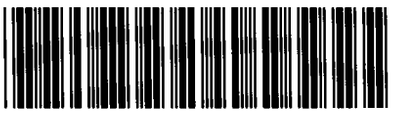

Control Number: 35077

Item Number: 841

Addendum StartPage: 0

Project No. 35077

Amendment No. 1

ERCOT Standard Generation Interconnection Agreement

Between

LCRA Transmission Services Corporation

and

Core Solar SPV V LLC

Dated
May 1, 2018

441

FIRST AMENDMENT TO
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This First Amendment ("Amendment") is made and entered into this 1st day of May 2018, by and among the LCRA Transmission Services Corporation ("Transmission Service Provider" or "TSP") and Core Solar SPV V LLC ("Generator"), collectively referred to hereinafter as the Parties.

WHEREAS, the Transmission Service Provider and the Generator entered into that certain ERCOT Standard Generation Interconnection Agreement executed December 4, 2015 (the "Agreement");

WHEREAS, pursuant to Sections 4.2 and 4.3 of the Agreement, Generator has provided TSP with security and written authorization to proceed with the design, procurement and construction of the TIF as detailed in Exhibit "C";

WHEREAS, the Generator notified TSP of a delay in the Commercial Operation date as originally contemplated in the Agreement; and

WHEREAS, the TSP desires to revise the proposed TIF by relocating certain EPS metering facilities from the Generator's proposed step-up substation to the proposed TSP Substation.

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

1. Exhibits "B", "C", "C1", "C2", "C3", "D" and "E" are deleted in their entirety and the Exhibits "B", "C" , "C1", "C2", "C3", "D" and "E" attached to this First Amendment are hereby added to the Agreement in lieu thereof.

2. Exhibits "B", "C", "C1", "C2", "C3", "D" and "E" attached to this First Amendment will become effective upon execution of this First 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.

– Remainder of page has intentionally been left blank. –

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

Core Solar SPV V LLC

Signature: _____
By:
Title: VICE-PRESIDENT

Date: 4/23/18

LCRA Transmission Services Corporation

Signature: _____
By: Sergio Garza, P.E.
Title: Vice President, LCRA Transmission Design and Protection

Date: 05/01/2018

Exhibit "B"
Time Schedule

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

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

Date by which Generator must provide to TSP written notice to proceed and full security, as specified in Section 4.2 and 4.3 of Exhibit A, so that TSP may maintain schedule to meet the In-Service Date: **December 17, 2015. – Completed Prior to First Amendment**

In - Service Date(s): **September 31, 2019**

Scheduled Trial Operation Date: **October 1, 2019**

Scheduled Commercial Operation Date: **December 1, 2019**

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 "C"
Interconnection Details

1. Name: Upton Solar

2. Point of Interconnection location: The Point of Interconnection will be at the new TSP Sonne Substation ("TSP Substation") located in Upton County, TX along the existing TSP 138kV transmission line T554, at the approximate location shown in Exhibit "C3". The Point of Interconnection, shown on Exhibit "C1" and Exhibit "C2" shall be the physical point where the TSP Sonne 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 the Generator's 138kV line connects to Generator's interconnect structure.

3. Delivery Voltage: 138-kV

4. Number and size of Generating Units ("The Plant"): The Plant is a solar generation facility with one Point of Interconnection to the grid. The nominal Plant rating will be approximately 102-MW of AC power (with a maximum rating of 112-MW) at the Point of Interconnection.

5. Type of Generating Unit: 51 photovoltaic inverters rated at 2.00-MW each.

6. Metering and Telemetry Equipment:

   A). TSP's ERCOT polled settlement ("EPS") metering shall be located at the TSP Substation. 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 shall also be installed by the TSP for the EPS metering. An EPS metering panel containing primary and backup EPS meters shall be furnished by the TSP and will be located in the TSP Substation.

   B). Multi-ported RTU(s) shall be furnished by the Generator at the Generator's interconnection substation(s) as part of the GIF and will have dedicated communication port(s) available to provide breaker status, energy and other telemetry data to TSP and ERCOT as required by the ERCOT Nodal Operating Guides. The Generator is responsible for determining and providing all their RTU communications needs.

7. Generator Interconnection Facilities: The Generator will provide, at a minimum, the following major equipment for the Generator Interconnection Facilities:

A). One 138-kV radial circuit approximately 500-feet in length consisting of 795-kcmil ACSR phase conductors rated at 235-MVA with necessary material to dead-end and connect to Generator's interconnect structure at the Point of Interconnection and to Generator's interconnection substation;

B). Fiber optic cable (Corning SMF-28e or equivalent 24 fiber, single-mode, fiber optic OPGW) or other data communications link reasonably acceptable to TSP from Generator's interconnection substation(s) control building to the Generator's OPGW cable splice box on the Generator's interconnect structure at the Point of Interconnection;

C). A full tension, dead-end, 138-kV line structure (Generator's interconnect structure) located near the TSP Substation (Generator shall coordinate the height of this structure, the arrangement of the phases, and the location of the structure with TSP);

D). Generator's interconnection substation(s) including control building(s), 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's portion of the 138-kV line that will coordinate with the line protection panel(s) at TSP's North McCamey substation as well as the future TSP Sonne substation.

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

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

8. Transmission Interconnection Facilities:

The TIF shall consist of the following:

A). One (1) 138-kV Sonne Substation;

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

C). Five (5) substation A-frame structures within TSP Substation site with accommodations for mounting OPGW rack and fiber optic splice box;

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

E). Three (3) 138-kV, 2000A three-pole line disconnect switches with tubular stands and foundations;

F). Three (3) 138-kV Metering Accuracy Voltage Transformers;

G). Three (3) 138-kV Extended Range Current Transformers;

H). One (1) EPS metering panel;

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

J). Communication panel(s)

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

9. Communications Facilities: The Generator 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 Plant and Generator Interconnection Facilities with the transmission system. The Generator shall own, and be responsible for the installation, operation, and maintenance of fiber optic communication facilities between the Generator's transmission voltage substations and the Generator's interconnect structure outside the TSP Substation complete with cable splice boxes for utilization by both Generator and TSP. Generator will complete the OPGW termination and dress out inside the Generator provided fiber splice box that Generator shall mount on Generator's interconnect structure. Generator shall accommodate a water-tight entry for the TSP provided OPGW in the Generator provided fiber splice box. TSP will provide the splicing of fibers within the fiber splice box at the Generator's interconnect structure to effectively splice the TSP provided OPGW with the OPGW provided by the Generator on its 138-kV radial line. The Generator shall provide the dedicated channels or fiber pairs for 138-kV line protective relaying and special protection system communications, as needed. Voice communications provided by the Generator shall at a minimum include one POTS (plain old telephone service) or equivalent voice circuit in the Generator's substation control buildings.

10. System Protection Equipment:

A). TSP shall modify the existing protective relay package and relay settings at the TSP's North McCamey substation to accommodate the tap of the Generator's new 138-kV radial line. The Generator shall coordinate any necessary pilot relaying with TSP.

B). Generator shall provide a line protection panel for Generator's 138-kV line at the Generator's interconnection substation, which will coordinate with the line protection panel(s) at the TSP's North McCamey substation as well as future line protection panel(s) at the TSP's Sonne substation.

C). Generator shall be responsible for the proper synchronization of its facilities with the TSP transmission system, in accordance with ERCOT guidelines.

D). The Plant 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 Generator shall be responsible for protection of its facilities. In particular Generator 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 Plant and the Generator Interconnection Facilities, Generator 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.

E). The Plant 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, Generator shall, at its 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.

F). The Generator's 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.

G). Generator 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 disturbance and fault monitoring for both Generator and TSP shall be consistent with the disturbance monitoring requirements described in the ERCOT Requirements and NERC standard.

H). Prior to modifying any relay protection system design or relay setting involving the connecting facilities between the two Parties, Generator 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.

I). 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. Generator 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 and the ERCOT system.

J). The Generator shall provide in PSSE or Aspen One-Liner format the short circuit model for 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. Generator data submitted in accordance with Section 7.3 of Exhibit "A" shall include, but not be limited to, (1) a detailed one-line diagram of the proposed Plant 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 generators to be served by each collector bus, (4) size, make and model of each generator, (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 Plant and onto the transmission grid.

11. Inputs to Telemetry Equipment: GIF disconnect devices status, 138-kV line protection/relay status, and 138-kV line MegaWatts, MegaVars, KiloVolts and Amperes.

12. Supplemental Terms and Conditions:

A). Device Numbers, Switching and Clearance:

(a) Generator 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 operation of the Plant, 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 the Generator desires to have the ability to operate any directly connected TSP facilities for emergency operations switching, the TSP will provide transmission switching training to Generator personnel along with a copy of the TSP's transmission operations procedure manual ("Red Book") and any subsequent amendments thereto. Generator personnel or their designated agents that are to perform switching of the directly connected TSP facilities must be on the TSP authorized switching list. Generator 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) Generator and TSP will collaborate and reach mutual agreement on the establishment of: i) unique name(s) for the Generator's 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 Generator; and iii) unique names for Generator's generating units, in accordance with ERCOT Requirements. Generator will submit to TSP, within thirty (30) days after execution of this Agreement, its proposed name(s), as referenced in this paragraph. Generator 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. Generator will not change any of the names or device numbers, established pursuant to this paragraph, without written approval of TSP. Generator 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 the other Party reasonable access to inspect such records.

B). No Retail Sale of Electricity to Generator by TSP: TSP considers the energy and power that the Plant 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. Generator shall make necessary arrangements with the appropriate retail supplier for the energy and power that the Plant and Generator Interconnection Facilities may consume from the 138-kV ERCOT grid through the Point of Interconnection.

C). Notification:

(a) Generator shall supply notification to the TSP identifying its Qualified Scheduling Entity (QSE) 120 days prior to the In-Service Date and Generator shall supply notification to the TSP 60 days prior to any changes in QSE, thereafter.

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

(c) In the event of any interruption of service, TSP shall provide prompt notice to Generator of cause of such interruption and an estimation of when the Plant may be re-connected to the TSP.

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

(a) The proposed site for the TSP Sonne Substation ("Substation Site") is generally described as an area of approximately 5 acres of land near highway 305 located approximately 3.8 miles south of the city of McCamey, Texas and along the TSP's existing 138-kV T554 transmission line as shown in Exhibit "C3". If TSP finds the Substation Site acceptable, TSP shall request in writing that the Generator acquire fee title to the Substation Site provided that TSP must reasonably approve deed language before completion of landowner negotiation. TSP shall then acquire from the Generator (using TSP's standard form of deed) the Substation Site property as generally depicted in Exhibit "C3". Said acquisition shall be subject to TSP's reasonable review and acceptance of a field survey, plat, legal documentation, title commitment and title policy acquired on behalf of TSP, archeological research, and an environmental assessment of the Substation Site. In no event shall the Substation Site be subject to any lien or any other encumbrance unacceptable to TSP. Upon acquisition, TSP shall pay the Generator an amount for the Substation Site equal to its market value as reasonably determined by TSP.

(b) Generator shall also acquire non-exclusive easements (using TSP's standard form of easement and where TSP must approve easement language before completion of landowner negotiation), for the benefit and use of TSP, 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 TSP's Substation Site as generally depicted in Exhibit "C3" ("Access Easements"). The Access Easements acquired by Generator shall provide TSP non-exclusive rights to use the same in common with Generator, to the extent such serve or provide access to Generator's facilities. The applicable Access Easements shall provide that Generator shall, in a manner reasonably acceptable to TSP, build and maintain the access road from highway 305 to Generator's step-up substation as generally depicted in Exhibit "C3" ("Generator's Plant Access Road") for the benefit and use of TSP and Generator. TSP shall build and maintain the TSP's Substation Site access road adjacent to the TSP's T554 transmission line, as shown on Exhibit "C3". TSP shall pay the Generator an amount for the TSP's Access Easements equal to its market value as reasonably determined by TSP. The Access Easements shall be stand-alone easement agreements and shall survive termination of this Agreement and shall be properly recorded in a manner reasonably acceptable to TSP.

(c) Generator shall also acquire and convey to TSP, a separate stand-alone transmission easement, in a form approved by TSP, including access rights for the portion of the TIF previously described in item 8. B) above and as generally depicted as the "Transmission Easement Area" in Exhibit "C3" ("Transmission Easement"). TSP shall pay the Generator an amount for the TSP's Transmission Easement equal to its market value as reasonably determined by TSP. The Transmission Easement shall be a stand-alone easement agreement and shall survive termination of this Agreement and shall be properly recorded in a manner reasonably acceptable to TSP.(d) These necessary real property rights described in (a), (b) and (c) above are required before TSP can commence construction, as contemplated in Exhibit A, Section 4.3. Therefore, if TSP does not accept the Substation Site, Transmission Easement, and Access Easements or is unable to acquire the Substation Site, Transmission Easement, and Access Easements by **June 30, 2018**, TSP and Generator will work toward finding a site that does meet TSP's approval and will amend this Agreement, including TSP's In-Service Date, as necessary.

(e) Generator shall, at no cost to TSP, release any encumbrance that Generator may have that is unacceptable to TSP on the acquired Substation Site, the Transmission Easement Area, or TSP's interest in the Access Easements between the Substation Site and the public roadway. Any encumbrance on TSP's interest in the Substation Site, Transmission Easement Area, or Access Easements associated with Generator's financing shall be subordinate to the TSP's rights described in (a), (b), and (c) above.

(f) Generator, at no cost to TSP, agrees to prepare by **April 30, 2018**, the surveys, per TSP surveying specifications (including Subsurface Utility Engineering and topographical design survey with minimum of one foot contours of the Substation Site), plats and legal descriptions of the tracts necessary in (a), (b), and (c) above.

13. Special Operating Conditions:

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

B). Harmonics. The Generator's 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 Switchyard 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) Generator shall have and maintain the reactive capability as required in the ERCOT Requirements.

(b) Generator 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) The Generator 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. Generator 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 Generator. In the event that ERCOT determines that such an arrangement is required, then TSP, ERCOT, and Generator 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. This Agreement will be amended to document such arrangement.

E). Back-up Power during Point of Interconnection Outage. The Generator acknowledges 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 Generator will not be the responsibility of the TSP. The Generator is responsible for providing any back-up power sources that it may require due to the unavailability of this Point of Interconnection for any period of time.

F). Sub-synchronous Resonance (SSR) Study. Generator has requested that this Agreement be signed prior to completion of the SSR study associated with this interconnection request. Pursuant to Section 5.4.5.1 of the current ERCOT Planning Guide, the TSP shall complete the SSR study prior to initial synchronization of the plant. The findings of the SSR study may dictate that the Generator and/or TSP install additional facilities to mitigate this vulnerability in conjunction with this interconnection request. ERCOT and TSP shall approve all mitigation plans. Such mitigation may

require additional time for the TSP to meet its In-Service Date and/or it may increase the dollar amount of the Security Instrument required of Generator. If mitigation is required, this Agreement shall be amended to include any additional facilities, additional time, and additional amount of Security. However, Generator may provide ERCOT and TSP documentation that conclusively establishes that the Plant will not be subject to sub-synchronous resonance problems with series compensation on the ERCOT system. ERCOT and TSP shall reasonably determine if such documentation is sufficient to preclude the need for TSP to perform the SSR study. Such documentation shall be supplied by Generator to ERCOT and TSP no later than **August 1, 2018**. In the event that the generator vendor advises Generator that it cannot supply generators for the Plant that are compatible with the transmission system series compensation, the Generator shall notify TSP of such event, which shall be deemed a Default under Section 10.6 of the Agreement.

Exhibit "C1"

Point of Interconnection Details

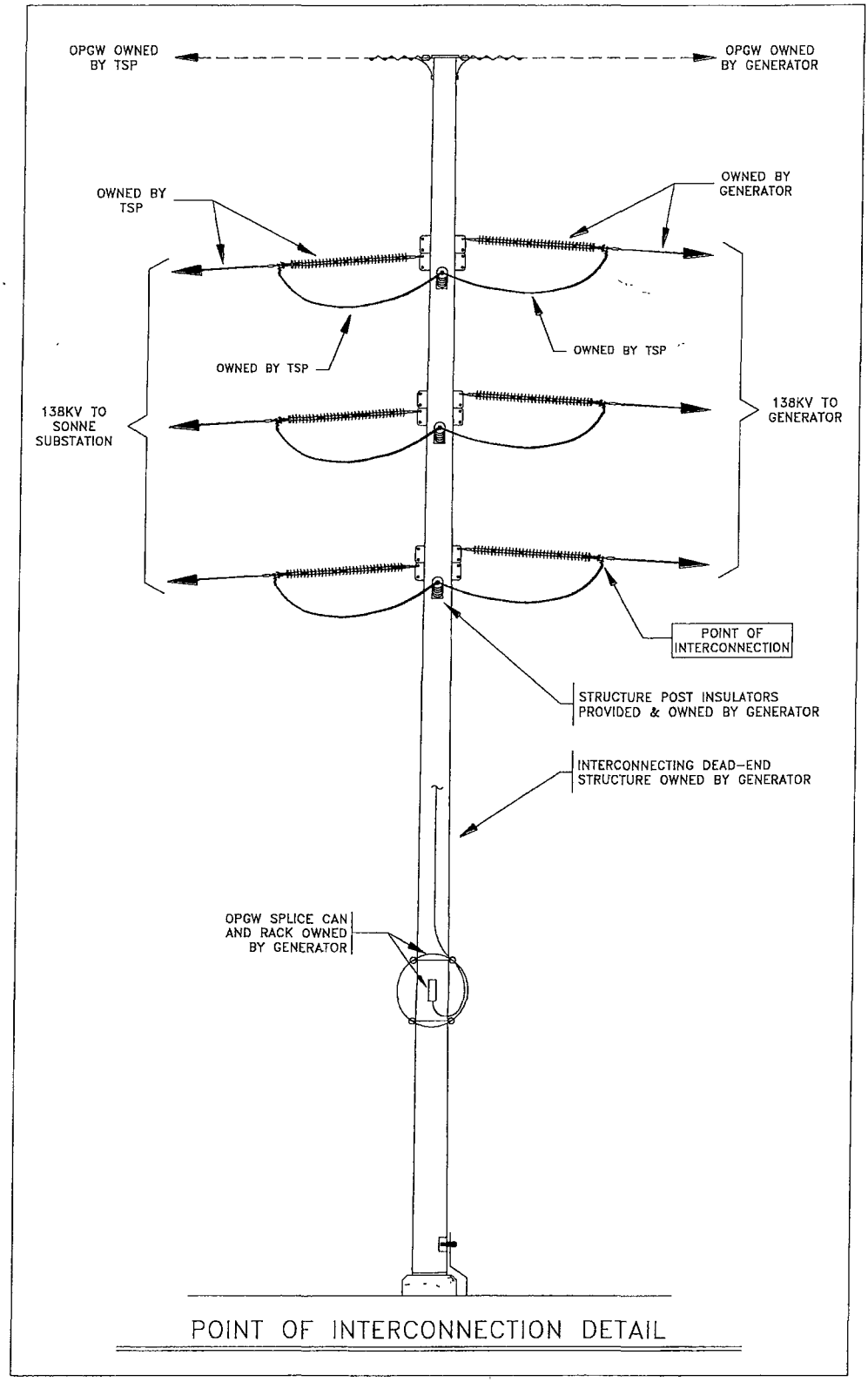

Exhibit "C2"

One Line Diagram – TSP Interconnection Facilities, Generation Interconnection Facilities and The Plant

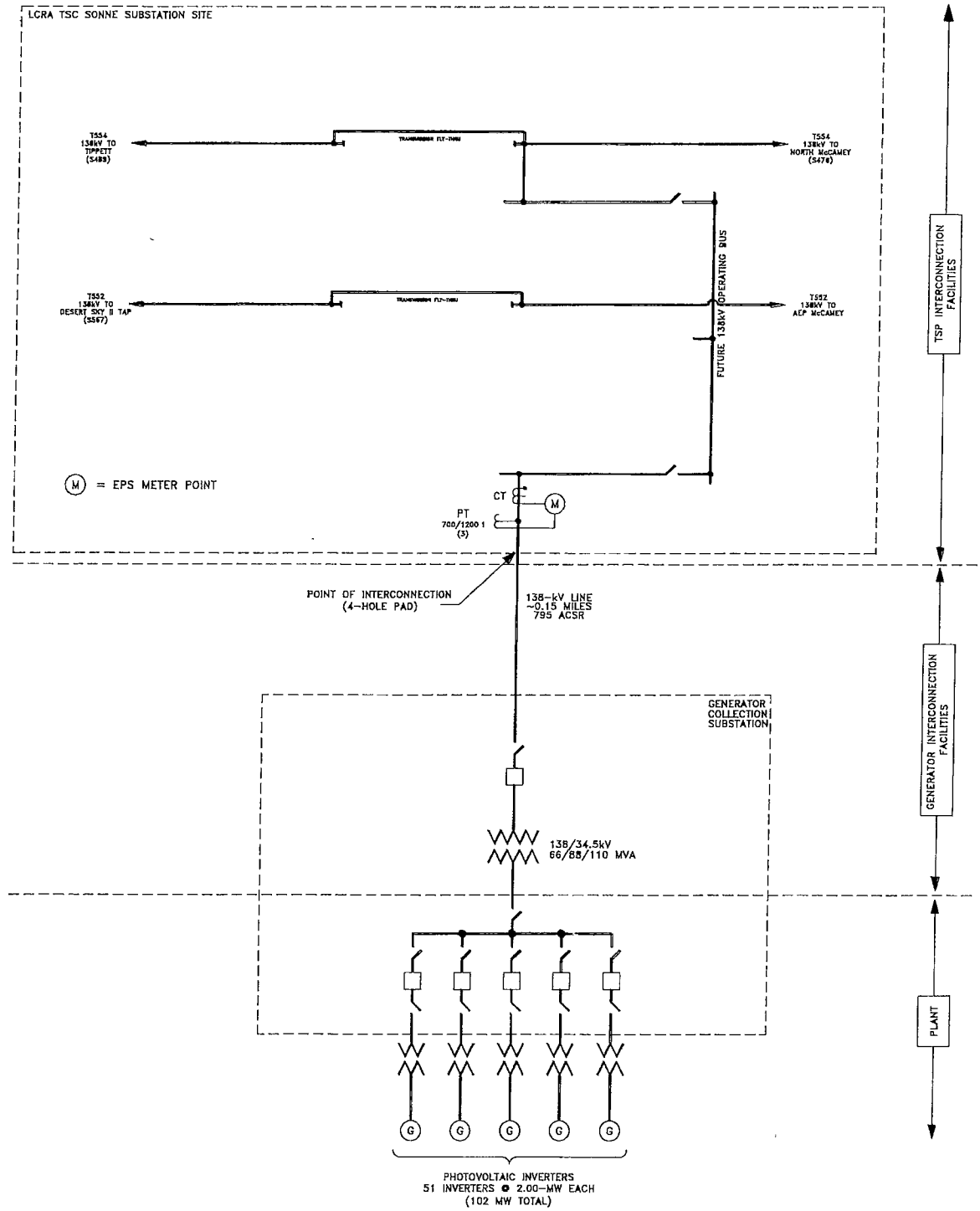

Exhibit "C3"

Sonne Substation Location – TSP Interconnection Facilities

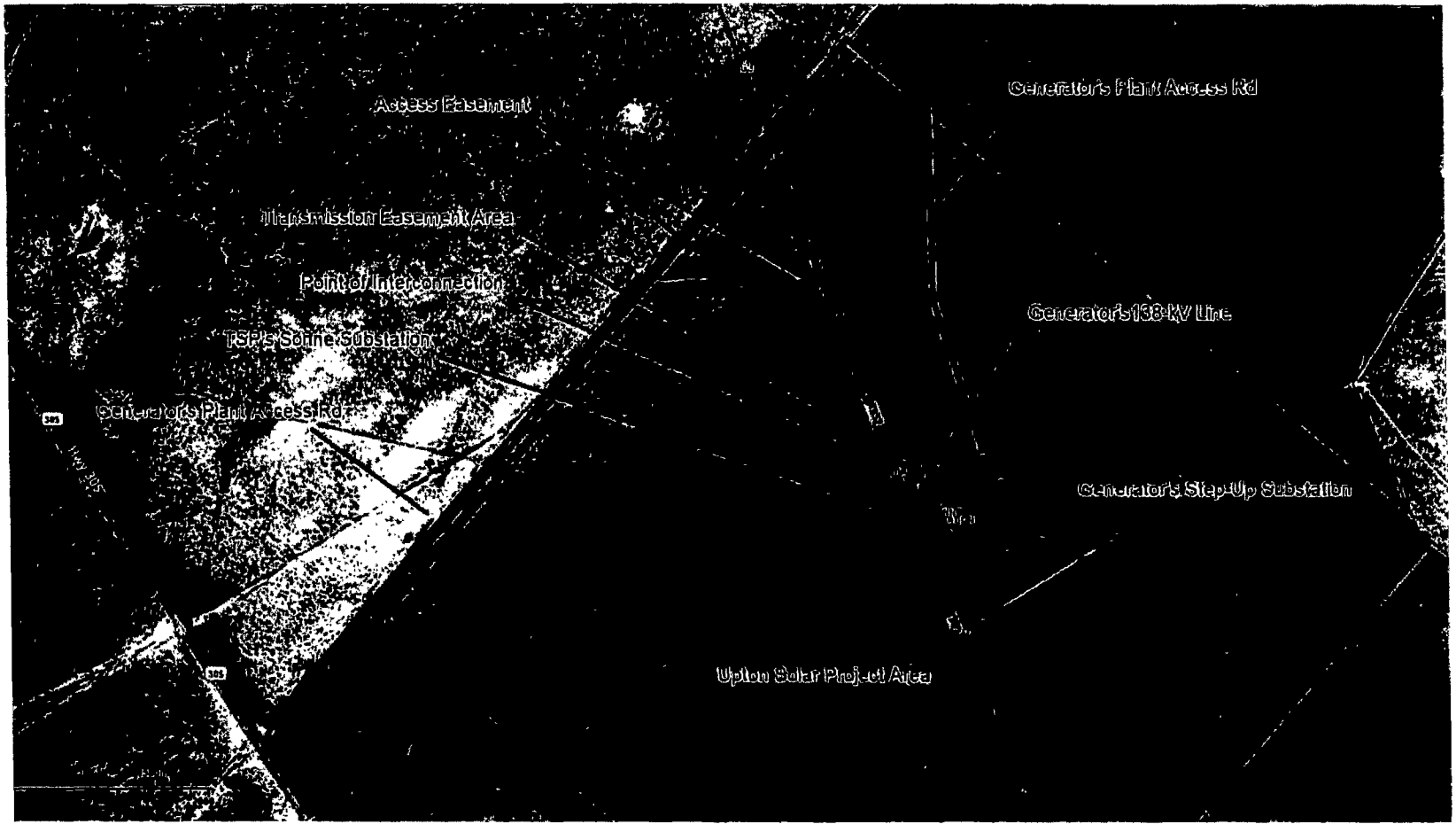

Exhibit "D"
Notice and EFT Information of the ERCOT Standard Generation Interconnection Agreement

(a) All notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:

If to Transmission Service Provider:	If to Generator:
LCRA Transmission Services Corporation	Core Solar SPV V LLC
Attn: Transmission Operations Manager	Attn:
Address: P.O. Box 220	Address:
City, State, Zip: Austin, TX 78767	City, State, Zip:
Operational/Confirmation Fax (512) 385-2146	Operational/Confirmation Fax:
24 Hour Telephone (800) 223-7622	24 Hour Telephone:
E-mail: john.warren@lcra.org	E-mail:

(b) Notices of an administrative nature:

If to Transmission Service Provider:	If to Generator:
LCRA Transmission Services Corporation	Core Solar SPV V LLC
Attn: Vice President, LCRA Transmission Design & Protection	Attn: Managing Director, Development
Address: P.O. Box 220	Address: 1414 Harbour Way South, Suite 1901
City, State, Zip: Austin, TX 78767	City, State, Zip: Richmond, CA 94804
Fax: (512) 578-4193	Fax: (510) 540-0522
Phone: (512) 578-4149	Phone: (503) 416-2931; alternative: (805) 845-9450
E-mail: sergio.garza@lcra.org	E-mail: scott.piscitello@sunpower.com

(c) Notice for statement and billing purposes:

If to Transmission Service Provider:	If to Generator:
Company Name (Same as (b) above)	Core Solar SPV V LLC
Attn:	Attn: Accounting
Address	Address: 1414 Harbour Way South, Suite 1901
City, State, Zip	City, State, Zip: Richmond, CA 94804
Phone: _____	Phone: (805) 845-9450; alternative: (805) 403-8916
E-mail _____	E-mail: AccountsPayable@sunpower.com

(d) Information concerning Electronic Funds Transfers:

If to Transmission Service Provider:	If to Generator:
Bank Information: - To be supplied later	Bank Information: - To be supplied later
City, State	City, State:
ABA No	ABA No.
for credit to	for credit to
Account Name:	Account Name:
Account No.	Account No.

Exhibit "E"
Security Arrangement Details

In accordance with the dates in Exhibit "B" Generator shall cause to be established pursuant to Section 8.3 of Exhibit "A", and shall at all times through the earlier of (i) five (5) Business Days after the date upon which TSP receives written notification from Generator that Commercial Operation has been achieved or (ii) ninety (90) days after the termination of the Agreement in accordance with its terms (the earlier of which shall be the "Final Expiration Date"), cause to be maintained in full force and effect a Letter of Credit (as defined below), cash deposit or other security reasonably acceptable to TSP ("Security Instrument") for the benefit of TSP in the amounts and for the periods set forth below.

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

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

Generator may replace a cash deposit with a Letter of Credit after review and acceptance of a Letter of Credit from a bank acceptable to TSP. TSP shall return the cash deposit to Generator in exchange for the Letter of Credit once the Letter of Credit is fully acceptable to TSP. Generator may also replace a Letter of Credit as needed provided such replacement complies with this Exhibit "E".

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

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

Maximum Stated Amount	Effective Date	Expiration Date
Security amount of **$3,820,000** for Design, Material Procurement and construction for the TIF	December 17, 2015	February 1, 2021

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.

Generator may establish a Letter of Credit that expires prior to the Expiration Date in the table above (February 1, 2021) provided that the Letter of Credit has a provision that TSP may draw on the Letter of Credit if the Letter of Credit will expire in sixty (60) calendar days or less and the

Generator has not provided an alternate Security Instrument ("Short Security Provision"). If the TSP does draw due to this Short Security Provision and the Agreement has not been terminated then the amount drawn will be considered a cash deposit Security Instrument for the purposes of this Exhibit "E".

"Letter of Credit" shall mean an irrevocable, transferable letter of credit, issued by a Generator-selected and TSP-approved (which approval shall not be unreasonably withheld), major U.S. commercial bank or a major foreign commercial bank with a U.S. branch office with a credit rating of at least "A-" by Standard & Poor's or "A3" by Moody's Investor Service ("Bank"). A Bank approved by TSP for the initial Letter of Credit shall be deemed approved for a subsequent Letter of Credit absent any adverse change in credit rating between the initial Effective Date and the Effective Date for such subsequent Letter of Credit. An adverse change in credit rating shall be deemed to have occurred if the issuer of the then current Letter of Credit has a credit rating of less than "A-" by Standard & Poor's or "A3" by Moody's Investor Service. If the issuer of the current Letter of Credit suffers such adverse change in credit rating, it shall no longer be a TSP-approved Bank for purposes of issuing a Letter of Credit 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(s) of Credit suffers a credit rating reduction to less than "A-" by Standard & Poor's or "A3" by Moody's Investor Service, Generator shall replace that Letter(s) of Credit with another Letter(s) of Credit of the same amount and with the same beneficiary from another TSP-approved bank of Generator's choice, or a cash deposit of the same amount, within fifteen Business Days of the date of such reduction in rating. Failure to deliver a replacement Letter(s) of Credit or cash deposit 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.