July 1, 2014

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC 20426

RE: *Southwest Power Pool, Inc.*, Docket No. ER14-___
Submission of Network Integration Transmission Service Agreement and Network Operating Agreement

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act, 16 U.S.C. § 824d, and section 35.13 of the Federal Energy Regulatory Commission's ("Commission") regulations, 18 C.F.R. § 35.13, Southwest Power Pool, Inc. ("SPP") submits: (1) an executed Service Agreement for Network Integration Transmission Service ("Service Agreement") between SPP as Transmission Provider and Oklahoma Gas and Electric Company ("OGE") as Network Customer ("Eighth Revised OGE Service Agreement"); and (2) an executed Network Operating Agreement ("NOA") between SPP as Transmission Provider, OGE as both Network Customer and Host Transmission Owner, American Electric Power Service Corporation ("AEP"), as Agent for Public Service Company of Oklahoma, as Host Transmission Owner, and Western Farmers Electric Cooperative ("WFEC") as Host Transmission Owner ("Eighth Revised OGE NOA").[1] The Eighth Revised OGE Agreements submitted in this filing modify and supersede the Service Agreement and NOA between the Parties accepted by the Commission on June 11, 2013 in Docket No. ER13-1301-000.[2] SPP is submitting this filing because the Eighth Revised OGE Agreements include terms and conditions that do not conform to the

[1] The Eighth Revised OGE Service Agreement and Eighth Revised OGE NOA are referred to collectively as the "Eighth Revised OGE Agreements," and SPP, OGE, AEP, and WFEC are referred to collectively as "the Parties." The Eighth Revised OGE Agreements are designated as Eighth Revised Service Agreement No. 1313.

[2] *See Sw. Power Pool, Inc.*, Letter Order, Docket No. ER13-1301-000 (June 11, 2013) ("June Letter Order"). The agreements accepted in the June Letter Order are referred to collectively as the "Seventh Revised OGE Agreements" and individually as the "Seventh Revised OGE Service Agreement" and "Seventh Revised OGE NOA."

standard forms of service agreements in the SPP Open Access Transmission Tariff ("SPP Tariff").[3]

I. Description of Non-Conforming Language In the Eighth Revised OGE Agreements

Since the June Letter Order, SPP and OGE updated the Seventh Revised OGE Service Agreement to update the network resources in Appendix 1. In addition, the Parties updated the Eighth Revised OGE Service Agreement and Eighth Revised OGE NOA to include the changes to the *pro forma* Agreements approved by the Commission for SPP's Integrated Marketplace.[4] To facilitate these changes, the Parties executed the Eighth Revised OGE Agreements. While the changes that necessitated the execution of the Eighth Revised OGE Agreements conform to the *pro forma* Agreements, the Eighth Revised OGE Agreements retain the non-conforming language from the Seventh Revised OGE Service Agreement described below.[5]

First, Section 2.0 of Attachment 1 of the Eighth Revised OGE Service Agreement contains language providing that OGE's load in the WFEC control area is dynamically telemetered to and included in the OGE control area. These revisions are required to accommodate the fact that a portion of OGE's delivery points are physically located within the WFEC control area, but the load will be telemetered back to OGE's control area for scheduling purposes. These modifications provide additional specificity and clarity regarding telemetering and scheduling. The Commission has accepted similar language in other Service Agreements submitted by SPP, including the Seventh Revised OGE Service Agreement.[6]

Second, Sections 8.3 and 8.12 of Attachment 1 of the Eighth Revised OGE Service Agreement provide that the charges for Transmission Direct Assignment have been calculated to be $332.65 per month and charges for Data Processing Services are initially calculated to be $19.48 per month, respectively. The details of the charges are

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3 *See* Southwest Power Pool, Inc., FERC Electric Tariff, Sixth Revised Volume No. 1 at Attachment F ("*pro forma* Service Agreement") and Attachment G ("*pro forma* NOA"), collectively "the *pro forma* Agreements.

4 *See Sw. Power Pool, Inc.*, 141 FERC ¶ 61,048 (2012).

5 The Eighth Revised OGE NOA does not contain any non-conforming language and conforms to the *pro forma* NOA.

6 *See* June Letter Order; *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER13-249-000 (Dec. 19, 2012); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER12-2111-000 (Aug. 21, 2012); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER11-3666-000 (July 18, 2011); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER11-3474-000 (June 17, 2011).

included in a non-conforming Appendix 4 which consists of the Interconnection and Local Delivery Service Agreement between AEP and OGE. The Commission has accepted identical language in other Service Agreements submitted by SPP, including the Seventh Revised OGE Service Agreement.[7]

Finally, Section 8.9 of Attachment 1 of the Eighth Revised OGE Service Agreement contains language specifying that the cost support and monthly charges for Wholesale Distribution Service Charges are detailed in Appendix 4 to the Eighth Revised OGE Service Agreement. The inclusion of the cost support and monthly charges for Wholesale Distribution Service in Appendix 4 is consistent with Schedule 10 of the SPP Tariff, which requires cost support when Service Agreements containing Wholesale Distribution Service Charges are filed with the Commission.[8] In addition, the Commission has accepted similar language in other Service Agreements submitted by SPP, including the Seventh Revised OGE Service Agreement.[9]

II. Effective Date and Waiver

SPP requests an effective date of May 1, 2014 for the Eighth Revised OGE Agreements. To permit such an effective date, SPP requests a waiver of the Commission's 60-day notice requirement set forth at 18 C.F.R. § 35.3. Pursuant to 18 C.F.R. § 35.11, good cause exists to grant waiver because May 1, 2014 is the date that updates to OGE's network resources in Appendix 1 of the Eighth Revised OGE Service

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7 *See* June Letter Order; *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER13-249-000 (Dec. 19, 2012); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER12-2111-000 (Aug. 21, 2012); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER11-3666-000 (July 18, 2011); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER11-3474-000 (June 17, 2011).

8 *See* SPP Tariff at Schedule 10 ("All rates and charges for Wholesale Distribution Service shall be on file with the appropriate agency as required by law or regulation. To the extent that a Service Agreement containing provisions for Wholesale Distribution Service is required to be filed with the Commission, the Transmission Provider, in consultation with the appropriate Transmission Owner, shall provide along with the filing, adequate cost support to justify the customer-specific rates and charges being assessed under this Schedule 10.").

9 *See* June Letter Order; *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER13-249-000 (Dec. 19, 2012); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER12-2111-000 (Aug. 21, 2012); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER11-3666-000 (July 18, 2011); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER11-3474-000 (June 17, 2011).

Agreement became effective. The Commission previously has granted similar waivers.[10] In addition, waiver is appropriate because the Parties have agreed to this effective date.

III. Additional Information

A. Information Required by Section 35.13 of the Commission's Regulations, 18 C.F.R. § 35.13:

(1) Documents submitted with this filing:

In addition to this transmittal letter, SPP includes the following:

(i) A clean copy of the Eighth Revised OGE Agreements; and

(ii) A redline copy of the Eighth Revised OGE Agreements.

(2) Effective Date:

As discussed herein, SPP respectfully requests that the Commission accept the Eighth Revised OGE Agreements with an effective date of May 1, 2014.

(3) Service:

SPP is serving a copy of this filing on the parties listed in the Eighth Revised OGE Agreements.

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[10] *See Sw. Power Pool, Inc.*, Letter Order, Docket No. ER13-2359-000 (Nov. 6, 2013); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER13-1719-000 (Aug. 14, 2013); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER12-872-000 (Mar. 16, 2012); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER12-871-000 (Mar. 16, 2012); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER12-870-000 (Mar. 14, 2012); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER12-868-000 (Mar. 14, 2012); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER12-867-000 (Mar. 14, 2012); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER12-866-000 (Mar. 14, 2012); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER11-3073-000 (May 11, 2011); *Sw. Power Pool, Inc.*, Letter Order, Docket Nos. ER11-4148-000, -001 (Oct. 24, 2011).

(4) Basis of Rate:

All charges will be determined in accordance with the SPP Tariff and the Eighth Revised OGE Agreements.

B. Communications:

Any correspondence regarding this matter should be directed to:

Tessie Kentner
Attorney
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223
Telephone: (501) 688-1782
tkentner@spp.org

Nicole Wagner
Manager - Regulatory Policy
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223
Telephone: (501) 688-1642
jwagner@spp.org

IV. Conclusion

For all the foregoing reasons, SPP respectfully requests that the Commission accept the Eighth Revised OGE Agreements with an effective date of May 1, 2014.

Respectfully submitted,

/s/ Tessie Kentner
Tessie Kentner

Attorney for Southwest Power Pool, Inc.

SERVICE AGREEMENT FOR NETWORK INTEGRATION TRANSMISSION SERVICE BETWEEN SOUTHWEST POWER POOL, INC. AND OKLAHOMA GAS AND ELECTRIC COMPANY

This Network Integration Transmission Service Agreement ("Service Agreement") is entered into this 1st day of May, 2014, by and between the Oklahoma Gas and Electric Company ("Network Customer"), and Southwest Power Pool, Inc. ("Transmission Provider"). The Network Customer and Transmission Provider shall be referred to individually as “Party” and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider’s Open Access Transmission Tariff ("Tariff") filed with the Federal Energy Regulatory Commission ("Commission") as it may from time to time be amended;

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as agent for the Transmission Owners in providing service under the Tariff;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1.0 The Transmission Provider agrees during the term of this Service Agreement, as it may be amended from time to time, to provide Network Integration Transmission Service in accordance with the Tariff to enable delivery of power and energy from the Network Customer’s Network Resources that the Network Customer has committed to meet its load.

2.0 The Network Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Parts I, III and V of the Tariff and this Service Agreement with attached specifications.

3.0 The terms and conditions of such Network Integration Transmission Service shall be governed by the Tariff, as in effect at the time this Service Agreement is executed by the Network Customer, or as the Tariff is thereafter amended or by its successor tariff, if any. The Tariff, as it currently exists, or as it is hereafter amended, is incorporated in this Service Agreement by reference. In the case of any conflict between this Service Agreement and the Tariff, the Tariff shall control. The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff. The completed specifications are based on the information provided in the Completed Application and are incorporated herein and made a part hereof as Attachment 1.

4.0 Service under this Service Agreement shall commence on such date as it is permitted to become effective by the Commission. This Service Agreement shall be effective through December 1, 2035 for load in Oklahoma Gas and Electric Company Zone and through June 1, 2030 for load in Western Farmers Electric Cooperative Zone. Thereafter, it will continue from year to year unless terminated by the Network Customer or the Transmission Provider by giving the other one-year advance written notice or by the mutual written consent of the Transmission Provider and Network Customer. Upon termination, the Network Customer remains responsible for any outstanding charges including all costs incurred and apportioned or assigned to the Network Customer under this Service Agreement.

5.0 The Transmission Provider and Network Customer have executed a Network Operating Agreement as required by the Tariff.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below. Such representative

and address for notices or requests may be changed from time to time by notice by one Party or the other.

Southwest Power Pool, Inc. (Transmission Provider):

Tessie Kentner
Attorney
201 Worthen Drive
Little Rock, AR 72223-4936
Email Address: tkentner@spp.org
Phone Number: 501-688-1782

Network Customer:

Gary D. Clear
Manager Power Supply Regulatory Support
Oklahoma Gas and Electric Company
P.O. Box 321 M/C 404
Oklahoma City, OK 73101
Email Address: cleargd@oge.com
Phone Number: 405-553-3113

7.0 This Service Agreement shall not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. However, either Party may, without the need for consent from the other, transfer or assign this Service Agreement to any person succeeding to all or substantially all of the assets of such Party. However, the assignee shall be bound by the terms and conditions of this Service Agreement.

8.0 Nothing contained herein shall be construed as affecting in any way the Transmission Provider's or a Transmission Owner's right to unilaterally make application to the Federal Energy Regulatory Commission, or other regulatory agency having jurisdiction, for any change in the Tariff or this Service Agreement under Section 205 of the Federal

Power Act, or other applicable statute, and any rules and regulations promulgated thereunder; or the Network Customer's rights under the Federal Power Act and rules and regulations promulgated thereunder.

9.0 By signing below, the Network Customer verifies that all information submitted to the Transmission Provider to provide service under the Tariff is complete, valid and accurate, and the Transmission Provider may rely upon such information to fulfill its responsibilities under the Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

TRANSMISSION PROVIDER	NETWORK CUSTOMER
/s/ Carl Monroe	/s/ Gary D. Clear
Signature	Signature
Carl Monroe	Gary D. Clear
Printed Name	Printed Name
EVP & COO	Mgr. Power Supply Regulatory Support
Title	Title
June 30, 2014	6/19/14
Date	Date

ATTACHMENT 1 TO THE NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT
BETWEEN SOUTHWEST POWER POOL AND OKLAHOMA GAS AND ELECTRIC COMPANY
SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 Network Resources

The Network Resources are listed in Appendix 1.

2.0 Network Loads

The Network Load consists of the bundled native load or its equivalent for Network Customer load in Oklahoma Gas and Electric Company and Western Farmers Electric Cooperative Zones as listed in Appendix 3. The Network Customer's load in the Western Farmers Electric Cooperative Zone is dynamically telemetered to and included in the Oklahoma Gas and Electric Company's Zones as listed in Appendix 3.

The Network Customer's Network Load shall be measured on an hourly integrated basis, by suitable metering equipment located at each connection and delivery point, and each generating facility. The meter owner shall cause to be provided to the Transmission Provider, Network Customer and applicable Transmission Owner, on a monthly basis such data as required by Transmission Provider for billing. The Network Customer's load shall be adjusted, for settlement purposes, to include applicable Transmission Owner transmission and distribution losses, as applicable, as specified in Sections 8.5 and 8.6, respectively. For a Network Customer providing retail electric service pursuant to a state retail access program, profiled demand data, based upon revenue quality non-IDR meters may be substituted for hourly integrated demand data. Measurements taken and all metering equipment shall be in accordance with the Transmission Provider's standards and practices for similarly determining the Transmission Provider's load. The actual hourly Network Loads, by delivery point, internal generation site and point where power may flow to and from the Network Customer, with separate readings for each direction of flow, shall be provided.

3.0 Affected Zones and Intervening Systems Providing Transmission Service

The affected Zones are Oklahoma Gas and Electric Company and Western Farmers Electric Cooperative. The intervening systems providing transmission service are: None.

4.0 Electrical Location of Initial Sources

See Appendix 1.

5.0 Electrical Location of the Ultimate Loads

The loads of Network Customer identified in Section 2.0 hereof as the Network Load are electrically located within the Oklahoma Gas and Electric Company and Western Farmers Electric Cooperative Zones.

6.0 Delivery Points

The delivery points are the interconnection points identified in Section 2.0 as the Network Load.

7.0 Receipt Points

The Points of Receipt are listed in Appendix 2.

8.0 Compensation

Service under this Service Agreement may be subject to some combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

8.1 Transmission Charge

Monthly Demand Charge per Section 34 and Part V of the Tariff.

8.2 System Impact and/or Facility Study Charge

Studies may be required in the future to assess the need for system reinforcements in light of the ten-year forecast data provided. Future charges, if required, shall be in accordance with Section 32 of the Tariff.

8.3 Direct Assignment Facilities Charge

Charges for Transmission Direct Assignment are initially calculated to be $332.65 per month. A detail of the charges is included as Appendix 4.

8.4 Ancillary Service Charges

8.4.1 The following Ancillary Services are required under this Service Agreement.

a) Scheduling, System Control and Dispatch Service per Schedule 1 of the Tariff.

b) Tariff Administration Service per Schedule 1-A of the Tariff.

c) Reactive Supply and Voltage Control from Generation Sources Service per Schedule 2 of the Tariff.

d) Regulation and Frequency Response Service per Schedule 3 of the Tariff.

e) Energy Imbalance Service per Schedule 4 of the Tariff.

f) Operating Reserve - Spinning Reserve Service per Schedule 5 of the Tariff.

g) Operating Reserve - Supplemental Reserve Service per Schedule 6 of the Tariff.

The Ancillary Services may be self-supplied by the Network Customer or provided by a third party in accordance with Sections 8.4.2 through 8.4.4, with the exception of the Ancillary Services for Schedules 1, 1-A, and 2, which must be purchased from the Transmission Provider.

8.4.2 In accordance with the Tariff, when the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer shall indicate the source for its Ancillary Services to be in effect for the upcoming calendar year in its annual forecasts. If the Network Customer fails to include this information with its annual forecasts, Ancillary Services will be purchased from the Transmission Provider in accordance with the Tariff.

8.4.3 When the Network Customer elects to self-supply or have a third party provide Ancillary Services and is unable to provide its Ancillary Services, the Network Customer will pay the Transmission Provider for such services and associated penalties in accordance with the Tariff as a result of the failure of the Network Customer's alternate sources for required Ancillary Services.

8.4.4 All costs for the Network Customer to supply its own Ancillary Services shall be the responsibility of the Network Customer.

8.5 Real Power Losses - Transmission

The Network Customer shall be responsible for losses in accordance with Attachment M of the Tariff.

8.6 Real Power Losses - Distribution

8.7 Power Factor Correction Charge

8.8 Redispatch Charge

For transmission requests and network resources (denoted in the table below), provide generation redispatch power in the specified amounts necessary to alleviate loading on the facilities listed in Attachment A prior to completion of Service Upgrades, Reliability

and Construction Pending upgrades. The Network Customer agrees to provide redispatch pairs listed in Table 6 of the final posting of the respective Aggregate Study (denoted in the table below), and the Transmission Provider agrees that such redispatch will satisfy the redispatch obligation.

Transmission Request	Network Resource	Aggregate Study
74117758 (studied as 1454686)	Spirit Wind	2008-AGP1
74116096 (studied as 1405664)	Redbud	2008-AGP1
74115867 (studied as 1454686)	Service to Bennington Load	2008-AGP1
75081760 (studied as 73439915)	Keenan Wind	2009-AGP2
75081770 (studied as 73439927)	Taloga Wind	2009-AGP2
76658132 (studied as 74032254)	Crossroads Wind 1	2010-AGP1
76658138 (studied as 74032269)	Crossroads Wind 2	2010-AGP1
79452525 (studied as 76548702)	Cowboy Wind	2012-AG1

In the absence of implementation of interim redispatch as requested by the Transmission Provider for Network Customer transactions resulting in overloads on limiting facilities, the Transmission Provider shall curtail the customers schedule.

Such redispatch obligations shall be arranged in accordance with Attachment K and shall occur in advance of curtailment of other firm reservations impacting these constraints. Network Customer shall bear the cost of such redispatch.

This interim redispatch shall remain in place until the network upgrades are completed and the ATC required for this service is available.

8.9 Wholesale Distribution Service Charge

The Wholesale Distribution Service Charge cost support and monthly charge is detailed in Appendix 4.

8.10 Network Upgrade Charges

The Network Customer has confirmed the following supplemental Network Resources requiring Network Upgrades:

1. For service provided during the period December 1, 2006 – December 1, 2031, as confirmed per Transmission Service Request 1183948 pursuant to the results of Aggregate Study 2006-AG1-AFS-4, facility upgrades are required to accommodate the additional resource of 120MW of the Centennial Wind Project. The costs of these upgrades are assigned to the Network Customer but are fully base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Service Upgrades for Centennial Wind

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service	Date Upgrade Completed
FPL SWITCH - MOORELAND 138KV CKT 1 WFEC	Upgrade terminal equipment FPL Sw & Mooreland	WFEC	6/1/2006	8/1/2007
HAMON BUTLER - MOREWOOD 69KV CKT 1	Reconductor 1/0 to 336 ACSR - 15.0 miles	WFEC	6/1/2006	Withdrawn
KNOBHILL (KNOBHIL4) 138/69/13.2KV TRANSFORMER CKT 1	Replace bus tie with 100MVA transformer	OKGE	6/1/2006	12/12/2007

In the event these Network upgrade are delayed beyond the required completion dates, the Network Customer shall enter into, maintain and implement redispatch/mitigation agreements and plans to provide interim network integration transmission service until this network upgrade is completed and the ATC required for this service is available.

2. OU Spirit Wind, 120MW from POR – OKGE, Source – OKGESPIRITWIND to POD – OKGE, Sink- OKGE_OKGE, as more specifically identified in transmission request 74117758. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on June 1, 2010 and remain effective through June 1, 2035.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2008-AGP1 Service Upgrades by the required date as listed below. The costs of these upgrades are assigned to the Network Customer but are fully base plan fundable in accordance with Section III.A.Attachment J of the Tariff.

Service Upgrades required for OU Spirit Wind

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service	Date Upgrade Completed
ARCADIA - OMPA-EDMOND GARBER(LAKE) 138KV CKT 1	Replace Line Switches	OMPA	12/1/2010	6/1/2011
ARCADIA (ARCADIA2) 345/138/13.8KV TRANSFORMER CKT 1 Accelerate	Add 3rd 345/138KV Auto and convert the 345kV and 138kV to a breaker and a half configuration.	OKGE	6/1/2010	6/1/2012

3. Redbud, 648MW from POR – OKGE, Source – OKGEREDBUDPLT to POD – OKGE, Sink- 'OKGE_OKGE, as more specifically identified in transmission request 74116096. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on June 1, 2010 and remain effective through June 1, 2030.

   The requested service depends on and is contingent on completion of the following aggregate study SPP-2008-AGP1 Service Upgrades by the required date as listed below. The costs of these upgrades are assigned to the Network Customer but are fully base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Service Upgrades required for Redbud

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service	Date Upgrade Completed
ARCADIA - OMPA-EDMOND GARBER(LAKE) 138KV CKT 1	Replace Line Switches	OMPA	12/1/2010	6/1/2011
ARCADIA - REDBUD 345KV CKT 3	Add eight mile 3rd 345 kV line from Redbud to Arcadia	OKGE	6/1/2019	
ARCADIA (ARCADIA2) 345/138/13.8KV TRANSFORMER CKT 1 Accelerate	Add 3rd 345/138KV Auto and convert the 345kV and 138kV to a breaker and a half configuration.	OKGE	6/1/2010	6/1/2012
BRYANT - MEMORIAL 138KV CKT 1	Change out wavetrap to 2000A	OKGE	6/1/2019	

4. Keenan Wind, 152 MW from POR – OKGE, Source – OKGEKEENANWIND to POD – OKGE, Sink- OKGE_OKGE, as more specifically identified in transmission request 75081760. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on April 1, 2011 and remain effective through April 1, 2031.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2009-AGP2 Service Upgrades by the required date as listed below. The costs of these upgrades are assigned to the Network Customer but are fully base plan fundable or partially base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Service Upgrades required for Keenan Wind

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service	Date Upgrade Completed
CANTON - TALOGA 69KV CKT 1	Rebuild 10 miles to 336.4	WFEC	6/1/2011	
NORTHWEST 345/138/13.8KV TRANSFORMER CKT 1	Install third 345/138 kV Bus Tie in Northwest Sub	OKGE	6/1/2017	
TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	Auto XFMR 56 to 112MVA	WFEC	4/1/2011	

Network Customer shall pay estimated revenue requirements of $3,001.81 over the 240 month term of this service totaling $720,434.40 for Western Farmers Electric Cooperative Network Upgrades on the CANTON - TALOGA 69KV CKT 1 facility required by June 1, 2011. This upgrade consists of Rebuild 10 miles to 336.4

Network Customer shall pay estimated revenue requirements of $334.58 over the 240 month term of this service totaling $80,299.20 for Western Farmers Electric Cooperative Network Upgrades on the TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1 facility required by April 1, 2011. This upgrade consists of upgrading the autotransformer to 112MVA.

The requested service depends on and is contingent on completion of the following Planned Projects. These upgrades costs are not assignable to the Network Customer.

Planned Project Upgrade required for Keenan Wind

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
Line - Comanche County - Medicine Lodge 345 kV dbl ckt	Build a new 55 mile double circuit 345 kV line	MKEC	4/1/2011
Line - Hitchland - Woodward 345 kV dbl ckt OKGE	Build a new 60.5 mile double circuit 345 kV line	OKGE	4/1/2011
Line - Hitchland - Woodward 345 kV dbl ckt SPS	Build a new 60.5 mile double circuit 345 kV line	SPS	4/1/2011
Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC	Build a new 35 mile double circuit 345 kV line with at least 3000 A capacity from the new Medicine Lodge 345 kV substation to the WR interception from the Wichita substation.	MKEC	4/1/2011
Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE	Build a new 35 mile double circuit 345 kV line	WERE	4/1/2011
Line - Spearville - Comanche County 345 kV dbl ckt MKEC	Build a new 27.5 mile double circuit 345 kV line	MKEC	4/1/2011
Line - Spearville - Comanche County 345 kV dbl ckt SUNC	Build a new 27.5 mile double circuit 345 kV line with at least 3000 A capacity from the Spearville substation to the MKEC interception point from the new Comanche County substation.	SUNC	4/1/2011
Line - Woodward - Comanche County 345 kV dbl ckt MKEC	Build a new 5 mile double circuit 345 kV line	MKEC	4/1/2011
Line - Woodward - Comanche County 345 kV dbl ckt OKGE	Build a new 50 mile double circuit 345 kV	OKGE	4/1/2011
XFR - Medicine Lodge 345/138 kV	Install a 400 MVA 345/138 kV transformer at the new 345 kV Medicine Lodge substation.	MKEC	4/1/2011

5. Taloga Wind, 130 MW from POR – OKGE, Source – OKGETALOGAWIND to POD – OKGE, Sink- OKGE_OKGE, as more specifically identified in transmission request 75081770. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on April 1, 2011 and remain effective through April 1, 2031.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2009-AGP2 Service Upgrades by the required date as listed below. The costs of these upgrades are assigned to the Network Customer but are fully base plan fundable or partially base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Service Upgrades required for Taloga Wind

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service	Date Upgrade Completed
CANTON - TALOGA 69KV CKT 1	Rebuild 10 miles to 336.4	WFEC	6/1/2011	
NORTHWEST 345/138/13.8KV TRANSFORMER CKT 1	Install third 345/138 kV Bus Tie in Northwest Sub	OKGE	6/1/2017	
TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	Auto XFMR 56 to 112MVA	WFEC	4/1/2011	

Network Customer shall pay estimated revenue requirements of $11,491.95 over the 240 month term of this service totaling $2,758,068.00 for Western Farmers Electric Cooperative Network Upgrades on the CANTON - TALOGA 69KV CKT 1 facility required by June 1, 2011. This upgrade consists of Rebuild 10 miles to 336.4

Network Customer shall pay estimated revenue requirements of $2,686.58 over the 240 month term of this service totaling $644,780.26 for Western Farmers Electric Cooperative Network Upgrades on the TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1 facility required by April 1, 2011. This upgrade consists of upgrading the autotransformer to 112MVA.

The requested service depends on and is contingent on completion of the following Planned Projects. These upgrades costs are not assignable to the Network Customer.

Planned Project Upgrade required for Taloga Wind

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
Line - Comanche County - Medicine Lodge 345 kV dbl ckt	Build a new 55 mile double circuit 345 kV line	MKEC	4/1/2011
Line - Hitchland - Woodward 345 kV dbl ckt OKGE	Build a new 60.5 mile double circuit 345 kV line	OKGE	4/1/2011
Line - Hitchland - Woodward 345 kV dbl ckt SPS	Build a new 60.5 mile double circuit 345 kV line	SPS	4/1/2011
Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC	Build a new 35 mile double circuit 345 kV line with at least 3000 A capacity from the new Medicine Lodge 345 kV substation to the WR interception from the Wichita substation.	MKEC	4/1/2011
Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE	Build a new 35 mile double circuit 345 kV line	WERE	4/1/2011
Line - Spearville - Comanche County 345 kV dbl ckt MKEC	Build a new 27.5 mile double circuit 345 kV line	MKEC	4/1/2011
Line - Spearville - Comanche County 345 kV dbl ckt SUNC	Build a new 27.5 mile double circuit 345 kV line with at least 3000 A capacity from the Spearville substation to the MKEC interception point from the new Comanche County substation.	SUNC	4/1/2011
Line - Woodward - Comanche County 345 kV dbl ckt MKEC	Build a new 5 mile double circuit 345 kV line	MKEC	4/1/2011
Line - Woodward - Comanche County 345 kV dbl ckt OKGE	Build a new 50 mile double circuit 345 kV	OKGE	4/1/2011
XFR - Medicine Lodge 345/138 kV	Install a 400 MVA 345/138 kV transformer at the new 345 kV Medicine Lodge substation.	MKEC	4/1/2011

6. Crossroads Wind 1, 198 MW from POR – OKGE, Source – OKGEXROADSWIND to POD – OKGE, Sink – OKGE_OKGE, as more specifically defined in transmission request 76658132. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on June 1, 2012 and remain effective through June 1, 2037.

   The requested service depends on and is contingent on completion of the following aggregate study SPP-2010-AGP1 Service Upgrades by the required date as listed below. The costs of these upgrades are assigned to the Network Customer but are fully base plan fundable or partially base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Service Upgrades required for Crossroads Wind 1

Upgrade	Solution	Transmission Owner	Date Required in Service	Date Upgrade Completed
EL RENO - SERVICE PL EL RENO 69KV CKT 1	Replace 400 amp CT in El Reno sub with 800 amp	OKGE	6/1/2017	
NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	Install third 345/138 kV Bus Tie in Northwest Sub	OKGE	6/1/2012	

The requested service depends on and is contingent on completion of the following Construction Pending Projects. These upgrades costs are not assignable to the Network Customer.

Construction Pending Project Upgrades required for Crossroads Wind 1

Upgrade	Solution	Transmission Owner	Date Required in Service
CANTON - TALOGA 69KV CKT 1	UPGRADE CANTON TO TALOGA TO 336.4	WFEC	6/1/2012
TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	Auto XFMR 56 to 112MVA	WFEC	6/1/2012

The requested service depends on and is contingent on completion of the following Expansion Plan Projects. These upgrades costs are not assignable to the Network Customer.

Expansion Plan Project Upgrades required for Crossroads Wind 1

Upgrade	Solution	Transmission Owner	Date Required in Service
Line - Comanche County - Medicine Lodge 345 kV dbl ckt	Build a new 55 mile double circuit 345 kV line	MKEC	1/1/2015
Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC	Build a new 35 mile double circuit 345 kV line with at least 3000 A capacity from the new Medicine Lodge 345 kV substation to the WR interception from the Wichita substation.	MKEC	1/1/2015
Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC	Build a new 28.6 mile dbl ckt 345 kV line with at least 3000 A capacity from the Medicine Lodge sub to the KS/OK state border towards the Woodward District EHV sub. Install the necessary breakers and terminal equipment at the Medicine Lodge sub.	MKEC	1/1/2015

Line - Spearville - Comanche County 345 kV dbl ckt MKEC	Build a new 27.5 mile double circuit 345 kV line	MKEC	1/1/2015
XFR - Medicine Lodge 345/138 kV	Install a 400 MVA 345/138 kV transformer at the new 345 kV Medicine Lodge substation.	MKEC	1/1/2015
Line - Hitchland - Woodward 345 kV dbl ckt OKGE	Build a new 60.5 mile double circuit 345 kV line	OKGE	7/1/2014
Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE	Build a new 79 mile dbl ckt 345 kV line with at least 3000 A capacity from the Woodward District EHV sub to the KS/OK state border towards the Medicine Lodge sub. Upgrade the Woodward District EHV sub with the necessary breakers and terminal equipment.	OKGE	1/1/2015
TUCO - WOODWARD 345 KV CKT 1 OKGE	Build new 345 kV line from Woodward EHV to Tuco	OKGE	6/1/2014
Line - Hitchland - Woodward 345 kV dbl ckt SPS	Build a new 60.5 mile double circuit 345 kV line	SPS	7/1/2014
TUCO - WOODWARD 345 KV CKT 1 SPS	Build new 345 kV line from Woodward EHV to Tuco	SPS	6/1/2014
Line - Spearville - Comanche County 345 kV dbl ckt SUNC	Build a new 27.5 mile double circuit 345 kV line with at least 3000 A capacity from the Spearville substation to the MKEC interception point from the new Comanche County substation.	SUNC	1/1/2015
Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE	Build a new 35 mile double circuit 345 kV line	WERE	1/1/2015

7. Crossroads Wind 2, 30 MW from POR – OKGE, Source – OKGEXROADSWIND to POD – OKGE, Sink – OKGE_OKGE, as more specifically defined in transmission request 76658138. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on June 1, 2012 and remain effective through June 1, 2037.

Service Upgrades required for Crossroads Wind 2

Upgrade	Solution	Transmission Owner	Date Required in Service	Date Upgrade Completed
EL RENO - SERVICE PL EL RENO 69KV CKT 1	Replace 400 amp CT in El Reno sub with 800 amp	OKGE	6/1/2017	

NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	Install third 345/138 kV Bus Tie in Northwest **S**ub	OKGE	6/1/2012	

The requested service depends on and is contingent on completion of the following Construction Pending Projects. These upgrades costs are not assignable to the Network Customer.

Construction Pending Project Upgrades required for Crossroads Wind 2

Upgrade	Solution	Transmission Owner	Date Required in Service
CANTON - TALOGA 69KV CKT 1	UPGRADE CANTON TO TALOGA TO 336.4	WFEC	6/1/2012
TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	Auto XFMR 56 to 112MVA	WFEC	6/1/2012

The requested service depends on and is contingent on completion of the following Expansion Plan Projects. These upgrades costs are not assigned to the Network Customer.

Expansion Plan Project Upgrades required for Crossroads Wind 2

Upgrade	Solution	Transmission Owner	Date Required in Service
Line - Comanche County - Medicine Lodge 345 kV dbl ckt	Build a new 55 mile double circuit 345 kV line	MKEC	1/1/2015
Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC	Build a new 35 mile double circuit 345 kV line with at least 3000 A capacity from the new Medicine Lodge 345 kV substation to the WR interception from the Wichita substation.	MKEC	1/1/2015

Upgrade	Solution	Transmission Owner	Date Required in Service
Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC	Build a new 28.6 mile dbl ckt 345 kV line with at least 3000 A capacity from the Medicine Lodge sub to the KS/OK state border towards the Woodward District EHV sub. Install the necessary breakers and terminal equipment at the Medicine Lodge sub.	MKEC	1/1/2015
Line - Spearville - Comanche County 345 kV dbl ckt MKEC	Build a new 27.5 mile double circuit 345 kV line	MKEC	1/1/2015
XFR - Medicine Lodge 345/138 kV	Install a 400 MVA 345/138 kV transformer at the new 345 kV Medicine Lodge substation.	MKEC	1/1/2015
Line - Hitchland - Woodward 345 kV dbl ckt OKGE	Build a new 60.5 mile double circuit 345 kV line	OKGE	7/1/2014
Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE	Build a new 79 mile dbl ckt 345 kV line with at least 3000 A capacity from the Woodward District EHV sub to the KS/OK state border towards the Medicine Lodge sub. Upgrade the Woodward District EHV sub with the necessary breakers and terminal equipment.	OKGE	1/1/2015
TUCO - WOODWARD 345 KV CKT 1 OKGE	Build new 345 kV line from Woodward EHV to Tuco	OKGE	6/1/2014
Line - Hitchland - Woodward 345 kV dbl ckt SPS	Build a new 60.5 mile double circuit 345 kV line	SPS	7/1/2014
TUCO - WOODWARD 345 KV CKT 1 SPS	Build new 345 kV line from Woodward EHV to Tuco	SPS	6/1/2014
Line - Spearville - Comanche County 345 kV dbl ckt SUNC	Build a new 27.5 mile double circuit 345 kV line with at least 3000 A capacity from the Spearville substation to the MKEC interception point from the new Comanche County substation.	SUNC	1/1/2015
Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE	Build a new 35 mile double circuit 345 kV line	WERE	1/1/2015

8. The service requested in AQ study DPA-2012-March-143 and DPA-2012-June-193 depends on and is contingent on completion of the following Reliability Upgrades. Costs associated with these upgrades are not assignable to the Network Customer.

Upgrade	Solution	Transmission Owner	In-Service Date

Renfrow 345/138 kV Sub	Build Renfrow 345/138 kV substation with 400 MVA 345/138 kV bus tie transformer	OKGE	3/1/2013
Grant County 138/69 kV Sub	Grant County 138/69 kV substation	OKGE	3/1/2013
Renfrow - Grant County 138 kV	Build 138 kV Renfrow – Grant County transmission line	OKGE	3/1/2013
Koch Sub	Conversion of Koch substation from 69 kV to 138 kV	OKGE	3/1/2013

9. The service requested in AQ study DPA-2012-March-139 depends on and is contingent on completion of the following Reliability Upgrades. Costs associated with these upgrades are not assignable to the Network Customer.

Upgrade	Solution	Transmission Owner	In-Service Date
Mehan - Cushing 138 kV Uprate	Convert 14-mile Mehan - Cushing 69 kV line to 138 kV.	OKGE	6/1/2014
Stillwater - Spring Valley 138 kV Uprate	Convert 6-mile Stillwater - Spring Valley 69 kV line to 138 kV.	OKGE	6/1/2014
Spring Valley- Mehan 138 kV Uprate	Convert 3-mile Spring Valley - Mehan 69 kV line to 138 kV.	OKGE	6/1/2014
Spring Valley - Knipe Uprate 138 kV	Convert 8.7-mile Spring Valley - Knipe 69 kV line to 138 kV.	OKGE	6/1/2014
Greenwood Sub	Build new Greenwood substation with 138/69 kV transformer.	OKGE	3/1/2013
Cushing - Bristow 138 kV Tap	Tap existing Cushing - Bristow 138 kV line into new Greenwood substation.	OKGE	3/1/2013
Oak Grove - Hwy 99 Tap 69 KV	Tap existing Oak Grove - Hwy 99 Tap 69 kV circuit into new Greenwood substation.	OKGE	3/1/2013

10. Cowboy Wind, 60 MW from POR – OKGE, Source – OKGECWBYWIND to POD – OKGE, Sink – OKGE_OKGE, as more specifically defined in transmission request 79452525. Contingent upon the completion of required SPP-2012-AG1 upgrades as specified below, designation of this network resource shall be effective on May 1, 2014 and remain effective through December 19, 2032. Costs of the following Transmission Service Upgrades have been allocated to the Network Customer, but are fully Base Plan funded.

Transmission Service Upgrades

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
Hefner - Tulsa 138kV CKT 1	Reconductor 1.25 mile 138 kV Hefner - Tulsa transmission line with 1590AS52 conductor	OKGE	6/1/2019

The requested service depends on and is contingent on completion of the following Reliability and Construction Pending Upgrades. These upgrades costs are not assigned to the Network Customer.

Reliability Upgrade

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
DIVISION AVE - LAKESIDE 138KV CKT 1	Rebuild 3.58 mile line with 1590AS52 Conductor	OKGE	6/1/2019

Construction Pending Upgrade

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	Install third 345/138 kV Bus Tie in Northwest Sub	OKGE	6/1/2014

B. Upon completion of construction of the assigned upgrades, funding of their costs shall be reconciled and trued-up against actual construction costs and requisite, additional funding or refund of excess funding shall be made between the Transmission Provider and the Network Customer.

C. Notwithstanding the term provisions of Section 4.0 of this Service Agreement, Customer shall be responsible for paying all charges specified as its obligation in

this Section 8.10 of this Attachment 1, for the term specified herein for each assigned upgrade.

8.11 Meter Data Processing Charge

8.12 Other Charges

Charges for Data Processing Services are initially calculated to be $19.48 per month. A detail of the charges is included as Appendix 4.

9.0 Credit for Network Customer-Owned Transmission Facilities

10.0 Designation of Parties Subject to Reciprocal Service Obligation

11.0 Other Terms and Conditions

APPENDIX 1

Network Resources of

OKLAHOMA GAS AND ELECTRIC COMPANY

APPENDIX 1
OKLAHOMA GAS AND ELECTRIC COMPANY
NETWORK RESOURCES

	Maximum Net Dependable Capacity		
Network Resource	**Summer**	**Winter**	**Location**
Horseshoe Lake 6	168.5	168.5	Oklahoma County, OK
Horseshoe Lake 7GT	17	17	Oklahoma County, OK
Horseshoe Lake 7	217	217	Oklahoma County, OK
Horseshoe Lake 8	387	387	Oklahoma County, OK
Horseshoe Lake 9	45.5	45.5	Oklahoma County, OK
Horseshoe Lake 10	45.5	45.5	Oklahoma County, OK
McClain 1	112.26	135	McClain County, OK
McClain 2	114.34	136	McClain County, OK
McClain 3	129	129	McClain County, OK
Muskogee 4	510.5	510.5	Muskogee County, OK
Muskogee 5	521.6	521.6	Muskogee County, OK
Muskogee 6	515	515	Muskogee County, OK
Mustang 1	53	53	Canadian County, OK
Mustang 2	53	53	Canadian County, OK
Mustang 3	117.5	117.5	Canadian County, OK

	Maximum Net Dependable Capacity		
Network Resource	**Summer**	**Winter**	**Location**
Mustang 4	250	250	Canadian County, OK
Seminole 1	522	522	Seminole County, OK
Seminole 2	500.5	500.5	Seminole County, OK
Seminole 3	519	519	Seminole County, OK
Sooner 1	535	535	Noble County, OK
Sooner 2	537	537	Noble County, OK
Tinker 5A	31	31	Oklahoma County, OK
Tinker 5B	33	33	Oklahoma County, OK
Centennial Wind	8	8	Centennial Wind Note: Firm transmission for 120 MW
Redbud 1G	80.2	85.2	Okla County, OK
Redbud 1S	72.8	77.4	Okla County, OK
Redbud 2G	79.7	84.7	Okla County, OK
Redbud 2S	72.5	77.1	Okla County, OK
Redbud 3G	79.9	85.0	Okla County, OK
Redbud 3S	72.1	76.6	Okla County, OK
Redbud 4G	79.9	84.9	Okla County, OK
Redbud 4S	72.2	76.8	Okla County, OK
Units under Contract			
Wind Energy Purchase Agreement between Oklahoma Gas and Electric Company and FPL Energy Sooner Wind, LLC dated June 6th, 2003	3	15	Woodward county, OK Note: Firm transmission for 51 MW
Power Sales Agreement between Oklahoma Gas and Electric Company and AES-Shady Point, Inc dated July 22, 1985 AES 1G	160	160	LeFlore County, OK
Power Sales Agreement between Oklahoma Gas and Electric Company and AES-Shady Point, Inc dated July 22, 1985 AES 2G	160	160	LeFlore County, OK
Power Sales Agreement between Powersmith Cogeneration Project Limited Partnership and Oklahoma Gas and Electric Company dated June 7, 2004 SMITH 1G	68	68	Oklahoma County, OK

	Maximum Net Dependable Capacity		
Network Resource	**Summer**	**Winter**	**Location**
Power Sales Agreement between Powersmith Cogeneration Project Limited Partnership and Oklahoma Gas and Electric Company dated June 7, 2004 SMITH 1S	52	52	Oklahoma County, OK
Contract between Southwestern Power Administration and Oklahoma Gas and Electric Company dated June 1, 1998	6	6	Firm Power
OU Spirit Wind	3.6	3.6	Woodward County, OK Note: Firm transmission for 120 MW
Keenan Wind	4.6	4.6	Woodward County, OK 0 MW of net dependable capacity with 152 MW of firm transmission rights Term of service is 4/1/2011 to 4/1/2031
Taloga Wind	3.9	3.9	Dewey County, OK 0 MW of net dependable capacity with 130 MW of firm transmission rights Term of service is 4/1/2011 to 4/1/2031
Crossroads Wind 1	5.94	5.94	Dewy County, OK 0 MW of net dependable capacity with 198 MW of firm transmission rights Term of service: 6/1/12 to 6/1/2037
Crossroads Wind 2	0.9	0.9	Dewy County, OK 0 MW of net dependable capacity with 30 MW of firm transmission rights Term of service: 6/1/2012 to 6/1/2037
Cowboy Wind	1.8	1.8	Kay County, OK 0 MW of net dependable capacity with 60 MW of firm transmission rights Term of service: 5/1/2014 to 12/19/2032

Appendix 2

Receipt Points of

OKLAHOMA GAS AND ELECTRIC COMPANY

APPENDIX 2 OKLAHOMA GAS AND ELECTRIC COMPANY RECEIPT POINTS

Tieline / Plant Name	Ownership	Voltage (kV)	Rating (MVA)
Generation Ties			
Horseshoe Lake	OKGE	69	
Horseshoe Lake	OKGE	138	
Horseshoe Lake	OKGE	345	
McClain	OKGE	138	
Muskogee	OKGE	69	
Muskogee	OKGE	161	
Muskogee	OKGE	345	
Mustang	OKGE	69	
Mustang	OKGE	138	
Seminole	OKGE	138	
Seminole	OKGE	345	
Enid	OKGE	69	
Sooner	OKGE	138	
Sooner	OKGE	345	
Tinker	OKGE	138	
Woodward	OKGE	69	
Woodward	OKGE	138	
Centennial Wind	OKGE	138	
Sooner Wind	OKGE	138	
Shady Point	OKGE	161	
Smith Co gen	OKGE	138	
OU Spirit Wind	OKGE	138	
Redbud	OKGE	345	
Transmission Tie Lines with PSO / SWEPCo(first entry is OG&E)			
Cromwell [515029] - Wetumka Tap [510883]	Metered at OG&E	69	59
Howe Inter [515259] - Midland [507189	Metered at OG&E	69	54
Maud [515055] - Fixico Tap [510877]	Metered at OG&E	138	107
Expl Glenpool [515248] - Riverside [509738]	Metered at PSO	138	357
Cimarron [514901]- Lawton Eastside [511468]	Metered at OG&E	345	956
Seminole [515045] – Pittsburg [510907]	Metered at OG&E	345	956

Appendix 3

Delivery Points of

OKLAHOMA GAS AND ELECTRIC COMPANY

APPENDIX 3
OKLAHOMA GAS AND ELECTRIC COMPANY
DELIVERY POINTS

SPP BUS	BUS NAME	OWNER	VOLTAGE (kV)
	OKGE Zone Load		
514701	BUNCHCK4	OKGE	138
514703	FAIRMNT4	OKGE	138
514710	WAUKOMI4	OKGE	138
514712	FAIRMON4	OKGE	138
514716	SALINE 2	OKGE	69
514717	KREMLIN2	OKGE	69
514718	VANCE 2	OKGE	69
514719	CLYDE 2	OKGE	69
514720	GOLTRY 2	OKGE	69
514723	CLEVLND2	OKGE	69
514724	HEMLOCK2	OKGE	69
514726	CHSTNUT2	OKGE	69
514727	ENID 2	OKGE	69
514728	SINCBLK2	OKGE	69
514731	SO4TH4 4	OKGE	138
514734	GLENWD 4	OKGE	138
514735	TURCRK 2	OKGE	69
514736	4CORNER2	OKGE	69
514738	KOCH 2	OKGE	138
514739	MEDFORD2	OKGE	69
514741	DEERCK 2	OKGE	69
514746	CHERKPL2	OKGE	69
514748	CONTEMP4	OKGE	138
514749	CONOCO24	OKGE	138
514753	CONORTH4	OKGE	138
514758	STDBEAR4	OKGE	138
514761	WHEAGLE4	OKGE	138
514762	3SANDS 2	OKGE	69
514763	CONBLKS2	OKGE	69
514766	ORLANDO2	OKGE	69
514769	NE ENID4	OKGE	138
514771	TANGIER2	OKGE	69
514773	NEWMAN 2	OKGE	69
514774	HENESEY4	OKGE	138
514778	CLECOR4	OKGE	138
514779	WDNITRO2	OKGE	69
514781	CEDARAV2	OKGE	69
514783	WOODWR11	OKGE	24.9
514787	DEWEY 4	OKGE	138
514788	GLASMTN4	OKGE	138
514789	MENOTAP4	OKGE	138
514791	CLEO 2	OKGE	69
514792	ALVAOGE2	OKGE	69
514793	ALINE 2	OKGE	69

SPP BUS	BUS NAME	OWNER	VOLTAGE (kV)
514794	KNOBHIL2	OKGE	69
514795	KNOBHIL4	OKGE	138
514796	IODINE-4	OKGE	138
514799	SNRPMP 4	OKGE	138
514811	OKARCHE2	OKGE	69
514814	KM CIM 2	OKGE	69
514816	YUKON 2	OKGE	69
514817	SVCELRN2	OKGE	69
514818	ELRENO 2	OKGE	69
514819	EL-RENO4	OKGE	138
514821	JENSEN 4	OKGE	138
514822	SOUTHRD4	OKGE	138
514823	ROMNOSE4	OKGE	138
514824	CRESENT2	OKGE	69
514827	CTNWOOD4	OKGE	138
514829	PINE ST4	OKGE	138
514830	FITZGRD4	OKGE	138
514831	WATRLOO4	OKGE	138
514835	MEMRIAL4	OKGE	138
514836	WILSHIR4	OKGE	138
514838	TENNESE4	OKGE	138
514839	BRYANT 4	OKGE	138
514842	CHTWOOD4	OKGE	138
514843	84TH ST4	OKGE	138
514844	BELISLE4	OKGE	138
514845	38TH ST2	OKGE	69
514846	38TH ST4	OKGE	138
514847	TULSA 4	OKGE	138
514849	LAKESID4	OKGE	138
514850	SKYLINE4	OKGE	138
514851	QUAILCK4	OKGE	138
514852	SLVRLAK4	OKGE	138
514853	DVISION4	OKGE	138
514854	BRADEN 4	OKGE	138
514861	MUSTANG4	OKGE	138
514862	RICHRDS	OKGE	138
514863	HAYMAKR4	OKGE	138
514864	PIEDMNT4	OKGE	138
514865	COUNCIL4	OKGE	138
514866	WESTOAK4	OKGE	138
514867	MERIDAN4	OKGE	138
514869	WESTERN4	OKGE	138
514870	STNWAL 4	OKGE	138
514871	PARKPL 4	OKGE	138
514873	LNEOAK 4	OKGE	138
514874	REMNGPK4	OKGE	138
514876	WILROGR4	OKGE	138
514887	WESTMOR4	OKGE	138
514889	CHEMTRN4	OKGE	138
514892	DAYTON 4	OKGE	138
514893	XEROX 4	OKGE	138

SPP BUS	BUS NAME	OWNER	VOLTAGE (kV)
514894	CZECHAL4	OKGE	138
514895	SARA 4	OKGE	138
514896	MORGAN 4	OKGE	138
514903	OUBROOK4	OKGE	138
514904	WESTHSE4	OKGE	138
514913	MAY AVE2	OKGE	69
514914	BETHANY2	OKGE	69
514915	WODLAWN2	OKGE	69
514916	WILROGR2	OKGE	69
514917	MCARTHR2	OKGE	69
514918	SW 64TH2	OKGE	69
514920	SW 5TH 4	OKGE	138
514922	CLASSEN4	OKGE	138
514923	LIGHTCK4	OKGE	138
514925	PENN 4	OKGE	138
514926	SANTAFE4	OKGE	138
514928	SOGATE 4	OKGE	138
514930	OAKTRET4	OKGE	138
514932	MLENIUM4	OKGE	138
514933	DRAPER 4	OKGE	138
514937	HSLWEST2	OKGE	69
514948	CEDARLN4	OKGE	138
514950	WILKINS4	OKGE	138
514951	LITTLAX2	OKGE	69
514952	STUBMAN4	OKGE	138
514955	MOORE 4	OKGE	138
514957	CHERYCK4	OKGE	138
514958	BOYD 4	OKGE	138
514959	FOSTER 4	OKGE	138
514961	GM 4	OKGE	138
514963	TROSPER4	OKGE	138
514964	NE10TH 4	OKGE	138
514966	MIDWAY 4	OKGE	138
514967	ROBINSN4	OKGE	138
514968	CALIF 2	OKGE	69
514969	NE30TH 2	OKGE	69
514971	GRNPAST2	OKGE	69
514973	RENO 4	OKGE	138
514974	DEEPFRK2	OKGE	69
514975	SW22ND 2	OKGE	69
514976	KENTUKY2	OKGE	69
514978	SAGE 2	OKGE	69
514980	SUNNYLN2	OKGE	69
514981	TINKER32	OKGE	69
514982	ELMCRK 2	OKGE	69
514984	WILDMRY4	OKGE	138
514986	GLENDAL4	OKGE	138
514987	DALE 4	OKGE	138
514988	TINKER44	OKGE	138
514990	TINKER24	OKGE	138
514991	LTRVRLK2	OKGE	69

SPP BUS	BUS NAME	OWNER	VOLTAGE (kV)
514992	TURNER 4	OKGE	138
514993	SE15TH 4	OKGE	138
514994	TINKER54	OKGE	138
514995	SPRNGHL2	OKGE	69
514996	ETOWAH 2	OKGE	69
515001	MACOMOC2	OKGE	69
515004	ROSEDAL2	OKGE	69
515006	MORRISN4	OKGE	138
515007	NOBLE 4	OKGE	138
515009	MCELROY4	OKGE	138
515013	MEHAN 2	OKGE	69
515014	KNIPE 2	OKGE	69
515015	SINDRUM2	OKGE	69
515017	CHANDLR2	OKGE	69
515018	ARCO PL2	OKGE	69
515020	PLCNTRT2	OKGE	69
515021	OAKGROV2	OKGE	69
515022	PIPELIN2	OKGE	69
515023	SHELCSH2	OKGE	69
515026	DRMRITE2	OKGE	69
515027	TIGERCK2	OKGE	69
515029	CROMWEL2	OKGE	69
515030	PRINCEV2	OKGE	69
515031	SVCPLDR2	OKGE	69
515032	CUSHING2	OKGE	69
515034	BRISTOW2	OKGE	69
515036	NINTHST	OKGE	69
515038	KRMG TP2	OKGE	69
515047	WARWICK4	OKGE	138
515048	KEYWEST4	OKGE	138
515051	JACKTWN4	OKGE	138
515052	TRIBBEY2	OKGE	69
515054	MAUD 2	OKGE	69
515056	WOLVERN4	OKGE	138
515057	MOBIL 4	OKGE	138
515058	ROCK CK4	OKGE	138
515060	INGLEWD4	OKGE	138
515061	STGREG 4	OKGE	138
515065	MCLOUD 2	OKGE	69
515067	PEARSON2	OKGE	69
515068	SHAWNEE2	OKGE	69
515069	RMINGTN2	OKGE	69
515070	MISSION2	OKGE	69
515072	SINCPAN2	OKGE	69
515077	FIXICO 2	OKGE	69
515078	FIXICO 4	OKGE	138
515079	KOLACHE2	OKGE	69
515081	CYPRESS2	OKGE	69
515082	HOLDNVL2	OKGE	69
515085	EMAHAKA2	OKGE	69
515086	LETHA 2	OKGE	69

SPP BUS	BUS NAME	OWNER	VOLTAGE (kV)
515088	LTRIVER2	OKGE	69
515089	WEWOKA 2	OKGE	69
515090	STLOUIS2	OKGE	69
515091	KONOWAP2	OKGE	69
515092	SMNLPMP2	OKGE	69
515093	JUMPRCK2	OKGE	69
515095	SRVCEPL2	OKGE	69
515096	SASAKWA2	OKGE	69
515097	WLNUTCK4	OKGE	138
515098	AMOCOT 2	OKGE	69
515101	PAULSVL2	OKGE	69
515102	ADA OC 2	OKGE	69
515103	RUSHCRK2	OKGE	69
515104	SHELL 2	OKGE	69
515107	SUN OIL2	OKGE	69
515108	KMWYNNE2	OKGE	69
515109	KMREF 2	OKGE	69
515111	DAVS 2	OKGE	69
515112	SULPHR 2	OKGE	69
515114	CHIGLEY4	OKGE	138
515118	JOLLYVL4	OKGE	138
515120	RUSSET-4	OKGE	138
515124	MAYSVIL4	OKGE	138
515125	WILDHRS2	OKGE	69
515126	CONTYLN2	OKGE	69
515129	RATLIFF4	OKGE	138
515130	POOLVIL4	OKGE	138
515131	FOX 4	OKGE	138
515132	DUNDEE 4	OKGE	138
515133	BLUERIV4	OKGE	138
515134	PRARPNT4	OKGE	138
515137	UNIROY 4	OKGE	138
515139	HEALDTN2	OKGE	69
515142	DILLARD4	OKGE	138
515143	WOLFCRK4	OKGE	138
515144	LONEGRV4	OKGE	138
515146	SINCLAR2	OKGE	69
515147	GLASSES4	OKGE	138
515148	MOBILOL2	OKGE	69
515150	CANEYCK4	OKGE	138
515151	LTLCITY4	OKGE	138
515154	EXPLRPL4	OKGE	138
515155	BODLE 4	OKGE	138
515156	BODL 4	OKGE	138
515157	BROWN 4	OKGE	138
515158	RATLIFF2	OKGE	69
515160	MRIETA 2	OKGE	69
515161	AIRPARK4	OKGE	138
515165	TOTAL 4	OKGE	138
515166	ARDMORE2	OKGE	69
515167	TOWERHT2	OKGE	69

SPP BUS	BUS NAME	OWNER	VOLTAGE (kV)
515168	HARRIS 2	OKGE	69
515171	CHIKSAW4	OKGE	138
515173	BERWYN 4	OKGE	138
515174	VANOSS 4	OKGE	138
515175	IDEAL 2	OKGE	69
515176	BUTRFLD4	OKGE	138
515178	PARKLN 4	OKGE	138
515179	BYNGSPA2	OKGE	69
515182	VALLYVU2	OKGE	69
515183	SOCPUMP2	OKGE	69
515184	MSKPORT5	OKGE	161
515185	FRISCCO2	OKGE	69
515186	HARDEN 2	OKGE	69
515188	AHLOSO 2	OKGE	69
515193	COLBRT-4	OKGE	138
515194	LAKEARB2	OKGE	69
515195	PRICESF2	OKGE	138
515196	MILLCRK4	OKGE	138
515198	PORUM 2	OKGE	69
515199	MUSKWW 2	OKGE	69
515200	KELLYVL4	OKGE	138
515201	CHECOTA2	OKGE	69
515202	WELLS 2	OKGE	69
515203	WEBBRFL2	OKGE	69
515204	MUSKAB 2	OKGE	69
515205	RVRSID 2	OKGE	69
515206	ILLINOI2	OKGE	69
515208	FANST 2	OKGE	69
515209	CALLERY2	OKGE	69
515213	WARNER 2	OKGE	69
515216	HONORHT2	OKGE	69
515217	TENYSON2	OKGE	69
515219	POLECAT4	OKGE	138
515229	AGENCY 2	OKGE	69
515231	HILLTOP2	OKGE	69
515236	SAPULPA2	OKGE	69
515237	TIBBENS4	OKGE	138
515238	VIAN 2	OKGE	69
515239	BIXBY 2	OKGE	69
515240	JAMESVL2	OKGE	69
515243	BOWDEN 4	OKGE	138
515244	HICKORY4	OKGE	138
515245	LONESTR4	OKGE	138
515247	BEELINE4	OKGE	138
515248	EXPLGLN4	OKGE	138
515249	BEGGS 4	OKGE	138
515250	HANCOK-5	OKGE	161
515251	EUCLID 5	OKGE	161
515252	ROSSLAK5	OKGE	161
515255	SEQUOYA2	OKGE	69
515256	MULDROW2	OKGE	69

SPP BUS	BUS NAME	OWNER	VOLTAGE (kV)
515257	ROLANRD2	OKGE	69
515260	HOWESW 2	OKGE	69
515264	TARBY 5	OKGE	161
515269	SPIROCL2	OKGE	69
515272	PANAMA 2	OKGE	69
515274	CAVANAL2	OKGE	69
515275	POTEAU 2	OKGE	69
515278	HEAVENR2	OKGE	69
515280	YAFFE 2	OKGE	69
515283	CAVANGH2	OKGE	69
515284	SO SIDE2	OKGE	69
515287	CARNALL2	OKGE	69
515288	PARKVU 2	OKGE	69
515289	ALBRTPK2	OKGE	69
515290	BELLAVE2	OKGE	69
515291	WHEELER2	OKGE	69
515292	FACTORY2	OKGE	69
515295	EXPOPRK2	OKGE	69
515296	SPALDNG2	OKGE	69
515298	VBAVEC 2	OKGE	69
515306	ARKOMA 5	OKGE	161
515307	3RDST 2	OKGE	69
515309	ALCOA 5	OKGE	161
515310	QUANXTP5	OKGE	161
515311	BARLING5	OKGE	161
515312	SHORTMT2	OKGE	69
515315	OAKPARK5	OKGE	161
515325	HELBERG2	OKGE	69
515328	IGO 2	OKGE	69
515330	ALTUS 2	OKGE	69
515332	SIMMONS5	OKGE	161
515334	ALMA 5	OKGE	161
515341	WHITESD5	OKGE	161
515343	MASSARD5	OKGE	161
515345	COLONY 5	OKGE	161
515349	BATTLEF5	OKGE	161
515350	NITROUS5	OKGE	161
515351	GERBER	OKGE	161
515360	TWNBRDG5	OKGE	161
515723	5TRIBES1	OKGE	13.2
515736	MAUD 1	OKGE	13.2
515753	RENO 1	OKGE	13.8
515772	BRANCH31	OKGE	34.5
515775	CARNAL11	OKGE	34.5
515777	ETNA 11	OKGE	34.5
515779	LSPADR21	OKGE	34.5
515783	SHORTM11	OKGE	34.5
515789	BRANCH61	OKGE	34.5
	AEP Zone		
510862	COALGAT4 138.00	AEP	138

SPP BUS	BUS NAME	OWNER	VOLTAGE (kV)
515460	TALBEAR4	OKGE	138
510879	ATOKA P2 69.000	AEP	69
	Western Farmers Control Area		
515370	BlueBrd4	WFEC	138

Attachment A

Redispatch Required for Transmission Service

Request	Limiting Facility	Direction of Flow	Upgrade(s)	Relief Amount	Outage(s)	Season of Relief
75081760 (Studied as 73439915)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	3.6	CEDARDALE - MOORELAND 138KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	1.4	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	4.1	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	1.5	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	1.5	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	4.1	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade

75081760 (Studied as 73439915)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Upgrade Set 1: Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC Line - Woodward - Comanche County 345 kV dbl ckt MKEC Line - Woodward - Comanche County 345 kV dbl ckt OKGE XFR - Medicine Lodge 345/138 kV	4.1	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Upgrade Set 1	4	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Upgrade Set 1	4	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Upgrade Set 1	18	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Upgrade Set 1	21	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Upgrade Set 1	21	WWRDEHV7 345.00 (WWDEHV)345/138/13.8KVTRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	15	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade

75081760 (Studied as 73439915)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	21	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	15	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	21	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	15	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	21	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Upgrade Set 1	3.5	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Upgrade Set 1	3.8	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Upgrade Set 1	3.8	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	2.9	DEWEY - SOUTHARD 138KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	3.7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade

75081760 (Studied as 73439915)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	3.3	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	3.7	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	3.7	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	3.3	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	ARCADIA (ARCADIA2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	ARCADIA (ARCADIA2) 345/138/13.8KV TRANSFORMER CKT 1 Accelerated	8.4	ARCADIA (ARCADIA3) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	ARCADIA (ARCADIA3) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	ARCADIA (ARCADIA2) 345/138/13.8KV TRANSFORMER CKT 1 Accelerated	4.7	ARCADIA (ARCADIA2) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	6	CEDARDALE - MOORELAND 138KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	1.8	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	5.2	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	2	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade

75081770 (Studied as 73439927)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	1.9	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	5.2	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Upgrade Set 1	2.8	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Upgrade Set 1	2.8	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Upgrade Set 1	2.8	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Upgrade Set 1	4.9	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Upgrade Set 1	5.9	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Upgrade Set 1	5.9	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	10	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	15	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	11	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade

75081770 (Studied as 73439927)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	15	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	15	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	11	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	ARCADIA (ARCADIA2) 345/138/13.8KV TRANSFORMER CKT 1 Accelerated	3.9	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Upgrade Set 1	4.4	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Upgrade Set 1	4.8	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Upgrade Set 1	4.9	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	10	DEWEY - SOUTHARD 138KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	8.4	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	8.3	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade

75081770 (Studied as 73439927)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	7.5	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	8.3	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	7.5	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	11.4	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	25.7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

76658132 (Studied as 74032254)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	11.7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	6/1/16 - 10/1/16
76658132 (Studied as 74032254)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	46.4	NORTHWEST - TATONGA7 345.00 345KV CKT 1	12/1/16 - 4/1/17

76658132 (Studied as 74032254)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	46.2	NORTHWEST - TATONGA7 345.00 345KV CKT 1	6/1/16 - 10/1/16
76658132 (Studied as 74032254)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	47	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade

76658132 (Studied as 74032254)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	46.3	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	8.9	NORTHWEST - TATONGA7 345.00 345KV CKT 1	12/1/16 - 4/1/17

76658132 (Studied as 74032254)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	38.2	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	8.9	NORTHWEST - TATONGA7 345.00 345KV CKT 1	6/1/16 - 10/1/16

76658132 (Studied as 74032254)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	38	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	12	NORTHWEST - TATONGA7 345.00 345KV CKT 1	12/1/16 - 4/1/17

76658132 (Studied as 74032254)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	34	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	119	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

76658132 (Studied as 74032254)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	118.9	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	34	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

76658132 (Studied as 74032254)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	34	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	34	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade

76658132 (Studied as 74032254)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	25.9	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	11.1	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	6/1/16 - 10/1/16
76658132 (Studied as 74032254)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	11.2	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	6/1/16 - 10/1/16
76658132 (Studied as 74032254)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	20.7	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	11.2	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	11.2	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade

76658132 (Studied as 74032254)	ELK CITY - RED HILLS WIND 138KV CKT 1	TO->FROM	TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS	2.1	FINNEY SWITCHING STATION - Hitchland Interchange 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	ELK CITY - RED HILLS WIND 138KV CKT 1	TO->FROM	TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS	7.3	BASE CASE	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	1.7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	1.7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	7.1	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade

76658138 (Studied as 74032269)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	3.9	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	6/1/16 - 10/1/16

76658138 (Studied as 74032269)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	1.8	NORTHWEST - TATONGA7 345.00 345KV CKT 1	12/1/16 - 4/1/17
76658138 (Studied as 74032269)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade

76658138 (Studied as 74032269)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	1.3	NORTHWEST - TATONGA7 345.00 345KV CKT 1	12/1/16 - 4/1/17
76658138 (Studied as 74032269)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	5.8	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

76658138 (Studied as 74032269)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	1.4	NORTHWEST - TATONGA7 345.00 345KV CKT 1	6/1/16 - 10/1/16
76658138 (Studied as 74032269)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	5.8	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade

76658138 (Studied as 74032269)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	1.8	NORTHWEST - TATONGA7 345.00 345KV CKT 1	6/1/16 - 10/1/16
76658138 (Studied as 74032269)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	18	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

76658138 (Studied as 74032269)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	18	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	5.2	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

76658138 (Studied as 74032269)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	5.2	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	12/1/16 - 4/1/17

76658138 (Studied as 74032269)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	3.9	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	5.2	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade

76658138 (Studied as 74032269)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	5.2	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	1.7	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	6/1/16 - 10/1/16
76658138 (Studied as 74032269)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	1.7	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	6/1/16 - 10/1/16
76658138 (Studied as 74032269)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	3.1	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	1.7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	1.7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade

76658138 (Studied as 74032269)	ELK CITY - RED HILLS WIND 138KV CKT 1	TO->FROM	TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS	1.1	BASE CASE	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
79452525 (Studied as 76571379)	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	1.6	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	6/1/14 - 10/1/14
79452525 (Studied as 76571379)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	5.1	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	6/1/14 - 10/1/14
79452525 (Studied as 76571379)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	5.3	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	12/1/14 - 4/1/15

Appendix 4

Interconnection and Local Delivery Service Agreement

between

American Electric Power Service Corporation

and

Oklahoma Gas and Electric Company

INTERCONNECTION AND LOCAL DELIVERY SERVICE AGREEMENT

This Interconnection and Local Delivery Service Agreement including all appendices referenced and attached ("Agreement") is entered into this 1st day of September 2008, by and between Oklahoma Gas and Electric Company ("OGE" or "Customer"), and American Electric Power Service Corporation, as Designated Agent for the AEP Operating Companies[1] ("AEP"), being sometimes herein referred to collectively as the "Parties" or singularly as a "Party". In consideration of the mutual covenants and agreements herein, it is agreed as follows:

WITNESSETH:

WHEREAS, the AEP companies are wholly owned subsidiaries of American Electric Power Company, Inc., owning and operating, *inter alia,* electric facilities for, and engaged in, the generation, transmission, distribution and sale of electric power and energy;

WHEREAS, Customer is an electric utility engaged in the generation, purchase, sale, transmission and/or distribution of electric power and energy**;** and

WHEREAS, Southwest Power Pool, Inc. ("SPP"), is a Regional Transmission Organization ("RTO"), offering transmission service to eligible customers, and having functional control over the AEP West Zone transmission network ("Transmission Provider"); and

WHEREAS, the Parties wish to establish the terms and conditions of the local delivery services as defined under this Interconnection and Local Delivery Service Agreement ("ILDSA") that AEP will provide to Customer in coordination with, but separate from, the transmission service that will be provided by the SPP RTO;

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

Article 1. Applicable Tariffs

1.1 Applicability of Tariffs: During the term of this Agreement, as it may be amended from time to time, AEP agrees to provide Interconnection and Local Delivery Services for the Customer, and the Customer agrees to pay for such services the charges identified in Attachment 1 hereto and such other charges as shall be applicable hereunder, in accordance with this Agreement and the applicable provisions of the Open Access Transmission Tariff of the AEP System ("AEP Tariff") and as to certain provisions referenced herein, the Open Access Transmission Tariff of the SPP

[1] Public Service Company of Oklahoma and Southwestern Electric Power Company both of which do business in the SPP as AEP.

RTO ("SPP Tariff"), as each tariff shall at any time during the term of this Agreement be on-file and accepted by the Federal Energy Regulatory Commission ("Commission"), including any applicable Schedules and Attachments appended to such tariffs. Interconnection and Local Delivery Services means services described herein which are subject to the jurisdiction of the Commission but not provided by the SPP RTO under the SPP Tariff. AEP shall not provide any services or make any charges hereunder that are provided or charged by the SPP RTO under the SPP Tariff or that would be provided or charged under the AEP Tariff. Capitalized terms that are not defined within this Agreement shall have the meanings as specified in the SPP Tariff or the AEP Tariff as applicable.

1.2 Governance over Conflicts: The terms and conditions of such Interconnection and Local Delivery Services shall be governed by this Agreement and the AEP Tariff, as it exists at the time of this Agreement, or as hereafter amended. The AEP Tariff, as it currently exists or as hereafter amended, is incorporated in this Agreement by reference. In the case of any conflict between this Agreement and the AEP Tariff or SPP Tariff, the AEP Tariff or SPP Tariff shall control, except that the SPP Tariff shall control if the AEP Tariff and the SPP Tariff are in conflict.

Article 2. Delivery Points

2.1 Existing Delivery Points: Unless the Parties shall subsequently otherwise agree, the existing facilities connecting the Customer's (or its members') power delivery facilities to the AEP power delivery facilities ("Delivery Points") listed in Attachment 1, and illustrated in corresponding one line diagram(s) contained in Attachment 2, shall be continued in service. The Customer and AEP shall endeavor to operate their respective facilities in continuous synchronism through such Delivery Points as shall from time to time be established by mutual agreement between the Parties. AEP and the Customer, acting through its members if applicable, to the extent practicable, shall each maintain the facilities on their respective sides of such points, and future points of delivery as may be established from time to time in accordance with Good Utility Practice, in order that said facilities will operate in a reliable and satisfactory manner, and without material reduction in their intended capacity or purpose.

If the function of any such facility is impaired or the capacity of any point of delivery is reduced or such synchronous operation at any point of delivery becomes interrupted, either manually or automatically, as a result of *Force Majeure* or maintenance coordinated by the Parties, AEP and the Customer, acting through its members if applicable, shall cooperate to remove the cause of such impairment, interruption or reduction, so as to restore normal operating conditions expeditiously.

Notwithstanding this or any other provision of this Agreement, AEP shall retain the sole responsibility and authority for operating decisions as they relate to the integrity and security of the AEP system.

2.1.1 Interruption or Reduction of Service at the Delivery Points: The continuity of service at any Delivery Point provided under this Agreement may be interrupted or reduced, (a) by operation of automatic equipment installed for power system protection, (b) after consultation with the affected Party, if practicable, at any time that a Party deems it desirable for installation, maintenance, inspection, repairs, or replacement of equipment, and (c) at any time that in the judgment of the interrupting Party such action is necessary to protect personnel or the public, preserve the integrity of, or to prevent or limit any instability on, or to avoid a burden on, their respective system or prevent damage to equipment.

2.2 Changes in Delivery Points and Local Delivery Facilities: When it becomes necessary or desirable to make changes in the Delivery Point facilities, to upgrade, retire, replace or establish a new Delivery Point, including metering or other facilities at such location, the provisions of this Section shall apply.

2.2.1 Study Requests for Changes in Delivery Facilities: The Customer shall make requests for changes in local delivery facilities, including facility upgrades, retirements and replacements, or the establishment of any new Delivery Point in writing to AEP, delivered to Manager, Transmission and Interconnection Services, and to Manager, Southwest Transmission Planning. If applicable, AEP will coordinate with the SPP regarding studies that are required to evaluate such requests. If applicable, Customer agrees to enter into agreements with SPP for SPP to study such requests. A request for a new Delivery Point or modification of an existing Delivery Point should include, at a minimum, the following information:

a) Nature of the change such as: modifications to an existing Delivery Point, new Delivery Point, increased capacity, and retirement, etc.;
b) Location of the Delivery Point;
c) Voltage class of the Delivery Point;
d) Specific AEP transmission facility that the Delivery Point is to be connected to;
e) Amount of load to be served by the Delivery Point for the first 5 years;
f) Specific modifications to an existing Delivery Point, if applicable; and
g) Desired in-service date.

2.2.2 System Impact Study: Unless otherwise mutually agreed, AEP shall respond within five (5) Business Days of receipt of such a request and provide a System Impact Study ("SIS") Agreement and a list of any additional information that AEP would require from the Customer to proceed with such study. The study agreement shall commit the Customer to pay AEP the actual cost to complete the study and make an advance deposit equal to the estimated study cost or $25,000, which ever is less. The Customer shall execute and deliver the SIS Agreement and required deposit to AEP within thirty (30) Calendar Days following its receipt. Upon receipt of the executed study agreement, study data, and the required deposit, AEP shall carry out the SIS. In the SIS, AEP shall assess the feasibility of modifying an existing Delivery Point or establishing the new Delivery Point using power flow and short circuit analyses and any other analyses that may be appropriate.

If the Customer fails to return an executed SIS Agreement within thirty (30) Calendar Days of receipt or at a later date as the Parties may mutually agree, AEP shall deem the study request to be withdrawn. The Customer may withdraw its study request at any time by written notice of such withdrawal to AEP.

AEP shall issue a report to the Customer within sixty (60) Calendar Days of the receipt of an executed SIS Agreement, or at a later date as the Parties may mutually agree. If AEP is unable to complete such study in the allotted time, AEP shall provide an explanation to the Customer regarding the cause(s) of such delay and a revised completion date and study cost estimate.

Upon completion of the SIS, the Customer shall reimburse AEP for the unpaid cost of the SIS if the cost of the study exceeds the deposit. AEP shall refund the Customer, with interest, any portion of the deposit that exceeds the cost of the SIS. Or, at the written request of the Customer, AEP shall apply the remaining balance to the Facilities Study. The interest rate will be computed in accordance with 18 C.F.R. § 35.19a(a)(2).

2.2.3 Facilities Study: Following the completion of the SIS, AEP shall provide to the Customer a Facilities Study ("FS") Agreement. The FS Agreement shall provide that the Customer shall compensate AEP for the actual cost of the FS. The Customer shall execute the FS Agreement and deliver the executed FS Agreement to AEP within thirty (30) Calendar Days following its receipt together with the required technical data and deposit in an amount equal to the estimated cost of the FS or $25,000, which ever is less. The FS shall determine the details and estimated cost of facilities necessary for establishing the requested Delivery Point and any system additions/upgrades needed to address any problems identified in the SIS. AEP shall complete the study and issue a FS report to the Customer within ninety (90) Calendar Days after receipt of an executed FS Agreement, deposit and necessary data, or at a later date as the Parties may mutually agree.

If the Customer fails to return an executed FS Agreement within thirty (30) Calendar Days of receipt or at a later date as the Parties may mutually agree, AEP shall deem the study request to be withdrawn. The Customer may withdraw its study request at any time by written notice of such withdrawal to AEP.

The results of the FS shall be valid for a period of one year from the date the FS report is delivered to Customer. If the Customer delays for more than one year the continuation of the process for establishment of a new Delivery Point by failing to execute a Facilities Agreement (as described in Section 2.3), the Customer's request shall be deemed withdrawn and a new request and potentially new SIS and FS shall be required.

Upon completion of the FS, the Customer shall reimburse AEP for the unpaid cost of the FS if the cost of the FS exceeds the deposit. AEP shall refund the Customer, with interest, any

portion of the deposit that exceeds the cost of the FS. The interest rate will be computed in accordance with 18 C.F.R. § 35.19 a(a)(2).

2.2.4 Expedited System Study("ES Study"): If AEP determines, based on Good Utility Practice, that minimum efforts are needed to carry out the requested Delivery Point modifications/additions, AEP shall, upon request by the Customer, offer a single agreement covering the System Impact Study and Facilities Study, the "Expedited System Study Agreement." The Expedited System Study Agreement shall commit the Customer to pay AEP the actual cost to complete the ES Study and to make an advance deposit equal to the estimated study cost or $25,000, which ever is less.

If the Customer fails to return an executed Expedited System Study Agreement within thirty (30) Calendar Days of receipt along with the required deposit, or at a later date as the Parties may mutually agree, AEP shall deem the ES Study request to be withdrawn. The Customer may withdraw its ES Study request at any time by written notice of such withdrawal to AEP. AEP shall complete the ES Study and issue an ES Study report to the Customer within sixty (60) Calendar Days after receipt of an executed Expedited System Study Agreement, deposit and necessary data, or at a later date as the Parties may mutually agree.

Upon completion of the ES Study, the Customer shall reimburse AEP for the unpaid cost of the ES Study if the cost of the ES Study exceeds the deposit. AEP shall refund the Customer, with interest, any portion of the deposit that exceeds the cost of the ES Study. The interest rate will be computed in accordance with 18 C.F.R. § 35.19 a(a)(2).

2.2.5 Modifications to Study Request: During the course of a System Impact Study, Facilities Study, or Expedited System Study, either the Customer or AEP may identify desirable changes in the planned facilities that may improve the costs and/or benefits (including reliability) of the planned facilities. To the extent the revised plan and study schedule are acceptable to both AEP and the Customer, such acceptance not to be unreasonably withheld, AEP shall, at Customer's Expense, proceed with any necessary restudy.

2.3 <u>Engineering, Design and Construction of New Facilities</u>: If, pursuant to a request by the Customer, AEP agrees to provide engineering, design and construction of facilities described in the final study report, a facilities agreement ("Facilities Agreement") shall be executed by the Customer and AEP specifying the terms and conditions. Each such Facilities Agreement will be incorporated into this Agreement, initially as an attachment hereto, and after project completion through inclusion in Attachment 1 and Attachment 2. Following the execution of the Facilities Agreement, the receipt of any outstanding technical information, deposit or instrument or showing that Customer meets the financial creditworthiness requirements of the AEP Tariff Section 11 ("Creditworthiness"), AEP will proceed with the engineering, design, and procurement activities to construct, reconfigure, upgrade, replace, or retire such local delivery or other facilities. All

Facilities Agreements for Delivery Points existing as of the date of this Agreement and described in Attachment 1 shall remain in full force and effect in accordance with their terms.

2.4 Cost Recovery Protection: Pursuant to this Agreement, AEP and Customer will cooperate regarding the planning, provision and utilization of transmission and local delivery facilities needed to reliably deliver power and energy to Customer's loads connected to AEP's facilities. As such, AEP may be required to construct or otherwise expand transmission and local delivery facilities, predicated upon Customer's planned use of such facilities, including the Customer's planned use of external and internal generating capacity. If the Customer alters its use of the transmission and/or local delivery service facilities, through the transfer of load to the system of another service provider, AEP shall be entitled to compensation for "Stranded Costs" to the extent such load transfer causes AEP's revenues to be reduced. Any such claim for Stranded Costs by AEP shall be net of the present value of any incremental transmission revenue that AEP will receive by providing transmission or local delivery service to other customers using the transmission or local delivery capacity freed up by the Customer's load change. To the extent practicable, AEP will make efforts to find customers to take the available transmission service to minimize the stranded cost recovery on a case by case basis. AEP will make a Section 205 filing under part 35 of Commission's regulations to seek Commission authorization for any Stranded Cost recovery, identifying the facilities and voltages and recovery support for the cost and duration of the recovery period. This Section 2.4 shall not apply if Customer is making payments pursuant to Section 2.5 or Section 2.6.

2.5 Abandonment of Exclusive-Use Facilities: In the event Customer abandons a Delivery Point that is exclusively dedicated to service to Customer, Customer shall pay AEP the depreciated book value plus removal cost less salvage value of equipment used exclusively to supply Customer or Customer may purchase such facilities at depreciated book value provided Customer removes or otherwise disconnects such facilities from a direct connection to the AEP system.

2.6 Abandonment of Joint-Use Facilities and Reductions in Load: If a Party abandons a Delivery Point that is used to supply the retail loads of both Parties or if it removes load from such a Delivery Point, for each of the next two (2) years following such abandonment or reduction in loading, the Party initiating the change shall continue to bear the same cost for its share of any joint-use distribution-related facilities.

2.7 In-Line Facilities: Except as provided in Attachment 5, AEP shall have the sole right to operate, maintain, and at its option, to own any facilities that are required to be installed in-line with AEP's facilities and that may affect the continuity and reliability of AEP facilities that provide or protect service to other customers.

2.8 Connection Guide: The requirements for connection of non-generating facilities to the AEP West transmission system are contained in the AEP document "Guidelines for Generation, Transmission and Transmission Electricity End-Users Interconnections Facilities", referred to herein as the "Connection Guide" and the "AEP Guide for Application of In-Line Manual Air Break Switches, Automatic Air Break Switches or Circuit Breakers Switching Guidelines", referred to as

the "Switching Guide". Copies of these documents can be obtained from AEP Transmission Planning.

Article 3. Local Delivery Services

3.1 Measurement of Load At Each Delivery Point: The Customer's load, kW, kWh and kVAr at each Delivery Point shall be measured at least on an hourly integrated basis, by suitable revenue grade metering equipment. The measurements taken and required metering equipment shall be as needed for all settlement purposes under this Agreement, the AEP Tariff and the SPP Tariff and in accordance with the AEP standards and practices as contained in the Connection Guide. At points where power may flow to and from the Customer, separate measurements shall be obtained for each direction of flow. Any necessary metered data shall be made available with such frequency and at such times as may be required by AEP, Customer, and SPP in suitable electronic format. If AEP, Customer or SPP requires real-time load or facility status information from any Delivery Point, the other Party shall cooperate, to the extent necessary, in order that such monitoring and telecommunications equipment, as shall be needed for such purpose may be installed and maintained during normal business hours common to AEP and Customer. AEP shall provide to Customer, on a monthly basis by the fifth (5^{th}) Business Day after the end of the prior month, such data as required for billing. Customer shall compensate AEP for metering and meter data processing services as specified in Attachment 1 of this Agreement.

Customer will be permitted to remotely interrogate any delivery point meter for the purpose of obtaining load data and, if available, power quality data through read-only access via the AEP delivery point meter modem and telephone circuit or real time Supervisory Control and Data Acquisition ("SCADA") system equipment. At the request of Customer, AEP will cooperate on the installation of "smart" technology metering in place of the standard metering equipment at a delivery point, provided; however, that AEP shall not be obligated to install, operate or maintain any meter or related equipment that is not approved for use on the AEP System. AEP will also cooperate with Customer on the installation of any additional telephone circuit(s) and/or satellite communications devices with associated data circuits or other mode(s) of communications and allow for the connection of such meter communications circuit(s) to the Customer's real time SCADA system equipment, provided that such equipment connections and communications can be accomplished in a manner that does not interfere with the operation of AEP equipment or fulfillment of any statutory or contractual obligation. If the potential for such interference exists, AEP will work with the Customer, through reasonable measures, to resolve such metering and/or communications issues. As with standard metering, Customer will bear all costs associated with smart technology metering, additional communication, and/or SCADA equipment it requests.

3.2 Compensation for Local Delivery Services: The Customer shall, to the extent consistent with Federal Energy Regulatory Commission Policy, reimburse AEP its costs associated with new and existing facilities, not otherwise recovered through the transmission charges under the SPP Tariff, either through monthly charges agreed to by the Parties which charges shall be specified in Attachment 1 or, at AEP's option, pursuant to the Formula Rate for Facility Construction, Operation and Maintenance contained in Attachment 4 to this Agreement. The Parties shall mutually agree upon the provision and cost of providing such distribution facilities as may be necessary to maintain reliable service to the Delivery Points.

3.3 Local Reactive Power Services: Load power factor charges will be assessed to the Customer pursuant to the following Delivery Point power factor clause based on the hourly kW and kVAr demand metered at the Delivery Points as follows:

The maximum hourly reactive power (kVAr) demand, both leading and lagging will be measured each month at each Delivery Point. When multiple Delivery Points are operated as closed loops, the real and reactive power measurements will be combined for the purpose of this provision. Customer will incur no charges for power factor if the maximum leading and lagging kVAr demand at each Delivery Point is managed, so as not to exceed 20% of the real power (kW) demand in the same hourly intervals. Charges will be assessed for leading and/or lagging kVAr demand at each Delivery Point if the maximum hourly value of such demand exceeds 20% of the kW demand in the same interval. The charges will be $0.30/kVAr for all leading and/or lagging kVAr demand in excess of 20% of the corresponding kW demand, provided; however, that when the kVAr demand exceeds 50% of the kW demand, the charge will be $0.50/kVAr, for all kVAr, leading and/or lagging, in excess of 20% of the corresponding kW demand.

3.4 Losses: The Customer's load shall be adjusted, for settlement purposes, to include AEP West Zone transmission and distribution losses, as applicable. Presently, the Commission approved transmission loss factor for the AEP West Zone is 2.9% of energy received by AEP for transmission to the Customer's Delivery Points (1/(1-.029)-1=2.987% of delivered energy). Distribution losses shall be assessed, where applicable, at the rates as specified in Attachment 1. To the extent Customer's load at any Delivery Point is supplied from behind the meter generation, losses shall be assessed only for the net load delivered to such Delivery Points by AEP.

3.5 Maintenance of Local Delivery Point Facilities: If pursuant to a request by Customer, AEP constructs facilities and is reimbursed by Customer at cost, such cost will be calculated pursuant to the AEP Formula Rate for Facility, Construction, Operation, and Maintenance charges, attached hereto as Attachment 4, unless the Parties otherwise agree. When AEP provides operation and maintenance ("O&M") services for any Delivery Point and/or distribution facilities owned by the Customer, or its members if applicable, such service will be made pursuant to any repair and maintenance agreement ("O&M Agreement") that may exist between Customer and AEP, or to Attachment 3 of this Agreement.

3.6 Operational Access and Control: Except as provided in Attachment 5, AEP shall have the sole right to enter upon, test, operate and control the facilities covered by this Agreement that are owned by AEP. The right to test, operate and control said facilities includes but is not limited to the

power to direct the opening and closing of switches for construction, operation, testing, maintenance and other relevant purposes.

All meters and test switches, whether provided by AEP or Customer, shall be sealed and the seals shall be broken only when the meters are to be tested, adjusted or replaced. The other Party shall be provided as much advance notice as is practicable in the circumstances when the facilities of that Party are to be entered or the seals of any meter are to be broken, and such Party shall be afforded the opportunity to be present during such test, adjustment, repair, replacement.

3.7 Administrative Committee: AEP and Customer shall each appoint a member and at least one alternate to an Administrative Committee, and so notify the other Party of such appointment(s) in writing. Such appointment(s) may be changed at any time by similar notice. Each member and alternate shall be a responsible person familiar with the day-to-day operations of their respective system. Generally, this would mean that the Administrative Committee representative(s) will be employees of AEP and the Customer, or entities represented by the Customer; however, the representative(s) may be accompanied by other experts, appropriate to the matters to be considered

The Administrative Committee shall represent AEP and Customer in all matters arising under this Agreement and which may be delegated to it by mutual agreement of the Parties hereto.

3.7.1 Principal Duties: The principal duties of the Administrative Committee shall be as follows:

a.) To establish operating, scheduling and control procedures as needed to meet the requirements of this Agreement, coordinated operation, and any requirements of the Transmission Provider;

b.) To address issues arising out of accounting and billing procedures;

c.) To coordinate regarding the changing service requirements of the Customer and the course of action the Parties will pursue to meet such requirements;

d.) To coordinate planning, facility construction, and maintenance as appropriate, and to the extent agreed by the Parties; and

e.) To perform such other duties as may be specifically identified in, or required for the proper function of this Agreement.

3.7.2 Administrative Committee Meetings: The Administrative Committee shall meet or otherwise conference at least once each calendar year, or at the request of either Party upon reasonable notice, and each Party may place items on the meeting agenda. All proceedings of the Administrative Committee shall be conducted by its members taking into account the exercise of Good Utility Practice. If the Administrative Committee is unable to agree on any

matter coming under its jurisdiction, that matter shall be resolved pursuant to Section 12.0 of the AEP Tariff, or otherwise, as mutually agreed by Customer and AEP.

Article 4. Customer's Load, Capacity and Other Obligations to the RTO

Unless otherwise agreed, AEP shall have only such responsibilities to assist Customer in meeting its obligations to the RTO, as shall be required pursuant to the SPP Tariff and this Agreement. AEP shall cooperate with SPP and Customer (or Customer's designated Scheduling and/or Metering Agents) to the extent necessary and appropriate to ensure that data that SPP and AEP require is available.

4.1 Behind the Meter Generation: The Parties agree to cooperate with SPP and parties operating generators connected behind load metering such that each Party will receive such generator output meter information as it requires to satisfy its operating, billing and reporting requirements.

Article 5. General

5.1 Billing, Payments, and Disputes: As a convenience, and so long as SPP offers such accommodations, monthly charges for Delivery Point power factor, distribution services, meter and related meter reading and data processing services as specified in Attachment 1 hereto will be included in the monthly transmission service invoice issued by the RTO. Customer shall pay the monthly delivery charges invoiced by the RTO in accordance with SPP Tariff, and with respect to such charges Customer shall be subject to SPP creditworthiness provisions. If the Customer receives Transmission Service through an agreement with a third party that contracts with SPP, the charges for Delivery Services hereunder may be invoiced to the third party subject to SPP's accommodations and applicable provision of the SPP Tariff or to the Customer, subject to applicable provision of the AEP Tariff.

AEP shall invoice the Customer and the Customer shall reimburse AEP for its costs associated with any facility construction, operation and maintenance or, repair provided under this Agreement in accordance with the AEP Tariff, Section 7 ("Billing and Payments"). Any disputes as to such invoices shall be resolved pursuant to the provisions of Section 12 ("Dispute Resolution Procedures") of the AEP Tariff.

Customer shall have the right to receive such cost information as is reasonably necessary to verify that charges are incurred under this Agreement in accordance with Good Utility Practice. Customer shall have the right to audit the AEP accounts and records pertaining to this Agreement, at the offices where such accounts and records are maintained, provided reasonable proper notice is given prior to any audit, and provided further that the audit will be limited to those portions of such accounts and records that relate to services provided under this Agreement.

5.2 Taxes on Contributions in Aid of Construction: When the Customer funds the construction of AEP-owned facilities pursuant to a contribution in-aid of construction ("CIAC"), the Customer also shall reimburse AEP for the tax effect of such CIAC (a "Tax Effect Recovery Factor" or "TERF"), where such payment is considered taxable income and subject to income tax under the Internal Revenue Service ("IRS") and/or a state department of revenue (State) requirements. The TERF shall be computed consistent with the methodology set forth in Ozark Gas Transmission Corp., 56 F.E.R.C ¶ 61,349 as reflected in the following formula: TERF = (Current Tax Rate x (Gross Income Amount - Present Value of Tax Depreciation))/(1-Current Tax Rate). The Present Value of Tax Depreciation Amount shall be computed by discounting AEP's anticipated tax depreciation deductions with respect to the constructed property by AEP's current weighted average cost of capital. If, based on current law, AEP determines such contribution by the Customer shall not be taxable, AEP will not charge a TERF; however, in the event that such contribution is later determined by the IRS or state tax authority to be taxable, the Customer shall reimburse AEP in the amount of the TERF, including any interest and penalty charged to AEP by the IRS and/or state. Such reimbursement is due within thirty (30) Calendar Days of the date upon which AEP notifies the Customer of such determination.

At Customer's request and expense, AEP shall file with the IRS a request for a private letter ruling as to whether any CIAC paid, or to be paid, by Customer to AEP is subject to federal income taxation. Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Customer's knowledge. AEP and Customer shall cooperate in good faith with respect to the submission of such request. AEP shall keep Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS that authorizes Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. AEP shall allow Customer to attend all meetings with IRS officials about the request and shall permit Customer to prepare the initial drafts of any follow-up letters in connection with the request.

If Customer shall have reimbursed AEP for the TERF, upon request by Customer and at Customer's expense, AEP shall contest the taxability of such CIAC; provided, however, that AEP shall not be required to contest such taxability if AEP waives the payment by Customer of any amount that might otherwise be payable by Customer under this Agreement in respect of such determination.

5.3 Indemnity: To the extent permitted by law, each Party shall indemnify and save harmless the other Party and its directors, trustees, officers, employees, agents, members, duly elected officials and/or appointed officials from and against any loss, liability, cost, expenses, suits, actions, claims, and all other obligations arising out of injuries or death to persons or damage to property caused by or in any way attributable to the Delivery Point(s) and/or distribution facilities covered by this Agreement, except that a Party's obligation to indemnify the other Party and its directors, trustees, officers, employees, agents, members, duly elected officials and/or appointed officials shall not apply to any liabilities arising solely from the other Party's or its directors, trustees, officers, employees, agents, members, duly elected officials and/or appointed officials negligence,

recklessness or intentional misconduct or that portion of any liabilities that arise out of the other Party's or its directors, trustees, officers, employees, agents, members, duly elected officials and/or appointed officials contributing negligent, reckless or intentional acts or omissions.

5.4 Effective Date and Term of Agreement: This Agreement shall become effective and shall become a binding obligation of the Parties on the date on which the last of the following events shall have occurred ("Effective Date"):

(a) The date first written above when AEP and Customer each shall have caused this Agreement to be executed by their duly authorized representatives and each shall have furnished to the other satisfactory evidence thereof or Customer requested AEP to file an unexecuted service agreement.

(b) The date this Agreement has been accepted for filing and made effective by order of the Commission under the Federal Power Act, in which case the Effective Date of this Agreement shall be as specified in the said Commission order. However, if the Commission or any reviewing court, in such order or in any separate order, suspends this Agreement or any part thereof, institutes an investigation or proceeding under the provisions of the Federal Power Act with respect to the justness and reasonableness of the provisions of this Agreement or any other agreement referred to or contemplated by this Agreement, or imposes any conditions, limitations or qualifications under any of the provisions of the Federal Power Act which individually or in the aggregate are determined by AEP or Customer to be adverse to it, then AEP and Customer shall promptly renegotiate the terms of this Agreement in light of such Commission or court action. Each Party shall use its best efforts to take or cause to be taken all action requisite to the end that this Agreement shall become effective as provided herein at the earliest practicable date.

(c) The date that approval of this Agreement by the Rural Utilities Service is secured, if applicable.

The initial term of this Agreement shall continue for one year after the date the Agreement becomes effective. Thereafter, this Agreement shall automatically renew for successive terms of one year each unless either Party elects to terminate the Agreement by providing written notice of termination to the other Party at least ninety (90) Calendar Days prior to the start of any renewal term.

5.5 Regulatory Authorities: This Agreement is made subject to the jurisdiction of any governmental authority or authorities having jurisdiction in the premises. Nothing contained in this Agreement shall be construed as affecting in any way the right of a Party, as the case may be, to unilaterally file with the Commission an application for a change in rates, charges, classification, service or any rule, regulation or contract relating thereto under Section 205 or 206 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.

5.6 Assignment: It is mutually understood and agreed that this Agreement contains the entire understanding between the Parties, that there are no oral, written, implied or other understandings or agreements with respect to the work covered hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective successors and/or assigns. However, neither Party shall assign, transfer or sublet any of the rights hereby granted without the prior written consent of the other Party.

5.7 Definitions:

(a) **Business Day** shall mean Monday through Friday, excluding Federal holidays.

(b) **Calendar Day** shall mean any day including Saturday, Sunday or a Federal holiday.

Article 6. Notices

6.1 Addresses: Any notice given pursuant to this Agreement shall be in writing as follows:

If to AEP:

American Electric Power Service Corporation
Manager, Transmission and Interconnection Services
212 East Sixth Street
Tulsa, OK 74119

And also to:

American Electric Power Service Corporation
Manager, Southwest Transmission Planning
212 East Sixth Street
Tulsa, OK 74119

If to Customer:

Oklahoma Gas and Electric Company
Manager, Power Supply Regulatory Support
P O Box 321 MC 404
Oklahoma City, OK 73101-0321

6.2 Modifications: The above names and addresses of any Party may be changed at any time by notice to the other Party.

6.3 Prior Agreement Terminated: The agreement dated July 24, 1962 between Oklahoma Gas and Electric Company and Public Service Company of Oklahoma is hereby cancelled upon the effective date of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed.

Oklahoma Gas and Electric Company

By: /s/ Gary Clear

Name: Gary Clear

Title: Manager, Power Supply Regulatory Support

Date: 9/12/08

American Electric Power Service Corporation

By: /s/ Robert Pennybaker

Name: Robert L. Pennybaker, Manager

Title: Transmission and Interconnection Services

Date: 9/19/2008

ATTACHMENT 1
Delivery Point Meter and Direct Assignment Charges

METER/DELIVERY POINT				METER CHARGES		DIRECT ASSIGNMENT CHARGES					
						Transmission Line		Distribution		Subtotal	Total
Delivery Point	Delivery Voltage	Losses (a)	Metered Voltage	Installed Cost	Monthly Charge	Installed Cost	Monthly Charge	Installed Cost	Monthly Charge	Monthly Charges	Monthly Charge
Atoka Pump (b)	4.16 kV	DS	4.16 kV	$ 7,081.47 (c)	$ 113.83	$12,125.50	$ 144.80	$ 623,270.53	$ 7,936.31	$ 8,194.94	
CIAC Credit				$ 7,081.47	$ (60.43)	$ -	$ -	$ 623,270.53	$ (5,318.58)	$ (5,379.00)	
Net Monthly Charge					$ 53.41		$ 144.80		$ 2,617.74		$ 2,815.95
Atoka Lights (d)	240 V	DL	n/a		n/a		n/a	$ 5,670.95	$ 101.51	$ 101.51	
CIAC Credit					n/a		n/a	$ -	$ -	$ -	
Net Monthly Charge									$ 101.51		$ 101.51
Tall Bear (e)	138 kV	DS	4.16	$ - (f)	$ -	$13,255.91	$ 158.30	$ -	$ -	$ 158.30	
CIAC Credit						$13,255.91	$ (110.69)		$ -	$ (110.69)	
Net Monthly Charge							$ 47.61		$ -		$ 47.61
Coalgate (g)	4.16 kV	DS	4.16 kV	$ 7,693.11 (c)	$ 123.67	$18,534.00	$ 221.33	$ 112,204.20	$ 1,428.73	$ 1,773.73	
CIAC Credit				$ 7,081.47	$ (60.43)	$ -	$ -	$ 40,737.53	$ (347.63)	$ (408.06)	
Net Monthly Charge					$ 63.24		$ 221.33		$ 1,081.11		$ 1,365.68
Total Investment				$ 28,937.52		$ 57,171.32		$1,405,153.74			
Total Monthly Charges					$ 116.65		$ 413.74		$ 3,800.36		$ 4,330.75

NOTES:

(a) Losses: T = Transmission delivery losses per AEP Tariff; DS = Distribution Xfmr losses + T; DP = Distribution Primary Line + DS (includes T).

(b) Dec 8, 2010 PSO replaced transformer and upgraded metering. Effective date of new charges is January 2011.

(c) PSO owns meter transformers. Customer owns the meter, reads the meter and provides data to PSO.

(d) PSO provides distribution line on road near Atoka dam and 17 lights @200 W each. No meter.

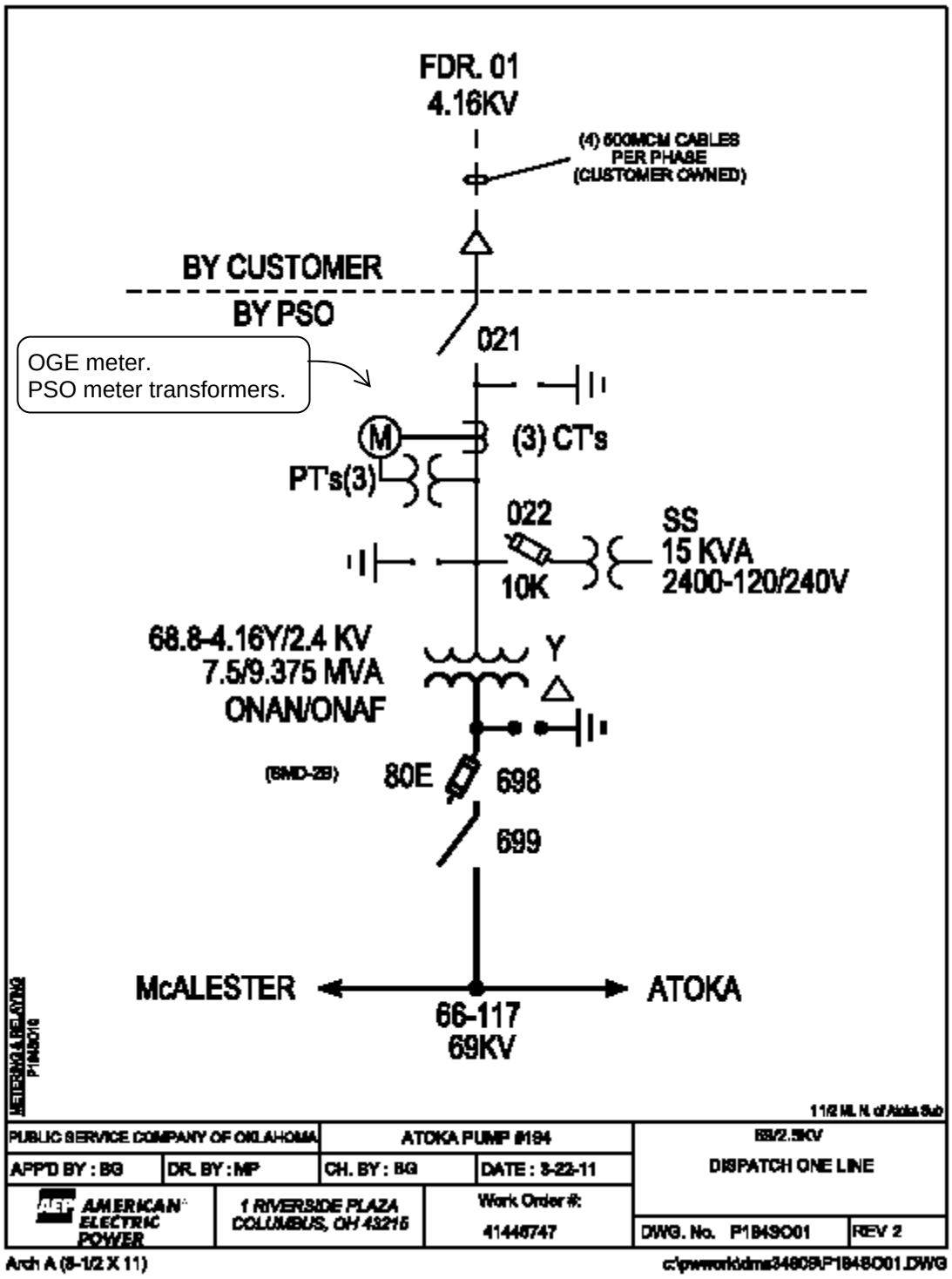
(e) July 25, 2011 PSO installed temporary jumpers from structure 51/4A of line 81-525 to Customer's dead-end structure. Effective date of new charges is August 2011.

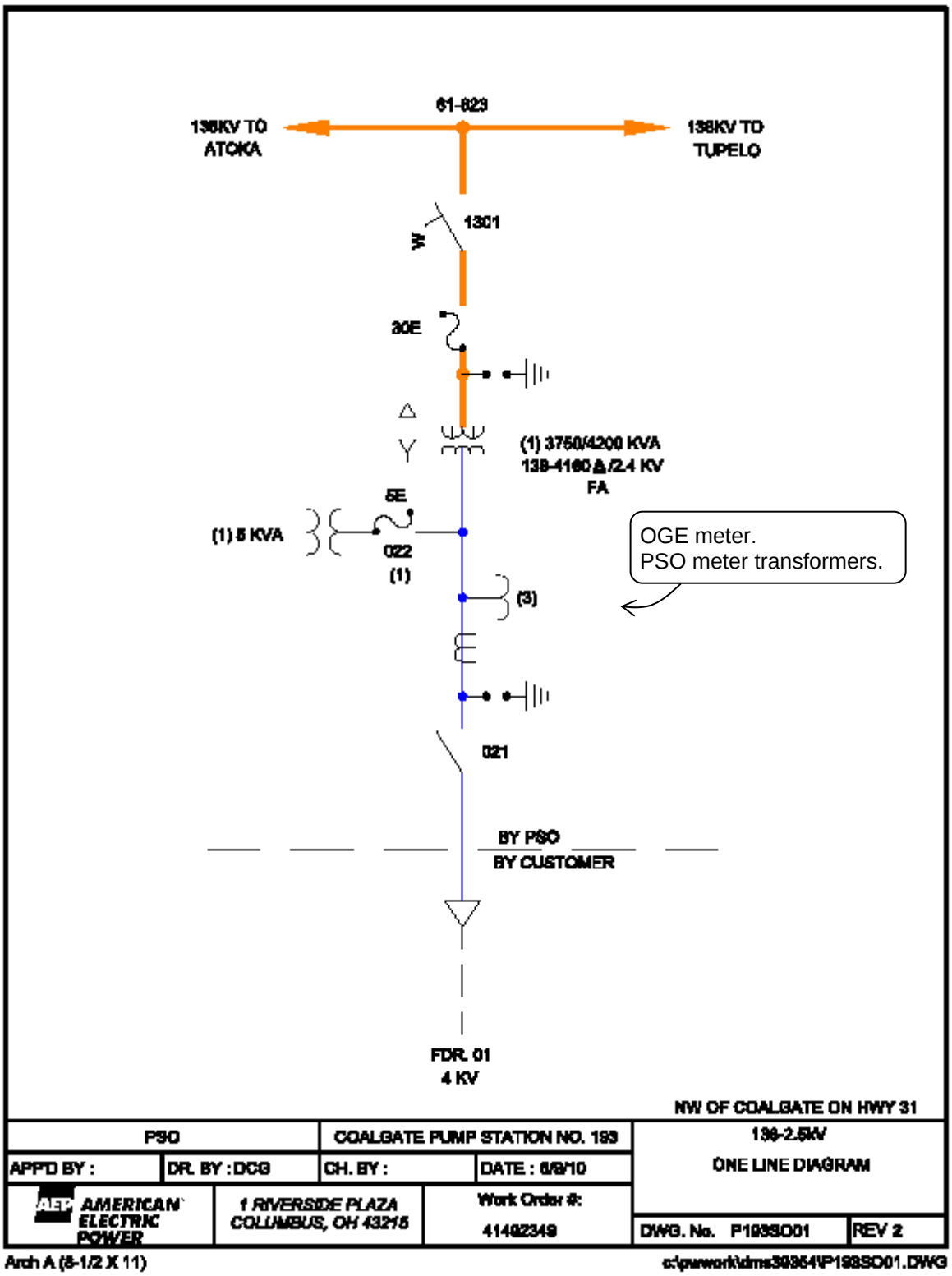
(f) Customer owns meter and meter transformers. Customer reads the meter and provides data to PSO.

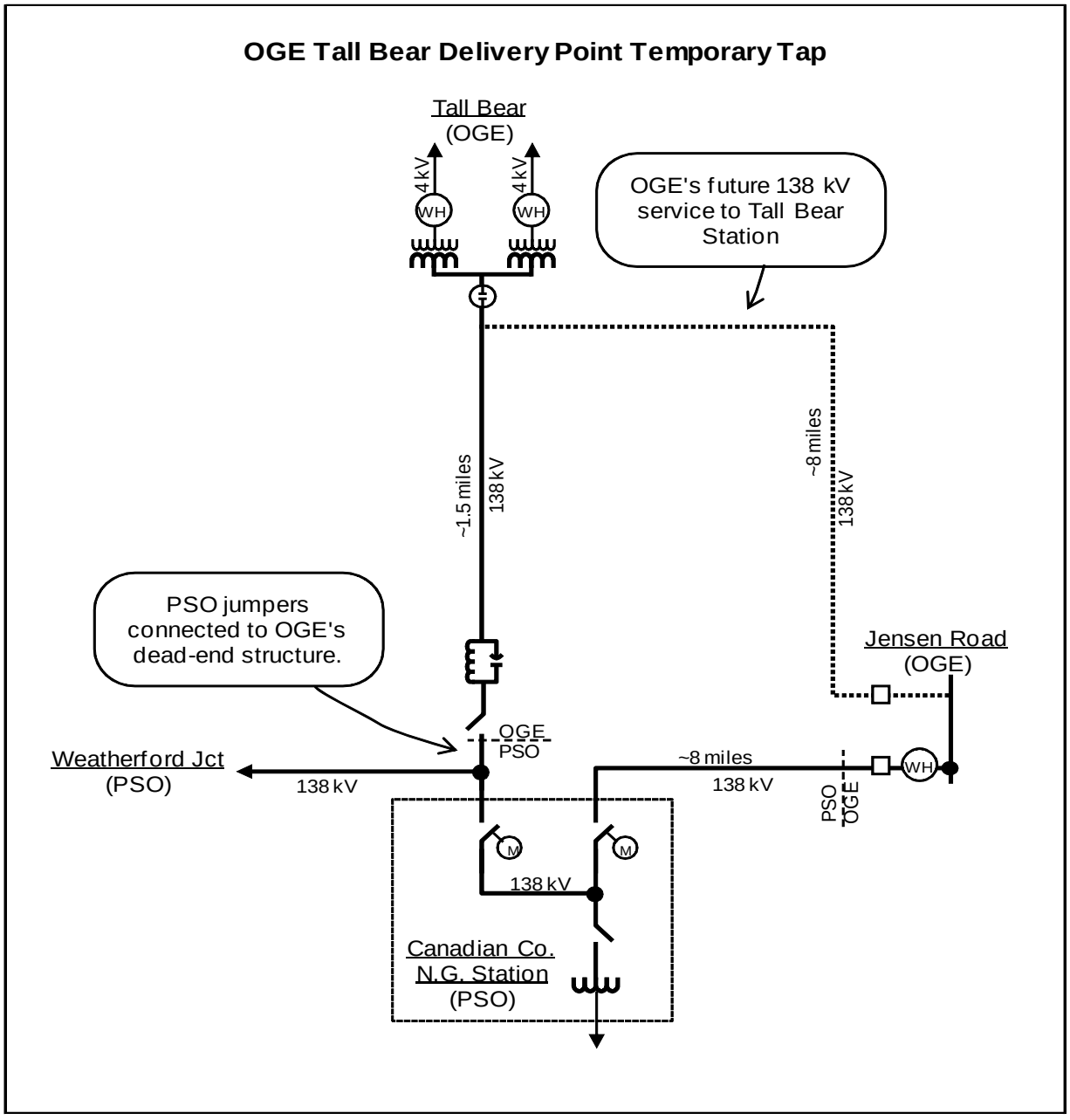
(g) May 17, 2010 PSO upgraded transformer and metering. Effective date of new charges is June 2010.

Monthly Charge based on 2011 Jurisdictional Retail Rates:								Effective:	
	Meters	19.29%	Transmission Lines	14.33%	Transmission Stations	14.15%	Transmission CIAC Credit	10.02%	
	Distribution Lines	21.48%	Distribution Stations	15.28%	Distribution CIAC Credit	10.24%			

ATTACHMENT 2




61-823
138KV TO ATOKA
138KV TO TUPELO
W
1301
30E
(1) 3750/4200 KVA
138-4160 Δ/2.4 KV
FA
5E
(1) 5 KVA
022
(1)
OGE meter.
PSO meter transformers.
(3)
021
BY PSO
BY CUSTOMER
FDR. 01
4 KV
NW OF COALGATE ON HWY 31
PSO
COALGATE PUMP STATION NO. 193
138-2.5KV
ONE LINE DIAGRAM
APPD BY :
DR. BY : DCG
CH. BY :
DATE : 6/9/10
AEP AMERICAN ELECTRIC POWER
1 RIVERSIDE PLAZA
COLUMBUS, OH 43215
Work Order #:
41492349
DWG. No. P193SO01
REV 2
Arch A (8-1/2 X 11)
c:\pswork\dms39364\P193SO01.DWG


OGE Tall Bear Delivery Point Temporary Tap
Tall Bear
(OGE)
4 kV
WH
4 kV
WH
OGE's future 138 kV service to Tall Bear Station
~1.5 miles
138 kV
~8 miles
138 kV
PSO jumpers connected to OGE's dead-end structure.
Jensen Road
(OGE)
OGE
PSO
Weatherford Jct
(PSO)
138 kV
~8 miles
138 kV
WH
PSO
OGE
M
M
138 kV
Canadian Co.
N.G. Station
(PSO)

Facilities, Operation, Maintenance Service and Repair Agreement
("Agreement")

For those facilities in Attachment 1 owned by the Customer where it is indicated that AEP will provide operation and maintenance ("O&M") and repair services for such Customer-owned facilities, AEP shall perform such services under the provisions herein below and on the cost of service basis reflected in the Formula Rate contained in Attachment 4. When an existing O&M agreement between the Parties which also utilizes a Formula Rate expires or is terminated by mutual agreement or otherwise, unless otherwise agreed, the services provided by AEP under such agreement, if they continue, shall be brought under this Agreement.

Service pursuant to this Attachment 3 shall be based on terms and conditions described below:

1. This Agreement shall cover the delivery and/or switching facilities currently listed in Attachment 1, attached hereto and made a part hereof, and any other delivery and/or switching facilities that are brought hereunder in accordance with the procedure hereinafter provided.

2. Subject to the terms and conditions contained herein, AEP agrees to test, maintain and repair the facilities in Attachment 1 so as to assure the satisfactory and reliable operation of said facilities, all in accordance with good industry standards and practice. AEP further agrees to perform any additional testing, maintenance, repairs and/or replacements requested from time to time by Customer.

3. AEP agrees to furnish all supervision, labor, tools conveyances and equipment necessary for carrying out the work covered for facilities described in Attachment 1 and further agrees to furnish all materials required to do the work except those materials that Customer feels are in its best interests to furnish.

4. All work shall be performed during the standard 40-hour work week, but, in the event that operating or emergency conditions warrant, overtime work can be authorized either in writing or verbally (in the case of emergency work) by Customer's representative.

5. AEP will render invoices to Customer, on forms acceptable, at suitable intervals to be mutually agreed upon by the Parties.

6. Customer agrees to promptly pay AEP the actual costs of any and all testing, maintenance, repairs and/or replacements performed pursuant to the terms and conditions of this Services Agreement, including the costs associated with labor, materials, equipment, overheads, taxes and other services incurred by AEP in performing the work, when presented with satisfactory evidence of the cost of such work.

7. The facilities covered in this Agreement may be extended or otherwise modified by attaching one or more numbered supplemental Facility Requests in the form set out below (attached herewith as Exhibit A), which show the additional facilities or changed equipment to be thereafter covered by this Agreement. Such supplements shall be effective as of the date of final execution thereof and shall be attached to all executed copies of this Agreement.

Pro-forma Exhibit A

FACILITY REQUEST(S)

No. _____

Date _____

Customer hereby applies to AEP for delivery and switching facility(s) described below and shown in the attached drawing(s) in Attachment 2 of the ILDSA entered into by Customer and AEP. In exchange for Customer's promise to pay the actual cost of each facility listed below, Customer requests AEP to construct, install, operate, test, repair and/or maintain the facility(s) to be located in the following circuits of AEP's transmission system:

CIRCUIT	Facility(s)	**DELIVERY POINT**	**LOCATION**	Agreement Date

Customer understands and agrees that said facilities are to be constructed, installed, owned, operated, tested and/or maintained in the manner and under the conditions set forth in the attached Agreement, which was entered into by Customer and AEP on_____, 2007.

IN WITNESS WHEREOF, each of the Parties has caused this Facilities Operation, Maintenance, Service and Repair Agreement to be duly executed

_____

By: _____

Name: _____

Title: _____

Date:_____

AMERICAN ELECTRIC POWER SERVICE CORPORATION

As Agent for the AEP Operating Companies

By: _____
Robert L. Pennybaker

Title: Manager, Transmission and Interconnection Services

Date: _____

AMERICAN ELECTRIC POWER
FORMULA RATE FOR FACILITY CONSTRUCTION, OPERATION AND MAINTENANCE

General

The formula rate contained in this document applies when construction, operation and/or maintenance activities are performed for non-AEP Parties, under circumstances precluding the charging of a profit margin. The American Electric Power Companies[1] (AEP) will recover costs for such operation and maintenance activities through bills which reflect the cost AEP has incurred in six categories, namely: 1) materials, 2) labor, 3) equipment, 4) outside services, 5) engineering and administration, and 6) taxes.

AEP charges its costs for construction, operation and maintenance activities on behalf of others to special work orders which accumulate the costs to be billed. As a result of these accounting procedures, the charges billed to non-AEP Parties are not reflected in AEP's transmission, operation, maintenance, or plant accounts.

However, the costs which AEP incurs and bills in such cases are the kinds of costs which would be assignable to the following FERC Uniform System of Accounts if they were incurred in connection with AEP's owned property:

Operation and Maintenance - Transmission Operation and Maintenance Expenses

560 - Operation Supervision and Engineering
562 - Station Expenses
563 - Overhead Line Expenses
566 - Miscellaneous Transmission Expenses
568 - Maintenance Supervision and Engineering
569 - Maintenance of Structures
570 - Maintenance of Station Equipment
571 - Maintenance of Overhead Lines

Construction - Transmission Plant Costs

352 - Structures and Improvements
353 - Station Equipment
397 - Communications Equipment
108 - Accumulated Provision for Depreciation

[1] Public Service Company of Oklahoma and Southwestern Electric Power Company

All Activities - Administrative, General and Other Expenses

920 - Administrative and General Salaries
408 - Taxes Other Than Income Taxes

The charges billed for maintenance in each of the previously identified six categories are discussed in order below.

1. Materials

Materials charges (M) are made in four sub-categories: 1) direct material costs (DM), which may be delivered direct from vendors to the job site (VDM) or issued from company stores (SDM), 2) purchasing expenses, 3) stores expenses, and 4) exempt minor materials (EM). The latter three costs are charged using material loading rates.

Direct material costs are vendor invoiced charges for items, other than exempt minor materials, which are used for Customer maintenance. Purchasing expenses are material overhead costs incurred in selecting and ordering materials. Stores expenses are the costs of performing the stores function. Exempt minor materials are low cost expendable materials, supplies, and hand tools used in Transmission and Distribution construction, maintenance, or operations.

Material items which are delivered direct from the vendor to the job site (VDM) are charged at cost, plus a purchasing loading rate (plr) of 1%, up to a maximum of $150 per invoice. Materials issued from company storerooms for individual work orders (SDM) are charged at cost, plus a combined stores/purchasing loading rate (slr) and an exempt minor materials loading rate (mlr).

Projected annual stores and exempt minor materials costs are divided by projected annual costs of stores issued materials (SDM + EM) to determine projected stores and exempt minor materials loading rates (slr and mlr, respectively). The rates are reviewed monthly and adjusted as required in order to clear current year stores expense and exempt minor materials costs to the accounts charged with the materials issued.

In symbolic format, the charges for materials are calculated as follows:

$$M = DM + [VDM \times (plr), \text{ up to } \$150/bill] + SDM \times (1 + (mlr)) \times (slr)$$

2. Labor

Labor (L) is charged to Operating Company maintenance work orders in three parts - direct labor (DL), fringe labor costs (FL), and miscellaneous out-of-pocket employee expenses (ME). Direct labor charges reflect the actual work hours (whr) and basic hourly rates of pay (hrp) for the personnel that are directly involved; i.e., DL = (whr) x (hrp). Fringe labor costs for vacation, holiday, sick leave, and other paid time away, plus payroll taxes, insurance, workers' compensation,

pension, and savings plan expenses are recovered through labor loading rates (llr) which are developed by dividing fringe labor costs by earned payroll. The labor loading rates are reviewed monthly and adjusted, as needed, to clear fringe labor costs yearly.

In symbolic format, the charges for labor are calculated as follows:

$$L = DL + FL + ME = DL \times (1 + llr) + ME$$

3. Equipment

Equipment (E), primarily vehicles, used in the performance of maintenance are charged based on actual hours of usage (aeu) and hourly equipment cost rates (ecr). Cost of purchasing, leasing, and operating equipment, by equipment class, are collected in clearing accounts and divided by total hours of usage by class to develop the equipment cost rates (ecr). Equipment cost rates are reviewed quarterly and adjusted, as needed, to clear the cost of equipment.

In symbolic format, equipment charges are calculated as follows:

$$E = (aeu) \times (ecr)$$

4. Outside Services

The actual amount of invoices received from vendors for restorative and other maintenance services (S) performed by third parties for AEP on behalf of the Operating Company are charged in maintenance billings by AEP.

5. Engineering and Administration

Engineering and administrative overhead loading rates are used to allocate engineering, supervision, and administrative overhead costs not assigned to specific project work orders. AEP uses separate loading rates for AEP Service Corporation engineering ($SCE_{t\&d}$) and operating company construction overhead costs (CCO). A complete description of the costs recovered through the AEP Service Corporation loading rate ($sclr_{t\&d}$) and the operating company construction loading rate (cclr) is provided in Note 1 to page 218 of each AEP Company's FERC Form-1 Report. A copy of that note is included as the last page in this Attachment 4.

As the description of Construction Overhead Procedure shows, the CCO and $SCE_{t\&d}$ loading rates (cclr and $sclr_{t\&d}$, respectively) are derived in the normal course of business for the purpose of capturing the portions of AEP Service Corporation engineering and operating company construction overhead costs which are incurred in connection with transmission and distribution (T&D) plan construction. The cclr and $sclr_{t\&d}$ are reviewed monthly and updated, as needed, to clear the respective engineering and administrative overhead costs yearly.

In symbolic format the engineering and administration overhead costs (O) are calculated as follows:

$O = CCO + SCE_{t\&d}$
Where CCO $= (M + L + E + S) \times cclr$
and $SCE_{t\&d} = (M + L + E + S + CCO) \times sclr_{t\&d}$

6. Taxes

The total taxes charged to the Operating Company will be the sum of receipts (RT) and other taxes (OT) incurred.

i.e.: $T = RT + OT$

Summary of Charges

The total Construction or Operation and Maintenance (O&M) charges under this Agreement in symbolic form are:

Construction or O&M = M + L + E + S + O + T

Where M, L, E, S, O, and T are calculated as explained in Sections 1 through 6 above, respectively.

_____ FERC FORM 1 12/31/95 < Page 218 >.

General Description of' Construction overhead Procedure:

1A. Engineering and Supervision (American Electric Power Service Corporation)

(a) Overheads “Engineering, Technical and Drafting Services” are engineering services performed by the Engineering Department of American Electric Power Service Corporation (AEPSC).

(b) In accordance with provisions of a service agreement between American Electric Power Service Corporation (AEPSC) and the respondent, approved by the Securities and Exchange Commission February 19, 1981, salaries, expenses and overheads of AEPSC personnel directly relating to construction activities are collected by means of a work order system and billed to the respondent as:

(1) Identifiable costs, generally relating to major construction projects, for which timekeeping and other specific cost identification is economically feasible, and

(2) Non-identifiable costs, generally relating to numerous small construction projects, for which timekeeping and other specific cost identification are not economically feasible.

(c) Charges billed by AEPSC as (b)(1) above are charged directly by respondent to the applicable specific construction projects. Charges billed by AEPSC as (b)(2) above are allocated to all applicable construction projects proportionate to the direct costs charged to such projects.

(d) A uniform rate is applied to all subject construction expenditures.

(e) See (d) above.

(f) See (c) above.

1B. Company Construction Overheads in its own Operating Division, Engineering Department and System Office Departments

(a) Charges representing cost of Company's Engineering Supervision and related drafting and technical work.

(b) On basis of time and work studies.

(c) Spread to accounts in proportion to dollar value on construction for those classes of construction accounts to which these overheads are considered to be applicable.

(d) For each class of overheads the same percentage is used for all types of construction.

(e) Not applicable. See (d) above.

(f) Shown on page 217.

1C. Company Construction Overheads in Administrative and General Departments

(a) Proportion of Administrative and General Expenses representing salaries and expenses of General Office and Managerial employees applicable to construction.

(b) Partly on basis of time and work studies.

(c) Spread to accounts in proportion to dollar value of construction for those classes of construction accounts to which these overheads are considered to be applicable.

(d) For each class of overheads the same percentage is used for all types of construction.

(e) Not applicable. See (d) above.

(f) See note (c) above

Attachment 5

Operating Procedures

Special operating procedures are identified below:

None.

NETWORK OPERATING AGREEMENT BETWEEN OKLAHOMA GAS AND ELECTRIC COMPANY, AMERICAN ELECTRIC POWER SERVICE CORPORATION AND WESTERN FARMERS ELECTRIC COOPERATIVE

This Network Operating Agreement ("Operating Agreement") is entered into this 1st day of May, 2014, by and between Oklahoma Gas and Electric Company ("Network Customer" and "Host Transmission Owner"), Southwest Power Pool, Inc. ("Transmission Provider"), American Electric Power Service Corporation as Agent for Public Service Company of Oklahoma ("PSO") ("Host Transmission Owner"), and Western Farmers Electric Cooperative ("Host Transmission Owner"). The Network Customer, Transmission Provider and Host Transmission Owners shall be referred to individually as a "Party" and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider's Open Access Transmission Tariff ("Tariff") filed with the Federal Energy Regulatory Commission ("Commission");

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as an agent for these Transmission Owners in providing service under the Tariff;

WHEREAS, the Host Transmission Owner(s) owns the transmission facilities to which the Network Customer's Network Load is physically connected;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff;

WHEREAS, the Network Customer and Transmission Provider have entered into a Network Integration Transmission Service Agreement ("Service Agreement") under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff, unless otherwise specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1.0 Network Service

This Operating Agreement sets out the terms and conditions under which the Transmission Provider, Host Transmission Owners, and Network Customer will

cooperate and the Host Transmission Owners and Network Customer will operate their respective systems and specifies the equipment that will be installed and operated. The Parties shall operate and maintain their respective systems in a manner that will allow the Host Transmission Owners and the Network Customer to operate their systems and the Transmission Provider to perform its obligations consistent with Good Utility Practice. The Transmission Provider may, on a non-discriminatory basis, waive the requirements of Section 4.1 and Section 8.3 to the extent that such information is unknown at the time of application or where such requirement is not applicable.

2.0 Designated Representatives of the Parties

2.1 Each Party shall designate a representative and alternate ("Designated Representative(s)") from their respective company to coordinate and implement, on an ongoing basis, the terms and conditions of this Operating Agreement, including planning, operating, scheduling, redispatching, curtailments, control requirements, technical and operating provisions, integration of equipment, hardware and software, and other operating considerations.

2.2 The Designated Representatives shall represent the Transmission Provider, Host Transmission Owners, and Network Customer in all matters arising under this Operating Agreement and which may be delegated to them by mutual agreement of the Parties hereto.

2.3 The Designated Representatives shall meet or otherwise confer at the request of any Party upon reasonable notice, and each Party may place items on the meeting agenda. All deliberations of the Designated Representatives shall be conducted by taking into account the exercise of Good Utility Practice. If the Designated Representatives are unable to agree on any matter subject to their deliberation, that matter shall be resolved pursuant to Section 12.0 of the Tariff, or otherwise, as mutually agreed by the Parties.

3.0 System Operating Principles

3.1 The Network Customer must design, construct, and operate its facilities safely and efficiently in accordance with Good Utility Practice, NERC, SPP, or any successor requirements, industry standards, criteria, and applicable manufacturer’s equipment specifications, and within operating physical parameter

ranges (voltage schedule, load power factor, and other parameters) required by the Host Transmission Owners and Transmission Provider.

3.2 The Host Transmission Owners and Transmission Provider reserve the right to inspect the facilities and operating records of the Network Customer upon mutually agreeable terms and conditions.

3.3 Electric service, in the form of three phase, approximately sixty hertz alternating current, shall be delivered at designated delivery points and nominal voltage(s) listed in the Service Agreement. When multiple delivery points are provided to a specific Network Load identified in Appendix 3 of the Service Agreement, they shall not be operated in parallel by the Network Customer without the approval of the Host Transmission Owners and Transmission Provider. The Designated Representatives shall establish the procedure for obtaining such approval. The Designated Representatives shall also establish and monitor standards and operating rules and procedures to assure that transmission system integrity and the safety of customers, the public and employees are maintained or enhanced when such parallel operations is permitted either on a continuing basis or for intermittent switching or other service needs. Each Party shall exercise due diligence and reasonable care in maintaining and operating its facilities so as to maintain continuity of service.

3.4 The Host Transmission Owners and Network Customer shall operate their systems and delivery points in continuous synchronism and in accord with applicable NERC Standards, SPP Criteria, and Good Utility Practice.

3.5 If the function of any Party's facilities is impaired or the capacity of any delivery point is reduced, or synchronous operation at any delivery point(s) becomes interrupted, either manually or automatically, as a result of force majeure or maintenance coordinated by the Parties, the Parties will cooperate to remove the cause of such impairment, interruption or reduction, so as to restore normal operating conditions expeditiously.

3.6 The Transmission Provider and Host Transmission Owners, if applicable, reserve the sole right to take any action necessary during an actual or imminent emergency to preserve the reliability and integrity of the Transmission System,

limit or prevent damage, expedite restoration of service, ensure safe and reliable operation, avoid adverse effects on the quality of service, or preserve public safety.

3.7 In an emergency, the reasonable judgment of the Transmission Provider and Host Transmission Owners, if applicable, in accordance with Good Utility Practice, shall be the sole determinant of whether the operation of the Network Customer loads or equipment adversely affects the quality of service or interferes with the safe and reliable operation of the transmission system. The Transmission Provider or Host Transmission Owners, if applicable, may discontinue transmission service to such Network Customer until the power quality or interfering condition has been corrected. Such curtailment of load, redispatching, or load shedding shall be done on a non-discriminatory basis by Load Ratio Share, to the extent practicable. The Transmission Provider or Host Transmission Owners, if applicable, will provide reasonable notice and an opportunity to alleviate the condition by the Network Customer to the extent practicable.

4.0 System Planning & Protection

4.1 No later than October 1 of each year, the Network Customer shall provide the Transmission Provider and Host Transmission Owners the following information:

a) A ten (10) year projection of summer and winter peak demands with the corresponding power factors and annual energy requirements on an aggregate basis for each delivery point. If there is more than one delivery point, the Network Customer shall provide the summer and winter peak demands and energy requirements at each delivery point for the normal operating configuration;

b) A ten (10) year projection by summer and winter peak of planned generating capabilities and committed transactions with third parties which resources are expected to be used by the Network Customer to supply the peak demand and energy requirements provided in (a);

c) A ten (10) year projection by summer and winter peak of the estimated maximum demand in kilowatts that the Network Customer plans to

acquire from the generation resources owned by the Network Customer, and generation resources purchased from others; and

d) A projection for each of the next ten (10) years of transmission facility additions to be owned and/or constructed by the Network Customer which facilities are expected to affect the planning and operation of the transmission system within the Host Transmission Owners' Zone.

This information is to be delivered to the Transmission Provider's and Host Transmission Owners' Designated Representatives pursuant to Section 2.0.

4.2 Information exchanged by the Parties under this article will be used for system planning and protection only, and will not be disclosed to third parties absent mutual consent or order of a court or regulatory agency.

4.3 The Host Transmission Owners, and Transmission Provider, if applicable, will incorporate this information in its system load flow analyses performed during the first half of each year. Following completion of these analyses, the Transmission Provider or Host Transmission Owners will provide the following to the Network Customer:

a) A statement regarding the ability of the Host Transmission Owners' transmission system to meet the forecasted deliveries at each of the delivery points;

b) A detailed description of any constraints on the Host Transmission Owners' system within the five (5) year horizon that will restrict forecasted deliveries; and

c) In the event that studies reveal a potential limitation of the Transmission Provider's ability to deliver power and energy to any of the delivery points, a Designated Representative of the Transmission Provider will coordinate with the Designated Representatives of the Host Transmission Owners and the Network Customer to identify appropriate remedies for such constraints including but not limited to: construction of new transmission facilities, upgrade or other improvements to existing transmission facilities or temporary modification to operating procedures designed to relieve identified constraints. Any constraints within the

Transmission System will be remedied pursuant to the procedures of Attachment O of the Tariff.

For all other constraints the Host Transmission Owners, upon agreement with the Network Customer and consistent with Good Utility Practice, will endeavor to construct and place into service sufficient capacity to maintain reliable service to the Network Customer.

An appropriate sharing of the costs to relieve such constraints will be determined by the Parties, consistent with the Tariff and with the Commission's rules, regulations, policies, and precedents then in effect. If the Parties are unable to agree upon an appropriate remedy or sharing of the costs, the Transmission Provider shall submit its proposal for the remedy or sharing of such costs to the Commission for approval consistent with the Tariff.

4.4 The Host Transmission Owners and the Network Customer shall coordinate with the Transmission Provider: (1) all scheduled outages of generating resources and transmission facilities consistent with the reliability of service to the customers of each Party, and (2) additions or changes in facilities which could affect another Party's system. Where coordination cannot be achieved, the Designated Representatives shall intervene for resolution.

4.5 The Network Customer shall coordinate with the Host Transmission Owners regarding the technical and engineering arrangements for the delivery points, including one line diagrams depicting the electrical facilities configuration and parallel generation, and shall design and build the facilities to avoid interruptions on the Host Transmission Owners' transmission system.

4.6 The Network Customer shall provide for automatic and underfrequency load shedding of the Network Customer Network Load in accordance with the SPP Criteria related to emergency operations.

5.0 Maintenance of Facilities

5.1 The Network Customer shall maintain its facilities necessary to reliably receive capacity and energy from the Host Transmission Owners' transmission system consistent with Good Utility Practice. The Transmission Provider or Host Transmission Owners, as appropriate, may curtail service under this Operating Agreement to limit or prevent damage to generating or transmission facilities caused by the Network Customer's failure to maintain its facilities in accordance with Good Utility Practice, and the Transmission Provider or Host Transmission Owners may seek as a result any appropriate relief from the Commission.

5.2 The Designated Representatives shall establish procedures to coordinate the maintenance schedules, and return to service, of the generating resources and transmission and substation facilities, to the greatest extent practical, to ensure sufficient transmission resources are available to maintain system reliability and reliability of service.

5.3 The Network Customer shall obtain: (1) concurrence from the Transmission Provider before beginning any scheduled maintenance of facilities which could impact the operation of the Transmission System over which transmission service is administered by Transmission Provider; and (2) clearance from the Transmission Provider when the Network Customer is ready to begin maintenance on a transmission line or substation. The Transmission Provider shall coordinate clearances with the Host Transmission Owners. The Network Customer shall notify the Transmission Provider and the Host Transmission Owners as soon as practical at the time when any unscheduled or forced outages occur and again when such unscheduled or forced outages end.

6.0 Scheduling Procedures

6.1 The Network Customer is responsible for providing its Resource and load information to the Transmission Provider in accordance with Attachment AE.

6.2 For Interchange Transactions the Network Customer shall submit, or arrange to have submitted, the schedule of Energy to or from the Transmission Provider and

a transaction identification E-Tag for each such schedule where required by NERC Standard INT-001.

7.0 Ancillary Services

7.1 The Network Customer must make arrangements in appropriate amounts for all of the required Ancillary Services described in the Tariff. The Network Customer must obtain these services from the Transmission Provider or, where applicable, self-supply or obtain these services from a third party.

7.2 Where the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer must demonstrate to the Transmission Provider that it has either acquired the Ancillary Services from another source or is capable of self-supplying the services.

7.3 The Network Customer must designate the supplier of Ancillary Services.

8.0 Metering

8.1 The Network Customer shall provide for the installation of meters, associated metering equipment and telemetering equipment. The Network Customer shall permit (or provide for, if the Network Customer is not the meter owner) the Transmission Provider's and Host Transmission Owners' representative to have access to the equipment at all reasonable hours and for any reasonable purpose, and shall not permit unauthorized persons to have access to the space housing the equipment. Network Customer shall provide to (or provide for, if the Network Customer is not the meter owner) the Host Transmission Owners access to load data and other data available from any delivery point meter. If the Network Customer does not own the meter, the Host Transmission Owners shall make available, upon request, all load data and other data obtained by the Host Transmission Owners from the relevant delivery point meter, if available utilizing existing equipment. The Network Customer will cooperate on the installation of advanced technology metering in place of the standard metering equipment at a delivery point at the expense of the requestor; provided, however, that meter owner shall not be obligated to install, operate or maintain any meter or related equipment that is not approved for use by the meter owner and/or Host Transmission Owners, and provided that such equipment addition can be

accomplished in a manner that does not interfere with the operation of the meter owner's equipment or any Party's fulfillment of any statutory or contractual obligation.

8.2 The Network Customer shall provide for the testing of the metering equipment at suitable intervals and its accuracy of registration shall be maintained in accordance with standards acceptable to the Transmission Provider and consistent with Good Utility Practice. At the request of the Transmission Provider or Host Transmission Owners, a special test shall be made, but if less than two percent inaccuracy is found, the requesting Party shall pay for the test. Representatives of the Parties may be present at all routine or special tests and whenever any readings for purposes of settlement are taken from meters not having an automated record. If any test of metering equipment discloses an inaccuracy exceeding two percent, the accounts of the Parties shall be adjusted. Such adjustment shall apply to the period over which the meter error is shown to have been in effect or, where such period is indeterminable, for one-half the period since the prior meter test. Should any metering equipment fail to register, the amounts of energy delivered shall be estimated from the best available data.

8.3 If the Network Customer is supplying energy to retail load that has a choice in its supplier, the Network Customer shall be responsible for providing all information required by the Transmission Provider for billing purposes. Metering information shall be available to the Transmission Provider either by individual retail customer or aggregated retail energy information for that load the Network Customer has under contract during the billing month. For the retail load that has interval demand metering, the actual energy used by interval must be supplied. For the retail load using standard kWh metering, the total energy consumed by meter cycle, along with the estimated demand profile must be supplied. All rights and limitations between Parties granted in Sections 8.1, and 8.2 are applicable in regards to retail metering used as the basis for billing the Network Customer.

9.0 Connected Generation Resources

9.1 The Network Customer's connected generation resources that have automatic generation control and automatic voltage regulation shall be operated and maintained consistent with regional operating standards, and the Network Customer or the operator shall operate, or cause to be operated, such resources to avoid adverse disturbances or interference with the safe and reliable operation of the transmission system as instructed by the Transmission Provider.

9.2 For all Network Resources of the Network Customer, the following generation telemetry readings shall be submitted to the Transmission Provider and Host Transmission Owners:

1) Analog MW;
2) Integrated MWHRS/HR;
3) Analog MVARS; and
4) Integrated MVARHRS/HR.

10.0 Redispatching, Curtailment and Load Shedding

10.1 In accordance with Section 33 of the Tariff, the Transmission Provider may require redispatching of Resources to relieve existing or potential transmission system constraints. The Transmission Provider shall redispatch Resources in accordance with the Energy and Operating Reserve Markets operations specified in Attachment AE. The Network Customer shall respond immediately to requests for redispatch from the Transmission Provider. The Transmission Provider will bill or credit the Network Customer as appropriate using the settlement procedures specified in Attachment AE.

10.2 The Parties shall implement load-shedding procedures to maintain the reliability and integrity for the Transmission System as provided in Section 33.1 of the Tariff and in accordance with applicable NERC and SPP requirements and Good Utility Practice. Load shedding may include (1) automatic load shedding, (2) manual load shedding, and (3) rotating interruption of customer load. When manual load shedding or rotating interruptions are necessary, the Host Transmission Owners shall notify the Network Customer's dispatcher or

schedulers of the required action and the Network Customer shall comply immediately.

10.3 The Network Customer will coordinate with the Host Transmission Owners to ensure sufficient load shedding equipment is in place on their respective systems to meet SPP requirements. The Network Customer and the Host Transmission Owners shall develop a plan for load shedding which may include manual load shedding by the Network Customer.

11.0 Communications

11.1 The Network Customer shall, at its own expense, install and maintain communication link(s) for scheduling. The communication link(s) shall be used for data transfer and for voice communication.

11.2 A Network Customer self-supplying Ancillary Services or securing Ancillary Services from a third-party shall, at its own expense, install and maintain telemetry equipment communicating between the generating resource(s) providing such Ancillary Services and the Host Transmission Owners' Zone.

12.0 Cost Responsibility

12.1 The Network Customer shall be responsible for all costs incurred by the Network Customer, Host Transmission Owners, and Transmission Provider to implement the provisions of this Operating Agreement including, but not limited to, engineering, administrative and general expenses, material and labor expenses associated with the specification, design, review, approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, upgrading, calibration, removal, and relocation of equipment or software, so long as the direct assignment of such costs is consistent with Commission policy.

12.2 The Network Customer shall be responsible for all costs incurred by Network Customer, Host Transmission Owners, and Transmission Provider for on-going operation and maintenance of the facilities required to implement the provisions of this Operating Agreement so long as the direct assignment of such costs is consistent with Commission policy. Such work shall include, but is not limited to, normal and extraordinary engineering, administrative and general expenses, material and labor expenses associated with the specifications, design, review,

approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, calibration, removal, or relocation of equipment required to accommodate service provided under this Operating Agreement.

13.0 Billing and Payments

Billing and Payments shall be in accordance with Attachment AE and Section 7 of the Tariff.

14.0 Dispute Resolution

Any dispute among the Parties regarding this Operating Agreement shall be resolved pursuant to Section 12 of the Tariff, or otherwise, as mutually agreed by the Parties.

15.0 Assignment

This Operating Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, but shall not be assigned by any Party, except to successors to all or substantially all of the electric properties and assets of such Party, without the written consent of the other Parties. Such written consent shall not be unreasonably withheld.

16.0 Choice of Law

The interpretation, enforcement, and performance of this Operating Agreement shall be governed by the laws of the State of Arkansas, except laws and precedent of such jurisdiction concerning choice of law shall not be applied, except to the extent governed by the laws of the United States of America.

17.0 Entire Agreement

The Tariff and Service Agreement, as they are amended from time to time, are incorporated herein and made a part hereof. To the extent that a conflict exists between the terms of this Operating Agreement and the terms of the Tariff, the Tariff shall control.

18.0 Unilateral Changes and Modifications

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the right of the Transmission Provider or a Transmission Owners unilaterally to file with the Commission, or make application to the Commission for, changes in rates, charges, classification of service, or any rule, regulation, or agreement related thereto, under section 205 of the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder, or under other applicable statutes or regulations.

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the ability of any Network Customer receiving Network Integration Transmission Service under the Tariff to exercise any right under the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder; provided, however, that it is expressly recognized that this Operating Agreement is necessary for the implementation of the Tariff and Service Agreement. Therefore, no Party shall propose a change to this Operating Agreement that is inconsistent with the rates, terms and conditions of the Tariff and/or Service Agreement.

19.0 Term

This Operating Agreement shall become effective on the date assigned by the Commission ("Effective Date"), and shall continue in effect until the Tariff or the Network Customer's Service Agreement is terminated, whichever shall occur first.

20.0 Notice

20.1 Any notice that may be given to or made upon any Party by any other Party under any of the provisions of this Operating Agreement shall be in writing, unless otherwise specifically provided herein, and shall be considered delivered when the notice is personally delivered or deposited in the United States mail, certified or registered postage prepaid, to the following:

Transmission Provider
Southwest Power Pool, Inc.
Tessie Kentner
Attorney
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: 501-688-1782
Email: tkentner@spp.org

Host Transmission Owner
Oklahoma Gas and Electric Company
Philip L. Crissup
Vice President Utility Technical Support
P.O. Box 321 mc 903
Oklahoma City, OK 73101-0321
Phone: 405-553-5931
Fax: 405-553-3188
Email: crissupl@oge.com

Host Transmission Owner
American Electric Power Service Corporation
Robert L. Pennybaker
Director, Transmission & Interconnect Services
212 E. 6th Street
Tulsa, OK 74119
Phone: 918-599-2723
Email: 918-599-3003 Fax
rlpennybaker@aep.com

Host Transmission Owner
Western Farmers Electric Cooperative
Gary Roulet
Chief Executive Officer
701 N.E. 7th Street, P.O. Box 429
Anadarko, OK 73005
Phone: 405-247-4225

Fax: 405-247-4499
Email: g_roulet@wfec.com

Network Customer
Oklahoma Gas and Electric Company
Gary D. Clear
Manager Power Supply Regulatory Support
P.O. Box 321 M/C 404
Oklahoma City, OK 73101
Phone: 405-553-3113
Fax" 405-553-3115
Email: cleargd@oge.com

Any Party may change its notice address by written notice to the other Parties in accordance with this Article 20.

20.2 Any notice, request, or demand pertaining to operating matters may be delivered in writing, in person or by first class mail, e-mail, messenger, or facsimile transmission as may be appropriate and shall be confirmed in writing as soon as reasonably practical thereafter, if any Party so requests in any particular instance.

21.0 Execution in Counterparts

This Operating Agreement may be executed in any number of counterparts with the same effect as if all Parties executed the same document. All such counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused this Operating Agreement to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

TRANSMISSION PROVIDER

/s/ Carl Monroe
Signature

Carl Monroe
Printed Name

EVP & COO
Title

June 30, 2014
Date

HOST TRANSMISSION OWNER

/s/ Robert Pennybaker
Signature

Robert Pennybaker
Printed Name

Director, Transmission & Interconnection Services
Title

6/26/2014
Date

HOST TRANSMISSION OWNER

/s/ Philip L. Crissup
Signature

Philip L. Crissup
Printed Name

Vice President Utility Tech Support
Title

6/24/14
Date

HOST TRANSMISSION OWNER

/s/ Gary Ray Roulet
Signature

Gary Ray Roulet
Printed Name

Chief Executive Officer
Title

June 19, 2014
Date

NETWORK CUSTOMER

/s/ Gary D. Clear
Signature

Gary D. Clear
Printed Name

Mgr. Power Supply Reg. Support
Title

6/24/14
Date

SERVICE AGREEMENT FOR NETWORK INTEGRATION TRANSMISSION SERVICE BETWEEN SOUTHWEST POWER POOL, INC. AND OKLAHOMA GAS AND ELECTRIC COMPANY

This Network Integration Transmission Service Agreement ("Service Agreement") is entered into this 1st day of May, 2014, by and between the Oklahoma Gas and Electric Company ("Network Customer"), and Southwest Power Pool, Inc. ("Transmission Provider"). The Network Customer and Transmission Provider shall be referred to individually as “Party” and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider’s Open Access Transmission Tariff ("Tariff") filed with the Federal Energy Regulatory Commission ("Commission") as it may from time to time be amended;

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as agent for the Transmission Owners in providing service under the Tariff;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1.0 The Transmission Provider agrees during the term of this Service Agreement, as it may be amended from time to time, to provide Network Integration Transmission Service in accordance with the Tariff to enable delivery of power and energy from the Network Customer’s Network Resources that the Network Customer has committed to meet its load.

2.0 The Network Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Parts I, III and V of the Tariff and this Service Agreement with attached specifications.

3.0 The terms and conditions of such Network Integration Transmission Service shall be governed by the Tariff, as in effect at the time this Service Agreement is executed by the Network Customer, or as the Tariff is thereafter amended or by its successor tariff, if any. The Tariff, as it currently exists, or as it is hereafter amended, is incorporated in this Service Agreement by reference. In the case of any conflict between this Service Agreement and the Tariff, the Tariff shall control. The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff. The completed specifications are based on the information provided in the Completed Application and are incorporated herein and made a part hereof as Attachment 1.

4.0 Service under this Service Agreement shall commence on such date as it is permitted to become effective by the Commission. This Service Agreement shall be effective through December 1, 2035 for load in Oklahoma Gas and Electric Company Zone and through June 1, 2030 for load in Western Farmers Electric Cooperative Zone. Thereafter, it will continue from year to year unless terminated by the Network Customer or the Transmission Provider by giving the other one-year advance written notice or by the mutual written consent of the Transmission Provider and Network Customer. Upon termination, the Network Customer remains responsible for any outstanding charges including all costs incurred and apportioned or assigned to the Network Customer under this Service Agreement.

5.0 The Transmission Provider and Network Customer have executed a Network Operating Agreement as required by the Tariff.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below. Such representative

and address for notices or requests may be changed from time to time by notice by one Party or the other.

Southwest Power Pool, Inc. (Transmission Provider):

Tessie Kentner
Attorney
201 Worthen Drive
Little Rock, AR 72223-4936
Email Address: tkentner@spp.org
Phone Number: 501-688-1782

Network Customer:

Gary D. Clear
Manager Power Supply Regulatory Support
Oklahoma Gas and Electric Company
P.O. Box 321 M/C 404
Oklahoma City, OK 73101
Email Address: cleargd@oge.com
Phone Number: 405-553-3113

7.0 This Service Agreement shall not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. However, either Party may, without the need for consent from the other, transfer or assign this Service Agreement to any person succeeding to all or substantially all of the assets of such Party. However, the assignee shall be bound by the terms and conditions of this Service Agreement.

8.0 Nothing contained herein shall be construed as affecting in any way the Transmission Provider's or a Transmission Owner's right to unilaterally make application to the Federal Energy Regulatory Commission, or other regulatory agency having jurisdiction, for any change in the Tariff or this Service Agreement under Section 205 of the Federal

Power Act, or other applicable statute, and any rules and regulations promulgated thereunder; or the Network Customer's rights under the Federal Power Act and rules and regulations promulgated thereunder.

9.0 By signing below, the Network Customer verifies that all information submitted to the Transmission Provider to provide service under the Tariff is complete, valid and accurate, and the Transmission Provider may rely upon such information to fulfill its responsibilities under the Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

TRANSMISSION PROVIDER	NETWORK CUSTOMER
/s/ Carl Monroe	/s/ Gary D. Clear
Signature	Signature
Carl Monroe	Gary D. Clear
Printed Name	Printed Name
EVP & COO	Mgr. Power Supply Regulatory Support
Title	Title
June 30, 2014	6/19/14
Date	Date

ATTACHMENT 1 TO THE NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT
BETWEEN SOUTHWEST POWER POOL AND OKLAHOMA GAS AND ELECTRIC COMPANY
SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 Network Resources

The Network Resources are listed in Appendix 1.

2.0 Network Loads

The Network Load consists of the bundled native load or its equivalent for Network Customer load in Oklahoma Gas and Electric Company and Western Farmers Electric Cooperative Zones as listed in Appendix 3. The Network Customer's load in the Western Farmers Electric Cooperative Zone is dynamically telemetered to and included in the Oklahoma Gas and Electric Company's Zones as listed in Appendix 3.

The Network Customer's Network Load shall be measured on an hourly integrated basis, by suitable metering equipment located at each connection and delivery point, and each generating facility. The meter owner shall cause to be provided to the Transmission Provider, Network Customer and applicable Transmission Owner, on a monthly basis such data as required by Transmission Provider for billing. The Network Customer's load shall be adjusted, for settlement purposes, to include applicable Transmission Owner transmission and distribution losses, as applicable, as specified in Sections 8.5 and 8.6, respectively. For a Network Customer providing retail electric service pursuant to a state retail access program, profiled demand data, based upon revenue quality non-IDR meters may be substituted for hourly integrated demand data. Measurements taken and all metering equipment shall be in accordance with the Transmission Provider's standards and practices for similarly determining the Transmission Provider's load. The actual hourly Network Loads, by delivery point, internal generation site and point where power may flow to and from the Network Customer, with separate readings for each direction of flow, shall be provided.

3.0 Affected Zones and Intervening Systems Providing Transmission Service

The affected Zones are Oklahoma Gas and Electric Company and Western Farmers Electric Cooperative. The intervening systems providing transmission service are: None.

4.0 Electrical Location of Initial Sources

See Appendix 1.

5.0 Electrical Location of the Ultimate Loads

The loads of Network Customer identified in Section 2.0 hereof as the Network Load are electrically located within the Oklahoma Gas and Electric Company and Western Farmers Electric Cooperative Zones.

6.0 Delivery Points

The delivery points are the interconnection points identified in Section 2.0 as the Network Load.

7.0 Receipt Points

The Points of Receipt are listed in Appendix 2.

8.0 Compensation

Service under this Service Agreement may be subject to some combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

8.1 Transmission Charge

Monthly Demand Charge per Section 34 and Part V of the Tariff.

8.2 System Impact and/or Facility Study Charge

Studies may be required in the future to assess the need for system reinforcements in light of the ten-year forecast data provided. Future charges, if required, shall be in accordance with Section 32 of the Tariff.

8.3 Direct Assignment Facilities Charge

Charges for Transmission Direct Assignment are initially calculated to be $332.65 per month. A detail of the charges is included as Appendix 4.

8.4 Ancillary Service Charges

8.4.1 The following Ancillary Services are required under this Service Agreement.

a) Scheduling, System Control and Dispatch Service per Schedule 1 of the Tariff.

b) Tariff Administration Service per Schedule 1-A of the Tariff.

c) Reactive Supply and Voltage Control from Generation Sources Service per Schedule 2 of the Tariff.

d) Regulation and Frequency Response Service per Schedule 3 of the Tariff.

e) Energy Imbalance Service per Schedule 4 of the Tariff.

f) Operating Reserve - Spinning Reserve Service per Schedule 5 of the Tariff.

g) Operating Reserve - Supplemental Reserve Service per Schedule 6 of the Tariff.

The Ancillary Services may be self-supplied by the Network Customer or provided by a third party in accordance with Sections 8.4.2 through 8.4.4, with the exception of the Ancillary Services for Schedules 1, 1-A, and 2, which must be purchased from the Transmission Provider.

8.4.2 In accordance with the Tariff, when the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer shall indicate the source for its Ancillary Services to be in effect for the upcoming calendar year in its annual forecasts. If the Network Customer fails to include this information with its annual forecasts, Ancillary Services will be purchased from the Transmission Provider in accordance with the Tariff.

8.4.3 When the Network Customer elects to self-supply or have a third party provide Ancillary Services and is unable to provide its Ancillary Services, the Network Customer will pay the Transmission Provider for such services and associated penalties in accordance with the Tariff as a result of the failure of the Network Customer's alternate sources for required Ancillary Services.

8.4.4 All costs for the Network Customer to supply its own Ancillary Services shall be the responsibility of the Network Customer.

8.5 Real Power Losses - Transmission

The Network Customer shall be responsible for losses in accordance with Attachment M of the Tariff.

8.6 Real Power Losses - Distribution

8.7 Power Factor Correction Charge

8.8 Redispatch Charge

For transmission requests and network resources (denoted in the table below), provide generation redispatch power in the specified amounts necessary to alleviate loading on the facilities listed in Attachment A prior to completion of Service Upgrades, Reliability

and Construction Pending upgrades. The Network Customer agrees to provide redispatch pairs listed in Table 6 of the final posting of the respective Aggregate Study (denoted in the table below), and the Transmission Provider agrees that such redispatch will satisfy the redispatch obligation.

Transmission Request	Network Resource	Aggregate Study
74117758 (studied as 1454686)	Spirit Wind	2008-AGP1
74116096 (studied as 1405664)	Redbud	2008-AGP1
74115867 (studied as 1454686)	Service to Bennington Load	2008-AGP1
75081760 (studied as 73439915)	Keenan Wind	2009-AGP2
75081770 (studied as 73439927)	Taloga Wind	2009-AGP2
76658132 (studied as 74032254)	Crossroads Wind 1	2010-AGP1
76658138 (studied as 74032269)	Crossroads Wind 2	2010-AGP1
79452525 (studied as 76548702)	Cowboy Wind	2012-AG1

In the absence of implementation of interim redispatch as requested by the Transmission Provider for Network Customer transactions resulting in overloads on limiting facilities, the Transmission Provider shall curtail the customers schedule.

Such redispatch obligations shall be arranged in accordance with Attachment K and shall occur in advance of curtailment of other firm reservations impacting these constraints. Network Customer shall bear the cost of such redispatch.

This interim redispatch shall remain in place until the network upgrades are completed and the ATC required for this service is available.

8.9 Wholesale Distribution Service Charge

The Wholesale Distribution Service Charge cost support and monthly charge is detailed in Appendix 4.

8.10 Network Upgrade Charges

The Network Customer has confirmed the following supplemental Network Resources requiring Network Upgrades:

1. For service provided during the period December 1, 2006 – December 1, 2031, as confirmed per Transmission Service Request 1183948 pursuant to the results of Aggregate Study 2006-AG1-AFS-4, facility upgrades are required to accommodate the additional resource of 120MW of the Centennial Wind Project. The costs of these upgrades are assigned to the Network Customer but are fully base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Service Upgrades for Centennial Wind

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service	Date Upgrade Completed
FPL SWITCH - MOORELAND 138KV CKT 1 WFEC	Upgrade terminal equipment FPL Sw & Mooreland	WFEC	6/1/2006	8/1/2007
HAMON BUTLER - MOREWOOD 69KV CKT 1	Reconductor 1/0 to 336 ACSR - 15.0 miles	WFEC	6/1/2006	Withdrawn
KNOBHILL (KNOBHIL4) 138/69/13.2KV TRANSFORMER CKT 1	Replace bus tie with 100MVA transformer	OKGE	6/1/2006	12/12/2007

In the event these Network upgrade are delayed beyond the required completion dates, the Network Customer shall enter into, maintain and implement redispatch/mitigation agreements and plans to provide interim network integration transmission service until this network upgrade is completed and the ATC required for this service is available.

2. OU Spirit Wind, 120MW from POR – OKGE, Source – OKGESPIRITWIND to POD – OKGE, Sink- OKGE_OKGE, as more specifically identified in transmission request 74117758. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on June 1, 2010 and remain effective through June 1, 2035.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2008-AGP1 Service Upgrades by the required date as listed below. The costs of these upgrades are assigned to the Network Customer but are fully base plan fundable in accordance with Section III.A.Attachment J of the Tariff.

Service Upgrades required for OU Spirit Wind

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service	Date Upgrade Completed
ARCADIA - OMPA-EDMOND GARBER(LAKE) 138KV CKT 1	Replace Line Switches	OMPA	12/1/2010	6/1/2011
ARCADIA (ARCADIA2) 345/138/13.8KV TRANSFORMER CKT 1 Accelerate	Add 3rd 345/138KV Auto and convert the 345kV and 138kV to a breaker and a half configuration.	OKGE	6/1/2010	6/1/2012

3. Redbud, 648MW from POR – OKGE, Source – OKGEREDBUDPLT to POD – OKGE, Sink- 'OKGE_OKGE, as more specifically identified in transmission request 74116096. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on June 1, 2010 and remain effective through June 1, 2030.

   The requested service depends on and is contingent on completion of the following aggregate study SPP-2008-AGP1 Service Upgrades by the required date as listed below. The costs of these upgrades are assigned to the Network Customer but are fully base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Service Upgrades required for Redbud

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service	Date Upgrade Completed
ARCADIA - OMPA-EDMOND GARBER(LAKE) 138KV CKT 1	Replace Line Switches	OMPA	12/1/2010	6/1/2011
ARCADIA - REDBUD 345KV CKT 3	Add eight mile 3rd 345 kV line from Redbud to Arcadia	OKGE	6/1/2019	
ARCADIA (ARCADIA2) 345/138/13.8KV TRANSFORMER CKT 1 Accelerate	Add 3rd 345/138KV Auto and convert the 345kV and 138kV to a breaker and a half configuration.	OKGE	6/1/2010	6/1/2012
BRYANT - MEMORIAL 138KV CKT 1	Change out wavetrap to 2000A	OKGE	6/1/2019	

4. Keenan Wind, 152 MW from POR – OKGE, Source – OKGEKEENANWIND to POD – OKGE, Sink- OKGE_OKGE, as more specifically identified in transmission request 75081760. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on April 1, 2011 and remain effective through April 1, 2031.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2009-AGP2 Service Upgrades by the required date as listed below. The costs of these upgrades are assigned to the Network Customer but are fully base plan fundable or partially base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Service Upgrades required for Keenan Wind

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service	Date Upgrade Completed
CANTON - TALOGA 69KV CKT 1	Rebuild 10 miles to 336.4	WFEC	6/1/2011	
NORTHWEST 345/138/13.8KV TRANSFORMER CKT 1	Install third 345/138 kV Bus Tie in Northwest Sub	OKGE	6/1/2017	
TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	Auto XFMR 56 to 112MVA	WFEC	4/1/2011	

Network Customer shall pay estimated revenue requirements of $3,001.81 over the 240 month term of this service totaling $720,434.40 for Western Farmers Electric Cooperative Network Upgrades on the CANTON - TALOGA 69KV CKT 1 facility required by June 1, 2011. This upgrade consists of Rebuild 10 miles to 336.4

Network Customer shall pay estimated revenue requirements of $334.58 over the 240 month term of this service totaling $80,299.20 for Western Farmers Electric Cooperative Network Upgrades on the TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1 facility required by April 1, 2011. This upgrade consists of upgrading the autotransformer to 112MVA.

The requested service depends on and is contingent on completion of the following Planned Projects. These upgrades costs are not assignable to the Network Customer.

Planned Project Upgrade required for Keenan Wind

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
Line - Comanche County - Medicine Lodge 345 kV dbl ckt	Build a new 55 mile double circuit 345 kV line	MKEC	4/1/2011
Line - Hitchland - Woodward 345 kV dbl ckt OKGE	Build a new 60.5 mile double circuit 345 kV line	OKGE	4/1/2011
Line - Hitchland - Woodward 345 kV dbl ckt SPS	Build a new 60.5 mile double circuit 345 kV line	SPS	4/1/2011
Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC	Build a new 35 mile double circuit 345 kV line with at least 3000 A capacity from the new Medicine Lodge 345 kV substation to the WR interception from the Wichita substation.	MKEC	4/1/2011
Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE	Build a new 35 mile double circuit 345 kV line	WERE	4/1/2011
Line - Spearville - Comanche County 345 kV dbl ckt MKEC	Build a new 27.5 mile double circuit 345 kV line	MKEC	4/1/2011
Line - Spearville - Comanche County 345 kV dbl ckt SUNC	Build a new 27.5 mile double circuit 345 kV line with at least 3000 A capacity from the Spearville substation to the MKEC interception point from the new Comanche County substation.	SUNC	4/1/2011
Line - Woodward - Comanche County 345 kV dbl ckt MKEC	Build a new 5 mile double circuit 345 kV line	MKEC	4/1/2011
Line - Woodward - Comanche County 345 kV dbl ckt OKGE	Build a new 50 mile double circuit 345 kV	OKGE	4/1/2011
XFR - Medicine Lodge 345/138 kV	Install a 400 MVA 345/138 kV transformer at the new 345 kV Medicine Lodge substation.	MKEC	4/1/2011

5. Taloga Wind, 130 MW from POR – OKGE, Source – OKGETALOGAWIND to POD – OKGE, Sink- OKGE_OKGE, as more specifically identified in transmission request 75081770. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on April 1, 2011 and remain effective through April 1, 2031.

The requested service depends on and is contingent on completion of the following aggregate study SPP-2009-AGP2 Service Upgrades by the required date as listed below. The costs of these upgrades are assigned to the Network Customer but are fully base plan fundable or partially base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Service Upgrades required for Taloga Wind

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service	Date Upgrade Completed
CANTON - TALOGA 69KV CKT 1	Rebuild 10 miles to 336.4	WFEC	6/1/2011	
NORTHWEST 345/138/13.8KV TRANSFORMER CKT 1	Install third 345/138 kV Bus Tie in Northwest Sub	OKGE	6/1/2017	
TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	Auto XFMR 56 to 112MVA	WFEC	4/1/2011	

Network Customer shall pay estimated revenue requirements of $11,491.95 over the 240 month term of this service totaling $2,758,068.00 for Western Farmers Electric Cooperative Network Upgrades on the CANTON - TALOGA 69KV CKT 1 facility required by June 1, 2011. This upgrade consists of Rebuild 10 miles to 336.4

Network Customer shall pay estimated revenue requirements of $2,686.58 over the 240 month term of this service totaling $644,780.26 for Western Farmers Electric Cooperative Network Upgrades on the TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1 facility required by April 1, 2011. This upgrade consists of upgrading the autotransformer to 112MVA.

The requested service depends on and is contingent on completion of the following Planned Projects. These upgrades costs are not assignable to the Network Customer.

Planned Project Upgrade required for Taloga Wind

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
Line - Comanche County - Medicine Lodge 345 kV dbl ckt	Build a new 55 mile double circuit 345 kV line	MKEC	4/1/2011
Line - Hitchland - Woodward 345 kV dbl ckt OKGE	Build a new 60.5 mile double circuit 345 kV line	OKGE	4/1/2011
Line - Hitchland - Woodward 345 kV dbl ckt SPS	Build a new 60.5 mile double circuit 345 kV line	SPS	4/1/2011
Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC	Build a new 35 mile double circuit 345 kV line with at least 3000 A capacity from the new Medicine Lodge 345 kV substation to the WR interception from the Wichita substation.	MKEC	4/1/2011
Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE	Build a new 35 mile double circuit 345 kV line	WERE	4/1/2011
Line - Spearville - Comanche County 345 kV dbl ckt MKEC	Build a new 27.5 mile double circuit 345 kV line	MKEC	4/1/2011
Line - Spearville - Comanche County 345 kV dbl ckt SUNC	Build a new 27.5 mile double circuit 345 kV line with at least 3000 A capacity from the Spearville substation to the MKEC interception point from the new Comanche County substation.	SUNC	4/1/2011
Line - Woodward - Comanche County 345 kV dbl ckt MKEC	Build a new 5 mile double circuit 345 kV line	MKEC	4/1/2011
Line - Woodward - Comanche County 345 kV dbl ckt OKGE	Build a new 50 mile double circuit 345 kV	OKGE	4/1/2011
XFR - Medicine Lodge 345/138 kV	Install a 400 MVA 345/138 kV transformer at the new 345 kV Medicine Lodge substation.	MKEC	4/1/2011

6. Crossroads Wind 1, 198 MW from POR – OKGE, Source – OKGEXROADSWIND to POD – OKGE, Sink – OKGE_OKGE, as more specifically defined in transmission request 76658132. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on June 1, 2012 and remain effective through June 1, 2037.

   The requested service depends on and is contingent on completion of the following aggregate study SPP-2010-AGP1 Service Upgrades by the required date as listed below. The costs of these upgrades are assigned to the Network Customer but are fully base plan fundable or partially base plan fundable in accordance with Section III.A. Attachment J of the Tariff.

Service Upgrades required for Crossroads Wind 1

Upgrade	Solution	Transmission Owner	Date Required in Service	Date Upgrade Completed
EL RENO - SERVICE PL EL RENO 69KV CKT 1	Replace 400 amp CT in El Reno sub with 800 amp	OKGE	6/1/2017	
NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	Install third 345/138 kV Bus Tie in Northwest Sub	OKGE	6/1/2012	

The requested service depends on and is contingent on completion of the following Construction Pending Projects. These upgrades costs are not assignable to the Network Customer.

Construction Pending Project Upgrades required for Crossroads Wind 1

Upgrade	Solution	Transmission Owner	Date Required in Service
CANTON - TALOGA 69KV CKT 1	UPGRADE CANTON TO TALOGA TO 336.4	WFEC	6/1/2012
TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	Auto XFMR 56 to 112MVA	WFEC	6/1/2012

The requested service depends on and is contingent on completion of the following Expansion Plan Projects. These upgrades costs are not assignable to the Network Customer.

Expansion Plan Project Upgrades required for Crossroads Wind 1

Upgrade	Solution	Transmission Owner	Date Required in Service
Line - Comanche County - Medicine Lodge 345 kV dbl ckt	Build a new 55 mile double circuit 345 kV line	MKEC	1/1/2015
Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC	Build a new 35 mile double circuit 345 kV line with at least 3000 A capacity from the new Medicine Lodge 345 kV substation to the WR interception from the Wichita substation.	MKEC	1/1/2015
Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC	Build a new 28.6 mile dbl ckt 345 kV line with at least 3000 A capacity from the Medicine Lodge sub to the KS/OK state border towards the Woodward District EHV sub. Install the necessary breakers and terminal equipment at the Medicine Lodge sub.	MKEC	1/1/2015

Line - Spearville - Comanche County 345 kV dbl ckt MKEC	Build a new 27.5 mile double circuit 345 kV line	MKEC	1/1/2015
XFR - Medicine Lodge 345/138 kV	Install a 400 MVA 345/138 kV transformer at the new 345 kV Medicine Lodge substation.	MKEC	1/1/2015
Line - Hitchland - Woodward 345 kV dbl ckt OKGE	Build a new 60.5 mile double circuit 345 kV line	OKGE	7/1/2014
Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE	Build a new 79 mile dbl ckt 345 kV line with at least 3000 A capacity from the Woodward District EHV sub to the KS/OK state border towards the Medicine Lodge sub. Upgrade the Woodward District EHV sub with the necessary breakers and terminal equipment.	OKGE	1/1/2015
TUCO - WOODWARD 345 KV CKT 1 OKGE	Build new 345 kV line from Woodward EHV to Tuco	OKGE	6/1/2014
Line - Hitchland - Woodward 345 kV dbl ckt SPS	Build a new 60.5 mile double circuit 345 kV line	SPS	7/1/2014
TUCO - WOODWARD 345 KV CKT 1 SPS	Build new 345 kV line from Woodward EHV to Tuco	SPS	6/1/2014
Line - Spearville - Comanche County 345 kV dbl ckt SUNC	Build a new 27.5 mile double circuit 345 kV line with at least 3000 A capacity from the Spearville substation to the MKEC interception point from the new Comanche County substation.	SUNC	1/1/2015
Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE	Build a new 35 mile double circuit 345 kV line	WERE	1/1/2015

7. Crossroads Wind 2, 30 MW from POR – OKGE, Source – OKGEXROADSWIND to POD – OKGE, Sink – OKGE_OKGE, as more specifically defined in transmission request 76658138. Contingent upon the completion of required upgrades as specified below, designation of this network resource shall be effective on June 1, 2012 and remain effective through June 1, 2037.

Service Upgrades required for Crossroads Wind 2

Upgrade	Solution	Transmission Owner	Date Required in Service	Date Upgrade Completed
EL RENO - SERVICE PL EL RENO 69KV CKT 1	Replace 400 amp CT in El Reno sub with 800 amp	OKGE	6/1/2017	

NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	Install third 345/138 kV Bus Tie in Northwest **S**ub	OKGE	6/1/2012	

The requested service depends on and is contingent on completion of the following Construction Pending Projects. These upgrades costs are not assignable to the Network Customer.

Construction Pending Project Upgrades required for Crossroads Wind 2

Upgrade	Solution	Transmission Owner	Date Required in Service
CANTON - TALOGA 69KV CKT 1	UPGRADE CANTON TO TALOGA TO 336.4	WFEC	6/1/2012
TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	Auto XFMR 56 to 112MVA	WFEC	6/1/2012

The requested service depends on and is contingent on completion of the following Expansion Plan Projects. These upgrades costs are not assigned to the Network Customer.

Expansion Plan Project Upgrades required for Crossroads Wind 2

Upgrade	Solution	Transmission Owner	Date Required in Service
Line - Comanche County - Medicine Lodge 345 kV dbl ckt	Build a new 55 mile double circuit 345 kV line	MKEC	1/1/2015
Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC	Build a new 35 mile double circuit 345 kV line with at least 3000 A capacity from the new Medicine Lodge 345 kV substation to the WR interception from the Wichita substation.	MKEC	1/1/2015

Upgrade	Solution	Transmission Owner	Date Required in Service
Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC	Build a new 28.6 mile dbl ckt 345 kV line with at least 3000 A capacity from the Medicine Lodge sub to the KS/OK state border towards the Woodward District EHV sub. Install the necessary breakers and terminal equipment at the Medicine Lodge sub.	MKEC	1/1/2015
Line - Spearville - Comanche County 345 kV dbl ckt MKEC	Build a new 27.5 mile double circuit 345 kV line	MKEC	1/1/2015
XFR - Medicine Lodge 345/138 kV	Install a 400 MVA 345/138 kV transformer at the new 345 kV Medicine Lodge substation.	MKEC	1/1/2015
Line - Hitchland - Woodward 345 kV dbl ckt OKGE	Build a new 60.5 mile double circuit 345 kV line	OKGE	7/1/2014
Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE	Build a new 79 mile dbl ckt 345 kV line with at least 3000 A capacity from the Woodward District EHV sub to the KS/OK state border towards the Medicine Lodge sub. Upgrade the Woodward District EHV sub with the necessary breakers and terminal equipment.	OKGE	1/1/2015
TUCO - WOODWARD 345 KV CKT 1 OKGE	Build new 345 kV line from Woodward EHV to Tuco	OKGE	6/1/2014
Line - Hitchland - Woodward 345 kV dbl ckt SPS	Build a new 60.5 mile double circuit 345 kV line	SPS	7/1/2014
TUCO - WOODWARD 345 KV CKT 1 SPS	Build new 345 kV line from Woodward EHV to Tuco	SPS	6/1/2014
Line - Spearville - Comanche County 345 kV dbl ckt SUNC	Build a new 27.5 mile double circuit 345 kV line with at least 3000 A capacity from the Spearville substation to the MKEC interception point from the new Comanche County substation.	SUNC	1/1/2015
Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE	Build a new 35 mile double circuit 345 kV line	WERE	1/1/2015

8. The service requested in AQ study DPA-2012-March-143 and DPA-2012-June-193 depends on and is contingent on completion of the following Reliability Upgrades. Costs associated with these upgrades are not assignable to the Network Customer.

Upgrade	Solution	Transmission Owner	In-Service Date

Renfrow 345/138 kV Sub	Build Renfrow 345/138 kV substation with 400 MVA 345/138 kV bus tie transformer	OKGE	3/1/2013
Grant County 138/69 kV Sub	Grant County 138/69 kV substation	OKGE	3/1/2013
Renfrow - Grant County 138 kV	Build 138 kV Renfrow – Grant County transmission line	OKGE	3/1/2013
Koch Sub	Conversion of Koch substation from 69 kV to 138 kV	OKGE	3/1/2013

9. The service requested in AQ study DPA-2012-March-139 depends on and is contingent on completion of the following Reliability Upgrades. Costs associated with these upgrades are not assignable to the Network Customer.

Upgrade	Solution	Transmission Owner	In-Service Date
Mehan - Cushing 138 kV Uprate	Convert 14-mile Mehan - Cushing 69 kV line to 138 kV.	OKGE	6/1/2014
Stillwater - Spring Valley 138 kV Uprate	Convert 6-mile Stillwater - Spring Valley 69 kV line to 138 kV.	OKGE	6/1/2014
Spring Valley- Mehan 138 kV Uprate	Convert 3-mile Spring Valley - Mehan 69 kV line to 138 kV.	OKGE	6/1/2014
Spring Valley - Knipe Uprate 138 kV	Convert 8.7-mile Spring Valley - Knipe 69 kV line to 138 kV.	OKGE	6/1/2014
Greenwood Sub	Build new Greenwood substation with 138/69 kV transformer.	OKGE	3/1/2013
Cushing - Bristow 138 kV Tap	Tap existing Cushing - Bristow 138 kV line into new Greenwood substation.	OKGE	3/1/2013
Oak Grove - Hwy 99 Tap 69 KV	Tap existing Oak Grove - Hwy 99 Tap 69 kV circuit into new Greenwood substation.	OKGE	3/1/2013

10. Cowboy Wind, 60 MW from POR – OKGE, Source – OKGECWBYWIND to POD – OKGE, Sink – OKGE_OKGE, as more specifically defined in transmission request 79452525. Contingent upon the completion of required SPP-2012-AG1 upgrades as specified below, designation of this network resource shall be effective on May 1, 2014 and remain effective through December 19, 2032. Costs of the following Transmission Service Upgrades have been allocated to the Network Customer, but are fully Base Plan funded.

Transmission Service Upgrades

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
Hefner - Tulsa 138kV CKT 1	Reconductor 1.25 mile 138 kV Hefner - Tulsa transmission line with 1590AS52 conductor	OKGE	6/1/2019

The requested service depends on and is contingent on completion of the following Reliability and Construction Pending Upgrades. These upgrades costs are not assigned to the Network Customer.

Reliability Upgrade

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
DIVISION AVE - LAKESIDE 138KV CKT 1	Rebuild 3.58 mile line with 1590AS52 Conductor	OKGE	6/1/2019

Construction Pending Upgrade

Upgrade Name	Upgrade Description	Transmission Owner	Date Required in Service
NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	Install third 345/138 kV Bus Tie in Northwest Sub	OKGE	6/1/2014

B. Upon completion of construction of the assigned upgrades, funding of their costs shall be reconciled and trued-up against actual construction costs and requisite, additional funding or refund of excess funding shall be made between the Transmission Provider and the Network Customer.

C. Notwithstanding the term provisions of Section 4.0 of this Service Agreement, Customer shall be responsible for paying all charges specified as its obligation in

this Section 8.10 of this Attachment 1, for the term specified herein for each assigned upgrade.

8.11 Meter Data Processing Charge

8.12 Other Charges

Charges for Data Processing Services are initially calculated to be $19.48 per month. A detail of the charges is included as Appendix 4.

9.0 Credit for Network Customer-Owned Transmission Facilities

10.0 Designation of Parties Subject to Reciprocal Service Obligation

11.0 Other Terms and Conditions

APPENDIX 1

Network Resources of

OKLAHOMA GAS AND ELECTRIC COMPANY

APPENDIX 1
OKLAHOMA GAS AND ELECTRIC COMPANY
NETWORK RESOURCES

	Maximum Net Dependable Capacity		
Network Resource	**Summer**	**Winter**	**Location**
Horseshoe Lake 6	168.5	168.5	Oklahoma County, OK
Horseshoe Lake 7GT	17	17	Oklahoma County, OK
Horseshoe Lake 7	217	217	Oklahoma County, OK
Horseshoe Lake 8	387	387	Oklahoma County, OK
Horseshoe Lake 9	45.5	45.5	Oklahoma County, OK
Horseshoe Lake 10	45.5	45.5	Oklahoma County, OK
McClain 1	112.26	135	McClain County, OK
McClain 2	114.34	136	McClain County, OK
McClain 3	129	129	McClain County, OK
Muskogee 4	510.5	510.5	Muskogee County, OK
Muskogee 5	521.6	521.6	Muskogee County, OK
Muskogee 6	515	515	Muskogee County, OK
Mustang 1	53	53	Canadian County, OK
Mustang 2	53	53	Canadian County, OK
Mustang 3	117.5	117.5	Canadian County, OK

	Maximum Net Dependable Capacity		
Network Resource	**Summer**	**Winter**	**Location**
Mustang 4	250	250	Canadian County, OK
Seminole 1	522	522	Seminole County, OK
Seminole 2	500.5	500.5	Seminole County, OK
Seminole 3	519	519	Seminole County, OK
Sooner 1	535	535	Noble County, OK
Sooner 2	537	537	Noble County, OK
Tinker 5A	31	31	Oklahoma County, OK
Tinker 5B	33	33	Oklahoma County, OK
Centennial Wind	8	8	Centennial Wind Note: Firm transmission for 120 MW
Redbud 1G	80.2	85.2	Okla County, OK
Redbud 1S	72.8	77.4	Okla County, OK
Redbud 2G	79.7	84.7	Okla County, OK
Redbud 2S	72.5	77.1	Okla County, OK
Redbud 3G	79.9	85.0	Okla County, OK
Redbud 3S	72.1	76.6	Okla County, OK
Redbud 4G	79.9	84.9	Okla County, OK
Redbud 4S	72.2	76.8	Okla County, OK
Units under Contract			
Wind Energy Purchase Agreement between Oklahoma Gas and Electric Company and FPL Energy Sooner Wind, LLC dated June 6th, 2003	3	15	Woodward county, OK Note: Firm transmission for 51 MW
Power Sales Agreement between Oklahoma Gas and Electric Company and AES-Shady Point, Inc dated July 22, 1985 AES 1G	160	160	LeFlore County, OK
Power Sales Agreement between Oklahoma Gas and Electric Company and AES-Shady Point, Inc dated July 22, 1985 AES 2G	160	160	LeFlore County, OK
Power Sales Agreement between Powersmith Cogeneration Project Limited Partnership and Oklahoma Gas and Electric Company dated June 7, 2004 SMITH 1G	68	68	Oklahoma County, OK

	Maximum Net Dependable Capacity		
Network Resource	**Summer**	**Winter**	**Location**
Power Sales Agreement between Powersmith Cogeneration Project Limited Partnership and Oklahoma Gas and Electric Company dated June 7, 2004 SMITH 1S	52	52	Oklahoma County, OK
Contract between Southwestern Power Administration and Oklahoma Gas and Electric Company dated June 1, 1998	6	6	Firm Power
OU Spirit Wind	3.6	3.6	Woodward County, OK Note: Firm transmission for 120 MW
Keenan Wind	4.6	4.6	Woodward County, OK 0 MW of net dependable capacity with 152 MW of firm transmission rights Term of service is 4/1/2011 to 4/1/2031
Taloga Wind	3.9	3.9	Dewey County, OK 0 MW of net dependable capacity with 130 MW of firm transmission rights Term of service is 4/1/2011 to 4/1/2031
Crossroads Wind 1	5.94	5.94	Dewy County, OK 0 MW of net dependable capacity with 198 MW of firm transmission rights Term of service: 6/1/12 to 6/1/2037
Crossroads Wind 2	0.9	0.9	Dewy County, OK 0 MW of net dependable capacity with 30 MW of firm transmission rights Term of service: 6/1/2012 to 6/1/2037
Cowboy Wind	1.8	1.8	Kay County, OK 0 MW of net dependable capacity with 60 MW of firm transmission rights Term of service: 5/1/2014 to 12/19/2032

Appendix 2

Receipt Points of

OKLAHOMA GAS AND ELECTRIC COMPANY

APPENDIX 2 OKLAHOMA GAS AND ELECTRIC COMPANY RECEIPT POINTS

Tieline / Plant Name	Ownership	Voltage (kV)	Rating (MVA)
Generation Ties			
Horseshoe Lake	OKGE	69	
Horseshoe Lake	OKGE	138	
Horseshoe Lake	OKGE	345	
McClain	OKGE	138	
Muskogee	OKGE	69	
Muskogee	OKGE	161	
Muskogee	OKGE	345	
Mustang	OKGE	69	
Mustang	OKGE	138	
Seminole	OKGE	138	
Seminole	OKGE	345	
Enid	OKGE	69	
Sooner	OKGE	138	
Sooner	OKGE	345	
Tinker	OKGE	138	
Woodward	OKGE	69	
Woodward	OKGE	138	
Centennial Wind	OKGE	138	
Sooner Wind	OKGE	138	
Shady Point	OKGE	161	
Smith Co gen	OKGE	138	
OU Spirit Wind	OKGE	138	
Redbud	OKGE	345	
Transmission Tie Lines with PSO / SWEPCo(first entry is OG&E)			
Cromwell [515029] - Wetumka Tap [510883]	Metered at OG&E	69	59
Howe Inter [515259] - Midland [507189	Metered at OG&E	69	54
Maud [515055] - Fixico Tap [510877]	Metered at OG&E	138	107
Expl Glenpool [515248] - Riverside [509738]	Metered at PSO	138	357
Cimarron [514901]- Lawton Eastside [511468]	Metered at OG&E	345	956
Seminole [515045] – Pittsburg [510907]	Metered at OG&E	345	956

Appendix 3

Delivery Points of

OKLAHOMA GAS AND ELECTRIC COMPANY

APPENDIX 3
OKLAHOMA GAS AND ELECTRIC COMPANY
DELIVERY POINTS

SPP BUS	BUS NAME	OWNER	VOLTAGE (kV)
	OKGE Zone Load		
514701	BUNCHCK4	OKGE	138
514703	FAIRMNT4	OKGE	138
514710	WAUKOMI4	OKGE	138
514712	FAIRMON4	OKGE	138
514716	SALINE 2	OKGE	69
514717	KREMLIN2	OKGE	69
514718	VANCE 2	OKGE	69
514719	CLYDE 2	OKGE	69
514720	GOLTRY 2	OKGE	69
514723	CLEVLND2	OKGE	69
514724	HEMLOCK2	OKGE	69
514726	CHSTNUT2	OKGE	69
514727	ENID 2	OKGE	69
514728	SINCBLK2	OKGE	69
514731	SO4TH4 4	OKGE	138
514734	GLENWD 4	OKGE	138
514735	TURCRK 2	OKGE	69
514736	4CORNER2	OKGE	69
514738	KOCH 2	OKGE	138
514739	MEDFORD2	OKGE	69
514741	DEERCK 2	OKGE	69
514746	CHERKPL2	OKGE	69
514748	CONTEMP4	OKGE	138
514749	CONOCO24	OKGE	138
514753	CONORTH4	OKGE	138
514758	STDBEAR4	OKGE	138
514761	WHEAGLE4	OKGE	138
514762	3SANDS 2	OKGE	69
514763	CONBLKS2	OKGE	69
514766	ORLANDO2	OKGE	69
514769	NE ENID4	OKGE	138
514771	TANGIER2	OKGE	69
514773	NEWMAN 2	OKGE	69
514774	HENESEY4	OKGE	138
514778	CLECOR4	OKGE	138
514779	WDNITRO2	OKGE	69
514781	CEDARAV2	OKGE	69
514783	WOODWR11	OKGE	24.9
514787	DEWEY 4	OKGE	138
514788	GLASMTN4	OKGE	138
514789	MENOTAP4	OKGE	138
514791	CLEO 2	OKGE	69
514792	ALVAOGE2	OKGE	69
514793	ALINE 2	OKGE	69

SPP BUS	BUS NAME	OWNER	VOLTAGE (kV)
514794	KNOBHIL2	OKGE	69
514795	KNOBHIL4	OKGE	138
514796	IODINE-4	OKGE	138
514799	SNRPMP 4	OKGE	138
514811	OKARCHE2	OKGE	69
514814	KM CIM 2	OKGE	69
514816	YUKON 2	OKGE	69
514817	SVCELRN2	OKGE	69
514818	ELRENO 2	OKGE	69
514819	EL-RENO4	OKGE	138
514821	JENSEN 4	OKGE	138
514822	SOUTHRD4	OKGE	138
514823	ROMNOSE4	OKGE	138
514824	CRESENT2	OKGE	69
514827	CTNWOOD4	OKGE	138
514829	PINE ST4	OKGE	138
514830	FITZGRD4	OKGE	138
514831	WATRLOO4	OKGE	138
514835	MEMRIAL4	OKGE	138
514836	WILSHIR4	OKGE	138
514838	TENNESE4	OKGE	138
514839	BRYANT 4	OKGE	138
514842	CHTWOOD4	OKGE	138
514843	84TH ST4	OKGE	138
514844	BELISLE4	OKGE	138
514845	38TH ST2	OKGE	69
514846	38TH ST4	OKGE	138
514847	TULSA 4	OKGE	138
514849	LAKESID4	OKGE	138
514850	SKYLINE4	OKGE	138
514851	QUAILCK4	OKGE	138
514852	SLVRLAK4	OKGE	138
514853	DVISION4	OKGE	138
514854	BRADEN 4	OKGE	138
514861	MUSTANG4	OKGE	138
514862	RICHRDS	OKGE	138
514863	HAYMAKR4	OKGE	138
514864	PIEDMNT4	OKGE	138
514865	COUNCIL4	OKGE	138
514866	WESTOAK4	OKGE	138
514867	MERIDAN4	OKGE	138
514869	WESTERN4	OKGE	138
514870	STNWAL 4	OKGE	138
514871	PARKPL 4	OKGE	138
514873	LNEOAK 4	OKGE	138
514874	REMNGPK4	OKGE	138
514876	WILROGR4	OKGE	138
514887	WESTMOR4	OKGE	138
514889	CHEMTRN4	OKGE	138
514892	DAYTON 4	OKGE	138
514893	XEROX 4	OKGE	138

SPP BUS	BUS NAME	OWNER	VOLTAGE (kV)
514894	CZECHAL4	OKGE	138
514895	SARA 4	OKGE	138
514896	MORGAN 4	OKGE	138
514903	OUBROOK4	OKGE	138
514904	WESTHSE4	OKGE	138
514913	MAY AVE2	OKGE	69
514914	BETHANY2	OKGE	69
514915	WODLAWN2	OKGE	69
514916	WILROGR2	OKGE	69
514917	MCARTHR2	OKGE	69
514918	SW 64TH2	OKGE	69
514920	SW 5TH 4	OKGE	138
514922	CLASSEN4	OKGE	138
514923	LIGHTCK4	OKGE	138
514925	PENN 4	OKGE	138
514926	SANTAFE4	OKGE	138
514928	SOGATE 4	OKGE	138
514930	OAKTRET4	OKGE	138
514932	MLENIUM4	OKGE	138
514933	DRAPER 4	OKGE	138
514937	HSLWEST2	OKGE	69
514948	CEDARLN4	OKGE	138
514950	WILKINS4	OKGE	138
514951	LITTLAX2	OKGE	69
514952	STUBMAN4	OKGE	138
514955	MOORE 4	OKGE	138
514957	CHERYCK4	OKGE	138
514958	BOYD 4	OKGE	138
514959	FOSTER 4	OKGE	138
514961	GM 4	OKGE	138
514963	TROSPER4	OKGE	138
514964	NE10TH 4	OKGE	138
514966	MIDWAY 4	OKGE	138
514967	ROBINSN4	OKGE	138
514968	CALIF 2	OKGE	69
514969	NE30TH 2	OKGE	69
514971	GRNPAST2	OKGE	69
514973	RENO 4	OKGE	138
514974	DEEPFRK2	OKGE	69
514975	SW22ND 2	OKGE	69
514976	KENTUKY2	OKGE	69
514978	SAGE 2	OKGE	69
514980	SUNNYLN2	OKGE	69
514981	TINKER32	OKGE	69
514982	ELMCRK 2	OKGE	69
514984	WILDMRY4	OKGE	138
514986	GLENDAL4	OKGE	138
514987	DALE 4	OKGE	138
514988	TINKER44	OKGE	138
514990	TINKER24	OKGE	138
514991	LTRVRLK2	OKGE	69

SPP BUS	BUS NAME	OWNER	VOLTAGE (kV)
514992	TURNER 4	OKGE	138
514993	SE15TH 4	OKGE	138
514994	TINKER54	OKGE	138
514995	SPRNGHL2	OKGE	69
514996	ETOWAH 2	OKGE	69
515001	MACOMOC2	OKGE	69
515004	ROSEDAL2	OKGE	69
515006	MORRISN4	OKGE	138
515007	NOBLE 4	OKGE	138
515009	MCELROY4	OKGE	138
515013	MEHAN 2	OKGE	69
515014	KNIPE 2	OKGE	69
515015	SINDRUM2	OKGE	69
515017	CHANDLR2	OKGE	69
515018	ARCO PL2	OKGE	69
515020	PLCNTRT2	OKGE	69
515021	OAKGROV2	OKGE	69
515022	PIPELIN2	OKGE	69
515023	SHELCSH2	OKGE	69
515026	DRMRITE2	OKGE	69
515027	TIGERCK2	OKGE	69
515029	CROMWEL2	OKGE	69
515030	PRINCEV2	OKGE	69
515031	SVCPLDR2	OKGE	69
515032	CUSHING2	OKGE	69
515034	BRISTOW2	OKGE	69
515036	NINTHST	OKGE	69
515038	KRMG TP2	OKGE	69
515047	WARWICK4	OKGE	138
515048	KEYWEST4	OKGE	138
515051	JACKTWN4	OKGE	138
515052	TRIBBEY2	OKGE	69
515054	MAUD 2	OKGE	69
515056	WOLVERN4	OKGE	138
515057	MOBIL 4	OKGE	138
515058	ROCK CK4	OKGE	138
515060	INGLEWD4	OKGE	138
515061	STGREG 4	OKGE	138
515065	MCLOUD 2	OKGE	69
515067	PEARSON2	OKGE	69
515068	SHAWNEE2	OKGE	69
515069	RMINGTN2	OKGE	69
515070	MISSION2	OKGE	69
515072	SINCPAN2	OKGE	69
515077	FIXICO 2	OKGE	69
515078	FIXICO 4	OKGE	138
515079	KOLACHE2	OKGE	69
515081	CYPRESS2	OKGE	69
515082	HOLDNVL2	OKGE	69
515085	EMAHAKA2	OKGE	69
515086	LETHA 2	OKGE	69

SPP BUS	BUS NAME	OWNER	VOLTAGE (kV)
515088	LTRIVER2	OKGE	69
515089	WEWOKA 2	OKGE	69
515090	STLOUIS2	OKGE	69
515091	KONOWAP2	OKGE	69
515092	SMNLPMP2	OKGE	69
515093	JUMPRCK2	OKGE	69
515095	SRVCEPL2	OKGE	69
515096	SASAKWA2	OKGE	69
515097	WLNUTCK4	OKGE	138
515098	AMOCOT 2	OKGE	69
515101	PAULSVL2	OKGE	69
515102	ADA OC 2	OKGE	69
515103	RUSHCRK2	OKGE	69
515104	SHELL 2	OKGE	69
515107	SUN OIL2	OKGE	69
515108	KMWYNNE2	OKGE	69
515109	KMREF 2	OKGE	69
515111	DAVS 2	OKGE	69
515112	SULPHR 2	OKGE	69
515114	CHIGLEY4	OKGE	138
515118	JOLLYVL4	OKGE	138
515120	RUSSET-4	OKGE	138
515124	MAYSVIL4	OKGE	138
515125	WILDHRS2	OKGE	69
515126	CONTYLN2	OKGE	69
515129	RATLIFF4	OKGE	138
515130	POOLVIL4	OKGE	138
515131	FOX 4	OKGE	138
515132	DUNDEE 4	OKGE	138
515133	BLUERIV4	OKGE	138
515134	PRARPNT4	OKGE	138
515137	UNIROY 4	OKGE	138
515139	HEALDTN2	OKGE	69
515142	DILLARD4	OKGE	138
515143	WOLFCRK4	OKGE	138
515144	LONEGRV4	OKGE	138
515146	SINCLAR2	OKGE	69
515147	GLASSES4	OKGE	138
515148	MOBILOL2	OKGE	69
515150	CANEYCK4	OKGE	138
515151	LTLCITY4	OKGE	138
515154	EXPLRPL4	OKGE	138
515155	BODLE 4	OKGE	138
515156	BODL 4	OKGE	138
515157	BROWN 4	OKGE	138
515158	RATLIFF2	OKGE	69
515160	MRIETA 2	OKGE	69
515161	AIRPARK4	OKGE	138
515165	TOTAL 4	OKGE	138
515166	ARDMORE2	OKGE	69
515167	TOWERHT2	OKGE	69

SPP BUS	BUS NAME	OWNER	VOLTAGE (kV)
515168	HARRIS 2	OKGE	69
515171	CHIKSAW4	OKGE	138
515173	BERWYN 4	OKGE	138
515174	VANOSS 4	OKGE	138
515175	IDEAL 2	OKGE	69
515176	BUTRFLD4	OKGE	138
515178	PARKLN 4	OKGE	138
515179	BYNGSPA2	OKGE	69
515182	VALLYVU2	OKGE	69
515183	SOCPUMP2	OKGE	69
515184	MSKPORT5	OKGE	161
515185	FRISCCO2	OKGE	69
515186	HARDEN 2	OKGE	69
515188	AHLOSO 2	OKGE	69
515193	COLBRT-4	OKGE	138
515194	LAKEARB2	OKGE	69
515195	PRICESF2	OKGE	138
515196	MILLCRK4	OKGE	138
515198	PORUM 2	OKGE	69
515199	MUSKWW 2	OKGE	69
515200	KELLYVL4	OKGE	138
515201	CHECOTA2	OKGE	69
515202	WELLS 2	OKGE	69
515203	WEBBRFL2	OKGE	69
515204	MUSKAB 2	OKGE	69
515205	RVRSID 2	OKGE	69
515206	ILLINOI2	OKGE	69
515208	FANST 2	OKGE	69
515209	CALLERY2	OKGE	69
515213	WARNER 2	OKGE	69
515216	HONORHT2	OKGE	69
515217	TENYSON2	OKGE	69
515219	POLECAT4	OKGE	138
515229	AGENCY 2	OKGE	69
515231	HILLTOP2	OKGE	69
515236	SAPULPA2	OKGE	69
515237	TIBBENS4	OKGE	138
515238	VIAN 2	OKGE	69
515239	BIXBY 2	OKGE	69
515240	JAMESVL2	OKGE	69
515243	BOWDEN 4	OKGE	138
515244	HICKORY4	OKGE	138
515245	LONESTR4	OKGE	138
515247	BEELINE4	OKGE	138
515248	EXPLGLN4	OKGE	138
515249	BEGGS 4	OKGE	138
515250	HANCOK-5	OKGE	161
515251	EUCLID 5	OKGE	161
515252	ROSSLAK5	OKGE	161
515255	SEQUOYA2	OKGE	69
515256	MULDROW2	OKGE	69

SPP BUS	BUS NAME	OWNER	VOLTAGE (kV)
515257	ROLANRD2	OKGE	69
515260	HOWESW 2	OKGE	69
515264	TARBY 5	OKGE	161
515269	SPIROCL2	OKGE	69
515272	PANAMA 2	OKGE	69
515274	CAVANAL2	OKGE	69
515275	POTEAU 2	OKGE	69
515278	HEAVENR2	OKGE	69
515280	YAFFE 2	OKGE	69
515283	CAVANGH2	OKGE	69
515284	SO SIDE2	OKGE	69
515287	CARNALL2	OKGE	69
515288	PARKVU 2	OKGE	69
515289	ALBRTPK2	OKGE	69
515290	BELLAVE2	OKGE	69
515291	WHEELER2	OKGE	69
515292	FACTORY2	OKGE	69
515295	EXPOPRK2	OKGE	69
515296	SPALDNG2	OKGE	69
515298	VBAVEC 2	OKGE	69
515306	ARKOMA 5	OKGE	161
515307	3RDST 2	OKGE	69
515309	ALCOA 5	OKGE	161
515310	QUANXTP5	OKGE	161
515311	BARLING5	OKGE	161
515312	SHORTMT2	OKGE	69
515315	OAKPARK5	OKGE	161
515325	HELBERG2	OKGE	69
515328	IGO 2	OKGE	69
515330	ALTUS 2	OKGE	69
515332	SIMMONS5	OKGE	161
515334	ALMA 5	OKGE	161
515341	WHITESD5	OKGE	161
515343	MASSARD5	OKGE	161
515345	COLONY 5	OKGE	161
515349	BATTLEF5	OKGE	161
515350	NITROUS5	OKGE	161
515351	GERBER	OKGE	161
515360	TWNBRDG5	OKGE	161
515723	5TRIBES1	OKGE	13.2
515736	MAUD 1	OKGE	13.2
515753	RENO 1	OKGE	13.8
515772	BRANCH31	OKGE	34.5
515775	CARNAL11	OKGE	34.5
515777	ETNA 11	OKGE	34.5
515779	LSPADR21	OKGE	34.5
515783	SHORTM11	OKGE	34.5
515789	BRANCH61	OKGE	34.5
	AEP Zone		
510862	COALGAT4 138.00	AEP	138

SPP BUS	BUS NAME	OWNER	VOLTAGE (kV)
515460	TALBEAR4	OKGE	138
510879	ATOKA P2 69.000	AEP	69
	Western Farmers Control Area		
515370	BlueBrd4	WFEC	138

Attachment A

Redispatch Required for Transmission Service

Request	Limiting Facility	Direction of Flow	Upgrade(s)	Relief Amount	Outage(s)	Season of Relief
75081760 (Studied as 73439915)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	3.6	CEDARDALE - MOORELAND 138KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	1.4	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	4.1	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	1.5	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	1.5	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	4.1	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade

75081760 (Studied as 73439915)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Upgrade Set 1: Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC Line - Woodward - Comanche County 345 kV dbl ckt MKEC Line - Woodward - Comanche County 345 kV dbl ckt OKGE XFR - Medicine Lodge 345/138 kV	4.1	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Upgrade Set 1	4	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Upgrade Set 1	4	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Upgrade Set 1	18	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Upgrade Set 1	21	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Upgrade Set 1	21	WWRDEHV7 345.00 (WWDEHV)345/138/13.8KVTRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	15	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade

75081760 (Studied as 73439915)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	21	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	15	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	21	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	15	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	21	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Upgrade Set 1	3.5	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Upgrade Set 1	3.8	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Upgrade Set 1	3.8	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	2.9	DEWEY - SOUTHARD 138KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	3.7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade

75081760 (Studied as 73439915)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	3.3	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	3.7	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	3.7	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081760 (Studied as 73439915)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	3.3	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	ARCADIA (ARCADIA2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	ARCADIA (ARCADIA2) 345/138/13.8KV TRANSFORMER CKT 1 Accelerated	8.4	ARCADIA (ARCADIA3) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	ARCADIA (ARCADIA3) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	ARCADIA (ARCADIA2) 345/138/13.8KV TRANSFORMER CKT 1 Accelerated	4.7	ARCADIA (ARCADIA2) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	6	CEDARDALE - MOORELAND 138KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	1.8	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	5.2	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	2	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade

75081770 (Studied as 73439927)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	1.9	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	5.2	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Upgrade Set 1	2.8	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Upgrade Set 1	2.8	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Upgrade Set 1	2.8	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Upgrade Set 1	4.9	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Upgrade Set 1	5.9	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Upgrade Set 1	5.9	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	10	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	15	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	11	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade

75081770 (Studied as 73439927)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	15	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	15	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Upgrade Set 1	11	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	ARCADIA (ARCADIA2) 345/138/13.8KV TRANSFORMER CKT 1 Accelerated	3.9	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Upgrade Set 1	4.4	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Upgrade Set 1	4.8	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Upgrade Set 1	4.9	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	10	DEWEY - SOUTHARD 138KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	8.4	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	8.3	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade

75081770 (Studied as 73439927)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	7.5	TATONGA7 345.00 - WWRDEHV7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	8.3	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
75081770 (Studied as 73439927)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	7.5	WWRDEHV7 345.00 (WWDEHV) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	11.4	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	25.7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

76658132 (Studied as 74032254)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	11.7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	6/1/16 - 10/1/16
76658132 (Studied as 74032254)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	46.4	NORTHWEST - TATONGA7 345.00 345KV CKT 1	12/1/16 - 4/1/17

76658132 (Studied as 74032254)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	46.2	NORTHWEST - TATONGA7 345.00 345KV CKT 1	6/1/16 - 10/1/16
76658132 (Studied as 74032254)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	47	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade

76658132 (Studied as 74032254)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	46.3	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	8.9	NORTHWEST - TATONGA7 345.00 345KV CKT 1	12/1/16 - 4/1/17

76658132 (Studied as 74032254)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	38.2	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	8.9	NORTHWEST - TATONGA7 345.00 345KV CKT 1	6/1/16 - 10/1/16

76658132 (Studied as 74032254)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	38	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	12	NORTHWEST - TATONGA7 345.00 345KV CKT 1	12/1/16 - 4/1/17

76658132 (Studied as 74032254)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	34	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	119	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

76658132 (Studied as 74032254)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	118.9	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	34	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

76658132 (Studied as 74032254)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	34	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	34	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade

76658132 (Studied as 74032254)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	25.9	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	11.1	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	6/1/16 - 10/1/16
76658132 (Studied as 74032254)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	11.2	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	6/1/16 - 10/1/16
76658132 (Studied as 74032254)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	20.7	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	11.2	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	11.2	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade

76658132 (Studied as 74032254)	ELK CITY - RED HILLS WIND 138KV CKT 1	TO->FROM	TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS	2.1	FINNEY SWITCHING STATION - Hitchland Interchange 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658132 (Studied as 74032254)	ELK CITY - RED HILLS WIND 138KV CKT 1	TO->FROM	TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS	7.3	BASE CASE	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	1.7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	CANTON - TALOGA 69KV CKT 1	TO->FROM	CANTON - TALOGA 69KV CKT 1	1.7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	7.1	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade

76658138 (Studied as 74032269)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	3.9	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	6/1/16 - 10/1/16

76658138 (Studied as 74032269)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	1.8	NORTHWEST - TATONGA7 345.00 345KV CKT 1	12/1/16 - 4/1/17
76658138 (Studied as 74032269)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade

76658138 (Studied as 74032269)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	1.3	NORTHWEST - TATONGA7 345.00 345KV CKT 1	12/1/16 - 4/1/17
76658138 (Studied as 74032269)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	5.8	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

76658138 (Studied as 74032269)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	1.4	NORTHWEST - TATONGA7 345.00 345KV CKT 1	6/1/16 - 10/1/16
76658138 (Studied as 74032269)	GLASS MOUNTAIN - MOORELAND 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	5.8	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade

76658138 (Studied as 74032269)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	1.8	NORTHWEST - TATONGA7 345.00 345KV CKT 1	6/1/16 - 10/1/16
76658138 (Studied as 74032269)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	18	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

76658138 (Studied as 74032269)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	18	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	5.2	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade

76658138 (Studied as 74032269)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	5.2	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 12/1 - 4/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	ROMAN NOSE - SOUTHARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	12/1/16 - 4/1/17

76658138 (Studied as 74032269)	FPL SWITCH - WOODWARD 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	3.9	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	5.2	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade

76658138 (Studied as 74032269)	ELK CITY - RHWIND4 138.00 138KV CKT 1	TO->FROM	Line - Comanche County - Medicine Lodge 345 kV dbl ckt Line - Hitchland - Woodward 345 kV dbl ckt OKGE Line - Hitchland - Woodward 345 kV dbl ckt SPS Line - Medicine Lodge - Wichita 345 kV dbl ckt MKEC Line - Medicine Lodge - Wichita 345 kV dbl ckt WERE Line - Medicine Lodge - Woodward 345 kV dbl Ckt MKEC Line - Medicine Lodge - Woodward 345 kV dbl Ckt OKGE Line - Spearville - Comanche County 345 kV dbl ckt MKEC Line - Spearville - Comanche County 345 kV dbl ckt SUNC TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS XFR - Medicine Lodge 345/138 kV	5.2	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	1.7	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	6/1/16 - 10/1/16
76658138 (Studied as 74032269)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	1.7	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	6/1/16 - 10/1/16
76658138 (Studied as 74032269)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	3.1	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	1.7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 12/1 - 4/1 Until EOC of Upgrade
76658138 (Studied as 74032269)	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	FROM->TO	TALOGA (TALOGA) 138/69/13.8KV TRANSFORMER CKT 1	1.7	NORTHWEST - TATONGA7 345.00 345KV CKT 1	Starting 2012 6/1 - 10/1 Until EOC of Upgrade

76658138 (Studied as 74032269)	ELK CITY - RED HILLS WIND 138KV CKT 1	TO->FROM	TUCO - WOODWARD 345 KV CKT 1 OKGE TUCO - WOODWARD 345 KV CKT 1 SPS	1.1	BASE CASE	Starting 2013 6/1 - 10/1 Until EOC of Upgrade
79452525 (Studied as 76571379)	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	1.6	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	6/1/14 - 10/1/14
79452525 (Studied as 76571379)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	5.1	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	6/1/14 - 10/1/14
79452525 (Studied as 76571379)	NORTHWEST (NORTWST2) 345/138/13.8KV TRANSFORMER CKT 1	FROM->TO	NORTHWEST 345/138/13.8KV TRANSFORMER CKT 3 Accelerated	5.3	NORTHWEST (NORTWST3) 345/138/13.8KV TRANSFORMER CKT 1	12/1/14 - 4/1/15

Appendix 4

Interconnection and Local Delivery Service Agreement

between

American Electric Power Service Corporation

and

Oklahoma Gas and Electric Company

INTERCONNECTION AND LOCAL DELIVERY SERVICE AGREEMENT

This Interconnection and Local Delivery Service Agreement including all appendices referenced and attached ("Agreement") is entered into this _1st_ day of September 2008, by and between Oklahoma Gas and Electric Company ("OGE" or "Customer"), and American Electric Power Service Corporation, as Designated Agent for the AEP Operating Companies[1] ("AEP"), being sometimes herein referred to collectively as the "Parties" or singularly as a "Party". In consideration of the mutual covenants and agreements herein, it is agreed as follows:

WITNESSETH:

WHEREAS, the AEP companies are wholly owned subsidiaries of American Electric Power Company, Inc., owning and operating, *inter alia*, electric facilities for, and engaged in, the generation, transmission, distribution and sale of electric power and energy;

WHEREAS, Customer is an electric utility engaged in the generation, purchase, sale, transmission and/or distribution of electric power and energy; and

WHEREAS, Southwest Power Pool, Inc. ("SPP"), is a Regional Transmission Organization ("RTO"), offering transmission service to eligible customers, and having functional control over the AEP West Zone transmission network ("Transmission Provider"); and

WHEREAS, the Parties wish to establish the terms and conditions of the local delivery services as defined under this Interconnection and Local Delivery Service Agreement ("ILDSA") that AEP will provide to Customer in coordination with, but separate from, the transmission service that will be provided by the SPP RTO;

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

Article 1. Applicable Tariffs

1.1 Applicability of Tariffs: During the term of this Agreement, as it may be amended from time to time, AEP agrees to provide Interconnection and Local Delivery Services for the Customer, and the Customer agrees to pay for such services the charges identified in Attachment 1 hereto and such other charges as shall be applicable hereunder, in accordance with this Agreement and the applicable provisions of the Open Access Transmission Tariff of the AEP System ("AEP Tariff") and as to certain provisions referenced herein, the Open Access Transmission Tariff of the SPP

[1] Public Service Company of Oklahoma and Southwestern Electric Power Company both of which do business in the SPP as AEP.

RTO ("SPP Tariff"), as each tariff shall at any time during the term of this Agreement be on-file and accepted by the Federal Energy Regulatory Commission ("Commission"), including any applicable Schedules and Attachments appended to such tariffs. Interconnection and Local Delivery Services means services described herein which are subject to the jurisdiction of the Commission but not provided by the SPP RTO under the SPP Tariff. AEP shall not provide any services or make any charges hereunder that are provided or charged by the SPP RTO under the SPP Tariff or that would be provided or charged under the AEP Tariff. Capitalized terms that are not defined within this Agreement shall have the meanings as specified in the SPP Tariff or the AEP Tariff as applicable.

1.2 Governance over Conflicts: The terms and conditions of such Interconnection and Local Delivery Services shall be governed by this Agreement and the AEP Tariff, as it exists at the time of this Agreement, or as hereafter amended. The AEP Tariff, as it currently exists or as hereafter amended, is incorporated in this Agreement by reference. In the case of any conflict between this Agreement and the AEP Tariff or SPP Tariff, the AEP Tariff or SPP Tariff shall control, except that the SPP Tariff shall control if the AEP Tariff and the SPP Tariff are in conflict.

Article 2. Delivery Points

2.1 Existing Delivery Points: Unless the Parties shall subsequently otherwise agree, the existing facilities connecting the Customer's (or its members') power delivery facilities to the AEP power delivery facilities ("Delivery Points") listed in Attachment 1, and illustrated in corresponding one line diagram(s) contained in Attachment 2, shall be continued in service. The Customer and AEP shall endeavor to operate their respective facilities in continuous synchronism through such Delivery Points as shall from time to time be established by mutual agreement between the Parties. AEP and the Customer, acting through its members if applicable, to the extent practicable, shall each maintain the facilities on their respective sides of such points, and future points of delivery as may be established from time to time in accordance with Good Utility Practice, in order that said facilities will operate in a reliable and satisfactory manner, and without material reduction in their intended capacity or purpose.

If the function of any such facility is impaired or the capacity of any point of delivery is reduced or such synchronous operation at any point of delivery becomes interrupted, either manually or automatically, as a result of *Force Majeure* or maintenance coordinated by the Parties, AEP and the Customer, acting through its members if applicable, shall cooperate to remove the cause of such impairment, interruption or reduction, so as to restore normal operating conditions expeditiously.

Notwithstanding this or any other provision of this Agreement, AEP shall retain the sole responsibility and authority for operating decisions as they relate to the integrity and security of the AEP system.

2.1.1 Interruption or Reduction of Service at the Delivery Points: The continuity of service at any Delivery Point provided under this Agreement may be interrupted or reduced, (a) by operation of automatic equipment installed for power system protection, (b) after consultation with the affected Party, if practicable, at any time that a Party deems it desirable for installation, maintenance, inspection, repairs, or replacement of equipment, and (c) at any time that in the judgment of the interrupting Party such action is necessary to protect personnel or the public, preserve the integrity of, or to prevent or limit any instability on, or to avoid a burden on, their respective system or prevent damage to equipment.

2.2 Changes in Delivery Points and Local Delivery Facilities: When it becomes necessary or desirable to make changes in the Delivery Point facilities, to upgrade, retire, replace or establish a new Delivery Point, including metering or other facilities at such location, the provisions of this Section shall apply.

2.2.1 Study Requests for Changes in Delivery Facilities: The Customer shall make requests for changes in local delivery facilities, including facility upgrades, retirements and replacements, or the establishment of any new Delivery Point in writing to AEP, delivered to Manager, Transmission and Interconnection Services, and to Manager, Southwest Transmission Planning. If applicable, AEP will coordinate with the SPP regarding studies that are required to evaluate such requests. If applicable, Customer agrees to enter into agreements with SPP for SPP to study such requests. A request for a new Delivery Point or modification of an existing Delivery Point should include, at a minimum, the following information:

a) Nature of the change such as: modifications to an existing Delivery Point, new Delivery Point, increased capacity, and retirement, etc.;
b) Location of the Delivery Point;
c) Voltage class of the Delivery Point;
d) Specific AEP transmission facility that the Delivery Point is to be connected to;
e) Amount of load to be served by the Delivery Point for the first 5 years;
f) Specific modifications to an existing Delivery Point, if applicable; and
g) Desired in-service date.

2.2.2 System Impact Study: Unless otherwise mutually agreed, AEP shall respond within five (5) Business Days of receipt of such a request and provide a System Impact Study ("SIS") Agreement and a list of any additional information that AEP would require from the Customer to proceed with such study. The study agreement shall commit the Customer to pay AEP the actual cost to complete the study and make an advance deposit equal to the estimated study cost or $25,000, which ever is less. The Customer shall execute and deliver the SIS Agreement and required deposit to AEP within thirty (30) Calendar Days following its receipt. Upon receipt of the executed study agreement, study data, and the required deposit, AEP shall carry out the SIS. In the SIS, AEP shall assess the feasibility of modifying an existing Delivery Point or establishing the new Delivery Point using power flow and short circuit analyses and any other analyses that may be appropriate.

If the Customer fails to return an executed SIS Agreement within thirty (30) Calendar Days of receipt or at a later date as the Parties may mutually agree, AEP shall deem the study request to be withdrawn. The Customer may withdraw its study request at any time by written notice of such withdrawal to AEP.

AEP shall issue a report to the Customer within sixty (60) Calendar Days of the receipt of an executed SIS Agreement, or at a later date as the Parties may mutually agree. If AEP is unable to complete such study in the allotted time, AEP shall provide an explanation to the Customer regarding the cause(s) of such delay and a revised completion date and study cost estimate.

Upon completion of the SIS, the Customer shall reimburse AEP for the unpaid cost of the SIS if the cost of the study exceeds the deposit. AEP shall refund the Customer, with interest, any portion of the deposit that exceeds the cost of the SIS. Or, at the written request of the Customer, AEP shall apply the remaining balance to the Facilities Study. The interest rate will be computed in accordance with 18 C.F.R. § 35.19a(a)(2).

2.2.3 Facilities Study: Following the completion of the SIS, AEP shall provide to the Customer a Facilities Study ("FS") Agreement. The FS Agreement shall provide that the Customer shall compensate AEP for the actual cost of the FS. The Customer shall execute the FS Agreement and deliver the executed FS Agreement to AEP within thirty (30) Calendar Days following its receipt together with the required technical data and deposit in an amount equal to the estimated cost of the FS or $25,000, which ever is less. The FS shall determine the details and estimated cost of facilities necessary for establishing the requested Delivery Point and any system additions/upgrades needed to address any problems identified in the SIS. AEP shall complete the study and issue a FS report to the Customer within ninety (90) Calendar Days after receipt of an executed FS Agreement, deposit and necessary data, or at a later date as the Parties may mutually agree.

If the Customer fails to return an executed FS Agreement within thirty (30) Calendar Days of receipt or at a later date as the Parties may mutually agree, AEP shall deem the study request to be withdrawn. The Customer may withdraw its study request at any time by written notice of such withdrawal to AEP.

The results of the FS shall be valid for a period of one year from the date the FS report is delivered to Customer. If the Customer delays for more than one year the continuation of the process for establishment of a new Delivery Point by failing to execute a Facilities Agreement (as described in Section 2.3), the Customer's request shall be deemed withdrawn and a new request and potentially new SIS and FS shall be required.

Upon completion of the FS, the Customer shall reimburse AEP for the unpaid cost of the FS if the cost of the FS exceeds the deposit. AEP shall refund the Customer, with interest, any

portion of the deposit that exceeds the cost of the FS. The interest rate will be computed in accordance with 18 C.F.R. § 35.19 a(a)(2).

2.2.4 Expedited System Study("ES Study"): If AEP determines, based on Good Utility Practice, that minimum efforts are needed to carry out the requested Delivery Point modifications/additions, AEP shall, upon request by the Customer, offer a single agreement covering the System Impact Study and Facilities Study, the "Expedited System Study Agreement." The Expedited System Study Agreement shall commit the Customer to pay AEP the actual cost to complete the ES Study and to make an advance deposit equal to the estimated study cost or $25,000, which ever is less.

If the Customer fails to return an executed Expedited System Study Agreement within thirty (30) Calendar Days of receipt along with the required deposit, or at a later date as the Parties may mutually agree, AEP shall deem the ES Study request to be withdrawn. The Customer may withdraw its ES Study request at any time by written notice of such withdrawal to AEP. AEP shall complete the ES Study and issue an ES Study report to the Customer within sixty (60) Calendar Days after receipt of an executed Expedited System Study Agreement, deposit and necessary data, or at a later date as the Parties may mutually agree.

Upon completion of the ES Study, the Customer shall reimburse AEP for the unpaid cost of the ES Study if the cost of the ES Study exceeds the deposit. AEP shall refund the Customer, with interest, any portion of the deposit that exceeds the cost of the ES Study. The interest rate will be computed in accordance with 18 C.F.R. § 35.19 a(a)(2).

2.2.5 Modifications to Study Request: During the course of a System Impact Study, Facilities Study, or Expedited System Study, either the Customer or AEP may identify desirable changes in the planned facilities that may improve the costs and/or benefits (including reliability) of the planned facilities. To the extent the revised plan and study schedule are acceptable to both AEP and the Customer, such acceptance not to be unreasonably withheld, AEP shall, at Customer's Expense, proceed with any necessary restudy.

2.3 Engineering, Design and Construction of New Facilities: If, pursuant to a request by the Customer, AEP agrees to provide engineering, design and construction of facilities described in the final study report, a facilities agreement ("Facilities Agreement") shall be executed by the Customer and AEP specifying the terms and conditions. Each such Facilities Agreement will be incorporated into this Agreement, initially as an attachment hereto, and after project completion through inclusion in Attachment 1 and Attachment 2. Following the execution of the Facilities Agreement, the receipt of any outstanding technical information, deposit or instrument or showing that Customer meets the financial creditworthiness requirements of the AEP Tariff Section 11 ("Creditworthiness"), AEP will proceed with the engineering, design, and procurement activities to construct, reconfigure, upgrade, replace, or retire such local delivery or other facilities. All

Facilities Agreements for Delivery Points existing as of the date of this Agreement and described in Attachment 1 shall remain in full force and effect in accordance with their terms.

2.4 Cost Recovery Protection: Pursuant to this Agreement, AEP and Customer will cooperate regarding the planning, provision and utilization of transmission and local delivery facilities needed to reliably deliver power and energy to Customer's loads connected to AEP's facilities. As such, AEP may be required to construct or otherwise expand transmission and local delivery facilities, predicated upon Customer's planned use of such facilities, including the Customer's planned use of external and internal generating capacity. If the Customer alters its use of the transmission and/or local delivery service facilities, through the transfer of load to the system of another service provider, AEP shall be entitled to compensation for "Stranded Costs" to the extent such load transfer causes AEP's revenues to be reduced. Any such claim for Stranded Costs by AEP shall be net of the present value of any incremental transmission revenue that AEP will receive by providing transmission or local delivery service to other customers using the transmission or local delivery capacity freed up by the Customer's load change. To the extent practicable, AEP will make efforts to find customers to take the available transmission service to minimize the stranded cost recovery on a case by case basis. AEP will make a Section 205 filing under part 35 of Commission's regulations to seek Commission authorization for any Stranded Cost recovery, identifying the facilities and voltages and recovery support for the cost and duration of the recovery period. This Section 2.4 shall not apply if Customer is making payments pursuant to Section 2.5 or Section 2.6.

2.5 Abandonment of Exclusive-Use Facilities: In the event Customer abandons a Delivery Point that is exclusively dedicated to service to Customer, Customer shall pay AEP the depreciated book value plus removal cost less salvage value of equipment used exclusively to supply Customer or Customer may purchase such facilities at depreciated book value provided Customer removes or otherwise disconnects such facilities from a direct connection to the AEP system.

2.6 Abandonment of Joint-Use Facilities and Reductions in Load: If a Party abandons a Delivery Point that is used to supply the retail loads of both Parties or if it removes load from such a Delivery Point, for each of the next two (2) years following such abandonment or reduction in loading, the Party initiating the change shall continue to bear the same cost for its share of any joint-use distribution-related facilities.

2.7 In-Line Facilities: Except as provided in Attachment 5, AEP shall have the sole right to operate, maintain, and at its option, to own any facilities that are required to be installed in-line with AEP's facilities and that may affect the continuity and reliability of AEP facilities that provide or protect service to other customers.

2.8 Connection Guide: The requirements for connection of non-generating facilities to the AEP West transmission system are contained in the AEP document "Guidelines for Generation, Transmission and Transmission Electricity End-Users Interconnections Facilities", referred to herein as the "Connection Guide" and the "AEP Guide for Application of In-Line Manual Air Break Switches, Automatic Air Break Switches or Circuit Breakers Switching Guidelines", referred to as

the "Switching Guide". Copies of these documents can be obtained from AEP Transmission Planning.

Article 3. Local Delivery Services

3.1 Measurement of Load At Each Delivery Point: The Customer's load, kW, kWh and kVAr at each Delivery Point shall be measured at least on an hourly integrated basis, by suitable revenue grade metering equipment. The measurements taken and required metering equipment shall be as needed for all settlement purposes under this Agreement, the AEP Tariff and the SPP Tariff and in accordance with the AEP standards and practices as contained in the Connection Guide. At points where power may flow to and from the Customer, separate measurements shall be obtained for each direction of flow. Any necessary metered data shall be made available with such frequency and at such times as may be required by AEP, Customer, and SPP in suitable electronic format. If AEP, Customer or SPP requires real-time load or facility status information from any Delivery Point, the other Party shall cooperate, to the extent necessary, in order that such monitoring and telecommunications equipment, as shall be needed for such purpose may be installed and maintained during normal business hours common to AEP and Customer. AEP shall provide to Customer, on a monthly basis by the fifth (5^{th}) Business Day after the end of the prior month, such data as required for billing. Customer shall compensate AEP for metering and meter data processing services as specified in Attachment 1 of this Agreement.

Customer will be permitted to remotely interrogate any delivery point meter for the purpose of obtaining load data and, if available, power quality data through read-only access via the AEP delivery point meter modem and telephone circuit or real time Supervisory Control and Data Acquisition ("SCADA") system equipment. At the request of Customer, AEP will cooperate on the installation of "smart" technology metering in place of the standard metering equipment at a delivery point, provided; however, that AEP shall not be obligated to install, operate or maintain any meter or related equipment that is not approved for use on the AEP System. AEP will also cooperate with Customer on the installation of any additional telephone circuit(s) and/or satellite communications devices with associated data circuits or other mode(s) of communications and allow for the connection of such meter communications circuit(s) to the Customer's real time SCADA system equipment, provided that such equipment connections and communications can be accomplished in a manner that does not interfere with the operation of AEP equipment or fulfillment of any statutory or contractual obligation. If the potential for such interference exists, AEP will work with the Customer, through reasonable measures, to resolve such metering and/or communications issues. As with standard metering, Customer will bear all costs associated with smart technology metering, additional communication, and/or SCADA equipment it requests.

3.2 Compensation for Local Delivery Services: The Customer shall, to the extent consistent with Federal Energy Regulatory Commission Policy, reimburse AEP its costs associated with new and existing facilities, not otherwise recovered through the transmission charges under the SPP Tariff, either through monthly charges agreed to by the Parties which charges shall be specified in Attachment 1 or, at AEP's option, pursuant to the Formula Rate for Facility Construction, Operation and Maintenance contained in Attachment 4 to this Agreement. The Parties shall mutually agree upon the provision and cost of providing such distribution facilities as may be necessary to maintain reliable service to the Delivery Points.

3.3 Local Reactive Power Services: Load power factor charges will be assessed to the Customer pursuant to the following Delivery Point power factor clause based on the hourly kW and kVAr demand metered at the Delivery Points as follows:

The maximum hourly reactive power (kVAr) demand, both leading and lagging will be measured each month at each Delivery Point. When multiple Delivery Points are operated as closed loops, the real and reactive power measurements will be combined for the purpose of this provision. Customer will incur no charges for power factor if the maximum leading and lagging kVAr demand at each Delivery Point is managed, so as not to exceed 20% of the real power (kW) demand in the same hourly intervals. Charges will be assessed for leading and/or lagging kVAr demand at each Delivery Point if the maximum hourly value of such demand exceeds 20% of the kW demand in the same interval. The charges will be $0.30/kVAr for all leading and/or lagging kVAr demand in excess of 20% of the corresponding kW demand, provided; however, that when the kVAr demand exceeds 50% of the kW demand, the charge will be $0.50/kVAr, for all kVAr, leading and/or lagging, in excess of 20% of the corresponding kW demand.

3.4 Losses: The Customer's load shall be adjusted, for settlement purposes, to include AEP West Zone transmission and distribution losses, as applicable. Presently, the Commission approved transmission loss factor for the AEP West Zone is 2.9% of energy received by AEP for transmission to the Customer's Delivery Points (1/(1-.029)-1=2.987% of delivered energy). Distribution losses shall be assessed, where applicable, at the rates as specified in Attachment 1. To the extent Customer's load at any Delivery Point is supplied from behind the meter generation, losses shall be assessed only for the net load delivered to such Delivery Points by AEP.

3.5 Maintenance of Local Delivery Point Facilities: If pursuant to a request by Customer, AEP constructs facilities and is reimbursed by Customer at cost, such cost will be calculated pursuant to the AEP Formula Rate for Facility, Construction, Operation, and Maintenance charges, attached hereto as Attachment 4, unless the Parties otherwise agree. When AEP provides operation and maintenance ("O&M") services for any Delivery Point and/or distribution facilities owned by the Customer, or its members if applicable, such service will be made pursuant to any repair and maintenance agreement ("O&M Agreement") that may exist between Customer and AEP, or to Attachment 3 of this Agreement.

3.6 Operational Access and Control: Except as provided in Attachment 5, AEP shall have the sole right to enter upon, test, operate and control the facilities covered by this Agreement that are owned by AEP. The right to test, operate and control said facilities includes but is not limited to the

power to direct the opening and closing of switches for construction, operation, testing, maintenance and other relevant purposes.

All meters and test switches, whether provided by AEP or Customer, shall be sealed and the seals shall be broken only when the meters are to be tested, adjusted or replaced. The other Party shall be provided as much advance notice as is practicable in the circumstances when the facilities of that Party are to be entered or the seals of any meter are to be broken, and such Party shall be afforded the opportunity to be present during such test, adjustment, repair, replacement.

3.7 Administrative Committee: AEP and Customer shall each appoint a member and at least one alternate to an Administrative Committee, and so notify the other Party of such appointment(s) in writing. Such appointment(s) may be changed at any time by similar notice. Each member and alternate shall be a responsible person familiar with the day-to-day operations of their respective system. Generally, this would mean that the Administrative Committee representative(s) will be employees of AEP and the Customer, or entities represented by the Customer; however, the representative(s) may be accompanied by other experts, appropriate to the matters to be considered

The Administrative Committee shall represent AEP and Customer in all matters arising under this Agreement and which may be delegated to it by mutual agreement of the Parties hereto.

3.7.1 Principal Duties: The principal duties of the Administrative Committee shall be as follows:

a.) To establish operating, scheduling and control procedures as needed to meet the requirements of this Agreement, coordinated operation, and any requirements of the Transmission Provider;

b.) To address issues arising out of accounting and billing procedures;

c.) To coordinate regarding the changing service requirements of the Customer and the course of action the Parties will pursue to meet such requirements;

d.) To coordinate planning, facility construction, and maintenance as appropriate, and to the extent agreed by the Parties; and

e.) To perform such other duties as may be specifically identified in, or required for the proper function of this Agreement.

3.7.2 Administrative Committee Meetings: The Administrative Committee shall meet or otherwise conference at least once each calendar year, or at the request of either Party upon reasonable notice, and each Party may place items on the meeting agenda. All proceedings of the Administrative Committee shall be conducted by its members taking into account the exercise of Good Utility Practice. If the Administrative Committee is unable to agree on any

matter coming under its jurisdiction, that matter shall be resolved pursuant to Section 12.0 of the AEP Tariff, or otherwise, as mutually agreed by Customer and AEP.

Article 4. Customer's Load, Capacity and Other Obligations to the RTO

Unless otherwise agreed, AEP shall have only such responsibilities to assist Customer in meeting its obligations to the RTO, as shall be required pursuant to the SPP Tariff and this Agreement. AEP shall cooperate with SPP and Customer (or Customer's designated Scheduling and/or Metering Agents) to the extent necessary and appropriate to ensure that data that SPP and AEP require is available.

4.1 Behind the Meter Generation: The Parties agree to cooperate with SPP and parties operating generators connected behind load metering such that each Party will receive such generator output meter information as it requires to satisfy its operating, billing and reporting requirements.

Article 5. General

5.1 Billing, Payments, and Disputes: As a convenience, and so long as SPP offers such accommodations, monthly charges for Delivery Point power factor, distribution services, meter and related meter reading and data processing services as specified in Attachment 1 hereto will be included in the monthly transmission service invoice issued by the RTO. Customer shall pay the monthly delivery charges invoiced by the RTO in accordance with SPP Tariff, and with respect to such charges Customer shall be subject to SPP creditworthiness provisions. If the Customer receives Transmission Service through an agreement with a third party that contracts with SPP, the charges for Delivery Services hereunder may be invoiced to the third party subject to SPP's accommodations and applicable provision of the SPP Tariff or to the Customer, subject to applicable provision of the AEP Tariff.

AEP shall invoice the Customer and the Customer shall reimburse AEP for its costs associated with any facility construction, operation and maintenance or, repair provided under this Agreement in accordance with the AEP Tariff, Section 7 ("Billing and Payments"). Any disputes as to such invoices shall be resolved pursuant to the provisions of Section 12 ("Dispute Resolution Procedures") of the AEP Tariff.

Customer shall have the right to receive such cost information as is reasonably necessary to verify that charges are incurred under this Agreement in accordance with Good Utility Practice. Customer shall have the right to audit the AEP accounts and records pertaining to this Agreement, at the offices where such accounts and records are maintained, provided reasonable proper notice is given prior to any audit, and provided further that the audit will be limited to those portions of such accounts and records that relate to services provided under this Agreement.

5.2 Taxes on Contributions in Aid of Construction: When the Customer funds the construction of AEP-owned facilities pursuant to a contribution in-aid of construction ("CIAC"), the Customer also shall reimburse AEP for the tax effect of such CIAC (a "Tax Effect Recovery Factor" or "TERF"), where such payment is considered taxable income and subject to income tax under the Internal Revenue Service ("IRS") and/or a state department of revenue (State) requirements. The TERF shall be computed consistent with the methodology set forth in Ozark Gas Transmission Corp., 56 F.E.R.C ¶ 61,349 as reflected in the following formula: TERF = (Current Tax Rate x (Gross Income Amount - Present Value of Tax Depreciation))/(1-Current Tax Rate). The Present Value of Tax Depreciation Amount shall be computed by discounting AEP's anticipated tax depreciation deductions with respect to the constructed property by AEP's current weighted average cost of capital. If, based on current law, AEP determines such contribution by the Customer shall not be taxable, AEP will not charge a TERF; however, in the event that such contribution is later determined by the IRS or state tax authority to be taxable, the Customer shall reimburse AEP in the amount of the TERF, including any interest and penalty charged to AEP by the IRS and/or state. Such reimbursement is due within thirty (30) Calendar Days of the date upon which AEP notifies the Customer of such determination.

At Customer's request and expense, AEP shall file with the IRS a request for a private letter ruling as to whether any CIAC paid, or to be paid, by Customer to AEP is subject to federal income taxation. Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Customer's knowledge. AEP and Customer shall cooperate in good faith with respect to the submission of such request. AEP shall keep Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS that authorizes Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. AEP shall allow Customer to attend all meetings with IRS officials about the request and shall permit Customer to prepare the initial drafts of any follow-up letters in connection with the request.

If Customer shall have reimbursed AEP for the TERF, upon request by Customer and at Customer's expense, AEP shall contest the taxability of such CIAC; provided, however, that AEP shall not be required to contest such taxability if AEP waives the payment by Customer of any amount that might otherwise be payable by Customer under this Agreement in respect of such determination.

5.3 Indemnity: To the extent permitted by law, each Party shall indemnify and save harmless the other Party and its directors, trustees, officers, employees, agents, members, duly elected officials and/or appointed officials from and against any loss, liability, cost, expenses, suits, actions, claims, and all other obligations arising out of injuries or death to persons or damage to property caused by or in any way attributable to the Delivery Point(s) and/or distribution facilities covered by this Agreement, except that a Party's obligation to indemnify the other Party and its directors, trustees, officers, employees, agents, members, duly elected officials and/or appointed officials shall not apply to any liabilities arising solely from the other Party's or its directors, trustees, officers, employees, agents, members, duly elected officials and/or appointed officials negligence,

recklessness or intentional misconduct or that portion of any liabilities that arise out of the other Party's or its directors, trustees, officers, employees, agents, members, duly elected officials and/or appointed officials contributing negligent, reckless or intentional acts or omissions.

5.4 Effective Date and Term of Agreement: This Agreement shall become effective and shall become a binding obligation of the Parties on the date on which the last of the following events shall have occurred ("Effective Date"):

(a) The date first written above when AEP and Customer each shall have caused this Agreement to be executed by their duly authorized representatives and each shall have furnished to the other satisfactory evidence thereof or Customer requested AEP to file an unexecuted service agreement.

(b) The date this Agreement has been accepted for filing and made effective by order of the Commission under the Federal Power Act, in which case the Effective Date of this Agreement shall be as specified in the said Commission order. However, if the Commission or any reviewing court, in such order or in any separate order, suspends this Agreement or any part thereof, institutes an investigation or proceeding under the provisions of the Federal Power Act with respect to the justness and reasonableness of the provisions of this Agreement or any other agreement referred to or contemplated by this Agreement, or imposes any conditions, limitations or qualifications under any of the provisions of the Federal Power Act which individually or in the aggregate are determined by AEP or Customer to be adverse to it, then AEP and Customer shall promptly renegotiate the terms of this Agreement in light of such Commission or court action. Each Party shall use its best efforts to take or cause to be taken all action requisite to the end that this Agreement shall become effective as provided herein at the earliest practicable date.

(c) The date that approval of this Agreement by the Rural Utilities Service is secured, if applicable.

The initial term of this Agreement shall continue for one year after the date the Agreement becomes effective. Thereafter, this Agreement shall automatically renew for successive terms of one year each unless either Party elects to terminate the Agreement by providing written notice of termination to the other Party at least ninety (90) Calendar Days prior to the start of any renewal term.

5.5 Regulatory Authorities: This Agreement is made subject to the jurisdiction of any governmental authority or authorities having jurisdiction in the premises. Nothing contained in this Agreement shall be construed as affecting in any way the right of a Party, as the case may be, to unilaterally file with the Commission an application for a change in rates, charges, classification, service or any rule, regulation or contract relating thereto under Section 205 or 206 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.

5.6 Assignment: It is mutually understood and agreed that this Agreement contains the entire understanding between the Parties, that there are no oral, written, implied or other understandings or agreements with respect to the work covered hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective successors and/or assigns. However, neither Party shall assign, transfer or sublet any of the rights hereby granted without the prior written consent of the other Party.

5.7 Definitions:

(a) **Business Day** shall mean Monday through Friday, excluding Federal holidays.

(b) **Calendar Day** shall mean any day including Saturday, Sunday or a Federal holiday.

Article 6. Notices

6.1 Addresses: Any notice given pursuant to this Agreement shall be in writing as follows:

If to AEP:

American Electric Power Service Corporation
Manager, Transmission and Interconnection Services
212 East Sixth Street
Tulsa, OK 74119

And also to:

American Electric Power Service Corporation
Manager, Southwest Transmission Planning
212 East Sixth Street
Tulsa, OK 74119

If to Customer:

Oklahoma Gas and Electric Company
Manager, Power Supply Regulatory Support
P O Box 321 MC 404
Oklahoma City, OK 73101-0321

6.2 Modifications: The above names and addresses of any Party may be changed at any time by notice to the other Party.

6.3 Prior Agreement Terminated: The agreement dated July 24, 1962 between Oklahoma Gas and Electric Company and Public Service Company of Oklahoma is hereby cancelled upon the effective date of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed.

Oklahoma Gas and Electric Company By: /s/ Gary Clear

Name: Gary Clear

Title: Manager, Power Supply Regulatory Support

Date: 9/12/08

American Electric Power Service Corporation By: /s/ Robert Pennybaker

Name: Robert L. Pennybaker, Manager

Title: Transmission and Interconnection Services

Date: 9/19/2008

ATTACHMENT 1
Delivery Point Meter and Direct Assignment Charges

METER/DELIVERY POINT				METER CHARGES		DIRECT ASSIGNMENT CHARGES					
						Transmission Line		Distribution		Subtotal	Total
Delivery Point	Delivery Voltage	Losses (a)	Metered Voltage	Installed Cost	Monthly Charge	Installed Cost	Monthly Charge	Installed Cost	Monthly Charge	Monthly Charges	Monthly Charge
Atoka Pump (b)	4.16 kV	DS	4.16 kV	$ 7,081.47 (c)	$ 113.83	$12,125.50	$ 144.80	$ 623,270.53	$ 7,936.31	$ 8,194.94	
CIAC Credit				$ 7,081.47	$ (60.43)	$ -	$ -	$ 623,270.53	$ (5,318.58)	$ (5,379.00)	
Net Monthly Charge					$ 53.41		$ 144.80		$ 2,617.74		$ 2,815.95
Atoka Lights (d)	240 V	DL	n/a		n/a		n/a	$ 5,670.95	$ 101.51	$ 101.51	
CIAC Credit					n/a		n/a	$ -	$ -	$ -	
Net Monthly Charge									$ 101.51		$ 101.51
Tall Bear (e)	138 kV	DS	4.16	$ - (f)	$ -	$13,255.91	$ 158.30	$ -	$ -	$ 158.30	
CIAC Credit						$13,255.91	$ (110.69)		$ -	$ (110.69)	
Net Monthly Charge							$ 47.61		$ -		$ 47.61
Coalgate (g)	4.16 kV	DS	4.16 kV	$ 7,693.11 (c)	$ 123.67	$18,534.00	$ 221.33	$ 112,204.20	$ 1,428.73	$ 1,773.73	
CIAC Credit				$ 7,081.47	$ (60.43)	$ -	$ -	$ 40,737.53	$ (347.63)	$ (408.06)	
Net Monthly Charge					$ 63.24		$ 221.33		$ 1,081.11		$ 1,365.68
Total Investment				$ 28,937.52		$ 57,171.32		$1,405,153.74			
Total Monthly Charges					$ 116.65		$ 413.74		$ 3,800.36		$ 4,330.75

NOTES:

(a) Losses: T = Transmission delivery losses per AEP Tariff; DS = Distribution Xfmr losses + T; DP = Distribution Primary Line + DS (includes T).

(b) Dec 8, 2010 PSO replaced transformer and upgraded metering. Effective date of new charges is January 2011.

(c) PSO owns meter transformers. Customer owns the meter, reads the meter and provides data to PSO.

(d) PSO provides distribution line on road near Atoka dam and 17 lights @200 W each. No meter.

(e) July 25, 2011 PSO installed temporary jumpers from structure 51/4A of line 81-525 to Customer's dead-end structure. Effective date of new charges is August 2011.

(f) Customer owns meter and meter transformers. Customer reads the meter and provides data to PSO.

(g) May 17, 2010 PSO upgraded transformer and metering. Effective date of new charges is June 2010.

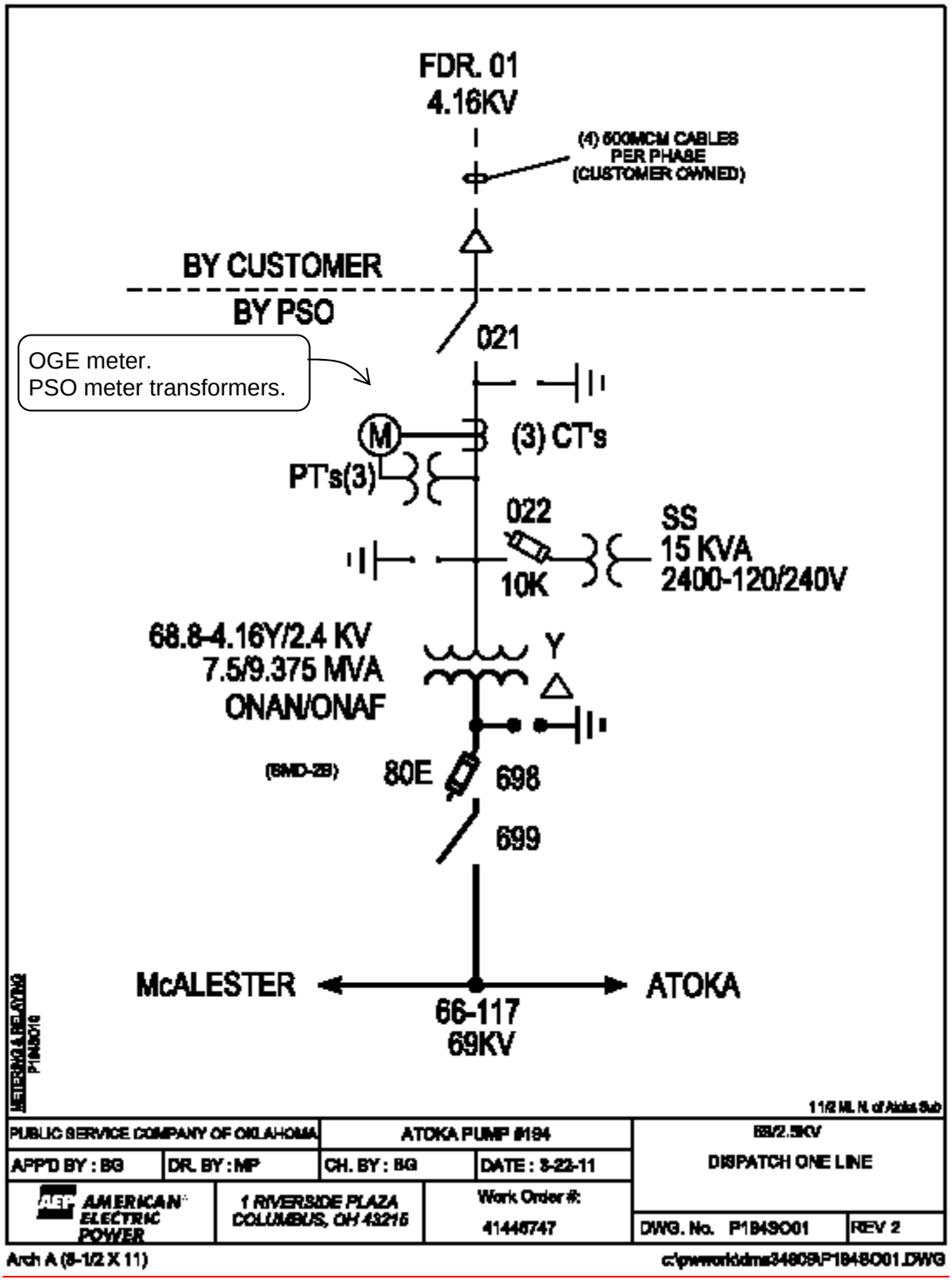
Monthly Charge based on 2011 Annual Revenue Requirement:								Effective:	
Meters	19.29%	Transmission Lines	14.33%	Transmission Stations	14.15%	Transmission CIAC Credit	10.02%		
		Distribution Lines	21.48%	Distribution Stations	15.28%	Distribution CIAC Credit	10.24%		

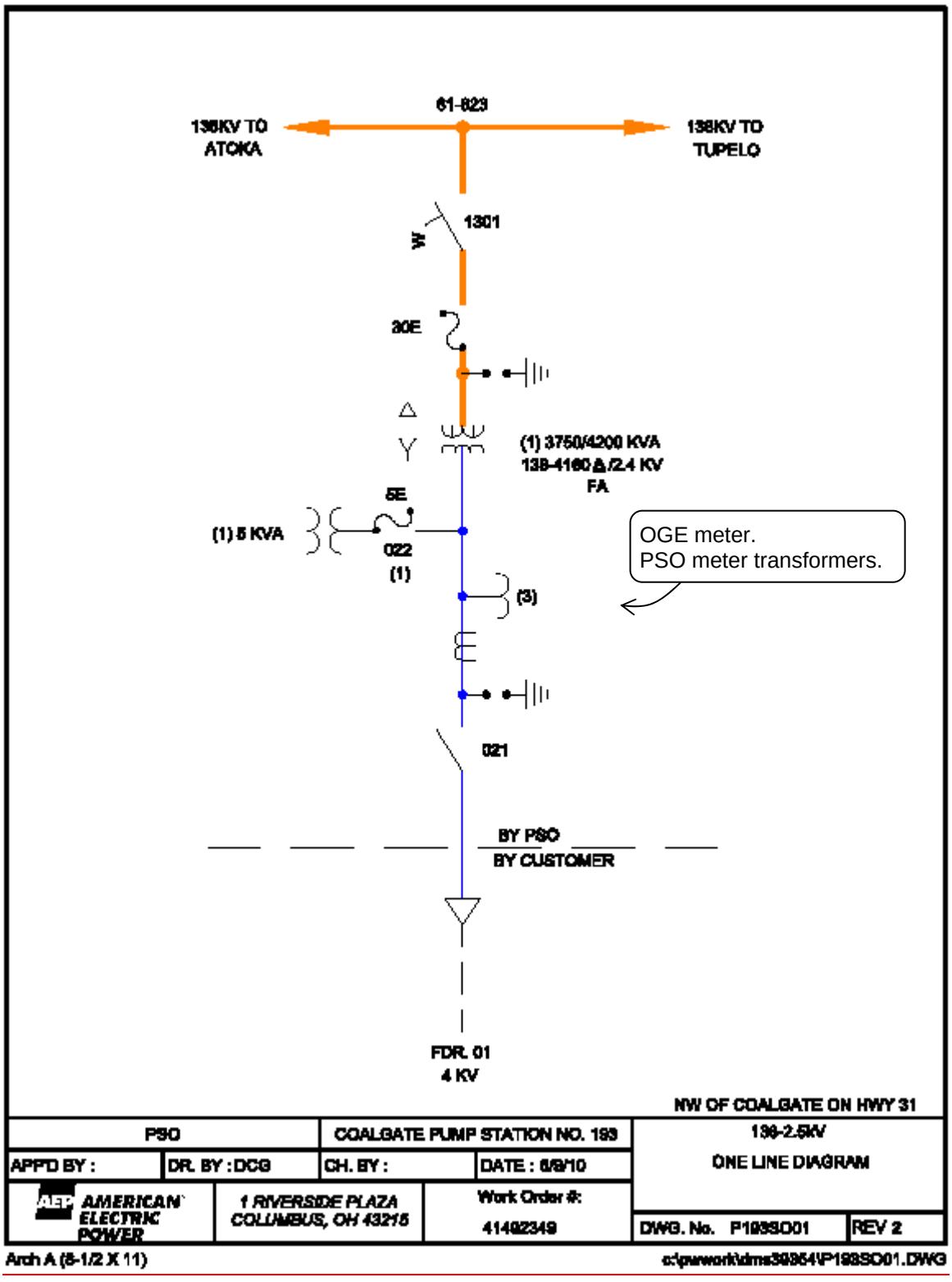
Issued by: D. Craig Baker, Sr. Vice President, Regulatory Services
Issued: _____, 2008

Issued on: _____, 2008

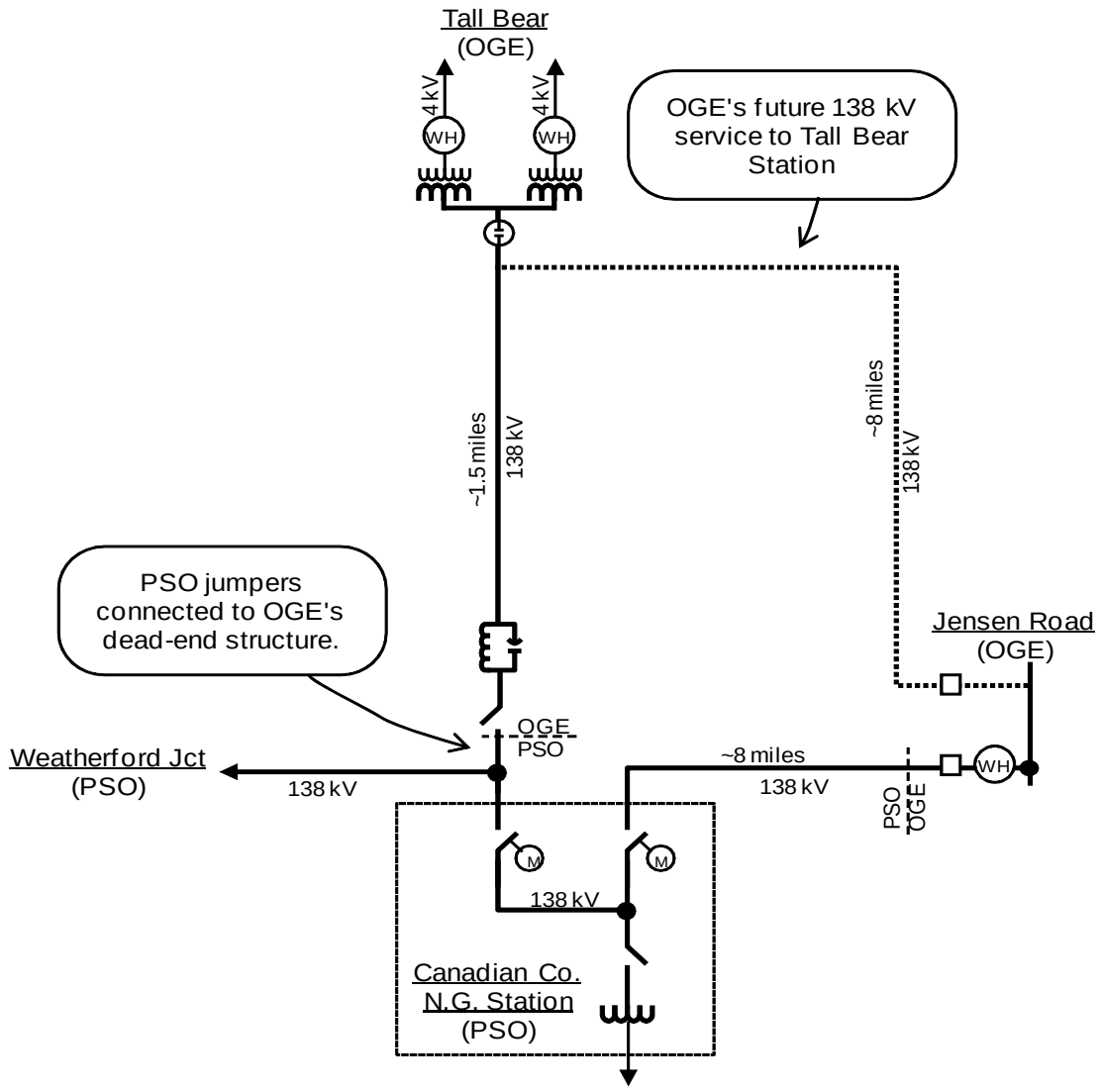
1499224, 1499227, 74115867, 75529398

ATTACHMENT 2




61-823
138KV TO ATOKA
138KV TO TUPELO
W
1301
30E
(1) 3750/4200 KVA
138-4160 Δ/2.4 KV
FA
5E
(1) 5 KVA
022
(1)
OGE meter.
PSO meter transformers.
(3)
021
BY PSO
BY CUSTOMER
FDR. 01
4 KV
NW OF COALGATE ON HWY 31
PSO
COALGATE PUMP STATION NO. 193
138-2.5KV
ONE LINE DIAGRAM
APPD BY :
DR. BY : DCG
CH. BY :
DATE : 6/9/10
AEP AMERICAN ELECTRIC POWER
1 RIVERSIDE PLAZA
COLUMBUS, OH 43215
Work Order #:
41492349
DWG. No. P193SO01
REV 2
Arch A (8-1/2 X 11)
c:\pswork\dms39364\P193SO01.DWG

OGE Tall Bear Delivery Point Temporary Tap



Facilities, Operation, Maintenance Service and Repair Agreement ("Agreement")

For those facilities in Attachment 1 owned by the Customer where it is indicated that AEP will provide operation and maintenance ("O&M") and repair services for such Customer-owned facilities, AEP shall perform such services under the provisions herein below and on the cost of service basis reflected in the Formula Rate contained in Attachment 4. When an existing O&M agreement between the Parties which also utilizes a Formula Rate expires or is terminated by mutual agreement or otherwise, unless otherwise agreed, the services provided by AEP under such agreement, if they continue, shall be brought under this Agreement.

Service pursuant to this Attachment 3 shall be based on terms and conditions described below:

1. This Agreement shall cover the delivery and/or switching facilities currently listed in Attachment 1, attached hereto and made a part hereof, and any other delivery and/or switching facilities that are brought hereunder in accordance with the procedure hereinafter provided.

2. Subject to the terms and conditions contained herein, AEP agrees to test, maintain and repair the facilities in Attachment 1 so as to assure the satisfactory and reliable operation of said facilities, all in accordance with good industry standards and practice. AEP further agrees to perform any additional testing, maintenance, repairs and/or replacements requested from time to time by Customer.

3. AEP agrees to furnish all supervision, labor, tools conveyances and equipment necessary for carrying out the work covered for facilities described in Attachment 1 and further agrees to furnish all materials required to do the work except those materials that Customer feels are in its best interests to furnish.

4. All work shall be performed during the standard 40-hour work week, but, in the event that operating or emergency conditions warrant, overtime work can be authorized either in writing or verbally (in the case of emergency work) by Customer's representative.

5. AEP will render invoices to Customer, on forms acceptable, at suitable intervals to be mutually agreed upon by the Parties.

6. Customer agrees to promptly pay AEP the actual costs of any and all testing, maintenance, repairs and/or replacements performed pursuant to the terms and conditions of this Services Agreement, including the costs associated with labor, materials, equipment, overheads, taxes and other services incurred by AEP in performing the work, when presented with satisfactory evidence of the cost of such work.

7. The facilities covered in this Agreement may be extended or otherwise modified by attaching one or more numbered supplemental Facility Requests in the form set out below (attached herewith as Exhibit A), which show the additional facilities or changed equipment to be thereafter covered by this Agreement. Such supplements shall be effective as of the date of final execution thereof and shall be attached to all executed copies of this Agreement.

Pro-forma Exhibit A

FACILITY REQUEST(S)

No. _____

Date _____

Customer hereby applies to AEP for delivery and switching facility(s) described below and shown in the attached drawing(s) in Attachment 2 of the ILDSA entered into by Customer and AEP. In exchange for Customer's promise to pay the actual cost of each facility listed below, Customer requests AEP to construct, install, operate, test, repair and/or maintain the facility(s) to be located in the following circuits of AEP's transmission system:

CIRCUIT	Facility(s)	**DELIVERY POINT**	**LOCATION**	Agreement Date

Customer understands and agrees that said facilities are to be constructed, installed, owned, operated, tested and/or maintained in the manner and under the conditions set forth in the attached Agreement, which was entered into by Customer and AEP on _____, 2007.

IN WITNESS WHEREOF, each of the Parties has caused this Facilities Operation, Maintenance, Service and Repair Agreement to be duly executed

By: _____

Name: _____

Title: _____

Date: _____

AMERICAN ELECTRIC POWER SERVICE CORPORATION

As Agent for the AEP Operating Companies

By: _____

Robert L. Pennybaker

Title: Manager, Transmission and Interconnection Services

Date: _____

AMERICAN ELECTRIC POWER

FORMULA RATE FOR FACILITY CONSTRUCTION, OPERATION AND MAINTENANCE

General

The formula rate contained in this document applies when construction, operation and/or maintenance activities are performed for non-AEP Parties, under circumstances precluding the charging of a profit margin. The American Electric Power Companies[1] (AEP) will recover costs for such operation and maintenance activities through bills which reflect the cost AEP has incurred in six categories, namely: 1) materials, 2) labor, 3) equipment, 4) outside services, 5) engineering and administration, and 6) taxes.

AEP charges its costs for construction, operation and maintenance activities on behalf of others to special work orders which accumulate the costs to be billed. As a result of these accounting procedures, the charges billed to non-AEP Parties are not reflected in AEP's transmission, operation, maintenance, or plant accounts.

However, the costs which AEP incurs and bills in such cases are the kinds of costs which would be assignable to the following FERC Uniform System of Accounts if they were incurred in connection with AEP's owned property:

Operation and Maintenance - Transmission Operation and Maintenance Expenses

560 - Operation Supervision and Engineering
562 - Station Expenses
563 - Overhead Line Expenses
566 - Miscellaneous Transmission Expenses
568 - Maintenance Supervision and Engineering
569 - Maintenance of Structures
570 - Maintenance of Station Equipment
571 - Maintenance of Overhead Lines

Construction - Transmission Plant Costs

352 - Structures and Improvements
353 - Station Equipment
397 - Communications Equipment
108 - Accumulated Provision for Depreciation

[1] Public Service Company of Oklahoma and Southwestern Electric Power Company

All Activities - Administrative, General and Other Expenses

920 - Administrative and General Salaries
408 - Taxes Other Than Income Taxes

The charges billed for maintenance in each of the previously identified six categories are discussed in order below.

1. Materials

Materials charges (M) are made in four sub-categories: 1) direct material costs (DM), which may be delivered direct from vendors to the job site (VDM) or issued from company stores (SDM), 2) purchasing expenses, 3) stores expenses, and 4) exempt minor materials (EM). The latter three costs are charged using material loading rates.

Direct material costs are vendor invoiced charges for items, other than exempt minor materials, which are used for Customer maintenance. Purchasing expenses are material overhead costs incurred in selecting and ordering materials. Stores expenses are the costs of performing the stores function. Exempt minor materials are low cost expendable materials, supplies, and hand tools used in Transmission and Distribution construction, maintenance, or operations.

Material items which are delivered direct from the vendor to the job site (VDM) are charged at cost, plus a purchasing loading rate (plr) of 1%, up to a maximum of $150 per invoice. Materials issued from company storerooms for individual work orders (SDM) are charged at cost, plus a combined stores/purchasing loading rate (slr) and an exempt minor materials loading rate (mlr).

Projected annual stores and exempt minor materials costs are divided by projected annual costs of stores issued materials (SDM + EM) to determine projected stores and exempt minor materials loading rates (slr and mlr, respectively). The rates are reviewed monthly and adjusted as required in order to clear current year stores expense and exempt minor materials costs to the accounts charged with the materials issued.

In symbolic format, the charges for materials are calculated as follows:

$$M = DM + [VDM \times (plr), \text{ up to } \$150/bill] + SDM \times (1 + (mlr)) \times (slr)$$

2. Labor

Labor (L) is charged to Operating Company maintenance work orders in three parts - direct labor (DL), fringe labor costs (FL), and miscellaneous out-of-pocket employee expenses (ME). Direct labor charges reflect the actual work hours (whr) and basic hourly rates of pay (hrp) for the personnel that are directly involved; i.e., DL = (whr) x (hrp). Fringe labor costs for vacation, holiday, sick leave, and other paid time away, plus payroll taxes, insurance, workers' compensation,

pension, and savings plan expenses are recovered through labor loading rates (llr) which are developed by dividing fringe labor costs by earned payroll. The labor loading rates are reviewed monthly and adjusted, as needed, to clear fringe labor costs yearly.

In symbolic format, the charges for labor are calculated as follows:

$$L = DL + FL + ME = DL \times (1 + llr) + ME$$

3. Equipment

Equipment (E), primarily vehicles, used in the performance of maintenance are charged based on actual hours of usage (aeu) and hourly equipment cost rates (ecr). Cost of purchasing, leasing, and operating equipment, by equipment class, are collected in clearing accounts and divided by total hours of usage by class to develop the equipment cost rates (ecr). Equipment cost rates are reviewed quarterly and adjusted, as needed, to clear the cost of equipment.

In symbolic format, equipment charges are calculated as follows:

$$E = (aeu) \times (ecr)$$

4. Outside Services

The actual amount of invoices received from vendors for restorative and other maintenance services (S) performed by third parties for AEP on behalf of the Operating Company are charged in maintenance billings by AEP.

5. Engineering and Administration

Engineering and administrative overhead loading rates are used to allocate engineering, supervision, and administrative overhead costs not assigned to specific project work orders. AEP uses separate loading rates for AEP Service Corporation engineering ($SCE_{t\&d}$) and operating company construction overhead costs (CCO). A complete description of the costs recovered through the AEP Service Corporation loading rate ($sclr_{t\&d}$) and the operating company construction loading rate (cclr) is provided in Note 1 to page 218 of each AEP Company's FERC Form-1 Report. A copy of that note is included as the last page in this Attachment 4.

As the description of Construction Overhead Procedure shows, the CCO and $SCE_{t\&d}$ loading rates (cclr and $sclr_{t\&d}$, respectively) are derived in the normal course of business for the purpose of capturing the portions of AEP Service Corporation engineering and operating company construction overhead costs which are incurred in connection with transmission and distribution (T&D) plan construction. The cclr and $sclr_{t\&d}$ are reviewed monthly and updated, as needed, to clear the respective engineering and administrative overhead costs yearly.

In symbolic format the engineering and administration overhead costs (O) are calculated as follows:

$O = CCO + SCE_{t\&d}$
Where CCO $= (M + L + E + S) \times cclr$
and $SCE_{t\&d} = (M + L + E + S + CCO) \times sclr_{t\&d}$

6. Taxes

The total taxes charged to the Operating Company will be the sum of receipts (RT) and other taxes (OT) incurred.

i.e.: $T = RT + OT$

Summary of Charges

The total Construction or Operation and Maintenance (O&M) charges under this Agreement in symbolic form are:

Construction or O&M = M + L + E + S + O + T

Where M, L, E, S, O, and T are calculated as explained in Sections 1 through 6 above, respectively.

FERC FORM 1 12/31/95 < Page 218 >.

General Description of' Construction overhead Procedure:

1A. Engineering and Supervision (American Electric Power Service Corporation)

(a) Overheads "Engineering, Technical and Drafting Services" are engineering services performed by the Engineering Department of American Electric Power Service Corporation (AEPSC).

(b) In accordance with provisions of a service agreement between American Electric Power Service Corporation (AEPSC) and the respondent, approved by the Securities and Exchange Commission February 19, 1981, salaries, expenses and overheads of AEPSC personnel directly relating to construction activities are collected by means of a work order system and billed to the respondent as:

(1) Identifiable costs, generally relating to major construction projects, for which timekeeping and other specific cost identification is economically feasible, and

(2) Non-identifiable costs, generally relating to numerous small construction projects, for which timekeeping and other specific cost identification are not economically feasible.

(c) Charges billed by AEPSC as (b)(1) above are charged directly by respondent to the applicable specific construction projects. Charges billed by AEPSC as (b)(2) above are allocated to all applicable construction projects proportionate to the direct costs charged to such projects.

(d) A uniform rate is applied to all subject construction expenditures.

(e) See (d) above.

(f) See (c) above.

1B. Company Construction Overheads in its own Operating Division, Engineering Department and System Office Departments

(a) Charges representing cost of Company's Engineering Supervision and related drafting and technical work.

(b) On basis of time and work studies.

(c) Spread to accounts in proportion to dollar value on construction for those classes of construction accounts to which these overheads are considered to be applicable.

(d) For each class of overheads the same percentage is used for all types of construction.

(e) Not applicable. See (d) above.

(f) Shown on page 217.

1C. Company Construction Overheads in Administrative and General Departments

(a) Proportion of Administrative and General Expenses representing salaries and expenses of General Office and Managerial employees applicable to construction.

(b) Partly on basis of time and work studies.

(c) Spread to accounts in proportion to dollar value of construction for those classes of construction accounts to which these overheads are considered to be applicable.

(d) For each class of overheads the same percentage is used for all types of construction.

(e) Not applicable. See (d) above.

(f) See note (c) above

Attachment 5

Operating Procedures

Special operating procedures are identified below:

None.

NETWORK OPERATING AGREEMENT BETWEEN OKLAHOMA GAS AND ELECTRIC COMPANY, AMERICAN ELECTRIC POWER SERVICE CORPORATION AND WESTERN FARMERS ELECTRIC COOPERATIVE

This Network Operating Agreement ("Operating Agreement") is entered into this 1st day of May, 2014, by and between Oklahoma Gas and Electric Company ("Network Customer" and "Host Transmission Owner"), Southwest Power Pool, Inc. ("Transmission Provider"), American Electric Power Service Corporation as Agent for Public Service Company of Oklahoma ("PSO") ("Host Transmission Owner"), and Western Farmers Electric Cooperative ("Host Transmission Owner"). The Network Customer, Transmission Provider and Host Transmission Owners shall be referred to individually as a "Party" and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider's Open Access Transmission Tariff ("Tariff") filed with the Federal Energy Regulatory Commission ("Commission");

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as an agent for these Transmission Owners in providing service under the Tariff;

WHEREAS, the Host Transmission Owner(s) owns the transmission facilities to which the Network Customer's Network Load is physically connected;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff;

WHEREAS, the Network Customer and Transmission Provider have entered into a Network Integration Transmission Service Agreement ("Service Agreement") under the Tariff; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff, unless otherwise specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1.0 Network Service

This Operating Agreement sets out the terms and conditions under which the Transmission Provider, Host Transmission Owners, and Network Customer will

cooperate and the Host Transmission Owners and Network Customer will operate their respective systems and specifies the equipment that will be installed and operated. The Parties shall operate and maintain their respective systems in a manner that will allow the Host Transmission Owners and the Network Customer to operate their systems and the Transmission Provider to perform its obligations consistent with Good Utility Practice. The Transmission Provider may, on a non-discriminatory basis, waive the requirements of Section 4.1 and Section 8.3 to the extent that such information is unknown at the time of application or where such requirement is not applicable.

2.0 Designated Representatives of the Parties

2.1 Each Party shall designate a representative and alternate ("Designated Representative(s)") from their respective company to coordinate and implement, on an ongoing basis, the terms and conditions of this Operating Agreement, including planning, operating, scheduling, redispatching, curtailments, control requirements, technical and operating provisions, integration of equipment, hardware and software, and other operating considerations.

2.2 The Designated Representatives shall represent the Transmission Provider, Host Transmission Owners, and Network Customer in all matters arising under this Operating Agreement and which may be delegated to them by mutual agreement of the Parties hereto.

2.3 The Designated Representatives shall meet or otherwise confer at the request of any Party upon reasonable notice, and each Party may place items on the meeting agenda. All deliberations of the Designated Representatives shall be conducted by taking into account the exercise of Good Utility Practice. If the Designated Representatives are unable to agree on any matter subject to their deliberation, that matter shall be resolved pursuant to Section 12.0 of the Tariff, or otherwise, as mutually agreed by the Parties.

3.0 System Operating Principles

3.1 The Network Customer must design, construct, and operate its facilities safely and efficiently in accordance with Good Utility Practice, NERC, SPP, or any successor requirements, industry standards, criteria, and applicable manufacturer’s equipment specifications, and within operating physical parameter

ranges (voltage schedule, load power factor, and other parameters) required by the Host Transmission Owners and Transmission Provider.

3.2 The Host Transmission Owners and Transmission Provider reserve the right to inspect the facilities and operating records of the Network Customer upon mutually agreeable terms and conditions.

3.3 Electric service, in the form of three phase, approximately sixty hertz alternating current, shall be delivered at designated delivery points and nominal voltage(s) listed in the Service Agreement. When multiple delivery points are provided to a specific Network Load identified in Appendix 3 of the Service Agreement, they shall not be operated in parallel by the Network Customer without the approval of the Host Transmission Owners and Transmission Provider. The Designated Representatives shall establish the procedure for obtaining such approval. The Designated Representatives shall also establish and monitor standards and operating rules and procedures to assure that transmission system integrity and the safety of customers, the public and employees are maintained or enhanced when such parallel operations is permitted either on a continuing basis or for intermittent switching or other service needs. Each Party shall exercise due diligence and reasonable care in maintaining and operating its facilities so as to maintain continuity of service.

3.4 The Host Transmission Owners and Network Customer shall operate their systems and delivery points in continuous synchronism and in accord with applicable NERC Standards, SPP Criteria, and Good Utility Practice.

3.5 If the function of any Party's facilities is impaired or the capacity of any delivery point is reduced, or synchronous operation at any delivery point(s) becomes interrupted, either manually or automatically, as a result of force majeure or maintenance coordinated by the Parties, the Parties will cooperate to remove the cause of such impairment, interruption or reduction, so as to restore normal operating conditions expeditiously.

3.6 The Transmission Provider and Host Transmission Owners, if applicable, reserve the sole right to take any action necessary during an actual or imminent emergency to preserve the reliability and integrity of the Transmission System,

limit or prevent damage, expedite restoration of service, ensure safe and reliable operation, avoid adverse effects on the quality of service, or preserve public safety.

3.7 In an emergency, the reasonable judgment of the Transmission Provider and Host Transmission Owners, if applicable, in accordance with Good Utility Practice, shall be the sole determinant of whether the operation of the Network Customer loads or equipment adversely affects the quality of service or interferes with the safe and reliable operation of the transmission system. The Transmission Provider or Host Transmission Owners, if applicable, may discontinue transmission service to such Network Customer until the power quality or interfering condition has been corrected. Such curtailment of load, redispatching, or load shedding shall be done on a non-discriminatory basis by Load Ratio Share, to the extent practicable. The Transmission Provider or Host Transmission Owners, if applicable, will provide reasonable notice and an opportunity to alleviate the condition by the Network Customer to the extent practicable.

4.0 System Planning & Protection

4.1 No later than October 1 of each year, the Network Customer shall provide the Transmission Provider and Host Transmission Owners the following information:

a) A ten (10) year projection of summer and winter peak demands with the corresponding power factors and annual energy requirements on an aggregate basis for each delivery point. If there is more than one delivery point, the Network Customer shall provide the summer and winter peak demands and energy requirements at each delivery point for the normal operating configuration;

b) A ten (10) year projection by summer and winter peak of planned generating capabilities and committed transactions with third parties which resources are expected to be used by the Network Customer to supply the peak demand and energy requirements provided in (a);

c) A ten (10) year projection by summer and winter peak of the estimated maximum demand in kilowatts that the Network Customer plans to

acquire from the generation resources owned by the Network Customer, and generation resources purchased from others; and

d) A projection for each of the next ten (10) years of transmission facility additions to be owned and/or constructed by the Network Customer which facilities are expected to affect the planning and operation of the transmission system within the Host Transmission Owners' Zone.

This information is to be delivered to the Transmission Provider's and Host Transmission Owners' Designated Representatives pursuant to Section 2.0.

4.2 Information exchanged by the Parties under this article will be used for system planning and protection only, and will not be disclosed to third parties absent mutual consent or order of a court or regulatory agency.

4.3 The Host Transmission Owners, and Transmission Provider, if applicable, will incorporate this information in its system load flow analyses performed during the first half of each year. Following completion of these analyses, the Transmission Provider or Host Transmission Owners will provide the following to the Network Customer:

a) A statement regarding the ability of the Host Transmission Owners' transmission system to meet the forecasted deliveries at each of the delivery points;

b) A detailed description of any constraints on the Host Transmission Owners' system within the five (5) year horizon that will restrict forecasted deliveries; and

c) In the event that studies reveal a potential limitation of the Transmission Provider's ability to deliver power and energy to any of the delivery points, a Designated Representative of the Transmission Provider will coordinate with the Designated Representatives of the Host Transmission Owners and the Network Customer to identify appropriate remedies for such constraints including but not limited to: construction of new transmission facilities, upgrade or other improvements to existing transmission facilities or temporary modification to operating procedures designed to relieve identified constraints. Any constraints within the

Transmission System will be remedied pursuant to the procedures of Attachment O of the Tariff.

For all other constraints the Host Transmission Owners, upon agreement with the Network Customer and consistent with Good Utility Practice, will endeavor to construct and place into service sufficient capacity to maintain reliable service to the Network Customer.

An appropriate sharing of the costs to relieve such constraints will be determined by the Parties, consistent with the Tariff and with the Commission's rules, regulations, policies, and precedents then in effect. If the Parties are unable to agree upon an appropriate remedy or sharing of the costs, the Transmission Provider shall submit its proposal for the remedy or sharing of such costs to the Commission for approval consistent with the Tariff.

4.4 The Host Transmission Owners and the Network Customer shall coordinate with the Transmission Provider: (1) all scheduled outages of generating resources and transmission facilities consistent with the reliability of service to the customers of each Party, and (2) additions or changes in facilities which could affect another Party's system. Where coordination cannot be achieved, the Designated Representatives shall intervene for resolution.

4.5 The Network Customer shall coordinate with the Host Transmission Owners regarding the technical and engineering arrangements for the delivery points, including one line diagrams depicting the electrical facilities configuration and parallel generation, and shall design and build the facilities to avoid interruptions on the Host Transmission Owners' transmission system.

4.6 The Network Customer shall provide for automatic and underfrequency load shedding of the Network Customer Network Load in accordance with the SPP Criteria related to emergency operations.

5.0 Maintenance of Facilities

5.1 The Network Customer shall maintain its facilities necessary to reliably receive capacity and energy from the Host Transmission Owners' transmission system consistent with Good Utility Practice. The Transmission Provider or Host Transmission Owners, as appropriate, may curtail service under this Operating Agreement to limit or prevent damage to generating or transmission facilities caused by the Network Customer's failure to maintain its facilities in accordance with Good Utility Practice, and the Transmission Provider or Host Transmission Owners may seek as a result any appropriate relief from the Commission.

5.2 The Designated Representatives shall establish procedures to coordinate the maintenance schedules, and return to service, of the generating resources and transmission and substation facilities, to the greatest extent practical, to ensure sufficient transmission resources are available to maintain system reliability and reliability of service.

5.3 The Network Customer shall obtain: (1) concurrence from the Transmission Provider before beginning any scheduled maintenance of facilities which could impact the operation of the Transmission System over which transmission service is administered by Transmission Provider; and (2) clearance from the Transmission Provider when the Network Customer is ready to begin maintenance on a transmission line or substation. The Transmission Provider shall coordinate clearances with the Host Transmission Owners. The Network Customer shall notify the Transmission Provider and the Host Transmission Owners as soon as practical at the time when any unscheduled or forced outages occur and again when such unscheduled or forced outages end.

6.0 Scheduling Procedures

6.1 The Network Customer is responsible for providing its Resource and load information to the Transmission Provider in accordance with Attachment AE.

6.2 For Interchange Transactions the Network Customer shall submit, or arrange to have submitted, the schedule of Energy to or from the Transmission Provider and

a transaction identification E-Tag for each such schedule where required by NERC Standard INT-001.

7.0 Ancillary Services

7.1 The Network Customer must make arrangements in appropriate amounts for all of the required Ancillary Services described in the Tariff. The Network Customer must obtain these services from the Transmission Provider or, where applicable, self-supply or obtain these services from a third party.

7.2 Where the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer must demonstrate to the Transmission Provider that it has either acquired the Ancillary Services from another source or is capable of self-supplying the services.

7.3 The Network Customer must designate the supplier of Ancillary Services.

8.0 Metering

8.1 The Network Customer shall provide for the installation of meters, associated metering equipment and telemetering equipment. The Network Customer shall permit (or provide for, if the Network Customer is not the meter owner) the Transmission Provider's and Host Transmission Owners' representative to have access to the equipment at all reasonable hours and for any reasonable purpose, and shall not permit unauthorized persons to have access to the space housing the equipment. Network Customer shall provide to (or provide for, if the Network Customer is not the meter owner) the Host Transmission Owners access to load data and other data available from any delivery point meter. If the Network Customer does not own the meter, the Host Transmission Owners shall make available, upon request, all load data and other data obtained by the Host Transmission Owners from the relevant delivery point meter, if available utilizing existing equipment. The Network Customer will cooperate on the installation of advanced technology metering in place of the standard metering equipment at a delivery point at the expense of the requestor; provided, however, that meter owner shall not be obligated to install, operate or maintain any meter or related equipment that is not approved for use by the meter owner and/or Host Transmission Owners, and provided that such equipment addition can be

accomplished in a manner that does not interfere with the operation of the meter owner's equipment or any Party's fulfillment of any statutory or contractual obligation.

8.2 The Network Customer shall provide for the testing of the metering equipment at suitable intervals and its accuracy of registration shall be maintained in accordance with standards acceptable to the Transmission Provider and consistent with Good Utility Practice. At the request of the Transmission Provider or Host Transmission Owners, a special test shall be made, but if less than two percent inaccuracy is found, the requesting Party shall pay for the test. Representatives of the Parties may be present at all routine or special tests and whenever any readings for purposes of settlement are taken from meters not having an automated record. If any test of metering equipment discloses an inaccuracy exceeding two percent, the accounts of the Parties shall be adjusted. Such adjustment shall apply to the period over which the meter error is shown to have been in effect or, where such period is indeterminable, for one-half the period since the prior meter test. Should any metering equipment fail to register, the amounts of energy delivered shall be estimated from the best available data.

8.3 If the Network Customer is supplying energy to retail load that has a choice in its supplier, the Network Customer shall be responsible for providing all information required by the Transmission Provider for billing purposes. Metering information shall be available to the Transmission Provider either by individual retail customer or aggregated retail energy information for that load the Network Customer has under contract during the billing month. For the retail load that has interval demand metering, the actual energy used by interval must be supplied. For the retail load using standard kWh metering, the total energy consumed by meter cycle, along with the estimated demand profile must be supplied. All rights and limitations between Parties granted in Sections 8.1, and 8.2 are applicable in regards to retail metering used as the basis for billing the Network Customer.

9.0 Connected Generation Resources

9.1 The Network Customer's connected generation resources that have automatic generation control and automatic voltage regulation shall be operated and maintained consistent with regional operating standards, and the Network Customer or the operator shall operate, or cause to be operated, such resources to avoid adverse disturbances or interference with the safe and reliable operation of the transmission system as instructed by the Transmission Provider.

9.2 For all Network Resources of the Network Customer, the following generation telemetry readings shall be submitted to the Transmission Provider and Host Transmission Owners:

1) Analog MW;
2) Integrated MWHRS/HR;
3) Analog MVARS; and
4) Integrated MVARHRS/HR.

10.0 Redispatching, Curtailment and Load Shedding

10.1 In accordance with Section 33 of the Tariff, the Transmission Provider may require redispatching of Resources to relieve existing or potential transmission system constraints. The Transmission Provider shall redispatch Resources in accordance with the Energy and Operating Reserve Markets operations specified in Attachment AE. The Network Customer shall respond immediately to requests for redispatch from the Transmission Provider. The Transmission Provider will bill or credit the Network Customer as appropriate using the settlement procedures specified in Attachment AE.

10.2 The Parties shall implement load-shedding procedures to maintain the reliability and integrity for the Transmission System as provided in Section 33.1 of the Tariff and in accordance with applicable NERC and SPP requirements and Good Utility Practice. Load shedding may include (1) automatic load shedding, (2) manual load shedding, and (3) rotating interruption of customer load. When manual load shedding or rotating interruptions are necessary, the Host Transmission Owners shall notify the Network Customer's dispatcher or

schedulers of the required action and the Network Customer shall comply immediately.

10.3 The Network Customer will coordinate with the Host Transmission Owners to ensure sufficient load shedding equipment is in place on their respective systems to meet SPP requirements. The Network Customer and the Host Transmission Owners shall develop a plan for load shedding which may include manual load shedding by the Network Customer.

11.0 Communications

11.1 The Network Customer shall, at its own expense, install and maintain communication link(s) for scheduling. The communication link(s) shall be used for data transfer and for voice communication.

11.2 A Network Customer self-supplying Ancillary Services or securing Ancillary Services from a third-party shall, at its own expense, install and maintain telemetry equipment communicating between the generating resource(s) providing such Ancillary Services and the Host Transmission Owners' Zone.

12.0 Cost Responsibility

12.1 The Network Customer shall be responsible for all costs incurred by the Network Customer, Host Transmission Owners, and Transmission Provider to implement the provisions of this Operating Agreement including, but not limited to, engineering, administrative and general expenses, material and labor expenses associated with the specification, design, review, approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, upgrading, calibration, removal, and relocation of equipment or software, so long as the direct assignment of such costs is consistent with Commission policy.

12.2 The Network Customer shall be responsible for all costs incurred by Network Customer, Host Transmission Owners, and Transmission Provider for on-going operation and maintenance of the facilities required to implement the provisions of this Operating Agreement so long as the direct assignment of such costs is consistent with Commission policy. Such work shall include, but is not limited to, normal and extraordinary engineering, administrative and general expenses, material and labor expenses associated with the specifications, design, review,

approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, calibration, removal, or relocation of equipment required to accommodate service provided under this Operating Agreement.

13.0 Billing and Payments

Billing and Payments shall be in accordance with Attachment AE and Section 7 of the Tariff.

14.0 Dispute Resolution

Any dispute among the Parties regarding this Operating Agreement shall be resolved pursuant to Section 12 of the Tariff, or otherwise, as mutually agreed by the Parties.

15.0 Assignment

This Operating Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, but shall not be assigned by any Party, except to successors to all or substantially all of the electric properties and assets of such Party, without the written consent of the other Parties. Such written consent shall not be unreasonably withheld.

16.0 Choice of Law

The interpretation, enforcement, and performance of this Operating Agreement shall be governed by the laws of the State of Arkansas, except laws and precedent of such jurisdiction concerning choice of law shall not be applied, except to the extent governed by the laws of the United States of America.

17.0 Entire Agreement

The Tariff and Service Agreement, as they are amended from time to time, are incorporated herein and made a part hereof. To the extent that a conflict exists between the terms of this Operating Agreement and the terms of the Tariff, the Tariff shall control.

18.0 Unilateral Changes and Modifications

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the right of the Transmission Provider or a Transmission Owners unilaterally to file with the Commission, or make application to the Commission for, changes in rates, charges, classification of service, or any rule, regulation, or agreement related thereto, under section 205 of the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder, or under other applicable statutes or regulations.

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the ability of any Network Customer receiving Network Integration Transmission Service under the Tariff to exercise any right under the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder; provided, however, that it is expressly recognized that this Operating Agreement is necessary for the implementation of the Tariff and Service Agreement. Therefore, no Party shall propose a change to this Operating Agreement that is inconsistent with the rates, terms and conditions of the Tariff and/or Service Agreement.

19.0 Term

This Operating Agreement shall become effective on the date assigned by the Commission ("Effective Date"), and shall continue in effect until the Tariff or the Network Customer's Service Agreement is terminated, whichever shall occur first.

20.0 Notice

20.1 Any notice that may be given to or made upon any Party by any other Party under any of the provisions of this Operating Agreement shall be in writing, unless otherwise specifically provided herein, and shall be considered delivered when the notice is personally delivered or deposited in the United States mail, certified or registered postage prepaid, to the following:

Transmission Provider
Southwest Power Pool, Inc.
Tessie Kentner
Attorney
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: 501-688-1782
Email: tkentner@spp.org

Host Transmission Owner
Oklahoma Gas and Electric Company
Philip L. Crissup
Vice President Utility Technical Support
P.O. Box 321 mc 903
Oklahoma City, OK 73101-0321
Phone: 405-553-5931
Fax: 405-553-3188
Email: crissupl@oge.com

Host Transmission Owner
American Electric Power Service Corporation
Robert L. Pennybaker
Director, Transmission & Interconnect Services
212 E. 6th Street
Tulsa, OK 74119
Phone: 918-599-2723
Email: 918-599-3003 Fax
rlpennybaker@aep.com

Host Transmission Owner
Western Farmers Electric Cooperative
Gary Roulet
Chief Executive Officer
701 N.E. 7th Street, P.O. Box 429
Anadarko, OK 73005
Phone: 405-247-4225

Fax: 405-247-4499
Email: g_roulet@wfec.com

Network Customer
Oklahoma Gas and Electric Company
Gary D. Clear
Manager Power Supply Regulatory Support
P.O. Box 321 M/C 404
Oklahoma City, OK 73101
Phone: 405-553-3113
Fax" 405-553-3115
Email: cleargd@oge.com

Any Party may change its notice address by written notice to the other Parties in accordance with this Article 20.

20.2 Any notice, request, or demand pertaining to operating matters may be delivered in writing, in person or by first class mail, e-mail, messenger, or facsimile transmission as may be appropriate and shall be confirmed in writing as soon as reasonably practical thereafter, if any Party so requests in any particular instance.

21.0 Execution in Counterparts

This Operating Agreement may be executed in any number of counterparts with the same effect as if all Parties executed the same document. All such counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused this Operating Agreement to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

TRANSMISSION PROVIDER

/s/ Carl Monroe
Signature

Carl Monroe
Printed Name

EVP & COO
Title

June 30, 2014
Date

HOST TRANSMISSION OWNER

/s/ Robert Pennybaker
Signature

Robert Pennybaker
Printed Name

Director, Transmission & Interconnection Services
Title

6/26/2014
Date

HOST TRANSMISSION OWNER

/s/ Philip L. Crissup
Signature

Philip L. Crissup
Printed Name

Vice President Utility Tech Support
Title

6/24/14
Date

HOST TRANSMISSION OWNER

/s/ Gary Ray Roulet
Signature

Gary Ray Roulet
Printed Name

Chief Executive Officer
Title

June 19, 2014
Date

NETWORK CUSTOMER

/s/ Gary D. Clear
Signature

Gary D. Clear
Printed Name

Mgr. Power Supply Reg. Support
Title

6/24/14
Date