

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 misadjustment 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 device auxiliary switches (circuit breakers, contactor) as referenced to the drawing where they are used.
 8. any interlocks – electromechanical, key, etc., associated with the generation or interconnection Substation
 9. ranges of all timers and setting if dictated by control logic
 10. all target ratings; on dual ratings note the appropriate target tap setting
 11. 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
 12. isolation points (states links, PK-2 and FT-1 blocks), etc. including terminal identification
 13. 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
14. size, type, rating and designation of all fuses
 15. phase sequence designation as ABC or CBA
 16. potential transformers – nameplate ratio, polarity marks, rating, primary and secondary connections
 17. current transformers (including auxiliary 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 as described in TSP's LST-FAC-001-PRO-Facility_Connection_Requirements for the below:
- Voltage,
 - Flicker,
 - Frequency,
 - Harmonics, telephone interference, carrier interference,
 - Fault and line clearing,
 - Excitation system and Automatic Voltage Regulation, and
 - Governor system.
- 12.7 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.
- 12.8 Generator shall provide Voltage Support Service and Reactive Power Requirements as required by ERCOT Nodal Protocols Section 3.15.
- 12.9 Certain generators are susceptible to SSO when interconnected within electrical proximity of series capacitor banks on the transmission system. Prior to the In-Service Date, the Generator will provide complete and accurate studies which analyze the potential of SSO and will coordinate with TSP and ERCOT regarding the scope of such studies. Generator is responsible for mitigation to protect itself from SSO risks. TSP will work with Generator and their selected turbine-generator manufacturer on any system data required for such studies.

- 12.10 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.
- 12.11 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.
- 12.12 Upon written request from TSP, Generator shall supply notification to TSP identifying their retail service provider.
- 12.13 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.
- 12.14 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 Encroachment – Generator must submit a written request to TSP (using a form of request acceptable to TSP) and obtain prior written authorization from TSP prior to conducting any activities within any portion of TSP's transmission line right of way and/or substation property. Such Generator activities shall include, but are not limited to: i) constructing transmission lines, communication facilities, roads, water lines, sewer lines, gas pipelines, or any other facilities; ii) storing any equipment or materials; or iii) changing the grade, elevation, or contour of the land, for such encroachment prior to Generator installing such facilities or conducting such activities. TSP RESERVES THE RIGHT TO DELAY THE ENERGIZATION FOR THE POINT OF INTERCONNECTION UNTIL GENERATOR OBTAINS ALL REQUIRED WRITTEN AUTHORIZATIONS FROM TSP FOR SUCH ENCROACHMENTS, IF ANY. The Generator will be responsible for the cost of all modifications necessary on property or facilities owned by TSP that are affected by such encroachment. The provision of overall site plans by Generator shall not relieve Generator from the obligation to submit all encroachment requests in accordance with this subsection.

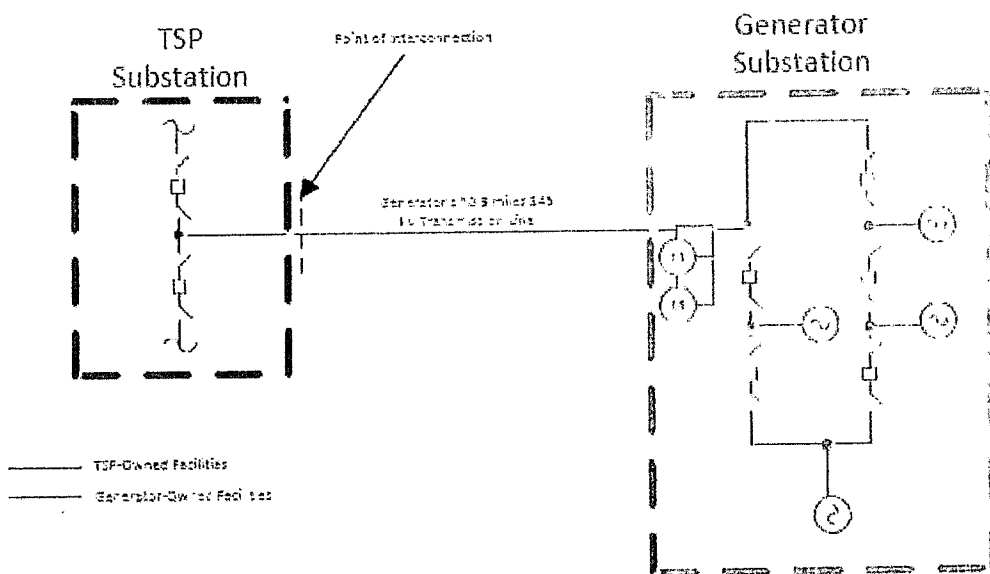
13 Special Operating Conditions, if any, attached:

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.

14 The difference between the estimated cost of the TIF under 4.1.A (\$ _____) and the estimated cost of the TIF under 4.1.B (\$ _____) is: _____, if applicable.

Attachment C-1

Conceptual One-Line Drawing of Point of Interconnection



DATE: _____

Exhibit "D"

Notice and EFT Information of the ERCOT Standard 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 Generator: Company Name: Shawnee Energy Center, LLC Attn: Neil O'Donovan Address: 401 N. Michigan Ave., Suite 501 City, State, Zip: Chicago, IL 60611 24 Hour Telephone: (602) 321-6878 Operational/Confirmation Fax: (312) 527-0538 E-mail: nodonovan@lincolnclean.com	If to Transmission Service Provider: Company Name: Lone Star Transmission, LLC Attn: David K. Turner Address: 4120 Freidrich Lane, Suite 200A City, State, Zip: Austin, TX 78749 24 Hour Telephone: (512) 949-2600 Operational/Confirmation Fax: (512) 949-2626 E-mail: david.turner@lonestar-transmission.com
(b) Notices of an administrative nature:	
If to Generator: Company Name: Shawnee Energy Center, LLC Attn: Neil O'Donovan Address: 401 N. Michigan Ave., Suite 501 City, State, Zip: Chicago, IL 60611 Phone: (312) 422-1608 Fax: (312) 527-0538 E-mail: nodonovan@lincolnclean.com Copy: Company Name: Shawnee Energy Center, LLC Attn: Peter Harsy Address: 401 N. Michigan Ave., Suite 501 City, State, Zip: Chicago, IL 60611 Phone: (312) 237-4706 Fax: (312) 527-0538 E-mail: pharsy@lincolnclean.com	If to Transmission Service Provider: Company Name: Lone Star Transmission, LLC Attn: Don Le Address: 301 Congress Ave., Suite 1850 City, State, Zip: Austin, TX 78701 Phone: (512) 236-3144 Fax: (512) 236-0484 E-mail: don.le@lonestar-transmission.com
(c) Notice for statement and billing purposes:	
If to Generator: Company Name: Shawnee Energy Center, LLC Attn: Linda Glenn Address: 401 N. Michigan Ave., Suite 501 City, State, Zip: Chicago, IL 60611 Phone: (312) 237-4705 E-mail: lglenn@lincolnclean.com	If to Transmission Service Provider: Company Name: Lone Star Transmission, LLC c/o NextEra Energy Transmission, LLC Address: 700 Universe Boulevard (UST/JB) City, State, Zip: Juno Beach, FL 33408 E-mail: customerservice@lonestar-transmission.com

(d) Information concerning electronic funds transfers:

If to Generator:

Bank Name: Citi Bank
City, State: New York, NY
ABA No.: 021000089
for credit to: LCE, LLC
Account No.: 4997 51 7228

If to Transmission Service Provider:

ACH Instructions:
Bank Name: Bank of America Global Finance
City, State: Dallas, TX
ABA No. 111-000-012
Swift: BOFAUS3N
for credit to: Lone Star Transmission, LLC
Account No. 4426849087

Wire Instructions:
Bank Name: Bank of America
City, State: New York, NY
ABA No.: 0260-0959-3
Swift: BOFAUS3N
for credit to: Lone Star Transmission, LLC
Account No.: 4426849087

Exhibit "E"
Security Arrangement Details

On or before the date that Generator issues the written Notice to Proceed, Generator shall cause to be established (the date of such establishment shall be the "Security Effective Date"), 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) ninety (90) 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 an "Irrevocable Standby Letter of Credit" for the benefit of TSP in a commercially acceptable form consistent with this Exhibit E and otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld, in the amount set forth below. "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 U.S. branch office of a major foreign commercial bank, with a credit rating of at least "A-" by Standard & Poor's or "A3" by Moody's Investor Services ("Bank"). The Irrevocable Standby Letter of Credit shall be transferable, more than one time, in whole but not in part, in favor of any party whom TSP certifies has succeeded to TSP's right, title, and interest in and to this Agreement. Should TSP transfer such Irrevocable Standby Letter of Credit as stated above, Generator shall reimburse TSP for any costs it incurs from the Bank associated with such transfers.

If, at any time during the Term of this Agreement, the Bank 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 event. In the event of a failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above, TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

The Irrevocable Standby Letter of Credit may consist of one or more consecutive terms (each, a "Term"), the first of which shall be effective on or before the Security Effective Date and the last of which shall expire no earlier than 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 Security Effective Date through the Final Expiration Date.

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 a 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 ninety (90) 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 at least forty-five (45) days prior to the expiration date of any Expiring Term, TSP shall have the right to retain as security the full

amount (as specified in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit E and be otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld. In the event of a failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above, TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

In the event that an Irrevocable Standby Letter of Credit is set to expire on a date prior to the Final Expiration Date and Generator has not provided to TSP a substitute Irrevocable Standby Letter of Credit at least forty-five (45) days in advance of such expiration, TSP shall have the right to retain as security the full amount (as specified in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit E and be otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld. In the event of a failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above, TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

Except to the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Irrevocable Standby Letter of Credit to be issued in connection herewith shall have no provision for termination by the Bank or Generator.

Within five (5) business days after the Final Expiration Date, TSP shall (i) mark the Irrevocable Standby Letter of Credit, if any, then held by TSP as "CANCELLED" and shall return the cancelled Irrevocable Standby Letter of Credit to the Bank with instructions to cancel the Irrevocable Standby Letter of Credit, and shall send to Generator a copy of such cancelled Irrevocable Standby Letter of Credit and instructions for cancellation, and (ii) return all cash deposit(s), if any, then held by TSP to Generator.

As of the Security Effective Date, Generator shall provide security to the TSP, in the form of an Irrevocable Standby Letter of Credit, in the amount of **\$2,940,000**.