



Target Cost Amendment Exhibit CC: Project Goals

This Exhibit is incorporated into the accompanying Agreement dated the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE CC.1 PROJECT GOALS

In addition to any Incentive Compensation available to the Non-Owner Members pursuant to Section 10.1 Incentive Compensation of the Agreement, the Company shall pay Goal Achievement Compensation to the Non-Owner Members upon achievement of Project Goals. All Members have mutually agreed upon the Project Goals and the Goal Achievement Compensation associated with each Project Goal, and have listed them in the table below. Descriptions of the Project Goals, measurements for their achievement, and the method for apportioning payment of the total Goal Achievement Compensation among the Non-Owner Members is provided below in Section CC.2. The Members agree that if a Project Goal is achieved, all Non-Owner Members shall receive a portion of the total Goal Achievement Compensation in accordance with the proportional distribution set forth in Section CC.2.

Project Goal	Amount of Goal Achievement Compensation
Goal 1 – Achievement of the Project Schedule	\$
Goal 2 –	\$
Goal 3 –	\$
Goal 4 –	\$

ARTICLE CC.2 PROJECT GOALS AND MEASUREMENTS

§ CC.2.1 GOAL 1: PROJECT SCHEDULE

§ CC.2.1.1 Description: The Project Management Team has created the Project Schedule set forth in Exhibit EE to the Target Cost Amendment which established the estimated date of Substantial Completion.

§ CC.2.1.2 Measurement: The Company shall award Goal Achievement Compensation for completing the Project in on or before the estimated date of Substantial Completion established in the Project Schedule.

§ CC.2.1.3 Goal Achievement Compensation: If the Project achieves Substantial Completion on or before the estimated date of Substantial Completion established in the Project Schedule, each Non-Owner Member shall be entitled to receive a portion of the Goal Achievement Compensation set forth in Article CC.1, as stated below:
(Describe the apportionment of the Goal 1 compensation among the Non-Owner Members.)

§ CC.2.2 GOAL 2:

§ CC.2.2.1 Description:

(Describe, in detail, the nature of Goal 2.)

§ CC.2.2.2 Measurement:

(Describe, in detail, the standards and metrics based upon which the Members may determine the extent to which Goal 2 has been achieved.)

§ CC.2.2.3 Goal Achievement Compensation:

(Describe the apportionment of the Goal 2 compensation among the Non-Owner Members.)

§ CC.2.3 ADDITIONAL PROJECT GOALS

(Following the same format as used in Section CC.2.2, identify below other Project Goals, measurement, and apportionment of compensation.)

§ CC.2.4 FAILURE TO MEET PROJECT GOALS

If any of the Project Goals are not achieved, the Target Cost shall be adjusted downward in an amount equal to the Goal Achievement Compensation that the Company did not award. That adjustment shall be set forth in an amendment to the Agreement pursuant to Article 9 Amendments.