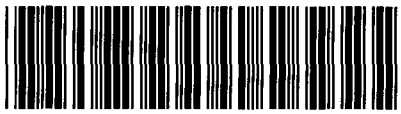

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LCRA
ENERGY • WATER • COMMUNITY SERVICES

LCRA TRANSMISSION SERVICES CORPORATION

August 23, 2016

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

RE: Project No. 35077 – LCRA Transmission Services Corporation's Transmission contract Filing Pursuant to Subst. Rule 25.195(e)

Find attached an Amended and Restated Interconnection Agreement between LCRA Transmission Services Corporation, OCI Alamo 6 LLC and OCI Solar TRE LLC for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(e). Because the filed agreement contains slight deviations from the Commission-approved standard generation interconnection agreement (SGIA), LCRA Transmission Services Corporation has prepared this letter explaining the changes and requests that it be filed with the aforementioned interconnection agreement.

The interconnection agreement between LCRA Transmission Services Corporation, OCI Alamo 6 LLC and OCI Solar TRE LLC has been modified to adjust language for two solar generation resource owners utilizing a single common Point of Interconnection to the ERCOT grid. Exhibit A Section 1 through Section 10 have been revised to further define and acknowledge the roles and responsibilities of each resource owner as a Party to the SGIA.

Sincerely,

Ray Pfefferkorn, P.E.
LCRA, Transmission Design Director

Enclosure

AMENDED AND RESTATED

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

Between

LCRA Transmission Services Corporation,

OCI ALAMO 6 LLC, and

OCI SOLAR TRE LLC

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AMENDED AND RESTATED ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This Amended and Restated Standard Generation Interconnection Agreement ("Agreement") is made and entered into this 16th day of August, 2016, between LCRA Transmission Services Corporation ("Transmission Service Provider" or 'TSP"), OCI Alamo 6 LLC ("Generator 1"), and OCI Solar TRE LLC ("Generator 2"), hereinafter individually referred to as a "Party," and collectively referred to as "Parties." Generator 1 and Generator 2 are also collectively referred to as "Generators". 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 1 and Generator 2 represent that they will own and operate the Plants as defined below. Pursuant to the terms and conditions of this Agreement, Transmission Service Provider shall interconnect Generators' Plants with Transmission Service Provider's System consistent with the Facilities Study developed pursuant to the Full Interconnection Study Agreement executed between the Parties on March 19, 2014 and pursuant to the ERCOT generation interconnection request 15INR0070_1.

WHEREAS, the Transmission Service Provider and the Generator 1 entered into that certain Generation Interconnection Agreement executed December 17, 2014 ("Original Agreement");

WHEREAS, the Original Agreement states that Generator 1 will build out a solar generation facility in two contemplated phases: (i) Phase I of 110 MW capacity ("Phase I" now also known as "Plant 1") with a Scheduled Commercial Operation date of September 30, 2016 and (ii) Phase II of 50 MW capacity ("Phase II" now also known as "Plant 2") with a Scheduled Commercial Operation date at the end of April 2017;

WHEREAS, Generator 1 subsequently transferred all real property relating to Plant 2 to Generator 2, which real property is located north of the real property relating to Plant 1;

WHEREAS, Generator 2 is currently developing, and will own and operate Plant 2 and will interconnect into the Generator 1's existing facilities, pursuant to studies completed by TSP in regards to Generator 2's ERCOT generation interconnection request 15INR0070_1b;

WHEREAS, pursuant to Section 4.3 of the Original Agreement, Generator 1 has provided TSP with written authorization to proceed with the construction of the TIF as detailed in Amended and Restated Exhibit "C";

WHEREAS, both Generator 1 and Generator 2 will utilize the same Point of Interconnection at the TSP's 138 kV Tunas Creek Substation which is at the southern point of real property comprising Phase I;

WHEREAS, the Generator 1's solar farm and Generator 2's solar farm cannot be separately metered by the TSP with individual ERCOT polled settlement meters due to their

utilization of the same Point of Interconnection and will instead be metered in aggregate at the Point of Interconnection;

WHEREAS, Generator 1 and Generator 2 will work with ERCOT to conform to the ERCOT Nodal Protocols, Section 10 requirements for Generation Resource Meter Splitting;

WHEREAS, the Parties wish to modify the point of interconnection structure location and ownership along with the ownership of the fiber patch panel and facility entry cable at TSP's Tunas Creek Substation; and

WHEREAS, the Parties wish to include and grant Generator 2 into and with all of the benefits and obligations of the Original Agreement by Restating and Amending the Original Agreement into this Restated and Amended and Restated ERCOT Standard Generation Agreement

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the Parties agree to Amend and Restate the December 17 2014, ERCOT Standard Generation Interconnection Agreement as follows:

This Agreement applies only to the Plant 1, Plant 2 and the Parties' interconnection facilities as identified in Amended and Restated Exhibit "C."

This Agreement shall become effective on the date first written above, subject to Governmental Authority approval, if required, and shall continue in full force and effect until terminated in accordance with Amended and Restated Exhibit "A."

This Agreement will be subject to the following Amended and Restated Exhibits, all of which are incorporated herein by reference and attached hereto:

A. The "Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement" attached hereto as Amended and Restated Exhibit "A";

B. The ERCOT Requirements (unless expressly stated herein, where the ERCOT Requirements are in conflict with this Agreement, the ERCOT Requirements shall prevail);

C. The PUCT Rules (where the PUCT Rules are in conflict with this Agreement, the PUCT Rules shall prevail);

D. The Time Schedule attached hereto as Amended and Restated Exhibit "B";

E. The Interconnection Details attached hereto as Amended and Restated Exhibits "C", "C1-C3";

F. The notice requirements attached hereto as Amended and Restated Exhibit "D"; and

G. The Security Arrangement Details attached hereto as Amended and Restated Exhibit "E".

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals, each of which shall constitute and be an original effective Agreement between the Parties.

OCI Alamo 6 LLC

Signature: _____

By: John Huffaker

Title: Vice President

Date: 8/8/16

LCRA Transmission Services Corporation

Signature: _____

By: Sergio Garza, P.E.

Title: VP, LCRA Transmission Design & Protection

Date: August 16, 2016

OCI SOLAR TRE LLC

By: _____

Signature: John Huffaker

Title: Vice President

Date: 8/8/16

Amended and Restated Exhibit "A"

Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement

ARTICLE 1. DEFINITIONS

Capitalized terms shall have the meanings as set forth below, except as otherwise specified in the Agreement:

1.1 "CCN" shall mean a Certificate of Convenience and Necessity issued by the PUCT.

1.2 "Commercial Operation" shall mean the date on which Generator 1 declares that the construction of Plant 1 has been substantially completed, Trial Operation of Plant 1 has been completed, and Plant 1 is ready for dispatch or the date on which Generator 2 declares that the construction of Plant 2 has been substantially completed, Trial Operation of Plant 2 has been completed, and Plant 2 is ready for dispatch.

1.3 "Control Area" shall have the meaning ascribed thereto in PUCT Rule 25.5(19) or its successor.

1.4 "ERCOT" shall mean the Electric Reliability Council of Texas, Inc.

1.5 "ERCOT Requirements" means the ERCOT Operating Guides, ISO Generation Interconnection Procedures as well as any other documents adopted by the ISO or ERCOT relating to the interconnection and operation of generators and transmission systems in ERCOT as amended from time to time, and any successors thereto. Any requirement in the foregoing documents imposed upon generation entities or generation facilities shall become the responsibility of the Generators, and any requirements imposed on transmission providers or transmission facilities shall become the responsibility of the TSP.

1.6 "Facilities Study" shall have the meaning as described in PUCT Rule 25.198(d) or its successor.

1.7 "Facilities Study Agreement" shall mean an agreement executed by the Parties relating to the performance of the Facilities Study.

1.8 "GIF" shall mean Generators' interconnection facilities as described in Amended and Restated Exhibit "C."

1.9 "Good Utility Practice" shall have the meaning described in PUCT Rule 25.5(56) or its successor.

1.10 "Governmental Authority(ies)" shall mean any federal, state, local or municipal body having jurisdiction over a Party.

1.11 "In-Service Date" shall be the date, as reflected in Amended and Restated Exhibit "B," that the TIF will be ready to connect to the GIF.

1.12 "ISO" shall mean the ERCOT Independent System Operator.

1.13 "Plant" shall mean the electric generation facility owned and operated by Generator 1 or Generator 2, as specified in Amended and Restated Exhibit "C."

1.14 "Point of Interconnection" shall mean the location(s) where the GIF connects to the TIF as negotiated and defined by the Parties and as shown on Amended and Restated Exhibit "C" of this Agreement.

1.15 "PUCT" shall mean the Public Utility Commission of Texas.

1.16 "PUCT Rules" shall mean the Substantive Rules of the PUCT.

1.17 "Reasonable Efforts" shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.198(e)).

1.18 "System Protection Equipment" shall mean those facilities located within the TIF and the

GIF as described in Section 5.6 and Amended and Restated Exhibit "C."

1.19 "System Security Study" shall have the meaning as described in PUCT Rule 25.198(c) or its successor.

1.20 "TCOS" shall mean the TSP's transmission cost of service as allowed by the applicable Governmental Authority.

1.21 "TIF" shall mean the TSP's interconnection facilities as described in Amended and Restated Exhibit "C" to this Agreement.

1.22 "Trial Operation" shall mean the process by which the Generators are engaged in on-site test operations and commissioning of their Plants prior to Commercial Operation.

1.23 "TSP" shall mean the Transmission Service Provider.

1.24 "TSP System" shall mean the electric transmission facilities, including the TIF, and all associated equipment and facilities owned and/or operated by the TSP.

ARTICLE 2. TERMINATION

2.1 Termination Procedures. This Agreement may be terminated as follows:

A. Generator 1 or Generator 2 may terminate this Agreement after giving the TSP thirty (30) days advance written notice; or

B. the TSP may terminate this Agreement (subject to Governmental Authority approval, if required) on written notice to Generator 1 or Generator 2 if neither Plant has achieved Commercial Operation within one year after the scheduled Commercial Operation date reflected in Amended and Restated Exhibit "B"; or

C. any Party may terminate this Agreement in accordance with Section 10.6.

2.2 Termination Costs. If a Party elects to terminate the Agreement pursuant to Section 2.1 above, the Generators collectively shall pay all costs incurred (or committed to be incurred) by

TSP, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of the Generators under this Agreement. In the event of termination by any Party, all Parties shall use commercially reasonable efforts to mitigate the damages and charges that they may incur as a consequence of termination. The provisions of the Sections 2.2 and 2.3 shall survive termination of the Agreement.

2.3 Disconnection. Upon termination of this Agreement, the Parties will disconnect the GIF from the TIF.

ARTICLE 3. REGULATORY FILINGS

3.1 Filing. The TSP shall file this executed Agreement with the appropriate Governmental Authority, if required. Any portions of this Agreement asserted by either Generator to contain competitively sensitive commercial or financial information shall be filed by the TSP identified as "confidential" under seal stating, for the TSP's showing of good cause that either Generator asserts such information is confidential information and has requested such filing under seal. If requested by the TSP, the relevant Generator shall provide the TSP, in writing, with the Generator's basis for asserting that the information referred to in this Section 3.1 is competitively sensitive information, and the TSP may disclose such writing to the appropriate Governmental Authority.

3.2 Regulatory Approvals. Unless exempt, the TSP shall timely request ISO and all regulatory approvals necessary for it to carry out its responsibilities under this Agreement. Such approvals shall include any CCN required for the construction of the TIF.

ARTICLE 4. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

4.1 Options. The Generators shall select one of the following options (subsection A or subsection B) and include the selected option in Amended and Restated Exhibit "B" for completion of the TIF:

A. The TSP shall design, procure, and construct the TIF, using Reasonable Efforts to complete the TIF by the In-Service Date reflected in Amended and Restated Exhibit "B." The TSP will utilize its own resources and will contract for additional resources, as reasonably necessary, to meet the In-Service Date. Such resources shall include, as the TSP believes is reasonable, use of other contractors, other equipment suppliers, other material suppliers, additional contract personnel, additional payments to contractors for expedited work, and premiums paid to equipment and material suppliers for expedited delivery. The TSP shall not be required to undertake any initiative which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, applicable laws and regulations, and ERCOT Requirements. In the event the TSP reasonably expects that it will not be able to complete the TIF by the In-Service Date, the TSP will promptly provide written notice to the Generators and will undertake Reasonable Efforts to meet the earliest date thereafter.

B. (i) The TSP shall design, procure, and construct the TIF by the In-Service Date reflected in Amended and Restated Exhibit "B." The Parties acknowledge that the In-Service Date was either agreed upon through good faith negotiations or designated by the Generators upon failure of the Parties to agree. In the process of negotiating the In-Service Date, Generators will request a date upon which it reasonably expects it will be ready to begin use of the TIF and upon which it reasonably expects to begin doing so. Any date designated by the Generators shall in no event be less than fifteen months from the date that all conditions of Sections 4.2 and 4.3 have been satisfied. The designated In-Service Date will be extended day for day for each day that the ISO refuses to grant clearances to install equipment. If the TSP fails to complete the TIF by the In-Service Date reflected in Amended and Restated Exhibit "B," the TSP shall pay the Generators liquidated damages in accordance with this Section 4.1.B.

(ii) The Parties agree that actual damages to the Generators, in the event the TIF are not completed by the In-Service Date, may include Generators' fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. The Parties agree that, because of such uncertainty, any liquidated damages paid by the TSP to the Generators shall be an amount equal to ½ of 1% of the actual cost of the TIF, per day. However, in no event shall the total liquidated damages exceed 20% of the actual cost of the TIF. The Parties agree that such liquidated damages are less than the Generators' actual damages. The Parties agree that the foregoing payments will be made by the TSP to the Generators as just compensation for the damages caused to the Generators, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this Agreement.

(iii) The TSP shall apply to have the full costs of the TIF included in TCOS. If the PUCT issues a final, appealable order excluding from TCOS any portion of the TIF costs, including higher contractor and vendor costs due to liquidated damage provisions in those contracts and insurance costs to cover liquidated damages, which costs may have been reasonably incurred but which the PUCT finds should not be recovered through TCOS, the Generators shall reimburse the TSP for such costs in an amount not to exceed the difference between the TSP's estimate of the cost of the TIF under section 4.1.A and the TSP's estimate of the cost of the TIF under Section 4.1.B as reflected in Amended and Restated Exhibit "C." Such costs shall be estimated using Good Utility Practice.

(iv) No liquidated damages shall be paid to Generators if the Generators are not ready to commence use of the TIF for the delivery of power to the Plant for Trial Operation or export of power from the Plant on the In-Service Date, unless the Generators would have been able to

commence use of the TIF for the delivery of power to the Plant for Trial Operation or export of power from the Plant but for TSP's delay.

(v) If the In-Service Date has been designated by the Generators upon a failure of the Parties to agree on the In-Service Date, the TSP may, at its option, require the Generators to subcontract with the TSP for all or part of the design, procurement and construction of the TIF in accordance with the TSP's standard subcontractor agreements. In such event, the TSP shall be subject to the payment of liquidated damages to the Generators only if the In-Service Date is not met solely due to the TSP's failure to complete the portion of the TIF for which the TSP has retained responsibility. It is the intent of this subsection to give the TSP full control of the contents and quality of the TIF. To the extent the Generators act as a subcontractor to the TSP, the following will apply: 1) The Generators shall engineer, procure equipment, and construct the TIF (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the TSP; 2) In its engineering, procurement and construction of the TIF, the Generators shall comply with all requirements of law to which the TSP would be subject in the engineering, procurement or construction of the TIF; 3) The TSP shall review and approve the engineering design, acceptance tests of equipment, and the construction of the TIF; 4) The TSP shall have the right to approve and accept for operation the TIF in accordance with the standards and specifications provided in advance by the TSP, such approval and acceptance shall not be unreasonably withheld, conditioned, or delayed; 5) Should any phase of the engineering, equipment procurement, or construction of the TIF, including selection of subcontractors, not meet the standards and specifications provided by the TSP, and therefore be deemed unacceptable, then the Generators shall be obligated to remedy that portion of the TIF or selection of subcontractors that is deemed unacceptable, the TSP's approval of the Generators' selection of subcontractors

will not be unreasonably withheld, conditioned or delayed; and 6) Once the TIF is accepted for operation by the TSP, then the TSP shall reimburse the Generators for the reasonable and necessary costs incurred by the Generators to complete the TIF, not to exceed the amount specified in the subcontract. Such reimbursement shall be made within thirty days after receipt of the invoice, unless otherwise agreed to by the Parties.

4.2 Equipment Procurement. If responsibility for construction of the TIF is borne by the TSP, then the TSP shall commence design of the TIF and procure necessary equipment within a reasonable time after all of the following conditions are satisfied:

A. The TSP has completed the Facilities Study pursuant to the Facilities Study Agreement;

B. The TSP has received written authorization to proceed with design and procurement from the Generators by the date specified in Amended and Restated Exhibit "B"; and

C. The Generators have provided security to the TSP in accordance with Section 8.3 by the dates specified in Amended and Restated Exhibit "B."

4.3 Construction Commencement. The TSP shall commence construction of the TIF as soon as practicable after the following additional conditions are satisfied:

A. Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

B. Necessary real property rights, if any, have been obtained;

C. The TSP has received written authorization to proceed with construction from the Generators by the date specified in Amended and Restated Exhibit "B"; and

D. The Generators have provided security to the TSP in accordance with Section 8.3 by the dates specified in Amended and Restated Exhibit "B."

4.4 Work Progress. The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. If, at any time, the Generators become aware that the completion of the TIF will not be required until after the specified In-Service Date, the Generators will promptly provide written notice to the TSP of a new, later In-Service Date.

4.5 Conditions Precedent Delay. To the extent this Agreement incorporates a specified In-Service Date and the Generators fail to satisfy conditions precedent under Sections 4.2 and 4.3 so that the TSP may meet the In-Service Date, the Parties will negotiate in good faith to establish a new schedule for completion of the TIF.

ARTICLE 5. FACILITIES AND EQUIPMENT

5.1 Information Exchange. The Parties shall exchange information and mutually agree upon the design and compatibility of the Parties' interconnection facilities. The Parties shall work diligently and in good faith to make any necessary design changes to ensure compatibility of the GIF to the TSP System.

5.2 GIF Construction. Generators agree to cause the GIF to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction. Within one-hundred and twenty (120) days after Commercial Operation, unless the Parties agree on another mutually acceptable deadline, the Generators shall deliver to the TSP the following "as-built" drawings, information and documents for the GIF: a one-line diagram, a site plan showing the Plants and the GIF, plan and elevation drawings showing the layout of the GIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Generators' main-power transformers, the facilities connecting the Generators to the main power transformers and

the GIF, and the impedances (determined by factory tests) for the associated main power transformers and the generators.

5.3 TIF Construction. The TSP agrees to cause the TIF to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction.

5.4 Equipment Changes. For facilities not described in Amended and Restated Exhibit "C," if any Party makes equipment changes to the Plant, the GIF, the TIF or the TSP System which it knows will affect the operation or performance of the other Parties' interconnection facilities, the Parties agree to notify the other Parties, in writing, of such changes. Such changes shall be made in accordance with ERCOT Requirements and coordinated between the Parties.

5.5 Metering, Telemetry and Communications Requirements.

A. Metering and telemetry of data will be accomplished in accordance with ERCOT Requirements. The specific metering, telemetry and communications equipment to be installed and data to be telemetered are described in Amended and Restated Exhibit "C."

B. At the Point of Interconnection, the metering and telemetry equipment shall be owned by the TSP. However, the TSP shall provide the Generators with metering and telemetry values in accordance with ERCOT Requirements.

C. A minimum set of inputs to the telemetry equipment are specified in Amended and Restated Exhibit "C." Additional sets of inputs may be subsequently mutually agreed upon.

D. The TSP will notify the Generators at least five (5) working days in advance of any planned maintenance, inspection, testing, or calibration of the metering equipment, unless otherwise agreed to in writing. The Generators, or their designated representative, shall have the

right to be present for these activities and to receive copies of any documents related to the procedures and results.

E. Prior to the connection of the GIF to the TIF, acceptance tests will be performed by the owning Party to ensure the proper functioning of all metering, telemetry and communications equipment associated with the Point of Interconnection and both Parties' interconnection facilities, and to verify the accuracy of data being received by the TSP, the Control Area(s) in which the Plant and the TSP are located and the Generators. All acceptance tests will be performed consistent with ERCOT Requirements.

F. The TSP shall, in accordance with Good Utility Practice and ERCOT Requirements, specify communications facilities, including those necessary to transmit data from the metering equipment to the TSP, that are necessary for the effective operation of the Plants and the GIF with the TSP System. Such communication facilities shall be included in Exhibit "C." The Generators shall make arrangements to procure and bear the cost of such facilities.

G. Any changes to the meters, telemetry equipment, voltage transformers, current transformers, and associated panels, hardware, conduit and cable, which will affect the data being received by the other Parties must be mutually agreed to by the Parties.

H. Each Party will promptly advise the other Parties if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Parties. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible in accordance with ERCOT Requirements.

5.6 System Protection and Other Controls Requirements.

A. Each Party's facilities shall be designed to isolate any fault, or to correct or isolate any abnormality, that would negatively affect the other Parties' system or other entities connected to the TSP System.

B. The Generators shall be responsible for protection of their facilities consistent with ERCOT Requirements.

C. Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Section 5.6.F. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and tripping the Generators' units.

D. Recording equipment shall be installed to analyze all system disturbances in accordance with ERCOT Requirements.

E. Each Party will test, operate and maintain System Protection Equipment in accordance with ERCOT Requirements. Each Party will provide reasonable notice to the other Parties of any testing of its System Protection Equipment allowing such other Parties the opportunity to have representatives present during testing of its System Protection Equipment.

F. Prior to the In-Service Date, and again prior to Commercial Operation, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Equipment. At intervals suggested by Good Utility Practice or at intervals described in the ERCOT Requirements if so defined therein, and following any apparent malfunction of the System Protection Equipment, each Party shall perform both calibration and functional trip tests of its System Protection Equipment. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

5.7 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

ARTICLE 6. OPERATION AND MAINTENANCE

6.1 Operation and Maintenance of Interconnection Facilities. The Parties agree to operate and maintain their systems in accordance with Good Utility Practice, National Electrical Safety Code, the ERCOT Requirements, PUCT Rules and all applicable laws and regulations. Subject to any necessary ISO approval, each Party shall provide necessary equipment outages to allow the other Parties to perform periodic maintenance, repair or replacement of their facilities. Such outages shall be scheduled at mutually agreeable times, unless conditions exist which a Party believes, in accordance with Good Utility Practice, may endanger persons or property. No changes will be made in the normal operation of the Point of Interconnection without the mutual agreement of the Parties except as otherwise provided herein. All testing of the Plants that affect the operation of the Point of Interconnection shall be coordinated between the TSP, the Control Area(s) in which the Plants and the TSP are located, and the Generators and will be conducted in accordance with ERCOT Requirements.

6.2 Control Area Notification. At least six months before Trial Operation, the Generators shall notify the TSP in writing of the Control Area in which it will be located. If the Generators elect to be located in a Control Area other than the Control Area in which the TSP is located, all necessary agreements, including but not limited to remote control area generator interchange agreements, if applicable, and appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Plants in the other Control Area. The Parties will diligently cooperate with one another to enable such agreements to be executed and implemented

on a schedule necessary to meet the Trial Operation date specified in Amended and Restated Exhibit "B."

6.3 Land Rights and Easements. Terms and conditions addressing the rights of the TSP and the Generators regarding any facilities located on the other Parties' property shall be addressed in a separate, duly executed and recorded easement agreement between the Parties. Prior to Commercial Operation, the Parties will mutually agree upon procedures to govern access to each other's property as necessary for the Parties to fulfill their obligations hereunder.

6.4 Service Interruption. The Parties recognize that the interruption of service provisions of the PUCT Rules give TSP the right to disconnect the TSP System from the Plants under the conditions specified therein. The Generators will promptly disconnect the Plants from the TSP System when required by and in accordance with the PUCT Rules and ERCOT Requirements.

6.5 Switching and Clearance.

A. Any switching or clearances needed on the TIF or the GIF will be done in accordance with ERCOT Requirements.

B. Any switching and clearance procedure necessary to comply with Good Utility Practice or ERCOT Requirements that may have specific application to the Plants shall be addressed in Amended and Restated Exhibit "C."

6.6 Start-Up and Synchronization. Consistent with ERCOT Requirements and the Parties' mutually acceptable procedure, the Generators are responsible for the proper synchronization of the Plants to the TSP System.

6.7 Routine Operational Communications. On a timely basis, the Parties shall exchange all information necessary to comply with ERCOT Requirements.

6.8 Blackstart Operations. If a Plant is capable of blackstart operations, Generators will coordinate individual Plant start-up procedures consistent with ERCOT Requirements. Any blackstart operations shall be conducted in accordance with the blackstart criteria included in the ERCOT Requirements and the TSP Blackstart Plan on file with the ISO. Notwithstanding this section, the Generators are not required to have blackstart capability by virtue of this Agreement. If the Generators will have blackstart capability, then Generators shall provide and maintain an emergency communication system that will interface with the TSP during a blackstart condition.

6.9 Power System Stabilizers. The Generators shall procure, install, maintain and operate power system stabilizers if required to meet ERCOT Requirements and as described in Amended and Restated Exhibit "C."

ARTICLE 7. DATA REQUIREMENTS

7.1 Data Acquisition. The acquisition of data to realistically simulate the electrical behavior of system components is a fundamental requirement for the development of a reliable interconnected transmission system. Therefore, the TSP and the Generators shall be required to submit specific information regarding the electrical characteristics of their respective facilities to each other as described below in accordance with ERCOT Requirements.

7.2 Initial Data Submission by TSP. The initial data submission by the TSP shall occur no later than 120 days prior to Trial Operation and shall include transmission system data necessary to allow the Generators to select equipment and meet any system protection and stability requirements.

7.3 Initial Data Submission by Generators. The initial data submission by the Generators, including manufacturer data, shall occur no later than 90 days prior to the Trial Operation and shall include a completed copy of the following forms contained in the ISO's Generation

Interconnection Procedure: (1) Plant Description/Data and (2) Generation Stability Data. It shall also include any additional data provided to the ISO for the System Security Study. Data in the initial submissions shall be the most current Plant design or expected performance data. Data submitted for stability models shall be compatible with the ISO standard models. If there is no compatible model, the Generators will work with an ISO designated consultant to develop and supply a standard model and associated data.

7.4 Data Supplementation. Prior to Commercial Operation, the Parties shall supplement their initial data submissions with any and all "as-built" Plant data or "as-tested" performance data which differs from the initial submissions or, alternatively, written confirmation that no such differences exist. Subsequent to Commercial Operation, the Generators shall provide the TSP any data changes due to equipment replacement, repair, or adjustment. The TSP shall provide the Generators any data changes due to equipment replacement, repair, or adjustment in the directly connected substation or any adjacent TSP-owned substation that may affect the GIF equipment ratings, protection or operating requirements. The Parties shall provide such data no later than 30 days after the date of the actual change in equipment characteristics. Also, the Parties shall provide to each other a copy of any additional data later required by the ISO concerning these facilities.

7.5 Data Exchange. Each Party shall furnish to the other Parties real-time and forecasted data as required by ERCOT Requirements. The Parties will cooperate with one another in the analysis of disturbances to either the Plants or the TSP's System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records.

ARTICLE 8. PERFORMANCE OBLIGATION

8.1 Generator's Cost Responsibility. The Generators will acquire, construct, operate, test, maintain and own the Plants and the GIF at their sole expense. In addition, the Generators may be required to make a contribution in aid of construction in the amount set out in and for the facilities described in Amended and Restated Exhibit "C," if any, in accordance with PUCT Rules.

8.2 TSP's Cost Responsibility. The TSP will acquire, own, operate, test, and maintain the TIF at its sole expense, subject to the provisions of Section 4.1.B and the contribution in aid of construction provisions of Section 8.1 of this Agreement.

8.3 Financial Security Arrangements. The TSP may require the Generators to pay a reasonable deposit or provide another means of security, to cover the costs of planning, licensing, procuring equipment and materials, and constructing the TIF. The required security arrangements shall be specified in Amended and Restated Exhibit "E." Within five business days after a Plant achieves Commercial Operation, the TSP shall return the deposit or security to the Generators. However, the TSP may retain an amount to cover the incremental difference between the TSP's actual out of pocket costs associated with the choice of Section 4.1.B over Section 4.1.A, pending a final PUCT Order as contemplated in Section 4.1.B(iii). If neither Plant has achieved Commercial Operation within one year after the scheduled Commercial Operation date identified in Amended and Restated Exhibit "B" or if the Generators terminate this Agreement in accordance with Section 2.1 and the TIF are not required, the TSP may, subject to the provisions of Section 2.2, retain as much of the deposit or security as is required to cover the costs it incurred in planning, licensing, procuring equipment and materials, and constructing the TIF. If a cash deposit is made pursuant to Amended and Restated Exhibit "E," any repayment of such cash deposit shall include interest

at a rate applicable to customer deposits as established from time to time by the PUCT or other Governmental Authority.

ARTICLE 9. INSURANCE

9.1 Each Party shall, at its own expense, maintain in force throughout the period of this Agreement and until released by the other Parties the following minimum insurance coverages, with insurers authorized to do business in Texas:

A. Employers Liability and Worker's Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the State of Texas. The minimum limits for the Employer's Liability insurance shall be One Million Dollars ($1,000,000) each accident bodily injury by accident, One Million Dollars ($1,000,000) each employee bodily injury by disease, and One Million Dollars ($1,000,000) policy limit bodily injury by disease.

B. Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

C. Comprehensive Automobile Liability Insurance for coverage of owned, non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

D. Excess Public Liability Insurance over and above the Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate.

E. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance polices shall name the other Parties, their parent, associated and affiliated companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) days advance written notice to Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

F. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

G. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made basis, shall be maintained in full force and effect for two (2) years after termination of this

Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

H. The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

I. Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.

J. Notwithstanding the foregoing, each Party may self-insure to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade, or better, by Standard & Poor's. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I. In the event that a Party is permitted to self-insure pursuant to this Section 9.1.J, it shall not be required to comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I.

K. The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.

ARTICLE 10. MISCELLANEOUS

10.1 Governing Law and Applicable Tariffs.

A. This Agreement for all purposes shall be construed in accordance with and governed by the laws of the State of Texas, excluding conflicts of law principles that would refer to the laws of another jurisdiction. The Parties submit to the jurisdiction of the federal and state courts in the State of Texas.

B. This Agreement is subject to all valid, applicable rules, regulations and orders of, and tariffs approved by, duly constituted Governmental Authorities.

C. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

10.2 No Other Services. This Agreement is applicable only to the interconnection of the Plants to the TSP System at the Point of Interconnection and does not obligate any Party to provide, or entitle any Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary for it to receive any other service that it may desire from the other Parties or any third party. This Agreement does not address the sale or purchase of any electric energy, transmission service or ancillary services by any Party, either before or after Commercial Operation.

10.3 Entire Agreement. This Agreement, including all Amended and Restated Exhibits, Attachments and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, a Party's compliance with its obligations under this Agreement. Notwithstanding the other provisions of this Section, the Facilities Study Agreement, if any, is unaffected by this Agreement.

10.4 Notices. Except as otherwise provided in Amended and Restated Exhibit "D," any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, or sent by either registered or certified mail, postage prepaid, overnight mail or fax to the address or number identified on Amended and Restated Exhibit "D" attached to this Agreement. A Party may change the notice information on Amended and Restated Exhibit "D" by giving five business days written notice prior to the effective date of the change.

10.5 Force Majeure.

A. The term "Force Majeure" as used herein shall mean any cause beyond the reasonable control of the Party claiming Force Majeure, and without the fault or negligence of such Party, which materially prevents or impairs the performance of such Party's obligations hereunder, including but not limited to, storm, flood, lightning, earthquake, fire, explosion, failure or imminent threat of failure of facilities, civil disturbance, strike or other labor disturbance, sabotage, war, national emergency, or restraint by any Governmental Authority.

B. A Party shall not be considered to be in Default (as hereinafter defined) with respect to any obligation hereunder (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Parties in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Section shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably

expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

10.6 Default

A. The term "Default" shall mean the failure of a Party or Parties to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party or Parties. Upon a Default, the non-defaulting Party or Parties shall give written notice of such Default to the defaulting Party or Parties. Provided further, that in the event of a Default by either of Generator 1 or Generator 2, TSP shall give written notice of such Default to both Generators and in the event that TSP is unable to determine whether Generator 1 or Generator 2 is responsible for the Default, TSP shall have the right to deem them both as being the defaulting Party. Except as provided in Section 10.6.B, the defaulting Party or Parties shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 30 days, the defaulting Party or parties shall commence such cure within 30 days after notice and continuously and diligently complete such cure within 90 days from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist; and further provided that either Generator 1 or Generator 2 shall have the right to cure the Default of the other generator.

B. If a Default is not cured as provided in this Section, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party or Parties shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved

of any further obligation hereunder and, whether or not that Party or Parties terminates this Agreement, to recover from the defaulting Party or Parties all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Section will survive termination of this Agreement.

10.7 Intrastate Operation. The operation of the Plants by Generators shall not cause there to be a synchronous or an asynchronous interconnection between ERCOT and any other transmission facilities operated outside of ERCOT unless ordered by the Federal Energy Regulatory Commission under Section 210 of the Federal Power Act. The Parties recognize and agree that any such interconnection will constitute an adverse condition giving the TSP the right to immediately disconnect the TIF from the GIF, until such interconnection has been disconnected. The Generators will not be prohibited by this Section from interconnecting the Plants with facilities operated by the Comision Federal de Electricidad of Mexico, unless such interconnection would cause ERCOT utilities that are not "public utilities" under the Federal Power Act to become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission.

10.8 No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

10.9 No Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of obligations, rights, or duties imposed upon the Parties. Termination or Default of this Agreement for any reason by the Generators shall not constitute a waiver of the Generators' legal rights to obtain an interconnection from the TSP under a new interconnection agreement.

10.10 Headings. The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.

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

10.12 Amendment. This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or liability upon a Party. A Party shall not have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

10.14 Further Assurances. The Parties agree to (i) furnish upon request to each other such further information, (ii) execute and deliver to each other such other documents, and (iii) do such other acts and things, all as the other Parties may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement. Without limiting the generality of the foregoing, the TSP shall, at the Generators' expense, when reasonably requested to do so by the Generators at any time after the execution of this Agreement, prepare and provide such information in connection with this Agreement (including, if available, resolutions, certificates, opinions of counsel or other documents relating to the TSP's corporate authorization to enter into this Agreement and to undertake the obligations set out herein) as may be reasonably required by any potential lender to the Generators under a proposed loan agreement. The TSP will use commercially reasonable efforts to obtain any opinion of counsel reasonably requested by

Generators, but the TSP shall not be in Default of any obligation under this Agreement if the TSP is unable to provide an opinion of counsel that will satisfy any potential lender to the Generators. Specifically, upon the written request of one Party, the other Parties shall provide the requesting Party with a letter stating whether or not, up to the date of the letter, that Party is satisfied with the performance of the requesting Party under this Agreement.

10.15 Indemnification and Liability. The indemnification and liability provisions of the PUCT Rule 25.202(b)(2) or its successor shall govern this Agreement.

10.16 Consequential Damages. OTHER THAN THE LIQUIDATED DAMAGES HERETOFORE DESCRIBED, IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT DAMAGES FOR WHICH A PARTY MAY BE LIABLE TO ANOTHER PARTY UNDER ANOTHER AGREEMENT WILL NOT BE CONSIDERED TO BE SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HEREUNDER.

10.17 Assignment. This Agreement may be assigned by a Party only with the written consent of the others; provided that a Party may assign this Agreement without the consent of the other Parties to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this

Agreement; and provided further that the Generators shall have the right to assign this Agreement, without the consent of the TSP, for collateral security purposes to aid in providing financing for the Plants, provided that the Generators will require any secured party, trustee or mortgagee to notify the TSP of any such assignment. Any financing arrangement entered into by the Generators pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the TSP of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

10.18 Severability. If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement; provided that if the Generators (or any third-party, but only if such third-party is not acting at the direction of the TSP) seeks and obtains such a final determination with respect to any provision of Section 4.1.B, then none of the provisions of Section 4.1.B. shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by Section 4.1.A.

10.19 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

10.20 Invoicing and Payment. Unless the Parties otherwise agree (in a manner permitted by applicable PUCT Rules and as specified in writing in an Amended and Restated Exhibit "E" attached hereto), invoicing and payment rights and obligations under this Agreement shall be

governed by PUCT Rules or applicable Governmental Authority. Invoices shall be rendered to the paying Party at the address specified on, and payments shall be made in accordance with the requirements of, Amended and Restated Exhibit "D."

10.21 Confidentiality.

A. Subject to the exception in Section 10.21.B, any information that a Party claims is competitively sensitive, commercial or financial information under this Agreement ("Confidential Information") shall not be disclosed by the other Parties to any person not employed or retained by the other Parties, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this Agreement or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to the ISO. The Party asserting confidentiality shall notify the other Parties in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subsection, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subsection, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

B. This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision).

Amended and Restated Exhibit "B"
Time Schedule
Amendment No. 1

Interconnection Option chosen by Generators (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) _N/A_ good faith negotiations, or (2) _N/A_ Designated by Generator upon failure to agree.

Date by which Generators must provide notice to proceed with design and procurement and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **Due no later than December 17, 2014. – Completed By Generator 1 Prior to First Amendment**

Date by which Generators must provide notice to commence construction and provide security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **June 1, 2015 – Completed By Generator 1 Prior to First Amendment**

Phase I/Plant 1 (110-MW – To Be Owned By OCI Alamo 6 LLC)
In - Service Date(s): **March 31, 2016 – Completed Prior to First Amendment**

Scheduled Trial Operation Date: **April 7, 2016**

Scheduled Commercial Operation Date: **September 30, 2016**

Phase II/Plant 2 (Additional 50-MW – To Be Owned By OCI SOLAR TRE LLC)
In - Service Date(s): **September 6, 2016**

Scheduled Trial Operation Date: **September 22, 2016**

Scheduled Commercial Operation Date: **April 30, 2017**

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

For purposes of Section 2.1 B and Section 8.3 of Amended and Restated Exhibit "A", Terms and Conditions, the Scheduled Commercial Operation Date shall be September 30, 2016.

Once a Generator is in Commercial Operation, if the other Generator determines at any time not to continue the full build-out of its Plant in order to provide an aggregate 160 MW total generation capacity as set forth in Amended and Restated Exhibit "B" or should the other Generator fail to complete the Commercial Operation of its Plant by September 30, 2017, then the Agreement shall be amended such that the Plants shall be defined to mean the Plants as then constructed and connected to the TIF (in no case more than 160 MW) and exclude any uncompleted portion of the Plants that remains to be built-out.

Amended and Restated Exhibit "C"
Interconnection Details
Amendment No. 1

1. Name: Sirius Substation (owned by OCI Alamo 6 LLC) and Pearl Substation (owned by OCI SOLAR TRE LLC)

2. Point of Interconnection location: The Point of Interconnection will be at the end of Generator 1's new radial 138-kV line adjacent to LCRA TSC Tunas Creek Substation ("TSP Substation") which is located in Pecos County, Texas along the existing LCRA TSC 138kV transmission line T449, at the approximate location shown in Amended and Restated Exhibit "C3". The Point of Interconnection, shown on Amended and Restated Exhibit "C1" and Amended and Restated Exhibit "C2" shall be the physical point where the LCRA TSC Tunas Creek Substation facilities are connected to the GIF. This point is more specifically defined as being located at the 4-hole pad terminals on the dead-end assembly where Generator 1's 138kV line connects to Generator 1's interconnecting dead-end structure on Generator 1's new radial line. Both Generator 1 and Generator 2 will utilize the same Point of Interconnection.

3. Delivery Voltage: 138-kV

4. Number and size of Generating Units ("The Plants"): The Plants are a solar generation facility with one Point of Interconnection to the grid. The Plants total rating is expected to be approximately 160-MW of AC power at the Point of Interconnection and is expected to be constructed in two phases.

   Phase I/Plant 1 - To Be Owned By OCI Alamo 6 LLC

   110-MW net AC power at the Point of Interconnection

   Phase II/Plant 2 – To Be Owned By OCI SOLAR TRE LLC

   50-MW net AC power at the Point of Interconnection

5. Type of Generating Unit: KACO BP1000 1 MVA solar inverters

6. Metering and Telemetry Equipment:

   A). ERCOT settlement metering will be located at the TSP's 138-kV substation as part of the TIF. 138-kV extended range, metering current transformers will be used to accurately read the generation energy and power delivered to the grid and the auxiliary energy and power consumed through the Point of Interconnection. 138-kV metering

accuracy voltage transformers will also be installed by the TSP for the ERCOT settlement metering. The ERCOT settlement metering panel furnished by the TSP will be located in the TSP's substation.

B). TSP will provide one ERCOT Polled Settlement (EPS) metering point at LCRA TSC's Tunas Creek Substation to accommodate both Generator 1 and Generator 2 through a single Point of Interconnection. The single EPS meter located at the Point of Interconnection will measure all energy flows for the Plants. The allocation of the EPS meter data to each generating entity is the responsibility of the Generators and will be in accordance with Section 10.3.2.1 of the ERCOT Nodal Protocols, or its successor.

C). A remote terminal unit (RTU) will be furnished by the TSP at the TSP Substation as part of the TIF and TSP will submit telemetry to ERCOT per ERCOT requirements.

D). A remote terminal unit (RTU) will be furnished by each Generator at the Generator's Substation as part of the GIF and Generators will submit telemetry to ERCOT per ERCOT requirements.

7. Generator Interconnection Facilities: The GIF shall consist of the following: Generator 1 138-kV Line, Generator 1 Substation, Generator 2 138-kV Line and Generator 2 Substation, as shown in the attached one-line diagram in Amended and Restated Exhibit "C2".

Generator 1 138-kV Line - Transmission line which connects the Generator 2 138-kV Line and the Generator 1 Substation to the TIF. The Generator 1 138-kV Line as part of the Generator 1 Interconnection Facilities consists of the following:

A). One 795 ACSR, 138-kV circuit approximately 150 feet in length with shield wire and necessary material to dead-end at Generator 1's full tension, dead-end mentioned below;

B). A full tension, dead-end, 138-kV line structure (interconnecting structure) located near the TSP Substation property boundary (Generator 1 shall coordinate the height of this structure, the arrangement of the phases, and the location of the structure with LCRA TSC). **NOTE:** Generator 1 shall provide the jumper post insulators for this structure in coordination with LCRA TSC's jumpers mentioned in item 8. C) below; and

C). One single-mode, 48 strand, fiber optic cable with fiber optic splice box and necessary material for mounting on Generator 1's full tension, dead-end, 138kV line structure located near the TSP Substation property boundary (Generator 1 shall coordinate the height of this splice box on the structure with LCRA TSC);

Generator 1 Substation - Generator 1 will provide as a minimum, the following major equipment for the Generator 1 Interconnection Facilities:

A). Generator 1's interconnection substation(s) including 138-kV step-up transformer(s), transformer protection package(s), 138-kV circuit breaker(s), 138-kV line

disconnect switch(es), and protective relaying panels for the Generator 1's 138-kV line that will coordinate with the TSP's line panels at the TSP Substation for the Generator 1 138-kV Line and with the Generator 2 138-kV Line protection;

B). Multi-ported RTU(s) and panels to provide breaker status, telemetry and energy data from the Generator 1's interconnection substation(s) to the Plant, Generator 1 and ERCOT;

C). Fiber optic cable (48 strand, single-mode, fiber optics) or other data communications link reasonably acceptable to TSP from Generator 1's interconnection substation(s) control building to the Generator 1's OPGW cable splice box on the Generator 1's interconnecting structure at the Point of Interconnection for fiber utilization by both Generator 1, Generator 2, and TSP; and

D). Associated structures, buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction and operation of Generator 1 Interconnection Facilities.

Generator 2 138-kV Line - Transmission line which connects the Generator 2 Substation to the Generator 1 138-kV Line. The Generator 2 138-kV Line consists of an estimated 130 feet of 138-kV, single-circuit, 795 kcmil ACSR conductors with shield wire on single-circuit structures.

Generator 2 Substation - Generator 2 will provide as a minimum, the following major equipment for the Generator 2 Interconnection Facilities:

A). Fiber optic cable (48 strand, single-mode, fiber optics) or other data communications link reasonably acceptable to TSP from the Generator 2 Substation control building to the Generator 1's fiber optic patch panel in Generator 1's Substation for fiber utilization by both Generator 2, Generator 1, and TSP;

B). Generator 2's interconnection substation(s) including 138-kV step-up transformer(s), transformer protection package(s), 138-kV circuit breaker(s), 138-kV line disconnect switch(es), and protective relaying panels for the Generator 2 138-kV Line that will coordinate with the TSP's line panels at the TSP Substation for the Generator 2 138-kV Line and with the Generator 1 138-kV Line protection;

C). Multi-ported RTU(s) and panels to provide breaker status, telemetry and energy data from the Generator 2's interconnection substation(s) to the Plant, Generator 2 and ERCOT; and

D). Associated structures, buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction and operation of Generator 2 Interconnection Facilities.

8. Transmission Interconnection Facilities: The TIF shall consist of the following:

A). One (1) new 138-kV Tunas Creek Substation;

B). Three (3) substation A-frame structures (including 1 substation A-frame with OPGW splice can for terminating TSP's 138-kV slack span to Generator 1's interconnect structure for the Generator 1 138-kV line termination) within TSP Substation;

C). 138-kV span of conductors, shield wire, and OPGW from the Generator 1's interconnecting dead-end structure to the TSP Substation A-frame structure along with the jumpers between the TSP conductors and the Generator 1's line conductors at the Generator 1's interconnecting dead-end structure;

D). Fiber Facility Entry Cable and Fiber Patch Panel at Tunas Creek Substation;

E). 138-kV bus including bus supports and foundations;

F). Nine (9) 138-kV surge arresters;

G). Six (6) 138-kV coupling capacitor voltage transformers;

H). Three (3) 138-kV circuit breakers with foundations and protective relay panels;

I). Eight (8) 138-kV switches with HV tubular stands and foundations;

J). Multi-ported RTU(s) and panels to provide breaker status, telemetry and energy data to the TSP and ERCOT;

K). ERCOT settlement metering panel;

L). Two (2) EPS meters (one primary meter and one backup meter);

M).Three (3) 138-kV extended range metering CT's; and

N). Three (3) 138-kV Metering Class Voltage Transformers.

The above lists are not intended to be complete lists of all facilities that are part of the TIF.

9. Communications Facilities: Generators shall, in accordance with ERCOT Requirements and Good Utility Practice, provide communications facilities that are, or may in the future be, necessary for effective interconnected operation of the Plants and Generator Interconnection Facilities with the transmission system. The Generators shall own, and be

responsible for the installation, operation, and maintenance of fiber optic communication facilities between each Generator's transmission voltage substations and the Generator 1's full tension, dead-end, 138-kV line structure located near the TSP Substation property boundary complete with cable splice boxes for utilization by both Generator 1 and TSP. Generator 1 will complete the fiber optic cable termination and dress out inside the Generator 1 provided fiber splice box that Generator 1 shall mount on Generator 1's interconnecting structure. Generator 1 shall accommodate a water-tight entry for the TSP provided OPGW cable(s) in the Generator 1 provided fiber splice box. TSP will provide the splicing of fibers within this splice box to effectively splice the TSP provided OPGW with the fiber optic cable provided by the Generator 1. The Generators will provide the dedicated channels or fiber pairs for necessary items including each Generator's 138-kV line protective relaying, telemetry, voice, and special protection system communications. Voice communications provided by the Generators hall at a minimum include one POTS (plain old telephone service) voice circuit in the Generator 1's and Generator 2's substation control buildings.

10. System Protection Equipment:

A). Generator 1 and Generator 2 will provide a line protection panel for the Generator 1 138-kV Line and the Generator 2 138-kV Line at their respective facilities, which will coordinate with the TSP's line panel at the TSP's Tunas Creek Substation.

B). Generators will be responsible for the proper synchronization of their facilities with the LCRA TSC transmission system, in accordance with ERCOT guidelines.

C). The Plants and the Generator Interconnection Facilities shall be designed to isolate any fault, or to disconnect from or isolate any abnormality that would negatively affect the ERCOT system. The Generators shall be responsible for protection of their respective facilities. In particular, the Generators shall provide relays, circuit breakers, and all other devices necessary to promptly remove any fault contribution of the generation equipment to any short circuit occurring on the TSP system. Such protective equipment shall include, without limitation, a disconnect device or switch with the appropriate interrupting capability to be located within the Generator Interconnection Facilities. In addition to faults within the Plants and the Generator Interconnection Facilities, the Generators shall be responsible for protection of such facilities from such conditions as negative sequence currents, over or under frequency, sudden load rejection, over or under voltage, generator loss of field, inadvertent energization (reverse power) and uncleared transmission system faults.

D). The Plants and the Generator Interconnection Facilities shall have protective relaying that is consistent with the protective relaying criteria described in the ERCOT Requirements and NERC standards. If reasonably requested by the TSP, the Generators shall, at their expense, provide corrections or additions to existing control and protective equipment required to protect the ERCOT system or to comply with government, industry regulations, or standard changes.

E). The Generators' protective relay design shall incorporate the necessary test switches to enable complete functional testing. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and tripping generator units.

F). Generators shall install sufficient disturbance and fault monitoring equipment to thoroughly analyze all system disturbances of the generation system. This equipment shall monitor the voltages at major nodes of the system, current at major branches, breaker and switch positions, and enough of the dc logic in the relay control scheme to analyze a system disturbance. The TSP shall provide for disturbance and fault monitoring equipment in its 138-kV Tunas Creek Substation. The disturbance and fault monitoring for both Generators and TSP shall be consistent with the disturbance monitoring requirements described in the ERCOT Requirements and NERC standards or their respective successor(s).

G). Prior to modifying any relay protection system design or relay setting involving the connecting facilities between the Parties, Generator 1 or Generator 2 shall submit the proposed changes to the TSP for review and approval. TSP's review and approval shall be for the limited purpose of determining whether such proposed changes are compatible with the ERCOT transmission system.

H). In accordance with Good Utility Practice and ERCOT and NERC standards, the TSP shall determine requirements for protection of the Point of Interconnection and the zone of protection around the Point of Interconnection and shall specify and implement protection and control schemes as necessary to meet such requirements. Generators shall have the right to review and comment on the necessary protection requirements, and such comments shall not be unreasonably refused by the TSP when determining such requirements. The TSP shall coordinate the relay system protection between Generator 1, Generator 2, and the ERCOT system.

I). Additionally, the Generators shall provide in PSSE or Aspen One-Liner format the short circuit model for each respective portion of the Generator Interconnection Facilities, the generators and collector facilities prior to the protective relays settings being calculated and in no case later than 60 days prior to the initial actual in-service date. Generators data submitted in accordance with Section 7.3 of Amended and Restated Exhibit "A" shall include, but not be limited to, (1) a detailed one-line diagram of the proposed Plants and Generator Interconnection Facilities showing the collector buses and their voltages, (2) conductor types and lengths of all lines connecting the collector buses to the TSP Substation, (3) the total number of solar inverters to be served by each collector bus, (4) size, make and model of solar inverters, (5) capacitor bank sizes, locations (electrical) and control settings, and (6) the impedance and rating data of each transmission voltage line, GSU and/or autotransformer that will be installed to get power from the Plants and onto the transmission grid.

11. Inputs to Telemetry Equipment: Each Party shall install, own, operate, inspect, test, calibrate, and maintain necessary equipment to supply telemetry to ERCOT per ERCOT requirements.

12. Supplemental Terms and Conditions:

A). Device Numbers, Switching and Clearance:

(a) Generators, through the common dispatch resource as noted in 12. C) (e) below, shall obtain prior approval of the TSP before operating any transmission voltage circuit switching apparatus (e.g. switches, circuit breakers, etc.) at the Generator Interconnection Facilities, whether for testing or for operations of the Plants, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) The TSP shall coordinate switching at the Point of Interconnection. Each Party shall be responsible for operations of their facilities.

(c) In the event Generator 1 or Generator 2 desires to have the ability to operate any directly connected TSP facilities for emergency operations switching, the TSP will provide transmission switching training to their personnel along with a copy of the TSP's transmission operations procedure manual ("Red Book") and any subsequent amendments thereto. Generators personnel or their designated agents that are to perform switching of the directly connected TSP facilities must be on the TSP authorized switching list. Generators and the TSP agree to conduct all switching operations of any directly connected TSP facilities in accordance with the Red Book, as it may be changed by the TSP from time to time.

(d) Generators and TSP will collaborate and reach mutual agreement on the establishment of: i) unique name(s) for the Generators' substations, unit main transformers and switching station(s) connected at transmission voltage; ii) device numbers for all transmission voltage switches and breakers which will be owned by Generators; and iii) unique names for Generators' generating units, in accordance with ERCOT Requirements. Generators will submit to TSP, within thirty (30) days after execution of this Agreement, their proposed name(s), as referenced in this paragraph. Generators will register the name(s) of the facilities specified in this paragraph and Generator-owned device numbers at ERCOT, in accordance with ERCOT Requirements, and such names and device numbers will be consistent with the names and numbers mutually agreed upon pursuant to this paragraph. Generators will not change any of the names or device numbers, established pursuant to this paragraph, without written approval of TSP. Generators will label the devices, referenced in item (ii) above, with the numbers assigned to such devices.

(e) Each Party will keep records of maintenance and switching operations of control and protective equipment associated with this interconnection and will allow other Parties reasonable access to inspect such records.

B). No Retail Sale of Electricity to Generator by TSP: TSP considers the energy and power that the Plants and Generator Interconnection Facilities may from time to time consume from the 138-kV ERCOT grid through the Point of Interconnection to be a retail transaction and as such, the TSP does not intend to be the provider of this retail service. Generators shall make necessary arrangements with the appropriate retail

supplier for the energy and power that the Plants and Generator Interconnection Facilities may consume from the 138-kV ERCOT grid through the Point of Interconnection.

C). Notification:

(a) Upon written request from TSP, Generators shall notify the TSP in writing as to which ERCOT Qualified Scheduling Entity ("QSE") the Plants will be scheduling through.

(b) Upon written request from TSP, Generators shall supply notification to the TSP identifying their retail service provider 120 days prior to their In-Service Date and Generators shall supply notification to the TSP 60 days prior to any changes in their retail service provider, thereafter.

(c) In the event of any interruption of service, TSP shall provide prompt notice to the common dispatch resource or point of contact (as noted below) for Generators, of cause of such interruption and an estimation of when the Plants may be re-connected to the TSP.

(d) As a result of Generator 1's joint use of portions of the GIF with Generator 2, it is expressly agreed that, to the extent either of the Generators desire to refer an operational matter to a QSE in accordance with the ERCOT Protocols, both Generators must refer such communications to a single, common QSE.

(e) Generator Dispatch Resource - Generators shall have a common dispatch resource or point of contact which shall be staffed 24 hours per day, 7 days per week by personnel capable of making operating decisions and possessing the ability to control the Plants, the Generator 1 Substation, the Generator 2 Substation, the Generator 2 138kV Line, the Generator 1 138kV Line and their GIF, including making voltage adjustments. TSP's dispatch center personnel will communicate with this common dispatch resource via the telephone and fax numbers shown in item (a) of Amended and Restated Exhibit "D".

(f) Generators will designate a single common person with whom TSP may communicate on matters not requiring dispatch center communications. Such contact person is designated in item (b) of Amended and Restated Exhibit "D".

D). Substation Land, Easements and Access Road Provisions:

(a) Pursuant to the Agreement, TSP has acquired the land for the LCRA TSC Tunas Creek Substation ("Substation Site") as generally depicted in Amended and Restated Exhibit "C3". The Substation Site is generally described as an area of approximately 5.2 acres between structures 82 and 83 of LCRA TSC's T449 138kV transmission line.

(b) Likewise, TSP has acquired easements providing good and adequate rights of vehicular ingress and egress to and from a public road and for access rights for necessary overhead and underground utility services and communication services to the Substation Site generally depicted as the "Easement Area" in Amended and Restated Exhibit "C3".

(c) Additionally, Generators shall, at no cost to TSP, acquire, on behalf of TSP, a separate stand-alone transmission easement, in a form acceptable to TSP, providing access rights for the portion of the TIF previously mentioned in item 8. C) above and as generally depicted as the "Transmission Easement Area" in Amended and Restated Exhibit "C3". If Generators are unable to acquire said stand-alone transmission easement prior to

TSP's In-Service date as shown in Amended and Restated Exhibit "B", Generators shall temporarily assign to TSP any access rights currently held under the Generators' lease agreement with the landowner that TSP deems necessary for the installation of these TSP's transmission facilities.

(d) Generators shall, at no cost to TSP, release any encumbrance that Generators may have on the acquired Substation Site, access road and utility services easement, and future transmission easement(s) between the Substation Site and the public roadway.

13. Special Operating Conditions:

A). Quality of Power. Generators shall provide a quality of power into the TSP system consistent with the applicable ERCOT Requirements and NERC guidelines.

B). Harmonics. The Generators' alternating current generating system must have a frequency of 60 Hz, be designed for balanced three-phase operation, not cause unreasonable imbalance on the ERCOT system or the TSP Substation equipment, and adhere to the recommendations in Institute of Electrical and Electronic Engineers Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems (IEEE 519), or its successor.

C). Voltage, Frequency and Reactive Support.

(a) Generators shall have and maintain the reactive capability as required in the ERCOT Requirements.

(b) Generators shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the ERCOT requirements for Voltage Ride Through (VRT) capability.

(c) Generators shall be equipped with both frequency and voltage controls and shall be operated in synchronism with the TSP's system with such controls in service. Generators shall notify the TSP at any such time that such controls are out of service.

D). ERCOT Operating Arrangements. A special ERCOT-approved operating arrangement such as a Remedial Action Plan or Special Protection System may be required either prior to, or after, Commercial Operation. The terms "Remedial Action Plan" and "Special Protection System" shall have the meanings as set forth in the ERCOT Requirements. TSP and ERCOT will examine the need and feasibility of these arrangements in cooperation with the Generators. In the event that ERCOT determines that such an arrangement is required, then TSP, ERCOT, and Generators will cooperate to design and install the necessary facilities, to be operational for the duration of the period where such Remedial Action Plan or Special Protection System may be necessary.

E). Back-up Power during Point of Interconnection Outage. The Generators acknowledge that this Point of Interconnection may not always be available due to maintenance or other outage activities and at these times of unavailability the loss of both generator

output and power delivery to the Generators will not be the responsibility of the TSP. The Generators are responsible for providing any back-up power sources that they may require due to the unavailability of this Point of Interconnection for any period of time.

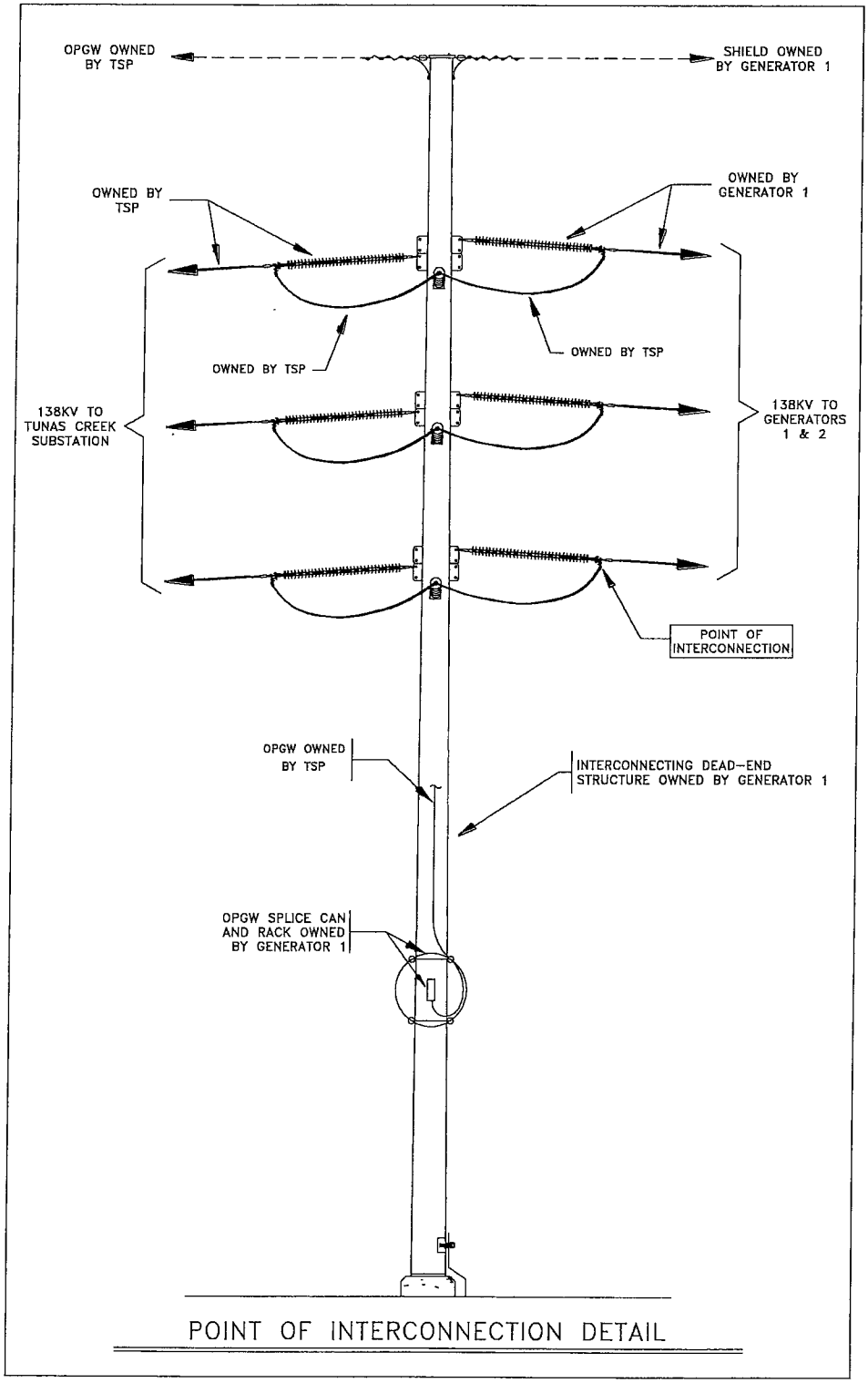
F). With respect to the ownership of Phase I and Phase II by Generator 1 and Generator 2, as applicable:

a. Generator 2 hereby agrees to be bound by and perform all obligations of Generators under the Agreement to the extent such obligations expressly relate to Phase II and such obligations are severable from the obligations of Generator 1 with respect to Phase I (the "Generator 2 Obligations"); it being expressly understood that Generator 1 retains all obligations under the Agreement to the extent such obligations relate to Phase I even though the performance of such obligations may also benefit Phase II. Generator 1 agrees to indemnify TSP for any failure for Generator 2 to perform the Generator 2 Obligations.

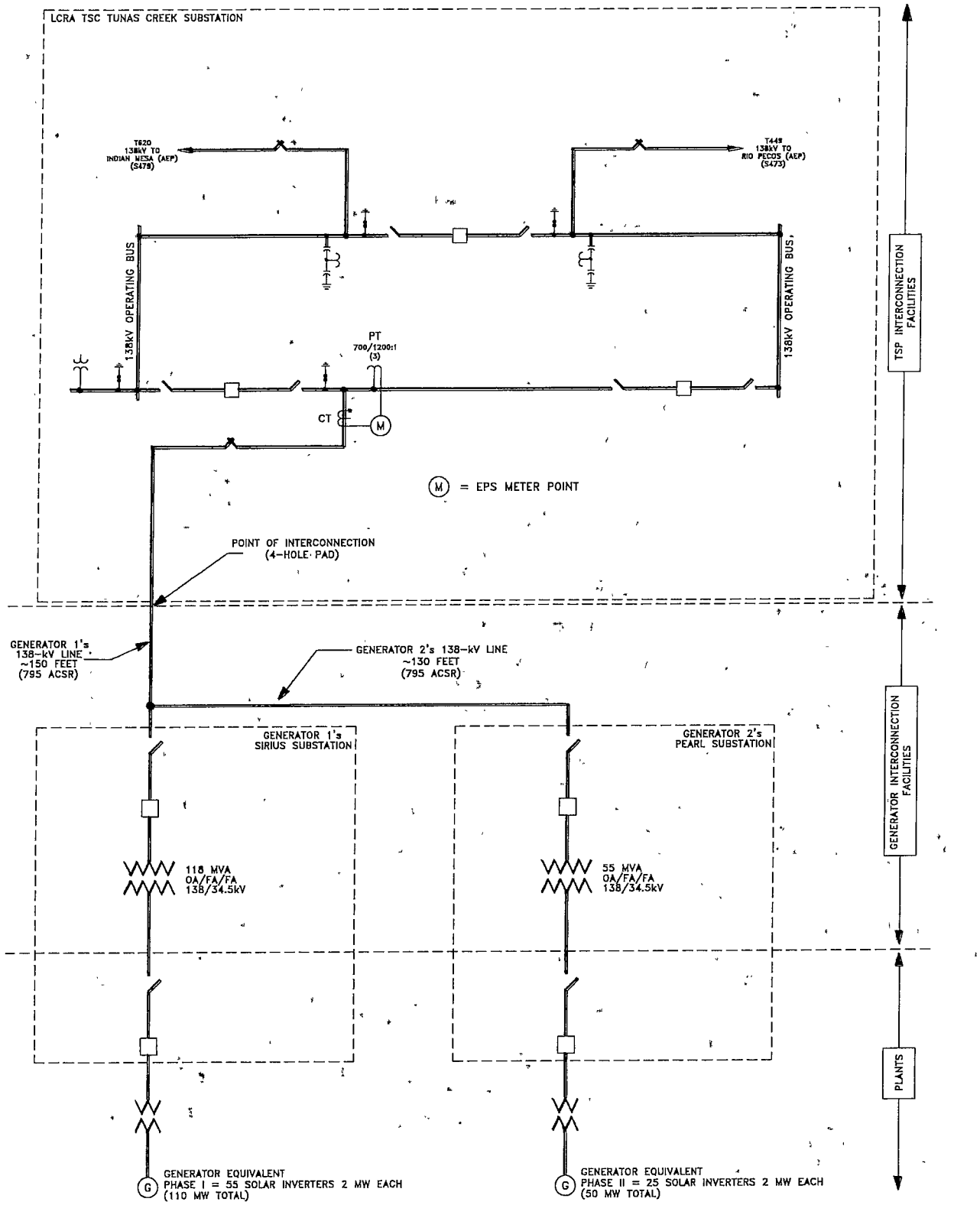
b. Assignments of this Agreement may be made in accordance with Amended and Restated Exhibit "A", Section 10.17. In the event that Generator 2 decides to abandon or otherwise permanently discontinue operations ("Abandonment") at Phase II, Generator 2 shall give written notice thereof to each of Generator 1 and TSP. Upon such assignment or Abandonment, the Parties agree to amend the Agreement to define the Plants and their ownership as then in operations and connected to the TIF.

c. Each of TSP, Generator 1, and Generator 2 shall make certain that each other Parties are copied on notices given pursuant to the terms of the Agreement.

Amended and Restated Exhibit "C1"
Point of Interconnection Details



Amended and Restated Exhibit "C2"
One Line Diagram – TSP Interconnection Facilities, Generation Interconnection Facilities and the Plants



Amended and Restated Exhibit "C3"
Substation Location – TSP Interconnection Facilities

Amended and Restated Exhibit "D"
Notice and EFT Information of the ERCOT Standard Generation Interconnection Agreement

(a) Dispatch Center Communications:
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:

Operational/Confirmation Fax (512) 385-2146

24 Hour Telephone (800) 223-7622

If to Generators:

Operational/Confirmation Fax at Generator Dispatch Resource: 210-453-3240

24 Hour Telephone: 210-453-3129

(b) Routine Communications other than dispatch center communications:

If to Transmission Service Provider:

LCRA Transmission Services Corporation
Attn: Transmission Operations Manager
P.O. Box 220
Austin, TX 78767
E-mail: bill.hatfield@lcra.org

If to Generators:

OCI Alamo 6 LLC
Attn: John Huffaker, Vice President of Commercial Operations
300 Convent Street
San Antonio, TX 78205
E-mail: jhuffaker@ocisolarpower.com
Phone: 210-453-3129; alternative: 210-453-3120

(c) Formal Notices:

If to Transmission Service Provider:

LCRA Transmission Services Corporation
Attn: LCRA Transmission Design Director
P.O. Box 220
Austin, TX 78767
Fax: (512) 578-4193
Phone: (512) 578-4534
E-mail: ray.pfefferkorn@lcra.org

If to Generator 1:

OCI Alamo 6 LLC
Attn: John Huffaker, Vice President of Commercial Operations
300 Convent Street
San Antonio, TX 78205
Fax: 210-453-3240
Phone: 210-453-3129; alternative: 210-453-3120
E-mail: jhuffaker@ocisolarpower.com

If to Generator 2:

OCI SOLAR TRE LLC
Attn: John Huffaker, Vice President of Commercial Operations
300 Convent Street
San Antonio, TX 78205
Fax: 210-453-3240
Phone: 210-453-3129; alternative: 210-453-3120
E-mail: jhuffaker@ocisolarpower.com

Amended and Restated Exhibit "E"
Security Arrangement Details

In accordance with the dates in Amended and Restated Exhibit "B" Generator 1 shall cause to be established pursuant to Section 8.3 of Amended and Restated 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 Generators that Commercial Operation for either Plant 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 Amended and Restated Exhibit "E" and otherwise acceptable to TSP and Generator 1, which acceptance shall not be unreasonably withheld, in the amounts and for the periods set forth below.

In accordance with Section 8.3 of Amended and Restated 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.

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 1 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 1 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 1 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 amount of $2,700,000 for Design and Procurement	December 17, 2014	December 31, 2017
Additional Amount of $1,500,000 for Construction to bring Total to $4,200,000	June 1, 2015	December 31, 2017

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 1-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 suffers a credit rating reduction to less than "A-" by Standard & Poor's or "A3" by Moody's Investor Service, Generator 1 shall replace that Letter of Credit with another Letter of Credit of the same amount and with the same beneficiary from another TSP-approved bank of Generator 1's choice within fifteen Business Days of the date of such reduction in rating. Failure to deliver a replacement Letter of Credit 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.