Exhibit J

LIQUIDATED DAMAGES

1.1 Outage Day Liquidated Damages

If Contractor fails to achieve a Tie-in during the applicable Tie-in Outage or, during the performance of the Work, causes a Unit to remain (or be taken or forced) out of service or operate on a restricted basis for all or a portion of a Day (each a “Unit Outage Day,” for example, if two Units are forced out of service for all or part of one Day, that would constitute two Unit Outage Days), Contractor shall pay Owner, as liquidated damages the sum of One Hundred Sixty Five Thousand Dollars ($165,000.00) with respect to Unit 1, One Hundred Sixty Five Thousand Dollars ($165,000.00) with respect to Unit 2, Two Hundred Thousand Dollars ($200,000.00) with respect to Unit 3, and Two Hundred Thousand Dollars ($200,000.00) with respect to Unit 4 for each Unit Outage Day for such Unit. Contractor shall not be liable for liquidated damages under this Section 1.1 to the extent that any applicable Unit Outage Day is attributable to failure by Owner to exercise commercially reasonable efforts (but not including the performance of any Work to be performed by Contractor) in accordance with Prudent Utility Practices (i) to return the applicable Unit to service as soon as practicable and (ii) to maintain it in service.

1.2 Commercial Operation Date Delay

If Contractor fails to achieve Commercial Operation by the Guaranteed Commercial Operation Date, then Contractor shall pay Owner, as liquidated damages, the sum One Hundred Sixty Five Thousand Dollars ($165,000.00) with respect to Subproject 1, One Hundred Sixty Five Thousand Dollars ($165,000.00) with respect to Subproject 2, Two Hundred Thousand Dollars ($200,000.00) with respect to Subproject 3, Two Hundred Thousand Dollars ($200,000.00) with respect to Subproject 4 and Five Thousand ($5,000.00) with respect to Subproject 5, for each Day (pro rata) thereof that the Commercial Operation Date is delayed beyond the applicable Guaranteed Commercial Operation Date. It is agreed by the Parties that the liquidated damages set forth in this Section 1.2 relate solely to Contractor's failure to achieve Commercial Operation by the Guaranteed Commercial Operation Date. When Contractor submits a notice in accordance with Section 6.7 of the Agreement that it has achieved Commercial Operation and Owner issues the Certificate therefore concurring with such notice, for the purposes of this Section 1.2 only, the date of achievement Commercial Operation will be deemed to be the date Owner received such notice.
1.3 Consumption Limit and Pressure Drop Liquidated Damage.

1.3.1 Consumption Limits Liquidated Damages. If prior to Contractor achieving Commercial Operation for a Subproject, it fails to achieve all of the Guaranteed Consumption Limits (as defined in Exhibit G) for that Subproject, then Contractor shall prior to Commercial Operation pay to Owner, for such failure, as liquidated damages, the sum of:

(i) Three Thousand Five Hundred Dollars ($3,500.00) for each kW (prorated for a fraction thereof) by which (a) WFGD Auxiliary Power Consumption is greater than the Guaranteed WFGD Auxiliary Power Consumption Limit; (b) PJFF Auxiliary Power Consumption is greater than the Guaranteed PJFF Auxiliary Power Consumption Limit; (c) Subproject BOP Auxiliary Power Consumption is greater than the Guaranteed Subproject Auxiliary Power Consumption Limit; and (d) Subproject 5 Auxiliary Power Consumption is greater than the Guaranteed Subproject 5 Auxiliary Power Consumption Limit.

(ii) Two Thousand Five Hundred Dollars ($2,500.00) for each pound per hour by which the Limestone Consumption Limit Test exceeds the Guaranteed WFGD Limestone Consumption Limit;

(iii) Two Hundred Thousand Dollars ($200,000.00) for each pound per hour (pounds are rounded up to the nearest whole pound) by which the PAC Consumption Limit Test exceeds the Guaranteed PAC Consumption Limit;

(iv) Twenty Thousand Dollars ($20,000.00) for each pound per hour (pounds are rounded up to the nearest whole pound) by which the Sorbent Consumption Limit Test exceeds the Guaranteed Sorbent Consumption;

and

(v) All costs associated with the installation of Owner specified Equipment and Materials to provide the quantity of air in which the results of the Compressed Air Consumption Limit Test exceeds the Guaranteed Compressed Air Consumption Limit;

provided, before Contractor shall be entitled to pay such liquidated damages, it shall first be obligated to diligently and in good faith exhaust all feasible efforts to repair or otherwise correct (including redesign) any failure to achieve such Guaranteed Consumption Limits unless such corrective actions, when viewed objectively taking into account Prudent Utility Practices, are wholly disproportionate to the benefits to be attained.
1.3.2 Pressure Drop Liquidated Damages. If prior to Contractor achieving Commercial Operation for a Subproject it fails to achieve each of the Guaranteed Pressure Drops, then Contractor shall prior to Commercial Operation pay to Owner for such failure, as liquidated damages, and not as a penalty:

(a) the sum of $75,000.00 for each one-tenth of each inch of water column that the WFGD Pressure Drop Exceeds the Guaranteed WFGD Pressure Drop

(b) the sum of $60,000.00 for each one-tenth of each inch of water column that the PJFF Pressure Drop Exceeds the Guaranteed PJFF Pressure Drop,

(c) The sum of $60,000.00 for each one-tenth of each inch of water column that the Subproject BOP Pressure Drop Exceeds the Guaranteed Subproject BOP Pressure Drop;

provided, before Contractor shall be entitled to pay such liquidated damages, it shall first be obligated to diligently and in good faith exhaust all feasible efforts to repair or otherwise correct (including redesign) any failure to achieve the Guaranteed Pressure Drop unless such corrective actions, when viewed objectively taking into account Prudent Utility Practices, are wholly disproportionate to the benefits to be attained.

1.4 Availability Guaranteed Availability Liquidated Damages. If a Subproject fails to achieve the Guaranteed Availability, Contractor will pay to Owner, as liquidated damages, $165,000.00 for each Day (pro-rated on an hourly basis for a portion of a Day) by which the Guaranteed Availability is not met. For avoidance of doubt, this provision liquidates only Owner's damages resulting from having an excess number of days not meeting the Guaranteed Availability. This provision does not liquidate, and Contractor remains liable for, any and all warranty obligations under this Agreement.