ATTACHMENT A

IRREVOCABLE AND UNCONDITIONAL STANDBY LETTER OF CREDIT

"Market Participant Applicant~~:~~":

[Name]
[Address]

"Amount~~:~~": _____ U.S. Dollars
~~Expiration Date:~~

"Date of Issuance~~:~~": _____

"Issuing Bank":

[Name]
[Address]
[Phone]
[Fax]

"Beneficiary":

Electric Reliability Council of Texas, Inc. ~~(~~("ERCOT~~)~~")
Attn: ~~Finance~~Credit
7620 Metro Center Drive
Austin, Texas 78744
~~Attn: Finance~~
Facsimile No. ~~–~~(512) 225-7020

To ~~Whom It May Concern~~Beneficiary:

~~We~~The undersigned Issuing Bank hereby ~~establish~~establishes in your favor, effective immediately, ~~our~~an Irrevocable and Unconditional Standby Letter of Credit No. _____ (**"Letter of Credit"**) ~~which~~in the amount of _____ U.S. Dollars.

This Letter of Credit is available for payment upon ~~your advice of~~ demand at sight at our counters at: _____, upon demand to the attention of _____ by telephone at _____, _____, or upon demand by fax at _____ and presentation to us (a) at sight at our counters, or (b) by fax of the following: (i) your written demand for payment containing the text of Exhibit I attached hereto, and (ii) your statement containing the text of Exhibit II~~.~~, Exhibit IV, Exhibit V, or Exhibit VI attached hereto. If presentation is made by facsimile, original documents will be delivered to us at the address stated above.

Funds may be drawn under this Letter of Credit, from time to time, in one or more drawings, in amounts not exceeding in the aggregate the ~~amount specified above~~Amount specified above. Partial drawings shall reduce the Amount thereafter available for drawing under this Letter of Credit.

Upon presentation to us in conformity with the foregoing, we will, not later than the close of business on ~~the~~~~its~~our next local banking day after~~ such~~ presentation, but without any other delay whatsoever, irrevocably and without reserve or condition issue payment instructions to the Federal Reserve wire transfer system in proper form to transfer to the account at the bank designated by you in the demand, the full amount demanded by you in the same-day funds which are immediately available to you in Austin, Texas~~.~~ up to the Amount of this Letter of Credit.

We agree that if, on the expiration or termination date of this Letter of Credit, ~~the~~our office specified above is not open for business~~,~~ for any reason whatsoever (including without limitation an event under Article 36 of the UCP (Force Majeure)), this Letter of Credit will be duly honored if the specified ~~statements~~documents are presented by you within ~~three (3~~thirty (30) full banking days after such office is reopened for business.

Payment hereunder shall be made regardless of: (a) any written or oral direction, request, notice or other communication now or hereafter received by us from the Market Participant Applicant or any other person except you, including without limitation any communication regarding fraud, forgery, lack of authority or other defect not apparent on the face of the documents presented by you, but excluding solely an effective written order issued~~ otherwise~~, other than at our instance, by a court of competent jurisdiction which order is legally binding upon us and specifically orders us not to make such payment; (b) the solvency, existence or condition, financial or other, of the Market Participant Applicant or any other person or property from whom or which we may be entitled to reimbursement for such payment; and (c) without limiting clause (b) above, whether we are in receipt of or expect to receive funds or other property as reimbursement in whole or in part for such payment. We agree that we will not take any action to cause the issuance of an order described in clause (a) of the preceding sentence.

We further agree that the time set forth herein for payment of any demand(s) for payment is sufficient to enable us to examine such demand(s) and the related documents(s) referred to above with care so as to ascertain that on their face they appear to comply with the terms of this Letter of Credit and that if such demand(s) and document(s) on their face appear to so comply, failure to make any such payment within such time shall constitute dishonor of such demand(s) and this Letter of Credit.

~~The~~ Except as stated ~~amount~~herein, payment is not subject to any condition or qualification. The only documents required to be presented for payment are Exhibit I and one of the following: Exhibit II, Exhibit IV, Exhibit V, or Exhibit VI. Our obligation under this Letter of Credit shall be our individual obligation and in no way is contingent upon reimbursement with respect thereto.

The stated Amount of this Letter of Credit may be increased or decreased~~, and the expiration date of this Letter of Credit may be extended,~~ by an amendment to this Letter of Credit in the form of Exhibit III. Any such amendment shall become effective only upon acceptance by your signature on a hard copy amendment.

You shall not be bound by any written or oral agreement of any type between us and the Market Participant Applicant or any other person relating to this Letter of Credit, whether now or hereafter existing.

We hereby engage with you that your demand(s) for payment in conformity with the terms of this Letter of Credit will be duly honored as set forth above. All fees and other costs associated with the

issuance of and any drawing(s) against this Letter of Credit shall be for the account of and paid by the Market Participant Applicant. All of the rights of ERCOT set forth ~~above~~herein shall inure to the benefit of ~~your~~ERCOT's successors and assigns. In this connection, in the event of a drawing made by a party other than ERCOT, such drawing must be accompanied by the following signed certification:

> The undersigned does hereby certify that **_____[drawer]____** is the successor by operation of law to ERCOT, a beneficiary named in [Name of Issuing Bank] Letter of Credit No._____ and we attach herewith copies of official documents proving our legal status as successor.
>
> _____
>
> _____
> [Name and Title]

The initial term of this Letter of Credit shall be one year from the Date of Issuance. It is a condition of this Letter of Credit that it shall be automatically extended and renewed without amendment for one (1) additional calendar year after the initial term, or one (1) additional calendar year after any renewal term, unless at least sixty (60) days prior to the end of the initial term or sixty (60) days prior to the end of the renewal term we notify ERCOT by certified mail, return receipt requested (receipt effective upon scheduled weekday delivery day) or facsimile (receipt effective upon receipt of evidence, including facsimile evidence, that facsimile was received) to the address/facsimile number for ERCOT set forth above that we elect not to consider this Letter of Credit extended and renewed for any such period. In the event that we timely notify you in writing that we elect not to renew this Letter of Credit, you may at any time within thirty (30) days before the end of the initial term or within thirty (30) days before the end of the renewal term demand payment of the entire Amount of this Letter of Credit upon presentation of (a) your written demand for payment containing the text of Exhibit I attached hereto, and (b) your statement containing the text of Exhibit IV attached hereto. The demand rights in this paragraph are in addition to any other rights under this Letter of Credit.

It is a condition of this Letter of Credit that we shall maintain a corporate debt rating not less than that required by the ERCOT Protocols. In the event that we do not maintain the minimum corporate debt rating required by the ERCOT Protocols, you may demand payment of the entire Amount of this Letter of Credit upon presentation of (a) your written demand for payment containing the text of Exhibit I attached hereto, and (b) your statement containing the text of Exhibit V attached hereto. The demand rights in this paragraph are in addition to any other rights under this Letter of Credit.

This Letter of Credit may be terminated by us on sixty (60) days written notice by sending ERCOT notification by certified mail, return receipt requested (receipt effective upon scheduled weekday delivery day) or facsimile (receipt effective upon receipt of evidence, including facsimile evidence, that facsimile was received) to the address/facsimile number for ERCOT set forth above that we elect to terminate this Letter of Credit which notice shall contain the following statement:

> [Name of Issuing Bank] hereby notifies you that
> ~~Except so far as otherwise expressly stated herein, this~~ Irrevocable and Unconditional Standby Letter of Credit No._____ (**"Letter of Credit"**) in the amount of _____ U.S. Dollars dated _____ issued by [Name of Issuing Bank] in your favor for the account of [Name of Market Participant Applicant] will terminate sixty (60) days following your receipt of this Notice of Termination.

In the event that we notify you in writing that we elect to terminate this Letter of Credit, you may at any time within thirty (30) days before the termination date demand payment of the entire Amount of this Letter of Credit upon presentation of (a) your written demand for payment containing the text of Exhibit I attached hereto, and (b) your statement containing the text of Exhibit VI attached hereto. The demand rights in this paragraph are in addition to any other rights under this Letter of Credit.

Notwithstanding our ability to terminate this Letter of Credit on the terms set forth above, this Letter of Credit is irrevocable and unconditional.

This Letter of Credit may not be assigned or transferred by us.

Except so far as otherwise ~~is~~stated herein, this Letter of Credit shall be subject to and governed by the "Uniform Customs and Practices for Documentary Credits," UCP 600 International Chamber of Commerce, 2007 Revision (the "UCP"), in effect on the date of issuance of this Letter of Credit. This Letter of Credit shall also be governed by the laws of the State of Texas to the extent that the terms of the UCP are not applicable; provided that, in the event of any conflict between the UCP and Texas law, the UCP shall control. To the extent the terms of this Letter of Credit are inconsistent with the provisions of the UCP and/or Texas law, the terms of this Letter of Credit shall govern.

Yours faithfully,

ISSUING BANK

_____
(Name of Issuing Bank)

By: _____

Title: _____

EXHIBIT I

DEMAND FOR PAYMENT

Re: Irrevocable and Unconditional Standby Letter of Credit

No. _____ Dated: _____, _____

To Whom It May Concern:

Demand is hereby made upon you for payment to us of $_____ by deposit to our account no. _____ at [Name of Issuing Bank]. This demand is made under, and is subject to and governed by, your Irrevocable and Unconditional Standby Letter of Credit No. _____ dated _____, _____ in the amount of $_____ established by you in our favor for the account of _____ as the Market Participant Applicant.

DATED: _____, _____.

Electric Reliability Council of Texas, Inc.

By: _____

Title: _____

EXHIBIT II

STATEMENT OF AMOUNT DUE

Re: Irrevocable and Unconditional Standby Letter of Credit
No. _____ Dated: _____, _____

To Whom It May Concern:

Reference is made to your Irrevocable and Unconditional Standby Letter of Credit No. _____ dated _____, _____ in the amount of $_____ established by you in our favor for the account of _____.

We hereby certify to you that $_____ is due and owing to us by the Market Participant Applicant, under and in accordance with the ERCOT Protocols.

DATED: _____, _____.

Electric Reliability Council of Texas, Inc.

By: _____

Title: _____

EXHIBIT III

AMENDMENT

Re: Irrevocable and Unconditional Standby Letter of Credit

No._____ Dated: _____, _____

Beneficiary:

Electric Reliability Council of Texas, Inc. (ERCOT)
7620 Metro Center Drive
Austin, Texas 78744
Attn: ~~Finance~~Credit

Market Participant Applicant:

[Name and Address]

To Whom It May Concern:

The above referenced Irrevocable and Unconditional Standby Letter of Credit is hereby amended as follows: by increasing / decreasing / leaving unchanged *(strike two)* the stated amount by $_____ to a new stated amount of ~~$_____ or by extending the expiration date to _____ from _____.~~$_____. All other terms and conditions of the Irrevocable and Unconditional Letter of Credit remain unchanged.

This amendment is effective only when accepted by ERCOT, which acceptance may only be valid by a signature of an authorized representative.

Dated: _____

Yours faithfully,

_____
[Name of Issuing Bank]

By: _____

Title: _____

ACCEPTED:
Electric Reliability Council of Texas, Inc.

By: _____

Title: _____

Date: _____

EXHIBIT IV

STATEMENT REGARDING ISSUER'S NONRENEWAL

Re: Irrevocable and Unconditional Standby Letter of Credit
No. _____ Dated: _____, _____

To Whom It May Concern:

Reference is made to your Irrevocable and Unconditional Standby Letter of Credit No. _____ dated _____, _____ in the amount of $_____ established by you in our favor for the account of _____-.

We hereby certify to you that ERCOT has not received an extension or replacement of said Letter of Credit and/or other acceptable replacement collateral from Market Participant Applicant in accordance with the ERCOT Protocols.

DATED: _____, _____.

_____

_____ Electric Reliability Council of Texas, Inc.

_____ By: _____

_____ Title: _____

EXHIBIT V

STATEMENT REGARDING ISSUER RATING

Re: Irrevocable and Unconditional Standby Letter of Credit
No. _____ Dated: _____, _____

To Whom It May Concern:

Reference is made to your Irrevocable and Unconditional Standby Letter of Credit No. _____ dated _____, _____ in the amount of $_____ established by you in our favor for the account of _____-.

We hereby certify to you that Issuing Bank has not maintained a corporate debt rating required by the ERCOT Protocols and Market Participant Applicant has failed to replace the Letter of Credit in a manner acceptable to ERCOT and/or provide other acceptable replacement collateral from Market Participant Applicant in accordance with the ERCOT Protocols.

DATED: _____, _____.

_____

_____ Electric Reliability Council of Texas, Inc.

_____ By: _____

_____ Title: _____

EXHIBIT VI

STATEMENT REGARDING TERMINATION

Re: Irrevocable and Unconditional Standby Letter of Credit
No. _____ Dated: _____, _____

To Whom It May Concern:

Reference is made to your Irrevocable and Unconditional Standby Letter of Credit No. _____ dated _____, _____ in the amount of $_____ established by you in our favor for the account of _____-.

We hereby certify to you that ERCOT received notice that the Letter of Credit will be terminated. We further certify that Market Participant Applicant has failed to replace the Letter of Credit in a manner acceptable to ERCOT and/or provide ERCOT with other acceptable replacement collateral in accordance with the ERCOT Protocols.

DATED: _____, _____.

_____

_____ Electric Reliability Council of Texas, Inc.

_____ By: _____

_____ Title: _____