

JOINT OPERATING PROTOCOL FOR THE LINDEN VFT FACILITY

THIS JOINT OPERATING PROTOCOL (“Protocol”) is entered into as of September __, 2009, by and between the New York Independent System Operator, Inc. (“NYISO”), PJM Interconnection, LLC (“PJM”), Consolidated Edison Company of New York, Inc. (“Con Edison”), Linden VFT, LLC (“Linden VFT”), and Cogen Technologies Linden Venture, LP (“Linden Cogen”). The NYISO, PJM, Con Edison, Linden Cogen and Linden VFT are sometimes referred to in this Protocol individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Linden VFT is developing and constructing a fully controllable AC merchant transmission line that will include approximately 350 feet of new 230 kV transmission line, approximately 1000 feet of new 345 kV transmission line, the addition of fluid cooling capability to an existing 8500 foot 345 kV cable, and the facilities necessary to conform power flows to schedules. The merchant transmission line will have a capacity of 300 MWs and will connect PJM and the NYISO (the “Linden VFT Facility”);

WHEREAS, the NYISO Real Time Scheduling system secures transmission facilities that are under the NYISO’s operational control, along with selected New York Transmission Owner (“NYTO”) transmission facilities, to applicable ratings;

WHEREAS, in accordance with New York State Reliability Council (“NYSRC”) Reliability Rule E-R1, the 42232 Gowanus-Greenwood 138 kV line and Phase Angle Regulator (“PAR”) 14 are subject to an exception (currently NYSRC Exception Reference No. 14 for the simultaneous loss of feeders 21 and 22, Gowanus-Fresh Kills 345 kV) related to their allowable post-contingency loading;

WHEREAS, the Linden VFT Facility is scheduled to go into service in December 2009, with initial test energy scheduled to flow on or about September 14, 2009;

WHEREAS, Schedule 16 of the PJM Open Access Transmission Tariff (“Schedule 16”) provides the terms and conditions for transmission service over the Linden VFT Facility;

WHEREAS, curtailment of schedules on the Linden VFT Facility is governed by Section 4.5 of Schedule 16 and shall be pursuant to the PJM Tariff, NERC Reliability Standards and this Protocol;

WHEREAS, Schedule 16 contains a reference to this Protocol which will be posted on the PJM website; and

WHEREAS, in an order issued on June 12, 2009, in Docket No. ER09-996-000, 127 FERC ¶ 61,240 (2009), the Federal Energy Regulatory Commission (the “Commission”) directed PJM to file this Protocol with the Commission and post it on the PJM website no later than 30 days before the in-service date of the Linden VFT Facility.

NOW, THEREFORE, for good and valuable consideration, the mutual receipt of and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

This Protocol addresses interchange transaction curtailments regarding the operation of the variable frequency transformers at the Linden VFT Facility, under the pre-contingency and post-contingency NYISO operating conditions described below.

This Protocol sets forth how the Parties will take both pre-contingency and post-contingency action with respect to NYSRC Exception Reference No. 14 and Sections 9.6.2 and 13.4 of the Interconnection Agreement among NYISO, Con Edison and Linden VFT (accepted for filing by the FERC in Docket No. ER08-618) by managing the schedules and actual output on the Linden VFT Facility and of Linden Cogen during normal and emergency conditions while satisfying all applicable NYSRC rules. NYSRC Exception Reference No. 14 applies only when the Linden Cogeneration Facility is online.

Unless otherwise specified, all notifications and communications required in the Post-Contingency and Pre-Contingency Action Plans that are set forth below shall occur between the Parties’ control rooms, by telephone. Communications to effectuate the Post-Contingency and Pre-Contingency Procedures shall occur as soon as practicable, in light of the circumstances presented.

I. POST-CONTINGENCY PROCEDURE

1. Post-contingency action may be directed in the event of: (1)(i) the simultaneous loss of feeders 21 and 22, Gowanus - Fresh Kills 345 kV and (ii) the Long Term Emergency (“LTE”) rating on the 42232 Gowanus-Greenwood line, or on PAR 14 at Gowanus, is exceeded on an actual flow basis; or (2) in response to any other condition for which Con Edison is authorized to take action to interrupt or reduce Linden VFT Facility flows to protect its facilities from physical damage, or to prevent injury or damage to persons or property consistent with Sections 9.6.2 or 13.4 of the Interconnection Agreement among the NYISO, Con Edison and Linden VFT (accepted for filing by the FERC in docket no. ER08-618).
2. When any or all of the conditions specified in paragraph 1 above, occur, Con Edison may contact the Linden VFT Facility Operator and direct it to implement a specific MW reduction, or a reduction of flows to zero MW immediately.

Note: as Reliability Coordinators, PJM and the NYISO can, if required and studied, direct power flow into PJM via the Linden VFT Facility in an emergency. This action should not be relied upon as a normal action.

3. Con Edison will then immediately inform the NYISO of the actions taken.
4. The NYISO will immediately contact PJM and inform PJM that Con Edison has directed a MW reduction on the Linden VFT Facility.
5. The Linden VFT Facility Operator will notify PJM that it received a direction from Con Edison to reduce the flow over the Linden VFT Facility and confirm the actions it has taken in response to Con Edison's directive.
6. If the 42232 Gowanus – Greenwood line loading or PAR 14 at Gowanus actual flow is not, or is not expected to be, below applicable Short Term Emergency ("STE") ratings within five (5) minutes and below applicable LTE ratings within an additional five (5) minutes, Con Edison may operate or direct operation of the required breakers to remove the Linden VFT Facility and/or Linden Cogen facilities from the Con Edison system, or take other actions it determines are necessary to protect its facilities from physical damage, or to prevent injury or damage to persons or property.
7. The NYISO and PJM will modify transactions accordingly and will agree on the new Linden VFT Facility interchange schedule resulting from any post-contingency interchange transaction curtailments. PJM will contact the Linden VFT Facility Operator and Public Service Electric & Gas ("PSE&G") and inform them of the new interchange schedule. The NYISO will inform Con Edison of the new schedule.
8. Once the post-contingency LTE violations have cleared, the NYISO will confirm with Con Edison and notify PJM that the expected post-contingency flows are below ratings.
9. PJM will then notify PSE&G and the Linden VFT Facility Operator that the expected post-contingency flows are below ratings and normal Linden VFT Facility scheduling may be resumed.
10. No more than fifteen (15) business days after an instance in which Con Edison directs action pursuant to this Protocol, Con Edison shall provide a report of the incident, including technical data identifying the system conditions that necessitated its actions, to the NYISO and PJM control rooms via electronic mail. Con Edison may request confidential treatment of its report and the NYISO and PJM shall honor any such request in accordance with the provisions of their respective tariffs addressing the treatment of data submitted pursuant to a claim of confidentiality.

II. PRE-CONTINGENCY PROCEDURE

11. In addition to the procedures specified in paragraphs 12 through 15 below, the NYISO may take pre-contingency actions with respect to the Linden VFT Facility, as consistent with the NYISO's tariffs, rules, and procedures.
12. The NYISO will notify PJM when the predicted post-contingency flows on 42232 Gowanus – Greenwood line, or on PAR 14 at Gowanus, exceed post-contingency LTE ratings and will indicate the amount of Linden VFT Facility interchange transaction curtailments, if any, that are required. PJM will notify PSE&G and the Linden VFT Facility Operator of the control actions being implemented regarding the Linden VFT Interconnection.
13. If pre-contingency action is required, the NYISO and PJM will agree on the new Linden VFT Facility interchange schedules and modify transactions accordingly.
14. PJM and the NYISO will each analyze the impact of predicted post-contingency interchange transaction curtailments on their respective systems within thirty (30) minutes. If any post-contingency Linden VFT Facility interchange transaction curtailments will adversely impact other PJM or NYISO facilities (*i.e.*, are expected to result in actual overloads), a pre-contingency action plan may need to be developed by PJM and the NYISO. PJM may take pre-contingency actions based on any predicted post-contingency curtailments. PJM will notify PSE&G and the Linden VFT Operator of any expected reliability impacts, and of any pre-contingency action plan.
15. The NYISO will inform Con Edison of the mutually agreed upon control action that was developed with PJM. PJM will inform PSE&G of the mutually agreed upon control action that was developed with the NYISO.

III. MISCELLANEOUS

16. **LIMITATION ON LIABILITY.** No Party shall have any liability to another Party, whether based on contract, warranty, tort, strict liability, or any other theory, for any lost profits, lost revenues, lost use of facilities, lost data, attorney's fees, or any other direct, indirect, incidental, consequential, special, exemplary, or punitive damages, regardless of whether or not a Party has knowledge that such damages may occur.
17. **INDEMNIFICATION.** The Parties shall indemnify, defend and hold harmless each other (and their directors, officers, employees, and agents) for any Third-Party Claims arising from the indemnifying Party's negligence or willful misconduct, or the negligence or willful misconduct of the indemnifying Party's employees, agents, suppliers, contractors or subcontractors in connection with the performance of this Agreement. "Third Party Claims" means all claims, demands, losses, costs, expenses, damages (including, without limitation, direct,

indirect, incidental, consequential, special, exemplary, and punitive damages), judgments, actions, payments made in settlement, arbitration awards, and liabilities, including reasonable attorney's fees, arising out of death, bodily injury or property damage brought by any individual, entity, partnership, association, or governmental authority which is not a Party to this Protocol (each a "Third Party").

18. **EXCUSE FOR DELAY OR NONPERFORMANCE.** If a Party is delayed in or prevented from carrying out its obligations under this Protocol because of a Force Majeure, the Party will not be deemed in breach of this Protocol, provided that the Party: (1) promptly notifies the other Parties of the Force Majeure and confirms that notice in writing, as soon as feasible; (2) uses commercially reasonable efforts to mitigate the effects of the Force Majeure, remedy its inability to perform, and resume full performance of its obligations under this Protocol; (3) keeps the other Parties reasonably apprised of efforts to overcome the Force Majeure; and (4) provides written notice of the resumption of performance under this Protocol.
19. **NOTICES.** Formal notices, authorizations, and consents that do not relate to the implementation of the Post-Contingency Procedure or the Pre-Contingency Procedure that are required or permitted under this Protocol will be deemed properly given if: (1) provided in writing and delivered in person; (2) delivered to a nationally recognized overnight courier service and properly addressed with delivery charges prepaid; or (3) sent by electronic communication or facsimile, with conformation of successful transmission, to the intended recipient as follows:

If to PJM:

Michael J. Kormos
PJM Interconnection, L.L.C.
955 Jefferson Avenue
Norristown, PA 19403
Senior Vice President - Operations
kormosmj@pjm.com
(610) 666-8943

If to the NYISO:

Ricardo T. Gonzales
Vice President, Operations
New York Independent System Operator, Inc.
3890 Carman Road
Schenectady, New York 12303
rgonzales@nyiso.com
(518) 356-6116

If to Linden VFT:

Asset Manager
800 Long Ridge Rd.
Stamford, CT 06927
daniel.walsh@ge.com
(203) 357-4740

If to Linden Cogen:

Asset Manager
2581 Brunswick Avenue
Linden, NJ 07036-2433
thomas.milillo@ge.com
(908) 474-0800

If to Con Edison:

Mr. Robert Sanchez
System Operations General Manager
Consolidated Edison Company of New York, Inc.
128 West End Avenue
New York NY 10023
sanchezro@coned.com
(212) 580-6781

20. **DISPUTES.** Nothing in this Protocol is intended to restrict the rights of any Party to file a complaint with the Commission under relevant provisions of the Federal Power Act regarding matters properly under the Commission's jurisdiction.
21. **GOVERNING LAW.** This Protocol will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Delaware, without reference to its rules relating to choice of law, except to the extent preempted by the laws of the United States of America.
22. **RELATIONSHIP OF PARTIES; NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Protocol will be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to any of the Parties. Each Party will be individually responsible for its own covenants, obligations, and liabilities under this Protocol. Nothing in this Protocol will be construed to create any duty to, any standard of care with reference to, or any liability or inference of liability to a Third Party.

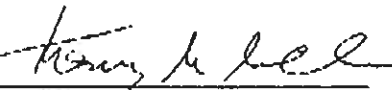
23. **NO CONFLICTING AGREEMENTS OR OBLIGATIONS.** Each Party represents and warrants that the execution of this Protocol, and the performance of its obligations under it, have been duly authorized and do not conflict with any other agreements or binding obligations applicable to it.
24. **ASSIGNMENT.** This Protocol will inure to the benefit of, and be binding upon, the Parties and their respective successors and assignees. Subject to sixty (60) days prior notice to all Parties, any Party may assign, transfer, or subcontract all or any part of its rights and obligations under this Protocol, provided that the Party whose rights and obligations have been assigned, transferred, or subcontracted will continue to have the primary responsibility for all of its obligations set forth in this Protocol, unless relieved of its obligations by written consent of the other Parties, which consent will not be unreasonably withheld, delayed or conditioned.
25. **WAIVER.** Any waiver at any time by any Party of its rights with respect to any breach of this Protocol, or with respect to any other matter arising in connection with this Protocol, will not constitute or be deemed a waiver with respect to any other breach or other matter arising in connection with this Protocol.
26. **COUNTERPARTS.** This Protocol may be executed in counterparts, which taken together will constitute a single original document.
27. **EXECUTION AND EFFECTIVE DATE.** This Protocol has been executed by duly authorized representatives of the Parties and shall become effective as of the date operation over the Linden VFT Facility commences.
28. **REGULATORY FILING.** Other than the filing described in Article 8, PJM and NYISO shall be responsible for any required filing of this Protocol with the Commission, which filing (if required) shall be made promptly after this Protocol is executed by all Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

FOR COGEN TECHNOLOGIES LINDEN VENTURE, L.P.

By: Cogen Technologies Linden, Ltd.,
its general partner

By: East Coast Power Linden GP, L.L.C.,
its general partner

By: 

Name: Thomas M. Milillo
Title: Vice President

Date: 9.10.09

FOR LINDEN VFT, LLC

By: Linden VFT Holding, LLC
its: Managing Member

By: Aircraft Services Corporation
its: Managing Member

By: 

Name: Daniel S. Walsh
Title: Vice President

Date: 9-9-09

FOR THE CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

By: _____

Name: Milovan Blair
Title: Vice President of Transmission System Operations

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

FOR COGEN TECHNOLOGIES LINDEN VENTURE, L.P.

By: Cogen Technologies Linden, Ltd.,
its general partner

By: East Coast Power Linden GP, L.L.C.,
its general partner

By: _____
Name: Thomas M. Milillo
Title: Vice President

Date: _____

FOR LINDEN VFT, LLC


By: Linden VFT Holding, LLC
its: Managing Member

By: Aircraft Services Corporation
its: Managing Member

By: _____
Name: Daniel S. Walsh
Title: Vice President

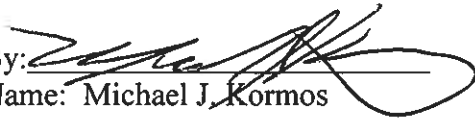
Date: _____

FOR THE CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

By: 
Name: Milovan Blair
Title: Vice President - System and Transmission Operations

Date: 9/10/09

FOR PJM INTERCONNECTION, LLC

By: 
Name: Michael J. Kormos
Title: Senior Vice President - Operations

Date: 9/10/05

FOR THE NEW YORK INDEPENDENT SYSTEM OPERATOR, INC.

By: _____
Name: Ricardo T. Gonzales
Title: Vice President, Operations

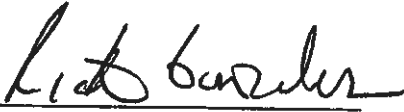
Date: _____

FOR PJM INTERCONNECTION, LLC

By: _____
Name: Michael J. Kormos
Title: Senior Vice President - Operations

Date: _____

FOR THE NEW YORK INDEPENDENT SYSTEM OPERATOR, INC.

By: 
Name: Ricardo T. Gonzales
Title: Vice President, Operations

Date: 9-10-2009