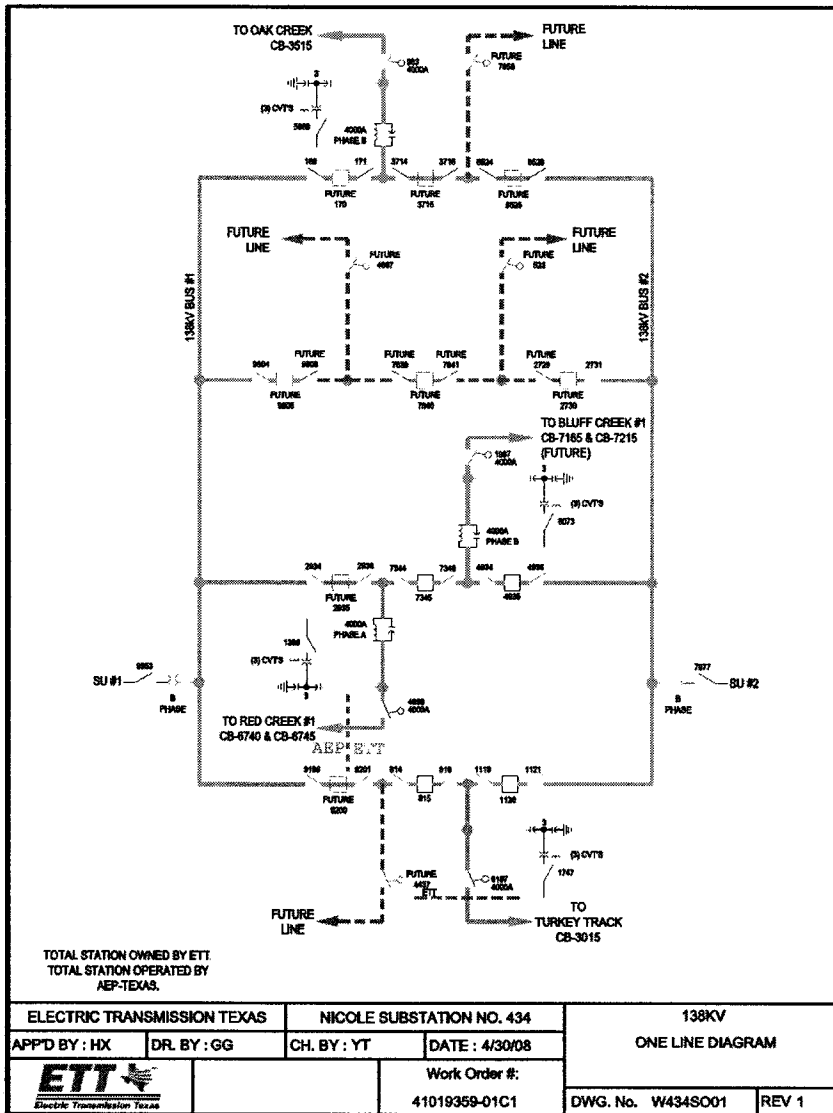
AEP owns the following facilities:

 - the Red Creek – Nicole 138 kV transmission line

ETT owns the following facilities:

 - the Nicole Switching Station, including all the facilities within it other than Telecommunication Facilities
 - the jumper conductors from the station equipment to the terminal connector on the Nicole - Red Creek 138 kV transmission line
 - approximately 20.2 miles of 138 kV transmission line conductors from the Nicole Substation to the Bluff Creek Substation, including static wire and OPGW fiber elements, subject to AEP's rights to use certain of the included fibers under that 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 (the "IRU Agreement")
 - OPGW fiber cable entrance facilities and fiber distribution panel associated with the Bluff Creek to Nicole transmission line circuit
 - the jumper conductors from the station equipment to the terminal connector on the Nicole - Bluff Creek 138 kV transmission line circuit
 - approximately 2.4 miles of 138 kV transmission line conductors from the Nicole Substation 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
 - OPGW fiber cable entrance facilities and fiber distribution panel associated with the Oak Creek to Nicole transmission line

- the jumper conductors from the station equipment to the terminal connector on the Nicole - Oak Creek 138 kV transmission line circuit
7. Facility Operation Responsibilities of the Parties:
 - 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. Facility Maintenance Responsibilities of the Parties:
 - 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

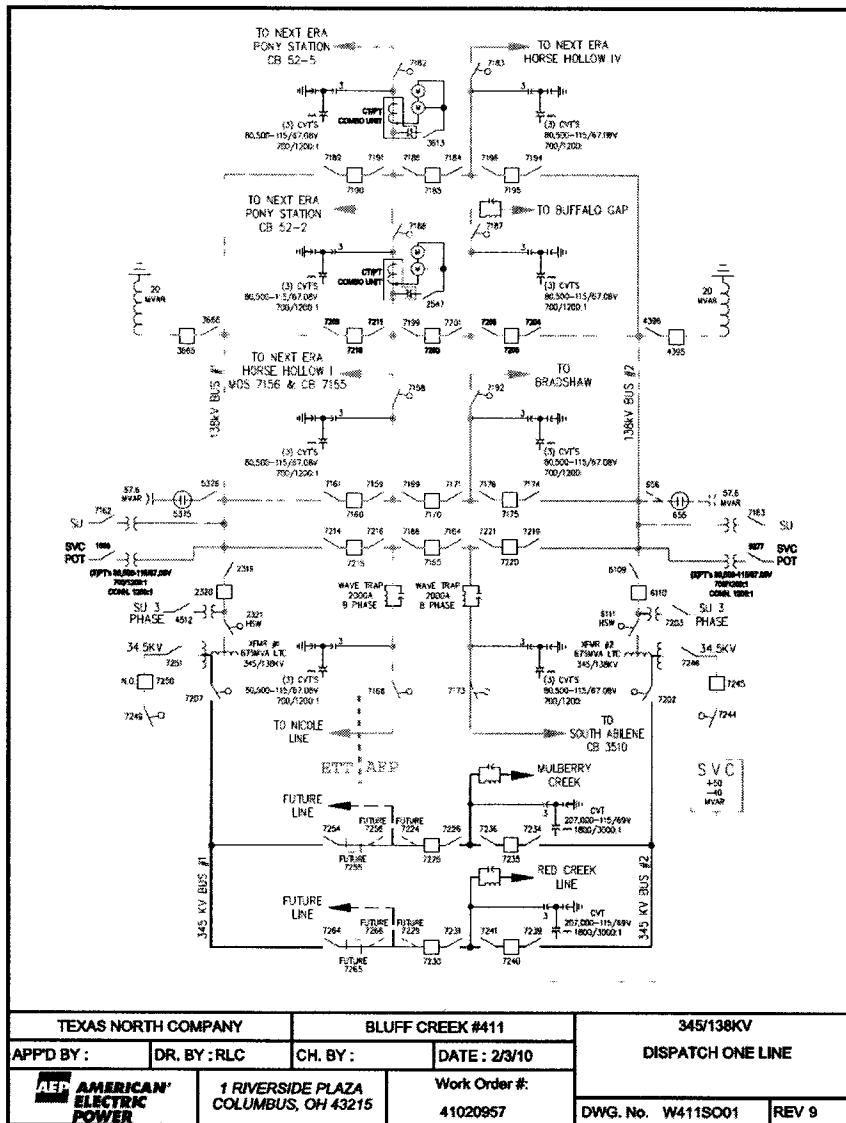


FACILITY SCHEDULE NO. 2

1. Name: **Bluff Creek**
2. Location: The Bluff Creek Substation is located at 14257B Hwy 277S near the City of Wingate, Taylor County, TX. The Point of Interconnection is located at the station dead-end where the conductors from the station equipment connect to the conductors of the Bluff Creek – Nicole 138 kV transmission line circuit.
3. Delivery Voltage: 138 kV
4. Normal Operation of Interconnection: Closed
5. One-Line Diagram Attached: Yes
6. Facility Ownership Responsibilities of the Parties:
AEP owns the following facilities:
 - the Bluff Creek Substation, including all the facilities within it
 - the conductors from the station equipment to the Bluff Creek – Nicole 138 kV transmission line
ETT owns the following facilities:
 - approximately 20.2 miles of 138 kV transmission line conductors from the Nicole Substation to the Bluff Creek Substation, including static wire and OPGW fiber elements, subject to AEP's rights to use certain of the included fibers under that 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
 - OPGW fiber cable entrance facilities and fiber distribution panel associated with the Bluff Creek to Nicole transmission line circuit
7. Facility Operation Responsibilities of the Parties:
 - 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. Facility Maintenance Responsibilities of the Parties:
 - 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. 3

1. Name: **Oak Creek**
2. Location: The Oak Creek Substation is located at 1401 S State Hwy 70 near the City of Blackwell, Coke County, Texas. The Point of Interconnection is located at the station dead-end where the conductors from the station equipment connect to the conductors of the Oak Creek – 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:
AEP owns the following facilities:
 - the Oak Creek Substation, including all the facilities within it
 - the conductors from the station equipment to the Oak Creek – Nicole 138 kV transmission line
ETT owns the following facilities:
 - the Oak Creek – Nicole 138 kV transmission line
 - approximately 2.4 miles of 138 kV transmission line conductors from the Nicole Substation 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 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
 - OPGW fiber cable entrance facilities and fiber distribution panel associated with the Oak Creek to Nicole transmission line
7. Facility Operation Responsibilities of the Parties:
 - 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. Facility Maintenance Responsibilities of the Parties:

- 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. 4

1. Name: **Firerock PST**
2. Facility Location: The Firerock PST Substation 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:

ETT owns the following facilities:

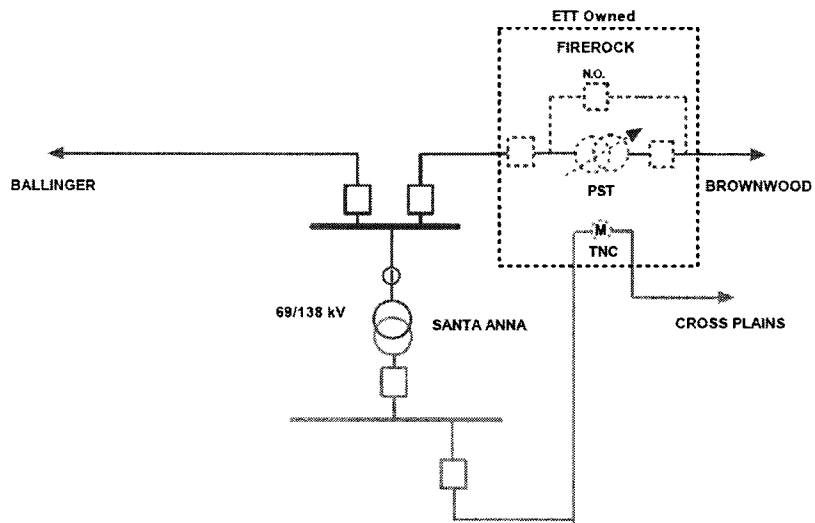
 - all of the 138 kV facilities in the Firerock PST Substation other than Telecommunication Facilities
 - the phase shifting transformer within the Firerock Substation
 - one (1) RTU for the PST

AEP owns the following facilities:

 - all of the 69 kV facilities within the Firerock PST Substation, including the 69 kV metering equipment
 - one (1) station RTU
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

FIREROCK



138 kV ———— — — —
 69 kV ———— — — —
 EXISTING FUTURE

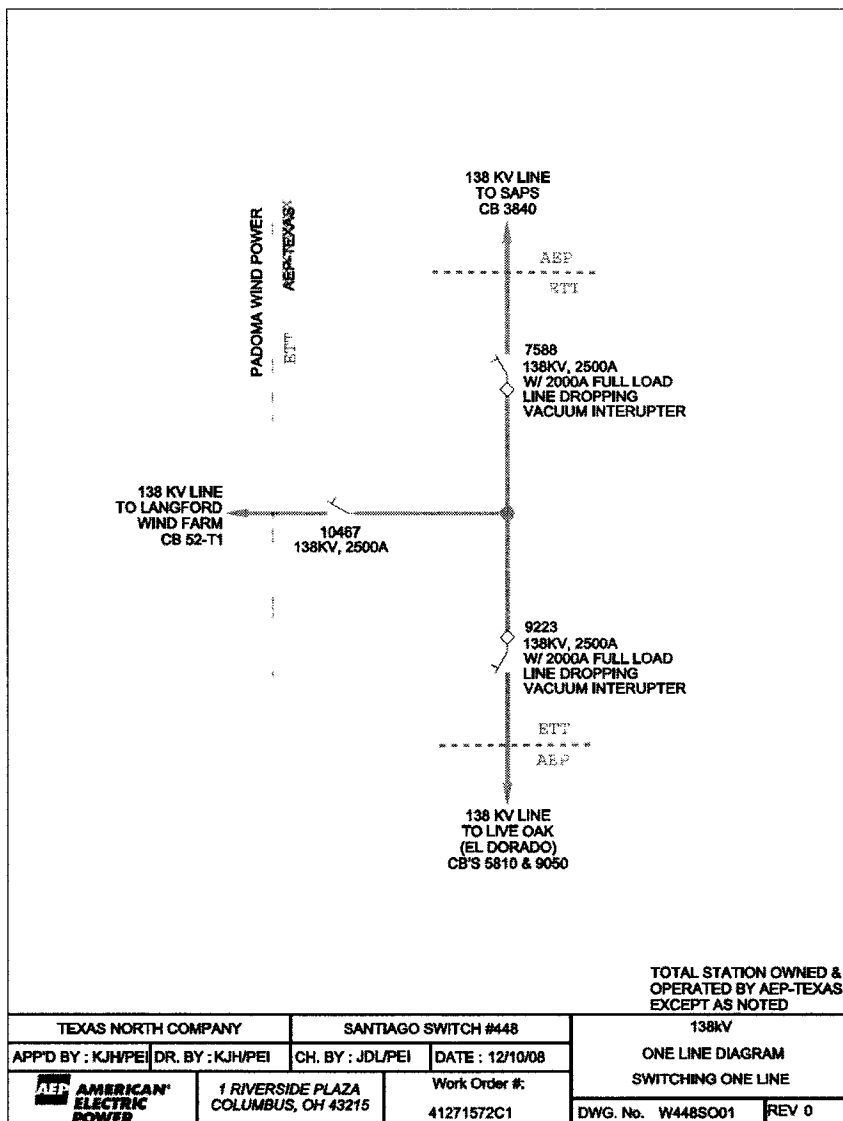
REVISED DATE: 05/18/09

FACILITY SCHEDULE NO. 5

1. Name: **Santiago**
2. Facility Location: The Santiago Switching Station is located approximately 20 miles north of the Eldorado Live Oak Substation and approximately 7 miles south of the town of Christoval, Texas near the intersection of Duff Road and US Highway 277. The two Points of Interconnection at this location are at the tap in the SAPS – Eldorado Live Oak 138 kV transmission line between structures 223 and 224 where the conductors from the two sectionalizing line switches connect to the conductors of the 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:
ETT owns the following facilities:
 - the Santiago Switching Station, including the following:
 - all transmission facilities in the Santiago switching station located between Structure 223 and Structure 224 in the San Angelo Power Station – Eldorado Live Oak 138 kV transmission line including the dead end structures to which the transmission circuits are connected
 - the box structure in the SAPS – Eldorado Live Oak 138 kV transmission line consisting of a four post steel structure to which transmission conductors are attached and dead end structures
 - a charging current interrupting switch in the radial 138 kV transmission line from the Langford Substation
 - two (2) full load current interrupting sectionalizing switches in the SAPS – Eldorado Live Oak 138 kV transmission line
AEP owns the following facilities:
 - the SAPS – Eldorado Live Oak 138 kV transmission line excluding the box structure, station dead end structures, line sectionalizing switches and associated insulators and connecting hardware in the Santiago Switching Station
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. 6

1. Name: **South Abilene**
2. Facility Location: The South Abilene Substation is located at 2418 Waldrop in the City of Abilene, Taylor County, TX. The Point of Interconnection is at the dead-end structure that terminates the 69 kV transmission line from the Cedar Gap 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 between the South Abilene Substation and the Cedar Gap Substation

AEP owns the following facilities:

 - the South Abilene Substation and all the facilities within the substation
 - the conductors from the station equipment to the 69 kV South Abilene to Cedar Gap transmission line
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. 7

1. Name: **Cedar Gap**
2. Facility Location: The Cedar Gap Substation is located at the intersection of S Hwy 83-84 & CR 147 in the City of Abilene, Taylor County, TX. The two (2) Points of Interconnection are within the substation at 1) the 69 kV dead-end structure of the Cedar Gap to South Abilene transmission line, and 2) the 69 kV dead-end structure of the transmission line from the Cedar Gap Substation to the Taylor Electric Cooperative ("Cooperative") Roberts 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:

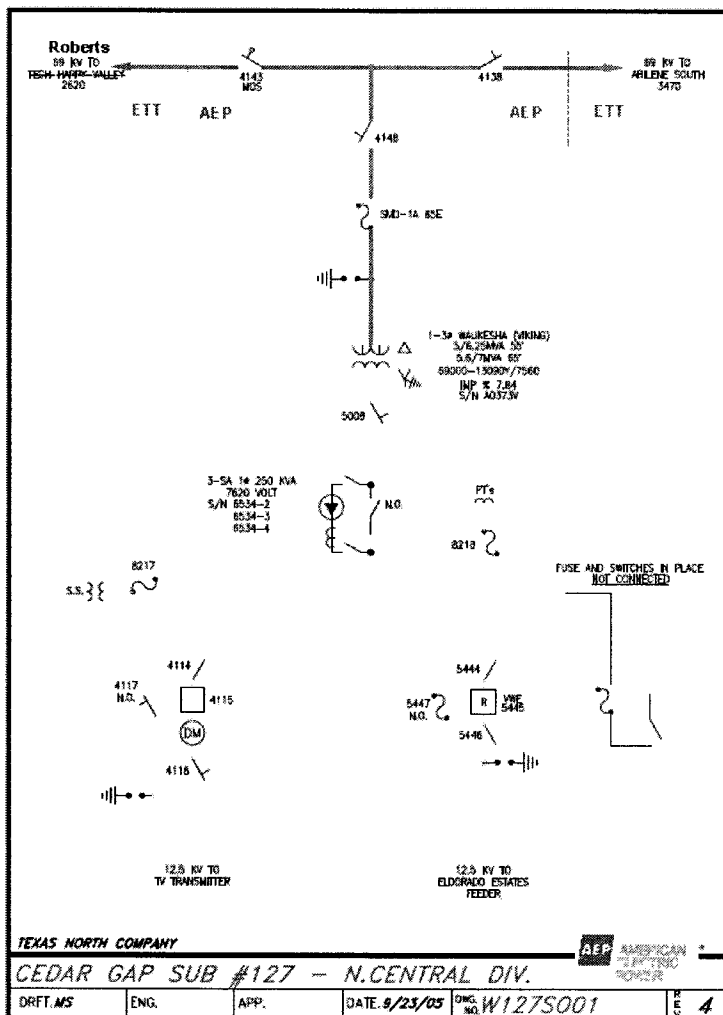
ETT owns the following facilities:

 - the 69 kV transmission line between the Cedar Gap Substation and the South Abilene Substation
 - the 69 kV transmission line between the Cedar Gap Substation and Cooperative's Roberts Substation

AEP owns the following facilities:

 - the Cedar Gap Substation and all the facilities within the substation
 - the conductors from the station equipment to both 69 kV dead-end structures
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. 8

1. Name: **Tuscola**
2. Facility Location: The Tuscola Substation is located at 101 1st Street in the City of Tuscola, Taylor County, TX. The two (2) Points of Interconnection are within the substation at 1) the 69 kV dead-end structure of the transmission line from the Tuscola Substation to the Taylor Electric Cooperative ("Cooperative") Roberts Substation, and 2) the 69 kV dead-end structure of the Tuscola to Bradshaw/Climax 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:

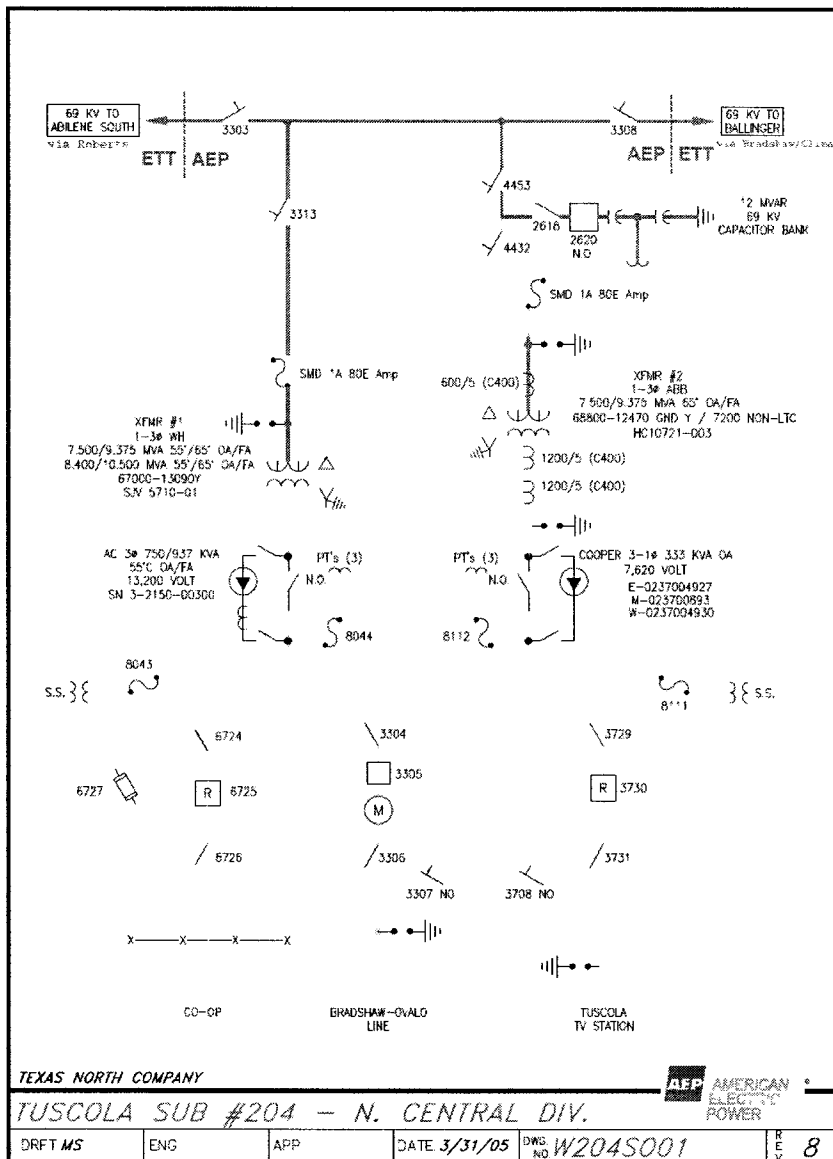
ETT owns the following facilities:

 - the 69 kV transmission line between the Tuscola Substation and Cooperative's Roberts Substation
 - the 69 kV transmission line between the Tuscola Substation and the Bradshaw/Climax Substation

AEP owns the following facilities:

 - the Tuscola Substation and all the facilities within the substation
 - the conductors from the station equipment to both 69 kV dead-end structures
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. 9

1. Name: **Bradshaw/Climax**
2. Facility Location: The Bradshaw/Climax Substation is located at 1374 CR 174 in the City of Bradshaw, Taylor County, TX. The two (2) Points of Interconnection are within the substation at 1) the 69 kV dead-end structure of the Bradshaw/Climax to Tuscola transmission line, and 2) the 69 kV dead-end structure of the Bradshaw/Climax to Happy Valley Tap 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:

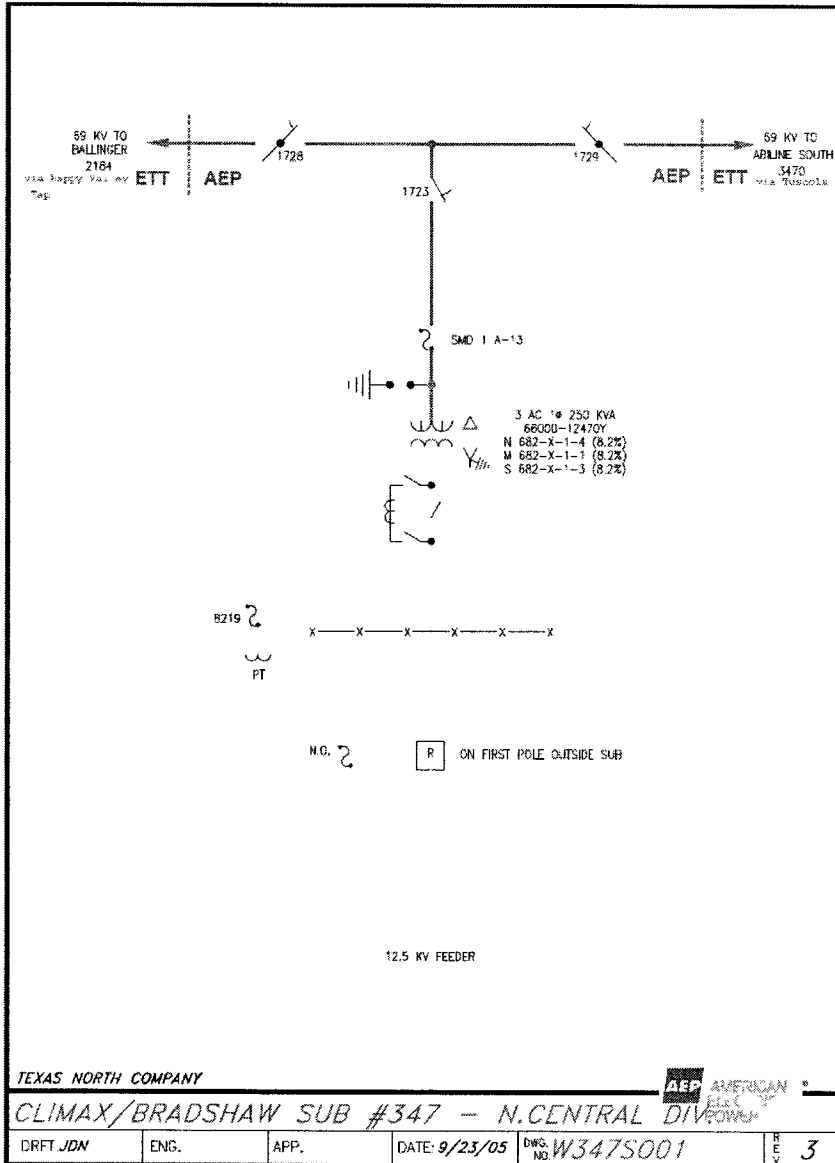
ETT owns the following facilities:

 - the 69 kV transmission line between the Bradshaw/Climax Substation and the Tuscola Substation
 - the 69 kV transmission line between the Bradshaw/Climax Substation and the Happy Valley Tap

AEP owns the following facilities:

 - the Bradshaw/Climax Substation and all the facilities within the substation
 - the conductors from the station equipment to both 69 kV dead-end structures
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.

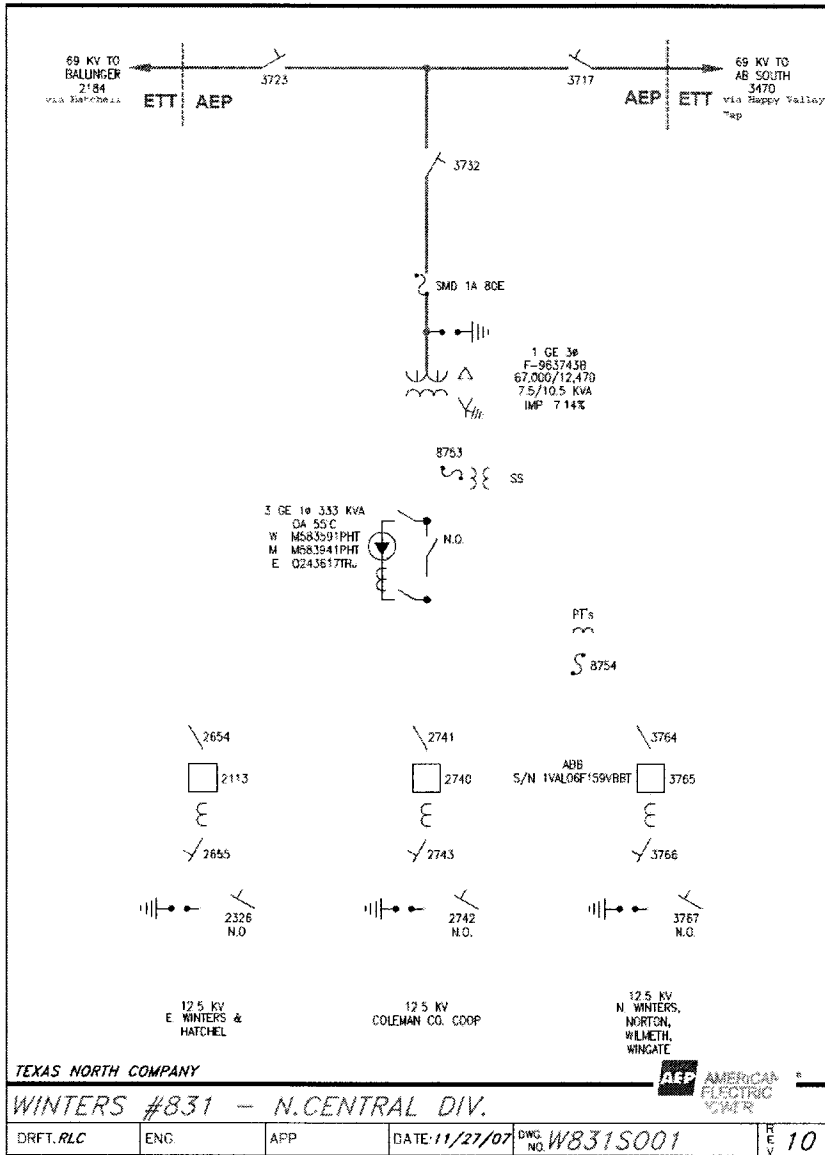
9. Cost Responsibilities of the Parties:
- Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.
10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 10

1. Name: **Winters**
2. Facility Location: The Winters Substation is located at on Hwy 83, quarter (.25) mile north of intersection with FM 1770 in the City of Winters, Runnels County. The two (2) Points of Interconnection are within the substation at 1) the 69 kV dead-end structure of the Winters to Happy Valley Tap transmission line, and 2) the 69 kV dead-end structure of the Winters to Hatchel 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 between the Winters Substation and the Happy Valley Tap
 - the 69 kV transmission line between the Winters Substation and the Hatchel Substation
 - AEP owns the following facilities:
 - the Winters Substation and all the facilities within the substation
 - the conductors from the station equipment to both 69 kV dead-end structures
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. 11

1. Name: **Hatchel**
2. Facility Location: The Hatchel Substation is located at 131 CR 332 near the City of Hatchel, Runnels County, TX. The Point of Interconnection is on the load-side of switch #3137 in the Hatchel 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 between the Hatchel Substation and the Winters Substation including line switch #3143
 - the 69 kV transmission line between the Hatchel Substation and the Ballinger Substation including line switch #3148
 - the 69kv transmission line between switch #3143, switch #3148, and switch #3137

AEP owns the following facilities:

 - the Hatchel Substation and all the facilities within the substation
 - the conductors from switch #3137 to the Winters - Ballinger 69 kV transmission line
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. 12

1. Name: **Ballinger**
2. Facility Location: The Ballinger Substation is located at 105 N. 4th St. in the City of Ballinger, Runnels County, TX. The Point of Interconnection is at the dead-end structure of the 69 kV transmission line from the South Abilene Substation where the jumper conductors from the substation equipment physically contact the connectors on the 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:

ETT owns the following facilities:

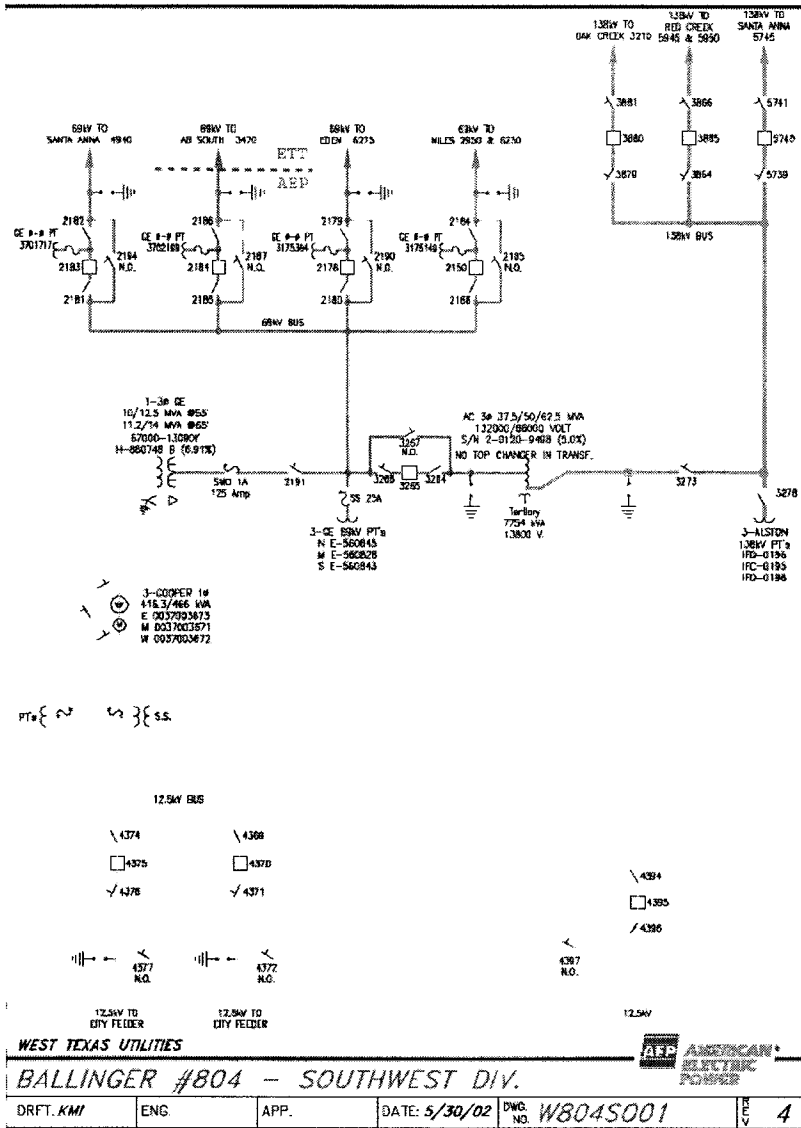
 - the 69 kV Ballinger to South Abilene transmission line

AEP owns the following facilities:

 - the Ballinger Substation and all the facilities within it
 - the conductors from the station equipment to the Ballinger – South Abilene 69 kV transmission line
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. 13

1. Name: **Matador**
2. Facility Location: The Matador Substation is located at 029 US Hwy 70 near the City of Matador, Motley County, Texas. The Point of Interconnection is located at the dead-end structures that terminate the 69 kV transmission line from the Paducah Clare Street 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 Matador Substation to the Paducah Clare Street Substation

AEP owns the following facilities:

 - the Matador Substation and all the facilities within the substation
 - the conductors from the station equipment to the Matador – Paducah Clare Street 69 kV transmission line
 - the Special Protection Scheme (SPS) equipment that protects the Matador - Paducah Clare Street 69 kV transmission line
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.