

for which Interconnection Customer is responsible under this agreement shall be performed in accordance with Transmission Provider's Tariff or in accordance with the terms of this agreement.

5.4.1 Billing Procedure for Interconnection Facilities Construction. Transmission Provider shall bill Interconnection Customer for monthly expenditures for the design, engineering and construction of, or for other charges related to, Interconnection Facilities contemplated by this agreement. Interconnection Customer shall pay each bill within thirty Calendar Days after receipt thereof.

5.4.2 Final Accounting. Within forty-five Calendar Days after completion of the construction and installation of Transmission Provider's Interconnection Facilities and/or Upgrades described in Appendices 1, 2, and 5 of this agreement, Transmission Provider shall provide Interconnection Customer with a final accounting report of any difference between: (1) Interconnection Customer's cost responsibility for the actual cost of such facilities under this agreement, and (2) Interconnection Customer's previous aggregate payments to Transmission Provider for such facilities. If Interconnection Customer's cost responsibility under this agreement exceeds its previous aggregate payments, Transmission Provider shall invoice Interconnection Customer and Interconnection Customer shall make payment to Transmission Provider. If Interconnection Customer's previous aggregate payments exceed its cost responsibility under this agreement, Transmission Provider shall refund to Interconnection Customer an amount equal to the difference within forty-five Calendar Days of the provision of such final accounting report.

Article 6. Miscellaneous

6.1 Governing Law, Regulatory Authority and Rules. The validity, interpretation and enforcement of this agreement and each of its provisions shall be governed by the laws of the State where the Point of Interconnection is located, without regard to its conflicts of law principles. This agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, Rules, or regulations of a Governmental Authority.

6.2 Amendment. The Parties may by mutual agreement amend this agreement by a written instrument duly executed by both of the Parties.

6.3 No Third Party Beneficiaries. This agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

6.4 Waiver. The failure of a Party to this agreement to insist, on any occasion, upon strict performance of any provision of this agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this agreement. Termination or Default of this agreement for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any waiver of this agreement shall, if requested, be provided in writing.

6.5 Assignment. This agreement may be assigned by either Party only with the written consent of the other; provided that either Party may assign this agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this agreement; and provided further that Interconnection Customer shall have the right to assign this agreement, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will require any secured party, trustee or mortgagee to notify Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Provider of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this article is void and ineffective. Any assignment under this agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

6.6 Entire Agreement. This agreement, including all appendices attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this agreement.

6.7 Notices. Unless otherwise provided in this agreement, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out below:

Transmission Provider: _____

Interconnection Customer: _____

Either Party may change the notice information by giving five Business Days written notice prior to the effective date of the change.

6.7.1 Billings and Payments. Billings and payments shall be sent to the addresses set out below:

Transmission Provider: _____

Interconnection Customer: _____

6.7.2 Alternative Forms of Notice. Any notice or request required or permitted to be given by either Party to the other and not required by this agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

Transmission Provider: _____

Interconnection Customer: _____

6.7.3 Operations and Maintenance Notice. Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to operations and maintenance the Party's facilities.

6.8 Multiple Counterparts. This agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

6.9 No Partnership. This agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

6.10 Communications. Each Party will provide the other Party with the name, title, address and phone numbers of its representative to receive operational communications and to conduct the daily communications which may be necessary or convenient for the administration of this agreement. Such designations, including names, addresses, and phone numbers, may be communicated or revised by one Party's notice to the other in accordance with Article 6.7.

6.11 Severability. If any provision or portion of this agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) Such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this agreement shall remain in full force and effect.

6.12 Security Arrangements. Infrastructure security of Transmission