

5. Additional Provisions. Each of the Project Owner and the Contracting Party hereby confirms and agrees as follows:

(a) All conditions precedent to the effectiveness of the obligations of each party to the Assigned Agreement have been satisfied or waived in accordance with the Assigned Agreement;

(b) The Collateral Agent and each of the other Secured Parties constitute Project Finance Holders (as defined in the Assigned Agreement) for purposes of the Assigned Agreement; and

(c) The TIF and the GIF have been completed and the Commercial Operation date has occurred in accordance with the Assigned Agreement. (As used herein, "TIF", "GIF" and "Commercial Operation" shall have the meanings assigned to such terms in the Assigned Agreement.)

6. No Modification to the Assigned Agreement. As between the Contracting Party and the Project Owner, nothing contained in this Consent Agreement shall amend, modify or alter the rights or obligations of the Contracting Party under the Assigned Agreement. This Consent Agreement constitutes a separate agreement between the Contracting Party and the Collateral Agent and sets forth certain specific rights and obligations as between the Contracting Party and the Collateral Agent.

7. Notices. Notice to any party hereto shall be in writing and shall be deemed to be delivered on the earlier of: (a) the date of personal delivery, (b) if deposited in a United States Postal Service depository, postage prepaid, registered or certified mail, return receipt requested, or sent by express courier, in each case addressed to such party at the address indicated below (or at such other address as such party may have theretofore specified by written notice delivered in accordance herewith), upon delivery or refusal to accept delivery, or (c) if transmitted by facsimile, the date when sent and facsimile confirmation is received; provided that any facsimile communication shall be followed promptly by a hard copy original thereof by express courier:

The Collateral Agent:

The Project Owner:

The Contracting Party:

8. Successors and Assigns. This Consent Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Contracting Party, and shall inure to the benefit of the Collateral Agent (for the benefit of the Secured Parties) and the Project Owner and their respective successors and permitted transferees and assigns.

9. Counterparts. This Consent Agreement may be executed in one or more counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

10. Governing Law. This Consent Agreement shall be governed by and construed in accordance with the laws of Texas without regard to its principles of conflict of laws.

11. Term. This Consent Agreement shall become effective on the Effective Date and shall continue in force and effect until such day as the lien of the Security Agreement has been released in full in accordance with paragraph 3(a).

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Consent Agreement as of the Effective Date.

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

By: _____

Name:

Title:

[_____],

as Collateral Agent

By: _____

Name:

Title:

Acknowledged and Agreed:
WOLF RIDGE WIND, LLC

By: _____

Name:

Title:

Exhibit "F"

Security Arrangement Details

1. Notwithstanding any provisions in the Agreement to the contrary, effective no later than two (2) business days after the date of execution of this Agreement ("LOC Date"), Generator shall cause to be established, and shall at all times through the earlier of (i) five (5) business days after the date upon which TSP receives written notification from Generator that Commercial Operation has been achieved or (ii) forty-five (45) days after the termination of the Agreement in accordance with its terms (the earlier of which shall be the "Final Expiration Date"), cause to be maintained in full force and effect: (a) an "Irrevocable Standby Letter of Credit" for the benefit of TSP in a commercially acceptable form consistent with this Exhibit "F" (substantially in the form shown in Exhibit "F-1" hereto) and otherwise acceptable to TSP, which acceptance shall not be unreasonably withheld, in the amounts and as of the effective dates set forth below; or (b) any of the Alternate Security as defined in Section 3 of this Exhibit "F" below.

2. The Irrevocable Standby Letter of Credit may consist of one or more consecutive terms (each a "Term"), the first of which shall have an effective date of the LOC Date, and the last of which shall expire on the Final Expiration Date; provided, that, the Irrevocable Standby Letter of Credit shall automatically renew from Term to Term without amendment such that there shall be no interruption of surety provided by the Irrevocable Standby Letter of Credit from the LOC Date through the Final Expiration Date. Except to the extent that the Bank, as defined below, has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, as described below, the Irrevocable Standby Letter of Credit issued in connection herewith shall have no provision for termination by the Bank or Generator.

The Irrevocable Standby Letter of Credit shall provide surety to TSP in the amounts and effective dates as shown below. In the event that Generator does not deliver to TSP an Irrevocable Standby Letter of Credit in the amounts and on the effective dates as shown below, TSP shall have the right to draw under any then outstanding Irrevocable Letter of Credit to cover the costs incurred in the design of facilities associated with the TIF, and TSP shall have the right to terminate this Agreement. Failure to deliver the Irrevocable Standby Letter of Credit in the specified amounts within the time periods specified below shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

To the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Bank shall give notice to TSP and Generator in writing by certified mail, return receipt requested or via courier service, of the exercise of its right not to renew the Irrevocable Standby Letter of Credit for a successive Term (an "Expiring Term") not less than sixty (60) days prior to the expiration date of any Expiring Term. Generator hereby agrees that in the event that the Bank gives such notice and Generator does not provide TSP with a substitute Irrevocable Standby Letter of Credit in substantially the same form as the expiring Irrevocable Standby Letter of Credit within thirty (30) days after the date of such notice, TSP shall have the right to retain as much security from the expiring Irrevocable Standby Letter of Credit as is required to cover the costs incurred (or

committed to be incurred) by TSP as of the date of retention of such security in planning, licensing, procuring equipment and materials for, and constructing the TIF, and TSP shall have the right to terminate this Agreement. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit "F" and be otherwise acceptable to TSP, which acceptance shall not be unreasonably withheld. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

"Irrevocable Standby Letter of Credit" shall mean an irrevocable, transferable letter of credit, issued by a Generator-selected and TSP-approved (which approval shall not be unreasonably withheld), major U.S. commercial bank or a major foreign commercial bank with a U.S. branch office with a credit rating of at least "A-" by Standard & Poors or "A3" by Moody's Investor Service ("Bank").

If at any time during the term of this Agreement, the TSP-approved Bank, which has issued the then current Irrevocable Standby Letter of Credit, suffers a credit rating reduction to less than "A-" by Standard & Poor's or "A3" by Moody's Investor Service, Generator shall replace that Irrevocable Standby Letter of Credit with another Irrevocable Standby Letter of Credit of the same amount and with the same beneficiary from another TSP-approved Bank of Generator's choice within fifteen (15) business days of the date of such reduction in rating. Failure to deliver a replacement Irrevocable Standby Letter of Credit within fifteen (15) days of the date of a reduction in rating shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

The Irrevocable Standby Letter of Credit shall provide surety to TSP (for recovery of its engineering, design and equipment procurement costs) on the LOC Date in the amount of \$2,900,000.00.

3. Instead of an Irrevocable Standby Letter of Credit, Generator may elect to provide TSP with a cash deposit, corporate guaranty from FPL Group Capital Inc. or another creditworthy entity approved by TSP, or other form of collateral security acceptable to TSP in its sole discretion in the amount of \$2,900,000.00 made payable to the TSP, or made effective, no later than two (2) business days after the date of execution of this Agreement (the "Alternate Security"). Any Alternate Security will be refunded to the Generator as per Section 8.3 of the Agreement. If Generator elects to provide a corporate guaranty, such corporate guaranty shall be in the same form and substance as the guaranty attached hereto as Exhibit "F-2".

EXHIBIT "E-1"

FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE: _____

[Address]

RE: Credit No. _____

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

"The Account Party has not performed in accordance with the ERCOT Standard Interconnection Agreement with us dated _____. Wherefore, the undersigned does hereby demand payment of \$ _____ USD. [Beneficiary fills in the amount not to exceed the full value of the letter of credit]"

Partial and multiple drawings are permitted hereunder.

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

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500 (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 13(b) and 17 of the UCP, in which case the terms of this Letter of Credit shall govern.

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

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

This Irrevocable Standby Letter of Credit will expire on _____. [Expiration date to be consistent with the provisions of Exhibit "F".]

[BANK SIGNATURE]

EXHIBIT "F-2"

GUARANTY

This Guaranty (this "Guaranty"), dated effective as of October ____, 2007 (the "Effective Date"), is made and entered into by FPL GROUP CAPITAL INC, a Florida corporation ("Guarantor").

WITNESSETH:

WHEREAS, BRAZOS ELECTRIC POWER COOPERATIVE, INC., a Texas cooperative organization ("Counterparty") and WOLF RIDGE WIND, LLC, a limited liability company organized under the laws of the State of Delaware ("WOLF RIDGE") and an indirect subsidiary of Guarantor, have entered or will enter into that certain ERCOT Standard Generation Agreement dated as of October ____, 2007 (the "Agreement"); and

WHEREAS, Guarantor will indirectly benefit from the transactions to be entered into between WOLF RIDGE and Counterparty;

NOW THEREFORE, in consideration of Counterparty entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. GUARANTY. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due of the obligations of WOLF RIDGE (the "Obligations") to Counterparty under the Agreement. This Guaranty shall constitute a guarantee of payment and not of collection. The liability of Guarantor under this Guaranty shall be subject to the following limitations:

(a) The aggregate amount covered by this Guaranty shall not exceed U.S. \$2,900,000.00.

(b) Guarantor's liability hereunder shall be and is specifically limited to payments expressly required to be made under the Agreement (even if such payments are deemed to be damages) as well as costs of collection and enforcement of this Guaranty (including attorney's fees) to the extent reasonably and actually incurred by the Counterparty (all of which such liability in the aggregate will be subject to the limitation set forth in Section 1(a) above) but in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive or tort damages, or, except to the extent specifically provided in the Agreement, any other damages.

2. DEMANDS AND NOTICE. If WOLF RIDGE fails or refuses to pay any Obligations and Counterparty has elected to exercise its rights under this Guaranty, Counterparty shall make a demand upon Guarantor (hereinafter referred to as a "Payment Demand"). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount WOLF RIDGE has failed to pay and an explanation of why such payment is due, with a specific statement that Counterparty is calling upon Guarantor to pay under this Guaranty. A Payment Demand satisfying the foregoing requirements shall be required with respect to Obligations before Guarantor is required to pay such Obligations hereunder and shall be deemed

sufficient notice to Guarantor that it must pay the Obligations within five (5) Business Days after its receipt of the Payment Demand. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until WOLF RIDGE or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured. As used herein, the term "Business Day" shall mean a day on which commercial banks or financial institutions are open for business in the States of Florida and Texas.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Florida and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guaranty;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guaranty; and

(c) this Guaranty, when executed and delivered, will constitute a valid and legally binding agreement of Guarantor, except as the enforceability of this Guaranty may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which WOLF RIDGE may be entitled to arising from or out of the Agreement, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of WOLF RIDGE.

5. AMENDMENT OF GUARANTY. No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Counterparty.

6. WAIVER; TERMINATION. Except as required in Section 2 above, Guarantor hereby waives (a) notice of acceptance of this Guaranty; (b) presentment and demand concerning the liabilities of Guarantor; and (c) any right to require that any action or proceeding be brought against WOLF RIDGE or any other person, or to require that Counterparty seek enforcement of any performance against WOLF RIDGE or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of Counterparty in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any Obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modification to the terms of the Agreement.

Guarantor agrees that this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if all or any part of any payment made hereunder is at any time avoided or rescinded or must otherwise be restored or repaid by Counterparty as a result of the bankruptcy of WOLF RIDGE, or otherwise, all as though such payments had not been made.

Guarantor may terminate this Guaranty by providing written notice of such termination to Counterparty and upon the effectiveness of such termination; Guarantor shall have no further liability hereunder, except as provided in the last sentence of this paragraph. No such termination shall be effective until ten (10) Business Days after receipt by Counterparty of such termination notice. Unless terminated earlier, this Guaranty and the Guarantor's Obligations hereunder shall remain in full force and effect until the earlier of (i) expiration or termination of the Agreement, and (ii) five (5) days after the Plant achieves commercial operation (as such term is defined in the Agreement). Early termination shall not release Guarantor from liability for any Obligations arising prior to the effective date of such termination.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by telegram or telecopy, as follows:

To Counterparty: Brazos Electric Power Cooperative, Inc.
2404 LaSalle Avenue
Waco, Texas 76702
Attn: David Albers
Fax No.: (254) 750-6340

To Guarantor FPL Group Capital Inc
700 Universe Blvd.
Juno Beach, Florida 33408
Attn: Treasurer
Fax No.: (561) 694-6299

Copies of Notices sent to Guarantor shall also be sent via facsimile to ATTN: Contracts Group, Legal, Fax No. (561) 625-7504 and ATTN: Credit Department, Fax No. (561) 625-7642.

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by telegram or telecopy shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by telegram or telecopy shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. MISCELLANEOUS. This Guaranty shall in all respects be governed by, and construed in accordance with, the law of the State of Texas, without regard to principles of conflicts of laws. This Guaranty shall be binding upon Guarantor and its permitted successors and assigns and inure to the benefit of and be enforceable by Counterparty and its permitted successors and assigns. The Guarantor may not assign this Guaranty in part or in whole without the prior written consent of the Counterparty. The Counterparty may not assign its rights or benefits under this Guaranty in part or in whole except (i) with the prior written consent of the Guarantor, or (ii) pursuant to a permitted assignment of the Agreement, in which case the assignee will succeed to the rights of Counterparty hereunder. The liability of the Guarantor hereunder, will in all cases be subject to the Guarantor's maximum aggregate liability set forth in Section 1(a) herein. Neither the Guarantor nor the Counterparty will unreasonably withhold or delay consent to assignment.

This Guaranty embodies the entire agreement and understanding between Guarantor and Counterparty and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guaranty are for purposes of reference only, and shall not affect the meaning hereof.

Time is of the essence of this Guaranty. The remedies provided to Counterparty in this Guaranty are cumulative and not exclusive of any other remedies provided by law.

Words importing the singular number hereunder shall include the plural number and vice versa and any pronouns used herein shall be deemed to cover all genders. The term "person" as used herein means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated association, or government (or any agency or political subdivision thereof).

Wherever possible, any provision in this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any one jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty on October ____, 2007, but it is effective as of the Effective Date.

FPL GROUP CAPITAL INC

By: _____
Name: _____
Title: _____