



EXHIBIT J

TERMS FOR TERMINATION COMPENSATION

In the event of termination of the Contract under Section 4.3.1 (Completion Deadline), Section 15.1 (Termination for Convenience), Section 15.8 b) or 15 c) (Suspension of Work; Failure to Issue NTP), Section 16.2.1 c) (Contractor Default), or Section 16.3 (Termination for Commission Default) the Termination Compensation determined as set forth below, not to include duplication of any amounts, shall be payable by Commission as and when set forth in Section E below.

A. Compensation on Termination for Convenience or Commission Default

- a) The Termination Compensation under this Section A shall be an amount equal to the following, calculated as of the date of payment:
 - i) The Senior Debt Termination Amount; plus
 - ii) The Subordinated Debt Termination Amount; plus
 - iii) Any outstanding contributed, unreturned and non-recoverable Subscribed Equity Amount; plus
 - iv) An amount equal to the sum of all [reasonable and] documented Breakage Costs; plus
 - v) An amount which, if paid on the date of payment by the Commission and added to distributions to Affiliates of the Contractor previously paid will yield an after-tax internal rate of return over the full Term projected in the Base Case Financial Model, having regard to distributions made prior to the Early Termination Date, and applying the marginal tax rates assumed in the Base Case Financial Model; or at the Contractor's option, represent the Fair Market Value of the Contractor's Interest as at the Early Termination Date; plus
 - vi) The reimbursement of costs of any portion of the Financial Assurance Package arranged by the Contractor pursuant to the terms of the Contract for Work not completed; plus.
 - vii) The amount necessary to reimburse reasonable and documented out-of-pocket costs incurred by the Contractor-Related Entities to demobilize and terminate contracts with third parties for performance of Work and any other costs, including costs of legal and other advisors, incurred by the Contractor to comply with its obligations



- pursuant to Section 15.3 (Contractor Responsibilities upon Termination); minus
- viii) Any amount standing to the credit of any bank or other financial account of the Contractor which has not been applied to pay the costs of the Work or the financing thereof; minus
 - ix) Any amounts actually received by the Contractor pursuant to insurance contracts maintained by the Contractor with respect to the Project, with the exception of proceeds used to reinstate the Work or paid in response to allowable claims.

B. Compensation on Termination for Force Majeure Event

- a) In the event of termination of the Contract under Section 12 (Termination for Force Majeure Event), the Termination Compensation, determined as set forth in clause b) below, not to include duplication of any amounts, shall be payable by the Commission as and when set forth in Section E below.
- b) The Termination Compensation under this Section B shall be an amount equal to the following, calculated as of the date of payment:
 - i) The Senior Debt Termination Amount; plus
 - ii) The Subordinated Debt Termination Amount; plus
 - iii) Any outstanding contributed, unreturned and non-recoverable Subscribed Equity Amount; plus
 - iv) An amount equal to the sum of all [reasonable and] documented Breakage Costs; plus
 - v) An amount which, if paid on the date of payment by the Commission and added to distributions to Affiliates of the Contractor previously paid will a) yield an after-tax annual rate of return through the Early Termination Date of [XX%, execution version to specify percentage equal to the after-tax internal rate of return over the full Term, as projected in the Base Case Financial Model], having regard to distributions made prior to the Early Termination Date, and applying the marginal tax rates assumed in the Base Case Financial Model or b) at the Contractor's option, represent the Fair Market Value of the Contractor's Interest as at the Early Termination Date; plus
 - vi) The amount necessary to reimburse reasonable and documented out-of-pocket costs incurred by the Contractor-Related Parties to demobilize and terminate contracts with third parties for performance



of Work and any other costs, excluding costs of legal and other advisors, incurred by the Contractor to comply with its obligations pursuant to Section 15.3 (Contractor Responsibilities upon Termination); minus

- vii) Any amount standing to the credit of any bank or other financial account of the Contractor which has not been applied to pay the costs of the Work or the financing thereof; and minus
- viii) Any amounts actually received by the Contractor pursuant to insurance contracts maintained by the Contract with respect to the Project, with the exception of proceeds used to reinstate the Work or paid in response to allowable claims.

C. Compensation on Termination for the Contractor Default

- a) In the event of termination of the Contract under Section 16.2.1 c) (Contractor Default) or Section 4.3.1(Completion Deadline), the Termination Compensation determined as set forth in clause b) below, shall be payable by the Commission as and when set forth in Section E below.
- b) The Termination Compensation under this Section C shall be the amount equal to the following, calculated as of the date of payment: The Senior Debt Termination Amount, without set-off or deduction, other than any amounts provided from the Contractor's Financial Assurance Package that have not been expended on the Work.
- c) To the extent any damages are due and payable to the Commission in accordance with the Contract pursuant to Section 16.2.3, or otherwise due and owing pursuant to Section 11.4, the Contractor shall pay such amounts within 60 Calendar Days following the Early Termination Date. However, payment thereof shall not be a condition to payment by the Commission of the Senior Debt Termination Amount pursuant to clause b) above.

D. Compensation for Failure to Issue Final NTP

- a) In the event of termination of the Contract under Section 1.12 [not to include exceeding Market Rate Adjustment] for the Commission's failure to issue the Final NTP or delay the issuance of the Final NTP for more than 30 Calendar Days after the Scheduled Date for Financial Close, the Termination Compensation determined as set forth in clause b) below, shall be payable by the Commission within 30 days following such termination in immediately available funds.
- b) The Termination Compensation under this Section D shall be an amount equal to the following, calculated as of the date of payment: all of the



Contractor's documented Costs and expenses incurred in connection with the preparation of the Proposal and the execution and performance of the Contract, including, without limitation, all fees and expenses incurred by its legal, financial, technical, insurance and other advisors, and other development Costs, including all such Costs incurred by the Contractor or its Subcontractors after the issuance of the Limited NTP pursuant to Section 4.2.

E. Timing of Payment

- a) If the Contract is terminated for any reason, termination shall be valid and effective on the date Notice of Termination is delivered, but the Commission shall continue to make any payment owed the Contractor in accordance with the Payment Schedule until the Termination Compensation has been paid; and the Commission shall deliver to the Contractor, in immediately available funds, within 120 Calendar Days after the Early Termination Date, the Termination Compensation that is due with interest thereon at LIBOR in effect from time to time for the period from the Early Termination Date to the date of payment less the amount of any payment made following the Early Termination Date (the "Lump Sum Payment").
- b) If as of the date the Commission tenders payment under clause a) above the parties have not agreed upon the amount of Termination Compensation due, then:
 - i) The Commission shall proceed with such payment to the Contractor;
 - ii) Within 30 Calendar Days after receiving such payment the Contractor shall deliver to the Commission written notice of the additional amount of Termination Compensation that the Contractor in good faith determines is still owing the "disputed portion";
 - iii) The Commission shall pay the disputed portion of the Termination Compensation to the Contractor in immediately available funds within 30 Calendar Days after the disputed portion is determined pursuant to Section 19, and also shall pay interest thereon, at a floating rate equal to the LIBOR in effect from time to time for the period from the Early Termination Date until paid, plus 200 basis points for the period from the date 60 Calendar Days after the Early Payment Date until paid;
- c) If it is determined by settlement or final judgment that the Termination Compensation due from the Commission is less than the payment previously made by the Commission, then within 30 Calendar Days after the date of settlement or final judgment the Contractor shall reimburse the excess payment, together with interest thereon at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, from the date of overpayment until the date of reimbursement.



- d) If any amount of Termination Compensation due under Sections B or C above, from the Commission is greater than the lowest Payment Installment, the Commission shall have the option to make the Lump Sum Payment over time under mutually agreeable financing terms based on then current market conditions, until the obligation is retired. Items payable under Section B(vi) shall be paid pursuant to clauses (a) through (c) of this Section.

F. Subscribed Equity Requirement

Payment of the Senior Debt Termination Amount, pursuant to any of the above clauses in this Exhibit J shall be made on the condition precedent that the shareholders or members of the Contractor shall have made a Subscribed Equity contribution in an amount no less than 8% of the aggregate of Project Costs incurred through the Early Termination Date less the amount of any Early Payment Installments received by the Contractor as of the earlier of the Early Termination Date or Completion of Initial Construction.