

TRANCHE AMENDMENT # 2

Contract No. 99818372, Supp. No. ____

This Green Invest Tranche Amendment ("**Amendment**") is among THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY ("**Company**"); THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY, acting by and through the Electric Power Board of said Government ("**Distributor**"), and TENNESSEE VALLEY AUTHORITY, a corporate agency and instrumentality of the United States of America created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended, ("**TVA**"), and is subject to the provisions of the Green Invest Agreement Contract No. 99818372, as amended ("**Agreement**"). This Amendment is effective as of the date of TVA's signature below.

Renewable Energy Facility	Company will purchase from TVA the Product derived from the Renewable Energy Facility identified below, on an as-generated basis contingent on availability accounting for 20% of that Renewable Energy Facility's total renewable generation. Developer: <u>SR Tullahoma LLC</u> PPA Contract Number: <u>6555561</u> Contract Output (MWac): <u>200 MW (of which 20% equals 40 MWac)</u> Location: <u>35°20'49.10"N, 86°16'15.88"W</u> Expected Delivery Point: <u>delivery point on the TVA Franklin-Wartrace 161-kV transmission line #2 adjacent to the site</u> Expected Initial Delivery Date: <u>June 30, 2026</u> Delivery Period (years): <u>20</u> Company's Proportionate Damages Share: <u>8.54%</u> TVA is excused from providing Product to Company under any Tranche Amendment if and to the extent that REC's are not generated by the Renewable Energy Facility and/or otherwise not delivered to TVA under the PPA.
Term	Subject to any earlier termination of this Amendment pursuant to the terms of the Agreement, the term of this Amendment runs until the expiration or termination of the term of the PPA.
Product Price	The Product price for generation from the applicable Renewable Energy Facility is \$3.08 per REC.
Renewable Energy Facility Underperformance	Subject to the section entitled Condition Precedent below, in the event of Renewable Energy Facility Underperformance, Company will be entitled to the following pursuant to Section 5.4 of the Agreement: (a) Company's Proportionate Damages Share multiplied by the total damages received by TVA in the event Developer fails to timely achieve the Initial Delivery Date in accordance with the terms of the PPA, (b) Company's Proportionate Damages Share multiplied by the total of any damages received by TVA under the PPA for Renewable Energy Facility Underperformance, (c) replacement REC's for the Product shortfall in the event they are received by TVA under the PPA, or (d) Company's Proportionate Damages Share multiplied by any Termination

	Payment (as defined in the PPA) received by TVA in the event of TVA's early termination of the PPA pursuant to Article 9, "Early Termination; Remedies".
Early Termination	Section 7.3 of the Agreement will establish the early termination amount.
Condition Precedent	TVA's obligations to supply Company with Product or a share of damages or replacement RECs received under the PPA are conditioned on satisfaction of the Delivery Condition Precedent. For the avoidance of doubt, the Delivery Condition Precedent will not be deemed to occur until the first day following TVA's written approval pursuant to the PPA that all requirements necessary to achieve Notice to Proceed under the PPA have been satisfied.
General Terms and Conditions	<u>Ratification of the Agreement.</u> The Agreement, as amended by this Amendment, is ratified and confirmed as the continuing obligation of the parties. <u>Defined Terms.</u> Capitalized terms not otherwise defined in this Amendment have the same meaning as in the Agreement and/or Power Contract. <u>Conflicts.</u> In the event of any conflict between this Amendment and the Agreement, this Amendment controls. <u>Assignment.</u> This Amendment will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may be assigned only in accordance with the terms of the Agreement. <u>Amendment.</u> This Amendment may be amended only by a written agreement signed by both parties. <u>Counterparts.</u> This Amendment may be executed in multiple counterparts, each of which will be considered an original and all of which together will be considered to be but one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document.
Performance Assurance	Section 6 of the Agreement, as amended by Contract No. 99818372, Supp. No. 1, effective August 14, 2020 (" Performance Assurance Agreement for the Green Invest Agreement "), shall govern Company's Performance Assurance obligations with TVA throughout the term of this Amendment. As of date of execution, the amount of Credit Risk, as defined in Section 6.1.4 of the Agreement, is \$2,500,000 for this Amendment. This amount is subject to change in accordance with Section 6 of the Agreement. The amount of Credit Risk for this Amendment does not include the amount of Credit Risk that will apply to additional Tranche Amendments that the parties may enter into pursuant to the Agreement.
Previous Agreements	Contract No. 99818372, Supp. No. 3, is hereby terminated and replaced by this Amendment.

Signatures on next page.

By signing below, the parties agree to be bound by the terms and conditions contained in this Amendment and the Agreement.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY**

Approved as to and availability of funds

By 

Kelly Flannery
Director, Department of Finance

Approved as to form and legality

By 

Tara Ladd
Metropolitan Attorney

**THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY**

By _____
John Cooper
Metropolitan County Mayor

ATTEST, this the _____ day of
_____, 2023.

BY _____
Metropolitan Clerk

Signatures continue on next page.

Attest:

DocuSigned by:

David Frankenberg

DAE47D2A19884AE...

Secretary

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**Acting by and through the Electric Power Board
of said Government

DocuSigned by:

Robert A. McLane, Jr.

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By

Chairman of the Board

Approved:

DocuSigned by:

Jessie Bragles-Aplin

6C850CEC2725404...

By

President and Chief
Executive OfficerDate 7/19/2023

Approved as to Form and Legality:

DocuSigned by:

Laura Smith

80A6A1C6A07046C...

By

General Counsel

Date 7/19/2023**Tennessee Valley Authority**

Signature:

Title:

Printed Name:

Date: