

AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION:
WHOLESALE PRODUCER

THIS AGREEMENT made this _____ day of _____, 20____, by and between _____ (hereinafter referred to as the "Producer") and Bluebonnet Electric Cooperative, Inc. (hereinafter referred to as the "Cooperative") is as follows:

1. Purpose. Producer owns or intends to own and/or operate a qualifying Power Generating Installation as defined in Section 312 of the Cooperative's Tariff and desires to interconnect and operate such installation in parallel with the Cooperative's electric Distribution System. This Agreement defines the relationship between the Cooperative and the Producer, including terms affecting the purchase and sale of electricity as well as reasonable conditions for interconnection and parallel operation.

2. Producer's Certification. The Producer certifies that Producer is a Wholesale Producer as defined in Section 312 of the Cooperative's Tariff. Producer also certifies that Producer has registered with the Public Utility Commission of Texas in accordance with 16 Texas Administrative Code § 25.109 as may be amended.

3. Producer's Generating Installation. The Power Generating Installation to which this agreement applies is described as:

Make _____

Model _____

Serial # _____

Fuel or Energy Source _____

Nameplate Output Rating _____ kW

Operating Voltage _____ volts

Connection _____ phase

Located at _____

Emergency Contact:

Name _____

Address _____

Phone _____

4. Terms. The Cooperative agrees to use reasonable diligence to provide simultaneous Electric Service. Interconnection, parallel operation, and sales and purchases of electricity shall be governed by the Cooperative's Tariff, including any and all amendments that may hereafter be approved or ordered by any regulatory authority. SAID TARIFF INCLUDING ALL SERVICE RULES, REGULATIONS AND RATES IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE'S OFFICE IN BASTROP, TEXAS.

5. Interconnection. Prior to interconnection, the Producer shall have (a) fulfilled all requisites for the provision of Electric Service contained in the Cooperative's Tariff; (b) provided an interconnection plan and other information; (c) complied with the conditions for any Facilities extension; (d) provided satisfactory liability insurance; (e) signed and delivered this Agreement; (f) completed construction; (g) complied with laws; (h) given notice of intent to energize; and (i) eliminated any conditions preventing interconnection. The Producer warrants to the Cooperative that the Producer's power generating installation is constructed, shall be maintained in a safe and reliable condition and shall comply with the latest applicable codes.

6. Parallel Operation. The Producer is responsible for installation, safe operation, protection, and maintenance of all equipment and wiring at and beyond the point where the Producer's conductors contact the Cooperative's conductors. The electrical power generated shall be compatible with the Cooperative's standard Distribution System at the Point of Delivery and of such quality that the Cooperative's system is not adversely affected. The Producer shall install and pay for a visible break disconnect switch. The Cooperative shall have access to the disconnect switch and the Meter at all times.

The Cooperative's liability is limited in accordance with its Tariff, and the Producer agrees to indemnify and hold the Cooperative harmless for all claims except as specified in the Tariff.

7. Purchases of Electricity from Producer.

The Cooperative will pay a Wholesale Producer on a monthly basis for the energy supplied by the Wholesale Producer to the Cooperative. The rate paid by the Cooperative to the Wholesale Producer [that owns a Qualifying Facility] shall be the Cooperative's avoided cost of wholesale power for generation or [that does not own a Qualifying Facility] shall be _____ per kWh.

The Cooperative may, at certain times and as operating conditions warrant, reasonably refuse to accept part or all of the output of the Producer's facility. Such refusal shall be based on system emergency constraints, special operating requirements, changes in wholesale generation contractual requirements, and adverse effects of the Producer's facility on the Cooperative's system or violation by the Producer of the terms of this Agreement. The Cooperative shall not be required to make any purchases that will cause the Cooperative to no longer be in compliance with any applicable contracts or all-power contract requirements with the Cooperative's power supplier(s).

8. Sales of Electric Service to Producer. The Producer agrees to pay for Electric Service in accordance with the Rate Schedule applicable to the _____ class. If any Tariff or rate is changed by the Cooperative, or by order or consent of any Regulatory Authority having jurisdiction thereof, whether or not at the request of the Cooperative, such changed Tariff, rate or redefined class of service shall be applicable to service provided hereunder from and after the date of such change. The Cooperative shall render monthly a statement to the Producer for electric service, and Producer shall pay the statement in accordance with the applicable provisions of the Tariff.

9. Term. The acceptance of this instrument by the Cooperative shall constitute an agreement between the Producer and the Cooperative which shall continue in force for an initial term of _____ years (not to exceed five (5) years) from the date service is made available by the Cooperative to the Producer. After the initial term, this Agreement may be terminated by either party giving at least thirty (30) days' written notice to the other party.

10. Breach. The failure or refusal to perform any obligation contained in this Agreement shall constitute a breach of this Agreement. The parties shall have such remedies for breach as may be provided for at law or in equity. Notwithstanding any other provision of this Agreement, the Cooperative may discontinue service if the Producer has breached any portion of this Agreement by failure to make timely payment or otherwise.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements between the Producer and the Cooperative for the service herein described. The Cooperative, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. The Producer agrees that it is not relying on any statements not herein contained.

12. Assignment. This Agreement shall not be assigned by the Producer except in accordance with the articles, bylaws, and Rules and regulations of the Cooperative. This Agreement shall inure to the benefit of the Cooperative's assigns.

13. Interconnection Cost. Producer agrees to pay for extension of the Cooperative's Facilities and other interconnection costs as follows:

\$ _____ in advance of any work by the Cooperative;

or

\$ _____ per month as an increased monthly minimum over and above the applicable minimum stated in the Cooperative's Tariff.

14. Receipt of Tariff. Producer acknowledges receipt of the Cooperative's currently-effective Tariff.

BLUEBONNET ELECTRIC COOPERATIVE, INC.

PRODUCER

By: _____

By: _____