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# ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC.
# MEMBERSHIP APPLICATION AND AGREEMENT FOR MEMBERSHIP YEAR 2011

This Membership Application and Agreement (Agreement) is by and between the Electric Reliability Council of Texas, Inc. (ERCOT) and RRE Austin Solar (Member), whose address is 8121 Bee Cave Road, #100 Austin, Texas 78746. In consideration of the mutual covenants contained herein, the parties hereby agree that the Member shall become an ERCOT Member and receive the ERCOT Member Services and benefits described herein, subject to the terms and conditions of this Agreement. This Agreement shall be effective as of the date signed by the Member provided that the Member meets all of the qualifications for ERCOT Membership.

Capitalized terms that are not defined in this Agreement shall have the meaning as defined in the ERCOT Bylaws or the ERCOT Protocols.

## A. Membership Application Information

1. Name of Entity applying for Membership: RRE Austin Solar

2. Type of Membership: Check **ONE** type of Membership. *Affiliated Entities as defined in the ERCOT Bylaws may hold only one Corporate Membership.* Entities applying for additional Memberships, such as an Associate Membership, should use a separate Agreement for each Membership. The applicable fees as listed below and entitle Members to services ERCOT provides such as hosting ERCOT meetings, providing Members with necessary information and such other Member Services as may from time to time be offered. Please note that any Member may request that the Member's Annual Member Service Fees be waived for good cause shown.

   ☐ **Corporate.** Voting. $2,000/year (except Residential and Commercial Consumer Members fees are $100/year, and there is no charge for an association that qualifies pursuant to the ERCOT Bylaws for Commercial Consumer Membership). Corporate Membership includes the right to vote on matters submitted to the general membership such as election of Board Directors, election of TAC Representatives and TAC subcommittees thereof and amendments to the Articles of Incorporation and the ERCOT Bylaws. Residential Consumer Members do not elect Board Directors.

   ☐ **Associate.** Non-voting. $500/year (except Residential and Commercial Consumer Members fees are $50/year). Associate Membership includes no voting rights. However, an Associate Member may be elected by Corporate Members to serve as a voting member of the Board, TAC or a TAC subcommittee thereof.

   ☒ **Adjunct.** Non-voting. $500/year. Entities not meeting the Segment requirements for Membership may join as Adjunct Members upon Board approval. Adjunct Membership does not include voting rights or the right to be elected to the Board, TAC or a TAC subcommittee thereof.

3. The Applicable Annual Member Services Fee must accompany this Agreement and be delivered to ERCOT by the Record Date in order for the Member to participate in the elections for the Membership Year. Please make checks payable to ERCOT and mail to ERCOT, Attention: Legal Department, 7620 Metro Center Drive, Austin, Texas 78744. Please send an email to mpappl@ercot.com for wire instructions.

4. Segment Participation: (Check **ONE** Segment designation.)

☐ **Consumer.** Any organization or agency representing the interests of end-users of electricity in the ERCOT Region.

Check **ONE** Subsegment designation:

☐ **Residential Consumer**

☐ **Small Commercial Consumer** (Peak demand of 1000 KW or less)

☐ **Large Commercial Consumer** (Peak demand greater than 1000 KW)

☐ **Industrial Consumer** (Average monthly demand greater than 1 megawatt and engaged in an industrial process)

☐ **Cooperative.** An Entity operating in the ERCOT Region that is: (i) a corporation organized under Chapter 161 of the Texas Utilities Code or a predecessor statute to Chapter 161 and operating under that chapter; (ii) a corporation organized as an electric cooperative in a state other than Texas that has obtained a certificate of authority to conduct affairs in the State of Texas; (iii) a cooperative association organized under Tex.Rev.Civ.Stat. 1396-50.01 or a predecessor to that statute and operating under that statute; or (iv) a River Authority as defined in Tex. Water Code §30.003.

☐ **Independent Generator.** Any Entity that is not a Transmission and Distribution Entity (T&D Entity) or an Affiliate of a T&D Entity and (i) owns or controls generation of at least 10 MW in the ERCOT Region; or (ii) is preparing to operate and control generation of at least 10 MW in the ERCOT Region, and has approval of the appropriate governmental authority, has any necessary real property rights, has given the connecting transmission provider written authorization to proceed with construction and has provided security to the connecting transmission provider.

☐ **Independent Power Marketer.** Any Entity that is not a T&D Entity or an Affiliate of a T&D Entity and is registered at the Public Utility Commission of Texas (PUCT) as a Power Marketer to serve in the ERCOT Region.

☐ **Independent REP.** Any Entity that is certified by the PUCT to serve in the ERCOT Region as a Retail Electric Provider (REP) under PURA §39.352 and that is not an Affiliate of a T&D Entity operating in the ERCOT Region.

☐ **Aggregators** may register to participate in this Segment if unable to qualify in any other Segment.

☐ **Investor Owned Utility.** (i) An investor-held, for-profit "electric utility" as defined in PURA §31.002(6) that (a) operates within the ERCOT Region, (b) owns 345 KV interconnected transmission facilities in the ERCOT Region, (c) owns more than 500 pole miles of transmission facilities in the ERCOT Region, or (d) is an Affiliate of an Entity described in (a), (b) or (c); or (ii) a public utility holding company of any such electric utility.

☐ **Municipal.** An Entity operating in the ERCOT Region that owns or controls transmission or distribution facilities, owns or controls dispatchable generating facilities, or provides retail electric service and is either: (i) a municipally owned utility as defined in PURA §11.003 or (ii) a River Authority as defined in Tex. Water Code §30.003.

5. Identify your designated representative for required notices to ERCOT Members and for participation in meetings of the Corporate Members:

| | |
|---|---|
| Name: | Valerie Harkins |
| Title: | Project Developer |
| Address: | [redacted] |
| City, State, Zip: | [redacted] |
| Phone: | [redacted] |
| Fax: | [redacted] |
| Email: | [redacted] |

6. List any other ERCOT Memberships held by the Member or any Affiliates (attach extra pages if necessary):

(a) Entity name: _____
Segment: _____

(b) Entity name: _____
Segment: _____

(c) Entity name: _____
Segment: _____

**B. Membership Agreement**

1. **Membership.** Membership in ERCOT is open to any Entity that meets any of the Segment definitions set forth in the Bylaws. Members must be an organization that either operates in the ERCOT Region or represents consumers within the ERCOT Region. Members may join as a Corporate, Associate or Adjunct Member subject to the criteria set forth in the ERCOT Bylaws. Members must apply for Membership through an authorized officer or agent.

2. **Fees.** Annual Member Services Fees are described in the ERCOT Bylaws and may be changed through the procedure set forth therein. Any change in fees shall automatically become effective as to all ERCOT Members without the necessity of amending this Agreement. All Memberships are year to year and must be renewed annually. Annual Member Services Fee renewals will be billed to the Member and shall be due by the record date for the annual membership meeting. Membership fees may not be prorated. This Agreement shall renew in yearly increments upon ERCOT's receipt of the following (1) Member's Renewal Application and (2) Member's applicable Annual Member Services Fee. Any Member may request that the Member's Annual Member Service Fees be waived for good cause shown.

3. **Application for Membership.** Members will submit the following items in order to apply for Membership: (i) payment of the Annual Member Services Fee and (ii) a signed copy of this Agreement. Upon approval, ERCOT will promptly notify Member Applicant of the same.

4. **Change of Designated Representative.** An ERCOT Member may change its representative at any time by written request (signed by a duly authorized representative of the ERCOT Member) submitted to the ERCOT Legal Department.

5. **Suspension and Expulsion.** All ERCOT Members shall abide by the ERCOT Bylaws, as they may be amended from time to time, and any other rule or regulation duly adopted by the Board of Directors. Any ERCOT Member, who willfully violates any provision of this Agreement, the ERCOT Bylaws, or any other rule or regulation duly adopted by the Board of Directors, may be reprimanded, suspended, and/or expelled in accordance with procedures adopted by the Board of Directors or set forth in the ERCOT Bylaws. Such action will affect all persons deriving Membership privileges through such ERCOT Member.

6. **Amendment.** This Agreement may be amended, modified, superseded, canceled, renewed, or extended and the terms and conditions hereof may be waived only by a written instrument executed by both parties hereto or, in the case of a waiver, by the party waiving compliance.

7. **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. Parties consent to the exclusive jurisdiction of Texas.

IN WITNESS WHEREOF, the Member certifies that (i) the Member meets the requirements for ERCOT Membership in the Segment designated herein; (ii) all information provided herein is true and correct to the best of the Member's knowledge; and (iii) through its authorized representative the Member agrees to be bound by the terms of this Agreement, the ERCOT Bylaws and any other requirements duly adopted by the Board of Directors.

By: _____ Date: 12/5/2011

Printed Name: Hiren Mehta
Title: Chief Administration Officer