

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

7. Assignment; Successors and Assigns. Neither the Guarantor nor the Beneficiary may assign its rights or obligations under this Guaranty without the prior written consent of the other, which consent may not be unreasonably withheld or delayed, except that the Beneficiary may, upon thirty (30) days prior written notice, make such an assignment without such consent if in conjunction with any assignment of the Agreement by the Beneficiary permitted under the Agreement. Any purported assignment in violation of this Section 7 shall be void and without effect.

8. Amendments and Waivers. No provision of this Guaranty may be amended, supplemented, or modified, nor any of the terms and conditions hereof waived, except by a written instrument executed by the Guarantor and the Beneficiary.

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

10. Limitation. Notwithstanding anything in this Guaranty to the contrary, Guarantor's liability under this Guaranty and the Beneficiary's right of recovery under the same shall be limited to an aggregate amount of _____ Dollars (\$_____). 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); and in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, or any other damages, except to the extent specifically provided in the Agreement to be due from Company. In the event Beneficiary engages in litigation to enforce this Guaranty and prevails, Guarantor agrees to pay, in addition to any amounts of Company which Guarantor has otherwise guaranteed to pay hereunder, any and all costs and expenses reasonably incurred by Beneficiary (including reasonable attorneys' fees) in enforcing this Guaranty.

11. Waiver of Jury Trial. THE GUARANTOR AND THE BENEFICIARY, THROUGH ACCEPTANCE OF THIS GUARANTY, WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OR RELATING TO THIS GUARANTY.

12. Representations and Warranties.

- i) The Guarantor is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver, and perform this Guaranty.
- ii) The execution, delivery, and performance of the Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene any provision of law or of the Guarantor's constituent documents or any contractual restriction binding on the Guarantor or its assets.
- iii) All consents, authorizations, and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery, and performance of this Guaranty have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority is required in connection with the execution, delivery, or Performance of this Guaranty.
- iv) This Guaranty constitutes the legal, valid, and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.
- v) Guarantor has received good, valuable and sufficient consideration for the issuance of this Guaranty.
- vi) Guarantor has, independently and without reliance upon Beneficiary and based upon such documents and information as Guarantor has deemed appropriate, made its own analysis and decision to enter into this guaranty.

13. **Creditworthiness.** Guarantor agrees to provide financial reports and any other information as may be reasonably requested by Beneficiary to evaluate the creditworthiness of Guarantor. If Guarantor has its corporate credit rating, issuer rating or the rating of its senior unsecured debt obligations downgraded after the date hereof by either of Moody's Investors Service or Standard & Poor's, or if there is any insolvency, bankruptcy, reorganization or other similar proceeding affecting Guarantor or its assets, Guarantor shall provide notice to Beneficiary of such change in status as soon as practicable, and in any event within five (5) business days following such event.

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

To Guarantor:

To Beneficiary:

or such other address as each party shall from time to time specify. Notice shall be deemed given (i) when received, as evidenced by signed receipt, if sent by hand delivery, overnight courier, or registered mail, or (ii) when received, as evidenced by transmission confirmation report, if sent by facsimile and received on or before 4:00 p.m. local time of recipient, or (iii) the next business day, as evidenced by transmission confirmation report, if sent by facsimile and received after 4:00p.m.local time of recipient.

15. GOVERNING LAW AND JURISDICTION. THIS GUARANTY WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE. FURTHER, GUARANTOR (A) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN DALLAS COUNTY, TEXAS, (B) HEREBY WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND TO ANY OBJECTION BASED ON FORUM NON CONVENIENS AND (C) AGREES THAT ANY ACTION OR PROCEEDING BROUGHT BY GUARANTOR AGAINST COUNTERPARTY SHALL BE BROUGHT ONLY IN A COURT LOCATED IN DALLAS COUNTY, TEXAS.

16. Third Party Beneficiaries. This Guaranty shall not be construed to create any third party beneficiary relationship as to or with any person or entity other than the Beneficiary.

17. Entire Agreement. This Guaranty integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect to the subject matter hereof.

18. Headings. The headings of the various Sections of this Guaranty are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the date first above written.

By: _____
Name: _____
Title: _____

EXHIBIT "E-2"
FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE: _____

Cross Texas Transmission, LLC
c/o LS Power Development, LLC
Two Tower Center, 11th Floor
East Brunswick, NJ 08816
Attn: Treasury

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 documents, dated and signed by a representative of the beneficiary:

1. "Pursuant to that certain ERCOT Standard Generation Interconnection Agreement, dated February __, 2013, between Cross Texas Transmission, LLC ("Beneficiary") and Heartland Wind, LLC ("Generator") (as amended, supplemented or otherwise modified from time to time, the "Generation Interconnection Agreement"), either (i) Generator is responsible for payment of the amount demanded hereunder and any applicable cure periods provided in the Generation Interconnection Agreement have expired, (ii) (a) Beneficiary has received notice that Irrevocable Standby Letter of Credit No. [_____] may not be renewed upon its expiration, (b) Irrevocable Standby Letter of Credit No. [_____] is scheduled to expire within thirty (30) days, and (c) Generator has not replaced such letter of credit with another form of acceptable security, or (iii) (a) [NAME OF BANK] does not have the minimum credit rating required to provide a letter of credit under the Generation Interconnection Agreement and (b) Generator did not replace such letter of credit within five (5) business days following the date on which [NAME OF BANK] first failed to satisfy the credit rating criteria provided in the Generation Interconnection Agreement. Accordingly, Cross Texas Transmission, LLC hereby demands payment of \$ _____." [Beneficiary fills in the amount not to exceed the full value of the letter of credit.]
2. The original of the letter of credit and all amendments (or photocopy of the original for partial drawings).

Partial and multiple drawings are permitted hereunder. We hereby agree with you that documents drawn under and in compliance with the terms of this Letter of Credit shall be

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

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

It is a condition of this Letter of Credit that it will be automatically extended without amendment for one (1) year from the expiration date hereof or any future expiration date, unless at least sixty (60) days prior to any expiration date we send you notice at the above address by registered mail or hand delivered courier that we elect not to consider this Letter of Credit renewed for any such period.

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

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

[BANK SIGNATURE]