

Motion to Amend the Power Purchase Agreement with Hastings Utilities

As the Central Community College, Area produces energy in excess of our needs on the Hastings Campus.

As the Central Community College, Area currently does not possess the credits on energy purchased from Hastings utilities.

As Hastings utilities desires to maintain the credits with the Energy purchased.

Therefore, the Board of Governors of the Central Community Colleges, Area does authorize the president to sign an amended Power Purchase agreement with the Hastings Utilities that solidifies these credits to Central Community College's for our use and distribution as further directed by the board.

Approved by the Board of Governors on the 19th day of May 2022.

John A. Novotny, Chairperson
Board of Governors
Central Community College

WIND POWER PURCHASE AGREEMENT BY AND BETWEEN HASTINGS UTILITIES AND CENTRAL COMMUNITY COLLEGE

This Wind Power Purchase Agreement ("Agreement") is hereby executed and entered into by and between City of Hastings, Nebraska, a Nebraska political subdivision, through Hastings Utilities, a proprietary function of the City of Hastings, ("Hastings") and Central Community College, a Nebraska community college, ("Central") as of **May 13**, 2022. This Agreement refers to each Hastings and Central as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Hastings is a Nebraska municipal electric system and retail electricity provider to, among other customers, Central; and

WHEREAS, Central is a provider of higher education with a campus located within the retail service territory of Hastings and a retail electric customer of Hastings; and

WHEREAS, Hastings and Central are committed to diversifying their supplies of electric energy and including renewable or "green" energy sources as a central part of those supplies; and

WHEREAS, in furtherance of their renewable objectives, Hastings will enter into a Power Purchase Agreement ("PPA") whereby it will purchase all of the output of an approximately 1.7-megawatt wind turbine that Bluestem Energy Solutions or its subsidiary ("Bluestem") will construct on Central's Hastings campus (the "Bluestem Project"); and

WHEREAS, Hastings intends to meet all Central's electric energy needs at its Hastings campus when possible with energy produced by the Bluestem Project; and

WHEREAS, Central intends that the Bluestem Project being located on its Hastings campus will provide educational opportunities and be attractive to prospective students; and

NOW, THEREFORE, in furtherance of the foregoing recitals, and for good and valuable consideration, the receipt and sufficiency Hastings and Central accept and acknowledge, Hastings and Central hereby agree as follows.

AGREEMENT

1. Term - This Agreement shall remain in full force for a term to coincide with the PPA between Hastings and Bluestem, currently twenty-five (25) years, or until such time that the parties mutually agree to terminate this Agreement.

2. Hastings will provide up to 100% of Central's local campus energy needs each month from the Bluestem Project output when available. To accomplish this, Central will purchase all net generation energy from the Bluestem Project in each month from Hastings in accordance with

item 3 below. Hastings will compare Central's total consumption for a given billing period to the net generation output of the Bluestem Project. If Central's consumption is less than the net generation output of the Bluestem Project, the unused energy can be held by Hastings in an energy bank. The bank is to be used by Central during months the net generation of the Bluestem Project is less than Central's usage. Hastings will hold a maximum energy bank of 500,000 KWH for Central but not to exceed 500,000 KWH at any given time once Central has reduced their current bank to or below 500,000 KWH. As of April 30th, 2022, Central's current energy bank is at 8,898,530 kWh. When energy is pulled from the bank by Central, Central would purchase from Hastings at the current Bluestem Project energy price. Generation energy above Central's usage that's not used to replenish the energy bank up to 500,000 KWH, will be purchased by Hastings at Day Ahead (DA) Hastings City Load Market Price (settlement point NPPD_HAST_LOAD.) The energy Hastings purchases from Central will appear as a credit on Central's monthly invoice. If Central has energy consumption beyond the total Bluestem Project generation, this energy demand will be met from Hastings current generation sources and be billed in accordance with item 4 below.

3. All wind energy consumed by Central on the local campus will be billed at the same cost that Hastings is paying Bluestem through the PPA, grossed up by the then existing "in lieu of tax" transfer percentage paid to the City of Hastings (currently 5.6%).

4. Central will remain on the applicable Hastings electric rate schedule for the duration of this Agreement, currently Large General Service (LGS). Central will continue to be billed for all demand related charges and monthly energy consumption, if any, that exceeds the energy output of the Bluestem Project per standard rate schedule. Any and all other aspects of Hastings provision of demand, energy, distribution services or any other services to Central not specifically set forth in this Agreement shall occur, be billed and paid as set forth in Hastings generally applicable rate schedules and agreements.

5. At the end of each month, all Renewable Energy Credits ("RECs") generated from the Bluestem Project during the month, will be transferred to Central at the time Central purchases that energy. If REC accreditation is needed, Hastings will complete the accreditation process if requested by CCC; but any costs accumulated from the accreditation process will be transferred to and paid by Central.

6. This Agreement constitutes the entire agreement between the Parties concerning the matters set forth and supersedes any and all prior oral or written agreements, commitments or understandings with respect to such matters.

7. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable only by the Parties and their respective successors, heirs, executors, administrators and permitted assigns, and no other person or entity shall have any rights under this Agreement or be entitled to bring any action to enforce any of its provisions. Each Party acknowledges

having had the legal advice of such party's own attorneys and that the terms of this Agreement have been completely read and explained to such Party, and that such terms are fully understood and voluntarily accepted by such Party.

8. This Agreement shall be governed by and interpreted in accordance with the law of the State of Nebraska.

9. Cooperation and Amendment. The Parties agree to cooperate fully and to execute and deliver any and all supplementary documents and to take any and all additional actions which may be necessary or appropriate to give effect to the terms and intent of this Agreement. This Agreement can be modified or amended only by an instrument in writing, duly executed by each of the Parties.

10. The Parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signatures of any Party to a counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

* * *

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts.

HASTINGS UTILITIES

CENTRAL COMMUNITY COLLEGE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____