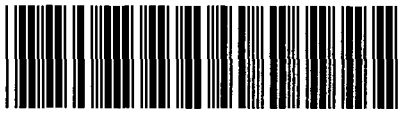

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Amendment to the First Amended and Restated ERCOT Standard Generation Interconnection Agreement

Between

LCRA Transmission Services Corporation
and

CED Upton County Solar 2, LLC

Dated
April 19, 2017

135

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

This Amendment to the First Amended and Restated ERCOT Standard Generation Interconnection Agreement ("Amendment" or "Second Amendment") is made and entered into this 19th day of April, 2017, by and among the LCRA Transmission Services Corporation ("Transmission Service Provider" or "TSP") and CED Upton County Solar 2, LLC ("Generator"), collectively referred to hereinafter as the Parties.

WHEREAS, the Transmission Service Provider and the Generator entered into that certain First Amended and Restated ERCOT Standard Generation Interconnection Agreement on November 28, 2016 (the "Agreement");

WHEREAS, Generator notified TSP of a change in the proposed location for the Generator's interconnection substation which changes the actual location of the TSP's point of interconnection line structure;

WHEREAS, TSP requested that the OPGW between the Parties also terminate at the new location of the point of interconnection structure;

WHEREAS, TSP requested and Generator provided a limited notice to proceed with construction for TIF associated with TSP's Castillo Substation;

WHEREAS, the Generator decided to use KACO inverters at the CED Upton County Solar 2 project;

WHEREAS, Generator will not be split into phases; and

WHEREAS, Generator has adjusted its Commercial Operation Date which influences other dates on Exhibit B.

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 Second Amendment are hereby added to the Agreement in lieu thereof.

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

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

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

CED Upton County Solar 2, LLC

By: Mark Noyes

Signature:_____

Title: President and Chief Executive Officer

Date:

LCRA Transmission Services Corporation

By: Sergio Garza

Signature:

Title: LCRA Vice President, Transmission Design and Protection

Date: APRIL 18, 2017

Exhibit "B"
Time Schedule
Second Amendment

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 notice to proceed with design and procurement: **Completed September 9, 2015**

Date by which Generator must provide initial security for design and procurement: **Completed August 19, 2015 then exchanged on September 29, 2016 for a lesser amount.**

Date by which Generator must provide balance of security for design and procurement, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **Completed January 12, 2017**

Date on which Generator provided limited notice to commence construction of TIF at TSP's Castillo Substation as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **Completed March 13, 2017**

Date by which Generator must provide notice to commence construction and provide security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **May 18, 2017**

In - Service Date(s): **December 1, 2017**

Scheduled Trial Operation Date: **January 1, 2018**

Scheduled Commercial Operation Date: **June 1, 2018**

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
Second Amendment

1. Name: Castle Gap owned by CED Upton County Solar 2, LLC

2. Point of Interconnection location: The Point of Interconnection will be at the end of the TSP's new radial 138-kV line located in Upton County, TX, at the approximate location shown in Exhibit "C3". The TSP's new radial 138-kV line will extend from the Point of Interconnection to the LCRA TSC Castillo Substation ("TSP Substation"). The Point of Interconnection, shown on Exhibit "C1" and Exhibit "C2" shall be the physical point where the TSP's 138-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 Generator's 138-kV line connects to TSP's interconnecting dead-end structure on the TSP's new radial line.

3. Delivery Voltage: 138kV

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 180 MW of AC power at the Point of Interconnection.

5. Type of Generating Unit: 90 KACO BP 2200 TL3 solar inverters, rated at 2.0 MW (2.2 MVA each.)

6. Metering and Telemetry Equipment:

A). ERCOT settlement metering shall be provided by TSP and 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, collectively for the entire Plant. 138-kV metering accuracy voltage transformers shall also be installed by the TSP for the ERCOT settlement metering. An ERCOT settlement metering panel containing primary and backup EPS meters shall be furnished by the TSP. TSP shall employ line loss compensation in the TSP owned EPS meters to reflect the actual metered consumption adjusted for line losses to the Point of Interconnection.

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

C). 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 circuit approximately 0.18 miles in length consisting of 795 kcmil ACSR phase conductors rated at 208 MVA with necessary material to dead-end and connect to TSP's interconnecting structure at the Point of Interconnection and to Generator's interconnection substation. Generator shall also include OPGW along this 138-kV circuit (Corning SMF-28e or equivalent 24 fiber, single-mode, fiber optic OPGW) from the Generator's interconnection substation A-frame structure to the TSP Point of Interconnection structure, complete with OPGW cable splice boxes, facility entry cable and fiber optic patch panel at the Generator's interconnection substation;

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

C). 138-kV slack span from the Generator's full tension dead-end to the TSP's interconnecting structure;

D). 138-kV "A" frame dead-end structure at the Generator's interconnection substation with accommodations for mounting Generator's OPGW rack and fiber optic splice can;

E). Generator's interconnection substation 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 TSP's line protection panels at the TSP Substation;

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

G). Suitable conduit paths from the Generator's control building to the Generator owned fiber optic splice can located on the Generator's 138-kV "A" frame dead-end structure described in item D above;

H). Suitable floor space in Generator's control building for Generator's fiber optic patch panel;

I). Associated structures, buswork, 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:

A). Modifications to the TSP's existing 138-kV transmission line T452;

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

C). One (1) 138-kV Castillo Substation;

D). Three (3) substation A-frame structures;

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

F). Nine (9) 84-kV MCOV surge arresters;

G). Nine (9) 138-kV Coupling Capacitor Voltage Transformers;

H). One (1) 138-kV Power Voltage Transformer

I). Three (3) 145-kV, 3000A, 40kAIC circuit breakers with foundations and protective relay panels;

J). Twelve (12) 138-kV, 2000A three-pole switches with tubular stands and foundations;

K). One (1) 138-kV radial transmission line with OPGW and necessary structures approximately 0.52 miles in length from the TSP Substation to the Point of Interconnection;

L). A full tension, dead-end, 138-kV line structure located at Latitude: 31.2541666 degrees / Longitude: -102.29737527 degrees for the Point of Interconnection structure with OPGW splice box;

M). Fiber optic cable (Corning SMF-28e or equivalent 24 fiber, single-mode, fiber optic OPGW) from the TSP Substation A-frame structure to the TSP Point of Interconnection structure, complete with OPGW cable splice boxes, facility entry cable and fiber optic patch panel at the TSP Substation;

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

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

P). ERCOT settlement metering panel;

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

R). Multi-ported RTU(s) and panels to provide breaker status, telemetry and energy data to the TSP and ERCOT.

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. Generator will complete its OPGW termination and dress out in a manner acceptable to TSP inside the TSP provided fiber splice box on TSP's interconnecting structure. TSP shall accommodate a water-tight entry for the Generator's OPGW into the TSP provided fiber splice box. TSP will provide the splicing of fibers within the splice box at the Point of Interconnection. The Generator and TSP shall provide the dedicated channels or fiber pairs for Generator's 138-kV line protective relaying and special protection system (if any) communications. 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 interconnection substation control building(s).

10. System Protection Equipment:

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

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

C). 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.

D). 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.

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 138-kV Castillo 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 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. 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 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) Upon written request from TSP, Generator shall notify the TSP in writing as to which ERCOT Qualified Scheduling Entity the Plant will be scheduling through.

(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) TSP owns the property for the LCRA TSC Castillo Substation ("Substation Site").

(b) TSP has acquired easements 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 the Substation Site generally depicted as the "Easement Area" in Exhibit "C3".

(c) Generator shall provide for new easements (in a form acceptable to TSP and including survey information) to be granted to TSP, for the new TSP radial transmission line as generally depicted in Exhibit "C3" between the TSP Substation and the new relocated Point of Interconnection and TSP agrees to execute a termination of the previous radial transmission line easements associated with the old point of interconnection location, upon receipt of new easements.

(d) These necessary real property rights described in (c) above are required before TSP can commence construction, as contemplated in Exhibit "A", Section 4.3.

(e) Generator shall, at no cost to TSP, release any encumbrance that Generator may have on the acquired Substation Site, easements for TSP's new radial transmission line, access road and utility services easement(s) between the Substation Site and the public roadway.

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.

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 "C1"
Point of Interconnection Details
Second Amendment

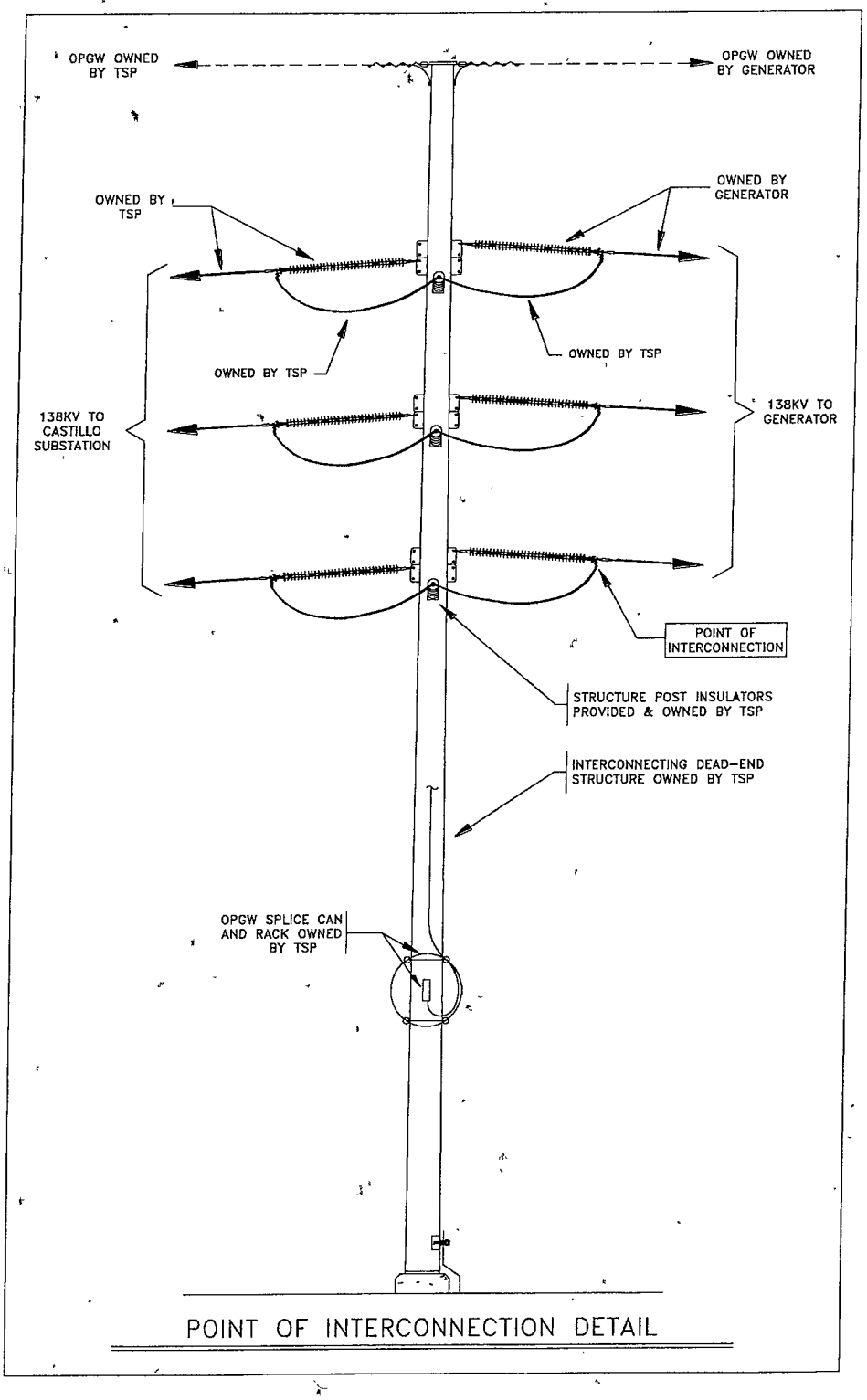

Exhibit "C2" One Line Diagram
TSP Interconnection Facilities, Generation Interconnection Facilities and The Plant
Second Amendment

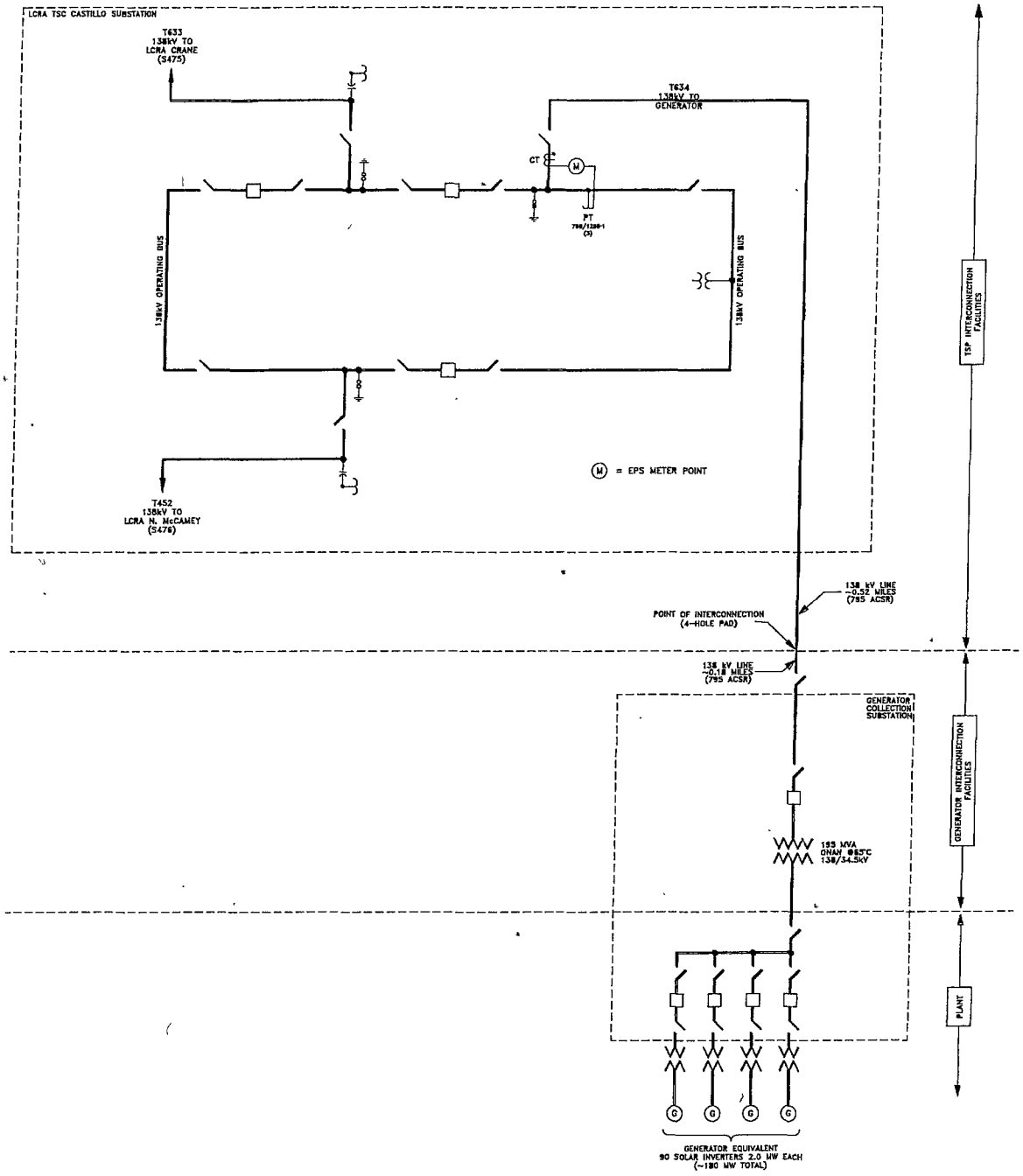

Exhibit "C3"
Castillo Substation Location – TSP Interconnection Facilities
Second Amendment

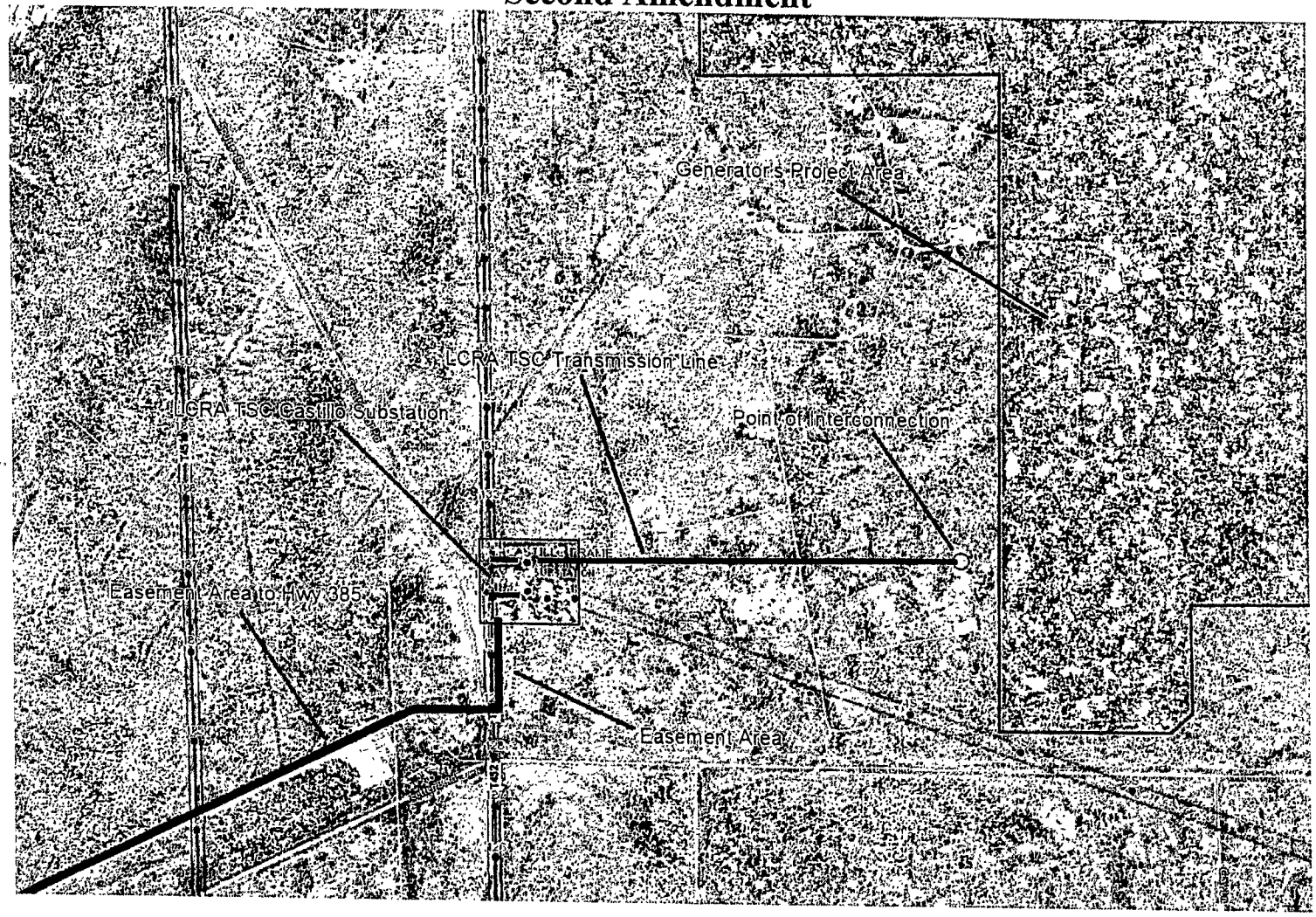

Exhibit "D" Notice and EFT Information of the ERCOT Standard Generation Interconnection Agreement Second Amendment

(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:

LCRA Transmission Services Corporation
Attn: Transmission Operations Manager
P.O. Box 220
Austin, TX 78767
Operational/Confirmation Fax: (512) 385-2146
24 Hour Telephone: (800) 223-7622
E-mail: bill.hatfield@lcra.org

If to Generator:

CED Upton County Solar 2, LLC
Attn: Mark Noyes, President and Chief Executive Officer
100 Summit Lake Drive, Suite 210
Valhalla, NY 10595
Facsimile: (914) 993-2121
Office Phone: (914) 993-2135
Cell Phone: (617) 817-0608
noyesm@coneddev.com

With a copy to:
CED Upton County Solar 2, LLC
Attn: Dennis Brennan, Operations Manager
100 Summit Lake Drive, Suite 210
Valhalla, NY 10595
Facsimile: (914) 993-2121
Cell Phone: (914) 365-0977
brennand@coneddev.com

(b) Notices of an administrative nature:

If to Transmission Service Provider:

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

If to Generator:

CED Upton County Solar 2, LLC
Attn: Akshaya Bhargava, Vice President
Address: 100 Summit Lake Drive, Suite 210
Valhalla, NY 10595
Fax: (914) 993-2121
Office Phone: (914) 993-2128
bhargavaa@coneddev.com

With a copy to:
Consolidated Edison Development, Inc.
Paul Mapelli, General Counsel
100 Lake Summit Drive, Suite 210
Valhalla, NY 10595
Facsimile: (914) 993-2121
Office Phone: (914) 286-7041
mapellip@conedsolutions.com

(c) Notice for statement and billing purposes:

If to Transmission Service Provider:
Same as (b) above.

If to Generator:
Same as (b) above.

(d) Information concerning Electronic Funds Transfers: - To be supplied later

Exhibit "E"
Security Arrangement Details
Second Amendment

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
Security amount of **$2,500,000** for Design, and Material Procurement for the TIF	Completed on September 29, 2016	April 1, 2020
Additional Security amount of **$1,379,000** for Design, and Material Procurement for the TIF	January 15, 2017	April 1, 2020
Additional Security amount of **$2,753,000** for Construction of the TIF to bring total Security to **$6,632,000**	May 18, 2017	April 1, 2020

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.

If TSP receives notice from bank issuing a Letter of Credit that the term of the Letter of Credit will not be extended or renewed or will expire before the Expiration Date in the table above, then TSP may draw full amount of Letter of Credit and use as a cash deposit Security Instrument.

"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.