i) Status Points

1) Transmission line breaker status (required for each Generator-owned transmission line)
2) Transmission line lockout relay operated (required for each Generator-owned transmission line)
3) Transmission line lockout relay failure (required for each Generator-owned transmission line)
4) IED communications failure (required for each IED sourcing a required point)
5) Battery charger trouble (required for the battery powering the RTU)
6) Battery charger AC power failure (required for the battery powering the RTU)
7) Smoke alarm (required for the structure housing the RTU)
8) Fire or high temperature alarm (required for the structure housing the RTU)

ii) Analog Points from each Generator-owned transmission line shall include MW, MVAR, MVA, HZ, distance-to-fault, voltage per phase and current per phase. Analog Points from each Generator-owned transmission line breaker shall include current per phase.

iii) Hourly Accumulation Points from each Generator-owned transmission line shall include MWh In, MWh Out, MVARh In, and MVARh Out.

11.4. For plants where the total generation capacity is equal to or greater than 5 MVA, a generation-specific RTU is required at the Plant or GIF for TSP's generation-specific SCADA. A specific RTU points list will be developed by TSP as a part of each generation project based upon the project's electrical configuration. For such purpose, Generator shall be responsible for providing TSP with metering and relaying one-line diagrams of the generation and Substation facilities. Generator shall provide TSP with a station communications drawing which is to include RTU point sources (IEDs and contacts supplying required data), interface devices, and connections to the RTU. The following points list is a comprehensive list that is not intended to be the final point list that will be designed by TSP for the Plant:

i) Control Points – The following RTU inputs shall be hardwired.

1) Trip (required for one (1) or more breakers, that is, TSP-approved load-break devices, to provide TSP with the ability to trip all generation units during system emergencies)

ii) Status Points – Status inputs to the generation-specific RTU shall be supplied from a TSP-approved interface device or hardwired as specified below. Status point RTU inputs from a TSP-approved interface device shall be RS-232 (with optical isolation) or RS-485 using DNP 3.0 protocol.

1) Generation breaker status (hardwired for each breaker where trip control is required)
2) Circuit switcher / line switch status ("a" and "b" contacts)
3) Transformer high-side breaker status (hardwired for each breaker where trip control is required)
4) Transformer high-side motor operated switch status ("a" and "b" contacts)
5) Auxiliary breaker status
6) Collection feeder breaker status
7) Tie breaker status
8) Dynamic reactive controller (off/on)
9) Dynamic reactive controller (manual/auto)
10) Dynamic reactive controller (voltage/power factor)
11) Shunt device (capacitor and reactor) breaker/switch status
12) Supervisory cutoff (hardwired for each breaker where trip control is required)
13) Breaker failure lockout status (hardwired for each breaker where trip control is required)
14) Breaker critical alarm (required for each breaker where trip control is required, combine critical alarms for each breaker)
15) Transformer critical alarm (combine critical alarms for each transformer)
16) Transformer primary lockout relay operated
17) Transformer primary lockout relay failure
18) Transformer backup lockout relay operated
19) Transformer backup lockout relay failure
20) Generation unit automatic voltage regulator ("AVR") status
21) Black start availability

iii) Analog Points – Analog inputs to the generation-specific RTU shall be supplied from a TSP-approved interface device or hardwired. Analog point RTU inputs from a TSP-approved interface device shall be RS-232 (with optical isolation) or RS-485 using DNP 3.0 protocol.

1) Generation gross MW (required for each thermal-powered generation unit)
2) Generation gross MVAR (bi-directional values required for each thermal-powered generation unit)

3) Generation station use MW auxiliary (required for each auxiliary transformer)
4) Generation station use MVAR auxiliary (bi-directional values required for each auxiliary transformer)
5) Station frequency HZ (for those stations where a common bus does not exist between multiple generation units, individual unit frequency points will be required)
6) Voltage per phase for each winding of each transformer
7) Current per phase for each winding of each transformer
8) MW for each winding of each transformer
9) MVAR for each winding of each transformer (bi-directional values required)
10) MW for each circuit breaker/switcher in the station
11) MVAR for each circuit breaker/switcher in the station (bi-directional values required)
12) MW for each collection feeder
13) MVAR for each collection feeder (bi-directional values required)
14) Voltage per phase of each collection feeder
15) Voltage per phase of each shunt device (capacitor and reactor)
16) MVAR for each shunt device (capacitor and reactor) (bi-directional values required)
17) Tap position for each power transformer
18) Dynamic MVAR capability at the current MW generation amount (required for each dynamic reactive controller)
19) Voltage set point for each dynamic reactive controller
20) Power factor set point for each dynamic reactive controller

12. Supplemental Terms and Conditions:

The following supplemental terms and conditions shall be met unless there is a conflict between these terms and conditions and ERCOT Requirements, in which case the ERCOT Requirements shall prevail. Such ERCOT Requirements include, but are not limited to, ERCOT Nodal Protocols sections 1.3.1, 3.15, 8.1.1, and 12.2; ERCOT Nodal Operating Guides sections 2.2.5, 2.2.6, 2.7, 2.9.1 and 6.2.2; and the ERCOT Operating Procedures.

12.1. Each Party shall be consulted during the planning and design process of the Plant, GIF, and TIF. The engineering and design work (including drawings, plans, materials lists, specifications and other documentation and supporting data) will be prepared in accordance with Good Utility Practice and all applicable laws and regulations, and is intended to be used solely in connection with the construction of the Plant, GIF and TIF. Neither Party shall make use of any aspect of the engineering and design work of the other Party for any other projects without the prior written consent of the other Party. Each Party shall treat such engineering and design work of the other Party as Confidential Information under Section 10.21 of Exhibit "A".

12.2. TSP shall provide to Generator monthly progress reports on the status of the Work. TSP shall be available for status meetings with Generator and its designees, which meetings will provide a detailed description of the progress of the Work, identify any problems and a plan to solve the problems and provide such other information as is reasonably requested by Generator. Such meetings shall take place at the offices of TSP in Tulsa, Oklahoma, at the Plant site, or at other mutually agreeable locations.

12.3. If wye-delta connected transmission voltage step-up transformers are utilized they shall be wye connected to the TIF and delta connected to the GIF.

12.4. Generator shall submit drawings of the GIF to TSP for review. TSP will review only those portions of the drawings that affect the TSP System. Any changes required by TSP shall be made prior to final issue of drawings and TSP shall be provided with final copies of the revised drawings. TSP will review only those portions of the drawings, which apply to protection, metering and monitoring of the TSP System. To aid Generator, TSP may make suggestions on other areas. TSP's review of Generator's drawings shall not be construed as confirming or endorsing the design or as any warranty of safety, durability, or reliability of the facility or equipment. Generator shall provide copies of the following:

i) one-line and three-line diagrams indicating the following:

1) equipment names and/or numerical designations for all circuit breakers, contactors, air switches, transformers, generators, etc., associated with the generation as required by TSP to facilitate switching
2) power transformers – nameplate or designation, nominal kVA, nominal primary, secondary, tertiary voltages, vector diagram showing winding connections, tap setting and transformer impedances (transformer test report showing the positive sequence, zero sequence, test voltages and MVA base for each winding)
3) station service transformers – phase(s) connected and estimated kVA load
4) instrument transformers – voltage and current, phase connections
5) surge arresters/gas tubes/metal oxide varistors/avalanche diode/spill gaps/surge capacitors, etc. – type and ratings
6) capacitor banks – kVAR rating and reactive (static and dynamic) device operation capability
7) reactive device capability (required for wind generation only) – kVAR rating and reactive device operation capability for static and dynamic devices for each generation collection feeder
8) disconnect switches – status if normally open (N.O.), manual or motor operated including switch voltage, continuous and interrupting ratings

9) circuit breakers and/or contactors – interrupting rating, continuous rating, operating times
10) generator(s) – nameplate, test report, type, connection, kVA, voltage, current, rpm, power factor, impedances, time constants, etc.
11) Point of Interconnection and phase identification
12) fuses – manufacturer, type, size, speed, and location
13) transmission structure geometry (phase-to-phase, phase-to-ground, and shield-to-phase), phase conductor data, shield wire data, transmission line ratings, positive and zero sequence impedances and mileage

ii) potential and current elementary drawings associated with the protection and control schemes for the Plant and GIF and control elementary drawings of the Plant and interconnection circuit breaker indicating the following:

1) terminal designation of all devices – relay coils and contacts, switches, transducers, etc.
2) relay functional designation – per latest ANSI Standard where the same functional designation shall be used on all drawings showing the relay
3) complete relay type (such as CV-2, SEL321-1, REL-301, IJS51A, etc.)
4) switch contact as referenced to the switch development if development is shown on a separate drawing.
5) switch developments and escutcheons where the majority of contacts are used. Where contacts of a switch are used on a separate drawing, that drawing should be referenced adjacent to the contacts in the switch development. Any contacts not used should be referenced as spare.
6) all switch contacts shown open with each labeled to indicate the positions in which the contact will be closed with explanatory notes defining switch coordination and adjustment where mis-adjustment could result in equipment failure or safety hazard
7) auxiliary relay contacts as referenced to the coil location drawing if coil is shown on a separate drawing where all contacts of auxiliary relays should be shown and the appropriate drawing referenced adjacent to the respective contacts
8) device auxiliary switches (circuit breakers, contactor) as referenced to the drawing where they are used.
9) any interlocks - electromechanical, key, etc., associated with the generation or interconnection Substation.
10) ranges of all timers and setting if dictated by control logic

11) all target ratings; on dual ratings note the appropriate target tap setting
12) complete internal for electromechanical protective relays where microprocessor type relays may be shown as a "black box", with manufacturer's instruction book number referenced and terminal connections shown
13) isolation points (states links, PK-2 and FT-1 blocks), etc., including terminal identification
14) all circuit elements and components, with device designation, rating and setting where applicable and where coil voltage is shown only if different from nominal control voltage
15) size, type, rating and designation of all fuses
16) phase sequence designation as ABC or CBA
17) potential transformers – nameplate ratio, polarity marks, rating, primary and secondary connections
18) current transformers (including aux. CT's) – polarity marks, rating, tap ratio and connection

12.5. Generator may not commence parallel operation of the Plant until consent has been given by TSP. TSP reserves the right to inspect the GIF and witness testing of any equipment or devices associated with the Point of Interconnection.

12.6. The Plant and GIF shall not cause objectionable interference with the electric service provided to other customers of TSP nor jeopardize the security of the ERCOT power system. In order to minimize objectionable interference of the Plant and GIF, the Plant and GIF shall meet the following criteria:

i) Voltage - The Plant and GIF shall not cause excessive voltage excursions. Generator shall operate its Plant and GIF in such manner that the voltage levels on the TSP System are in the same range as if the Plant and GIF were not connected to the TSP System. Generator shall provide an automatic method of disconnecting its Plant and GIF from the TIF to protect against excessive voltage excursions.

ii) Flicker - The Plant and GIF shall not cause excessive voltage flicker on the TSP System. Flicker is to be measured at the Point of Interconnection and shall not exceed 1.5% or the Borderline of Visibility Curve Voltage Flicker Chart of ANSI/IEEE Standard 141-1993, whichever is less.

iii) Frequency – The operating frequency of the Plant shall not deviate from the frequency of the TSP System. Plant under-frequency relays shall be set the same as TSP's under-frequency relays, so that the Plant will not separate from the TSP System during under-frequency conditions until all TSP under-frequency load shedding equipment has operated. Generator will provide applicable settings to TSP prior to Commercial Operation.

iv) Harmonics, Telephone Interference, and Carrier Interference - The Plant and GIF shall not introduce excessive distortion of the TSP System waveforms; voltage and current; telephone interference; or carrier interference at the Point of Interconnection. IEEE Standard 519 shall be used as a guide.

v) Fault and Line Clearing - The Plant and GIF shall be disconnected from the TSP System on occurrence of an outage or fault on the TIF serving the Plant radially. Generator is responsible for the electrical stability of its Plant and providing adequate facilities so that critical fault clearing times are met.

vi) All generation resources (including self-serve generating units) that have a gross generating unit rating greater than twenty (20) MVA or those units connected at the same Point of Interconnection that have gross generating unit ratings aggregating to greater than twenty (20) MVA, that supply power to the ERCOT transmission grid, shall provide Voltage Support Service (VSS).

vii) Reactive Power Requirements – Generation resources must be capable of producing a defined quantity of reactive power to maintain a Voltage Profile established by ERCOT Nodal Protocol 3.15. The generator voltage-var schedule, voltage regulator, and transformer ratio settings will be jointly determined by TSP and Generator to ensure proper coordination of voltages and regulator action. The Plant must generate reactive requirements for the Plant and GIF. TSP may, in order to maintain security of the ERCOT power system, request Generator to adjust voltage schedule to accept or supply reactive power.

1. Synchronous Generators shall comply with the following reactive power requirements: an over-excited (lagging) power factor capability of ninety-five hundredths (0.95) or less and an under-excited (leading) power factor capability of ninety-five hundredths (0.95) or less, both determined at the generating unit's maximum net power to be supplied to the ERCOT transmission grid and at the transmission system Voltage Profile established by ERCOT, and both measured at the Point of Interconnection. The reactive power requirements shall be available at all MW output levels.

2. Induction Generators shall comply with the following reactive power requirements: an over-excited (lagging) power factor capability of ninety-five hundredths (0.95) or less and an under-excited (leading) power factor capability of ninety-five hundredths (0.95) or less, both determined at the generating unit's maximum

net power to be supplied to the ERCOT transmission grid and at the transmission system Voltage Profile established by ERCOT, and both measured at the Point of Interconnection. The reactive power requirements shall be available at all MW output levels and may be met through a combination of the Generation Resource's Unit Reactive Limit ("URL"), which is the generating unit's dynamic leading and lagging operating capability, and/or dynamic VAR capable devices. For Wind Generation Resources ("WGR"), the reactive power requirements shall be available at all MW output levels at or above ten percent (10%) of the WGR's nameplate capacity. When a WGR is operating below ten percent (10%) of its nameplate capacity and is unable to support voltage at the Point of Interconnection, ERCOT may require a WGR to disconnect from the ERCOT transmission grid.

3. Other Generators shall comply with the following reactive power requirements: an over-excited (lagging) power factor capability of ninety-five hundredths (0.95) or less and an under-excited (leading) power factor capability of ninety-five hundredths (0.95) or less, both determined at the generating unit's maximum net power to be supplied to the ERCOT transmission grid and at the transmission system Voltage Profile established by ERCOT, and both measured at the Point of Interconnection. The reactive power requirements shall be available at all MW output levels and may be met through a combination of the Generation Resource's URL, which is the generating unit's dynamic leading and lagging operating capability, and/or dynamic VAR capable devices. For Intermittent Renewable Resources ("IRR"), the reactive power requirements shall be available at all MW output levels at or above ten percent (10%) of the IRR's nameplate capacity. When an IRR is operating below ten percent (10%) of its nameplate capacity and is unable to support voltage at the Point of Interconnection, ERCOT may require an IRR to disconnect from the ERCOT transmission grid.

viii) The dynamic MVAR capability at the current MW generation amount shall be provided in real time. If this dynamic MVAR capability is not available in real time, a dynamic capability curve plotted as a function of MW output shall be provided. The shunt static reactive available, but not in service, shall be provided in sufficient detail to determine the amount of dynamic and static reactive reserve available.

ix) Excitation System and Automatic Voltage Regulation – A Plant excitation system response ratio shall not be less than 0.5 (five-tenths). It shall conform, as near as achievable, to the field voltage vs. time criteria

specified in American National Standards Institute Standard C50.13-1989 in order to permit adequate field forcing during transient conditions. A power system stabilizer ("PSS") shall be installed on each new generating unit to be interconnected unless specifically exempted from this requirement by ERCOT. Generator shall determine the PSS settings to dampen local area modes with oscillations within the range of 0.2 Hz to 2 Hz. The PSS settings shall be tested and tuned for adequate damping during PSS commissioning. Final PSS settings shall be provided to ERCOT and TSP within thirty (30) days of commissioning. The PSS shall be kept in service and maintained in working order throughout the service life of the Plant. The PSS requirement is not applicable to asynchronous resources including photovoltaic solar and wind generation facilities. Each generator's exciter and exciter controls shall have a ride-through capability for significant system voltage disturbances (i.e., utilize UPS or DC design). Generator shall maintain the AVR of each generating unit in service and operable at all times. If the AVR is removed from service for maintenance or repair, TSP shall be notified.

x) Governor System – Plant governors shall be able to respond to interconnection frequency deviations and help return interconnection frequency to normal following an upset on the ERCOT transmission grid to assist in maintaining interconnection stability.

xi) Certain generators are susceptible to Sub-Synchronous Oscillation ("SSO") when interconnected within electrical proximity of series capacitor banks on the transmission system. At the discretion of the TSP, the Generator will provide studies and/or a black box PSCAD model of its control system, which analyze the potential of SSO and demonstrate that SSO with the transmission system does not occur with any two (2) elements of the transmission system out of service simultaneously. The TSP must be satisfied with the completeness and accuracy of the study prior to energization of the Point of Interconnection. TSP will work with Generator and their selected turbine-generator manufacturer on any system data required for such studies.

12.7. Generator shall not energize a de-energized TIF circuit, unless under direction of TSP. The line switch will have dual locks to allow Generator and TSP to lock it for clearances.

12.8. Generator shall maintain an operating log at each generating unit at the Plant that, at a minimum, will indicate changes in operating status (available or unavailable), maintenance outages, trip indications, or other unusual conditions found upon inspection. For generators that are "block-loaded" to a specific MW level, changes in this setting shall also be logged. TSP may waive this requirement at its discretion. Reliability information, as required by ERCOT Requirements, will be maintained by Generator.

12.9. TSP considers the energy and power that the Plant and GIF may from time to time consume from the transmission grid through the Point of Interconnection to be a retail transaction and as such, TSP does not intend to be the provider of this retail service. Generator shall make necessary arrangements with the appropriate retail supplier for the energy and power that the Plant and GIF may consume from the transmission grid through the Point of Interconnection.

12.10. Generator shall notify TSP in writing as to which initial ERCOT Qualified Scheduling Entity the Plant will be scheduling through and any changes made thereafter.

12.11. Upon written request from TSP, Generator shall supply notification to TSP identifying their retail service provider.

12.12. Generator shall use commercially reasonable efforts to change the GIF as may be reasonably required by TSP to meet future changes in the TSP System. Generator shall be given reasonable notice by TSP prior to the date that any such required change in the GIF must be made.

12.13. If this Agreement has been executed prior to ERCOT's approval of the completed Facilities Study, then upon the required ERCOT approval, TSP will establish a new schedule for completion of the TIF if necessary, and the In-Service Date, Scheduled Trial Operation Date and Scheduled Commercial Operation Date shall be adjusted accordingly. TSP may, by written notice to Generator, require Generator to execute an amendment to this Agreement to reflect the effect of that Facilities Study and the ERCOT approval on the i) Time Schedule set forth in this Exhibit "B"; ii) the Interconnection Details set forth in Exhibit "C"; and/or iii) the Security Arrangement Details set forth in Exhibit "E". Generator's failure to execute such an amendment within thirty (30) days of receipt of written notice from TSP shall constitute a Default, and in that event, TSP shall have all the rights and remedies set forth in Section 10.6 of Exhibit "A" to this Agreement.

12.14. Each Party will comply with NERC Reliability Standards applicable to its facilities identified in this Exhibit "C". Each Party shall provide to the other Party all information related to its interconnection facilities that may reasonably be required by the other Party to comply with NERC Reliability Standards applicable to its interconnection facilities, if any. "NERC Reliability Standards" means the mandatory electric reliability standards established and enforced by the North American Electric Reliability Corporation or its successor electric reliability organization.

12.15. The following supplemental terms and conditions are intended to define the real estate requirements set forth in Sections 4.3 and 6.3 of this Agreement. Unless TSP will utilize existing TSP real estate interests or unless TSP notifies Generator in writing that it will be acquiring the real estate interests, the following supplemental terms and conditions shall be applicable if TSP is constructing a new transmission station to

interconnect Generator's Plant, or if TSP is constructing a new TSP transmission line to connect Generator's Plant with TSP's transmission facilities:

i) Generator shall cause the acreage designated for the Station development to be transferred to TSP by the current landowner, at no cost to TSP, in fee. Landowner shall have the right of first refusal, if TSP, or its successors or assigns, at any time within ninety-nine (99) years of the recording of the deed should decide to permanently abandon the Station. The deed shall read: "*In the event that Grantee, or its successors or assigns, at any time within ninety-nine (99) years of the recording of this deed should decide to permanently abandon the use of the Premises for electric transmission purposes, Grantee shall send Grantor written notice of such intent to abandon, and Grantor shall have the first right of refusal to purchase. Grantor shall notify Grantee in writing of its intent to purchase the Premises for the then-current market value. Then-current market value will be determined by an independent real estate appraiser selected and approved by both Grantor and Grantee. If Grantor elects to repurchase the Premises, Grantor shall consummate the purchase within sixty (60) days of Grantor's election. Failure of Grantor to exercise Grantor's first right of refusal within said time period shall relieve Grantee of Grantee's obligation to sell to Grantor and Grantor's first right of refusal with respect to such transaction shall be extinguished.*" Generator shall cause the landowner to execute TSP's standard Option Contract, providing TSP at least two (2) months to conduct its due diligence. The due diligence period will begin after: 1) the Option Contract is fully executed; and 2) TSP has received project approval from its Board of Directors. To expedite the title search, Generator will provide TSP with the landowner's vesting deed. Generator will provide TSP with the most current American Land Title Association ("ALTA") survey of the property. TSP will conduct its own environmental analysis, and purchase an updated ALTA survey with all current title exceptions and easements documented. TSP will purchase, at its option, an updated title search and policy, for fair market value, with all standard exceptions and arbitration provisions removed. Generator will cause the property designated for the Station site to be transferred from the landowner to TSP, using TSP's standard General Warranty Deed (as modified to provide for the right of first refusal described herein). TSP will bear the cost of drafting the Option Contract and General Warranty Deed. The Parties agree that no changes will be made from the standard Option Contract or General Warranty Deed, except those described herein or otherwise approved in writing by TSP, as deemed appropriate by TSP.

ii) If the Station site does not abut a public roadway, Generator will provide TSP with legal access to the premises. Access will be pursuant to an easement for ingress/egress, or series of such easements, at TSP's

discretion, which must include specific rights to build and maintain a roadway. Such easement shall terminate upon the later of (a) the completion of the decommissioning of the Plant, and (b) the date that TSP terminates such easement pursuant to its standard procedures. The width necessary for access may vary, depending upon the terrain, but must be twenty-five (25) feet wide, at a minimum, to accommodate vehicle access for maintenance and future upgrades. Generator will utilize TSP's standard Access Easement. TSP will bear the cost of drafting the Access Easement(s). The Parties agree that no changes will be made from the standard Access Easement, except those described herein or otherwise approved in writing by TSP, as deemed appropriate by TSP.

iii) Generator shall cause the easements and rights-of-way upon and across the lands for the lines which will connect Generator's facilities with TSP's transmission facilities to be transferred to TSP by the current landowner. If applicable, Generator will be responsible for obtaining all appropriate easements and rights-of-way for connection of TSP's Station facilities with the power transmission lines in the area. Generator shall pay the cost of acquiring all easements which are deemed reasonably necessary by TSP, including the cost of all title examinations and surveys as TSP may deem reasonably necessary. Such easements and rights-of-way shall terminate upon the later of (a) the completion of the decommissioning of the Plant, and (b) the date that TSP terminates such easement pursuant to its standard procedures. Generator will cause the current landowner to utilize TSP's standard Easement and Right of Way Agreement for these transfers. TSP will bear the cost of drafting the Easement and Right of Way Agreement(s). The Parties agree that no changes will be made from the standard Easement and Right of Way Agreement, except those described herein or otherwise approved in writing by TSP, as deemed appropriate by TSP.

13. Special Operating Terms and Conditions:

13.1. For thermal powered generation, Generator will provide TSP at least thirty (30) minutes prior notice before coming on-line or off-line so TSP can adjust reactive resources.

13.2. For wind powered generation greater than 50 MW, Generator shall notify TSP at least thirty (30) minutes in advance anytime the reactive capability is expected to deviate by more than 10% from the reactive capability curves provided in accordance with Section 12.6(viii) above or any time Generator expects generation rate changes greater than 20% per minute of the Plant's nameplate MW rating.

13.3. For solar powered generation greater than 10 MW, Generator shall notify TSP at least thirty (30) minutes in advance anytime the reactive capability is expected to have a planned deviation of more than 10% from the reactive capability curves provided in accordance with Section 12.6(viii) above; TSP will coordinate the deviation in entire-site reactive disconnections of fifteen (15) minutes between solar farms in the same area, if any, for daily planned disconnections.

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EXHIBIT "C-1"

Conceptual One-Line Drawing of Permanent Facilities/Permanent Point of Interconnection

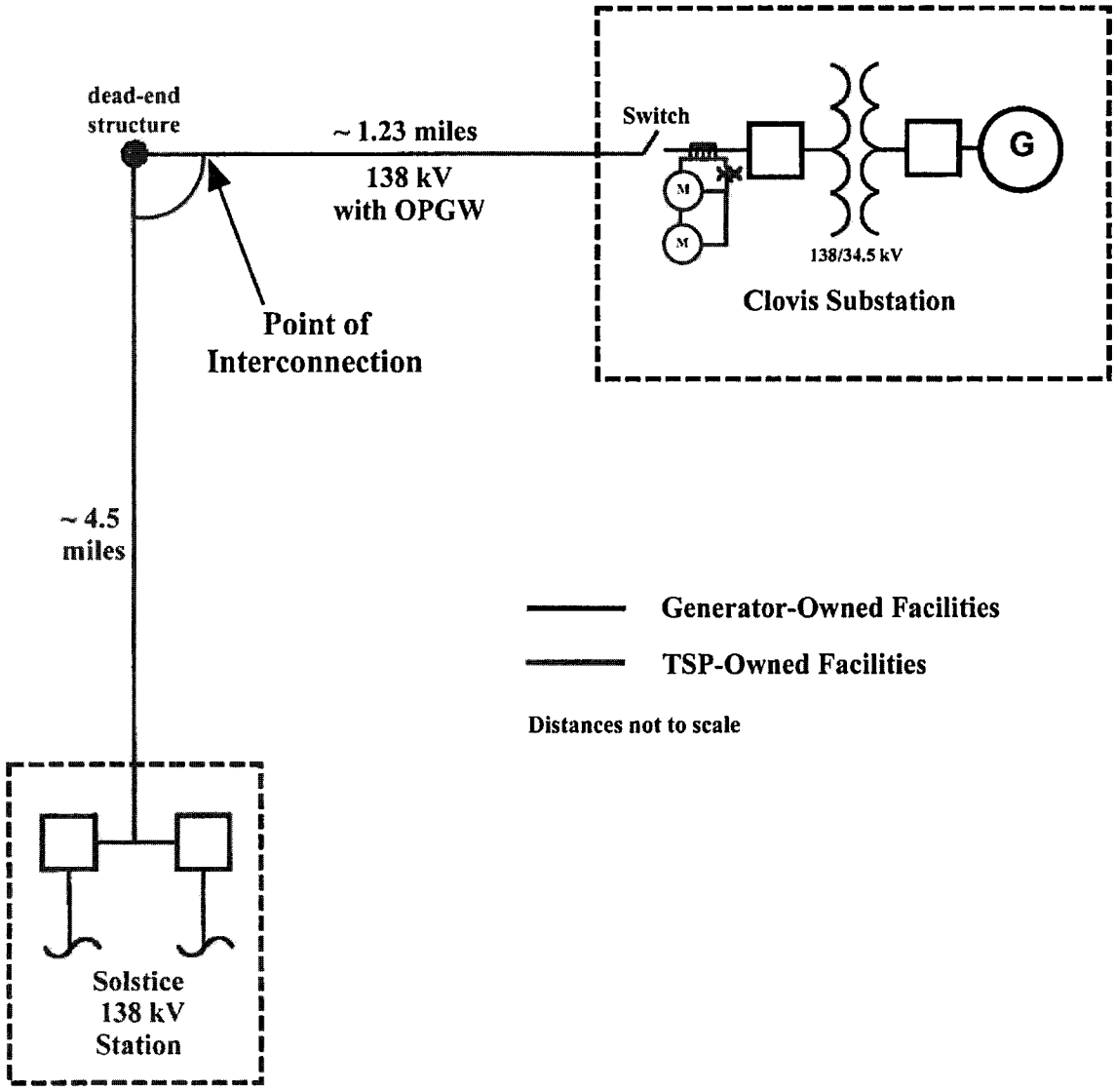

EXHIBIT "C-2"

Conceptual One-Line Drawing of Temporary Facilities/Temporary Point of Interconnection

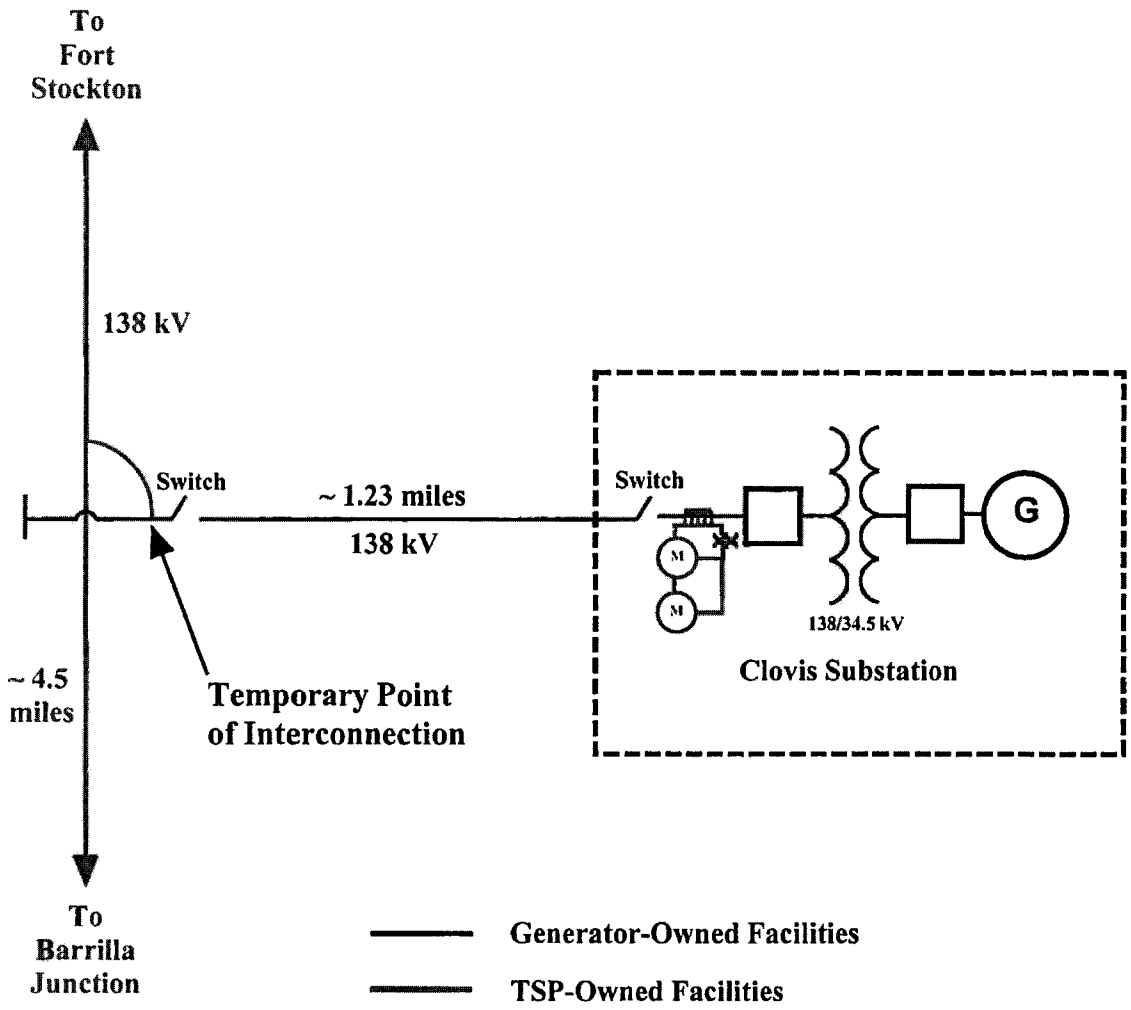

EXHIBIT "D"

NOTICE INFORMATION
OF THE 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 Generator:	If to Transmission Service Provider:
Company Name:	Recurrent Energy Development Holdings, LLC	AEP Texas North Company c/o American Electric Power Service Corporation
Attn:	Director, Asset Management	Manager, Transmission Dispatching
Address:	300 California St., 7th Floor	5502 Corporate Dr.
City, State, Zip:	San Francisco, CA 94104	Corpus Christi, TX 78403
24 Hour Phone:	415-675-1501	361-289-4003
E-mail:	Andrew.Griffiths@ recurrentenergy.com	dkkunkel@aep.com

(b) Notices of an administrative nature:

	If to Generator:	If to Transmission Service Provider:
Company Name:	RE Roserock LLC c/o Recurrent Energy, LLC	AEP Texas North Company c/o American Electric Power Service Corporation
Attn:	General Counsel's Office	Director, Transmission & Interconnection Services
Address:	300 California St., 7th Floor	212 E. 6th Street
City, State, Zip:	San Francisco, CA 94104	Tulsa, OK 74119
Fax:	415-675-1501	918-599-3003
Phone:	415-675-1500	918-599-2723
E-mail:	legal@recurrentenergy.com	rlpennybaker@aep.com
Copy:		
Company Name:		
Attn:		
Address:		
City, State, Zip:		
Fax:		
Phone:		
E-mail:		

(c) Notice for statement and billing purposes:

	If to Generator:	If to Transmission Service Provider:
Company Name:	Recurrent Energy Development Holdings, LLC	AEP Texas North Company c/o American Electric Power Service Corporation
Attn:	Accounts Receivable	Accounts Receivable
Address:	300 California Street, 7th Floor	301 Cleveland Ave SW
City, State, Zip:	San Francisco, CA 94104	Canton, OH 44702

(d) Information concerning Electronic Funds Transfers:

	If to Generator:	If to Transmission Service Provider:
Bank Name:	Wells Fargo Bank, N.A.	Citibank, N.A.
Address:	400 Hamilton Avenue	399 Park Avenue
City, State:	Palo Alto, CA 94301	New York, NY 10043
ABA No.	121000248	021000089
for credit to	Recurrent Energy Development Holdings, LLC	AEP Texas North Company
Account No.	4121893481	30484528

EXHIBIT "E"

SECURITY ARRANGEMENT DETAILS

1. As a condition to TSP's obligation to plan, license, engineer, design, procure equipment and materials, and construct the TIF described in Section 8 of Exhibit "C", Generator will provide a financial security ("Security") in the form of one (1) or more letters of credit ("LC"), corporate guaranty or other form of collateral security reasonably acceptable to TSP in an amount totaling Six Million Two Hundred Thousand Dollars ($6,200,000), as required pursuant to Section 8.3 of this Agreement. Such Security shall be provided within ten (10) business days after receipt of written notice from TSP that TSP has executed the Original Agreement. Generator provided such Security under the Original Agreement.

2. Depending upon the creditworthiness of the proposed guarantor, a corporate guaranty may or may not be acceptable Security. If Generator chooses to provide a corporate guaranty, it shall provide any financial reports requested by TSP upon execution of this Agreement. If the creditworthiness of the proposed guarantor is acceptable to TSP, the corporate guaranty shall be in a form similar to that shown in Exhibit "E-1" or, if in a form not similar to that shown in Exhibit "E-1" in a form acceptable to TSP. Generator shall provide annual audited financial statements of the guarantor for so long as the guaranty is in effect. In addition, Generator agrees to provide financial information concerning the guarantor as may be requested from time to time by TSP.

3. LC means one (1) or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch that has a credit rating of at least A- from Standard and Poor's or an A3 credit rating from Moody's Investors Services. The LC will be maintained with a bank having such credit rating for the entire period that the LC is in effect. TSP reserves the right to request multiple LC providers, depending on the amount of security required. The LC shall be in a form substantially similar to that shown in Exhibit "E-2" or, if not in a form similar to that shown in Exhibit "E-2," in a form acceptable to TSP. Such LC shall state that it is issued in favor of TSP and specify as its expiry date the date that follows the Commercial Operation Date indicated in Exhibit "B" by one (1) year. Costs of the LC shall be borne by the Generator.

4. TSP may by written notice to Generator require Generator to increase, replenish, or replace the Security from time to time i) if TSP determines in its reasonable discretion that the remaining Security is not adequate to cover the costs that TSP then reasonably estimates could become payable pursuant to this Agreement, ii) in the case of a letter of credit, if at any time the bank issuing the letter of credit no longer meets the criteria set forth in Section 3 above, or iii) in the case of a guaranty, if at any time the creditworthiness of the guarantor is no longer reasonably acceptable to TSP. Generator will tender any such increase, replenishment, or replacement to TSP within thirty (30) days of such notice. No forbearance or delay on the part of TSP in requiring an increase, replenishment, or replacement of the Security will be a waiver of its right to do so.

EXHIBIT "E-1"

FORM OF CORPORATE GUARANTY

GUARANTY

TO: **AEP Texas North Company** and its successors and assigns (collectively "Beneficiary")

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and to induce Beneficiary to enter into a Standard Generation Interconnection Agreement dated as of _____, as the same may be amended from time to time (the "Agreement"), with *[Generator name]*, a _____ ("Debtor"), the undersigned _____, a _____ ("Guarantor"), hereby irrevocably and unconditionally guarantees the due punctual and full payment of any and all obligations of the Debtor to the Beneficiary now or hereafter due pursuant to the Agreement or pursuant to applicable law in connection with the activities of the parties under the Agreement (the "Guaranteed Obligations"). Upon any failure by the Debtor to pay any of the Guaranteed Obligations, the Guarantor agrees that it will forthwith on demand pay any amounts which the Debtor has failed to pay the Beneficiary, at the place and in the manner specified in the Agreement. This Guaranty is a guaranty of payment and not merely a guaranty of collection. The Guarantor agrees that the Beneficiary may resort to the Guarantor for payment of any of the Guaranteed Obligations, whether or not the Beneficiary shall have resorted to any collateral security, or shall have proceeded against any other obligor principally or secondarily obligated with respect to any of the Guaranteed Obligations. Guarantor reserves the right to assert defenses which the Debtor may have to payment of any Guaranteed Obligations other than defenses based on lack of capacity, lack of authorization, lack of due execution, illegality, or limitations of actions, or arising from the bankruptcy, insolvency, or similar proceeding of the Debtor and other defenses expressly waived hereby.

The Guarantor agrees that, in the event of the dissolution or bankruptcy of the Debtor, if such event shall occur at a time when any of the Guaranteed Obligations may not then be due and payable, the Guarantor will pay the Beneficiary forthwith the full amount which would be payable hereunder by the Guarantor if all such Guaranteed Obligations were then due and payable and in default.

The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(A) any extension, renewal, settlement, compromise, waiver, discharge, or release in respect of any Guaranteed Obligations of the Debtor;

(B) the existence, or extent of, any release, exchange, surrender, non-perfection, or invalidity of any direct or indirect security for any of the Guaranteed Obligations;

(C) any modification, amendment, waiver, extension of or supplement to the Agreement or any of the Guaranteed Obligations agreed to from time to time by the Debtor and the Beneficiary;

(D) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of the Debtor or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Debtor or its assets, the Guarantor or any other guarantor of any of the Guaranteed Obligations;

(E) the existence of any claim, set-off, or other rights which the Guarantor may have at any time against the Debtor, the Beneficiary, or any other corporation or person, whether in connection herewith or in connection with any related or unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim if such claim, set off, or other right arose in connection with the Guaranteed Obligations.

(F) except as to applicable statutes of limitation, failure, omission, delay, waiver or refusal by Beneficiary to exercise, in whole or in part, any right or remedy held by Beneficiary with respect to the Agreement or any transaction under the Agreement; or

(G) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Debtor or any other individual, partnership, joint venture, corporation, association, trust or other enterprise that is a party to the Agreement, or any other agreement or instrument (including any guarantor) in respect of the Guaranteed Obligations, other than payment in full of the Guaranteed Obligations.

This Guaranty shall remain in full force and effect until the date on which the Debtor is entitled by the Agreement to a release of its Security provided thereunder. Such termination shall not release Guarantor from liability for any Guaranteed Obligations arising prior to the effective date of such termination (even if the amount of such Guaranteed Obligations is not then fully determined). If at any time any payment of any of the Guaranteed Obligations is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy, or reorganization of the Debtor, the Guarantor's obligations hereunder with respect to such payment shall be reinstated at such time as though such payment had not been made. If Debtor's assets or a major portion thereof are transferred to any other party or parties otherwise than by operation of law, and if Beneficiary enters into any transaction whereby such transferee or transferees become indebted to Beneficiary, this Guaranty, subject to all the other terms hereof, shall apply to any Guaranteed Obligations or balance of Guaranteed Obligations of such other transferee or transferees to Beneficiary.

The Guarantor irrevocably waives acceptance hereof, diligence, presentment, demand, protest, notice of dishonor, notice of any sale of collateral and any notice not provided for herein,

and any requirement that at any time any person exhaust any right to take any action against the Debtor or its assets or any other guarantor or person. Guarantor further waives notice of the transactions between Beneficiary and Debtor, notice of the execution and delivery, amendment, extension, or renewal of any present or future instrument pertaining to the Guaranteed Obligations, notice of default by Debtor, and any other notice not expressly required by this Guaranty. Guarantor further consents, without further notice, to any extension or extensions of the time or times of payment of said Guaranteed Obligations, or any portion thereof, and to any change in form or amount, or renewal at any time, of such Guaranteed Obligations, or any portion thereof, in each case up to an aggregate amount set forth below. Should any present or future Guaranteed Obligations incurred by Debtor not be paid when due or at the time to which the same may be extended, Beneficiary may proceed against Guarantor for such Obligations at any time, without notice and without any proceeding or action against Debtor.

Guarantor shall not exercise any rights which it may have or acquire by way of subrogation until all of the Guaranteed Obligations are paid in full to Beneficiary. Guarantor shall not enforce any right or receive any payment by way of subrogation until all of the Guaranteed Obligations then due shall have been paid in full and Beneficiary agrees to take at Guarantor's expense such steps as the Guarantor may reasonably request to implement such subrogation. If any amounts are paid to Guarantor in violation of the foregoing limitations, then such amounts shall be held in trust for the benefit of Beneficiary and shall forthwith be paid to Beneficiary by Guarantor to reduce the amount of outstanding Obligations, whether matured or unmatured.

In the event that acceleration of the time for payment of any amount payable by the Debtor under the Agreement is stayed upon the insolvency, bankruptcy or reorganization of the Debtor, 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.

The Guaranty shall be binding upon and inure to the benefit of the Beneficiary and its successors and assigns. Beneficiary may assign this Guaranty in its sole discretion. Guarantor may not assign its rights and obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the Beneficiary which consent may be arbitrarily withheld, and any such purported assignment without such written consent will be void.

Except for increases in the aggregate amount of Guaranteed Obligations, no other 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 an authorized representative of the Beneficiary.

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.

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 ($_____). In the event Beneficiary engages in litigation to enforce this Guaranty, Guarantor agrees to pay, in addition to any amounts of Debtor which Guarantor has otherwise guaranteed to pay hereunder, any and all costs and expenses incurred by Beneficiary (including reasonable attorney's fees) in enforcing this Guaranty provided Beneficiary is successful in such litigation.

Guarantor represents and warrants that:

(A) 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.

(B) 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 constitutional documents or any contractual restriction binding on the Guarantor or its assets.

(C) 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.

(D) 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.

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:

_____
Attn: _____
_____
_____
Fax: ( )

To Beneficiary:

AEP Texas North Company
c/o American Electric Power Service Corporation
Attn: Managing Director, Credit Risk Management
155 West Nationwide Blvd, Suite 500
Columbus, OH 43215
Fax: (614) 324-4591

or such other address as each party shall from time to time specify.

If any provision of this Guaranty is found by a court of competent jurisdiction to be void, illegal or otherwise unenforceable in that jurisdiction, such provision, to the extent of its invalidity, shall be severed from this Guaranty and be ineffective in that jurisdiction; provided, however, that such finding shall not affect the validity, legality or enforceability of such provision in any other jurisdiction or the validity, legality or enforceability of any other provision of this Guaranty. THIS GUARANTY WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE. Guarantor waives any right to trial by jury with respect to this Guaranty.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the date set forth below.

(_____)

By: _____
Name:
Title:

Date:

EXHIBIT "E-2"

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 become obligated to pay to the Beneficiary or its assigns an amount equal to or exceeding [$_____] USD. Wherefore, the undersigned does hereby demand payment of such dollar amount."

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 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.

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 ninety (90) days prior to any expiration date we notify you 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 Expiry Date in the format}

[BANK SIGNATURE]