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Project No. 35077

Amendment No. 1

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

Between

Sharyland Utilities, L.P.

and

Golden Spread Electric Cooperative, Inc.

December 13, 2013

420

AMENDMENT NO. 1 TO THE
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
BETWEEN
SHARYLAND UTILITIES, L.P.
AND
GOLDEN SPREAD ELECTRIC COOPERATIVE, INC.

This Amendment No. 1 to the ERCOT Standard Generation Interconnection Agreement between Sharyland Utilities, L.P. and Golden Spread Electric Cooperative, Inc. (this "Amendment") is made on this 13th day of December, 2013 by and between Sharyland Utilities, L.P. ("Transmission Service Provider"), and Golden Spread Electric Cooperative, Inc. ("Generator"). Transmission Service Provider and Generator are sometimes collectively referred to herein as "Parties."

WITNESSETH

WHEREAS, Transmission Service Provider and Generator are parties to that certain ERCOT Standard Generation Interconnection Agreement effective March 28, 2013 (the "Interconnection Agreement");

WHEREAS, the Interconnection Agreement provides terms and conditions that allow for the amendment of the Interconnection Agreement as mutually agreed by the Parties;

WHEREAS, Generator has requested to change the Interconnection Agreement to include additional Generating Units;

WHEREAS, Generator and Transmission Service Provider have developed additional provisions related to operation of generating units that are capable of interconnection with either the Electric Reliability Council of Texas (ERCOT) or the Southwest Power Pool (SPP), but which will never be simultaneously connected to both; and

WHEREAS, the Parties have agreed to amend Exhibits B and C in furtherance of the foregoing matters.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, the Parties agree as follows:

I. CAPITALIZED TERMS

Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Interconnection Agreement, as amended and supplemented by this Amendment.

II. AMENDMENT TO THE AGREEMENT

A. The Terms of this Amendment shall become effective on the date first written above, subject to Governmental Authority approval, if required.

B. Exhibit "B" (Time Schedule) and Exhibit "C" (Interconnection Details) attached to the Interconnection Agreement are hereby deleted and replaced with Exhibit "B" and Exhibit "C" attached hereto.

III. RATIFICATION OF OTHER TERMS

All other terms and conditions of the Interconnection Agreement which are not specifically amended by this Amendment shall remain unchanged and are hereby ratified by the Parties and shall continue to be in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in two (2) counterparts, each of which shall be deemed an original but both shall constitute one and the same instrument.

Sharyland Utilities, L.P.

By: Mark Caskey
Mark E. Caskey, P.E.
President

Date: December 13, 2013

Golden Spread Electric Cooperative, Inc.

By:
Mark W. Schwirtz
President & General Manager

Date: Dec. 13, 2013

Exhibit "B"
Time Schedule

Interconnection Option chosen by Generator (check one): __X__ Section 4.1.A. or ____ Section 4.1.B

Date by which Generator must provide notice to proceed with procurement as specified in Section 4.2 so that TSP may maintain schedule to meet the In-Service Date: November 2014

Date by which Generator must provide notice to commence construction as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: June 2015

If a Downgrade Event occurs, as set forth in Exhibit "E," Generator will provide within thirty business days of the Downgrade Event, and thereafter maintain security in the following amounts:

1. Ten percent of the TIF Estimated Cost from execution of the SGIA until notice to proceed with procurement,

2. Sixty percent of the TIF Estimated Cost from the date by which it provides notice to proceed with procurement until notice to commence construction, and

3. One-hundred percent of the TIF Estimated Cost from and after the date by which Generator must provide notice to commence construction.

Once a Downgrade Event occurs, Generator will be required to maintain security in accordance with the terms of the SGIA regardless of any subsequent changes in its Credit Rating. For purposes of this provision only, TIF Estimated Cost is $115,465,000.

In - Service Date(s):

[Notes: (1) In the event that it is not necessary for all facilities associated with the TIF to be completed on the same date, this entry may consist of multiple dates to reflect the staged completion of the TIF to meet those needs. (2) In-Service Date(s) can be expressed as either a specific date or expressed as a defined number of months after all conditions under Sections 4.2 and 4.3 have been satisfied.]

Scheduled Trial Operation Date: March 1, 2016, for three (3) GE 5 Series combustion turbine generators rated at 202 MW* each (606 MW total), all at Elk Station; 168.12 MW Wärtsilä 20V34SG natural gas-fired generators are currently in commercial operation at Antelope Station.

Scheduled Commercial Operation Date: June 1, 2016, for three (3) GE 5 Series combustion turbine generators rated at 202 MW each (606 MW total), all at Elk Station; 168.12 MW of Wärtsilä 20V34SG natural gas-fired generators are currently in commercial operation at Antelope Station.

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the date and time of this Exhibit B.

*Capacity ratings used in this Exhibit and Exhibit C are winter ratings.

Exhibit "C"
Interconnection Details

1) Name: Antelope Station and Elk Station (together the Antelope-Elk Energy Center). For purposes of sections 2.1.B and 8.3 of Exhibit A to the Agreement, Plant shall mean Unit 1, Antelope Station and Unit 2 (Elk Station, Unit 1). For all other purposes, Plant as used in the Agreement and Exhibit A to the Agreement shall mean all the generating facilities listed in 5) herein below.

2) Point of Interconnection Location: The point of interconnection will be located in Golden Spread Electric Cooperative's TUCO substation, located in Hale County. TUCO station is approximately 55 miles west of Sharyland's Tule Canyon to Cottonwood line, in Floyd County. More specifically, the POI shall be defined as the point at which the Sharyland's phase conductors, associated insulators, and static wires contact the Generator's corresponding dead-end structure at the southeast end of the Generator's 345 kV switchyard.

3) Delivery Voltage: 345kV

4) Number and Size of Generating Units: Eighteen (18) units @ 9.34MW/unit; three (3) units @ 202MW/unit. Total generation capacity is 774.12MW

5) Type of Generating Unit

Unit 1: Wärtsilä 20V34SG natural gas-fired generator (Antelope Station)
Unit 2: GE5 series natural gas-fired combustion turbine generator (Elk Station, Unit 1)
Unit 3: GE5 Series natural gas-fired combustion turbine generator (Elk Station, Unit 2)
Unit 4: GE5 Series natural gas-fired combustion turbine generator (Elk Station, Unit 3)

6) Metering and Telemetry Equipment:
   A) TSP shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own and operate, inspect, test, calibrate, and maintain 345kV metering accuracy potential and current transformers and associated metering and telemetry equipment (including remote terminal units "RTU") located in the TIF.
   B) Generator's interconnection with TSP facilities shall not interfere with TSP's metering and telemetry operations.
   C) Metering to include 345kV rated meters, with dual secondary windings for relaying and revenue metering.
   D) Facilities shall meet the following TSP requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and ERCOT Requirements, the ERCOT Requirements shall prevail.
   E) All other metering and telemetry requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

7) Generator Interconnection Facilities:
GIF include the Substations and all facilities within them, except for those facilities identified as being owned by TSP in Section 6 above and Section 8 below. Further details to be finalized at a later date.

8) Transmission Service Provider Interconnection Facilities:

The TSP Interconnection Facilities shall, at a minimum, include the following facilities:

1) Substation
   (i) 345kV 3000A, 40kA Circuit Breaker
   (ii) Motor Operated Air Break Switch
   (iii)345kV Metering Units, with dual windings for relaying & revenue metering
   (iv)345kV, 212kV MCOV Surge Arresters
   (v) Station Post Insulators
   (vi)Galvanized Steel Structures, Equipment Foundations, and Associated Bus-Work, Conductor, Connectors, Grounding, etc.
2) Relaying
   (i) Circuit Breaker Control Panel
   (ii) Motor Operated Disconnect Switch Control Panel
   (iii)Circuit Breaker Failure Protection Panel
   (iv)Line Current Differential & Distance Protection Panel
3) Transmission line
   Structures, phase conductors, associated insulators, static wires, foundations, etc.
4) All other TSP Interconnecting Facility requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

9) Communications Facilities:

A) The communications facilities described below will be paid for, owned, and installed by Generator:
   1) One (1) dedicated voice dispatch circuit between TSP's Amarillo, TX dispatch office and Generator's control center, including associated interface equipment at Generator's control center,
   2) One (1) RTU communications circuit between the Substation and TSP's master SCADA system at TSP's Amarillo, TX dispatch office,
   3) One (1) telephone company interface box (demarcation equipment) at the Substation for demarcation of telephone company circuits, and
   4) High voltage isolation equipment for all telephone company circuits at the Substation.

B) The communications facilities described below will be paid for, owned, and installed by TSP:
   1) One (1) dial-up circuit including associated interface equipment at the location of the EPS meter facilities.
   2) All communication facilities shall meet the TSP's requirements in addition to ERCOT Requirements. If there is a conflict between the TSP

requirements and ERCOT Requirements, the ERCOT Requirements shall prevail.

C) All other TSP Communications Facility requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

10) System Protection Equipment:

A) Protection of each Party's system shall meet the TSP's requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements and ERCOT Requirements, the ERCOT Requirements shall prevail.

B) All other TSP System Protection Equipment requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

11) Inputs to Telemetry Equipment:

A) A generation-specific RTU is required at the Plant or GIF for TSP's generation-specific SCADA. A specific RTU points list will be developed by TSP as a part of each generation project based upon the project's electrical configuration. For such purpose, Generator shall be responsible for providing TSP with metering and relaying one-line diagrams of the generation and Substation facilities. Generator shall provide TSP with a station communications drawing which is to include RTU point sources (IEDs and contacts supplying required data), interface devices, and connections to the RTU.

B) All other Inputs to Telemetry Equipment requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

12) Supplemental Terms and Conditions.

A) Reasonable Efforts to Accelerate Schedule

1) Recognizing that TSP projects that in its normal course of business, assuming a one year CCN process, completion of the TIF is anticipated to occur by December 2016, the Parties agree to make Reasonable Efforts to complete the TIF in time to support the June 1, 2016 Commercial Operation Date.

2) The TSP shall use Reasonable Efforts to identify an adequate number of, but no less than three, alternative routes for the TIF as soon as reasonably practicable after the date of execution of this Agreement.

3) Notwithstanding Sections 4.1.A and 8.2 of Exhibit A, the Parties agree that Generator, at its sole option, may acquire all or any portion of the necessary rights-of-way and other land rights or options for TIF alternative routes, on terms and conditions reasonably acceptable to TSP, at any time after TSP identifies the final alternative routes that are to be included in the CCN application. All such rights and options acquired by Generator that are needed for the route designated in the CCN shall be assignable to the TSP at Generator's cost. The acquisition of any such land rights or options shall be at Generator's risk, and Generator shall be liable for any costs that relate to alternative routes not selected by the PUCT.

4) TSP shall use Reasonable Efforts to file the CCN application no later than eight months after the date of execution of this Agreement. The Parties agree that the June

1, 2016 Scheduled Commercial Operation Date specified in Exhibit "B" is based on the assumption that the PUCT will grant a final CCN on an expedited basis.

5) Upon Generator's written notice pursuant to Section 4.2 of Exhibit A, the TSP shall use Reasonable Efforts to complete design and engineering for the TIF by a date that will permit the procurement of equipment for the TIF as soon as reasonably practicable following issuance of a CCN.
6) Upon Generator's written authorization pursuant to Section 4.2 of Exhibit A, the TSP shall use Reasonable Efforts to procure equipment needed to initiate construction of the TIF prior to issuance of a CCN. The Parties shall coordinate concerning the nature and amount of equipment to be purchased to permit accelerated construction while also mitigating the risk to Generator of proceeding prior to the grant of a CCN. The Parties agree that TSP shall use Reasonable Efforts to commence construction of the TIF as soon as reasonably practicable following issuance of a CCN.
7) The Parties agree that the TSP's use of Reasonable Efforts to accelerate the TIF in-service date pursuant to Paragraphs 5 and 6 of these Supplemental Terms and Conditions will result in TSP incurring costs at an earlier point in time than would otherwise have occurred, including costs incurred prior to a final PUCT order granting a CCN approving such expenditures. TSP may also incur additional costs for design services and/or equipment pursuant to Paragraphs 5 and 6 if Generator has requested the purchase of equipment prior to issuance of a CCN and a CCN is granted for a route different than the route contemplated when the equipment purchase was made. Generator shall remain fully liable for all such costs incurred, or committed to be incurred, pursuant to Article 2 of Exhibit A.
8) Generator may at any time provide written notice directing TSP to cease using Reasonable Efforts to accelerate the TIF in-service date pursuant to Paragraph 6 of these Supplemental Terms and Conditions. No later than 3 business days' after receipt of such notice, TSP shall cease committing to incur additional costs related to such efforts and take all reasonable steps to mitigate the additional costs incurred or to be incurred.
9) TSP shall, pursuant to Section 4.4 of Exhibit A, provide a monthly written report to Generator detailing schedule progress and projected dates for completion of design, engineering, equipment procurement and construction.

B) All other Supplemental Terms and Conditions shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

13) Special Operating Conditions.

A) Generating Unit 1 (Antelope Station), which Generator currently plans to be divided into three (3) units consisting of 6 Wartsilla engines each, and Generating Unit 2 (Elk Station Unit 1) (together the "grid switching units") each will be capable of separate interconnection with either the Southwest Power Pool ("SPP") or ERCOT, but the Generator Interconnection Facilities will include equipment that ensures that the grid switching units will never be simultaneously connected to both grids. Such equipment will be subject to Section 10.7 of the Agreement and any applicable ERCOT, PUCT, SPP and Federal Energy Regulatory Commission ("FERC") requirements. Prior to interconnection with the TIF, Generator will provide written confirmation of the

equipment and procedures that will ensure that simultaneous interconnection with the SPP and ERCOT will not occur.

B) Generator's market and operations procedures shall be subject to Section 10.7 of this agreement and any other applicable ERCOT, PUCT, SPP or FERC requirements. Generator has informed TSP that it has engaged in review and discussions with ERCOT and SPP regarding Generator's currently anticipated market and operations procedures for grid switching units to allow them to be switched between SPP and ERCOT for market operations in either SPP or ERCOT, but never in both simultaneously. Generator represents based on documentation provided by ERCOT and SPP that Generator's currently anticipated market and operations procedures for the grid switching units conform to ERCOT's and SPP's market and operations protocols and practices ("Market Operations Procedures"). TSP agrees that it will cooperate with Generator to facilitate and not impose or seek to impose any requirements that would restrict Generator's market and operations procedures for grid switching, so long as those procedures are consistent with the Market Operations Procedures and this Agreement, except when and only to the extent there is a conflict with ERCOT, PUCT, SPP or FERC requirements applicable to TSP. The Parties further agree that, if ERCOT or SPP Market Operations Procedures are modified subsequent to the effective date of this Agreement such that Generator's operation of the grid switching units are affected, the Parties will negotiate in good faith to effect such modifications to this Exhibit "C" as are reasonably necessary to permit continued operation of the grid switching units in both the SPP and ERCOT consistent with the Market Operations Procedures and the modified requirements.

C) Any additional special operating conditions will be defined and coordinated with the Generator at a later date.

14) The difference between the estimated cost of the TIF under 4.1.A ($_____) and the estimated cost of the TIF under 4.1.B ($_____) is: _____, if applicable.