Control Number: 35077

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PUC Project No. 35077

First Amendment to the

AMENDED AND RESTATED ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

Between

LCRA Transmission Services Corporation

and

Crossett Power Management LLC

Dated
April 26, 2021

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

This First Amendment ("Amendment") is made and entered into this 26 day of April 2021, by and among the LCRA Transmission Services Corporation ("Transmission Service Provider" or "TSP") and Crossett Power Management LLC ("Generator"), collectively referred to hereinafter as the Parties.

WHEREAS, the Transmission Service Provider and Crane II Solar Electric, LLC ("Crane II") entered into that certain ERCOT Standard Generation Interconnection Agreement executed August 20, 2018, as amended by that certain Amended and Restated ERCOT Standard Generation Interconnection Agreement executed August 5, 2020 between Transmission Service Provider and Generator (collectively, as amended, the "Agreement");

WHEREAS, the Generator notified TSP of a change in the design of the Plant as contemplated in the Agreement;

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

WHEREAS, the TSP's estimated cost for the development of the TIF has increased beyond the security amounts noted in Exhibit "E" of 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. Article 10.15 of Exhibit "A" to the Agreement is hereby deleted in its entirety and replaced with the following:

   "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."

2. Exhibits "C", "C2", and "E" are deleted in their entirety and the Exhibits "C", "C2", and "E" attached to this Amendment are hereby added to the Agreement in lieu thereof.

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

[Signature page to follow]

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

Crossett Power Management LLC

By: Andy Bowman

Signature: DocuSigned by: Andy Bowman 7095AA5BDCBD44F

Title: President

Date: 4/23/2021

LCRA Transmission Services Corporation

By: Sergio Garza, P.E.

Signature: DocuSigned by. Sergio Garza B6B56FA83932404

Title: Vice President, LCRA Transmission Design and Protection

Date: 4/26/2021

Exhibit "C"
Interconnection Details

1. Name: Crossett Power Management LLC

2. Point of Interconnection location: The Point of Interconnection will be at the new LCRA TSC Soda Lake Substation ("TSP Substation") located in Crane County, TX along the existing LCRA TSC 138-kV transmission line T451, 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 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 138-kV line connects to Generator's free standing steel interconnect dead-end transmission structure outside the TSP Substation ("POI Structure").

3. Delivery Voltage: 138-kV

4. Number and size of Generating Units ("The Plant"): The Plant is a Battery Energy Storage System ("BESS") facility with one Point of Interconnection to the grid. The nominal Plant rating will be approximately 203-MW of AC power (with a maximum rating of 200-MW) at the Point of Interconnection.

5. Type of Generating Unit: Sixty-two (62) Sungrow SC3450UD BESS inverters rated at 3.274-MW (3.45-MVA) each.

6. Metering Equipment:

   A. TSP's EPS Metering Facilities will be located at the TSP Substation as part of the TIF. Three 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. Three 138-kV metering accuracy voltage transformers will also be installed by the TSP for the EPS Metering Facilities. The EPS metering panel furnished by the TSP will be located in the TSP Substation.

   B. Generator acknowledges that the Plant will engage in wholesale energy storage in accordance with the PUCT Rules and ERCOT Requirements for a Wholesale Storage Load ("WSL"). As such, TSP will install and own additional primary and backup EPS meters for the WSL in order to separately meter the WSL from any auxiliary or non-WSL energy and power that the Plant and GIF may consume from the 138-kV ERCOT Transmission Grid through the Point of Interconnection. The TSP's WSL EPS metering will be located in a suitable space allocated by Generator in the control building of the

Generator's 138-kV interconnection substation. The Generator shall install, for TSP's use, adequately rated instrument transformers to accurately meter the WSL. Generator shall, no fewer than one hundred twenty (120) days prior to the In-Service Date, provide, for TSP's review and approval, the necessary equipment specifications, factory test reports, vendor cut-sheets and any other engineering drawings for the aforementioned 34.5-kV instrument transformers to be installed by Generator and used by TSP to meter the WSL. The Generator shall provide the cable and suitable conduit paths between the Generator's 34.5-kV WSL instrument transformers and the Generator's control building for TSP's use in metering the WSL. TSP will terminate control cable to the WSL EPS meters.

7. Telemetry Equipment:

A. A remote terminal unit ("RTU") will be furnished by the TSP at the TSP Substation as part of the TIF and will provide applicable breaker status and other telemetry data to ERCOT as required by the ERCOT Nodal Operating Guides.

B. An RTU(s) will be furnished by the Generator at the Generator's interconnection substation(s) as part of the GIF and will provide breaker status and other telemetered data to ERCOT as required by the ERCOT Nodal Operating Guides. The Generator is responsible for determining and providing all their RTU communications needs.

8. Generator Interconnection Facilities: The Generator will provide as a minimum, the following major equipment for the GIF:

A. One (1) 138-kV radial circuit approximately 0.80-miles in length, depending on the final location of the Generator's interconnection substation, consisting of 954-kcmil ACSR phase conductors with necessary material to dead-end and connect to Generator's POI Structure;

B. One (1) POI Structure, a full tension, dead-end, 138-kV line structure located outside the TSP Substation (Generator shall coordinate the height and framing of this structure, the arrangement of the phases, and the exact location of the structure with TSP);

C. Fiber optic cable (Corning SMF-28e/e+ or equivalent minimum 12 fiber, single-mode, fiber optic OPGW) from Generator's interconnection substation control building to the Generator's OPGW cable splice box on the Generator's POI Structure at the Point of Interconnection;

D. Generator's interconnection substation(s) including control building(s), 138-kV generation step-up ("GSU") 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 138-kV line that will coordinate with the TSP's line panels at the TSP Substation for the Generator line protection (Generator's GSU and/or

autotransformer shall utilize a grounded-wye configuration on the high-side voltage winding in order to provide adequate ground fault protection);

E. 34.5-kV metering current transformers and 34.5-kV metering accuracy voltage transformers for TSP's use in metering the WSL;

F. Suitable conduit paths from the Generator's control building to the Generator owned 34.5-kV metering current transformers associated with the WSL and 34.5-kV metering accuracy voltage transformers with review and acceptance of design by TSP;

G. 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

H. 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 GIF.

9. Transmission Interconnection Facilities: The TIF shall consist of, without limitation, the following facilities and appurtenances:

A. Modifications to the TSP's existing 138-kV transmission line T451;

B. Two (2) dead-end transmission structures for the transmission line cut-in of T451;

C. One (1) new 138-kV transmission line with OPGW from the POI Structure to the TSP Substation A-frame structure along with the jumpers between the TSP conductors and the Generator's line conductors at the POI Structure; and

D. One (1) new 138-kV Soda Lake Substation which will include the following:

1. Three (3) substation A-frame structures (including one substation A-frame for TSP's span of conductors to Generator's POI Structure for Generator's 138kV line termination) within TSP Substation;

2. 138-kV bus including bus supports and foundations;

3. Eleven (11) 84-kV MCOV surge arresters;

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

5. Two (2) 138-kV power voltage transformers;

6. Three (3) 138-kV, 3000A, 40-kAIC circuit breakers with foundations and protective relay panels;

7. Nine (9) 138-kV, 3000A three-pole switches with supporting structures and foundations;

8. One (1) 138-kV, 2000A three-pole switch with supporting structure and foundations;

9. One (1) control building with foundation;

10. RTU(s) and panels to provide breaker status, telemetry and energy data;

11. EPS Metering Facilities which will include the following:

    (a) One (1) EPS metering panel;

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

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

    (d) Three (3) 138-kV metering class voltage transformers.

12. WSL EPS Metering Facilities which will include the following:

    (a) One (1) WSL EPS metering panel; and

    (b) Four (4) WSL EPS meters (two primary meters and two backup meters).

Item 12 above shall be located in the Generator's 138-kV interconnection substation.

10. Telecommunication Facilities: 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 GIF with the transmission system. The Generator shall own, and be responsible for installation, operation, and maintenance of fiber optic communication facilities between the Generator's transmission voltage substations and the Generator's POI Structure at the Point of Interconnection. Generator will complete its OPGW termination and dress out in a manner reasonably acceptable to TSP inside the Generator provided fiber splice box on Generator's interconnecting structure. Generator shall accommodate a water-tight entry for the TSP OPGW into the Generator provided fiber splice box. TSP will provide the splicing of fibers within the splice box at the Point of Interconnection. The Generator shall provide the dedicated channels or fiber pairs for necessary items including Generator's 138-kV line protective relaying, TSP's WSL EPS metering, and Remedial Action Scheme communications, if required. Generator shall provide any necessary fiber optic jumpers from Generator's fiber patch panel(s) to the TSP's WSL EPS meters. TSP will provide fiber transceivers at the WSL EPS metering and terminate the fiber. 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.

11. System Protection Equipment:

A. Generator will provide a line protection panel for Generator's 138-kV line at the Generator's facilities, which will coordinate with the TSP's line protection panel(s) at the TSP Substation.

B. Generator will be responsible for the proper synchronization of its facilities with the TSP's transmission system, in accordance with ERCOT guidelines.

C. The Plant and the GIF shall be designed to isolate any fault, or to disconnect from or isolate any abnormality that would negatively affect the ERCOT system, as required by ERCOT Requirements and NERC standards. 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 GIF. In addition to faults within the Plant and the GIF, 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.

D. The Plant and the GIF 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, Generator shall, at its expense, timely provide corrections, upgrades, 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 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.

F. 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 TSP shall provide for disturbance and fault monitoring equipment in its TSP Substation. 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.

G. 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 Grid.

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. 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.

I. The Generator shall provide in Aspen One-Liner format the short circuit model for the GIF, 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 GIF 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 inverters to be served by each collector bus, (4) size, make and model of 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 deliver power from the Plant to the ERCOT Transmission Grid.

12. Real Property Rights and Access Road Provisions:

A. The TSP currently owns the required real property rights for the LCRA TSC Soda Lake Substation (the "Substation Site") as generally depicted in Exhibit "C3". The Substation Site is generally described as an area of approximately 7.2-acres located near the intersection of Highway 385 and Soda Lake Road along TSP's 138-kV double circuit capable transmission line T451 in Crane County, approximately 6.5-miles northwest of the city of McCamey, Texas.

B. Generator shall permit duly authorized representatives and employees of the TSP to enter upon the Generator's premises, subject to the Generator's physical and cyber security access practices, procedures and requirements, for the purpose of inspecting, testing, repairing, replacing, renewing, exchanging, upgrading, or removing any or all of the equipment owned by TSP that is located on the Generator's premises or for the purpose of performing work necessary under this Agreement.

C. Generator hereby grants to the TSP, permission to install, maintain, and/or operate, or cause to be installed, maintained, and/or operated, on the Generator's premises, the necessary equipment, apparatus, and devices required for the performance of this

Agreement, except that Parties shall not connect Transient Cyber Assets or Removable Media into each other's Cyber Assets at the Generator's interconnection substation(s). Any such installation, maintenance, and operation will be performed, except in the case of emergencies, only after a schedule for such activity has been submitted and agreed upon by the Parties.

13. Supplemental Terms and Conditions:

A. Device Numbers, Switching and Clearance:

1. Generator shall obtain prior approval of the TSP before operating any transmission voltage circuit switching apparatus (e.g. switches, circuit breakers, etc.) at the GIF, whether for testing or for operation of the Plant, which approval shall not be unreasonably withheld, conditioned or delayed.

2. The TSP shall coordinate switching at the Point of Interconnection. Each Party shall be responsible for operation of their facilities.

3. 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.

4. Generator will establish: 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 submitted to TSP. Generator will label the devices, referenced in item (ii) above, with the numbers assigned to such devices.

5. 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. Auxiliary Power Delivery to Generator by TSP: TSP considers the auxiliary or non-WSL energy and power that the Plant and GIF may from time to time consume from the 138-kV 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 GIF may consume from the 138-kV ERCOT Transmission Grid through the Point of Interconnection.

C. Notification:

1. 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.

2. 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.

3. 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.

14. 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 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:

1. Generator shall have and maintain the reactive capability as required in the ERCOT Requirements.

2. 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.

3. 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 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 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 Remedial Action Scheme may be necessary.

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.

Exhibit "C2"

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

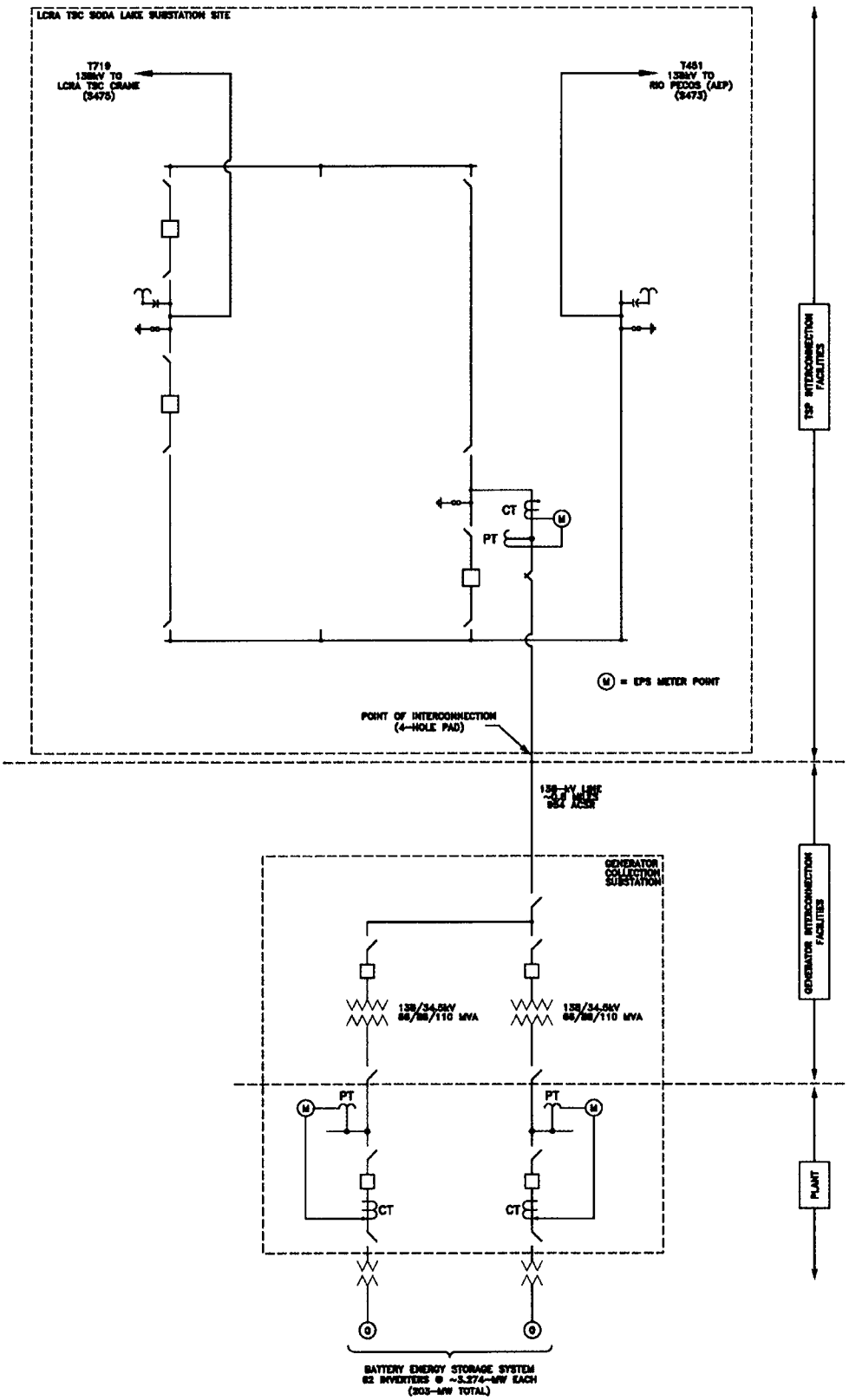

Exhibit "E"
Security Arrangement Details

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) ten (10) Business Days after the date upon which TSP receives written notification from Generator that Commercial Operation has been achieved and TSP has verified the same with ERCOT 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 Generator, 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.

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 replace a cash deposit with a guaranty, subject to approval of the guarantor (which may include an affiliate of Generator) and the guaranty form under TSP's financial security standards. TSP shall return the cash deposit to Generator in exchange for the guaranty once the guaranty is fully acceptable to TSP.

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
Initial amount of [redacted] for Design and Engineering	August 20, 2018	No earlier than [redacted] after the Commercial Operation Date
Additional amount of [redacted] for Engineering, Procurement and Construction	August 6, 2020	
Additional amount of [redacted] for Engineering, Procurement and Construction to bring Total to [redacted]	May 4, 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.

"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 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 Generator, require Generator 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. Generator 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 Generator 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, Generator will replace such Letter of Credit with a Security Instrument meeting the requirements of this Agreement. Generator 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 the increased, replenished or replacement 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).