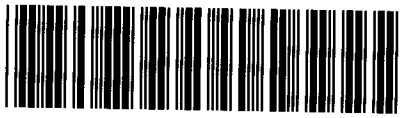

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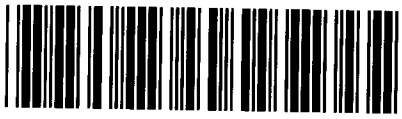

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Project No. 35077

Amendment No. 1

to the

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

Between

Sharyland Utilities, L.P.

and

South Plains Wind Energy, LLC

for

South Plains Phase I Wind Project – 14INR0025

June 24, 2014

471

AMENDMENT NO. 1 TO THE
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
BETWEEN
SHARYLAND UTILITIES, L.P.
AND
SOUTH PLAINS WIND ENERGY, LLC

This Amendment No. 1 to the ERCOT Standard Generation Interconnection Agreement between Sharyland Utilities, L.P. and South Plains Wind Energy, LLC ("Amendment") is made and entered into on this 24th day of June, 2014 by and between Sharyland Utilities, L.P ("Transmission Service Provider"), and South Plains Wind Energy, LLC ("Generator"), hereinafter sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, Transmission Service Provider and Generator are parties to that certain ERCOT Standard Generation Interconnection Agreement, dated as of January 10, 2014 (the "Interconnection Agreement");

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

WHEREAS, the Generator has requested to change the Security Schedule per Exhibit B and per Exhibit C the Point of Interconnection from the Tule Canyon Substation to the White River Substation and the wind turbine generator model; and

WHEREAS, the Parties intend to amend the Interconnection Agreement in accordance with the terms and conditions provided herein.

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

I. CAPITALIZED TERMS

Unless expressly referenced and modified herein, capitalized terms used but not otherwise defined herein shall have the meanings specified in the Interconnection Agreement.

II. AMENDMENT TO THE AGREEMENT

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

2. Exhibit B to the Interconnection Agreement is hereby replaced in its entirety with Exhibit B attached hereto.

3. Exhibit C (to the Interconnection Agreement is hereby replaced in its entirety with Exhibit C attached hereto.

III. RATIFICATION OF OTHER TERMS

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

IV. MULTIPLE COUNTERPARTS

This Amendment may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Amendment.

Sharyland Utilities, L.P.

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

Date: June 20, 2014

BB

South Plains Wind Energy, LLC
By: First Wind Texas Holdings II, LLC, its Member

By: _____
~~Robert S. Schaurer~~ Arthur J. Snell
~~Executive Officer~~ Assistant Secretary

Date: 6-24-14

Exhibit "B"
Time Schedule

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

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one): (1) _____ good faith negotiations, or (2) _____ designated by Generator upon failure to agree.

Within thirty (30) days of execution of this Agreement, TSP shall complete and deliver to the Generator the Facilities Study for the South Plains Phase I Wind Project.

Generator shall provide notices and security amounts, to TSP, as outlined in Table B-1 below. Contingent on said notices and securities being received by TSP, TSP shall design, procure, and construct the TIF, using Reasonable Efforts as outlined in Article 4.1 (A), to complete the TIF by the In-Service Date reflected in Table B-1 below.

TSP shall construct and secure a Point of Interconnection at the White River Substation for the Project as outlined in Exhibit C, provided that the security for the NTP for Engineering has been received by TSP within ten (10) days after execution of this Agreement.

TSP requests that Generator provide full notice to proceed to TSP once Generator has provided to TSP security in an amount equal to 100% of the TIF Estimated Cost as provided above, so that the requirements of ERCOT PGRR018 may be met. Notwithstanding the foregoing, TSP agrees that it will not incur any amounts with respect to the TIF in excess of the total security received from the Generator.

Generator has requested that this Agreement be executed by the Parties prior to the completion of the full interconnection study ("Study") for the Plant. The completion of such Study may reveal that additional TIF and/or GIF will be required to be installed in conjunction with the interconnection of the Plant. If such Study reasonably determines that any additional TIF and/or GIF is required for the interconnection of the Plant, the Parties agree that this Agreement will be amended to include such additional facilities and security requirements to secure the reasonable cost of the TSP to construct such additional TIF, if applicable. Generator will provide any additional security requirements in accordance with this Agreement to reflect the cost of any such additional TSP facilities, within thirty (30) days following the execution by the Parties of such amendment. With respect to any added costs in constructing or modifying the TIF, to the extent resulting from a change in the type, number or size of the generating units listed under paragraph 4 of Exhibit "C" comprising the Plant, the security for such added costs will be the responsibility of Generator.

At any point after the execution date of the SGIA and prior to the Generator's declaration of Commercial Operations, other generators ("Additional Generators") may elect to connect to the

Plant's Point of Interconnection Location, as defined in Exhibit C. If Additional Generators make this election, the Transmission Service Provider agrees to require the Additional Generators to provide Collateral in proportion to the number of Additional Generators planning to connect to the Plant's Point of Interconnection Location. Generator's Collateral amount shall be modified accordingly so that the maximum amount of Collateral which Generator must provide will equal (Total Plant Cost) minus the (Collateral provided by Additional Generators) (collectively referred to as "Collateral"). The number of Additional Generators affecting Generator's Collateral shall be capped at 2.

For Example:
One Additional Generator - Total Maximum amount of Generator's Collateral is 50% Total Plant Cost
Two Additional Generators – Total Maximum amount of Generator's Collateral is 33.3% of Total Plant Cost.
Three Additional Generators – Total Maximum amount of Generator's Collateral is 33.3% of Total Plant Cost.

Due to the nature of the subject of this Agreement, TSP may change the In-Service Date and Generator may change the Scheduled Trial Operation Date and Scheduled Commercial Operation Date, provided the Party requesting the change is using Reasonable Efforts to meet the applicable milestone date.

Table B-1

Milestone Description	Milestone Date	Total Cumulative Security Required within 30 Days of Milestone Date	Estimated Date[1]
First Amendment to Interconnection Agreement Executed by Parties	See Amendment	$216,900[2]	May 30, 2014
Facilities Study Complete *See 4.2 (A)	No later than 30 Days after First Amendment to Interconnection Agreement is Executed by Parties.	n/a	June 29, 2014
Date Generator provides written authorization to TSP to proceed with engineering and design, as specified in Section 4.2	**"NTP for Engineering and Design"** - no later than 10 Days after the First Amendment to the Interconnection Agreement is Executed by the Parties	$1,000,000	June 20, 2014
Date Generator provides written authorization to TSP to proceed with procurement, as specified in Section 4.2	**"First NTP for Procurement"**	$8,000,000	June 30, 2014
Date Generator provides written authorization to TSP to proceed with procurement, as specified in Section 4.2	**"Second NTP for Procurement"**	$11,000,000	August 31, 2014
Date Generator provides written authorization to TSP to proceed with construction, as specified in Section 4.3	**"NTP for Construction"**	$22,500,000	September 30, 2014
In-Service Date	The later of: a) "First NTP for Procurement" + 14 months b) "NTP for Construction" + 11 months	Nothing in addition to security previously posted	August 31, 2015
Scheduled Trial Operation Date	In-Service Date + 1 Day	Nothing in addition to security previously posted	September 30, 2015
Plant Commissioning/Testing	As turbines are received, energized, and commissioned	n/a	September-October, 2015
Target Commercial Operations Date	After Plant commissioning/testing is completed	Security returned within 5 days after actual Commercial Operations Date per Article 8.3	October 31, 2015

[1] Note that Estimated Dates are not binding, they are an estimate based on current project forecasts.
[2] Per Notice and Release, dated 5/31/14, security applied towards commencing engineering and design work for the White River Substation.

"Scheduled Commercial Operations" date (re: Article 2.1 (B))	**October 31, 2015**		

Exhibit "C"
Interconnection Details

1) Name: South Plains Phase I Wind Project

2) Point of Interconnection Location:
The Point of Interconnection is located in Floyd County, Texas, in Sharyland's White River Substation. More specifically, the Point of Interconnection shall be defined as the point at which the Generator's phase conductors, associated insulators, and static wires contact the TSP's TBD corresponding dead-end, interconnecting bay in the White River Substation.

3) Delivery Voltage: 345kV

4) Number and Size of Generating Units:
200 MW represented by Vestas V100-2.0MW wind turbine generators with a nameplate capacity of 2.0 MW per unit

Generator may change, prior to Commercial Operation, the type and MW size of each of the units for the Plant, or the aggregate nameplate generating capacity of the Plant, provided that (a) the aggregate nameplate generating capacity for the Plant may not exceed 501 MW, (b) the TSP approves such change, such approval not to be unreasonably withheld, delayed or conditioned, and (c) any required re-studies of ERCOT mandated interconnection studies are completed. The Parties agree to amend this Agreement as necessary to reflect the changes to the Plant made under this paragraph.

5) Type of Generating Unit
Subject to Generator's right to change the type of generating unit as described in paragraph 4 of this Exhibit "C," the Plant shall consist of 100 Vestas V100-2.0 MW wind turbine generators

6) Metering and Telemetry Equipment:
A) TSP shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, 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) Generator will be separately metered by the TSP with an individual ERCOT polled settlement meters at the Point of Interconnection

F) All other metering & 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 following: i) the substation and all facilities within them, except for those facilities identified as being owned by TSP in Section 6 above and Section 8 below
ii) the transmission line, including structures, conductors, insulators, connecting hardware and optical ground wire ("OPGW") from the substation to the Point of Interconnection; and iii) communication equipment described in Section 9A below

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.
   (vii) Control Building
   (viii) Backup Generator & Fuel Tanks
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) 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
   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 below 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 reasonable 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 the 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, if any, attached:
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, if any, attached:
To 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: N/A, if applicable