

**AMENDMENTS TO SPP MEMBERSHIP AGREEMENT FOR MOUNTRAIL-WILLIAMS ELECTRIC
COOPERATIVE**

A1. Dispute Resolution

Notwithstanding any provisions in the Agreement or the SPP Bylaws to the contrary, any disputes arising under the Agreement or SPP Bylaws and relating to determinations, decisions, conduct and actions made or taken by Mountrail-Williams Electric Cooperative ("Mountrail-Williams") pursuant to its participation in SPP shall be subject to binding resolution under Section 3.13 of the SPP Bylaws only to the extent agreed upon by Mountrail -Williams's Board of Directors, and subject to the terms and conditions set by Mountrail Williams's Board of Directors.

A2. Withdrawal Rights

Mountrail-Williams may terminate this Agreement and withdraw as a member of SPP with less than the advance notice required by Section 4.2.2 of the Agreement in the event that (1) Western Area Power Administration-Upper Great Plains Region ("Western-UGP") or Basin Electric Power Cooperative ("Basin Electric") withdraws from SPP in accordance with its withdrawal rights; (2) FERC finds that SPP has not adhered to all of the Western-UGP Amendments, all of the Basin Electric Amendments or all of the Mountrail-Williams Amendments; or (3) SPP files and FERC approves one or more changes to the Mountrail-Williams Amendments without Mountrail-Williams's consent, and such changes have a material adverse effect on Mountrail-Williams. In such event, Mountrail-Williams and SPP shall meet and confer to facilitate the withdrawal as soon as practicable or as necessary to ensure compliance with state or Federal law. In the event of a withdrawal by Western-UGP or Basin Electric, Mountrail-Williams's withdrawal will become effective on the same date as that of Western-UGP or Basin Electric. If Mountrail-Williams exercises its withdrawal rights under this provision, the financial obligations will be calculated under § 4.3 of this Agreement.

A3. Obligation to Build Conditions

Mountrail-Williams's Board of Directors shall have discretionary authority to decide whether Mountrail-Williams will construct new transmission facilities. Mountrail-Williams's Board of Directors shall not replace any state regulatory authority with responsibility for siting activities under state law.

IN WITNESS WHEREOF, Mountrail-Williams and SPP have caused their duly authorized representatives to execute, on their respective behalves, these Amendments to Mountrail-Williams's Membership Agreement with SPP, which Amendments are fully applicable and incorporated into said Membership Agreement and together shall constitute one and the same instrument binding upon Mountrail-Williams and SPP.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

AMENDMENTS TO SPP MEMBERSHIP AGREEMENT FOR CENTRAL POWER ELECTRIC COOPERATIVE

A1. Dispute Resolution

Notwithstanding any provisions in the Agreement or the SPP Bylaws to the contrary, any disputes arising under the Agreement or SPP Bylaws and relating to determinations, decisions, conduct and actions made or taken by Central Power Electric Cooperative ("Central Power") pursuant to its participation in SPP shall be subject to binding resolution under Section 3.13 of the SPP Bylaws only to the extent agreed upon by Central Power's Board of Directors, and subject to the terms and conditions set by Central Power's Board of Directors.

A2. Withdrawal Rights

Central Power may terminate this Agreement and withdraw as a member of SPP with less than the advance notice required by Section 4.2.2 of the Agreement in the event that (1) Western Area Power Administration-Upper Great Plains Region ("Western-UGP") or Basin Electric Power Cooperative ("Basin Electric") withdraws from SPP in accordance with its withdrawal rights; (2) FERC finds that SPP has not adhered to all of the Western-UGP Amendments, all of the Basin Electric Amendments or all of the Central Power Amendments; or (3) SPP files and FERC approves one or more changes to the Central Power Amendments without Central Power's consent, and such changes have a material adverse effect on Central Power. In such event, Central Power and SPP shall meet and confer to facilitate the withdrawal as soon as practicable or as necessary to ensure compliance with state or Federal law. In the event of a withdrawal by Western-UGP or Basin Electric, Central Power's withdrawal will become effective on the same date as that of Western-UGP or Basin Electric. If Central Power exercises its withdrawal rights under this provision, the financial obligations will be calculated under § 4.3 of this Agreement.

A3. Obligation to Build Conditions

Central Power's Board of Directors shall have discretionary authority to decide whether Central Power will construct new transmission facilities. Central Power's Board of Directors shall not replace any state regulatory authority with responsibility for siting activities under state law.

IN WITNESS WHEREOF, Central Power and SPP have caused their duly authorized representatives to execute, on their respective behalves, these Amendments to Central Power's Membership Agreement with SPP, which Amendments are fully applicable and incorporated into said Membership Agreement and together shall constitute one and the same instrument binding upon Central Power and SPP.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

6.2 Strategic Planning Committee

The Strategic Planning Committee (SPC) is responsible for the development and recommendation of strategic direction for the company in accordance with its scope as approved by the Board of Directors.

The SPC shall be comprised of ~~thirteen~~~~eleven~~ members. Three representatives shall be from the Board of Directors; ~~five~~~~four~~ representatives from the Transmission Owning Member sector as nominated by the Corporate Governance Committee; and ~~five~~~~four~~ representatives from the Transmission Using Member sector as nominated by the Corporate Governance Committee.

The Board of Directors shall appoint the representatives of the SPC. Each representative of the SPC shall continue to be a representative thereof until the Board of Directors appoints his/her successor. Where a vacancy occurs, the Corporate Governance Committee will fill the vacancy on an interim basis until the next meeting of the Board of Directors.

The SPC shall meet at least twice per calendar year, and additionally as needed, provided that a quorum, as defined in these Bylaws, is present. The SPC shall report to the Board of Directors following each SPC meeting with respect to its activities and with such recommendations, as the SPC deems necessary.

8.4 Monthly Assessments

SPP will assess certain Members described herein on a monthly basis all costs not otherwise collected. Costs recovered under the assessment will include but are not limited to all operating costs, financing costs, debt repayment, and capital expenditures associated with the performance of SPP's functions as assigned by the Board of Directors. Significant among these are costs associated with regional reliability coordination and the provision of transmission service. SPP shall determine the assessment rate based on its annual budgeted net expenditures divided by estimated annual Schedule 1 billing units for service sold under SPP's OATT and Member load eligible to take, but not taking, Network Integration Transmission Service under SPP's OATT. The Board of Directors may review the assumptions used in determining the assessment rate at any time and may adjust the assessment rate appropriately should conditions warrant. The monthly assessment shall be assessed on ~~Each load-serving~~ Member ~~for the portion of their Member load eligible for service but not currently taking Network Integration Transmission Service or Point-to-Point Transmission Service under the SPP OATT.~~ The intent is that each Member be obligated to pay, at a minimum, the amount due under its monthly assessment as calculated above. This amount shall be paid through the monthly assessment and/or Schedule 1-A.

~~-shall then be assessed the monthly assessment rate applied to its load eligible to take Network Integration Transmission Service under the SPP OATT. Further, each load-serving Member shall receive a credit against the monthly assessment for that month's Schedule 1-A fees paid for Network Integration Transmission Service and for Point-to-Point Transmission Service that had a delivery point within the SPP region, under the SPP OATT.~~