

EXHIBIT "C"

INTERCONNECTION DETAILS

1. **Substation Name:** TG East
2. **Location:** Generator's TG East Substation ("Substation") will be located in Knox County, Texas, approximately 12.5 miles northeast of Benjamin, Texas. Once the facilities are completed and energized, the Point of Interconnection will be located at TSP's first dead-end structure outside the fence of TSP's Coulomb Station ("Station") that terminates Generator's 345 kV transmission line from the Substation. Specifically, the Point of Interconnection will be located where TSP's jumper conductors at TSP's first dead-end structure outside the Station fence connect to Generator's 345 kV transmission line conductors from the Substation. The Fiber Optic PCO will be located at TSP's first dead-end structure outside the Station fence. See attached Exhibit "C-1."
3. **Delivery Voltage:** 345 kV
4. **Number and Size of Generating Units:** Nominal 275.6 MW Plant capacity comprised of 58 units at 4.2 MW each and 10 units at 3.2 MW each.
5. **Type of Generating Units:** Senvion 4.2-140 and 3.2-114 wind turbines
6. **Metering, SCADA, and Monitoring Equipment:**
 - 6.1. The ERCOT Polled Settlement ("EPS") metering equipment described below will be procured, paid for, owned, and installed inside the Station by TSP:
 - i) one (1) 345 kV meter panel with one (1) primary meter and one (1) back up meter
 - ii) six (6) 345 kV billing accuracy metering units comprised of individual potential transformers and current transformers. The metering will be a three-phase, four-wire system

Note: If the EPS metering and the Point of Interconnection are not at the same location, the metering will be compensated for power losses from the EPS metering location to the Point of Interconnection.
 - 6.2. The Supervisory Control and Data Acquisition ("SCADA") equipment described below will be paid for, procured, owned, and installed inside the Substation by TSP:
 - i) no remote terminal unit ("RTU") will be installed inside the Substation by TSP
 - 6.3. The monitoring equipment described below will be paid for, procured, owned, and installed inside the Substation by TSP:

- i) no monitoring equipment will be installed inside the Substation by TSP

6.4. Such facilities shall meet the following TSP requirements in addition to the ERCOT Requirements. If there is a conflict between the TSP requirements below and the ERCOT Requirements, the ERCOT Requirements shall prevail.

- i) The transfer of power between the TIF and GIF shall be read as if metered at the Point of Interconnection with bi-directional metering. Backfeed power from the TSP System to the Plant is "MW Out". "MW Out" is considered positive and "MW In" is considered negative. The same conventions will be observed on the reactive power. Each of the four quantities will be recorded separately. Recording of Plant and GIF energy usage for the billing period will be determined by the EPS metering installed by TSP. For a Generator having more than one (1) Point of Interconnection (for example, two (2) or more lines), independent bi-directional metering is required at each Point of Interconnection.
- ii) Meters are required for net generation output, with the bi-directional feature used to measure station-use auxiliaries when not exporting power. Unless used for the interconnection metering, all voltage and current transformers used for generation metering shall conform to relay accuracy class or better. MW and MVAR transducers shall be 3-element transducers with an accuracy of $\pm 0.2\%$ or better.
- iii) If requested by Generator, and if available from TSP RTU equipment, TSP will configure one (1) RTU communications port in a format satisfactory to TSP for the polling of metering quantities to be determined by mutual agreement. If such metering quantities are not available from TSP RTU equipment, they may be available by alternate means at Generator's expense. If requested by Generator, MW and MVAR transducers shall be 3-element transducers with an accuracy of $\pm 0.2\%$ or better.
- iv) Appropriate personnel of the Parties and ERCOT shall be involved in engineering changes of interconnect metering equipment from project inception. Representatives of the Parties and ERCOT must be notified so a mutually agreeable time can be set for the changes. Both Parties and ERCOT must be satisfied with the making of any changes.
- v) Metering and operation personnel of the Parties shall be notified at least forty-eight (48) hours in advance, or at a mutually acceptable advance notice, prior to any calibrations or maintenance. In emergency conditions, TSP may make necessary repairs with notification to affected parties within twenty-four (24) hours. Copies of the repair and calibration records shall be forwarded to the metering and operation personnel of the Parties.

7. Generator Interconnection Facilities:

GIF include the following:

- i) the Substation and all facilities within it
- ii) the 345 kV transmission line, including structures, conductors, insulators and connecting hardware, from the Substation to TSP's first dead-end structure outside the Station fence

- iii) communication facilities described in Section 9.1 below
- iv) optical ground wire ("OPGW") and a redundant fiber optic cable, as referenced in Section 9.3(v) below, from the Substation to the Fiber Optic PCO located at TSP's first dead-end structure outside the Station fence, including, for each fiber optic cable, the fiber distribution panel ("FDP") in the Substation

8. Transmission Service Provider Interconnection Facilities:

TIF are required to synchronize and deliver Plant capacity and energy output to the TSP System. TIF include the following:

- i) the 345 kV Station and all TSP facilities within it and other necessary equipment at the Station to accommodate Generator's 345 kV transmission line from the Substation
- ii) the first dead-end structure outside the Station fence that terminates Generator's 345 kV transmission line from the Substation
- iii) conductors from the Station to TSP's first dead-end structure outside the Station fence
- iv) jumper conductors at TSP's first dead-end structure outside the Station fence
- v) metering equipment described in Section 6.1 above
- vi) communication facilities described in Section 9.2 below
- vii) two (2) all-dielectric fiber optic station entrance cables from the Station to the Fiber Optic PCO
- viii) two (2) entrance ducts at the Station to accommodate two (2) fiber optic cables from the Fiber Optic PCO
- ix) splice cases, fiber slack storage devices, and hand-hole facilities, as applicable, to accommodate TIF and GIF fiber optic cables at the Fiber Optic PCO
- x) two (2) FDP's in the Station
- xi) relay and communication upgrades to the Edith Clark station
- xii) relay and communication upgrades to the Gauss station

9. Communications Facilities:

9.1. The communications facilities described below will be paid for, owned, and installed by Generator.

- i) one (1) dedicated voice dispatch circuit between TSP's Corpus Christi, TX dispatch office and Generator's control center, including associated interface equipment at Generator's control center

9.2. The communications facilities described below will be paid for, owned, and installed inside the Station by TSP.

- i) SCADA wide area network router, firewall and associated equipment

- ii) fiber transport multiplexer(s) and associated equipment, if applicable
- iii) fiber termination devices and associated equipment, if applicable

9.3. All communication facilities shall meet the following TSP requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and ERCOT Requirements, the ERCOT Requirements shall prevail.

- i) Generator shall be responsible for confirming with TSP the project-specific circuit requirements and requesting specific TSP addresses and TSP contact names in preparation for issuing the communication circuit order with TSP's telecommunication service provider of choice. This communication circuit shall be a leased telephone company circuit satisfactory to TSP. For each telephone company circuit leased by Generator, Generator shall provide TSP and the telecommunication service provider with advanced authorization for communication circuit maintenance, allowing TSP and any of its affiliates and subsidiaries to monitor the circuit, report trouble and take corrective action with the telecommunication service provider, at Generator's expense, to maintain circuit reliability. The communication circuit described here shall be operational and commissioned by TSP prior to TSP placing the interconnection facility in service. Typical facility circuit requirements include the following:

- 1) Voice dispatch circuit - This is a leased circuit from the Plant operators to the TSP dispatch office. If the Plant operators are not located on the Plant site, then the circuit must be terminated at the actual location of the Plant operators. This dedicated circuit is required of Generator where the total Plant generation capacity is equal to or greater than 50 MVA. This circuit is to be ordered and paid for by Generator. Generator shall, at its cost, meet telephone company requirements applicable to the installation and operation of this circuit. Dispatch calls placed by the TSP dispatch office to Generator must be answered live and immediately by a Generator dispatcher twenty-four (24) hours per day and seven (7) days per week. Connections to the public telephone network do not meet the TSP requirement of a dedicated voice dispatch circuit; connections to the public telephone network include, but are not limited to, a dial-up circuit (also known as a POTS line) and a toll-free telephone number. The required voice dispatch circuit is a T1 (or another circuit as specified by TSP).
- ii) Generator's fiber optic cables, including, but not limited to OPGW, all-dielectric self-supporting ("ADSS") cable and underground fiber optic cable, shall be installed by Generator in accordance with TSP specifications. Generator shall, at its cost, engineer, furnish, and install at its Substation an all-dielectric fiber optic station entrance cable system to ensure that no fiber optic cable with metallic members is extended into the Substation control building. The all-dielectric fiber optic station entrance cable system shall

include all-dielectric fiber optic station entrance cable; the outdoor splice case, trays and fusion splice sleeves for the fiber optic cable to station entrance cable transition; the indoor splice housing, trays and fusion splice sleeves; fiber pigtails and the control building FDP. If the GIF include fiber optic cable that contains no metallic members, it may be extended into the Substation control building without transitioning to the all-dielectric fiber optic station entrance cable noted above.

- iii) Fiber optic cable with metallic members shall not be terminated in or routed through the Substation control building. Fiber optic cable with metallic members includes, but is not limited to, OPGW, fiber optic cable with an integral trace wire, and metallic-armored fiber optic cable. Fiber optic cable with metallic members shall be transitioned to all-dielectric fiber optic cable, satisfactory to TSP, prior to the fiber entering the Substation control building. The all-dielectric fiber optic cable design (no metallic members such as protective armor sheath or trace wire), the all-dielectric fiber optic cable installation (no metallic members such as metal conduit, power cable, or wire), and the transition splice shall be satisfactory to TSP.
- iv) TSP will engineer, procure, pay for, own, and install at the Fiber Optic PCO, splice cases, fiber slack storage devices, and hand-hole facilities, as applicable, based upon the project configuration. To ensure integrity of the installed fiber optic facilities from the Fiber Optic PCO to the Substation, Generator shall engage for such facilities, at its expense, one entity satisfactory to TSP, to perform splicing and testing of all fibers in each fiber optic cable at a) all splice points, b) the transition splices, and c) the Substation FDP's. Generator hereby grants to TSP, at no cost to TSP and for so long as this Agreement remains in effect, an indefeasible right to use the last twenty-four (24) fibers in each fiber optic cable. Generator, at its sole expense, will maintain in operating condition such fiber optic cable and associated station entrance cable systems at the Substation. In addition, Generator hereby grants to TSP the following rights:
 - 1) access to and use of all TSP-assigned fibers
 - 2) access to and use of all route splice points, with the right to cross-connect TSP-assigned fibers for through circuits

Each Party will be responsible for maintenance and repair of its facilities and equipment.

- v) TSP requires Generator to install two (2) fiber optic cables between the Fiber Optic PCO and Generator's Substation along diverse routes satisfactory to TSP for redundancy purposes. TSP's preference for such diversely routed fiber optic cables is one (1) aerial cable (typically OPGW or conditionally ADSS) and one (1) underground cable; based upon the

project configuration, other combinations of OPGW, ADSS and underground may be acceptable to TSP. For such diversely routed fiber optic cables, Generator shall install fiber optic cable satisfactory to TSP in the Generator's Substation between the diversely routed fiber optic cables, including TSP-assigned fibers (described in Section 9.3(iv) above) and associated termination equipment, to provide TSP with fiber connectivity between the diversely routed fiber optic cables.

10. System Protection Equipment:

Protection of each Party's system shall meet the following TSP requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and ERCOT Requirements, the ERCOT Requirements shall prevail.

10.1. TSP assumes no responsibility for the protection of the Plant and GIF for any or all operating conditions. Generator is solely responsible for protecting its equipment in such a manner that faults or other disturbances on the TSP System or other interconnected systems do not cause damage to the Plant and GIF.

10.2. Generator shall procure, pay for, install and own the transmission line protection panels, subject to TSP approval, within the Substation.

10.3. It is the sole responsibility of Generator to protect its Plant and GIF from excessive negative sequence currents.

10.4. Generator shall furnish at a minimum, a manual disconnect switch with visual contacts and allowance for padlocking, to separate the Plant and GIF from TIF. The location of this switch will be determined by TSP, and be readily accessible to TSP at all times. The disconnect switch will be under the exclusive control of TSP and will be considered as part of TSP's switching arrangement. TSP reserves the right to open this disconnecting device, isolating the Plant and GIF for any of the following reasons:

- 1) The Plant or GIF, upon TSP's determination, cause objectionable interference with other customers' service or with the secure operation of the TSP System.
- 2) The Plant output as determined by TSP exceeds the operating boundaries outlined above.
- 3) Generator's control and protective equipment causes or contributes to a hazardous condition. TSP reserves the right to verify on demand all protective equipment including relays, circuit breakers, etc. at the inter-tie location. Verification may include the tripping of the tiebreaker by the protective relays.
- 4) In TSP's opinion, continued parallel operation is hazardous to Generator, the TSP System or to the general public.
- 5) To provide TSP or TSP personnel the clearances for dead line or live line maintenance.

TSP will attempt to notify Generator before disconnection, but notification may not be possible in emergency situations that require immediate action.

10.5. Automatic reclosing is normally applied to transmission and distribution circuits. When TSP's source breakers trip and isolate the Plant and GIF, Generator shall ensure the Plant and GIF are disconnected from the TSP circuit prior to automatic reclosure by TSP. Automatic reclosing out-of-phase with the Plant may cause damage to Generator's equipment. Generator is solely responsible for the protection of his equipment from automatic reclosing by TSP.

10.6. For disturbance monitoring of Generator's facilities, TSP requires Generator to collect a combination of sequence of event records and event oscillography recordings. For thermal powered generation, Generator is required, upon TSP request, to provide event recordings per generation unit in a format satisfactory to TSP. For all other generation, Generator is required, upon TSP request, to provide event recordings per collection feeder in a format satisfactory to TSP. All disturbance monitoring equipment shall be equipped for time synchronization. The monitoring requirements of TSP do not reduce Generator's obligation to meet all disturbance monitoring requirements of ERCOT.

10.7. Documentation of all protective device settings shall be provided to TSP by Generator. The setting documentation shall also include relay type, model/catalog number, and setting range. If automatic transfer schemes or unique or special protective schemes are used, a description of their operation shall be included. Generator shall submit for TSP's review the settings of all protective devices and automatic control equipment which: 1) serve to protect the TSP System from hazardous currents and voltages originating from the Plant or 2) must coordinate with System Protection Equipment or control equipment located on the TSP System; such settings are subject to TSP approval.

11. Operational Data and RTU Inputs:

11.1. If the Plant has a total generation capacity equal to or greater than five (5) MVA, TSP requires:

- i) Generator to supply Operational Data (described in Section 11.5 below) to TSP at the Station by means of the fiber optic cables on the transmission line from the Substation to the Station ("Operational Data via Fiber"); and additionally,
- ii) Generator to cause Operational Data (described in Section 11.5 below) to be supplied to ERCOT by means of Inter-control Center Communications Protocol ("Operational Data via ICCP").

11.2. A TSP transmission-specific RTU in the Station is required for all transmission interconnections.

11.3. Prior to TSP placing the Plant or GIF in service,

- i) the Operational Data via Fiber shall be commissioned by TSP;
- ii) the Operational Data via ICCP shall be commissioned by TSP; and

- iii) the TSP transmission-specific RTU in the Station shall be operational with TSP-required RTU functions commissioned by TSP.

11.4. In addition to ERCOT Requirements, the following information, unless available from TSP equipment, shall be supplied to TSP by Generator for each Point of Interconnection and connected to the TSP transmission-specific RTU used for the transmission interconnection. If there is a conflict between the TSP requirements below and ERCOT Requirements, the ERCOT Requirements shall prevail. Generator-supplied inputs to the TSP transmission-specific RTU shall be in a format satisfactory to TSP.

- i) Status Points
 - 1) Transmission line breaker status (required for each Generator-owned transmission line)
 - 2) Transmission line lockout relay operated (required for each Generator-owned transmission line)
 - 3) Transmission line lockout relay failure (required for each Generator-owned transmission line)
 - 4) Intelligent electronic device (“IED”) communications failure (required for each IED sourcing a required point)
- ii) Analog Points from each Generator-owned transmission line shall include MW, MVAR, MVA, HZ, distance-to-fault, voltage per phase and current per phase. Analog Points from each Generator-owned transmission line breaker shall include current per phase.
- iii) Hourly Accumulation Points from each Generator-owned transmission line shall include MWh In, MWh Out, MVARh In, and MVARh Out.

11.5. Generator shall supply Operational Data as set forth in Sections 11.1(i) and 11.1(ii) above. A specific Operational Data points list will be developed by TSP as a part of each generation project based upon the project’s electrical configuration (“Operational Data”). For such purpose, Generator is responsible for providing TSP with metering and relaying one-line diagrams of the generation and Substation facilities. Generator shall provide TSP with a station communications drawing which is to include Operational Data point sources (IED’s and contacts supplying required data), interface devices, and device connections. Generator shall supply Operational Data in a protocol and data transmission speed acceptable to TSP. The following points list is a comprehensive list that is not intended to be the final points list that will be designed by TSP for the Plant and GIF:

- i) Status Points
 - 1) Generation breaker status
 - 2) Circuit switcher / line switch status (“a” and “b” contacts)
 - 3) Transformer high-side breaker status
 - 4) Transformer high-side motor operated switch status (“a” and “b” contacts)
 - 5) Auxiliary breaker status
 - 6) Collection feeder breaker status

- 7) Tie breaker status
- 8) Dynamic reactive controller (off/on)
- 9) Dynamic reactive controller (manual/auto)
- 10) Dynamic reactive controller (voltage/power factor)
- 11) Shunt device (capacitor and reactor) breaker/switch status
- 12) Breaker failure lockout status
- 13) Breaker critical alarm (combine critical alarms for each breaker)
- 14) Transformer critical alarm (combine critical alarms for each transformer)
- 15) Transformer primary lockout relay operated
- 16) Transformer primary lockout relay failure
- 17) Transformer backup lockout relay operated
- 18) Transformer backup lockout relay failure
- 19) Generation unit automatic voltage regulator ("AVR") status
- 20) Black start availability

ii) Analog Points

- 1) Generation gross MW (required for each thermal-powered generation unit)
- 2) Generation gross MVAR (bi-directional values required for each thermal-powered generation unit)
- 3) Generation station use MW auxiliary (required for each auxiliary transformer)
- 4) Generation station use MVAR auxiliary (bi-directional values required for each auxiliary transformer)
- 5) Station frequency HZ (for those stations where a common bus does not exist between multiple generation units, individual unit frequency points will be required)
- 6) Voltage per phase for each winding of each transformer
- 7) Current per phase for each winding of each transformer
- 8) MW for each winding of each transformer
- 9) MVAR for each winding of each transformer (bi-directional values required)
- 10) MW for each circuit breaker/switcher in the station
- 11) MVAR for each circuit breaker/switcher in the station (bi-directional values required)
- 12) MW for each collection feeder
- 13) MVAR for each collection feeder (bi-directional values required)
- 14) Voltage per phase of each collection feeder
- 15) Voltage per phase of each shunt device (capacitor and reactor)
- 16) MVAR for each shunt device (capacitor and reactor) (bi-directional values required)
- 17) Tap position for each power transformer
- 18) Dynamic MVAR capability at the current MW generation amount (required for each dynamic reactive controller)
- 19) Voltage set point for each dynamic reactive controller

- 20) Power factor set point for each dynamic reactive controller

12. Supplemental Terms and Conditions:

The following supplemental terms and conditions shall be met unless there is a conflict between these terms and conditions and ERCOT Requirements, in which case the ERCOT Requirements shall prevail. Such ERCOT Requirements include, but are not limited to, ERCOT Nodal Protocols sections 1.3.1, 3.15, 8.1.1, and 12.2; ERCOT Nodal Operating Guides sections 2.2.5, 2.2.6, 2.7, 2.9.1 and 6.2.2; and the ERCOT Operating Procedures.

12.1. Each Party shall be consulted during the planning and design process of the Plant, GIF, and TIF. The engineering and design work (including drawings, plans, materials lists, specifications and other documentation and supporting data) will be prepared in accordance with Good Utility Practice and all applicable laws and regulations, and is intended to be used solely in connection with the construction of the Plant, GIF and TIF. Neither Party shall make use of any aspect of the engineering and design work of the other Party for any other projects without the prior written consent of the other Party. Each Party shall treat such engineering and design work of the other Party as Confidential Information under Section 10.21 of Exhibit "A".

12.2. TSP shall provide to Generator monthly progress reports on the status of the Work. TSP shall be available for status meetings with Generator and its designees, which meetings will provide a detailed description of the progress of the Work, identify any problems and a plan to solve the problems and provide such other information as is reasonably requested by Generator. Such meetings shall take place at the offices of TSP in Tulsa, Oklahoma, at the Plant site, or at other mutually agreeable locations.

12.3. If wye-delta connected transmission voltage step-up transformers are utilized they shall be wye connected to the TIF and delta connected to the GIF.

12.4. Generator shall submit drawings of the GIF to TSP for review. TSP will review only those portions of the drawings that affect the TSP System. Any changes required by TSP shall be made prior to final issue of drawings and TSP shall be provided with final copies of the revised drawings. TSP will review only those portions of the drawings, which apply to protection, metering and monitoring of the TSP System. To aid Generator, TSP may make suggestions on other areas. TSP's review of Generator's drawings shall not be construed as confirming or endorsing the design or as any warranty of safety, durability, or reliability of the facility or equipment. Generator shall provide copies of the following:

- i) one-line and three-line diagrams indicating the following:
 - 1) equipment names and/or numerical designations for all circuit breakers, contactors, air switches, transformers, generators, etc., associated with the generation as required by TSP to facilitate switching
 - 2) power transformers – nameplate or designation, nominal kVA, nominal primary, secondary, tertiary voltages, vector diagram showing winding connections, tap setting and transformer

- impedances (transformer test report showing the positive sequence, zero sequence, test voltages and MVA base for each winding)
 - 3) station service transformers – phase(s) connected and estimated kVA load
 - 4) instrument transformers – voltage and current, phase connections
 - 5) surge arresters/gas tubes/metal oxide varistors/avalanche diode/spill gaps/surge capacitors, etc. – type and ratings
 - 6) capacitor banks – kVAR rating and reactive (static and dynamic) device operation capability
 - 7) reactive device capability (required for wind generation only) – kVAR rating and reactive device operation capability for static and dynamic devices for each generation collection feeder
 - 8) disconnect switches – status if normally open (N.O.), manual or motor operated including switch voltage, continuous and interrupting ratings
 - 9) circuit breakers and/or contactors – interrupting rating, continuous rating, operating times
 - 10) generator(s) – nameplate, test report, type, connection, kVA, voltage, current, rpm, power factor, impedances, time constants, etc.
 - 11) Point of Interconnection and phase identification
 - 12) fuses – manufacturer, type, size, speed, and location
 - 13) transmission structure geometry (phase-to-phase, phase-to-ground, and shield-to-phase), phase conductor data, shield wire data, transmission line ratings, positive and zero sequence impedances and mileage
- ii) potential and current elementary drawings associated with the protection and control schemes for the Plant and GIF and control elementary drawings of the Plant and interconnection circuit breaker indicating the following:
 - 1) terminal designation of all devices – relay coils and contacts, switches, transducers, etc.
 - 2) relay functional designation – per latest ANSI Standard where the same functional designation shall be used on all drawings showing the relay
 - 3) complete relay type (such as CV-2, SEL321-1, REL-301, IJS51A, etc.)
 - 4) switch contact as referenced to the switch development if development is shown on a separate drawing.
 - 5) switch developments and escutcheons where the majority of contacts are used. Where contacts of a switch are used on a separate drawing, that drawing should be referenced adjacent to the contacts in the switch development. Any contacts not used should be referenced as spare.
 - 6) all switch contacts shown open with each labeled to indicate the positions in which the contact will be closed with explanatory notes defining switch coordination and adjustment where mis-adjustment could result in equipment failure or safety hazard

- 7) auxiliary relay contacts as referenced to the coil location drawing if coil is shown on a separate drawing where all contacts of auxiliary relays should be shown and the appropriate drawing referenced adjacent to the respective contacts
- 8) device auxiliary switches (circuit breakers, contactor) as referenced to the drawing where they are used.
- 9) any interlocks - electromechanical, key, etc., associated with the generation or interconnection Substation.
- 10) ranges of all timers and setting if dictated by control logic
- 11) all target ratings; on dual ratings note the appropriate target tap setting
- 12) complete internal for electromechanical protective relays where microprocessor type relays may be shown as a "black box", with manufacturer's instruction book number referenced and terminal connections shown
- 13) isolation points (states links, PK-2 and FT-1 blocks), etc., including terminal identification
- 14) all circuit elements and components, with device designation, rating and setting where applicable and where coil voltage is shown only if different from nominal control voltage
- 15) size, type, rating and designation of all fuses
- 16) phase sequence designation as ABC or CBA
- 17) potential transformers – nameplate ratio, polarity marks, rating, primary and secondary connections
- 18) current transformers (including aux. CT's) – polarity marks, rating, tap ratio and connection

12.5. Generator may not commence parallel operation of the Plant until consent has been given by TSP. TSP reserves the right to inspect the GIF and witness testing of any equipment or devices associated with the Point of Interconnection.

12.6. The Plant and GIF shall not cause objectionable interference with the electric service provided to other customers of TSP nor jeopardize the security of the ERCOT power system. In order to minimize objectionable interference of the Plant and GIF, the Plant and GIF shall meet the following criteria:

- i) Voltage - The Plant and GIF shall not cause excessive voltage excursions. Generator shall operate its Plant and GIF in such manner that the voltage levels on the TSP System are in the same range as if the Plant and GIF were not connected to the TSP System. Generator shall provide an automatic method of disconnecting its Plant and GIF from the TIF to protect against excessive voltage excursions.
- ii) Flicker - The Plant and GIF shall not cause excessive voltage flicker on the TSP System. Flicker is to be measured at the Point of Interconnection and shall not exceed 1.5% or the Borderline of Visibility Curve Voltage Flicker Chart of ANSI/IEEE Standard 141-1993, whichever is less.

- iii) Frequency – The operating frequency of the Plant shall not deviate from the frequency of the TSP System. Plant under-frequency relays shall be set the same as TSP's under-frequency relays, so that the Plant will not separate from the TSP System during under-frequency conditions until all TSP under-frequency load shedding equipment has operated. Generator will provide applicable settings to TSP prior to Commercial Operation.
- iv) Harmonics, Telephone Interference, and Carrier Interference - The Plant and GIF shall not introduce excessive distortion of the TSP System waveforms: voltage and current; telephone interference; or carrier interference at the Point of Interconnection. IEEE Standard 519 shall be used as a guide.
- v) Fault and Line Clearing - The Plant and GIF shall be disconnected from the TSP System on occurrence of an outage or fault on the TIF serving the Plant radially. Generator is responsible for the electrical stability of its Plant and providing adequate facilities so that critical fault clearing times are met.
- vi) All generation resources (including self-serve generating units) that have a gross generating unit rating greater than twenty (20) MVA or those units connected at the same Point of Interconnection that have gross generating unit ratings aggregating to greater than twenty (20) MVA, that supply power to the ERCOT transmission grid, shall provide Voltage Support Service (VSS).
- vii) Reactive Power Requirements – Generation resources must be capable of producing a defined quantity of reactive power to maintain a Voltage Profile established by ERCOT Nodal Protocol 3.15. The generator voltage-var schedule, voltage regulator, and transformer ratio settings will be jointly determined by TSP and Generator to ensure proper coordination of voltages and regulator action. The Plant must generate reactive requirements for the Plant and GIF. TSP may, in order to maintain security of the ERCOT power system, request Generator to adjust voltage schedule to accept or supply reactive power.
 - 1. Synchronous generators shall comply with the following reactive power requirements: an over-excited (lagging) power factor capability of ninety-five hundredths (0.95) or less and an under-excited (leading) power factor capability of ninety-five hundredths (0.95) or less, both determined at the generating unit's maximum net power to be supplied to the ERCOT transmission grid and at the transmission system Voltage Profile established by ERCOT, and both measured at the Point of Interconnection. The reactive power requirements shall be available at all MW output levels.
 - 2. Induction generators shall comply with the following reactive power requirements: an over-excited (lagging) power factor capability of ninety-five hundredths (0.95) or less and an under-excited (leading) power factor capability of ninety-five hundredths (0.95) or less, both

determined at the generating unit's maximum net power to be supplied to the ERCOT transmission grid and at the transmission system Voltage Profile established by ERCOT, and both measured at the Point of Interconnection. The reactive power requirements shall be available at all MW output levels and may be met through a combination of the Generation Resource's Unit Reactive Limit ("URL"), which is the generating unit's dynamic leading and lagging operating capability, and/or dynamic VAR capable devices. For Wind Generation Resources ("WGR"), the reactive power requirements shall be available at all MW output levels at or above ten percent (10%) of the WGR's nameplate capacity. When a WGR is operating below ten percent (10%) of its nameplate capacity and is unable to support voltage at the Point of Interconnection, ERCOT may require a WGR to disconnect from the ERCOT transmission grid.

3. Other generators shall comply with the following reactive power requirements: an over-excited (lagging) power factor capability of ninety-five hundredths (0.95) or less and an under-excited (leading) power factor capability of ninety-five hundredths (0.95) or less, both determined at the generating unit's maximum net power to be supplied to the ERCOT transmission grid and at the transmission system Voltage Profile established by ERCOT, and both measured at the Point of Interconnection. The reactive power requirements shall be available at all MW output levels and may be met through a combination of the Generation Resource's URL, which is the generating unit's dynamic leading and lagging operating capability, and/or dynamic VAR capable devices. For Intermittent Renewable Resources ("IRR"), the reactive power requirements shall be available at all MW output levels at or above ten percent (10%) of the IRR's nameplate capacity. When an IRR is operating below ten percent (10%) of its nameplate capacity and is unable to support voltage at the Point of Interconnection, ERCOT may require an IRR to disconnect from the ERCOT transmission grid.

- viii) The dynamic MVAR capability at the current MW generation amount shall be provided in real time. If this dynamic MVAR capability is not available in real time, a dynamic capability curve plotted as a function of MW output shall be provided. The shunt static reactive available, but not in service, shall be provided in sufficient detail to determine the amount of dynamic and static reactive reserve available.
- ix) Excitation System and Automatic Voltage Regulation – A Plant excitation system response ratio shall not be less than 0.5 (five-tenths). It shall conform, as near as achievable, to the field voltage vs. time criteria specified in American National Standards Institute Standard C50.13-1989 in order to permit adequate field forcing during transient conditions. A power system

stabilizer ("PSS") shall be installed on each new generating unit to be interconnected unless specifically exempted from this requirement by ERCOT. Generator shall determine the PSS settings to dampen local area modes with oscillations within the range of 0.2 Hz to 2 Hz. The PSS settings shall be tested and tuned for adequate damping during PSS commissioning. Final PSS settings shall be provided to ERCOT and TSP within thirty (30) days of commissioning. The PSS shall be kept in service and maintained in working order throughout the service life of the Plant. The PSS requirement is not applicable to asynchronous resources including photovoltaic solar and wind generation facilities. Each generator's exciter and exciter controls shall have a ride-through capability for significant system voltage disturbances (i.e., utilize UPS or DC design). Generator shall maintain the AVR of each generating unit in service and operable at all times. If the AVR is removed from service for maintenance or repair, TSP shall be notified.

- x) Governor System – Plant governors shall be able to respond to interconnection frequency deviations and help return interconnection frequency to normal following an upset on the ERCOT transmission grid to assist in maintaining interconnection stability.

12.7. Generator shall not energize a de-energized TIF circuit, unless under direction of TSP. The line switch will have dual locks to allow Generator and TSP to lock it for clearances.

12.8. Generator shall maintain an operating log at each generating unit at the Plant that, at a minimum, will indicate changes in operating status (available or unavailable), maintenance outages, trip indications, or other unusual conditions found upon inspection. For generators that are "block-loaded" to a specific MW level, changes in this setting shall also be logged. TSP may waive this requirement at its discretion. Reliability information, as required by ERCOT Requirements, will be maintained by Generator.

12.9. TSP considers the energy and power that the Plant and GIF may from time to time consume from the transmission grid through the Point of Interconnection to be a retail transaction and as such, TSP does not intend to be the provider of this retail service. Generator shall make necessary arrangements with the appropriate retail supplier for the energy and power that the Plant and GIF may consume from the transmission grid through the Point of Interconnection.

12.10. Generator shall notify TSP in writing as to which initial ERCOT Qualified Scheduling Entity the Plant will be scheduling through and any changes made thereafter.

12.11. Upon written request from TSP, Generator shall supply notification to TSP identifying their retail service provider.

12.12. Generator shall use commercially reasonable efforts to change the GIF as may be reasonably required by TSP to meet future changes in the TSP System. Generator shall be

given reasonable notice by TSP prior to the date that any such required change in the GIF must be made.

12.13. If this Agreement has been executed prior to ERCOT's approval of the completed Full Interconnection Study, then upon the required ERCOT approval, TSP will establish a new schedule for completion of the TIF if necessary, and the In-Service Date, Scheduled Trial Operation Date and Scheduled Commercial Operation Date shall be adjusted accordingly. TSP may, by written notice to Generator, require Generator to execute an amendment to this Agreement to reflect the effect of that Full Interconnection Study and the ERCOT approval on the i) Time Schedule set forth in this Exhibit "B"; ii) the Interconnection Details set forth in Exhibit "C"; and/or iii) the Security Arrangement Details set forth in Exhibit "E". Generator's failure to execute such an amendment within thirty (30) days of receipt of written notice from TSP shall constitute a Default, and in that event, TSP shall have all the rights and remedies set forth in Section 10.6 of Exhibit "A" to this Agreement.

12.14. Each Party will comply with NERC Reliability Standards applicable to its facilities identified in this Exhibit "C". Each Party shall provide to the other Party all information related to its interconnection facilities that may reasonably be required by the other Party to comply with NERC Reliability Standards applicable to its interconnection facilities, if any. "NERC Reliability Standards" means the mandatory electric reliability standards established and enforced by the North American Electric Reliability Corporation or its successor electric reliability organization.

12.15. The following supplemental terms and conditions are intended to define the real estate requirements set forth in Sections 4.3 and 6.3 of this Agreement. Unless TSP will utilize existing TSP real estate interests or unless TSP notifies Generator in writing that it will be acquiring the real estate interests, the following supplemental terms and conditions shall be applicable if TSP is constructing a new transmission station to interconnect Generator's Plant, or if TSP is constructing a new TSP transmission line to connect Generator's Plant with TSP's transmission facilities:

- i) Generator shall purchase the real estate and transfer to TSP the acreage designated for the Station development, at no cost to TSP, in fee. Once Generator obtains title to the property, it will execute TSP's standard option contract, providing TSP at least two (2) months to conduct its due diligence. The due diligence period will begin after: 1) the option contract is fully executed; and 2) TSP has received project approval from its board of directors. To expedite the title search, Generator will provide TSP with the original owner's and Generator's vesting deeds, the title policy insuring Generator's purchase, and any exception documents enumerated on that policy. Generator will provide TSP with the most current American Land Title Association ("ALTA") survey of the property. TSP will conduct its own environmental analysis, and purchase an updated ALTA survey with all current title exceptions and easements documented. TSP will purchase, at its option, an updated title search and policy, for fair market value, with

all standard exceptions and arbitration provisions removed. Generator will transfer the property designated for the Station site from Generator to TSP, using TSP's standard general warranty deed. TSP will bear the cost of drafting the option contract and general warranty deed. The Parties agree that no changes will be made from the standard option contract or general warranty deed, except those approved in writing by TSP, as deemed appropriate by TSP.

- ii) If the Station site does not abut a public roadway, Generator will provide TSP with legal access to the premises. Access will be either in fee, or in a perpetual easement for ingress/egress, or series of such easements, at TSP's discretion, which must include specific rights to build and maintain a roadway. The width necessary for access may vary, depending upon the terrain, but must be twenty-five (25) feet wide, at a minimum, to accommodate vehicle access for maintenance and future upgrades. If the site access is purchased in fee, the appropriate provision for that additional land will be included in TSP's standard option contract. If a perpetual easement is acceptable to TSP, Generator will utilize TSP's standard access easement. TSP will bear the cost of drafting the option contract or access easement(s). The Parties agree that no changes will be made from the standard access easement, except those approved in writing by TSP, as deemed appropriate by TSP.
- iii) Generator will grant easements and rights-of-way upon and across the lands owned by Generator for the lines which will connect Generator's facilities with TSP's transmission facilities, or will purchase such easements and rights-of-way across lands owned by third parties. If applicable, Generator will be responsible for obtaining all appropriate easements and rights-of-way for connection of TSP's Station facilities with the power transmission lines in the area. Generator shall pay the cost of acquiring all easements which are deemed necessary by TSP, including the cost of all title examinations and surveys as TSP may deem reasonably necessary. Generator will utilize TSP's standard easement and right of way agreement for these transfers. TSP will bear the cost of drafting the easement and right of way agreement(s). The Parties agree that no changes will be made from the standard easement and right of way agreement, except those approved in writing by TSP, as deemed appropriate by TSP.

12.16. Generator shall construct the GIF in accordance with TSP's "Requirements for Connection of New Facilities or Changes to Existing Facilities Connected to the AEP Transmission System" (or its successor) in effect at the time Generator provides authorization to commence construction per Exhibit "B" above. If Generator materially modifies the GIF, Generator shall comply with TSP's "Requirements for Connection of New Facilities or Changes to Existing Facilities Connected to the AEP Transmission System" (or its successor) in effect at the time of such modifications. Where the "Requirements for Connection of New Facilities or Changes to Existing Facilities

Connected to the AEP Transmission System” are in conflict with this Agreement, this Agreement shall prevail.

12.17. Generator shall provide information in accordance with TSP’s “Data and Modeling Requirements for Conventional Resource Entities” or “Data and Modeling Requirements for Solar and Wind Resource Entities” as applicable (or its successor) in effect at the time Generator provides authorization to commence construction per Exhibit “B” above. If Generator materially modifies the GIF, Generator shall provide TSP the modified GIF information in accordance with TSP’s “Data and Modeling Requirements for Conventional Resource Entities” or “Data and Modeling Requirements for Solar and Wind Resource Entities” as applicable (or its successor) in effect at the time of such modifications.

13. Special Operating Terms and Conditions:

13.1. For thermal powered generation, a Generator not qualified by ERCOT as a Quick Start Generation Resource (“QSGR”), will provide TSP at least thirty (30) minutes prior notice before coming on-line or off-line so TSP can adjust reactive resources. For thermal powered generation, a Generator qualified as a QSGR, will provide TSP at least ten (10) minutes prior notice before coming on-line or off-line so TSP can adjust reactive resources.

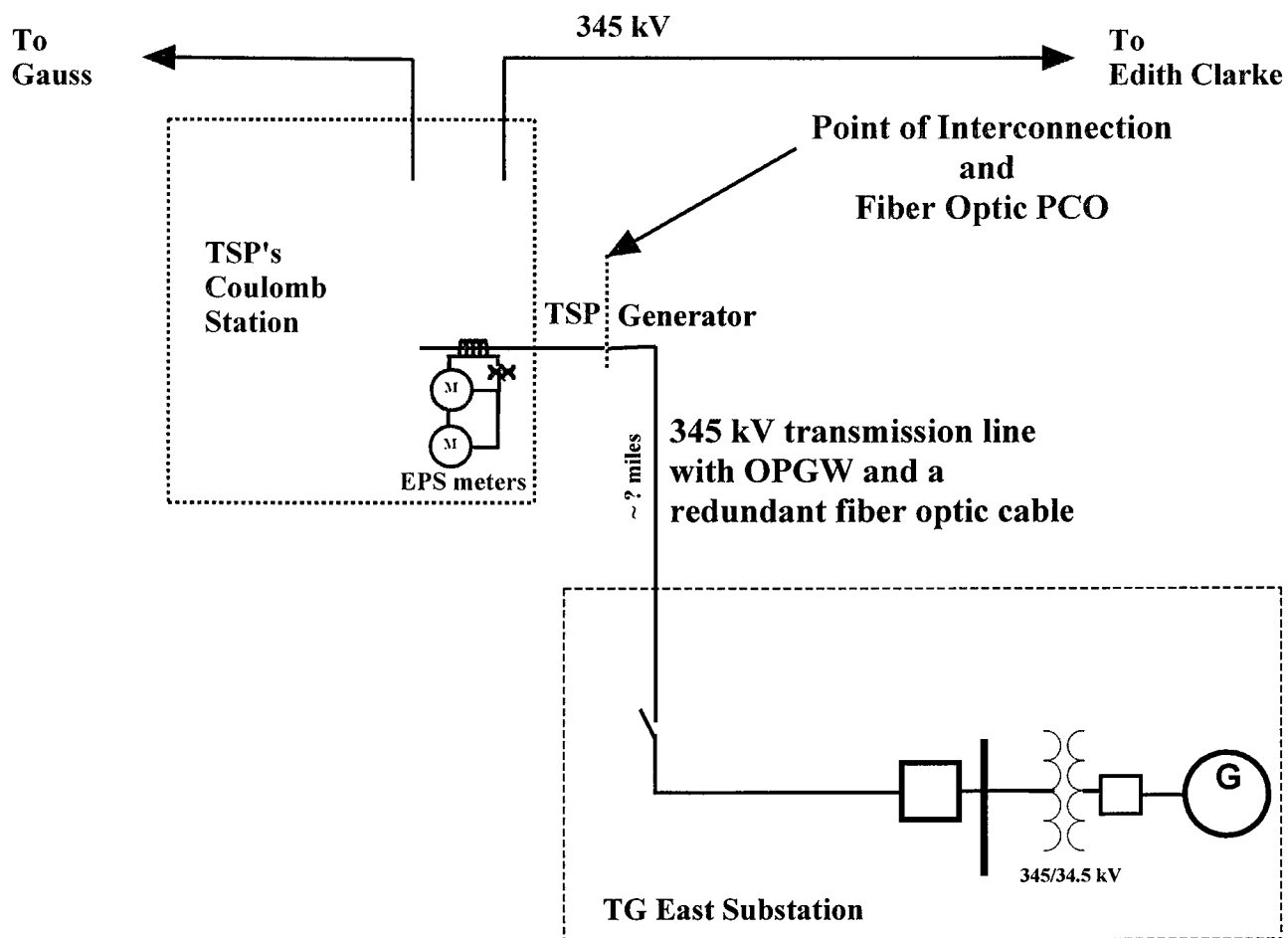
13.2. For wind powered generation greater than 50 MW, Generator shall notify TSP at least thirty (30) minutes in advance any time the reactive capability is expected to deviate by more than 10% from the reactive capability curves provided in accordance with Section 12.6(viii) above or any time Generator expects generation rate changes greater than 20% per minute of the Plant’s nameplate MW rating.

13.3. For solar powered generation greater than 10 MW, Generator shall notify TSP at least thirty (30) minutes in advance any time the reactive capability is expected to deviate by more than 10% from the reactive capability curves provided in accordance with Section 12.6(viii) above; TSP will coordinate the deviation in entire-site reactive disconnections of fifteen (15) minutes between solar farms in the same area, if any, for daily planned disconnections.

13.4. For battery storage resources greater than 5 MW, in addition to Generator’s obligations set forth in Section 11 of Exhibit “C” to this Agreement, Generator shall supply to TSP information including, but not limited to, the following: i) indication of battery charging and discharging conditions; ii) battery charge available; iii) time remaining at the present discharge rate; iv) maximum available power; v) voltage regulation set point; and vi) battery AVR status. Generator shall supply such information to TSP in a format satisfactory to TSP.

EXHIBIT "C-1"

Conceptual One-Line Drawing of Point of Interconnection



—— Generator-Owned Facilities
—— TSP-Owned Facilities

Distances as shown are conceptual and not to scale;
stations not shown completely.

EXHIBIT “D”**NOTICE INFORMATION OF THE INTERCONNECTION
AGREEMENT**

(a) All notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:

	If to Generator:	If to Transmission Service Provider:
Company Name:	TG East Wind Project LLC c/o Taaleri Energia North America LLC	Electric Transmission Texas, LLC c/o American Electric Power Service Corporation
Attn:	Taamir Fareed, Head of Development	Manager, Transmission Operations Reliability
Address:	Kasarmikatu 21 B	5502 Corporate Dr.
City, State, Zip:	00130 Helsinki Finland	Corpus Christi, TX 78405
24 Hour Phone:	214-970-8546	361-289-4003
E-mail:	Taamir.fareed@taaleri.com	dkkunkel@aep.com
Copy:		
Company Name:	Taaleri Energia	Electric Transmission Texas, LLC c/o American Electric Power Service Corporation
Attn:	Tomasz Janas	Manager, Transmission Dispatching
Address:	Kasarmikatu 21 B	5502 Corporate Dr.
City, State, Zip:	00130 Helsinki Finland	Corpus Christi, TX 78405
24-Hour Phone:	+358 40 735 9812	361-289-4006
E-mail:	Tomasz.Janas@taaleri.com	Llrodriguez2@aep.com

(b) Notices of an administrative nature:

	If to Generator:	If to Transmission Service Provider:
Company Name:	TG East Wind Project LLC c/o Taaleri Energia North America LLC	Electric Transmission Texas, LLC
Attn:	Taamir Fareed, Head of Development	Michael M. Macias, Vice President
Address:	Kasarmikatu 21 B	400 W. 15 th Street, Suite 800
City, State, Zip:	00130 Helsinki Finland	Austin, TX 78701-1677
Fax:	n/a	512-391-6391
Phone:	214-970-8546	512-391-6311

E-mail:	Taamir.fareed@taaleri.com	mmacias@aep.com
Copy:		
Company Name:	Taaleri Energia	Electric Transmission Texas, LLC c/o American Electric Power Service Corporation
Attn:	Tomasz Janas	Director, System Interconnections
Address:	Kasarmikatu 21 B	212 E. 6 th Street
City, State, Zip:	00130 Helsinki Finland	Tulsa, OK 74119
Fax:	n/a	918-599-3003
Phone:	+358 40 735 9812	918-599-2723
E-mail:	Tomasz.Janas@taaleri.com	rlpennybaker@aep.com

(c) Notice for statement and billing purposes:

	If to Generator:	If to Transmission Service Provider:
Company Name:	TG East Wind Project LLC c/o Taaleri Energia North America LLC	Electric Transmission Texas, LLC c/o American Electric Power Service Corporation
Attn:	Taamir Fareed, Head of Development	Accounts Receivable
Address:	Kasarmikatu 21 B	301 Cleveland Ave SW
City, State, Zip:	00130 Helsinki Finland	Canton, OH 44702

(d) Information concerning Electronic Funds Transfers:

	If to Generator:	If to Transmission Service Provider:
Bank Name:	City National Bank	Citibank, N. A.
Address:	City National Plaza 555 South Flower Street	111 Wall Street
City, State:	Los Angeles, CA 90071	New York, NY 10043
ABA No.	122016066	021000089
for credit to	TG East Wind Project LLC	Electric Transmission Texas, LLC
Account No.	432982351	30737169

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EXHIBIT "E"**SECURITY ARRANGEMENT DETAILS**

1. As a condition to TSP's obligation to plan, license, engineer, design, procure equipment and materials, and construct the TIF described in Section 8 of Exhibit "C", Generator will provide a financial security ("Security") in the form of one (1) or more letters of credit ("LC"), corporate guaranty or other form of collateral security reasonably acceptable to TSP in an amount totaling Six Million Dollars (\$6,000,000), as required pursuant to Section 8.3 of this Agreement. Such Security shall be provided within the dates and in the amounts set forth in the following schedule:

<u>Date Due</u>	<u>Amount</u>
Generator provided this Security installment on November 2, 2018	\$2,500,000
Within fifteen (15) months after the Execution Date of the Original Agreement	\$3,500,000

2. Depending upon the creditworthiness of the proposed guarantor, a corporate guaranty may or may not be acceptable Security. If Generator chooses to provide a corporate guaranty, it shall provide any financial reports requested by TSP upon execution of this Agreement. If the creditworthiness of the proposed guarantor is acceptable to TSP, the corporate guaranty shall be in a form similar to that shown in Exhibit "E-1" or, if in a form not similar to that shown in Exhibit "E-1" in a form acceptable to TSP. Generator shall provide annual audited financial statements of the guarantor for so long as the guaranty is in effect. In addition, Generator agrees to provide financial information concerning the guarantor as may be requested from time to time by TSP.

3. LC means one (1) or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch that has a credit rating of at least A- from Standard and Poor's or an A3 credit rating from Moody's Investors Services. The LC will be maintained with a bank having such credit rating for the entire period that the LC is in effect. TSP reserves the right to request multiple LC providers, depending on the amount of security required. The LC shall be in a form substantially similar to that shown in Exhibit "E-2" or, if not in a form similar to that shown in Exhibit "E-2," in a form acceptable to TSP. Such LC shall state that it is issued in favor of TSP and specify as its expiry date the date that follows the Commercial Operation Date indicated in Exhibit "B" by one (1) year. Costs of the LC shall be borne by the Generator.

4. TSP may by written notice to Generator require Generator to increase, replenish, or replace the Security from time to time i) if TSP determines in its reasonable discretion that the remaining Security is not adequate to cover the costs that TSP then reasonably estimates could become payable pursuant to this Agreement, ii) in the case of a letter of credit, if at any time the bank issuing the letter of credit no longer meets the criteria set forth in Section 3 above, or iii) in the case of a guaranty, if at any time the creditworthiness of the guarantor is no longer reasonably acceptable to TSP. Generator will tender any such increase, replenishment, or replacement to TSP

within thirty (30) days of such notice. No forbearance or delay on the part of TSP in requiring an increase, replenishment, or replacement of the Security will be a waiver of its right to do so.

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EXHIBIT "E-1"
FORM OF CORPORATE GUARANTY
GUARANTY

TO: **Electric Transmission Texas, LLC** and its successors and assigns (collectively "Beneficiary")

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and to induce Beneficiary to enter into a Standard Generation Interconnection Agreement dated as of _____, as the same may be amended from time to time (the "Agreement"), with [*Generator name*], a _____ ("Debtor"), the undersigned _____, a _____ ("Guarantor"), hereby irrevocably and unconditionally guarantees the due punctual and full payment of any and all obligations of the Debtor to the Beneficiary now or hereafter due pursuant to the Agreement or pursuant to applicable law in connection with the activities of the parties under the Agreement (the "Guaranteed Obligations"). Upon any failure by the Debtor to pay any of the Guaranteed Obligations, the Guarantor agrees that it will forthwith on demand pay any amounts which the Debtor has failed to pay the Beneficiary, at the place and in the manner specified in the Agreement. This Guaranty is a guaranty of payment and not merely a guaranty of collection. The Guarantor agrees that the Beneficiary may resort to the Guarantor for payment of any of the Guaranteed Obligations, whether or not the Beneficiary shall have resorted to any collateral security, or shall have proceeded against any other obligor principally or secondarily obligated with respect to any of the Guaranteed Obligations. Guarantor reserves the right to assert defenses which the Debtor may have to payment of any Guaranteed Obligations other than defenses based on lack of capacity, lack of authorization, lack of due execution, illegality, or limitations of actions, or arising from the bankruptcy, insolvency, or similar proceeding of the Debtor and other defenses expressly waived hereby.

The Guarantor agrees that, in the event of the dissolution or bankruptcy of the Debtor, if such event shall occur at a time when any of the Guaranteed Obligations may not then be due and payable, the Guarantor will pay the Beneficiary forthwith the full amount which would be payable hereunder by the Guarantor if all such Guaranteed Obligations were then due and payable and in default.

The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(A) any extension, renewal, settlement, compromise, waiver, discharge, or release in respect of any Guaranteed Obligations of the Debtor;

(B) the existence, or extent of, any release, exchange, surrender, non-perfection, or invalidity of any direct or indirect security for any of the Guaranteed Obligations;

(C) any modification, amendment, waiver, extension of or supplement to the Agreement or any of the Guaranteed Obligations agreed to from time to time by the Debtor and the Beneficiary;

(D) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of the Debtor or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Debtor or its assets, the Guarantor or any other guarantor of any of the Guaranteed Obligations;

(E) the existence of any claim, set-off, or other rights which the Guarantor may have at any time against the Debtor, the Beneficiary, or any other corporation or person, whether in connection herewith or in connection with any related or unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim if such claim, set off, or other right arose in connection with the Guaranteed Obligations.

(F) except as to applicable statutes of limitation, failure, omission, delay, waiver or refusal by Beneficiary to exercise, in whole or in part, any right or remedy held by Beneficiary with respect to the Agreement or any transaction under the Agreement; or

(G) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Debtor or any other individual, partnership, joint venture, corporation, association, trust or other enterprise that is a party to the Agreement, or any other agreement or instrument (including any guarantor) in respect of the Guaranteed Obligations, other than payment in full of the Guaranteed Obligations.

This Guaranty shall remain in full force and effect until the date on which the Debtor is entitled by the Agreement to a release of its Security provided thereunder. Such termination shall not release Guarantor from liability for any Guaranteed Obligations arising prior to the effective date of such termination (even if the amount of such Guaranteed Obligations is not then fully determined). If at any time any payment of any of the Guaranteed Obligations is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy, or reorganization of the Debtor, the Guarantor's obligations hereunder with respect to such payment shall be reinstated at such time as though such payment had not been made. If Debtor's assets or a major portion thereof are transferred to any other party or parties otherwise than by operation of law, and if Beneficiary enters into any transaction whereby such transferee or transferees become indebted to Beneficiary, this Guaranty, subject to all the other terms hereof, shall apply to any Guaranteed Obligations or balance of Guaranteed Obligations of such other transferee or transferees to Beneficiary.

The Guarantor irrevocably waives acceptance hereof, diligence, presentment, demand, protest, notice of dishonor, notice of any sale of collateral and any notice not provided for herein, and any requirement that at any time any person exhaust any right to take any action against the Debtor or its assets or any other guarantor or person. Guarantor further waives notice of the transactions between Beneficiary and Debtor, notice of the execution and delivery, amendment, extension, or renewal of any present or future instrument pertaining to the Guaranteed Obligations, notice of default by Debtor, and any other notice not expressly required by this Guaranty.

Guarantor further consents, without further notice, to any extension or extensions of the time or times of payment of said Guaranteed Obligations, or any portion thereof, and to any change in form or amount, or renewal at any time, of such Guaranteed Obligations, or any portion thereof, in each case up to an aggregate amount set forth below. Should any present or future Guaranteed Obligations incurred by Debtor not be paid when due or at the time to which the same may be extended, Beneficiary may proceed against Guarantor for such Obligations at any time, without notice and without any proceeding or action against Debtor.

Guarantor shall not exercise any rights which it may have or acquire by way of subrogation until all of the Guaranteed Obligations are paid in full to Beneficiary. Guarantor shall not enforce any right or receive any payment by way of subrogation until all of the Guaranteed Obligations then due shall have been paid in full and Beneficiary agrees to take at Guarantor's expense such steps as the Guarantor may reasonably request to implement such subrogation. If any amounts are paid to Guarantor in violation of the foregoing limitations, then such amounts shall be held in trust for the benefit of Beneficiary and shall forthwith be paid to Beneficiary by Guarantor to reduce the amount of outstanding Obligations, whether matured or unmatured.

In the event that acceleration of the time for payment of any amount payable by the Debtor under the Agreement is stayed upon the insolvency, bankruptcy or reorganization of the Debtor, all such amounts otherwise subject to acceleration or required to be paid upon an early termination pursuant to the terms of the Agreement shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Beneficiary.

The Guaranty shall be binding upon and inure to the benefit of the Beneficiary and its successors and assigns. Beneficiary may assign this Guaranty in its sole discretion. Guarantor may not assign its rights and obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the Beneficiary which consent may be arbitrarily withheld, and any such purported assignment without such written consent will be void.

Except for increases in the aggregate amount of Guaranteed Obligations, no other provision of this Guaranty may be amended, supplemented, or modified, nor any of the terms and conditions hereof waived, except by a written instrument executed by the Guarantor and an authorized representative of the Beneficiary.

The rights, powers, remedies, and privileges provided in this Guaranty are cumulative and not exclusive of any rights, powers, remedies, and privileges provided by law and any other agreement.

Notwithstanding anything in this Guaranty to the contrary, Guarantor's liability under this Guaranty and the Beneficiary's right of recovery under the same shall be limited to an aggregate amount of _____ Dollars (\$ _____). In the event Beneficiary engages in litigation to enforce this Guaranty, Guarantor agrees to pay, in addition to any amounts of Debtor which Guarantor has otherwise guaranteed to pay hereunder, any and all costs and expenses incurred by Beneficiary (including reasonable attorney's fees) in enforcing this Guaranty provided Beneficiary is successful in such litigation.

Guarantor represents and warrants that:

(A) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.

(B) The execution, delivery, and performance of the Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene any provision of law or of the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.

(C) All consents, authorizations and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery and performance of this Guaranty have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by and no notice to or filing with, any governmental authority is required in connection with the execution, delivery, or performance of this Guaranty.

(D) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

All notices or communications to the other party may be faxed and shall be followed in writing by registered or certified mail, or overnight delivery service to:

To Guarantor:

Attn: _____

Fax: () _____

To Beneficiary:

Electric Transmission Texas, LLC
c/o American Electric Power Service Corporation
Attn: Managing Director, Credit Risk Management
303 Marconi Blvd, 3rd Floor
Columbus, OH 43215
Fax: (614) 324-4591

or such other address as each party shall from time to time specify.

If any provision of this Guaranty is found by a court of competent jurisdiction to be void, illegal or otherwise unenforceable in that jurisdiction, such provision, to the extent of its invalidity, shall be severed from this Guaranty and be ineffective in that jurisdiction; provided, however, that such finding shall not affect the validity, legality or enforceability of such provision in any other jurisdiction or the validity, legality or enforceability of any other provision of this Guaranty. THIS GUARANTY WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE. Guarantor waives any right to trial by jury with respect to this Guaranty.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the date set forth below.

(_____)

By: _____

Name:

Title:

Date:

EXHIBIT "E-2"

FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE: _____

[Address]

RE: Credit No. _____

We hereby establish our Irrevocable Standby Letter of Credit in your favor for the account of _____ (the "Account Party"), for the aggregate amount not exceeding _____ United States Dollars (\$ _____), available to you for payment at sight upon demand at our counters at [Location] on or before the expiration hereof against presentation to us of the following document, dated and signed by a representative of the beneficiary:

"The Account Party has become obligated to pay to the Beneficiary or its assigns an amount equal to or exceeding [\$ _____] USD. Wherefore, the undersigned does hereby demand payment of such dollar amount."

Partial and multiple drawings are permitted hereunder.

We hereby agree with you that documents drawn under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation as specified.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. With respect to Article 14(b) of the UCP, the Issuing Bank shall have a reasonable amount of time, not to exceed three (3) banking days following the date of its receipt of documents from the Beneficiary, to examine the documents and determine whether to take up or refuse the documents and to inform the Beneficiary thereof accordingly.

In the event of an Act of God, riot, civil commotion, insurrection, war or any other cause beyond our control that interrupts our business (collectively, an "Interruption Event") and causes the place for presentation of this Letter of Credit to be closed for business on the last day for presentation, the expiry date of this Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

It is a condition of this Letter of Credit that it will be automatically extended without amendment for one (1) year from the expiration date hereof, or any future expiration date, unless at least ninety (90) days prior to any expiration date we notify you at the above address by registered mail or hand delivered courier that we elect not to consider this Letter of Credit renewed for any such period.

All commissions, expenses, and charges incurred with this Letter of Credit are for the account of the Account Party.

{Note: Must note the Expiry Date in the format}

[BANK SIGNATURE]