



Control Number: 35077



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Project No. 35077

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**Amendment to the
Amended and Restated
ERCOT Standard Generation
Interconnection Agreement**

Between

LCRA Transmission Services Corporation

and

Alamo 6, LLC (f/k/a OCI Alamo 6 LLC)

and

OCI Solar TRE LLC

**Dated
June 2, 2017**

**AMENDMENT TO THE
AMENDED AND RESTATED
ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT**

This Amendment to the Amended and Restated Standard Generation Interconnection Agreement ("Second Amendment") is made and entered into this 2nd day of June, 2017 between LCRA Transmission Services Corporation ("Transmission Service Provider" or "TSP"), Alamo 6, LLC (f/k/a 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".

WHEREAS, the Transmission Service Provider and the Generators entered into that certain Amended and Restated ERCOT Standard Generation Interconnection Agreement on August 16, 2016 (the "Agreement");

WHEREAS, Generator 1 notified TSP on February 1, 2017 of its name change to Alamo 6 LLC;

WHEREAS, Generator 1 notified TSP on March 17, 2017 that it had achieved Commercial Operation status with ERCOT;

WHEREAS, TSP timely returned the entire Security to Alamo 6 Solar Holdings account for Generator 1 in the amount of \$4,209,506.94, which included interest in accordance with the Agreement;

WHEREAS, Generator 2 notified TSP of a change in its scheduled Commercial Operation date which also influences other dates on Exhibit B for Generator 2; and

WHEREAS, the Parties wish to update the contact information on Exhibit D.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit "B" is deleted in its entirety and the Exhibit "B" attached to this Second Amendment is hereby added to the Agreement in lieu thereof.

2. Exhibit "B" attached to this Second Amendment will become effective upon execution of this Second Amendment by the Parties.

3. Exhibit "C" Section 5 is deleted in its entirety and replaced with the following:
"5. Type of Generating Unit:

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

KACO BPI000 1.0-MW/1.0 MVA solar inverters

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

KACO BP1000 1.0-MW/1.1 MVA solar inverters”

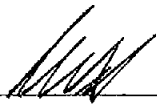
4. Exhibit “D” is deleted in its entirety and the Exhibit “D” attached to this Second Amendment is hereby added to the Agreement in lieu thereof.

5. Exhibit “D” attached to this Second Amendment will become effective upon execution of this Second Amendment by the Parties.

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

Alamo 6 LLC

Signature: 

By: Richard Weech

Title: SVP & CFO

Date: MAY 24, 2017

LCRA Transmission Services Corporation

Signature: 

By: Sergio Garza, P.E.

Title: Vice President, LCRA Transmission Design and Protection

Date: JUNE 02, 2017

OCI SOLAR TRE LLC

By: 

Signature: Henrik Song

Title: Senior Director, EPC

Date: 5/24/2017



Exhibit "B"
Time Schedule
Second Amendment

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 Alamo 6 LLC)
In - Service Date(s): **March 31, 2016 – Completed**

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

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

Phase II/Plant 2 (Additional 50-MW – To Be Owned By OCI SOLAR TRE LLC)
In - Service Date(s): **July 31, 2017**

Scheduled Trial Operation Date: **August 2, 2017**

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

If Generator 2: i) notifies TSP that it does not intend to complete the full build-out of its Plant to achieve Commercial Operation as set forth in this Second Amendment Exhibit "B"; or ii) fails to complete the Commercial Operation of its Plant by September 30, 2018; then the Agreement shall be amended to define the Plants in Exhibit "C" Item 4 to mean the Plants as then constructed and connected to the TIF (in no case more than 160 MW in aggregate) and shall exclude any uncompleted portion of the Generator 2 Plant that remains to be built-out.

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.

**Exhibit "D" Notice and EFT Information
of the ERCOT Standard Generation Interconnection Agreement
Second Amendment**

(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 SOLAR TRE 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 Vice President, Transmission
Design and Protection
P.O. Box 220
Austin, TX 78767
Fax: (512) 578-4193
Phone: (512) 578-4149
E-mail: sergio.garza@lcra.org

If to Generator 1:

Alamo 6 LLC
c/o BHE Renewables, LLC
Attn: Joe Bannon
1850 N. Central Ave., Suite 1025
Phoenix, AZ 85004
Fax:
Phone: (602) 271-5634
E-mail: jbannon@bherenewables.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