

SECOND FUNDING AGREEMENT

THIS SECOND FUNDING AGREEMENT is entered into as of _____ by and among Avista Corporation (“Avista”); the Bonneville Power Administration (“BPA”); Public Utility District No. 1 of Chelan County, Washington (“Chelan County PUD”); Public Utility District No. 2 of Grant County, Washington (“Grant County PUD”); Puget Sound Energy, Inc. (“Puget”); the City of Seattle, a municipal corporation of the State of Washington, acting by and through its City Light Department (“Seattle City Light”); the City of Tacoma, Department of Public Utilities, Light Division (dba Tacoma Power) (“Tacoma Power”); and ColumbiaGrid, a Washington state nonprofit corporation. This Agreement shall become effective upon execution and delivery by ColumbiaGrid, Avista, BPA, Chelan County PUD, Grant County PUD, Puget, Seattle City Light, and Tacoma Power (the “Effective Date”); *provided that* if the Agreement is not executed and delivered by all of the Parties by September 1, 2006, it shall not become effective after that date unless otherwise agreed in writing by all of the Parties.

RECITALS:

- A. Each of the Funders named above is a Member of ColumbiaGrid identified in the Bylaws of ColumbiaGrid in effect as of the Effective Date;
- B. Avista, BPA, Chelan County PUD, Grant County PUD, Puget, Seattle City Light, and Tacoma Power entered into the First Funding Agreement to fund work relating to the initial development of ColumbiaGrid;
- C. The Members incorporated ColumbiaGrid on March 31, 2006 to carry out the purposes set out in the Articles of Incorporation and Bylaws;
- D. The Funders wish to provide ColumbiaGrid with funding for start-up day-to-day corporate expenses of ColumbiaGrid pursuant to and as specified in this Agreement;
- E. The Parties intend that funding for ColumbiaGrid’s activities after the initial corporate formation and start-up phase will be obtained primarily through Functional Agreements;
- E. The Parties wish to continue to include other interested stakeholders in a broad collaborative process; and

F. The Parties intend that any new ColumbiaGrid Members added during the Term will be added as Funders under this Agreement.

AGREEMENT:

1. Definitions. For purposes of this Agreement, the following terms shall be defined as follows:

1.1 “Agreement” means this Second Funding Agreement, as may be amended from time to time.

1.2 “Allocated Share” with respect to each Funder means the percentage set forth for such Funder in Table 1 of section 2.1, as such percentage may be adjusted pursuant to section 2.2; *provided that* the “Allocated Share” of a New Funder with respect to the initial Funding Call to it pursuant to section 2.3.4 shall be 100% and shall not be subject to adjustment pursuant to section 2.2.

1.3 “Articles of Incorporation or “Articles” means the Articles of Incorporation of ColumbiaGrid, as may be amended from time to time.

1.4 “Board of Directors” or “Board” means the Board of Directors of ColumbiaGrid elected and serving pursuant to its Bylaws.

1.5 “Bylaws” means the bylaws of ColumbiaGrid, as may be amended from time to time.

1.6 “First Funding Agreement” means the funding agreement dated as of February 14, 2006 entitled ColumbiaGrid Funding Agreement, as may be amended from time to time.

1.7 “Functional Agreement” means an agreement between or among ColumbiaGrid and

(i) one or more Members and

(ii) Qualified Non-Member Parties, if any, who enter into such agreement,

for the provision of services enumerated therein to carry out one or more purposes of ColumbiaGrid. Such services may include, for example, design and development of a contemplated function, as well as implementation of a function.

1.8 “Funders” mean Avista, BPA, Chelan County PUD, Grant County PUD, Puget, Seattle City Light, and Tacoma Power, together with any New Funder.

1.9 “Funding Amount” means the total amount of funding to be provided by the Funders (or by a New Funder) to ColumbiaGrid pursuant to this Agreement in response to a Funding Call.

1.10 “Funding Call” means a funding request submitted by ColumbiaGrid to all Funders (or to a New Funder) pursuant to section 2.3.

1.11 “Maximum Total Funding Obligation” means the maximum total of Funding Amounts equal to \$5,000,000 (as specified in the bottom line of Table 1) to be provided in the aggregate by the Funders to ColumbiaGrid pursuant to this Agreement; *provided that* the Maximum Total Funding Obligation shall not include any interest a Funder is obligated to pay under section 2.5.3 due to such Funder’s failure to pay its Allocated Share of a Funding Amount when due.

1.12 “Maximum Funder Obligation” for each Funder means the amount set forth for such Funder in the Maximum Funder Obligation column in Table 1, as may be revised from time to time; *provided that* the Maximum Funder Obligation for each Funder shall not include any interest a Funder is obligated to pay under section 2.5.3 due to such Funder’s failure to pay its Allocated Share of a Funding Amount when due.

1.13 “Member” means each Member identified in Article V. of ColumbiaGrid’s Bylaws that has not withdrawn from membership in ColumbiaGrid.

1.14 “New Funder” means an entity that joins ColumbiaGrid as a Member and enters into this Agreement as a Funder subsequent to its Effective Date by executing a counterpart of this Agreement and delivering it to ColumbiaGrid.

1.15 “Parties” means Funders and ColumbiaGrid.

1.16 “Qualified Non-Member Party” with respect to a Functional Agreement means an entity (other than a Member or ColumbiaGrid) that is a party to such Functional Agreement.

1.17 “Remaining Maximum Total Funding Obligation” means, at any time during the Term, the amount of Maximum Total Funding Obligation for which Funding Calls have not been made. Upon the addition of a New Funder, the remaining Maximum Total Funding Obligation shall equal the Maximum

Total Funding Obligation minus the sum of (i) the aggregate of all Funding Calls as of the date the New Funder executes and delivers this Agreement plus (ii) the Funding Amount requested by the initial Funding Call to such New Funder pursuant to section 2.3.4.

1.18 “Salary Contingency Amount” has the meaning set forth in section 3.3.

1.19 “Term” means the term commencing on the Effective Date and terminating two years thereafter.

1.20 “Working Capital Account” means an account maintained by ColumbiaGrid into which are deposited all Funding Amounts received by ColumbiaGrid and from which ColumbiaGrid withdraws amounts for use as provided in this Agreement. Amounts received by ColumbiaGrid pursuant to Functional Agreements shall be maintained in a separate account or accounts.

2. Funding. Subject to section 2.3.5 and the other terms of this Agreement, each of the Funders agrees to provide to ColumbiaGrid pursuant to the provisions of this Agreement amounts equal to such Funder's Allocated Share of each Funding Amount, all of which amounts shall be used by ColumbiaGrid as set forth in section 3.0. All dollar amounts set forth in this Agreement are U.S. dollars.

2.1 Allocation of the Funding Amount. Each Funder’s Allocated Share of each of the Funding Calls (except any initial Funding Call for any New Funder pursuant to section 2.3.4) is set out below in Table 1, as may be revised pursuant to section 2.2.

Table 1

Allocated Share of each Funding Call to All Funders Prior to Addition of Any New Funder	Maximum Funder Obligation of Each Funder Prior to the Addition of Any New Funder	Maximum Total Funding Obligation	Funder
10.36%	\$518,000		Avista Corporation
47.83%	\$2,391,500		BPA
5.57%	\$278,500		Chelan County PUD
6.21%	\$310,500		Grant County PUD
14.76%	\$738,000		Puget
8.92%	\$446,000		Seattle City Light
6.35%	\$317,500		Tacoma Power
100.00%		\$5,000,000	Totals

2.2 Allocation of Funding Amount in the event of a New Funder. An entity that joins ColumbiaGrid as a Member shall enter into this Agreement as a New Funder subsequent to its Effective Date by executing a counterpart of this Agreement and delivering it to ColumbiaGrid. When any New Funder so executes and delivers this Agreement, the Allocated Shares reflected on Table 1 will be recalculated and established prospectively for each Funder (including the New Funder) and applied to all future Funding Calls pursuant to the following formula:

For each Funder (which includes the New Funder), the -

$$\text{Funder's Allocated Share} = (.30 * [1/\text{total number of Funders}]) + (.40 * [\text{dollar value of net transmission plant of}$$

such Funder/total dollar value of net transmission plant of all Funders]) + (.30 * [annual average control area load in aMW of such Funder/total annual average control area load in aMW of all Funders]),

Where,

“Net transmission plant” of a Funder means such Funder’s net transmission plant as reflected in such Funder’s then most recent FERC Form 1 or equivalent report; and

“Annual control area load” of a Funder means such Funder’s then most recent twelve-month load within its control area as reported to the Northwest Power Pool.

Upon the execution and delivery of this Agreement by such New Funder, the Maximum Funder Obligation of each Funder and the Remaining Maximum Total Funding Obligation shall also be recalculated as of the addition of such New Funder and shall, together with the Allocated Shares recalculated as described above, be set forth in a revised Table 1 in an addendum to this Agreement. Attachment B sets forth a sample recalculation of Table 1.

2.3 Funding Calls.

2.3.1 Funding Call on Effective Date to Fund the Working Capital Account. ColumbiaGrid shall be deemed to make on the Effective Date a Funding Call to each Funder for its Allocated Share of \$1,000,000.

2.3.2 Funding Calls to Replenish the Working Capital Account. During each month of the Term, ColumbiaGrid shall submit a Funding Call pursuant to this section 2.3.2 to all Funders for the Funding Amount needed to increase the balance of the Working Capital Account to \$1,000,000 (exclusive of any interest accrued pursuant to section 2.5.3 and any advance payment pursuant to section 2.7) until Funding Calls for Funding Amounts in the aggregate totaling the Maximum Funding Obligation have been made. By the 10th day of each month, or the preceding Friday if the 10th falls on a weekend, ColumbiaGrid shall notify each Funder of the balance in the Working Capital Account as of such notice and such Funder’s Allocated Share of such Funding Call.

2.3.3 Funding Calls Due to Extraordinary Circumstances. During the Term, ColumbiaGrid may submit Funding Calls in addition to Funding Calls pursuant to sections 2.3.1, 2.3.2 and 2.3.4, in the extraordinary event that additional Funding Amounts are needed to maintain a positive balance (exclusive of any advance payment pursuant to section 2.7) in the Working

Capital Account. Funding Calls submitted pursuant to this section 2.3.3 shall include an explanation of the reason why the Funding Call is needed, including a description of the extraordinary circumstance.

2.3.4 Initial Funding Call for New Funders. As of the date a New Funder becomes a Party by executing and delivering this Agreement, ColumbiaGrid shall make a Funding Call to the New Funder for an amount of Funding Amount equal to the sum of

- (i) \$10,000 and
- (ii) the product of the New Funder's Allocated Share multiplied by the amount of the balance of the Working Capital Account as of the date the New Funder executes and delivers this Agreement.

2.3.5 Cap on Funder's Obligation. Notwithstanding any other provision of this Agreement, ColumbiaGrid shall not at any time make any Funding Call to any Funder for any Funding Amount that, together with Funding Amounts requested by prior Funding Calls to such Funder, in the aggregate exceeds such Funder's Maximum Funding Obligation as then set forth in Table 1. Notwithstanding any other provision of this Agreement, no Funder shall be obligated at any time under this Agreement to provide any Funding Amount under sections 2.3.1, 2.3.2, 2.3.3, and 2.3.4 that, together with Funding Amounts requested by prior Funding Calls to such Funder, in the aggregate exceeds such Funder's Maximum Funding Obligation as then set forth in Table 1 (except for any interest that such Funder incurs pursuant to section 2.5.3 as a result of late payments by such Funder).

2.4 Allocation of Funding Call. Each Funding Call to a Funder shall be for such Funder's Allocated Share of the total amount of such Funding Call; *provided that* the initial Funding Call to a New Funder pursuant to section 2.3.4 shall be made solely to such New Funder without a pro rata call to the other Funders.

2.5 Funding Call and Payment Details.

2.5.1 Funding Call Details. ColumbiaGrid shall make each Funding Call to all Parties that are Funders as of the date of such call; *provided that* ColumbiaGrid shall only make an initial Funding Call to a New Funder pursuant to section 2.3.4 without a pro rata call to the other Funders. ColumbiaGrid shall submit any Funding Call in writing and delivered by U.S mail and by e-mail to the persons set forth in Attachment A to this Agreement. Each Funder shall provide ColumbiaGrid by written notice the name, address, e-

mail address, and facsimile number of the person to receive Funding Calls within five days after the Effective Date. ColumbiaGrid shall prepare a completed Attachment A (in the form attached) as an addendum to this Agreement and deliver it to the Funders within 15 days after the Effective Date. Each Funder may change the person to receive Funding Calls at any time by written notice to ColumbiaGrid. ColumbiaGrid shall provide each Funder with instructions for electronic-funds transfer or wire transfer of funds in response to a Funding Call. ColumbiaGrid may not issue any Funding Call under this Agreement after the Termination Date.

2.5.2 Payment Details. Each Funder shall make its payment of its Allocated Share of a Funding Call within 20 days of receiving a Funding Call by electronic-funds transfer or wire transfer of immediately-available funds; *provided that* such payment shall not be due with respect to a Funding Call pursuant to section 2.3.2 prior to the last business day of the month in which the Funding Call is made; *provided further* that such payment with respect to the Funding Call pursuant to section 2.3.1 shall be due within five business days after the Effective Date and shall be made by electronic-funds transfer or wire transfer to the Trust Account of the Law Offices of Kristi M. Wallis, and the Law Offices of Kristi M. Wallis shall transfer the funds to the Working Capital Account within ten business days after it has been established by ColumbiaGrid.

2.5.3 Interest on Late Payment. Any Funding Amount not paid when due by a Funder shall bear interest, compounded daily, from the date such amount was due until the date of payment at an annual interest rate equal to the lesser of (i) a rate equal to 200 basis points above the per annum prime rate reported daily in the Wall Street Journal and (ii) the maximum rate permitted by applicable law.

2.6 Quarterly Reports. By the 15th day of each quarter, ColumbiaGrid shall provide each Funder with a quarterly report that contains (i) a detailed projection of the funds from this Agreement that it projects it will use in the current quarter and the remainder of the Term and (ii) an accounting of ColumbiaGrid's expenditures of funds received under this Agreement (a) in the previous quarter and (b) since the Effective Date.

2.7 Advanced Funding Amount. At any time during the Term, any Funder may pay to ColumbiaGrid all or a portion of its Allocated Share of the Funding Amount prior to ColumbiaGrid making a Funding Call for such Funding Amount. At the time of any such advance payment, such Funder shall notify ColumbiaGrid that it is paying funds in advance of the Funding Call. ColumbiaGrid shall apply such advance payment as a credit against such Funder's obligation to pay its Allocated Share in response to each subsequent

Funding Call until such advance payment is exhausted. ColumbiaGrid shall report the remaining balance of any such advance payment in its quarterly report. ColumbiaGrid shall not use any such advance payment as an offset to any other Funder's Allocated Share of any Funding Call. ColumbiaGrid shall have no obligation to pay interest with respect to any such advance payment.

2.8 Funding Errors. If, in error, a Funder provides funds in excess of those it is obligated to provide under this Agreement, ColumbiaGrid shall refund to such Funder its excess contribution within five business days of ColumbiaGrid's learning that the funds provided were excess. ColumbiaGrid shall provide each Funder with written notice that it has issued a refund to a Funder pursuant to this section. Notice shall be addressed to each Funder as set forth in Attachment A to this Agreement.

3. Use of Funds.

3.1 General. ColumbiaGrid agrees that funds provided under this Agreement shall (i) be deposited in the Working Capital Account and (ii) shall be withdrawn from the Working Capital Account and used only for purposes consistent with its Articles of Incorporation and Bylaws, including but not limited to retaining experts and facilitators, and consistent with the provisions of this Agreement. These funds are intended to be used primarily for the day-to-day corporate expenses of ColumbiaGrid, until such time as these day-to-day functions are funded under Functional Agreements. During the Term, ColumbiaGrid should enter into multiple Functional Agreements. Expenditure of funds available to ColumbiaGrid under this Agreement shall be subject to approval by the Board of Directors of ColumbiaGrid in furtherance of the purposes of ColumbiaGrid consistent with its Articles of Incorporation and Bylaws and consistent with the provisions of this Agreement. Any funds made available under this Agreement shall not be used to reimburse internal costs of the Funders or costs of third parties hired individually by one or more of the Funders.

3.2 Funding Amount. ColumbiaGrid agrees that funds provided under this Agreement shall be used by ColumbiaGrid only for the purposes described in section 3.1 and only to the extent funds for such purposes are not provided under any Functional Agreement.

3.3 Salary Contingency Amount. When the sum of the balance in the Working Capital Account and any amounts of Maximum Funding Obligation that have not been requested by Funding Calls equals \$1,000,000 or less, ColumbiaGrid shall reserve an amount ("Salary Contingency Amount") as described below in the Working Capital Account to provide payment for ColumbiaGrid's costs related to salaries, benefits, and employment-related taxes

of its Directors, Officers, and other employees during the Term. ColumbiaGrid shall not commit the Salary Contingency Amount for any other purpose. The Salary Contingency Amount at any time during the Term shall be equal to the lesser of

- (i) \$500,000; or
- (ii) the amount required for the costs of the salaries, benefits, and employment-related taxes of its Directors, Officers, and other employees for the remainder of the Term, to the extent funds to pay such costs are not provided under any Functional Agreement.

3.4 Refunds. If at the end of the Term ColumbiaGrid has in the Working Capital Account any funds that are uncommitted for purposes described in section 3.1, it shall return such funds to each Funder in direct proportion to the relative amounts paid by each such Funder in response to Funding Calls and any Funding Amounts paid in advance under section 2.7, unless otherwise agreed in writing by all Parties. ColumbiaGrid shall return the Funder's excess or unused funds within 60 days of making such determination. If a Funder makes an advance payment pursuant to section 2.7 and if, as a result of a recalculation pursuant to section 2.2 of the Maximum Funding Obligation associated with the execution of this Agreement with a New Funder, the Funder has provided funds in excess of its Maximum Funder Obligation, ColumbiaGrid shall refund the excess funds to the Advanced Funder within 30 days.

4. Other Terms.

4.1 Irrevocable Nature of Funding Obligation. Within the limits set by and subject to the provisions of this Agreement, the obligation of each Funder under this Agreement to pay its Allocated Share of each Funding Amount, as requested by a ColumbiaGrid Funding Call, is unconditional, cannot be terminated or rescinded, and is applicable whether or not such Funder thereafter withdraws as a Member of ColumbiaGrid.

4.2 Waiver of Defense to Payment. Each Funder waives as a defense to its timely payment of its Allocated Share of each Funding Call any defense that one or more of the other Funders has failed to timely pay its Allocated Share of such Funding Call or any other Funding Call.

4.3 Interpretation. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership or to impose any partnership obligation or liability upon the parties. No party shall have any right, power, or authority under this Agreement to enter into any agreement or

undertaking for, or to act on behalf of, or to act as or be an agent or representative of, any other Party. It is expressly understood that this Agreement is limited in scope to providing funding to support the activities of ColumbiaGrid as provided in this Agreement. This Agreement is not intended to, and does not, constitute an agreement (i) to provide any other funding, (ii) to enter into any specific Functional Agreement, or (iii) to enter an agreement involving transmission facilities.

4.4 Entire Agreement; Amendments. This Agreement sets forth the entire agreement of the parties to this Agreement with respect to the subject matter hereof. No amendment, rescission, waiver, modification, or other change to this Agreement shall be of any force or effect unless set forth in writing and hereafter signed by each Party.

4.5 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and legal benefit of the Parties. No other person or entity shall be a direct or indirect legal beneficiary, or have any direct or indirect cause of action or claim in connection with, this Agreement. No other person or entity shall be a third party beneficiary under this Agreement.

4.6 Use of Statements or Written Materials. Each Funder agrees that it will not use any statements by any other Funder made orally or circulated in writing for purposes of ColumbiaGrid development as an admission against interest.

4.7 Governing Law. This agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington; *provided that* this Agreement shall, with respect to a Funder that is a U.S. government entity, be interpreted, construed and enforced in accordance with the laws of the United States.

4.8 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

4.9 Authorization. Each signatory represents that he or she is authorized to enter into this Agreement on behalf of the Party for whom he or she signs.

4.10 Membership Withdrawal. Withdrawal by a Member pursuant to the Bylaws from membership in ColumbiaGrid shall not affect such Member's obligations as a Funder under this Agreement.

4.11 Survival of Obligations. Any funding obligations incurred under the terms of this Agreement for which ColumbiaGrid has submitted a Funding Call in accordance with this Agreement and any refund obligations under this Agreement shall survive until satisfied.

4.12 Notice. Any Funding Call, notice, or request made by a Party to any other Party required or permitted by this Agreement shall be made in writing and delivered by U.S mail and by e-mail to the person(s) identified in Attachment A to receive notice on behalf of such other Party at the address(es) specified for such person(s) in Attachment A. Any Party may change the person(s) or address(es) specified for such Party in Attachment A by giving each other Party written notice of such change in accordance with this section 4.12. Any such Funding Call, notice, or request shall be deemed made as of the date the e-mail is received.

4.13 Development Process. The funding of development and facilitation activities being provided by the Law Offices of Kristi M. Wallis is not included in this Agreement. ColumbiaGrid in obtaining stakeholder views and engaging in stakeholder processes shall coordinate its activities with the activities of the Law Offices of Kristi M. Wallis funded by the Funders under the First Funding Agreement or a successor agreement, if any.

Avista Corporation

**UNITED STATES OF AMERICA
Department of Energy**

Bonneville Power Administration

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**Public Utility District No. 1 of
Chelan County, Washington**

By: _____
Name: _____
Title: _____

**Public Utility District No. 2 of Grant
County, Washington**

By: _____
Name: _____
Title: _____

**City of Seattle, acting by and
through its City Light Department**

By: _____
Name: _____
Title: _____

Puget Sound Energy, Inc.

By: _____
Name: _____
Title: _____

**City of Tacoma, Department of
Public Utilities, Light Division**

By: _____
Name: _____
Title: _____

ColumbiaGrid

By: _____
Name: _____
Title: _____

ATTACHMENT A
Notices

If to Avista Corporation:

If to Bonneville Power Administration:

Name: _____

Name: _____

Title: _____

Title: _____

Address: 1411 E. Mission Ave.
Spokane, WA 99202

Address: _____
Portland, OR 97208

E-Mail: _____

E-Mail: _____

Facsimile No.: _____

Facsimile No.: _____

If to Public Utility District No. 1 of
Chelan County, Washington

If to Public Utility District No. 2 of Grant
County, Washington:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail: _____

E-Mail: _____

Facsimile No.: _____

Facsimile No.: _____

If to City of Seattle, acting by and
through its City Light Department

If to Puget Sound Energy, Inc.:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail: _____

E-Mail: _____

Facsimile No.: _____

Facsimile No.: _____

If to City of Tacoma, Department
of Public Utilities, Light Division:

If to ColumbiaGrid:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail: _____

E-Mail: _____

Facsimile No.: _____

Facsimile No.: _____

ATTACHMENT B
Sample Recalculation of Table 1

Set forth below is a sample calculation showing the revisions made subsequent to the initial Funding Call to a New Funder to the Allocated Shares for subsequent Funding Calls, the Maximum Funder Obligation, and the then-current Remaining Maximum Total Funding Obligation.

This sample calculation assumes for illustrative purposes only that

(i) the New Funder will have an Allocated Share of 10%,

(ii) the aggregate of all Funding Amounts requested by Funding Calls (excluding the initial Funding Call for such New Funder pursuant to section 2.3.4) as of the date the New Funder executes and delivers this Agreement total \$2,900,000, and

(iii) the amount in the Working Capital Account is \$900,000 as of the date such New Funder executes and delivers this Agreement (which amount is exclusive of the Funding Amount requested by the initial Funding Call to such New Funder).

Hypothetical Table 1 Prior to the Addition of the New Funder:

Allocated Share of each Funding Call to All Funders Prior to Addition of the New Funder	Maximum Funder Obligation of Each Funder Prior to the Addition of the New Funder	Maximum Total Funding Obligation	Funder
5	\$250,000		A
5	\$250,000		B
5	\$250,000		C
10	\$500,000		D
10	\$500,000		E

25	\$1,250,000		F
40	\$2,000,000		G
100.00%		\$5,000,000	Totals

Based on the foregoing,

(i) the initial Funding Call to such New Funder is equal to the sum of \$10,000 plus the product of 0.1 times \$900,000, which equals \$100,000,

(ii) the Remaining Maximum Total Funding Obligation after the addition of the New Funder and the initial Funding Call to the New Funder is equal to \$5,000,000 minus the sum of \$2,900,000, plus \$100,000, which equals \$2,000,000, and

(iii) the Recalculated Hypothetical Table 1 After Addition of the New Funder is as follows:

Allocated Share of each Funding Call Upon Addition of the New Funder and the Resulting Recalculation of Allocated Shares	Funding Amounts Requested (Prior to Addition of the New Funder) and the Funding Amount Requested by the Initial Funding Call to the New Funder	Remaining Maximum Total Funding Obligation (Upon Addition of the New Funder and Exclusive of the Initial Funding Call to the New Funder)	Maximum Funder Obligation (upon Addition of the New Funder)	Funder
4.5%	\$145,000	\$90,000	\$235,000	A
4.5%	\$145,000	\$90,000	\$235,000	B

4.5%	\$145,000	\$90,000	\$235,000	C
9.0%	\$290,000	\$180,000	\$470,000	D
9.0%	\$290,000	\$180,000	\$470,000	E
22.5%	\$725,000	\$450,000	\$1,175,000	F
36.0%	\$1,160,000	\$720,000	\$1,880,000	G
10%	\$100,000	\$200,000	\$300,000	H (the New Funder)
100%	\$3,000,000	\$2,000,000	\$5,000,000	Totals

In the foregoing Recalculated Hypothetical Table 1, the Allocated Share of each Funding Call is the Allocated Share that applies (until any subsequent recalculation) to all Funding Calls after the addition of the New Funder (except any initial Funding Call for any New Funder pursuant to section 2.3.4).

In the foregoing Recalculated Hypothetical Table 1, the Maximum Funder Obligation (upon addition of the New Funder) for each Funder equals the sum of

(i) the aggregate of Funding Amounts requested pursuant to this Agreement from such Funder prior to and as of the addition of the New Funder,

(ii) (for the New Member) the amount requested by the initial Funding Call to the New Funder pursuant to section 2.3.4 of this Agreement, and

(iii) such Funder's Allocated Share (as recalculated upon the addition of the New Member) of the Remaining Maximum Total Funding Obligation as recalculated upon the addition of the New Member (upon addition of the New Funder and exclusive of Funding Amount requested by the initial Funding Call to the New Funder).

In the foregoing Recalculated Hypothetical Table 1, the portion of the Remaining Maximum Total Funding Obligation (upon addition of the New Funder and exclusive of the initial Funding Call to the New Funder) shown

for each Funder represents the portion of the Maximum Funder Obligation for such Funder for which Funding Calls have not been made (upon addition of the New Funder and exclusive of the initial Funding Call to the New Funder).