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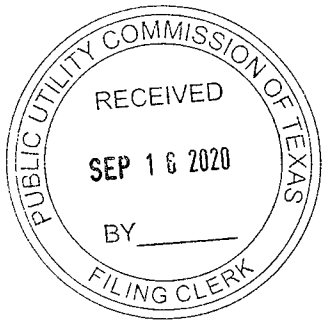

PUC Project No. 35077

First Amendment to the

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

Between

LCRA Transmission Services Corporation

and

225DD 8me LLC (Galloway Solar I)
and 224WB 8me LLC (Galloway Solar II)

Dated
July 30, 2020

1144

FIRST AMENDMENT TO
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This First Amendment ("First Amendment") is made and entered into this 30th day of July, 2020, by and among the LCRA Transmission Services Corporation ("Transmission Service Provider" or "TSP") and 225DD 8me LLC ("Galloway Solar I") and 224WB 8me LLC ("Galloway Solar II"), hereinafter individually referred to as "Party," and collectively referred to as "Parties." Except as expressly set forth herein, with respect to terms and conditions under this Agreement applicable to the construction, testing, maintenance, payment, and operation of the specific Plants, all references in this Agreement to "Generator" or "Generators" will mean the respective Plant owner. All other references in this Agreement to "Generator" or "Generators" will mean Galloway Solar I and Galloway Solar II. In consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

WHEREAS, the Transmission Service Provider Generator entered into that certain ERCOT Standard Generation Interconnection Agreement executed December 20, 2019 (the "Agreement");

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

WHEREAS, Generator notified TSP of a delay in the In-Service Date, Trial Operation Date, and Commercial Operation date as originally contemplated in the Agreement.

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

2. This Amendment will become effective upon execution by both Parties.

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

[Signature page to follow]

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.

225DD 8me LLC

By: Thomas Buttgenbach

Signature _____

Title: President

Date: Jul 30, 2020

224WB 8me LLC

By: Thomas Buttgenbach

Signature: _____

Title: President

Date: Jul 30, 2020

LCRA Transmission Services Corporation

By: Sergio Garza, P.E.

Signature: _____

Title: Vice President, LCRA Transmission Design and Protection

Date: July 30, 2020

LCRA LEGAL

Exhibit "B"
Time Schedule

Interconnection Option chosen by Galloway Solar I (check one): _X_ Section 4.1.A. or___ Section 4.1.B

If Section 4.1.B is chosen by Galloway Solar I, 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 Galloway Solar I must provide notice to proceed with design, as specified in Sections 4.2, so that TSP may maintain schedule to meet the In-Service Date(s): **April 1, 2019 – Completed**

Date by which Galloway Solar I must provide notice to proceed with procurement, as specified in Sections and 4.2, so that TSP may maintain schedule to meet the In-Service Date(s): **September 4, 2019 – Completed**

Date by which Galloway Solar I must provide notice to proceed with construction, as specified in Sections and 4.3, so that TSP may maintain schedule to meet the In-Service Date(s): **January 3, 2020 - Completed**

In - Service Date(s): **January 5, 2021**

Scheduled Trial Operation Date: **March 2, 2021**

Scheduled Commercial Operation Date: **October 1, 2021**

If Galloway Solar I: 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 Exhibit "B"; or ii) fails to complete the Commercial Operation of its Plant by October 1, 2021, then the Agreement shall be amended to define the Plant(s) in Exhibit "C" Item 4 to mean the Plants as then constructed and connected to the TIF and shall exclude any uncompleted portion of the Plant that remains to be built-out.

Interconnection Option chosen by Galloway Solar II (check one): _X_ Section 4.1.A. or___ Section 4.1.B

If Section 4.1.B is chosen by Galloway Solar II, 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 Galloway Solar II must provide notice to proceed with design, as specified in Sections 4.2, so that TSP may maintain schedule to meet the In-Service Date(s): **April 1, 2019 – Completed**

Date by which Galloway Solar II must provide notice to proceed with procurement, as specified in Sections and 4.2, so that TSP may maintain schedule to meet the In-Service Date(s): **September 4, 2019 – Completed**

Date by which Galloway Solar II must provide notice to proceed with construction, as specified in Sections and 4.3, so that TSP may maintain schedule to meet the In-Service Date(s): **January 3, 2020 - Completed**

In - Service Date(s): **October 5, 2021**

Scheduled Trial Operation Date: **October 19, 2021**

Scheduled Commercial Operation Date: **April 1, 2022**

If Galloway Solar II: 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 Exhibit "B"; or ii) fails to complete the Commercial Operation of its Plant by April 1, 2022, then the Agreement shall be amended to define the Plant(s) in Exhibit "C" Item 4 to mean the Plants as then constructed and connected to the TIF and shall exclude any uncompleted portion of the Plant that remains to be built-out.

Due to the nature of the subject of this Agreement, Galloway Solar I or Galloway Solar II and TSP may mutually agree to change the dates and times of this Exhibit "B".

Exhibit "C"
Interconnection Details

1. Name: Galloway Solar 1; Galloway Solar 2

2. Point of Interconnection location: The Point of Interconnection will be at the eastern end of the new Generators' 345-kV Line. This Point of Interconnection will be at the LCRA TSC Amos Creek Switchyard Substation ("TSP Substation") which is connected to the TSP's 345-kV transmission line T551 located in Concho County, TX, 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's 345-kV transmission 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 Generators' 345-kV Line connects to TSP's jumpers on the LCRA TSC interconnecting dead-end structure of the Generators' 345-kV Line.

3. Delivery Voltage: 345-kV

4. Number and size of Generating Units ("The Plants"): The Plants are two solar generation facilities with one Point of Interconnection to the grid. The Plants combined rating will be approximately 360-MW of AC power (with a maximum rating of 360-MW) at the Point of Interconnection, and consists of the following inverters and their respective connections:

5. Type of Generating Unit:

Facility Name	IA MWs	# Inverters	Inverter Rating (MW)	Inverter Mfg.	Inverter Model#
Galloway Solar 1	250	88	2.92	Sungrow	SG 3150U
Galloway Solar 2	110	39	2.92	Sungrow	SG 3150U
Total	**360**				

6. Metering and Telemetry Equipment:

A). TSP's EPS metering is located at the TSP Substation as part of the TIF. Three 345-kV extended range, metering current transformers are 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. Three 345-kV metering accuracy voltage transformers are also installed by the TSP for the ERCOT-polled settlement metering. The EPS metering panel furnished by the TSP is located in the TSP Substation.

B). TSP will provide one EPS metering point at LCRA TSC's Amos Creek Switchyard to accommodate all Generators 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 each Generator and will be in accordance with Section 10 of the ERCOT Nodal Protocols, or its successor.

C). A remote terminal unit ("RTU") is furnished by the TSP at the TSP Substation as part of the TIF and will have a dedicated communication port available to provide applicable breaker status and other telemetry data to ERCOT as required by the ERCOT Nodal Operating Guides.

D). An RTU(s) will be furnished by each 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 and other telemetered data to ERCOT as required by the ERCOT Nodal Operating Guides. Each Generator is responsible for determining and providing all their RTU communications needs.

7. Generator Interconnection Facilities: The GIF shall consist of the following major equipment, at a minimum:

A). Generator's facilities. The following facilities are owned by each respective Generator as part of each Generator's GIF:

1. Generator's interconnection substation(s) including control building(s), 345-kV step-up transformer(s), transformer protection package(s), and 345-kV circuit breaker(s);

2. 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 and ERCOT; and

3. 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 the Generator's facilities.

B). Shared Facilities. The following facilities are owned and jointly used by the Generators and connected to the Point of Interconnection:

1. One 345-kV radial circuit consisting of bundled 795-kcmil ACSR phase conductors with necessary material to dead-end and connect to TSP's interconnecting dead-end structure at the Point of Interconnection;

2. Fiber optic cable (Corning SMF-28e or equivalent 48 fiber, single-mode, fiber optic OPGW) from Generators' interconnection substation control buildings to the TSP's

OPGW cable splice box on the TSP's interconnecting structure at the Point of Interconnection;

3. Generators' 345-kV line disconnect switch(es), and protective relaying panels for the Generators' 345-kV line that will coordinate with the TSP's line panels at the TSP Substation for the Generators' 345-kV line protection; and

4. 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 the Shared Facilities.

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

A). Two (2) dead-end transmission structures for the line cut-in of T551;

B). One (1) 345-kV Amos Creek Switchyard which will include the following:

1. Three (3) substation A-frame structures within TSP Substation;

2. 345-kV bus including bus supports and foundations;

3. Ten (10) 345-kV surge arresters;

4. Eight (8) 345-kV Coupling Capacitor Voltage Transformers;

5. Three (3) 345-kV Metering Accuracy Voltage Transformers;

6. Three (3) 345-kV Metering Accuracy Current Transformers;

7. One (1) 345-kV Power Voltage Transformer;

8. Three (3) 345-kV, 5000A, 63kAIC circuit breakers with foundations and protective relay panels;

9. Four (4) 345-kV, 4000A, 63kAIC circuit breakers with foundations and protective relay panels;

10. Three (3) 345-kV, 5500A three-pole switches with tubular stands and foundations;

11. Seven (7) 345-kV, 3000A three-pole switches with tubular stands and foundations;

12. One (1) control enclosure;

13. One (1) EPS metering panel;

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

15. An RTU and panels to provide breaker status, telemetry and energy data to the TSP and ERCOT.

C). 345-kV span of conductors, shield wire, and OPGW from the TSP's interconnecting dead-end structure to the TSP Substation A-frame structure along with the jumpers between the TSP conductors and the Shared Facilities line conductors at the TSP's interconnecting dead-end structure;

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

9. Communications Facilities: The 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 Plant(s) and GIF(s) with the transmission system. The Generators shall own, and be responsible for installation, operation, and maintenance of fiber optic communication facilities between the Generators' interconnection substation and the TSP's interconnecting structure at the Point of Interconnection. Generators will complete the OPGW termination and dress out in a manner acceptable to TSP inside the TSP provided fiber splice box on TSP's interconnecting structure. TSP will provide the splicing of fibers within the splice box at the Point of Interconnection. The Generators shall provide the dedicated channels or fiber pairs for TSP's 345-kV line protective relaying and Remedial Action Scheme communications. Voice communications provided by the Generators shall at a minimum include one POTS (plain old telephone service) or equivalent voice circuit in the Generator switchyard and the Generators' interconnection substation control buildings.

10. System Protection Equipment:

A). Generators will provide line protection panel(s) for Generators' 345-kV line at each Generator's facility, which will coordinate with the LCRA TSC line panel(s) at the TSP Substation.

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

C). The Plants and the GIFs 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, 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 GIFs. In addition to faults within the Plants and the GIFs, 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 GIFs shall have protective relaying that is consistent with the protective relaying criteria described in the ERCOT Requirements and NERC standards. If requested by the TSP, Generators shall, at their expense, timely 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 TSP Substation. The disturbance and fault monitoring for Generators and TSP shall be consistent with the disturbance monitoring requirements described in the ERCOT Requirements and NERC standard.

G). Prior to modifying any relay protection system design or relay setting involving the connecting facilities between the Parties, Generators 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. Each 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 Generators and the ERCOT system.

I). The Generators shall provide in PSSE or Aspen One-Liner format the short circuit model for the GIFs, the generators and collector facilities prior to the protective relays settings being calculated and in no case later than 60 days prior to the 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 Plants and GIFs 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 wind turbines

to be served by each collector bus, (4) size, make and model of wind turbines, (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. Supplemental Terms and Conditions:

A). Device Numbers, Switching and Clearance:

(a) Generators shall obtain prior approval of the TSP before operating any transmission voltage circuit switching apparatus (e.g. switches, circuit breakers, etc.) at the GIFs, 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 operation of their respective facilities.

(c) In the event a 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. 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 Generator; 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, its 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 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 Plants and GIFs may from time to time consume from the 345-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(s) for the energy and power that the Plants

and GIFs may consume from the 345-kV ERCOT grid through the Point of Interconnection.

C). Notification:

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

(b) Upon written request from TSP, each Generators shall supply notification to the TSP identifying its retail service provider 120 days prior to the In-Service Date and each Generators 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 the common point of contact (as noted below) for the Generators, of the cause of such interruption and an estimation of when the Plants may be re-connected to the TSP.

(d) As a result of Generators' joint use of portions of the GIF, it is expressly agreed that, to the extent any of the Generators desire to refer an operational matter to a QSE in accordance with the ERCOT Protocols, Generators must refer such communications to a single, common QSE for communication to TSP.

(e) Generator Dispatch Resource - Generators shall have a common point of contact for operational matters 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, and the GIFs, 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 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 Exhibit "D".

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

(a) The TSP Substation, as depicted in Exhibit "C3", is owned in fee simple by TSP and will be located at 1155 County Road 4508 in or near Paint Rock, Texas along LCRA TSC's T424/T551 345-kV double circuit transmission line. TSP shall install the dead-end structure described in item 7.B) above at a location coordinated with Generators, adjacent to the TSP Substation property.

(b) Generator has caused to be conveyed to TSP, a separate stand-alone temporary construction transmission easement as generally depicted as the "Temporary Transmission Easement Area" in Exhibit "C3" and Generator has released all encumbrances that Generator has on the temporary construction transmission easement by the ""Non-Disturbance Agreement" as recorded with Concho County, document No. 040130 book 291, page 535."

12. 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 for their respective Plant 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) The 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 Remedial Action Scheme may be required either prior to, or after, Commercial Operation. The terms "Remedial Action Plan" and "Remedial Action Scheme" 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 Remedial Action Scheme 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. Each 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.

Exhibit "E"
Security Arrangement Details

In accordance with the dates in Exhibit "B", the Generators shall cause to be established pursuant to Section 8.3 of Exhibit "A", and shall at all times through the earlier of (i) ten (10) Business Days after the date upon which TSP receives written notification from the Generators that Commercial Operation has been achieved and TSP has verified the same or (ii) ninety (90) days after the termination of the Agreement in accordance with its terms (the earlier of which shall be the "Final Expiration Date"), cause to be maintained in full force and effect a cash deposit or other security reasonably acceptable to TSP ("Security Instrument") for the benefit of TSP in a commercially acceptable form consistent with this Exhibit "E" and otherwise acceptable to TSP and the Generators, which acceptance shall not be unreasonably withheld, in the amounts and for the periods set forth below.

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

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.

Generators 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 the Generators 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 the Generators 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 $3,100,000 for Design and Material Procurement.	April 1, 2019	January 30, 2023
Additional amount of $3,322,000 for Material Procurement	August 1, 2019	January 30, 2023
Additional Amount of $3,500,000 for Construction	January 3, 2020	January 30, 2023
Additional Amount of $3,500,000 for Construction to bring Total to $13,422,000	June 8, 2020	January 30, 2023

"Letter of Credit" shall mean an irrevocable, transferable letter of credit, issued by a the Generators'-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.

TSP may, by written notice to the Generators, require the Generators to increase or replenish the Security Instrument from time to time if TSP determines in its reasonable discretion that the remaining Security Instrument amount is not adequate to cover the costs that TSP then reasonably estimates could become payable pursuant to this Agreement; provided, however, that TSP may not require additional Security Instrument amounts for costs that are caused by TSP's failure to comply with its obligations under this Agreement. Generators will tender any such increase or replenishment of the Security Instrument(s) to TSP within fifteen (15) days of the date of TSP's written notice to the Generators of a necessary increase or replenishment.

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, Generators will replace such Letter of Credit with a Security Instrument meeting the requirements of this Agreement. Generators will tender any such replacement of the Security Instrument(s) to TSP within fifteen (15) days of the date of the reduction in bank credit rating.

Failure to deliver, maintain, increase, replenish or replace Security Instrument(s) within the aforementioned time periods shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6. No forbearance or delay on the part of TSP in requiring an increase, replenishment, or replacement of the Security Instrument will be considered a waiver of TSP's right to do so.

If the Security Instrument(s) are set to expire in sixty (60) days or less and the Generator has not provided alternate security in accordance with the Agreement the TSP is entitled to draw on the available amount of the Security Instrument(s).