



Control Number: 35077



Item Number: 197

Addendum StartPage: 0

PUBLIC UTILITY COMMISSION OF TEXAS
Substantive Rule 25.195(e)

Project No. 35077

Interconnection Agreement

Dated as of November 15, 2010

Between

Electric Transmission Texas, LLC

And

Rio Grande Electric Cooperative, Inc.

November 30, 2010

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PUBLIC UTILITY COMMISSION OF TEXAS

INTERCONNECTION AGREEMENT
BETWEEN
ELECTRIC TRANSMISSION TEXAS, LLC
AND
RIO GRANDE ELECTRIC COOPERATIVE, INC.

DATED November 15, 2010

**INTERCONNECTION AGREEMENT
BETWEEN
ELECTRIC TRANSMISSION TEXAS, LLC
AND
RIO GRANDE ELECTRIC COOPERATIVE, INC.**

This Agreement is made and entered into this 15 day of November, 2010, by and between Electric Transmission Texas, LLC ("ETT") and Rio Grande Electric Cooperative, Inc. ("RGEC") each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties".

WITNESSETH

WHEREAS, each Party is the owner and operator of transmission and/or distribution facilities and is engaged in the business of transmitting electric energy to the general public; and

WHEREAS, on or about February 23, 2004, RGEC entered into an Interconnection Agreement with AEP Texas North Company ("2004 Interconnection Agreement") which included the Points of Interconnection listed in Exhibit A; and

WHEREAS, AEP Texas North Company has now assigned the transmission facilities associated with each of the Points of Interconnection described in Exhibit A to ETT, and AEP Texas North Company and RGEC have amended the 2004 Interconnection Agreement to delete those Points of Interconnection from the scope of that agreement; and

WHEREAS, the Parties desire to continue the interconnection of their respective transmission and distribution systems in the respects, and under the terms and conditions, set forth below.

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

ARTICLE I – EFFECTIVE DATE AND TERM

This Agreement and any subsequent addendum to this Agreement shall become effective on the date of execution by both Parties. Unless otherwise mutually agreed, this Agreement shall remain in effect initially for a period of ten (10) years from the effective date, and shall continue in effect thereafter for periods of one year each unless canceled after such initial period or any subsequent period either by mutual agreement or by either Party upon at least twelve (12)

months written notice to the other Party. Upon termination of this Agreement, each Party shall discontinue the use of the facilities of the other and shall disconnect the Points of Interconnection.

ARTICLE II – OBJECTIVE AND SCOPE

2.1 It is the intent of the Parties, by this Agreement, to state the terms and conditions under which the Parties' transmission and/or distribution systems will be interconnected and to identify the facilities and equipment provided by each Party at the Points of Interconnection.

2.2 This Agreement shall apply to the ownership, construction, operation and maintenance of those facilities that are specifically identified and described in the Facility Schedules that are attached hereto and incorporated herein, to permit interchange of power and energy between the Parties.

2.3 This Agreement, including all attached Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof if not set forth or provided for herein. This Agreement replaces all other agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein; such agreements are unaffected by this Agreement.

ARTICLE III – DEFINITIONS

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

3.1 Agreement shall mean this Agreement with all schedules and attachments applying hereto, including any schedules and attachments hereafter made and any amendments hereafter made.

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

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

3.4 Facility Schedule(s) shall mean the addendum(s) to this Agreement that describe the agreement on ownership, cost, control, operation, and maintenance responsibilities of the Parties at the Point(s) of Interconnection and any additional terms and conditions of this Agreement that apply specifically to the Point(s) of Interconnection.

3.5 Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region. Good Utility Practice may include, but not be limited to, conformance with the applicable and consistently applied reliability criteria, standards and operating guides of ERCOT and the NERC, or successor organization(s).

3.6 NERC shall mean the North American Electric Reliability Corporation or its successor in function.

3.7 NERC Reliability Standards shall mean the mandatory electric reliability standards enforced by NERC.

3.8 Point(s) of Interconnection shall mean the points where the electrical systems of the Parties are connected or may, by the closure of normally open switches, be connected.

3.9 PUCT shall mean the Public Utility Commission of Texas or its successor in function.

ARTICLE IV – ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION

4.1 The Parties agree to comply with NERC Reliability Standards to the extent they relate to the interconnection of their facilities at the locations identified and described in the Facility Schedules which are attached hereto and incorporated herein.

4.2 The Parties agree to interconnect their facilities at the locations, and in accordance with the terms and conditions, specified in the attached Facility Schedule(s). All Points of Interconnection shall be specified in Exhibit A and the Facility Schedule(s) attached hereto and made a part hereof. The Facility Schedule(s) shall specify the responsibilities of the Parties with respect to operation, maintenance and control of the connection facilities, in the general form of initial Facility Schedules 1 through 3 which describe the Points of Interconnection existing at the initiation of this Agreement.

4.3 Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, or cause the design and installation of the transmission or distribution facilities (including all apparatus and necessary protective devices) on its side of the Point of Interconnection, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the system of one Party, from affecting or impairing the system of the other Party, or other systems to which the system of such Party is interconnected. The Parties agree that all Points of Interconnection will be established in conformance with the ERCOT Requirements. The Parties agree to cause their systems to be constructed in accordance with specifications at least equal to those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction. Except as otherwise provided in the Facility Schedules, each Party will be responsible for the equipment and facilities it owns on its side of the Point of Interconnection.

4.4 It is understood that the Points of Interconnection described in Facility Schedules No. 1 through 6 were provided by previous agreements, but from which the descriptions of locations, facility ownership, cost, and operation and maintenance responsibilities of the Parties are reflected, to the extent possible, in this Agreement.

4.5 From time to time, a Point of Interconnection may be added, changed, modified, or deleted from this Agreement as mutually agreed by the Parties (not to be unreasonably withheld) and/or as ordered by a regulatory authority having jurisdiction thereof. Any such change, addition, or deletion shall be recorded in Exhibit A and a Facility Schedule in such a way that the numbering of the other Facility Schedules is not changed and shall be separately executed and attached hereto.

4.6 Unless otherwise provided in a Facility Schedule, and subject to regulatory approval if required, each Party shall have the right in its sole discretion to disconnect from the other Party at any Point of Interconnection specified herein after twelve (12) months written notice. Upon termination of a Point of Interconnection, each Party shall discontinue the use of the facilities of the other associated with the use of that Point of Interconnection and shall disconnect from that Point of Interconnection. The Parties agree to use reasonable efforts to coordinate the termination of a Point of Interconnection to minimize any disruption in service by either Party. Such disconnection shall not affect the Term of this Agreement pursuant to Article I.

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

4.8 The Parties agree to coordinate and cooperate on assessments of the reliability impacts to the interconnected transmission system for new facilities requesting connection to

their distribution or transmission facilities, in accordance with any applicable NERC Reliability Standards.

ARTICLE V - OTHER SERVICES

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

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

ARTICLE VI - SYSTEM OPERATION AND MAINTENANCE

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

6.2 Operational responsibility for facilities owned by one Party but installed in another Party's substation or transmission line will be identified in the Facility Schedule for that particular Point of Interconnection.

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

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

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

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

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

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

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

7.3 Any and all equipment, apparatus, and devices placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be and remain the property of the Party owning and installing such equipment, apparatus, devices, or facilities, regardless of the mode and manner of annexation or attachment to real property. Upon the termination of any Point of Interconnection under this Agreement, the Party owning and installing such equipment, apparatus, devices, or facilities on the property of the other Party, shall 1) have the right to sell such equipment, apparatus, devices, or facilities to the other Party if the other Party wishes to purchase such equipment, apparatus, devices, or facilities or 2) to enter the premises of the other Party and, within a reasonable time, remove such equipment,

apparatus, devices, or facilities, at no cost to the owner of the premises. If, upon the termination of any Point of Interconnection under this Agreement, equipment of a Party that is installed on the premises of the other Party is either not sold to the other Party or removed by the owning Party within a reasonable time, it shall be considered abandoned by the owning Party and may be disposed of by the other Party in the manner it shall determine appropriate; provided, however, that any net cost incurred by the disposing Party shall be reimbursed by the abandoning Party.

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

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

ARTICLE VIII – METERING AND RECORDS

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

8.2 The Party that does not own the metering equipment shall be permitted to witness any testing, inspection, maintenance, or alteration of such metering equipment owned by the other Party. The owner of such equipment shall give reasonable advance notice of all tests and inspections so that representatives of the other Party may be present. After proper notification to the other Party, the owner may proceed with the scheduled tests or inspections regardless of whether a witness is present.

8.3 If any test or inspection of metering equipment shows that it does not meet the accuracy requirements established by the ERCOT Requirements, the meter or other equipment found to be inaccurate or defective shall be promptly repaired, adjusted, or replaced by the owner. Should metering equipment fail to register, the power and energy delivered and received shall be determined in accordance with the ERCOT Requirements.

8.4 As long as metering, telemetering or communications facilities are required by the ERCOT Requirements and are operated and maintained in accordance with ERCOT guidelines and Protocols, the Party owning these facilities shall allow the other Party to read the meter by means of the existing telemetering and communications facilities. The other Party shall be

responsible for any incremental costs incurred by the owning Party to provide any meter reading capability over and above that which is required by the owning Party.

ARTICLE IX – COMMUNICATION AND TELEMETERING FACILITIES

9.1 Each Party shall provide, at its own expense, the necessary communication and telemetering facilities needed for the control and operation of its transmission and/or distribution system.

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

ARTICLE X - INDEMNIFICATION

EACH PARTY SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS THE OTHER PARTY, ITS DIRECTORS, OFFICERS AND AGENTS (INCLUDING, BUT NOT LIMITED TO, DIRECTORS, OFFICERS AND EMPLOYEES OF ITS AFFILIATES AND CONTRACTORS) FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, INCLUDING CLAIMS AND ACTIONS RELATING TO INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY, DEMANDS, SUITS, RECOVERIES, COSTS AND EXPENSES, COURT COSTS, ATTORNEY FEES, AND ALL OTHER OBLIGATIONS BY OR TO THIRD PARTIES, ARISING OUT OF OR RESULTING FROM NEGLIGENCE OR OTHER FAULT IN THE DESIGN, CONSTRUCTION OR OPERATION OF THEIR RESPECTIVE FACILITIES DURING THE PERFORMANCE OF THIS AGREEMENT, EXCEPT IN CASES OF NEGLIGENCE OR INTENTIONAL WRONGDOING BY THE OTHER PARTY.

ARTICLE XI –NOTICES

11.1 Notices of an administrative nature, including but not limited to a notice of termination, notice of default, request for amendment, change to a Point of Interconnection, or request for a new Point of Interconnection, shall be forwarded to the designees listed below for each Party and shall be deemed properly given if delivered in writing to the following:

If to ETT:

Electric Transmission Texas, LLC
J. Calvin Crowder, President
400 W. 15th Street, Suite 800
Austin, Texas 78701-1677
Telephone: (512) 391-2961
Fax: (886) 947-1063

jccrowder@aep.com

With copy to:

American Electric Power Service Corporation
Manager, Transmission and Interconnection Services
212 E. 6th St
P.O. Box 201
Tulsa, Oklahoma 74102
Telephone: (918) 599-2723
rlpennybaker@aep.com

If to RGEC:

Rio Grande ECI
Daniel G. Laws, General Manager/CEO
Hwy 90 and SH 131
P.O. Box 1509
Brackettville, TX 78832
Telephone: (830) 563-2444
Toll Free: (800) 749-1509
dlaws@rgec.com

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

ARTICLE XII - INVOICING AND PAYMENT

12.1 Invoices for any sums due hereunder will be rendered by each Party to the other at the addresses below or by electronic fund transfers made upon notification of wire instructions by the Party of receipt.

If by mail to ETT:

Electric Transmission Texas, LLC
J. Calvin Crowder, President
400 W. 15th Street, Suite 800
Austin, Texas 78701-1677
Telephone: (512) 391-2961
Fax: (886) 947-1063

If by mail to RGEC:

Rio Grande Electric Cooperative, Inc.
Attn: Accounts Payable
P.O Box 1509
Brackettville, TX 78832

12.2 The above listed mailing addresses or electronic cash transfer instructions of either Party may be changed by written notification to the other Party.

12.3 Unless otherwise mutually agreed, payments shall be due by the 20th calendar day after the date of issuance of the invoice. Interest will accrue on any unpaid amount, calculated in accordance with applicable rules established by the PUCT. Payments by mail are considered as having been paid on the date of receipt by the Party.

ARTICLE XIII - SUCCESSORS AND ASSIGNS

13.1 Subject to the provisions of Section 13.2 below, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

13.2 Neither Party shall assign its interest in this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, provided that neither Party will be required to consent to any assignment which would, in its reasonable judgment and among other reasons, subject it to additional federal or state regulation, result in the imposition of additional costs of administration which the Party requesting consent to assignment does not agree to reimburse, or in any way diminish the reliability of its system, enlarge its obligations or otherwise create or maintain an unacceptable condition. The respective obligations of the Parties under this Agreement may not be changed, modified, amended, or enlarged, in whole or in part, by reason of the sale, merger, or other business combination of either Party with any other person or entity. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, its interest in this Agreement, in whole or in part, for collateral security purposes in connection with any financing or financial arrangements. In addition, RGEC may, without the prior consent of ETT, assign, transfer, mortgage or pledge this Agreement to create a security interest for the benefit of the United States of America, acting through the Administrator of the Rural Utilities Service (the "Administrator").

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

ARTICLE XIV – GOVERNING LAW AND REGULATION

14.1 This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof except as to matters exclusively controlled by the Constitution and statutes of the United States of America. This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, rules and regulations of duly constituted regulatory authorities having jurisdiction.

14.2 This Agreement and all obligations hereunder, are expressly conditioned upon obtaining approval or authorization or acceptance for filing by any regulatory authority whose approval, authorization or acceptance for filing is required by law. Both Parties hereby agree to support the approval of this Agreement before such regulatory authority and to provide such documents, information and opinions as may be reasonably required or requested by either Party in the course of approval proceedings.

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

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

ARTICLE XV – DEFAULT AND FORCE MAJEURE

Neither Party shall be considered in default with respect to any obligation hereunder, other than the payment of money, if prevented from fulfilling such obligations by reason of any cause beyond its reasonable control, including, but not limited to, outages or interruptions due to weather, accidents, equipment failures or threat of failure, strikes, civil unrest, injunctions or order of governmental or regulatory authority having jurisdiction ("Force Majeure"). If performance by either Party has been prevented by such event, the affected Party shall promptly and diligently attempt to remove the cause of its failure to perform, except that neither Party

shall be obligated to agree to any quick settlement of any strike or labor disturbance, that, in the affected Party's opinion, may be inadvisable or detrimental, or to appeal from any administrative or judicial ruling.

ARTICLE XVI - TERMINATION ON DEFAULT

16.1 The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 16.2, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within thirty (30) days after notice and continuously and diligently complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

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

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

ARTICLE XVII- MISCELLANEOUS PROVISIONS

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

17.2 The several provisions of this Agreement are not intended to and shall not create rights of any character in, nor be enforceable by, parties other than the signatories to this Agreement and their assigns.

17.3 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

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

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


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

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

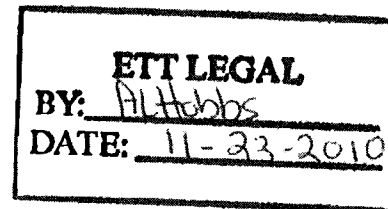
[signatures are on next page]

IN WITNESS WHEREOF, the Parties have caused this Interconnection Agreement between Electric Transmission Texas, LLC and Rio Grande Electric Cooperative, Inc. to be executed in two (2) counterparts, each of which shall constitute an original, on the day and year first written above.

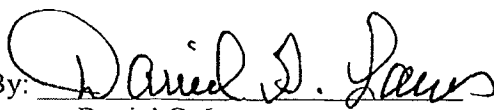
ELECTRIC TRANSMISSION TEXAS, LLC

By: 
Name: J. Calvin Crowder
Title: President

Date: 11-23-10



RIO GRANDE ELECTRIC COOPERATIVE, INC.

By: 
Daniel G. Laws
General Manager/CEO

Date: 11-15-2010

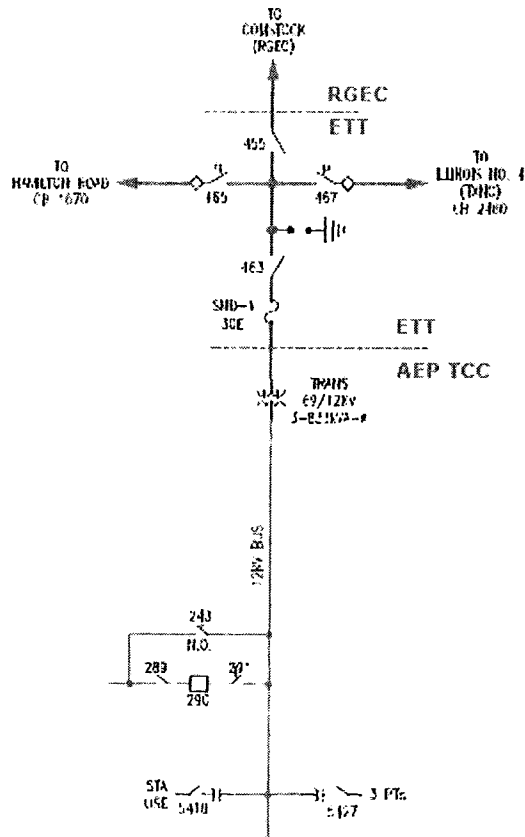
EXHIBIT A

Facility Schedule No	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	Interconnection Voltage (kV)	Effective Date in this Agreement or Subsequent Amendments to this Agreement
1	Comstock (1)	69	, 2010
2	Rough Canyon (Del Rio) (2)	69	, 2010
3	Illinois No.4 (Pat Lee) (1)	69	, 2010

FACILITY SCHEDULE NO. 1

1. **Name:** Comstock
2. **Facility Location:** RGEC's Comstock substation is located on State Hwy 163 approximately five (5) miles north of the City of Comstock, in Val Verde County, TX. The Point of Interconnection is located at the structure inside RGEC's substation where the ETT jumper conductors from ETT's transmission facilities structure physically contacts the connectors on RGEC's jumper conductors from RGEC's substation.
3. **Voltage at Point of Interconnection:** 69 kV
4. **Normal Operation of Interconnection:** Closed
5. **One-Line Diagram Attached:** Yes
6. **Description of Facilities Installed and Owned by Each Party:**
 - ETT will own the 69 kV transmission facilities serving RGEC's Comstock substation.
 - RGEC will own the Comstock substation and all the facilities within the Comstock substation (including metering).
7. **Operational Responsibilities of Each Party:**
 - ETT will be responsible for the operation of the 69 kV transmission facilities
 - RGEC will operate and control all facilities it owns
8. **Maintenance Responsibilities of Each Party:**
 - ETT will be responsible for the maintenance of the 69 kV transmission facilities
 - RGEC will maintain all facilities it owns
9. **Other Terms and Conditions:**

GPS LOCATION:
N29° 52.0 / W°01° 0.1

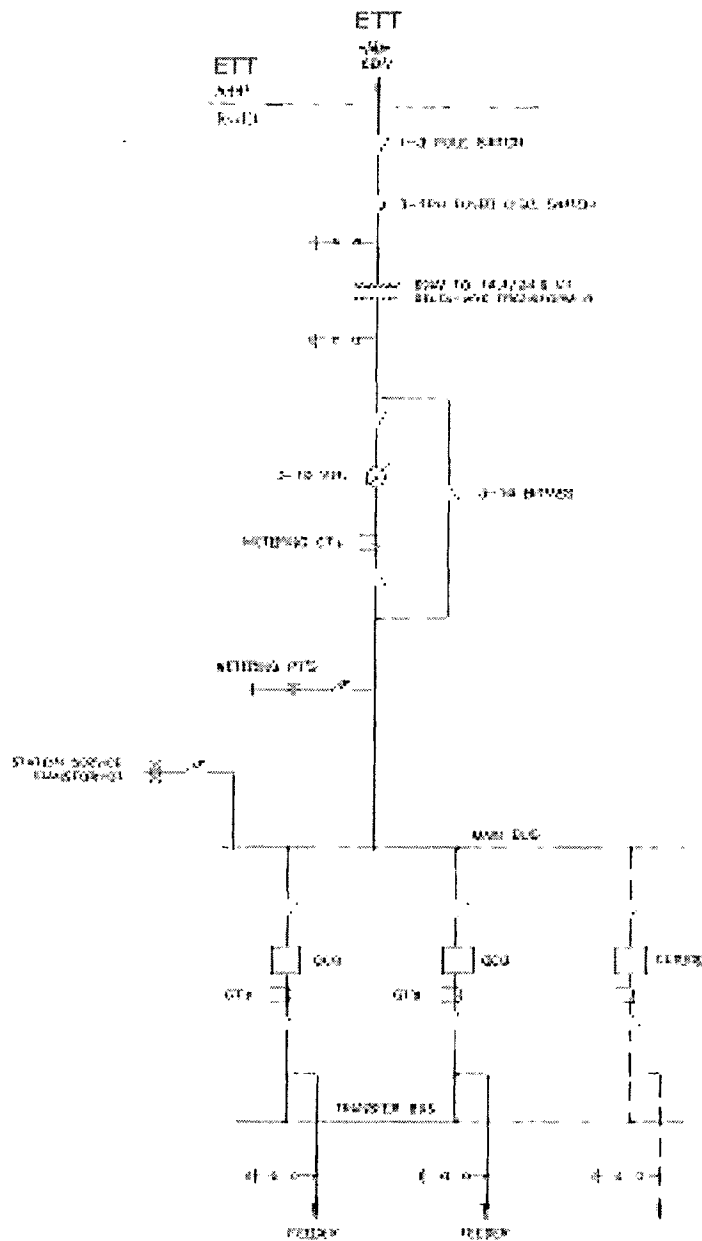


TEXAS CENTRAL COMPANY

AEP

COMSTOCK SUB #7010 - WEST DIV.

DRFT. RLC	ENG.	APP.	DATE: 9/20/07	DWG. NO. 7010S001	REV. 6
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Ra Grande Electric Cooperative, Inc.

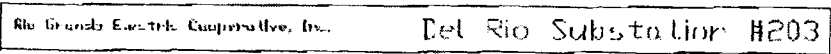
Comstock Substation #202

FACILITY SCHEDULE NO. 2

1. **Name:** **Rough Canyon (Del Rio)**
2. **Facility Location:** RGEC's Rough Canyon Substation is located on U.S. Hwy 277 approximately 14 miles north of the City of Del Rio, in Val Verde County, Texas. There are two (2) Points of Interconnection at this location. One is at each of the two (2) RGEC dead end line structures where the RGEC jumper conductors from the substation equipment physically contact the connectors on ETT's 69 kV transmission line.
3. **Delivery Voltage:** 69 kV
4. **Normal Operation of Interconnection:** Closed
5. **One Line Diagram Attached:** Yes
6. **Description of Facilities Owned by Each Party:**

Description of Facilities Installed and Owned by Each Party:

- ETT will own the 69 kV transmission line from Comstock to Hamilton Road substation
 - ETT will own the through-path switches (#5753 and #5143) and bypass switch (#242) in the 69 kV transmission line from Comstock to Hamilton Road substation
 - RGEC will own the Rough Canyon substation and all the facilities within the substation (including metering).
7. **Operational Responsibilities of Each Party:**
 - ETT will be responsible for the operation of the 69 kV transmission line from Comstock to Hamilton Road substation
 - ETT will operate and control through-path switches (#5753 and #5143) and bypass switch (#242)
 - RGEC will operate and control all facilities it owns
 8. **Maintenance Responsibilities of Each Party:**
 - ETT will be responsible for the maintenance of the 69 kV transmission line from Comstock to Hamilton Road substation
 - RGEC will maintain all facilities it owns
 9. **Other Terms and Conditions:** None



FACILITY SCHEDULE NO. 3

1. **Name:** Illinois No. 4 (Pat Lee)
2. **Facility Location:** ETT's Illinois No. 4 station is located approximately eleven (11) miles south of Interstate Hwy 10, approximately twenty-three (23) miles southwest of the City of Ozona, in Crockett County, TX. The Point of Interconnection is at the load side of transformer bank switch #2482 inside ETT's station where the RGEC jumper conductors physically contact the connectors on the switch.
3. **Voltage at Point of Interconnection:** 69 kV
4. **Normal Operation of Interconnection:** Closed
5. **One-Line Diagram Attached:** Yes
6. **Description of Facilities Installed and Owned by Each Party:**
 - ETT will own the Illinois No. 4 station and all the facilities within it except for the facilities owned by RGEC
 - RGEC will own the power transformer, lightning arrestors, power fuses, transformers, reclosers and metering.
7. **Operational Responsibilities of Each Party:**
 - ETT will be responsible for the operation of all the facilities within the Illinois No. 4 station that ETT owns
 - RGEC will be responsible for the operation of all the facilities it owns
 - RGEC has access to operate ETT's switch # 2482 inside the station
8. **Maintenance Responsibilities of Each Party:**
 - ETT will be responsible for the maintenance of all the facilities within the Illinois No. 4 station that ETT owns
 - RGEC will be responsible for the maintenance of al the facilities it owns
9. **Other Terms and Conditions:** None

