

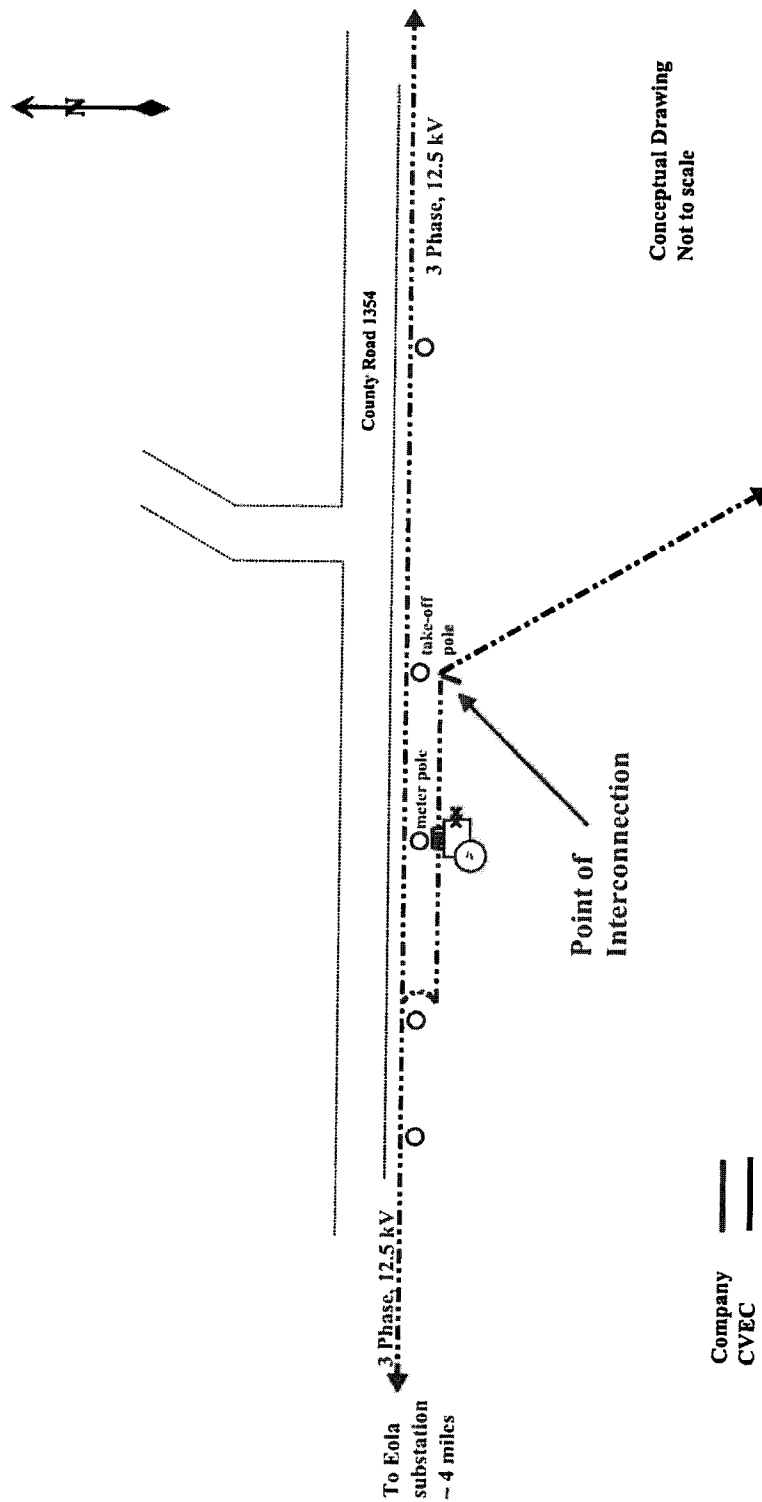
this Point of Interconnection because the facilities are not required, Cooperative agrees to pay the actual installed costs incurred and committed to be incurred by Company, and the actual costs of removal of the Company material and equipment (including the temporary facilities costs described in Section 12C, below). If Cooperative 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, Cooperative shall pay Company the depreciated book value plus removal cost less salvage value of such facilities, or Cooperative may purchase such facilities at depreciated book value provided Cooperative removes or otherwise disconnects such facilities from a direct connection to the Company system. Any payment by Cooperative will be treated as a contribution in aid of construction for tax purposes and Cooperative 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 Cooperative to Company.

- B. Cooperative has requested an in-service date for the Point of Interconnection of July 1, 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. 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, Cooperative becomes aware that the completion of the Point of Interconnection will not be required until after the requested in-service date, Cooperative 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.

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FACILITY SCHEDULE NO. 22 (continued)
One Line Diagram

Conceptual One-line Drawing of Point of Interconnect



FACILITY SCHEDULE NO. 23

1. **Name:** **Carroll K. Land***
2. **Facility Location:** The Company's Cinnamon Station ("Station") is located, approximately 2.5 miles east of the intersection of Hwy 208 and Red Creek Road, in Tom Green County, Texas. The Point of Interconnection will be located at the GSEC's 69 kV dead-end structure outside the Station that terminates GSEC's 69 kV transmission line from GSEC's Carroll K. Land Substation ("Substation") and AEP's 69 kV slack-span from the Station. More specifically, the Point of Interconnection is located where GSEC's jumper conductors from GSEC's 69 kV transmission line connect to AEP's 69 kV slack-span conductors from the Station
3. **Delivery Voltage:** 69 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 Grape Creek Tap to North San Angelo 69 kV (existing) transmission line
 - ii. the Station and all associated facilities, including but not limited to the in-line and radial switches
 - iii. the 12.5 kV meter and metering facilities for ERCOT settlement within the Substation
 - iv. the 69 kV slack-span from the Station
 - B. **Golden Spread will install and own the following facilities:**
 - i. the 69 kV transmission line from the Station to the Substation
 - ii. 12.5 kV meter (check) and metering facilities within the Substation
 - iii. the 69 kV dead-end structure identified as the Point of Interconnection
 - iv. the jumpers at the 69 kV dead-end structure
9. **Facility Operation Responsibilities of the Parties:**

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

Each Party will maintain the equipment it owns at its own expense.

13. **Estimated Peak Load:** 3,700 kW

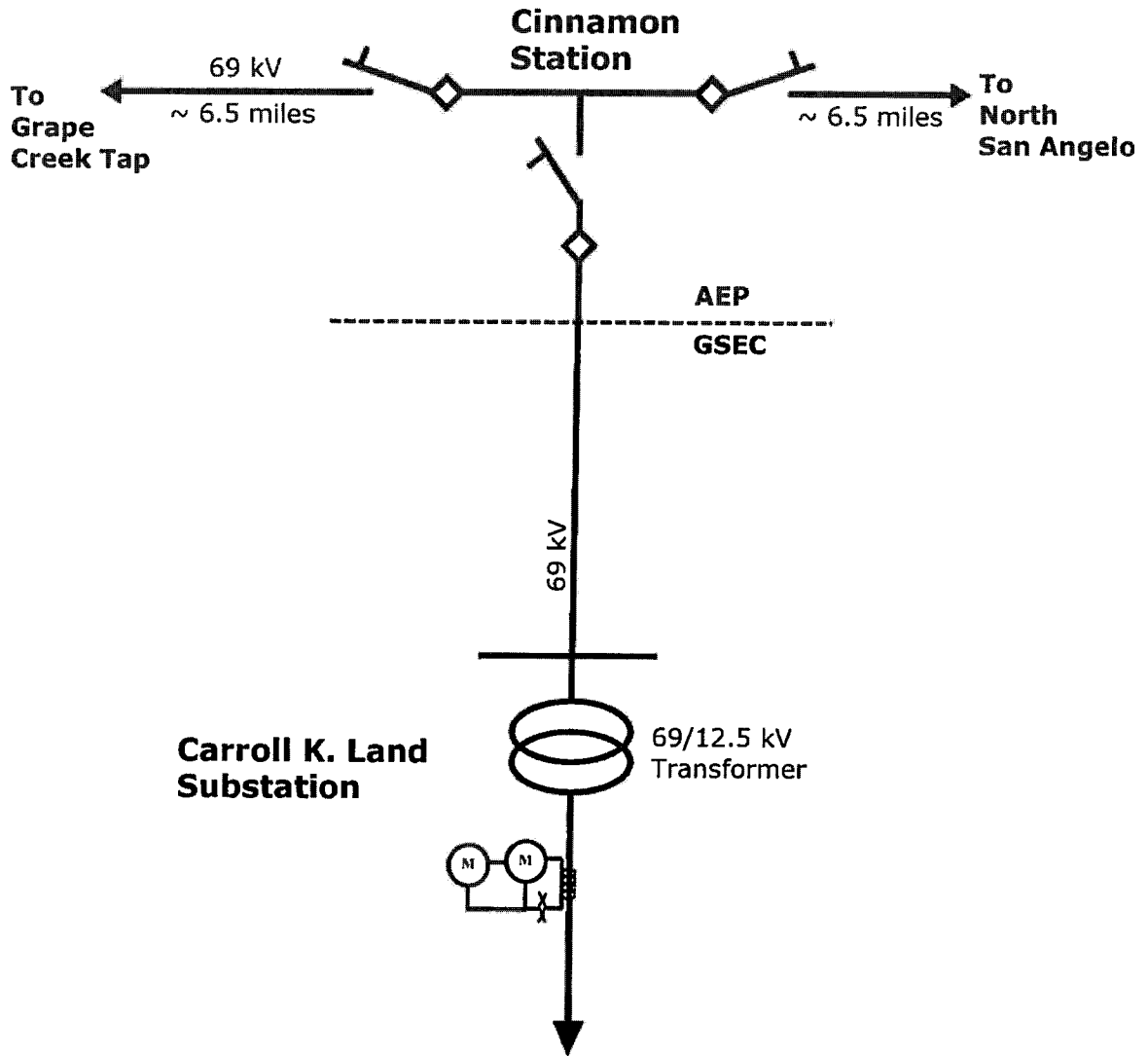
14. **Other Terms and Conditions:**

- 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 August 31, 2015. 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.

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FACILITY SCHEDULE NO. 23 (continued)
One Line Diagram



———— AEP
———— GSEC

Distances not to scale