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PUC Project No. 35077

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Second Amendment to the

**ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT**

Between

LCRA Transmission Services Corporation

and

Maverick Creek Wind, LLC

Dated

May 28, 2021

**SECOND AMENDMENT TO THE
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT**

This Second Amendment ("Amendment") is made and entered into this 28th day of May 2021, by and among the LCRA Transmission Services Corporation ("Transmission Service Provider" or "TSP") and Maverick Creek Wind, LLC ("Generator"), collectively referred to hereinafter as the "Parties".

WHEREAS, pursuant to ERCOT generation interconnection request 20INR0045 and the interconnection of Generator's Maverick Creek I Wind project, the Transmission Service Provider and the Generator entered into that certain ERCOT Standard Generation Interconnection Agreement executed July 30, 2018, as amended by that certain First Amendment to the ERCOT Standard Generation Interconnection Agreement executed July 31, 2019 (collectively, as amended, the "Agreement");

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

WHEREAS, the Generator notified TSP of a change in the Generator's Notice and EFT Information 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. Article 1.2, Exhibit "A", the definition for Commercial Operation in the Agreement is hereby deleted in its entirety and replaced with the following:

"Commercial Operation" shall mean the stage of completion where (i) the construction of the Plant has been substantially completed, (ii) Trial Operation of the Plant has been completed, (iii) the Plant is ready for dispatch, (iv) ERCOT has approved the Generator's Resource Commissioning Date, and (v) Generator notifies TSP that requirements (i) through (iv) have been achieved.

2. Exhibits "B", "D", and "E" are deleted in their entirety and the Exhibits "B", "D", 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.

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 Amendment to be executed in several counterparts, each of which shall be deemed an original, but all shall constitute one and the same instrument.

Maverick Creek Wind, LLC

LCRA Transmission Services Corporation

By: its Administrator;
Algonquin Power Co.,

By: Sergio Garza, P.E.



By: Jeff Norman

Signature: Sergio Garza
Sergio Garza (May 28, 2021 13:28 CDT)

Signature: [Signature]

Title: Vice President, LCRA Transmission
Design and Protection

Title: Vice President

Date: May 28, 2021

Date: May 25, 2021

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 written notice to proceed with design and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: July 27, 2018 – Completed prior to First Amendment

Date by which Generator must provide written notice to proceed for completion of design and procurement and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: October 1, 2018 – Completed prior to First Amendment

Date by which Generator must provide written notice to proceed for completion of procurement and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: January 5, 2019 – Completed prior to First Amendment

Date by which Generator must provide written notice to commence construction and provide security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: February 15, 2019 – Completed prior to First Amendment

Date by which Generator must provide additional security to guaranty TSP's additional cost to construct the TIF due to site selection and delay on acquisition of real property rights, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: December 1, 2019

In - Service Date(s): August 11, 2020

Scheduled Trial Operation Date: August 21, 2020

Scheduled Commercial Operation Date: September 30, 2021

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

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

(a) Notices regarding outage coordination shall be sent in writing and/or may be sent between the Parties via electronic means as follows:

If to Transmission Service Provider:

Telephone (800) 223-7622

E-mail: SOCCOUTAGECoordination@lcra.org

If to Generator:

Telephone: (309) 824-3140

E-mail: Maverick@algonquinpower.com

(b) All other notices of an operational nature such as notices related to system operations, power quality or other related concerns shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:

If to Transmission Service Provider:

LCRA Transmission Services Corporation
Attn: VP, LCRA Transmission System Operations
Address: P.O. Box 220
City, State, Zip: Austin, TX 78767
Operational/Confirmation Fax (512) 730-6311
24 Hour Telephone (800) 223-7622
E-mail: dan.smith@lcra.org

If to Generator:

Maverick Creek Wind, LLC
Attn: John Stevens
Address: P.O. Box 1066
City, State, Zip: Eden, TX 76837
Operational/Confirmation Fax: N/A
24 Hour Telephone: (309) 824-3140
E-mail: Maverick@algonquinpower.com

With a copy of any notice of default to:

JPM Capital Corporation
Attn: Anand Dandapani
10 S. Dearborn, 12th Floor
Mail Code IL1-0502
Chicago, IL 60603-2300
Email: anand.dandapani@jpmorgan.com
Email: jpmcc.energy@jpmorgan.com

With a copy of any notice of default to:

JPMorgan Chase Bank, N.A.
Attn: Helen Doo
277 Park Avenue, Floor 13
Mail Code: NY1-L244
New York, NY 10172-0003
Email: helen.x.doo@jpmchase.com

(c) Notices of an administrative nature pursuant to the notice requirements provided in Exhibit "B" and financial security requirements provided in Exhibit "E" of the Agreement shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:

If to Transmission Service Provider:

LCRA Transmission Services Corporation
Attn: VP, LCRA Transmission Design & Protection
Address: P.O. Box 220
City, State, Zip: Austin, TX 78767

If to Generator:

Maverick Creek Wind, LLC
Attn: John Stevens
Address: P.O. Box 1066
City, State, Zip: Eden, TX 76837

Fax: (512) 578-4193
Phone: (512) 578-4149
E-mail: sergio.garza@lcra.org

Fax: N/A
Phone: (309) 824-3140
E-mail: Maverick@algonquinpower.com

With a copy of any notice of default to:

JPM Capital Corporation
Attn: Anand Dandapani
10 S. Dearborn, 12th Floor
Mail Code IL1-0502
Chicago, IL 60603-2300
Email: anand.dandapani@jpmorgan.com
Email: jpmcc.energy@jpmorgan.com

With a copy of any notice of default to:

JPMorgan Chase Bank, N.A.
Attn: Helen Doo
277 Park Avenue, Floor 13
Mail Code: NY1-L244
New York, NY 10172-0003
Email: helen.x.doo@jpmchase.com

In all cases with a copy to:

Email: notices@APUCorp.com

(d) Notice for statement and billing purposes:

If to Transmission Service Provider:

Company Name (Same as (c) above)

Attn:

Address

City, State, Zip

Phone: _____

E-mail _____

If to Generator:

Maverick Creek Wind, LLC

Attn: John Stevens

Address: P.O. Box 1066

City, State, Zip: P.O. Box 1066

Phone: (309) 824-3140

E-mail: Maverick@algonquinpower.com

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 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.

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 \$400,000 for Design	July 27, 2018	The date that is fifteen (15) months after the Commercial Operation Date
Additional amount of \$1,416,000 for Design and Material Procurement	October 1, 2018	
Additional amount of \$1,742,000 for Material Procurement	January 5, 2019	
Additional Amount of \$9,263,000 for Construction of the TIF.	February 15, 2019	
Additional Amount of \$3,337,629.00 for Construction to bring Total to \$16,158,629.00	December 1, 2019	

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.

If at any time during the term of this Agreement, the TSP-approved bank which has issued the then current Letter of Credit(s) 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 of Credit(s) with another Letter of Credit(s) of the same amount and with the same beneficiary from another TSP-approved bank of Generator’s choice within fifteen Business Days of the date of such reduction in rating. Failure to deliver a replacement Letter of Credit(s) 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.