

[]
Telephone: []
Facsimile: []
Email: []
Attention: []

ARTICLE IX TAX REPORTING AND INSPECTION RIGHTS

9.1 The Escrow Agent shall, for each calendar year (or portion thereof) that the Escrow Account is in existence, report the income of the Escrow Account (i) to Generator, and (ii) to the IRS, as required by law. The parties to this Agreement agree that they will not take any position in connection with the preparation, filing or audit of any tax return that is in any way inconsistent with the foregoing determination or the information returns or reports provided by the Escrow Agent.

9.2 The funds in the Escrow Account shall not be invested in any income producing instrument or account, and no disbursements shall be made under Article III of this Agreement, unless and until Generator provides to the Escrow Agent a properly completed and signed original IRS Form W-9 (or applicable successor form).

9.3 The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. The Escrow Agent will report earnings, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 shall show the Escrow Agent as payor and Generator as payee.

9.4 Generator and TSP shall have the right to inspect and obtain copies of the records of the Escrow Agent pertaining to this Agreement and to receive monthly reports of the status of the Escrow Account. On or before the tenth (10th) Business Day following each month during the term hereof, the Escrow Agent shall deliver account statements to Generator and TSP with respect to the Escrow Fund for the prior month, which statements shall include the account balance, disbursements made hereunder, income earned during the preceding month and the status of any pending disbursements.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the parties hereto consent to jurisdiction in the State of New York and venue in any state or Federal court located in New York.

10.2 Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

10.3 This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

10.4 This Agreement may be executed by the parties hereto individually or in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. This Agreement, signed and transmitted by facsimile machine or pdf file, is to be treated as an original document and the signature of any party hereon, if so transmitted, is to be considered as an original signature, and the document so transmitted is to be considered to have the same binding effect as a manually executed original.

10.5 The headings used in this Agreement are for convenience only and shall not constitute a part of this Agreement. Any references in this Agreement to any other agreement, instrument, or document are for the convenience of the parties and shall not constitute a part of this Agreement.

10.6 As used in this Agreement, "*Business Day*" means a day other than a Saturday, Sunday, or other day when banking institutions in New York are authorized or required by law or executive order to be closed.

10.7 This Agreement constitutes a contract solely among the parties by which it has been executed and is enforceable solely by the parties by which it has been executed and no other persons. It is the intention of the parties hereto that this Agreement may not be enforced on a third party beneficiary or any similar basis.

10.8 The parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative this Agreement shall be construed with the invalid or inoperative provisions deleted and the rights and obligations of the parties shall be construed and enforced accordingly.

10.9 No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) Generator has delivered an IRS Form W-9 to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed. In addition, the foregoing rights to assign shall be subject, in the case of any party having an obligation to indemnify the Escrow Agent, to the Escrow Agent's approval based upon the financial ability of assignee to indemnify it being reasonably comparable to the financial ability of assignor, which approval shall not be unreasonably withheld.

10.10 Any claim against the Escrow Agent arising out of or relating to this Agreement shall be settled by arbitration in accordance with commercial rules of the American Arbitration Association. Arbitration proceedings conducted pursuant to this Article X shall be held in New York.

10.11 No party shall be liable or responsible to the other parties, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts

of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) strikes, labor stoppages or slowdowns or other industrial disturbances. The party suffering such acts shall give notice to the other parties, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such acts are minimized.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

Generator

BRISCOE WIND FARM, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

TSP

SHARYLAND UTILITIES, L.P.

By: _____

Name: _____

Title: _____

Escrow Agent

[_____]

By: _____

Name: _____

Title: _____