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PUBLIC UTILITY COMMISSION OF TEXAS

16 TEX. ADMIN. CODE (TAC) §25.195(e)

PROJECT NO. 35077

SECOND AMENDED AND RESTATED INTERCONNECTION AGREEMENT

BETWEEN

AEP TEXAS INC.

AND

LCRA TRANSMISSION SERVICES CORPORATION

DATED OCTOBER 3, 2017

NOVEMBER 6, 2017

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BETWEEN

AEP TEXAS INC.

AND

LCRA TRANSMISSION SERVICES CORPORATION

DATED: OCTOBER 3, 2017

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BETWEEN
AEP TEXAS INC.
AND
LCRA TRANSMISSION SERVICES CORPORATION

This SECOND AMENDED AND RESTATED INTERCONNECTION AGREEMENT is made and entered into as of the 3RD day of OCTOBER 2017 (the "Execution Date") by and between **AEP Texas Inc.** a Texas corporation (successor by merger to AEP Texas Central Company) ("AEP") and **LCRA Transmission Services Corporation,** a Texas corporation ("LCRA TSC") each sometimes hereinafter referred to individually as a "Party" or both referred to collectively as the "Parties".

WITNESSETH

WHEREAS, each Party is the owner and operator of transmission and/or distribution facilities within the ERCOT; and

WHEREAS, the Parties entered into the first amended and restated interconnection agreement effective January 11, 2005 and amended the first amended and restated interconnection agreement on March 16, 2007, November 1, 2008, March 29, 2010, March 7, 2013, March 27, 2013 and August 28, 2013 (First Amended and Restated Agreement) in accordance with AEP Open Access Transmission Service Tariff ("AEP OATT") which required LCRA TSC taking service under AEP OATT to implement an interconnection agreement with AEP;

WHEREAS, the Parties desire to amend and restate the First Amended and Restated Agreement to make certain changes and updates within the substantive body of this Agreement to reflect the changes in the terms and conditions they now desire;

WHEREAS, the Parties desire to amend the First Amended and Restated Agreement by deleting Facility Schedule No. 2 that provided for the Yorktown Point of Interconnection (metering point). The Yorktown Point of Interconnection was decommissioned and no longer needed;

WHEREAS, the Parties desire to amend the First Amended and Restated Agreement by deleting Facility Schedule No. 3 that provided for the Nordheim Point of Interconnection (metering point). The Nordheim Point of Interconnection was decommissioned and no longer needed;

WHEREAS, the Parties desire to amend the First Amended and Restated Agreement by deleting Facility Schedule No. 8 that provided for the Leakey Point of Interconnection. The Leakey Point of Interconnection was reestablished in the Interconnection Agreement between Bandera Electric Cooperative, Inc. and AEP dated August 4, 2014;

WHEREAS, the Parties desire to amend the First Amended and Restated Agreement by amending Facility Schedule No. 17 that provided for the Rockport Points of Interconnection. The Rockport substation was upgraded and expanded to a four breaker ring bus;

WHEREAS, the Parties desire to amend the First Amended and Restated Agreement by amending Facility Schedule No. 31 that provided for the Brackettville Points of Interconnection. The Brackettville substation was upgraded and expanded to a five breaker ring bus;

WHEREAS, the Parties desire to amend the First Amended and Restated Agreement by amending Facility Schedule No. 33 which provided for the AEP Texas expansion of the Pharr Substation and the relocation by LCRA TSC of LCRA TSC's Pharr to Weslaco 138 kV transmission line;

WHEREAS, the Parties desire to amend and restate the First Amended and Restated Agreement to reflect the changes described in the previous paragraphs and to make certain other changes and updates within all Facility Schedules; and

WHEREAS, the Parties desire to interconnect their respective Systems in the respects, and under the terms and conditions set forth below.

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

ARTICLE I – EFFECTIVE DATE AND TERM

1.1 This Agreement and all obligations hereunder, are expressly conditioned upon obtaining (without conditions, limitations or qualifications that are unacceptable to either Party) approval or authorization or acceptance for filing by any regulatory authority whose approval, authorization or acceptance for filing is required by law. After execution by both Parties, AEP will file this Agreement with FERC and will provide a copy of this Agreement to the PUCT. Both Parties hereby agree to support the approval of this Agreement before such regulatory authorities and to provide such documents, information, and opinions as may be reasonably required or requested by either Party in the course of approval proceedings.

1.2 Subject to Section 1.1, this Agreement shall become effective on the Execution Date, or upon such other date specified by FERC (the "Effective Date"). The Parties shall request the FERC to make the Effective Date be the Execution Date.

1.3 Unless otherwise mutually agreed, this Agreement shall remain in effect initially for a period of five (5) years from the Effective Date, and shall continue in effect thereafter for periods of two (2) years each unless canceled after such initial period or any subsequent period either by mutual agreement or by either Party upon at least twenty-four (24) months written notice to the other Party. Upon termination of this Agreement, each Party shall discontinue the use of the facilities of the other and shall disconnect the Points of Interconnection.

ARTICLE II – OBJECTIVE AND SCOPE

2.1 It is the intent of the Parties, by this Agreement, to state the terms and conditions under which the Parties' Systems will be interconnected and to identify the facilities provided by

each Party at the Points of Interconnection.

2.2 This Agreement shall apply to the ownership, construction, operation, and maintenance of those facilities that are specifically identified and described in the Facility Schedules that are attached hereto and incorporated herein. This Agreement does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary to receive any delivery service, ancillary service or other miscellaneous service that either Party may desire from the other Party or any third party.

2.3 This Agreement, including all attached Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement; provided, however, the Parties acknowledge that in some cases they may enter into separate agreements regarding the construction, repair, upgrade, or demolition of certain facilities as contemplated by Section 4.4. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof if not set forth or provided for herein. This Agreement replaces and supersedes all other agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein; such agreements are unaffected by this Agreement.

2.4 All transmission and distribution services will be provided and charged under agreements separate from this Agreement in accordance with PUCT Substantive Rules pertaining to these services and the approved tariffs of the Parties.

ARTICLE III – DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

3.1 Agreement means this Second Amended and Restated Interconnection Agreement with all exhibits, schedules and attachments applying hereto, including any schedules and attachments hereafter made and any amendments hereafter made.

3.2 ERCOT means the Electric Reliability Council of Texas, Inc., or its successor in function.

3.3 ERCOT Requirements means the ERCOT Nodal Operating Guides and ERCOT Nodal Protocols adopted by ERCOT and approved by the PUCT, including any attachments or exhibits referenced in the ERCOT Nodal Protocols, as amended from time to time, that contain the scheduling, operating, planning, reliability, and settlement (including customer registration) policies, rules, guidelines, procedures, standards, and criteria of ERCOT.

3.4 Facility Schedule(s) means the schedule(s) to this Agreement that identify the Point(s) of Interconnection and describe the agreement on ownership, control, operation, and

maintenance responsibilities of the Parties at the Point(s) of Interconnection.

3.5 FERC means the Federal Energy Regulatory Commission or its successor in function.

3.6 Good Utility Practice shall have the meaning described in the PUCT Rule 25.5 or its successor.

3.7 NERC means the North American Electric Reliability Corporation or its successor electric reliability organization.

3.8 NERC Reliability Standards means the mandatory electric reliability standards established and enforced by NERC.

3.9 Point(s) of Interconnection means the points where the Systems of the Parties are connected or may, by the closure of normally open switches, be connected.

3.10 PUCT means the Public Utility Commission of Texas or its successor in function.

3.11 System means the electrical transmission and/or distribution facilities and equipment of either Party.

ARTICLE IV – ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION

4.1 The Parties shall comply with any applicable NERC Reliability Standards that relate to the interconnection of their facilities at the locations identified and described in the Facility Schedules. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with NERC Reliability Standards, if any. Notwithstanding the foregoing, a Party shall not be required to disclose information which it deems confidential unless the Parties execute a confidentiality agreement to protect the confidential nature of such information.

4.2 The Parties agree to interconnect their facilities at the locations, and in accordance with the terms and conditions specified in Exhibit A hereto and as further described in the Facility Schedule(s). The Facility Schedule(s) shall specify the responsibilities of the Parties with respect to ownership, control, operation, and maintenance of the interconnection facilities.

4.3 Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, or cause the design and installation of the transmission or distribution facilities (including all apparatus and necessary protective devices) on its side of the Point of Interconnection, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the System of one Party, from affecting or impairing the System of the other Party, or other electrical systems to which the System of such Party is interconnected. The Parties agree that all Points of Interconnection will be established in conformance with the ERCOT Requirements. The Parties agree to cause their Systems to be constructed in accordance with specifications at least equal to those provided by the National

Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction. Except as otherwise provided in the Facility Schedules, each Party will be responsible for the facilities it owns on its side of the Point of Interconnection.

4.4 From time to time, a Point of Interconnection may be added, changed, modified, or deleted from this Agreement as mutually agreed by the Parties and/or as ordered by a regulatory authority having jurisdiction thereof. The Parties shall enter into such agreements as the Parties mutually agree to address any related construction, repair, upgrade, or demolition activities. In addition, the Parties shall amend this Agreement to update Exhibit A and to update Facility Schedules or add new Facility Schedules, as applicable. Subject to regulatory approval, if required, either Party may terminate a Point of Interconnection on twelve (12) months advance written notice. Upon termination of a Point of Interconnection, each Party shall discontinue the use of the facilities of the other Party associated with the use of that Point of Interconnection and shall disconnect from that Point of Interconnection. The Parties agree to use reasonable efforts to coordinate the termination of a Point of Interconnection to minimize any disruption in service by either Party.

4.5 Subject to regulatory approval, if required, and unless otherwise mutually agreed, neither Party shall have the right to disconnect from the other Party at any Point of Interconnection specified on Exhibit A and a Facility Schedule, originally attached to this Agreement or added subsequent to the execution of this Agreement, except as set forth in Section 4.4 above, or upon failure to cure a Default pursuant to Article XIV of this Agreement.

4.6 For facilities not specified in the Facility Schedules, or if either Party makes changes or additions to the facilities at a Point of Interconnection, which may affect the operation or performance of the other Party's interconnection facilities, the Parties agree to notify the other Party, in writing, of such changes. Such changes shall be made in accordance with Good Utility Practice, ERCOT Requirements, the National Electrical Safety Code, other applicable codes, and standards in effect at the time of construction, and coordinated between the Parties.

4.7 Each Party agrees to provide, upon request, current as-built drawings to the other Party of the facilities owned by that Party at each Point of Interconnection.

4.8 The Parties agree to coordinate and cooperate on assessments of the reliability impacts to their interconnected Systems for new facilities requesting connection to their Systems, in accordance with any applicable NERC Reliability Standards.

ARTICLE V - SYSTEM OPERATION AND MAINTENANCE

5.1 Unless otherwise provided by the Facility Schedules, each Party shall, at each Point of Interconnection, at its own risk and expense, operate and maintain the facilities (including all apparatus and necessary protective devices) it owns or hereafter may own, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the System of one Party, from affecting or impairing the System of the other Party, or other electrical systems to which the Party is interconnected. The Parties agree that all Points of Interconnection will be

operated and maintained in conformance with the ERCOT Requirements and Good Utility Practice.

5.2 Unless otherwise provided by the Facility Schedules, each Party, at its sole cost and expense, 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.

5.3 Unless otherwise provided by the Facility Schedules, each Party shall operate the facilities within its System. The operation of the System shall be such that power flows that enter and exit one Party's System do not have undue impacts on the other Party's System. Operational responsibility for facilities owned by one Party, but installed in another Party's substation or transmission line will be identified in the Facility Schedule for that particular Point of Interconnection.

5.4 During the term of this Agreement, the Parties will, consistent with Good Utility Practice, coordinate their operations to maintain continuity of services to their respective customers to the extent practicable. Planned facility maintenance by either Party that will cause a deviation from the normal power and energy flow at a Point of Interconnection will be scheduled at a mutually agreeable time. Except as otherwise permitted by the terms of this Agreement, no changes will be made in the normal operation of a Point of Interconnection without the mutual agreement of the Parties. The Parties will, to the extent necessary to support continuity of operations, coordinate the operation of protective devices on the facilities they operate in the proximity of the Points of Interconnection that might reasonably be expected to affect the operation of facilities on the other Party's System.

5.5 Each Party will provide the reactive requirements for its own System in accordance with the ERCOT Requirements. Each Party will provide the reactive requirements for its own System so as not to impose a burden on the other Party's System.

5.6 During periods of emergency conditions declared by ERCOT, or as necessary to restore customer service, either Party may operate equipment that is normally operated by the other Party, provided that authorization to do so must first be received from the Party that normally operates the equipment, such authorization not to be unreasonably withheld or delayed. It shall be considered reasonable for the Party that normally operates such equipment to deny such a request by the other Party if the withholding Party will provide such operation within the time frame called for in the circumstances. Such operations by the other Party will be at no cost to the owner or normal operator of the equipment.

5.7 Each Party will determine the operating limits of the facilities that it owns and make such limits known to the Party operating those facilities. The Party operating those facilities will not exceed those limits without prior approval of the Party owning the facilities.

5.8 Unless otherwise provided in a Facility Schedule, for purposes of ERCOT under-frequency, under-voltage or emergency load shedding program requirements, the Parties agree that each Party will be obligated to communicate with ERCOT and account for the loads associated with the distribution breaker and feeder that it operates.

ARTICLE VI - RIGHTS OF ACCESS, EQUIPMENT INSTALLATION, AND REMOVAL

6.1 Each Party shall permit duly authorized representatives and employees of the other Party to enter upon its premises, subject to the Party's physical security access practices and procedures, for the purpose of inspecting, testing, repairing, renewing, or exchanging any or all of the equipment owned by such other Party that is located on such premises or for the purpose of performing any work necessary in the performance of this Agreement.

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

6.3 Unless otherwise agreed in writing, any and all facilities placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be owned by and remain the property of the Party installing such facilities, regardless of the mode and manner of annexation or attachment to real property. Upon the termination of any Point of Interconnection under this Agreement, the Party owning such facilities placed or installed on the premises of the other Party, shall have the right 1) to sell such facilities to the other Party, if the other Party wishes to purchase such facilities, or 2) to enter the premises of the other Party and, within a reasonable time, remove such facilities, at no cost to the owner of the premises. If, upon the termination of any Point of Interconnection under this Agreement, facilities of a Party that are installed on the premises of the other Party are neither sold to the other Party nor removed by the owning Party within a reasonable time, such facilities shall be considered abandoned by the owning Party and may be disposed of by the other Party in the manner it shall determine appropriate; provided, however, that any net cost incurred by the disposing Party shall be reimbursed by the abandoning Party.

6.4 Each Party shall clearly mark their respective facilities with appropriate ownership identification.

6.5 Either Party may request the other Party to upgrade or modify its terminal facilities at a Point of Interconnection in accordance with the other Party's standard design of equipment, provided that the upgrade or modification is consistent with Good Utility Practice and, if applicable, is approved by ERCOT. The requesting Party shall provide the other Party a minimum of twenty-four (24) months notice of the upgrade or modification of its terminal facilities at a Point of Interconnection, absent mutual acceptance of a shorter notice period. The Parties agree to use reasonable efforts to coordinate the upgrade or modification of terminal facilities at a Point of Interconnection to minimize any disruption in service by either Party.

ARTICLE VII – METERING AND RECORDS

7.1 Unless otherwise agreed in writing, all metering equipment required herein shall be selected, installed, tested, operated and maintained by the Party owning such metering equipment in accordance with Good Utility Practice and the ERCOT Requirements.

ARTICLE VIII – COMMUNICATION AND TELEMETERING FACILITIES

8.1 Unless otherwise agreed in writing, each Party shall provide, at its own expense, the necessary communication and telemetering facilities needed for the control and operation of its System.

8.2 All communication and telemetering facilities required herein shall be selected, installed, tested, operated, and maintained by the Party owning such equipment in accordance with Good Utility Practice and the ERCOT Requirements.

8.3 Unless otherwise provided in a Facility Schedule, Remote Terminal Unit ("RTU") equipment will be polled by its owner; the other Party will have access to the RTU data via its Inter-control Center Communications Protocol ("ICCP") communications circuit to the ERCOT control center in accordance with the ERCOT Requirements.

ARTICLE IX – INDEMNIFICATION

NOTWITHSTANDING THE PROVISIONS OF ARTICLE XIII, TO THE EXTENT PERMITTED BY LAW AND ONLY TO THE EXTENT RESULTING FROM A PARTY'S NEGLIGENCE OR OTHER FAULT IN THE DESIGN, CONSTRUCTION, OR OPERATION OF ITS FACILITIES DURING THE PERFORMANCE OF THIS AGREEMENT, SUCH PARTY SHALL (I) ASSUME ALL LIABILITY FOR, AND SHALL INDEMNIFY THE OTHER PARTY AGAINST, ANY AND ALL MONETARY LOSSES SUFFERED BY THE OTHER PARTY OR DAMAGE TO SUCH OTHER PARTY'S PROPERTY, AND (II) INDEMNIFY THE OTHER PARTY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AGAINST THIRD PERSONS' CLAIMS (AND SUCH INDEMNIFIED PERSON'S COSTS AND EXPENSES OF DEFENSE THEREOF) FOR INJURY TO OR DEATH OF ANY PERSON, DAMAGE TO PROPERTY OF ANY THIRD PERSON, OR DISRUPTION OF THE BUSINESS OF ANY THIRD PERSON. NOTHING IN THIS ARTICLE WILL CREATE AN OBLIGATION TO ASSUME, OR INDEMNIFY A PERSON FOR, (I) A PARTY'S COSTS AND EXPENSES, COURT COSTS, OR ATTORNEY FEES INCURRED IN PROSECUTING OR DEFENDING AN ACTION AGAINST THE OTHER PARTY, (II) DAMAGES FOR DISRUPTION OF THE OTHER PARTY'S BUSINESS, OR (III) AMOUNTS PAID BY THE OTHER PARTY IN SETTLEMENT OF CLAIMS; PROVIDED, HOWEVER, THAT THE LIMITATIONS OF LIABILITY SET FORTH IN (I) AND (II) SHALL NOT APPLY TO AN INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT AND THE LIMITATION OF LIABILITY SET FORTH IN (I) SHALL NOT NEGATE ANY OBLIGATION TO PAY FOR SUCH COSTS UNDER CHAPTER 38 OF THE TEXAS

CIVIL PRACTICE & REMEDIES CODE OR OTHER APPLICABLE STATUTES. THIS ARTICLE DOES NOT CREATE A LIABILITY ON THE PART OF EITHER PARTY TO A THIRD PERSON, BUT REQUIRES INDEMNIFICATION TO THE EXTENT SET FORTH HEREIN WHERE SUCH LIABILITY EXISTS. THIS ARTICLE WILL NOT BE APPLIED TO CREATE AN INDEMNIFICATION OBLIGATION THAT IS IN EXCESS OF ANY CONTRIBUTION OBLIGATION A PARTY HAS UNDER CHAPTER 33 OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE.

ARTICLE X – NOTICES

10.1 Notices of an administrative nature, including but not limited to a notice of termination, notice of default, request for amendment, change to a Point of Interconnection, or request for a new Point of Interconnection, shall be forwarded to the designees listed below for each Party and shall be deemed properly given if delivered in writing in the manner described herein. Any such notice may be given by personal delivery to the Party entitled thereto by e-mail (with confirmation of receipt), 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:

American Electric Power Service Corporation
Director, System Interconnections
Robert Pennybaker
212 E. 6th Street
Tulsa, Oklahoma 74119
918-599-2723
rlpennybaker@aep.com

With copy to:

American Electric Power Service Corporation
Director, Transmission Planning
212 E. 6th Street
Tulsa, OK 74119
918-599-2557

If to LCRA TSC:

LCRA Transmission Services Corporation
LCRA Vice President, Transmission Design and Protection
Sergio Garza, P.E.
P.O. Box 220
Austin, TX 78767-0220
512-578-4149
sergio.garza@lcra.org

10.2 The above listed names, titles, and addresses of either Party may be changed upon written notification to the other Party.

ARTICLE XI - SUCCESSORS AND ASSIGNS

11.1 Subject to the provisions of Section 11.2 below, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

11.2 Neither Party shall assign its interest in this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, provided that neither Party will be required to consent to any assignment which would, in its sole judgment and among other reasons, subject it to additional federal or state regulation, result in the imposition of additional costs of administration which the Party requesting consent to assignment does not agree to reimburse, or in any way diminish the reliability of its System, enlarge its obligations or otherwise create or maintain an unacceptable condition. The respective obligations of the Parties under this Agreement may not be changed, modified, amended, or enlarged, in whole or in part, by reason of the sale, merger, or other business combination of either Party with any other person or entity. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, its interest in this Agreement, in whole or in part, to a successor to all or a substantial portion of the Party's transmission and distribution business; to any affiliate of the assigning Party with an equal or greater credit rating; to any transmission service provider with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; or for collateral security purposes in connection with any financing or financial arrangements.

11.3 The several provisions of this Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons, corporations, or associations other than the Parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of the Parties to this Agreement.

ARTICLE XII – GOVERNING LAW AND REGULATION

12.1 **THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS EXCEPT AS TO MATTERS EXCLUSIVELY CONTROLLED BY THE CONSTITUTION AND STATUTES OF THE UNITED STATES OF AMERICA.** This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, rules, and regulations of duly constituted regulatory authorities having jurisdiction.

12.2 In the event that a regulatory authority having jurisdiction over the Parties orders a change in the terms of this Agreement, the Parties agree to negotiate in good faith a replacement term that will most nearly accomplish the purpose and intent of the original term consistent with the regulatory order. If the Parties cannot reach an agreement over the new term, and if the old term is an essential provision of this Agreement, either Party may elect to terminate this Agreement by providing sixty (60) days prior written notice of such election to the other Party. An election

to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

12.3 In the event any part of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall constitute a binding agreement between the Parties; provided, however, that if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason of any provision or application being finally determined to be invalid, illegal, or unenforceable, that Party may terminate this Agreement upon sixty (60) days prior written notice to the other Party. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

ARTICLE XIII – FORCE MAJEURE

Neither Party shall be considered in default with respect to any obligation hereunder, other than the payment of money, if prevented from fulfilling such obligations by reason of any cause beyond its reasonable control, including, but not limited to, an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either Party ("Force Majeure") and neither Party shall be liable to the other for damages that result from such a Force Majeure event. In the event of the occurrence of an event of Force Majeure, the affected Party shall notify the other Party of such Force Majeure as soon as reasonably possible after the determination that an event of Force Majeure has occurred. If performance by either Party has been prevented by such event, the affected Party shall promptly and diligently attempt to remove the cause of its failure to perform, except that neither Party shall be obligated to agree to any quick settlement of any strike or labor disturbance, that, in the affected Party's opinion, may be inadvisable or detrimental, or to appeal from any administrative or judicial ruling.

ARTICLE XIV - TERMINATION ON DEFAULT

14.1 The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 14.2, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within thirty (30) days after Default notice and continuously and diligently complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such Default notice shall cease to exist.

14.2 If a Default is not cured as provided in this Article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article will survive termination of this Agreement.

14.3 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.

ARTICLE XV - MISCELLANEOUS PROVISIONS

15.1 Any undertaking by a Party to the other Party under this Agreement shall not constitute the dedication of the electrical System or any portion thereof of that Party to the public or to the other Party, and it is understood and agreed that any such undertaking shall cease upon the termination of this Agreement.

15.2 **IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 15.2 ARE NOT INTENDED TO AND SHALL NOT IN ANY MANNER, LIMIT OR QUALIFY THE LIABILITIES AND OBLIGATIONS OF THE PARTIES UNDER ANY OTHER AGREEMENTS BETWEEN THE PARTIES.**

15.3 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.

15.4 This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced in writing and executed by the Parties.

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

15.6 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.

AEP Texas Inc.

By: Wade
Name: Wade Smith
Title: Vice President

Date: 10/3/17

LCRA TRANSMISSION SERVICES CORPORATION

By:
Name: Sergio Garza, P.E.
Title: LCRA Vice President,
Transmission Design and Protection

Date: 09/26/2017

EXHIBIT A

Facility Schedule No.	Name of Point of Interconnection (# of Points)	Delivery Voltage [kV]	LDF Charge Type [1]	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]	Original Effective Date, Prior Amendment Dates or Termination Date
1A (terminated)	Luling 69 (0)	-	-	-	-	-	November 1, 2008
1	Luling City (6)	12.5	-	12.5	-	-	June 1, 1973 January 11, 2005 November 1, 2008 April 28, 2010 OCTOBER 3, 2017
2 (terminated)	Yorktown (0)	-	-	-	-	-	June 1, 1973 January 11, 2005 OCTOBER 3, 2017
3 (terminated)	Nordheim (0)	-	-	-	-	-	June 1, 1973 January 11, 2005 OCTOBER 3, 2017
4 (terminated)	Glidden (0)	-	-	-	-	-	November 1, 2008
5	LCRA Cuero (1)	138	T	-	-	-	June 1, 1973 January 11, 2005 November 1, 2008 April 28, 2010 OCTOBER 3, 2017
6	Campwood (1)	69	T	-	-	-	December 28, 1990 January 11, 2005 March 16, 2007 OCTOBER 3, 2017
7 (terminated)	LCRA Nixon (0)	-	-	-	-	-	November 1, 2008

EXHIBIT A

Facility Schedule No.	Name of Point of Interconnection (# of Points)	Delivery Voltage [kV]	LDF Charge Type [1]	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]	Original Effective Date, Prior Amendment Dates or Termination Date
8 (terminated)	Leakey (0)	-	-	-	-	-	December 10, 1998 OCTOBER 3, 2017
9	Coleto Creek (1)	345	T	-	-	-	January 11, 2005 OCTOBER 3, 2017
10	Citgo North Oak Park (3)	138	T	-	-	-	January 11, 2005 April 28, 2010 OCTOBER 3, 2017
11	Lon C. Hill (2)	138	T	-	-	-	January 11, 2005 April 28, 2010 OCTOBER 3, 2017
12	Highway 9 (1)	138	T	-	-	-	January 11, 2005 March 16, 2007 April 28, 2010 OCTOBER 3, 2017
13 (terminated)	Nueces Bay (0)	-	-	-	-	-	April 28, 2010
14	Valero Cantwell (2)	138	T	-	-	-	March 16, 2007 April 28, 2010 OCTOBER 3, 2017
15	Weil Tract (2)	138	T	-	-	-	March 16, 2007 April 28, 2010 OCTOBER 3, 2017
16	Rincon (1)	138	T	-	-	-	March 16, 2007 OCTOBER 3, 2017
17	Rockport (2)	69 & 138	T	-	-	-	March 16, 2007 OCTOBER 3, 2017

EXHIBIT A

Facility Schedule No.	Name of Point of Interconnection (# of Points)	Delivery Voltage [kV]	LDF Charge Type [1]	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]	Original Effective Date, Prior Amendment Dates or Termination Date
18	Fulton (1)	69	T	-	-	-	March 16, 2007 OCTOBER 3, 2017
19	Roma (1)	138	T	-	-	-	March 16, 2007 OCTOBER 3, 2017
20	Garceno (2)	138	T	-	-	-	March 16, 2007 OCTOBER 3, 2017
21	Rio Grande City (2)	138	T	-	-	-	March 16, 2007 OCTOBER 3, 2017
22	La Grulla (2)	138	T	-	-	-	March 16, 2007 OCTOBER 3, 2017
23	Goodwin (2)	138	T	-	-	-	March 16, 2007 OCTOBER 3, 2017
24	Frontera (1)	138	T	-	-	-	March 16, 2007 OCTOBER 3, 2017
25	Asherton (1)	138	T	-	-	-	March 16, 2007 OCTOBER 3, 2017
26	Conoco-Chittam Ranch Tap (2)	138	T	-	-	-	March 16, 2007 OCTOBER 3, 2017
27	Pueblo (2)	138	T	-	-	-	March 16, 2007 OCTOBER 3, 2017
28	Escondido (1)	138	T	-	-	-	March 16, 2007 OCTOBER 3, 2017
29	Uvalde (1)	138	T	-	-	-	March 16, 2007 OCTOBER 3, 2017
30	Asphalt Mines (2)	138	T	-	-	-	March 16, 2007 OCTOBER 3, 2017
31	Brackettville (2)	138	T	-	-	-	March 16, 2007 OCTOBER 3, 2017

EXHIBIT A

Facility Schedule No.	Name of Point of Interconnection (# of Points)	Delivery Voltage [kV]	LDF Charge Type [1]	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]	Original Effective Date, Prior Amendment Dates or Termination Date
32 (terminated)	Hamilton Road (0)	-	-	-	-	-	April 28, 2010
33	Pharr (1)	138	T	-	-	-	November 1, 2008 OCTOBER 3, 2017
34	North Alamo (2)	138	T	-	-	-	November 1, 2008 OCTOBER 3, 2017
35	Weslaco (2)	138	T	-	-		November 1, 2008 OCTOBER 3, 2017
36	North Weslaco (2)	138	T	-	-	-	November 1, 2008 OCTOBER 3, 2017
37	North Mercedes (2)	138	T	-	-	-	November 1, 2008 OCTOBER 3, 2017
38	Harlingen (1)	138	T	-	-	-	November 1, 2008 OCTOBER 3, 2017
39	Naval Base Gas Insulated (2)	69	T	-	-	-	November 1, 2008 OCTOBER 3, 2017
40	Airline (2)	69	T	-	-	-	November 1, 2008 OCTOBER 3, 2017
41	North Padre Tap (1)	69	T	-	-	-	November 1, 2008 OCTOBER 3, 2017
42	Mustang Island (2)	69	T	-	-	-	November 1, 2008 OCTOBER 3, 2017
43 (terminated)	Port Aransas (0)	-	-	-	-	-	April 28, 2010
44 (terminated)	Laguna (0)	-	-	-	-	-	April 28, 2010

EXHIBIT A

Facility Schedule No.	Name of Point of Interconnection (# of Points)	Delivery Voltage [kV]	LDF Charge Type [1]	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]	Original Effective Date, Prior Amendment Dates or Termination Date
45	Kenedy (2)	138	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
46	Runge (2)	138	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
47	Nordheim (2)	138	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
48	Yorktown (2)	138	T	-	-	-	November 1, 2008 April 28, 2010 August 28, 2013 OCTOBER 3, 2017
49	Hochheim (1)	69	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
50	Malone (1)	69	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
51	Darst Creek (2)	69	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
52	AEP Nixon (2)	138	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
53	Magnolia (1)	138	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017

EXHIBIT A

Facility Schedule No.	Name of Point of Interconnection (# of Points)	Delivery Voltage [kV]	LDF Charge Type [1]	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]	Original Effective Date, Prior Amendment Dates or Termination Date
54	Columbus (2)	69	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
55	Stafford Hill (1)	69	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
56	Riverside Pump (1)	69	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
57	Prairie Pump (1)	69	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
58	Parker (1)	69	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
59	Eagle Lake (2)	69	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
60	Lakeside Pump (1)	69	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
61	Matthews (1)	69	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
62	Garwood Lone Star (1)	69	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017

EXHIBIT A

Facility Schedule No.	Name of Point of Interconnection (# of Points)	Delivery Voltage [kV]	LDF Charge Type [1]	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]	Original Effective Date, Prior Amendment Dates or Termination Date
63	Garwood City (1)	69	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
64	El Campo (2)	69 and 138	T	-	-	-	November 1, 2008 April 28, 2010 March 7, 2013 OCTOBER 3, 2017
65	B&B Gravel (1)	69	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
66	Garwood Pump (1)	69	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
67	Ideal Cement (1)	69	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
68	Garwood Pump Relift (1)	69	T	-	-	-	November 1, 2008 April 28, 2010 OCTOBER 3, 2017
69	Mockingbird (2)	138	T	-	-	7500	March 27, 2013 OCTOBER 3, 2017
70	Dimmit (2)	138	T	-	-	6000	August 28, 2013 OCTOBER 3, 2017

EXHIBIT B

Facility Schedule No.	Name of Point of Interconnection (# of Points)	Delivery Voltage [kV]	LDF Charge Type [1]	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]	Original Effective Date, Prior Amendment Dates or Termination Date

Notes:
(1) Indicated Local Distribution Facilities (LDF) Charge(s) determined pursuant to ERCOT Regional Transmission Service Agreement.

T = Transmission Delivery Point (LDF Charge = Metering Charge)
DS = Distribution Station voltage bus connection (LDF Charge = Metering Charge + DS Charge)
OHL = Distribution Overhead Line connection (LDF Charge = Metering Charge + DS Charge + OHL Charge)

EXHIBIT A
FACILITY SCHEDULE NO. 1A

Luling 69

TERMINATED

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EXHIBIT A
FACILITY SCHEDULE NO. 1

1. **Name:** **Luling City**

2. **Facility Location:** LCRA TSC's Luling City Substation (the "LCRA TSC Substation") is located in Caldwell County, approximately 0.5 miles north of Luling, Texas, west side of North Hackberry Ave and FM 2984 Road. There are six (6) Points of Interconnection within the LCRA TSC Substation. The Points of Interconnection are located 1) where the 12.5 kV breaker (LC10) jumper conductors physically connect to CT9, and 2) where the 12.5 kV breaker (LC20) jumper conductors physically connect to CT10, and 3) where the 12.5 kV breaker (LC10) jumper conductors physically connect to the 12.5 kV disconnect switch (LC11), and 4) where the 12.5 kV breaker (LC20) jumper conductors physically connect to the 12.5 kV disconnect switch (LC21) and 5) where the jumper from the incoming distribution line connects to the pipe bus running between 12.5 kV switches (LC11 and LC13) and 6) where the jumper from the incoming distribution line connects to the pipe bus running between 12.5 kV switches (LC21 and LC23).

3. **Delivery Voltage:** 12.5 kV

4. **Metered 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. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. two (2) 12.5 kV breakers (LC10 and LC20)
ii. the associated jumpers
iii. the associated relaying, and distribution feeder exits
iv. one (1) remote terminal unit ("RTU") for Supervisory Control and Data Acquisition (SCADA) control and communication of the two (2) 12.5 kV breakers (LC10 and LC20)
v. the RTU communication circuit from LCRA TSC Substation to AEP's control center
vi. any under-built distribution circuits attached to the structures of LCRA TSC's transmission lines that terminate into LCRA TSC Substation

B. LCRA TSC agrees that it owns the following facilities:

i. the LCRA TSC Substation, including all the facilities within it, except for the facilities owned by AEP above

ii. the LCRA TSC Substation property ground grid, gravel, fencing and other appurtenances
iii. the following transmission line(s) comprised of structures, easements, conductors, insulators, and connecting hardware:
   a) the 69 kV LCRA TSC Substation to Cuero Substation transmission line
   b) the 69 kV LCRA TSC Substation to Deer Creek Substation transmission line

9. Facility Operation Responsibilities of the Parties:

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

A. Transformation Service is provided by LCRA TSC at the LCRA TSC Substation.

B. LCRA TSC will provide AEP access to 125 Vdc and 120 Vac power. Circuits must have over current protection devices (OCPD) sized according to NEC standards. Panel boards containing the OCPD may belong to either LCRA TSC (if space is available) or AEP.

C. LCRA TSC will provide AEP with floor space (as available and as necessary) in its control house for the installation of AEP required relay panel boards and equipment.

D. LCRA TSC and AEP are to share access to the LCRA TSC Substation by LCRA TSC and AEP locks in the gate and in the control house doors.

E. Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party , will be subject to review and approval by the other Party.

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

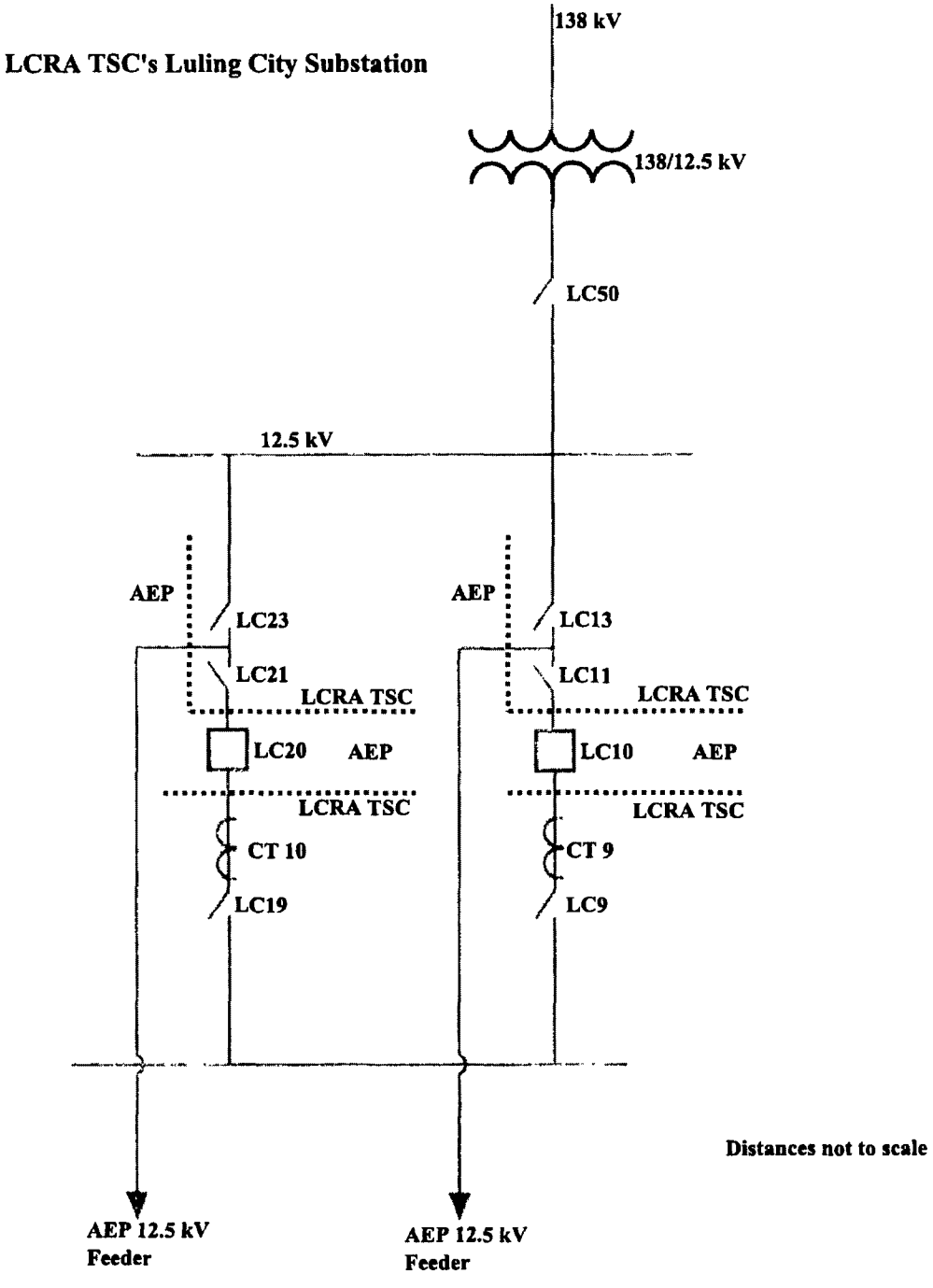

EXHIBIT A
FACILITY SCHEDULE NO. 1 (continued)
One-Line Diagram

EXHIBIT A
FACILITY SCHEDULE NO. 2

Yorktown

TERMINATED

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EXHIBIT A
FACILITY SCHEDULE NO. 3

Nordheim

TERMINATED

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EXHIBIT A
FACILITY SCHEDULE NO. 4

Glidden

TERMINATED

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EXHIBIT A
FACILITY SCHEDULE NO. 5

1. **Name:** **LCRA Cuero**

2. **Facility Location:** LCRA TSC's Cuero Substation (the "LCRA TSC Substation") is located in Cuero, Texas in De Witt County. The Point of Interconnection is located where LCRA TSC's jumper conductors from the LCRA TSC Substation equipment physically contacts AEP's connectors on the conductors of AEP's 138 kV Thomaston Substation to LCRA TSC Substation transmission line.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. insulators and hardware on the LCRA TSC Substation dead-end structure that terminates AEP's 138 kV Thomaston Substation to LCRA TSC Substation transmission line
ii. the 138 kV Thomaston Substation to LCRA TSC Substation transmission line including the structures, easements, conductors, insulators, and connecting hardware

B. LCRA TSC agrees that it owns the following facilities:

i. the LCRA TSC Substation and all the facilities within it, except for the facilities owned by AEP above
ii. the LCRA TSC Substation property, ground grid, gravel, fencing and other appurtenances
iii. the jumpers from the LCRA TSC Substation 138 kV vertical bus to AEP's 138 kV Thomaston Substation to LCRA TSC Substation transmission line
iv. the dead-end structure within the LCRA TSC Substation that terminates AEP's 138 kV Thomaston Substation to LCRA TSC Substation transmission line
v. the transmission line relay protection panel and all associated equipment for AEP's 138 kV transmission line
vi. the remote terminal unit ("RTU")
vii. the RTU communications circuit from the LCRA TSC Substation to LCRA TSC's control center

9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate all the facilities it owns.

10. **Facility Maintenance Responsibilities of the Parties:**

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

11. **Estimated Peak Load:** N/A

12. **Other Terms and Conditions:**

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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

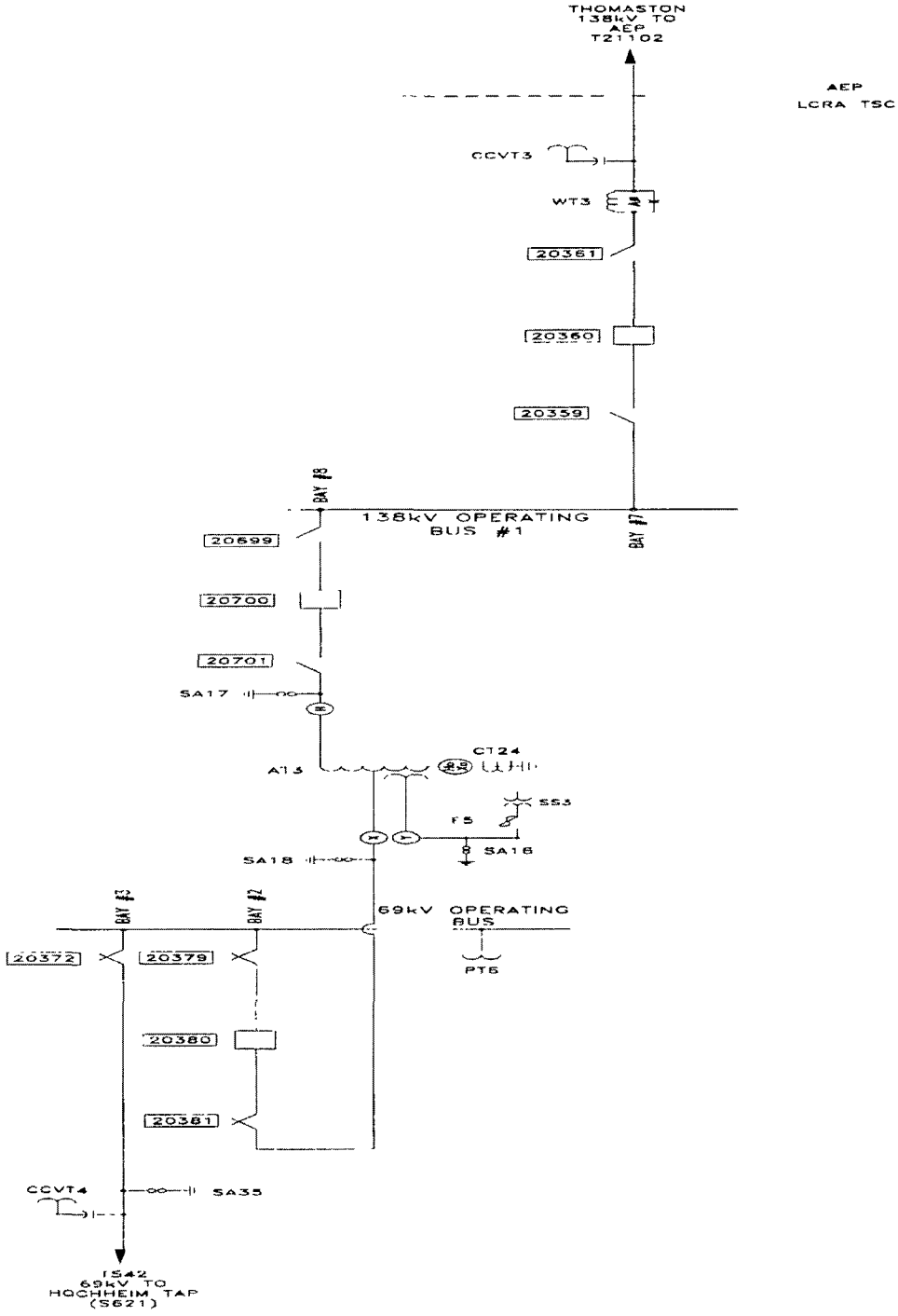

EXHIBIT A
FACILITY SCHEDULE No. 6

1. **Name:** **Campwood**

2. **Facility Location:** AEP's Campwood Substation (the "AEP Substation") is located in Real County, at 735 River Road in Camp Wood, Texas. There is one (1) Point of Interconnection at this location. The Point of Interconnection is located where AEP's jumper conductors from the AEP Substation equipment physically contact the conductors on LCRA TSC's 69 kV Leakey Substation to AEP Substation transmission line.

3. **Delivery Voltage:** 69 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

7. **One Line Diagram Attached:** Yes

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Substation and all the facilities within it, except for LCRA TSC's facilities identified below
ii. the remote terminal unit ("RTU")
iii. the RTU communications circuit from the AEP Substation to AEP's control center
iv. the transmission line relay protection panels and all associated equipment for LCRA TSC's 69 kV transmission line
v. AEP's dead-end structure within the AEP Substation that terminates LCRA TSC's 69 kV AEP Substation to Leakey Substation transmission line
vi. The jumper conductors from the AEP Substation equipment to LCRA TSC's 69 kV AEP Substation to Leakey Substation transmission line
vii. the AEP Substation property ground grid, gravel, fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. insulators and hardware connections on AEP's dead-end structure that terminates the 69 kV AEP Substation to Leakey Substation transmission line
ii. the following transmission line comprised of structures, easements, conductors, insulators, and connecting hardware:
   a) the 69 kV AEP Substation to Leakey Substation transmission line

9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

A. AEP will provide the relay equipment at the AEP Substation and LCRA TSC will provide the relay equipment at the Leakey Substation to protect the 69 kV AEP Substation to Leakey Substation transmission line.

B. AEP will furnish AEP Substation service power at no cost to LCRA TSC.

C. AEP will provide the terminal block connections for LCRA TSC to receive metering and telemetry signals.

D. Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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EXHIBIT A
FACILITY SCHEDULE NO. 6 (continued)
One-Line Diagram

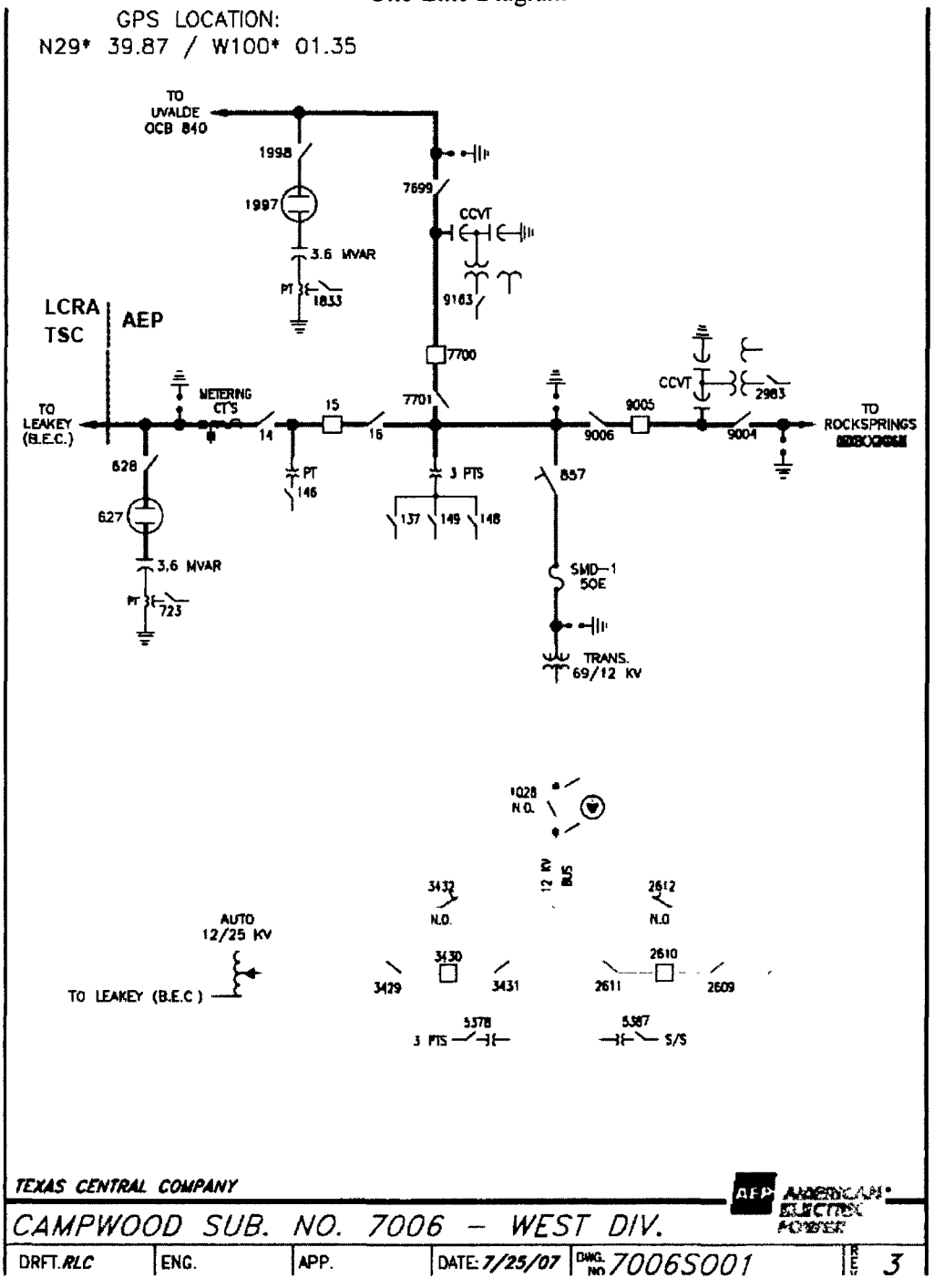

EXHIBIT A
FACILITY SCHEDULE NO. 7

LCRA Nixon

TERMINATED

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EXHIBIT A
FACILITY SCHEDULE NO. 8

Leakey

TERMINATED

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EXHIBIT A
FACILITY SCHEDULE NO. 9

1. **Name:** **Coleto Creek**

2. **Facility Location:** AEP's Coleto Creek Station (the "AEP Station") is located in Goliad County, approximately twelve (12) miles west southwest of Victoria, Texas. The Point of Interconnection is at the dead-end structure within the AEP Station that terminates LCRA TSC's 345 kV transmission line from South Texas Electric Cooperative's (STEC) Pawnee Switching Station. The Point of Interconnection is where AEP's jumper conductors from the AEP Station equipment physically contact LCRA TSC's connectors on LCRA TSC's 345 kV transmission line conductors.

3. **Delivery Voltage:** 345 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Station and all the facilities within it
ii. the transmission line relay protection panel and all associated equipment for LCRA TSC's 345 kV transmission line from AEP Station to STEC's Pawnee Switching Station
iii. the remote terminal unit ("RTU")
iv. the RTU communications circuit from the AEP Station to AEP's control center
v. jumper conductors from the AEP Station facilities to the Point of Interconnection
vi. the dead-end structures that terminate all transmission lines into the AEP Station
vii. the AEP Station property, ground grid, gravel, fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. the 345 kV AEP Station to STEC's Pawnee Switching Station transmission line, comprised of the double circuit easements, conductors, shield wires, insulators, connecting hardware, and structures
ii. insulators and hardware connections on the dead-end structure that terminates LCRA TSC's 345 kV AEP Station to STEC's Pawnee Switching Station transmission line

9. Facility Operation Responsibilities of the Parties:

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12 Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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

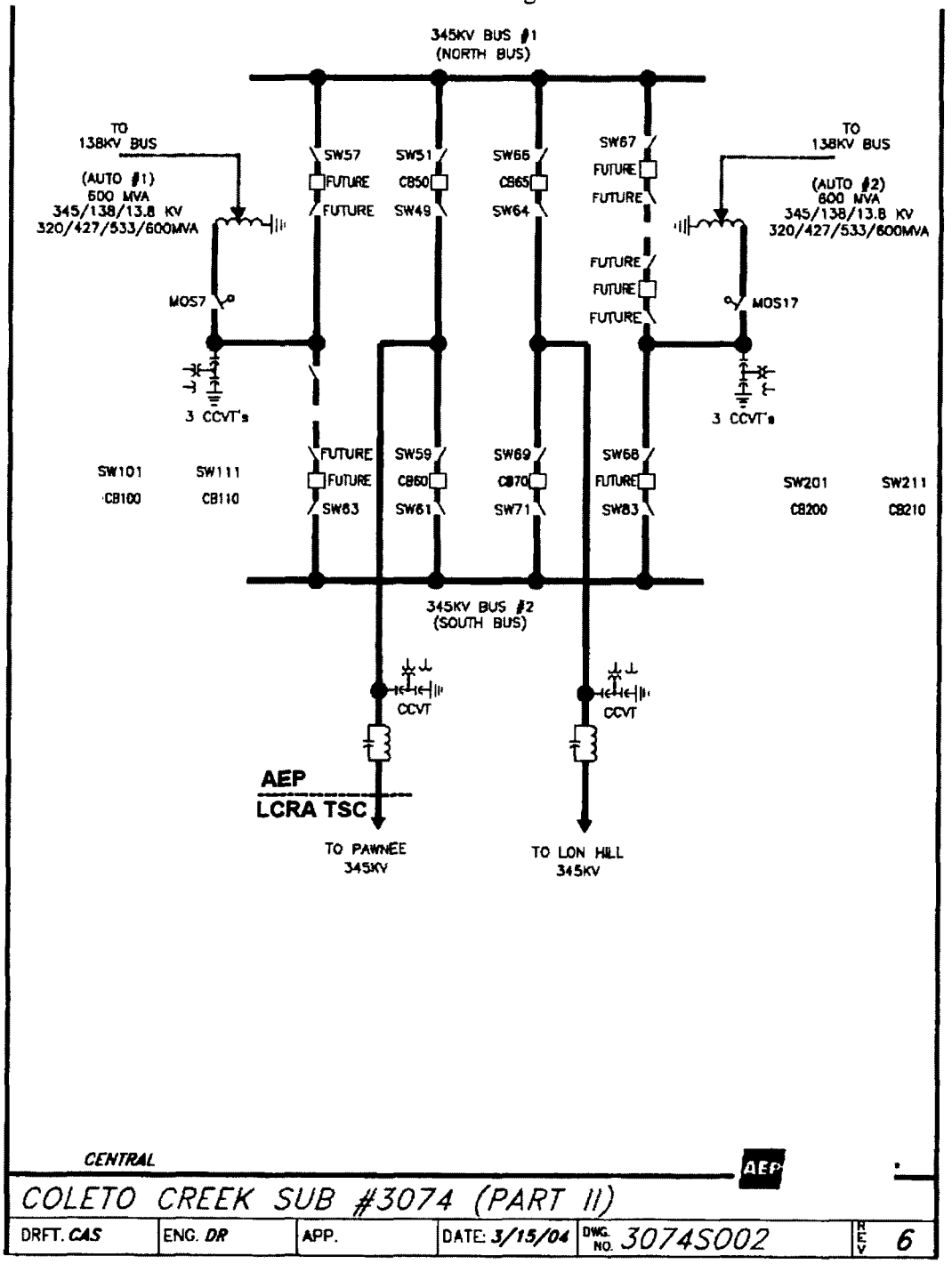

EXHIBIT A
FACILITY SCHEDULE NO. 10

1. **Name:** **Citgo North Oak Park**

2. **Facility Location:** Citgo North Oak Park Station (the "Station") is located in Corpus Christi, in Nueces County, Texas. There are three (3) Points of Interconnection located at 1) the top of LCRA TSC's underground cable bushing within the Station that terminates LCRA TSC's 138 kV transmission line from Nueces Bay Substation, and 2) AEP's dead-end structure within the Station that terminates LCRA TSC's 138 kV transmission line from Highway 9 Switching Station, and 3) AEP's dead-end structure within the Station that terminates LCRA TSC's 138 kV transmission line from the Valero Cantwell Substation. More specifically, all three (3) Points of Interconnection are located where AEP's jumper conductors from the Station equipment physically contact the connectors on LCRA TSC's 138 kV transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. an allocated part of the Station, including all the facilities associated with these three (3) Points of Interconnection
ii. the remote terminal unit ("RTU")
iii. transmission line relay protection panels and all associated equipment for LCRA TSC's 138 kV transmission lines
iv. the RTU communications circuit from the Station to AEP's control center
v. the jumper conductors from the Station's facilities to the Points of Interconnection
vi. dead-end structures that terminate all LCRA TSC 138 kV transmission lines into Station
vii. the transmission line easements, under-built distribution circuits, and AEP transmission lines attached to the structures of LCRA TSC's transmission lines that terminate into the Station, comprised of conductors, insulators and connecting hardware
viii. optical ground wire ("OPGW") shield/fiber aerial cable and fiber optic communications circuits attached to the following LCRA TSC transmission lines:
a) the 138 kV Station to Nueces Bay Substation cable and transmission line

b) the 138 kV Station to Highway 9 Switching Station transmission line
c) the 138 kV Station to Valero Cantwell Substation transmission line

B. LCRA TSC agrees that it owns the following facilities:

i. insulators and hardware on AEP's dead-end structures within the Station that terminates LCRA TSC's 138 kV transmission lines from Highway 9 Switching Station, and Valero Cantwell Substation

ii. underground cable bushings and stands, underground cable shield junction boxes with ground connections, within the Station that terminates LCRA TSC's 138 kV transmission lines from Nueces Bay Substation

iii. the following 138 kV transmission lines comprised of underground/underwater cable, conductors, insulators, connecting hardware, and structures:
   a) the 138 kV Station to Nueces Bay Substation cable and transmission line
   b) the 138 kV Station to Highway 9 Switching Station transmission line
   c) the 138 kV Station to Valero Cantwell Substation transmission line

9. Facility Operation Responsibilities of the Parties:

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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

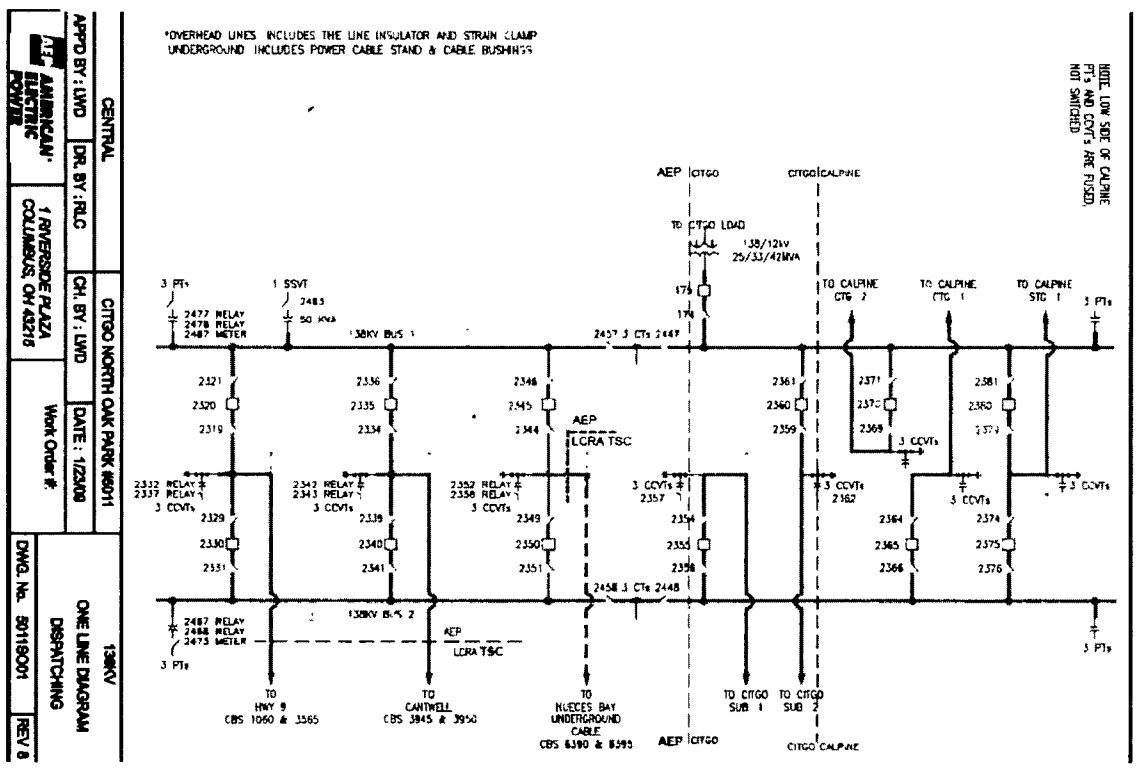

EXHIBIT A
FACILITY SCHEDULE NO. 11

1. **Name:** **Lon C. Hill**

2. **Facility Location:** AEP's Lon C. Hill Substation (the "AEP Substation") is located in Corpus Christi, in Nueces County, Texas. There are two (2) Points of Interconnection located at 1) AEP's dead-end structure within the AEP Substation that terminates LCRA TSC's 138 kV transmission line from Weil Tract Substation, and 2) AEP's dead-end structure within the AEP Substation that terminates LCRA TSC's 138 kV transmission line from Nueces Bay Substation. More specifically, the Points of Interconnection are located where AEP's jumper conductors from the AEP Substation equipment physically contact the connectors on LCRA TSC's 138 kV transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Substation and all the facilities within it
ii. the transmission line relay protection panels and all associated equipment for LCRA TSC's 138 kV transmission lines
iii. the remote terminal unit ("RTU")
iv. the RTU communications circuit from the AEP Substation to AEP's control center
v. the jumper conductors from the AEP Substation facilities to the connectors on LCRA TSC's 138 kV transmission line conductors
vi. AEP's dead-end structures that terminate all LCRA TSC's transmission lines into the AEP Substation
vii. the transmission line easements, under-built distribution circuits, and AEP transmission lines attached to the structures of LCRA TSC's transmission lines that terminate into the AEP Substation, comprised of conductors, insulators and connecting hardware
viii. the optical ground wire (OPGW) shield/fiber aerial cable and fiber optic communications circuits attached to the following LCRA TSC transmission lines:
  a) the 138 kV AEP Substation to Weil Tract Substation transmission line
  b) the 138 kV AEP Substation to Nueces Bay Substation transmission line
ix. the AEP Substation property ground grid, gravel, fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. insulators and hardware connections on AEP's dead-end structures that terminate the 138 kV transmission lines from Weil Tract Substation and Nueces Bay Substation

ii. the following 138 kV transmission lines comprised of conductors, insulators, connecting hardware, and structures:
   a) the 138 kV AEP Substation to Weil Tract Substation transmission line
   b) the 138 kV AEP Substation to Nueces Bay Substation transmission line

9. Facility Operation Responsibilities of the Parties:

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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

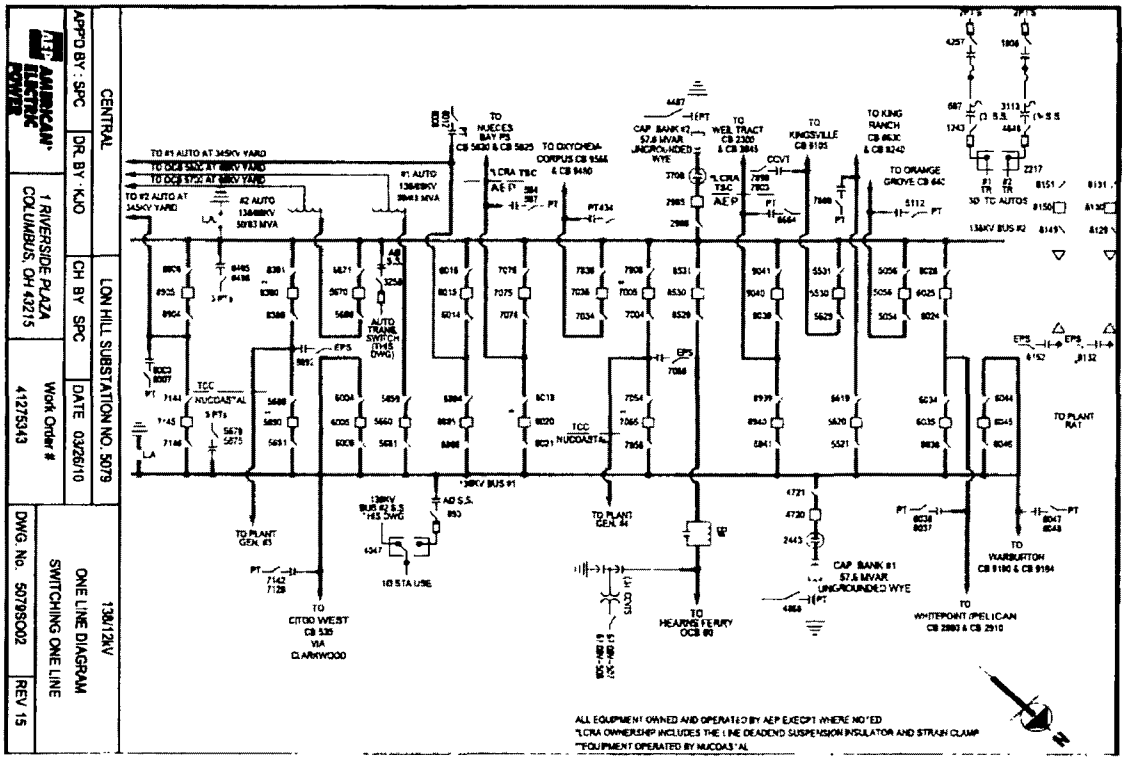

EXHIBIT A
FACILITY SCHEDULE NO. 12

1. **Name:** **Highway 9**

2. **Facility Location:** AEP's Highway 9 Switching Station (the "AEP Station") is located in Corpus Christi, in Nueces County, Texas. The Point of Interconnection is located at AEP's dead-end structure within the AEP Station that terminates LCRA TSC's 138 kV transmission line from the Citgo North Oak Park Substation. More specifically, the Point of Interconnection is located where AEP's jumper conductors from the AEP Station equipment physically contact the connectors on LCRA TSC's 138 kV transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Station and all the facilities within it
ii. the transmission line relay protection panel and all associated equipment for LCRA TSC's 138 kV transmission line
iii. the remote terminal unit ("RTU")
iv. the RTU communications circuit from the AEP Station to AEP's control center
v. the jumper conductors from the AEP Station facilities to the connectors on LCRA TSC's 138 kV transmission line conductors
vi. AEP's dead-end structures that terminate all transmission lines into the AEP Station
vii. the transmission line easements, under-built distribution circuits, and AEP transmission lines attached to the structures of LCRA TSC's 138 kV transmission line that terminate into the AEP Station, comprised of conductors, insulators and connecting hardware
viii. the optical ground wire ("OPGW") shield/fiber aerial cable and fiber optic communications circuits attached to LCRA TSC's 138 kV transmission lines
ix. the AEP Station property ground grid, gravel, fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. insulators and hardware connections on AEP's dead-end structure that terminates LCRA TSC's 138 kV AEP Substation to Citgo North Oak Park Substation transmission line

ii. the 138 kV AEP Station to Citgo North Oak Park Substation transmission line comprised of licenses, conductors, insulators, connecting hardware, and structures;

9. Facility Operation Responsibilities of the Parties:

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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

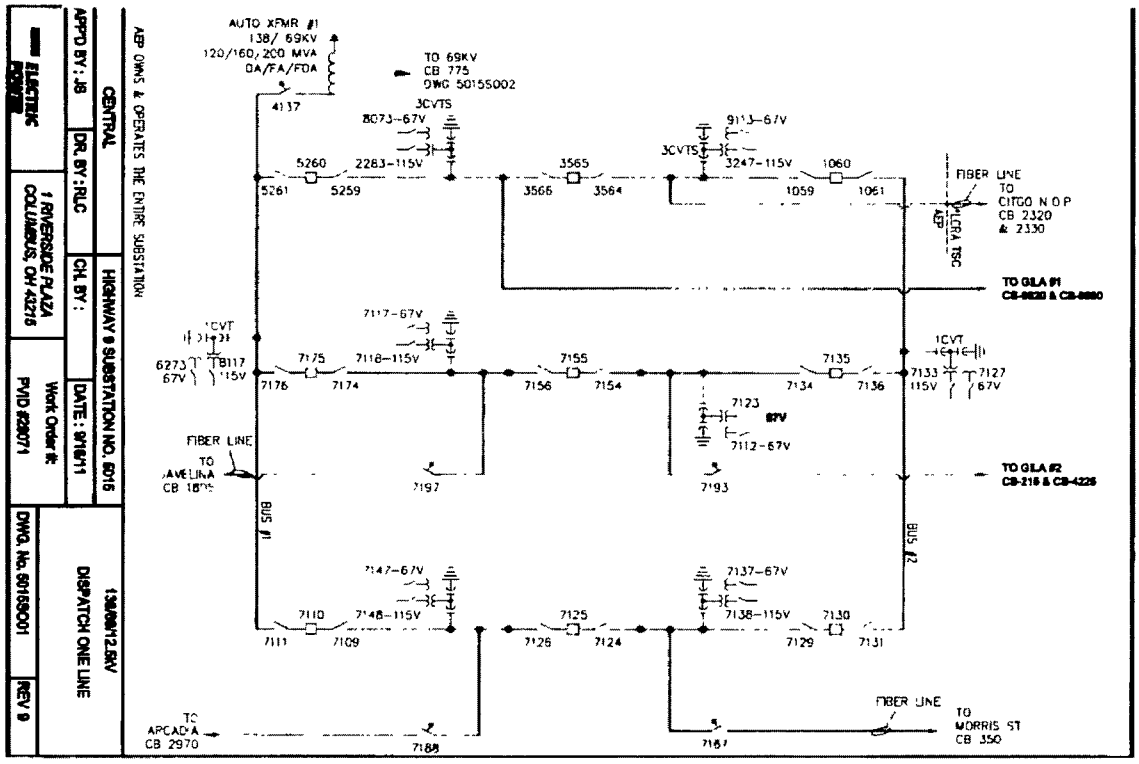

EXHIBIT A
FACILITY SCHEDULE NO. 13

Nueces Bay

TERMINATED

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EXHIBIT A
FACILITY SCHEDULE NO. 14

1. **Name:** **Valero Cantwell**

2. **Facility Location:** The Valero Cantwell Substation (the "Substation") is owned by Valero Refining – Texas, L.P. and is located in Nueces County, on Cantwell Lane near Up River Road in Corpus Christi, Texas. There are two (2) Points of Interconnection located 1) where the jumper conductors from the line side disconnect switch (3942) physically contacts the connectors on the 138 kV Weil Tract Substation to Substation transmission line, and 2) where the jumper conductors from the line side disconnect switch (3947) physically contacts the connectors on the 138 kV Citgo North Oak Park Substation to Substation transmission lines.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. Valero Refining-Texas LP owns the following facilities:

i. the Substation, including the 138 kV ring bus comprised of circuit breakers and switches, and all facilities within it except for the facilities owned by AEP below
ii. conductors and connecting hardware from the 138 kV metering instrument transformers to the 138 kV line side disconnect switches (3942 and 3947) and 138 kV bus within the Substation
iii. the Substation property ground grid, gravel, fencing and other appurtenances

B. AEP agrees that it owns the following facilities:

i. two (2) revenue quality meter instrument transformers (one at each Point of Interconnection) located within the Substation
ii. the transmission line relay protection panels and all associated equipment for LCRA TSC's 138 kV transmission lines
iii. the remote terminal unit ("RTU")
iv. the RTU communications circuit from the Substation to AEP's control center
v. one (1) dynamics and fault recorder within the Substation
vi. fiber optic multiplexer, cable, conduit, splice box, and termination panel within the Substation for the fiber optics from Citgo North Oak Park Substation and Weil Tract Substation

vii. the transmission line easements, under-built distribution circuits, and AEP transmission lines attached to the structures of LCRA TSC's transmission lines that terminate into the Substation, comprised of conductors, insulators and connecting hardware

viii. the optical ground wire ("OPGW") shield/fiber aerial cable and fiber optic communications circuits attached to the following LCRA TSC transmission lines:
   a) the 138 kV Citgo North Oak Park Substation to Substation transmission line
   b) the 138 kV Weil Tract Substation to Substation transmission line

C. LCRA TSC agrees that it owns the following facilities:

i. two (2) dead-end structures terminating the 138 kV Citgo North Oak Park Substation to Substation and Weil Tract Substation to Substation transmission lines that turns the lines in and out of the Substation

ii. the following transmission lines comprised of licenses, conductors, insulators, connecting hardware, and structures:
   a) the 138 kV Citgo North Oak Park Substation to Substation transmission line
   b) the 138 kV Weil Tract Substation to Substation transmission line

9. Facility Operation Responsibilities of the Parties:

A. AEP controls and operates the 138 kV ring bus (six 138 kV circuit breakers and related disconnect switches) within the Substation.

B. Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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

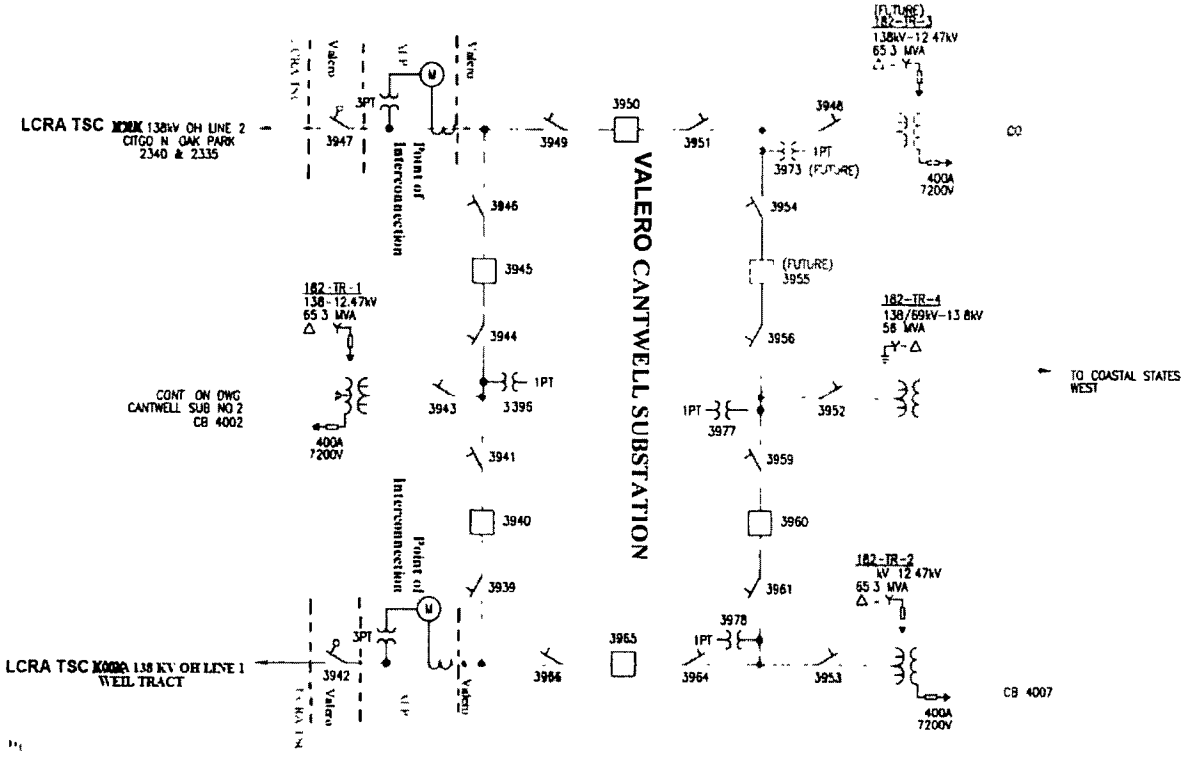

EXHIBIT A
FACILITY SCHEDULE NO. 15

1. **Name:** **Weil Tract**

2. **Facility Location:** AEP's Weil Tract Substation (the "AEP Substation") is located in Nueces County, on Corn Products Road near Leopard Street in Corpus Christi, Texas. There are two (2) Points of Interconnection located at 1) AEP's A-frame dead-end structure within the AEP Substation that terminates LCRA TSC's 138 kV transmission line from the Valero Cantwell Substation, and 2) AEP's A-frame dead-end structure within the AEP Substation that terminates LCRA TSC's 138 kV transmission line from the Lon C. Hill Switching Station. More specifically, the Points of Interconnection are located where AEP's jumper conductors from the AEP Substation equipment physically contact the connectors on LCRA TSC's 138 kV transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Substation and all the facilities within it, except those owned by LCRA TSC below
ii. the transmission line relay protection panels and all associated equipment for LCRA TSC's 138 kV transmission lines
iii. the remote terminal unit ("RTU")
iv. the RTU communications circuit from the AEP Substation to AEP's control center
v. the jumper conductors from the AEP Substation facilities to the connectors on LCRA TSC's 138 kV transmission line conductors
vi. AEP's dead-end structures within the AEP Substation that terminate all transmission lines
vii. the transmission line easements, under-built distribution circuits, and AEP transmission lines attached to the structures of LCRA TSC's transmission lines that terminate into the AEP Substation, comprised of conductors, insulators and connecting hardware
viii. the optical ground wire (OPGW) shield/fiber aerial cable and fiber optic communications circuits attached to the following LCRA TSC transmission lines:
    a) the 138 kV AEP Substation to Lon C. Hill Switching Station transmission line

b) the 138 kV AEP Substation to Valero Cantwell Substation transmission line

ix. the AEP Substation property ground grid, gravel, fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. six (6) transmission line structures within the AEP Substation

ii. the following transmission lines comprised of licenses, conductors, insulators, connecting hardware, and structures:

a) the 138 kV AEP Substation to Lon C. Hill Switching Station transmission line

b) the 138 kV AEP Substation to Valero Cantwell Substation transmission line

9. Facility Operation Responsibilities of the Parties:

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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

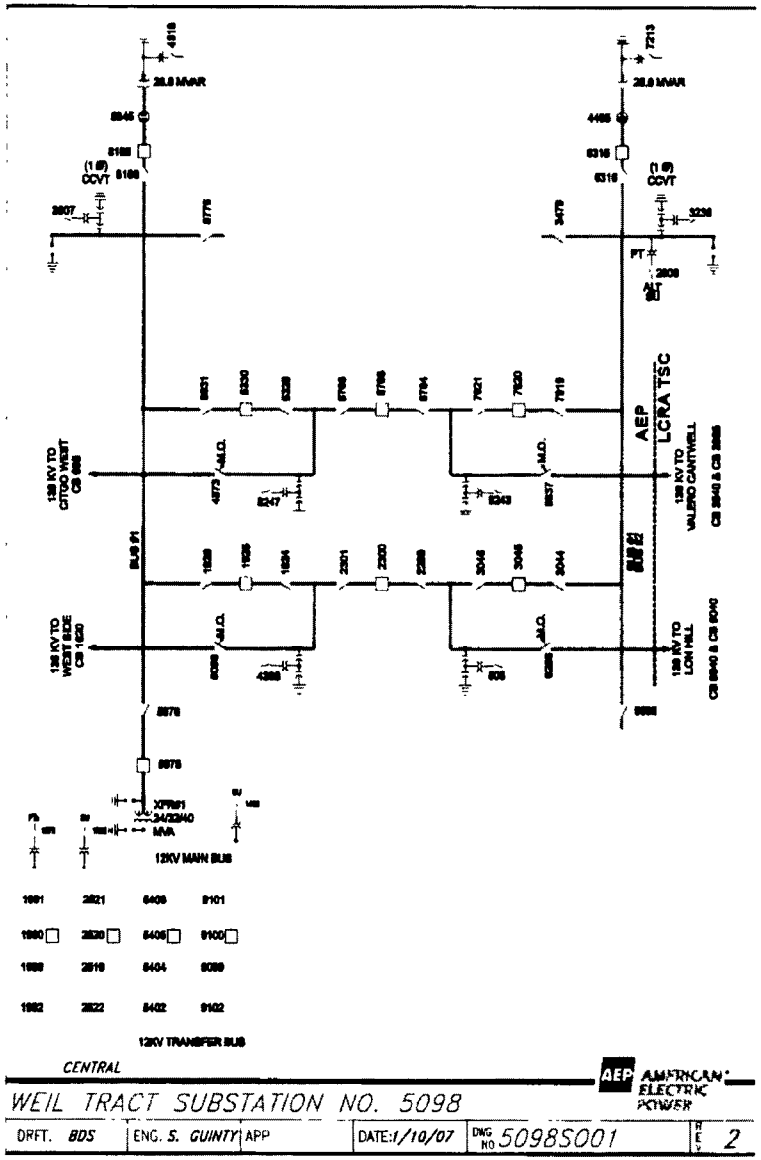

EXHIBIT A
FACILITY SCHEDULE NO. 16

1. **Name:** **Rincon**

2. **Facility Location:** AEP's Rincon Switching Station (the "AEP Station") is located in San Patricio County near Taft, Texas. The Point of Interconnection is at AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line from Rockport Substation. More specifically, where AEP's jumper conductors from the AEP Station equipment physically contact the connectors on LCRA TSC's 138 kV transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Station and all the facilities within it
ii. jumper conductors from the AEP Station facilities to the connectors on LCRA TSC's 138 kV transmission line conductors
iii. the optical ground wire ("OPGW") shield/fiber aerial cable and attached fiber optic communications circuits from the AEP Station to the Point of Interconnection
iv. the transmission line relay protection panel and all associated equipment for LCRA TSC's 138 kV transmission line
v. the remote terminal unit ("RTU")
vi. the RTU communications circuit from the AEP Station to AEP's control center
vii. AEP's dead-end structures that terminate all transmission lines into the AEP Station
viii. the distribution line easements and any under-built distribution circuits attached to the structures of LCRA TSC's transmission line that terminates into the AEP Station

B. LCRA TSC agrees that it owns the following facilities:

i. insulators and hardware on AEP's dead-end structure that terminates LCRA TSC's 138 kV AEP Station to Rockport Substation transmission line
ii. the 138 kV AEP Station to Rockport Substation transmission line comprised of structures, conductors, insulators, easements and connecting hardware and attached OPGW shield/fiber aerial cable and fiber optic communications circuits

9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate all the facilities it owns.

10. **Facility Maintenance Responsibilities of the Parties:**

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

11. **Estimated Peak Load:** N/A

12. **Other Terms and Conditions:**

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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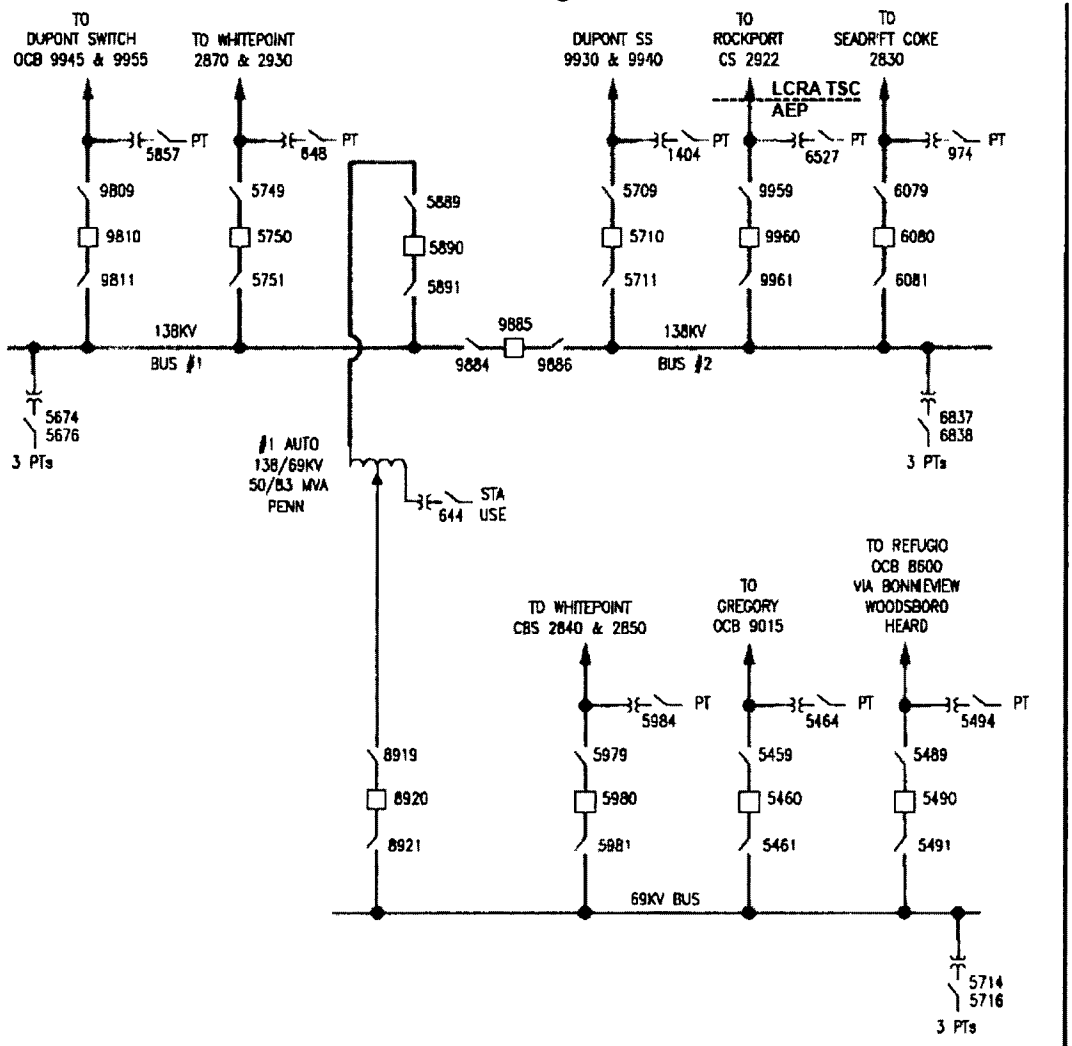
EXHIBIT A
FACILITY SCHEDULE NO. 16 (continued)
One-Line Diagram



CENTRAL AEP

RINCON SWITCHING STATION #5091

DRFT. MS	ENG.	APP.	DATE: 10/11/04	DWG. NO 5091S001	REV 6

EXHIBIT A
FACILITY SCHEDULE NO. 17

1. **Name:** **Rockport**

2. **Facility Location:** AEP's Rockport Substation (the "AEP Substation") is located near Rockport, Texas in Aransas County. There are two (2) Points of Interconnection located at 1) AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line from Rincon Switching Station, and 2) AEP's dead-end structure that terminates LCRA TSC's 69 kV transmission line from Fulton Substation. More specifically, the Points of Interconnection are where AEP's jumper conductors from the AEP Substation equipment physically contact the connectors on LCRA TSC's transmission line conductors.

3. **Delivery Voltage:** 138 kV and 69 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Substation and all the facilities within it
ii. the jumper conductors from the AEP Substation facilities to the connectors on LCRA TSC's transmission line conductors
iii. the optical ground wire ("OPGW") shield/fiber aerial cable and attached fiber optic communications circuits from the AEP Substation to the Point(s) of Interconnection
iv. the transmission line relay protection panels and all associated equipment for LCRA TSC's 138 kV and 69 kV transmission lines
v. the remote terminal unit ("RTU")
vi. the RTU communications circuit from the AEP Substation to AEP's control center
vii. AEP's dead-end structures that terminate all transmission lines into the AEP Substation
viii. any under-built distribution circuits attached to the structures of LCRA TSC's transmission lines that terminate into the AEP Substation
ix. the AEP Substation property, ground grid, gravel fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. insulators and hardware on AEP's dead-end structure that terminates LCRA TSC's 138 kV AEP Substation to Rincon Switching Station transmission line
ii. insulators and hardware on AEP's dead-end structure that terminates LCRA TSC's 69 kV AEP Substation to Fulton Substation transmission line
iii. the following transmission line(s) comprised of easements, structures, conductors, insulators, shield wires and connecting hardware and any attached OPGW shield/fiber aerial cable and fiber optic communications circuits:
   a) the 138 kV AEP Substation to Rincon Switching Station transmission line
   b) the 69 kV AEP Substation to Fulton Substation transmission line

9. Facility Operation Responsibilities of the Parties:

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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

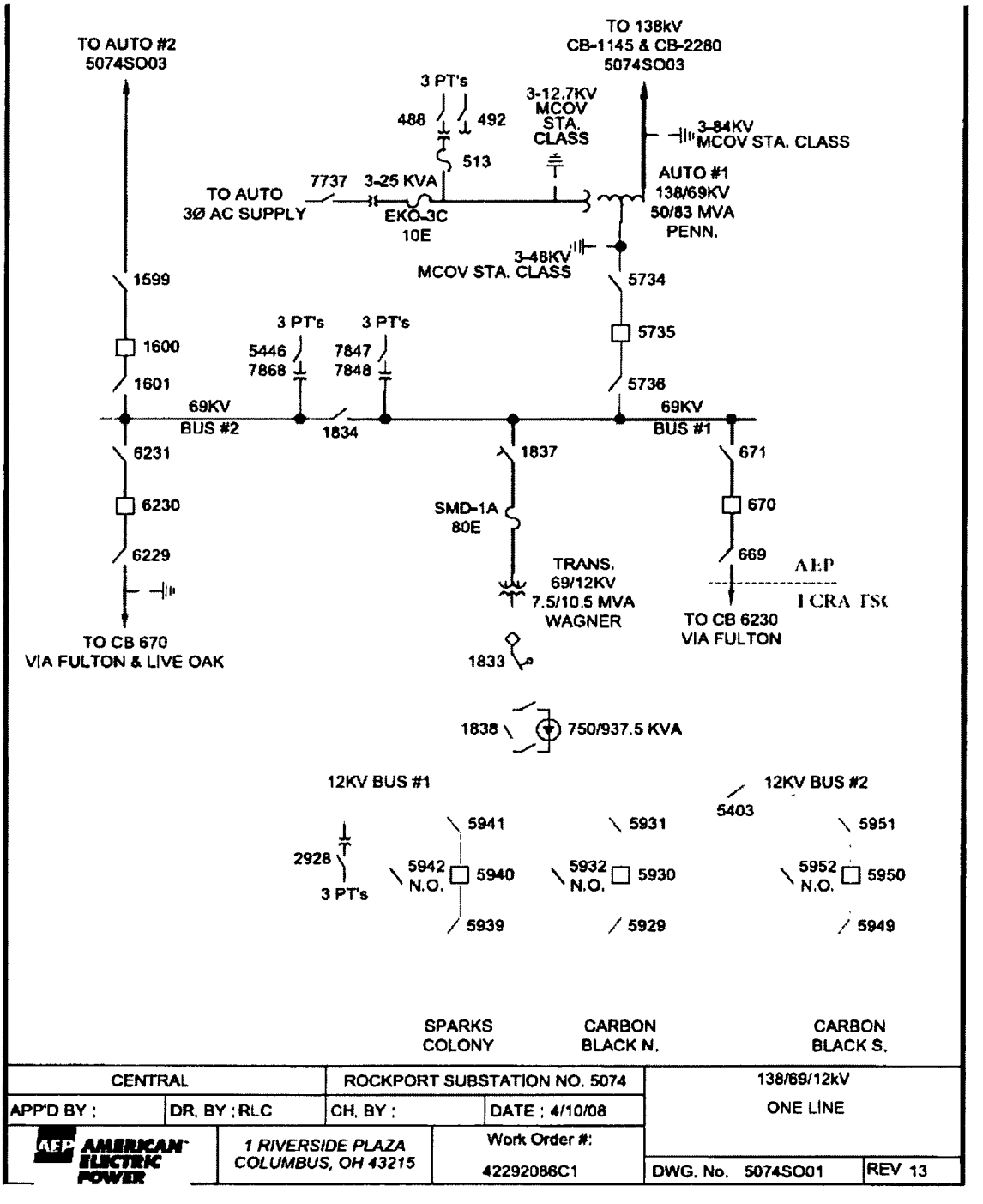
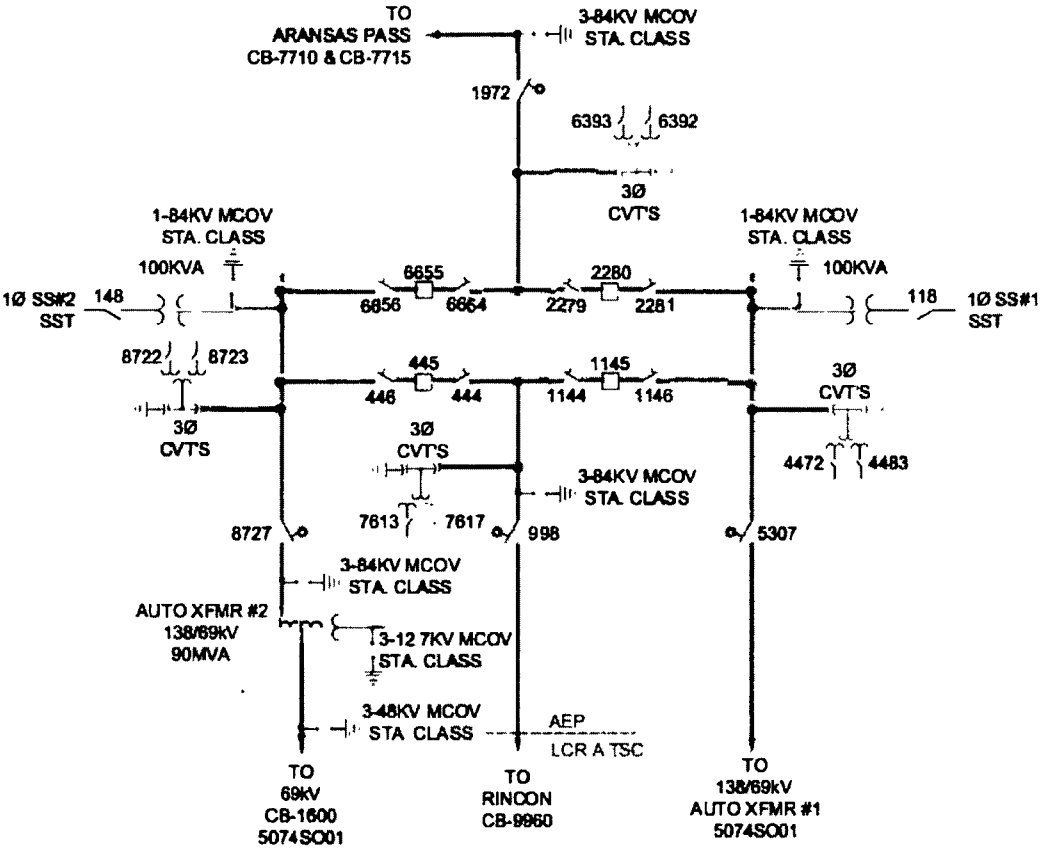


EXHIBIT A
FACILITY SCHEDULE NO. 17 (continued)
One-Line Diagram



	CENTRAL	ROCKPORT SUBSTATION NO. 5074		DISPATCH ONE LINE
APP'D BY : JL	DR. BY : RC	CH. BY : SZ	DATE : 01/08/16	
AEP AMERICAN ELECTRIC POWER	1 RIVERSIDE PLAZA COLUMBUS, OH 43215	Work Order #: 42292086C1		DWG. No. 5074SO03 / REV 1

EXHIBIT A
FACILITY SCHEDULE NO. 18

1. **Name:** **Fulton**

2. **Facility Location:** AEP's Fulton Substation (the "AEP Substation") is located near Fulton, Texas in Aransas County. The Point of Interconnection is at AEP's dead-end structure that terminates LCRA TSC's 69 kV transmission line from Rockport Substation. More specifically, where AEP's jumper conductors from the AEP Substation equipment physically contact the connectors on LCRA TSC's 69 kV transmission line conductors.

3. **Delivery Voltage:** 69 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Substation and all the facilities within it
ii. jumper conductors from the AEP Substation facilities to the connectors on LCRA TSC's 69 kV transmission line conductors
iii. AEP's dead-end structures that terminate LCRA TSC's 69 kV transmission line into the AEP Substation
iv. the transmission line relay protection panel and all associated equipment for LCRA TSC's 69 kV transmission line
v. the remote terminal unit ("RTU")
vi. the RTU communications circuit from the AEP Substation to AEP's control center
vii. any distribution line easements and under-built distribution circuits attached to the structures of LCRA TSC's 69 kV transmission line that terminates into the AEP Substation
viii. the AEP Substation property ground grid, gravel, fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. insulators and hardware on AEP's dead-end structure that terminates the LCRA TSC's 69 kV AEP Substation to Rockport Substation transmission line
ii. the 69 kV AEP Substation to Rockport Substation transmission line comprised of structures, conductors, insulators, shield wires, easements and connecting hardware

9. Facility Operation Responsibilities of the Parties:

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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

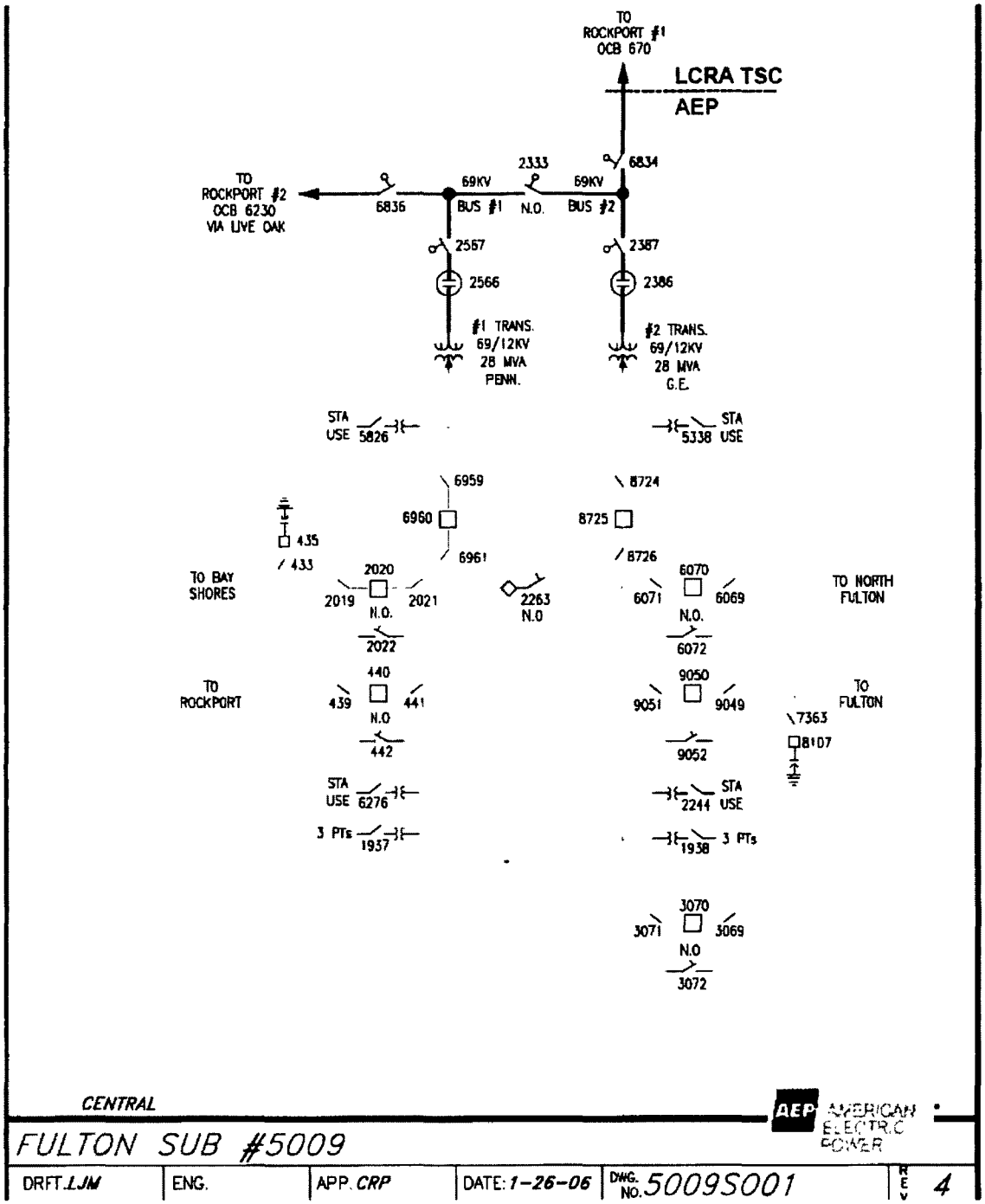

EXHIBIT A
FACILITY SCHEDULE NO. 19

1. **Name:** **Roma**

2. **Facility Location:** AEP's Roma Substation (the "AEP Substation") is located in Roma, Texas in Starr County. The Point of Interconnection is at AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line from the Garceno Substation. More specifically, where AEP's jumper conductors from the AEP Substation equipment physically contact the connectors on LCRA TSC's 138 kV transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Substation and all the facilities within it
ii. jumper conductors from the AEP Substation facilities to the connectors on LCRA TSC's 138 kV transmission line conductors
iii. AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line into the AEP Substation
iv. the remote terminal unit ("RTU")
v. the RTU communications circuit from the AEP Substation to AEP's control center
vi. any distribution line easements and under-built distribution circuits attached to the structures of LCRA TSC's 138 kV transmission line that terminates into the AEP Substation
vii. the AEP Substation property ground grid, gravel, fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. insulators and hardware on AEP's dead-end structure that terminates LCRA TSC's 138 kV AEP Substation to Garceno Substation transmission line
ii. the 138 kV AEP Substation to Garceno Substation transmission line comprised of structures, conductors, insulators, easements, licenses, shield wires and connecting hardware

9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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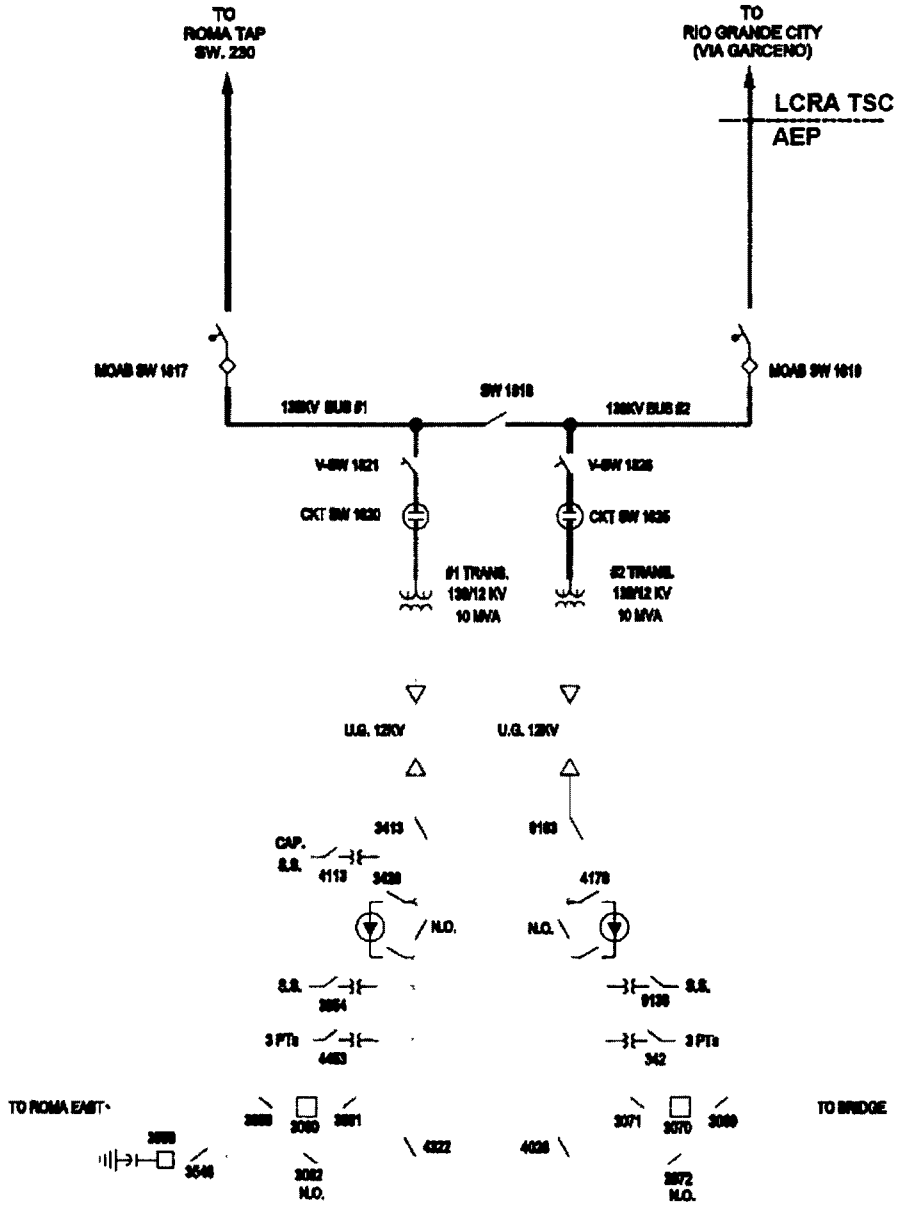
EXHIBIT A
FACILITY SCHEDULE NO. 19 (continued)
One-Line Diagram



CENTRAL		ROMA #1051		138/12KV
APP'D BY : EA	DR. BY : CRT	CH. BY : CV	DATE : 1/12/10	DISPATCH ONE LINE
AEP OHIO ELECTRIC POWER	1 RIVERSIDE PLAZA COLUMBUS, OH 43215		Work Order #:	DWG. No. 1051SO01 REV 3

EXHIBIT A
FACILITY SCHEDULE NO. 20

1. **Name:** **Garceno**

2. **Facility Location:** AEP's Garceno Substation (the "AEP Substation") is located in Garceno, Texas in Starr County. There are two (2) Points of Interconnection located at 1) AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line from the Roma Substation, and 2) AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line from the Rio Grande City Substation. More specifically, the Points of Interconnection are where AEP's jumper conductors from the AEP Substation equipment physically contact the connectors on LCRA TSC's 138 kV transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Substation and all the facilities within it
ii. the jumper conductors from the AEP Substation facilities to the connectors on LCRA TSC's 138 kV transmission line conductors
iii. AEP's dead-end structures that terminate LCRA TSC's 138 kV transmission lines into the AEP Substation
iv. the remote terminal unit ("RTU")
v. the RTU communications circuit from the AEP Substation to AEP's control center
vi. any distribution line easements and under-built distribution circuits attached to the structures of LCRA TSC's 138 kV transmission lines that terminate into the AEP Substation
vii. the AEP Substation property ground grid, gravel, fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. insulators and hardware on AEP's dead-end structure that terminate LCRA TSC's 138 kV AEP Substation to Roma Substation transmission line
ii. insulators and hardware on AEP's dead-end structure that terminate LCRA TSC's 138 kV AEP Substation to Rio Grande City Substation transmission line

iii. the following transmission line(s) comprised of structures, conductors, insulators, easements, licenses, shield wires and connecting hardware:
   a) the 138 kV AEP Substation to Roma Substation transmission line
   b) the 138 kV AEP Substation to Rio Grande City Substation transmission line

9. Facility Operation Responsibilities of the Parties:

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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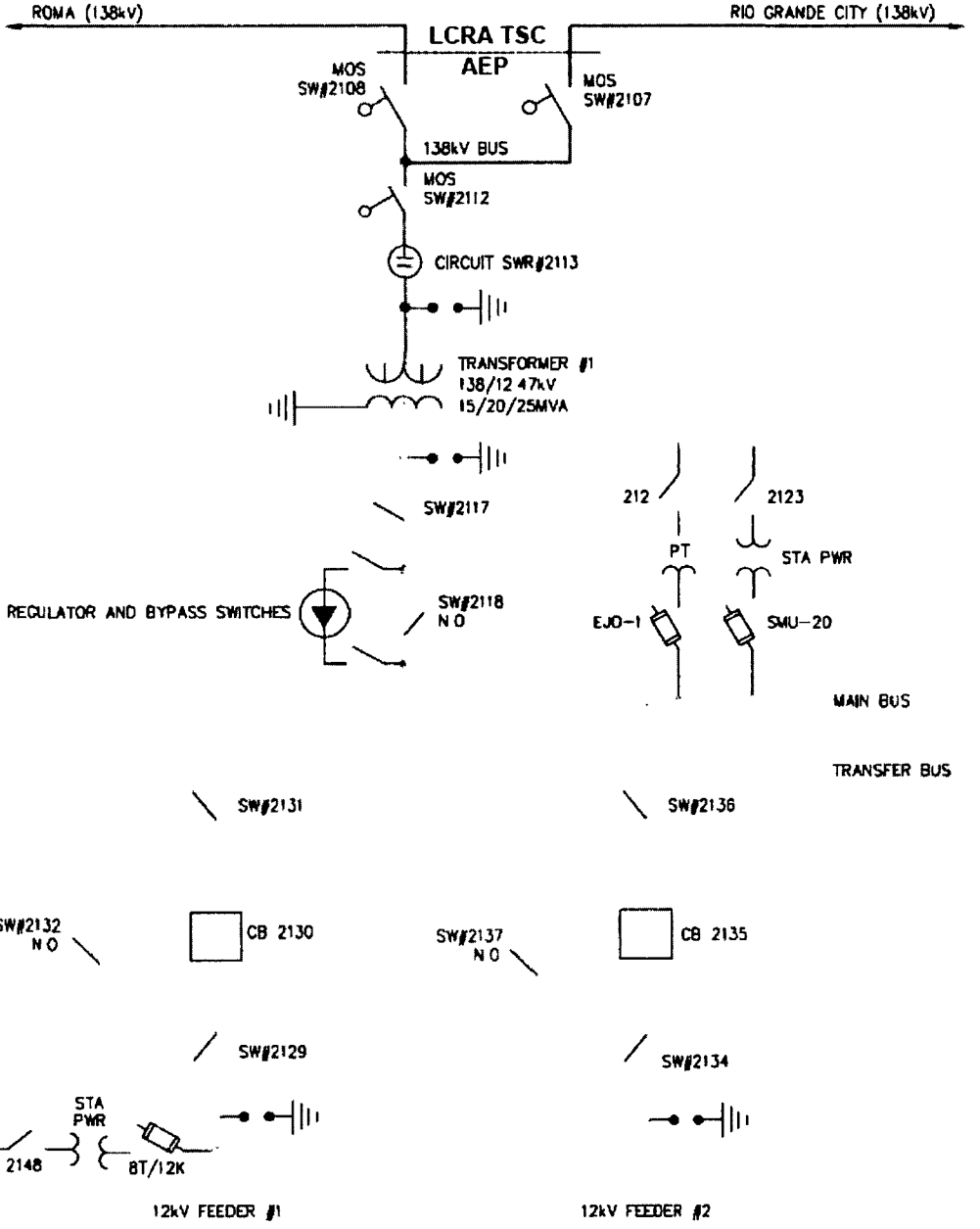
EXHIBIT A
FACILITY SCHEDULE NO. 20 (continued)
One-Line Diagram



CENTRAL		GARCENO #1079		138/12KV DISPATCH ONE LINE	
APP'D BY : CZP	DR. BY : RLC	CH. BY : CZP	DATE : 1/13/10		
AMERICAN ELECTRIC POWER	1 RIVERSIDE PLAZA COLUMBUS, OH 43215	Work Order #: 16999003		DWG. No. 1079SO01	REV 4

EXHIBIT A
FACILITY SCHEDULE NO. 21

1. **Name:** **Rio Grande City**

2. **Facility Location:** AEP's Rio Grande City Substation (the "AEP Substation") is located in Rio Grande City, Texas in Starr County. There are two (2) Points of Interconnection located at 1) AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line from the Garceno Substation, and 2) AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line from the La Grulla Substation. More specifically, the Points of Interconnection are where AEP's jumper conductors from the AEP Substation equipment physically contact the connectors on LCRA TSC's 138 kV transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Substation and all the facilities within it
ii. the jumper conductors from the AEP Substation facilities to the connectors on LCRA TSC's 138 kV transmission line conductors
iii. AEP's dead-end structures that terminate LCRA TSC's transmission lines into the AEP Substation
iv. the remote terminal unit ("RTU")
v. the RTU communications circuit from the AEP Substation to AEP's control center
vi. the transmission line relay protection panels and all associated equipment for LCRA TSC's 138 kV transmission lines
vii. any distribution line easements and under-built distribution circuits attached to the structures of LCRA TSC's 138 kV transmission lines that terminate into the AEP Substation
viii. the AEP Substation property ground grid, gravel, fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. insulators and hardware on AEP's dead-end structure that terminate LCRA TSC's 138 kV AEP Substation to Garceno Substation transmission line

ii. insulators and hardware on AEP's dead-end structure that terminate LCRA TSC's 138 kV AEP Substation to La Grulla Substation transmission line

iii. the following transmission line(s) comprised of structures, conductors, insulators, shield wire, easements, licenses and connecting hardware:
   a) the 138 kV AEP Substation to Garceno Substation transmission line
   b) the 138 kV AEP Substation to La Grulla Substation transmission line

9. Facility Operation Responsibilities of the Parties:

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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

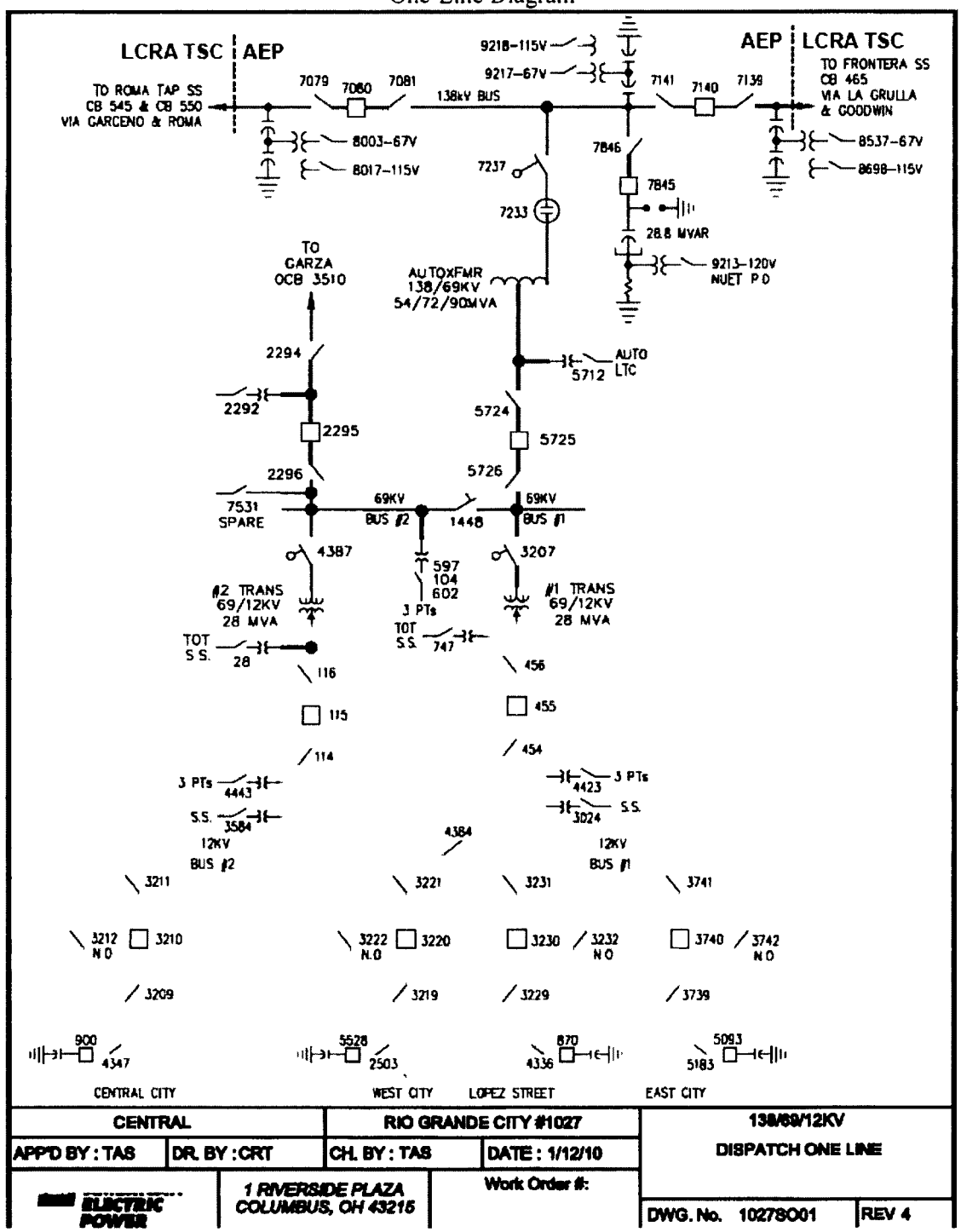

EXHIBIT A
FACILITY SCHEDULE NO. 22

1. **Name:** **La Grulla**

2. **Facility Location:** AEP's La Grulla Substation (the "AEP Substation") is located in La Grulla, Texas in Starr County. There are two (2) Points of Interconnection located at 1) AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line from the Rio Grande City Substation, and 2) AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line from the Goodwin Substation. More specifically, the Points of Interconnection are where AEP's jumper conductors from the AEP Substation equipment physically contact the connectors on LCRA TSC's 138 kV transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Substation and all the facilities within it
ii. the jumper conductors from the AEP Substation facilities to the connectors on LCRA TSC's 138 kV transmission line conductors
iii. AEP's dead-end structures that terminate LCRA TSC's transmission lines into the AEP Substation
iv. the remote terminal unit ("RTU")
v. the RTU communications circuit from the AEP Substation to AEP's control center
vi. any distribution line easements and under-built distribution circuits attached to the structures of LCRA TSC's transmission lines that terminate into the AEP Substation
vii. the AEP Substation property ground grid, gravel, fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. the insulators and hardware on AEP's dead-end structure that terminate LCRA TSC's 138 kV AEP Substation to Rio Grande City Substation transmission line
ii. the insulators and hardware on AEP's dead-end structures that terminate LCRA TSC's 138 kV AEP Substation to Goodwin Substation transmission line
iii. the following transmission line(s) comprised of structures, conductors, insulators, easements, licenses, shield wires and connecting hardware:

a) the 138 kV AEP Substation to Rio Grande City Substation transmission line
b) the 138 kV AEP Substation to Goodwin Substation transmission line

9. Facility Operation Responsibilities of the Parties:

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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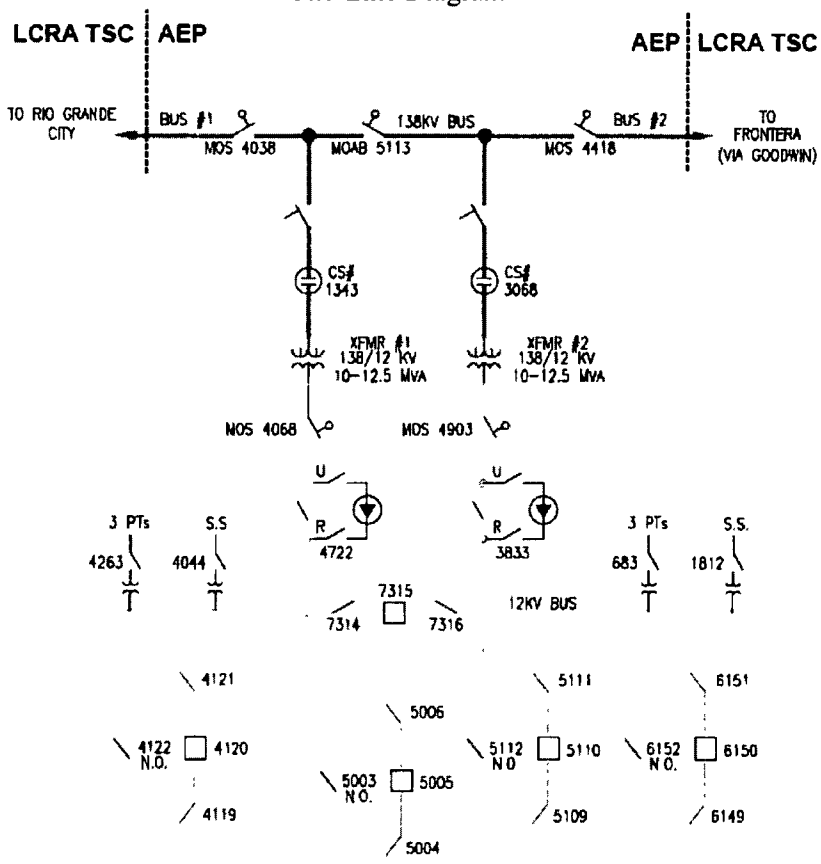
EXHIBIT A
FACILITY SCHEDULE NO. 22 (continued)
One-Line Diagram



CENTRAL		LAGRULLA #1062		138/12KV ONE LINE DIAGRAM DISPATCHING
APP'D BY : TAS	DR. BY : RLC	CH. BY : JGR	DATE : 1/22/09	
AEP AMERICAN ELECTRIC POWER	1 RIVERSIDE PLAZA COLUMBUS, OH 43215	Work Order #:		DWG. No. 1062SO01 REV 5

EXHIBIT A
FACILITY SCHEDULE NO. 23

1. **Name:** **Goodwin**

2. **Facility Location:** AEP's Goodwin Substation (the "AEP Substation") is located in Goodwin, Texas in Hidalgo County. There are two (2) Points of Interconnection located at 1) AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line from the La Grulla Substation, and 2) AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line from the Frontera Switching Station. More specifically, the Points of Interconnection are where AEP's jumper conductors from the AEP Substation equipment physically contact the connectors on LCRA TSC's 138 kV transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Substation and all the facilities within it
ii. jumper conductors from the AEP Substation facilities to the connectors on LCRA TSC's 138 kV transmission line conductors
iii. AEP's dead-end structures that terminate LCRA TSC's transmission lines into the AEP Substation
iv. the remote terminal unit ("RTU")
v. the RTU communications circuit from the AEP Substation to AEP's control center
vi. any distribution line easements and under-built distribution circuits attached to the structures of LCRA TSC's transmission lines that terminate into the AEP Substation
vii. the AEP Substation property ground grid, gravel, fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. the insulators and hardware on AEP's dead-end structure that terminate LCRA TSC's 138 kV AEP Substation to La Grulla Substation transmission line
ii. the insulators and hardware on AEP's dead-end structure that terminate LCRA TSC's 138 kV AEP Substation to Frontera Switching Station transmission line

iii. the following transmission line(s) comprised of structures, conductors, insulators, easements, licenses, shield wires and connecting hardware:
   a) the 138 kV AEP Substation to La Grulla Substation transmission line
   b) the 138 kV AEP Substation to Frontera Switching Station transmission line

9. Facility Operation Responsibilities of the Parties:

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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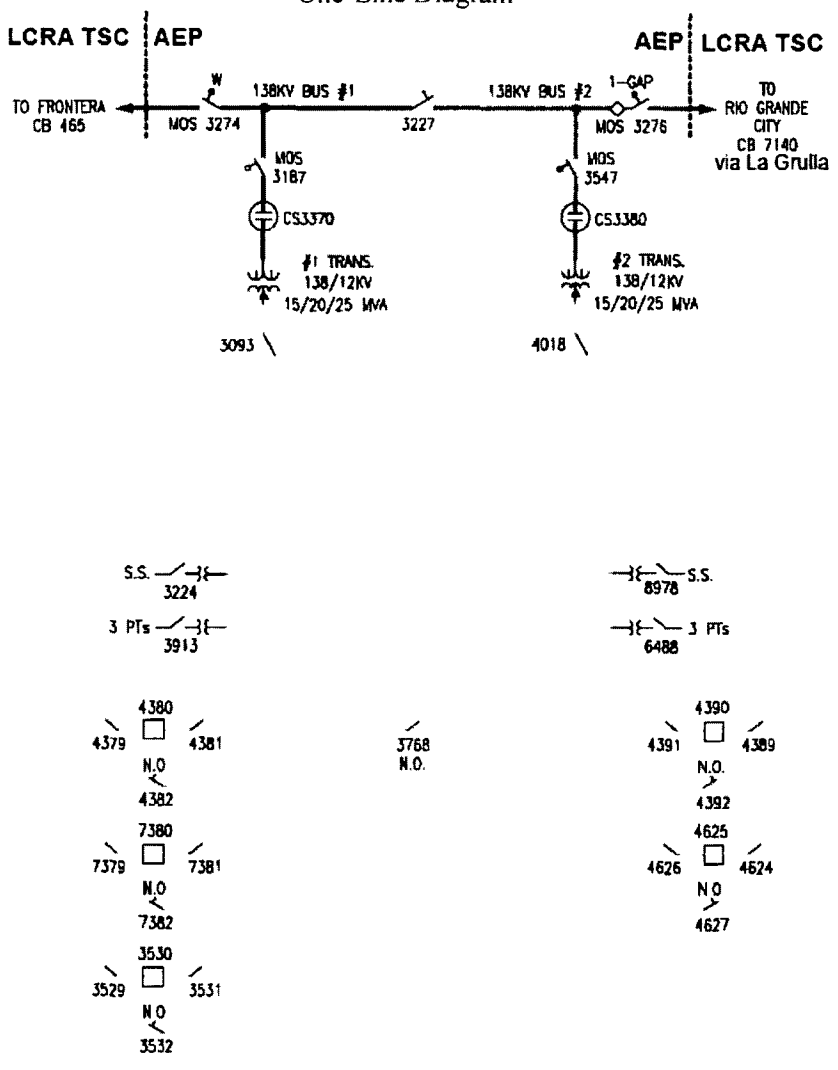
EXHIBIT A
FACILITY SCHEDULE NO. 23 (continued)
One-Line Diagram



CENTRAL

GOODWIN SUBSTATION NO. 1007

DRFT. RLC	ENG. TAS	APP. TAS	DATE: 8/29/07	DWG NO 1007S001	REV 5

EXHIBIT A
FACILITY SCHEDULE NO. 24

1. **Name:** **Frontera**

2. **Facility Location:** AEP's 138 kV Frontera Switching Station (the "AEP Station") is located near Mission, Texas in Hidalgo County. The Point of Interconnection is at AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line from the Goodwin Substation. More specifically, where AEP's jumper conductors from the AEP Station equipment physically contact the connectors on LCRA TSC's 138 kV transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Station and all the facilities within it
ii. jumper conductors from the AEP Station facilities to the connectors on LCRA TSC's 138 kV transmission line conductors
iii. AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line into the AEP Station
iv. the remote terminal unit ("RTU")
v. the RTU communications circuit from the AEP Station to AEP's control center
vi. the transmission line relay protection panel and all associated equipment for LCRA TSC's 138 kV transmission line
vii. any distribution line easements and under-built distribution circuits attached to the structures of LCRA TSC's 138 kV transmission line from the Goodwin Substation that terminates into the AEP Station
viii. the AEP Station property ground grid, gravel, fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. insulators and hardware on AEP's dead-end structure that terminates LCRA TSC's 138 kV AEP Station to Goodwin Substation transmission line
ii. the 138 kV transmission line from the Goodwin Substation comprised of structures, conductors, insulators, easements, shield wires and connecting hardware

9. Facility Operation Responsibilities of the Parties:

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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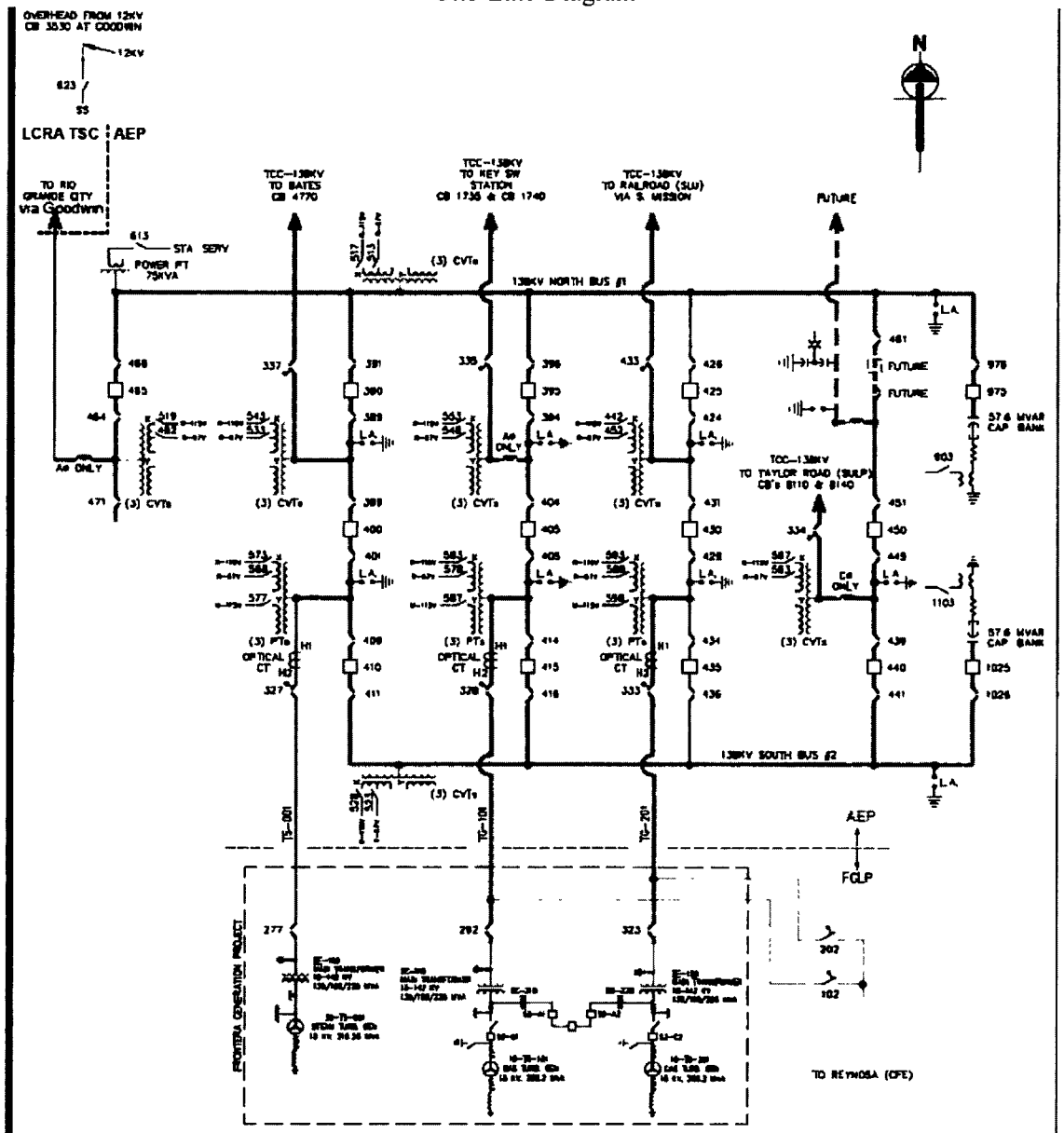
EXHIBIT A
FACILITY SCHEDULE NO. 24 (continued)
One-Line Diagram



CENTRAL		FRONTERA SW. STA. #1028		138kV
APP'D BY :	DR. BY : RLC	CH. BY : JEW	DATE :	DISPATCH ONE LINE
	1 RIVERSIDE PLAZA COLUMBUS, OH 43215	Work Order #:		DWG. No. 1028SO01 REV 10

EXHIBIT A
FACILITY SCHEDULE NO. 25

1. **Name:** **Asherton**

2. **Facility Location:** AEP's Asherton Substation (the "AEP Substation") is located in Asherton, Texas in Dimmit County. The Point of Interconnection is at AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line from the Bevo Substation. More specifically, where AEP's jumper conductors from the AEP Substation equipment physically contact the connectors on LCRA TSC's 138 kV transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Substation and all the facilities within it
ii. the jumper conductors from the AEP Substation facilities to the connectors on LCRA TSC's 138 kV transmission line conductors
iii. AEP's dead-end structure that terminates LCRA TSC's transmission line into the AEP Substation
iv. the RTU communications circuit from the AEP Substation to AEP's control center
v. the remote terminal unit ("RTU")
vi. the transmission line relay protection panel and all associated equipment for LCRA TSC's 138 kV transmission line from the Bevo Substation
vii. any distribution line easements and under-built distribution circuits attached to the structures of LCRA TSC's 138 kV transmission line from the Bevo Substation that terminates into the AEP Substation
viii. the AEP Substation property ground grid, gravel, fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. insulators and hardware on AEP's dead-end structure that terminates LCRA TSC's 138 kV AEP Substation to Bevo Substation transmission line
ii. the 138 kV AEP Substation to Bevo Substation transmission line comprised of easements, structures, conductors, insulators, shield wires and connecting hardware:

9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate all the facilities it owns.

10. **Facility Maintenance Responsibilities of the Parties:**

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

11. **Estimated Peak Load:** N/A .

12. **Other Terms and Conditions:**

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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

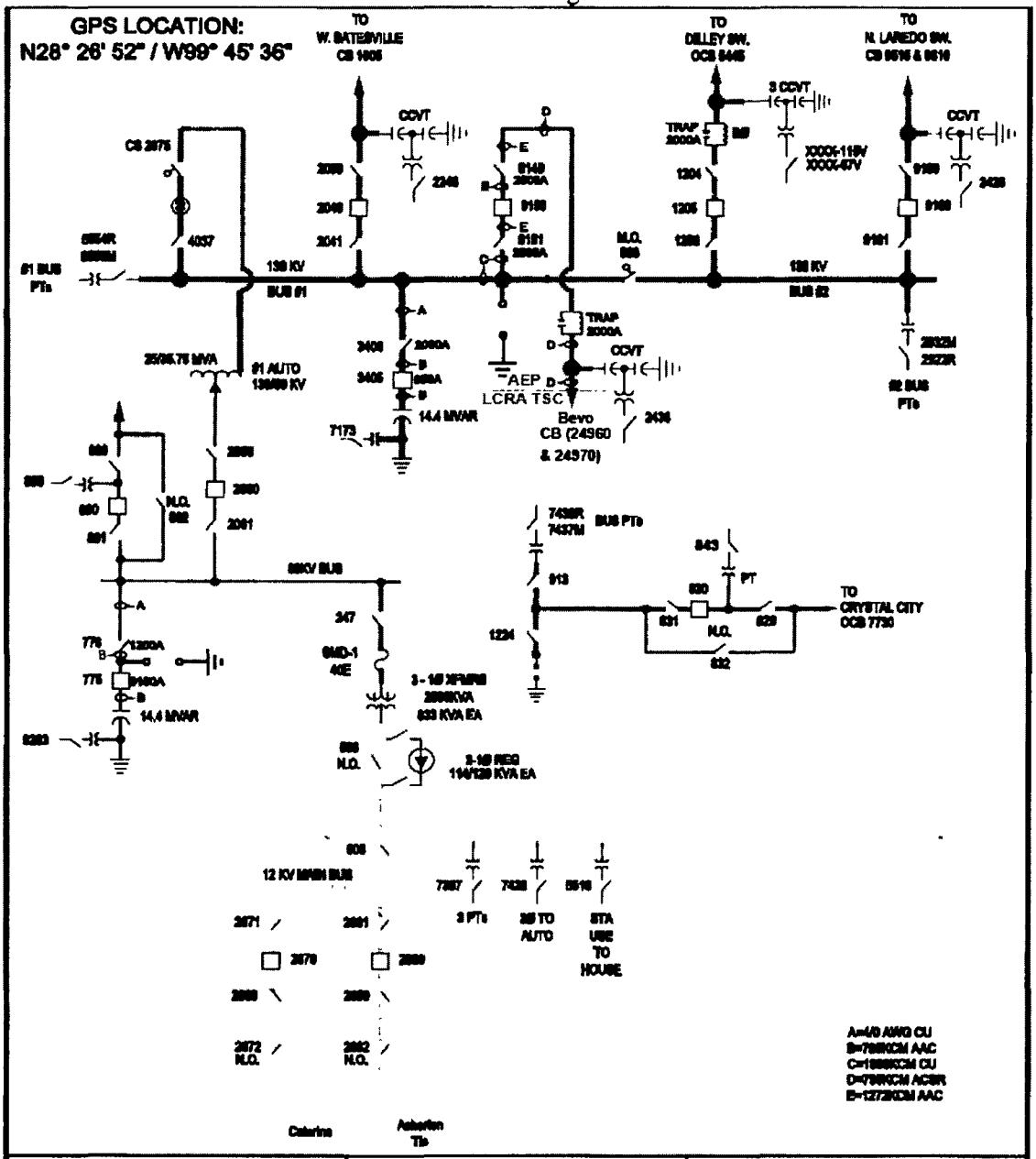

EXHIBIT A
FACILITY SCHEDULE NO. 26

1. **Name:** **Conoco Chittam Ranch Tap**

2. **Facility Location:** AEP's Conoco Chittam Ranch 138 kV Transmission Tap (the "AEP Tap") to AEP's Conoco Chittam Ranch Substation (the "AEP Substation") is located approximately five (5) miles south of the AEP Substation and approximately eighteen (18) miles east of Eagle Pass, Texas in Maverick County. There are two (2) Points of Interconnection located at 1) AEP's dead-end structure, at the AEP Tap, that terminates LCRA TSC's 138 kV transmission line from the Bevo Substation, and 2) AEP's dead-end structure, at the AEP Tap, that terminates LCRA TSC's 138 kV transmission line from the Pueblo Substation. More specifically, the Points of Interconnection are where AEP's jumper conductors from the circuit switchers on AEP's tap structure physically contact the connectors on LCRA TSC's 138 kV transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Substation and all the facilities within it
ii. AEP's tap structure and associated 138 kV bus and two (2) circuit switchers that comprise the AEP Tap
iii. the 138 kV AEP Tap to AEP Substation transmission line comprised of structures, easements, conductors, insulators, and connecting hardware
iv. any distribution line easements and under-built distribution circuits attached to the structures of the 138 kV AEP Tap to AEP Substation transmission line that terminates into the AEP Substation
v. the remote terminal unit ("RTU")
vi. the RTU communications circuit from the AEP Substation to AEP's control center
vii. the AEP Substation property ground grid, gravel, fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. insulators and hardware on AEP's tap structure that terminate LCRA TSC's 138 kV AEP Tap to Bevo Substation transmission line
ii. insulators and hardware on AEP's tap structure that terminate LCRA TSC's 138 kV AEP Tap to Pueblo Substation transmission line
iii. the following transmission line(s) comprised of easements, structures, conductors, insulators, shield wires and connecting hardware:
   a) the 138 kV AEP Tap to Bevo Substation transmission line
   b) the 138 kV AEP Tap to Pueblo Substation transmission line

9. Facility Operation Responsibilities of the Parties:

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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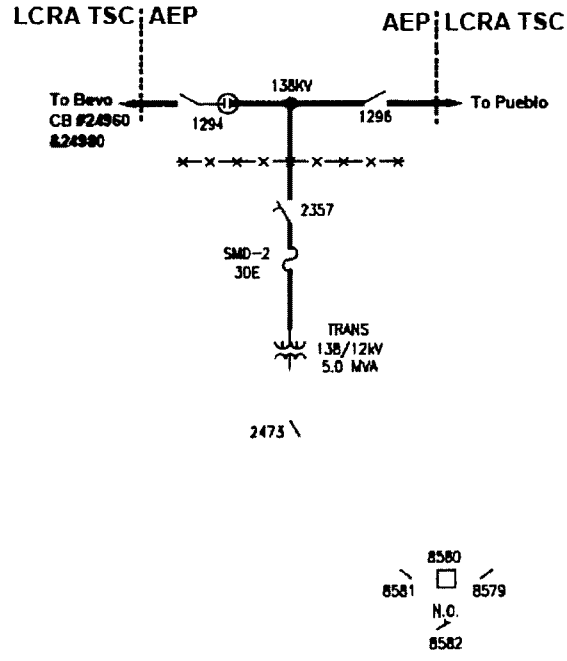
EXHIBIT A
FACILITY SCHEDULE NO. 26 (continued)
One-Line Diagram

GPS LOCATION:
N28* 43.3 / W100* 12.7



CENTRAL

AEP AMERICAN ELECTRIC POWER

CONOCO-CHITTAM RANCH SUB #7053

DRFT. MJS	ENG.	APP.	DATE: 3/03/06	DWG. NO. 7053S001	REV 3

EXHIBIT A
FACILITY SCHEDULE NO. 27

1. **Name:** **Pueblo**

2. **Facility Location:** AEP's Pueblo Substation (the "AEP Substation") is located near Eagle Pass, Texas in Maverick County. There are two (2) Points of Interconnection located at 1) AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line from the Conoco Chittam Ranch Tap and 2) AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line from the Rosita Creek Substation. More specifically, the Points of Interconnection are where AEP's jumper conductors from the AEP Substation equipment physically contact the connectors on LCRA TSC's 138 kV transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Substation and all the facilities within it
ii. AEP's jumper conductors from the AEP Substation facilities to the connectors on LCRA TSC's 138 kV transmission line conductors
iii. AEP's dead-end structures that terminate LCRA TSC's transmission lines into the AEP Substation
iv. the RTU communications circuit from the AEP Substation to AEP's control center
v. the remote terminal unit ("RTU")
vi. any distribution line easements and under-built distribution circuits attached to the structures of LCRA TSC's 138 kV transmission lines that terminate into the AEP Substation
vii. the AEP Substation property ground grid, gravel, fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. insulators and hardware on AEP's dead-end structure that terminate LCRA TSC's 138 kV AEP Substation to Conoco Chittam Ranch Tap transmission line
ii. insulators and hardware on AEP's dead-end structure that terminate LCRA TSC's 138 kV AEP Substation to Rosita Creek Substation transmission line

iii. the following transmission line(s) comprised of easements, structures, conductors, insulators, shield wires and connecting hardware:
   a) the 138 kV AEP Substation to Conoco Chittam Ranch Tap transmission line
   b) the 138 kV AEP Substation to Rosita Creek Substation transmission line

9. Facility Operation Responsibilities of the Parties:

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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EXHIBIT A
FACILITY SCHEDULE NO. 27 (continued)
One-Line Diagram

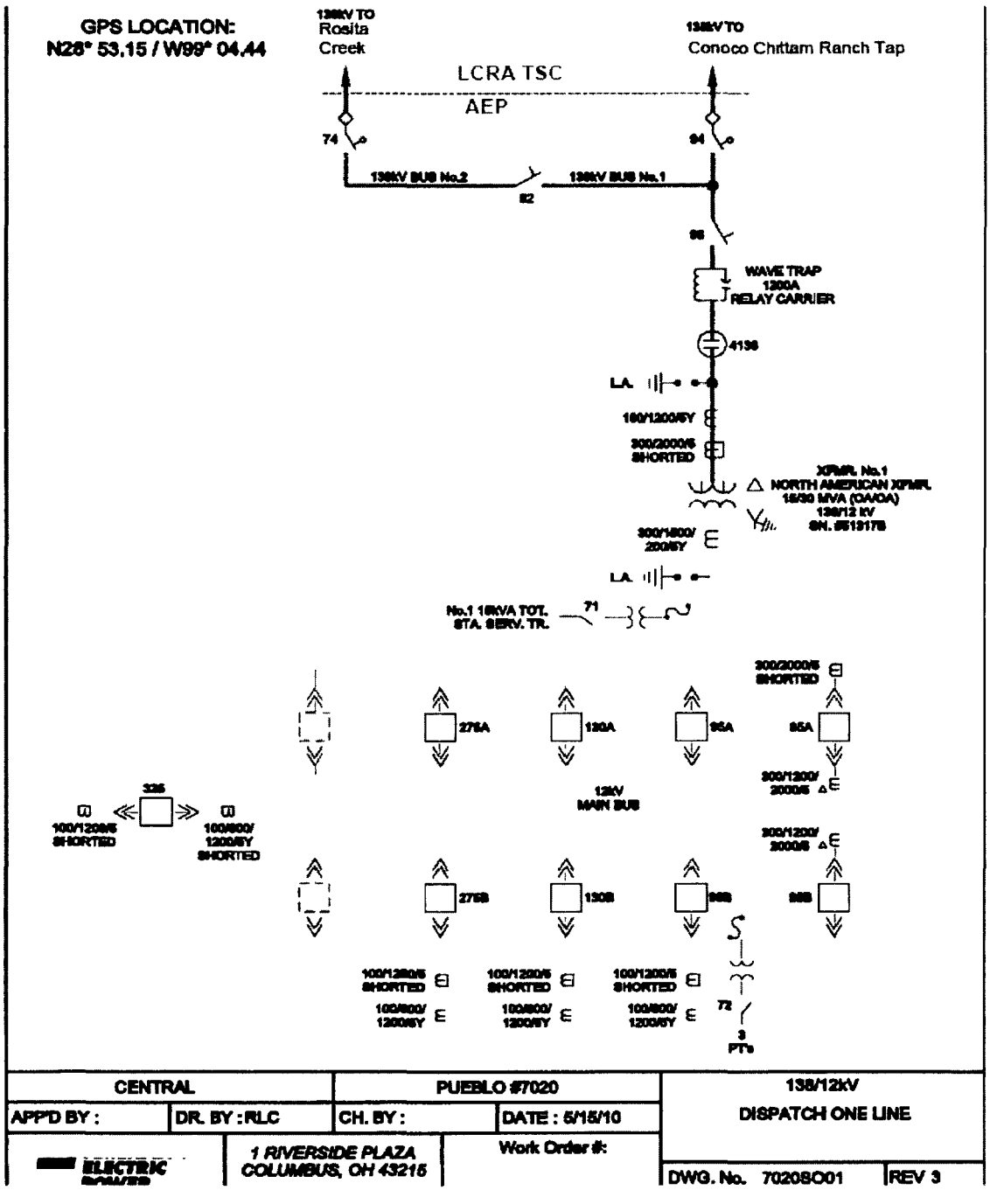

EXHIBIT A
FACILITY SCHEDULE NO. 28

1. **Name:** **Escondido**

2. **Facility Location:** AEP's Escondido Switching Station (the "AEP Station") is located in Eagle Pass, Texas in Maverick County. The Point of Interconnection is at AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line from the Rosita Creek Substation. More specifically, where AEP's jumper conductors from the AEP Substation equipment physically contact the connectors on LCRA TSC's 138 kV transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

7. **One-Line Diagram Attached:** No

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Station and all the facilities within it
ii. the jumper conductors from the AEP Station facilities to the connectors on LCRA TSC's 138 kV transmission line conductors
iii. AEP's dead-end structure that terminates LCRA TSC's transmission line into the AEP Station
iv. the remote terminal unit ("RTU")
v. the RTU communications circuit from the AEP Station to AEP's control center
vi. the transmission line relay protection panel and all associated equipment for the LCRA TSC 138 kV transmission line
vii. any distribution line easements and under-built distribution circuits attached to the structures of LCRA TSC's 138 kV transmission line that terminates into the AEP Station
viii. the AEP Station property ground grid, gravel, fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. insulators and hardware on AEP's dead-end structure that terminates LCRA TSC's 138 kV AEP Station to Rosita Creek Substation transmission line
ii. the 138 kV AEP Station to Rosita Creek Substation transmission line comprised of easements, structures, conductors, insulators, shield wires and connecting hardware

iii. two (2) vertical transmission structures (319/02 and 319/03) that LCRA TSC's 138 kV AEP Station to Rosita Creek Substation transmission line and AEP's 138 kV AEP Station to Eagle Pass Substation transmission line (Circuit No. 1) share

iv. LCRA TSC owns the easement for the two (2) vertical transmission structures (319/02 and 319/03)

9. Facility Operation Responsibilities of the Parties:

Each Party will operate all the facilities it owns.

10. Facility Maintenance Responsibilities of the Parties:

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

11. Estimated Peak Load: N/A

12. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

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EXHIBIT A
FACILITY SCHEDULE NO. 28 (continued)
One-Line Diagram

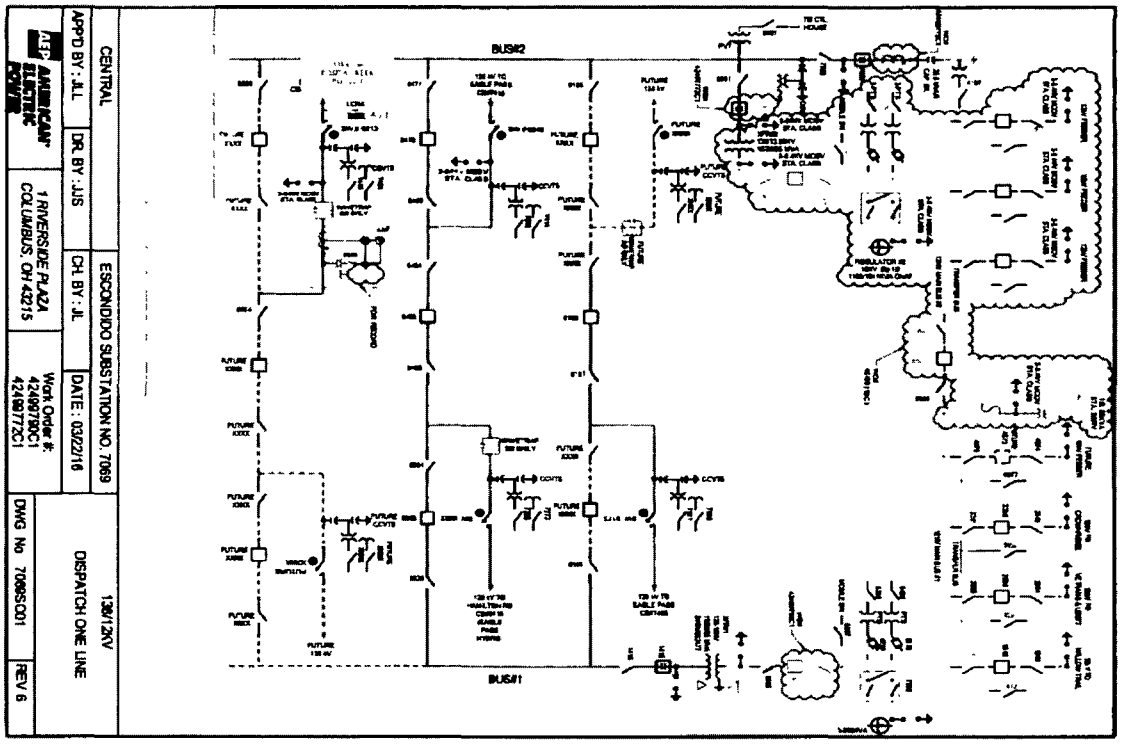

EXHIBIT A
FACILITY SCHEDULE NO. 29

1. **Name:** **Uvalde**

2. **Facility Location:** AEP's Uvalde Substation (the "AEP Substation") is located in Uvalde, Texas in Uvalde County. The Point of Interconnection is at AEP's dead-end structure that terminates LCRA TSC's 138 kV transmission line from Asphalt Mines Substation. More specifically, where AEP's jumper conductors from the AEP Substation equipment physically contact the connectors on LCRA TSC's 138 kV transmission line conductors.

3. **Delivery Voltage:** 138 kV

4. **Metered Voltage:** N/A

5. **Loss Adjustment Due To Meter Location:** N/A

6. **Normal Operation of Interconnection:** Closed

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

8. **Facility Ownership Responsibilities of the Parties:**

A. AEP agrees that it owns the following facilities:

i. the AEP Substation and all the facilities within it
ii. the jumper conductors from the AEP Substation facilities to the connectors on LCRA TSC's 138 kV transmission line conductors
iii. AEP's dead-end structure that terminates LCRA TSC's transmission line into the AEP Substation
iv. the remote terminal unit ("RTU")
v. the RTU communications circuit from the AEP Substation to AEP's control center
vi. the transmission line relay protection panel and all associated equipment for the LCRA TSC 138 kV transmission line
vii. any distribution line easements and under-built distribution circuits attached to the structures of LCRA TSC's transmission line that terminates into AEP Substation
viii. the AEP Substation property ground grid, gravel, fencing and other appurtenances

B. LCRA TSC agrees that it owns the following facilities:

i. insulators and hardware on AEP's dead-end structure that terminates LCRA TSC's 138 kV AEP Substation to transmission line from the Asphalt Mines Substation transmission line