

December 14, 2011

Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: *Southwest Power Pool, Inc.*, Docket No. ER12-_____
Submission of Revision to Attachment X of the Southwest Power Pool,
Inc. Open Access Transmission Tariff

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act, 16 U.S.C. § 824d, and Part 35 of the Regulations of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. Part 35, Southwest Power Pool, Inc. (“SPP”), as authorized by its independent Board of Directors, submits revisions to its Open Access Transmission Tariff¹ to revise the minimum participation criteria set forth in SPP’s credit policy in Attachment X to the Tariff to permit market participants to use certain parental guaranties to meet the minimum criteria for market participation. SPP requests an effective date of January 1, 2012 for the revisions proposed in this filing.

I. BACKGROUND

A. SPP

SPP is a Commission-approved Regional Transmission Organization (“RTO”). It is an Arkansas non-profit corporation with its principal place of business in Little Rock, Arkansas. SPP currently has 65 members, including 14 investor-owned utilities, 11 municipal systems, 12 generation and transmission cooperatives, 4 state agencies, 7 independent power producers, 10 power marketers, and 7 independent transmission companies.

¹ Southwest Power Pool, Inc., Open Access Transmission Tariff, Sixth Revised Volume No. 1 (“Tariff”).

As an RTO, SPP administers open access transmission service over 48,930 miles of transmission lines covering portions of Arkansas, Kansas, Louisiana, Missouri, Nebraska, New Mexico, Oklahoma, and Texas, across the facilities of the SPP Transmission Owners.² Additionally, since February 1, 2007, SPP has administered a centralized real-time Energy Imbalance Service (“EIS”) Market,³ and SPP and its stakeholders are in the process of developing additional day-ahead and real-time energy and ancillary service markets. Attachment X of the SPP Tariff sets forth SPP’s Credit Policy for services provided under the Tariff.

B. SPP Stakeholder Process

The Tariff revisions proposed in this filing were developed through the SPP stakeholder process. Specifically, the SPP Credit Practices Working Group (“CPWG”) developed the proposed Tariff revisions and approved them on September 14, 2011. The SPP Regional Tariff Working Group (“RTWG”) reviewed and approved the proposed Tariff revisions on September 30, 2011. The SPP Markets and Operations Policy Committee (“MOPC”) discussed and approved the proposed Tariff revisions on October 11, 2011. The SPP Board of Directors approved the proposed Tariff revisions at its October 24-25, 2011 meeting.⁴

² See *Sw. Power Pool, Inc.*, 89 FERC ¶ 61,084 (1999); *Sw. Power Pool, Inc.*, 86 FERC ¶ 61,090 (1999); *Sw. Power Pool, Inc.*, 82 FERC ¶ 61,267, *order on reh’g*, 85 FERC ¶ 61,031 (1998).

³ *Sw. Power Pool, Inc.*, 118 FERC ¶ 61,055 (2007) (accepting SPP’s Market Readiness Certification and authorizing a February 1, 2007 start date for the EIS Market).

⁴ The Commission has previously recognized that provisions approved through the stakeholder processes of RTOs and ISOs are due deference. See *Sw. Power Pool, Inc.*, 127 FERC ¶ 61,283, at P 33 (2009) (noting how the Commission “accord[s] an appropriate degree of deference to RTO stakeholder processes”); *New Eng. Power Pool*, 105 FERC ¶ 61,300, at P 34 (2003) (the Commission approving transmission cost allocation proposal based upon the extensive and thorough stakeholder process); *Policy Statement Regarding Regional Transmission Groups, 1991-1996 FERC Stats. & Regs., Regs. Preambles ¶ 30,976, at 30,872 (1993) (“RTG Policy Statement”)* (the Commission will afford an appropriate degree of deference to the stakeholder approval process). The Commission’s deference to RTO stakeholder processes has been upheld by the courts. See *Pub. Serv. Comm’n of Wis. v. FERC*, 545 F.3d 1058, 1062-63 (D.C. Cir. 2008) (noting how the Commission often gives weight to a proposal that is the position of the majority of a stakeholder group of the RTO) (quoting *Am. Elec. Power Serv.* (continued . . .)

C. Order No. 741 and SPP's Compliance Filing

On October 21, 2010, the Commission issued Order No. 741⁵ adopting reforms to credit policies used in organized wholesale electric power markets, including reforms to establish minimum criteria for market participation. The Commission stated that the purpose of the Order No. 741 reforms is to ensure just and reasonable rates in Commission-regulated markets by balancing the need for ensuring adequate access to credit against the need for protecting the markets and market participants from a default by a market participant and any associated costs of such a default that would be socialized to all market participants.⁶

On June 30, 2011, in Docket No. ER11-3967-000, SPP submitted its compliance filing in response to Order No. 741, which revised several sections of the SPP Credit Policy in Attachment X of the SPP Tariff, including the addition of minimum criteria for market participation. On September 15, 2011, the Commission conditionally accepted SPP's Order No. 741 compliance filing.⁷

II. DESCRIPTION OF AND JUSTIFICATION FOR TARIFF REVISIONS

Upon further review of the minimum criteria for market participation included in the Tariff to comply with the requirements of Order No. 741, SPP and its stakeholders identified an oversight that prevents a market participant from providing a guaranty and thereby use the guarantor's balance sheet to meet the minimum participation capitalization requirements. SPP is revising the minimum participation capitalization requirements to correct this oversight.

(. . . continued)

Corp. v. Midwest Indep. Transmission Sys. Operator, Inc., 122 FERC ¶ 61,083, at P 172 (2008)).

⁵ *Credit Reforms in Organized Wholesale Electric Markets*, Order No. 741, III FERC Stats. & Regs., Regs. Preambles ¶ 31,317 (2010), *order on reh'g*, Order No. 741-A, III FERC Stats. & Regs., Regs. Preambles ¶ 31,320, *reh'g denied*, Order No. 741-B, 135 FERC ¶ 61,242 (2011).

⁶ *See, e.g.*, Order No. 741 at PP 1-4, 7, 12-13, 32-34, 51-53, 72, 116, 119, 131, 133, 150; Order No. 741-A at PP 2, 9, 15, 22, 33, 35; Order No. 741-B at PP 3, 8-11.

⁷ *Southwest Power Pool, Inc.*, 136 FERC ¶ 61,189 (2011).

Section 3.1.1.8 of Attachment X of the SPP Tariff sets forth minimum participation for market participation. These requirements include that each market participant shall at a minimum, possess (a) a tangible net worth of \$1,000,000; (b) \$10,000,000 in assets; (c) a credit rating of, or equivalent to BBB-; or (d) if none of those alternatives can be met, additional financial security. The section also requires that a market participant meet the minimum criteria for market participation without assistance from a parent or an affiliate.

SPP is revising Section 3.1.1.8 of Attachment X to add an additional manner in which a market participant may meet the minimum criteria for market participant. Specifically, SPP is revising the section to: (i) add that a market participant utilizing a parental or affiliate guaranty may use the guarantor's balance sheet to meet the minimum participation capitalization; and (ii) remove the prohibition of a market participant receiving assistance from a parent or affiliate to meet the minimum participation criteria, which would have prohibited the use of the guarantor's balance sheet. These revisions include the addition of a new subsection (d), relabeling a prior subsection (d) as subsection (e), and revising the paragraph after subsection (e).

The new subsection (d) sets forth:

A Guaranty as described in Article Six of this Attachment X, and approved by SPP, through which the audited financials or Credit Rating of the guarantor is used to meet at least one of the alternatives specified in (a) through (c) above; or

The Commission has approved similar provisions permitting market participants to use parental guaranties to demonstrate tangible assets and net worth requirements included in minimum participation criteria for other RTOs.⁸ The Commission should

⁸ See, e.g., *PJM Interconnection, L.L.C.*, 136 FERC ¶ 61,190, at PP 46, 66-81 (2011) (approving provisions that market participants could use affiliate guaranties to meet minimum capitalization criteria for market participation); *Midwest Indep. Transmission Sys. Operator, Inc.*, 136 FERC ¶ 61,188, at PP 33-41 (2011) (approving provisions that market participants could use affiliate guaranties to meet minimum capitalization criteria for market participation set forth in Attachment L, Section III.B.1 of the tariff); *Cal. Indep. Sys. Operator Corp.*, 136 FERC ¶ 61,194, at PP 41-49 (2011) (approving provisions that market participants could use affiliate guaranties to meet minimum capitalization criteria for market participation set forth in Section 12.1(ii) of its tariff); *N. Y. Indep. Sys. Operator, Inc.*, 136 FERC ¶ 61,193, at PP 29, 39-42 (2011) (approving provisions that market participants could use affiliate guaranties to meet minimum capitalization criteria for market participation set forth in Section 26.1.1(d) of Attachment K of its tariff).

accept the revisions proposed in this filing as just and reasonable and consistent with the goals expressed in Order No. 741 of protecting markets and market participants from defaults.

III. EFFECTIVE DATE AND WAIVER

SPP requests that the Commission accept the Tariff revisions proposed in this filing with an effective date of January 1, 2012. To permit such an effective date, SPP requests a waiver of the Commission's 60-day notice requirement set forth at 18 C.F.R. § 35.3. Good cause exists to grant waiver of the notice requirement because an effective date of January 1, 2012, will allow SPP to implement the updated procedures for new Market Participants on the first day of the year.

IV. ADDITIONAL INFORMATION

A. Information Required by the Commission's Regulations⁹

1. Documents submitted with this filing:

In addition to this transmittal letter, SPP is submitting in electronic format clean and redlined versions of the proposed Tariff revisions.

2. Effective date:

SPP requests an effective date of January 1, 2012 for the revisions proposed in this filing.

3. Service:

SPP has served a copy of this filing on all of its Members and Customers and all state regulatory commissions in the SPP region, and will post a complete copy of this filing on the SPP web site, <http://www.spp.org>.

⁹ Because the revisions to the Tariff submitted herein do not involve any change in rates, the use of the abbreviated filing procedures as set forth in 18 C.F.R. § 35.13(a)(2)(iii) is appropriate.

4. Requisite agreements:

SPP's Board of Directors approved this filing at its meeting on October 24-25, 2011.

5. Estimate of transactions and revenues:

Not applicable.

6. Basis of rates:

The basis for the proposed Tariff revisions is explained above.

7. Comparison to rates for similar services:

Not applicable.

8. Specifically assignable facilities installed or modified:

There are none.

B. Communications

Correspondence and communications with respect to this filing should be sent to, and SPP requests the Secretary to include on the official service list, the following:

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V. CONCLUSION

For the reasons discussed above, SPP requests that the Commission accept the Tariff revisions proposed in this filing as just and reasonable effective January 1, 2012.

Respectfully submitted,

/s/ Deborah C. Brentani

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ARTICLE THREE

Credit Assessment

3.1 Minimum Criteria for Market Participation and Initial Credit Assessment.

3.1.1 Credit Application and Credit Information. A Credit Customer must submit a completed and duly executed Credit Application. A completed Credit Application includes submission of the Credit Application form (Appendix "A"), all information required under Section 3.1.1, and additional information that SPP may request. The Credit Customer must submit the following information with its Credit Application.

3.1.1.1 Audited Financial Statements and Related Information. All annual Financial Statements submitted must be audited. Financial Statements are the following.

- a. If the Credit Customer is subject to SEC reporting requirements, Financial Statements are:
 - i. Annual Reports on Form 10-K for the three fiscal years most recently ended, together with any amendments thereto;
 - ii. Quarterly Reports on Form 10-Q for each completed fiscal quarter of the then current fiscal year, together with any amendments thereto; and
 - iii. Form 8-K reports, if any, filed after the most recent Form 10-K.
- b. If the Credit Customer is not subject to SEC reporting requirements, Financial Statements are:
 - i. For each of the three fiscal years most recently ended, the Report of Independent Accountants (for each of the three fiscal years most recently ended); and audited financial statements, including balance sheet, income statement, statement of cash flow, and statement of stockholder's equity;
 - ii. For each completed fiscal quarter of the then current fiscal year; financial statements as described in (i) above. Unaudited quarterly financial statements are acceptable.
 - iii. Notes to financial statements; and
 - iv. Management's discussion and analysis, if any.
- c. The Credit Customer may submit Financial Statements by informing SPP, in writing, where the Financial Statements

can be retrieved through the Internet. Successful retrieval by SPP will satisfy the Financial Statements submission requirements of this Section. If SPP is not satisfied with the retrieval through the Internet, it may require the Credit Customer to submit Financial Statements in hard copy form.

- d. In the event any parts of the Financial Statements required under this Section are inapplicable to the Credit Customer, SPP may specify alternate requirements. SPP may request additional Financial Statements and related information at its sole discretion.
- e. For Not-For-Profit Credit Customers, some of the above financial submittals may not be applicable, and alternate requirements may be specified by SPP.
- f. In the credit evaluation of Not-For-Profit Credit Customers, SPP may request additional information as part of the overall financial review process and will consider other relevant factors in determining financial strength and creditworthiness.

3.1.1.2 References. The Credit Customer must provide at least one bank reference and at least three references from entities that have significant commercial relationships with the Credit Customer.

3.1.1.3 Loss Contingencies. The Credit Customer must fully and accurately identify and describe each of the following, or state that there are no such matters applicable to the Credit Customer:

- a. known pending or, to the Credit Customer's knowledge, threatened, court actions, arbitration proceeding, investigations, commitments, claims, contingencies, or existing or potential liabilities that are or would be Material if determined adversely to the Credit Customer;
- b. ongoing investigations by the SEC, the FERC, or of any other governing, regulatory, or standards body that is Material or would be Material if determined adversely to the Credit Customer;
- c. prior bankruptcy declarations or petitions, voluntary or involuntary, by or against the Credit Customer, its predecessors, subsidiaries or Affiliates; and

- d. Material defalcations or fraud by or involving the Credit Customer, its predecessors, subsidiaries or Affiliates, or any of their respective assets.

3.1.1.4 Affiliates. The Credit Customer must identify all Affiliates that are Credit Customers.

3.1.1.5 Total Potential Exposure Information. The Credit Customer shall provide an estimate of its current or anticipated transaction activity for all services under the Tariff or otherwise over the succeeding twelve months, sufficient to permit SPP to determine the Credit Customer's Total Potential Exposure.

3.1.1.6 Attestation of Risk Management Capabilities. Each applying Market Participant shall submit to SPP a notarized statement signed by an authorized officer *in the form attached as "Appendix E" to this Attachment X:*

- a. Attesting that the officer has signature authority to make the statement;
- b. Describing its risk management capabilities and procedures, including whether the applying Market Participant is engaged in hedging;
- c. Identifying the employee(s) of the Market Participant who perform the activities described in (b) above, or if those activities are contracted to an external organization, identifying such organization;
- d. Defining the special training, skills, experience, and industry tenure of those person(s) performing the activities described in (b) above; and
- e. Providing any other information that may assist SPP in determining the risk management capabilities of the applying Market Participant.

Such attestation shall be renewed and updated for each successive year of market participation, *and shall be submitted to SPP no later than April 30 of each year.*

If the risk management capabilities of the applying Market Participant are deemed insufficient by SPP for the type of service that will be undertaken or if the attestation is deemed insufficient by SPP to determine the risk management capabilities of the applying Market Participant, the applying Market Participant shall be declined participation in all SPP markets. *A Market Participant will have two (2) Business Days from receipt of notice from SPP that its attestation was deemed insufficient to cure any deficiency*

identified by SPP prior to being declined participation in SPP markets.

3.1.1.7 Additional Information. At any time and from time to time, SPP may request such additional information as SPP determines is necessary and appropriate for the Credit Assessment and the Credit Customer shall timely provide such additional information. At any time, the Credit Customer may provide SPP with additional information that the Credit Customer considers relevant to the Credit Assessment.

3.1.1.8 Minimum Criteria for Market Participation. Each Market Participant shall, at a minimum, possess:

- a. A Tangible Net Worth of One Million Dollars (\$1,000,000) as shown in the most recent fiscal year end audited financial statements as described in Section 3.1.1.1; or
- b. Ten Million Dollars (\$10,000,000) in assets as shown in the most recent fiscal year end audited financial statement as described in Section 3.1.1.1; or
- c. A Credit Rating of, or equivalent to, BBB-; or
- d. A Guaranty as described in Article Six of this Attachment X, and approved by SPP, through which the audited financials or Credit Rating of the Guarantor is used to meet at least one of the alternatives specified in (a) through (c) above; or
- e. In the event a Market Participant cannot meet at least one of the alternatives specified in (a) through (d) above, the Market Participant shall, at a minimum, deposit with SPP Two Hundred Thousand Dollars (\$200,000) in Financial Security to be segregated and unavailable to secure any market or transmission activity. Pursuant to election of this alternative, if the anticipated activity at time of application or actual market activity as determined in Article Five, of the Market Participant exceeds One Hundred Thousand Dollars (\$100,000) in Market Exposure, the Market Participant shall provide SPP twice the amount of Financial Security that would otherwise be required of the Market Participant pursuant to Section 4.4.

If the applying Market Participant is unable to meet the minimum criteria for market participation, the applying Market Participant shall be declined participation in all SPP markets.

Failure at any time of a Market Participant to continue to satisfy these minimum criteria for market participation shall be deemed a Material Adverse Change pursuant to Section 3.2.7.

3.1.1.9 Risk Management Verification Process

Through a periodic compliance verification process, SPP shall review and verify Market Participants' risk management policies, practices, and procedures pertaining to the Market Participants' activities in the SPP markets. Such review shall include verification that:

- 1. The risk management framework is documented in a risk policy addressing market, credit, and liquidity risks;*
- 2. The Market Participant maintains an organizational structure with clearly defined roles and responsibilities that clearly segregates trading and risk management functions;*
- 3. There is clarity of authority specifying the types of transactions into which traders are allowed to enter;*
- 4. The Market Participant has requirements that traders have adequate training or expertise relative to their authority in the systems and SPP markets in which they transact;*
- 5. As appropriate, risk limits are in place to control risk exposures;*
- 6. Reporting is in place to ensure that risks and exceptions are adequately communicated throughout the organization;*
- 7. Processes are in place for qualified independent review of trading activities; and*
- 8. As appropriate, there is periodic valuation or mark-to-market of risk positions.*

SPP may select Market Participants for review on a random basis and/or based on identified risk factors such as, but not limited to, the SPP markets in which the Market Participant is transacting, the magnitude of the Market Participant's transactions, or the volume of the Market Participant's open positions. Those Market Participants notified by SPP that they have been selected for review shall, upon fourteen (14) calendar days notice, provide a copy of their current governing risk control policies, procedures, and controls applicable to their SPP market activities and shall also provide such further information or documentation pertaining to the Market Participants' activities in the SPP markets as SPP may reasonably request. Market Participants selected for risk management verification through a random process and satisfactorily verified by SPP shall be excluded from such verification process based on a random selection for the subsequent two years. SPP shall annually randomly select for review no more than twenty percent (20%) of the Market Participants.

Each selected Market Participant's continued eligibility to participate in the SPP markets is conditioned upon SPP notifying the Market Participant of successful completion of SPP's verification, provided, however, that if SPP notifies the Market Participant in writing that it could not successfully complete the verification process, SPP shall allow such Market Participant fourteen (14) calendar days to provide sufficient evidence for verification prior to declaring the Market Participant as ineligible to continue to participate in SPP's markets, which declaration shall be in writing with an explanation of why SPP could not complete the verification. If, prior to the expiration of such fourteen (14) calendar days, the Market Participant demonstrates to SPP that it has filed with the Federal Energy Regulatory Commission an appeal of SPP's risk management verification determination, then the Market Participant shall retain its transaction rights, pending the Commission's determination on the Market Participant's appeal. SPP may retain outside expertise to perform the review and verification function described in this section. SPP and any third party it may retain will treat as confidential the documentation provided by a Market Participant under this section, consistent with the applicable provisions of the Tariff.

3.1.2 Rating Agency Information. In the initial Credit Assessment and in subsequent and ongoing assessments, SPP will consider Rating Agency reports applicable to the Credit Customer. This review will be focused on the Credit Customer's unsecured, senior long-term debt ratings. If these ratings are not available, SPP will consider issuer ratings.

3.1.3 Power Supply Agent Disclosure Requirements. A Not-For-Profit Credit Customer may request that its suggested Unsecured Credit Allowance calculation reflect as equity the outstanding balance of revenue bonds issued by the Not-For-Profit Credit Customer when such revenue bonds are issued solely in support of the Not-For-Profit Credit Customer's role as power supply agent for not-for-profit electric distribution utilities. In support of such request, the Not-For-Profit Credit Customer must provide SPP with the following information:

- (a) Management representation letter stating:
 - (i) Principal amount, in dollars, of revenue bonds outstanding;
 - (ii) Prior to default and after default, debt service on the revenue bonds is payable only after operating expenses are paid;
 - (iii) Amounts payable to SPP under this Tariff are operating expenses for purposes of the revenue bonds; and
 - (iv) The trustee for the revenue bonds has a valid and binding security interest in the revenues or net revenues from the power supply

contracts to secure payment of the revenue bonds and the Not-For-Profit Customer has not granted any lien thereon prior to the lien of the bond resolution.

- (b) Opinion of counsel stating:
 - (i) The power supply contracts are binding obligations of the Not-For-Profit Credit Customer enforceable in accordance with their terms;
 - (ii) The trustee of the revenue bonds has a valid and binding security interest in, or assignment and pledge of, the revenues or net revenues from the power supply contracts to secure payment of the revenue bonds;
 - (iii) The resolution or other document creating the security interest or pledge and providing for the priority of payment is enforceable in accordance with its terms;
 - (iv) Prior to default and after default, debt service on the revenue bonds is payable only after operating expenses are paid; and
 - (v) Amounts payable to SPP for transmission and energy services under this Tariff are operating expenses for purposes of the revenue bonds.
- (c) All Rating Agency ratings on revenue bond(s).

The opinion of counsel referenced above shall be provided to SPP together with copies of the most recent written opinions of counsel, if any, for each member of the Not-For-Profit Credit Customer that relate to the enforceability of the power supply contract(s).

3.1.4 Guaranties. If the Credit Customer proposes a Guaranty to establish, contribute to, or maintain an Unsecured Credit Allowance, Credit Information required under Section 3.1.1 must be submitted with respect to both the Credit Customer and the proposed Guarantor.

3.2. Annual and Other Ongoing Credit Assessments.

3.2.1 Purpose of Annual and Other Ongoing Credit Assessments. At least once annually, SPP will review and update its Credit Assessment for each Credit Customer. This will include a review of the Credit Customer's creditworthiness and consideration of revisions of the Credit Customer's (a) Unsecured Credit Allowance; (b) Financial Security requirements; and (c) Total Credit Limit. In its sole discretion, SPP may conduct additional reviews and updates, including reviews in response to new facts or occurrences that may bear upon the Credit Customer's creditworthiness. Unless otherwise stated, all annual information required under Section 3.2 shall be provided to SPP no later than 120 days after the end of the Credit Customer's fiscal year.

3.2.2 Procedures for Posting Additional Financial Security or Taking Other Corrective Measures. In the event a Credit Customer experiences a Material

Adverse Change, SPP may invoke its right to require the Credit Customer to post additional Financial Security, cease one or more transactions, or take other measures to restore confidence in the Credit Customer's ability to transact safely. In addition, based upon the annual or other Credit Assessment, SPP may, at any time, revise any (a) Unsecured Credit Allowance; (b) Financial Security requirements; and (c) Total Credit Limit, applicable to the Credit Customer. If SPP has upwardly revised the required amount of Financial Security, the Credit Customer will have two (2) Business Days from receipt of the notice from SPP to provide the required Financial Security, in an amount and form acceptable to SPP. Failure to provide additional required Financial Security shall be a Default under this Credit Policy and a default under the Tariff.

3.2.3 Rating Agency Information. The Credit Customer will give notice to SPP of any changes to its Credit Ratings within five (5) Business Days of the announcement of the change.

3.2.4 Financial Statements. On an annual basis, and except as otherwise stated with respect to quarterly reports, each Credit Customer must provide SPP with updated Financial Statements within ten (10) days after they become available, and in no event later than 120 days after the end of the Credit Customer's fiscal year. Quarterly reports must be provided quarterly, within ten (10) days after they become available. Financial Statements may be submitted in the manner provided under Section 3.1.1.1.

3.2.5 Power Supply Agent Disclosure Requirements. A Not-For-Profit Credit Customer that initially qualified to have its suggested Unsecured Credit Allowance calculation reflect as equity the outstanding balance of revenue bonds issued by the Not-For-Profit Credit Customer, and is requesting to continue to have its suggested Unsecured Credit Allowance calculation reflect as equity the outstanding balance of revenue bonds issued by the Not-For-Profit Credit Customer when such revenue bonds are issued solely in support of the Not-For-Profit Credit Customer's role as power supply agent for not-for-profit electric distribution utilities, must at all times comply with the following information reporting requirements:

- (a) The Not-For-Profit Credit Customer must advise SPP of the principal amount of revenue bonds outstanding on an annual basis;
- (b) The Not-For-Profit Credit Customer must advise SPP within ten (10) days if the principal amount of the revenue bonds outstanding is reduced by more than twenty percent (20%) from the amount last certified by the Not-For-Profit Credit Customer;
- (c) The Not-For-Profit Credit Customer must advise SPP immediately if the security interest of the trustee is released or the Not-For-Profit Credit Customer grants any lien prior to the lien of the bond resolution; and

- (d) The Not-For-Profit Credit Customer must advise SPP within ten (10) days of any downgrade of any of the Not-For-Profit Credit Customer's revenue bond ratings issued by a Rating Agency.

3.2.6 Other Credit Information. On an annual basis, each Credit Customer must provide SPP with the information specified in Section 3.1.1.3 (Loss Contingencies), 3.1.1.4 (Affiliates), 3.1.1.6 (Additional Information).

3.2.7 Material Adverse Changes. Each Credit Customer must give SPP notice of any Material Adverse Change in its financial condition (and, as applicable, the financial condition of its Guarantor) within two (2) Business Days of the occurrence of the Material Adverse Change. If a Credit Customer or Guarantor files a Form 10-K, Form 10-Q, or Form 8-K with the SEC, notice of such filing, timely delivered to SPP in accordance herewith, will suffice on the condition that such notice states that the filing addresses a Material Adverse Change.

A Material Adverse Change in financial condition includes any Material change in operations or financial condition that a reasonable examiner of creditworthiness would deem material to decisions concerning the extension of credit, including but not limited to, any of the following ("Material Adverse Change"):

- a. A downgrade of any debt rating or issuer rating, or change in the outlook of any Credit Rating, including debt rating or issuer rating;
- b. Any placement on a credit watch with negative implication by a Rating Agency;
- c. The filing of a lawsuit or initiation of an arbitration, investigation or other proceeding (including regulatory proceeding) which if decided adversely could have a Material effect on any current or future financial results or financial condition;
- d. The merger, acquisition or any other form of business combination involving the credit customer.
- e. Any adverse changes in financial condition which, individually, or in the aggregate, are Material;
- f. Any adverse changes, events or occurrences which, individually or in the aggregate, could affect the ability of the Credit Customer to pay its debts as they become due or could have a Material adverse effect on any current or future financial results or financial condition;
- g. Discovery or disclosure of conflict of interest issues;

- h. Resignation or removal of a key officer or director;
- i. Any action requiring the filing of a Form 8-K;
- j. Any report of a quarterly or annual loss or a decline in earnings of ten (10) percent or greater compared to the prior period;
- k. Any restatement of prior financial statements; and
- l. Failure of a Market Participant to continue to satisfy the minimum criteria for market participation specified in 3.1.1.8.

3.2.7.1 Notification of a Material Adverse Change by SPP to a Credit Customer. Upon the occurrence of a Material Adverse Change and prior to SPP compelling a Credit Customer to post additional Financial Security, cease one or more transactions, or take other measures to restore confidence in the Credit Customer's ability to transact business safely as a result of any Material Adverse Change, SPP shall provide, when feasible, reasonable advance notice in writing, by fax, electronic mail, hand delivery, reputable overnight courier, or first-class mail, to the Credit Contact designated by the Credit Customer pursuant to Section 9.1 of this Credit Policy. If delivery to the Credit Contact fails, then SPP may effect delivery to any officer, executive, or manager of the Credit Customer. Such notice shall identify the reasoning behind the invocation of the Material Adverse Change clause and be signed by an authorized representative of SPP.

3.2.8 Affiliates. Each Credit Customer must identify all Affiliates that are Credit Customers.

3.2.9 Additional Information. At any time and from time to time, SPP may request such additional information as SPP determines is necessary and appropriate for the Credit Assessment and the Credit Customer shall timely provide such additional information. At any time, the Credit Customer may provide SPP with additional information that the Credit Customer considers relevant to the Credit Assessment.

3.2.10 Guaranties. If the Credit Customer relies upon a Guaranty to maintain an Unsecured Credit Allowance, Credit Information required under Section 3.2 must be submitted with respect to both the Credit Customer and the Guarantor.

3.2.11 Alternate Requirements. For Not-For-Profit Credit Customers, some of the above financial submittals may not be applicable, and alternate requirements may be specified by SPP.

3.2.12 In the credit evaluation of Not-For-Profit Credit Customers, SPP may request additional information as part of the overall financial review process and will consider other relevant factors in determining financial strength and creditworthiness.

3.3 SPP Rights to Use Other Information. Notwithstanding any provision of this Credit Policy, SPP shall have the right to utilize, in a Credit Assessment, any information of which it is aware concerning the Credit Customer.

3.4 Positive Material Change in Financial Condition of the Credit Customer. If there is a positive Material change in the financial condition of the Credit Customer, a significant reduction in the Total Potential Exposure of the Credit Customer, or any other change that the Credit Customer believes may warrant an increase in the Credit Customer's Unsecured Credit Allowance and/or a reduction in the Financial Security required of the Credit Customer, the Credit Customer may make a written request to SPP to update the Credit Assessment and include or refer to any supporting information. SPP may request any Credit Information described in Section 3.2 to evaluate the merit of the Credit Customer's request. SPP anticipates that it will respond to the Credit Customer's request within a reasonable period of time, generally within ten (10) Business Days after receiving all information that is required for an ongoing review as required in this Article.

ARTICLE THREE

Credit Assessment

3.1 Minimum Criteria for Market Participation and Initial Credit Assessment.

3.1.1 Credit Application and Credit Information. A Credit Customer must submit a completed and duly executed Credit Application. A completed Credit Application includes submission of the Credit Application form (Appendix “A”), all information required under Section 3.1.1, and additional information that SPP may request. The Credit Customer must submit the following information with its Credit Application.

3.1.1.1 Audited Financial Statements and Related Information. All annual Financial Statements submitted must be audited. Financial Statements are the following.

- a. If the Credit Customer is subject to SEC reporting requirements, Financial Statements are:
 - i. Annual Reports on Form 10-K for the three fiscal years most recently ended, together with any amendments thereto;
 - ii. Quarterly Reports on Form 10-Q for each completed fiscal quarter of the then current fiscal year, together with any amendments thereto; and
 - iii. Form 8-K reports, if any, filed after the most recent Form 10-K.
- b. If the Credit Customer is not subject to SEC reporting requirements, Financial Statements are:
 - i. For each of the three fiscal years most recently ended, the Report of Independent Accountants (for each of the three fiscal years most recently ended); and audited financial statements, including balance sheet, income statement, statement of cash flow, and statement of stockholder’s equity;
 - ii. For each completed fiscal quarter of the then current fiscal year; financial statements as described in (i) above. Unaudited quarterly financial statements are acceptable.
 - iii. Notes to financial statements; and
 - iv. Management’s discussion and analysis, if any.
- c. The Credit Customer may submit Financial Statements by informing SPP, in writing, where the Financial Statements

can be retrieved through the Internet. Successful retrieval by SPP will satisfy the Financial Statements submission requirements of this Section. If SPP is not satisfied with the retrieval through the Internet, it may require the Credit Customer to submit Financial Statements in hard copy form.

- d. In the event any parts of the Financial Statements required under this Section are inapplicable to the Credit Customer, SPP may specify alternate requirements. SPP may request additional Financial Statements and related information at its sole discretion.
- e. For Not-For-Profit Credit Customers, some of the above financial submittals may not be applicable, and alternate requirements may be specified by SPP.
- f. In the credit evaluation of Not-For-Profit Credit Customers, SPP may request additional information as part of the overall financial review process and will consider other relevant factors in determining financial strength and creditworthiness.

3.1.1.2 References. The Credit Customer must provide at least one bank reference and at least three references from entities that have significant commercial relationships with the Credit Customer.

3.1.1.3 Loss Contingencies. The Credit Customer must fully and accurately identify and describe each of the following, or state that there are no such matters applicable to the Credit Customer:

- a. known pending or, to the Credit Customer's knowledge, threatened, court actions, arbitration proceeding, investigations, commitments, claims, contingencies, or existing or potential liabilities that are or would be Material if determined adversely to the Credit Customer;
- b. ongoing investigations by the SEC, the FERC, or of any other governing, regulatory, or standards body that is Material or would be Material if determined adversely to the Credit Customer;
- c. prior bankruptcy declarations or petitions, voluntary or involuntary, by or against the Credit Customer, its predecessors, subsidiaries or Affiliates; and

- d. Material defalcations or fraud by or involving the Credit Customer, its predecessors, subsidiaries or Affiliates, or any of their respective assets.

3.1.1.4 Affiliates. The Credit Customer must identify all Affiliates that are Credit Customers.

3.1.1.5 Total Potential Exposure Information. The Credit Customer shall provide an estimate of its current or anticipated transaction activity for all services under the Tariff or otherwise over the succeeding twelve months, sufficient to permit SPP to determine the Credit Customer's Total Potential Exposure.

3.1.1.6 Attestation of Risk Management Capabilities. Each applying Market Participant shall submit to SPP a notarized statement signed by an authorized officer *in the form attached as "Appendix E" to this Attachment X*:

- a. Attesting that the officer has signature authority to make the statement;
- b. Describing its risk management capabilities and procedures, including whether the applying Market Participant is engaged in hedging;
- c. Identifying the employee(s) of the Market Participant who perform the activities described in (b) above, or if those activities are contracted to an external organization, identifying such organization;
- d. Defining the special training, skills, experience, and industry tenure of those person(s) performing the activities described in (b) above; and
- e. Providing any other information that may assist SPP in determining the risk management capabilities of the applying Market Participant.

Such attestation shall be renewed and updated for each successive year of market participation, *and shall be submitted to SPP no later than April 30 of each year.*

If the risk management capabilities of the applying Market Participant are deemed insufficient by SPP for the type of service that will be undertaken or if the attestation is deemed insufficient by SPP to determine the risk management capabilities of the applying Market Participant, the applying Market Participant shall be declined participation in all SPP markets. *A Market Participant will have two (2) Business Days from receipt of notice from SPP that its attestation was deemed insufficient to cure any deficiency*

identified by SPP prior to being declined participation in SPP markets.

3.1.1.7 Additional Information. At any time and from time to time, SPP may request such additional information as SPP determines is necessary and appropriate for the Credit Assessment and the Credit Customer shall timely provide such additional information. At any time, the Credit Customer may provide SPP with additional information that the Credit Customer considers relevant to the Credit Assessment.

3.1.1.8 Minimum Criteria for Market Participation. Each Market Participant shall, at a minimum, possess:

- a. A Tangible Net Worth of One Million Dollars (\$1,000,000) as shown in the most recent fiscal year end audited financial statements as described in Section 3.1.1.1; or
- b. Ten Million Dollars (\$10,000,000) in assets as shown in the most recent fiscal year end audited financial statement as described in Section 3.1.1.1; or
- c. A Credit Rating of, or equivalent to, BBB-; or
- d. A Guaranty as described in Article Six of this Attachment X, and approved by SPP, through which the audited financials or Credit Rating of the Guarantor is used to meet at least one of the alternatives specified in (a) through (c) above; or
- ~~d~~e. In the event a Market Participant cannot meet at least one of the alternatives specified in (a) through (ed) above, the Market Participant shall, at a minimum, deposit with SPP Two Hundred Thousand Dollars (\$200,000) in Financial Security to be segregated and unavailable to secure any market or transmission activity. Pursuant to election of this alternative, if the anticipated activity at time of application or actual market activity as determined in Article Five, of the Market Participant exceeds One Hundred Thousand Dollars (\$100,000) in Market Exposure, the Market Participant shall provide SPP twice the amount of Financial Security that would otherwise be required of the Market Participant pursuant to Section 4.4.

If the applying Market Participant, ~~without assistance from a parent or Affiliate,~~ is unable to meet the minimum criteria for market participation, the applying Market Participant shall be declined participation in all SPP markets.

Failure at any time of a Market Participant to continue to satisfy these minimum criteria for market participation shall be deemed a Material Adverse Change pursuant to Section 3.2.7.

3.1.1.9 Risk Management Verification Process

Through a periodic compliance verification process, SPP shall review and verify Market Participants' risk management policies, practices, and procedures pertaining to the Market Participants' activities in the SPP markets. Such review shall include verification that:

- 1. The risk management framework is documented in a risk policy addressing market, credit, and liquidity risks;*
- 2. The Market Participant maintains an organizational structure with clearly defined roles and responsibilities that clearly segregates trading and risk management functions;*
- 3. There is clarity of authority specifying the types of transactions into which traders are allowed to enter;*
- 4. The Market Participant has requirements that traders have adequate training or expertise relative to their authority in the systems and SPP markets in which they transact;*
- 5. As appropriate, risk limits are in place to control risk exposures;*
- 6. Reporting is in place to ensure that risks and exceptions are adequately communicated throughout the organization;*
- 7. Processes are in place for qualified independent review of trading activities; and*
- 8. As appropriate, there is periodic valuation or mark-to-market of risk positions.*

SPP may select Market Participants for review on a random basis and/or based on identified risk factors such as, but not limited to, the SPP markets in which the Market Participant is transacting, the magnitude of the Market Participant's transactions, or the volume of the Market Participant's open positions. Those Market Participants notified by SPP that they have been selected for review shall, upon fourteen (14) calendar days notice, provide a copy of their current governing risk control policies, procedures, and controls applicable to their SPP market activities and shall also provide such further information or documentation pertaining to the Market Participants' activities in the SPP markets as SPP may reasonably request. Market Participants selected for risk management verification through a random process and satisfactorily verified by SPP shall be excluded from such verification process based on a random selection for the

subsequent two years. SPP shall annually randomly select for review no more than twenty percent (20%) of the Market Participants.

Each selected Market Participant's continued eligibility to participate in the SPP markets is conditioned upon SPP notifying the Market Participant of successful completion of SPP's verification, provided, however, that if SPP notifies the Market Participant in writing that it could not successfully complete the verification process, SPP shall allow such Market Participant fourteen (14) calendar days to provide sufficient evidence for verification prior to declaring the Market Participant as ineligible to continue to participate in SPP's markets, which declaration shall be in writing with an explanation of why SPP could not complete the verification. If, prior to the expiration of such fourteen (14) calendar days, the Market Participant demonstrates to SPP that it has filed with the Federal Energy Regulatory Commission an appeal of SPP's risk management verification determination, then the Market Participant shall retain its transaction rights, pending the Commission's determination on the Market Participant's appeal. SPP may retain outside expertise to perform the review and verification function described in this section. SPP and any third party it may retain will treat as confidential the documentation provided by a Market Participant under this section, consistent with the applicable provisions of the Tariff.

3.1.2 Rating Agency Information. In the initial Credit Assessment and in subsequent and ongoing assessments, SPP will consider Rating Agency reports applicable to the Credit Customer. This review will be focused on the Credit Customer's unsecured, senior long-term debt ratings. If these ratings are not available, SPP will consider issuer ratings.

3.1.3 Power Supply Agent Disclosure Requirements. A Not-For-Profit Credit Customer may request that its suggested Unsecured Credit Allowance calculation reflect as equity the outstanding balance of revenue bonds issued by the Not-For-Profit Credit Customer when such revenue bonds are issued solely in support of the Not-For-Profit Credit Customer's role as power supply agent for not-for-profit electric distribution utilities. In support of such request, the Not-For-Profit Credit Customer must provide SPP with the following information:

- (a) Management representation letter stating:
 - (i) Principal amount, in dollars, of revenue bonds outstanding;
 - (ii) Prior to default and after default, debt service on the revenue bonds is payable only after operating expenses are paid;

- (iii) Amounts payable to SPP under this Tariff are operating expenses for purposes of the revenue bonds; and
 - (iv) The trustee for the revenue bonds has a valid and binding security interest in the revenues or net revenues from the power supply contracts to secure payment of the revenue bonds and the Not-For-Profit Customer has not granted any lien thereon prior to the lien of the bond resolution.
- (b) Opinion of counsel stating:
 - (i) The power supply contracts are binding obligations of the Not-For-Profit Credit Customer enforceable in accordance with their terms;
 - (ii) The trustee of the revenue bonds has a valid and binding security interest in, or assignment and pledge of, the revenues or net revenues from the power supply contracts to secure payment of the revenue bonds;
 - (iii) The resolution or other document creating the security interest or pledge and providing for the priority of payment is enforceable in accordance with its terms;
 - (iv) Prior to default and after default, debt service on the revenue bonds is payable only after operating expenses are paid; and
 - (v) Amounts payable to SPP for transmission and energy services under this Tariff are operating expenses for purposes of the revenue bonds.
- (c) All Rating Agency ratings on revenue bond(s).

The opinion of counsel referenced above shall be provided to SPP together with copies of the most recent written opinions of counsel, if any, for each member of the Not-For-Profit Credit Customer that relate to the enforceability of the power supply contract(s).

3.1.4 Guaranties. If the Credit Customer proposes a Guaranty to establish, contribute to, or maintain an Unsecured Credit Allowance, Credit Information required under Section 3.1.1 must be submitted with respect to both the Credit Customer and the proposed Guarantor.

3.2. Annual and Other Ongoing Credit Assessments.

3.2.1 Purpose of Annual and Other Ongoing Credit Assessments. At least once annually, SPP will review and update its Credit Assessment for each Credit Customer. This will include a review of the Credit Customer's creditworthiness and consideration of revisions of the Credit Customer's (a) Unsecured Credit Allowance; (b) Financial Security requirements; and (c) Total Credit Limit. In its sole discretion, SPP may conduct additional reviews and updates, including reviews in response to new facts or occurrences that may bear upon the Credit Customer's creditworthiness. Unless otherwise stated, all annual information

required under Section 3.2 shall be provided to SPP no later than 120 days after the end of the Credit Customer's fiscal year.

3.2.2 Procedures for Posting Additional Financial Security or Taking Other Corrective Measures. In the event a Credit Customer experiences a Material Adverse Change, SPP may invoke its right to require the Credit Customer to post additional Financial Security, cease one or more transactions, or take other measures to restore confidence in the Credit Customer's ability to transact safely. In addition, based upon the annual or other Credit Assessment, SPP may, at any time, revise any (a) Unsecured Credit Allowance; (b) Financial Security requirements; and (c) Total Credit Limit, applicable to the Credit Customer. If SPP has upwardly revised the required amount of Financial Security, the Credit Customer will have two (2) Business Days from receipt of the notice from SPP to provide the required Financial Security, in an amount and form acceptable to SPP. Failure to provide additional required Financial Security shall be a Default under this Credit Policy and a default under the Tariff.

3.2.3 Rating Agency Information. The Credit Customer will give notice to SPP of any changes to its Credit Ratings within five (5) Business Days of the announcement of the change.

3.2.4 Financial Statements. On an annual basis, and except as otherwise stated with respect to quarterly reports, each Credit Customer must provide SPP with updated Financial Statements within ten (10) days after they become available, and in no event later than 120 days after the end of the Credit Customer's fiscal year. Quarterly reports must be provided quarterly, within ten (10) days after they become available. Financial Statements may be submitted in the manner provided under Section 3.1.1.1.

3.2.5 Power Supply Agent Disclosure Requirements. A Not-For-Profit Credit Customer that initially qualified to have its suggested Unsecured Credit Allowance calculation reflect as equity the outstanding balance of revenue bonds issued by the Not-For-Profit Credit Customer, and is requesting to continue to have its suggested Unsecured Credit Allowance calculation reflect as equity the outstanding balance of revenue bonds issued by the Not-For-Profit Credit Customer when such revenue bonds are issued solely in support of the Not-For-Profit Credit Customer's role as power supply agent for not-for-profit electric distribution utilities, must at all times comply with the following information reporting requirements:

- (a) The Not-For-Profit Credit Customer must advise SPP of the principal amount of revenue bonds outstanding on an annual basis;
- (b) The Not-For-Profit Credit Customer must advise SPP within ten (10) days if the principal amount of the revenue bonds outstanding is reduced by

more than twenty percent (20%) from the amount last certified by the Not-For-Profit Credit Customer;

- (c) The Not-For-Profit Credit Customer must advise SPP immediately if the security interest of the trustee is released or the Not-For-Profit Credit Customer grants any lien prior to the lien of the bond resolution; and
- (d) The Not-For-Profit Credit Customer must advise SPP within ten (10) days of any downgrade of any of the Not-For-Profit Credit Customer's revenue bond ratings issued by a Rating Agency.

3.2.6 Other Credit Information. On an annual basis, each Credit Customer must provide SPP with the information specified in Section 3.1.1.3 (Loss Contingencies), 3.1.1.4 (Affiliates), 3.1.1.6 (Additional Information).

3.2.7 Material Adverse Changes. Each Credit Customer must give SPP notice of any Material Adverse Change in its financial condition (and, as applicable, the financial condition of its Guarantor) within two (2) Business Days of the occurrence of the Material Adverse Change. If a Credit Customer or Guarantor files a Form 10-K, Form 10-Q, or Form 8-K with the SEC, notice of such filing, timely delivered to SPP in accordance herewith, will suffice on the condition that such notice states that the filing addresses a Material Adverse Change.

A Material Adverse Change in financial condition includes any Material change in operations or financial condition that a reasonable examiner of creditworthiness would deem material to decisions concerning the extension of credit, including but not limited to, any of the following ("Material Adverse Change"):

- a. A downgrade of any debt rating or issuer rating, or change in the outlook of any Credit Rating, including debt rating or issuer rating;
- b. Any placement on a credit watch with negative implication by a Rating Agency;
- c. The filing of a lawsuit or initiation of an arbitration, investigation or other proceeding (including regulatory proceeding) which if decided adversely could have a Material effect on any current or future financial results or financial condition;
- d. The merger, acquisition or any other form of business combination involving the credit customer.
- e. Any adverse changes in financial condition which, individually, or in the aggregate, are Material;

- f. Any adverse changes, events or occurrences which, individually or in the aggregate, could affect the ability of the Credit Customer to pay its debts as they become due or could have a Material adverse effect on any current or future financial results or financial condition;
- g. Discovery or disclosure of conflict of interest issues;
- h. Resignation or removal of a key officer or director;
- i. Any action requiring the filing of a Form 8-K;
- j. Any report of a quarterly or annual loss or a decline in earnings of ten (10) percent or greater compared to the prior period;
- k. Any restatement of prior financial statements; and
- l. Failure of a Market Participant to continue to satisfy the minimum criteria for market participation specified in 3.1.1.8.

3.2.7.1 Notification of a Material Adverse Change by SPP to a Credit Customer. Upon the occurrence of a Material Adverse Change and prior to SPP compelling a Credit Customer to post additional Financial Security, cease one or more transactions, or take other measures to restore confidence in the Credit Customer's ability to transact business safely as a result of any Material Adverse Change, SPP shall provide, when feasible, reasonable advance notice in writing, by fax, electronic mail, hand delivery, reputable overnight courier, or first-class mail, to the Credit Contact designated by the Credit Customer pursuant to Section 9.1 of this Credit Policy. If delivery to the Credit Contact fails, then SPP may effect delivery to any officer, executive, or manager of the Credit Customer. Such notice shall identify the reasoning behind the invocation of the Material Adverse Change clause and be signed by an authorized representative of SPP.

3.2.8 Affiliates. Each Credit Customer must identify all Affiliates that are Credit Customers.

3.2.9 Additional Information. At any time and from time to time, SPP may request such additional information as SPP determines is necessary and appropriate for the Credit Assessment and the Credit Customer shall timely provide such additional information. At any time, the Credit Customer may provide SPP with additional information that the Credit Customer considers relevant to the Credit Assessment.

3.2.10 Guaranties. If the Credit Customer relies upon a Guaranty to maintain an Unsecured Credit Allowance, Credit Information required under Section 3.2 must be submitted with respect to both the Credit Customer and the Guarantor.

3.2.11 Alternate Requirements. For Not-For-Profit Credit Customers, some of the above financial submittals may not be applicable, and alternate requirements may be specified by SPP.

3.2.12 In the credit evaluation of Not-For-Profit Credit Customers, SPP may request additional information as part of the overall financial review process and will consider other relevant factors in determining financial strength and creditworthiness.

3.3 SPP Rights to Use Other Information. Notwithstanding any provision of this Credit Policy, SPP shall have the right to utilize, in a Credit Assessment, any information of which it is aware concerning the Credit Customer.

3.4 Positive Material Change in Financial Condition of the Credit Customer. If there is a positive Material change in the financial condition of the Credit Customer, a significant reduction in the Total Potential Exposure of the Credit Customer, or any other change that the Credit Customer believes may warrant an increase in the Credit Customer's Unsecured Credit Allowance and/or a reduction in the Financial Security required of the Credit Customer, the Credit Customer may make a written request to SPP to update the Credit Assessment and include or refer to any supporting information. SPP may request any Credit Information described in Section 3.2 to evaluate the merit of the Credit Customer's request. SPP anticipates that it will respond to the Credit Customer's request within a reasonable period of time, generally within ten (10) Business Days after receiving all information that is required for an ongoing review as required in this Article.