

EXHIBIT II

2.2 Term of Agreement. Subject to the provisions of Article 2.3, this LGIA shall remain in effect for a period of ten (10) years from the Effective ~~Date or such other longer period as Interconnection Customer may request (Term to be specified in individual agreements)~~ and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice. This LGIA may be terminated by Interconnection Customer after giving Transmission Provider ninety (90) Calendar Days advance written notice, or by Transmission Provider notifying FERC after the Generating Facility permanently ceases Commercial Operation.

2.3.2 Default. Either Party may terminate this LGIA in accordance with Article 17.

2.3.3 Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this LGIA, which notice has been accepted for filing by FERC.

2.4 Termination Costs. If a Party elects to terminate this Agreement pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of the Terminating Party under this LGIA. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this LGIA, unless otherwise ordered or approved by FERC:

2.4.1 With respect to any portion of Transmission Provider's Interconnection Facilities that have not yet been constructed or installed, Transmission Provider shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Transmission Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that

APPENDIX Appendix A TO LGIA
To Agreement

Interconnection Facilities, Network Upgrades and Distribution Upgrades

NOTE: The facilities described in this Appendix are based on the studies conducted in response to the Interconnection Request. In the event that other interconnection customers suspend, terminate or request unexecuted filing of their LGIAs, then additional studies may be required that could result in changes to the Interconnection Facilities and the Network Upgrades and in changes to Interconnection Customer's cost obligations for those facilities.

The Diagram prepared as Figure A-1 illustrates the Point-of-Interconnection of the Interconnection Customer's Facilities and the Transmission Owner's Facilities.

1. Interconnection Facilities:

(a) ~~(a) [insert Interconnection Customer's Interconnection Facilities]:~~ to be designed, procured, constructed, installed and maintained by Interconnection Customer at its sole expense.

(b) ~~[insert Transmission Provider's Intereonnection Facilities]:~~

- 34.5kV underground cable collection circuits;
- One (1) 34.5kV to 115kV transformation substation including 34.5kV and 115kV breakers and switches;
- One (1) 115kV overhead transmission line from the Interconnection Customer's Interconnection Facilities to the Point-of-Interconnection and Point-of-Change-of-Ownership with the Transmission Owner; and
- All necessary relay, protection, control and communication systems required to protect Interconnection Customer's Generating Facilities and Interconnection Facilities and coordinate with Transmission Owner's relay, protection, control, and communication systems.
- Addition of dynamic var source on Interconnection Customer's 34.5 kV bus with the capability of dynamically delivering +30 MVAR to -10 MVAR. Response time for facility will be equivalent to standard static var compensators (SVC's) or static compensators (STATCOM's).

(b) Transmission Owner's Interconnection Facilities to be designed, procured, constructed, installed by Transmission Owner, at Interconnection Customer's sole expense. These facilities will be owned and controlled by Transmission Owner.

- Revenue Metering at Interconnection Substation Including (3) 115kV PTs and (3) 115kV CTs.
- 115kV Circuit Breaker, Dead End Tower and

Interconnection Customer shall tie the ground for its transmission line to the Interconnection Customer's facility line to the ground grid of the Transmission Owner's Stand Alone Network Upgrades at a point provided by the Transmission Owner.

e) Maintenance and Testing:

Transmission Owner will provide Interconnection Customer 30 days notice for planned maintenance and testing that will affect the ability of the generator to remain interconnected to the transmission system. For emergency maintenance and testing, the Transmission Owner will provide notice as soon as the Owner is aware of the need for the emergency maintenance and testing. The Interconnection Customer will provide the Transmission Owner 30 days notice of an outage of the Interconnection Customer facilities that will require electrical clearance at the Interconnection Facility. In the event of the need for an emergency outage of the Generator Facilities, the Interconnection Customer will provide the Transmission Owner notice of the need for electrical clearance as soon as the Interconnection Customer is aware of the need for the outage. Nothing in this paragraph prohibits the Transmission Owner or the Interconnection Customer from opening their respective connection facilities without notice in the event of an Emergency Condition.

f) Provision of ancillary services:

Nothing in this Agreement should be construed as obligating Transmission Owner to provide Ancillary Services to Interconnection Customer. Ancillary Services necessary to deliver the energy produced by the Generator Facilities over the Transmission System, if any, will be provided to Interconnection Customer or any entity purchasing or otherwise acquiring energy generated by the Generator Facilities pursuant to the provisions of the Transmission Provider's Open Access Transmission Tariff or any successor tariff. The output of the Generator Facilities will be dynamically scheduled out of the Transmission Owner's control area.

g) Power Factor:

The Interconnection Customer will be required to maintain the power factor on the output of its generation facilities at the point of interconnection at 1.0, plus or minus 5%. Deviation from the required power factor may result in disconnection of the generation equipment from the Transmission System if so directed by the Transmission Owner or the Transmission Provider.

h) Dynamic Reactive Power: The Interconnection Customer will be required to add a dynamic var source on Interconnection Customer's 34.5 kV bus with the capability of dynamically delivering +30 MVAR to -10 MVAR. Response time for facility will be equivalent to standard static var compensators (SVC's) or static compensators (STATCOM's).

i) Good Utility Practice:

The Interconnection Customer agrees to operate its facilities in accordance with Good Utility Practice. In the event the Transmission Provider or Transmission Owner

determines that the Interconnection Customer is not operating its generation facilities in accordance with Good Utility Practice, or that its operating practices threaten the safety of persons or property or the integrity of the Transmission System, it may require disconnection of the generation facilities.

EXHIBIT III

November 9, 2009

John Lamb
Shooting Star Power Partners, LLC
6305 Carpinteria Ave, Ste. 300
Carpinteria, CA 93013

Subject: Revised Appendices A-C, E, F to GEN-2001-039A Interconnection Agreement
(Shooting Star Power Partners, LLC)

Dear Mr. Lamb:

Please find attached the final and redlined version of the revised Appendices A-C, E and F to the GEN-2001-039A Interconnection Agreement dated October 18, 2006, entered into Southwest Power Pool, Inc. ("SPP") as Transmission Provider, Shooting Star Power Partners, LLC ("Shooting Star") as Interconnection Customer, and Aquila, Inc. (SPP Service Agreement No. 1289). Aquila, Inc. assigned the Interconnection Agreement to Mid-Kansas Electric Company ("MKEC") on March 27, 2007. Appendix D and G have not been revised but are included for completeness.

Appendix A to the Agreement has been revised to reflect the changes in construction estimates during the three year suspension period and to change the construction option from "Option to Build" to "Standard Option". Appendix B has been revised to reflect the new milestones necessary as a result of the three year suspension. Appendix C has been revised to reflect provisions related to auxiliary power. Appendix E and Appendix F have been revised to update the contact information supplied by SPP, MKEC, and Shooting Star for the Agreement.

Please have the appropriate officer sign the signature page below and then forward the signature page to MKEC. After MKEC has signed the execution page, the letter agreement and revised Appendices should be returned to SPP.

SPP is advising Shooting Star, as the Interconnection Customer, that it will take six (6) months as a new market participant to prepare and equip itself to interact with the SPP EIS Market. The registration should be complete no later than forty-five (45) days prior to the energization of the interconnection.

If you have any questions you may contact John Mills at 501-614-3356.

Sincerely,



Carl Monroe, Executive Vice President & Chief Operating Officer
Southwest Power Pool, Inc.

IN WITNESS WHEREOF, the Parties have executed these revised Appendices A-C, E, and F and Appendix D and G to the Interconnection Agreement.

Mid-Kansas Electric Company, LLC

By: 

Title: VP Transmission Policy & Engineering

Date: December 1, 2009

Shooting Star Power Partners, LLC

By **CLIPPER WINDPOWER DEVELOPMENT COMPANY, INC.**

By: 

Title: President

Date: November 13, 2009

EXHIBIT IV

INTERCONNECTION AGREEMENT

Entered into by the

Southwest Power Pool, Inc.,

Aquila Inc., d/b/a Aquila Networks - WPK

And

Shooting Star Power Partners, LLC

entered into on the 18th day of October, 2006

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Appendix B – Milestones

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Appendix E – Commercial Operation Date

Appendix F – Addresses for Delivery of Notices and Billings

Appendix G – Requirements of Generators Relying on Newer Technologies

STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this 17th day of October 2006, by and between Shooting Star Power Partners, LLC, a limited liability Company organized and existing under the laws of the State of Delaware ("Interconnection Customer" with a Large Generating Facility), and Southwest Power Pool, a corporation organized and existing under the laws of the State of Arkansas ("Transmission Provider") and Aquila, Inc. d/b/a Aquila Networks - WPK, a corporation organized and existing under the laws of the State of Missouri ("Transmission Owner"). Interconnection Customer, Transmission Provider and Transmission Owner each may be referred to as a "Party" or collectively as the "Parties."

Recitals

WHEREAS, Transmission Provider operates the Transmission System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Large Generating Facility in Appendix C to this Agreement; and,

WHEREAS, Interconnection Customer and Transmission Provider and Transmission Owner have agreed to enter into this Agreement for the purpose of interconnecting the Large Generating Facility with the Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Standard Large Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Open Access Transmission Tariff (Tariff).