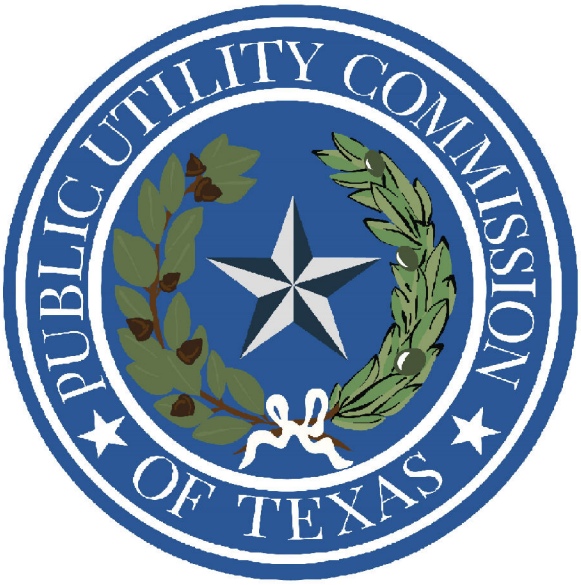

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AMENDMENT NO. 2 TO THE
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
Between *Elara Energy Project, LLC & South Texas Electric Cooperative (STEC)*
For "GINR 21INR0276"---*Elara Energy Project*

This Amendment No. 1 to the ERCOT Standard Generation Interconnection Agreement between Elara Energy Project, LLC & South Texas Electric Cooperative (STEC) for GINR 21INR0276-"Elara Energy Project" (this "Amendment") is made by and between **Elara Energy Project, LLC** ("Generator") and **South Texas Electric Cooperative, Inc.**, ("Cooperative") as of April 22, 2021. Generator and Cooperative are each sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, Generator and Cooperative are parties to the certain Generation Interconnection Agreement dated as of July 12, 2019 (the "Generation Interconnection Agreement");

WHEREAS, the Generator has requested a change to the date in "Exhibit "B" Time Schedule" for the In-Service Date, Scheduled Trial Operation Date, and the Scheduled Commercial Operation Date to June 8, 2021, September 23, 2021, and December 27, 2021; and

WHEREAS, the Generator has requested a change to the Point of Interconnection; and

WHEREAS, the Parties have agreed to the change to the point of interconnection; and

WHEREAS, the Parties have agreed to modify the initial notice to proceed date in "Exhibit "B" Time Schedule";

WHEREAS, the Parties have agreed to amend the "Exhibit "C" Interconnection Details"; and

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

I. ADDITIONS AND AMENDMENTS
Effective as of the date first written above, Exhibit "B", Security Milestone Payment Schedule for Elara Energy Project interconnection at Elara Energy collection point station, and Exhibit "C", Interconnection Details attached hereto is hereby amended in the Generation Interconnection Agreement.

II. RATIFICATION OF OTHER TERMS
All other terms and conditions of the Generation 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.

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.

South Texas Electric Cooperative, Inc.

By:_____
Mike Kezar
General Manager

Date: 22APR21

Elara Energy Project, LLC

By:_____
Clay Butler
President

Date: 4/16/2021

Exhibit "B"
Time Schedule and Security Milestones

Interconnection Option chosen by Generator (check one): _X_ Section 4.1.A. or ____ Section 4.1.B

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one): (1) _____ good faith negotiations, or (2)_____ designated by Generator upon failure to agree.

Date by which Generator must provide notice to proceed with Regulatory, Right-of-way, Property Acquisition, Engineering and Long Lead Procurement, as specified in Section 4.2, related to the Elara Energy Project interconnection to Elara Energy Project's GSU yard described in Exhibit "C" so that TSP may maintain schedule to meet the In-Service Date for Elara Energy Project: September 27, 2019

Date by which Generator must provide notice to proceed with procurement for the Elara Energy Project interconnection at Elara Energy Project's GSU yard, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date for the Elara Energy Project interconnection at Elara Energy Project's GSU yard (defined below): February 1, 2020

Date by which Generator must provide notice to commence construction for the Elara Energy Project interconnection at Elara Energy Project's GSU yard, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date for Elara Energy Project: August 1, 2020.

In-Service Date(s):

In–Service Date for the addition of the 138kV terminal required for the Elara Energy Project interconnection at Elara Energy Project's GSU yard: June 8, 2021[1]

Scheduled Trial Operation Date: September 23, 2021[1]

Scheduled Commercial Operation Date: December 27, 2021[1]
Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times specified in this Exhibit B.

[1] Dates are subject to change by Force Majeure.

Exhibit "C"
Interconnection Details

1) **Name:** Elara Energy Project

2) **Point of Interconnection (POI) Location:** Elara Energy collection point station, specifically where the Generator owned conductors transition to the TSP owned conductors at the point where the conductors cross the property boundary into the TSP station.

3) **Delivery Voltage:** 138 kV

4) **Number and Size of Generating Units:** Nominal approximately 132.4 MW capacity solar generator utilizing a quantity of 41 nominal capacity 3.23 MW inverters model: Power Electronics FS3350 MU HEM

5) **Type of Generating Unit:** 132.4 MW solar

6) **Metering and Telemetry Equipment:** TSP shall install settlement metering, including necessary associated instrument transformers, panels, conduit, wiring, and wiring devices, in compliance with ERCOT Polled Settlement (EPS) metering requirements in protocols and guides at the Point of Interconnection listed above to measure the demand and energy from Generator's facilities entering the ERCOT grid through the Point of Interconnection. TSP shall install the communications devices necessary to remotely access the metering equipment. TSP shall install a single EPS meter point.
   a) TSP will furnish, install and maintain a remote terminal unit ("RTU") and dedicated communications paths to remotely access breaker status if applicable, telemetry, and control interfaces of the TIF. This RTU will have a port available to the Generator, through Generator's communications path(s), for read only purposes.
   b) Generator shall provide device status, telemetry, and device controls (SCADA), through an agreed-upon interface such as an RTU port via communication protocol acceptable to TSP, of the GIF as requested by TSP.
   c) Generator and TSP shall coordinate the responsibilities for installing and maintaining climate-controlled control house space for communications, metering, protective relay devices and battery backup systems.

7) **Generator Interconnection Facilities:** The GIF will generally consist of one or more 138 kV, wye-wound primary generator step-up (GSU) transformers and associated breaker(s), switches, protective relying and other necessary equipment located at Generator's facilities and approximately 80' of conductor to the POI.

8) **Transmission Service Provider Interconnection Facilities:** The TSP interconnection facilities will generally consist of 1) converting approximately 3 miles of the Palo Duro to Pearsall 138kV transmission line from single to double circuit 138 kV transmission line 2) adding a terminal at the Palo Duro Substation and a 138 kV terminal at the station containing the GIF, including but not limited to a dead-end structures, air disconnect switches and bus work, and EPS metering instrument transformers and devices and approximately 80' of conductor to the POI.

9) **Communications Facilities:** TSP shall provide a communications path to the GIF station for the purpose of fulfilling ERCOT operating requirements of transmission service providers, SCADA, and for use by transmission protective relay systems. It is anticipated that TSP will utilize optical ground wire in the construction of the transmission line as part of the communications path.

   Communications channels may include leased circuit(s), microwave radio, fiber optics or other media satisfactory to TSP. If circuits are leased by Generator to provide communications capabilities or data requested by TSP, Generator shall provide TSP and the communication provider with the necessary advanced authorization for communication circuit maintenance, allowing TSP to monitor circuits, report trouble and take corrective action with the circuit owner(s).

10) **System Protection Equipment:** Protection of each Party's system and facilities shall meet the following TSP requirements in addition to ERCOT requirements. If there is a conflict between the TSP requirements below and the ERCOT requirements, the ERCOT requirements shall govern.
   a) TSP assumes no responsibility for the protection of the Plant and GIF for any or all operating conditions. Generator is solely responsible for protecting its equipment in such a manner that faults of other disturbances of the TSP system or other interconnected systems do not cause damage to the Plant and GIF.
   b) It is the sole responsibility of the Generator to protect its Plant and GIF from excessive negative sequence currents, abnormal frequency, abnormal voltage, and any other condition of the transmission network.
   c) TSP reserves the right to lock open the air disconnect switch that isolates the TIF from the GIF for any of the following reasons:
      i) The Plant or GIF, upon TSP's determination, causes objectionable interference with other transmission customer service or with the secure operation of the TSP System;
      ii) The Generator's control and protective equipment causes or contributes to a hazardous condition.
      iii) To perform maintenance and repairs on the TIF. TSP reserves the right to, at the time of its choosing, verify the satisfactory operation of all protective equipment including relays, circuit breakers, and associated communications at the interconnection station. TSP's verification may include operation of breakers. TSP will attempt to notify Generator before any disconnection but notification may not be possible in emergency situations that require immediate actions.
      iv) Automatic reclosing is utilized by TSP on the line breakers located at the Palo Duro Substation or other effective location. If the TSP's breakers open in a manner that

isolates the Generator, Generator shall insure that the Plant and GIF disconnects from the TSP circuit prior to the automatic reclosing of TSP's breakers automatic reclosing the Plant while it is out-of-phase with respect to the transmission grid may cause damage to the Plant. The Generator is solely responsible for the protection of its facilities from automatic reclosing by TSP. No automatic reclosing on the line connecting the Plant to the Elara Energy Project's GSU yard will be implemented until transmission improvements are made that make reclosing applicable.

v) Disturbance Monitoring Equipment (DME) consistent with ERCOT protocols will be an integral part of TSP's protective relay system. The monitoring requirement of TSP does not reduce the Generator's obligation to meet its disturbance monitoring requirements according to ERCOT and NERC.

vi) Documentation and design of protective device settings shall be coordinated between TSP and Generator. TSP plans to implement a line-differential scheme with backup protection using equipment of its choosing.

11) **Inputs to Telemetry Equipment:** Generator shall provide status of devices, alarms, controls, and real time analog signals as requested by TSP.

12) **Supplemental Terms and Conditions:** It is TSP's intent to design and construct the TIF at the Point of Interconnection such that it accommodates additional transmission line terminals to connect future lines to other ERCOT transmission points. Generator shall provide six (6) acres of property adjacent to the point of interconnection of the TIF and GIF to accommodate one or more additional transmission terminals.

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AMENDMENT NO. 1 TO THE
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
Between *Elara Energy Project, LLC & South Texas Electric Cooperative (STEC)*
For "GINR 21INR0276"---*Elara Energy Project*

This Amendment No. 1 to the ERCOT Standard Generation Interconnection Agreement between Elara Energy Project, LLC & South Texas Electric Cooperative (STEC) for GINR 21INR0276- "Elara Energy Project" (this "Amendment") is made by and between **Elara Energy Project, LLC** ("Generator") and **South Texas Electric Cooperative, Inc.**, ("Cooperative") as of AUGUST 10, 2020. Generator and Cooperative are each sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, Generator and Cooperative are parties to the certain Generation Interconnection Agreement dated as of July 12, 2019 (the "Generation Interconnection Agreement");

WHEREAS, the Generator has requested a change to the date in "Exhibit "B" Time Schedule" for initial notice to proceed from September 1st, 2019, to September 27th, 2019, as this notice was provided on September 27th, 2019; and

WHEREAS, the Generator has requested a change to the total megawatt output of the project; and

WHEREAS, the Generator has requested an addition of the quantity and model number of the inverter utilized for the project; and

WHEREAS, the Generator has requested the footnote in "Exhibit "B" Time Schedule" reflect the receipt of the transmission line ROW, 6 acres of property for the substation, all notices and securitization of costs by removing the references; and

WHEREAS, the Parties agree to extend the in-service date to April 30, 2021 due to current construction schedule; and

WHEREAS, the "Cooperative" has requested detail be added for clarification to the point of interconnection; and

WHEREAS, the Parties have agreed to modify the initial notice to proceed date in "Exhibit "B" Time Schedule";

WHEREAS, the Parties have agreed to the change in total megawatt output of the project; and

WHEREAS, the Parties have agreed to the addition of the quantity and model number of the inverter utilized for the project; and

WHEREAS, the Parties have agreed to modify the footnote "Exhibit "B" Time Schedule";

and

WHEREAS, the Parties have agreed to the extension of time; and

WHEREAS, the Parties have agreed to the clarification to the point of interconnection; and

WHEREAS, the Parties have agreed to amend the "Exhibit "B" Time Schedule"; and

WHEREAS, the Parties have agreed to amend the "Exhibit "C" Interconnection Details"; and

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

I. ADDITIONS AND AMENDMENTS

Effective as of the date first written above, Exhibit "B", Security Milestone Payment Schedule for Elara Energy Project interconnection at Elara Energy collection point station, and Exhibit "C", Interconnection Details attached hereto is hereby amended in the Generation Interconnection Agreement.

II. RATIFICATION OF OTHER TERMS

All other terms and conditions of the Generation 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.

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.

South Texas Electric Cooperative, Inc.

By:_____
Mike Kezar
General Manager

Date: 8-31-20

Elara Energy Project, LLC

By:_____
Clay Butler
President

Date: 8/10/20

Exhibit "B"
Time Schedule and Security Milestones

Interconnection Option chosen by Generator (check one): _X_ Section 4.1.A. or ____ Section 4.1.B

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one): (1) _____ good faith negotiations, or (2)_____ designated by Generator upon failure to agree.

Date by which Generator must provide notice to proceed with Regulatory, Right-of-way, Property Acquisition, Engineering and Long Lead Procurement, as specified in Section 4.2, related to the Elara Energy Project interconnection to Elara Energy Project's GSU yard described in Exhibit "C" so that TSP may maintain schedule to meet the In-Service Date for Elara Energy Project: September 27, 2019

Date by which Generator must provide notice to proceed with procurement for the Elara Energy Project interconnection at Elara Energy Project's GSU yard, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date for the Elara Energy Project interconnection at Elara Energy Project's GSU yard (defined below): February 1, 2020

Date by which Generator must provide notice to commence construction for the Elara Energy Project interconnection at Elara Energy Project's GSU yard, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date for Elara Energy Project: August 1, 2020.

In-Service Date(s):

In–Service Date for the addition of the 138kV terminal required for the Elara Energy Project interconnection at Elara Energy Project's GSU yard: April 30, 2021[1]

Scheduled Trial Operation Date: May 11, 2021[1]

Scheduled Commercial Operation Date: September 1, 2021[1]
Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times specified in this Exhibit B.

[1] Dates are subject to change by Force Majeure.

Exhibit "C"
Interconnection Details

1) **Name:** Elara Energy Project

2) **Point of Interconnection Location:** Elara Energy collection point station, specifically where the Generator owned jumpers connect to the TSP transmission line at the TSP dead-end structure.

3) **Delivery Voltage:** 138 kV

4) **Number and Size of Generating Units:** Nominal approximately 132.4 MW capacity solar generator utilizing a quantity of 41 nominal capacity 3.23 MW inverters model: Power Electronics FS3350 MU HEM

5) **Type of Generating Unit:** 132.4 MW solar

6) **Metering and Telemetry Equipment:** TSP shall install settlement metering, including necessary associated instrument transformers, panels, conduit, wiring, and wiring devices, in compliance with ERCOT Polled Settlement (EPS) metering requirements in protocols and guides at the Point of Interconnection listed above to measure the demand and energy from Generator's facilities entering the ERCOT grid through the Point of Interconnection. TSP shall install the communications devices necessary to remotely access the metering equipment. TSP shall install a single EPS meter point.
   a) TSP will furnish, install and maintain a remote terminal unit ("RTU") and dedicated communications paths to remotely access breaker status if applicable, telemetry, and control interfaces of the TIF. This RTU will have a port available to the Generator, through Generator's communications path(s), for read only purposes.
   b) Generator shall provide device status, telemetry, and device controls (SCADA), through an agreed-upon interface such as an RTU port via communication protocol acceptable to TSP, of the GIF as requested by TSP.
   c) Generator and TSP shall coordinate the responsibilities for installing and maintaining climate-controlled control house space for communications, metering, protective relay devices and battery backup systems.

7) **Generator Interconnection Facilities:** The GIF will generally consist of one or more 138 kV, wye-wound primary generator step-up (GSU) transformers and associated breaker(s), switches, protective relying and other necessary equipment located at Generator's facilities.

8) **Transmission Service Provider Interconnection Facilities:** The TSP interconnection facilities will generally consist of 1) converting approximately 3 miles of the Palo Duro to Pearsall 138kV transmission line from single to double circuit 138 kV transmission line 2) adding a terminal at the Palo Duro Substation and a 138 kV terminal at the station containing the GIF, including but not limited to a dead-end structures, air disconnect switches and bus work, and EPS metering instrument transformers and devices.

9) **Communications Facilities:** TSP shall provide a communications path to the GIF station for the purpose of fulfilling ERCOT operating requirements of transmission service providers, SCADA, and for use by transmission protective relay systems. It is anticipated that TSP will utilize optical ground wire in the construction of the transmission line as part of the communications path.

   Communications channels may include leased circuit(s), microwave radio, fiber optics or other media satisfactory to TSP. If circuits are leased by Generator to provide communications capabilities or data requested by TSP, Generator shall provide TSP and the communication provider with the necessary advanced authorization for communication circuit maintenance, allowing TSP to monitor circuits, report trouble and take corrective action with the circuit owner(s).

10) **System Protection Equipment:** Protection of each Party's system and facilities shall meet the following TSP requirements in addition to ERCOT requirements. If there is a conflict between the TSP requirements below and the ERCOT requirements, the ERCOT requirements shall govern.
   a) TSP assumes no responsibility for the protection of the Plant and GIF for any or all operating conditions. Generator is solely responsible for protecting its equipment in such a manner that faults of other disturbances of the TSP system or other interconnected systems do not cause damage to the Plant and GIF.
   b) It is the sole responsibility of the Generator to protect its Plant and GIF from excessive negative sequence currents, abnormal frequency, abnormal voltage, and any other condition of the transmission network.
   c) TSP reserves the right to lock open the air disconnect switch that isolates the TIF from the GIF for any of the following reasons:
      i) The Plant or GIF, upon TSP's determination, causes objectionable interference with other transmission customer service or with the secure operation of the TSP System;
      ii) The Generator's control and protective equipment causes or contributes to a hazardous condition.
      iii) To perform maintenance and repairs on the TIF. TSP reserves the right to, at the time of its choosing, verify the satisfactory operation of all protective equipment including relays, circuit breakers, and associated communications at the interconnection station. TSP's verification may include operation of breakers. TSP will attempt to notify Generator before any disconnection but notification may not be possible in emergency situations that require immediate actions.
      iv) Automatic reclosing is utilized by TSP on the line breakers located at the Palo Duro Substation or other effective location. If the TSP's breakers open in a manner that isolates the Generator, Generator shall insure that the Plant and GIF disconnects from the TSP circuit prior to the automatic reclosing of TSP's breakers automatic reclosing the Plant while it is out-of-phase with respect to the transmission grid may cause damage to the Plant. The Generator is solely responsible for the protection of its facilities from automatic reclosing by TSP. No automatic reclosing on the line connecting the Plant to the Elara Energy Project's GSU yard will be implemented until transmission improvements are made that make reclosing applicable.

v) Disturbance Monitoring Equipment (DME) consistent with ERCOT protocols will be an integral part of TSP's protective relay system. The monitoring requirement of TSP does not reduce the Generator's obligation to meet its disturbance monitoring requirements according to ERCOT and NERC.

vi) Documentation and design of protective device settings shall be coordinated between TSP and Generator. TSP plans to implement a line-differential scheme with backup protection using equipment of its choosing.

11) **Inputs to Telemetry Equipment:** Generator shall provide status of devices, alarms, controls, and real time analog signals as requested by TSP.

12) **Supplemental Terms and Conditions:** It is TSP's intent to design and construct the TIF at the Point of Interconnection such that it accommodates additional transmission line terminals to connect future lines to other ERCOT transmission points. Generator shall provide six (6) acres of property adjacent to the point of interconnection of the TIF and GIF to accommodate one or more additional transmission terminals.

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