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Project No. 35077

Assignment and Amendment No. 4 to
Generation Interconnection Agreement
Dated September 7, 1999 between
Brazos Electric Power Cooperative, Inc.
and

Calpine Bosque Energy Center, LLC (successor in
interest and assignee of Bosque Power Company, LLC)

Dated October 22, 2012

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**ASSIGNMENT AND AMENDMENT NO. 4 TO
GENERATION INTERCONNECTION AGREEMENT
DATED SEPTEMBER 7, 1999 BETWEEN
BRAZOS ELECTRIC POWER COOPERATIVE, INC.
AND
BOSQUE POWER COMPANY, LLC (formerly Mirant Texas, LP)**

This Assignment and Amendment No. 4 (this "Assignment and Amendment No. 4") to the Generation Interconnection Agreement dated September 7, 1999, as previously amended August 21, 2000, April 10, 2001, and October 12, 2007 (the "Agreement"), is made and entered into the 22nd day of October, 2012, among Brazos Electric Power Cooperative, Inc. ("Brazos Electric"), Bosque Power Company, LLC ("Bosque Power"), and Calpine Bosque Energy Center, LLC ("Calpine Energy") (Brazos Electric, Bosque Power, and Calpine Energy, each, individually a "Party", and collectively the "Parties").

INTRODUCTION

Brazos Electric and Bosque Power have entered into the Agreement, the defined terms of which are incorporated herein. Bosque Power desires to assign to Calpine Energy all of Bosque Power's rights and obligations under the Agreement, and Calpine Energy desires to acquire such rights and assume all of Bosque Power's obligations under the Agreement, in each case as of the Effective Date described below.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Assumption.

(a) Bosque Power hereby irrevocably assigns to Calpine Energy all of Bosque Power's rights under the Agreement effective as of the "Closing Date" under that certain Asset Purchase and Sale Agreement, dated October 3, 2012 by and between Bosque Power and Calpine Energy (the "Effective Date"). Calpine Energy shall provide written notice to Brazos Electric specifying such "Closing Date" after it has occurred.

(b) Calpine Energy accepts the assignment provided in Section 1(a), and assumes and agrees with Brazos Electric to perform all of the obligations of Bosque Power under the Agreement relating to the period from and after the Effective Date.

(c) The Parties hereby consent to the assignment and assumption described in Section 1(a) and (b) above, and agree to execute and deliver such further documents and agreements as may be reasonably requested and mutually agreed upon by the Parties to evidence the assignment and assumption provided for herein.

(d) Brazos Electric hereby releases Bosque Power from all benefits, rights, duties, responsibilities, obligations and liabilities existing on and after the Effective Date with respect to the Agreement; provided, however, such release does not extend to any responsibilities, obligations and liabilities that existed prior to such Effective Date. Brazos Electric hereby accepts Calpine Energy in lieu of Bosque Power for fulfillment of all benefits, rights, duties, responsibilities, obligations, and liabilities pursuant to the Agreement as of the Effective Date. Brazos Electric agrees to be bound by the terms of the Agreement in every way as if Calpine Energy was named in the Agreement, in place of Bosque Power, as a party thereto.

3. Amendments.

The Parties hereby agree to the following amendments to the Agreement:

- (a) All references to "Generator" in the Agreement and all exhibits and attachments thereto shall as of the Effective Date mean Calpine Energy. Furthermore, all references to Bosque Power in the Agreement and all exhibits and attachments thereto shall be amended to refer to Calpine Energy.
- (b) Exhibit "D". Exhibit "D" is amended by deleting Exhibit "D" in its entirety and replacing it with Exhibit "D" attached hereto.

4. Representations and Warranties.

Each Party represents and warrants to each other that this Assignment and Amendment No. 4 has been duly authorized, executed, and delivered by such Party, and constitutes a legal, valid, and binding obligation of such Party.

Each Party represents to the other Parties in respect of the Agreement, as amended pursuant to this Assignment and Amendment No. 4, that all representations made by it to the Agreement are true and accurate as of the date of Assignment and Amendment No. 4.

5. Miscellaneous.

- (a) The validity and interpretation of the Assignment and Amendment No. 4 and the legal relations of the Parties shall be governed by the laws of the state of Texas without regard to conflict of law principles.
- (b) This Assignment and Amendment No. 4 may be executed and delivered, including by email or facsimile, in one or more counterparts (and one or more execution pages may be detached from one copy of the Assignment and Amendment No. 4 and attached to another copy in order to form one or more counterparts), each of which will be deemed to be an original, and it will not be necessary in making proof of the Assignment and Amendment No. 4 or its terms to account for more than one of such counterparts.
- (c) This Assignment and Amendment No. 4 shall bind, and inure to the benefit of, the Parties and their successors and permitted assigns.
- (d) This Assignment and Amendment No. 4 may be amended, waived, or otherwise modified only by a writing expressly referring to this Assignment and Amendment No. 4 and signed by the Party to be bound by the modification.
- (e) Entire Agreement - Restatement.
 - i. This Assignment and Amendment No. 4 constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.
 - ii. Except for any amendment to the Agreement made pursuant to this Assignment and Amendment No. 4, all terms and conditions of the Agreement will continue in full force and effect in accordance with its provisions on the date of and ultimately prior to this Assignment and Amendment No. 4. References to the

Agreement will be to the Agreement, as heretofore amended and as amended by this Assignment and Amendment No. 4.

EXECUTED as of the date first above written.

BOSQUE POWER COMPANY, LLC

By: FR
Name: ROBERT REGAN
Title: COO

CALPINE BOSQUE ENERGY CENTER, LLC

By: _____
Name: _____
Title: _____

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

By: _____
Name: _____
Title: _____

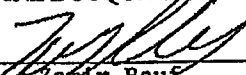
Agreement will be to the Agreement, as heretofore amended and as amended by this Assignment and Amendment No. 4.

EXECUTED as of the date first above written.

BOSQUE POWER COMPANY, LLC

By: _____
Name: _____
Title: _____

CALPINE BOSQUE ENERGY CENTER, LLC

By:  5/11
Name: Zahir Rauf
Title: Chief Financial Officer

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

By: _____
Name: _____
Title: _____

Agreement will be to the Agreement, as heretofore amended and as amended by this Assignment and Amendment No. 4.

EXECUTED as of the date first above written.

BOSQUE POWER COMPANY, LLC

By: _____
Name: _____
Title: _____

CALPINE BOSQUE ENERGY CENTER, LLC

By: _____
Name: _____
Title: _____

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

By: Clifton Karney
Name: Clifton Karney
Title: Executive Vice President & GM BKS
94DA

DATE: 10/22/12

Exhibit "D"

Notice and EFT Information of the 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
2404 LaSalle Ave. PO Box 2585
Waco, TX 76702-2585
Operational/Confirmation Fax (254) 750-6288
24 Hour Telephone (254) 750-6260
E-mail tkroskey@brazoselectric.com

If to Calpine Energy

Calpine Bosque Energy Center, LLC
Attn: Jeff Woodall
717 Texas Avenue, Suite 1000
Houston, TX 77002
Operational/Confirmation Fax (713) 830-8868
24 Hour Telephone (713) 830-8804
E-mail generationdeskercot@calpine.com

(b) Notices of an administrative nature:

If to Brazos Electric

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

If to Calpine Energy

Calpine Bosque Energy Center, LLC
Attn: Contract Administration
717 Texas Avenue, Suite 1000
Houston, TX 77002
Fax (713) 830-8751
E-mail Contracts-Commodity Contracts@calpine.com

(c) Notice for statement and billing purposes:

If to Brazos Electric

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

If to Calpine Energy

Calpine Bosque Energy Center, LLC
Attn: Plant Accounting
717 Texas Avenue, Suite 1000
Houston, TX 77002
Fax: 713-830-2001
E-mail jackson.lee@calpine.com

(d) Information concerning Electronic Funds Transfers:

If to Brazos Electric

Bank Name: Bank of America
City, State: Waco, TX
ABA No. 111000025
for credit to
Brazos Electric Power Cooperative, Inc.

If to Calpine Energy

Bank Name: Union Bank
City, State: Monterey Park
ABA No. 122000496
Account Name: Calpine Corporation
for credit to Calpine Bosque Energy Center, LLC
Account No. 3160010990

