

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) The value of the consideration received and to be received by Guarantor as a result of Guarantor executing and delivering this Guaranty is reasonably worth at least as much as the liabilities and obligations of Guarantor hereunder, and such liabilities and obligations have benefited and may reasonably be expected to benefit Guarantor directly or indirectly.
- 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, unsupported by any credit enhancement, downgraded 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: _____

[Address]

RE: Credit No. _____

We hereby establish our Irrevocable Standby Letter of Credit in favor of Cross Texas Transmission, LLC ("Beneficiary") 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:

"Pursuant to that certain ERCOT Standard Generation Interconnection Agreement, dated _____, between Cross Texas Transmission, LLC ("Beneficiary") and Salt Fork 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 reason to believe that Irrevocable Standby Letter of Credit No. [] may not be renewed upon its expiration, which is scheduled to occur within thirty (30) days, and (b) Generator has not replaced such letter of credit with another form of acceptable security, or (iii) [NAME OF BANK] does not have the minimum credit rating required to provide a letter of credit under the Generation Interconnection Agreement. Accordingly, Cross Texas Transmission, LLC hereby demands payment of \$ _____." [Amount shall not exceed the stated amount of the letter of credit.]

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 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 Expiration Date in the format}

[BANK SIGNATURE]