## Exhibit "D"

## Notice and EFT Information of the ERCOT Standard Generation **Interconnection Agreement**

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 Transmission Service Provider:

If to Generator:

LCRA Transmission Services Corporation Attn: Transmission Operations Manager

Address: P.O. Box 220

City, State, Zip: Austin, TX 78767

Operational/Confirmation Fax (512) 385-2146

24 Hour Telephone (800) 223-7622

E-mail: bill.hatfield@lcra.org

Rattlesnake Power, LLC Attn: Michael Hutson

Address: 9050 Capital of Texas Hwy North Ste 390

City, State, Zip: Austin, TX 78759

Operational/Confirmation Fax: 512-708-1757

24 Hour Telephone: 512-708-1538 E-mail: michael.hutston@res-americas.com

(b) Notices of an administrative nature:

If to Transmission Service Provider:

If to Generator:

LCRA Transmission Services Corporation

Attn: LCRA Transmission Engineering Manager

Address: P.O. Box 220

City, State, Zip: Austin, TX 78767

Fax: (512) 578-4193 Phone: (512) 578-4534

E-mail: ray.pfefferkorn@lcra.org

Rattlesnake Power, LLC Attn: Michael Hutson

Address: 9050 Capital of Texas Hwy North Ste 390

City, State, Zip: Austin, TX 78759

Fax: 512-708-1757 Phone: 512-708-1538

E-mail: michael.huston@res-americas.com

Notice for statement and billing purposes: (c)

If to Transmission Service Provider:

If to Generator:

Company Name (Same as (b) above)

Attn: Address

City, State, Zip

Phone: E-mail Rattlesnake Power, LLC

Attn: Accounting

Address: 9050 Capital of Texas Hwy North Ste 390

City, State, Zip: Austin, TX 78759

Phone: 512-708-1538

E-mail: michael.hutston@res-americas.com

(d) Information concerning Electronic Funds Transfers:

If to Transmission Service Provider:

If to Generator:

Bank Information: - To be supplied later

City, State ABA No for credit to Account Name: Account No.

Bank Information: - To be supplied later City, State: ABA No.

for credit to Account Name: Account No.

## Exhibit "E" Security Arrangement Details

In accordance with the dates in Exhibit "B" Generator shall cause to be established pursuant to Section 8.3 of Exhibit "A", and shall at all times through the earlier of (i) five (5) Business Days after the date upon which TSP receives written notification from Generator that Commercial Operation has been achieved or (ii) ninety (90) days after the termination of the Agreement in accordance with its terms (the earlier of which shall be the "Final Expiration Date"), cause to be maintained in full force and effect a cash deposit or other security reasonably acceptable to TSP ("Security Instrument") for the benefit of TSP in a commercially acceptable form consistent with this Exhibit "E" and otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld, in the amounts and for the periods set forth below.

In accordance with Section 8.3 of Exhibit "A", any repayment or return of such cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT.

Generator shall provide to TSP a Contribution in Aid of Construction in the amount of \$371,000 to reimburse TSP's costs for temporary facilities to accommodate the initial temporary tap phase of the TIF. TSP shall invoice Generator for the Contribution in Aid of Construction and Generator shall provide payment(s) within 30 days of receipt of such invoice(s). Payments by Generator to TSP under this Agreement shall be made in immediately available funds payable to TSP pursuant to wire transfer instructions to be provided by TSP to Generator, or other form of payment acceptable to TSP.

Failure to deliver the Contribution in Aid of Construction in the time period set forth above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

Business Day means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are permitted or required to be closed.

Generator may replace a cash deposit with a Letter of Credit after review and acceptance of a Letter of Credit from a bank acceptable to TSP. TSP shall return the cash deposit to Generator in exchange for the Letter of Credit once the Letter of Credit is fully acceptable to TSP.

Notwithstanding the Expiration Dates there shall be no obligation by Generator to establish or maintain the Security Instrument after the Final Expiration Date and any Security Instrument outstanding as of the Final Expiration Date shall be immediately surrendered by TSP.

The maximum stated amounts, Effective Dates, and Expiration Dates of the Security Instrument(s) shall be as follows:

| Maximum Stated Amount              | Effective Date    | Expiration Date |
|------------------------------------|-------------------|-----------------|
| Initial Security amount of         | October 15, 2015  | March 1, 2018   |
| \$3,000,000 for Design, and        | • •               | 1, 2010         |
| Material Procurement for the TIF   |                   |                 |
| Additional Security amount of      | November 15, 2015 | March 1, 2018   |
| \$4,335,000 for Design, and        | •                 |                 |
| Material Procurement for the TIF   |                   | 4               |
| Additional Security amount of      | February 1, 2016  | March 1, 2018   |
| \$5,498,000 for Construction of    | , , , , , ,       | 1,2010          |
| the TIF to bring total Security to |                   |                 |
| \$12,833,000                       |                   |                 |

Failure to deliver or maintain the Security Instruments in the amounts and for the periods set forth above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

"Letter of Credit" shall mean an irrevocable, transferable letter of credit, issued by a Generator-selected and TSP-approved (which approval shall not be unreasonably withheld), major U.S. commercial bank or a major foreign commercial bank with a U.S. branch office with a credit rating of at least "A-" by Standard & Poor's or "A3" by Moody's Investor Service ("Bank"). A Bank approved by TSP for the initial Letter of Credit shall be deemed approved for a subsequent Letter of Credit absent any adverse change in credit rating between the initial Effective Date and the Effective Date for such subsequent Letter of Credit. An adverse change in credit rating shall be deemed to have occurred if the issuer of the then current Letter of Credit has a credit rating of less than "A-" by Standard & Poor's or "A3" by Moody's Investor Service. If the issuer of the current Letter of Credit suffers such adverse change in credit rating, it shall no longer be a TSP-approved Bank for purposes of issuing commercially acceptable security for this Agreement until its rating has been increased to at least "A-" by Standard & Poor's or "A3" by Moody's Investor Service.

If at any time during the term of this Agreement, the TSP-approved bank which has issued the then current Letter of Credit(s) suffers a credit rating reduction to less than "A-" by Standard & Poor's or "A3" by Moody's Investor Service, Generator shall replace that Letter of Credit(s) with another Letter of Credit(s) of the same amount and with the same beneficiary from another TSP-approved bank of Generator's choice within fifteen Business Days of the date of such reduction in rating. Failure to deliver a replacement Letter of Credit(s) within fifteen Business Days of the date of a reduction in rating shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.