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Project No. 35077

Amendment No. 5

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INTERCONNECTION AGREEMENT

Between

AEP Texas Central Company

and

LCRA Transmission Services Corporation

March 27, 2013

**AMENDMENT NO. 5 TO THE
INTERCONNECTION AGREEMENT
BETWEEN
AEP TEXAS CENTRAL COMPANY
AND
LCRA TRANSMISSION SERVICES CORPORATION**

This Amendment No. 5 to the Interconnection Agreement between AEP Texas Central Company and LCRA Transmission Services Corporation (this "Amendment") is made by and between AEP Texas Central Company ("AEP") and LCRA Transmission Services Corporation ("LCRA TSC") as of this 27th day of MARCH 2013. AEP and LCRA TSC are each being referred to as a "Party" or collectively referred to as the "Parties."

WITNESSETH

WHEREAS, AEP and LCRA TSC are parties to that certain Interconnection Agreement dated as of January 11, 2005 (the "Interconnection Agreement");

WHEREAS, the Interconnection Agreement provides terms and conditions that allow a Point of Interconnection be added to or deleted from or amended to the Interconnection Agreement as mutually agreed by the Parties, whereby such addition or deletion be recorded in Exhibit A and a Facility Schedule be added or deleted in such a way that the numbering of the other Facility Schedules in the Interconnection Agreement is not changed;

WHEREAS, AEP desires to construct the Mockingbird Substation and LCRA TSC desires to install certain system upgrades to interconnect with AEP at the Mockingbird Substation; and

WHEREAS, the Parties agree to amend the Interconnection Agreement by adding new Facilities Schedule No. 69 that provides for the Mockingbird Point of Interconnection; and

WHEREAS, the Parties have agreed to amend the Interconnection Agreement in accordance with its terms and conditions.

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

I. CAPITALIZED TERMS.

Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Interconnection Agreement, as amended and supplemented by this Amendment.

II. AMENDMENTS.

This Amendment shall be effective as of the date first written above or upon such other date specified by the Federal Energy Regulatory Commission (the "Effective Date").

Effective as of the Effective Date Facility Schedule No. 69 attached hereto is hereby added to the Interconnection Agreement.

Effective as of the Effective Date, Exhibit A of the Interconnection Agreement is hereby amended and superseded by the revised Exhibit A attached hereto.

III. RATIFICATION OF OTHER TERMS.

All other terms and conditions of the Interconnection Agreement which are not specifically amended by this Amendment shall remain unchanged and are hereby ratified by the Parties and shall continue to be in full force and effect.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in two (2) counterparts, each of which shall be deemed an original but both shall constitute one and the same instrument.

**AEP TEXAS CENTRAL
COMPANY**

9w/s
By 
Name: Scott N. Smith
Title: Vice President

**LCRA TRANSMISSION SERVICES
CORPORATION**

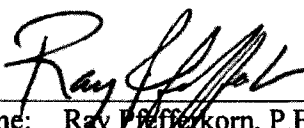
By  3/7/15
Name: Ray Pfefferkorn, P.E.
Title: LCRA Transmission
Engineering Manager



EXHIBIT A

Facilities Schedule No.	Name of Point of Interconnection (# of Points)	Delivery Voltage [kV]	LDF Charge Type ⁽¹⁾	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]	Effective Date in this Agreement, Prior Agreements or Amendments
1A	Luling 69 (0)	-	-	-	-	-	June 1, 1973 November 1, 2008
1B	Luling City 12.5 (4)	12.5	-	-	-	-	June 1, 1973 November 1, 2008 April 28, 2010
2	Yorktown (1)	12.5	?				June 1, 1973
3	Nordheim (1)	12.5	?				June 1, 1973
4	Glidden (0)	-	-	-	-	-	October 8, 1979 November 1, 2008
5	LCRA Cuero (1)	138	T	138	-	-	June 1, 1973 November 1, 2008 April 28, 2010
6	Campwood (1)	69	T	69	-	-	December 28, 1990 March 16, 2007
7	LCRA Nixon (0)	-	-	-	-	-	April 11, 1994 November 1, 2008
8	Leakey (1)	12.5	-	12.5	-	-	December 10, 1998
9	Coletto Creek (1)	345	T	345	-	-	January 11, 2005
10	Citgo North Oak Park (3)	138	T	138	-	-	January 11, 2005 April 28, 2010
11	Lon C. Hill (2)	138	T	138	-	-	January 11, 2005 April 28, 2010

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EXHIBIT A (continued)

Facilities Schedule No.	Name of Point of Interconnection (# of Points)	Delivery Voltage [kV]	LDF Charge Type ⁽¹⁾	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]	Effective Date in this Agreement, Prior Agreements or Amendments
12	Highway 9 (1)	138	T	138	-	-	January 11, 2005 March 16, 2007 April 28, 2010
13	Nueces Bay (0)	-	-	-	-	-	January 11, 2005 April 28, 2010
14	Cantwell (2)	138	T	138	-	-	March 16, 2007 April 28, 2010
15	Weil Tract (2)	138	T	138	-	-	March 16, 2007 April 28, 2010
16	Rincon (1)	138	T	138	-	-	March 16, 2007
17	Rockport (2)	69 & 138	T	69 & 138	-	-	March 16, 2007
18	Fulton (1)	69	T	69	-	-	March 16, 2007
19	Roma (1)	138	T	138	-	-	March 16, 2007
20	Garceno (2)	138	T	138	-	-	March 16, 2007
21	Rio Grande City (2)	138	T	138	-	-	March 16, 2007
22	La Grulla (2)	138	T	138	-	-	March 16, 2007
23	Goodwin (2)	138	T	138	-	-	October 1, 2001 February 19, 2010
24	Frontera Switching Station 138 (1)	138	T	138	-	-	October 1, 2001 February 19, 2010
25	Asherton (1)	138	T	138	-	-	October 1, 2001 February 19, 2010
26	Conoco-Chittam Ranch Tap (2)	138	T	138	-	-	July 24, 2001 February 19, 2010

EXHIBIT A (continued)

Facilities Schedule No.	Name of Point of Interconnection (# of Points)	Delivery Voltage [kV]	LDF Charge Type ⁽¹⁾	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]	Effective Date in this Agreement, Prior Agreements or Amendments
27	Pueblo (2)	138	T	138	-	-	March 16, 2007
28	Escondido Switching Station(1)	138	T	138	-	-	March 16, 2007
29	Uvalde (1)	138	T	138	-	-	March 16, 2007
30	Asphalt Mines (2)	138	T	138	-	-	March 16, 2007
31	Bracketville (2)	138	T	138	-	-	March 16, 2007
32	Hamilton Road (0)	-	-	-	-	-	March 16, 2007 March 29, 2010
33	Pharr (1)	138	T	-	-	-	November 1, 2008
34	North Alamo (2)	138	T	-	-	-	November 1, 2008
35	Weslaco Switching Station (2)	138	T	-	-	-	November 1, 2008
36	North Weslaco (2)	138	T	-	-	-	November 1, 2008
37	North Mercedes (2)	138	T	-	-	-	November 1, 2008
38	Harlingen Switching Station (1)	138	T	-	-	-	November 1, 2008
39	Naval Base (2)	69	T	-	-	-	November 1, 2008
40	Airline (2)	69	T	-	-	-	November 1, 2008
41	North Padre Tap (1)	69	T	-	-	-	November 1, 2008
42	Mustang Island (2)	69	T	-	-	-	November 1, 2008
43	Port Aransas (0)	-	-	-	-	-	November 1, 2008 April 28, 2010
44	Laguna (0)	-	-	-	-	-	November 1, 2008 April 28, 2010

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EXHIBIT A (continued)

Facilities Schedule No.	Name of Point of Interconnection (# of Points)	Delivery Voltage [kV]	LDF Charge Type ⁽¹⁾	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]	Effective Date in this Agreement, Prior Agreements or Amendments
45	Kenedy Switching Station (2)	69	T	-	-	-	November 1, 2008 April 28, 2010
46	Runge (1)	69	T	-	-	-	November 1, 2008 April 28, 2010
47	Nordheim 69 (1)	69	T	-	-	-	November 1, 2008 April 28, 2010
48	Yorktown 69 (2)	69	T	-	-	-	November 1, 2008 April 28, 2010
49	Hochheim (1)	69	T	-	-	-	November 1, 2008
50	Malone (1)	69	T	-	-	-	November 1, 2008 April 28, 2010
51	Darst Creek(2)	69	T	-	-	-	November 1, 2008 April 28, 2010
52	AEP Nixon (2)	69	T	-	-	-	November 1, 2008 April 28, 2010
53	Magnolia (1)	69	T	-	-	-	November 1, 2008 April 28, 2010
54	Columbus (2)	69	T	-	-	-	November 1, 2008 April 28, 2010
55	Stafford Hill (1)	69	T	-	-	-	November 1, 2008 April 28, 2010
56	Riverside Pump (1)	69	T	-	-	-	November 1, 2008 April 28, 2010

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EXHIBIT A (continued)

Facilities Schedule No.	Name of Point of Interconnection (# of Points)	Delivery Voltage [kV]	LDF Charge Type ⁽¹⁾	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]	Effective Date in this Agreement, Prior Agreements or Amendments
57	Prairie Pump (1)	69	T	-	-	-	November 1, 2008 April 28, 2010
58	Parker (1)	69	T	-	-	-	November 1, 2008 April 28, 2010
59	Eagle Lake (2)	69	T	-	-	-	November 1, 2008 April 28, 2010
60	Lakeside Pump (1)	69	T	-	-	-	November 1, 2008 April 28, 2010
61	Matthews (1)	69	T	-	-	-	November 1, 2008 April 28, 2010
62	Garwood Lone Star (1)	69	T	-	-	-	November 1, 2008 April 28, 2010
63	Garwood City (1)	69	T	-	-	-	November 1, 2008 April 28, 2010
64	El Campo (2)	69 & 138	T	69 & 138	-	-	November 1, 2008 April 28, 2010 <i>MARCH 7, 2013</i>
65	B&B Gravel (1)	69	T	-	-	-	November 1, 2008 April 28, 2010
66	Garwood Pump (1)	69	T	-	-	-	November 1, 2008 April 28, 2010
67	Ideal Cement (1)	69	T	-	-	-	November 1, 2008
68	Garwood Relief Pump (1)	69	T	-	-	-	November 1, 2008 April 28, 2010

EXHIBIT A (continued)

Facilities Schedule No.	Name of Point of Interconnection (# of Points)	Delivery Voltage [kV]	LDF Charge Type ⁽¹⁾	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]	Effective Date in this Agreement, Prior Agreements or Amendments
69	Mockingbird (2)	138	T	12.5	-	7500	<i>MARCH 27, 2013</i>

Notes:

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

T = Transmission Delivery Point (LDF Charge = Metering Charge)

DS = Distribution Station voltage bus connection (LDF Charge = Metering Charge + DS Charge)

OHL = Distribution Overhead Line connection (LDF Charge = Metering Charge + DS Charge + OHL Charge)

FACILITY SCHEDULE NO. 69

1. **Name:** **Mockingbird**
2. **Facility Location:** The Mockingbird Substation ("Substation") will be located at 315 Radio Lane, Columbus, Texas, in Colorado County, Texas, (29° 42' 03.80" N, 96° 34' 25.82" W), approximately 0.35 miles north of the LCRA TSC Glidden substation. There will be two (2) Points of Interconnection located at both AEP high-side 138 kV disconnect switches. More specifically, the Points of Interconnection are where LCRA TSC's jumper conductors from LCRA TSC's 138 kV bus equipment physically connect to AEP's 138 kV high-side disconnect switches.
3. **Delivery Voltage:** 138 kV
4. **Metered Voltage:** 12.5 kV
5. **Loss Adjustment Due To Meter Location:** None
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes
8. **Responsibilities and Ownership:**
 - A. **AEP agrees that it will design, procure and construct and will own the following facilities:**
 - i. the Substation and all the facilities within it excluding those facilities identified as being owned by LCRA TSC below
 - ii. the three (3) acres for the Substation
 - iii. one (1) 138 kV circuit switcher
 - iv. two (2) 138 kV disconnect switches and all associated material
 - v. the 138/12.5 kV distribution transformer
 - vi. three (3) distribution regulators
 - vii. three (3) distribution circuit breakers with relays
 - viii. one (1) totalize breaker on low-side of distribution transformer
 - ix. the 12.5 kV distribution facilities
 - x. the control house with station service and 125 Vdc station batteries
 - xi. 12.5 kV meters and metering facilities
 - xii. Ground grid, gravel, fencing and other appurtenances
 - xiii. one (1) remote terminal unit ("RTU")
 - B. **LCRA TSC agrees that it will design, procure and construct and will own the following facilities:**
 - i. the Glidden to Fayetteville 138 kV transmission line (T-176)
 - ii. the 138 kV transmission facilities within the Substation consisting of the following:

- a) two (2) 138 kV A-frames and foundations
- b) one (1) 138 kV, 2000 Amp bus
- c) two (2) 138 kV 2000 Amp air break switches with motor operators
- d) two (2) 138 kV interrupters
- e) jumpers from LCRA TSC 138 kV bus to AEP 138 kV disconnect switches
- f) one (1) annunciator/MOS/PT panel
- g) one (1) RTU
- h) the fiber between the Glidden substation and Substation
- i) associated fiber facilities (facility entry, patch panel and splice box)

9. Facility Operation Responsibilities of the Parties:

Each Party will operate the equipment it owns as set forth in Section 8 above.

10. Facility Maintenance Responsibilities of the Parties:

Each Party will maintain the equipment and facilities it owns as set forth in Section 8 above.

11. Estimated Peak Load: 7,500 kW

12. Other Terms and Conditions:

- A. Each Party agrees to exercise commercially reasonable efforts to place the facilities in service by December 13, 2013.
- B. Each Party will be fully responsible for the costs of installation, construction, operation and maintenance of the facilities for which it is responsible as described in Items 8, 9 and 10 of this Facility Schedule.
- C. AEP shall allow LCRA TSC to install equipment and panels in AEP's control house.
- D. AEP shall provide LCRA TSC with 125 Vdc and 120 Vac as necessary for LCRA TSC's equipment.
- E. LCRA TSC shall have access to the Substation in accordance with Article VII of the Interconnection Agreement.
- F. AEP permits LCRA TSC its own separate locks in the Substation gate.
- G. AEP and LCRA TSC shall share a control house door key in a lock box located outside the access door of the control house.

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