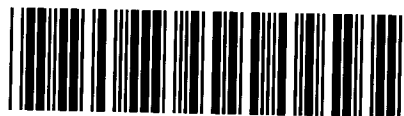


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**FIRST AMENDED AND RESTATED
INTERCONNECTION AGREEMENT
AMONG
AEP TEXAS NORTH COMPANY,
CONCHO VALLEY ELECTRIC COOPERATIVE, INC.,
AND
GOLDEN SPREAD ELECTRIC COOPERATIVE, INC.**

DATED DECEMBER 31, 2014

JANUARY 29, 2015

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DATED DECEMBER 31, 2014

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

THIS FIRST AMENDED AND RESTATED INTERCONNECTION AGREEMENT ("Agreement"), entered into as of the 31st day of DECEMBER, 2014 ("Restatement Date") by and among AEP Texas North Company, a Texas corporation ("Company"), Concho Valley Electric Cooperative, Inc., a Texas cooperative corporation ("Concho Valley" or "CVEC") and Golden Spread Electric Cooperative, Inc. a Texas cooperative corporation, ("Golden Spread" or "GSEC"). References to the "Parties" in the Agreement shall mean Company, Concho Valley and Golden Spread, collectively. References to a "Party" in the Agreement shall mean each individual Company, Concho Valley, and Golden Spread. References to "Cooperative" in the Agreement shall mean Concho Valley or Golden Spread, as appropriate, depending on the Cooperative designated in Exhibit A and applicable Facility Schedule attached to the Agreement as the Cooperative that installs, owns, operates, and maintains the Point of Interconnection facilities.

WITNESSETH:

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

WHEREAS, the Parties are members of the Electric Reliability Council of Texas ("ERCOT"); and

WHEREAS, the Parties have established and may in the future establish new Points of Interconnection between their electrical systems; and

WHEREAS, the Parties originally entered into an Interconnection Agreement effective on January 1, 2000 (the "Original Agreement") and amended the Original Agreement effective on September 10, 2013 (the "Amended Agreement") in accordance with the AEP Open Access Transmission Service Tariff ("AEP OATT") which required the Cooperative taking service under the AEP OATT to implement an interconnection agreement with the Company; and

WHEREAS, the Parties desire to amend this Agreement by amending Facility Schedule No. 20 that provides for the Newman T. Busby Point of Interconnection (which will be a GSEC-owned Point of Interconnection); and

WHEREAS, the Parties desire to amend this Agreement by adding a new Facility Schedule No. 21 that provides for the Ketchum Mountain Point of Interconnection (which will be a GSEC-owned Point of Interconnection); and

WHEREAS, the Parties desire to amend this Agreement by adding a new Facility Schedule No. 22 that provides for the Vick Point of Interconnection (which will be a CVEC-owned Point of Interconnection); and

WHEREAS, the Parties desire to amend this Agreement by adding a new Facility Schedule No. 23 that provides for the Carroll K. Land Point of Interconnection (which will be a GSEC-owned Point of Interconnection); and

WHEREAS, the Parties desire to amend and restate this Agreement to reflect the changes described in the previous paragraphs and to make certain other changes; and

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

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

I. EFFECTIVE DATE AND TERM

1.1 This Agreement and any subsequent addendum to this Agreement shall become effective on the date accepted by the Federal Energy Regulatory Commission ("FERC") or any other regulatory agency or agencies having jurisdiction. The Parties shall request the FERC or any other regulatory agency or agencies having jurisdiction to make the effective date be the Restatement Date. This Agreement shall remain in effect until December 31, 2019, and shall continue in effect thereafter for periods of three (3) years each unless canceled after such initial period or any subsequent period either by mutual agreement or by either Party upon at least thirty-six (36) months written notice to the other Party or upon default by either party See Article XVII.. Upon termination of this Agreement, each Party shall discontinue the use of the facilities of the other and shall disconnect the Points of Interconnection at midnight of December 31 of the designated year unless Company agrees otherwise.

II. SCOPE OF AGREEMENT

2.1 This Agreement shall apply to the construction, operation and maintenance of those facilities necessary to permit the delivery of power and energy to Cooperative.

2.2 This Agreement, including all attached Exhibits (which are expressly made a part hereof for all purposes), constitutes the entire agreement and understanding between the Parties with

regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein.

2.3 It is recognized that each of the Parties may be a party to other agreements which provide for various other electrical services. This Agreement shall not affect the obligations or rights of either of the Parties with respect to such other agreements.

III. ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION

3.1 The Parties agree to interconnect their facilities at the locations (the "Points of Interconnection") specified in the attached Exhibits. Company shall install, own, operate and maintain all lines, meters, and equipment on its side of the Point of Interconnection and, at its option, may locate special facilities, meters and metering equipment on Cooperative's side of the Point of Interconnection. Upon Company's exercise of such option, Cooperative shall provide a location, acceptable to Company, for the installation of such equipment. All facilities and equipment on Cooperative's side of each Point of Interconnection, including wiring, transformers, pole lines, conductors, and other electrical equipment, shall be installed, owned, operated and maintained by Cooperative, except in the case of special facilities, metering equipment, and other equipment, if any, owned or leased and maintained by Company and installed on the Cooperative side of the Point of Interconnection.

3.2 From time to time, Points of Interconnection may be added, relocated or deleted as mutually agreed by the Parties and/or as ordered by a regulatory authority having jurisdiction thereof. All such additions, relocations or deletions shall be memorialized in writing as amendments to existing Exhibits or as new Exhibits, as appropriate.

3.3 When requested by Cooperative, Company will provide additional Points of Interconnection in accordance with the provisions of this Agreement. As soon as Cooperative determines that a new Point of Interconnection is needed, Cooperative shall notify Company in writing specifying the desired location of the new Point of Interconnection, the designation of the new Point of Interconnection, a description of the maximum demand desired, the date desired for installation, and any other information pertinent to such requested Point of Interconnection. Written notification of Cooperative's request for a new Point of Interconnection shall be given to Company by Cooperative at least nine (9) months prior to the date on which commencement of service at such Point of Interconnection is desired; however, Company may, at its sole option, waive all or part of the nine (9) month written notification requirement. Company's obligation to provide an additional Point of Interconnection to Cooperative on the date desired is contingent upon Company's ability to acquire the necessary rights-of-way, material and equipment sufficiently in advance of the desired in service date for the construction and installation of facilities necessary for providing such service.

3.4 Company shall install, own, operate and maintain, at existing, new or additional Points of Interconnection standard facilities and equipment as follows:

a. For 69 kV delivery voltage Company will install, own, operate and maintain (i) switches, metering and associated equipment, and reclosers, as needed, to provide a primary line distribution Point of Interconnection from an existing circuit; (ii) a circuit breaker or recloser, switches, metering and associated equipment, as needed, to provide a primary substation distribution Point of Interconnection and (iii) 69 kV switches, primary distribution metering and associated equipment and may, at its sole option, install a 69 kV circuit breaker to provide a 69 kV Point of Interconnection to a 69 kV line built by Cooperative to Cooperative's substation.

b. For 138 kV delivery voltage, Company will install, own, operate and maintain 138 kV switches, primary distribution metering and associated equipment to provide a 138 kV Point of Interconnection to a 138 kV line built by Cooperative to Cooperative's substation.

3.5 In the event Company, at Cooperative's request, installs facilities and equipment other than or in addition to standard facilities and equipment specified in Section 3.4 above at any Point of Interconnection, Cooperative shall pay a facilities charge for such non-standard facilities and equipment as specified in the transmission service agreement executed between the Parties as provided for under the CSW OATT.

3.6 When Company determines, in its sole discretion, that facilities must be changed to a higher or lower voltage in order to assure reliable service to Cooperative, Company will notify Cooperative in writing eighteen (18) months prior to any change in voltage that the voltage at the Point(s) of Interconnection served from such facilities will be changed to a specified higher or lower voltage. Cooperative shall have ninety (90) days following such notification to decide whether it desires to accommodate the voltage conversion at its own expense, or instead elect to take service at distribution voltage at the affected Point of Interconnection. If Cooperative elects to accommodate the voltage conversion at its own expense, but will be unable to obtain the necessary financing or equipment in time to meet the Company's conversion deadline, Company shall construct the necessary conversion facilities to the specifications of the Rural Utility Service, and Cooperative shall, within three (3) years of completion, purchase such facilities at a price equal to original cost less depreciation. Prior to purchase, the Cooperative shall pay a facilities charge at the rate specified for non-standard facilities in the transmission service agreement executed between the Parties as provided for under the CSW OATT.

3.7 Cooperative shall install and maintain suitable protective devices on its system in order to afford adequate protection to the facilities of Cooperative against trouble originating on Company's system. Such protective devices shall have characteristics consistent with accepted standards relating to such equipment and shall be compatible with the protective devices of Company. Cooperative shall use its best efforts to ensure that no equipment or device on its system which tends to affect adversely Company's supply of service to Cooperative or others is used.

3.8 Upon request, Cooperative shall, with due promptness, provide to Company such engineering information regarding plans, practices, and conditions of operation and equipment as is necessary to enable Company to adequately plan, design, and install, for practical and efficient operation, its facilities and equipment pertaining to the establishment of a Point of Interconnection.

3.9 Each Party will provide the reactive requirements for its own system so as not to impose a burden on the other system.

3.10 Cooperative may terminate service at any Point of Interconnection upon thirty (30) days notice to Company and upon payment to Company of an amount equal to the cost to install and remove the equipment associated with such termination. This section does not, however, relieve Cooperative of its obligation to purchase power under the service agreement of WPC Tariff.

3.11 Upon the termination of this Agreement, each of the Parties shall discontinue the use of the facilities of the other and the Parties shall disconnect the existing Points of Interconnection.

IV. TRANSMISSION AND DISTRIBUTION SERVICE

4.1 All transmission and distribution services will be provided and charged in accordance with the PUCT Substantive Rules relating to wholesale delivery of electricity in ERCOT and the approved tariffs of the Parties governing the provision of transmission and distribution services.

V. ANCILLARY AND OTHER SERVICES

5.1 All ancillary services will be provided and charged in accordance with the CSW OATT governing the provisions of ancillary services.

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

VI. SYSTEM OPERATIONS

6.1 Unless a contribution in aid of construction is made, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, operate and maintain, or cause the design, installation, maintenance, and operation of its transmission and distribution system, including all apparatus and necessary protective devices on its side of the meters, so as to

reasonably minimize the likelihood of a disturbance originating in the system of one Party affecting or impairing the system of the other Party, or other systems to which the Party is interconnected. The Parties agree to cause their systems to be interconnected and operated in accordance with the operating guidelines of ERCOT and 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 the power and energy and all equipment and facilities on its side of the Point of Interconnection.

6.2 The systems of the Parties shall be operated interconnected continuously under normal conditions. The Parties recognize that difficult operating and technical problems may arise in the control of frequency, voltage, flow of power and harmonics, and that successful interconnected operation can only be accomplished through the cooperation of their respective operating personnel. The operating personnel shall cooperate with each other in keeping the frequency, voltage and net interchange of power at the scheduled value as closely as practicable. Neither Party shall be obligated in connection with any operation hereunder to carry abnormal reactive current for the other Party or to correct harmonics originating in the facilities of the other Party. Each Party shall be responsible for the reactive kilovolt-ampere requirements of its own system.

6.3 Cooperative shall maintain a power factor of at least 0.95 at each Point of Interconnection. If Cooperative's power factor should fall below 0.95, Company will give notice to Cooperative of such failure and Cooperative shall promptly make provisions for addition, automatic switching or control of capacitors or other devices to correct the power factor.

6.4 Cooperative shall use its best efforts to maintain a reasonable electrical balance between phases of a multi-phase Point of Interconnection. Specifically, at a three phase Point of Interconnection, the maximum deviation of any single-phase current from arithmetic average of three-phase currents should not exceed twenty percent (20%). Company will not be able to assure voltage within normal limits if the maximum is exceeded.

6.5 The load level at a single-phase or open wye Point of Interconnection shall be limited to that which Company's system can tolerate without causing Company's phase balance at the nearest three-phase source to exceed the twenty percent (20%) unbalanced load limit set forth in Section 6.4 above. Company shall make a reasonable effort to compensate for such unbalance by shifting its own single-phase loads. If Company is unable to compensate for such unbalance in this manner, Cooperative shall add the phase or phases necessary to bring Company's system within said twenty percent (20%) unbalanced load limit. In order to enable Cooperative to add such additional phases, Company shall add additional phases on its system at the Point of Interconnection, as required.

6.6 In the event that Cooperative's actual demand imposed upon any Point of Interconnection exceeds the maximum contract demand for that Point of Interconnection as provided in the transmission service agreement executed between the Parties as provided for under the CSW OATT, Cooperative shall pay any operation or maintenance expense incurred as a result of excess demand and for any damage to Company's facilities resulting therefrom.

VII. OPERATION, MAINTENANCE AND INSPECTION OF INTERCONNECTION FACILITIES

7.1 Each Party will be responsible for the operation, maintenance and inspection of all facilities it owns now, or hereafter may own, associated with each Point of Interconnection. Cooperative assumes all responsibility for electricity beyond the Point of Interconnection and it is understood that , except as provided in Section 7.2 below, or otherwise agreed in writing, Company assumes no responsibility with respect to the construction, installation, maintenance or operation of Cooperative's system or any part thereof. Cooperative shall use reasonable diligence in maintaining its lines and equipment in proper and serviceable condition, and shall take all reasonable steps and precautions maintaining the service herein agreed to be performed and received.

7.2 Operational responsibility for facilities owned by one Party but installed in another Party's substation or line will be identified in the attached Exhibits for that particular Point of Interconnection.

7.3 All 69 kV and 138 kV switches which are owned by Cooperative and supplied from Company's transmission system shall be subject to the control of Company's transmission dispatcher in Abilene, Texas, and may be opened at his direction for the purpose of restoration of service to Company's system. The reclosing of such switches opened by Company's switchmen shall be in accordance with operating procedures agreed to by Company and Cooperative. When such operating instructions are complied with, Cooperative shall indemnify and hold harmless Company from and against any and all legal and other expenses, claims, costs, losses, suits or destruction of property, arising in any manner directly or indirectly by reason of the acts or omissions of Company's switchmen.

7.4 During the term of this Agreement, the Parties will, consistent with maintaining good operating practices, coordinate their operations to ensure maximum continuity of services to their respective customers. Scheduled 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 Parties.

7.5 During emergency conditions, with prior approval of the owning Party, a Party may operate equipment owned by the other Party in order to restore customer service. Such operations will be at no cost to the owner of the equipment and after-the-fact authorization will be prompt and not unreasonably withheld.

VIII. RIGHT OF ACCESS, INSTALLATION AND REMOVAL

8.1 Each Party shall, upon reasonable notice, permit duly authorized representatives and employees of the other Party to enter upon its premises for the purpose of reading or checking meters, for the purpose of inspecting, testing, repairing, renewing or exchanging any or all of the equipment owned by the other Party located on such premises or for the purpose of performing any work necessary at any time during the term of this Agreement.

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

8.3 During emergency conditions, with prior approval of the owning Party, Company and Cooperative's switchmen or patrolmen shall have access to breakers, switches and reclosers, which are installed exclusively for providing service to Cooperative, for purposes of service restoration.

8.4 Company's switchmen shall have access to all 69 kV and 138 kV switches which are owned by Cooperative and supplied from Company's transmission system.

8.5 Any and all equipment, apparatus, devices or facilities placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be 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 such equipment, apparatus, devices or facilities associated with the terminated Point of Interconnection which was installed on the premises of the other Party, shall have the right to enter upon the premises of the other Party and shall, within a reasonable time, remove such equipment, apparatus, devices or facilities.

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

IX. METERING AND RECORDS

9.1 Metering equipment required herein for the purpose of measuring the power and energy delivered to Cooperative shall be installed and owned by Company at each Point of Interconnection and shall be operated and maintained by Company in accordance with good engineering practice.

9.2 Company will test and inspect its meters at the Points of Interconnection at intervals not to exceed twelve (12) months. In addition, Company will inspect and test its meters within sixty (60) days after installation and after a change of instrument transformers. Additional tests and inspection of Company's meters shall be made whenever reasonably requested by Cooperative

with Cooperative bearing the expense of the additional tests and inspection. Company shall give reasonable advance notice of all tests and inspections so that representatives of Cooperative may be present. After proper notification to Cooperative, Company may proceed with the scheduled tests or inspections regardless of whether a witness is present.

9.3 If any test or inspection of a meter, including instrument transformers, shows them to be inaccurate by more than one and one-half percent (1.5%) high or low, the meter or other equipment found to be inaccurate or defective shall be promptly repaired, adjusted or replaced by the owner as well as adjustments made to the interchange accounts. Such adjustments to the interchange accounts shall apply to one-half the period since the date of the last test or to the actual period during which such inaccuracy may be determined to have existed. Should metering equipment fail to register, the power and energy delivered to Cooperative shall be determined by check meters installed by Cooperative. If Cooperative has not installed check meters or if such check meters have failed to fully register, the amounts of power and energy delivered to Cooperative shall be estimated by Company, by reference to amounts previously delivered under substantially similar conditions.

9.4 For metering equipment that is temporarily by-passed for construction, rebuilding, routine or emergency maintenance of equipment, all due effort shall be made by Company to provide accurate alternative metering equipment. However, if such alternative equipment is impossible or unreasonably difficult to obtain or apply, the amount of the power and energy delivered during the period of the by-pass shall be estimated as in Section 9.3 above.

9.5 In addition to meter records, the Parties shall make available, upon request, to each other such log sheets and other records as may exist to afford a history of the various movements of power and energy between the systems of the Parties hereto.

9.6 Each Party shall maintain, in accordance with normal utility accounting procedures, complete books and records of their respective construction costs and expenses associated with the establishment of a Point of Interconnection. Upon request, each Party will make available to the other Party for inspection, through its employees, agents or independent public accountants, all records used to establish charges in accordance with this Agreement. All inspections will be performed at the inspecting Party's own expense during normal business hours in the offices of the Party in possession of such records.

9.7 All books, records and other pertinent data associated with this Agreement shall be maintained for the most recent historical four (4) year period for the term of this Agreement and for two (2) years following termination of this Agreement.

X. TELECOMMUNICATION EQUIPMENT

10.1 The Parties shall provide, at their own expense, the necessary communication and telemetering facilities needed for the control and operation of each Party's transmission system.

XI. INDEMNIFICATION

11.1 THE TRANSMISSION CUSTOMER SHALL AT ALL TIMES INDEMNIFY, DEFEND, AND SAVE THE TRANSMISSION PROVIDER HARMLESS FROM, ANY AND ALL DAMAGES, LOSSES, CLAIMS, INCLUDING CLAIMS AND ACTIONS RELATING TO INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY, DEMANDS, SUITS, RECOVERIES, COSTS AND EXPENSES, COURT COSTS, ATTORNEY FEES, AND ALL OTHER OBLIGATIONS BY OR TO THIRD PARTIES, ARISING OUT OF OR RESULTING FROM THE TRANSMISSION PROVIDER'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS TARIFF ON BEHALF OF THE TRANSMISSION CUSTOMER, EXCEPT IN CASES OF NEGLIGENCE OR INTENTIONAL WRONGDOING BY THE TRANSMISSION PROVIDER.

11.2 EACH PARTY MAY, UNDER THE DIRECTION OF THE OTHER PARTY, PERFORM VOLUNTARY OR EMERGENCY ACTS TO ELECTRIC FACILITIES WHICH ARE THE RESPONSIBILITY OF THE OTHER PARTY BUT SHALL HAVE NO LIABILITY FOR DAMAGES OR INJURIES RESULTING FROM SAID ACTS EVEN IF NEGLIGENT EXCEPT TO THE EXTENT THAT SAID DAMAGES OR INJURIES ARE PROXIMATELY CAUSED BY ACTS OR OMISSIONS WHICH ARE FOUND TO BE WANTON OR WILLFUL WITH INTENT TO CAUSE INJURY.

XII. NOTICES

12.1 Notices and communication made pursuant to this Agreement shall be deemed to be properly given if delivered in writing, postage paid, to the following:

If to Company:

Manager, Transmission Access
Central and South West Services, Inc.
Overnight: Two West Second Street
Tulsa, OK 74103-3102
U.S. Mail: P.O. Box 21928
Tulsa, OK 74121-1928
Voice: (918) 594-2277
Fax: (918) 594-4401

If to Concho Valley:

Assistant to the Executive Vice President & CEO
Concho Valley Electric Cooperative, Inc.

Overnight: 2530 Pulliam
San Angelo, TX 76902
U.S. Mail: P.O. Box 3388
San Angelo, TX 76902
Voice: (915) 655-6957
Fax: (915) 655-6950

If to Golden Spread:

Golden Spread Electric Cooperative, Inc.
Mark Schwirtz
President and General Manager
PO Box 9898
Amarillo, TX 79105-5898

12.2 The above listed names, addresses and telephone numbers of either Party may be changed by written notification to the other Party.

XIII. GOVERNING LAW AND REGULATION

13.1 This Agreement shall be governed by 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, and rules and regulations of duly constituted regulatory authorities having jurisdiction. The Parties intend that nothing in this Agreement shall ever be construed as subjecting Cooperative to the jurisdiction of the FERC or the Federal Power Act.

13.2 Nothing contained in this Agreement or any exhibit, appendix or schedule related to this Agreement shall be construed as affecting in any way the right of Company to unilaterally file with the FERC, or make application to the FERC for, changes in rates, terms and conditions, charges, classifications of service, rule or regulation under Section 205 of the Federal Power Act pursuant to the FERC's rules and regulations promulgated thereunder, or other applicable statutes or regulations.

13.3 Nothing contained in this Agreement or any exhibit, appendix or schedule related to this Agreement shall be construed as affecting in any way the ability of Cooperative to exercise any right under the Federal Power Act pursuant to the FERC's rules and regulations promulgated thereunder.

13.4 This Agreement is subject to the approval of any regulatory authority having jurisdiction over the Parties hereto. 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.

13.5 In the event that a regulatory authority having jurisdiction over the Parties orders a change in a term or terms of this Agreement, the Parties agree to negotiate in good faith a replacement term or terms that will most nearly accomplish the purpose and intent of the original term consistent with the regulatory order. If the Parties cannot reach an agreement over the new term and if the old term is an essential provision of this Agreement, either Party may elect to terminate this Agreement, by providing notice of such election to the other. An election to terminate under this provision shall not effect either Party's duty to perform prior to the effective date of termination. Under this section, Company may not, however, open switches, disconnect or abandon its interconnections with Cooperative without the express formal approval of the regulatory authority having jurisdiction.

XIV. INVOICING AND PAYMENT

14.1 Any invoices for sums due hereunder will be rendered by each Party to the other at the following address:

If to Company:

Central and South West Services, Inc.
Attn: Accounts Payable
P.O. Box 21928
Tulsa, OK 74121-1928

If to Cooperative:

Assistant to the Executive Vice President & CEO
Concho Valley Electric Cooperative, Inc.
P.O. Box 3388
San Angelo, TX 76902

14.2 The above listed addresses of either Party may be changed by written notification to the other Party.

14.3 Parties must receive payment by the 20th calendar day after the date of issuance of the invoice, unless the Parties agree on another mutually acceptable deadline. Interest will accrue on any unpaid amount, calculated in accordance with applicable FERC regulations. When payments are made by mail, invoices are considered as having been paid on the date of receipt by the Party.

XV. TAXES

15.1 All present or future federal, state, municipal, or other lawful tax (excluding federal income tax) applicable by reason of any service performed by Company, or any compensation paid to Company hereunder shall be added to the net invoice to Cooperative as determined under the appropriate tax rates and schedules.

15.2 All present or future federal income tax applicable by reason of revenues received by Company from Cooperative in the form of a contribution in aid of construction hereunder shall be added to the net invoice to Cooperative as determined under the appropriate tax rates and schedules.

15.3 Company and Cooperative agree that it is the intent of the Parties that performance under this Agreement will in no way jeopardize the tax-exempt status of Cooperative and the tax-exempt nature of Cooperative's property and use of facilities.

XVI. ASSIGNMENT

16.1 This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and permitted assigns of the Parties. Cooperative, without the approval of Company, may assign, transfer, mortgage or pledge this Agreement to create a security interest for the benefit of the United States of America, acting through RUS. Thereafter, RUS, without the approval of Company, may (i) cause this Agreement to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such security interest, or (ii) if RUS first acquires this Agreement pursuant to 7 U.S.C. Section 907, sell assign, transfer or otherwise dispose of this Agreement to a third party; provided, however, that in either case (a) Cooperative is in default of its obligations to RUS that are secured by such security interest and RUS has given Company notice of such default; and (b) RUS has given Company thirty (30) days prior notice of its intention to sell, assign, transfer or otherwise dispose of this Agreement indicating the identity of the intended third-party assignee or purchaser. No permitted sale, assignment, transfer or other disposition shall release or discharge Cooperative from its obligations under this Agreement.

16.2 Neither Party shall assign its interest in this Agreement in whole or any part thereof to any third party without the prior written consent of the other Party, except in connection with the assignment of this Agreement by either Party to an affiliate, the merger of either Party, the sale by either Party of a substantial portion of its assets or as provided for in Section 17.1 above. Such consent shall not be unreasonably withheld.

XVII. DEFAULTS, REMEDIES AND WAIVERS

17.1 It shall be an "Event of Default" in respect of a Party under this Agreement, if a Party shall fail in any material respect to comply with, observe or perform, or default in the performance of, any covenant or obligation under this Agreement or if any representation or warranty made in this Agreement by a Party shall fail to be true and correct in all material respects, and after receipt of written notice, such failure shall continue for a period of thirty (30) days.

17.2 If an Event of Default shall occur and be continuing, the non-defaulting Party may, by notice, terminate this Agreement as of the date such notice is sent or if the non-defaulting Party is Company, Company may at its election terminate a Point of Interconnection subject to any regulatory obligations. In addition to the rights and remedies described in this Agreement, the non-defaulting Party may exercise, at its election, any right or remedy it may have at law or in equity, including but not limited to compensation for monetary damages, injunctive relief and specific performance.

17.3 Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or matter. Any delay short of the statutory period of limitation in asserting or enforcing any right shall not be deemed a waiver of such right.

XVIII. FORCE MAJEURE

18.1 Neither Party shall be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure, provided the Party suffering such occurrence of Force Majeure shall act prudently to remove with reasonable dispatch the cause or causes thereof. Force Majeure shall mean any unforeseeable cause beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including but not limited to acts of God, strike (including that by vendor personnel), flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, change in law or applicable regulation subsequent to the date hereof and action or inaction by any federal, state or local legislative, executive, administrative judicial agency or body which, in any of the foregoing cases, by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

18.2 In the event of either Party being rendered unable, wholly or in part, by an occurrence of Force Majeure to perform any of its obligations under this Agreement (other than obligations to pay costs and expenses due), upon such Party's giving notice and full particulars of such occurrence of Force Majeure in writing or by telephone to the other Party as soon as reasonably possible after the occurrence of the cause relied upon, the obligations of the Party giving such

notice, so far as they are affected by such occurrence of Force Majeure, shall be suspended during the continuance of any inability of performance so caused, but for no longer period. Telephone notices given under the provisions of this Section 18.2 shall be confirmed in writing as soon as reasonably possible and such written confirmation shall specifically state the full particulars of the occurrence of Force Majeure occurred, the course of action to be taken by the affected Party to minimize the effects caused by the occurrence of Force Majeure and when the occurrence of Force Majeure ceased or is expected to cease. This Agreement shall not be terminated by reason of any cause, but shall remain in full force and effect. Nothing contained in this Agreement shall be construed so as to require a Party to settle any strike, lockout, work stoppage or any industrial disturbance or dispute in which it may be involved, or to seek review of or take an appeal from any administrative or judicial action. Any Party rendered unable to fulfill any of its obligations under this Agreement by reason of an occurrence of Force Majeure shall exercise due diligence to remove such inability with all reasonable dispatch, and will inform the other Party on a regular basis of its progress in accomplishing the removal of such inability to perform.

18.3 Nothing in this Article XVIII shall excuse the obligation of either Party to make any monetary payments as required to be made under this Agreement.

XIX. MISCELLANEOUS

19.1 This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the benefit of the Parties, their respective heirs, legal representatives, successors and assigns.

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

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

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

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

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

**CONCHO VALLEY ELECTRIC
COOPERATIVE, INC.**

By: [Signature]

Name: Kelly Lankford

Title: Executive VP/CEO

Date: 12-10-14

AEP TEXAS NORTH COMPANY

By: [Signature] *gws*

Name: Scott N. Smith

Title: Vice President

Date: 1/5/15

Golden Spread Electric Cooperative, Inc.

By: [Signature]

Name: Michael L. Wise

Title: Senior Vice President of Market Operations and Transmission

Date: 12-8-2014

EXHIBIT A

Facility Schedule No.	POINT OF INTERCONNECTION (# of Points) * denotes GSEC POI	DELIVERY VOLTAGE (kV)	METER VOLTAGE (kV)	METER COMPENSATION FOR LOSSES	ONE-LINE DIAGRAM ATTACHED
1	Barnhart North* Located in CVEC substation 12 miles north of Barnhart on East side and adjacent to Highway 163	66.0	14.4/24.9	No	Yes
2	Bronte (1) 6 miles West of Bronte on Highway 158, south 2 miles	12.5	12.5	No	Yes
3	Broome (1) 1 mile north west of Broome on Highway 87, 200 yards south	12.5	12.5	No	Yes
4	Carlsbad* South of US 87 in Coop Substation adjacent to structure 4/9 of the Grape Creek 69 kV tap line	69.0	12.5	No	No
5	CRMDWD Pump Station #2 (1) Adjacent to #19/9A on WTU's Ballinger to Red Creek 138kV structure #19/10 of the WTU San Angelo - Ballinger 138kV transmission line. In CRMWD's Substation for pump Station No. 2	138.0	4.16	No	No
6	CRMDWD Pump Station #4 (1) Adjacent to #24/3 of the WTU, San Angelo Sterling City 69kV transmission line. In CRMWD Substation for Pump Station #4	69.0	4.16	No	No

EXHIBIT A (continued)

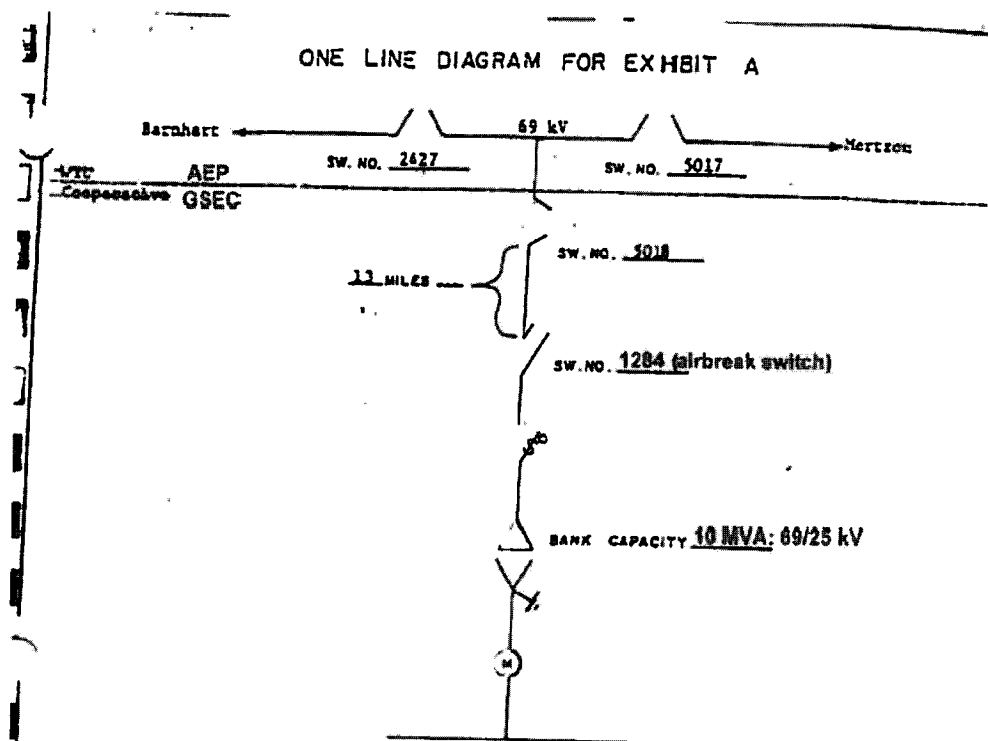
Facility Schedule No.	POINT OF INTERCONNECTION (# of Points) * denotes GSEC POI	DELIVERY VOLTAGE (kV)	METER VOLTAGE (kV)	METER COMPENSATION FOR LOSSES	ONE-LINE DIAGRAM ATTACHED
7	CRMDWD Pump Station #5 (1) Adjacent to a WTU structure #45/1 of the WTU, existing San Angelo - Sterling City 69kV transmission line	69.0	4.16	No	No
8	Edith (1) Going west of Robert Lee, first road west at Edith, then north on County Road 2 miles north of highway	12.5	12.5	No	Yes
9	Eola (1) Near Eola Substation at the intersection of Highway 381 and 765	12.5	12.5	No	Yes
10	Harriett* 4 miles west of Miles on Highway 67, the South 2 miles in Substation	66.0	12.5	No	Yes
11	Lake Nasworthy* 2 miles south of the intersection of Loop 306 and Highway 277 and 1/2 mile west of US 277	69.0	12.5	No	Yes
12	Mertzon CVEC-69 KV* Located approximately 1.5 miles west of intersection of US 67 and Main Street in Mertzon	69.0	12.5	No	Yes
13	Orient* On 138kV, just north of the Goodyear tire testing grounds	138.0	12.5	No	Yes
14	Paint Rock (1) In distribution 2 miles south of Paint Rock, Highway 83, 200 yards east of highway	12.5	12.5	No	Yes

EXHIBIT A (continued)

Facility Schedule No.	POINT OF INTERCONNECTION (# of Points) * denotes GSEC POI	DELIVERY VOLTAGE (kV)	METER VOLTAGE (kV)	METER COMPENSATION FOR LOSSES	ONE-LINE DIAGRAM ATTACHED
15	Silver CVEC-69 KV* In CVEC Substation at intersection of road through Silver and road to Sun Oil Co's gas plant and WTU's Silver Substation	69.0	12.5	No	Yes
16	Sterling City* pole 1 mile northwest of Sterling	67.0	24.9	No	Yes
17	Tankersley 3/4 mile off Highway 67 on Highway 2335	12.5	12.5	No	Yes
18	Veribest* 12 miles east of San Angelo on FM 765 in Coop Substation	69.0	12.5	No	Yes
19	Rollans (1)*	69.0	24.9	Yes	Yes
20	Newman T. Busby (1)*	138.0	24.9	No	Yes
21	Ketchum Mountain (1)*	138.0	24.9	No	Yes
22	Vick (1)	12.5	12.5	No	Yes
23	Carroll K. Land (1)*	69.0	12.5	No	Yes

FACILITY SCHEDULE NO. 1

ONE LINE DIAGRAM FOR EXHIBIT A



AEP

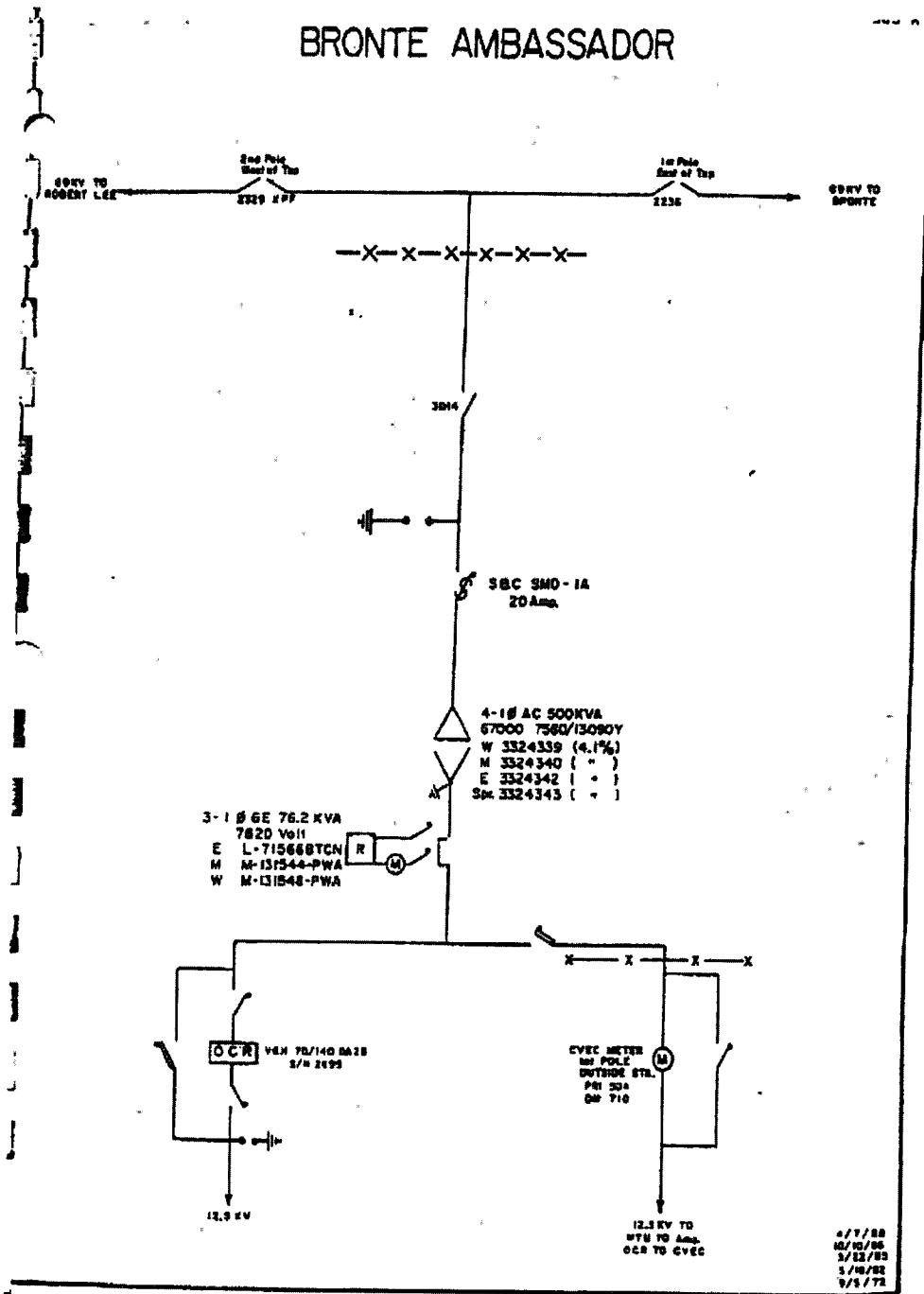
1. ~~Keep Texas Utilities Co.~~ is to have access to the 69 kV switch indicated above as switch #5018.
2. Dashed line indicates point of change in ownership.

Golden Spread
Cochise Valley Electric Cooperative

Barnhart

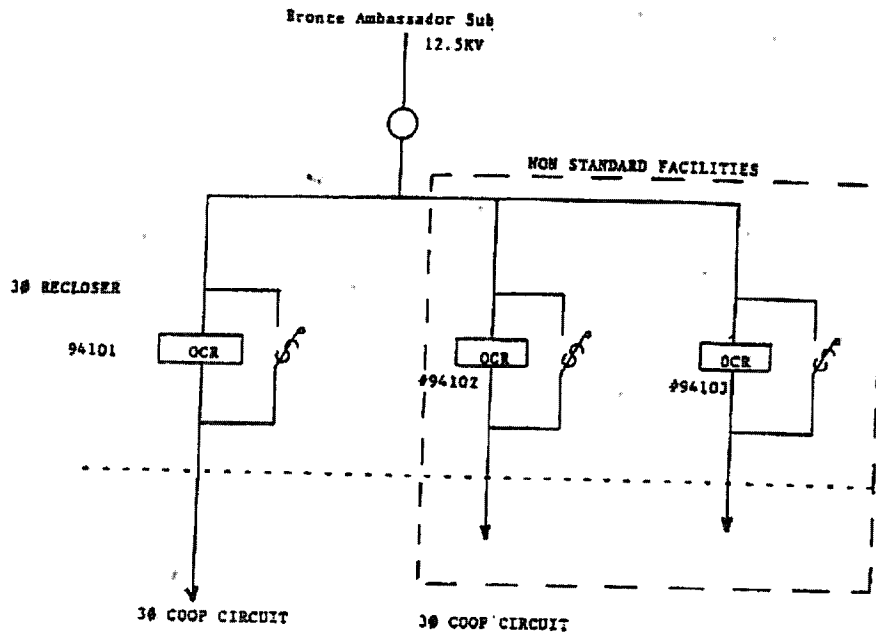
FACILITY SCHEDULE NO. 2

BRONTE AMBASSADOR



FACILITY SCHEDULE NO. 2 (continued)

ONE LINE DIAGRAM FOR EXHIBIT "A"

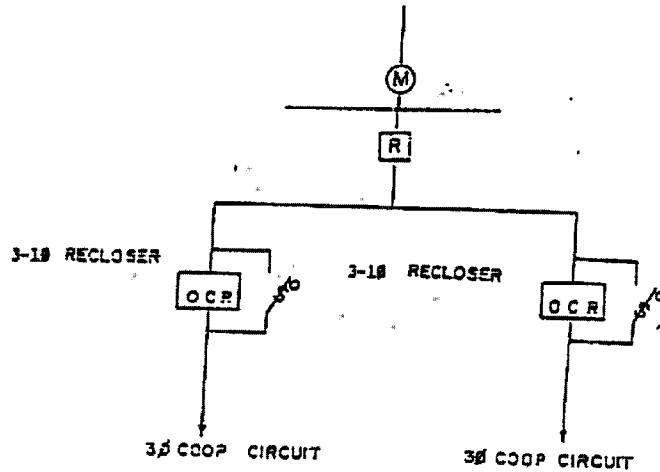


1. Dashed line indicates point of change in ownership.
2. Gencho Valley Electric Coop is to have access to OCR #94101, OCR #94102 and OCR #94103.

Substation Delivery Point by Rate	
COOPERATIVE	METER POINT NAME
- Gencho Valley Electric Cooperative	Bronze / Bronze Substation

FACILITY SCHEDULE NO. 3

ONE LINE DIAGRAM FOR EXHIBIT A

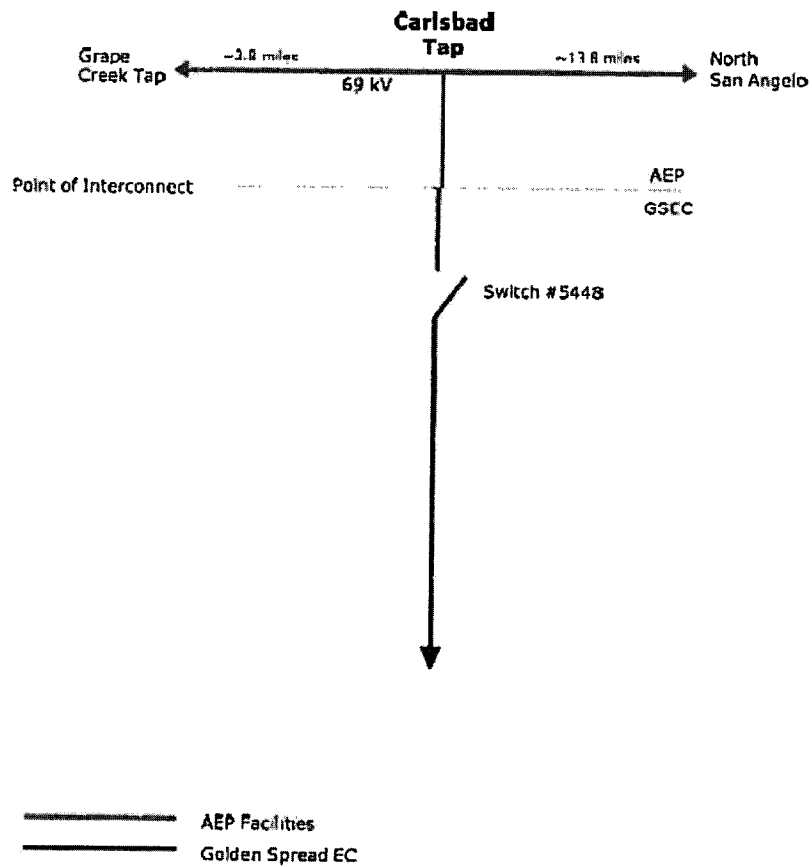


1. Dashed line indicates point of change in ownership.
2. At Concho Valley Electric Co-op's request, West Texas Utilities Co. has agreed to defer its installation of standard facilities at this meter point.

---SEPARATE
Concho Valley Electric Co-op

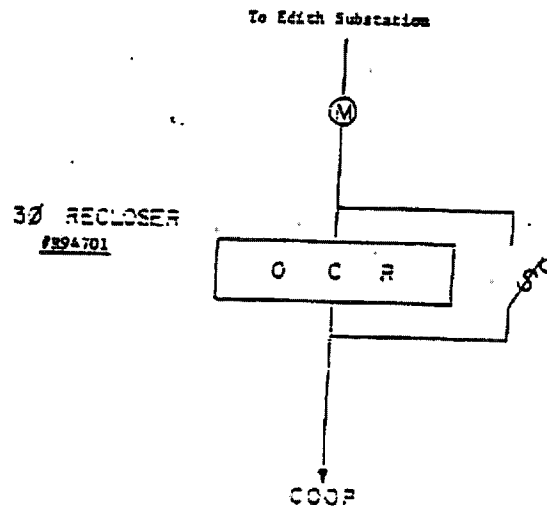
METER POINT NAME
BROOKS

FACILITY SCHEDULE NO. 4



FACILITY SCHEDULE NO. 8

ONE LINE DIAGRAM FOR EXHIBIT A



1. Concho Valley Electric Co-op is to have access to OCR #294701.

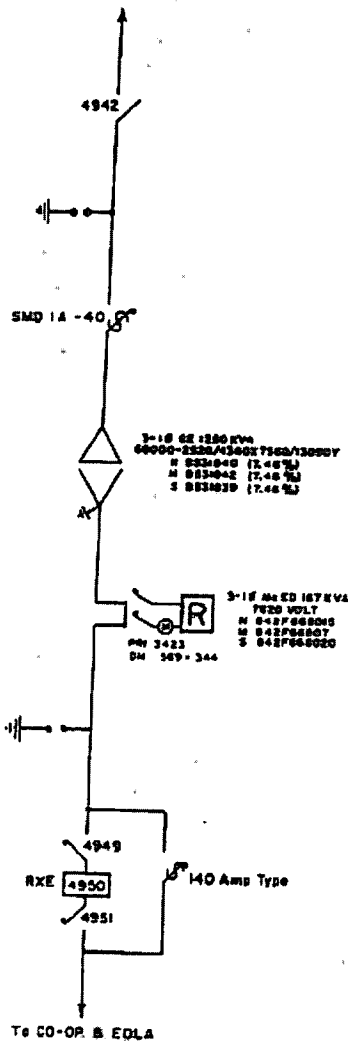
*SUBSTATION
Delivered
Part*

COOPERATIVE Concho Valley Electric Co-op	10-1-84 Edich
---	------------------

FACILITY SCHEDULE NO. 9

EOLA SUBSTATION

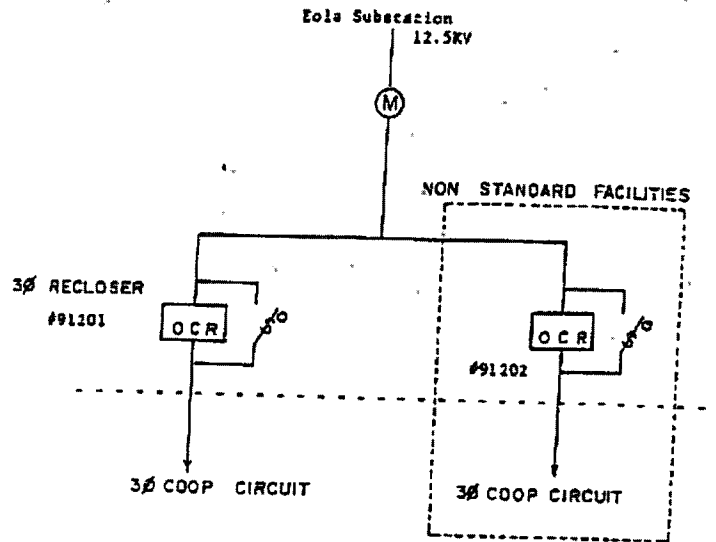
TO EDEN-PAINT ROCK LINE



3/5/89
9/12/83
4/13/83
2/18/77

FACILITY SCHEDULE NO. 9 (continued)

ONE LINE DIAGRAM FOR EXHIBIT A



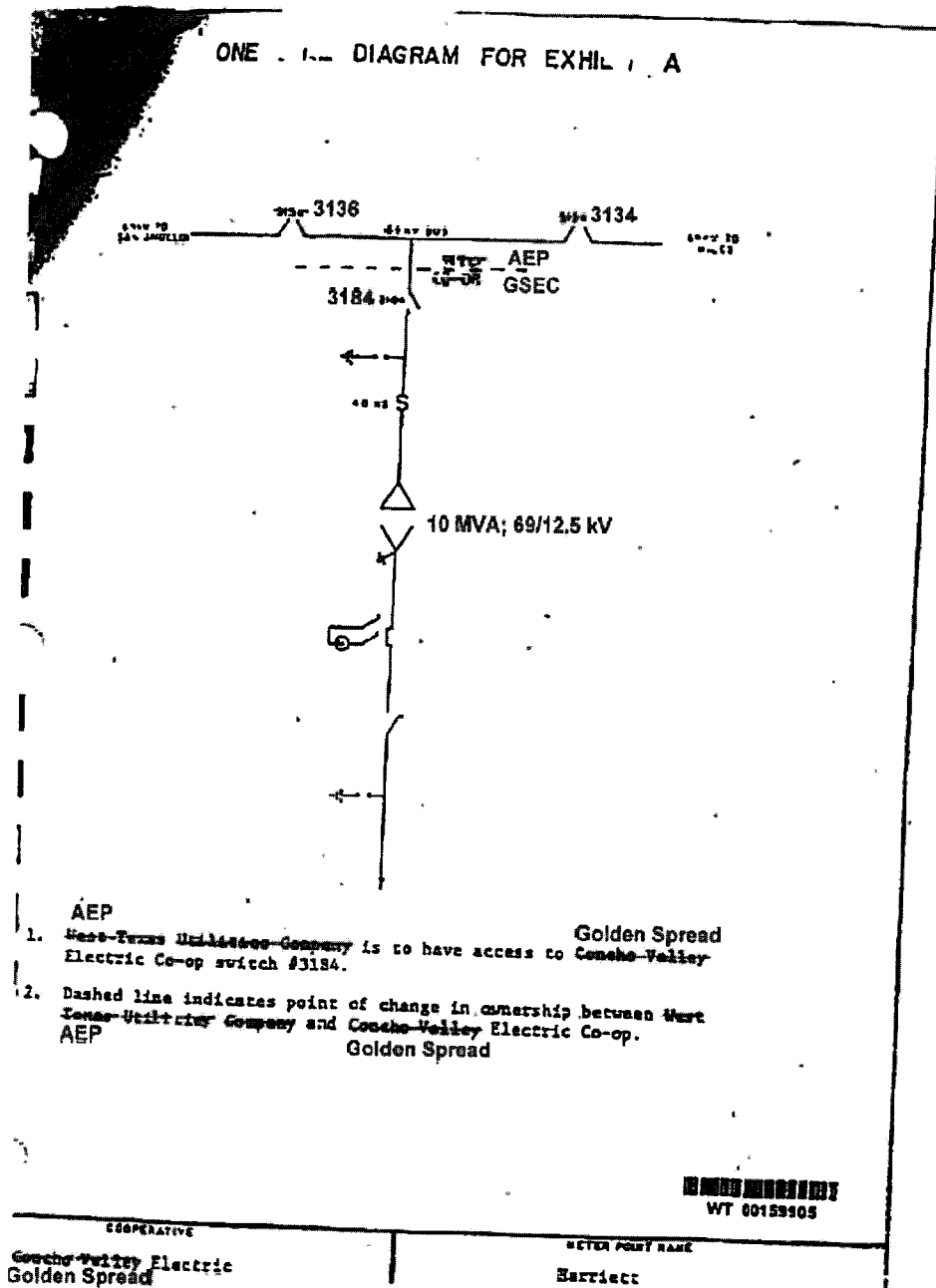
1. Dashed line indicates point of change in ownership.
2. Concho Valley Electric Coop is to have access to OCR #91201 and OCR #

CO-OPERATIVE
Concho Valley Electric Cooperative

METER POINT NAME

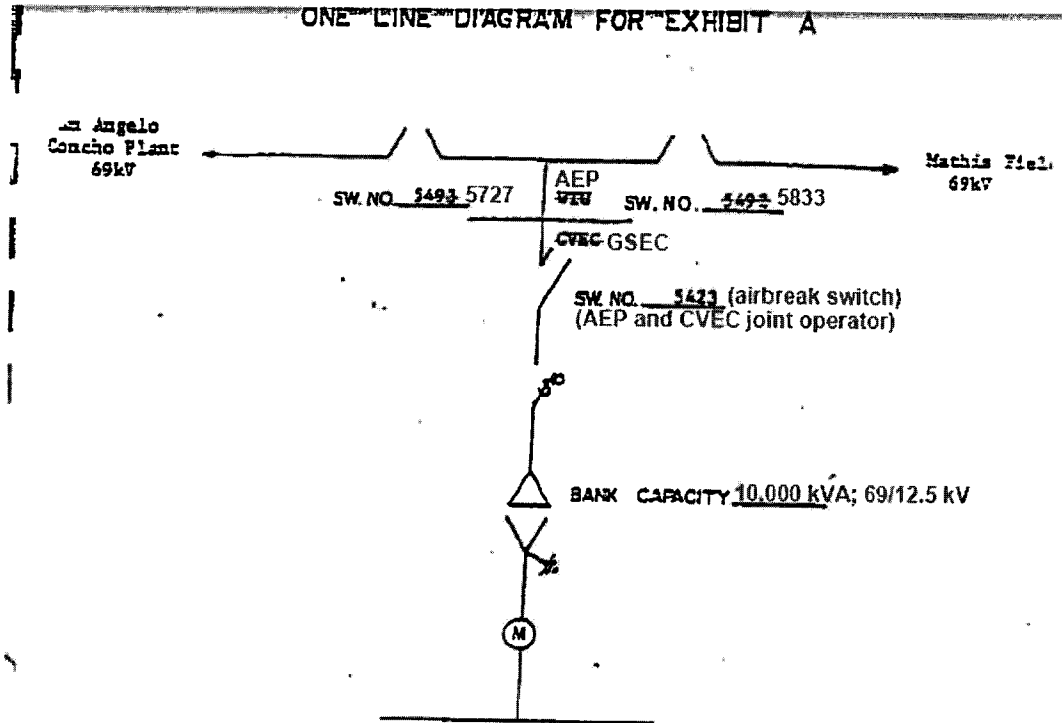
Eola ~~Sec 20~~

FACILITY SCHEDULE NO. 10



FACILITY SCHEDULE NO. 11

ONE LINE DIAGRAM FOR EXHIBIT A

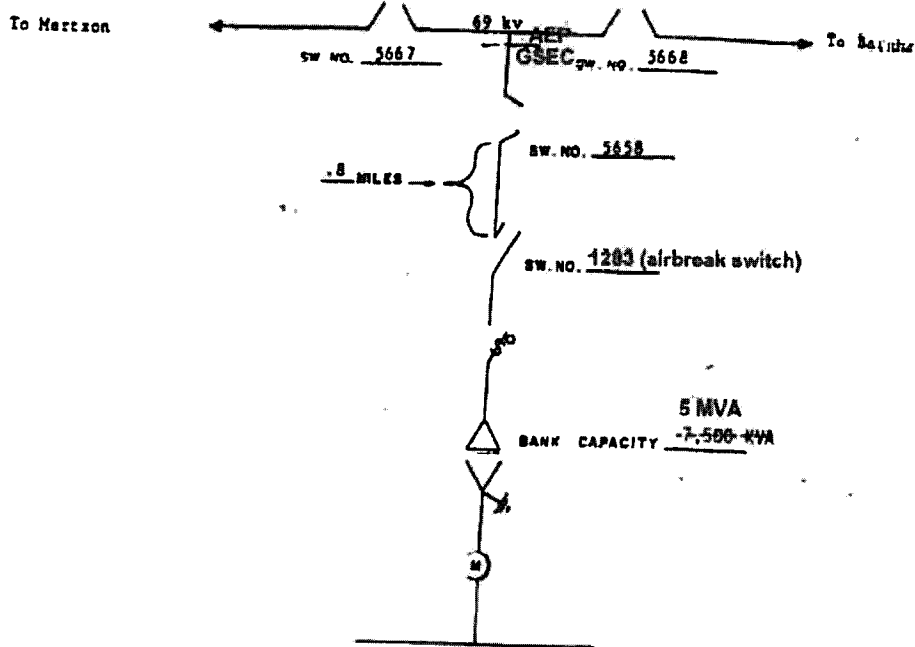


1. Dashed line indicates change of ownership.
AEP Golden Spread
2. ~~West Texas Utilities Company is to have access to Concho Valley Electric Coop's Switch No. 5423~~
3. CVEC operates GSEC's side of the Point of Interconnection

COOPERATIVE	1-24-33
Concho Valley Electric Cooperative Golden Spread	WATER POINT NAME Lake Nasworthy

FACILITY SCHEDULE NO. 12

ONE LINE DIAGRAM FOR EXHIBIT A



- AEP Golden Spread
1. ~~Less-Zone-Utilities Company~~ is to have access to ~~Concho-Valley Electric Cooperative's~~ 69kv switch # 5658.
 2. Dashed line indicates point of change in ownership.

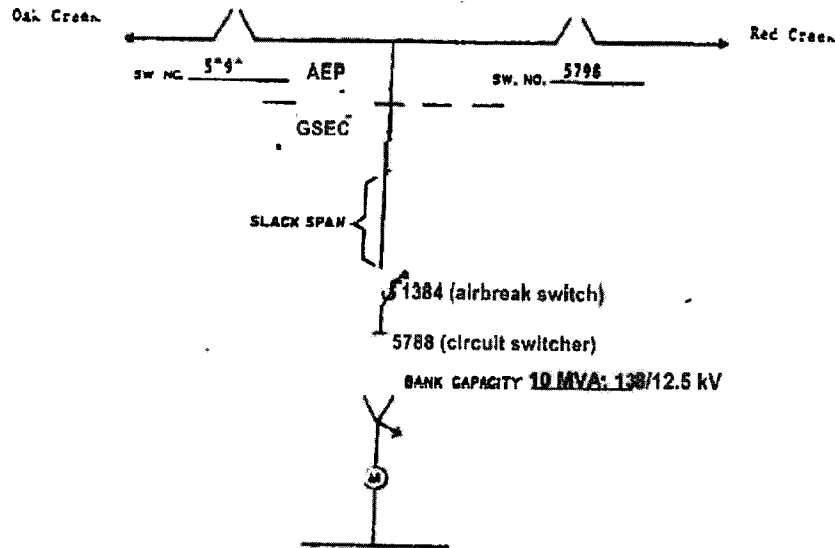
Golden Spread
Concho Valley Cooperative, Inc.

METER POINT NAME
Martzon CVFC - 69KV

6-27-85

FACILITY SCHEDULE NO. 13

ONE LINE DIAGRAM FOR EXHIBIT 'A'



1. Dashed line indicates change in ownership.
2. AEP is to have access to Circuit Switcher #5788.

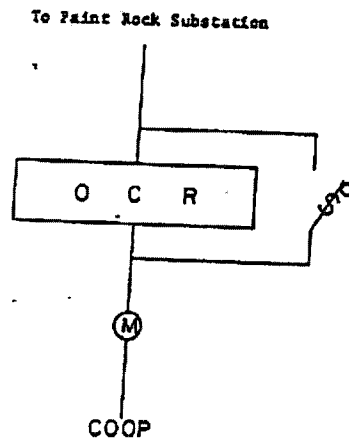
Golden Spread COOPERATIVE
White Electric Cooperative

MET T NAME
D. L. L. L.

FACILITY SCHEDULE NO. 14

ONE LINE DIAGRAM FOR EXHIBIT A

3Ø RECLOSER
#R93801



1. Concho Valley Electric Co-op is to have access to OCR #R93801.

WT 00153907

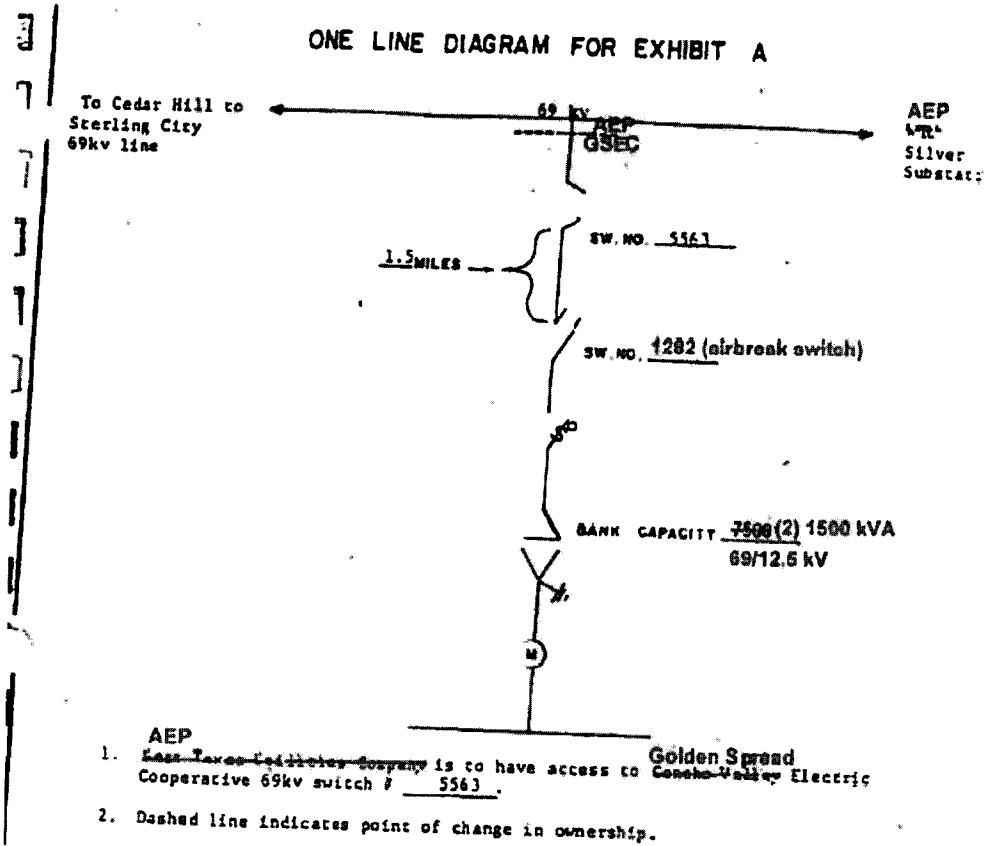
10-1-84

COOPERATIVE
Concho Valley Electric Cooperative

METER POINT NAME
Paint Rock

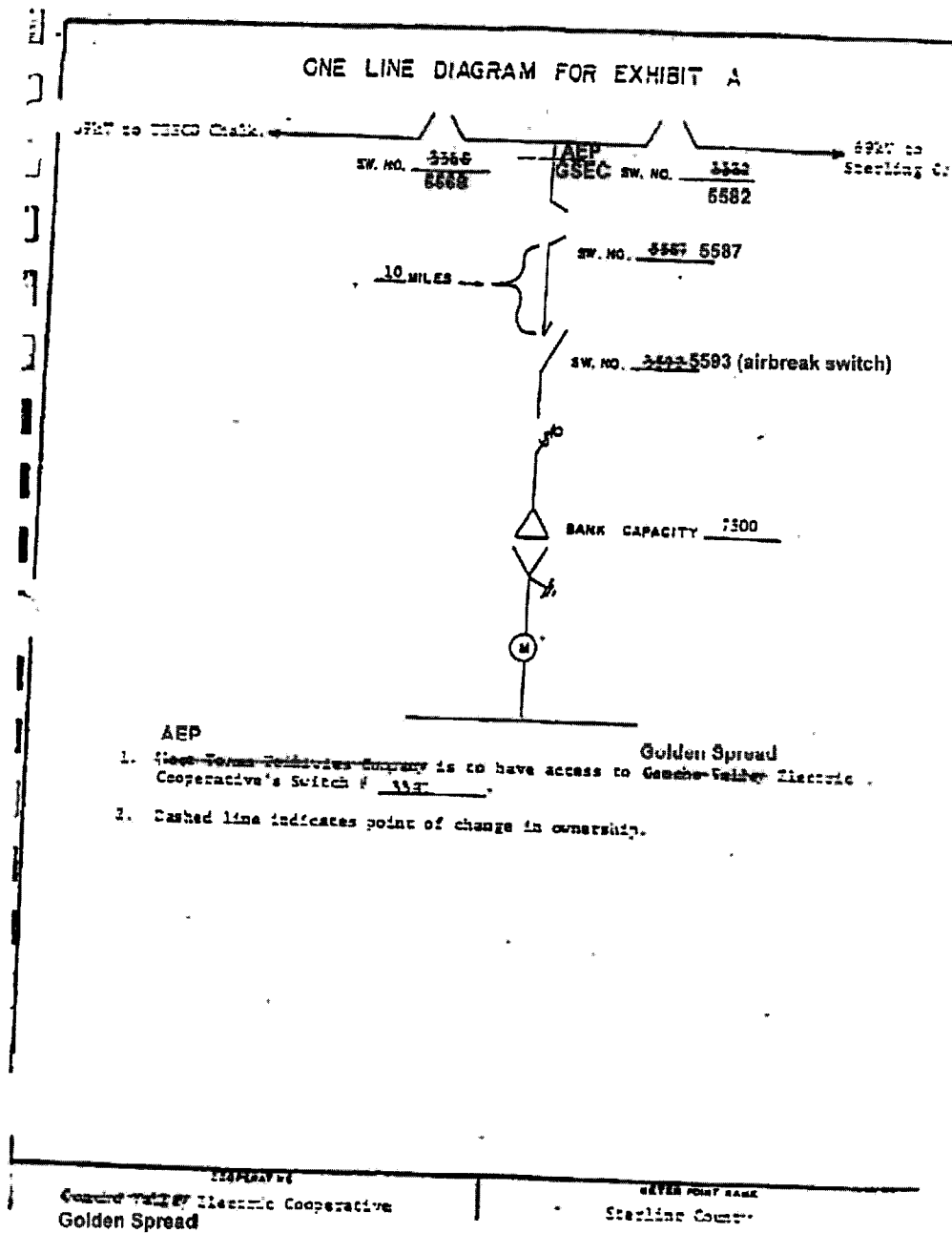
FACILITY SCHEDULE NO. 15

ONE LINE DIAGRAM FOR EXHIBIT A



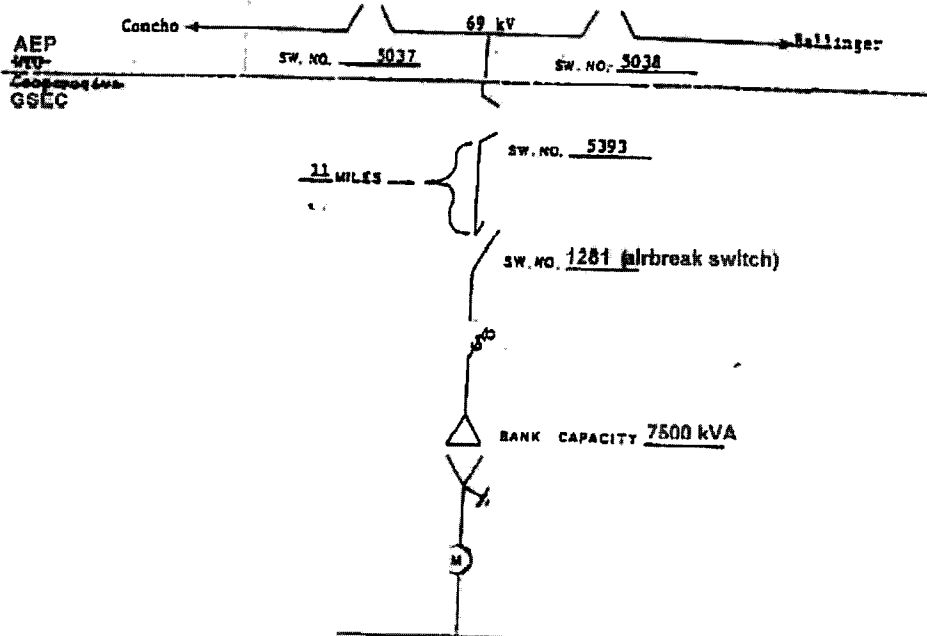
<p>Golden Spread Concho Valley Electric Cooperative</p>	<p>6-27-85 Silver CVEC - 69KV</p>
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FACILITY SCHEDULE NO. 16



FACILITY SCHEDULE NO. 18

ONE LINE DIAGRAM FOR EXHIBIT A



- AEP
GSEC
1. Case-Remediation Co. is to have access to the Cooperative 69 kV switch indicated above as switch 5393.
 2. Dashed line indicates point of change in ownership.

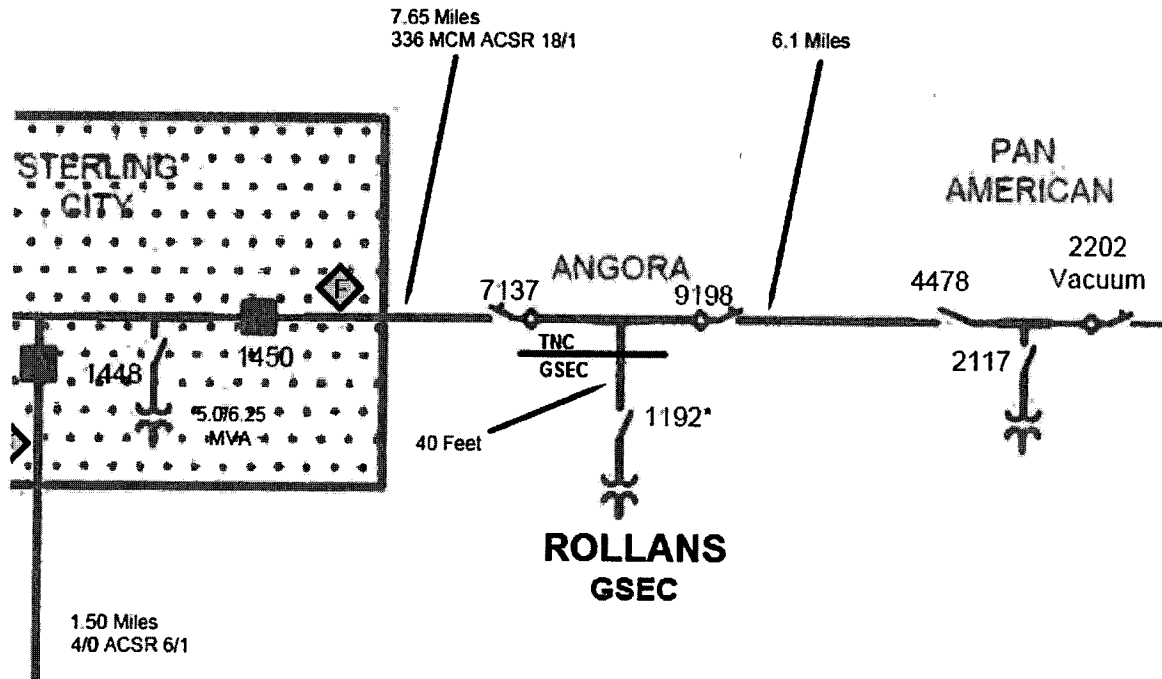
Concho Valley Electric Co-op
Golden Spread

Veribest

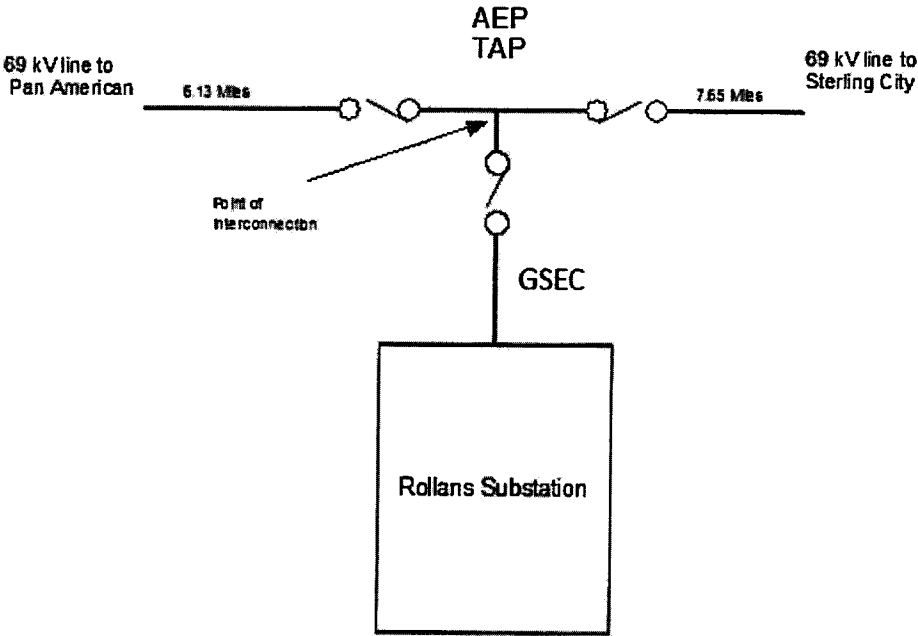
FACILITY SCHEDULE NO. 19

1. **Name:** Rollans*
2. **Facility Location:** Point of Interconnection is in Golden Spread's Rollans Substation ("Substation") at 2651 State Highway 158 East, Sterling City, TX 76951, in Sterling County
3. **Delivery Voltage:** 69 kV
4. **Metered Voltage:** 24.9 kV
5. **Loss Adjustment Due To Meter Location:** Yes
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** - Yes
8. **Facilities Ownership Responsibilities of the Parties:**
 - A. **Company will own the following facilities:**
 - i. the Sterling City to Cedar Hill 69 kV transmission line (existing)
 - ii. the in-line switches #7137 and #9198 in the Sterling City to Cedar Hill 69 kV transmission line (existing)
 - B. **Golden Spread will own the following facilities:**
 - i. the Substation and all the facilities within it (existing)
 - ii. the radial switch #1192 (existing)
9. **Facility Operation Responsibilities of the Parties:**
 - i. Each Party operates the facilities it owns
 - ii. Company is to have access to switch #1192
10. **Facility Maintenance Responsibilities of the Parties:**
 - i. Each Party will maintain the equipment it owns at its expense.
11. **Estimated Peak Load:** 10,000 kW
12. **Other Terms and Conditions:** None

FACILITY SCHEDULE NO. 19 (continued)



FACILITY SCHEDULE NO. 19 (continued)



FACILITY SCHEDULE NO. 20

1. **Name:** Newman T. Busby*
2. **Facility Location:** The Company's Hargrove Station ("Station") is located approximately 12.41 miles east of the intersection of State Hwy 163 and Farm Road 2469, in Irion County, Texas. The Point of Interconnection will be located at the dead-end structure inside the Newman T. Busby Substation ("Substation") that terminate Company's 138 kV transmission line from the Station. More specifically, the Point of Interconnection is located where the jumper conductors from the Substation equipment connect to Company's 138 kV transmission line conductors from the Station.
3. **Delivery Voltage:** 138 kV
4. **Metering Voltage:** 24.9 kV
5. **Loss Adjustment Due To Meter Location:** None
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes
8. **Facilities Ownership and Installation Responsibilities of the Parties:**
 - A. **Company will install and own the following facilities:**
 - i. the Big Lake to Twin Buttes 138 kV transmission line (existing)
 - ii. the Station and all associated facilities, including but not limited to the in-line and radial switches
 - iii. Station structures and property
 - iv. the 138 kV transmission line from the Station to the Substation
 - v. the 24.9 kV meter and meter facilities for the ERCOT settlement within the Substation
 - vi. the current transformers (CT's) and Potential transformers (PT's)
 - B. **Golden Spread will install and own the following facilities:**
 - i. 24.9 kV meter (check) and metering facilities within the Substation in series/parallel with the Company CT's/PT's
9. **Facility Operation Responsibilities of the Parties:**

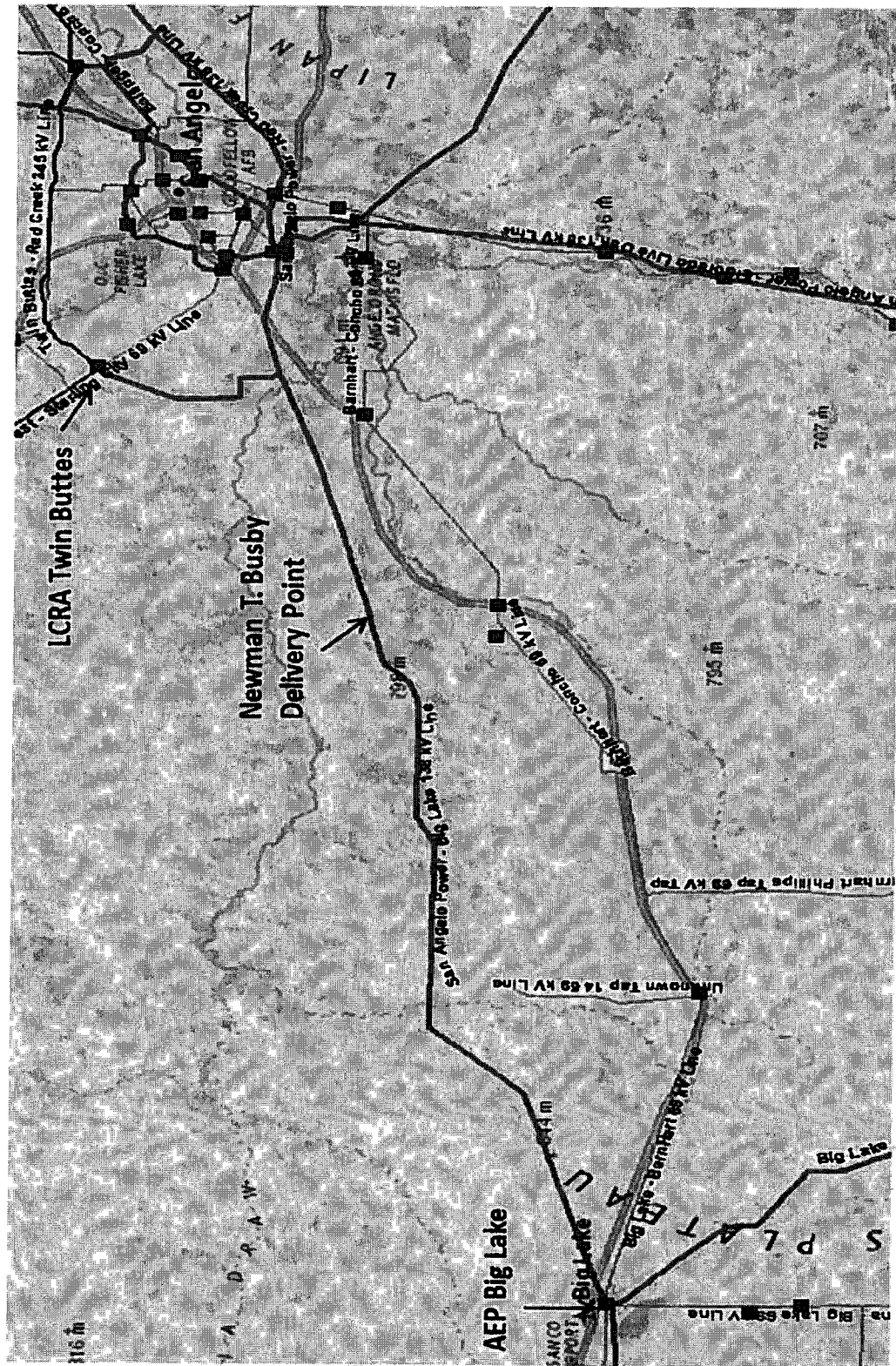
Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

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

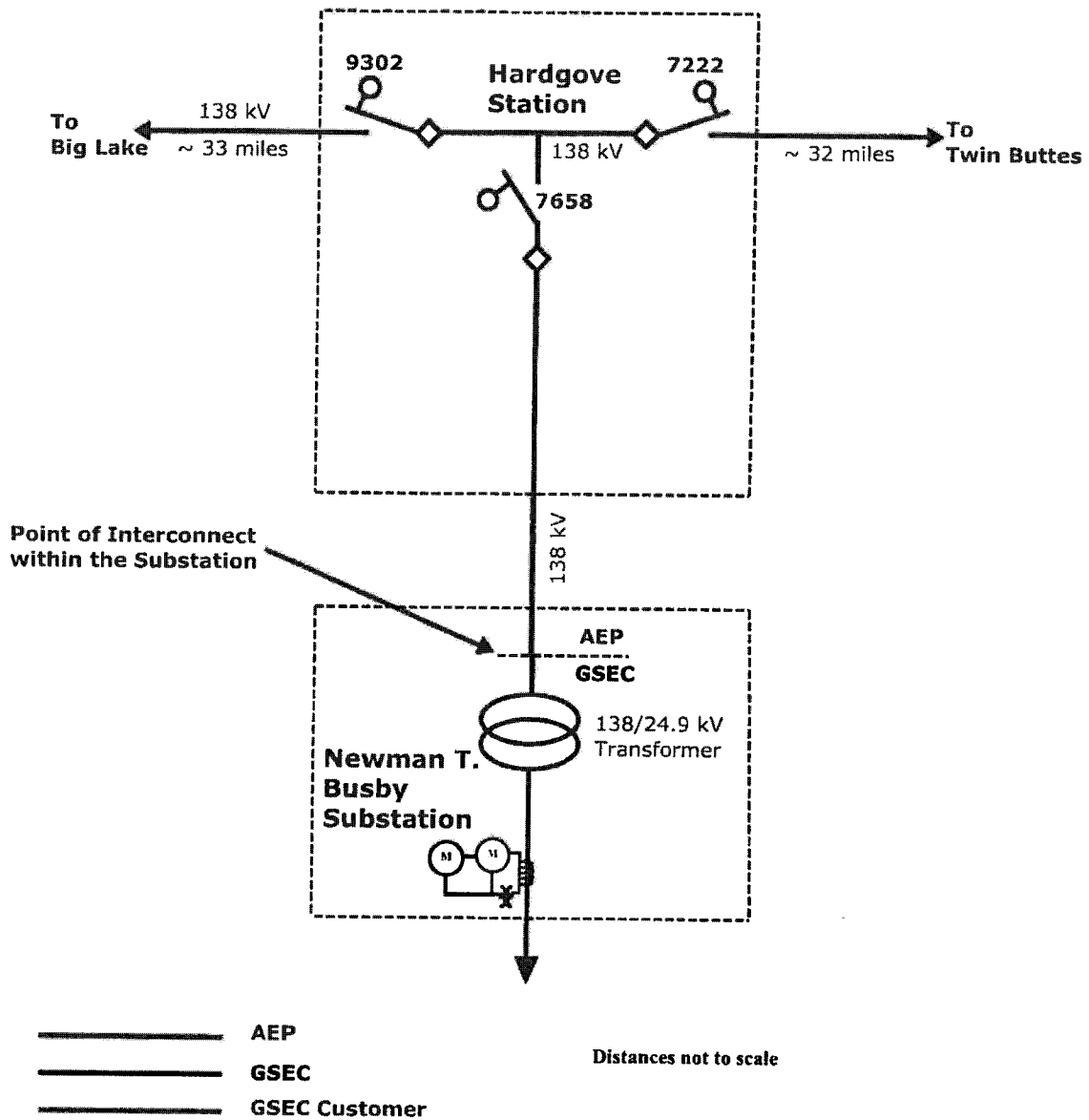
12. Other Terms and Conditions:

- A. The Parties recognize that Company is installing the facilities described in Section 8A hereinabove to facilitate Golden Spread's request for a new Point of Interconnection. If Golden Spread cancels its request for this Point of Interconnection prior to energizing this Point of Interconnection because the facilities are not required, Golden Spread agrees to pay the actual installed costs incurred and committed to be incurred by Company, and the actual costs of removal of the Company material and equipment (including the temporary facilities costs described in Section 12C, below). If Golden Spread terminates and discontinues the use of this Point of Interconnection after it is energized and as a result of such termination and discontinuation of use the Company facilities that comprise the Point of Interconnection are no longer energized or the costs of such facilities are no longer recoverable, Golden Spread shall pay Company the depreciated book value plus removal cost less salvage value of such facilities, or Golden Spread may purchase such facilities at depreciated book value provided Golden Spread removes or otherwise disconnects such facilities from a direct connection to the Company system. Any payment by Golden Spread will be treated as a contribution in aid of construction for tax purposes and Golden Spread agrees to reimburse Company a tax gross up amount for any federal income tax that may be due as a result any such payment by Golden Spread to Company.
- B. Golden Spread has requested an in-service date for the Point of Interconnection of February 28, 2014. Company will use reasonable efforts to provide the Point of Interconnection on the desired in-service date in accordance with, and subject to the terms of, Section 3.3 of the Agreement.
- C. In the event Company reasonably expects that it will not be able to complete the Point of Interconnection by the requested in-service date, Company will promptly provide written notice to Golden Spread and will undertake reasonable efforts to meet the earliest date thereafter. At Golden Spread's request, Company will also install the temporary facilities (temporary pole and hard tap conductors) necessary to energize the Point of Interconnection by the requested in-service date, and Company will not directly assign to, or otherwise recover from, Golden Spread the costs it incurs in installing and removing those temporary facilities except as described in Section 12A, above. The Parties will keep each other advised periodically as to the progress of their respective design, procurement, and construction efforts regarding the Point of Interconnection. If, at any time, Golden Spread becomes aware that the completion of the Point of Interconnection will not be required until after the requested in-service date, Golden Spread will promptly provide written notice to Company of a new, later in-service date.
- D. Parties mutually agree that this Facility Schedule may be amended to accurately document the final as-built design of the installed permanent interconnection facilities.

FACILITY SCHEDULE NO. 20 (continued)
Area Map



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



FACILITY SCHEDULE NO. 21

1. **Name:** **Ketchum Mountain***
2. **Facility Location:** The Company's Pumpjack Station ("Station") is located, approximately seven (7) miles east of the intersection of State Hwy 163 and Farm Road 2469, in Irion County, Texas. The Point of Interconnection will be located at the dead-end structure inside the Ketchum Mountain Substation ("Substation") (31° 17' 49.82" N., 101° 02' 09.32" W.) that terminate Company's 138 kV transmission line from the Station. More specifically, the Point of Interconnection is located where the jumper conductors from the Substation equipment connect to Company's 138 kV transmission line conductors from the Station
3. **Delivery Voltage:** 138 kV
4. **Metering Voltage:** 138 kV
5. **Loss Adjustment Due To Meter Location:** None
6. **Normal Operation of Interconnection:** Closed
7. **One Line Diagram Attached:** Yes
8. **Facilities Ownership and Installation Responsibilities of the Parties:**
 - A. **Company will install and own the following facilities:**
 - i. the Big Lake to Twin Buttes 138 kV (existing) transmission line
 - ii. the Station and all associated facilities, including but not limited to the in-line and radial switches
 - iii. the 138 kV transmission line from the Station to the Substation
 - iv. the 138 kV meter and metering facilities for ERCOT settlement within the Station
 - B. **Golden Spread will install and own the following facilities:**
 - i. 24.9 kV meter (check) and metering facilities within the Substation
9. **Facility Operation Responsibilities of the Parties:**

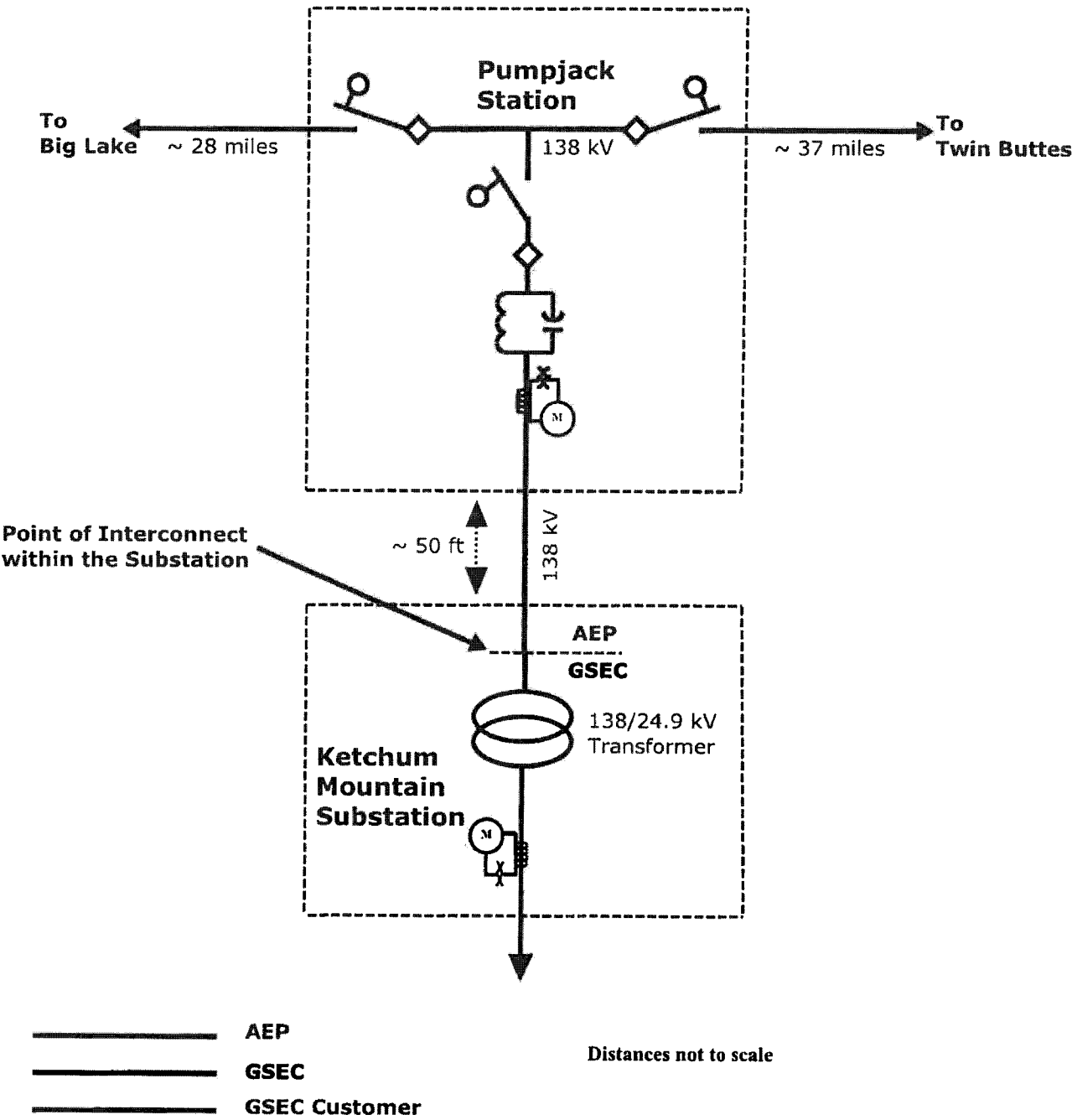
Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

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

12. Other Terms and Conditions:

- A. The Parties recognize that Company is installing the facilities described in Section 8A hereinabove to facilitate GSEC's request for a new Point of Interconnection. If GSEC cancels its request for this Point of Interconnection prior to the time it is placed into service, GSEC agrees to pay the actual installed costs incurred and committed to be incurred by Company, and the actual costs of removal of the Company material and equipment. GSEC shall have the right to take delivery of and pay for any materials ordered but not installed provided such right shall expire if not exercised within ten (10) days after receipt of notice from the Company; and provided further that such right shall be subject to the consent of affected vendors. If GSEC terminates and discontinues the use of this Point of Interconnection after it is energized and as a result of such termination and discontinuation of use the Company facilities that comprise the Point of Interconnection are no longer energized or the costs of such facilities are no longer recoverable, GSEC shall pay Company the depreciated book value plus removal cost less salvage value of such facilities, or GSEC may purchase such facilities at depreciated book value provided GSEC removes or otherwise disconnects such facilities from a direct connection to the Company system. In the event such payment is determined to be taxable income to Company and subject to federal income tax or state franchise tax, GSEC shall reimburse Company for the tax effect of such payment. Company and GSEC shall cooperate in good faith concerning the determination of the tax effect of such payment.
- B. GSEC has requested an in-service date for the Point of Interconnection of November 15, 2014. Company will use reasonable efforts to provide the Point of Interconnection on the desired in-service date in accordance with, and subject to the terms of, Section 3.3 of the Agreement.
- C. In the event Company reasonably expects that it will not be able to complete the Point of Interconnection by the requested in-service date, Company will promptly provide written notice to GSEC and will undertake reasonable efforts to meet the earliest date thereafter. At GSEC's request, Company will also install the temporary facilities (temporary pole and hard tap conductors) necessary to energize the Point of Interconnection by the requested in-service date, and Company will not directly assign to, or otherwise recover from, GSEC the costs it incurs in installing and removing those temporary facilities except as described in Section 12A, above. The Parties will keep each other advised periodically as to the progress of their respective design, procurement, and construction efforts regarding the Point of Interconnection. If, at any time, GSEC becomes aware that the completion of the Point of Interconnection will not be required until after the requested in-service date, GSEC will promptly provide written notice to Company of a new, later in-service date.
- D. Parties mutually agree that this Facility Schedule may be amended to accurately document the final as-built design of the installed permanent interconnection facilities.

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



FACILITY SCHEDULE NO. 22

1. **Name:** Vick
2. **Facility Location:** The Point of Interconnection ("POI") (31° 22' 10.77" N., 100° 03' 06.86" W.), is located approximately 4.3 miles southeast of Eola, Texas, in Concho County. More specifically, the POI is where Company's jumpers from the take-off pole physically connect to the Cooperative's primary conductors terminating on the take-off pole.
3. **Delivery Voltage:** 12.5 kV
4. **Metering Voltage:** 12.5 kV
5. **Loss Adjustment Due To Meter Location:** None
6. **Normal Operation of Interconnection:** Closed
7. **One Line Diagram Attached:** Yes
8. **Facilities Ownership and Installation Responsibilities of the Parties:**
 - A. **Company will install and own the following facilities:**
 - i. the Eola, 12.5 kV, 3-phase distribution feeder (existing)
 - ii. the meter pole and the take-off pole
 - iii. the 12.5 kV meter and metering facilities on the meter pole
 - iv. the jumpers from the take-off pole
 - v. the two (2) spans of 12 kV under-build
 - B. **CVEC will install and own the following facilities:**
 - i. the 12.5 kV distribution facilities terminating at the take-off pole
 - ii. 12.5 kV meter (check) in series/parallel with the Company CT's/PT's
9. **Facility Operation Responsibilities of the Parties:**

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

Each Party will maintain the equipment it owns at its own expense.
11. **Estimated Peak Load:** 300 kW
12. **Other Terms and Conditions:**
 - A. The Parties recognize that Company is installing the facilities described in Section 8A hereinabove to facilitate Cooperative's request for a new Point of Interconnection. If Cooperative cancels its request for this Point of Interconnection prior to energizing