

Control Number: 35077



Item Number: 622

Addendum StartPage: 0



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**Sharyland Utilities, L.P.**  
600 Congress Avenue, Suite 2000  
Austin, Texas 78701  
(512) 721-2661  
Fax: (512) 322-9233

December 22, 2015

Lisa Clark, Filing Clerk  
Public Utility Commission of Texas  
1701 Congress Avenue  
P.O. Box 13326  
Austin, TX 78711-3326

Re: Project No. 35077 - Amendment No. 2 to the Generation Interconnection Agreement between Sharyland Utilities, L.P. and Mariah del Norte LLC

Dear Ms. Clark:

Please find enclosed Amendment No. 2 to the Generation Interconnection Agreement (Agreement) between Sharyland Utilities, L.P. and Mariah del Norte LLC for filing with the Public Utility Commission of Texas pursuant to P.U.C. SUBST. R. 25.195(e).

Sincerely,

A handwritten signature in black ink, appearing to read "Alicia Rigler", written over a horizontal line.

Alicia Rigler  
*Counsel for Sharyland Utilities, L.P.*

Enclosure

Project No. 35077

Amendment No. 2

to the

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

Between

Sharyland Utilities, L.P.

and

Mariah del Norte LLC

December 14, 2015

AMENDMENT NO. 2 TO THE  
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT  
BETWEEN  
SHARYLAND UTILITIES, L.P.  
AND  
MARIAH DEL NORTE LLC

This Amendment No. 2 to the ERCOT Standard Generation Interconnection Agreement between Sharyland Utilities, L.P. and Mariah del Norte LLC ("Amendment") is made and entered into on this 14<sup>th</sup> day of December, 2015, by and between Sharyland Utilities, L.P. ("Transmission Service Provider"), and Mariah del Norte LLC ("Generator"), hereinafter sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, Transmission Service Provider and Generator are parties to that certain ERCOT Standard Generation Interconnection Agreement, dated as of December 5, 2014, as amended by Amendment No 1 to ERCOT Standard Generation Interconnection Agreement, dated as of July 15, 2015 (as so amended, the "Interconnection Agreement");

WHEREAS, the Interconnection Agreement provides terms and conditions that allow for amendment of the Interconnection Agreement as mutually agreed by the Parties;

WHEREAS, the Generator has requested to change the schedule detail in Exhibit B, the configuration of the project in Exhibit C, the notice addresses in Exhibit D, and the form of Security in Exhibit E; and

WHEREAS, the Parties intend to amend the Interconnection Agreement in accordance with the terms and conditions provided herein.

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

I. CAPITALIZED TERMS

Unless expressly referenced and modified herein, capitalized terms used but not otherwise defined herein shall have the meanings specified in the Interconnection Agreement.

II. AMENDMENT TO THE AGREEMENT

1. The terms of this Amendment shall become effective on the date first written above, subject to Governmental Authority approval, if required.
2. Exhibit "B" (Time Schedule) to the Interconnection Agreement is hereby replaced in its entirety with Exhibit "B" attached hereto.
3. Exhibit "C" (Interconnection Details) to the Interconnection Agreement is hereby replaced in its entirety with Exhibit "C" attached hereto.

4. Exhibit "D" (Notice and EFT Information of the ERCOT Standard Generation Interconnection Detail) to the Interconnection Agreement is hereby replaced in its entirety with Exhibit "D" attached hereto.
5. Exhibit "E" (Security Arrangement Details) to the Interconnection Agreement is hereby replaced in its entirety with Exhibit "E" attached hereto.
6. The following paragraphs are inserted to replace the second paragraph of the Interconnection Agreement:

On June 14, 2010, the Transmission Service Provider acknowledged receipt of GIR 13INR0010 for 1200 MW of injection capacity to be allocated to Scandia Wind, LLC d/b/a/ Scandia Wind Southwest, LLC ("Scandia") at the Windmill substation near Hereford, Texas.

On September 27, 2012, Scandia assigned to Mariah North West LLC ("Mariah North West") 600 MW of the 1200 MW of transmission capacity associated with GIR 13INR0010 pursuant to a Transaction Agreement among Havgul Clean Energy AS, Scandia, Alpha Wind America, A/S, XIT Partnership, and Mariah North West.

On January 13, 2013, Mariah North West and the Transmission Service Provider executed Project No. 35077 ERCOT Standard Generation Interconnection Agreement related to 13INR0010ABC (the "MNW SGIA") covering 600 MW of transmission capacity at the Windmill Substation.

On December 5, 2014, the Transmission Service Provider and Mariah North West executed Amendment No. 1 to the MNW SGIA reducing the capacity covered to 232 MW, and at the same time, the Transmission Service Provider executed ERCOT Standard Generation Interconnection Agreement related to 13INR0010BC (the "MDN SGIA") with Mariah del Norte LLC (Mariah del Norte) covering 232 MW of transmission capacity at the Windmill substation, and the ERCOT Standard Generation Interconnection Agreement related to 13INR0010C (the "MDS SGIA") covering 136 MW of transmission capacity at the Windmill substation with Mariah North West.

On December 10, 2014, Mariah del Norte acquired from Scatec Energy, LLC ("Scatec") and Mariah North West all of the assets constituting the Mariah North (Phase 2) wind energy generation project associated with the MDN SGIA pursuant to an Asset Purchase Agreement, dated December 4, 2014.

On January 15, 2015, Mariah del Sur LLC acquired from Scatec and Mariah South, LLC, all of the assets constituting the Mariah South (Phase 3) wind energy generation project associated with the MDS SGIA pursuant to an Asset Purchase Agreement, dated

December 31, 2014, including the assignment of the MDS SGIA by Mariah North West to Mariah del Sur LLC.

On May 29, 2015, Mariah del Norte acquired from Scatec and Mariah North West all of the assets constituting the Mariah East (Phase 1) wind energy generation project associated with the MNW SGIA pursuant to an Asset Purchase Agreement, dated May 14, 2014, including the assignment of the MDN SGIA by Mariah North West to Mariah del Norte LLC, as amended by Amendment No. 1 to the MDW SGIA.

On July 15, 2015, the MDN SGIA was amended by Amendment No. 1 (the "Amended MDN SGIA").

On August 7, 2015, the Transmission Service Provider granted its consent to the assignment by Mariah del Norte of the MNW SGIA to Mariah del Este LLC, including its consent to the assignment by Mariah de Norte to Mariah del Este LLC of the MNW SGIA, and such assignment was consummated on the 17<sup>th</sup> day of August, 2015.

Mariah del Norte, Mariah del Sur, and Mariah del Este have requested that the Transmission Service Provider approve a new schedule for posting security and issuing notices to proceed with the common interconnection to be provided for the MNW SGIA, the MDN SGIA, and the MDS SGIA, and for the reallocation of capacity among the three wind energy generation projects.

In consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

Transmission Service Provider represents that it is a public utility that owns and operates facilities for the transmission and distribution of electricity. Generator represents that it will own and operate the Plant. Pursuant to the terms and conditions of this Agreement, Transmission Service Provider shall interconnect Generator's Plant with Transmission Service Provider's System consistent with the Facilities Study Agreement executed between Transmission Service Provider and Scandia on June 14, 2010.

### III. RATIFICATION OF OTHER TERMS


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

### IV. MULTIPLE COUNTERPARTS

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

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Amendment.

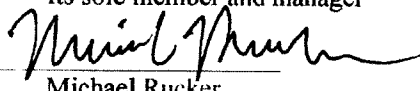
**Sharyland Utilities, L.P.**

KRF By:   
Mark E. Caskey, P.E.  
President

Date: 12/17/2015

**Mariah del Norte LLC**

By Mariah Acquisition LLC  
Its sole member and manager

By:   
Michael Rucker  
Manager

Date: December 14, 2015

**Exhibit "B"**  
**Time Schedule**

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.

For purposes of TIF securitization only, the aggregate estimated cost for all Co-Tenant SGIA's is \$4,500,000, which shall be posted with the TSP in accordance with the following installment schedule:

**Security Installment #1: Engineering**

Mariah del Este LLC, a Delaware limited liability company ("MDE") has, under ERCOT Standard Generation Interconnection Agreement for 13INR0010ABC—Mariah Phase 1 ("Mariah East SGIA"), dated January 31, 2013, as amended by that certain Amendment No. 1 thereto, between Sharyland and Mariah North West LLC ("MNW"), dated December 5, 2014; and assigned to Mariah del Norte LLC ("MDN") as contemplated by that certain Consent to Assignment and Assumption of Interconnection Agreement between Sharyland, MNW, and MDN, dated May 7, 2015; and further assigned to MDE as contemplated by that other certain Consent to Assignment and Assumption of Interconnection Agreement between Sharyland, MDN, and MDE, dated August 7, 2015, previously provided engineering and design security, equal to **two hundred seventeen thousand dollars (\$217,000)**, which was equal to 10% of the TIF estimated cost at the time of execution of the MNW SGIA.

**Security Installment #2: Phase I Sourcing**

MDE and Generator have each provided a written Notice to Proceed ("NTP") to the TSP for the initial equipment sourcing and procurement. Concurrent with the issuance of the NTP, MDE provided additional security, sufficient to cause the aggregate security to be equal to **one million six hundred sixty seven thousand dollars (\$1,667,000)** to be equal to 37% of the TIF estimated cost, as specified in Section 4.2. So that TSP may maintain schedule to meet the In-Service Date, the Phase I Sourcing Security and notice to proceed were provided to TSP no later than November 5, 2015.

**Security Installment #3: Phase II Sourcing**

MDE and Generator have each provided a written Notice to Proceed ("NTP") to the TSP for the initial equipment sourcing and procurement. Concurrent with the issuance of the NTP, MDE provided additional security, sufficient to cause the aggregate security (taking into account the previous deposits described in the preceding paragraphs) to be equal to **two million four hundred seventeen thousand dollars (\$2,417,000)** to be equal to 53.7% of the TIF estimated cost, as specified in Section 4.2. So that TSP may maintain schedule to meet the In-Service Date, the Phase II Sourcing security and notice to proceed were provided to TSP no later than November 5, 2015.

**Security Installment #4: Construction Release**

Generator (or Generator together with the other Co-Tenant Generators in the aggregate) must provide a written NTP to the TSP authorizing TSP to commence construction. Concurrent with issuance of the this NTP, Generator (or Generator together with the



other Co-Tenant Generators in the aggregate) must provide security, sufficient to cause the aggregate security (taking into account the previous deposits described in the preceding paragraphs) to be equal to **four million five hundred thousand dollars (\$4,500,000)** to be equal to 100% of the TIF estimated cost, as specified in Section 4.3. So that TSP may maintain schedule to meet the In-Service Date, the Construction Release security and notice to proceed must be received by TSP on or before January 4, 2016.

Generator and Co-Tenant Generators acknowledge that any delay in either (a) posting of additional security installments in accordance with the preceding paragraphs or (b) the issuance of any installment's NTP concurrent with the security posting, by either the Generator or Co-Tenant Generator shall extend the scheduled In Service Date of the TIF on a day for day basis.

For purposes of TIF securitization only, security posted by any other Co-Tenant Generator under that Co-Tenant Generator's Co-Tenant SGIA will be considered to be posted for the benefit of Generator under this Agreement, and security posted by Generator under this Agreement will be considered to have been posted under each other Co-Tenant SGIA. TSP shall have no obligation under any agreement among the Co-Tenant Generators related to posting or return of security under Co-Tenant SGIA. TSP's obligation to return any security posted shall be limited to the return of any security that is required to be returned under the terms of a Co-Tenant SGIA to the Co-Tenant that posted that security.

In - Service Date(s): September 15 , 2016

Generator has requested that this Agreement be executed by the Parties prior to the completion of the Full Interconnection Studies ("FIS") for the Plant. The completion of such FIS may reveal that additional TIF and/or GIF will be required to be installed in conjunction with the interconnection of the Plant. If such FIS reasonably determines that any additional TIF and/or GIF is required for the interconnection of the Plant, the Parties agree that this Agreement will be amended to include (i) such additional facilities, and (ii) additional security requirements to secure the reasonable cost of the TSP to construct such additional TIF, if applicable. Generator will provide any additional security in accordance with this Agreement to reflect the cost of any such additional TSP facilities within thirty (30) days following the execution by the Parties of such amendment, unless the additional required security exceeds \$500,000, in which event Generator shall have 45 days following the execution by the Parties of such amendment to provide the required security.

[Notes: (1) In the event that it is not necessary for all facilities associated with the TIF to be completed on the same date, this entry may consist of multiple dates to reflect the staged completion of the TIF to meet those needs. (2) In-Service Date(s) can be expressed as either a specific date or expressed as a defined number of months after all conditions under Sections 4.2 and 4.3 have been satisfied.]

Scheduled Trial Operation Date: September 15, 2016

Scheduled Commercial Operation Date: October 31, 2016

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the date and time of this Exhibit B.

**Exhibit "C"**  
**Interconnection Details**

- 1) Name: Mariah del Norte
- 2) Point of Interconnection Location: The point of interconnection is located in Deaf Smith County, Texas, in Sharyland's Hereford Substation. More specifically, the POI shall be defined as the point at which the Generators phase conductors, associated insulators, and static wires contact the TSP's corresponding dead-end, interconnecting bay "TL J" in the Hereford Substation.
- 3) Delivery Voltage: 345kV
- 4) Number and Size of Generating Units:
  - The 230.4 MW project is represented as 96 GE 2.4 MW Wind Turbine Generators

- 5) Type of Generating Unit

GE 2.4 MW Wind Turbine Generators

- 6) Metering and Telemetry Equipment:
  - A) TSP shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, & operate, inspect, test, calibrate, and maintain 345kV metering accuracy potential and current transformers and associated metering and telemetry equipment (including remote terminal units "RTU") located in the TIF
  - B) Generators interconnection with TSP facilities shall not interfere with TSP's metering and telemetry operations
  - C) Metering to include 345kV rated combination metering units, with dual secondary windings for relaying and revenue metering
  - D) Facilities shall meet the following TSP requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and ERCOT Requirements, the ERCOT Requirements shall prevail
  - E) All other metering & telemetry requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator
- 7) Generator Interconnection Facilities:

GIF include the generation interconnection tie and other facilities, except for those facilities identified as being owned by TSP in Section 6 above and Section 8 below
- 8) Transmission Service Provider Interconnection Facilities:

The TSP Interconnection Facilities shall, at a minimum, include the following facilities:

- 1) Substation
  - (i) 345kV 3000A, 63kA Circuit Breaker
  - (ii) Motor Operated Air Break Switch
  - (iii) 345kV Metering Units, with individual CCVTs and Current transformers
  - (iv) 345kV, 212kV MCOV Surge Arresters
  - (v) Station Post Insulators
  - (vi) Galvanized Steel Structures, Equipment Foundations, and Associated

- Bus-Work, Conductor, Connectors, Grounding, etc.
  - 2) Relaying
    - (i) Circuit Breaker Control Panel
    - (ii) Motor Operated Disconnect Switch Control Panel
    - (iii) Circuit Breaker Failure Protection Panel
    - (iv) Line Current Differential & Distance Protection Panel
  - 3) All other TSP Interconnecting Facility requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator
- 9) Communications Facilities:
- A) The communications facilities described below will be paid for, owned, and installed by Generator.
    - 1) one (1) dedicated voice dispatch circuit between TSP's Amarillo, TX dispatch office and Generator's control center, including associated interface equipment at Generator's control center
    - 2) one (1) RTU communications circuit between the Substation and TSP's master SCADA system at TSP's Amarillo, TX dispatch office
    - 3) one (1) telephone company interface box (demarcation equipment) at the Substation for demarcation of telephone company circuits
    - 4) high voltage isolation equipment for all telephone company circuits at the Substation
  - B) The communications facilities described below will be paid for, owned, and installed by TSP
    - 1) one (1) dial-up circuit including associated interface equipment at the location of the EPS meter facilities
    - 2) All communication facilities shall meet the TSP's requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and ERCOT Requirements, the ERCOT Requirements shall prevail
  - C) All other TSP Communications Facility requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator
- 10) System Protection Equipment:
- A) Protection of each Party's system shall meet the TSP's requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements and ERCOT Requirements, the ERCOT Requirements shall prevail
  - B) All other TSP System Protection Equipment requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator
- 11) Inputs to Telemetry Equipment:
- A) A generation-specific RTU is required at the Plant or GIF for TSP's generation-specific SCADA. A specific RTU points list will be developed by TSP as a part of each generation project based upon the project's electrical configuration. For such purpose, Generator shall be responsible for providing TSP with metering and relaying one-line diagrams of the generation and Substation facilities. Generator shall provide TSP with a station communications drawing which is to include RTU point sources (IEDs and contacts supplying required data), interface devices, and connections to the RTU
  - B) All other Inputs to Telemetry Equipment requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator

12) Supplemental Terms and Conditions, if any, attached:

All other Supplemental Terms and Conditions shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator

13) Special Operating Conditions, if any, attached:

To be defined and coordinated with the Generator at a later date

14) The difference between the estimated cost of the TIF under 4.1.A (\$ \_\_\_\_\_) and the estimated cost of the TIF under 4.1.B (\$ \_\_\_\_\_) is: \_\_\_\_\_, if applicable.

DATE: December 14, 2015

**Exhibit "D"**

**Notice and EFT Information of the ERCOT Standard Generation 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  Company Name <u>Mariah del Norte LLC</u> Attn: <u>Michael Rucker</u> Address <u>2690 Center Green Ct., Ste 202</u> City, State, Zip <u>Boulder, CO 80301</u> Phone: <u>(303) 562-5263</u> Fax: <u>none</u> E-mail: <u>mrucker@brightmanenergy.com</u>	If to  Company Name: <u>Sharyland Utilities, L.P.</u> Attn: <u>Manager of Transmission Operations</u> Address: <u>4909 Canyon Dr.</u> City, State, Zip: <u>Amarillo, TX 79110</u> 24 Hour Telephone <u>(866) 354-3335</u> Operational/Confirmation Fax <u>(806) 467-8401</u> E-mail <u>ktammar@sharyland.com</u>
(b) Notices of an administrative nature:	
If to  Company Name <u>Mariah del Norte LLC</u> Attn: <u>Monty Humble</u> Address <u>100 Congress Avenue, Suite 2000</u> City, State, Zip <u>Austin, Texas 78701</u> Phone: <u>(469) 855-7746</u> Fax: <u>none</u> E-mail: <u>mhumble@brightmanenergy.com</u>	If to  Company Name <u>Sharyland Utilities, L.P.</u> Attn: <u>President</u> Address <u>1807 Ross Ave., Suite 460</u> City, State, Zip <u>Dallas, TX 75201</u> Phone: <u>(214) 978-8958</u> Fax: <u>(214) 978-8810</u> E-mail: <u>mcaskey@sharyland.com</u>
(c) Notice for statement and billing purposes:	
Company Name <u>Mariah del Norte LLC</u> Attn: <u>Michael Rucker</u> Address <u>2690 Center Green Ct., Ste 202</u> City, State, Zip <u>Boulder, CO 80301</u> Phone: <u>(303) 562-5263</u> Fax: <u>none</u> E-mail: <u>mrucker@brightmanenergy.com</u>	If to  Company Name: <u>Sharyland Utilities, L.P.</u> Attn: <u>Accounts Payable</u> Address: <u>1031 Andrews HWY, Suite 400</u> City, State, Zip: <u>Midland, TX 79701</u> Phone <u>(800) 442-8688</u> E-mail <u>jchilders@sharyland.com</u>
(d) Information concerning electronic funds transfers:	
If to  Bank Name _____ City, State _____ ABA No. _____ for credit to: _____  Account No. _____	If to  Bank Name _____ City, State _____ ABA No. _____ for credit to: _____  Account No. _____

**Exhibit "E"**

**Security Arrangement Details**

**FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

The form of irrevocable letter of credit shall be either in the form set forth in A or B below:

A First optional form of irrevocable letter of credit:

OCT 27, 2015

OUR L/C NO.: CTCS-927201

TO: APPLICANT:

SHARYLAND UTILITIES, L.P. TRAILSTONE NA HOLDINGS, LLC  
1807 ROSS AVE., SUITE 460 2901 VIA FORTUNA DRIVE, SUITE 125  
DALLAS, TEXAS 75201 AUSTIN, TEXAS 78746

WE ENCLOSE HERewith (AS A PERMANENT PART OF THIS LETTER OF CREDIT) AN  
IRREVOCABLE STANDBY LETTER OF CREDIT OPENED IN YOUR FAVOR SUBJECT  
TO ISP98

TRANSACTION REFERENCE NUMBER: CTCS-927201

DATE AND PLACE OF EXPIRY: OCTOBER 31, 2016

AT OUR COUNTER DOCUMENTARY CREDIT AMOUNT: USD2,200,000.00

AUTO EXTENSION: NO

THIS LETTER OF CREDIT SHALL BE GOVERNED BY, AND CONSTRUED IN  
ACCORDANCE WITH THE PROVISIONS OF ARTICLE 5 OF THE UNIFORM  
COMMERCIAL CODE OF THE STATE OF TEXAS, AND, EXCEPT AS OTHERWISE  
EXPRESSLY STATED HEREIN, TO THE INTERNATIONAL STANDBY PRACTICES, ICC  
PUBLICATION NO. 590 (THE "ISP98"), AND IN THE EVENT OF ANY CONFLICT, THE  
PROVISIONS OF ARTICLE 5 OF THE  
UNIFORM COMMERCIAL CODE OF THE STATE OF TEXAS WILL CONTROL,  
WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS

PLEASE REVIEW THE DETAILS OF THIS ENCLOSURE AND THE ATTACHED LETTER  
OF CREDIT IMMEDIATELY AND CONTACT OUR CLIENT SERVICE GROUP AT THE  
TELEPHONE NUMBER OR E-MAIL ADDRESS PROVIDED WITHIN THE LETTER OF  
CREDIT IF YOU HAVE ANY QUESTIONS.

AUTHORIZED SIGNATURE

BENEFICIARY:  
SHARYLAND UTILITIES, L.P. ("SHARYLAND")  
1807 ROSS AVE., SUITE 460  
DALLAS, TEXAS 75201

EXPIRATION DATE: OCTOBER 31, 2016  
AMOUNT: US\$2,200,000.00

WE HEREBY ISSUE THIS LETTER OF CREDIT FOR THE ACCOUNT OF TRAILSTONE MANAGEMENT CORP., 2901 VIA FORTUNA DRIVE, SUITE 125, TERRACE 6, AUSTIN, TX 78746 ON BEHALF OF TRAILSTONE NA HOLDINGS, LLC.

SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, JPMORGAN CHASE BANK, N.A. ("ISSUING BANK") HEREBY ESTABLISHES THIS IRREVOCABLE STANDBY LETTER OF CREDIT ("LETTER OF CREDIT") IN THE FAVOR OF SHARYLAND UTILITIES, L.P. ("SHARYLAND"), 1807 ROSS AVE., SUITE 460, DALLAS, TEXAS 75201. THIS LETTER OF CREDIT IS FOR THE ACCOUNT OF TRAILSTONE NA HOLDINGS, LLC, 2901 VIA FORTUNA DRIVE, SUITE 125, AUSTIN, TX 78746 (THE "ACCOUNT PARTY"), IN AN AMOUNT NOT EXCEEDING TWO MILLION TWO HUNDRED THOUSAND UNITED STATES DOLLARS (USD2,200,000.00).

WE ARE INFORMED THIS LETTER OF CREDIT IS BEING ISSUED TO MEET THE OBLIGATIONS OF THE ACCOUNT PARTY PURSUANT TO A LETTER AGREEMENT DATED OCTOBER 23, 2015 BETWEEN MARIAH NORTH WEST, LLC'S ("MARIAH") AND SHARYLAND. THE LETTER OF CREDIT SET FORTH OBLIGATION UNDER THE ERCOT STANDARD GENERATION INTERCONNECT AGREEMENT BETWEEN SHARYLAND AND MARIAH NORTH WEST, LLC ("MARIAH") EFFECTIVE JANUARY 30, 2013 AND AMENDED EFFECTIVE DECEMBER 5, 2014 (THE "INTERCONNECT AGREEMENT").

THESE FUNDS ARE AVAILABLE TO SHARYLAND FOR PAYMENT UPON PRESENTATION TO THE ISSUING BANK AT ITS OFFICES, AT 131 SOUTH DEARBORN, 5TH FLOOR, MAIL CODE IL1-0236, CHICAGO, IL 60603-5506, ATTN: STANDBY LETTER OF CREDIT UNIT, OF (1) AN ORIGINAL OR PHOTOCOPY OF THIS LETTER OF CREDIT AND ANY EFFECTIVE AMENDMENTS TO THIS LETTER OF CREDIT, AND (2) SHARYLAND'S DEMAND FOR PAYMENT, MARKED "DRAWN UNDER JPMORGAN CHASE BANK, N.A. IRREVOCABLE STANDBY LETTER OF CREDIT NO. CTCS-927201," INDICATING THE AMOUNT OF SUCH DEMAND (WHICH AMOUNT, TOGETHER WITH THE AMOUNTS OF ALL PREVIOUS DRAWS PRESENTED HEREUNDER, SHALL NOT EXCEED THE FACE AMOUNT OF THIS LETTER OF CREDIT) AND ACCOMPANIED BY A STATEMENT SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF SHARYLAND AS SET FORTH BELOW:

"TRAILSTONE NA HOLDINGS, LLC (THE "ACCOUNT PARTY") HAS \_\_\_\_ (INSERT DEFAULTED, FAILED TO PAY, ETC.) UNDER THE ERCOT STANDARD GENERATION INTERCONNECT AGREEMENT BETWEEN MARIAH NORTH WEST, LLC ("MARIAH") AND SHARYLAND UTILITIES, L.P. (THE "BENEFICIARY") EFFECTIVE JANUARY 30, 2013 AS AMENDED EFFECTIVE DECEMBER 5, 2014 SUPPORTING MARIAH'S OBLIGATIONS \_\_\_\_ (INSERT SERVICES OR GOODS/REASON FOR DEFAULT), SHARYLAND UTILITIES, L.P. HEREBY DEMANDS PAYMENT UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NO. CTCS-927201 OF USD \_."

DOCUMENTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED UPON PRESENTATION AS SPECIFIED. PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED HEREUNDER. THE AMOUNTS THAT MAY BE DRAWN UNDER THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY REDUCED BY THE AMOUNT OF ANY PAYMENTS MADE THROUGH THE ISSUING BANK REFERENCING THIS LETTER OF CREDIT NO. CTCS-927201.

THIS LETTER OF CREDIT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 5 OF THE UNIFORM COMMERCIAL CODE OF THE STATE OF TEXAS, AND, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, TO THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (THE "ISP98"), AND IN THE EVENT OF ANY CONFLICT, THE PROVISIONS OF ARTICLE 5 OF THE UNIFORM COMMERCIAL CODE OF THE STATE OF TEXAS WILL CONTROL, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF THE ISSUING BANK'S UNDERTAKING, AND THIS UNDERTAKING SHALL NOT IN ANY WAY BE AMPLIFIED OR EXTENDED BY REFERENCE TO ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT.

ALL COMMISSIONS, EXPENSES AND CHARGES INCURRED WITH THIS LETTER OF CREDIT ARE FOR THE ACCOUNT OF THE ACCOUNT PARTY.

THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF SHARYLAND, AND THE ISSUING BANK.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE ATTENTION OF THE STANDBY LETTER OF CREDIT UNIT, 131 SOUTH DEARBORN, 5TH FLOOR, MAIL CODE IL1-0236, CHICAGO, IL 60603-5506, INCLUDING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT THE STANDBY CLIENT SERVICE UNIT AT 1-800-634-1969, OR 1-813-432-1210, AND HAVE THIS LETTER OF CREDIT NUMBER AVAILABLE.

AUTHORIZED SIGNATURE



AMENDMENT NO.: 1

TO: APPLICANT:  
SHARYLAND UTILITIES, L.P. TRAILSTONE NA HOLDINGS, LLC  
1807 ROSS AVE., SUITE 460 2901 VIA FORTUNA DRIVE, SUITE 125  
DALLAS, TEXAS 75201 AUSTIN, TEXAS 78746

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED, THE ABOVE REFERENCED STANDBY LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

RECEIVER'S REFERENCE: NONREF

WE HEREBY DELETE THE FOLLOWING:

"WE ARE INFORMED THIS LETTER OF CREDIT IS BEING ISSUED TO MEET THE OBLIGATIONS OF THE ACCOUNT PARTY PURSUANT TO A LETTER AGREEMENT DATED OCTOBER 23, 2015 BETWEEN MARIAH NORTH WEST, LLC'S ("MARIAH") AND SHARYLAND. THE LETTER OF CREDIT SET FORTH OBLIGATION UNDER THE ERCOT STANDARD GENERATION INTERCONNECT AGREEMENT BETWEEN SHARYLAND AND MARIAH NORTH WEST, LLC ("MARIAH") EFFECTIVE JANUARY 30, 2013 AND AMENDED EFFECTIVE DECEMBER 5, 2014 (THE "INTERCONNECT AGREEMENT")."

AND AMEND THE PARAGRAPH TO READ AS FOLLOWS:

"WE ARE INFORMED THIS LETTER OF CREDIT IS BEING ISSUED BY THE ACCOUNT PARTY ON BEHALF OF MARIAH DEL ESTE LLC ("MARIAH") TO MEET THE OBLIGATIONS TO SHARYLAND PURSUANT TO THE ERCOT STANDARD GENERATION INTERCONNECT AGREEMENT BETWEEN SHARYLAND AND MARIAH (AS ASSIGNEE OF THE OBLIGATIONS OF MARIAH WEST, LLC) EFFECTIVE JANUARY 30, 2013 AND AMENDED EFFECTIVE DECEMBER 5, 2014 (THE "INTERCONNECT AGREEMENT")."

WE HEREBY DELETE THE FOLLOWING:

"TRAILSTONE NA HOLDINGS, LLC (THE "ACCOUNT PARTY") HAS \_\_\_\_ (INSERT DEFAULTED, FAILED TO PAY, ETC.) UNDER THE ERCOT STANDARD GENERATION INTERCONNECT AGREEMENT BETWEEN MARIAH NORTH WEST, LLC ("MARIAH") AND SHARYLAND UTILITIES, L.P. (THE "BENEFICIARY") EFFECTIVE JANUARY 30, 2013 AS AMENDED EFFECTIVE DECEMBER 5, 2014 SUPPORTING MARIAH'S OBLIGATIONS \_\_\_\_ (INSERT SERVICES OR GOODS/REASON FOR DEFAULT), SHARYLAND UTILITIES, L.P. HEREBY DEMANDS PAYMENT UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NO. CTCS-927201 OF USD \_."

AND AMEND THE PARAGRAPH TO READ AS FOLLOWS:

"MARIAH DEL ESTE LLC HAS \_\_\_\_ (INSERT DEFAULTED, FAILED TO PAY, ETC.) UNDER THE ERCOT STANDARD GENERATION INTERCONNECT AGREEMENT BETWEEN MARIAH DEL ESTE LLC (AS ASSIGNEE OF THE OBLIGATIONS OF MARIAH WEST, LLC) AND SHARYLAND UTILITIES, L.P. (THE "BENEFICIARY") EFFECTIVE JANUARY 30, 2013 AS AMENDED EFFECTIVE DECEMBER 5, 2014 AND SHARYLAND UTILITIES, L.P. HEREBY DEMANDS PAYMENT UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NO. CTCS-927201 OF USD \_\_\_\_ FOR THE ACCOUNT OF TRAILSTONE NA HOLDINGS, \_\_\_\_ (THE "ACCOUNT PARTY")."

ALL AMENDMENTS UNDER THIS LETTER OF CREDIT ARE SUBJECT TO THE BENEFICIARY'S AGREEMENT. THIS AMENDMENT SHALL NOT BE CONSIDERED OPERATIVE UNLESS THE BENEFICIARY COMMUNICATES THEIR AGREEMENT TO THE AMENDED TERMS. PLEASE INDICATE YOUR ACCEPTANCE/REJECTION BY SIGNING AND RETURNING A COPY OF THIS AMENDMENT VIA FAX TO (312)-233-2265 TO THE ATTENTION OF STANDBY LETTER OF CREDIT UNIT, 131 SOUTH DEARBORN, 5TH FLOOR, MAIL CODE IL1-0236, CHICAGO, IL 60603-5506

WE ACCEPT THIS AMENDMENT      WE REJECT THIS AMENDMENT

SHARYLAND UTILITIES, L.P.      SHARYLAND UTILITIES, L.P.

SIGNATURE      SIGNATURE

PRINTED NAME & TITLE      PRINTED NAME & TITLE  
DATE & TEL. NO.      DATE & TEL. NO.

ALL OTHER TERMS AND CONDITIONS OF THE CREDIT REMAIN UNCHANGED.

NOTE: KINDLY SIGNIFY YOUR CONSENT TO THIS AMENDMENT BY SIGNING AND RETURNING THE ENCLOSED COPY DIRECTLY TO US OR THE ADVISING BANK (IF ONE IS PRESENT) FOR TRANSMISSION TO US. YOUR IMMEDIATE ATTENTION TO THIS MATTER WILL BE APPRECIATED IN ORDER THAT WE MAY COMPLETE OUR RECORDS.

AUTHORIZED SIGNATURE

A. Second optional form of irrevocable letter of credit:

DATE OF ISSUANCE: \_\_\_\_\_

Re: Credit No. \_\_\_\_\_

Expiration Date: \_\_\_\_\_ [no less than 364 days from date of issuance]

Amount: \$ \_\_\_\_\_ USD

Subject to the terms and conditions set forth herein, [Name of Issuing Bank] ("**Issuing Bank**") hereby establishes this Irrevocable Standby Letter of Credit ("**Letter of Credit**") in the favor of Sharyland Utilities, L.P. ("**Sharyland**"), 1807 Ross Ave., Suite 460; Dallas, Texas 75201, for the account of \_\_\_\_\_ (the "**Account Party**"), in an amount not exceeding \_\_\_\_\_ United States Dollars (\$ \_\_\_\_\_ USD).

This Letter of Credit is being issued in respect of the obligations of the Account Party pursuant to the ERCOT Standard Generation Interconnect Agreement between Sharyland and the Account Party effective \_\_\_\_\_ (the "**Interconnect Agreement**").

These funds are available to Sharyland for payment upon presentation to the Issuing Bank at its offices, at \_\_\_\_\_, of (1) an original or photocopy of this Letter of Credit and any effective amendments to this Letter of Credit, and (2) Sharyland's demand for payment, marked "Drawn under [Issuing Bank] Irrevocable Standby Letter of Credit No. \_\_\_\_\_," indicating the amount of such demand (which amount, together with the amounts of all previous draws presented hereunder, shall not exceed the face amount of this Letter of Credit) and accompanied by a statement signed by an officer or other authorized representative of Sharyland as set forth below:

"Pursuant to the Interconnect Agreement, Sharyland is entitled to demand payment under this Letter of Credit. The undersigned does hereby demand payment under this Letter of Credit No. \_\_\_\_\_ of \$ \_\_\_\_\_ USD."

Documents drawn under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation as specified. Partial and multiple drawings are permitted hereunder. The amounts that may be drawn under this Letter of Credit shall be automatically reduced by the amount of any payments made through the Issuing Bank referencing this Letter of Credit No. \_\_\_\_\_.

This Letter of Credit shall be governed by the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590, or revision currently in effect (the "**ISP**"), except to the extent that the terms hereof are inconsistent with the provisions of the ISP. As to matters not governed by the ISP, this Letter of Credit shall be governed by the laws of the State of Texas, including the Uniform Commercial Code, without regard to principles of conflicts of laws that would render such choice of law ineffective.

This Letter of Credit sets forth in full the terms of the Issuing Bank's undertaking, and this undertaking shall not in any way be amplified or extended by reference to any other document, instrument or agreement.

It is a condition of this Letter of Credit that it will be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least ninety (90) days prior to any expiration date the Issuing Bank notifies Sharyland at the above address by registered mail or hand delivered courier that it elects not to consider this Letter of Credit renewed for any such period.

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

This Letter of Credit may not be amended, changed or modified without the express written consent of Sharyland, the Issuing Bank, and the Account Party.

[BANK SIGNATURE]

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