

EXHIBIT "C-2"

Conceptual One-Line Drawing of the CFB 138 kV Plant

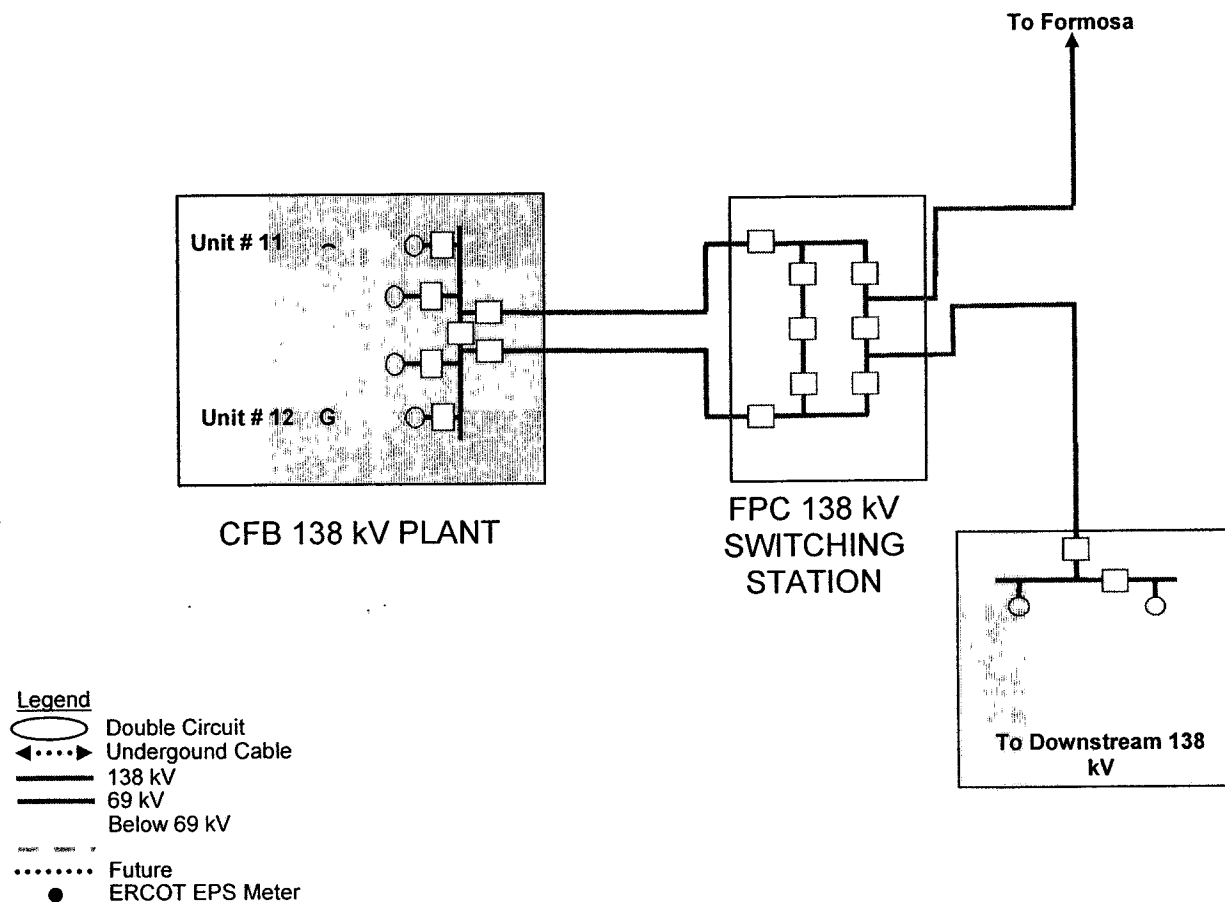


EXHIBIT "C-3"

Conceptual One-Line Drawing of the 69 kV Cogen Plant

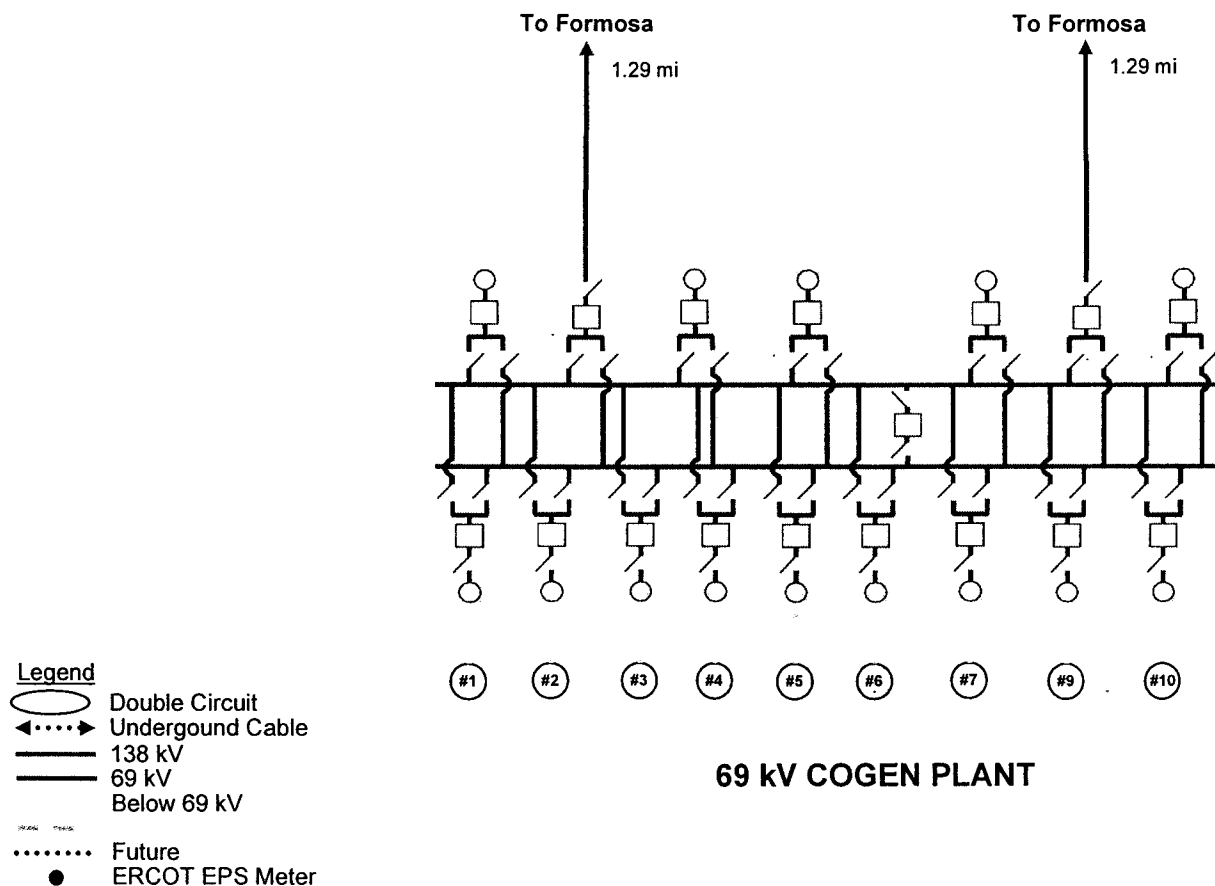


EXHIBIT D

NOTICE INFORMATION OF THE INTERCONNECTION AGREEMENT

(a) All notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:

If to Generator:

Formosa Utility Venture, LTD.
Attn: John Hsu
Address: 201 Formosa Drive
Point Comfort, Texas 77978
(361) 987-7346
E-mail: JohnCHsu@ftpc.fpcusa.com

If to Transmission Service Provider:

American Electric Power Service Corp.
Manager, Transmission Dispatching
5502 Corporate Dr
Corpus Christi, TX 78403
(361) 289-4003
dkkunkel@aep.com

(b) Notices of an administrative nature:

If to Generator:

Formosa Utility Venture, LTD.
Attn: Richard Schmidt

P.O. Box 700
201 Formosa Drive
Point Comfort, TX 77978
Phone: (361) 987-7342
Cell: (361) 652-7370
(361) 987-7488 (fax)
E-mail: RichardS@ftpc.fpcusa.com

If to Transmission Service Provider:

American Electric Power Service Corp.
Manager, Transmission & Interconnection
Services
P.O. Box 201
212 E. 6th St
Tulsa, OK 74102
918 599-2723
918 231-2504
918 594-3579 (fax)
rlpennybaker@aep.com

(c) Notice for statement and billing purposes:

If to Generator:

Formosa Plastics Corporation, U.S.A.
(For Neumin Production Company)
Attn: : T.C. Yang
Address: 9 Peach Tree Hill Road,
Livingston, NJ 07039

If to Transmission Service Provider:

American Electric Power Se
Accounts Receivable
301 Cleveland Ave SW
Canton, OH 44702

(d) Information concerning Electronic Funds Transfers:

If to Generator:

If to Transmission Service Provider:

Bank Name: Citibank NA
City, State: New York, NY
ABA No: 021-000-089
for credit to: Formosa Utility Venture Ltd.
Account No.: 4063-8375

Citibank NA
New York, NY
021000089
AEP Texas Central
30489767

EXHIBIT E

SECURITY ARRANGEMENT DETAILS

1. As a condition to TSP's obligation to plan, license, engineer, design, procure equipment and materials, and construct the TIF and System Upgrades described in Item 8 of Exhibit C Generator will provide a financial security (Security) either as a letter of credit (Letter of Credit), corporate guaranty or other form of collateral security acceptable to TSP in an amount totaling \$1.2 million, as required pursuant to Section 8.3 of this Agreement. Such Security will be due within 10 business days of execution of this Agreement.
2. Depending upon the creditworthiness of Generator, a corporate guaranty may or may not be acceptable Security. If Generator chooses to provide a corporate guaranty, it shall provide any financial reports requested by TSP. If creditworthiness of Generator is acceptable to TSP, the corporate guaranty shall be in a form similar to that shown in Exhibit E-1 or, if in a form not similar to that shown in Exhibit E-1, in a form acceptable to TSP.
3. Letter of Credit means an irrevocable, transferable standby letter of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with a credit rating of at least A- from Standard and Poor's or an A3 credit rating from Moody's Investors Services. It shall be in a form similar to that shown in Exhibit E-2 or, if not in a form similar to that shown in Exhibit E-2, in a form acceptable to TSP. Such Letter of Credit shall state that it is issued in favor of TSP and not expire prior to one year beyond the Commercial Operation Date indicated in Exhibit "B". Costs of the Letter of Credit shall be borne by the applicant for such Letter of Credit.
4. Upon receipt of Security, TSP will proceed with the work required to meet the In-Service Date.

EXHIBIT E-1

FORM OF CORPORATE GUARANTY

GUARANTY

THIS GUARANTY is executed as of the ___ day of _____, _____ between _____, a _____ corporation (the "**Guarantor**"), and AEP Texas _____ Company, a Delaware company (the "**Counterparty**")

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_____, a Texas limited partnership (the "**Company**"), and the Counterparty have entered into an Interconnection and Operation Agreement, dated as of the same date as hereof (the "**Agreement**"). As an inducement to the Counterparty to enter into the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor covenants and agrees as follows:

1. Guaranty of Payment. The Guarantor hereby irrevocably and unconditionally guarantees the due punctual and full payment of any and all obligations of the Company to the Counterparty now or hereafter due pursuant to the Agreement (the "**Guaranteed Obligation**"), subject to the limits set forth herein. Upon any failure by the Company to pay any of the Guaranteed Obligation, the Guarantor agrees that it will forthwith on demand pay any amounts which the Company has failed to pay the Counterparty, at the place and in the manner specified in the Agreement. This guaranty is a guaranty of payment and not merely a guaranty of collection. The Guarantor agrees that the Counterparty may resort to the Guarantor for payment of any of the Guaranteed Obligation, whether or not the Counterparty shall have resorted to any collateral security, or shall have proceeded against any other obligor principally or secondarily obligated with respect to any of the Guaranteed Obligation. Guarantor reserves the right to assert defenses which the Company may have to payment of any Guaranteed Obligation other than defenses arising from the bankruptcy, insolvency or similar proceeding of the Company and other defenses expressly waived hereby.

2. Guaranty Unconditional and Absolute. The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

- (i) any extension, renewal, settlement, compromise, waiver, discharge or release in respect of any Guaranteed Obligation of the Company;
- (iii) the existence, or extent of, any release, exchange, surrender, non-perfection or invalidity of any direct or indirect security for any of the Guaranteed Obligation;

- (iii) any modification, amendment, waiver, extension of or supplement to the Agreement or any of the Guaranteed Obligation agreed to from time to time by the Company and the Counterparty;
- (iv) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of the Company or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Company or its assets, the Guarantor or any other guarantor of any of the Guaranteed Obligation; and
- (v) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Company, the Counterparty or any other corporation or person, whether in connection herewith or in connection with any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim if such claim, set off or other right arose in connection with the Guaranteed Obligation.

3. Term: Reinstatement in Certain Circumstances. This Guaranty shall remain in full force and effect until the successful completion of the GIF and the TIF in accordance with the applicable provisions of the Agreement. Such termination shall not release Guarantor from liability for any Guaranteed Obligation arising prior to the effective date of such termination. If at any time any payment of any of the Guaranteed Obligation is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Company, the Guarantor's obligations hereunder with respect to such payment shall be reinstated at such time as though such payment had not been made.

4. Waiver by the Guarantor. The Guarantor irrevocably waives acceptance hereof, diligence, presentment, demand, protest, notice of dishonor, notice of any sale of collateral and any notice not provided for herein, and any requirement that at any time any person exhaust any right to take any action against the Company or its assets or any other guarantor or person.

5. Subrogation. Upon making any payment hereunder, the Guarantor shall be subrogated to the rights of the Counterparty against the Company with respect to such payment; provided that the Guarantor shall not enforce any right or receive any payment by way of subrogation until all of the Guaranteed Obligation then due shall have been paid in full and Counterparty agrees to take at Guarantor's expense such steps as the Guarantor may reasonably request to implement such subrogation.

6. Stay of Acceleration Ineffective with Respect to Guarantor. In the event that acceleration of the time for payment of any amount payable by the Company under the Agreement is stayed upon the insolvency, bankruptcy or reorganization of the Company, all such amounts otherwise subject to acceleration or required to be paid upon an early termination pursuant to the terms of the Agreement shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Counterparty.

7. Assignment: Successors and Assigns. The Guaranty shall be binding upon and inure to the benefit of the Guarantor and its successors and assigns and the Counterparty and its successors and assigns. Guarantor may not assign its rights and obligations hereunder without the prior written consent of the Counterparty, and any such purported assignment without such written consent will be void.

8. Amendments and Waivers. No provision of this Guaranty may be amended, supplemented or modified, nor any of the terms and conditions hereof waived, except by a written instrument executed by the Guarantor and the Counterparty.

9. Remedies Cumulative. The rights, powers, remedies and privileges provided in this Guaranty are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law and any other agreement.

10. Limitation. Notwithstanding anything in this Guaranty to the contrary, Guarantor's liability under this Guaranty and the Counterparty's right of recovery under the same shall be limited to an aggregate amount of eight hundred thousand dollars (\$800,000). Guarantor's liability hereunder shall be and is specifically limited to payments expressly required to be made under the Agreement (even if such payments are deemed to be damages); and in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, or any other damages, except to the extent specifically provided in the Agreement to be due from Company. In the event AEP engages in litigation to enforce this Guaranty, Guarantor agrees to pay, in addition to any amounts of Debtor which Guarantor has otherwise guaranteed to pay hereunder, any and all costs and expenses incurred by AEP (including reasonable attorney's fees) in enforcing this Guaranty provided AEP is successful in such litigation.

11. Representations and Warranties.

(A) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.

(B) The execution, delivery and performance of the Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene any provision of law or of the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.

(C) All consents, authorizations and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery and performance of this Guaranty have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by and no notice to or filing with, any governmental authority is required in connection with the execution, delivery or performance of this Guaranty.

(D) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

12. Notices. All notices or communications to the other party may be faxed and shall be followed in writing by registered or certified mail or overnight delivery service to:

To Guarantor:

Attn: _____

To Counterparty:

American Electric Power Service Corporation
Attn: Managing Director, Credit Risk Management
155 West Nationwide Blvd, Suite 500
Columbus, OH 43215
Fax: (614) 324-4591

or such other address as each party shall from time to time specify.

13. GOVERNING LAW AND JURISDICTION. THIS GUARANTY WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE.

14. Third Party Beneficiaries. This Guaranty shall not be construed to create any third party beneficiary relationship as to or with any person or entity other than the Counterparty.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the date first above written.

Guarantor

By: _____
 name _____
 title _____

EXHIBIT E-2

FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE: _____

TELEX NO: 3772134 MNB INTL DET
FAX NO: 310-297-2890
SWIFT: MNBUS6S LAX

COMERICA BANK
INTERNATIONAL TRADE SERVICES
2321 ROSECRANS AVE., 5TH FLOOR
EL SEGUNDO, CA 90245

[Insert Beneficiary's Name and Address]

We hereby establish our Irrevocable Standby Letter of Credit Number XXXXXXXX-XX in your favor for the account of _Formosa Utility Venture, Ltd. (Insert Address)_____ (the "Account Party"), for the aggregate amount not exceeding One Million Two Hundred Thousand United States Dollars (US\$1,200,000), available by your draft(s) at sight drawn on Comerica Bank, when accompanied by:

A. "The undersigned hereby certifies that there has been a default under that certain agreement dated [Insert Date] between [Insert Name of Beneficiary] and Formosa Utility Venture, Ltd. and the amount of the accompanying draft is now due and payable under Comerica Bank standard letter of credit number xxxxxxxx-xx."

Or

B. "The undersigned hereby certifies that we have received a written notice of Comerica Bank's election not to extend the Standby Letter of Credit NO. XXXXXXXX-XX and have not received a replacement Letter of Credit or any other financial assurance satisfactory to us."

Partial and multiple drawings maybe made under this Standby Letter of Credit, provided, however, that each such demand that is paid by us shall reduce the amount available under this Standby Letter of Credit.

All signatures must be manually executed in originals.

It is a condition of this Letter of Credit that it will be automatically extended without amendment for one year from the present expiration date, or any future expiration date, unless at least 90 days prior to any expiration date we notify you at the above address by registered mail or hand delivered courier or overnight courier that we elect not to consider this Letter of Credit extended for any such additional period.

All commissions, expenses and charges incurred with this Letter of Credit are for the account of the Account Party.

We hereby engage with you that all documents drawn under and in compliance with the terms of this Letter of Credit shall be duly honored if drawn and presented for payment at our office located at Comerica Bank, International Trade Services, 2321 Rosecrans Ave., 5Th FL., El Segundo, CA 90245, Attn: Standby Letter of Credit Dept., on or before the expiration date of this credit, [Insert Ecpiration Date] of any automatically extended date.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. With respect to Article 14(b) of the UCP, the Issuing Bank shall have a reasonable amount of time, not to exceed three (3) banking days following the date of its receipt of documents from the Beneficiary, to examine the documents and determine whether to take up or refuse the documents and to inform the Beneficiary thereof accordingly.

In the event of an Act of God, riot, civil commotion, insurrection, war or any other cause beyond our control that interrupts our business (collectively, an "Interruption Event") and causes the place for presentation of this Letter of Credit to be closed for business on the last day for presentation, the expiry date of this Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

Wording Approved,
Formosa Utility Venture, Ltd.

BY: _____

ITS: _____

DATE: _____

[BANK SIGNATURE]

ENCLOSURE 2

Cancels Service Agreement No. 271

Notice of Termination