

AGREEMENT REGARDING RENEWABLE ENERGY CERTIFICATE MANAGEMENT SERVICES

This Agreement Regarding Renewable Energy Certificate Management Services ("Agreement") dated April 1, 2023 is made by and between the Municipal Energy Agency of Nebraska ("MEAN"), and the City of Crete, Nebraska ("Participant"), each a "Party" and collectively the "Parties".

RECITALS

WHEREAS, the Participant has executed a firm electric service Contract ("WAPA Contract"), with Western Area Power Administration ("WAPA"), a federal power marketing administration, for the purchase of firm electric service from WAPA's Upper Great Plains Region ("UGPR"); and

WHEREAS, WAPA has created a UGPR Renewable Energy Certificate Program ("Program"), under which WAPA will allocate renewable energy certificates ("RECs") for the UGPR hydropower generation by transferring from time to time Participant's share of RECs through the Midwest Renewable Energy Tracking System or other system selected by WAPA ("M-RETS") into an M-RETS account in Participant's name, if one is established, or into an account in the name of an entity designated by Participant to manage Participant's RECs ("Designated Entity"); and

WHEREAS, Participant has selected or intends to select MEAN to serve as the Designated Entity; and

WHEREAS, MEAN, WAPA, and the Participant intend to enter into or have entered into a CONTRACT FOR MEAN TO ADMINISTER RENEWABLE ENERGY CERTIFICATES FOR CITY OF CRETE, NEBRASKA, which sets forth the terms and conditions under which MEAN provides REC management services related to the Participant's UGPR RECs ("REC Designated Entity Contract"); and

WHEREAS, MEAN and the Participant desire to set forth additional terms and conditions which will apply to such REC management services provided by MEAN to Participant; and

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the Parties do mutually agree as follows:

1. Services to be Provided: MEAN agrees to be the sole and exclusive Designated Entity for the Participant with respect to the RECs which Participant is entitled to receive pursuant to the provisions of the Program. A detailed description of the duties being delegated to MEAN is attached hereto as Exhibit A and made part of this Agreement.

2. Rights and Obligations:

2.1 The Participant acknowledges and agrees that Participant, or MEAN as Designated Entity, will formally elect to receive the RECs in the Joint Account (as that term is defined in Exhibit A) by completing and returning to WAPA all required documentation for election.

2.2 The Participant acknowledges and agrees that in accordance with WAPA's Program Principles ("Principles"), the RECs issued to the Participant under the Program cannot be sold but may be transferred to Participant's end-use customers located in the UGPR marketing area.

2.3 The Participant will retain all its rights, duties and obligations under the Program, except those rights, duties and obligations expressly granted and delegated to MEAN herein and in the Agreement. The Participant acknowledges that it is not released from and shall remain liable to WAPA for payment of all amounts due or to become due under the Program, the Principles, or the WAPA Contract. Participant agrees to reimburse MEAN for any costs, fees or penalties assessed by WAPA or M-RETS arising out of the Program or MEAN's services as the Designated Entity. MEAN will invoice Participant for any amount(s) paid by MEAN to WAPA or M-RETS pursuant to this Agreement plus any other fees incurred by MEAN related to the RECs including without limitation fees for tracking, transfer, export, retirement, account management, and associated services. Such amount(s) shall be due and payable by Participant to MEAN by the due date specified on the invoice and without deduction. In the event Participant fails to make a payment of an invoice when due and payable for any reason, Participant shall pay interest thereupon to MEAN. Such interest shall accrue and be compounded daily on any unpaid amount, from the date due until the date upon which payment is made, at the rate of one percent (1%) per month or fraction thereof.

3. Term; Costs Upon Termination: This Agreement shall become effective upon execution and shall continue in full force and effect through the term of Participant's WAPA Contract, unless sooner terminated by either party providing the other party with thirty (30) days advance written notice. Notwithstanding the foregoing, this Agreement shall terminate in the event the Program is terminated by WAPA. Within thirty (30) days after such termination notice is received, MEAN shall notify WAPA to make available for transfer to Participant's preferred new account or other location, an amount of RECs equal to the Participant's then-current share of the RECs then remaining in the Joint Account. The Participant shall be responsible for all costs associated with removal of Participant's RECs from the Joint Account for any reason and for all costs associated with such transfer and any and all WAPA or M-RETS fees, costs or penalties that may apply. After the date of termination, the Participant will then be responsible to WAPA and/or M-RETS for any future cost of administration of Participant's new account or other location to which the RECs were transferred. The provisions in this Section 3 shall survive termination of this Agreement.

4. Records: Upon request, MEAN and the Participant shall provide at all reasonable times to the other Party access to all operating and financial records and reports relating to this Agreement and the services provided hereunder.

5. No Third-Party Beneficiaries: There are no intended third-party beneficiaries of this Agreement. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to, any person or entity not a party to this Agreement.

6. General Terms and Conditions of Service: This Agreement is subject to MEAN General Terms and Conditions of Service, as such document may be issued, modified, supplemented or superseded from time to time by the MEAN Board of Directors, including, but not limited to, any and all successor documents or policies adopted by the MEAN Board of Directors.

7. Limitation of Liability; Indemnification: Notwithstanding any other provision of this Agreement, in no event shall MEAN be liable to Participant, its personnel, employees, or any third party for a monetary amount greater than the amounts actually paid to MEAN by Participant pursuant to this Agreement for the twelve (12) months preceding the claim (excluding amounts paid for applicable M-RETS and WAPA fees, charges and penalties, and taxes), regardless of the form of action, whether based on contract, tort, negligence, strict liability, products liability or otherwise. Participant further agrees, to the fullest extent

permitted by law, to defend, indemnify and hold harmless MEAN and its officers, employees and agents from and against all claims, damages, losses and expenses, direct or indirect, fines, fees, penalties, or consequential damages including, but not limited to, attorney's fees, arising out of or resulting from the actions or inaction of MEAN hereunder, the actions or inaction of WAPA in the Program, or brought in connection with this Agreement, excluding those arising from MEAN's gross negligence.

8. Consequential Damages: Except as provided in Section 7 regarding indemnification, in no event shall a Party be liable to the other Party for incidental, consequential, or indirect damages arising out of or resulting from the performance under, or brought in connection with, this Agreement whether arising in contract, tort, or otherwise.

9. Execution in Counterparts: This Agreement may be executed in any number of counterparts and, upon execution and delivery by each party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if both parties had signed the same instrument.

IN WITNESS WHEREOF, MEAN and Participant have caused this Agreement Regarding Renewable Energy Certificate Management Services to be duly executed by their authorized agents or representatives.

ATTEST:

PARTICIPANT: CITY OF CRETE, NEBRASKA

By _____

By _____

Title _____

Title _____

Date _____

MUNICIPAL ENERGY AGENCY OF NEBRASKA

By _____

Title _____

Date _____

**EXHIBIT A
TO
AGREEMENT REGARDING RENEWABLE ENERGY CERTIFICATE MANAGEMENT SERVICES**

Description of Duties Delegated to MEAN

This Exhibit A is dated April 1, 2023 and made part of the Agreement Regarding Renewable Energy Certificate Management Services, between the Municipal Energy Agency of Nebraska ("MEAN") and the City of Crete, Nebraska ("Participant") regarding the UGPR Renewable Energy Certificate Program ("Program"), under which WAPA will allocate renewable energy certificates ("RECs"). All defined terms used but not defined in this Exhibit shall have the meaning ascribed thereto in the Agreement.

As the Participant's sole and exclusive Designated Entity with respect to management of the RECs which Participant is entitled to receive pursuant to the provisions of the Program, MEAN is authorized to act as necessary or convenient on behalf of the Participant in matters regarding the Participant's RECs, including but not limited to: (i) submitting a Statement of Interest on the Participant's behalf to WAPA indicating that the Participant wishes to participate in the Program and receive RECs from both large and small UGPR hydro-generating resources, (ii) communicating and transacting with M-RETS and WAPA, and (iii) reviewing reports created by M-RETS. As WAPA from time to time transfers the Participant's share of RECs through the M-RETS system, such RECs shall be transferred into an account in MEAN's name ("Joint Account"). The Participant's RECs may be commingled in the Joint Account along with the RECs of other MEAN participants and will be held in the Joint Account by MEAN on behalf of the Participant. Participant will have no right, title or interest in any RECs in the Joint Account other than Participant's share as transferred by WAPA.

MEAN will communicate to WAPA the elections that the Participant makes with regard to the source of the RECs.

MEAN will use its best efforts to make available to the Participant all information pertaining to the Participant's RECs.

This Exhibit A may be amended from time to time upon execution of a written amendment by the parties.

CITY OF CRETE, NEBRASKA
(Participant)

MUNICIPAL ENERGY AGENCY OF NEBRASKA
(Designated Entity)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____