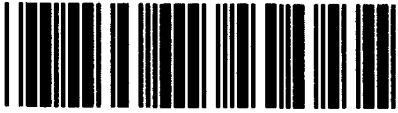




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35077

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November 27, 2007

**VIA FEDERAL EXPRESS**

Filing Clerk  
Public Utility Commission of Texas  
1701 N. Congress Avenue, Room G-113  
Austin, Texas 78711-3326

RE: Docket No. 35077: Brazos Electric Power Cooperative, Inc. – Wolf Ridge Wind, LLC, ERCOT Standard Generation Interconnection Agreement

**TO THE FILING CLERK:**

Enclosed for filing are eleven (11) copies of the ERCOT Standard Generation Interconnection Agreement (“SGIA”) between Brazos Electric Power Cooperative, Inc. (“Brazos Electric”) and Wolf Ridge Wind, LLC (“Wolf Ridge”) dated November 1, 2007. One copy is provided without binding, staples, tabs or separators for scanning purposes. Brazos Electric is filing the SGIA with the Public Utility Commission of Texas (“Commission”) pursuant to Substantive Rule 25.195(e). Please note that I have left a blank above for the docket number since Project No. 15539 has been closed. In discussions with the Commission’s filing desk, we have been told that a new control number could be established for these filings by Brazos Electric for future purposes.

As a result of a number of specific circumstances that are unique for Wolf Ridge’s planned generation project, Brazos Electric and Wolf Ridge have made various revisions to the standard form of Exhibit “A” to the SGIA. The most notable revisions are as follows:

Article 1

1. Added definitions for new defined terms used in Exhibit “A” as the result of adding a new provision to the SGIA. The new terms are: Affiliate, Project Financing and Project Financing Holder.
2. Deleted certain terms no longer appropriate since the time the Commission adopted the SGIA. The deleted terms are: Control Area and ISO.
3. Revised certain terms to update the terms as appropriate or to reflect the unique circumstances for Wolf Ridge’s planned generation project. The revised terms are: Commercial Operation, Facilities Study Agreement, Good Utility Practice, and Trial Operation.

2

1

Article 3

1. Because Brazos Electric is an electric cooperative and a borrower from the Rural Utilities Service ("RUS"), the RUS has been added to Section 3.2 in the event any regulatory approvals are required by the RUS for Brazos Electric's activities related to SGIA.

Article 9

1. Section 9.1.0 reflects changes the parties wanted for the minimum limits for insurance coverage.

Article 10

1. Revised Section 10.17 to provide (i) that consent for assignment will not be unreasonably withheld or delayed and (ii) that Brazos Electric can assign the SGIA to the RUS for collateral security purposes.
2. Added a new Section 10.18 to specify that Brazos Electric, if requested by Wolf Ridge, agrees to enter into a consent agreement with the Project Financing Holders.

Please place your "Received" mark upon the extra copy of the SGIA and return it to me, along with a copy of this letter indicating the docket number where the SGIA is filed, in the enclosed self-addressed, stamped envelop.

Please contact me if the Commission needs any further information.

Yours truly,



Bill Spears

BS/ced

Enclosure

Cc: Johnny York  
Philip Segrest

# ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

Wolf Ridge Wind, LLC

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## ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This Standard Generation Interconnection Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of November, 2007, between Brazos Electric Power Cooperative, Inc. ("Brazos Electric" or "Transmission Service Provider" or "TSP") and Wolf Ridge Wind, LLC ("Wolf Ridge" or "Generator"), hereinafter individually referred to as "Party," and collectively referred to as "Parties." In consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

Transmission Service Provider represents that it is an electric cooperative that owns and operates facilities for the transmission and distribution of electricity. Generator represents that it will own and operate the Plant. Pursuant to the terms and conditions of this Agreement, Transmission Service Provider shall interconnect Generator's Plant with Transmission Service Provider's System consistent with this Agreement.

This Agreement applies only to the Plant and the Parties' interconnection facilities as identified in Exhibit "C."

This Agreement shall become effective upon execution, subject to Governmental Authority approval, if required, and shall continue in full force and effect until terminated in accordance with Exhibit "A."

This Agreement will be subject to the following, all of which are incorporated herein:

- A. The "Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement" as revised and attached hereto as Exhibit "A";
- B. The ERCOT Requirements (unless expressly stated herein, where the ERCOT Requirements are in conflict with this Agreement, the ERCOT Requirements shall prevail);
- C. The PUCT Rules (where the PUCT Rules are in conflict with this Agreement, the PUCT Rules shall prevail);
- D. The Time Schedule attached hereto as Exhibit "B";
- E. The Interconnection Details attached hereto as Exhibit "C";
- F. The notice requirements attached hereto as Exhibit "D";
- G. The Form of Acknowledgement and Consent Agreement attached hereto as Exhibit "E";  
and
- H. The Security Arrangement Details attached hereto as Exhibit "F."

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

Brazos Electric Power Cooperative, Inc.

Wolf Ridge Wind, LLC

By: Clifton Karnei

By: [Signature]

Name: Clifton Karnei *DA Joe 147*

Name: Dean Gosselin

Title: Executive Vice President and General Manager

Title: Vice President

Date: November 1, 2007

Date: October 26, 2007



**Exhibit "A"**

**Terms and Conditions of the ERCOT  
Standard Generation Interconnection Agreement**

**ARTICLE 1. DEFINITIONS**

Capitalized terms shall have the meanings as set forth below, except as otherwise specified in the Agreement:

- 1.1 "Affiliate" shall mean any person or entity that controls, is controlled by or is under common control with the Party in question. For purposes of this definition, control shall mean direct or indirect ownership or control of a majority of the voting interests of an entity.
- 1.2 "CCN" shall mean a Certificate of Convenience and Necessity issued by the PUCT.
- 1.3 "Commercial Operation" shall mean the date on which Generator declares that the Trial Operation of the first turbine-generator of the Plant has been completed, and the first turbine-generator of the Plant is ready for dispatch.
- 1.4 "ERCOT" shall mean the Electric Reliability Council of Texas, Inc.
- 1.5 "ERCOT Requirements" means the ERCOT Operating Guides, ERCOT Generation Interconnection Procedures as well as any other documents adopted by ERCOT relating to the interconnection and operation of generators and transmission systems in ERCOT in effect and as amended from time to time, and any successors thereto. Any requirement in the foregoing documents imposed upon generation entities or generation facilities shall become the responsibility of the Generator, and any requirements imposed on transmission providers or transmission facilities shall become the responsibility of the TSP.

- 1.6. "Facilities Study" shall have the meaning as described in PUCT Rule 25.198(d) or its successor.
- 1.7. "Facilities Study Agreement" shall mean an agreement, if any, executed by the Parties relating to the performance of the Facilities Study.
- 1.8. "GIF" shall mean Generator's interconnection facilities as described in Exhibit "C."
- 1.9. "Good Utility Practice" shall have the meaning described in PUCT Rule 25.5(56) or its successor. Good Utility Practice may include, but not be limited to, conformance with the applicable and consistently applied reliability criteria, standards and operating guides of ERCOT and the North American Electric Reliability Corporation, or successor organization(s).
- 1.10. "Governmental Authority(ies)" shall mean any federal, state, local or municipal body having jurisdiction over a Party.
- 1.11. "In-Service Date" shall be the date, as reflected in Exhibit "B," that the TIF will be ready to connect to the GIF.
- 1.12. "Plant" shall mean the electric generation facility owned and operated by the Generator, as specified in Exhibit "C."
- 1.13. "Point of Interconnection" shall mean the location(s) where the GIF connects to the TIF as negotiated and defined by the Parties and as shown on Exhibit "C" of this Agreement.
- 1.14. "Project Financing" shall mean one or more loans and/or debt issues, together with all modifications, renewals, supplements, substitutions and replacements thereof, any portion of the proceeds of which are used wholly or partially to finance or refinance the costs of the Plant, any alteration, expansion or improvement to the Plant, the purchase and sale of the Plant or the operations at the Plant.

- 1.15 "Project Financing Holder" shall mean any holder, trustee or agent for holders, of any component of the Project Financing.
- 1.16 "PUCT" shall mean the Public Utility Commission of Texas.
- 1.17 "PUCT Rules" shall mean the Substantive Rules of the PUCT.
- 1.18 "Reasonable Efforts" shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.198(e)).
- 1.19 "System Protection Equipment" shall mean those facilities located within the TIF and the GIF as described in Section 5.6 and Exhibit "C."
- 1.20 "System Security Study" shall have the meaning as described in PUCT Rule 25.198(c)(6) or its successor.
- 1.21 "TCOS" shall mean the TSP's transmission cost of service as allowed by the applicable Governmental Authority.
- 1.22 "TIF" shall mean the TSP's interconnection facilities as described in Exhibit "C" to this Agreement.
- 1.23 "Trial Operation" shall mean the process by which the Generator is engaged in on-site test operations and commissioning of the first turbine-generator of the Plant prior to Commercial Operation.
- 1.24 "TSP" shall mean the Transmission Service Provider.
- 1.25 "TSP System" shall mean the electric transmission facilities, including the TIF, and all associated equipment and facilities owned and/or operated by the TSP.

## ARTICLE 2. TERMINATION

- 2.1 Termination Procedures. This Agreement may be terminated as follows:
- A. the Generator may terminate this Agreement after giving the TSP thirty (30) days

advance written notice; or

B. the TSP may terminate this Agreement (subject to Governmental Authority approval, if required) on written notice to the Generator if the Generator's Plant has not achieved Commercial Operation within one year after the scheduled Commercial Operation date reflected in Exhibit "B"; or

C. either Party may terminate this Agreement in accordance with Section 10.6.

2.2 Termination Costs. If a Party elects to terminate the Agreement pursuant to Section 2.1 above, the Generator shall pay all costs incurred (or committed to be incurred) by TSP, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of the Generator under this Agreement. In the event of termination by either Party, both Parties shall use commercially reasonable efforts to mitigate the damages and charges that they may incur as a consequence of termination. The provisions of the Sections 2.2 and 2.3 shall survive termination of the Agreement.

2.3 Disconnection. Upon termination of this Agreement, the Parties will disconnect the GIF from the TIF.

### ARTICLE 3. REGULATORY FILINGS

3.1 Filing. The TSP shall file this executed Agreement with the appropriate Governmental Authority, if required. Any portions of this Agreement asserted by Generator to contain competitively sensitive commercial or financial information shall be filed by the TSP identified as "confidential" under seal stating, for the TSP's showing of good cause, that Generator asserts such information is confidential information and has requested such filing under seal. If requested by the TSP, Generator shall provide the TSP, in writing, with the Generator's basis for

asserting that the information referred to in this Section 3.1 is competitively sensitive information, and the TSP may disclose such writing to the appropriate Governmental Authority.

3.2 Regulatory Approvals. Unless exempt, the TSP shall timely request ERCOT and all regulatory approvals necessary for it to carry out its responsibilities under this Agreement. Such approvals shall include any CCN required for the construction of the TIF and approvals by the Rural Utilities Service ("RUS").

#### **ARTICLE 4. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION**

4.1 Options. The Generator shall select one of the following options (subsection A or subsection B) and include the selected option in Exhibit "B" for completion of the TIF:

A. The TSP shall design, procure, and construct the TIF, using Reasonable Efforts to complete the TIF by the In-Service Date reflected in Exhibit "B." The TSP will utilize its own resources and will contract for additional resources, as reasonably necessary, to meet the In-Service Date. Such resources shall include, as the TSP believes is reasonable, use of other contractors, other equipment suppliers, other material suppliers, additional contract personnel, additional payments to contractors for expedited work, and premiums paid to equipment and material suppliers for expedited delivery. The TSP shall not be required to undertake any initiative which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, applicable laws and regulations, and ERCOT Requirements. In the event the TSP reasonably expects that it will not be able to complete the TIF by the In-Service Date, the TSP will promptly provide written notice to the Generator and will undertake Reasonable Efforts to meet the earliest date thereafter.

B. (i) The TSP shall design, procure, and construct the TIF by the In-Service Date reflected in Exhibit "B." The Parties acknowledge that the In-Service Date was either agreed upon through good faith negotiations or designated by the Generator upon failure of the Parties to agree. In the process of negotiating the In-Service Date, Generator will request a date upon which it reasonably expects it will be ready to begin use of the TIF and upon which it reasonably expects to begin doing so. Any date designated by the Generator shall in no event be less than fifteen months from the date that all conditions of Sections 4.2 and 4.3 have been satisfied. The designated In-Service Date will be extended day for day for each day that the ERCOT refuses to grant clearances to install equipment. If the TSP fails to complete the TIF by the In-Service Date reflected in Exhibit "B," the TSP shall pay the Generator liquidated damages in accordance with this Section 4.1.B.

(ii) The Parties agree that actual damages to the Generator, in the event the TIF are not completed by the In-Service Date, may include Generator's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. The Parties agree that, because of such uncertainty, any liquidated damages paid by the TSP to the Generator shall be an amount equal to  $\frac{1}{2}$  of 1% of the actual cost of the TIF, per day. However, in no event shall the total liquidated damages exceed 20% of the actual cost of the TIF. The Parties agree that such liquidated damages are less than the Generator's actual damages. The Parties agree that the foregoing payments will be made by the TSP to the Generator as just compensation for the damages caused to the Generator, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this Agreement.

(iii) The TSP shall apply to have the full costs of the TIF included in TCOS. If the PUCT issues a final, appealable order excluding from TCOS any portion of the TIF costs, including higher contractor and vendor costs due to liquidated damage provisions in those contracts and insurance costs to cover liquidated damages, which costs may have been reasonably incurred but which the PUCT finds should not be recovered through TCOS, the Generator shall reimburse the TSP for such costs in an amount not to exceed the difference between the TSP's estimate of the cost of the TIF under section 4.1.A and the TSP's estimate of the cost of the TIF under Section 4.1.B as reflected in Exhibit "C." Such costs shall be estimated using Good Utility Practice.

(iv) No liquidated damages shall be paid to Generator if the Generator is not ready to commence use of the TIF for the delivery of power to the Plant for Trial Operation or export of power from the Plant on the In-Service Date, unless the Generator would have been able to commence use of the TIF for the delivery of power to the Plant for Trial Operation or export of power from the Plant but for TSP's delay.

(v) If the In-Service Date has been designated by the Generator upon a failure of the Parties to agree on the In-Service Date, the TSP may, at its option, require the Generator to subcontract with the TSP for all or part of the design, procurement and construction of the TIF in accordance with the TSP's standard subcontractor agreements. In such event, the TSP shall be subject to the payment of liquidated damages to the Generator only if the In-Service Date is not met solely due to the TSP's failure to complete the portion of the TIF for which the TSP has retained responsibility. It is the intent of this subsection to give the TSP full control of the contents and quality of the TIF. To the extent the Generator acts as a subcontractor to the TSP, the following will apply: 1) The Generator shall engineer, procure equipment, and construct the

TIF (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the TSP; 2) In its engineering, procurement and construction of the TIF, the Generator shall comply with all requirements of law to which the TSP would be subject in the engineering, procurement or construction of the TIF; 3) The TSP shall review and approve the engineering design, acceptance tests of equipment, and the construction of the TIF; 4) The TSP shall have the right to approve and accept for operation the TIF in accordance with the standards and specifications provided in advance by the TSP, such approval and acceptance shall not be unreasonably withheld, conditioned, or delayed; 5) Should any phase of the engineering, equipment procurement, or construction of the TIF, including selection of subcontractors, not meet the standards and specifications provided by the TSP, and therefore be deemed unacceptable, then the Generator shall be obligated to remedy that portion of the TIF or selection of subcontractors that is deemed unacceptable, the TSP's approval of the Generator's selection of subcontractors will not be unreasonably withheld, conditioned or delayed; and 6) Once the TIF is accepted for operation by the TSP, then the TSP shall reimburse the Generator for the reasonable and necessary costs incurred by the Generator to complete the TIF. Such reimbursement shall be made within thirty days after receipt of the invoice, unless otherwise agreed to by the Parties.

4.2 Equipment Procurement. If responsibility for construction of the TIF is borne by the TSP, then the TSP shall commence design of the TIF and procure necessary equipment within a reasonable time after all of the following conditions are satisfied:



- A. The TSP has completed the Facilities Study pursuant to the Facilities Study Agreement;
- B. The TSP has received written authorization to proceed with design and procurement from the Generator by the date specified in Exhibit "B"; and
- C. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B."

4.3 Construction Commencement. The TSP shall commence construction of the TIF as soon as practicable after the following additional conditions are satisfied:

- A. Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;
- B. Necessary real property rights, if any, have been obtained;
- C. The TSP has received written authorization to proceed with construction from the Generator by the date specified in Exhibit "B"; and
- D. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B."

4.4 Work Progress. The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. If, at any time, the Generator becomes aware that the completion of the TIF will not be required until after the specified In-Service Date, the Generator will promptly provide written notice to the TSP of a new, later In-Service Date.

4.5 Conditions Precedent Delay. To the extent this Agreement incorporates a specified In-Service Date and the Generator fails to satisfy conditions precedent under Sections 4.2 and 4.3 so

that the TSP may meet the In-Service Date, the Parties will negotiate in good faith to establish a new schedule for completion of the TIF.

## **ARTICLE 5. FACILITIES AND EQUIPMENT**

5.1 Information Exchange. The Parties shall exchange information and mutually agree upon the design and compatibility of the Parties' interconnection facilities. The Parties shall work diligently and in good faith to make any necessary design changes to ensure compatibility of the GIF to the TSP System.

5.2 GIF Construction. Generator agrees to cause the GIF to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction. Within one-hundred and twenty (120) days after Commercial Operation, unless the Parties agree on another mutually acceptable deadline, the Generator shall deliver to the TSP the following "as-built" drawings, information and documents for the GIF: a one-line diagram, a site plan showing the Plant and the GIF, plan and elevation drawings showing the layout of the GIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Generator's main-power transformers, the facilities connecting the Plant to the main power transformers and the GIF, the impedances (determined by factory tests) for the associated main power transformers and the generators, and the impedance of any transmission voltage lines that are part of the GIF.

5.3 TIF Construction. The TSP agrees to cause the TIF to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction.

5.4 Equipment Changes. For facilities not described in Exhibit "C," if either Party makes equipment changes to the Plant, the GIF, the TIF or the TSP System which it knows will affect the operation or performance of the other Party's interconnection facilities or the Plant, the Parties agree to notify the other Party, in writing, of such changes. Such changes shall be made in accordance with ERCOT Requirements and coordinated between the Parties.

5.5 Metering, Telemetry and Communications Requirements.

A. Metering and telemetry of data will be accomplished in accordance with ERCOT Requirements. The specific metering, telemetry and communications equipment to be installed and data to be telemetered are described in Exhibit "C."

B. At the Point of Interconnection, the metering and telemetry equipment shall be owned by the TSP. However, the TSP shall provide the Generator with metering and telemetry values in accordance with ERCOT Requirements.

C. A minimum set of inputs to the telemetry equipment is specified in Exhibit "C." Additional sets of inputs may be subsequently mutually agreed upon.

D. The TSP will notify the Generator at least five (5) working days in advance of any planned maintenance, inspection, testing, or calibration of the metering equipment, unless otherwise agreed to in writing. The Generator, or its designated representative, shall have the right to be present for these activities and to receive copies of any documents related to the procedures and results.

E. Prior to the connection of the GIF to the TIF, acceptance tests will be performed by the owning Party to ensure the proper functioning of all metering, telemetry and communications equipment associated with the Point of Interconnection and both Parties' interconnection facilities, and to verify the accuracy of data being received by the TSP, ERCOT,

and the Generator. All acceptance tests will be performed consistent with ERCOT Requirements.

F. The TSP shall, in accordance with Good Utility Practice and ERCOT Requirements, specify communications facilities, including those necessary to transmit data from the metering equipment to the TSP, that are necessary for the effective operation of the Plant and the GIF with the TSP System. Such communication facilities shall be included in Exhibit "C." The Generator shall make arrangements to procure and bear the cost of such facilities.

G. Any changes to the meters, telemetry equipment, voltage transformers, current transformers, and associated panels, hardware, conduit and cable, that will affect the data being received by the other Party must be mutually agreed to by the Parties.

H. Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible in accordance with ERCOT Requirements.

#### 5.6 System Protection and Other Controls Requirements.

A. Each Party's facilities shall be designed to isolate any fault, or to correct or isolate any abnormality that would negatively affect the other Party's system or other entities connected to the TSP System.

B. Each Party shall be responsible for protection of its facilities consistent with ERCOT Requirements and Good Utility Practice.

C. Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Section 5.6.F. The required test switches will be placed such that

they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and tripping the Generator's units.

D. Recording equipment shall be installed to analyze all system disturbances in accordance with ERCOT Requirements.

E. Each Party will test, operate and maintain System Protection Equipment in accordance with ERCOT Requirements. Each Party will provide reasonable notice to the other Party of any testing of its System Protection Equipment allowing such other Party the opportunity to have representatives present during testing of its System Protection Equipment.

F. Prior to the In-Service Date, and again prior to Commercial Operation, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Equipment. At intervals suggested by Good Utility Practice or at intervals described in the ERCOT Requirements if so defined therein, and following any apparent malfunction of the System Protection Equipment, each Party shall perform both calibration and functional trip tests of its System Protection Equipment. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

5.7 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

## **ARTICLE 6. OPERATION AND MAINTENANCE**

6.1 Operation and Maintenance of Interconnection Facilities. The Parties agree to operate and maintain their systems in accordance with Good Utility Practice, National Electrical Safety Code, the ERCOT Requirements, PUCT Rules and all applicable laws and regulations. Subject

to any necessary ERCOT approval, each Party shall provide necessary equipment outages to allow the other Party to perform periodic maintenance, repair or replacement of its facilities. Such outages shall be scheduled at mutually agreeable times, unless conditions exist which a Party believes, in accordance with Good Utility Practice, may endanger persons or property. No changes will be made in the normal operation of the Point of Interconnection without the mutual agreement of the Parties except as otherwise provided herein. All testing of the Plant that affects the operation of the Point of Interconnection shall be coordinated between the TSP, ERCOT, and the Generator and will be conducted in accordance with ERCOT Requirements.

6.2 Land Rights and Easements. Terms and conditions addressing the rights of the TSP and the Generator regarding any facilities located on the other Party's property shall be addressed in a separate, duly executed and recorded easement agreement between the Parties. Prior to Commercial Operation, the Parties will mutually agree upon procedures to govern access to each other's property as necessary for the Parties to fulfill their obligations hereunder.

6.3 Service Interruption. The Parties recognize that the interruption of service provisions of the PUCT Rules give TSP the right to disconnect the TSP System from the Plant under the conditions specified therein. The Generator will promptly disconnect the Plant from the TSP System when required by and in accordance with the PUCT Rules and ERCOT Requirements.

6.4 Switching and Clearance.

- A. Any switching or clearances needed on the TIF or the GIF will be done in accordance with ERCOT Requirements.
- B. Any switching and clearance procedure necessary to comply with Good Utility Practice or ERCOT Requirements that may have specific application to the Plant shall be addressed in Exhibit "C."

6.5 Start-Up and Synchronization. Consistent with ERCOT Requirements and the Parties' mutually acceptable procedure, the Generator is responsible for the proper synchronization of the Plant to the TSP System.

6.6 Routine Operational Communications. On a timely basis, the Parties shall exchange all information necessary to comply with ERCOT Requirements.

6.7 Blackstart Operations. If the Plant is capable of blackstart operations, Generator will coordinate individual Plant start-up procedures consistent with ERCOT Requirements. Any blackstart operations shall be conducted in accordance with the blackstart criteria included in the ERCOT Requirements and the TSP Blackstart Plan on file with ERCOT. Notwithstanding this section, the Generator is not required to have blackstart capability by virtue of this Agreement. If the Generator will have blackstart capability, then Generator shall provide and maintain an emergency communication system that will interface with the TSP during a blackstart condition.

6.8 Power System Stabilizers. The Generator shall procure, install, maintain and operate power system stabilizers if required to meet ERCOT Requirements and as described in Exhibit "C."

## ARTICLE 7. DATA REQUIREMENTS

7.1 Data Acquisition. The acquisition of data to realistically simulate the electrical behavior of system components is a fundamental requirement for the development of a reliable interconnected transmission system. Therefore, the TSP and the Generator shall be required to submit specific information regarding the electrical characteristics of their respective facilities to each other as described below in accordance with ERCOT Requirements.

7.2 Initial Data Submission by TSP. The initial data submission by the TSP shall occur no later than 120 days prior to Trial Operation and shall include transmission system data necessary

to allow the Generator to select equipment and meet any system protection and stability requirements.

7.3 Initial Data Submission by Generator. The initial data submission by the Generator, including manufacturer data, shall occur no later than 90 days prior to the Trial Operation and shall include a completed copy of the following forms contained in ERCOT's Generation Interconnection Procedure: (1) Plant Description/Data and (2) Generation Stability Data. It shall also include any additional data provided to ERCOT for the System Security Study. Data in the initial submissions shall be the most current Plant design or expected performance data. Data submitted for stability models shall be compatible with ERCOT standard models. If there is no compatible model, the Generator will work with an ERCOT designated consultant to develop and supply a standard model and associated data.

7.4 Data Supplementation. Prior to Commercial Operation, the Parties shall supplement their initial data submissions with any and all "as-built" Plant data or "as-tested" performance data that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. Subsequent to Commercial Operation, the Generator shall provide the TSP any data changes due to equipment replacement, repair, or adjustment. The TSP shall provide the Generator any data changes due to equipment replacement, repair, or adjustment in the directly connected substation or any adjacent TSP-owned substation that may affect the GIF equipment ratings, protection or operating requirements. The Parties shall provide such data no later than 30 days after the date of the actual change in equipment characteristics. Also, the Parties shall provide to each other a copy of any additional data later required by ERCOT concerning these facilities.



7.5 Data Exchange. Each Party shall furnish to the other Party real-time and forecasted data as required by ERCOT Requirements. The Parties will cooperate with one another in the analysis of disturbances to either the Plant or the TSP's System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records.

#### ARTICLE 8. PERFORMANCE OBLIGATION

8.1 Generator's Cost Responsibility. The Generator will acquire, construct, operate, test, maintain and own the Plant and the GIF at its sole expense. In addition, the Generator may be required to make a contribution in aid of construction in the amount set out in and for the facilities described in Exhibit "C," if any, in accordance with PUCT Rules.

8.2 TSP's Cost Responsibility. The TSP will acquire, own, operate, test, and maintain the TIF at its sole expense, subject to the provisions of Section 4.1.B and the contribution in aid of construction provisions of Section 8.1 of this Agreement.

8.3 Financial Security Arrangements. The TSP may require the Generator to pay a reasonable deposit or provide another means of security, to cover the costs of planning, licensing, procuring equipment and materials, and constructing the TIF. The required security arrangements shall be specified in Exhibit "F." Within five business days after the Plant achieves Commercial Operation, the TSP shall return the deposit or security to the Generator. However, the TSP may retain an amount to cover the incremental difference between the TSP's actual out of pocket costs associated with the choice of Section 4.1.B over Section 4.1.A, pending a final PUCT Order as contemplated in Section 4.1.B(iii). If the Plant has not achieved Commercial Operation within one year after the scheduled Commercial Operation date identified in Exhibit "B" or if the Generator terminates this Agreement in accordance with Section 2.1 and

the TIF are not required, the TSP may, subject to the provisions of Section 2.2, retain as much of the deposit or security as is required to cover the costs it incurred in planning, licensing, procuring equipment and materials, and constructing the TIF. If a cash deposit is made pursuant to Exhibit "F," any repayment of such cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT or other Governmental Authority.

#### ARTICLE 9. INSURANCE

9.1 Each Party shall, at its own expense, maintain in force throughout the period of this Agreement, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in Texas:

A. Employers Liability and Worker's Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the State of Texas. The minimum limits for the Employer's Liability insurance shall be One Million Dollars (\$1,000,000) each accident bodily injury by accident, One Million Dollars (\$1,000,000) each employee bodily injury by disease, and One Million Dollars (\$1,000,000) policy limit bodily injury by disease.

B. Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

C. Comprehensive Automobile Liability Insurance for coverage of owned, non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.

D. Excess Public Liability Insurance over and above the Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Fifteen Million Dollars (\$15,000,000) per occurrence/Fifteen Million Dollars (\$15,000,000) aggregate; provided, however, notwithstanding any provision in the Agreement otherwise, Generator shall not be required to obtain such insurance until such time as Generator prepares to initiate construction activities of any portions of the GIF and TIF for which it is responsible under the Agreement, and, provided further, that Generator shall provide certification of such insurance to Brazos Electric at least 30 days prior to initiating construction activities.

E. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and affiliated companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) days advance written notice to Other Party Group prior to cancellation or any material change in coverage or condition.

F. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that

specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

G. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

H. The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

I. Within ten (10) days following execution of this Agreement, and as soon as practicable at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.

J. Notwithstanding the foregoing, each Party may self-insure to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade, or better, by Standard & Poor's. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I. In the event that a Party is permitted to self-insure pursuant

to this Section 9.1.J, it shall not be required to comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I.

K. The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.

#### ARTICLE 10. MISCELLANEOUS

##### 10.1 Governing Law and Applicable Tariffs.

A. This Agreement for all purposes shall be construed in accordance with and governed by the laws of the State of Texas, excluding conflicts of law principles that would refer to the laws of another jurisdiction. The Parties submit to the jurisdiction of the federal and state courts in the State of Texas.

B. This Agreement is subject to all valid, applicable rules, regulations and orders of, and tariffs approved by, duly constituted Governmental Authorities.

C. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

10.2 No Other Services. This Agreement is applicable only to the interconnection of the Plant to the TSP System at the Point of Interconnection and does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary for it to receive any other service that it may desire from the other Party or any third party. This Agreement does not address the sale or purchase of any electric energy, transmission service or ancillary services by either Party, either before or after Commercial Operation.

10.3 Entire Agreement. This Agreement, including all Exhibits, Attachments and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement. Notwithstanding the other provisions of this Section, the Facilities Study Agreement, if any, is unaffected by this Agreement.

10.4 Notices. Except as otherwise provided in Exhibit "D," any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, or sent by either registered or certified mail, postage prepaid, overnight mail or fax to the address or number identified on Exhibit "D" attached to this Agreement. Either Party may change the notice information on Exhibit "D" by giving five business days written notice prior to the effective date of the change.

10.5 Force Majeure.

A. The term "Force Majeure" as used herein shall mean any cause beyond the reasonable control of the Party claiming Force Majeure, and without the fault or negligence of such Party, which materially prevents or impairs the performance of such Party's obligations hereunder, including but not limited to, storm, flood, lightning, earthquake, fire, explosion, failure or imminent threat of failure of facilities, civil disturbance, strike or other labor disturbance, sabotage, war, national emergency, or restraint by any Governmental Authority.

B. Neither Party shall be considered to be in Default (as hereinafter defined) with respect to any obligation hereunder (including obligations under Article 4), other than the

obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Section shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

#### 10.6 Default

A. The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 10.6.B, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 30 days, the defaulting Party shall commence such cure within 30 days after notice and continuously and diligently complete such cure within 90 days from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

B. If a Default is not cured as provided in this Section, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Section will survive termination of this Agreement.

10.7 Intrastate Operation. The operation of the Plant by Generator shall not cause there to be a synchronous or an asynchronous interconnection between ERCOT and any other transmission facilities operated outside of ERCOT unless ordered by the Federal Energy Regulatory Commission under Section 210 of the Federal Power Act. The Parties recognize and agree that any such interconnection will constitute an adverse condition giving the TSP the right to immediately disconnect the TIF from the GIF, until such interconnection has been disconnected. The Generator will not be prohibited by this Section from interconnecting the Plant with facilities operated by the Comision Federal de Electricidad of Mexico, unless such interconnection would cause ERCOT utilities that are not "public utilities" under the Federal Power Act to become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission.

10.8 No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.



10.9 No Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of obligations, rights, or duties imposed upon the Parties. Termination or Default of this Agreement for any reason by the Generator shall not constitute a waiver of the Generator's legal rights to obtain an interconnection from the TSP under a new interconnection agreement.

10.10 Headings. The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.

10.11 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

10.12 Amendment. This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.14 Further Assurances. The Parties agree to (i) furnish upon request to each other such further information, (ii) execute and deliver to each other such other documents, and (iii) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement. Without limiting the generality of the foregoing, the TSP shall, at the Generator's expense, when

reasonably requested to do so by the Generator at any time after the execution of this Agreement, prepare and provide such information in connection with this Agreement (including, if available, resolutions, certificates, opinions of counsel or other documents relating to the TSP's corporate authorization to enter into this Agreement and to undertake the obligations set out herein) as may be reasonably required by any potential lender to the Generator under a proposed loan agreement. The TSP will use commercially reasonable efforts to obtain any opinion of counsel reasonably requested by Generator, but the TSP shall not be in Default of any obligation under this Agreement if the TSP is unable to provide an opinion of counsel that will satisfy any potential lender to the Generator. Specifically, upon the written request of one Party, the other Party shall provide the requesting Party with a letter stating whether or not, up to the date of the letter, that Party is satisfied with the performance of the requesting Party under this Agreement.

10.15 Indemnification and Liability. The indemnification and liability provisions of the PUCT Rule 25.202(b)(2) or its successor shall govern this Agreement.

10.16 Consequential Damages. OTHER THAN THE LIQUIDATED DAMAGES HERETOFORE DESCRIBED, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT DAMAGES FOR WHICH A PARTY MAY BE LIABLE TO THE OTHER PARTY UNDER ANOTHER

AGREEMENT WILL NOT BE CONSIDERED TO BE SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HEREUNDER.

10.17 Assignment. This Agreement may be assigned by either Party only with the written consent of the other, which consent will not be unreasonably withheld or delayed; provided that either Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Generator shall have the right to assign this Agreement, without the consent of the TSP, for collateral security purposes to aid in providing financing for the Plant, provided that the Generator will require any secured party, trustee or mortgagee to notify the TSP of any such assignment; and, provided further, that the TSP shall have the right to assign this Agreement without the consent of the Generator for collateral security purpose to be encumbered by liens and mortgages ("Mortgages") to the RUS and this paragraph shall not prohibit such encumbrances; nor shall this paragraph require Generator's written consent to sell, transfer or assign the TSP's interest in facilities under this Agreement, if made to RUS, or to any other party if so desired by RUS, under the terms of said Mortgages; and provided further that no such permitted sale, transfer, assignment or other disposition shall release or discharge the TSP from its obligations under this Agreement. Any financing arrangement entered into by the Generator pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the TSP of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor

shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

10.18 Lender Security. TSP agrees, if requested by Generator, to enter into a consent agreement (substantially in the form of Exhibit "E" attached hereto) with the Project Financing Holders.

10.19 Severability. If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement; provided that if the Generator (or any third-party, but only if such third-party is not acting at the direction of the TSP) seeks and obtains such a final determination with respect to any provision of Section 4.1.B, then none of the provisions of Section 4.1.B. shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by Section 4.1.A.

10.20 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

10.21 Invoicing and Payment. Unless the Parties otherwise agree (in a manner permitted by applicable PUCT Rules and as specified in writing in an Exhibit "F" attached hereto), invoicing and payment rights and obligations under this Agreement shall be governed by PUCT Rules or applicable Governmental Authority. Invoices shall be rendered to the paying Party at the address specified on, and payments shall be made in accordance with the requirements of, Exhibit "D."

10.22 Confidentiality.

A. Subject to the exception in Section 10.22.B, any information that a Party claims is competitively sensitive, commercial or financial information under this Agreement ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this Agreement or as a transmission service provider including disclosing the Confidential Information to ERCOT. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subsection, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subsection, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

B. This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision).

**Exhibit "B"**  
**Time Schedule**

Interconnection Option chosen by Generator (check one): ☒ Section 4.1.A. or ☐ Section 4.1.B.

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one):  
(1) ☐ good faith negotiations, or (2) ☐ Designated by Generator upon failure to agree.

Date by which Generator must provide notice to proceed with design and procurement and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date:

October 31, 2007

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

October 31, 2007

In - Service Date(s): October 1, 2008

(Notes: (1) In the event that it is not necessary for all facilities associated with the TIF to be completed on the same date, this entry may consist of multiple dates to reflect the staged completion of the TIF to meet those needs. (2) In-Service Date(s) can be expressed as either a specific date or expressed as a defined number of months after all conditions under Sections 4.2 and 4.3 have been satisfied.)

Scheduled Trial Operation Date: October 1, 2008

Scheduled Commercial Operation Date: October 1, 2008

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit B.

## **Exhibit "C"**

### **Interconnection Details**

1. **Name:** Wolf Ridge Wind Farm
2. **Point of Interconnection location:** The point at which the GIF interfaces with the TIF in Brazos Electric's Wolf Ridge Switching Station ("Station"), as shown in the attached one-line diagram. The Station is located approximately 3 miles east of St Jo in Cooke County, Texas. Such point will be the location at which the jumpers from the TIF connect to the GIF at the deadend tower located in the Station.
3. **Delivery Voltage:** 138 kV
4. **Number and size of Generating Units:**  
Nominal 112.5 MW total Plant capacity comprised of 75 wind turbines rated at 1.5 MW each.
5. **Type of Generating Unit:**  
Wind Turbines
6. **Metering and telemetry equipment:** Metering (voltage, location, losses adjustment due to metering location, and other), telemetry, and communications circuits:
  - a) TSP shall, in accordance with ERCOT Requirements and Good Utility Practice, procure, install, own, operate, inspect, test, calibrate and maintain 138 kV metering accuracy potential and current transformers and associated metering and telemetry equipment (including an RTU) located in the Station, as indicated in the one-line diagram attached to this Exhibit "C".
  - b) Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, procure, install, own, operate, inspect, test, calibrate and maintain the metering and telemetry equipment (including an RTU or other equipment acceptable to TSP) to supply all electrical parameters of the Generator's Plant and GIF, as specified in this Exhibit "C", to TSP in accordance with item (c) below.
  - c) Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, provide communications facilities that are, or may in the future be, necessary for the effective operation of the Generator's Plant and the Transmission System. Generator will directly make arrangements to procure and will bear the procurement, installation, maintenance, and ongoing costs of such facilities.
7. **Generator Interconnection Facilities:** The GIF shall be installed, owned and operated by the Generator at the Generator's expense and consist of the facilities shown in the attached one-line diagram, including the following:

Switchyard Equipment - the following list of major switchyard equipment will be necessary for the operation of the 138 kV switchyard at the Generator's Plant:

- (Lot) Circuit breaker, 138 kV, 2000 amperes, with 2 sets of 2000/5, C800 MRCTs for line current differential relaying.
- (Lot) Switches, air break, 138 kV, 2000, amperes, gang operated, 3 phase.
- (Lot) CCVTs, 138 kV, dual secondary windings as required for Generator metering and relaying
- (1 ea.) Step-up unit transformer to convert generator voltage to 138 kV
- (1 ea.) Supervisory equipment, SCADA RTU
- (Lot) Metering, telemetry, and communications equipment
- (2 ea.) Relay panels (differential and line)
- (Lot) 5.3 mile (approximate) 138 kV single-circuit transmission line with a single circuit in place from the Generator's 138 kV switchyard to the Station.
- (Lot) Associated structures, including deadend, buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction of the GIF.

The above list is not intended to be a complete list of all facilities that are part of the GIF.

8. **Transmission Service Provider Interconnection Facilities:** The TIF shall be installed, owned and operated by the TSP at the TSP's expense and include the facilities shown in the attached one-line diagram and shall consist of the following:

**Wolf Ridge Switching Station**

- (3 ea.) Circuit breaker, 138 kV, 2000 amperes, 50 kA
- (6 ea.) Switch, air break, 138 kV, 2000 amperes, gang operated, 3 phase
- (3 ea.) CCVTs, 138 kV, dual secondary windings for relaying
- (2 ea.) Power PTs
- (1 lot) Surge arresters, 138 kV
- (1 lot) EPS metering including current and potential transformers for metering and relaying
- (1 ea.) Supervisory equipment, SCADA RTU
- (4 ea.) Breaker control/relay panels
- (1 ea.) Control-house w/ battery set and associated indoor accessories
- (1 lot) All galvanized steel structures, including deadend, switch stands, metering structures, surge arrester supports, CCVT supports, PT supports, static masts, and bus supports necessary for construction and operation of the Station
- (1 lot) Associated buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for operation of the transmission facilities

Property as needed to accommodate the Station

Existing 9.4 mile Muenster to St Jo 138 kV transmission line ("Existing Line") and any transmission modifications necessary to terminate such Existing Line into the Station.

The above list is not intended to be a complete list of all facilities that are part of the TIF.



9. **Communications Facilities:**

- a) The TSP shall provide to the Station a phone circuit for the EPS meter data acquisition, a communications circuit for TSP's SCADA RTU, and, if required, a phone circuit for TSP's protective relaying.
- b) The Generator shall provide necessary communications facilities at Generator's expense, for the effective operation of its facilities as required in Items 6-b) and 6-c) above

10. **System Protection Equipment:** Refer to Section 5.6 and the following:

- a) The Generator's Plant and GIF shall be designed to isolate any fault, or to correct or isolate any abnormality that would negatively affect the ERCOT System. Generator shall be responsible for protection of its facilities.
- b) The Generator's Plant and GIF shall have protective relaying that is consistent with the protective relaying criteria as described in ERCOT Requirements and NERC standards. If requested by TSP, Generator shall, at its expense, provide corrections or additions to existing control and protective equipment required to protect the ERCOT System or to comply with government, industry regulations, or standard changes.
- c) Generator shall install sufficient digital fault recording equipment to thoroughly analyze all system disturbances of the ERCOT System in the immediate area. This equipment shall monitor the voltages at major nodes of the system, current at major branches, breaker and switch positions, and enough of the dc logic in the relay control scheme to analyze a system disturbance.
- d) Prior to modifying any relay protection system design or relay setting involving the GIF that may impact the TIF, the Generator shall submit the proposed changes to TSP for review and approval, TSP's review and approval shall be for the limited purpose of determining whether such proposed changes are compatible with the ERCOT System.
- e) TSP shall determine requirements for protection of the Point of Interconnection and the zone of protection around the Point of Interconnection and shall specify and implement protection and control schemes as necessary to meet such requirements. Generator shall have the right to review and comment on the necessary protection requirements and TSP shall consider Generator's comments when determining such requirements. TSP shall coordinate the relay system protection between Generator and the ERCOT System.
- f) If the GIF facilitate the interconnection of any of the generators at the Plant to the SPP (or any other reliability council other than ERCOT), Generator will utilize open circuit breakers and air-break switches (which provide visible open indication) as a means of isolating such generators from ERCOT.
- g) Generator will design, construct, and operate its electrical facilities such that all unit auxiliary power sources will come from the same reliability council as the unit output is connected.
- h) The wind turbines will have low voltage ride through capability that will keep the machines on line during faults. The limits for this protection will be a voltage of 0.30 pu for 100 ms (6 cycles). The wind turbines will have the capability to operate in Power Factor or Voltage Control mode.

11. **Inputs to Telemetry Equipment:**

Each 138 kV breaker: Status indication, three phase megawatts and three phase megavars.  
Each 138 kV bus: A, B, C phase voltages

12. **Supplemental Terms and Conditions:**

- a) Generator's new approximately 5.3 mile transmission circuit route may come near, or cross, and require modifications to other TSP's transmission line(s) and/or other distribution service provider's distribution line(s). The Generator will be responsible for the cost of such crossings and/or modifications.
- b) Notwithstanding any provision in the Agreement to the contrary, if the PUCT issues a final, appealable order excluding from TCOS any portion of the transmission costs incurred by Brazos Electric for the TIF which the PUCT (i) finds may otherwise have been reasonably incurred but should not be recovered through transmission rates or (ii) the PUCT disallows because they were incurred as a direct result of meeting the In-Service Date of the requested interconnection, the Generator shall bear and reimburse such costs to Brazos Electric within ninety (90) days from the date of such PUCT order. In the event and to the extent that such order is reversed and such costs are included in TCOS, Brazos Electric will reimburse such included costs to the Generator within ninety (90) days after the order allowing such costs to be included in TCOS becomes final and unappealable.
- c) At Brazos Electric's option, Brazos Electric may require or allow the Generator to contract with a landowner for the acquisition of the site for the Station (the "Station Site"). Brazos Electric shall be responsible for all reasonable costs associated with acquiring the Station Site provided that the Generator meets the following requirements:
  - 1. Title to the Station Site must be acquired in the name of Brazos Electric at the closing, by virtue of an assignment of the purchase contract from the Generator, which assignment must be approved, accepted and signed by Brazos Electric.
  - 2. The Generator must coordinate the purchase of the Station Site with the TSP including, but not limited to, the following attributes: purchase price, size of property, location, physical condition of the property, etc., and obtain the TSP's approval and acceptance of any and all such attributes of the Station Site and all exceptions to title prior to closing. The Generator shall furnish to the TSP copies of any and all Commitments for Title Insurance (Commitments) received or obtained in connection with its purchase of the Station Site, together with copies of all documents relating to or affecting the Station Site, including, but not limited to, all recorded documents shown as exceptions in any and all Commitments affecting the Station Site.
  - 3. The contract for the purchase of the Station Site shall require the following:
    - a. The seller of the Station Site ("Seller") will deliver to the TSP a General Warranty Deed, conveying indefeasible title in fee simple to the Station Site, free and clear of all liens, encumbrances, covenants, conditions, easements, assessments, restrictions, outstanding minerals rights and reservations and oil, gas and other mineral leases and reservations, except for general taxes for the year of the closing not yet due and payable and those exceptions acceptable to the TSP.
    - b. The Seller will deliver to the TSP, at the TSP's sole cost and expense, an Owner's Title Policy issued by a title insurance company acceptable to the TSP, in the TSP's favor, in the amount of the purchase price of the Station Site and the value of all improvements to be constructed thereon, insuring the TSP's good and indefeasible title in fee simple to the Station Site, free and clear of any and all liens, encumbrances, covenants, conditions, easements, assessments, restrictions, outstanding mineral rights and reservations, and oil, gas or mineral leases and reservations, except for those approved and accepted by the TSP, subject to the standard printed exceptions contained in the usual form of a Texas Owner's Title Policy; provided, however, that the boundary and survey exception shall be

amended to except only as to "shortages in area," the exception as to the lien for taxes shall be limited to the year of closing and the exception as to restrictive covenants shall show "none of record" unless otherwise approved and accepted by the TSP, and there shall be no exception to the rights of "parties in possession."

- c. The Owner's Title Policy shall contain the following provisions:
  - i. The settlement of any claims filed pursuant to this policy shall be made subject to the written approval of the United States of America, acting by and through the Administrator of the Rural Utilities Service, U. S. Department of Agriculture; and
  - ii. The Property is subject to a mortgage filed September 26, 2003, and made by Brazos Electric Power Cooperative, Inc. to the U. S. Government, on file in the Utility Security Filings with the Office of the Secretary of State of the State of Texas under file No. 04-0083574536 and indentures supplemental thereto, if any.
- d. General real estate taxes and personal property taxes for the then current year relating to the Station Site, and utility charges, if any, shall be pro-rated as of the closing date and shall be adjusted in cash at closing. If the closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Station Site. All roll-back taxes attributable to the Station Site having been assessed at agricultural, open-space or other special use valuation shall be paid by the TPS. Any charges, special taxes or assessments for public improvements or otherwise that are made and/or assessed against the Station Site prior to the closing shall be paid by the Seller at closing.
- e. The Generator shall require a survey to be furnished to the TSP, or TSP may secure a survey of the Station Site prepared and delivered by a Texas Registered Public Land Surveyor, the cost of which to be paid by the TSP. The survey shall be a current on-the-ground boundary line survey of the Station Site, shall show any and all encroachments, protrusions and improvements on the Station Site, shall set forth the actual acreage comprising the Station Site, together with a metes and bounds description of the Station Site sufficient to allow a title insurance company to amend the boundary and survey exception in the Owner's Title Policy to read and except only as to "shortages in area."
- f. The right of the Generator or the TSP or its duly authorized employees and agents to enter upon, examine, drill, bore and inspect the Station Site; provided, however, that TSP will agree to indemnify and hold Seller free and harmless from all costs or liabilities incurred by reason of such inspection, and, should the closing described in the contract not occur for any reason not the fault of Seller, to repair damages caused to the Station Site by reason of any such inspection. Inspections may include, but are not limited to:
  - i. physical property;
  - ii. feasibility studies;
  - iii. any type of environmental site assessment or engineering study;
  - iv. wetland delineations;
  - v. cultural resource surveys;
  - vi. geotechnical investigations;
  - vii. land survey; and
  - viii. compliance inspections.

If TSP determines, in its sole judgment, that the Station Site is not suitable for any reason for TSP's intended use of the Station Site, or is not in satisfactory condition, the TSP may terminate its obligation under this Contract to purchase

the Station Site under Generator's contract by delivering written notice of termination to Seller or Generator, as the case may be. In the event of such termination, all obligations of the TSP under the purchase contract shall thereupon become null and void for all purposes.

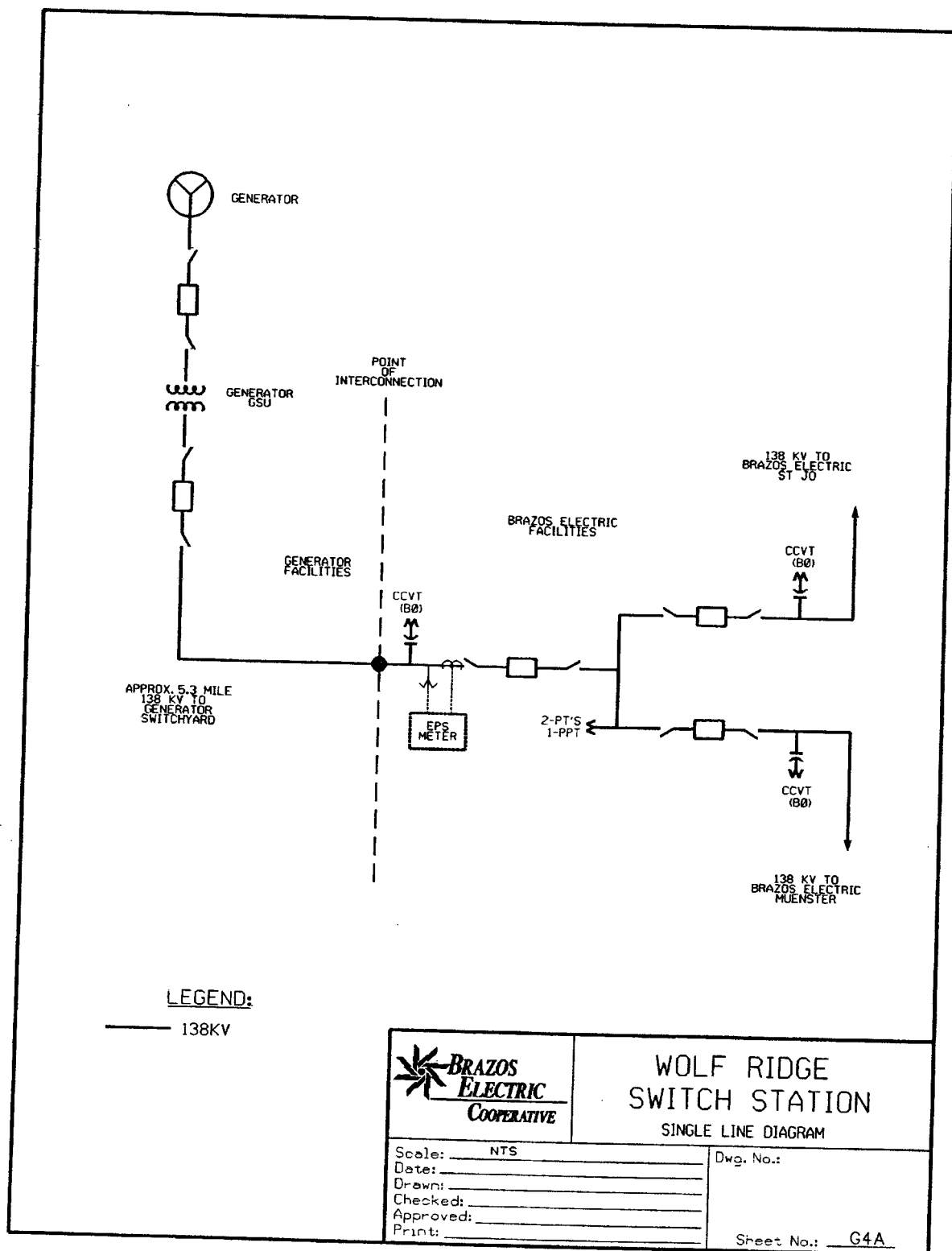
- d) If requested by the Generator, temporary facilities that are not to be included as part of the TIF may be constructed by Brazos Electric to provide electric service to the GIF. Brazos Electric, in its sole discretion, shall have the right to determine if such temporary facilities shall be constructed or considered as part of the TIF. In the event Brazos Electric determines that the temporary facilities are not part of the TIF (the "Temporary Facilities"), Brazos Electric will provide for the design, construction, the estimated cost ("Estimated Cost"), and the actual cost ("Actual Cost") of the Temporary Facilities to provide the electric service as requested by the Generator. The Estimated Cost and Actual Cost shall include, without limitation, the costs of the associated equipment and materials, labor for the construction and removal of the Temporary Facilities, and overheads. The Generator agrees to pay Brazos Electric the Actual Cost of the Temporary Facilities in accordance with this Subsection 12(d). Prior to any design, ordering of materials, or construction of the Temporary Facilities, the Generator shall pay Brazos Electric the Estimated Cost. Brazos Electric will not incur any costs for the Temporary Facilities greater than the Estimated Cost without the prior written authorization of the Generator. After completion of the Temporary Facilities, Brazos Electric will refund to the Generator the difference between the Estimated Cost and the Actual Cost of the Temporary Facilities, if the Actual Cost is determined by Brazos Electric to be less than the Estimated Cost. If the Actual Cost is determined to be greater than the Estimated Cost, the Generator will pay Brazos Electric the difference between the Actual Cost and the Estimated Cost; provided that Brazos Electric obtained the written authorization of Generator prior to incurring such excess cost as required here.
- e) Any Temporary Facilities constructed by Brazos Electric for the Generator shall be owned by Brazos Electric and as such shall be operated, maintained and under the dispatch authority of Brazos Electric at all times.
- f) Metering equipment and telemetry shall at all times be in accordance with ERCOT requirements. Temporary exemptions shall not be allowed.
- g) The TSP intends to finance all or a part of the purchase price of the Station Site and improvements thereon utilizing funds controlled and administered by the Rural Utilities Service (RUS), U. S. Department of Agriculture. Consequently, the TSP must comply with the National Environmental Policy Act and 7 CFR Part 1794 and prepare an Environmental Report (the "Environmental Report"). Therefore, before acquiring the Station Site, Generator or TSP, at TSP's sole cost and expense, cause certain environmental inspections and procedures to be performed in order for the TSP to comply with the National Environmental Policy Act (NEPA) and 7CFR Part 1794. These include, but may not be limited to, the following:
  - (1) A property description of the Station Site;
  - (2) A written description of the TIF;
  - (3) The need for the TIF;
  - (4) Maps of the area and the TIF;
  - (5) Copies of letters to the following agencies with their responses:
    - i. U. S. Department of Agriculture;
    - ii. Texas Archeological Research Laboratory;
    - iii. Texas Historical Commission;
    - iv. Texas Parks and Wildlife Department;
    - v. Texas Department of Transportation;
    - vi. U. S. Corps of Engineers;

- vii. U. S. Fish and Wildlife Service;
- viii. U. S. Environmental Protection Agency; and
- ix. Any other federal or state agency required by law.

The Generator and TSP will comply with all instructions or directions contained in the agency responses. The Generator will assist the TSP in obtaining approval of its Environmental Report and any other environmental issues arising by virtue of this project.

**13. Special Operating Conditions:**

A special ERCOT-approved operating arrangement such as a Remedial Action Plan or Special Protection System may be required either prior to, or after, Commercial Operation. The terms "Remedial Action Plan" and "Special Protection System" shall have the meanings as set forth in the ERCOT Requirements. TSP and ERCOT will examine the need and feasibility of these arrangements in cooperation with the Generator. In the event that the ERCOT determines that such an arrangement is required, then TSP, ERCOT, and Generator will cooperate to design and install the necessary facilities, to be operational for the duration of the period where such Remedial Action Plan or Special Protection Scheme may be necessary. This Agreement will be amended to document such arrangement.



DATE:

**Exhibit "D"**  
**Notice and EFT Information of the ERCOT Standard Generation  
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 Brazos Electric

Brazos Electric Power Cooperative, Inc.  
Attn: Tony Kroskey  
Address: 2404 LaSalle Ave PO Box 2585  
City, State, Zip: Waco, TX 76702-2585  
Operational/Confirmation Fax: (254) 750-6288  
24 Hour Telephone: (254) 750-6260  
E-mail: tkroskey@brazoselectric.com

If to Wolf Ridge Wind, LLC

FPLE Operating Services, Inc.  
Attn: Fleet Performance Diagnostic Center  
Address: 700 Universe Blvd  
City, State, Zip: Suite Juno Beach, FL 33408  
Operational/Confirmation Fax: TBD  
24 Hour Telephone: (866) 375 3732  
E-mail: john\_cote@fpl.com

(b) Notices of an administrative nature:

If to Brazos Electric

Brazos Electric Power Cooperative, Inc.  
Attn: David Albers  
Address: 2404 LaSalle Ave PO Box 2585  
City, State, Zip: Waco, TX 76702-2585  
Fax: (254) 750-6340  
Phone: (254) 750-6358  
E-mail: dalbers@brazoselectric.com

If to Wolf Ridge Wind, LLC

Wolf Ridge Wind, LLC  
Attn: Director, Business Mgmt.  
Address: 700 Universe Blvd.  
City, State, Zip: Juno Beach, FL 33408  
Fax: (561) 304-5161  
Phone: (561) 304-5372  
E-mail: john\_cote@fpl.com

(c) Notice for statement and billing purposes:

If to Brazos Electric

Brazos-Electric Power Cooperative, Inc.  
Attn: Brent Fox  
Address: 2404 LaSalle Ave. PO Box 2585  
City, State, Zip: Waco, TX 76702-2585  
Phone: 254-750-6240  
E-mail: bfox@brazoselectric.com

If to Wolf Ridge Wind, LLC

Wolf Ridge Wind, LLC  
Attn: Director, Business Mgmt.  
Address: 700 Universe Blvd.  
City, State, Zip: Juno Beach, FL 33408  
Phone: (561) 304-5372  
E-mail: john\_cote@fpl.com

(d) Information concerning Electronic Funds Transfers:

If to Brazos Electric:

Bank Name: Bank of America  
City, State: Dallas, TX  
ABA No.: 0260-0959-3  
for credit to  
Brazos Electric Power Cooperative, Inc.  
Account No.: 004770496398

If to Wolf Ridge Wind, LLC

Bank of America  
City, State: New York, NY  
ABA No.: 0260-0959-3  
FPL Energy, LLC  
Account No.: 3751006981

## **Exhibit "E"**

### **Form of Acknowledgement and Consent Agreement**

This ACKNOWLEDGMENT AND CONSENT AGREEMENT (this "Consent Agreement"), dated as of \_\_\_\_\_, 200\_, (the "Effective Date") is executed by and among BRAZOS ELECTRIC POWER COOPERATIVE, INC., an electric cooperative organized under the laws of the State of Texas (the "Contracting Party"), Wolf Ridge Wind, LLC, a limited liability company organized under the laws of the State of Delaware (the "Project Owner"), [\_\_\_\_\_] a [\_\_\_\_\_] banking corporation (together with its successors in such capacity, the "Collateral Agent"), as Collateral Agent for the {benefit of the various financial institutions providing financing to the Borrower referred to below (the Collateral Agent and all such parties collectively, the "Secured Parties").

- A. The Project Owner owns and operates a [\_\_\_\_\_] MW wind-powered electric generating facility located in [\_\_\_\_\_] County, in the State of Texas (the "Facility");
- B. The Contracting Party and the Project Owner have entered into the ERCOT Standard Generation Interconnection Agreement, dated \_\_\_\_\_, 2007 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Assigned Agreement");
- C. The Assigned Agreement expressly contemplates that the Project Owner may enter into financing arrangements in connection with the Facility;
- D. The Project Owner is a wholly owned subsidiary of [\_\_\_\_\_] (the "Borrower");
- E. The Borrower will incur indebtedness pursuant to a [Credit Agreement] dated as of [\_\_\_\_\_] (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "[Credit Agreement]"), among the Borrower, certain other parties named therein and the Collateral Agent;
- F. The Borrower will use the proceeds of the loans under the Credit Agreement to, among other things, partially reimburse the indirect equity owners of the Project Owner for development and construction costs incurred on behalf of the Project Owner in connection with the Facility;
- G. The Project Owner has guaranteed the obligations of the Borrower under the [Credit Agreement] and other obligations owing to the Secured Parties (such guarantee, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Guarantee"); and
- H. Pursuant to the Assignment and Security Agreement, dated as of [\_\_\_\_\_] (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Security Agreement"), between the Project Owner and the Collateral Agent,



the Project Owner has assigned its interest under the Assigned Agreement to the Collateral Agent as security for the payment and performance by the Project Owner of its obligations under the Guarantee.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Consent to Assignment. The Contracting Party hereby acknowledges and consents to the pledge and assignment, for collateral purposes, of all right, title and interest of the Project Owner in, to and under (but not its obligations, liabilities or duties with respect to) the Assigned Agreement by the Project Owner to the Collateral Agent pursuant to the Security Agreement.

2. Confirmations by the Contracting Party. The Contracting Party confirms, as of the Effective Date, as follows:

(a) No Amendments. There are no amendments, modifications or supplements (whether by waiver, consent or otherwise) to the Assigned Agreement, either oral or written.

(b) No Previous Assignments. The Contracting Party affirms that it has no actual notice of any assignment relative to the right, title and interest of the Project Owner in, to and under the Assigned Agreement other than the pledge and assignment to the Collateral Agent referred to in paragraph 1 above.

(c) No Termination Event; No Disputes. To the best of Contracting Party's knowledge, after giving effect to the pledge and assignment referred to in paragraph 1, and after giving effect to the consent to such pledge and assignment by the Contracting Party, there exists no event or condition (a "Termination Event") that would, either immediately or with the passage of time or giving of notice, or both, entitle the Contracting Party to terminate the Assigned Agreement. There are no unresolved disputes between the parties under the Assigned Agreement. All amounts due under the Assigned Agreement as of the date hereof have been paid in full.

3. Right to Cure.

(a) From and after the date hereof and unless and until the Contracting Party shall have received written notice from the Collateral Agent that the lien of the Security Agreement has been released in full, the Collateral Agent shall have the right, but not the obligation, following a "Default" (as defined in the Assigned Agreement) by the Project Owner under the Assigned Agreement, to pay all sums due under such Assigned Agreement by the Project Owner and to perform any other act, duty or obligation required of the Project Owner thereunder; provided, that no such payment or performance shall be construed as an assumption by the Collateral Agent or any other Secured Party of any covenants, agreements or obligations of the Project Owner under or in respect of the Assigned Agreement.

(b) The Contracting Party agrees that it will not terminate the Assigned Agreement without first giving the Collateral Agent an opportunity to cure as provided in paragraph 3(c) below.

(c) If the Contracting Party issues a notice of Default pursuant to Section 10.6 of the Assigned Agreement, the Contracting Party shall contemporaneously send a copy of such notice to the Collateral Agent to the address for the Collateral Agent as provided by paragraph 7 below; provided, however, Contracting Party shall in no manner have any liability to the Collateral Agent, the Secured Parties, the Project Owner, or any other party for failure to send a copy of the notice of Default to the Collateral Agent or for the failure of the Collateral Agent to receive such copy of the notice of Default. If the Collateral Agent elects to exercise its right to cure as herein provided, it shall have the same period of time as the Project Owner, and no more unless agreed to by the Contracting Party, provided for in Section 10.6 of the Assigned Agreement within which to cure the Default specified in such notice.

(d) Any curing of or attempt to cure any Default shall not be construed as an assumption by the Collateral Agent or the Secured Parties of any covenants, agreements or obligations of the Project Owner under or in respect of the Assigned Agreement.

#### 4. Replacement Agreement; Substitute Owner

(a) Notwithstanding any provision in the Assigned Agreement to the contrary, in the event that the Assigned Agreement is rejected or otherwise terminated in connection with any bankruptcy, insolvency, reorganization or similar proceedings in respect of the Project Owner, at the Collateral Agent's request, the Contracting Party will enter into a new agreement with the Collateral Agent or with the Collateral Agent's nominee, for the remainder of the originally scheduled term of the Assigned Agreement, effective as of the date of such rejection or termination, in the same form as the Assigned Agreement (as in effect immediately prior to such bankruptcy, insolvency, reorganization or similar proceeding).

(b) The Contracting Party acknowledges that upon an event of default under the Security Agreement, the Collateral Agent (or its designee) may (but shall not be obligated to) assume, or cause any purchaser at any foreclosure sale or any assignee or transferee under any instrument of assignment or transfer in lieu of foreclosure to assume, all of the interests, rights and obligations of the Project Owner arising under the Assigned Agreement. In accordance with Section 10.17 of the Assigned Agreement, if an event of default shall have occurred under the Security Agreement as a result of which the Collateral Agent intends to exercise remedies thereunder involving the assignment or transfer of the Project Owner's rights under the Assigned Agreement, the Collateral Agent shall provide written notice to the Contracting Party of such exercise of remedies. If the interest of the Project Owner in the Assigned Agreement shall be assumed, sold or transferred as provided above, the assuming party shall agree in writing to be bound by and to assume the terms and conditions of the Assigned Agreement and any and all obligations to the Contracting Party arising or accruing thereunder (including the obligation to cure any Default thereunder in accordance therewith), and the Contracting Party shall continue to perform its obligations under the Assigned Agreement in favor of the assuming party as if such party had been named as the Project Owner under the Assigned Agreement. Notwithstanding any such assumption or disposition by the Collateral Agent, its designee, a purchaser, an assignee or a transferee, the Project Owner shall not be released or discharged from and shall remain liable for any and all of its obligations to the Contracting Party arising or accruing under the Assigned Agreement prior to such assumption.