

**BRAZOS ELECTRIC POWER
COOPERATIVE, INC.**

Plaintiff,

v.

**PONDEROSA PINE ENERGY
L.L.C., et al.**

Defendants.

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IN THE DISTRICT COURT

OF JOHNSON COUNTY

249TH JUDICIAL DISTRICT

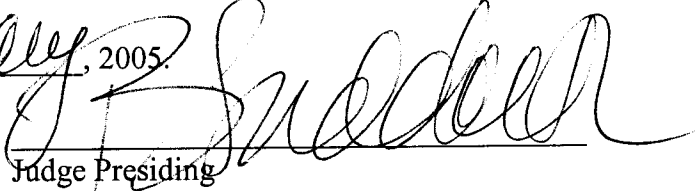
**AGREED AMENDED ORDER REGARDING
ELECTRONIC SERVICE OF DOCUMENTS**

THIS MATTER having been brought before the Court for adoption of procedures for electronic service in this litigation, and good cause having been shown,

1. As of February 15, 2005, except as expressly provided herein, all counsel shall utilize the File and Serve Service (“File & Serve”) provided by LexisNexis CourtLink Inc. (“LNCL”) to electronically serve pleadings, documents, exhibits and other information in this litigation. Under this Order, Electronic Service (“e-service”) means the electronic transmission of documents to a party, attorney or representative. Electronic Service does not include service of process or summons to gain jurisdiction over persons or property.
2. Delivery of e-service documents through File & Serve to other counsel and their staff (“Users”) shall be considered as valid and effective service and shall have the same legal effect as an original paper document. Recipients of e-service documents shall access their documents through File & Serve.
3. Users shall effectuate e-service by transmitting documents to File & Serve through a secure Internet website that shall be maintained by LNCL and selecting service recipients from the displayed service list or manually entered recipients. Certificates of Service shall be prepared in the traditional manner and shall state that a document was transmitted using File & Serve pursuant to this Order.
4. The File & Serve system is designed to provide timely notice to service recipients by posting documents online. The system provides notice to served Users by posting a notice to the File & Serve website. Additionally, the File & Serve system allows attorneys and their staff to receive a courtesy email notification each time a document is served on an attorney in their firm. No email notice will be provided unless each User has configured their user profile to receive such notification. In any event, Users are responsible for checking the File & Serve website for documents served to their firm. LNCL shall provide Users with the capability to search, view and retrieve documents online, including an index of all documents served through File & Serve in this matter.

5. Upon registering online with LexisNexis File & Serve at www.lexisnexis.com/fileandserve, the system shall assign confidential usernames and passwords to registered Users. Additional Users may be added at any time. No User shall knowingly authorize or permit his or her username or password to be utilized by anyone else.
6. E-service shall be deemed equivalent to service by telephonic document transfer to the recipient's current telecopier number on the date indicated by the File & Serve authorized date when the authorized date is prior to 5:00 p.m. central time. If the authorized date is after 5:00 p.m. central time, then service is deemed complete on the date following the authorized date.
7. Every pleading, document, and instrument electronically served shall be deemed to have been signed by the judge, clerk, attorney or declarant and shall bear a facsimile or typographical signature of such person. Typographical signatures shall be treated as personal signatures for all purposes under this Order. Documents containing signatures of third-parties (i.e., unopposed motions, affidavits, stipulations, etc.) may also be served electronically by indicating that the original signatures are maintained by the serving party in paper format.
8. Nothing in this Order shall relieve any party from their filing obligations imposed by the Rules of Court or Local Rules; use of File & Serve is not a substitute for filing original documents with the Clerk's Office. All pleadings must be filed in the Clerk's Office in the usual course.
9. Each party shall bear its own cost in the use of the File & Serve service according to the then current File & Serve fee schedule. Counsel have agreed to employ e-service and enter into their own agreements with LNCL.
10. If electronic service does not occur because of (1) an error in the transmission of the document to LNCL or served party which was unknown to the sending party, (2) a failure to process the electronic document when received by LNCL, (3) a party erroneously excluded from the service list when attributed to LNCL, or (4) other technical problems experienced by the filer or LNCL, the party or parties affected shall, absent extraordinary circumstances, be entitled to an order extending the date for any response or the period within which any right, duty or other act must be performed.
11. Users of the system shall notify File & Serve within 10 days of any change in firm name, delivery address, fax number or email address.
12. Usage of File & Serve by registered firms and their Users shall be subject to the LNCL File & Serve terms and conditions which are available at www.lexisnexis.com/fileandserve.
13. Counsel may serve confidential documents using File & Serve by selecting individual service recipients and marking their filings "serve only-private." Counsel are responsible for all such confidential designations.

So, ORDERED.

Signed this 8th day of February, 2005.

Judge Presiding