APPENDICES

Appendix A
Attachment Facilities and System Upgrade Facilities

Appendix B
Milestones

Appendix C
Interconnection Details

Appendix D
Security Arrangements Details

Appendix E
Commercial Operation Date

Appendix F
Addresses for Delivery of Notices and Billings

Appendix G
Interconnection Requirements For a Wind Generating Plant

Appendix H
Invoicing and Payment

Appendix A

Attachment Facilities and System Upgrade Facilities

The following facilities are required pursuant to this Agreement:

I. ATTACHMENT FACILITIES

A. Developer's Attachment Facilities

The Developer's Attachment Facilities consist of the collector system, the 34.5 kV/230 kV substation (the "Windpark Substation"), including the 34.5/230 kV main power transformer, and a 5.5 mile overhead 230 kV generator lead with terminal circuit breaker and controls (as depicted on Figure A-1 to this Appendix A).

1. Collector System.

Electrical power generated by the wind turbines is transformed and collected through a network of underground cable and overhead cable that connect the turbines to the Windpark Substation, described below, located in the Town of Wethersfield, New York. Power from the turbines is fed through a breaker panel at the turbine base inside the turbine tower and is interconnected to a pad-mounted step-up transformer which steps the voltage up to 34.5 kV. The pad mount transformers are loop feed types located near the base of the respective turbine tower and interconnected on 34.5 kV terminals via a combination of underground cables and overhead cable.

The underground cables are 34.5 kV shielded aluminum conductor with EPR insulation installed in a trench which is typically 3-4 feet deep and generally runs beside the project's roadways in order to reduce disturbances to additional ground. Fiber optic cables for turbine control and monitoring are routed along power cable in the same trench.

Overhead circuits are jacketed Hendrix-type cable of compact design supported from wood structures and mounted on insulated brackets suspended from messenger wire. The overhead circuits are limited to those locations where the lines cannot be run underground. A messenger wire is installed for each overhead line.

2. Windpark Substation.

The Windpark Substation is an outdoor air-insulated, low profile design, single-bus configuration located adjacent to the Wethersfield Substation, discussed below. It consists of five 1200A 34.5kV circuit breakers for the collector systems and one 2000A 34.5kV main breaker for connecting the 34.5 kV collector bus to the 34.5/230 kV step-up transformer. These breakers are SF6 type, rated 72 kV, 40 kA. The high side of the step-up transformer is protected by a 1200A 230kV SF6 type breaker for high side bank protection, surrounded by one 230kV disconnect switch and one 230kV grounding disconnect switch. The Windpark Substation circuit breakers, disconnect switches, PTs, CTs, and surge arresters are interconnected together by a combination of strain buses and rigid buses mounted on porcelain insulators, supported on steel structures.

The Windpark Substation includes circuit breaker current transformers and bus connected voltage transformers for metering and relaying. A 34.5 kV-120/240V station service transformer will supply power for the station service. All equipment, including fences, is grounded to a sub-grade grounding system designed to IEEE 80 requirement.

The Windpark Substation area shall be covered with a 6 inch layer of 0.75" crushed blue stone and will extend for a distance equal to 5 feet beyond the fence line.

(a) Grounding Transformer – Each collector line is connected with a grounding transformer at the substation end of the line to establish a permanent system ground source when the collector system breakers are opened and isolated from the main power transformer grounded neutral. The grounding transformer will eliminate potential open circuit overvoltage and allow the turbines to trip faster.

(b) Main Step-up Transformer is an outdoor mineral oil-filled, forced air-cooled, two winding 34.5/230 kV three phase transformer, rated at 84/111/140 MVA OA/FA/FAA. The transformer shall be connected grounded wye on the 34.5 kV side, and grounded wye on the 230 kV side with a delta tertiary winding and no-load tap changer. The transformer is equipped with surge arresters, current transformers, ANSI standard accessories and a continuous on-line gas monitor. The transformer foundation design includes an oil containment system.

(c) Foundations – Transformer to be installed on a cast-in-place concrete pad supported on a cast-in-place concrete mat foundation. Foundation shall be placed on compacted structural fill on sound subgrade with bottom of foundation below frost depth. Transformer and transformer pad shall be enclosed in concrete water-tight oil containment pit capable of holding 100% of transformer oil. Galvanized steel grating with non-slip surface on galvanized steel beams shall be installed over pit at top of transformer pad elevation.

(d) Control Building – A stand alone control building is provided for the Wethersfield Substation (as defined below). The building houses the relay panel, control panels, SCADA, DC Battery system monitoring devices plus all of the support equipment, *i.e.* AC/DC distribution, HVAC, etc. The relay panel will contain the 34.5 kV Collector Bus and Backup Feeder Protection The protective device is a directional phase and ground overcurrent relay providing overall 34.5 kV bus and feeder backup protection, including over/under-frequency and overvoltage protection.

3. Wethersfield - Orangeville 230 kV Transmission Line.

The Wethersfield - Orangeville line is a 230 kV transmission line approximately 5.5 miles long connecting the Windpark Substation to the Wethersfield Substation, described below. The transmission line is located within a 150 foot cleared Right-of-Way ("ROW"). The circuit is 3 phase circuit with 795 KCMIL aluminum conductor steel reinforced 26/7 stranding "Drake" conductor wire for each phase.

The wires are arranged in a horizontal configuration on H-frame supporting structures. All structures along the ROW, except those at turning points, are free standing un-guyed structures designed to minimize guying.

One optical ground wire with 48 fiber optic wires is installed on the top of the structures for shielding and communications.

4. Wethersfield 230 kV Developer's Substation.

The Wethersfield 230 kV Developer's Substation connects the Wethersfield – Orangeville 230kV Transmission line to the Wethersfield Substation, described below. This substation contains the Developer's Attachment Facilities located adjacent to the Point of Change of Ownership. The equipment includes one 230kV SF6 type breaker surrounded by one 230kV disconnect switch and one 230kV grounding disconnect switch, as depicted on Figure A-1 to this Appendix A. This substation has a control building and is separated from the Transmission Owner's Attachment Facilities by a fence.

B. Transmission Owner's Attachment Facilities

Except to the extent set forth in this Section I.B., the Transmission Owner's Attachment Facilities will be constructed by Developer.

The Transmission Owner's Attachment Facilities are the facilities between the Point of Interconnection ("POI") and the Point of Change of Ownership as depicted on Figure A-1 to this Appendix A. These facilities include bus work, bus support, one three phase transformer 230 kV disconnect switch, and one set of revenue metering CT/PT units.

These facilities include the following major electrical and physical equipment:

- 1 - 230 kV manual operated disconnect switch
- 3 – 230 kV Current Transformer/Voltage Transformers (CT/VT) metering units
- Grounding materials
- Conduit
- Control Cabling
- 230 kV Bus work
- 230 kV structures

II. SYSTEM UPGRADE FACILITIES

A. Stand-Alone System Upgrade Facilities at the POI

A new 3-breaker-ring, 230 kV Substation at the POI, named the Wethersfield Substation, is to be built by the Developer, and owned by the Transmission Owner. This new substation will require the following major electrical and physical equipment:

- 3 – 230 kV SF6 breakers
- 6 – 230 kV motor operated disconnect switches
- 2 – 230 kV manual operated disconnect switches with ground switches
- 1 – 230 kV manual operated disconnect switch
- 15 – 230 kV Coupling Capacitor Voltage Transformers (CCVT)
- 2 – 230 kV line traps
- 6 – 230 kV arrestors
- 1 – station service transformer
- 1 – emergency generator
- 1 – SF6 Gas Cart, single phase, dedicated
- Control house with relaying panels for metering, control and communication
- Conduit and trench
- Control cabling
- Grounding materials
- 230 kV Bus work
- 230 kV structures
- Fencing

B. Other System Upgrade Facilities--230 kV Transmission Work at the POI

This work includes breaking the existing 230 kV line No. 67 at the new SUF at the Wethersfield Substation and establishing two (2) new 230 kV feeds. This work will be performed by Transmission Owner.

C. Common System Upgrade Facilities Required for More Than One Project

The System Upgrade Facilities identified below are required for the following Class Year 2007 projects: Wethersfield and Sheldon Energy LLC ("High Sheldon"). The Developer is undertaking certain procurement and construction activities related to these common System Upgrade Facilities ("Common SUFs"). The scope of these activities is discussed in Section II.D, below.

1. Protection at Stolle Road Substation.

A new control house is required to accommodate new A & B protection systems with NPCC required separation. The Stolle Road 230 kV Substation will require the following major electrical and physical equipment:

- 4 – 230 kV Coupling Capacitor Voltage Transformers (CCVT)
- 1 – 230 kV Line Trap
- 1 – 230 kV Line Tuner
- 2 – 230 kV disconnect switch motor operators
- 230 kV bus work
- Conduit
- Control cabling
- Redundant A & B relay systems
- A & B pilot schemes
- A & B breaker failure systems
- Communication equipment for remote communication to relays
- Control House with relaying panels for metering, control and communication
- Grounding materials
- 230 kV structures
- 3 – CCVT structures and foundations
- Control House foundation
- 2 – stationary batteries with rack
- 2 – battery chargers
- Safety switches and cabling for A/B flop over
- Relay panels
- AC Station Service Panels
- 2 – DC panels (A and B)

2. Protection at Meyer Substation.

Additional protection facilities required, beyond those facilities required from Class Year 2006 projects, includes the line protection upgrades required at the Meyer 230 kV Substation for the Class Year 2007 projects on transmission line No. 67 (*i.e.*, High Sheldon, Wethersfield). The Meyer 230 kV Substation will require the following major electrical and physical equipment:

- 1 – 230 kV Coupling Capacitor Voltage Transformer (CCVT)
- 1 – 230 kV Line Trap
- 1 – 230 kV Line Tuner
- 2 – 230 kV disconnect switch motor operators
- 230 kV bus work
- Conduit
- Control cabling
- Redundant A & B relay systems
- A & B pilot schemes
- A & B breaker failure systems
- Relay panels
- Communication equipment for remote communication to relays
- Grounding materials
- 1 – CCVT structures and foundations

D. Allocation of Work between Developer and Transmission Owner

The Developer is undertaking certain procurement and construction activities related to the System Upgrade Facilities identified in Section II, above.

1. Developer Scope.

(i) Wethersfield Substation:

- Engineer, Procure, and Construct the entire substation per Transmission Owner standards.

(ii) Stolle Road Substation:

- Engineer, procure, and construct the control house and all contents including the relay switchboard panels. Install Transmission Owner furnished Remote Terminal Unit (RTU) in control house. The control house will be delivered to the Stolle Road Substation and set upon a foundation to be constructed by Transmission Owner.

- Engineer and procure (1) CCVT with carrier accessories and (1) line trap; procure (3) bus CCVTs for relaying.
- Engineer and procure all control cables.
- Engineer, all in-ground. This includes all foundations, including the control house, as well as conduits, trench, and grounding.
- Engineer, any required substation steel structures

(iii) Meyer Substation:

- Engineer and procure the relay switchboard panels.
- Engineer and procure (1) CCVT with carrier accessories and relay burden rating and (1) line trap.
- Engineer and procure all control cables.
- Engineer, all in-ground. This includes all foundations, as well as conduits, trench, and grounding.
- Engineer, any required substation steel structures

(ii) Transmission Owner Scope.

(i) Wethersfield Substation:

- Perform engineering reviews of design packages to be submitted to Transmission Owner by the Developer as described in Section II of Appendix B and provide the Developer with written comments and approval, as appropriate, on such design packages.
- Transmission Owner will make regular visits to the construction site to coordinate communications between Developer and the Transmission Owner's engineers.
- Completion of the line break needed to connect the new Wethersfield Substation to the Transmission Owner's 230 kV Line No. 67, including:
  - procurement of necessary poles, structural elements, and conductors ("Line Break Equipment").
  - Installation of the Line Break Equipment, including connection of conductors to terminals in the new Wethersfield Substation.
  - Completion of Acceptance Testing and Commissioning of the new Wethersfield Substation.

(ii) Stolle Road:

- Procure and construct, all in-ground. This includes all foundations, including control house foundation, as well as conduits, trench, and grounding.
- Engineer, procure, and construct motor operators for 230 kV breaker isolation switches.
- Install and terminate control cables at the substation equipment and at the control house termination cabinet.
- Procure and drop ship RTU to Developer control house vendor for Wethersfield and Stolle Rd Substations.

(iii) Meyer Substation:

- Procure and construct, all in-ground. This includes all foundations, as well as conduits, trench, and grounding.
- Engineer, procure, and construct any required substation steel structures.
- Engineer, procure, and construct motor operators for 230 kV breaker isolation switches.
- Install and terminate control cables at the substation equipment and at the control house termination cabinet.
- Install relay switchboard panels at Meyer Substation.

III. COST ESTIMATES

1. Transmission Owner's Attachment Facilities

The estimated cost for constructing the Transmission Owner's Attachment Facilities is $284,106.

2. Wethersfield Substation

The estimated cost for constructing the SUFs at Wethersfield Substation is $5,458,308, including Transmission Owner costs of $1,260,000.

3. 230 kV Transmission Work at the POI

The estimated cost for upgrades to the 230 kV Transmission Line No. 67 is $230,000. This work includes breaking the existing 230 kV line No. 67 at the new SUF at Wethersfield Substation and establishing two (2) new 230 kV feeds.

4. Protection at Stolle Road Substation

The estimated cost for constructing the Stolle Road system protection upgrades is $1,639,000 including Transmission Owner costs of $470,000. The sharing of the costs between Developer and High Sheldon shall be in accordance with this Agreement, including Appendix H.

5. Protection at Meyer Substation

The estimated cost for constructing the Meyer system protection upgrades is $457,000, including Transmission Owner costs of $334,000. The sharing of the costs between Developer and High Sheldon shall be in accordance with this Agreement, including Appendix H.

IV. OPERATIONS AND MAINTENANCE EXPENSES

In accordance with Article 10.5 of this LGIA, the Developer shall be responsible for all reasonable expenses ("O&M Expenses") associated with the operation, maintenance, repair and replacement of the Transmission Owner's Attachment Facilities. The Developer shall pay such O&M Expenses under the procedure described below:

A. Annual Actual O&M Payment

The Developer shall pay for all reasonable and verifiable O&M Expenses incurred by Transmission Owner, which expenses shall be billed by Transmission Owner annually as accumulated during the year for which they were incurred.

B. O&M Expenses

O&M Expenses shall include:

- Operation & Maintenance
- Equipment Replacement
- Administrative & General
- Applicable Property and Other Taxes

C. O&M Payment

Developer shall pay all O&M Expenses associated with the operation, maintenance, repair and replacement of the Transmission Owner's Attachment Facilities.

Any incremental property tax payment resulting from the addition of the Transmission Owner's Attachment Facilities will be the responsibility of the Developer and paid annually. A property tax assessment before and after construction of the Transmission Owner's Attachment Facilities will be determined and submitted to the Developer for review.

Developer shall pay the actual incremental property tax liability incurred by the Transmission Owner resulting from the property assessment of Transmission Owner's Attachment Facilities dedicated to the project.

All payments due to be made by the Developer shall be made within thirty (30) days after receiving an invoice from the Transmission Owner, which invoice shall be issued after the end of each calendar year for the most recent calendar year.

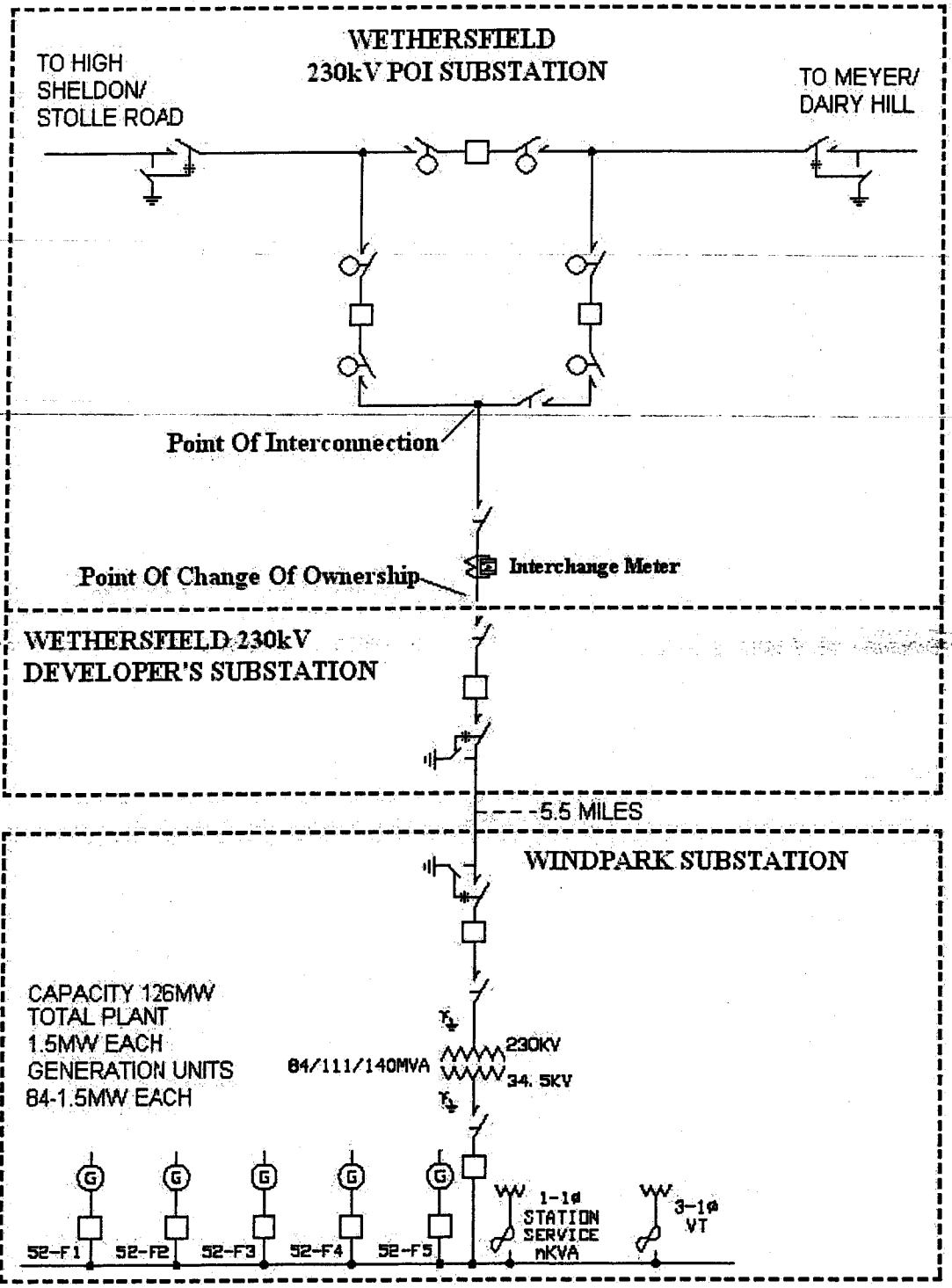
V. ADDITIONAL REQUIREMENTS

Before commercial operation of the Large Generating Facility, the Developer shall accept the cost allocated to the Large Generating Facility through a Class Year Facilities Study, and post any security and make any payment required, pursuant to Attachment S of the NYISO OATT. If, after the Effective Date, the Developer requests, and the other Parties agree, that the Large Generating Facility will become commercially operational prior to the final settlement of the Class Year 2007 Facilities Study, the Parties will amend this LGIA to reflect that schedule change and require Developer to accept its cost allocation from the Class Year 2007 Facilities Study and post any required security or make any required payment.

The Developer may only supply Unforced Capacity to the NYCA from the Large Generating Facility after the Developer has complied with any deliverability requirement applicable to Class Year 2007 projects, including acceptance of any cost allocation related to deliverability upgrades.

If the Attachment Facilities, System Upgrade Facilities, or other upgrades for the Large Generating Facility identified in the Class Year 2007 Facilities Study differ in any material way from the facilities identified in the Appendices to this Agreement, the Parties shall amend this Agreement, pursuant to its sections 29.11 and 29.12, to reflect the Attachment Facilities, System Upgrade Facilities, or other upgrades identified in the Class Year 2007 Facilities Study. The Parties shall also amend this Agreement, as necessary, to reflect modifications to the NYISO's Standardized Large Generator Interconnection Agreement made to implement any deliverability requirement applicable to Class Year 2007 projects.

Figure A-1
One Line Electrical Diagram



Appendix B

Milestones

I. SELECTED OPTION PURSUANT TO ARTICLE 5.1

The selected option under Article 5.1 of this Agreement is the "Option to Build," except for Transmission Owner's engineering, procurement, and construction obligations which shall be performed in accordance with the "Standard Option." The Parties have agreed to the division of responsibility and scope as described in Section II.D of Appendix A.

II. MILESTONES

	RESPONSIBLE	START	MILESTONE
Developer provides security to Transmission Owner per Article 11.5	Developer		March 2008 (COMPLETE)
Signed Interconnection Agreement			September 2008
❖ **Substation work associated with Wethersfield Substation**			
Conceptual Package delivered to Transmission Owner	Developer	March 2008	
Conceptual Package review completed	Transmission Owner		March 2008 (COMPLETE)
In-ground and above-ground design packages	Developer	April 2008 (COMPLETE)	
Equipment Procurement Started	Developer	(completed under E&P Agreement)	September 2008
System Protection and Control ("SP&C") Package 1 – delivered to Transmission Owner	Developer	March 2008 (COMPLETE)	
SP&C Package 1 – review completed	Transmission Owner		April 2008 (COMPLETE)
SP&C Package 2 – delivered to Transmission Owner	Developer	October 2008	
SP&C Package 2 – review completed	Transmission Owner		October 2008
SP&C Package 3 Issued	Transmission Owner		October 1, 2008 (COMPLETE)
Below-grade construction	Developer	June 2008	October 8, 2008 (COMPLETE)
Above-ground construction	Developer	May 2008	October 8, 2008 (COMPLETE)
Control house installation	Developer	September 15, 2008	October 1, 2008 (COMPLETE)

	RESPONSIBLE	START	MILESTONE
Testing and Commissioning	Developer	September 2, 2008	September 29, 2008 (COMPLETE)
Acceptance Testing and Commissioning	Transmission Owner	October 3, 2008	December 15, 2008
In Service	Developer / Transmission Owner	December 15, 2008	December 17, 2008
As-built drawings submitted for review	Developer	January 2009	January 2009
As-built review completed	Transmission Owner	February 2009	February 2009
Closeout Package issued	Developer	March 2009	March 2009
Transmission Owner's Attachment Facilities	**RESPONSIBLE**	**START**	**MILESTONE**
The TO AF portion is to be constructed by the Developer during the timeframe of the construction of the SUF at Wethersfield Substation.	Developer		
230 kV POI Line Work Construction - Transmission Owner	**RESPONSIBLE**	**START**	**MILESTONE**
Deliver and dress new 230 kV transmission structures	Transmission Owner	July 28, 2008	July 29, 2008 (COMPLETE)
Set two new 230 kV pole structures	Transmission Owner	November 15, 2008	December 1, 2008
Cut and deadend OH cables onto new poles	Transmission Owner	November 20, 2008	December 1, 2008
Install OH circuits from new poles to substation	Transmission Owner	November 20, 2008	December 1, 2008

Meyer Substation SUF	**RESPONSIBLE**	**START**	**MILESTONE**
Conceptual Package delivered to Transmission Owner	Developer	March 2008	(COMPLETE)
Conceptual Package review completed	Transmission Owner		April 2008 (COMPLETE)
In-ground, and above-ground packages	Developer	May 2008	July 2008 (COMPLETE)
Equipment Procurement Started	Developer	March 18, 2008	September 2, 2008 (COMPLETE)
SP&C Package 1 – delivered to Transmission Owner	Developer	April 30, 2008	(COMPLETE)
SP&C Package 1 – review completed	Transmission Owner		August 8, 2008 (COMPLETE)
SP&C Package 2 – delivered to Transmission Owner	Developer	August 4, 2008	September 2008 (COMPLETE)
SP&C Package 2 – review completed	Transmission Owner		September 2008 (COMPLETE)
SP&C Package 3 Issued	Transmission Owner		October 1, 2008 (COMPLETE)
Below-grade construction	Transmission Owner	June 11, 2008	October 10, 2008 (COMPLETE)
Above-ground construction	Transmission Owner	June 11, 2008	October 10, 2008 (COMPLETE)

	RESPONSIBLE	START	MILESTONE
Testing and Commissioning	Transmission Owner	October 15, 2008	December 9, 2008
As-built review completed	Transmission Owner	January 2009	January 2009
Closeout Package issued	Developer	January 2009	January 2009
Stolle Road Substation SUF	**RESPONSIBLE**	**START**	**MILESTONE**
Conceptual Package delivered to Transmission Owner	Developer	March, 2008	(COMPLETE)
Conceptual Package review completed	Transmission Owner		April 2008 (COMPLETE)
In-ground and above-ground packages	Developer	May 5, 2008	July 3, 2008 (COMPLETE)
Equipment Procurement Started	Developer	March 18, 2008	September 2, 2008 (COMPLETE)
SP&C Package 1 – delivered to Transmission Owner	Developer	May 5, 2008	(COMPLETE)
SP&C Package 1 – review completed	Transmission Owner		July 28, 2008 (COMPLETE)
SP&C Package 2 – delivered to Transmission Owner	Developer	September 2, 2008	(COMPLETE)
SP&C Package 2 – review completed	Transmission Owner		September 2008 (COMPLETE)
SP&C Package 3 Issued	Transmission Owner		October 16, 2008 (COMPLETE)
Below-grade construction	Transmission Owner	June 11, 2008	October 10, 2008 (COMPLETE)
Above-ground construction	Transmission Owner	June 11, 2008	October 10, 2008 (COMPLETE)
Control house installation	Transmission Owner	September 23, 2008	October 10, 2008 (COMPLETE)
Testing and Commissioning	Transmission Owner	October 15, 2008	December 11, 2008
As-built review completed	Transmission Owner	January 2009	January 2009
Closeout Package issued	Developer	January 2009	January 2009
Wethersfield Windpark Generation Plant	**RESPONSIBLE**	**START**	**MILESTONE**
Initial Synchronization Date	Developer / Transmission Owner	December 20, 2008	December 20, 2008
In-Service Date	Developer / Transmission Owner	December 20, 2008	December 20, 2008
Commercial Operation Date	Developer/ Transmission Owner	December 21, 2008	December 21, 2008

The above Milestone Dates are subject to revision due to the need to undertake, schedule, or re-schedule facility outages in accordance with Good Utility Practice, including the need to undertake, schedule, or re-schedule facility outages to address the outage of an A-1 facility reported as follows on the NYISO website: 6/11/2008 0:00 25402 Watercure_345_230 BK 1 2/1/2008 12:10 5/29/2009.

Document packages referred to in the milestone table, above, consist of the following data:

1. Conceptual Package –
   - Site Plan- Include Wethersfield Substation Layout, Collector Station Layout and Transmission Line Locations and adjacent transmission line structures.
   - Plot Plan
   - Substation One Line
   - Substation Three Line
   - Engineering Notes
   - Prelim Protection & Control SPR Includes Relays, communications, Metering, SCADA, and Alarms
   - Major Equipment Nameplate Ratings
   - Battery Sizing Calculations
   - Station Service Sizing Calculations
   - Project Schedule
   - Preliminary Drawing List

2. In-Ground Package
   - Grading Plans
   - Foundation Plan and Details
   - Conduit Plan and Details
   - Grounding Plan and Details
   - Soil Resistivity Information
   - Soil Boring Information
   - Stormwater Pollution Prevention Plan (when required)
   - In-Ground Bill of Materials List

3. Above Ground Package
   - General Arrangement Plan and Elevations
   - Above Ground Bill of Material Lists
   - Major Equipment Manufacturer's Drawings
   - Insulation Coordination Calculations
   - Overhead Lightning Protection Calculations
   - Structural Calculations for any Non-Standard Structures
   - Structure Erection Diagrams and Details for Non-Standard Structures
   - Control House Drawings

4. SP&C Package 1
   - AC Three Line Diagrams
   - DC Elementary Diagrams
   - SP&C Bill of Material List (detailed)
   - Final Protection & Control SPR
   - Spares and Training Plans
   - Prelim Relay settings/coord, Aspen model
   - Panel Layout Diagrams
   - RTU Point List
   - Fuse Recommendation

5. SP&C Package 2
   - Connection Diagrams
   - Telephone Package
   - Low-Voltage Package
   - Revenue Metering

6. SP&C Package 3
   - Relay Settings
   - Commissioning Plan
   - Operating Instructions/Line Rating Sheets

7. Closeout Package
   - Final Aspen Model
   - Final Drawing List
   - As Builts- Final Drafted Dwgs
   - Updated Databases
   - Equipment Manufacturer's Instruction Books, Test Reports, Drawings and Warranty

III. TRIGGER DATES FOR COMMON SUFS

The Common SUFs will be installed in accordance with the Trigger Dates for completion of the Common SUFs, set forth on Schedule A to this Appendix B, attached hereto, and consistent with the Milestone Schedule set forth in Section II of this Appendix B. Under certain circumstances described below, if Wethersfield is unable to meet a Trigger Date, the Transmission Owner and NYISO may require Wethersfield to cease all existing efforts to construct or develop the Common SUFs and to transfer any such rights to Transmission Owner or Transmission Owner's designee.

Notwithstanding the foregoing, it is understood and agreed that an occurrence of an "Uncontrollable Timing Event" shall excuse Wethersfield's obligation to meet the Trigger Dates until replacement Trigger Dates have been agreed upon pursuant to Section III(b)(i) below. An "Uncontrollable Timing Event" shall mean an event that causes delays in meeting the Trigger Date(s) as a result of (a) an event of Force Majeure and/or (b) actions by the Transmission Owner, NYISO, NPCC, federal governmental authorities and/or state governmental authorities, and where: (x) such event(s) are beyond Wethersfield's control; (y) such event(s) alter(s) Wethersfield's scope of work as set forth in Appendix A; and (z) in the absence of the event, there would not have been a delay that would have rendered Wethersfield unable to meet the Trigger Date(s). Nothing herein shall impose any increased obligation, liability or responsibility on Transmission Owner or the NYISO to perform its obligations pursuant to this Agreement.

Except to the extent discussed above, Wethersfield and Transmission Owner have agreed that neither the Milestone Schedule set forth in Section II of this Appendix B, nor the Trigger Date Schedule set forth on Schedule A to this Appendix B shall be modified in any way that will change or will likely change a Trigger Date without the prior written consent of High Sheldon.

If High Sheldon is removed from Class Year 2007 pursuant to the procedures of Attachments S and X of the OATT, then any consent required of or right afforded High Sheldon as otherwise provided herein shall be void thereafter.

(a) If Wethersfield determines it will be unable to meet one or more Trigger Date(s), it shall notify Transmission Owner, NYISO and High Sheldon in writing within five (5) Business Days of such determination. In its notice, Wethersfield shall specify (i) whether it is claiming that its inability to meet any such Trigger Date(s) is/are attributable to Uncontrollable Timing Event(s), (ii) the reasons supporting such claim and, if known, the anticipated date the Uncontrollable Timing Event(s) will end, and (iii) its revised timeframe for meeting the Trigger Date(s).

(b) Transmission Owner and NYISO shall promptly review Wethersfield's notice and promptly notify High Sheldon of Transmission Owner's and NYISO's determination.

(i) If Transmission Owner and NYISO jointly have a reasonable basis for determining, and in fact determine, that Wethersfield's failure to meet the Trigger Date(s) is due to an Uncontrollable Timing Event(s), then (A) Wethersfield shall be relieved of its obligation to meet the Trigger Date(s) in question until the Uncontrollable Timing Event ends, and (B) Wethersfield, Transmission Owner, NYISO and High Sheldon shall cooperate in good faith to negotiate reasonable replacement Trigger Date(s).

(ii) If Transmission Owner and NYISO jointly have a reasonable basis for determining, and in fact determine, that Wethersfield's failure to meet the Trigger Date(s) is not due to an Uncontrollable Timing Event, then Wethersfield shall be given a right to cure its failure to meet the Trigger Date within twenty (20) calendar days after receipt of Transmission Owner's and NYISO's determination.

(c) If, absent notification from Wethersfield pursuant to Section III(a) above, NYISO and/or Transmission Owner reasonably believe that Wethersfield will be unable to, or has failed to, meet a Trigger Date, NYISO and Transmission Owner shall notify Wethersfield in writing with copies to High Sheldon, requesting Wethersfield to provide responses to the following: (i) whether or not Wethersfield believes it will be unable to or has failed to meet any such Trigger Date; (ii) whether Wethersfield believes any inability to meet a Trigger Date is attributable to an Uncontrollable Timing Event(s); (iii) the reasons supporting any such claim and the anticipated date the Uncontrollable Timing Event will end; and (iv) its estimate for completing the task associated with the missed Trigger Date(s). Within five (5) Business Days after Wethersfield's receipt of the NYISO and/or Transmission Owner notice in this Section III(c), Wethersfield shall respond in writing to NYISO, Transmission Owner and High Sheldon. NYISO and Transmission Owner shall promptly review Wethersfield's response. The provisions of Section III(b) above shall apply following such review.

(d) If Wethersfield does not meet a Trigger Date for any reason other than the occurrence of an Uncontrollable Timing Event, and has failed to cure such failure of performance within the period set forth in Section III(b)(ii) above, then Transmission Owner and NYISO have the right (but not the obligation) to demand that Wethersfield cease all existing efforts to construct or develop the Common SUFs, and to transfer any such rights to Transmission Owner or Transmission Owner's designee (which may include High Sheldon) (Transmission Owner's designee shall be the "Transferee"). A decision regarding such demand will take into account High Sheldon's scheduled in-service date (which shall be no earlier than October 1, 2008), among other considerations. As part of any transfer to Transmission Owner or Transferee, Transmission Owner and NYISO may demand that Wethersfield transfer or convey to the Transmission Owner or Transferee (as applicable) title to, possession of and control of any and all equipment and services procured for the purpose of constructing the Common SUFs, and Wethersfield shall immediately transfer such equipment and services free and clear of any liens or other encumbrances to the Transmission Owner or Transferee (as applicable) accordingly. The terms and conditions with respect to the transfer of such equipment and services shall be customary for transactions of this type in the electric power industry, as reasonably determined by Wethersfield and Transmission Owner jointly.

IV. COST ALLOCATION

Wethersfield will be fully responsible for any cost incurred to complete the Common SUFs not defined below as a "Total Cost" and any Total Cost in excess of $3.2 million, except to the extent that any excess Total Cost is incurred as a result of an "Uncontrollable Cost Event" (an "Excess Cost"). An "Uncontrollable Cost Event" shall mean an event that causes cost increases as a result of (i) an event of Force Majeure, (ii) the implementation of any additional Protection or Communications Systems for the Stolle Road to Meyer circuit requested by Transmission Owner not reflected in this Agreement, (iii) after transfer pursuant to Section III(d) above, negligence or willful misconduct on the part of the Transmission Owner or Transferee, as applicable, and/or (iv) after transfer pursuant to Section III(d) above, failure of the Transmission Owner or Transferee, as applicable, to take steps reasonably necessary to complete the Common SUFs in a timely manner. "Total Cost" shall mean the sum of the following: (a) amounts invoiced by third-party suppliers, vendors and consultants, including the Transmission Owner, with no adjustments by Wethersfield for general, administration and overhead charges, for services and equipment directly required for the design, engineering, construction, installation, and commissioning of the Common SUFs, and (b) a charge by Wethersfield ("the Management Fee") in the amount of Ten Thousand Dollars ($10,000.00) per month for the period beginning on September 1, 2008 and ending on the date that the Common SUFs are commissioned, and not including any periods during which transfer has occurred pursuant to Section III(d) above, and in no case shall the sum of Management Fees paid hereunder exceed a total of One Hundred Thousand Dollars ($100,000.00).

In the event that an Excess Cost is incurred as a result of an Uncontrollable Cost Event as set forth in subsection (i) above, then such costs will be allocated between Wethersfield and High Sheldon pursuant to the allocation percentages determined pursuant to Attachment S of the NYISO OATT, and in no event shall such excess costs be the responsibility of Transmission Owner.

In the event that an Excess Cost is incurred as a result of an Uncontrollable Cost Event as set forth in subsection (ii), (iii) or (iv) above, then: (A) to the extent that Transmission Owner is responsible for such costs pursuant to the procedures set forth in Attachment S of the NYISO OATT, as such responsibility is determined in accordance with the next paragraph, such costs will be allocated to Transmission Owner; and (B) to the extent that Transmission Owner is not responsible for such costs pursuant to the procedures set forth in Attachment S of the NYISO OATT, such costs will be allocated between Wethersfield and High Sheldon pursuant to the allocation percentages determined pursuant to Attachment S of the NYISO OATT.

The Parties agree that in determining the extent of Transmission Owner's responsibility (if any) for costs pursuant to the procedures set forth in Attachment S of the NYISO OATT, only the Transmission Owner's actions (or inaction) shall be considered; Transmission Owner shall not be responsible for the actions (or inaction) of Wethersfield, High Sheldon, or any Transferee.

Schedule A to Appendix B

Trigger Date Schedule

Task Descriptions	Status	Trigger Date
Stolle Road		
Developer Engineering Firm Selected		(completed under E&P Agreement) (COMPLETE)
Issue Purchase Orders for Long Lead Items	complete	March 18, 2008 (COMPLETE)
Equipment Specs	complete	April 30, 2008 (COMPLETE)
Begin Substation Construction (Transmission Owner)	complete	June 11, 2008 (COMPLETE)
SP&C Package 1 to Transmission Owner	complete	June 19, 2008 (COMPLETE)
SP&C Package 2 to Transmission Owner		September 2, 2008 (COMPLETE)
Install Control Building		October 10, 2008 (COMPLETE)
SP&C Package 3 Issued for Construction by Transmission Owner		November 17, 2008 (COMPLETE)
Begin Commissioning/Testing (Transmission Owner)		October 15, 2008
In service		December 11, 2008
Meyer		
Developer Engineering Firm Selected		(completed under E&P Agreement) (COMPLETE)
Issue Purchase Orders for Long Lead Items	complete	March 18, 2008 (COMPLETE)
Equipment Specs	complete	April 30, 2008 (COMPLETE)
Begin Substation Construction (Transmission Owner)	complete	June 11, 2008 (COMPLETE)
SP&C Package 1 to Transmission Owner	complete	July 18, 2008 (COMPLETE)
SP&C Package 2 to Transmission Owner		September 7, 2008 (COMPLETE)
SP&C Package 3 Issued for Construction by Transmission Owner		October 1, 2008 (COMPLETE)
Begin Commissioning/Testing (Transmission Owner)		October 15, 2008
In service		December 11, 2008

Appendix C

Interconnection Details

1. Description of Large Generating Facility including Point of Interconnection

The Large Generating Facility is a 126 MW wind power plant that will consist of 84, 1.5 MW GE doubly fed induction generators with wound rotor and slip rings. Each of the 84 units has a reactive power factor range of 0.90 leading to 0.90 lagging at each generator terminal resulting in providing an operating range from +62.68 MVAr to -62.68 MVAr for the entire generating facility (sum of unit capabilities). The Large Generating Facility will connect to Transmission Owner's 230 kV line #67 at a point approximately 22 miles from the Stolle Road Substation and 31.5 miles from the Meyer Substation. The POI is identified on the one-line diagram attached as Figure A-1 to Appendix A.

2. Developer Operating Requirements

The Developer must comply with the Transmission Owner's operating instructions and requirements, as they may change from time to time. The Developer must comply with all applicable NYISO tariffs and procedures, as amended from time to time.

The Large Generating Facility will comply with the Post-transition Period LVRT Standard.

For purposes of compliance with Appendix G, the Transmission Owner has determined that the Developer shall maintain the Large Generating Facility in service during a three-phase fault for 9 cycles.

Appendix D

Security Arrangements Details

Infrastructure security of New York State Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day New York State Transmission System reliability and operational security. The Commission will expect the NYISO, all Transmission Owners, all Developers and all other Market Participants to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

Appendix E

Commercial Operation Date

[Date]

New York Independent System Operator, Inc.
Attn: Vice President, Operations
3890 Carman Road
Schenectady, NY 12303

New York State Electric & Gas Corporation
Attn: Manager - Programs/Projects
Electric Transmission Services
18 Link Drive
Binghamton, NY 13902-5224

Re: _____ Large Generating Facility

Dear _____:

On **[Date]** **[Developer]** has completed Trial Operation of Unit No. ___. This letter confirms that [Developer] commenced Commercial Operation of Unit No. ___ at the Large Generating Facility, effective as of **[Date plus one day]**.

Thank you.

[Signature]

[Developer Representative]

Appendix F

Addresses for Delivery of Notices and Billings

Notices:

NYISO:

Before commercial operation of the Large Generating Facility:

New York Independent System Operator, Inc.
Attn: Henry Chao
Vice President, System and Resource Planning
10 Krey Boulevard
Rensselaer, NY 12144
Phone: (518) 356-6000
Fax: (518) 356-6118

After commercial operation of the Large Generating Facility

New York Independent System Operator, Inc.
Attn: Vice President, Operations
3890 Carman Road
Schenectady, NY 12303
Phone: (518) 356-6000
Fax: (518) 356-6118

Transmission Owner:

New York State Electric & Gas Corporation
Attn: Manager - Programs/Projects
Electric Transmission Services
18 Link Drive
Binghamton, NY 13902-5224
Phone: (607) 762-7606
Fax: (607) 762-8666

Developer:

Asset Manager
Noble Environmental Power, LLC
8 Railroad Avenue
Second Floor, Suite 8
Essex, CT 06426

Billings and Payments:

Transmission Owner:

New York State Electric & Gas Corporation
Attn: Manager - Programs/Projects
Electric Transmission Services
18 Link Drive
Binghamton, NY 13902-5224
Phone: (607) 762-7606
Fax: (607) 762-8666

Developer:

Accounts Payable
Noble Environmental Power, LLC
8 Railroad Avenue
Second Floor, Suite 8
Essex, CT 06426

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

NYISO:

Before commercial operation of the Large Generating Facility:

New York Independent System Operator, Inc.
Attn: Henry Chao
Vice President, System and Resource Planning
10 Krey Boulevard
Rensselaer, NY 12144
Phone: (518) 356-6000
Fax: (518) 356-6118

After commercial operation of the Large Generating Facility

New York Independent System Operator, Inc.
Attn: Vice President, Operations
3890 Carman Road
Schenectady, NY 12303
Phone: (518) 356-6000
Fax: (518) 356-6118

Transmission Owner:

New York State Electric & Gas Corporation
Attn: Manager - Programs/Projects
Electric Transmission Services
18 Link Drive
Binghamton, NY 13902-5224
Phone: (607) 762-7606
Fax: (607) 762-8666

Developer:

Noble Environmental Power, LLC
Telephone: 860-581-5070
Fax: 860-767-7041
Email: nugentd@noblepower.com

APPENDIX G

Interconnection Requirements for a Wind Generating Plant

Appendix G sets forth requirements and provisions specific to a wind generating plant. All other requirements of this LGIA continue to apply to wind generating plant interconnections.

A. Technical Standards Applicable to a Wind Generating Plant

i. Low Voltage Ride-Through (LVRT) Capability

A wind generating plant shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below. The LVRT standard provides for a transition period standard and a post-transition period standard.

Transition Period LVRT Standard

The transition period standard applies to wind generating plants subject to FERC Order 661 that have either: (i) interconnection agreements signed and filed with the Commission, filed with the Commission in unexecuted form, finally executed as conforming agreements, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind generating turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the Transmission Owner for the Transmission District to which the wind generating plant will be interconnected. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles at a voltage as low as 0.15 p.u., as measured at the high side of the wind generating plant step-up transformer (i.e. the transformer that steps the voltage up to the transmission interconnection voltage or "GSU"), after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system.
2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.
3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.

4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAr Compensator, etc.) within the wind generating plant or by a combination of generator performance and additional equipment.

5. Existing individual generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G LVRT Standard.

Post-transition Period LVRT Standard

All wind generating plants subject to FERC Order No. 661 and not covered by the transition period described above must meet the following requirements:

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the Transmission Owner for the Transmission District to which the wind generating plant will be interconnected. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the

wind generating plant may disconnect from the transmission system. A wind generating plant shall remain interconnected during such a fault on the transmission system for a voltage level as low as zero volts, as measured at the high voltage side of the wind GSU.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU.

3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.

4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAr Compensator) within the wind generating plant or by a combination of generator performance and additional equipment.

5. Existing individual generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G LVRT Standard.

ii. Power Factor Design Criteria (Reactive Power)

A wind generating plant shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA, if the ISO's System Reliability Impact Study shows that such a requirement is necessary to ensure safety or reliability.

The power factor range standards can be met using, for example without limitation, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by the Transmission Owner for the Transmission District to which the wind generating plant will be interconnected, or a combination of the two. The Developer shall not disable power factor equipment while the wind plant is in operation. Wind plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the System Reliability Impact Study shows this to be required for system safety or reliability.

iii. Supervisory Control and Data Acquisition (SCADA) Capability

The wind plant shall provide SCADA capability to transmit data and receive instructions from the ISO and/or the Transmission Owner for the Transmission District to which the wind generating plant will be interconnected, as applicable, to protect system reliability. The Transmission Owner for the Transmission District to which the wind generating plant will be interconnected and the wind plant Developer shall determine what SCADA information is essential for the proposed wind plant, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

APPENDIX H

Invoicing and Payment

A. General

1. Detail Required

All invoices submitted under this Appendix H shall state the month to which the invoice applies and fully describe the services and equipment provided. All invoices will indicate if and to what extent costs being invoiced are asserted as having been incurred as a result of an Uncontrollable Cost Event (as such term is defined in Appendix B). All invoices for construction and equipment costs shall be prepared using the AIA G702-1992 form.

2. Payment

Invoices will be due and payable within the period of time specified in each subsection below unless otherwise mutually agreed in writing. All payments shall be made in the form of immediately available funds by wire transfer to the account specified in Appendix F of this Agreement or otherwise provided by the Parties in writing.

3. Late Payment

All amounts due and not paid within the time period specified following the date of receipt shall be subject to interest calculated in accord with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii).

B. Invoices/Payment for System Upgrade Facilities and Attachment Facilities

1. Wethersfield Monthly Invoice

a. By the first Calendar Day of each month, Wethersfield will provide to Transmission Owner an invoice for all work performed by Wethersfield for SUF work for the previous month. Each invoice will separately identify and itemize all work performed in connection with the Common SUFs and any non-Common SUFs (collectively, the "SUFs"). These invoices will be used by Transmission Owner in the calculation of the total SUF costs for the purposes of allocating costs between Wethersfield and High Sheldon (each, individually, referred to as a "Project" and both projects collectively referred to as the "Projects").

b. By the first Calendar Day of each month, Wethersfield will provide a copy of such invoice to High Sheldon.

2. Transmission Owner's Monthly Invoices

a. Within thirty (30) Calendar Days of its receipt of Wethersfield's monthly invoice, Transmission Owner will prepare and send invoices to the Projects which will include:

(i) Each Project's respective share of Transmission Owner's work performed for SUFs.

(ii) Each Project's respective share of Wethersfield's work performed for SUFs.

(iii) Transmission Owner's work performed for Attachment Facilities for each individual Project.

b. All Transmission Owner's invoices are subject to the following cost allocation:

(i) Transmission Owner's invoices shall allocate costs related to any non-Common SUFs to the appropriate Project.

(ii) Transmission Owner's invoices shall allocate costs related to the Common SUFs between the Projects using the allocation percentage determined pursuant to Attachment S of the NYISO OATT. The allocation percentages, as set forth in the Facilities Study for Class 2007: Part 2 - System Upgrade Facilities and resulting from the acceptance by the Projects of participation in Class Year 2007 and their posting of the requisite security, are as follows: High Sheldon 50% and Wethersfield 50%.

(iii) In the event that an Excess Cost is incurred as a result of an event of Force Majeure, then such costs will be allocated between Wethersfield and High Sheldon pursuant to the allocation percentages determined pursuant to Attachment S of the NYISO OATT, and in no event shall such excess costs be the responsibility of Transmission Owner.

(iv) In the event that an Excess Cost is incurred as a result of an Uncontrollable Cost Event (as such term is defined in Appendix B) as set forth in subsections (ii), (iii) or (iv) of the definition of Uncontrollable Cost Event, then: (A) to the extent that Transmission Owner is responsible for such costs pursuant to the procedures set forth in Attachment S of the NYISO OATT, as such responsibility is determined in accordance with the next paragraph, such costs will be allocated to Transmission Owner; and (B) to the extent that Transmission Owner is not responsible for such costs pursuant to the procedures set forth in Attachment S of the NYISO OATT, such costs will be allocated between Wethersfield and High Sheldon pursuant to the allocation percentages set forth in Section B.2(b)(ii) above.

(v) The Parties agree that in determining the extent of Transmission Owner's responsibility (if any) for costs pursuant to the procedures set forth in Attachment S of the NYISO OATT, only Transmission Owner's actions (or inaction) shall be considered; Transmission Owner shall not be responsible for the actions (or inaction) of Wethersfield, High Sheldon or of any Transferee (as such term is defined in Appendix B).

c. Each Project is required to pay its respective invoice(s) to Transmission Owner within thirty (30) Calendar Days of receipt of such invoice(s).

(i) Wethersfield will pay to Transmission Owner Wethersfield's respective allocated shares of Transmission Owner's work performed for SUFs and Transmission Owner's Attachment Facilities.

(ii) High Sheldon will pay to Transmission Owner High Sheldon's allocated share of Transmission Owner's work performed for SUFs, Wethersfield's work performed for Common SUFs, and Transmission Owner's work performed for Transmission Owner's Attachment Facilities.

d. Transmission Owner will pay to Wethersfield the monies received from High Sheldon under 2(c)(ii) for Wethersfield's Common SUF work within fifteen (15) Calendar Days of receiving payment from High Sheldon.

(i) In the event that Wethersfield does not receive payment from Transmission Owner within fifteen (15) Calendar Days of the date which such payment is due from High Sheldon, and Transmission Owner has not received such payment from High Sheldon, then Wethersfield may request Transmission Owner to pursue payment as set forth in subsection 2(d)(ii) below.

(ii) Transmission Owner agrees to use reasonable efforts to obtain payment (less any disputed amounts) from High Sheldon, including exercising such available rights as Transmission Owner may have against High Sheldon, including drawing on SUF-related letters of credit or other forms of security, in an amount not to exceed High Sheldon's share of any undisputed invoice. Transmission Owner must pursue reasonable efforts to resolve any disputes with High Sheldon in the event that High Sheldon has withheld any disputed portion of any payment.

(iii) In no event shall Transmission Owner be obligated to pay Wethersfield for SUF work owed by High Sheldon unless Transmission Owner has (x) received payment for such work from High Sheldon, (y) drawn from the applicable letter(s) of credit to pay for such work or (z) failed to use reasonable efforts to obtain payment as described in 2(d)(ii) above.

3. **Final Invoices**

a. The procedures set forth above for monthly invoices in Sections B.1 and B.2 of this Appendix H shall apply to the final invoices.

b. Within six (6) months after Transmission Owner's acceptance and approval of the Common SUFs, Wethersfield shall provide to Transmission Owner its final invoice, which shall include all costs of Wethersfield's work performed for Common SUFs that have not been invoiced pursuant to a monthly invoice.

c. Within thirty (30) Calendar Days of receipt of such invoice from Wethersfield, Transmission Owner will send final invoices to Wethersfield and High Sheldon, reflecting their respective share of the final cost of (1) Transmission Owner's and Wethersfield's work performed for SUFs and (2) Transmission Owner's work for Attachment Facilities.

4. **Audit Rights**

Transmission Owner may exercise its rights (under Article 25.3 of this Agreement) to audit Wethersfield's accounts and records for the benefit of High Sheldon to (a) verify the actual costs of the design engineering, procurement and construction of Common SUFs and (b) to verify the accuracy of the calculation of invoiced amounts. Audit rights granted hereunder are not intended to limit or supersede audit rights Transmission Owner, High Sheldon and/or Wethersfield may otherwise have elsewhere in this Agreement or under other agreements.