



**CITY OF SEWARD
City Council
Regular Meeting
Agenda**

Tuesday, October 21, 2025

7:00 PM

Municipal Building Council Chambers

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, October 21, 2025, in the Council Chambers, 142 N 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting. City financial claims and related invoices will be available for Council member review, audit, and voluntary signatures at the meeting location beginning 30 minutes prior to the scheduled meeting time.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

This is an Open Meeting of the Seward Nebraska Governing Body. The City of Seward abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is displayed on the north wall of this meeting room facility as required. Disclosure of meeting recording processes is posted in the Meeting Room. Any citizen may address the Council regarding items included on the meeting agenda and are asked to complete and hand-in a Speaker Card to the Clerk. Presenters shall approach the podium, state their name & address for the Clerk's record and are asked to limit remarks to five minutes. All remarks shall be directed to the Mayor who shall determine by whom any appropriate response shall be made. The City of Seward reserves the right to adjust the order of items on this Agenda if necessary and may elect to take action on any of the items listed.

ROLL CALL

CONSENT AGENDA

1. City Codes Director Report

CURRENT YEAR: September 2025

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	2	\$ 100,897.00	\$ 58,650,350.00
REMODEL/ADDIT.	9	\$ 661.30	\$ 144,800.00
ACCESSORY	6	\$ 854.30	\$ 212,547.29
RELOCATE	4	\$ 200.00	\$ 3,560.00
ELECTRIC			
PLUMBING	11	\$ 7,437.00	
MECHANICAL			
SEWER TAP	2	\$ 500.00	
TEMP. WATER	0	\$ -	
WATER TAP	2	\$ 10,650.57	
TEMP. ELEC.	1	\$ 50.00	
ELECTRIC SER.	3	\$ 12,000.00	
TOTALS	40	\$ 133,250.17	\$ 59,011,257.29

LAST YEAR: September 2024

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	4	\$ 8,194.05	\$ 2,404,670.57
REMODEL/ADDIT.	8	\$ 1,229.40	\$ 324,215.78
ACCESSORY	10	\$ 303.60	\$ 28,868.24
RELOCATE	2	\$ 100.00	\$ 429,975.00
ELECTRIC		\$ -	\$ -
PLUMBING	8	\$ 750.00	\$ -
MECHANICAL	2	\$ 125.00	\$ -
SEWER TAP	2	\$ 500.00	\$ -
TEMP. WATER	2	\$ 240.00	\$ -
WATER TAP	2	\$ 1,676.00	\$ -
TEMP. ELEC.	2	\$ 100.00	\$ -
ELECTRIC SER.	2	\$ 400.00	\$ -
TOTALS	44	\$ 13,618.05	\$ 3,187,729.59

YEAR TO DATE January to December 2025

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	23	\$ 182,219.68	\$ 92,385,031.37
REMODEL/ADDIT.	90	\$ 12,756.53	\$ 3,358,374.13
ACCESSORY	75	\$ 3,491.38	\$ 717,813.18
RELOCATE	44	\$ 4,127.70	\$ 1,648,230.25
ELECTRIC		\$ -	\$ -
PLUMBING	91	\$ 13,942.00	\$ -
MECHANICAL	44	\$ 6,451.00	\$ -
SEWER TAP	19	\$ 4,550.00	\$ -
TEMP. WATER	14	\$ 1,680.00	\$ -
WATER TAP	19	\$ 27,502.57	\$ -
TEMP. ELEC.	16	\$ 800.00	\$ -
ELECTRIC SER.	19	\$ 17,700.00	\$ -
TOTALS	454	\$ 275,220.86	\$ 98,109,448.93

YEAR TO DATE January to December 2024

Permits	Quantity	Permit Fee	Valuation
NEW CONST.	19	\$ 52,969.19	\$ 15,523,039.32
REMODEL/ADDIT.	106	\$ 19,550.83	\$ 8,462,294.38
ACCESSORY	90	\$ 2,737.46	\$ 334,661.84
RELOCATE	65	\$ 5,587.00	\$ 2,772,877.22
ELECTRIC		\$ -	\$ -
PLUMBING	112	\$ 11,213.72	\$ -
MECHANICAL	74	\$ 9,565.20	\$ -
SEWER TAP	14	\$ 3,500.00	\$ -
TEMP. WATER	13	\$ 1,560.00	\$ -
WATER TAP	14	\$ 11,915.56	\$ -
TEMP. ELEC.	11	\$ 550.00	\$ -
ELECTRIC SER.	11	\$ 3,600.00	\$ -
TOTALS	529	\$ 122,748.96	\$ 27,092,872.76

OPEN Property Maintenance Code Violation Report

					10/15/2025
Property Address	Violation Type	Deadline	Owner Information	Delivery Type	Status
2025					
147 Oak St	Vehicles/Trash	9/12/2025	Cossette Varona	Phone Call	CSO Arena made contact with the owner. Stated she needs to get the trash and no running/licensed cars removed and limit the number of fowl. CSO Arena checked the property on 9-9-2025. Progress has been made with the removal of cars and trash. There are less fowl.
406 N 7th	Trees/Grass/Weeds/Trash	9/12/2025	Wess & Shannon Robotham	Phone Call	CSO Arena made contact with the owner. Stated the trash, weeds, grass and volunteer trees need to be taken care. The Owner stated they are selling the property as is.
430 N 2nd	Tree	October 20,2025	Gerwick Trustee	Letter	A certified letter is being mailed to remove the dead tree in the alley
240 N 6th St	Grass	8/22/2025	GH Coffee LLC	Phone Call	CSO Arena made contact with the owner. The small portion of grass will be taken care of.
510 Bradford St	Weeds in ROW	8/22/2025	Go Big Real Estate	Phone Call	CSO made contact regarding the weeds in the corner of the ROW. Some progress was made to limit the height of the weeds.
319 Seward St	Grass/Weeds	8/22/2025	Patricia Johnson	Phone Call	CSO Arena made contact with the owner on 8-14-2025. She stated she will get it taken care of.
311 Seward	Grass/Weeds	8/22/2025	Patricia Johnson	Phone Call	CSO Arena made contract with the owner on 8-14-2025. She stated she will get it taken care of.
2945 Progressive Rd	Gass	8/15/2025	Hung Dao	Phone Call	CSO has attempted contact of the owner.
804 Twin Oaks Rd	Grass	8/15/2025	Le Family Estate	In Person	CSO Arena and Tim Dworak contacted the tenants regarding the mowing of the ROW This has been mowed.
2605 Progressive Ave	Grass	8/15/2025	Casey's General Store	Phone Call	CSO Arena contact the store. The mowing company called and stated they were not aware that was their responsibility, and it wasn't in their contract. 8-14-2025 the ROW was mowed.

OPEN Property Maintenance Code Violation Report

3294 S Hwy 15	Camper/Boarded Windows		Brian Fehlhafer		Waiting on camera footage.
437 S 6th St	Grass/Weeds Vehicles	7/19/2025	Verlin Miller		CSO Arena made contact with Misty Wismer, the tenant. She asked for an extension for trash through the next weekend. She was mowing over the weekend of 7-20-2025
429 S Columbia	Grass/Weeds	7/19/2025	Christopher Yates	Phone Call	7-18 hung the notice, until 7-23 Parks Department mowed and invoiced.
739 N 6th Street	Grass/Weeds/Trash	7/18/2025	William Hudson	Phone Call	CSO Arena left a red tag on the door. The resident called and talked with Tim Dworak regarding the timeframe. Mowing was completed on 7-20-2025
716 N 7th St	Grass/Weeds Unlicensed Vehicles	7/18/2025	Dennis & Willa Taylor	Red Tag	CSO Arena left a red tag on their camper to contact him.
757 N 6th St	Grass/Weeds		DeRoyce Jelinek	Phone Call	The weeds have been sprayed.
227 N 8th St	Weeds	7/3/2025	Austin Weber	In Person	CSO Arena contacted the tenant. Weeds were cut down and sprayed.
840 Seward St	Trash and abandoned vehicle	7/3/2025	Joel & Lisa Blatchford	In Person	CSO Arena made contact with the owner. The trash was removed and the abandoned vehicle was removed.
1008 Elm	Grass/Weeds	6/16/2025	Shawn Powell	Phone	CSO Arena left a message for the owner.
NA	Grass/Weeds	6/16/2025	Beckler Implement	Phone	CSO Arena made contact with Mr. Beckler.
417 S 4th	Rubbish	6/11/2025	Joe Ruzicka	Phone	CSO Arena made contact with the owner. He will try and get the tree branches removed this weekend. Area was cleaned up.
2040 N 4th	Grass/Weeds	5/18/2025	Johannes Van Der Heijden	Phone	Will be taken care of by Thursday 5-15-2025
2605 Progressive Ave	Grass/Weeds	5/18/2025	Casey's General Store	In Person	Made contact with the tenants. Having trouble with their mowing company. Will have it done by the weekend
804 Twin Oaks Rd	Grass/Weeds	5/18/2025	Le Family Estate	In Person	Made contact with the tenants. Having trouble with their mowing company. Will have it done by the weekend
1709 Meadow Lane	Grass/Weeds	5/18/2025	Coral Miller	Phone	
107 South St	Protective treatment, decayed siding, soffits and fascias, windows boarded up, decayed roof	4/10/2025	New owners: The Good Guys Homebuyers LLC	Phone	Property was sold to The Good Guys Homebuyers LLC. A property maintenance Notice and Orders transfer document was filed with the County Clerk noting the new owners as responsible for correcting the code deficiencies.

OPEN Property Maintenance Code Violation Report

			Jane Kroeger	Phone	Jane called and spoke with Tim, Building/Zoning Director. She is negotiating with two parties on the sale of the property and will contact the building department Thursday 4-10 with information on sale and clean-up of the property.
416 N 1st	Trash/Junk	4/10/2025	Sandy Nuttleman	In Person	Sandy Nuttleman repurchased the property and was served notice of clean up and property maintenance items in violation by CSO Arena.
		3/11/2025	Robert Schwamlein		CSO Arena made contact with Crystalynn on 3-10-2025 and gave a two day notice.
429 S Columbia	Trash	2/5/2025	Christopher Yates	Certified Mail Posted on Property	CSO Arena posted the letter to the property on February 27, 2025. A certified letter was also mailed on that same day. No response or attempt to clean up. March 6, 2025 the Seward Street Department removed all trash. An invoice is mailed out 3-11-2025.
937 Elm St	Vegetation/Trash	2/7/2025	Alan Bergantzel	In Person	CSO Shannon Arena made contact with the owner. He plans on taking all the trees and vegetation to the burn site on the next available Saturday.
832 Seward St	Trash	2/7/2025	Mark Masek	In Person	CSO S+E21:F37hannon Are+A15:F35a made contact with A1:F19h the tenant. Trash is scheduled to be picked up on Friday, 2-7-2025. CSO Arena verified it was picked up, but there's more. Will verify it's picked up after 2-14-2025

2. City Treasurer Report

Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
September 30, 2025

H231
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Rate	Moody	State	Ticket-#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			
										Par Value	Book Value	Carrying Value Interest Rec	Market Value Collateral Value
PLEDGE: CITY OF SEWARD (02)													
CMO	3137AWU78	1.250			185157011-1		12/15/2027	1,500,000.00	1,500,000.00	3,259.43	3,259.43	3,232.18	3,232.18
FHR	FHR 4145 AC						12/1/2012	3,259.43	100.00%	3,258.23	3,258.23	3.40	3,235.58
D02/02							AFS						
CMO	38378MBV6	2.250			177049987-1		12/20/2042	2,400,000.00	2,400,000.00	250,807.82	250,807.82	240,120.93	240,120.93
GNC	GNR 2013-23 MG						2/1/2013	250,807.82	100.00%	245,726.87	245,726.87	470.26	240,591.19
D02/02							AFS						
GNMA	36176W2B6	4.000			185168920-1		12/15/2026	560,000.00	560,000.00	3,723.78	3,723.78	3,722.73	3,722.73
GNMA	GNMA POOL 778670						12/1/2011	3,723.78	100.00%	3,751.27	3,751.27	12.41	3,735.14
D02/02							AFS						
MBS	3128CUV29	2.500			177020851-1		2/1/2033	1,000,000.00	1,000,000.00	126,030.17	126,030.17	122,477.71	122,477.71
FGLM	FHLMC POOL G30633						2/1/2013	126,030.17	100.00%	130,493.15	130,493.15	262.56	122,740.27
D02/02							AFS						
MBS	3128MDW74	3.500			177039340-1		12/1/2028	1,450,000.00	1,450,000.00	78,279.99	78,279.99	77,807.38	77,807.38
FGLM	FHLMC POOL G14970						12/1/2013	78,279.99	100.00%	80,230.85	80,230.85	228.32	78,035.70
D02/02							AFS						
MBS	3128QUGL5	4.000			185147609-1		5/1/2027	425,000.00	425,000.00	4,834.25	4,834.25	4,810.16	4,810.16
FGLM	FHLMC POOL J19203						5/1/2012	4,834.25	100.00%	4,868.55	4,868.55	16.11	4,826.27
D02/02							AFS						
MBS	31329KRS5	3.000			177051131-1		4/1/2033	1,000,000.00	1,000,000.00	127,628.74	127,628.74	125,293.30	125,293.30
FGLM	FHLMC POOL ZA2297						9/1/2018	127,628.74	100.00%	123,024.57	123,024.57	319.07	125,612.37
D02/02							AFS						
MBS	3132A8S34	2.500			177051143-1		1/1/2031	860,000.00	860,000.00	111,194.14	111,194.14	107,887.05	107,887.05
FGLM	FHLMC POOL ZS7738						9/1/2018	111,194.14	100.00%	107,582.27	107,582.27	231.65	108,118.70
D02/02							AFS						
MBS	3138AMK38	4.500			185159473-1		7/1/2026	500,000.00	500,000.00	3,872.69	3,872.69	3,868.89	3,868.89
FNMA	FNMA POOL AI7513						7/1/2011	3,872.69	100.00%	3,891.72	3,891.72	14.52	3,883.41
D02/02							AFS						
MBS	3138EJLQ9	4.000			185159924-1		7/1/2027	443,000.00	443,000.00	5,823.46	5,823.46	5,770.61	5,770.61
FNMA	FNMA POOL AL2134						7/1/2012	5,823.46	100.00%	5,885.16	5,885.16	19.41	5,790.02
D02/02							AFS						

Report reflects information submitted to Stifel Bond Accounting by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. See customer's Safekeeping Agent reports as needed.

**Cattle Bank & Trust (052)
Investment Portfolio (1)**

**Pledged Securities Detail
September 30, 2025**

H231
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Report Sequence: sgrp, CUSIP, Ticket

SGRP STyp Loc/Pl	CUSIP Description S&P	Moody	Rate	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		
									Par Value Book Value	Carrying Value Interest Rec	Market Value Collateral Value
MBS	3138EKRM9 FNMA POOL AL3191	3.500		185160071-1		2/1/2028 2/1/2013 AFS	500,000.00 8,063.56	500,000.00 100.00%	8,063.56 8,163.91	8,029.23 23.52	8,029.23 8,052.75
MBS	3138EKX75 FNMA POOL AL3401	5.500		177039339-1		2/1/2034 3/1/2013 AFS	2,000,000.00 172,838.84	2,000,000.00 100.00%	172,838.84 187,817.94	177,656.77 792.18	177,656.77 178,448.95
MBS	3138EKXJ9 FNMA POOL AL3380	5.500		177039338-1		1/1/2034 3/1/2013 AFS	2,000,000.00 136,309.34	2,000,000.00 100.00%	136,309.34 147,556.17	140,110.68 624.75	140,110.68 140,735.43
MBS	3138ELYF4 FNMA POOL AL4309	4.000		185160221-1		10/1/2028 10/1/2013 AFS	1,000,000.00 16,780.51	1,000,000.00 100.00%	16,780.51 17,049.82	16,761.01 55.94	16,761.01 16,816.95
MBS	3138EMCY5 FNMA POOL AL4586	4.000		185160242-1		2/1/2027 12/1/2013 AFS	575,000.00 1,752.71	575,000.00 100.00%	1,762.71 1,778.86	1,756.28 5.88	1,756.28 1,762.16
MBS	3138EMPD7 FNMA POOL AL4919	3.500		184006560-1		3/1/2029 2/1/2014 AFS	2,000,000.00 106,769.24	631,641.94 31.58%	33,719.96 34,588.67	33,562.79 98.35	33,562.79 33,661.14
MBS	3138EQSH1 FNMA POOL AL8047	3.500		176002956-1		11/1/2030 1/1/2016 AFS	1,050,000.00 114,840.51	1,050,000.00 100.00%	114,840.51 119,157.71	111,289.62 334.95	111,289.62 111,624.57
MBS	3138WDJ82 FNMA POOL AS4206	3.000		178000698-1		1/1/2030 12/1/2014 AFS	1,160,000.00 70,927.90	1,160,000.00 100.00%	70,927.90 72,744.81	70,739.91 177.32	70,739.91 70,917.23
MBS	3140FBGJ3 FNMA POOL BD3800	2.000		177051139-1		7/1/2031 7/1/2016 AFS	1,375,000.00 202,084.20	1,375,000.00 100.00%	202,084.20 194,477.28	192,525.92 336.81	192,525.92 192,862.73
MBS	3140J5EA3 FNMA POOL BM1028	2.500		177039342-1		12/1/2029 3/1/2017 AFS	1,750,000.00 129,045.82	1,750,000.00 100.00%	129,045.82 130,903.45	125,716.40 268.85	125,716.40 125,985.25
MBS	3140J5EA3 FNMA POOL BM1028	2.500		185164038-1		12/1/2029 3/1/2017 AFS	300,000.00 22,122.14	300,000.00 100.00%	22,122.14 22,165.28	21,551.38 46.09	21,551.38 21,597.47

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**Cattle Bank & Trust (052)
Investment Portfolio (1)**

**Pledged Securities Detail
September 30, 2025**

H231
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SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values		Carrying Value Interest Rec	Market Value Collateral Value
									Par Value	Book Value		
MBS	3140X9LKG		3.000	177020855-1		1/1/2041	500,000.00	500,000.00	227,543.23	211,802.41	211,802.41	
FNMA	FNMA POOL FM5729					1/1/2021	227,543.23	100.00%	239,047.43	568.86	212,971.27	
D02/02						AFS						
MBS	31418AAC2		3.000	185165786-1		11/1/2026	1,000,000.00	1,000,000.00	6,168.91	6,124.42	6,124.42	
FNMA	FNMA POOL MA0902					10/1/2011	6,168.91	100.00%	6,183.23	15.42	6,139.84	
D02/02						AFS						
MBS	31418AKN7		3.000	177011537-1		10/1/2032	800,000.00	800,000.00	72,765.66	71,831.42	71,831.42	
FNMA	FNMA POOL MA1200					9/1/2012	72,765.66	100.00%	75,397.27	181.91	72,013.33	
D02/02						AFS						
MBS	31418AVK1		3.000	177039341-1		7/1/2028	1,000,000.00	1,000,000.00	49,905.89	49,336.04	49,336.04	
FNMA	FNMA POOL MA1517					6/1/2013	49,905.89	100.00%	50,530.65	124.76	49,460.80	
D02/02						AFS						
MBS	31418B5R3		4.000	177020853-1		6/1/2036	410,000.00	410,000.00	70,013.10	67,045.25	67,045.25	
FNMA	FNMA POOL MA2655					5/1/2016	70,013.10	100.00%	73,886.04	233.38	67,278.63	
D02/02						AFS						
MBS	31418DRM6		2.000	177046216-1		8/1/2030	610,000.00	610,000.00	146,278.69	140,969.99	140,969.99	
FNMA	FNMA POOL MA4091					7/1/2020	146,278.69	100.00%	143,182.23	243.80	141,213.79	
D02/02						AFS						
MBS	31418EA63		1.500	177046016-1		2/1/2032	179,142.00	167,163.35	87,885.05	82,696.58	82,696.58	
FNMA	FNMA POOL MA4530					1/1/2022	94,162.75	93.31%	84,415.30	109.86	82,806.44	
D02/02						AFS						
MUNI	25887CAZ1		2.250	177039343-1	Cont	1/1/2034	120,000.00	120,000.00	120,000.00	100,181.69	100,181.69	
GO	DOUGLAS CNTY NEB S&I #540				100.000	1/5/2022	120,000.00	100.00%	120,000.00	675.00	100,856.69	
D02/02						AFS						
MUNI	259290EB6		3.100	185142828-1	Contn	8/15/2030	150,000.00	150,000.00	150,000.00	144,470.39	144,470.39	
GO	DOUGLAS CNTY NE SAN & IMPT DIS				100.000	6/15/2016	150,000.00	100.00%	150,000.00	594.17	145,064.56	
D02/02						AFS						
MUNI	259292CS7		2.700	185142831-1	Contn	11/15/2026	280,000.00	280,000.00	280,000.00	277,897.96	277,897.96	
GO	DOUGLAS CNTY SAN IMPT DIST 427				100.000	11/15/2017	280,000.00	100.00%	280,000.00	2,856.00	280,753.96	
D02/02						AFS						
MUNI	259305DT4		2.500	178003667-1	Cont	3/1/2036	150,000.00	150,000.00	150,000.00	120,233.51	120,233.51	
GO	DOUGLAS CNTY NEB S&I #499				100.000	3/1/2022	150,000.00	100.00%	150,000.00	312.50	120,546.01	
D02/02						AFS						

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Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
September 30, 2025

H231
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Report Sequence: sgrp, CUSIP, Ticket

SGRP STYP Loc/PI	CUSIP Description S&P	Moody	Rate	Ticket-P#	State	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value Collateral Value
										Par Value	Book Value	Carrying Value Interest Rec	
MUNI GO D02/02	25930EEB3 DOUGLAS CNTY NEB S&I #441		2.500	178003675-1	NE	Cont 3/15/2027 100.000	9/15/2035 3/18/2022 AFS	260,000.00 260,000.00	260,000.00 100.00%	260,000.00 260,000.00	213,423.60 288.89	213,423.60 213,712.49	
MUNI GO D02/02	25930TBJ6 DOUGLAS CNTY NEB SANI & #421		2.900	184003054-1	NE	Cont 10/1/2025 100.000	11/15/2036 5/19/2020 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	49,465.86 547.78	49,465.86 50,013.64	
MUNI GO D02/02	25931BEG7 DOUGLAS CNTY NEB SAN & IMPT DI		2.750	184010678-1	NE	Cont 5/1/2026 100.000	5/1/2035 5/3/2021 AFS	175,000.00 175,000.00	175,000.00 100.00%	175,000.00 175,000.00	145,539.24 2,005.21	145,539.24 147,544.45	
MUNI GO D02/02	25931LCN2 DOUGLAS CNTY NE SAN & IMPT		2.700	185142862-1	NE	Cont 10/1/2025 100.000	11/15/2028 11/15/2016 AFS	170,000.00 170,000.00	170,000.00 100.00%	170,000.00 170,000.00	165,297.03 1,734.00	165,297.03 167,031.03	
MUNI GO D02/02	25931VBN1 DOUGLAS CNTY NE SAN & IMPT		3.500	185142866-1	NE	Cont 10/1/2025 100.000	8/15/2032 7/27/2017 AFS	50,000.00 50,000.00	50,000.00 100.00%	50,000.00 50,000.00	47,531.32 223.61	47,531.32 47,754.93	
MUNI GO D02/02	25931VCF7 DOUGLAS CNTY NEB SAN #471		2.350	177020849-1	NE	Cont 2/15/2026 100.000	8/15/2035 2/19/2021 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	87,317.02 300.28	87,317.02 87,617.30	
MUNI GO D02/02	25933BEB6 DOUGLAS CNTY NEB SAN & IMPT DI		3.000	184003099-1	NE	Cont 10/1/2025 100.000	11/15/2035 5/19/2020 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	144,254.00 1,700.00	144,254.00 145,954.00	
MUNI GO D02/02	25936RBY1 DOUGLAS CNTY NEB S&I #537		2.400	177039345-1	NE	Cont 1/15/2027 100.000	1/15/2039 1/21/2022 AFS	150,000.00 150,000.00	150,000.00 100.00%	150,000.00 150,000.00	105,922.66 760.00	105,922.66 106,682.66	
MUNI REV D02/02	373807CE4 GERING NEB COMBINED UTILS REV		1.850	184010461-1	NE	Cont 4/29/2026 100.000	12/15/2035 4/29/2021 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	80,942.00 544.72	80,942.00 81,486.72	
MUNI REV D02/02	57973FDD8 MCCOOK NE PUBLIC PWR DIST		3.150	185181069-1	NE	Cont 10/1/2025 100.000	12/15/2030 8/9/2017 AFS	100,000.00 100,000.00	100,000.00 100.00%	100,000.00 100,000.00	95,953.90 927.50	95,953.90 96,881.40	
MUNI GO D02/02	652810G22 NEWTON IOWA		3.000	182011996-1	IA	Cont 6/1/2029 100.000	6/1/2033 4/20/2022 AFS	185,000.00 185,000.00	185,000.00 100.00%	185,000.00 188,217.36	186,269.69 1,850.00	186,269.69 188,119.69	

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Cattle Bank & Trust (052)
Investment Portfolio (1)

Pledged Securities Detail
September 30, 2025

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Report Sequence: sgrp, CUSIP, Ticket

SGrp	CUSIP	Description	Moody	Rate	State	Ticket-P#	Call Type	Maturity Dt	Total Face	Pledge Values			Market Value		
										Next Call Dt	Issue Dt	Par Value		Book Value	Carrying Value
STyp	Loc/PI	S&P					Call Price	Intent	Total Par	Pledged Face % of Total	Par Value	Book Value	Carrying Value	Interest Rec	Collateral Value
MUNI	71366VKE9	PERENNIAL PUB PWR DIST NEB ELE		1.800	NE	177020856-1	Cont	12/15/2036	210,000.00	210,000.00	210,000.00	210,000.00	178,770.63	178,770.63	178,770.63
REV							2/17/2026	2/17/2021	210,000.00	210,000.00	210,000.00	210,000.00	1,113.00	1,113.00	179,883.63
D02/02							100.000	AFS		100.00%					
MUNI	80373YER3	SARPY CNTY NEB S&I #158		2.800	NE	182012079-1	Cont	10/15/2035	150,000.00	150,000.00	150,000.00	150,000.00	131,179.50	131,179.50	131,179.50
GO							4/15/2027	4/19/2022	150,000.00	150,000.00	150,000.00	150,000.00	1,936.67	1,936.67	133,116.17
D02/02							100.000	AFS		100.00%					
MUNI	80377BKT8	SARPY CNTY NEB S&I DIST #264		2.350	NE	184010680-1	Cont	8/15/2034	180,000.00	180,000.00	180,000.00	180,000.00	148,286.31	148,286.31	148,286.31
GO							5/3/2026	5/3/2021	180,000.00	180,000.00	180,000.00	180,000.00	540.50	540.50	148,826.81
D02/02							100.000	AFS		100.00%					
MUNI	80377TBE2	SARPY CNTY NE SAN & IMPT DIST		2.800	NE	185187220-1	Contin	11/15/2028	85,000.00	85,000.00	85,000.00	85,000.00	82,961.07	82,961.07	82,961.07
GO							10/1/2025	11/15/2016	85,000.00	85,000.00	85,000.00	85,000.00	899.11	899.11	83,860.18
D02/02							100.000	AFS		100.00%					
MUNI	80377TBF9	SARPY CNTY NE SAN & IMPT DIST		2.900	NE	185187221-1	Contin	11/15/2029	85,000.00	85,000.00	85,000.00	85,000.00	82,109.83	82,109.83	82,109.83
GO							10/1/2025	11/15/2016	85,000.00	85,000.00	85,000.00	85,000.00	931.22	931.22	83,041.05
D02/02							100.000	AFS		100.00%					
MUNI	80378TEW8	SARPY CNTY NE SAN & IMPT DIST		3.850	NE	185187230-1	Contin	10/15/2033	85,000.00	85,000.00	85,000.00	85,000.00	82,084.89	82,084.89	82,084.89
GO							10/1/2025	4/15/2018	85,000.00	85,000.00	85,000.00	85,000.00	1,508.99	1,508.99	83,593.88
D02/02							100.000	AFS		100.00%					
MUNI	80379AEF5	SARPY CNTY NEB SAN & IMPT #243		2.700	NE	177011631-1	Cont	8/15/2038	290,000.00	290,000.00	290,000.00	290,000.00	215,575.30	215,575.30	215,575.30
GO							10/1/2025	8/19/2020	290,000.00	290,000.00	290,000.00	290,000.00	1,000.50	1,000.50	216,575.80
D02/02							100.000	AFS		100.00%					
MUNI	80379KEN6	SARPY CNTY NEB SAN & IMPT #272		2.300	NE	177018881-1	Cont	12/15/2034	50,000.00	50,000.00	50,000.00	50,000.00	40,468.73	40,468.73	40,468.73
GO							12/15/2025	1/11/2021	50,000.00	50,000.00	50,000.00	50,000.00	338.51	338.51	40,807.34
D02/02							100.000	AFS		100.00%					
MUNI	810140LP6	SCOTT'S BLUFF CNTY NEB		2.550	NE	182012068-1	Cont	1/15/2034	250,000.00	250,000.00	250,000.00	250,000.00	213,647.92	213,647.92	213,647.92
GO							4/21/2027	4/21/2022	250,000.00	250,000.00	250,000.00	250,000.00	1,345.83	1,345.83	214,993.75
D02/02							100.000	AFS		100.00%					
MUNI	818483FG9	SEWARD NE ELEC REV		2.450	NE	185187557-1	Contin	2/15/2028	150,000.00	150,000.00	150,000.00	150,000.00	145,385.84	145,385.84	145,385.84
REV							10/1/2025	6/15/2016	150,000.00	150,000.00	150,000.00	150,000.00	469.58	469.58	145,855.42
D02/02							100.000	AFS		100.00%					
MUNI	886094CD1	THURSTON CNTY NEB		2.500	NE	184003102-1	Cont	12/15/2035	200,000.00	200,000.00	200,000.00	200,000.00	160,791.42	160,791.42	160,791.42
GO							10/1/2025	5/28/2020	200,000.00	200,000.00	200,000.00	200,000.00	1,472.22	1,472.22	162,263.64
D02/02							100.000	AFS		100.00%					

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**Cattle Bank & Trust (052)
Investment Portfolio (1)**

**Pledged Securities Detail
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Report Sequence: sgrp, CUSIP, Ticket

SGrp STyp Loc/PI	CUSIP Description S&P	Moody	Rate	State	Ticket-P#	Call Type Next Call Dt Call Price	Maturity Dt Issue Dt Intent	Total Face Total Par	Pledged Face % of Total	Pledge Values			Market Value
										Par Value	Book Value	Carrying Value	
TAX	534239FX1		3.000	NE	177045043-1		7/15/2026	100,000.00	100,000.00	100,000.00	99,489.03	99,489.03	
TAXGO	LINCOLN NEB						8/20/2020	100,000.00	100.00%	99,980.98	633.33	100,122.36	
D02/02	AAA						AFS						
TAX	61779RBT8		1.987	NE	177020846-1	Cont	12/1/2031	210,000.00	210,000.00	210,000.00	180,509.06	180,509.06	
TAXGO	MORRILL CNTY NEB SCH DIST #63						2/25/2021	210,000.00	100.00%	210,000.00	1,355.90	181,864.96	
D02/02	AA	A3				100.000	AFS						
CITY OF SEWARD								31,201,805.29		6,519,510.50	5,950,456.44	5,950,456.44	
										6,569,771.29	34,685.46	5,985,141.90	

CASH IN BANK \$4,830,709.70

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Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 9/30/2025

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Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	082152CN7	AFS	BENNET VLG -REF NE 26 02/15/26	0.75		185,000.00 100.00%	185,000.00	185,000.00	182,667.15
COMM: COMMERCE BANK	148006EZ8	AFS	CASS CO SD #1 NE 26 12/15/26	2.35		200,000.00 100.00%	200,000.00	200,000.00	195,710.00
COMM: COMMERCE BANK	25932KCL7	AFS	DOUGLAS SID #404-REF NE 27 08/15/27	1.75		225,000.00 100.00%	225,000.00	225,000.00	221,748.75
COMM: COMMERCE BANK	869325CL2	AFS	SUTHERLAND -REF NE 28 06/15/28	0.95		140,000.00 100.00%	140,000.00	140,000.00	129,801.00
COMM: COMMERCE BANK	25932KCM5	AFS	DOUGLAS SID #404-REF NE 28 08/15/28	1.85		230,000.00 100.00%	230,000.00	230,000.00	224,673.20
COMM: COMMERCE BANK	25933AFG6	AFS	DOUGLAS SID #492-REF NE 28 08/15/28	3.20		175,000.00 100.00%	175,000.00	175,000.00	173,309.50
COMM: COMMERCE BANK	123540GD2	AFS	BUTLER CO SD - 0056 NE 28 12/15/28	1.35		150,000.00 100.00%	150,000.00	150,000.00	138,313.50
COMM: COMMERCE BANK	80373YCT1	AFS	SARPY CO SID #158-REF NE 29 11/15/29	3.10		155,000.00 100.00%	155,000.00	155,000.00	151,421.05
COMM: COMMERCE BANK	920340BQ8	AFS	VALPARAISO RURAL FIRE NE 3C 07/15/30	2.10		75,000.00 100.00%	75,000.00	75,000.00	68,334.00
COMM: COMMERCE BANK	486890X92	AFS	KEARNEY NE 30 10/15/30	2.60	A+	150,000.00 100.00%	150,000.00	150,000.00	142,648.50
COMM: COMMERCE BANK	0792124W3	AFS	BELLEVUE-REF NE 30 12/15/30	3.10		250,000.00 100.00%	250,000.00	250,000.00	239,585.00
COMM: COMMERCE BANK	751265RA9	AFS	RALSTON-VEHICLE NE 32 06/01/32	3.70		300,000.00 100.00%	300,000.00	300,000.00	300,192.00
COMM: COMMERCE BANK	25932WDR7	AFS	DOUGLAS CO #517 NE 32 08/15/32	2.70		235,000.00 100.00%	235,000.00	235,000.00	221,332.40

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9/30/2025 9:54 AM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 9/30/2025

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
								Original Face	Par	Book Value	Market Value
COMM: COMMERCE BANK	661615UB8	AFS	N PLATTE-REF NE 32 12/15/32		3.00	A+	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	200,028.00
COMM: COMMERCE BANK	80378TEW8	AFS	SARPY SID #257-REF NE 33 10/15/33		3.85		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	241,887.50
COMM: COMMERCE BANK	698864HR9	AFS	PAPILLION MUNI FACS NE 33 12/15/33		3.00	Aa1	175,000.00 100.00%	175,000.00	175,000.00	175,000.00	167,749.75
COMM: COMMERCE BANK	818468BN9	AFS	SEWARD-REF NE 33 12/15/33		2.35	AA	400,000.00 100.00%	400,000.00	400,000.00	400,000.00	376,712.00
COMM: COMMERCE BANK	943776KA1	AFS	WAVERLY NE 34 06/01/34		2.95		335,000.00 100.00%	335,000.00	335,000.00	335,000.00	295,101.50
COMM: COMMERCE BANK	840372SX5	AFS	SOUTH SIOUX CITY-REF NE 36 08/01/36		2.20		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	180,844.00
COMM: COMMERCE BANK	25929PDW6	AFS	DOUGLAS SID #491-REF NE 36 09/15/36		2.60		200,000.00 100.00%	200,000.00	200,000.00	200,000.00	162,914.00
COMM: COMMERCE BANK	80378EDN2	AFS	SARPY SID #263-REF NE 36 09/15/36		3.80		260,000.00 100.00%	260,000.00	260,000.00	260,000.00	246,368.20
COMM: COMMERCE BANK	98676TCF8	AFS	YORK NE-B-REF NE 36 10/01/36		1.85		200,000.00 100.00%	200,000.00	200,000.00	199,016.71	145,322.00
COMM: COMMERCE BANK	23087RHC5	AFS	CUMING CO-B-REF NE 36 12/15/36		2.00		250,000.00 100.00%	250,000.00	250,000.00	250,000.00	203,987.50
COMM: COMMERCE BANK	68905WFK3	AFS	OTOE CO NE SD #501-B NE 36 12/15/36		1.70	Aa2	200,000.00 100.00%	200,000.00	200,000.00	200,000.00	163,940.00
COMM: COMMERCE BANK	80378DT4	AFS	SARPY CO SD#46 NE 36 12/15/36		2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	200,477.61	159,224.00
COMM: COMMERCE BANK	25938WBX0	AFS	DOUGLAS CO SID #562 NE 37 06/01/37		3.85		320,000.00 100.00%	320,000.00	320,000.00	320,000.00	285,385.60

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Pledges By Pledgee And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

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Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	80377XCV4	AFS	SARPY CO SID #190-REF NE 37 10/15/37	4.00		205,000.00 100.00%	205,000.00	205,000.00	192,827.10
COMM: COMMERCE BANK	25929RCY9	AFS	DOUGLAS CO SID #485 NE 38 05/15/38	2.65		200,000.00 100.00%	200,000.00	200,000.00	149,564.00
COMM: COMMERCE BANK	25933VBY5	AFS	DOUGLAS CO SANTN 559 NE 38 06/15/38	4.10		165,000.00 100.00%	165,000.00	165,000.00	154,009.35
COMM: COMMERCE BANK	25932EDK2	AFS	DOUGLAS CO SID #438 NE 38 08/15/38	4.20		250,000.00 100.00%	250,000.00	250,000.00	250,180.00
COMM: COMMERCE BANK	80373RDR9	AFS	SARPY CO DT #220-REF NE 38 08/15/38	4.05		170,000.00 100.00%	170,000.00	170,000.00	164,554.90
COMM: COMMERCE BANK	80387LAP3	AFS	SARPY CO SAN & IMP DT NE 38 08/15/38	2.75		290,000.00 100.00%	290,000.00	290,000.00	217,523.20
COMM: COMMERCE BANK	72778PCU5	AFS	PLATTE CO SD #5 NE 38 12/15/38	2.00	AA-	200,000.00 100.00%	200,000.00	200,000.00	148,352.00
COMM: COMMERCE BANK	80379KDH0	AFS	SARPY CO SID #272-REF NE 38 12/15/38	4.40		215,000.00 100.00%	215,000.00	215,000.00	205,735.65
COMM: COMMERCE BANK	25934MCK3	AFS	DOUGLAS SID #531-REF NE 39 01/15/39	4.35		200,000.00 100.00%	200,000.00	200,000.00	189,978.00
COMM: COMMERCE BANK	25936ECH6	AFS	DOUGLAS CO SID #561 NE 39 01/15/39	4.35		180,000.00 100.00%	180,000.00	180,000.00	170,980.20
COMM: COMMERCE BANK	25930BEE3	AFS	DOUGLAS CO SID #504 NE 39 08/15/39	3.40		215,000.00 100.00%	215,000.00	215,000.00	188,305.60
COMM: COMMERCE BANK	25931EGP9	AFS	DOUGLAS CO SAN #503 NE 39 08/15/39	2.65		225,000.00 100.00%	225,000.00	225,000.00	163,140.75
COMM: COMMERCE BANK	80373XBC1	AFS	SARPY CO SAN & IMP NT NE 39 08/15/39	2.60		200,000.00 100.00%	200,000.00	200,000.00	143,454.00

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9/30/2025 9:54 AM - BLA / JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 9/30/2025

Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
COMM: COMMERCE BANK	80373YDV5	AFS	SARPY CO SID#158-REF NE 39 08/15/39		2.95		190,000.00 100.00%	190,000.00	190,000.00	176,536.60
COMM: COMMERCE BANK	25931BEJ1	AFS	DOUGLAS SID #507-REF NE 40 05/01/40		3.15		185,000.00 100.00%	185,000.00	185,000.00	139,144.05
COMM: COMMERCE BANK	25933VDM9	AFS	DOUGLAS CO SD #559 NE 40 05/15/40		3.40		175,000.00 100.00%	175,000.00	175,000.00	168,302.75
COMM: COMMERCE BANK	25930LDG7	AFS	DOUGLAS CO NE SID#530 NE 40 09/15/40		3.00		150,000.00 100.00%	150,000.00	150,000.00	121,227.00
COMM: COMMERCE BANK	25933EEG9	AFS	DOUGLAS CO SAN & IMPT NE 4C 11/15/40		3.15		190,000.00 100.00%	190,000.00	190,000.00	171,513.00
COMM: COMMERCE BANK	80388MBJ3	AFS	SARPY CNTY SANITATION NE 4C 12/15/40		4.00		240,000.00 100.00%	240,000.00	240,000.00	197,287.20
COMM: COMMERCE BANK	617775EV9	AFS	MORRILL CO NE 41 06/15/41		2.25		240,000.00 100.00%	240,000.00	240,000.00	157,353.60
COMM: COMMERCE BANK	25936EDY8	AFS	DOUGLAS CO SID #561 NE 41 07/15/41		2.90		235,000.00 100.00%	235,000.00	235,000.00	189,546.30
COMM: COMMERCE BANK	25939LDA1	AFS	DOUGLAS CO SID #567 NE 41 07/15/41		2.75		200,000.00 100.00%	200,000.00	200,000.00	129,198.00
COMM: COMMERCE BANK	25930LDN2	AFS	DOUGLAS CO SAN #530 NE 41 08/15/41		2.85		200,000.00 100.00%	200,000.00	200,000.00	138,830.00
COMM: COMMERCE BANK	80379QBT3	AFS	SARPY CO NE SAN-REF NE 41 08/15/41		2.75		255,000.00 100.00%	255,000.00	255,000.00	174,384.30
COMM: COMMERCE BANK	80387LAS7	AFS	SARPY CO SAN & IMP DT NE 41 08/15/41		2.90		200,000.00 100.00%	200,000.00	200,000.00	139,858.00
COMM: COMMERCE BANK	25938MDE2	AFS	DOUGLAS CO SAN & IMPT NE 41 09/01/41		2.80		200,000.00 100.00%	200,000.00	200,000.00	138,186.00

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9/30/2025 9:54 AM - BLA - JNBT

Pledges By Pledgee And Maturity



Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 9/30/2025

Page 14 of 41

Receipt# Safekeeping Location	CUSIP Location	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
COMM: COMMERCE BANK	25933EFW3	AFS	DOUGLAS CO NE SAN-B NE 41 09/15/41	2.85		235,000.00 100.00%	235,000.00	235,000.00	162,843.25
COMM: COMMERCE BANK	25939HCU7	AFS	DOUGLAS CO SID#563 NE 41 11/15/41	2.85		200,000.00 100.00%	200,000.00	200,000.00	135,584.00
COMM: COMMERCE BANK	119483EL5	AFS	BUFFALO CO SD #0009 NE 41 12/15/41	2.00	A1	200,000.00 100.00%	200,000.00	194,704.86	141,946.00
COMM: COMMERCE BANK	259327W42	AFS	DOUGLAS CO SD #17 NE 41 12/15/41	4.00	AA	250,000.00 100.00%	250,000.00	254,305.19	249,267.50
COMM: COMMERCE BANK	25932XD4	AFS	DOUGLAS CO NE SID-REF NE 41 12/15/41	2.75		250,000.00 100.00%	250,000.00	250,000.00	200,750.00
COMM: COMMERCE BANK	25940KAS4	AFS	SID DOUGLAS #596-REF NE 41 12/15/41	2.75		275,000.00 100.00%	275,000.00	275,000.00	187,929.50
COMM: COMMERCE BANK	808290FV7	AFS	SCHUYLER NE 42 03/15/42	2.75		250,000.00 100.00%	250,000.00	250,000.00	173,115.00
COMM: COMMERCE BANK	80376KBN2	AFS	SARPY CO SID #334 NE 42 05/15/42	3.70		215,000.00 100.00%	215,000.00	215,000.00	178,389.80
COMM: COMMERCE BANK	25932XE6	AFS	DOUGLAS CO SID #524 NE 42 09/15/42	4.65		250,000.00 100.00%	250,000.00	250,000.00	229,985.00
COMM: COMMERCE BANK	25929MEM4	AFS	DOUGLAS CO SID #405-R NE 42 11/15/42	3.55		250,000.00 100.00%	250,000.00	250,000.00	182,890.00
COMM: COMMERCE BANK	006058DK4	AFS	ADAMS CO NE 42 12/15/42	4.00	AA-	300,000.00 100.00%	300,000.00	304,851.45	285,993.00
COMM: COMMERCE BANK	80387HCA3	AFS	SARPY CO SID #304 NE 43 05/15/43	5.00		200,000.00 100.00%	200,000.00	200,000.00	180,830.00
COMM: COMMERCE BANK	3132DMPY5	AFS	FRLMC 30YR 03/01/50	3.50		1,000,000.00 100.00%	1,000,000.00	501,141.28	460,293.25

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Pledges By Pledge And Maturity

BBA

Pledged To: CITY TREASURER

Jones Bank - Seward, NE

As Of 9/30/2025

Receipt# Safekeeping Location	CUSIP	ASC 320 Maturity	Description	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
								Original Face	Par	
65 Securities Pledged To: 1010 - CITY TREASURER										
							14,910,000.00	14,411,141.28	14,459,158.68	12,368,987.95

CASH IN BANK \$9,156,985.67

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.
9/30/2025 9:54 AM - BLA / JNET

TREASURER'S REPORT		MONTH OF: SEPTEMBER 2025				
VARIANCE AT: 100%						
DEPARTMENT	REVENUE BUDGET	CURRENT YTD REVENUE	VARIANCE	UNRECEIPTED BALANCE	PREVIOUS YTD REVENUE	DIFFERENCE B/W BUDGET YEARS
ELECTRIC	15,568,990	13,591,401	87%	1,977,589	13,374,157	217,244
ELEC BOND PYMT						
WATER	7,803,000	2,469,034	32%	5,333,966	2,402,934	66,100
WATER BOND PYMTS						
WATER SINKING FUND	20,000	20,000	100%	- 0 -	20,000	- 0 -
WASTEWATER TREATMENT	21,807,388	3,004,625	14%	18,802,763	2,595,743	408,882
WWTW BOND PYMT						
WWTW SINKING FUND	930,000	930,000	100%	- 0 -	580,000	350,000
TOTAL BUSINESS-TYPE FUNDS	46,129,378	20,015,060	43%	26,114,318	18,972,834	1,042,226
GENERAL REVENUES	5,411,339	5,925,028	109%	(513,689)	5,294,983	630,045
POLICE	6,650	2,920	44%	3,730	7,254	(4,334)
E911	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
STREET	5,997,066	2,562,629	43%	3,434,437	3,436,583	(873,954)
STREET STP FUNDS	190,428	190,435	100%	(7)	195,116	(4,681)
DEBT SERVICE	596,674	600,851	101%	(4,177)	839,540	(238,689)
RAIL CAMPUS	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
CDBG DOWNTOWN REVITAL GRANT	- 0 -	84,151	0%	(84,151)	110,067	(25,916)
BLDGS & GRDS (CITY HALL)	48,000	48,000	100%	- 0 -	45,943	2,057
LEVEE ACCREDITATION	146,250	- 0 -	0%	146,250	- 0 -	- 0 -
CIVIC CENTER	1,729,525	2,017,770	117%	(288,245)	651,294	1,366,476
LIBRARY	41,080	48,794	119%	(7,714)	124,956	(76,162)
PUBLIC PROPERTIES	32,000	34,478	108%	(2,478)	39,879	(5,401)
CEMETERY	68,000	83,424	123%	(15,424)	65,650	17,774
GOLF COURSE	599,525	560,063	93%	39,462	777,662	(217,599)
GUTHMAN TRUST - REGULAR	425	437	103%	(12)	583	(146)
GUTHMAN TRUST - PAVING	100	141	141%	(41)	294	(153)
PERPETUAL CARE - PRINCIPAL	8,250	12,150	147%	(3,900)	9,150	3,000
PERPETUAL CARE - INTEREST	3,000	4,271	142%	(1,271)	4,194	77
BLDGS & GRDS (OTHER)	250	- 0 -	0%	250	4,616	(4,616)
BLDG INSP/PLAN & ZONING	104,450	207,948	199%	(103,498)	116,724	91,224
FIRE/EQUIP SINKING FUND	509,000	693,700	136%	(184,700)	263,878	429,822
TREE BOARD	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
ENGINEER	133,663	125,851	94%	- 0 -	109,916	15,935
DOWDING POOL /SWIM LESSONS	97,000	79,099	82%	17,901	121,065	(41,966)
CONCESSION STAND	900	900	100%	- 0 -	- 0 -	900
RECREATION/COMPLEX LIGHTS	43,075	64,981	151%	(21,906)	47,792	17,189
SENIOR CENTER	98,000	88,572	90%	9,428	86,716	1,856
SENIOR SHUTTLE	4,600	4,577	99%	23	4,460	117
RECYCLING	5,500	2,106	38%	3,394	6,613	(4,507)
WELLNESS CENTER	415,000	396,619	0%	18,381	13,145	383,474
ECONOMIC DEVELOPMENT (LB840)	279,689	322,915	115%	(43,226)	322,499	416
CAPITAL IMPROVEMENTS FUND	11,161,100	4,666,542	42%	6,494,558	1,651,557	3,014,985
TAX INCREMENT FINANCING	642,906	848,323	132%	(205,417)	754,660	93,663
TOTAL GOVERNMENTAL FUNDS	28,373,445	19,677,675	69%	8,687,957	15,106,789	4,570,886
(UNAUDITED)						

TREASURER'S REPORT	MONTH OF: SEPTEMBER 2025					
VARIANCE AT: 100%						
	EXPENDITURES	CURRENT YTD		UNEXPENDED	PREVIOUS YTD	DIFFERENCE
DEPARTMENT	BUDGET	EXPENDITURES	VARIANCE	BALANCE	EXPENDITURES	B/W BUDGET YEARS
ELECTRIC	16,115,995	12,125,994	75%	3,990,001	12,069,265	56,729
ELEC BOND PYMT	492,108	493,064	100%	(956)	497,568	(4,504)
WATER	6,878,179	4,917,258	71%	1,960,921	5,329,397	(412,139)
WATER BOND PYMTS	357,426	357,426	100%	(0)	357,379	47
WATER SINKING FUND	20,000	20,000	0%	- 0 -	- 0 -	20,000
WASTEWATER TREATMENT	11,824,281	2,034,477	17%	9,789,804	2,033,021	1,456
WWTW BOND PYMT	297,193	297,193	100%	1	288,218	8,975
WWTW SINKING FUND	930,000	930,000	0%	- 0 -	- 0 -	930,000
TOTAL BUSINESS-TYPE FUNDS	36,915,182	21,175,411	57%	15,739,771	20,574,848	600,563
GENERAL EXPENSES	1,362,897	1,455,058	107%	(92,161)	1,964,901	(509,843)
POLICE	1,952,173	1,918,844	98%	33,329	1,675,907	242,937
E911	246,299	246,299	100%	0	282,085	(35,786)
POLICE EQUITABLE SHARING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
STREET	6,773,162	2,579,061	38%	4,194,101	4,950,252	(2,371,191)
STREET STP FUNDS	190,428	178,511	94%	11,917	190,474	(11,963)
DEBT SERVICE	591,674	590,924	100%	750	830,392	(239,468)
RAIL CAMPUS	11,000	17,945	163%	(6,945)	31,755	(13,810)
CDBG-DOWNTOWN REVITAL GRANT	- 0 -	84,151	0%	(84,151)	110,067	(25,916)
BLDGS & GRDS (CITY HALL)	26,729	20,058	75%	6,671	21,604	(1,546)
LEVEE ACCREDITATION	215,000	269,924	126%	(54,924)	230,303	39,621
CIVIC CENTER	1,764,525	2,246,998	127%	(482,473)	651,294	1,595,704
LIBRARY	596,015	592,392	99%	3,623	649,209	(56,817)
PUBLIC PROPERTIES	581,959	620,422	107%	(38,463)	515,220	105,202
CEMETERY	259,270	250,611	97%	8,659	201,768	48,843
GOLF COURSE	847,336	623,697	74%	223,639	806,016	(182,319)
GUTHMAN TRUST - REGULAR	145	145	100%	- 0 -	- 0 -	145
GUTHMAN TRUST - PAVING	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PERPETUAL CARE - PRINCIPAL	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
PERPETUAL CARE - INTEREST	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
BLDGS & GRDS (OTHER)	13,400	10,261	77%	3,139	11,547	(1,286)
BLDG INSP/PLAN & ZONING	178,476	153,670	86%	24,806	109,640	44,030
FIRE/EQUIP SINKING FUND	957,256	610,268	64%	346,988	287,215	323,053
TREE BOARD	12,500	11,971	96%	529	4,300	7,671
ENGINEER	178,217	167,801	94%	- 0 -	146,554	21,247
DOWDING POOL	267,037	279,647	105%	(12,610)	342,502	(62,855)
CONCESSION STAND	- 0 -	- 0 -	0%	- 0 -	- 0 -	- 0 -
SWIMMING LESSONS	9,689	9,910	102%	(221)	6,890	3,020
RECREATION/COMPLEX LIGHTS	375,354	312,169	83%	63,185	338,834	(26,665)
SENIOR CENTER	226,981	201,133	89%	25,848	228,832	(27,699)
SENIOR SHUTTLE	4,738	4,244	90%	494	4,184	60
RECYCLING	35,059	34,744	99%	315	28,834	5,910
WELLNESS CENTER	415,001	500,676	121%	(85,675)	99,751	400,925
ECONOMIC DEVELOPMENT LB840	279,690	504,707	180%	(225,017)	293,569	211,138
CAPITAL IMPROVEMENTS FUND	11,100,000	4,220,830	38%	6,879,170	2,288,009	1,932,821
TAX INCREMENT FINANCING	696,706	777,986	112%	(81,280)	849,759	(71,773)
TOTAL GOVERNMENTAL FUNDS	30,168,716	19,495,055	65%	10,663,245	18,151,667	1,343,388
				(UNAUDITED)		

3. Claims & Payables Reports

CLAIMS LIST
10/22/2025
COUNCIL MEETING

Abbreviations: AF-Annual Fee; BE-Benefits; BU-Building Upkeep; CI-Capital Improvements; DF-Diesel Fuel; DO-Donations; EQ-Equipment; ENG-Engineering; EX-Expense; FA-Fixed Asset; GS-Gas; GU-Ground Upkeep; IT-Technology; INS-Insurance; INV-Inventory; LE-Lease; LG-Legal; MA-Maintenance; MAT-Materials; MC-Miscellaneous; MH-Merchandise; MI-Mileage; ML-Meals; MS-Memberships; OI-Oil; OP-Operations; PF-Postage; PU-Publications; RE-Repairs; RI-Reimbursement; SA-Salaries; SE-Services; SL-Sales; ST-Sales Tax; SU-Supplies; TE-Testing; TR-Training; TO-Tools; UN-Uniforms; UT-Utilities

ADE	RE	45.75
Advanced Fire & Safety Inc	SE	330.28
AKRS Equipment Inc	BU	18
All Copy Products Inc	SE	39.61
All Road Barricades Inc	SU	314.56
Amazon Capital Services Inc	SU/MAT	1,731.45
Aqua-Chem Inc	SU	2,922.69
Badger Meter	SE	379.47
Barton's Painting Inc	FA	11,520.00
Billy Troy	SE	225
Birkels Rock & Gravel LLC	CI	2,231.61
Bizco Technologies	IT	2,960.57
Black Hills Energy	UT	1,500.40
Blackstrap Inc	CI	1,753.05
Border States Industries Inc	SU	2,930.17
Bound Tree Medical LLC	SU	313.29
Brad Vancura	MC	160
Brook Pecka	RI	114
BSN Sports LLC	EQ	475.2
Capital Business Systems Inc	SE	13.93
Caselle Inc	IT	3,077.00
Chad Hinrichs	MC	1,200.00
Charter Communications	UT	433.41
Cindy Voehl	RI	17.5
City of Grand Island Utilities	MC	35,391.32
City Seward Electric Fund	UT	1,554.00
City Seward General Fund	AF	300
Cleary Building Corp	BU	22,313.60
Codr Plumbing & Excavating	BU	5,465.31
Crouch's Farm & Hardware	GU/BU/SU	152.89

Culligan Of Crete	BU	39
Cuttin It Close Lawncare LLC	SE	1,335.00
Dan Kahler	RI	91.21
Danko Emergency Equipment Co	SU	8,230.00
East Hills Inn & Suites	MC	1,963.99
Ekos Inc	AF	960
Elliott Piper	MC	200
Farmers Coop - Seward	DF/GS/OI	8261.06
Fast Mart	GS	22.43
Fastenal Company	SU	737.79
First Wireless Inc	FA	5,919.52
Fyr-Tek	EQ	57
G & P Development Landfill	GU	5,192.29
Gary Janicek	RI	94.94
Gerhold Concrete Co Inc	CI	2,568.36
Great Plains Communications Inc	UT	604.72
Herpolsheimer's Inc	RE	144.22
JEO Consulting Group Inc	CI	4,500.00
Jones Bank	LE	6,871.15
League NE Municipalities	TR	1,010.00
M E Collins Contracting Co	CI	285,741.19
Matheson Tri-Gas Inc	SU	202.12
Menards North	SU	186.25
Merle's Flower Shop	MC	60.9
Metering & Technology Solutions	INV	8,168.67
Michael Bishop	RI	114
Michael Williams	MC	160
Michael Matulka	RI	114
Mid-American Benefits LLC	INS	1,626.42
Midwest Auto Parts	OI/RE/SU	439.31
Midwest Automotive	RE	421.76
Midwest Laboratories Inc	TE	2,681.73
Midwest Service & Sales	SU	248.5
Midwest Turf & Irrigation	RE	144.17
Municipal Supply Inc of Omaha	RE	207.48
Nebraska Dept of Agriculture	MC	4.88
Nebraska Public Power	UT	731,782.70
Nick's Farm Store Co	FA/RE	21,604.13
Norris Public Power District	UT	779.47
Olsson	CI	1,056.27
One Call Concepts Inc	SE	128.85
One Source Background Check Co	SE	152
Pac 'N' Save Discount Foods	ML/SU	3716.58
Paper Tiger Shredding	SE	105

Patch Plaque U S A	MC	313.95
Pitney Bowes Inc	SE	134.52
Quality Brands Of Lincoln	SU	291.14
R & R Refrigerations LLC DBA Lee's	BU/SE	9,703.50
Regulatory Compliance Services	AF	395
Rich Eber	MC	160
Riverside Portables LLC	SE	394
Ryan Kratochvil	MC	160
Sam's Club	SU	247.5
Schemmer Architects/Engineers	CI	12,095.00
Schweitzer Farms & Sales	FA	4,420.00
Seward Co Chamber/Development	AF	78,186.00
Seward County Clerk/Reg Deeds	SE	51.5
Seward County EMA	MC	9
Seward County Treasurer	SE	23,802.00
Seward Lumber & Home Center	SU/BU	1,159.98
Seward Wind LLC	UT	33,467.38
Short Elliott Hendrickson Inc	CI	61,153.98
Sid Dillon - Wahoo	FA	47,414.00
Siteone Landscape Supply	SU/GU	259.02
Small Engine Specialists Inc	FA	56,853.94
Sports Express	UN	459.4
St P J Supply Inc	SU	39.32
State Distributing Co	SU	260.99
Sweet Tea Media LLC DBA SCI	PU	462.33
Titan Machinery	RE	4,919.92
Todd Valley Farms Inc	GU	585
Tom Strohmyer	MC	275
Transunion Risk & Alternative	SE	75
Tritech Software Systems	SE	3,564.27
U S Postal Service	PF	624
Uribe Refuse Services Inc	AF	12,360.00
Van Diest Supply Co	SU	723
Verizon Financial Services LLC	UT	776.43
Vermeer High Plains	RE	79.88
Wesco Distribution Inc	INV/SU	2,434.45
White Cap LP	SU	258
Windstream Nebraska Inc	UT	703.81
York Equipment Inc	RE	22.5
Zimco Supply Co	SU	2,076.00
	TOTAL	1,569,903.83

4. Police Department Report



City of Seward
Police Department
Chief Brian W. Peters

Monthly Statistics
_____ 20 _____

Service Calls	
Accidents	
Arrests	
Citations	
Warnings	
Parking Tickets	

Does not include red tag warnings, yellow tag warnings or verbal warnings

5. Draft Minutes of October 7, 2025, City Council Meeting

October 7, 2025

The Seward City Council met at 7:00 p.m. on Tuesday, October 7, 2025, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Zane Francescato, Megan Kahler, Jessica Kolterman, John Singleton, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmembers absent: Karl Miller. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, Building/Zoning & Code Enf. Director Tim Dworak, Street Superintendent Bob Miers, and Police Sergeant Jon Wiedemeyer.

Notice of the meeting was given in advance thereof, and Mayor Eickmeier announced that a copy of the Open Meetings Act and tonight's agenda is posted in the meeting room and is accessible to members of the public. Mayor Eickmeier led those in attendance in the Pledge of Allegiance.

CONSENT AGENDA CONSIDERATION ITEMS

The following Consent Agenda items were approved in one single motion made by Councilmember Wergin, seconded by Councilmember Singleton.

1. Claims & Payables Report (totaling \$921,253.99)
2. Draft Minutes of September 16, 2025, City Council Meetings

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: Miller. Motion carried.

PUBLIC HEARINGS

1. CLASS L LIQUOR LICENSE APPLICATION OF DOT PROVISIONS, LLC, DBA BIRDWISE BREWING, 211 S 4TH STREET

City Clerk Bargmann denoted there was an application for a liquor license by DOT Provisions, LLC. No comments were received by the public and notice of the public hearing was published by the Seward County Independent. Bill Schellpeper and Jason Siebert, co-applicants, outlined their plans for the facility which previously owned by and used as the brewing and distribution location for Bottle Rocket Brewing. The facility is expected to serve as an expansion of operations for Birdwise Brewing with Bottle Rocket Brewing under contract for brewing. This expected operation will have no impact on the Bottle Rocket Brewing taproom at 230 S 5th Street.

The public hearing opened at 7:08 p.m. and closed at 7:08 p.m. with no comments received.

A. CONSIDERATION OF A RESOLUTION RECOMMENDING APPROVAL OF A CLASS L LIQUOR LICENSE FOR DOT PROVISIONS, LLC

Councilmember Kolterman introduced **Resolution No. 2025-32**. Councilmember Stryson moved, seconded by Councilmember Singleton, to establish recommend approval of a Class L liquor license for DOT Provisions, LLC, as requested.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: Miller. Motion carried.

B. CONSIDERATION OF A REQUEST TO RECOMMEND JASON SIEBERT AS MANAGER OF CLASS L LIQUOR LICENSE FOR DOT PROVISIONS, LLC

Councilmember Tonniges moved, seconded by Councilmember Kahler, to approve Jason Siebert as manager of Class L liquor license for DOT Provisions, LLC, as requested.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: Miller. Motion carried.

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF A RESOLUTION TO DESIGNATE CITY ITEMS AS SURPLUS

Councilmember Francescato introduced **Resolution No. 2025-33**. Councilmember Wergin moved, seconded by Councilmember Kahler, to designate City items as surplus as presented.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: Miller. Motion carried.

2. CONSIDERATION OF AN ORDINANCE AMENDING THE COMPREHENSIVE PAY PLAN, PROVIDING FOR A 3.0% COST OF LIVING ADJUSTMENT FOR ALL PAY LINES, AND CREATING THE 'ASSISTANT GREENSKEEPER' POSITION, EFFECTIVE OCTOBER 1, 2025

Mr. Bargmann denoted that the 3.0% cost-of-living adjustment was approved in the FY26 budget with one comparability increase to the Administrative Assistant-Municipal Building position. Additionally, the position of

October 7, 2025

'Assistant Greenskeeper' was included in the FY26 budget and needed to be established formally. Finally, a title change from 'Aging Services Commission Assistant' to 'Senior Center Manager' was requested to accurately reflect the expectations of the position.

Councilmember Kolterman introduced Ordinance No. 2025-26. Councilmember Wergin moved, seconded by Councilmember Singleton, to dispense with the statutory rule.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: Miller. Motion carried.

Councilmember Francescato moved, seconded by Councilmember Kahler, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: Ordinance No. 2025-26, AN ORDINANCE TO PROVIDE FOR ANNUAL CLASSIFICATION OF OFFICERS AND EMPLOYEES OF THE CITY OF SEWARD, NEBRASKA; TO CREATE AN ASSISTANT GREENSKEEPER POSITION; TO UPDATE THE SENIOR CENTER MANAGER TITLE; TO PROVIDE FOR LONGEVITY PAY AND PAYMENT OF PART-TIME EMPLOYEES; TO PROVIDE FOR A DATE SUCH CLASSIFICATION AND PAY RANGES OF COMPENSATION SHALL BECOME EFFECTIVE; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: Miller. Motion carried.

3. CONSIDERATION OF A SERVICE AGREEMENT WITH URIBE REFUSE SERVICES FOR CONTAINERS TO BE PLACED AT THE SEWARD RECYCLING CENTER, STARTING NOVEMBER 1, 2025

City Administrator Butcher indicated that due to staffing issues of the facility and the bank stabilization project at the site, the City would be amending its recycling program effective November 1, 2025. The new program will decommission the Recycling building and cardboard shed and instead allow for the use of rolloff recycling containers. A five-year service agreement with Uribe was presented to provide these services. The Seward/Saline County Solid Waste Agency could reimburse up to 50% of the costs of the rolloff containers.

Councilmember Singleton moved, seconded by Councilmember Kahler, to approve a five-year service agreement with Uribe Refuse Services for rolloff containers to be used for the recycling program as presented.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: Miller. Motion carried.

4. CONSIDERATION OF A RESOLUTION TO ESTABLISH A 'NO PARKING' AREA ON THE N SIDE OF LINCOLN STREET, E OF MANOR DRIVE

Mr. Butcher informed that due to increased parking because of recent construction on the northeast corner of the Hughes Brothers' property it had created a traffic situation for those using Manor Drive. With the establishment of a 'no parking' area near this area it would improve sight lines and lead to safer driving conditions.

Councilmember Stryson introduced **Resolution No. 2025-34**. Councilmember Wergin moved, seconded by Councilmember Singleton, to establish a 'no parking' area N of Lincoln Street, E of Manor Drive as requested.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: Miller. Motion carried.

5. CONSIDERATION OF APPROVAL OF AN EASEMENT FOR BLACK HILLS ENERGY TO INSTALL A 6" STEEL GAS MAIN TO SERVE THE SEWARD RAIL CAMPUS FROM TOWN BORDER STATION #2

City Engineer Oneby denoted that the City had been served by one border station near the intersection of N Columbia Avenue and Hillcrest Drive. Due to an increased demand for natural gas, it has necessitated the construction of a second border station on the south side of the City near the Rail Campus to serve large industrial users. The easement would allow Black Hills Energy to place piping on City property to complete the project.

Councilmember Singleton moved, seconded by Councilmember Stryson, to approve an easement with Black Hills Energy for placement of a 6" steel gas main on City property as presented.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: Miller. Motion carried.

6. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH THE SCHEMMER ASSOCIATES FOR DESIGN SERVICES FOR THE 2ND STREET & IZAAK WALTON ROAD SANITARY INTERCEPTOR PROJECT

Mr. Oneby described the proposed design work as an expansion of the sewer network in the southern part of the City. Specifically, the expansion of the network and potential use of an interceptor line would allow for easier

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wastewater disposal for large users, such as DARI Processing and Petsource. The interceptor line would allow for increased capacity and more pathways for the waste to reach a main line to the treatment plant.

Councilmember Tonniges moved, seconded by Councilmember Kahler, to approve a professional services agreement with The Schemmer Associates for design/planning work related to the 2nd Street & Izaak Walton Road Sanitary Interceptor Project as presented.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: Miller. Motion carried.

7. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SEWARD AND DARI PROCESSING, LLC, REGARDING SEWARD RAIL CAMPUS SITE READINESS

Mr. Butcher noted that this memorandum of understanding (MOU) had been in process since DARI Processing decided to undertake their project in Seward. The MOU outlines expectations for the site; property access; utilities connections; utility supply, future demand, and rates; peak demand; testing and disposal of waste materials; construction scheduling; and collaboration between both parties for grant/funding paperwork.

Councilmember Francescato moved, seconded by Councilmember Tonniges, to approve a memorandum of understanding with DARI Processing for site readiness as presented.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: Miller. Motion carried.

8. CONSIDERATION OF AN ORDINANCE AMENDING THE MUNICIPAL CODE; INITIATING AN ELECTRIC RATE ADJUSTMENT INCREASEING TOTAL SYSTEM REVENUES BY 3.0%; EFFECTIVE WITH OCTOBER 2025 BILLING

The following three ordinances were included in the FY26 budget.

Councilmember Stryson introduced Ordinance No. 2025-27. Councilmember Tonniges moved, seconded by Councilmember Kahler, to dispense with the statutory rule.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: Miller. Motion carried.

Councilmember Tonniges moved, seconded by Councilmember Francescato, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: Ordinance No. 2025-27, AN ORDINANCE TO AMEND SECTIONS 237-3.1 THROUGH 237-3.13 OF THE MUNICIPAL CODE; TO INITIATE AN ELECTRIC RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICES FROM THE ELECTRIC DISTRIBUTION SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2025 BILLING; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 237-3.1 THROUGH 237-3.13; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: Miller. Motion carried.

9. CONSIDERATION OF AN ORDINANCE AMENDING THE MUNICIPAL CODE; INITIATING A WATER RATE ADJUSTMENT INCREASING TOTAL SYSTEM REVENUES BY 3.0%; EFFECTIVE WITH OCTOBER 2025 BILLING

Councilmember Stryson introduced Ordinance No. 2025-28. Councilmember Kolterman moved, seconded by Councilmember Wergin, to dispense with the statutory rule.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: Miller. Motion carried.

Councilmember Francescato moved, seconded by Councilmember Tonniges, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: Ordinance No. 2025-28, AN ORDINANCE TO AMEND SECTION 390-1.26 OF THE MUNICIPAL CODE; TO INITIATE A WATER RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICE FROM THE WATER SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2025 BILLING; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTION 390-1.26; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.

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Nay: None. Absent: Miller.

Motion carried.

10. CONSIDERATION OF AN ORDINANCE AMENDING THE MUNICIPAL CODE; INITIATING A SEWER RATE ADJUSTMENT INCREASING TOTAL SYSTEM REVENUES BY 3.0%; EFFECTIVE WITH OCTOBER 2025 BILLING

Councilmember Stryson introduced Ordinance No. 2025-29. Councilmember Kolterman moved, seconded by Councilmember Tonniges, to dispense with the statutory rule.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.

Nay: None. Absent: Miller.

Motion carried.

Councilmember Wergin moved, seconded by Councilmember Kahler, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: Ordinance No. 2025-29, AN ORDINANCE TO AMEND SECTIONS 325-8.1 THROUGH 325-8.3 OF THE MUNICIPAL CODE; TO INITIATE A SEWER RATE ADJUSTMENT THAT WILL INCREASE TOTAL SYSTEM REVENUES GENERATED BY RATES CHARGED TO CUSTOMERS FOR SERVICE FROM THE SEWER SYSTEM OF THE CITY BY 3.0% EFFECTIVE WITH THE OCTOBER 2025 BILLING; TO PROVIDE FOR BILLING THEREOF; TO REPEAL THE ORIGINAL SECTIONS 325-8.1 THROUGH 325-8.3; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

Councilmember Tonniges moved, seconded by Councilmember Francescato, that all ordinances be added to the permanent record.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.

Nay: None. Absent: Miller.

Motion carried.

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Stryson, that the City Administrator's report of October 7, 2025, be accepted.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.

Nay: None. Absent: Miller.

Motion carried.

STRATEGY SESSION

1. STRATEGY SESSION WITH CITY ATTORNEY REGARDING CONTRACT NEGOTIATIONS WITH NPPD FOR WHOLESALE ELECTRIC POWER PURCHASE

Councilmember Kolterman moved, seconded by Councilmember Kahler, that the Council enter a closed session with the Mayor, City Administrator, City Attorney, and City Clerk for the protection of the public interest and to discuss contract negotiations with NPPD for wholesale electric power purchase for a period not to exceed 30 mins.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.

Nay: None. Absent: Miller.

Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session at 7:48 p.m. for the protection of public interest and to discuss contract negotiations with NPPD for wholesale electric power purchase.

At 8:07 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin. Mayor Eickmeier announced that no formal action was taken during the closed session.

MOTION TO ADJOURN

Councilmember Wergin moved, seconded by Councilmember Singleton, that the October 7, 2025, City Council Meeting be adjourned.

Aye: Francescato, Kahler, Kolterman, Singleton, Stryson, Tonniges, Wergin.

Nay: None. Absent: Miller.

Motion carried.

Adjourned approximately 8:07 p.m.

THE CITY OF SEWARD, NEBRASKA

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

ADMINISTRATIVE ITEMS

1. Consideration of a Contract with the Nebraska Public Power District for Wholesale Power Purchase - City Administrator Butcher

~~2016~~2026 **WHOLESALE POWER CONTRACT (OPTION A)**

between
Nebraska Public Power District
 and

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20162026 WHOLESALE POWER CONTRACT ~~(OPTION~~ ~~A)~~

THIS 20162026 WHOLESALE POWER CONTRACT (Contract) is made and entered into effective the 1st day of January, 20162026, by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (NPPD), and the __, a __ corporation and political subdivision of the State of Nebraska (Customer), each sometimes hereinafter referred to singularly as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, NPPD owns and operates electric generating facilities together with a transmission system and is engaged in the generation, purchase, transmission and sale of electric power and energy, ~~and;~~

WHEREAS, Customer operates an electric distribution system(s) and is engaged in the purchase, distribution and sale of electric power and energy, and desires to purchase its electric power and energy requirements on a wholesale basis from NPPD, ~~and;~~

WHEREAS, the Parties recognize that ~~the~~this wholesale power contract is a vital part of their long-term relationship and joint strategy, and the existing 2016 Wholesale Power Contract between the Parties that was effective January 1, 2016, (2016 Contract) expires on December 31, 2035;

~~_____~~WHEREAS, the Parties desire to set forth terms and conditions to extend their long-term relationship and joint strategy with this Contract through December 31, 2060; and

WHEREAS, the Parties have identified the need to have flexibility in the wholesale power contract in order to provide a variety of energy products.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed as follows:

ARTICLE 1 GENERAL PROVISIONS

Section A, Definitions. The following terms shall have the meanings hereinafter set forth unless the context shall clearly indicate otherwise, to-wit:

1. **Billing Exhibit(s)** - Exhibit(s) shall be provided for wholesale power service to the Customer showing characteristics of service, Point(s) of Delivery, Point(s) of Measurement, delivery voltage, metering, loss factors, and special conditions (if any) applicable to the service provided. Exhibit(s) showing the foregoing matters shall be collectively numbered "B-1", "B-2", "B-3", and upwards consecutively. Exhibits may be added, deleted, or revised from time to time by mutual agreement of the Parties hereto and, when properly executed by the duly authorized officers or agents of the Parties, shall become a part of this Contract.
2. **Calendar Year** - A period of twelve (12) consecutive months commencing on January 1 of said year and extending through December 31 of said year.
3. **Cost-Based Rate** – Rates which, when applied to the forecasted billing units for the General Firm Power Service and Special Power Products, are intended to meet the respective estimated revenue requirements for the study period defined in Article 2, Section E. Specific rate designs may utilize methods other than average embedded costs.
4. **Customer** - Any municipality, public power district (including the NPPD Retail Division) or cooperative that purchases General Firm Power Service and Special Power Products from Nebraska Public Power District at wholesale for resale under this ~~standard 20-year contract~~ Contract.
5. **Demand** - The number of kilowatts (kW) delivered at any point during any specified period of time, as set forth in the applicable wholesale rate schedules, as may be modified from time to time.
6. **Distributed Generation** – A generator or electrical power device designed to produce electrical energy on the End-Use Customer's side of the meter, as allowed under and subject to the provisions of the General Firm Power Service Rate Schedule, and which shall be used for such things as load serving, voltage control and distribution augmentation.
7. **Distributor** - An entity that purchases demand and energy on a wholesale basis from the Customer for purposes of resale to the end-use loads it serves and that does not contract directly with NPPD for its purchase of demand and energy as a Customer under this Contract nor as a purchaser under a separate other wholesale power contract with NPPD. For purposes of this Contract, members of the Nebraska Electric Generation and Transmission Cooperative, Inc., shall not be deemed to be Distributors.
8. **End-Use Customer** - A customer served at retail by Customer or Distributor, and whose demand and energy requirements are supplied by the Customer.

9. **Energy** – The number of ~~kilowatthours~~kilowatt hours (kWh) delivered at any point during any specified period of time, as set forth in the applicable wholesale rate schedules, as may be modified from time to time.
10. **General Firm Power Service** – An NPPD general production pricing product (excluding transmission) purchased by the Customer under a Cost-Based Rate to meet the firm Demand and Energy requirements of its End-Use Customers, including firm Demand and Energy requirements ~~wholesale customers of Distributors~~, and exclusive of (i) Special Power Products, (ii) demand and energy purchased from third parties, as allowed under this Contract, (iii) demand and energy purchased by the Customer from Western Area Power Administration (Western) pursuant to Article 2, Section B, and (iv) any Demand and Energy requirements served by Distributed Generation pursuant to Article 2, Section D.
11. **General Firm Power Service Rate Schedule** – The NPPD wholesale rate schedule specifying the rates, terms, conditions, and other provisions of service for Customers.
12. **Loss Adjustment** – It is understood that there are power and energy losses that occur in the transmission and transformation of energy in ~~kilowatthours (kWh)~~ and demand in ~~kilowatts (kW)~~ from the point on the transmission system where rates are based (as specified in the wholesale rate schedules applicable to this Contract) to the Point(s) of Measurement. The losses between those points shall be calculated in a manner agreed upon between NPPD and the Customer. All loss factors shall be shown on the appropriate Billing Exhibit, and may be revised from time to time with changes in load and facility characteristics.

~~43~~13. **Outstanding Production Debt** – Outstanding Production Debt shall be defined in Article 2, Section H.

14. **Point(s) of Delivery** - The point(s) of interconnection of the transmission or subtransmission system with Customer's system, where Demand and Energy are delivered to the Customer, as identified on the appropriate Billing Exhibit. ~~For Customers who have exercised their option to reduce their purchases of Demand and Energy pursuant to Article 2, Section A, the Point of Delivery shall be the inlet to the transmission system.~~

~~44~~15. **Point(s) of Interconnection** – The point(s) at which the electric systems of the Parties are connected, as identified on the appropriate Billing Exhibits.

~~45~~16. **Point(s) of Measurement** - The point(s) where Demand and Energy are metered for the purpose of billing, as set forth on the appropriate Billing Exhibits.

~~46-17.~~ **Public Power Entity** – A non-profit organization engaged in the business of purchasing, generating, transmitting and/or distributing electric power and energy.

~~47~~18. **Qualifying Local Generation (QLG)** - A generator (or group of generators) directly connected to the NPPD transmission system, indirectly interconnected to the NPPD

transmission system through Customer's subtransmission or distribution facilities and/or otherwise interconnected behind the meter used by NPPD for determining the Customer's wholesale power bill that is not classified by NPPD as Distributed Generation. ~~Such generators must utilize as their energy source either methane, wind, solar, biomass~~ If such generators are not registered in the Southwest Power Pool integrated marketplace, then they must also be located and interconnected such that their output will reduce NPPD's purchases from the Southwest Power Pool integrated marketplace to serve NPPD's load. If such generators are registered in the Southwest Power Pool integrated marketplace, then they must be registered by NPPD or NPPD's designated market participant and must be located within the wholesale or retail service area of NPPD or of any other Customer taking service under this Contract. For such market registered generators, NPPD shall receive and retain all compensation from SPP for market settlements associated with the generator, and NPPD shall have the exclusive rights to claim the entire capacity of the generator for SPP Resource Adequacy purposes. Such generators must utilize as their energy (fuel) source, renewable resources such as biofuels, wind, solar, hydropower, or geothermal resources, or must satisfy the criteria for qualifying status for small power production facilities as set forth in FERC's regulations (~~CFR~~ 18 CFR Part 292, as amended) and have either followed the FERC's self-certification process or have applied for and received FERC certification as a qualifying facility. The aggregate AC nameplate rating of all such generators (and/or AC nameplate rating of the inverters for those generators that produce DC power) shall be used in determining the applicable requirements and provisions included in this Contract.

1819. Rate Stabilization Account or Accounts – Financial record-keeping account or accounts established by NPPD against which surplus or deficit net revenues resulting from General Firm Power Service and Special Power Products are credited to or charged, respectively, each Calendar Year. Such amounts in the Rate Stabilization Account or Accounts will be applied as adjustments to revenue requirements in future years pursuant to Article 2, Section E.

19-20. Special Power Products - Optional production pricing products tailored and designed to meet the specific needs and requirements of specific End-Use Customer groups.

20-21. Transmission Rate Schedule – An NPPD-approved schedule of rates, charges, terms and conditions for transmission and ancillary services. This schedule shall apply to all Customers ~~who have not exercised their option to reduce their purchases of Demand and Energy pursuant to Article 2, Section A.~~ The rates and charges included in this schedule shall be set to recover the transmission and ancillary service costs that NPPD incurs from its own system and/or the system of its transmission service provider, as well as NPPD's related administrative costs. The Transmission Rate Schedule is separate and distinct from NPPD's transmission service provider's tariff.

2422. Western - The Western Area Power Administration, which assumed power marketing and transmission functions of the United States Bureau of Reclamation.

~~2223~~. **Western UGPR Contract** - The contract between the United States of America (acting through Western Upper Great Plains Region, Department of Energy) and NPPD, executed ~~July 30, 1998~~December 8, 2020, the terms and conditions of which became effective on January 1, ~~2004~~2021, as amended or supplemented, or as it may be renewed, extended or replaced, for the sale of Pick-Sloan Missouri Basin-Eastern Division project power by Western to NPPD and other ~~Preference Eligible Entities~~preference eligible entities (as defined in said Western UGPR Contract) in Nebraska, and other related matters. Defined terms in the Western UGPR Contract, as also used in this Contract regarding the Western UGPR Contract, shall have the same meaning as set forth in the Western UGPR Contract.

Section B, Term of Contract and Eligibility. This Contract shall become effective on January 1, ~~2016~~2026, and shall have a term of ~~twenty (20)~~thirty-five (35) years, and shall ~~continue in force thereafter from year to year unless terminated on an anniversary thereof~~terminate effective December 31, 2060. A Customer may terminate this Contract earlier by at least five (5) years' prior written providing required notice given by either Party to the other, which notice may be given at any time onto NPPD and after paying the exit fee per the fifteenth (15th) year provisions of the term of this ContractArticle 2, Sections G and H.

~~In the event NPPD terminates this Contract pursuant to the provisions of this Section B, such termination shall be applicable to all Customers who receive service from NPPD under this Contract, and all such Customers shall be entitled to continue to purchase from NPPD monthly quantities of Demand and Energy under as favorable a Cost-Based Rate and contract terms and conditions as NPPD may provide at that time for any other customer under similar conditions of service; provided:~~

~~(i) A Customer that is purchasing its total monthly Demand and Energy requirements, exclusive of demand and energy purchased by the Customer from Western pursuant to Article 2, Section B, and any Demand and Energy requirements served by Distributed Generation pursuant to Article 2, Section D, on the effective date of this Contract's termination shall be entitled to continue to purchase its total monthly Demand and Energy requirements from NPPD.~~

~~(ii) A Customer that is purchasing a reduced amount of its Demand and Energy requirements, pursuant to Article 2, Section A, on the effective date of this Contract's termination shall be entitled to continue to purchase monthly Demand and Energy quantities in amounts equal to the level of the Customer's monthly Demand and Energy obligations from NPPD in each such month during the twelve (12) month period immediately preceding the effective date of this Contract's termination.~~

~~If Customer exercises its right to terminate this Contract pursuant to the provisions of this Section B, NPPD is not obligated to offer nor is Customer entitled to purchase Demand and Energy from NPPD under a Cost-Based Rate upon termination of this Contract.~~

Except as otherwise provided in this Section B, NPPD shall have the right to offer this Contract to any potential Customer who has not signed this Contract by the effective date of this Contract; ~~provided,~~ such offer is approved by a ~~three-fourths (3/4)super~~ majority of the ~~members of the Power Resource Advisory Board~~Customer Committee. However, NPPD's future power resource planning shall be based primarily on the loads of those Customers who sign this Contract and ~~NPPD's Option B wholesale power contract and~~ those customers under existing wholesale power contracts which existed as of the effective date of this Contract, for the remainder of the terms of those contracts. No Customer shall have the right pursuant to this Contract, unless approved by the NPPD Board and a ~~three-fourths (3/4)super~~ majority of the ~~members of the Power Resource Advisory Board~~Customer Committee, to sell power to any wholesale customer of NPPD existing on the effective date of this Contract, who has not otherwise signed this Contract as of such date.

In the event a Distributor is purchasing, on or before the effective date of this Contract, from a Customer, on a wholesale basis, its total monthly demand and energy requirements, exclusive of demand and energy purchased by the Distributor from Western, and such Distributor's contract with Customer expires or is terminated during the term of this Contract, then (i) if such Distributor desires to renew or continue its service with Customer under a new contract, such renewal or continuance shall not be subject to approval of the ~~Power Resource Advisory Board~~Customer Committee, or (ii) if such Distributor does not desire to renew or continue its service with Customer under a new contract, NPPD shall have the right, subject to the limitations of any then existing Wholesale Service Area Agreement(s) between the Parties, to offer this Contract ~~or NPPD's Option B wholesale power contract to such Distributor,~~ and such offer shall not be subject to approval of the ~~Power Resource Advisory Board~~Customer Committee.

In the event a Distributor is not purchasing, on or before the effective date of this Contract, from NPPD, on a wholesale basis, its total monthly demand and energy requirements, exclusive of demand and energy purchased by the Distributor from Western, and such Distributor desires to purchase such requirements, subsequent to the effective date of this Contract, from a Customer, such purchase shall require approval by a ~~three-fourths (3/4)super~~ majority of the members of the ~~Power Resource Advisory Board~~Customer Committee; provided, however, once such approval has been given, if the Distributor's contract with the Customer expires or is terminated during the term of this Contract, then (i) if such Distributor desires to renew or continue its service with Customer under a new contract, such renewal or continuance shall not be subject to approval of the ~~Power Resource Advisory Board~~Customer Committee, or (ii) if such Distributor does not desire to renew or continue its service with Customer under a new contract, NPPD shall have the right, subject to the limitations of any then existing Wholesale Service Area Agreement(s) between the Parties, to offer this Contract ~~or NPPD's Option B wholesale power contract~~ to such Distributor, and such offer shall not be subject to approval of the ~~Power Resource Advisory Board~~Customer Committee, subsequent to the effective date of this Contract, such purchase by Distributor of demand and energy from a Customer will be subject to then-current NPPD policies and procedures for adding new load, if applicable.

Section C, Billing. Customer shall be assessed for all Demand and Energy purchased and provided hereunder at the rates specified under the applicable General Firm Power Service, Special Power Products, and Transmission Rate Schedules. Current copies of said rate schedules are attached as exhibits (Exhibit A) and made a part hereof by reference. In the event any of the rate schedules applicable to this Contract are amended, or in the event new rate schedules applicable to this Contract are developed and approved, all in accordance with the notification and hearing process provisions of Article 2 ~~and Article 3~~, Section C, NPPD shall provide copies of such rate schedules to the Customer, without the necessity of a formal amendment to this Contract. All bills for Demand and Energy will be on a monthly basis and will be provided by NPPD to the Customer as soon as reasonably ~~practical~~practicable after the end of the billing period, it being recognized that partial billings may be submitted in the event that portions of the billings may require additional time to prepare. All such billings, including partial billings, shall be due and payable by the Customer within fifteen (15) calendar days from the date the billing is rendered, whether or not the Customer disputes all or a portion of the billing; provided, however, if such due date of any bill falls on a Saturday, Sunday or holiday observed by either Party, the following business day shall then become the due date. All bills shall be deemed rendered on the postmark date if deposited in first class mail, properly addressed, with postage prepaid. Failure to receive a bill mailed to the Customer shall not relieve the Customer from liability for payment. If other means of bill delivery to the Customer is used, such bill shall be deemed rendered upon receipt by the Customer. All bills shall be deemed paid on the postmarked date if deposited in first class mail, properly addressed to NPPD, with postage prepaid. If other means of bill payment to NPPD is used, such bill shall be deemed paid upon receipt of payment by NPPD.

All bills shall show the amounts of Demand and Energy provided during the billing period by NPPD to the point on the transmission system at which rates are based, as identified in the wholesale rate schedules applicable to this Contract, and shall clearly set forth the computations and other factors essential to the calculation of the amount due in accordance with the applicable rates and charges. Additionally, if NPPD is furnishing or arranging for the transmission and/or subtransmission and/or ancillary services necessary for delivery from the inlet of the transmission system to the Point(s) of Delivery, the cost of arranging and providing any such services shall also be included in the Customer's monthly bill.

In the event the Customer desires to dispute all or any part of a billing submitted by NPPD pursuant to this Contract, the Customer shall nevertheless pay the full amount of the billing when due and payable and shall give NPPD written notice of the dispute, which notice shall fully describe the basis for the dispute and shall set forth a detailed statement of disputed issues, the amount thereof in dispute, and the relief sought by the Customer. Customer shall not be entitled to any adjustment on account of disputed charges for which full payment by Customer, if applicable, has not been made and for which notice has not been given, both in accordance with this Section C, nor shall Customer be entitled to any adjustment on account of disputed charges for any time periods prior to the three (3) years immediately preceding the date of the written notice of dispute.

In the event NPPD determines that a previously submitted billing under this Contract is in error, and NPPD desires to perform an adjustment(s) to any part of such previously submitted billing for purposes of correcting said billing error, NPPD shall give written notice to Customer, which notice shall fully describe the amount and basis of said adjustment(s). NPPD shall not be entitled to reimbursement from Customer for any billing adjustment for which NPPD has not given notice in accordance with this Section C, nor shall NPPD be entitled to reimbursement from Customer for any adjustments to billings for any time periods prior to the three (3) years immediately preceding the date of the written notice of billing error.

~~Unresolved billing disputes arising out of or relating to this Contract shall be finally settled by arbitration conducted under the rules of commercial arbitration of the American Arbitration Association. Both Parties shall bear equally the cost of the arbitration; provided, that each Party shall bear its own legal fees and costs unless the arbitrator(s), in his (their) discretion, allocate(s) all or a portion of the fees and costs incurred by the Party reasonably determined to be the prevailing Party against the other Party, which the arbitrator(s) shall have the authority, but not the obligation, to do. All decisions of the arbitrator(s) shall be final and binding on both Parties and enforceable in any court of competent jurisdiction.~~

If the settlement resolution of a dispute regarding a billing or billing adjustment results in a refund or reimbursement to either Party, there shall be added to the refund or reimbursement an amount for interest thereon. In the case of a billing refund to Customer, such interest shall accrue on the amount to be refunded, from the date of payment of the disputed amount or receipt of the notice of dispute, whichever is later, until the date upon which refund is made in full. In the case of a reimbursement of monies to NPPD for a billing adjustment, such interest shall accrue on the amount to be reimbursed, from the due date of the adjustment until the date upon which reimbursement is made in full. Interest shall accrue at an annual interest rate that is one percent (1%) less than the lowest United States prime rate of interest published on that day (or the last previous publication day if not published on that day) in The Wall Street Journal. Such interest calculation shall be on the basis of actual days and a three hundred sixty-five (365) day Calendar Year.

In the event the Customer fails to make payment in full of each bill when due and payable, including partial or corrected billings, the Customer shall pay to NPPD interest on the amount due. Such interest shall accrue on any amount due from the date payment was due until the date upon which payment of the unpaid balance of the billing is made in full, in accordance with the provisions of this Section C.

Section D, Reports. Customer will furnish, or cause to be furnished to, NPPD such information as is necessary for making any computation required pursuant to this Contract and the Parties will cooperate in exchanging such additional information as may be reasonably necessary for their respective operations.

Section E, Confidentiality. The Parties understand that information contained in documents or other means of recording information, both written and verbal, will be shared between the Parties from time to time under the terms of this Contract. In the event any such information is deemed by the producing Party to be confidential in nature, the producing Party shall so designate such information, and the receiving Party agrees that any information so designated shall not be disclosed in any form to any other person or entity without the prior written consent of the Party producing the information unless disclosure is required by law.

Section F, Loss Adjustment. All adjustments for Demand and Energy losses as may be required shall be made by using factors set forth in the applicable rate schedule. Customer's specific loss factors will be documented on the appropriate Billing Exhibit.

Section G, Metering and Meter Testing. NPPD shall furnish, install, maintain and test at Points of Measurement, or cause to be furnished, installed, maintained and tested, the necessary meters for determining the amounts of Demand and Energy supplied to the Customer.

Section H, Responsibility for Property. Unless otherwise agreed, all meters and other facilities furnished by NPPD and installed on Customer's property, shall be and remain NPPD's property, and all meters and other facilities furnished by Customer and installed on NPPD's property, shall be and remain Customer's property. The respective owners of the meters and other facilities shall be responsible to maintain such meters and other facilities, unless otherwise agreed. Customer agrees that NPPD has the right of access to Customer's premises at all reasonable times in order to read, test, repair, renew, exchange or remove such meters and other facilities. Customer shall have similar right of access to NPPD's property with respect to meters and other facilities furnished and installed by Customer on NPPD's premises. Customer shall exercise due care to protect NPPD's property located on Customer's premises, and NPPD shall exercise due care to protect Customer's property located on NPPD's premises.

Section I, Balancing of Loads. Customer shall, at all times, take and use power in such manner that the load of Customer at its own system inlet will not be unbalanced between phases more than ten percent (10%). If the load is unbalanced more than ten percent (10%), NPPD reserves the right to require Customer, at Customer's expense, to make the necessary changes to correct such conditions.

Section J, Continuity of Service. NPPD, at all times, will exercise reasonable care and diligence in operating its system so as to furnish the Customer, as nearly as practicable, a continuous supply of Demand and Energy. If NPPD shall be prevented from providing the Demand and Energy herein contracted for, because of injuries to, or breakdown of, its generating, transmission, or distribution facilities or other equipment, or for necessary repairs thereto, or because of acts of God, or the public enemy, strikes, labor troubles, fire, riot, flood, lightning, storm, civil disturbances, war, or the consequences thereof, action of public authorities, litigation, or any other act or thing which is beyond its reasonable control, such interruptions shall not constitute a breach of this Contract, nor shall a cause of action for damages against NPPD accrue to the said

Customer, or any of its inhabitants, and the Customer shall save NPPD harmless from any and all such claims, provided that NPPD shall proceed with diligence to restore service as soon as practicable after receiving notice of interruption or failure.

Section K, Right of Way. Customer agrees to grant, on reasonable terms, any easement or other rights across property owned or controlled by Customer for NPPD to construct, operate and maintain electric lines or facilities which are necessary to furnish Demand and Energy hereunder. NPPD agrees to consult with Customer regarding the location of any such lines or facilities on Customer's property prior to the granting of any easement or rights.

Section L, Wholesale Sales Cooperation. The Parties agree that during the term of this Contract, unless mutually agreed otherwise by the Parties, neither NPPD nor Customer will serve or offer to serve at wholesale (for resale) any wholesale loads presently served by the other. If Customer so desires, NPPD and Customer shall agree to execute and place on file with the Nebraska Power Review Board (NPRB), as soon as practicable, Wholesale Service Area Agreement(s) identifying the wholesale service areas of the Customer, and to seek NPRB approval of such agreement(s) subsequent to their filing.

Section M, Wholesale Power Contract — Option A. References to "this Contract" herein are understood to mean the ~~Option A~~²⁰²⁶ version of NPPD's wholesale power contract. Under ~~Option A~~^{this Contract}, Customers purchase the entire amount of Demand and Energy required to serve their End-Use Customers, except as otherwise provided in Article 2, Section A, during the ~~twenty (20) year~~ term of ~~the Option A contract~~^{this Contract}. This Contract shall be the "standard Wholesale Power Contract" referenced in NPPD's Professional Retail Operations Agreements and Distribution System Lease Agreements.

Section N, No Third-Party Beneficiaries. The Parties specifically disclaim any intent to create rights in any person as a third-party beneficiary through this Contract.

Section O, Severability. If any provision of this Contract is determined to be invalid, void, or unenforceable by the Platte County District Court of the State of Nebraska, such determination shall not invalidate, void, or make unenforceable any other provision, agreement, or covenant of this Contract.

Section P, Governing Law. This Contract is entered into in the State of Nebraska and it shall be governed, interpreted and controlled by the laws of said state.

ARTICLE 2 PRODUCTION

Section A, Options for Customer. Except as otherwise provided in this Section A, NPPD will have an obligation to furnish and the Customer will have an obligation to take and pay for the entire amount of Demand and Energy needed to serve

the aggregated requirements of the Customer's End-Use Customers, as well as the total Demand and Energy requirements of other Distributors supplied by the Customer at wholesale. Such obligation shall be exclusive of demand and energy purchased by the Customer from Western pursuant to Article 2, Section B, and any Demand and Energy requirements served by and allowed for under the wholesale rate schedules pursuant to Article 2, Section D. A Customer may not purchase General Firm Power Service and/or Special Power Products for resale to another electric Distributor, unless that Distributor is a total requirements customer of the Customer, excluding demand and energy purchased by the Distributor from Western.

~~Reduction Capping Guidelines and Base Monthly Demand Obligation Obligations:~~

~~——— A Customer may reduce its purchase of Demand and Energy requirements from NPPD, as provided hereinafter. NPPD shall establish "Reduction Guidelines" consistent with then current energy market requirements which describe the process for registration, transmission, and financial settlements in the wholesale market in which NPPD participates. In establishing such reduction guidelines, NPPD shall consider recommendations and input from the Rate Review Committee. NPPD may revise such reduction guidelines from time to time.~~

A Customer may cap its purchase of Demand and Energy requirements under this Contract by providing proper written notice to NPPD as provided hereinafter. A Customer may provide written notice to NPPD to cap their purchases under this Contract at any time after January 1, 2032. NPPD shall provide to the Customer written confirmation that such notice was received within ten (10) business days of receipt of written notice from the Customer. Capping of purchases will be effective at the end of the day on the first December 31st which is at least thirty-six (36) months following NPPD's receipt of the Customer's written notice ("Capping Date"). The earliest Capping Date for a Customer is December 31, 2035. By way of example, if a Customer provides written capping notice to NPPD on September 6, 2035, then the Capping Date for such Customer is December 31, 2038. Once a Customer's capping notice is provided to and subsequently confirmed in writing by NPPD, it becomes binding. There is no exit fee charged to a Customer that elects to cap its purchases from NPPD under this Contract, unless the Customer subsequently provides notice to exit.

At the time a Customer provides capping notice, they shall also notify NPPD of their selection for fulfilling various roles and meeting the associated responsibilities in the Southwest Power Pool (or subsequent regional transmission organization, reserve sharing pool, energy market, etc. in which NPPD participates) for their load on and after the Capping Date. Such roles and responsibilities currently include, but are not limited to, market participant, meter agent, load responsible entity, and transmission customer. The Customer shall select from the following three (3) options for fulfilling such roles and meeting all associated responsibilities and shall notify NPPD of their selection including, if applicable, the name of the third party selected by the Customer:

- (i) NPPD continues to fulfill all roles for 100% of Customer's load
- (ii) Customer selects a third party to fulfill all roles for 100% of Customer's load

- (iii) The roles are split between NPPD (for the NPPD-supplied portion of Customer's load) and a third party selected by the Customer (for the remainder of the Customer's load)

NPPD and Customer (and, if applicable, the third party selected by the Customer to fulfill these roles and meet the associated responsibilities for all or a portion of the Customer's load after the Capping Date) shall enter into a written agreement at least six (6) months prior to the Capping Date. Such agreement will specify the terms, conditions, roles, and responsibilities of all parties necessary to implement the capping arrangement while meeting all then-current requirements of the Southwest Power Pool (or subsequent organization(s) in which NPPD participates). Such agreement shall also include details of the compensation Customer shall provide to NPPD for NPPD's provision of those services and/or for meeting Southwest Power Pool requirements due to the Customer's decision to cap purchases under this Contract where such costs are not included and recovered through NPPD's wholesale rates.

For a Customer that elects to ~~reduce~~cap its purchases from NPPD, NPPD and Customer shall establish the maximum amount of Demand and Energy which NPPD will have an obligation to provide and, if received by Customer, which the Customer will have an obligation to pay for in any month. If the Customer so elects to ~~reduce~~cap its purchase of Demand and Energy requirements, it must do so, as provided hereinafter, for each month in the Calendar Year. NPPD shall establish a "Base Monthly Demand Obligation" ("BMDO"), a "Base Monthly Energy Obligation" ("BMEO"), and a "Base Monthly Maximum Hourly Energy Obligation" ("BMMHEO") for each such month, which shall be utilized to determine the Customer's future obligation for Demand and Energy purchases from NPPD. Such calculation of ~~the~~such Base Monthly ~~Demand Obligation~~Obligations shall be set forth in an executed exhibit between NPPD and the Customer, which exhibit shall be attached hereto and incorporated herein by reference.

The ~~Base Monthly Demand Obligation~~BMDO for ~~any~~each month shall be established (subject to the adjustments specified later in this section) as the amount of Demand, in kilowatts, equal to the average of the Customer's Demand requirements billed under the provisions of and at the production demand rates stated in the GFPS Rate Schedule and provided by NPPD during such month in each of the three (3) Calendar Years prior to the date whenCapping Date. The monthly BMDO establishes the limit for the demand value eligible for use in determining the GFPS billing demand for the Customer ~~first commences to reduce its purchase of Demand and~~ in that corresponding month after the Capping Date. The monthly BMDO also establishes the limit for the hourly GFPS billing energy for the Customer during the hour(s) utilized to bill the Customer the GFPS production demand charge in the corresponding month.

The BMEO for each month shall be established (subject to the adjustments specified later in this section) as the amount of Energy, in kilowatt hours, equal to the average of the Customer's Energy requirements ~~from~~billed under the provisions of and at the production energy rates stated in the GFPS Rate Schedule and provided by NPPD. ~~The calculation of~~ during such amount of Demand shall be increased by month in each of the

three (3) Calendar Years prior to the Capping Date. The monthly BMEO establishes the limit for the total GFPS billing energy for the Customer for that corresponding month after the Capping Date. If the sum of the monthly hour-by-hour calculations of the NPPD-supplied portion of the Customer's total actual monthly energy exceeds this monthly BMEO, NPPD will apply a uniform adjustment factor to all hours of the month so that the NPPD-supplied energy does not exceed the BMEO.

The BMMHEO for each month shall be established (subject to the adjustments specified later in this section) as the amount of demand, in kWh per hour, equal to the average of the Customer's maximum energy usage provided by NPPD in any single hour (excluding hours utilized for determining the Customer's GFPS production billing demands) during such month in each of the three (3) Calendar Years prior to the Capping Date. The monthly BMMHEO establishes the limit after the Capping Date for the hourly GFPS billing energy for the Customer during all hours of that corresponding month that are not capped by the BMDO.

When calculating the Customer's hourly load for use in determining the BMDO, BMEO, and BMMHEO amounts, the Customer's total metered load shall be adjusted as follows to:

- (i) Include the metered amount of any Qualifying Local Generation utilized by the Customer to offset the Customer's purchase of Demand and Energy under this Contract under the provisions of this Section A, ~~but shall exclude (i).~~
- (ii) Exclude (a) both demand and energy supplied by Western to the Customer (and Customer's Distributors, as appropriate), or (b) if Customer has such allocations and contracts directly with Western for such allocations on or before the Capping Date, exclude the demand and energy supplied by Western, as identified in Exhibits C and D, to the Customers through NPPD, which is allocated by NPPD to the Customer.
- (iii) Exclude the Customer's load taking service under certain Special Power Products where the participating End-Use Customer's load is carved out from the remaining Customer load and billed to the Customer separately under the provisions of such Special Power Product Rate Schedule. This exclusion will only apply when service under the applicable Special Power Product continues beyond the Capping Date. Current examples of such Special Power Products include the Standby, Large Customer Interruptible, Large Customer Market-Based, and the Interruptible Market-Based Rate Schedules. Since such excluded loads are not subject to capping, the Customer will continue to purchase Demand and Energy from NPPD under this Contract to serve the total load of an End-Use Customer taking service under these Special Power Products after the Capping Date even if service under such Special Power Product subsequently ends.

If the GFPS rate structure and/or the basis for determining the GFPS production billing demand(s) change during the term of this Contract, then NPPD and a Customer who has capped their purchases of Demand and Energy under this Contract shall agree on any revisions necessary to the calculation of, and application to billing under the GFPS

Rate Schedule of, the Customer's BMDO, BMEO, and BMMHEO amounts.

Exhibit E provides an illustrative example of the calculation of a ~~Base Monthly Demand Obligation~~ BMDO, BMEO, and BMMHEO for the scenario where the Customer has allocations under Exhibits C and D and contracts directly with Western for such allocations effective on the Capping Date. In no event shall the Customer's obligation to take and pay for Demand and Energy in any month exceed the actual Demand and Energy delivered hereunder, except for any minimum ratchet Demand and Energy quantities, the billing for which is specified in the then-current wholesale rate schedules.

~~If a Customer reduces its purchases of Demand and Energy under this Section A, then the NPPD-supplied Energy in each hour shall be proportionate to its total load in each hour (excluding Western), except when the NPPD-supplied Energy in an hour is limited to the Customer's reduced percentage of the Base Monthly Demand Obligation. Exhibit F provides an illustrative example of the calculation of NPPD-supplied hourly energy amounts.~~

~~Performance Standard and Reductions Due to Non-Performance:~~

~~— NPPD's performance in maintaining the average cost of General Firm Power Service at or below a specified level shall be measured by NPPD's "Annual Average Wholesale Power Cost", which shall be equal to the annual average production plus transmission cost per kWh for all Customers taking service under this Contract (excluding the load and revenues of End-Use Customers taking service under the NPPD wholesale Economic Development Rate Schedule) compared to the "Performance Standard", which shall be equal to the forty-fifth (45th) percentile level of the power cost per kWh purchased for the reporting U.S. utilities, as listed in the National Rural Utilities Cooperative Finance Corporation (CFC) Key Ratio Trend Analysis (Ratio 88), as the same may be modified, amended, superseded, or replaced as mutually agreed to by NPPD and a majority of the members of the Rate Review Committee.~~

~~In recognition of NPPD's ongoing goal of performing at or below the lowest cost quartile of the CFC Ratio 88 data, in any Calendar Year in which NPPD's Annual Average Wholesale Power Cost is less than the twenty-fifth (25th) percentile level of the CFC Ratio 88 data, NPPD shall be entitled to a credit ("Performance Credit") in the amount of one half of the difference between 25.0 and the actual NPPD cost percentile level (rounded to one decimal place). Any such Performance Credit(s) to which NPPD is entitled shall be banked by NPPD for potential future use. In any Calendar Year in which NPPD's Annual Average Wholesale Power Cost exceeds the 45th percentile level of the CFC Ratio 88 data, and if NPPD has sufficient accumulated Performance Credits available, it shall be required to utilize an amount of such Performance Credits equal to the difference between the actual NPPD cost percentile level (rounded to one decimal place) and 45.0, and NPPD shall not be considered to have exceeded the Performance Standard for that Calendar Year. Exhibit G provides an illustrative example of the accumulation and use of Performance Credits.~~

~~For any Calendar Year beginning with 2016 cost data, if NPPD's Annual Average Wholesale Power Cost exceeds the Performance Standard for said Calendar Year, following application of any Performance Credits, Customer shall have the right to reduce its purchase of Demand and Energy requirements from NPPD in the amounts set forth below:~~

- ~~(i) For the first Calendar Year exceedance, up to fifteen percent (15%) of the Customer's Base Monthly Demand Obligation.~~
- ~~(ii) For the second Calendar Year exceedance, up to fifteen percent (15%) of the Customer's Base Monthly Demand Obligation.~~
- ~~(iii) For the third Calendar Year exceedance, up to twenty percent (20%) of the Customer's Base Monthly Demand Obligation.~~
- ~~(iv) For the fourth Calendar Year exceedance, up to twenty percent (20%) of the Customer's Base Monthly Demand Obligation.~~
- ~~(v) For the fifth and any subsequent Calendar Year exceedance, up to twenty-five percent (25%) of the Customer's Base Monthly Demand Obligation.~~

~~If Customer elects to utilize such right to reduce its purchase from NPPD in accordance with items (i) through (v) set forth above, Customer shall provide written notice to NPPD for such reduction not less than one (1) Calendar Year prior to the commencement of such reduction; provided, if Customer does not provide notice to NPPD to reduce its purchase prior to the reporting of the Performance Standard for the ensuing Calendar Year, the Customer's right to provide notice to reduce its purchase from NPPD for the prior year's exceedance is waived by the Customer. The maximum percentages available for reduction as listed above are based on the number of Calendar Years that NPPD has not met the Performance Standard (following application of any Performance Credits) since the inception of this Contract regardless of whether or not the Customer has provided reduction notices for any prior exceedances. Exhibit H provides an illustrative example of reduction amounts available due to exceedance of the Performance Standard.~~

Qualifying Local Generation:

~~In addition to the reduction options previously described in this Section A,~~ Customer shall have the right, upon not less than three (3) ~~months'~~months written notice, to utilize Qualifying Local Generation to offset the Customer's purchase of production Demand and Energy under this Contract. The Customer ~~can utilize~~shall have a kW allowance for Qualifying Local Generation ~~for that can be utilized for such billing unit~~ offset purposes ~~with~~("Allowance for QLG Offsets") equal to an aggregate nameplate rating of up to two (2) MW or ten percent (10%) of the Customer's "Reference Demand", whichever is greater, subject to a maximum cap of fifty percent (50%) of the Customer's "Reference Demand". The Customer shall provide written notice to NPPD of ~~any existing~~ and all new (once the Customer has committed to its installation or contracted for its purchase) Qualifying Local Generation that is to be utilized for such offset, and provide details on the size, fuel type, and interconnection location. Any Qualifying Local Generation (operating prior to the effective date of this Contract) which a Customer is utilizing for offset purposes under the provisions of the NPPD General Firm Power Service

Rate Schedule will be included in the calculation for the Qualifying Local Generation offset allowed for under this Contract. In addition, the Customer shall provide NPPD, upon request, with hourly metered data for Qualifying Local Generation (~~used either for offset purposes or, for a Customer that has exercised any available options to reduce their purchases from NPPD, for load serving purposes~~) for NPPD's use in calculating the Customer's wholesale power bill under this Contract. The "Reference Demand" of the Customer at a given point in time shall be equal to the average of the annual highest total NPPD-supplied Demands of the Customer recorded during any hour in each of the previous five (5) Calendar Years, excluding the non-firm service portion of the Customer's loads taking service under applicable Special Power Product Rate Schedules (e.g. Large Customer Interruptible Rate Schedule). When the ten percent (10%) and fifty percent (50%) limits apply, a specific new Qualifying Local Generation resource may be utilized by the Customer for offset purposes during the term of this Contract provided that, at the commercial operation date of such new Qualifying Local Generation resource, the Customer's total aggregate amount of Qualifying Local Generation utilized for offset purposes (including such new resource) is at or below the applicable 10% or 50% level of their Reference Demand.

Multiple Customers may participate jointly in an individual Qualifying Local Generation project. In such situations, the participating Customers must jointly provide not less than three (3) months written notice to NPPD of the details of the arrangement, including the individual Customer percentage shares of the output of such project. NPPD shall utilize such percentage shares in allocating the hourly output of such project to the participating Customers for use in determining the NPPD wholesale power bill for each Customer in accordance with the provisions and requirements of this Contract, the General Firm Power Service Rate Schedule, and applicable Special Power Product Rate Schedules.

A Customer may transfer all or a portion of their Allowance for QLG Offsets to another Customer. All Customers involved in such transfer arrangements must jointly provide not less than three (3) months written notice to NPPD of the details of the arrangement, including the kW amount(s) transferred among Customers, the term of the arrangement, and any other information necessary for NPPD to be able to accurately determine and track the total Qualifying Local Generation kW available for billing unit offset purposes for each individual Customer. When a transfer arrangement expires or is cancelled, the transferred kW amount(s) will return to the original Customer. NPPD will review all existing Qualifying Local Generation installations of the Customers involved when such transfer arrangement ends and determine the treatment of the output of such Qualifying Local Generation going forward for each Customer in accordance with the provisions and requirements of this Contract, the General Firm Power Service Rate Schedule, and applicable Special Power Product Rate Schedules.

Customer agrees ~~during such time as it is receiving at least 50 percent of its Demand and Energy from NPPD, to~~ allow NPPD to include, in NPPD's generation portfolio, recognition for any renewable/environmental attributes of the energy produced on Customer's behalf pursuant to the Qualifying Local Generation provisions of this Contract. NPPD's right to receive recognition for such attributes is contingent upon NPPD

and Customer agreeing to the amount of compensation to be paid by NPPD to Customer for such attributes. Customer agrees to grant NPPD a right of first refusal to negotiate and purchase any such attributes, except such right of first refusal shall not apply if such attributes are sold by Customer directly to ~~the Customer's~~ End-Use Customer(s).

Section B, Western. This Contract has been entered into on the express understanding that NPPD shall keep in effect the Western UGPR Contract, including any amendments and exhibits thereto, during the term of such contract, providing, among other things, for the purchase of (1) ~~104,554 kilowatts of Firm Electric Service, firm electric service, as detailed in Exhibit C (currently 101,637 kW),~~ (2) ~~48,000 kilowatts of Seasonal Firm Electric Service, seasonal firm electric service, as detailed in Exhibit D (currently 47,402 kW),~~ which shall be furnished during the ~~Summer Season, summer season~~ each year and which has been designated by NPPD under its wholesale power contracts for irrigation pumping, (3) ~~288,000 kilowatts of Summer Season Firm Peaking Power Service, 52,000 kilowatts summer season firm peaking power service, as detailed in Exhibit A of the Western UGPR Contract (currently 286,994 kW), where Exhibit D details the amount (currently 51,697 kW)~~ of which has been designated by NPPD under its wholesale power contracts for irrigation pumping, and (4) ~~70,080 kilowatts of Winter Season Firm Peaking Power Service, winter season firm peaking power service, as detailed in Exhibit A of the Western UGPR Contract (currently 69,928 kW),~~ as such amounts may be revised from time to time pursuant to the provisions of the Western UGPR Contract and this Section B. The definitions of ~~Firm Electric Service, Seasonal Firm Electric Service, Firm Peaking Power Service, Winter Season~~ firm electric service, seasonal firm electric service, firm peaking power service, winter season and ~~Summer Season, Preference Customers~~ summer season, preference customer and ~~Preference Eligible Entity~~ preference eligible entity shall all be as defined in the Western UGPR Contract. In the event its ~~Preference Customer~~ preference customer status would change, NPPD will, upon becoming knowledgeable that such change is pending, notify Western of such pending change and pursue with Western a process to provide for the continued receipt of benefits by Customers who remain ~~Preference Eligible Entities~~ preference eligible entities, all in accordance with the provisions of the Western UGPR Contract and federal law governing said contract. At such time as it provides notice to Western, NPPD shall notify its Customers of such pending status. Additionally, in the event that NPPD begins to pursue a merger with another ~~Preference Eligible Entity~~ preference eligible entity, NPPD will so inform its Customers. No such merger that is entered into voluntarily by NPPD shall adversely affect the continued receipt of benefits by Customers who remain ~~Preference Eligible Entities~~ preference eligible entities, in accordance with the provisions of the Western UGPR Contract and federal law governing said contract. In the event such a merger is forced upon NPPD by circumstances beyond its control, then NPPD shall use its best efforts to ensure that Customers who remain ~~Preference Eligible Entities~~ preference eligible entities shall continue to receive benefits in accordance with the provisions of the Western UGPR Contract and federal law governing said contract.

NPPD acknowledges that under the Western UGPR Contract, certain customers are defined as ~~Preference Eligible Entities~~ preference eligible entities or ~~Preference Customers~~ preference customers. NPPD further acknowledges the right of any ~~Preference Eligible Entity~~ preference eligible entity to contract with the United States as

a ~~Preference Customer~~preference customer for the amount of ~~Firm Electric Service~~firm electric service allotted to such entity and presently identified in the table depicted in ~~paragraph~~Section 2-1.3 of Exhibit A of the Western UGPR Contract, a duplication of which is attached hereto as Exhibit C. In the event the table in ~~paragraph~~Section 2-1.3 of Exhibit A to the Western UGPR Contract is modified, Exhibit C shall be modified accordingly and the revised Exhibit C attached hereto.

The total irrigation pumping allowance, defined for purposes of NPPD's wholesale power contracts as Western power designated for irrigation pumping, to be allocated by NPPD to Customers eligible to receive such irrigation pumping allowance, is ~~400~~detailed in Exhibit D (currently 98.949 megawatts-). Should Western withdraw or reduce the ~~Seasonal Firm Electric Service~~seasonal firm electric service and/or ~~Summer Season Firm Peaking Power Service~~summer season firm peaking power service sold to NPPD and designated for irrigation pumping, a pro rata reduction shall be made to the irrigation pumping allowance and NPPD shall not be obligated to continue to maintain total irrigation pumping allowance at the ~~400~~current (98.949 megawatt) level.

NPPD hereby acknowledges that the irrigation pumping allowance is contractually allocable directly to certain eligible Customers, and each eligible Customer's allocated share is identified on Exhibit D to this Contract. Exhibit D may be amended from time to time due to: (a) Western's withdrawal or reduction of ~~Seasonal Firm Electric Service and/or Summer Season Firm Peaking Power Service~~seasonal firm electric service and/or summer season firm peaking power service, as described above in this Section B, (b) diversity, (c) a change in the NPPD system losses applied to irrigation pumping, (d) a change in the billing point, if other than bus A, or (e) merger of two or more recipients of irrigation pumping allocations. In the event a Customer who receives an allotment of the irrigation pumping allowance elects to exercise its option to ~~reduce~~cap its purchases of Demand and Energy pursuant to Article 2, Section A, such Customer shall continue to be entitled to its entire allotment of irrigation pumping allowance; provided, such Customer may, at NPPD's sole discretion, be required to contract directly with Western for its own irrigation pumping allowance. Allocations of the ~~100 megawatts of~~ irrigation pumping allowance, or such subsequent amount as may be established in the future will include an additional adjustment for diversity. If and when the General Firm Power Service Rate Schedule specifies that Customers' production billing demands shall be determined on an NPPD-system coincident basis, then this additional adjustment for diversity shall no longer be applicable.

Customers who either directly or indirectly receive benefits from the Western UGPR Contract shall comply with Sections ~~34, 40, 41, 51, 52, 56, 62, 63, and 64~~22, 23 as well as General Power Contract Provisions 10, 29, 30, 36, 43, 44 and 45 of the Western UGPR Contract, in accordance with the provisions of said contract. A copy of said sections of the Western UGPR Contract shall be provided to the Customer(s) upon request.

For a Customer who ~~has not exercised its option to reduce its purchases of Demand and Energy pursuant to Article 2, Section A, and who~~ elects to contract with the United States as a ~~Preference Customer~~preference customer for its ~~Firm Electric~~

Service firm electric service allotted to the Customer, NPPD agrees to provide, or arrange for the provision of, transmission, subtransmission and ancillary services necessary to deliver all of the Customer's demand and energy requirements from the inlet of the transmission system to the Point(s) of Delivery, as referenced in Article 3.

Section C, Special Power Products. During the term of this Contract, NPPD will cooperate with Customers ~~and the Rate Review Committee~~ to develop Special Power Products to be offered to all Customers for the benefit of End-Use Customers. The development of a Special Power Product may be initiated by a request from a Customer, ~~by the Rate Review Committee~~, or by NPPD. Once developed, proposed Special Power Product(s) will be presented to the ~~Rate Review Committee~~ Customers for ~~its~~ review and ~~recommendations~~ input. NPPD shall consider the ~~recommendations~~ input of the ~~Rate Review Committee~~ Customers, after which notice of the proposed Special Power Product(s) will be provided to Customers. Within twenty (20) calendar days of the date the notice is provided to the Customer by NPPD ~~(or a shorter time frame, if approved by a three-fourths [3/4] majority of the members of the Rate Review Committee)~~, the Customer may request a hearing. Such hearing will be convened before the NPPD Board of Directors. Notice of the hearing will be given to the Customers at least ten (10) calendar days in advance of such hearing. Any request for a hearing shall be filed in writing with NPPD and shall include in detail those issues or objections to be brought before the hearing. The hearing shall be limited to those objections listed in the Customer's request. NPPD shall conduct such hearing and shall accept and submit for consideration by the NPPD Board of Directors information and comments related to the written objections received for the hearing. NPPD shall notify the Customers of NPPD's decision concerning the hearing on the proposed Special Power Product(s) to be adopted by NPPD. The effective date of the new Special Power Product(s), if adopted, shall be as approved by the NPPD Board of Directors. Each approved Special Power Product will be available to any Customer as a part of its portfolio of customized service packages that may be used for the benefit of similar End-Use Customers.

NPPD will offer a demand response program during the term of this Contract. The demand response program allows the Customer to manage peak loads during hours designated by NPPD. A goal of the demand response program is to encourage Customers to shift energy purchases to desirable time periods and reduce future generation capacity needs for NPPD. Any future change to the demand response program will include the opportunity for input and review by Customer.

Section D, Distributed Generation. The Parties agree that, because Distributed Generation technology has the potential for (i) serving all or a portion of an End-Use Customer's electric requirements, (ii) enhancing reliability for an End-Use Customer, and (iii) enhancing reliability on the distribution system, provisions for the use of Distributed Generation shall be provided for under this Contract. Distributed Generation resources may be owned, operated and maintained by the End-Use Customer, the Customer, or by NPPD.

The Parties agree that Distributed Generation is not intended to provide a mechanism whereby Customers may shift fixed costs among themselves, but, rather, to

allow optimal economic use of the electric production, transmission and distribution systems and to serve End-Use Customer needs into the future.

To assure that Distributed Generation is appropriately priced, the General Firm Power Service Rate Schedule will identify Distributed Generation which will be subject to the provisions of the General Firm Power Service Rate Schedule and identify Distributed Generation which will be subject to the provisions of a Special Power Product Rate Schedule; provided, this provision shall not apply to a Customer who exercises its option to ~~reduce~~cap its purchases of Demand and Energy pursuant to Article 2, Section A, and who is utilizing Distributed Generation to serve the portion of its load that is no longer included as a part of the Customer's obligation under this Contract.

The Parties agree that the development of any Special Power Product(s) for Distributed Generation must be completed in a manner that facilitates timely installation.

Section E, Rates and Charges.

Revenue Requirements:

The revenue requirements for General Firm Power Service and Special Power Products for any future year or portion thereof will include any and all costs associated with operations and maintenance (excluding depreciation); fuel; purchased demand and energy; allocated costs of general and administrative functions; debt service (principal and interest) on production-related assets, including allocated general plant; an amount for renewals, replacements, additions, and improvements (construction from revenue) to production utility plant, including allocated construction from revenue costs for general plant; amounts reasonably required to be set aside in reserves for items of costs the payment of which is not immediately required, such as decommissioning reserves, post-retirement employee benefit reserves; any other production-related costs not specifically listed herein; and an allowance for new/replacement generation assets. Such allowance for new/replacement generation assets shall not exceed an amount equivalent to \$0.0005 per ~~kilowatt~~hour.

Rate Discount:

~~From the effective date of this Contract through December 31, 2021, the Customer shall receive a discount on the production demand and energy charges specified in the General Firm Power Service Rate Schedule. Such discount shall not apply to irrigation pumping allowance charges, ancillary service charges, or transmission charges. Such discount shall also apply to any charges listed in a Special Power Product Rate Schedule that utilize the General Firm Power Service Rate Schedule production demand and energy charges as the basis for such charge.~~

~~The calculation of such discount shall be included in the summary report provided by NPPD to Customer as part of each proposed rate change. The actual discount shall be the amount approved by the NPPD Board of Directors. — kWh.~~

Collection for Certain Reserves and Production Debt Maturing Beyond the Term of this Contract:

All Customers who purchase electric power and energy from NPPD under this Contract shall be entitled to purchase monthly quantities of Demand and Energy from NPPD for the full term of this Contract under the most favorable Cost-Based Rate and contract terms and conditions as are available to any customer under similar conditions of service.

By May 1 of each year, NPPD shall provide to Customers the amount of its production debt maturing beyond the term of this Contract, and the type, amount, and preliminary schedule for the collection of any costs (the payment of which is not immediately required) for certain reserves such as decommissioning reserves and post-retirement employee benefit reserves. NPPD may include the collection of such costs in revenue requirements under this Contract in a future year provided that the amount is fair and reasonable and NPPD has provided information on such costs to Customers with such information being formally transmitted to Customer as outlined in Article 89 of this Contract. Furthermore, NPPD may only include the collection of such costs identified in such annual information provided prior to ~~the earlier of: May 1, 2030, or (ii) May 1 of the year in which it is determined that NPPD first exceeds the Performance Standard (following application of any Performance Credits) as referenced in Article 2, Section A. If NPPD exceeds the Performance Standard (following application of any Performance Credits) and a Customer provides notice to exercise its option to reduce its purchases of Demand and Energy pursuant to Article 2, Section A, or Customer provides notice to terminate the Contract pursuant to Article 1, Section B, then, NPPD shall not increase or accelerate the collection of these costs to amounts higher than those specified in the most recently provided May 1 preliminary schedule for collection. In addition, May 1, 2059.~~ NPPD shall not call production debt maturing beyond the term of this Contract for the sole purpose of accelerating the collection of such debt from Customers.

Annual Financial Report and Rate Stabilization Account:

By May 1 of each year, NPPD will complete an analysis of the financial results for General Firm Power Service and Special Power Products for the preceding Calendar Year. Such analysis shall include an accounting of the actual allowance amount collected during such year for new/replacement generation assets and the balance of such amounts at the end of the year. NPPD will be permitted to retain such allowance amounts until utilized for the addition of new/replacement generation assets. In the event it is determined that the accumulated allowance amount, or a portion thereof, shall be utilized, NPPD shall consider ~~recommendations of the Power Resource Advisory Board~~ input from the Customer Committee regarding the use of such funds.

Such analysis will also include an accounting of the surplus or deficit net revenues realized during such year. NPPD will be permitted to retain surplus net revenues in a Rate Stabilization Account for purposes of covering fluctuations in revenues and/or costs caused by (i) weather and (ii) short-term business fluctuations. Additionally, pursuant to ~~recommendation of~~ input from the ~~majority of the members of the Power Resource~~

~~Advisory Board and the Rate Review~~Customer Committee and approval by the NPPD Board of Directors, NPPD shall be permitted to transfer funds from the Rate Stabilization Account for use as equity capital to finance all or part of the cost of construction or acquisition of future generating resources and other generation-related capital assets used to provide service under this Contract. Surplus or deficit net revenue for any year shall be the difference between (i) actual revenues, and (ii) actual costs, using reasonable methodologies, where necessary, in the allocation of revenues and costs for such year. NPPD will be permitted to retain such surplus net revenues in the Rate Stabilization Account until such time that such surplus exceeds an amount equal to an accumulation limit initially determined to be ten percent (10%) of annual revenues derived from General Firm Power Service and Special Power Products. NPPD may, from time to time, adjust the surplus accumulation limit, giving consideration to input ~~and recommendations~~ from the ~~Rate Review~~Customer Committee and upon approval by the NPPD Board of Directors; provided, in no event shall the surplus accumulation limit exceed twenty percent (20%) of annual revenues derived from General Firm Power Service and Special Power Products ~~without the prior recommendation of a majority of the members of the Rate Review Committee and approval by the NPPD Board of Directors.~~ Any amounts accumulated in excess of such ten percent (10%) or such surplus limit subsequently established, as determined by the financial analysis completed by May 1 of each year, will be included as an adjustment to revenue requirements in the next summary report of forecasted revenue requirements, which report is hereinafter described. ~~If there is a net revenue deficit in excess of an accumulation limit initially determined to be five percent (5%) of annual revenues derived from General Firm Power Service and Special Power Products, as determined by the financial analysis completed by May 1 of each year, the amount of such revenue deficit that is in excess of five percent (5%) will be included as an adjustment to revenue requirements in the next summary report of forecasted revenue requirements; provided, such deficit accumulation limit may be adjusted from time to time by NPPD, giving consideration to input and recommendations from the Rate Review Committee relative to the proposed adjustments, and subject to approval by the NPPD Board of Directors. NPPD may adjust the surplus and deficit accumulation limits~~NPPD may adjust the surplus accumulation limit for reasons including, but not limited to: to provide for greater stability in rates over time, as deemed necessary and reasonable in the then existing competitive environment; to reduce the possibility of unplanned rate changes occurring due to revenue shortfall from mild weather, cost increases from unscheduled generation facility outages, and cost increases from higher than expected price levels for purchased energy. If NPPD proposes to adjust the surplus ~~and/or deficit~~ accumulation ~~limits~~limit, NPPD shall: (i) provide notice to the Customer of the proposed change at least one hundred twenty (120) calendar days prior to the proposed effective date of such change; (ii) allow thirty (30) calendar days from the date of such notice for the Customer to request a hearing before the NPPD Board of Directors, and; (iii) provide at least ten (10) calendar days' notice in advance of such hearing. The effective date of such adjustment, if adopted, shall be as approved by the NPPD Board of Directors.

Summary Report and Rate Change Process:

Beginning with the year ~~2015~~2025 for rates effective on the effective date of this Contract, and, at a minimum, biennially thereafter, NPPD will prepare a summary report

that sets forth (a) the forecast of revenues that would be derived under the then-current rates for the succeeding year(s) or portion(s) thereof, (b) the forecast of revenue requirements for such future year(s) or portion(s) thereof, and (c) any proposed adjustments in the rates for General Firm Power Service and Special Power Products necessary to ensure that the rate(s) to be in effect in the subsequent year(s) or portion(s) thereof are estimated to produce revenues sufficient to meet revenue requirements. A copy of the summary report prepared and requested supporting documentation will be submitted by NPPD to the Customers. If such summary report indicates and NPPD proposes that the then-current rates need to be adjusted in a succeeding year(s) or portion(s) thereof, notice will be given to the Customers at least one hundred twenty (120) calendar days prior to the proposed effective date of any such adjustment. Within thirty (30) calendar days of the date the notice was provided to the Customers by NPPD, Customer may request a rate review hearing. Such hearing will be convened before the NPPD Board of Directors. Notice of the hearing will be given to Customer at least ten (10) calendar days in advance of such hearing. Any request for a hearing shall be filed in writing with NPPD and shall include in detail those issues or objections to be brought before the hearing. The hearing shall be limited to those objections listed in Customer's request. NPPD shall conduct such hearing and shall accept and submit for consideration by the NPPD Board of Directors information and comments related to the written objections received for the hearing. NPPD shall notify Customer of NPPD's decision concerning the hearing on the summary report and rates to be adopted by NPPD. The effective date of the rate adjustment, if any, shall be at least thirty (30) calendar days after the notice to Customer of NPPD's decision, or, if no hearing is requested, at least thirty (30) calendar days after approval by the NPPD Board of Directors. Implementation of new Special Power Products shall not follow the above procedures but, instead, follow the procedures listed in Article 2, Section C. In the event that NPPD desires to clarify the provisions of, or correct non-numerical errors in a rate schedule applicable to this Contract, where such clarification and/or correction will not affect the intended amount of Customer's bills, NPPD shall not follow the above procedures. Instead, NPPD shall: (i) provide notice to the Customer of the proposed modification; (ii) allow thirty (30) calendar days from the date of such notice for the Customer to request a hearing before the NPPD Board of Directors, and; (iii) provide at least ten (10) calendar ~~days'~~ days notice in advance of such hearing. The effective date of the revised rate schedule, if adopted, shall be as approved by the NPPD Board of Directors.

Nothing in this Contract shall cause NPPD to fail to comply with the provisions of NPPD's bond resolutions or supplements thereto.

~~**Section F, Power Resource Advisory Board.** While **Customer Committee.** NPPD and ~~Customer recognize the importance of general consensus among its customers will establish a Customer Committee that will meet with the NPPD Board of Directors during regularly scheduled Board meetings approximately four times per year, or as needed, to discharge the customers' responsibilities identified in this Section F.~~~~

~~The Customer Committee will be governed by a Customer Committee Charter (Exhibit F) that may be updated from time to time with the approval of a simple majority of the Customer Committee and ~~acceptance of the power resource~~ the NPPD Board of~~

Directors. Said updated Customer Committee Charter shall become a part of this Contract. Should there be a conflict between provisions in the Customer Committee Charter and delivery (transmission) plan ultimately approved by the NPPD Board of Directors, the this Contract, the provisions of this Contract shall prevail.

The Customer Committee will consist of between nine (9) and thirteen (13) members that represent a cross-section of customer sectors as provided for in the Customer Committee Charter to provide a fair and reasonable representation of customer perspectives when providing input to the NPPD Board of Directors. The Customer Committee can function with less than full membership should one or more sectors not fill their allocated Customer Committee seats. There shall be no individual member or sector quorum requirement for Customer Committee meetings. Individual members of the Customer Committee will consist of management or governing body members of the Customer, or the Customer's members in the case of an electric cooperative, with decision making or oversight responsibility for the relationship between Customer and NPPD.

The Customer Committee will provide input to the NPPD Board of Directors and act in an advisory capacity. The Customer Committee will have the opportunity to provide input ahead of NPPD Board of Directors consideration and action regarding the areas of responsibility as detailed below.

The Parties agree that NPPD has ultimate authority and responsibility for of implementing its power resource business strategies and delivery plans and discharging that the NPPD Board of Directors retains all authority to discharge its fiduciary responsibilities and its statutory and legal obligations.

~~———— NPPD and its customers will establish a Power Resource Advisory Board (Advisory Board) to provide input to NPPD regarding decisions affecting additions to or retirements from the portfolio of power resources and transmission facilities used by NPPD to meet its power supply obligations and to provide a liaison between the Customers and NPPD's Board of Directors.~~

Customer agrees that confidentiality may apply to materials presented when attending the Customer Committee meeting, where such confidentiality would be in accordance with a separate non-disclosure agreement with NPPD, for all customer attendees, as determined and required by NPPD.

Responsibilities of the Customer Committee include providing input to the NPPD Board of Directors in the following areas:

- (i) NPPD Strategic Plan, as approved by the NPPD Board of Directors
- (ii) Integrated Resource Plan and Resource Adequacy, where:

- a) NPPD will be responsible for maintaining a current integrated resource plan which shows how NPPD's portfolio of power resources will meet the combined requirements of the ~~customers~~Customers and the forecasted cost of power compared to NPPD-produced forward price curves in the regional market. NPPD will prepare updates of the plan

and review such updates with Customers. The plan will be updated at least every five (5) years and more frequently if required to meet Southwest Power Pool planning requirements or other contractual or regulatory requirements.

~~The Advisory Board will be comprised of up to twelve (12) customers who have not exercised their option to reduce their purchases of Demand and Energy pursuant to Article 2, Section A from the following customer categories to reflect a cross-section of customers:~~

- ~~2 public power district representatives elected by public power districts~~
- ~~3 municipal representatives elected by municipals~~
- ~~Loup River Public Power District~~
- ~~Norris Public Power District~~
- ~~Southern Power District~~
- ~~Nebraska Electric Generation and Transmission Cooperative, Inc.~~
- ~~NPPD Retail~~
- ~~2 largest municipals (based on production revenue) that volunteer to serve on the Advisory Board~~

~~The Advisory Board will review the load forecasts for General Firm Power Service and the aggregate of Special Power Products, practicable options for meeting the forecasted power supply obligations of NPPD, the current integrated resource plan, financial and economic assumptions supporting the plan, potential financial obligations for the implementation of such plan, and any other action plans affecting additions to or retirements from NPPD's power resource portfolio.~~

~~b) Customer shall be responsible for providing to NPPD its forecasted Demand and Energy information. Such forecasts shall be based on the common methodology developed by NPPD for use by all for the next ten (10) years. Customers, which methodology shall be reviewed by the Advisory Board with irrigation load or other load reductions in an applicable demand waiver program (NPPD's program and/or Customer's program) shall provide information (no less than annually) to NPPD in NPPD's data request(s) (currently, the Post Season Irrigation Survey requested each fall) that includes details for connected load, including the amount of load curtailed by source, and Customer's load management practices.~~

~~NPPD will conduct meetings of the Advisory Board at least twice a year and at such other times as deemed necessary in order that the Advisory Board may review the expected seasonal loads attributed to General Firm Power Service and the aggregate of Special Power Products for the upcoming season and the manner in which NPPD intends to meet such obligations. Customer may attend any meeting of the Advisory Board.~~

~~The Advisory Board will function separately from the Rate Review Committee, which will deal with rate-related issues, as described in Article 2, Section G.~~

- ~~—c) NPPD will be responsible for meeting and maintaining reporting and compliance requirements per Southwest Power Pool (or other appropriate authority) tariffs and protocols for resource adequacy assurance based on the NPPD integrated resource plan and resource portfolio and aggregate forecasted customer Demand and Energy.~~
- d) Notwithstanding the role of the ~~Advisory Board~~ Customer Committee as described above, if Customer deems it advisable to join with NPPD in performing a detailed power supply planning study for the purpose of identifying one or more future resources, or for optimizing a load management program, or the funding thereof, which may be used for serving the future requirements of NPPD and of Customer, Customer shall so advise NPPD in writing. NPPD will give due consideration to any such request and will promptly provide a response to Customer.

(iii)

~~**Section G**, **Rate Review Committee.** **While NPPD and Budget, Rate Stabilization Account, and Customer recognize the importance of customer participation in the rate, price and product development process, the Parties agree that NPPD has ultimate authority and responsibility for maintaining adequate revenues and for designing rates and pricing structures.**~~

load forecast, including

~~NPPD and its customers will establish a Rate Review Committee, which committee shall be comprised of up to twelve (12) customers who have not exercised their option to reduce their purchases of Demand and Energy pursuant to Article 2, Section A from the following customer categories to reflect a cross-section of customers:~~

- ~~— 2 public power district representatives elected by public power districts~~
- ~~— 3 municipal representatives elected by municipals~~
- ~~— Loup River Public Power District~~
- ~~— Norris Public Power District~~
- ~~— Southern Power District~~
- ~~— Nebraska Electric Generation and Transmission Cooperative, Inc.~~
- ~~— NPPD Retail~~
- ~~— 2 largest municipals (based on production revenue) that volunteer to~~
- ~~— serve on the Rate Review Committee~~

~~Customer may attend any meeting of the Rate Review Committee.~~

~~NPPD will conduct meetings of the Rate Review Committee at least twice a year and at such other times as deemed necessary in order that the committee may review and provide input to NPPD on the revenue requirements and the rate design for General Firm Power Service. The responsibilities of the Rate Review Committee shall also include, but not be limited to, (i) assisting NPPD in identifying, designing, and developing Special Power Products, including any associated production rates; and (ii) providing input and/or~~

~~recommendations~~ relative to adjustments to the surplus ~~and deficit~~ accumulation ~~limits~~limit in the Rate Stabilization Account, as provided in Article 2, Section E.

- (iv) Rates and Special Power Products, in accordance with Article 2.
- (v) Offering this Contract or a replacement wholesale power contract to new or existing customers.

Section G, Early Termination. A Customer may terminate this Contract prior to the end of the term by providing proper written notice to NPPD and paying the exit fee in accordance with the provisions in Section H.

A Customer may provide written notice to NPPD to terminate this Contract at any time after January 1, 2032. NPPD shall provide to the Customer written confirmation that such notice was received within ten (10) business days. Contract termination will be effective at the end of the day on the first December 31st which is at least thirty-six (36) months following NPPD's receipt of the Customer's notice ("Termination Date"). The earliest Termination Date for a Customer is December 31, 2035. By way of example, if a Customer provides written termination notice to NPPD on September 6, 2035, then the Termination Date for such Customer is December 31, 2038. Once a Customer's termination notice is provided to and subsequently confirmed in writing by NPPD, it becomes binding.

NPPD Notice of Initial Debt Issuance for a New Generation Resource:

After January 1, 2032, when NPPD management plans to seek NPPD Board approval of a capital project for a new generation resource which has an expected total capital cost that exceeds \$100 million, NPPD will provide written notice to the Customer at least one hundred eighty (180) days before the expected initial issuance of debt (either short term or long term) for such resource. Such notice to Customer will include a deadline for the Customer to provide notice to NPPD to terminate (in accordance with the first two paragraphs of this Section G) this Contract and not be responsible for the debt associated with such generation resource in Customer's exit fee calculation. If the Customer provides termination notice to NPPD, prior to the deadline in NPPD's notice to Customer, then the Customer's exit fee amount will not include any Outstanding Production Debt associated with this generation resource (neither the initial issuance nor any subsequent issuance). If termination notice is not received from a Customer by the deadline, then the actual outstanding amount of such new debt and any subsequent debt associated with such generation resource shall be factored into all future calculations of the Customer's exit fee amount.

See Exhibit G for illustrative scenarios for the treatment of debt in the exit fee calculation for a new generation resource that requires NPPD notice to Customers per the provisions stated previously in this Section G.

In situations where NPPD notice to Customer is not required for a new generation resource, if the Customer provides termination notice prior to NPPD's first issuance of debt (either short term or long term) for such new generation resource, then the

Customer's exit fee amount will not include any Outstanding Production Debt associated with such new generation resource (neither the initial issuance nor any subsequent issuance). If termination notice is not received from Customer prior to the initial debt date of issuance, then the actual outstanding amount of such new debt and any subsequent debt for such generation resource shall be factored into all future calculations of the Customer's exit fee amount.

NPPD Notice of Commitment to New Generation Power Purchase Agreements (PPA) and Power Supply Contracts (PSC):

After January 1, 2032, when NPPD plans to enter into a new PPA or PSC (including capacity purchase) with a party that is not a signatory to this Contract, and such agreement has a term of twenty (20) years or longer and the purchase cost (net of any power sales to non-Customers) is forecasted to be \$50 million or greater per year on average over the term of such agreement, then NPPD will provide written notice to the Customer at least ninety (90) days before the expected execution of such PPA or PSC. Such notice will include a deadline for the Customer to provide notice to NPPD to terminate (in accordance with the first two paragraphs of this Section G) this Contract and not be responsible for the stranded cost/benefit of such PPA or PSC in their exit fee calculation. If the Customer provides termination notice prior to the deadline, then the Customer's exit fee amount will not include the stranded cost/benefit associated with this PPA or PSC. If termination notice is not received from a Customer by the deadline, then the stranded cost/benefit associated with this PPA or PSC shall be factored into all future calculations of the Customer's exit fee amount.

In situations where NPPD notice to Customer is not required for a new PPA or PSC, if the Customer provides termination notice prior to NPPD's execution of such PPA or PSC, then the Customer's exit fee amount will not include the stranded cost/benefit associated with such PPA or PSC. If termination notice is not received from Customer prior to NPPD's execution of such PPA or PSC, then the stranded cost/benefit associated with such PPA or PSC shall be factored into all future calculations of the Customer's exit fee amount.

Section H, Exit Fee. The Customer's exit fee will be determined as their allocated share of the sum of three (3) components:

- (i) Outstanding Production Debt
- (ii) Generation Power Purchase Agreements (PPA) and Power Supply Contracts (PSC) stranded costs/benefits
- (iii) Rate Stabilization Account (RSA) Credit

The amount of a Customer's total exit fee shall never be less than zero. Exit fee funds will be used to pay Outstanding Production Debt, PPA obligations and PSC obligations.

A Customer's exit fee amount will only include the Outstanding Production Debt and stranded costs/benefits for PPA/PSCs that the departing Customer is responsible for.

Except as otherwise provided for in Article 2, Section G, the Customer is responsible for all Outstanding Production Debt, and all PPA/PSCs that NPPD has executed, prior to the Customer providing termination notice to NPPD, and any subsequent production debt for new generation resources and stranded costs/benefits for new PPA/PSCs entered into between the time of termination notice and the Customer's Termination Date where the Customer did not provide termination notice during the applicable NPPD notice periods as described in Article 2, Section G.

Outstanding Production Debt is defined as:

- (i) Revenue Bonds issued for production level of service (principal only)
- (ii) Other debt which includes both variable and fixed rate production debt. This includes production debt that has been issued on the Tax-Exempt Revolving Credit Agreement (RCA), Taxable RCA or Commercial Paper or any future variable or fixed rate program and includes interest accrued to the date a Customer provides notice of termination. Production debt, if any, that NPPD issues for nuclear fuel will be excluded from the exit fee calculation.
- (iii) Debt-like and other obligations (including leases, swaps, and hedges) related to production assets.

The actual amount of the Outstanding Production Debt component included in a departing Customer's exit fee calculation shall be reflected as a reduction in the Outstanding Production Debt for subsequent exit fee calculations for all other Customers. The amount of the Outstanding Production Debt component which is excluded from the exit fee due to accumulated Production Debt Offsets (if applicable) will be included in the Outstanding Production Debt component for subsequent exit fee calculations for all other Customers.

Generation Power Purchase Agreements (PPA) and Power Supply Contracts (PSC):

Included in this category are all such agreements and contracts that NPPD has executed for providing power supply to Customers. Current examples include contractual arrangements with/for the Western, Loup Hydro, Kingsley Hydro, Municipal Capacity Purchase Towns, Wind PPAs (e.g., Elkhorn Ridge), and Nebraska City 2. As NPPD executes additional PPA/PSCs during the term of this Contract, they shall also be included in the exit fee calculations.

NPPD shall review each PPA/PSC and determine if there is a potential stranded cost/benefit associated with such arrangement that will become a part of the exit fee calculation. In some cases (e.g., the Western UGPR Contract), this Contract specifies that a Customer's Western allocation (if any) will be transferred to them upon termination of this Contract and the Customer will become financially responsible for this allocation with NPPD having no further payment obligations. As a result of this treatment, there are no stranded costs/benefits associated with the contracts for this particular Western allocation to be included in the Customer's exit fee calculation.

In some cases, whether or not the stranded costs/benefits of a particular PPA or PSC is includible in a Customer's exit fee calculation will depend upon the particular departing Customer. A current example of this scenario is a municipal capacity purchase contract. These contracts benefit all Customers in aggregate and the costs are included in NPPD's wholesale rates. If the asset-owning municipality is the departing Customer, there are no stranded costs/benefits associated with this municipal capacity purchase contract for such departing Customer since it will terminate simultaneously with this Contract and therefore NPPD has no further payment obligations. However, if any other Customer is the departing Customer, then the stranded costs/benefits associated with this municipal capacity purchase contract will be applicable and will be included in the exit fee calculation for such Customer.

For those PPA or PSC contracts where NPPD determines that there is a stranded cost/benefit impact due to a departing Customer, such costs/benefits will be estimated using the contract pricing for capacity, energy, and other costs (with estimated escalation where necessary), the forecasted annual energy production, the accredited capacity, and the term of such contract. Offsetting these forecasted expenses will be the forecasted market revenues of the capacity and energy of such contract. The forecasted market energy and capacity prices will be determined by NPPD on an average annual \$/MWh and \$/kW basis, respectively. See Exhibit H for an illustrative example of the stranded cost/benefit calculation for a hypothetical PPA.

Rate Stabilization Account Credit:

If on the October 31st immediately prior to the Customer's Termination Date there is an uncommitted surplus in NPPD's production Rate Stabilization Account (RSA), such amount shall be utilized as a credit against the total Outstanding Production Debt and total stranded costs/benefits of the generation PPA/PSCs in the Customer's exit fee calculation.

Exit fees collected by NPPD from a Customer as a result of previous terminations of this Contract shall not be included in this RSA credit calculation for any subsequent Customer that provides notice to terminate this Contract.

Discount Rate:

When determining the stranded costs/benefits for PPA/PSCs, it is necessary to forecast costs and market mitigation for the remaining term of these contracts. To determine the stranded costs/benefits at the time of a Customer's contract termination, it is necessary to calculate the present value of these stranded costs/benefits using a discount rate. The discount rate used in this economic analysis shall be NPPD's weighted average cost of capital as determined by NPPD.

Allocation Methodology:

Once the subtotal amounts have been determined for the three (3) components of the exit fee, such net total amount shall be allocated to individual Customers to determine

an individual Customer's exit fee amount. The allocator shall be NPPD's total actual production revenue over the most recent three-calendar year period of all Customers purchasing wholesale power supply service from NPPD under this Contract and under the 2016 Contract, if applicable. By way of example, if a Customer's Termination Date is December 31, 2038, then the NPPD production revenues for the calendar years 2035-2037 shall be utilized in determining the Customer's final exit fee amount. Once a Customer provides termination notice to NPPD in accordance with Article 2, Section G, NPPD shall remove such Customer from all subsequent exit fee allocation calculations for other Customers.

Production Debt Offsets and Performance Credits:

The following provisions (the four indented paragraphs below) for Production Debt Offsets and Performance Credits apply only to Customers that have executed this Contract on or before October 31, 2025.

NPPD's performance in maintaining the average cost of General Firm Power Service at or below a specified level shall be measured by NPPD's "Annual Average Wholesale Power Cost", which shall be equal to the annual average production plus transmission cost per kWh for all Customers taking service under this Contract (excluding the load and revenues of End-Use Customers taking service under the NPPD wholesale Economic Development Rate Schedule) compared to the "Performance Standard", which shall be equal to the forty-fifth (45th) percentile level of the power cost per kWh purchased for the reporting U.S. utilities, as listed in the National Rural Utilities Cooperative Finance Corporation (CFC) Key Ratio Trend Analysis (Ratio 88), as the same may be modified, amended, superseded, or replaced as mutually agreed to by NPPD and a super majority of the Customer Committee.

In any Calendar Year beginning with 2026 cost data in which NPPD's Annual Average Wholesale Power Cost exceeds the forty-fifth (45th) percentile level of the CFC Ratio 88 data, Customer shall receive a five percent (5%) Production Debt Offset to reduce the Outstanding Production Debt component of the exit fee. Customer may accumulate up to twenty (20) percent Production Debt Offsets, any offsets received above the twenty (20) percent cap shall be forfeited. The accumulated Production Debt Offset shall in no instance be greater than twenty (20) percent when determining the Customer's allocated Outstanding Production Debt component of the exit fee.

In any Calendar Year beginning with 2026 cost data in which NPPD's Annual Average Wholesale Power Cost is less than the twenty-fifth (25th) percentile level of the CFC Ratio 88 data, NPPD shall be entitled to a credit ("Performance Credit") in the amount of two (2) percent. Any such Performance Credit(s) to which NPPD is entitled shall reduce a Customer's accumulated Production Debt Offsets or be banked by NPPD if Customer

has no accumulated Production Debt Offsets to reduce. Such banked credits shall be used to reduce any future Customer Production Debt Offset; banked credits will not increase Customer's exit fee. Exhibit I provides an illustrative example of the accumulation of Production Debt Offsets and Performance Credits.

Customer's Production Debt Offsets for exit fee determination shall be the available accumulated Production Debt Offsets, if any, at the time of the Customer's written termination notice. The offset cannot be increased by additional Production Debt Offsets or reduced by Performance Credits after the Customer's written termination notice has been received.

Annual Update:

Beginning May 1, 2029, and by May 1st of each year thereafter, NPPD will provide each individual Customer an estimate of their exit fee amount calculated as of December 31st of the prior year. See Exhibit J for an illustrative example of the information provided in this annual update.

Beginning with the 2026 calendar year results, NPPD's performance standard results and any accumulated Production Debt Offsets or banked Performance Credits shall be reported to Customer by September 1st of each year. Any adjustments to accumulated Production Debt Offsets or banked Performance Credits for use in a Customer's exit fee calculation are not effective until after reported.

Final Exit Fee Calculation and Customer Payment Process:

Following the Customer's termination notice, by May 1st of each year NPPD will provide the Customer with an updated calculation of the estimated amount of their exit fee customized if necessary to include only the outstanding debt (reduced by any applicable accumulated Production Debt Offsets, if applicable to the Customer, available at time of termination notice), and stranded costs/benefits for PPA/PSCs that the Customer is responsible for in their exit fee. NPPD shall calculate the final amount of the Customer's exit fee and provide notice of such amount to the Customer at least thirty (30) days prior to the Customer's Termination Date. See Exhibit K for an example of the data which NPPD shall utilize in determining the final amount of a Customer's exit fee. Prior to the Termination Date, the Customer shall pay to NPPD, via wire transfer or ACH, the full amount of their exit fee in funds immediately available by 12:00 noon CST on the Termination Date.

ARTICLE 3 TRANSMISSION

Except as provided below, this Contract provides for the sale of Demand and Energy under General Firm Power Service and Special Power Products delivered to the inlet of the transmission system only. Transmission, subtransmission and related

ancillary services required to deliver these production products to the Point(s) of Delivery are not included in this Contract.

However, for Customers who have not exercised their option to ~~reducecap~~ their purchases of Demand and Energy pursuant to Article 2, Section A, including those Customers who have elected to contract with the United States as ~~Preference Customers~~preference customers for their ~~Firm Electric Service~~firm electric service pursuant to Article 2, Section B, NPPD agrees to provide, or arrange for the provision of, transmission, subtransmission and ancillary services, and Customer agrees to pay for such services necessary to deliver all of the Demand and Energy purchased from NPPD under this Contract and to deliver all of the Customer's demand and energy purchased from Western from the inlet of the transmission system to the Point(s) of Delivery. Such transmission and ancillary service(s) shall be provided under the appropriate rates, terms and conditions included in the Transmission Rate Schedule established by NPPD according to the notice provisions in Article 2, Section E. Customer shall have the right, in whatever form such right may exist, to review transmission and ancillary service rates, terms and conditions, and any proposed revisions to same, as may be imposed upon NPPD by its transmission service provider. Subtransmission service shall be provided under the appropriate rates, terms and conditions as may be imposed upon NPPD by its subtransmission service provider, with the addition of NPPD's related administrative costs. Customer shall have the right, in whatever form such right may exist, to review subtransmission rates, terms and conditions, and any proposed revisions to the same.

For Customers who have exercised their option to ~~reducecap~~ their purchases of Demand and Energy pursuant to Article 2, Section A, the Customer shall have the responsibility to provide, or arrange for the provision of, and pay for transmission, subtransmission and ancillary services necessary to deliver all of the Demand and Energy purchased from NPPD under this Contract and from all supplemental power and energy suppliers, including Western, from the inlet of the transmission system to the Point(s) of Delivery. The ~~Parties agree that separate and apart from this Contract, Customer has the option to select NPPD will offer to provide, or~~ provide, or arrange for the provision of, transmission, ~~subtransmission and ancillary services necessary to deliver all of the Customer's demand and energy requirements from the inlet of the transmission system to the Point(s) of Delivery~~ service as provided for in Article 2, Section A. Such service(s) shall be provided under the appropriate rates, terms and conditions established by NPPD.

NPPD agrees to accord to Customer all rights and privileges that have been accorded to NPPD by its transmission and subtransmission service providers. In addition, NPPD agrees to facilitate communications between its transmission service provider and Customers for the purpose of discussing service reliability, system expansion studies and proposals, tariffs, industry developments and any other topics deemed to be of interest by NPPD or its Customers.

ARTICLE 4 WAIVERS

No delay by the Parties in enforcing any of their rights hereunder will be deemed a waiver of such rights nor will any waiver at any time by the Parties of their rights with respect to a default under this Contract be deemed a waiver with respect to any subsequent default or matter.

ARTICLE 5 MERGER OR CONSOLIDATION

In the event two or more Customers merge and/or consolidate their properties into a single corporate entity, the resulting corporate entity shall receive all the benefits and assume all the liabilities as if the new entity were a single Customer at the inception of this Contract.

ARTICLE 6 MOST FAVORED NATIONS

If NPPD enters into or amends a wholesale power contract with a wholesale customer for a system sale (i.e., not a sale from a specific generating unit or units) that provides for full requirements firm wholesale power service for any term in a form other than this Contract ~~or NPPD's Option B wholesale power contract~~, or if NPPD enters into a wholesale power contract with a wholesale customer for a system sale that provides for partial requirements firm wholesale power service for any term and at average production rates which are less than those provided for under this Contract ~~and the offering of such wholesale power contract is not approved by a majority of the members of the Power Resource Advisory Board~~, Customer may elect to adopt such wholesale power contract, conformed as necessary to apply to the Customer. A Customer that is purchasing a reduced capped amount of its Demand and Energy requirements from NPPD, pursuant to Article 2, Section A, shall be entitled to purchase only such reduced capped amounts under such new or amended contract. For the purposes of determining average production rates in the case of a partial requirements wholesale power contract, the production rates included in such contract and those applicable under this Contract shall each be applied to the new wholesale customer's estimated purchases from NPPD.

NPPD shall notify Customer in writing with such notification sent by mail, postage prepaid, ~~or~~ by national express delivery service or by electronic communication, if NPPD ~~executes offers~~ a form of wholesale power contract that meets the specifications listed above. NPPD shall provide a copy of said contract, and Customer shall have six (6) months following the date of such notice to elect the other contract. The Parties shall execute the new contract within thirty (30) calendar days following Customer's written election.

ARTICLE 7

REOPENER

The Parties agree that after December 31, 2035, a resolution, which explains in sufficient detail the issues to be negotiated, approved by a super majority of the Customer Committee or a majority of the NPPD Board shall establish the basis to conduct good faith negotiations regarding the reopening of this Contract to discuss amendment of said Contract. NPPD may offer to customers at any time after December 31, 2035, an amendment to this Contract that extends the term and termination date of this Contract (Article 1 Section B). Otherwise, any proposed amendment(s) would first require approval by the NPPD Board and a super majority of the Customer Committee prior to being offered to customers for consideration and potential adoption.

ARTICLE 8

SUCCESSORS AND ASSIGNS

Neither Party may assign this Contract in whole or in part, or any rights granted hereunder, or delegate to a third party any of the duties and obligations hereunder, without the prior written consent of the other Party; provided, however, NPPD shall not be required to obtain such written consent for an assignment of this Contract in the event that NPPD divests substantially all of its generation assets through merger or consolidation into another Public Power Entity. No assignment of this Contract shall be effective unless and until the assignee assumes in writing the duties and obligations of the assignor.

In the case of an assignment by NPPD resulting from a divestiture as described above, the rates under this Contract or any extension of this Contract, as contemplated by Article 1, Section B, shall continue to be no greater than if the assignment had not occurred and in no event will the assignee be permitted to charge the Customer market-based rates or cost-based rates that include recovery of any acquisition premiums paid.

In the event NPPD is required to divest substantially all of its generation assets, the Customer shall have the option to terminate this Contract. NPPD shall be required to provide advance written notice of such divestiture of its generation assets at least one hundred eighty (180) calendar days prior to the effective date of such divestiture or, if NPPD is unable to provide such notice due to circumstances beyond its control, as soon as is reasonably possible under the circumstances of such divestiture. Upon receipt of said notice, the Customer may terminate this Contract by providing written notice of such termination to NPPD and its assignee at least ninety (90) days prior to the effective date of such divestiture.

ARTICLE 89
NOTICES AND CORRESPONDENCE

Written notices and other communications required under or related to this Contract shall be given in writing and sent by mail, postage prepaid, and national express delivery service or by electronic communication. A Party may change its address or the person to whom notices and other communications are to be sent by providing written notice of such change to the other Party.

To NPPD:

Notices/Correspondence

Nebraska Public Power District
Attention: Contracts Manager
~~Wholesale~~
P.O. Box 499
1414-15th Street
Columbus, NE 68602-0499

Rates/Billing

Nebraska Public Power District
Attention: Director of Pricing, Rates & Wholesale Billing
~~Billing Manager~~ P.O. Box 499
~~P.O. Box 499~~ 1414-15th Street
~~1414-15th Street~~
Columbus, NE 68602-0499

To Customer:

Notices/Correspondence

Rates/Billing

ARTICLE 910
ENTIRE AGREEMENT

This Contract constitutes the entire agreement between NPPD and the Customer regarding the matters addressed herein and supersedes all prior written and oral communications and understandings in connection therewith.

ARTICLE 1011
REPLACEMENT OF PRIOR CONTRACT

This Contract shall supersede the 2016 Wholesale Power Contract effective January 1, 2016, between NPPD and Customer with ana Contract effective date of January 1, ~~2002~~. ~~Any exhibits, as updated and currently in effect, and attached to said document shall be made a part of this Contract.~~ 2026. Said 2016 Wholesale Power Contract shall, upon the effective date of this Contract, be null and void without further force and effect.

ARTICLE 12 ARBITRATION

In the event of an unresolved dispute arising under this Contract, which remains unresolved for one-hundred eighty (180) days, the process for resolving said dispute shall be to submit the matter to binding arbitration. An arbitration board shall consist of three members, one of whom shall be selected by the Customer(s), one of whom shall be selected by NPPD, and a third shall be selected by the other two arbitrators.

The arbitrators shall not be employees, agents, or consultants of any party to the dispute and shall have no financial or personal interest in the result of the arbitration.

The arbitration board shall be appointed within ninety (90) days after the receipt of the notice of the unresolved dispute. Each party shall notify the other in writing of the name and address of the arbitrator selected by it within sixty (60) days after receipt of the notice of the dispute. The two arbitrators selected by the parties shall notify the parties in writing of the name and address of the third arbitrator selected by them.

Each of the parties to the dispute shall pay the costs and expenses of the arbitrator selected by it together with one-half of the costs and expenses of the third arbitrator and one-half of the costs and expenses of the hearing, unless the parties agree or the arbitration board, in its discretion, assesses such costs and expenses, or any part thereof, in a different manner.

The arbitration board shall hire an official stenographer to report its hearings and may hire an attorney to assist it in ruling on the admissibility of evidence offered.

The arbitration board shall meet within thirty (30) days of the appointment of the third arbitrator. The third arbitrator shall be the chairperson and preside at all meetings and hearings of the arbitration board and shall provide notice to the parties at least five (5) days before the first meeting. The parties shall meet with the arbitration board at its first meeting for the purpose of clarifying and narrowing the specific issues from those set forth in the detailed statement of disputed issues.

The parties shall submit preliminary written statements to the arbitration board within sixty (60) days after the convening of the first meeting of the arbitration board. The arbitration board shall fix the time and place for a hearing which shall commence not more than seventy-five (75) days after the convening of the first meeting of the arbitration board. The arbitration board shall give each party written notice of the hearing by certified mail, at least ten (10) days in advance of the hearing, unless the parties waive such notice.

At all times after receipt of the notice of the dispute, each party shall make available to the other, for inspection and copying, all documents, data, and records with respect to the dispute for the presentation of the matter to the arbitration board. If the parties fail to

agree on the production of documents and records, the arbitration board shall determine the matter. The parties may also take depositions with respect to the dispute.

At the hearing the arbitration board shall hear testimony and receive evidence in person or by deposition relating to the dispute and may continue the hearing from time to time. The arbitration board shall be bound by the rules of evidence applicable in district court. The arbitration board may require a party to submit such evidence as the board may deem necessary or desirable for making its decision and the board is authorized to subpoena witnesses and documents. Opportunity shall be afforded to both parties to present evidence and cross-examine witnesses. The parties may be represented by counsel.

The arbitration board shall seek to complete its hearing on the issues submitted to it within forty-five (45) days after the commencement of the hearing. The arbitration board may extend the time to complete the hearing beyond the forty-five-day period if the board determines that such extension is necessary.

The arbitration board shall (1) consider only those matters necessary for the resolution of the disputed issues, (2) have no authority to add to, subtract from, or alter issues except as agreed to by the parties, and (3) not alter or modify any existing contract.

The arbitration board shall render its decision within thirty (30) days after completion of the hearing. The decision shall be in writing, be accompanied by findings of fact, and be signed by the arbitrators supporting the decision. The findings of fact shall consist of a concise statement of the conclusions upon each contested issue of fact. The decision of a majority of the arbitrators shall be the decision of the arbitration board and shall be final and binding on the Parties and enforceable only in the Platte County District Court of the State of Nebraska.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed in duplicate by their duly authorized officers or representatives as of the dates indicated below.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

CUSTOMER

By: _____

Date: _____

NEBRASKA PUBLIC POWER DISTRICT

By: _____

Date: _____

EXHIBITS A-1, A-2, A-3, etc.

RATE SCHEDULES

Exhibit A-1 General Firm Power Service Rate Schedule

Exhibit A-2 Supplement No. 1 to the GFPS Rate Schedule

Exhibit A-3 Simultaneous Buy/Sell Rate Schedule (SPP No. 2)

Exhibit A-4 Energy Curtailment Program (SPP No. 3)

Exhibit A-5 ~~Buy-Through Program Rate Schedule (SPP No. 4)~~

~~Exhibit A-6~~ Standby Service Rate Schedule (SPP No. 5)

Exhibit A-~~7~~ 6 Economic Development Rate Schedule (SPP No. 6)

~~Exhibit A-7~~ Large Customer Interruptible Rate Schedule (SPP No. 8)

Exhibit A-8 ~~Green~~ Large Customer Market-Based Rate Schedule
(SPP No. ~~79~~)

Exhibit A-9 Interruptible Market Based Rate Schedule (SPP No. 10)

~~Exhibit A-10~~ Pilot Program Demand Response Resource Rate Schedule (SPP No. 11)

~~Exhibit A-11~~ Production Cost Adjustment Rate Schedule

EXHIBITS B-1, B-2, B-3, etc.

BILLING EXHIBITS

EXHIBIT ~~S~~ C ~~and~~ D

**~~Exhibit C~~ — Contract Rates of Delivery for Western Firm
Electric Service**

EXHIBIT D

~~Exhibit D~~ — Western Irrigation Pumping Allocations

EXHIBIT E

Illustrative Example of the Calculation of ~~a~~-Base Monthly Demand Obligation Obligations

Assume: Customer provides notice to cap their purchases under this Contract with a Capping Date of end of day December 31, 2035.

Determine: The Customer's April BMDO, BMEO, and BMMHEO amounts

April amounts will be based on the Customer's actual loads occurring in the 3 previous months of April prior to the Capping Date: April 2033, April 2034, and April 2035.

	<u>Apr-33 *</u>	<u>Apr-34</u>	<u>Apr-35</u>	<u>April 3-Year Avg</u>	
BMDO (kW)	30,623	31,556	27,740	29,973	= April BMDO for remaining contract term
NPPD CP	04/07/33 HE9	04/18/34 HE9	04/06/35 HE9		
BMMHEO (kW)	31,887	32,821	30,140	31,616	= April BMMHEO for remaining contract term
BMEO (kWh)	15,186,396	15,690,051	15,100,815	15,325,754	= April BMEO for remaining contract term

* Calculation of April 2033 values determined as follows (similar calculation would be performed for April 2034 and April 2035):

April 2033 Day/Hour (A)	NPPD Supplied Energy (1) (kWh) (B)	<u>Less:</u> Customer's Western Allocation (2) (kWh) (C)	<u>Less:</u> Customer's Western Irrigation Pumping Allocation (3) (kWh) (D)	<u>Plus:</u> Actual Metered Output of QLG Utilized For Offset Purposes (4) (kWh) (E)	<u>Equals:</u> Customer Load Utilized For Determining April Base Monthly Obligations (5) (kWh) (F)	
4/1 HE 1	28,510	(1,426)	(228)	0	26,856	
4/1 HE 2	30,015	(1,501)	(240)	0	28,274	
4/1 HE 3	32,118	(1,606)	(257)	285	30,540	
.	
.	
4/7 HE 8	32,950	(1,648)	(264)	505	31,544	
4/7 HE 9	32,057	(1,603)	(256)	425	30,623	= BMDO for April 2033
4/7 HE 10	33,180	(1,659)	(265)	575	31,831	
.	
.	
4/30 HE 24	27,589	(1,379)	(221)	0	25,989	
Maximum of all 744 Hours:					31,887	= BMMHEO for April 2033
Sum of all 744 Hours:					15,186,396	= BMEO for April 2033

Notes:

- (1) Excludes Customer's loads taking service under certain Special Power Products that are excluded from the capping process.
- (2) Reduction only applicable for Blend Customers with a Western allocation per Exhibit C who contract directly with Western for such allocation effective on or before the Capping Date. Customer's allocation for April 2033 allocated across all hours of the month on a load pattern basis.
- (3) Reduction only applicable for Customers with an Irrigation Pumping Allocation per Exhibit D who contract directly with Western for such allocation effective on or before the Capping Date. Customer's allocation for April 2033 allocated across all hours of the month on a load pattern basis.
- (4) QLG = Qualifying Local Generation
- (5) This example calculation is based on the current GFPS rate structure and basis for determining the production billing demands. Modifications to this calculation and its application to billing under the GFPS Rate Schedule may be required if there are changes in the future.

EXHIBIT F

Customer Committee Charter

Purpose

NPPD and its customers will establish a Customer Committee that will meet with the NPPD Board of Directors during regularly scheduled Board meetings approximately four times per year, or as needed, to discharge the responsibilities identified in the Wholesale Power Contract (WPC).

The Customer Committee will provide input to the NPPD Board of Directors and act in an advisory capacity. The Customer Committee will have the opportunity to provide input ahead of NPPD Board of Directors consideration and action regarding the areas of responsibility as detailed below.

The Parties agree that NPPD has ultimate authority of implementing its business strategies and plans and that the NPPD Board of Directors retains all authority to discharge its fiduciary responsibilities and its statutory and legal obligations.

Membership

The Customer Committee will consist of members that have signed the WPC and represent a cross-section of customer sectors. Membership may be adjusted between nine (9) and (13) members as recommended by NPPD management and approved by the Customer Committee and NPPD Board of Directors to maintain a fair and reasonable representation of customer perspectives when providing input to the NPPD Board of Directors. Individual members of the Customer Committee will consist of management or governing body members of the Customer, or the Customer's members in the case of an electric cooperative, with decision making or oversight responsibility for the relationship between Customer and NPPD.

At inception, Customer Committee membership will consist of eleven (11) members from the following customer sectors:

- 1 member appointed by the Loup Power District Board of Directors
- 4 members appointed by the Nebraska Electric Generation & Transmission Cooperative Board of Directors
- 1 member appointed by the Norris Public Power District Board of Directors
- 1 member appointed by the Southern Public Power District Board of Directors
- 1 member selected by the group of large wholesale municipal customers (currently Lexington and North Platte)
- 3 members selected by the group of remaining wholesale municipal customers

The Customer Committee can function with less than full membership should one or more sectors not fill their allocated Customer Committee seats.

There shall be no individual member or sector quorum requirement for Customer Committee meetings.

Committee Areas of Responsibility

Responsibilities of the Customer Committee are to provide input to the NPPD Board of Directors and act in an advisory capacity in the following areas:

- (i) NPPD Strategic Plan
- (ii) Integrated Resource Plan and Resource Adequacy
- (iii) Budget, Rate Stabilization Account, and load forecast
- (iv) Rates and Special Power Products
- (v) Offering this WPC or a replacement WPC to new or existing customers

Voting

While the Customer Committee generally functions to provide input to the NPPD Board of Directors the committee does have the following voting authority per the WPC:

- Offering the WPC to any prospective customer that has not signed the WPC by the effective date of the WPC. (super majority for approval, which requires 7 “Yes” votes from the 11 Customer Committee members). [Article 1. Section B. Term of Contract and Eligibility]
- Amending this Customer Committee Charter (simple majority for approval, which requires 6 “Yes” votes from the 11 Customer Committee members). [Article 2. Section F. Customer Committee]
- Changing of the Performance Standard (super majority for approval, which requires 7 “Yes” votes from the 11 Customer Committee members) [Article 2. Section H. Exit Fee, subsection “Production Debt Offsets and Performance Credits”]
- Reopening the WPC for negotiations and approving any potential WPC amendments except for an extension of the term and termination date (super majority for approval, which requires 7 “Yes” votes from the 11 Customer Committee members). [Article 7. Reopener]

The approval majority identified above will be determined by the total number of currently seated Customer Committee members at the time the voting action is requested.

Votes may be taken in person by the designated Customer Committee member or their proxy, if such proxy was made in accordance with this Customer Committee Charter, at a Customer Committee meeting.

The NPPD Board of Directors at its sole discretion may informally poll the Customer Committee to obtain a sense of the committee’s alignment on issues.

Proxy for Customer Committee Member

A proxy is a means for a Customer Committee member to be represented by another person. A proxy assignment may be for a specific issue, single meeting or vote, or standing in force until the assignor declares the proxy void.

For a proxy to be requested, such written request (email is acceptable) must be provided to NPPD ahead (preference of seven (7) days in advance) of any applicable Customer Committee meeting. Such written proxy request from seated Customer Committee member shall be sent to and received by the Secretary of the NPPD Board of Directors and such written request shall copy the person being assigned such proxy.

A proxy assignment can only be eligible to a person from the same customer sector (as defined in this Customer Committee Charter) and must be from management or governing body members of a customer, or a customer's members in the case of an electric cooperative, with decision making or oversight responsibility for the relationship between a customer and NPPD.

Confidentiality

Customer agrees that confidentiality may apply to materials presented when attending the Customer Committee meeting, where such confidentiality would be in accordance with a separate non-disclosure agreement with NPPD, for all Customer Committee members, as determined and required by NPPD at its sole discretion.

Amendments

This Customer Committee Charter may be amended from time to time and such amendment once approved will become part of the WPC (Exhibit F).

Conflicts

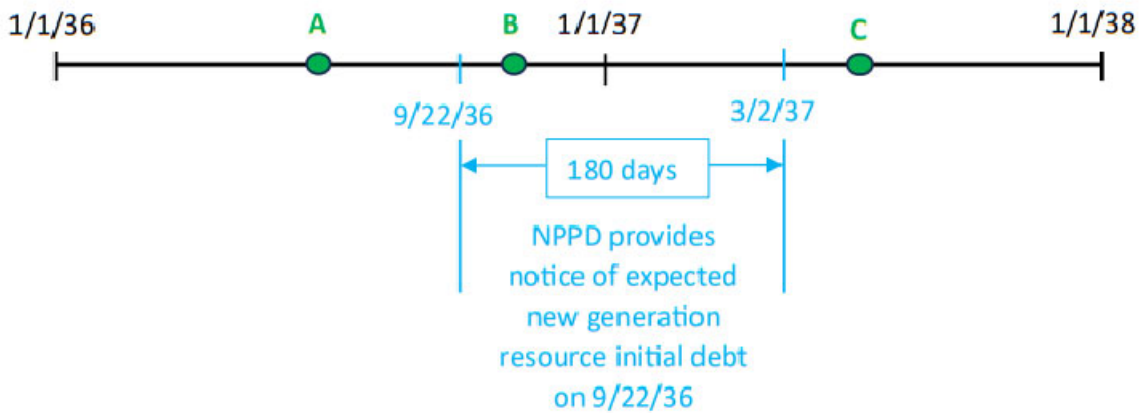
Should there be a conflict between provisions of this Customer Committee Charter and the WPC the provisions of the WPC shall prevail.

Revision History

<u>Revision Number</u>	<u>Revision Description</u>	<u>Approval Date</u>
<u>a</u>	<u>Draft for comment</u>	<u>05.09/2025</u>
<u>0</u>	<u>Initial issue with Wholesale Power Contract</u>	

EXHIBIT G

Illustrative Example of the Treatment of Debt in the Exit Fee Calculation of NPPD-Supplied Hourly Energy Amounts for a New Generation Resource That Requires NPPD Notice to Customers



Scenario	Customer Notice Date	Customer Exit Fee Includes Debt Associated with 9/22/36 Notice?	Contract Termination Date
A	7/2/36	No	12/31/39
B	12/1/36	No	12/31/39
C	6/23/37	Yes	12/31/40

EXHIBIT H

Illustrative Example of the Stranded Cost Calculation for a Hypothetical Power Purchase Agreement

Assumptions: PPA term ends 12/31/57, Customer provides termination notice on 6/1/35, Customer's Termination Date is 12/31/38, discount rate = 4%, PPA annual output and prices and forecasted annual market prices as shown in the table.

There are no stranded costs/benefits for the period of 2036-2038 as the departing Customer continues to take wholesale service and pay NPPD rates during this time. The departing Customer's exit fee would include their allocated share of the \$12,120,962 net present value (NPV) of the stranded costs for this particular contract at the Customer's Termination Date for the period of 2039 through 2057 (the end of the term of this hypothetical PPA).

Hypothetical PPA* Information and Forecasts						Forecasted Market Prices		Total Market			
Calendar Year	Billing Demand (kW)	Demand Rate (\$/kW-month)	Accredited Capacity (kW)	Billing Energy (MWh)	Energy Rate (\$/MWh)	Energy (\$/MWh)	Capacity (\$/kW-month)	Total Cost Obligation (= BxCx12+ExF)	Mitigation (= ExG + DxHx12)	Stranded Cost (= I+J)	After Termination Date
A	B	C	D	E	F	G	H	I	J	K	L
2036	6,000	\$ 3.00	5,000	130,000	\$ 35.00	\$ 25.00	\$ 4.00	\$ 4,766,000	\$ (3,490,000)	\$ 1,276,000	\$ -
2037	6,000	\$ 3.00	5,000	130,000	\$ 35.74	\$ 26.00	\$ 4.20	\$ 4,861,550	\$ (3,632,000)	\$ 1,229,550	\$ -
2038	6,000	\$ 3.00	5,000	130,000	\$ 36.48	\$ 27.00	\$ 4.40	\$ 4,959,107	\$ (3,774,000)	\$ 1,185,107	\$ -
2039	6,000	\$ 3.00	5,000	130,000	\$ 37.25	\$ 28.00	\$ 4.60	\$ 5,058,712	\$ (3,916,000)	\$ 1,142,712	\$ 1,142,712
2040	6,000	\$ 3.00	5,000	130,000	\$ 38.03	\$ 29.00	\$ 4.80	\$ 5,160,409	\$ (4,058,000)	\$ 1,102,409	\$ 1,102,409
2041	6,000	\$ 3.00	5,000	130,000	\$ 38.83	\$ 30.00	\$ 5.00	\$ 5,264,241	\$ (4,200,000)	\$ 1,064,241	\$ 1,064,241
2042	6,000	\$ 3.00	5,000	130,000	\$ 39.65	\$ 31.00	\$ 5.20	\$ 5,370,254	\$ (4,342,000)	\$ 1,028,254	\$ 1,028,254
2043	6,000	\$ 3.00	5,000	130,000	\$ 40.48	\$ 32.00	\$ 5.40	\$ 5,478,494	\$ (4,484,000)	\$ 994,494	\$ 994,494
2044	6,000	\$ 3.00	5,000	130,000	\$ 41.33	\$ 33.00	\$ 5.60	\$ 5,589,006	\$ (4,626,000)	\$ 963,006	\$ 963,006
2045	6,000	\$ 3.00	5,000	130,000	\$ 42.20	\$ 34.00	\$ 5.80	\$ 5,701,839	\$ (4,768,000)	\$ 933,839	\$ 933,839
2046	6,000	\$ 3.00	5,000	130,000	\$ 43.08	\$ 35.00	\$ 6.00	\$ 5,817,042	\$ (4,910,000)	\$ 907,042	\$ 907,042
2047	6,000	\$ 3.00	5,000	130,000	\$ 43.99	\$ 36.00	\$ 6.20	\$ 5,934,664	\$ (5,052,000)	\$ 882,664	\$ 882,664
2048	6,000	\$ 3.00	5,000	130,000	\$ 44.91	\$ 37.00	\$ 6.40	\$ 6,054,756	\$ (5,194,000)	\$ 860,756	\$ 860,756
2049	6,000	\$ 3.00	5,000	130,000	\$ 45.86	\$ 38.00	\$ 6.60	\$ 6,177,370	\$ (5,336,000)	\$ 841,370	\$ 841,370
2050	6,000	\$ 3.00	5,000	130,000	\$ 46.82	\$ 39.00	\$ 6.80	\$ 6,302,558	\$ (5,478,000)	\$ 824,558	\$ 824,558
2051	6,000	\$ 3.00	5,000	130,000	\$ 47.80	\$ 40.00	\$ 7.00	\$ 6,430,376	\$ (5,620,000)	\$ 810,376	\$ 810,376
2052	6,000	\$ 3.00	5,000	130,000	\$ 48.81	\$ 41.00	\$ 7.20	\$ 6,560,878	\$ (5,762,000)	\$ 798,878	\$ 798,878
2053	6,000	\$ 3.00	5,000	130,000	\$ 49.83	\$ 42.00	\$ 7.40	\$ 6,694,120	\$ (5,904,000)	\$ 790,120	\$ 790,120
2054	6,000	\$ 3.00	5,000	130,000	\$ 50.88	\$ 43.00	\$ 7.60	\$ 6,830,161	\$ (6,046,000)	\$ 784,161	\$ 784,161
2055	6,000	\$ 3.00	5,000	130,000	\$ 51.95	\$ 44.00	\$ 7.80	\$ 6,969,058	\$ (6,188,000)	\$ 781,058	\$ 781,058
2056	6,000	\$ 3.00	5,000	130,000	\$ 53.04	\$ 45.00	\$ 8.00	\$ 7,110,872	\$ (6,330,000)	\$ 780,872	\$ 780,872
2057	6,000	\$ 3.00	5,000	130,000	\$ 54.15	\$ 46.00	\$ 8.20	\$ 7,255,665	\$ (6,472,000)	\$ 783,665	\$ 783,665

* PPA terminates 12/31/57

Total = \$ 17,074,475
 NPV @4% = \$ 12,120,962
 at Termination Date

EXHIBIT I

Illustrative Example of the Accumulation ~~and Use of~~ Production Debt Offsets and Performance Credits

Year of Cost Data	NPPD Percentile Rank	Performance Credit < 25 Percentile	Production Debt Offset > 45 Percentile	Accumulated Production Debt Offsets	Banked Performance Credits
2026	26.0	0.0%	0.0%	0.0%	0.0%
2027	20.0	2.0%	0.0%	0.0%	2.0%
2028	15.0	2.0%	0.0%	0.0%	4.0%
2029	26.0	0.0%	0.0%	0.0%	4.0%
2030	26.0	0.0%	0.0%	0.0%	4.0%
2031	35.0	0.0%	0.0%	0.0%	4.0%
2032	46.0	0.0%	5.0%	1.0%	0.0%
2033	47.0	0.0%	5.0%	6.0%	0.0%
2034	49.0	0.0%	5.0%	11.0%	0.0%
2035	47.0	0.0%	5.0%	16.0%	0.0%
2036	46.0	0.0%	5.0%	20.0%	0.0% *
2037	35.0	0.0%	0.0%	20.0%	0.0%
2038	23.0	2.0%	0.0%	18.0%	0.0%

* 20% cap in effect, the 1% additional offset is forfeited.

EXHIBIT J

Illustrative Example of ~~Reduction Amounts~~ Exit Fee Calculation Results and Allocation Among Customers ~~Available Due to Exceedance of the Performance Standard~~

Exit Fee Components (\$) as of 12/31/37		
Outstanding Production Debt	\$ 500,000,000	(A)
Uncommitted Rate Stabilization Account (RSA) Surplus	\$ (60,000,000)	(B)
Aggregated PPA/PSC Stranded Costs/(Benefits)	\$ (25,000,000)	(C)
Total	\$ 415,000,000	(D) = MAX[(A + B + C), 0]

Exit Fee Calculator					
CUSTOMER	NPPD Production Revenue (\$)			Allocator	Exit Fee (\$)
	2035	2036	2037		
	(E)	(F)	(G)		
			(H) = 3-Yr Avg % of Total	(I) = (D) x (H)	
1	\$ 4,362,110	\$ 4,424,528	\$ 4,618,808	0.756%	\$ 3,137,400
2	\$ 10,128,665	\$ 10,486,602	\$ 10,537,701	1.757%	\$ 7,291,550
3	\$ 13,445,661	\$ 13,585,093	\$ 14,050,485	2.317%	\$ 9,615,550
4	\$ 19,098,750	\$ 19,627,574	\$ 20,716,383	3.353%	\$ 13,914,950
5	\$ 4,546,402	\$ 4,774,160	\$ 5,058,756	0.811%	\$ 3,365,650
6	\$ 11,405,810	\$ 12,047,185	\$ 12,089,544	2.005%	\$ 8,320,750
7	\$ 25,912,944	\$ 27,678,398	\$ 28,366,396	4.622%	\$ 19,181,300
8	\$ 13,909,545	\$ 15,136,159	\$ 16,391,222	2.563%	\$ 10,636,450
9	\$ 6,370,246	\$ 6,863,337	\$ 7,016,486	1.142%	\$ 4,739,300
10	\$ 5,329,605	\$ 6,203,479	\$ 5,992,298	0.988%	\$ 4,100,200
11	\$ 53,818,891	\$ 55,048,166	\$ 56,136,040	9.306%	\$ 38,619,900
12	\$ 6,467,825	\$ 6,953,318	\$ 7,296,891	1.169%	\$ 4,851,350
13	\$ 8,015,968	\$ 8,081,463	\$ 7,406,189	1.326%	\$ 5,502,900
14	\$ 7,482,601	\$ 8,110,640	\$ 8,788,564	1.375%	\$ 5,706,250
15	\$ 47,926,450	\$ 50,518,326	\$ 52,095,859	8.761%	\$ 36,358,150
16	\$ 7,094,574	\$ 7,702,643	\$ 8,300,904	1.303%	\$ 5,407,450
17	\$ 14,856,201	\$ 14,330,079	\$ 16,404,724	2.571%	\$ 10,669,650
18	\$ 5,355,898	\$ 5,764,199	\$ 6,372,736	0.987%	\$ 4,096,050
19	\$ 8,108,677	\$ 8,130,377	\$ 9,629,925	1.459%	\$ 6,054,850
20	\$ 46,587,053	\$ 48,775,144	\$ 51,708,285	8.295%	\$ 34,424,250
21	\$ 11,076,004	\$ 11,702,045	\$ 11,131,966	1.913%	\$ 7,938,950
22	\$ 7,030,837	\$ 7,015,600	\$ 8,065,196	1.247%	\$ 5,175,050
23	\$ 6,983,330	\$ 7,784,007	\$ 7,601,191	1.262%	\$ 5,237,300
24	\$ 561,453	\$ 586,374	\$ 586,549	0.098%	\$ 406,700
25	\$ 543,213	\$ 562,274	\$ 595,550	0.096%	\$ 398,400
26	\$ 161,939	\$ 161,279	\$ 177,369	0.028%	\$ 116,200
27	\$ 231,599	\$ 221,014	\$ 227,032	0.038%	\$ 157,700
28	\$ 1,739,845	\$ 1,894,688	\$ 2,001,247	0.318%	\$ 1,319,700
29	\$ 112,704	\$ 109,857	\$ 108,230	0.019%	\$ 78,850
30	\$ 2,488,661	\$ 2,434,075	\$ 2,508,527	0.419%	\$ 1,738,850
31	\$ 165,238	\$ 174,033	\$ 179,779	0.029%	\$ 120,350
32	\$ 280,821	\$ 326,070	\$ 326,118	0.053%	\$ 219,950
33	\$ 249,376	\$ 261,974	\$ 271,640	0.044%	\$ 182,600
34	\$ 2,682,679	\$ 2,782,152	\$ 2,825,609	0.468%	\$ 1,942,200
35	\$ 237,112	\$ 250,629	\$ 255,341	0.042%	\$ 174,300
36	\$ 339,550	\$ 344,774	\$ 365,573	0.059%	\$ 244,850
37	\$ 200,877	\$ 203,093	\$ 195,858	0.034%	\$ 141,100
38	\$ 5,483,336	\$ 5,835,009	\$ 6,031,092	0.979%	\$ 4,062,850
39	\$ 10,090,489	\$ 10,683,519	\$ 11,306,179	1.809%	\$ 7,507,350
40	\$ 1,452,624	\$ 1,498,788	\$ 1,555,191	0.254%	\$ 1,054,100
41	\$ 250,288	\$ 259,941	\$ 267,974	0.044%	\$ 182,600
42	\$ 14,210,413	\$ 14,719,543	\$ 15,145,696	2.486%	\$ 10,316,900
43	\$ 144,244	\$ 153,778	\$ 156,277	0.026%	\$ 107,900
44	\$ 4,890,916	\$ 4,879,461	\$ 5,446,678	0.858%	\$ 3,560,700
45	\$ 62,253	\$ 64,961	\$ 67,004	0.011%	\$ 45,650
46	\$ 854,217	\$ 880,821	\$ 918,674	0.150%	\$ 622,500
47	\$ 18,432	\$ 18,851	\$ 18,502	0.003%	\$ 12,450
48	\$ 177,456	\$ 189,620	\$ 195,617	0.032%	\$ 132,800
49	\$ 606,257	\$ 631,170	\$ 639,985	0.106%	\$ 439,900
50	\$ 2,309,793	\$ 2,459,698	\$ 2,466,229	0.408%	\$ 1,693,200
51	\$ 1,808,986	\$ 1,813,624	\$ 1,816,575	0.307%	\$ 1,274,050
52	\$ 316,650	\$ 345,446	\$ 347,039	0.057%	\$ 236,550
53	\$ 108,623	\$ 105,479	\$ 115,135	0.019%	\$ 78,850
54	\$ 327,263	\$ 350,940	\$ 363,836	0.059%	\$ 244,850
55	\$ 3,681,888	\$ 3,519,206	\$ 3,622,560	0.610%	\$ 2,531,500
56	\$ 1,542,712	\$ 1,650,675	\$ 1,658,816	0.274%	\$ 1,137,100
57	\$ 366,301	\$ 364,969	\$ 375,320	0.062%	\$ 257,300
58	\$ 3,256,812	\$ 3,406,157	\$ 3,583,017	0.578%	\$ 2,398,700
59	\$ 189,231	\$ 197,012	\$ 197,706	0.033%	\$ 136,950
60	\$ 155,647,054	\$ 166,345,046	\$ 171,013,243	27.802%	\$ 115,378,300
			TOTALS:	100.000%	\$ 415,000,000

2026 WHOLESale POWER CONTRACT

between
Nebraska Public Power District
and

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2026 WHOLESale POWER CONTRACT

THIS 2026 WHOLESale POWER CONTRACT (Contract) is made and entered into effective the 1st day of January, 2026, by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (NPPD), and the __, a __ corporation and political subdivision of the State of Nebraska (Customer), each sometimes hereinafter referred to singularly as "Party" and collectively as "Parties."

RECITALS

WHEREAS, NPPD owns and operates electric generating facilities together with a transmission system and is engaged in the generation, purchase, transmission and sale of electric power and energy:

WHEREAS, Customer operates an electric distribution system(s) and is engaged in the purchase, distribution and sale of electric power and energy, and desires to purchase its electric power and energy requirements on a wholesale basis from NPPD;

WHEREAS, the Parties recognize that this wholesale power contract is a vital part of their long-term relationship and joint strategy, and the existing 2016 Wholesale Power Contract between the Parties that was effective January 1, 2016, (2016 Contract) expires on December 31, 2035;

WHEREAS, the Parties desire to set forth terms and conditions to extend their long-term relationship and joint strategy with this Contract through December 31, 2060; and

WHEREAS, the Parties have identified the need to have flexibility in the wholesale power contract in order to provide a variety of energy products.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed as follows:

ARTICLE 1 GENERAL PROVISIONS

Section A, Definitions. The following terms shall have the meanings hereinafter set forth unless the context shall clearly indicate otherwise, to-wit:

1. **Billing Exhibit(s)** - Exhibit(s) shall be provided for wholesale power service to the Customer showing characteristics of service, Point(s) of Delivery, Point(s) of Measurement, delivery voltage, metering, loss factors, and special conditions (if any) applicable to the service provided. Exhibit(s) showing the foregoing matters shall be

collectively numbered "B-1", "B-2", "B-3", and upwards consecutively. Exhibits may be added, deleted, or revised from time to time by mutual agreement of the Parties hereto and, when properly executed by the duly authorized officers or agents of the Parties, shall become a part of this Contract.

2. **Calendar Year** - A period of twelve (12) consecutive months commencing on January 1 of said year and extending through December 31 of said year.
3. **Cost-Based Rate** – Rates which, when applied to the forecasted billing units for the General Firm Power Service and Special Power Products, are intended to meet the respective estimated revenue requirements for the study period defined in Article 2, Section E. Specific rate designs may utilize methods other than average embedded costs.
4. **Customer** - Any municipality, public power district (including the NPPD Retail Division) or cooperative that purchases General Firm Power Service and Special Power Products from Nebraska Public Power District at wholesale for resale under this Contract.
5. **Demand** - The number of kilowatts (kW) delivered at any point during any specified period of time, as set forth in the applicable wholesale rate schedules, as may be modified from time to time.
6. **Distributed Generation** – A generator or electrical power device designed to produce electrical energy on the End-Use Customer's side of the meter, as allowed under and subject to the provisions of the General Firm Power Service Rate Schedule, and which shall be used for such things as load serving, voltage control and distribution augmentation.
7. **Distributor** - An entity that purchases demand and energy on a wholesale basis from the Customer for purposes of resale to the end-use loads it serves and that does not contract directly with NPPD for its purchase of demand and energy as a Customer under this Contract nor as a purchaser under a separate other wholesale power contract with NPPD. For purposes of this Contract, members of the Nebraska Electric Generation and Transmission Cooperative, Inc., shall not be deemed to be Distributors.
8. **End-Use Customer** - A customer served at retail by Customer or Distributor, and whose demand and energy requirements are supplied by the Customer.
9. **Energy** – The number of kilowatt hours (kWh) delivered at any point during any specified period of time, as set forth in the applicable wholesale rate schedules, as may be modified from time to time.
10. **General Firm Power Service** – An NPPD general production pricing product (excluding transmission) purchased by the Customer under a Cost-Based Rate to meet the firm Demand and Energy requirements of its End-Use Customers, including firm Demand and Energy requirements of Distributors, and exclusive of (i) Special

Power Products, (ii) demand and energy purchased from third parties, as allowed under this Contract, (iii) demand and energy purchased by the Customer from Western Area Power Administration (Western) pursuant to Article 2, Section B, and (iv) any Demand and Energy requirements served by Distributed Generation pursuant to Article 2, Section D.

11. **General Firm Power Service Rate Schedule** – The NPPD wholesale rate schedule specifying the rates, terms, conditions, and other provisions of service for Customers.
12. **Loss Adjustment** – It is understood that there are power and energy losses that occur in the transmission and transformation of energy in kWh and demand in kW from the point on the transmission system where rates are based (as specified in the wholesale rate schedules applicable to this Contract) to the Point(s) of Measurement. The losses between those points shall be calculated in a manner agreed upon between NPPD and the Customer. All loss factors shall be shown on the appropriate Billing Exhibit and may be revised from time to time with changes in load and facility characteristics.
13. **Outstanding Production Debt** – Outstanding Production Debt shall be defined in Article 2, Section H.
14. **Point(s) of Delivery** - The point(s) of interconnection of the transmission or subtransmission system with Customer's system, where Demand and Energy are delivered to the Customer, as identified on the appropriate Billing Exhibit.
15. **Point(s) of Interconnection** – The point(s) at which the electric systems of the Parties are connected, as identified on the appropriate Billing Exhibits.
16. **Point(s) of Measurement** - The point(s) where Demand and Energy are metered for the purpose of billing, as set forth on the appropriate Billing Exhibits.
17. **Public Power Entity** – A non-profit organization engaged in the business of purchasing, generating, transmitting and/or distributing electric power and energy.
18. **Qualifying Local Generation (QLG)** - A generator (or group of generators) directly connected to the NPPD transmission system, indirectly interconnected to the NPPD transmission system through Customer's subtransmission or distribution facilities and/or otherwise interconnected behind the meter used by NPPD for determining the Customer's wholesale power bill that is not classified by NPPD as Distributed Generation. If such generators are not registered in the Southwest Power Pool integrated marketplace, then they must also be located and interconnected such that their output will reduce NPPD's purchases from the Southwest Power Pool integrated marketplace to serve NPPD's load. If such generators are registered in the Southwest Power Pool integrated marketplace, then they must be registered by NPPD or NPPD's designated market participant and must be located within the wholesale or retail service area of NPPD or of any other Customer taking service under this Contract. For such market registered generators, NPPD shall receive and retain all compensation from SPP for market settlements associated with the generator, and

NPPD shall have the exclusive rights to claim the entire capacity of the generator for SPP Resource Adequacy purposes. Such generators must utilize as their energy (fuel) source, renewable resources such as biofuels, wind, solar, hydropower, or geothermal resources, or must satisfy the criteria for qualifying status for small power production facilities as set forth in FERC's regulations (18 CFR Part 292, as amended) and have either followed the FERC's self-certification process or have applied for and received FERC certification as a qualifying facility. The aggregate AC nameplate rating of all such generators (and/or AC nameplate rating of the inverters for those generators that produce DC power) shall be used in determining the applicable requirements and provisions included in this Contract.

19. **Rate Stabilization Account or Accounts** – Financial record-keeping account or accounts established by NPPD against which surplus or deficit net revenues resulting from General Firm Power Service and Special Power Products are credited to or charged, respectively, each Calendar Year. Such amounts in the Rate Stabilization Account or Accounts will be applied as adjustments to revenue requirements in future years pursuant to Article 2, Section E.
20. **Special Power Products** - Optional production pricing products tailored and designed to meet the specific needs and requirements of specific End-Use Customer groups.
21. **Transmission Rate Schedule** – An NPPD-approved schedule of rates, charges, terms and conditions for transmission and ancillary services. This schedule shall apply to all Customers. The rates and charges included in this schedule shall be set to recover the transmission and ancillary service costs that NPPD incurs from its own system and/or the system of its transmission service provider, as well as NPPD's related administrative costs. The Transmission Rate Schedule is separate and distinct from NPPD's transmission service provider's tariff.
22. **Western** - The Western Area Power Administration, which assumed power marketing and transmission functions of the United States Bureau of Reclamation.
23. **Western UGPR Contract** - The contract between the United States of America (acting through Western Upper Great Plains Region, Department of Energy) and NPPD, executed December 8, 2020, the terms and conditions of which became effective on January 1, 2021, as amended or supplemented, or as it may be renewed, extended or replaced, for the sale of Pick-Sloan Missouri Basin-Eastern Division project power by Western to NPPD and other preference eligible entities (as defined in said Western UGPR Contract) in Nebraska, and other related matters. Defined terms in the Western UGPR Contract, as also used in this Contract regarding the Western UGPR Contract, shall have the same meaning as set forth in the Western UGPR Contract.

Section B, Term of Contract and Eligibility. This Contract shall become effective on January 1, 2026, and shall have a term of thirty-five (35) years, and shall terminate effective December 31, 2060. A Customer may terminate this Contract earlier

by providing required notice to NPPD and paying the exit fee per the provisions of Article 2, Sections G and H.

Except as otherwise provided in this Section B, NPPD shall have the right to offer this Contract to any potential Customer who has not signed this Contract by the effective date of this Contract, provided such offer is approved by a super majority of the Customer Committee. However, NPPD's future power resource planning shall be based primarily on the loads of those Customers who sign this Contract and those customers under existing wholesale power contracts which existed as of the effective date of this Contract, for the remainder of the terms of those contracts. No Customer shall have the right pursuant to this Contract, unless approved by the NPPD Board and a super majority of the Customer Committee, to sell power to any wholesale customer of NPPD existing on the effective date of this Contract, who has not otherwise signed this Contract as of such date.

In the event a Distributor is purchasing, on or before the effective date of this Contract, from a Customer, on a wholesale basis, its total monthly demand and energy requirements, exclusive of demand and energy purchased by the Distributor from Western, and such Distributor's contract with Customer expires or is terminated during the term of this Contract, then (i) if such Distributor desires to renew or continue its service with Customer under a new contract such renewal or continuance shall not be subject to approval of the Customer Committee, or (ii) if such Distributor does not desire to renew or continue its service with Customer under a new contract, NPPD shall have the right, subject to the limitations of any then existing Wholesale Service Area Agreement(s) between the Parties, to offer this Contract, and such offer shall not be subject to approval of the Customer Committee.

In the event a Distributor is not purchasing, on or before the effective date of this Contract, from NPPD, on a wholesale basis, its total monthly demand and energy requirements, exclusive of demand and energy purchased by the Distributor from Western, and such Distributor desires to purchase such requirements, subsequent to the effective date of this Contract, from a Customer, such purchase shall require approval by a super majority of the members of the Customer Committee; provided, however, once such approval has been given, if the Distributor's contract with the Customer expires or is terminated during the term of this Contract, then (i) if such Distributor desires to renew or continue its service with Customer under a new contract, such renewal or continuance shall not be subject to approval of the Customer Committee, or (ii) if such Distributor does not desire to renew or continue its service with Customer under a new contract, NPPD shall have the right, subject to the limitations of any then existing Wholesale Service Area Agreement(s) between the Parties, to offer this Contract to such Distributor, and such offer shall not be subject to approval of the Customer Committee, subsequent to the effective date of this Contract, such purchase by Distributor of demand and energy from a Customer will be subject to then-current NPPD policies and procedures for adding new load, if applicable.

Section C, Billing. Customer shall be assessed for all Demand and Energy purchased and provided hereunder at the rates specified under the applicable General Firm Power Service, Special Power Products, and Transmission Rate Schedules. Current

copies of said rate schedules are attached as exhibits (Exhibit A) and made a part hereof by reference. In the event any of the rate schedules applicable to this Contract are amended, or in the event new rate schedules applicable to this Contract are developed and approved, all in accordance with the notification and hearing process provisions of Article 2, Section C, NPPD shall provide copies of such rate schedules to the Customer, without the necessity of a formal amendment to this Contract. All bills for Demand and Energy will be on a monthly basis and will be provided by NPPD to the Customer as soon as reasonably practicable after the end of the billing period, it being recognized that partial billings may be submitted in the event that portions of the billings may require additional time to prepare. All such billings, including partial billings, shall be due and payable by the Customer within fifteen (15) calendar days from the date the billing is rendered, whether or not the Customer disputes all or a portion of the billing; provided, however, if such due date of any bill falls on a Saturday, Sunday or holiday observed by either Party, the following business day shall then become the due date. All bills shall be deemed rendered on the postmark date if deposited in first class mail, properly addressed, with postage prepaid. Failure to receive a bill mailed to the Customer shall not relieve the Customer from liability for payment. If other means of bill delivery to the Customer is used, such bill shall be deemed rendered upon receipt by the Customer. All bills shall be deemed paid on the postmarked date if deposited in first class mail, properly addressed to NPPD, with postage prepaid. If other means of bill payment to NPPD is used, such bill shall be deemed paid upon receipt of payment by NPPD.

All bills shall show the amounts of Demand and Energy provided during the billing period by NPPD to the point on the transmission system at which rates are based, as identified in the wholesale rate schedules applicable to this Contract, and shall clearly set forth the computations and other factors essential to the calculation of the amount due in accordance with the applicable rates and charges. Additionally, if NPPD is furnishing or arranging for the transmission and/or subtransmission and/or ancillary services necessary for delivery from the inlet of the transmission system to the Point(s) of Delivery, the cost of arranging and providing any such services shall also be included in the Customer's monthly bill.

In the event the Customer desires to dispute all or any part of a billing submitted by NPPD pursuant to this Contract, the Customer shall nevertheless pay the full amount of the billing when due and payable and shall give NPPD written notice of the dispute, which notice shall fully describe the basis for the dispute and shall set forth a detailed statement of disputed issues, the amount thereof in dispute, and the relief sought by the Customer. Customer shall not be entitled to any adjustment on account of disputed charges for which full payment by Customer, if applicable, has not been made and for which notice has not been given, both in accordance with this Section C, nor shall Customer be entitled to any adjustment on account of disputed charges for any time periods prior to the three (3) years immediately preceding the date of the written notice of dispute.

In the event NPPD determines that a previously submitted billing under this Contract is in error, and NPPD desires to perform an adjustment(s) to any part of such previously submitted billing for purposes of correcting said billing error, NPPD shall give written notice to Customer, which notice shall fully describe the amount and basis of said

adjustment(s). NPPD shall not be entitled to reimbursement from Customer for any billing adjustment for which NPPD has not given notice in accordance with this Section C, nor shall NPPD be entitled to reimbursement from Customer for any adjustments to billings for any time periods prior to the three (3) years immediately preceding the date of the written notice of billing error.

If the resolution of a dispute regarding a billing or billing adjustment results in a refund or reimbursement to either Party, there shall be added to the refund or reimbursement an amount for interest thereon. In the case of a billing refund to Customer, such interest shall accrue on the amount to be refunded, from the date of payment of the disputed amount or receipt of the notice of dispute, whichever is later, until the date upon which refund is made in full. In the case of a reimbursement of monies to NPPD for a billing adjustment, such interest shall accrue on the amount to be reimbursed, from the due date of the adjustment until the date upon which reimbursement is made in full. Interest shall accrue at an annual interest rate that is one percent (1%) less than the lowest United States prime rate of interest published on that day (or the last previous publication day if not published on that day) in The Wall Street Journal. Such interest calculation shall be on the basis of actual days and a three hundred sixty-five (365) day Calendar Year.

In the event the Customer fails to make payment in full of each bill when due and payable, including partial or corrected billings, the Customer shall pay to NPPD interest on the amount due. Such interest shall accrue on any amount due from the date payment was due until the date upon which payment of the unpaid balance of the billing is made in full, in accordance with the provisions of this Section C.

Section D, Reports. Customer will furnish, or cause to be furnished to, NPPD such information as is necessary for making any computation required pursuant to this Contract and the Parties will cooperate in exchanging such additional information as may be reasonably necessary for their respective operations.

Section E, Confidentiality. The Parties understand that information contained in documents or other means of recording information, both written and verbal, will be shared between the Parties from time to time under the terms of this Contract. In the event any such information is deemed by the producing Party to be confidential in nature, the producing Party shall so designate such information, and the receiving Party agrees that any information so designated shall not be disclosed in any form to any other person or entity without the prior written consent of the Party producing the information unless disclosure is required by law.

Section F, Loss Adjustment. All adjustments for Demand and Energy losses as may be required shall be made by using factors set forth in the applicable rate schedule. Customer's specific loss factors will be documented on the appropriate Billing Exhibit.

Section G, Metering and Meter Testing. NPPD shall furnish, install, maintain and test at Points of Measurement, or cause to be furnished, installed, maintained and tested, the necessary meters for determining the amounts of Demand and Energy supplied to the Customer.

Section H, Responsibility for Property. Unless otherwise agreed, all meters and other facilities furnished by NPPD and installed on Customer's property, shall be and remain NPPD's property, and all meters and other facilities furnished by Customer and installed on NPPD's property, shall be and remain Customer's property. The respective owners of the meters and other facilities shall be responsible to maintain such meters and other facilities, unless otherwise agreed. Customer agrees that NPPD has the right of access to Customer's premises at all reasonable times in order to read, test, repair, renew, exchange or remove such meters and other facilities. Customer shall have similar right of access to NPPD's property with respect to meters and other facilities furnished and installed by Customer on NPPD's premises. Customer shall exercise due care to protect NPPD's property located on Customer's premises, and NPPD shall exercise due care to protect Customer's property located on NPPD's premises.

Section I, Balancing of Loads. Customer shall, at all times, take and use power in such manner that the load of Customer at its own system inlet will not be unbalanced between phases more than ten percent (10%). If the load is unbalanced more than ten percent (10%), NPPD reserves the right to require Customer, at Customer's expense, to make the necessary changes to correct such conditions.

Section J, Continuity of Service. NPPD, at all times, will exercise reasonable care and diligence in operating its system so as to furnish the Customer, as nearly as practicable, a continuous supply of Demand and Energy. If NPPD shall be prevented from providing the Demand and Energy herein contracted for, because of injuries to, or breakdown of, its generating, transmission, or distribution facilities or other equipment, or for necessary repairs thereto, or because of acts of God, or the public enemy, strikes, labor troubles, fire, riot, flood, lightning, storm, civil disturbances, war, or the consequences thereof, action of public authorities, litigation, or any other act or thing which is beyond its reasonable control, such interruptions shall not constitute a breach of this Contract, nor shall a cause of action for damages against NPPD accrue to the said Customer, or any of its inhabitants, and the Customer shall save NPPD harmless from any and all such claims, provided that NPPD shall proceed with diligence to restore service as soon as practicable after receiving notice of interruption or failure.

Section K, Right of Way. Customer agrees to grant, on reasonable terms, any easement or other rights across property owned or controlled by Customer for NPPD to construct, operate and maintain electric lines or facilities which are necessary to furnish Demand and Energy hereunder. NPPD agrees to consult with Customer regarding the location of any such lines or facilities on Customer's property prior to the granting of any easement or rights.

Section L, Wholesale Sales Cooperation. The Parties agree that during the term of this Contract, unless mutually agreed otherwise by the Parties, neither NPPD nor Customer will serve or offer to serve at wholesale (for resale) any wholesale loads presently served by the other. If Customer so desires, NPPD and Customer shall agree to execute and place on file with the Nebraska Power Review Board (NPRB), as soon as practicable, Wholesale Service Area Agreement(s) identifying the wholesale service

areas of the Customer, and to seek NPRB approval of such agreement(s) subsequent to their filing.

Section M, Wholesale Power Contract. References to "this Contract" herein are understood to mean the 2026 version of NPPD's wholesale power contract. Under this Contract, Customers purchase the entire amount of Demand and Energy required to serve their End-Use Customers, except as otherwise provided in Article 2, Section A, during the term of this Contract. This Contract shall be the "standard Wholesale Power Contract" referenced in NPPD's Professional Retail Operations Agreements and Distribution System Lease Agreements.

Section N, No Third-Party Beneficiaries. The Parties specifically disclaim any intent to create rights in any person as a third-party beneficiary through this Contract.

Section O, Severability. If any provision of this Contract is determined to be invalid, void, or unenforceable by the Platte County District Court of the State of Nebraska, such determination shall not invalidate, void, or make unenforceable any other provision, agreement, or covenant of this Contract.

Section P, Governing Law. This Contract is entered into in the State of Nebraska and it shall be governed, interpreted and controlled by the laws of said state.

ARTICLE 2 PRODUCTION

Section A, Options for Customer. Except as otherwise provided in this Section A, NPPD will have an obligation to furnish and the Customer will have an obligation to take and pay for the entire amount of Demand and Energy needed to serve the aggregated requirements of the Customer's End-Use Customers, as well as the total Demand and Energy requirements of other Distributors supplied by the Customer at wholesale. Such obligation shall be exclusive of demand and energy purchased by the Customer from Western pursuant to Article 2, Section B, and any Demand and Energy requirements served by and allowed for under the wholesale rate schedules pursuant to Article 2, Section D. A Customer may not purchase General Firm Power Service and/or Special Power Products for resale to another electric Distributor, unless that Distributor is a total requirements customer of the Customer, excluding demand and energy purchased by the Distributor from Western.

Capping Guidelines and Base Monthly Obligations:

A Customer may cap its purchase of Demand and Energy requirements under this Contract by providing proper written notice to NPPD as provided hereinafter. A Customer may provide written notice to NPPD to cap their purchases under this Contract at any time after January 1, 2032. NPPD shall provide to the Customer written confirmation that such notice was received within ten (10) business days of receipt of written notice from the Customer. Capping of purchases will be effective at the end of the day on the first December 31st which is at least thirty-six (36) months following NPPD's receipt of the

Customer's written notice ("Capping Date"). The earliest Capping Date for a Customer is December 31, 2035. By way of example, if a Customer provides written capping notice to NPPD on September 6, 2035, then the Capping Date for such Customer is December 31, 2038. Once a Customer's capping notice is provided to and subsequently confirmed in writing by NPPD, it becomes binding. There is no exit fee charged to a Customer that elects to cap its purchases from NPPD under this Contract, unless the Customer subsequently provides notice to exit.

At the time a Customer provides capping notice, they shall also notify NPPD of their selection for fulfilling various roles and meeting the associated responsibilities in the Southwest Power Pool (or subsequent regional transmission organization, reserve sharing pool, energy market, etc. in which NPPD participates) for their load on and after the Capping Date. Such roles and responsibilities currently include, but are not limited to, market participant, meter agent, load responsible entity, and transmission customer. The Customer shall select from the following three (3) options for fulfilling such roles and meeting all associated responsibilities and shall notify NPPD of their selection including, if applicable, the name of the third party selected by the Customer:

- (i) NPPD continues to fulfill all roles for 100% of Customer's load
- (ii) Customer selects a third party to fulfill all roles for 100% of Customer's load
- (iii) The roles are split between NPPD (for the NPPD-supplied portion of Customer's load) and a third party selected by the Customer (for the remainder of the Customer's load)

NPPD and Customer (and, if applicable, the third party selected by the Customer to fulfill these roles and meet the associated responsibilities for all or a portion of the Customer's load after the Capping Date) shall enter into a written agreement at least six (6) months prior to the Capping Date. Such agreement will specify the terms, conditions, roles, and responsibilities of all parties necessary to implement the capping arrangement while meeting all then-current requirements of the Southwest Power Pool (or subsequent organization(s) in which NPPD participates). Such agreement shall also include details of the compensation Customer shall provide to NPPD for NPPD's provision of those services and/or for meeting Southwest Power Pool requirements due to the Customer's decision to cap purchases under this Contract where such costs are not included and recovered through NPPD's wholesale rates.

For a Customer that elects to cap its purchases from NPPD, NPPD and Customer shall establish the maximum amount of Demand and Energy which NPPD will have an obligation to provide and, if received by Customer, which the Customer will have an obligation to pay for in any month. If the Customer so elects to cap its purchase of Demand and Energy requirements, it must do so, as provided hereinafter, for each month in the Calendar Year. NPPD shall establish a "Base Monthly Demand Obligation" ("BMDO"), a "Base Monthly Energy Obligation" ("BMEO"), and a "Base Monthly Maximum Hourly Energy Obligation" ("BMMHEO") for each such month, which shall be utilized to determine the Customer's future obligation for Demand and Energy purchases from NPPD. Such calculation of such Base Monthly Obligations shall be set forth in an executed exhibit between NPPD and the Customer, which exhibit shall be attached hereto and incorporated herein by reference.

The BMDO for each month shall be established (subject to the adjustments specified later in this section) as the amount of Demand, in kilowatts, equal to the average of the Customer's Demand requirements billed under the provisions of and at the production demand rates stated in the GFPS Rate Schedule and provided by NPPD during such month in each of the three (3) Calendar Years prior to the Capping Date. The monthly BMDO establishes the limit for the demand value eligible for use in determining the GFPS billing demand for the Customer in that corresponding month after the Capping Date. The monthly BMDO also establishes the limit for the hourly GFPS billing energy for the Customer during the hour(s) utilized to bill the Customer the GFPS production demand charge in the corresponding month.

The BMEO for each month shall be established (subject to the adjustments specified later in this section) as the amount of Energy, in kilowatt hours, equal to the average of the Customer's Energy requirements billed under the provisions of and at the production energy rates stated in the GFPS Rate Schedule and provided by NPPD during such month in each of the three (3) Calendar Years prior to the Capping Date. The monthly BMEO establishes the limit for the total GFPS billing energy for the Customer for that corresponding month after the Capping Date. If the sum of the monthly hour-by-hour calculations of the NPPD-supplied portion of the Customer's total actual monthly energy exceeds this monthly BMEO, NPPD will apply a uniform adjustment factor to all hours of the month so that the NPPD-supplied energy does not exceed the BMEO.

The BMMHEO for each month shall be established (subject to the adjustments specified later in this section) as the amount of demand, in kWh per hour, equal to the average of the Customer's maximum energy usage provided by NPPD in any single hour (excluding hours utilized for determining the Customer's GFPS production billing demands) during such month in each of the three (3) Calendar Years prior to the Capping Date. The monthly BMMHEO establishes the limit after the Capping Date for the hourly GFPS billing energy for the Customer during all hours of that corresponding month that are not capped by the BMDO.

When calculating the Customer's hourly load for use in determining the BMDO, BMEO, and BMMHEO amounts, the Customer's total metered load shall be adjusted as follows to:

- (i) Include the metered amount of any Qualifying Local Generation utilized by the Customer to offset the Customer's purchase of Demand and Energy under this Contract under the provisions of this Section A.
- (ii) Exclude (a) both demand and energy supplied by Western to the Customer (and Customer's Distributors, as appropriate), or (b) if Customer has such allocations and contracts directly with Western for such allocations on or before the Capping Date, exclude the demand and energy supplied by Western, as identified in Exhibits C and D, to the Customers through NPPD, which is allocated by NPPD to the Customer.
- (iii) Exclude the Customer's load taking service under certain Special Power Products where the participating End-Use Customer's load is carved out from the remaining Customer load and billed to the Customer separately

under the provisions of such Special Power Product Rate Schedule. This exclusion will only apply when service under the applicable Special Power Product continues beyond the Capping Date. Current examples of such Special Power Products include the Standby, Large Customer Interruptible, Large Customer Market-Based, and the Interruptible Market-Based Rate Schedules. Since such excluded loads are not subject to capping, the Customer will continue to purchase Demand and Energy from NPPD under this Contract to serve the total load of an End-Use Customer taking service under these Special Power Products after the Capping Date even if service under such Special Power Product subsequently ends.

If the GFPS rate structure and/or the basis for determining the GFPS production billing demand(s) change during the term of this Contract, then NPPD and a Customer who has capped their purchases of Demand and Energy under this Contract shall agree on any revisions necessary to the calculation of, and application to billing under the GFPS Rate Schedule of, the Customer's BMDO, BMEO, and BMMHEO amounts.

Exhibit E provides an illustrative example of the calculation of a BMDO, BMEO, and BMMHEO for the scenario where the Customer has allocations under Exhibits C and D and contracts directly with Western for such allocations effective on the Capping Date. In no event shall the Customer's obligation to take and pay for Demand and Energy in any month exceed the actual Demand and Energy delivered hereunder, except for any minimum ratchet Demand and Energy quantities, the billing for which is specified in the then-current wholesale rate schedules.

Qualifying Local Generation:

Customer shall have the right, upon not less than three (3) months written notice, to utilize Qualifying Local Generation to offset the Customer's purchase of production Demand and Energy under this Contract. The Customer shall have a kW allowance for Qualifying Local Generation that can be utilized for such billing unit offset purposes ("Allowance for QLG Offsets") equal to an aggregate nameplate rating of up to two (2) MW or ten percent (10%) of the Customer's "Reference Demand", whichever is greater, subject to a maximum cap of fifty percent (50%) of the Customer's "Reference Demand". The Customer shall provide written notice to NPPD of all new (once the Customer has committed to its installation or contracted for its purchase) Qualifying Local Generation that is to be utilized for such offset, and provide details on the size, fuel type, and interconnection location. Any Qualifying Local Generation (operating prior to the effective date of this Contract) which a Customer is utilizing for offset purposes under the provisions of the NPPD General Firm Power Service Rate Schedule will be included in the calculation for the Qualifying Local Generation offset allowed for under this Contract. In addition, the Customer shall provide NPPD, upon request, with hourly metered data for Qualifying Local Generation for NPPD's use in calculating the Customer's wholesale power bill under this Contract. The "Reference Demand" of the Customer at a given point in time shall be equal to the average of the annual highest total NPPD-supplied Demands of the Customer recorded during any hour in each of the previous five (5) Calendar Years, excluding the non-firm service portion of the Customer's loads taking service under applicable Special Power Product Rate Schedules (e.g. Large Customer Interruptible

Rate Schedule). When the ten percent (10%) and fifty percent (50%) limits apply, a specific new Qualifying Local Generation resource may be utilized by the Customer for offset purposes during the term of this Contract provided that, at the commercial operation date of such new Qualifying Local Generation resource, the Customer's total aggregate amount of Qualifying Local Generation utilized for offset purposes (including such new resource) is at or below the applicable 10% or 50% level of their Reference Demand.

Multiple Customers may participate jointly in an individual Qualifying Local Generation project. In such situations, the participating Customers must jointly provide not less than three (3) months written notice to NPPD of the details of the arrangement, including the individual Customer percentage shares of the output of such project. NPPD shall utilize such percentage shares in allocating the hourly output of such project to the participating Customers for use in determining the NPPD wholesale power bill for each Customer in accordance with the provisions and requirements of this Contract, the General Firm Power Service Rate Schedule, and applicable Special Power Product Rate Schedules.

A Customer may transfer all or a portion of their Allowance for QLG Offsets to another Customer. All Customers involved in such transfer arrangements must jointly provide not less than three (3) months written notice to NPPD of the details of the arrangement, including the kW amount(s) transferred among Customers, the term of the arrangement, and any other information necessary for NPPD to be able to accurately determine and track the total Qualifying Local Generation kW available for billing unit offset purposes for each individual Customer. When a transfer arrangement expires or is cancelled, the transferred kW amount(s) will return to the original Customer. NPPD will review all existing Qualifying Local Generation installations of the Customers involved when such transfer arrangement ends and determine the treatment of the output of such Qualifying Local Generation going forward for each Customer in accordance with the provisions and requirements of this Contract, the General Firm Power Service Rate Schedule, and applicable Special Power Product Rate Schedules.

Customer agrees to allow NPPD to include, in NPPD's generation portfolio, recognition for any renewable/environmental attributes of the energy produced on Customer's behalf pursuant to the Qualifying Local Generation provisions of this Contract. NPPD's right to receive recognition for such attributes is contingent upon NPPD and Customer agreeing to the amount of compensation to be paid by NPPD to Customer for such attributes. Customer agrees to grant NPPD a right of first refusal to negotiate and purchase any such attributes, except such right of first refusal shall not apply if such attributes are sold by Customer directly to End-Use Customer(s).

Section B, Western. This Contract has been entered into on the express understanding that NPPD shall keep in effect the Western UGPR Contract, including any amendments and exhibits thereto, during the term of such contract, providing, among other things, for the purchase of (1) firm electric service, as detailed in Exhibit C (currently 101,637 kW), (2) seasonal firm electric service, as detailed in Exhibit D (currently 47,402 kW), which shall be furnished during the summer season each year and which has been designated by NPPD under its wholesale power contracts for irrigation pumping, (3) summer season firm peaking power service, as detailed in Exhibit A of the Western UGPR

Contract (currently 286,994 kW), where Exhibit D details the amount (currently 51,697 kW) of which has been designated by NPPD under its wholesale power contracts for irrigation pumping, and (4) winter season firm peaking power service, as detailed in Exhibit A of the Western UGPR Contract (currently 69,928 kW), as such amounts may be revised from time to time pursuant to the provisions of the Western UGPR Contract and this Section B. The definitions of firm electric service, seasonal firm electric service, firm peaking power service, winter season and summer season, preference customer and preference eligible entity shall all be as defined in the Western UGPR Contract. In the event its preference customer status would change, NPPD will, upon becoming knowledgeable that such change is pending, notify Western of such pending change and pursue with Western a process to provide for the continued receipt of benefits by Customers who remain preference eligible entities, all in accordance with the provisions of the Western UGPR Contract and federal law governing said contract. At such time as it provides notice to Western, NPPD shall notify its Customers of such pending status. Additionally, in the event that NPPD begins to pursue a merger with another preference eligible entity, NPPD will so inform its Customers. No such merger that is entered into voluntarily by NPPD shall adversely affect the continued receipt of benefits by Customers who remain preference eligible entities, in accordance with the provisions of the Western UGPR Contract and federal law governing said contract. In the event such a merger is forced upon NPPD by circumstances beyond its control, then NPPD shall use its best efforts to ensure that Customers who remain preference eligible entities shall continue to receive benefits in accordance with the provisions of the Western UGPR Contract and federal law governing said contract.

NPPD acknowledges that under the Western UGPR Contract, certain customers are defined as preference eligible entities or preference customers. NPPD further acknowledges the right of any preference eligible entity to contract with the United States as a preference customer for the amount of firm electric service allotted to such entity and presently identified in the table depicted in Section 2.3 of Exhibit A of the Western UGPR Contract, a duplication of which is attached hereto as Exhibit C. In the event the table in Section 2.3 of Exhibit A to the Western UGPR Contract is modified, Exhibit C shall be modified accordingly and the revised Exhibit C attached hereto.

The total irrigation pumping allowance, defined for purposes of NPPD's wholesale power contracts as Western power designated for irrigation pumping, to be allocated by NPPD to Customers eligible to receive such irrigation pumping allowance, is detailed in Exhibit D (currently 98.949 megawatts). Should Western withdraw or reduce the seasonal firm electric service and/or summer season firm peaking power service sold to NPPD and designated for irrigation pumping, a pro rata reduction shall be made to the irrigation pumping allowance and NPPD shall not be obligated to continue to maintain total irrigation pumping allowance at the current (98.949 megawatt) level.

NPPD hereby acknowledges that the irrigation pumping allowance is contractually allocable directly to certain eligible Customers, and each eligible Customer's allocated share is identified on Exhibit D to this Contract. Exhibit D may be amended from time to time due to: (a) Western's withdrawal or reduction of seasonal firm electric service and/or summer season firm peaking power service, as described above in this Section B, (b) diversity, (c) a change in the NPPD system losses applied to irrigation pumping, (d) a

change in the billing point, if other than bus A, or (e) merger of two or more recipients of irrigation pumping allocations. In the event a Customer who receives an allotment of the irrigation pumping allowance elects to exercise its option to cap its purchases of Demand and Energy pursuant to Article 2, Section A, such Customer shall continue to be entitled to its entire allotment of irrigation pumping allowance; provided, such Customer may, at NPPD's sole discretion, be required to contract directly with Western for its own irrigation pumping allowance. Allocations of the irrigation pumping allowance, or such subsequent amount as may be established in the future will include an additional adjustment for diversity. If and when the General Firm Power Service Rate Schedule specifies that Customers' production billing demands shall be determined on an NPPD-system coincident basis, then this additional adjustment for diversity shall no longer be applicable.

Customers who either directly or indirectly receive benefits from the Western UGPR Contract shall comply with Sections 22, 23 as well as General Power Contract Provisions 10, 29, 30, 36, 43, 44 and 45 of the Western UGPR Contract, in accordance with the provisions of said contract. A copy of said sections of the Western UGPR Contract shall be provided to the Customer(s) upon request.

For a Customer who elects to contract with the United States as a preference customer for its firm electric service allotted to the Customer, NPPD agrees to provide, or arrange for the provision of, transmission, subtransmission and ancillary services necessary to deliver all of the Customer's demand and energy requirements from the inlet of the transmission system to the Point(s) of Delivery, as referenced in Article 3.

Section C, Special Power Products. During the term of this Contract, NPPD will cooperate with Customers to develop Special Power Products to be offered to all Customers for the benefit of End-Use Customers. The development of a Special Power Product may be initiated by a request from a Customer or by NPPD. Once developed, proposed Special Power Product(s) will be presented to the Customers for review and input. NPPD shall consider the input of the Customers, after which notice of the proposed Special Power Product(s) will be provided to Customers. Within twenty (20) calendar days of the date the notice is provided to the Customer by NPPD, the Customer may request a hearing. Such hearing will be convened before the NPPD Board of Directors. Notice of the hearing will be given to the Customers at least ten (10) calendar days in advance of such hearing. Any request for a hearing shall be filed in writing with NPPD and shall include in detail those issues or objections to be brought before the hearing. The hearing shall be limited to those objections listed in the Customer's request. NPPD shall conduct such hearing and shall accept and submit for consideration by the NPPD Board of Directors information and comments related to the written objections received for the hearing. NPPD shall notify the Customers of NPPD's decision concerning the hearing on the proposed Special Power Product(s) to be adopted by NPPD. The effective date of the new Special Power Product(s), if adopted, shall be as approved by the NPPD Board of Directors. Each approved Special Power Product will be available to any Customer as a part of its portfolio of customized service packages that may be used for the benefit of similar End-Use Customers.

NPPD will offer a demand response program during the term of this Contract. The demand response program allows the Customer to manage peak loads during hours

designated by NPPD. A goal of the demand response program is to encourage Customers to shift energy purchases to desirable time periods and reduce future generation capacity needs for NPPD. Any future change to the demand response program will include the opportunity for input and review by Customer.

Section D, Distributed Generation. The Parties agree that, because Distributed Generation technology has the potential for (i) serving all or a portion of an End-Use Customer's electric requirements, (ii) enhancing reliability for an End-Use Customer, and (iii) enhancing reliability on the distribution system, provisions for the use of Distributed Generation shall be provided for under this Contract. Distributed Generation resources may be owned, operated and maintained by the End-Use Customer, the Customer, or by NPPD.

The Parties agree that Distributed Generation is not intended to provide a mechanism whereby Customers may shift fixed costs among themselves, but, rather, to allow optimal economic use of the electric production, transmission and distribution systems and to serve End-Use Customer needs into the future.

To assure that Distributed Generation is appropriately priced, the General Firm Power Service Rate Schedule will identify Distributed Generation which will be subject to the provisions of the General Firm Power Service Rate Schedule and identify Distributed Generation which will be subject to the provisions of a Special Power Product Rate Schedule; provided, this provision shall not apply to a Customer who exercises its option to cap its purchases of Demand and Energy pursuant to Article 2, Section A, and who is utilizing Distributed Generation to serve the portion of its load that is no longer included as a part of the Customer's obligation under this Contract.

The Parties agree that the development of any Special Power Product(s) for Distributed Generation must be completed in a manner that facilitates timely installation.

Section E, Rates and Charges.

Revenue Requirements:

The revenue requirements for General Firm Power Service and Special Power Products for any future year or portion thereof will include any and all costs associated with operations and maintenance (excluding depreciation); fuel; purchased demand and energy; allocated costs of general and administrative functions; debt service (principal and interest) on production-related assets, including allocated general plant; an amount for renewals, replacements, additions, and improvements (construction from revenue) to production utility plant, including allocated construction from revenue costs for general plant; amounts reasonably required to be set aside in reserves for items of costs the payment of which is not immediately required, such as decommissioning reserves, post-retirement employee benefit reserves; any other production-related costs not specifically listed herein; and an allowance for new/replacement generation assets. Such allowance for new/replacement generation assets shall not exceed an amount equivalent to \$0.0005 per kWh.

Collection for Certain Reserves and Production Debt Maturing Beyond the Term of this Contract:

All Customers who purchase electric power and energy from NPPD under this Contract shall be entitled to purchase monthly quantities of Demand and Energy from NPPD for the full term of this Contract under the most favorable Cost-Based Rate and contract terms and conditions as are available to any customer under similar conditions of service.

By May 1 of each year, NPPD shall provide to Customers the amount of its production debt maturing beyond the term of this Contract, and the type, amount, and preliminary schedule for the collection of any costs (the payment of which is not immediately required) for certain reserves such as decommissioning reserves and post-retirement employee benefit reserves. NPPD may include the collection of such costs in revenue requirements under this Contract in a future year provided that the amount is fair and reasonable and NPPD has provided information on such costs to Customers with such information being formally transmitted to Customer as outlined in Article 9 of this Contract. Furthermore, NPPD may only include the collection of such costs identified in such annual information provided prior to May 1, 2059. NPPD shall not call production debt maturing beyond the term of this Contract for the sole purpose of accelerating the collection of such debt from Customers.

Annual Financial Report and Rate Stabilization Account:

By May 1 of each year, NPPD will complete an analysis of the financial results for General Firm Power Service and Special Power Products for the preceding Calendar Year. Such analysis shall include an accounting of the actual allowance amount collected during such year for new/replacement generation assets and the balance of such amounts at the end of the year. NPPD will be permitted to retain such allowance amounts until utilized for the addition of new/replacement generation assets. In the event it is determined that the accumulated allowance amount, or a portion thereof, shall be utilized, NPPD shall consider input from the Customer Committee regarding the use of such funds.

Such analysis will also include an accounting of the surplus or deficit net revenues realized during such year. NPPD will be permitted to retain surplus net revenues in a Rate Stabilization Account for purposes of covering fluctuations in revenues and/or costs caused by (i) weather and (ii) short-term business fluctuations. Additionally, pursuant to input from the Customer Committee and approval by the NPPD Board of Directors, NPPD shall be permitted to transfer funds from the Rate Stabilization Account for use as equity capital to finance all or part of the cost of construction or acquisition of future generating resources and other generation-related capital assets used to provide service under this Contract. Surplus or deficit net revenue for any year shall be the difference between (i) actual revenues, and (ii) actual costs, using reasonable methodologies, where necessary, in the allocation of revenues and costs for such year. NPPD will be permitted to retain such surplus net revenues in the Rate Stabilization Account until such time that such surplus exceeds an amount equal to an accumulation limit initially determined to be ten percent (10%) of annual revenues derived from General Firm Power Service and Special Power Products. NPPD may, from time to time, adjust the surplus accumulation limit,

giving consideration to input from the Customer Committee and upon approval by the NPPD Board of Directors; provided, in no event shall the surplus accumulation limit exceed twenty percent (20%) of annual revenues derived from General Firm Power Service and Special Power Products. Any amounts accumulated in excess of such ten percent (10%) or such surplus limit subsequently established, as determined by the financial analysis completed by May 1 of each year, will be included as an adjustment to revenue requirements in the next summary report of forecasted revenue requirements, which report is hereinafter described. NPPD may adjust the surplus accumulation limit for reasons including, but not limited to: to provide for greater stability in rates over time, as deemed necessary and reasonable in the then existing competitive environment; to reduce the possibility of unplanned rate changes occurring due to revenue shortfall from mild weather, cost increases from unscheduled generation facility outages, and cost increases from higher than expected price levels for purchased energy. If NPPD proposes to adjust the surplus accumulation limit, NPPD shall: (i) provide notice to the Customer of the proposed change at least one hundred twenty (120) calendar days prior to the proposed effective date of such change; (ii) allow thirty (30) calendar days from the date of such notice for the Customer to request a hearing before the NPPD Board of Directors, and; (iii) provide at least ten (10) calendar days' notice in advance of such hearing. The effective date of such adjustment, if adopted, shall be as approved by the NPPD Board of Directors.

Summary Report and Rate Change Process:

Beginning with the year 2025 for rates effective on the effective date of this Contract, and, at a minimum, biennially thereafter, NPPD will prepare a summary report that sets forth (a) the forecast of revenues that would be derived under the then-current rates for the succeeding year(s) or portion(s) thereof, (b) the forecast of revenue requirements for such future year(s) or portion(s) thereof, and (c) any proposed adjustments in the rates for General Firm Power Service and Special Power Products necessary to ensure that the rate(s) to be in effect in the subsequent year(s) or portion(s) thereof are estimated to produce revenues sufficient to meet revenue requirements. A copy of the summary report prepared and requested supporting documentation will be submitted by NPPD to the Customers. If such summary report indicates and NPPD proposes that the then-current rates need to be adjusted in a succeeding year(s) or portion(s) thereof, notice will be given to the Customers at least one hundred twenty (120) calendar days prior to the proposed effective date of any such adjustment. Within thirty (30) calendar days of the date the notice was provided to the Customers by NPPD, Customer may request a rate review hearing. Such hearing will be convened before the NPPD Board of Directors. Notice of the hearing will be given to Customer at least ten (10) calendar days in advance of such hearing. Any request for a hearing shall be filed in writing with NPPD and shall include in detail those issues or objections to be brought before the hearing. The hearing shall be limited to those objections listed in Customer's request. NPPD shall conduct such hearing and shall accept and submit for consideration by the NPPD Board of Directors information and comments related to the written objections received for the hearing. NPPD shall notify Customer of NPPD's decision concerning the hearing on the summary report and rates to be adopted by NPPD. The effective date of the rate adjustment, if any, shall be at least thirty (30) calendar days after the notice to Customer of NPPD's decision, or, if no hearing is requested, at least thirty

(30) calendar days after approval by the NPPD Board of Directors. Implementation of new Special Power Products shall not follow the above procedures but, instead, follow the procedures listed in Article 2, Section C. In the event that NPPD desires to clarify the provisions of, or correct non-numerical errors in a rate schedule applicable to this Contract, where such clarification and/or correction will not affect the intended amount of Customer's bills, NPPD shall not follow the above procedures. Instead, NPPD shall: (i) provide notice to the Customer of the proposed modification; (ii) allow thirty (30) calendar days from the date of such notice for the Customer to request a hearing before the NPPD Board of Directors, and; (iii) provide at least ten (10) calendar days notice in advance of such hearing. The effective date of the revised rate schedule, if adopted, shall be as approved by the NPPD Board of Directors.

Nothing in this Contract shall cause NPPD to fail to comply with the provisions of NPPD's bond resolutions or supplements thereto.

Section F, Customer Committee. NPPD and its customers will establish a Customer Committee that will meet with the NPPD Board of Directors during regularly scheduled Board meetings approximately four times per year, or as needed, to discharge the responsibilities identified in this Section F.

The Customer Committee will be governed by a Customer Committee Charter (Exhibit F) that may be updated from time to time with the approval of a simple majority of the Customer Committee and the NPPD Board of Directors. Said updated Customer Committee Charter shall become a part of this Contract. Should there be a conflict between provisions in the Customer Committee Charter and this Contract, the provisions of this Contract shall prevail.

The Customer Committee will consist of between nine (9) and thirteen (13) members that represent a cross-section of customer sectors as provided for in the Customer Committee Charter to provide a fair and reasonable representation of customer perspectives when providing input to the NPPD Board of Directors. The Customer Committee can function with less than full membership should one or more sectors not fill their allocated Customer Committee seats. There shall be no individual member or sector quorum requirement for Customer Committee meetings. Individual members of the Customer Committee will consist of management or governing body members of the Customer, or the Customer's members in the case of an electric cooperative, with decision making or oversight responsibility for the relationship between Customer and NPPD.

The Customer Committee will provide input to the NPPD Board of Directors and act in an advisory capacity. The Customer Committee will have the opportunity to provide input ahead of NPPD Board of Directors consideration and action regarding the areas of responsibility as detailed below.

The Parties agree that NPPD has ultimate authority of implementing its business strategies and plans and that the NPPD Board of Directors retains all authority to discharge its fiduciary responsibilities and its statutory and legal obligations.

Customer agrees that confidentiality may apply to materials presented when attending the Customer Committee meeting, where such confidentiality would be in accordance with a separate non-disclosure agreement with NPPD, for all customer attendees, as determined and required by NPPD.

Responsibilities of the Customer Committee include providing input to the NPPD Board of Directors in the following areas:

- (i) NPPD Strategic Plan, as approved by the NPPD Board of Directors
- (ii) Integrated Resource Plan and Resource Adequacy, where:
 - a) NPPD will be responsible for maintaining a current integrated resource plan which shows how NPPD's portfolio of power resources will meet the combined requirements of the Customers and the forecasted cost of power compared to NPPD-produced forward price curves in the regional market. NPPD will prepare updates of the plan and review such updates with Customers. The plan will be updated at least every five (5) years and more frequently if required to meet Southwest Power Pool planning requirements or other contractual or regulatory requirements.
 - b) Customer shall be responsible for providing to NPPD its forecasted Demand and Energy information for the next ten (10) years. Customers with irrigation load or other load reductions in an applicable demand waiver program (NPPD's program and/or Customer's program) shall provide information (no less than annually) to NPPD in NPPD's data request(s) (currently, the Post Season Irrigation Survey requested each fall) that includes details for connected load, including the amount of load curtailed by source, and Customer's load management practices.
 - c) NPPD will be responsible for meeting and maintaining reporting and compliance requirements per Southwest Power Pool (or other appropriate authority) tariffs and protocols for resource adequacy assurance based on the NPPD integrated resource plan and resource portfolio and aggregate forecasted customer Demand and Energy.
 - d) Notwithstanding the role of the Customer Committee as described above, if Customer deems it advisable to join with NPPD in performing a detailed power supply planning study for the purpose of identifying one or more future resources, or for optimizing a load management program, or the funding thereof, which may be used for serving the future requirements of NPPD and of Customer, Customer shall so advise NPPD in writing. NPPD will give due consideration to any such request and will promptly provide a response to Customer.
- (iii) Budget, Rate Stabilization Account, and load forecast, including, but not limited to, providing input relative to adjustments to the surplus accumulation limit in the Rate Stabilization Account, as provided in Article 2, Section E.
- (iv) Rates and Special Power Products, in accordance with Article 2.
- (v) Offering this Contract or a replacement wholesale power contract to new or existing customers.

Section G, Early Termination. A Customer may terminate this Contract prior to the end of the term by providing proper written notice to NPPD and paying the exit fee in accordance with the provisions in Section H.

A Customer may provide written notice to NPPD to terminate this Contract at any time after January 1, 2032. NPPD shall provide to the Customer written confirmation that such notice was received within ten (10) business days. Contract termination will be effective at the end of the day on the first December 31st which is at least thirty-six (36) months following NPPD's receipt of the Customer's notice ("Termination Date"). The earliest Termination Date for a Customer is December 31, 2035. By way of example, if a Customer provides written termination notice to NPPD on September 6, 2035, then the Termination Date for such Customer is December 31, 2038. Once a Customer's termination notice is provided to and subsequently confirmed in writing by NPPD, it becomes binding.

NPPD Notice of Initial Debt Issuance for a New Generation Resource:

After January 1, 2032, when NPPD management plans to seek NPPD Board approval of a capital project for a new generation resource which has an expected total capital cost that exceeds \$100 million, NPPD will provide written notice to the Customer at least one hundred eighty (180) days before the expected initial issuance of debt (either short term or long term) for such resource. Such notice to Customer will include a deadline for the Customer to provide notice to NPPD to terminate (in accordance with the first two paragraphs of this Section G) this Contract and not be responsible for the debt associated with such generation resource in Customer's exit fee calculation. If the Customer provides termination notice to NPPD, prior to the deadline in NPPD's notice to Customer, then the Customer's exit fee amount will not include any Outstanding Production Debt associated with this generation resource (neither the initial issuance nor any subsequent issuance). If termination notice is not received from a Customer by the deadline, then the actual outstanding amount of such new debt and any subsequent debt associated with such generation resource shall be factored into all future calculations of the Customer's exit fee amount.

See Exhibit G for illustrative scenarios for the treatment of debt in the exit fee calculation for a new generation resource that requires NPPD notice to Customers per the provisions stated previously in this Section G.

In situations where NPPD notice to Customer is not required for a new generation resource, if the Customer provides termination notice prior to NPPD's first issuance of debt (either short term or long term) for such new generation resource, then the Customer's exit fee amount will not include any Outstanding Production Debt associated with such new generation resource (neither the initial issuance nor any subsequent issuance). If termination notice is not received from Customer prior to the initial debt date of issuance, then the actual outstanding amount of such new debt and any subsequent debt for such generation resource shall be factored into all future calculations of the Customer's exit fee amount.

NPPD Notice of Commitment to New Generation Power Purchase Agreements (PPA) and Power Supply Contracts (PSC):

After January 1, 2032, when NPPD plans to enter into a new PPA or PSC (including capacity purchase) with a party that is not a signatory to this Contract, and such agreement has a term of twenty (20) years or longer and the purchase cost (net of any power sales to non-Customers) is forecasted to be \$50 million or greater per year on average over the term of such agreement, then NPPD will provide written notice to the Customer at least ninety (90) days before the expected execution of such PPA or PSC. Such notice will include a deadline for the Customer to provide notice to NPPD to terminate (in accordance with the first two paragraphs of this Section G) this Contract and not be responsible for the stranded cost/benefit of such PPA or PSC in their exit fee calculation. If the Customer provides termination notice prior to the deadline, then the Customer's exit fee amount will not include the stranded cost/benefit associated with this PPA or PSC. If termination notice is not received from a Customer by the deadline, then the stranded cost/benefit associated with this PPA or PSC shall be factored into all future calculations of the Customer's exit fee amount.

In situations where NPPD notice to Customer is not required for a new PPA or PSC, if the Customer provides termination notice prior to NPPD's execution of such PPA or PSC, then the Customer's exit fee amount will not include the stranded cost/benefit associated with such PPA or PSC. If termination notice is not received from Customer prior to NPPD's execution of such PPA or PSC, then the stranded cost/benefit associated with such PPA or PSC shall be factored into all future calculations of the Customer's exit fee amount.

Section H, Exit Fee. The Customer's exit fee will be determined as their allocated share of the sum of three (3) components:

- (i) Outstanding Production Debt
- (ii) Generation Power Purchase Agreements (PPA) and Power Supply Contracts (PSC) stranded costs/benefits
- (iii) Rate Stabilization Account (RSA) Credit

The amount of a Customer's total exit fee shall never be less than zero. Exit fee funds will be used to pay Outstanding Production Debt, PPA obligations and PSC obligations.

A Customer's exit fee amount will only include the Outstanding Production Debt and stranded costs/benefits for PPA/PSCs that the departing Customer is responsible for. Except as otherwise provided for in Article 2, Section G, the Customer is responsible for all Outstanding Production Debt, and all PPA/PSCs that NPPD has executed, prior to the Customer providing termination notice to NPPD, and any subsequent production debt for new generation resources and stranded costs/benefits for new PPA/PSCs entered into between the time of termination notice and the Customer's Termination Date where the Customer did not provide termination notice during the applicable NPPD notice periods as described in Article 2, Section G.

Outstanding Production Debt is defined as:

- (i) Revenue Bonds issued for production level of service (principal only)
- (ii) Other debt which includes both variable and fixed rate production debt. This includes production debt that has been issued on the Tax-Exempt Revolving Credit Agreement (RCA), Taxable RCA or Commercial Paper or any future variable or fixed rate program and includes interest accrued to the date a Customer provides notice of termination. Production debt, if any, that NPPD issues for nuclear fuel will be excluded from the exit fee calculation.
- (iii) Debt-like and other obligations (including leases, swaps, and hedges) related to production assets.

The actual amount of the Outstanding Production Debt component included in a departing Customer's exit fee calculation shall be reflected as a reduction in the Outstanding Production Debt for subsequent exit fee calculations for all other Customers. The amount of the Outstanding Production Debt component which is excluded from the exit fee due to accumulated Production Debt Offsets (if applicable) will be included in the Outstanding Production Debt component for subsequent exit fee calculations for all other Customers.

Generation Power Purchase Agreements (PPA) and Power Supply Contracts (PSC):

Included in this category are all such agreements and contracts that NPPD has executed for providing power supply to Customers. Current examples include contractual arrangements with/for the Western, Loup Hydro, Kingsley Hydro, Municipal Capacity Purchase Towns, Wind PPAs (e.g., Elkhorn Ridge), and Nebraska City 2. As NPPD executes additional PPA/PSCs during the term of this Contract, they shall also be included in the exit fee calculations.

NPPD shall review each PPA/PSC and determine if there is a potential stranded cost/benefit associated with such arrangement that will become a part of the exit fee calculation. In some cases (e.g., the Western UGPR Contract), this Contract specifies that a Customer's Western allocation (if any) will be transferred to them upon termination of this Contract and the Customer will become financially responsible for this allocation with NPPD having no further payment obligations. As a result of this treatment, there are no stranded costs/benefits associated with the contracts for this particular Western allocation to be included in the Customer's exit fee calculation.

In some cases, whether or not the stranded costs/benefits of a particular PPA or PSC is includible in a Customer's exit fee calculation will depend upon the particular departing Customer. A current example of this scenario is a municipal capacity purchase contract. These contracts benefit all Customers in aggregate and the costs are included in NPPD's wholesale rates. If the asset-owning municipality is the departing Customer, there are no stranded costs/benefits associated with this municipal capacity purchase contract for such departing Customer since it will terminate simultaneously with this Contract and therefore NPPD has no further payment obligations. However, if any other Customer is the departing Customer, then the stranded costs/benefits associated with

this municipal capacity purchase contract will be applicable and will be included in the exit fee calculation for such Customer.

For those PPA or PSC contracts where NPPD determines that there is a stranded cost/benefit impact due to a departing Customer, such costs/benefits will be estimated using the contract pricing for capacity, energy, and other costs (with estimated escalation where necessary), the forecasted annual energy production, the accredited capacity, and the term of such contract. Offsetting these forecasted expenses will be the forecasted market revenues of the capacity and energy of such contract. The forecasted market energy and capacity prices will be determined by NPPD on an average annual \$/MWh and \$/kW basis, respectively. See Exhibit H for an illustrative example of the stranded cost/benefit calculation for a hypothetical PPA.

Rate Stabilization Account Credit:

If on the October 31st immediately prior to the Customer's Termination Date there is an uncommitted surplus in NPPD's production Rate Stabilization Account (RSA), such amount shall be utilized as a credit against the total Outstanding Production Debt and total stranded costs/benefits of the generation PPA/PSCs in the Customer's exit fee calculation.

Exit fees collected by NPPD from a Customer as a result of previous terminations of this Contract shall not be included in this RSA credit calculation for any subsequent Customer that provides notice to terminate this Contract.

Discount Rate:

When determining the stranded costs/benefits for PPA/PSCs, it is necessary to forecast costs and market mitigation for the remaining term of these contracts. To determine the stranded costs/benefits at the time of a Customer's contract termination, it is necessary to calculate the present value of these stranded costs/benefits using a discount rate. The discount rate used in this economic analysis shall be NPPD's weighted average cost of capital as determined by NPPD.

Allocation Methodology:

Once the subtotal amounts have been determined for the three (3) components of the exit fee, such net total amount shall be allocated to individual Customers to determine an individual Customer's exit fee amount. The allocator shall be NPPD's total actual production revenue over the most recent three-calendar year period of all Customers purchasing wholesale power supply service from NPPD under this Contract and under the 2016 Contract, if applicable. By way of example, if a Customer's Termination Date is December 31, 2038, then the NPPD production revenues for the calendar years 2035-2037 shall be utilized in determining the Customer's final exit fee amount. Once a Customer provides termination notice to NPPD in accordance with Article 2, Section G, NPPD shall remove such Customer from all subsequent exit fee allocation calculations for other Customers.

Production Debt Offsets and Performance Credits:

The following provisions (the four indented paragraphs below) for Production Debt Offsets and Performance Credits apply only to Customers that have executed this Contract on or before October 31, 2025.

NPPD's performance in maintaining the average cost of General Firm Power Service at or below a specified level shall be measured by NPPD's "Annual Average Wholesale Power Cost", which shall be equal to the annual average production plus transmission cost per kWh for all Customers taking service under this Contract (excluding the load and revenues of End-Use Customers taking service under the NPPD wholesale Economic Development Rate Schedule) compared to the "Performance Standard", which shall be equal to the forty-fifth (45th) percentile level of the power cost per kWh purchased for the reporting U.S. utilities, as listed in the National Rural Utilities Cooperative Finance Corporation (CFC) Key Ratio Trend Analysis (Ratio 88), as the same may be modified, amended, superseded, or replaced as mutually agreed to by NPPD and a super majority of the Customer Committee.

In any Calendar Year beginning with 2026 cost data in which NPPD's Annual Average Wholesale Power Cost exceeds the forty-fifth (45th) percentile level of the CFC Ratio 88 data, Customer shall receive a five percent (5%) Production Debt Offset to reduce the Outstanding Production Debt component of the exit fee. Customer may accumulate up to twenty (20) percent Production Debt Offsets, any offsets received above the twenty (20) percent cap shall be forfeited. The accumulated Production Debt Offset shall in no instance be greater than twenty (20) percent when determining the Customer's allocated Outstanding Production Debt component of the exit fee.

In any Calendar Year beginning with 2026 cost data in which NPPD's Annual Average Wholesale Power Cost is less than the twenty-fifth (25th) percentile level of the CFC Ratio 88 data, NPPD shall be entitled to a credit ("Performance Credit") in the amount of two (2) percent. Any such Performance Credit(s) to which NPPD is entitled shall reduce a Customer's accumulated Production Debt Offsets or be banked by NPPD if Customer has no accumulated Production Debt Offsets to reduce. Such banked credits shall be used to reduce any future Customer Production Debt Offset; banked credits will not increase Customer's exit fee. Exhibit I provides an illustrative example of the accumulation of Production Debt Offsets and Performance Credits.

Customer's Production Debt Offsets for exit fee determination shall be the available accumulated Production Debt Offsets, if any, at the time of the Customer's written termination notice. The offset cannot be increased by additional Production Debt Offsets or reduced by Performance Credits after the Customer's written termination notice has been received.

Annual Update:

Beginning May 1, 2029, and by May 1st of each year thereafter, NPPD will provide each individual Customer an estimate of their exit fee amount calculated as of December 31st of the prior year. See Exhibit J for an illustrative example of the information provided in this annual update.

Beginning with the 2026 calendar year results, NPPD's performance standard results and any accumulated Production Debt Offsets or banked Performance Credits shall be reported to Customer by September 1st of each year. Any adjustments to accumulated Production Debt Offsets or banked Performance Credits for use in a Customer's exit fee calculation are not effective until after reported.

Final Exit Fee Calculation and Customer Payment Process:

Following the Customer's termination notice, by May 1st of each year NPPD will provide the Customer with an updated calculation of the estimated amount of their exit fee customized if necessary to include only the outstanding debt (reduced by any applicable accumulated Production Debt Offsets, if applicable to the Customer, available at time of termination notice), and stranded costs/benefits for PPA/PSCs that the Customer is responsible for in their exit fee. NPPD shall calculate the final amount of the Customer's exit fee and provide notice of such amount to the Customer at least thirty (30) days prior to the Customer's Termination Date. See Exhibit K for an example of the data which NPPD shall utilize in determining the final amount of a Customer's exit fee. Prior to the Termination Date, the Customer shall pay to NPPD, via wire transfer or ACH, the full amount of their exit fee in funds immediately available by 12:00 noon CST on the Termination Date.

**ARTICLE 3
TRANSMISSION**

Except as provided below, this Contract provides for the sale of Demand and Energy under General Firm Power Service and Special Power Products delivered to the inlet of the transmission system only. Transmission, subtransmission and related ancillary services required to deliver these production products to the Point(s) of Delivery are not included in this Contract.

However, for Customers who have not exercised their option to cap their purchases of Demand and Energy pursuant to Article 2, Section A, including those Customers who have elected to contract with the United States as preference customers for their firm electric service pursuant to Article 2, Section B, NPPD agrees to provide, or arrange for the provision of, transmission, subtransmission and ancillary services, and Customer agrees to pay for such services necessary to deliver all of the Demand and Energy purchased from NPPD under this Contract and to deliver all of the Customer's demand and energy purchased from Western from the inlet of the transmission system to the Point(s) of Delivery. Such transmission and ancillary service(s) shall be provided under the appropriate rates, terms and conditions included in the Transmission Rate

Schedule established by NPPD according to the notice provisions in Article 2, Section E. Customer shall have the right, in whatever form such right may exist, to review transmission and ancillary service rates, terms and conditions, and any proposed revisions to same, as may be imposed upon NPPD by its transmission service provider. Subtransmission service shall be provided under the appropriate rates, terms and conditions as may be imposed upon NPPD by its subtransmission service provider, with the addition of NPPD's related administrative costs. Customer shall have the right, in whatever form such right may exist, to review subtransmission rates, terms and conditions, and any proposed revisions to the same.

For Customers who have exercised their option to cap their purchases of Demand and Energy pursuant to Article 2, Section A, the Customer shall have the responsibility to provide, or arrange for the provision of, and pay for transmission, subtransmission and ancillary services necessary to deliver all of the Demand and Energy purchased from NPPD under this Contract and from all supplemental power and energy suppliers, including Western, from the inlet of the transmission system to the Point(s) of Delivery. The Customer has the option to select NPPD to provide, or arrange for the provision of, transmission service as provided for in Article 2, Section A. Such service(s) shall be provided under the appropriate rates, terms and conditions established by NPPD.

NPPD agrees to accord to Customer all rights and privileges that have been accorded to NPPD by its transmission and subtransmission service providers. In addition, NPPD agrees to facilitate communications between its transmission service provider and Customers for the purpose of discussing service reliability, system expansion studies and proposals, tariffs, industry developments and any other topics deemed to be of interest by NPPD or its Customers.

ARTICLE 4 WAIVERS

No delay by the Parties in enforcing any of their rights hereunder will be deemed a waiver of such rights nor will any waiver at any time by the Parties of their rights with respect to a default under this Contract be deemed a waiver with respect to any subsequent default or matter.

ARTICLE 5 MERGER OR CONSOLIDATION

In the event two or more Customers merge and/or consolidate their properties into a single corporate entity, the resulting corporate entity shall receive all the benefits and assume all the liabilities as if the new entity were a single Customer at the inception of this Contract.

**ARTICLE 6
MOST FAVORED NATIONS**

If NPPD enters into or amends a wholesale power contract with a wholesale customer for a system sale (i.e., not a sale from a specific generating unit or units) that provides for full requirements firm wholesale power service for any term in a form other than this Contract, or if NPPD enters into a wholesale power contract with a wholesale customer for a system sale that provides for partial requirements firm wholesale power service for any term and at average production rates which are less than those provided for under this Contract, Customer may elect to adopt such wholesale power contract, conformed as necessary to apply to the Customer. A Customer that is purchasing a capped amount of its Demand and Energy requirements from NPPD, pursuant to Article 2, Section A, shall be entitled to purchase only such capped amounts under such new or amended contract. For the purposes of determining average production rates in the case of a partial requirements wholesale power contract, the production rates included in such contract and those applicable under this Contract shall each be applied to the new wholesale customer's estimated purchases from NPPD.

NPPD shall notify Customer in writing with such notification sent by mail, postage prepaid, by national express delivery service or by electronic communication, if NPPD offers a form of wholesale power contract that meets the specifications listed above. NPPD shall provide a copy of said contract, and Customer shall have six (6) months following the date of such notice to elect the other contract. The Parties shall execute the new contract within thirty (30) calendar days following Customer's written election.

**ARTICLE 7
REOPENER**

The Parties agree that after December 31, 2035, a resolution, which explains in sufficient detail the issues to be negotiated, approved by a super majority of the Customer Committee or a majority of the NPPD Board shall establish the basis to conduct good faith negotiations regarding the reopening of this Contract to discuss amendment of said Contract. NPPD may offer to customers at any time after December 31, 2035, an amendment to this Contract that extends the term and termination date of this Contract (Article 1 Section B). Otherwise, any proposed amendment(s) would first require approval by the NPPD Board and a super majority of the Customer Committee prior to being offered to customers for consideration and potential adoption.

**ARTICLE 8
SUCCESSORS AND ASSIGNS**

Neither Party may assign this Contract in whole or in part, or any rights granted hereunder, or delegate to a third party any of the duties and obligations hereunder, without the prior written consent of the other Party; provided, however, NPPD shall not be required to obtain such written consent for an assignment of this Contract in the event that NPPD divests substantially all of its generation assets through merger or

consolidation into another Public Power Entity. No assignment of this Contract shall be effective unless and until the assignee assumes in writing the duties and obligations of the assignor.

In the case of an assignment by NPPD resulting from a divestiture as described above, the rates under this Contract or any extension of this Contract, as contemplated by Article 1, Section B, shall continue to be no greater than if the assignment had not occurred and in no event will the assignee be permitted to charge the Customer market-based rates or cost-based rates that include recovery of any acquisition premiums paid.

In the event NPPD is required to divest substantially all of its generation assets, the Customer shall have the option to terminate this Contract. NPPD shall be required to provide advance written notice of such divestiture of its generation assets at least one hundred eighty (180) calendar days prior to the effective date of such divestiture or, if NPPD is unable to provide such notice due to circumstances beyond its control, as soon as is reasonably possible under the circumstances of such divestiture. Upon receipt of said notice, the Customer may terminate this Contract by providing written notice of such termination to NPPD and its assignee at least ninety (90) days prior to the effective date of such divestiture.

ARTICLE 9 NOTICES AND CORRESPONDENCE

Written notices and other communications required under or related to this Contract shall be given in writing and sent by mail, postage prepaid, and national express delivery service or by electronic communication. A Party may change its address or the person to whom notices and other communications are to be sent by providing written notice of such change to the other Party.

To NPPD:

Notices/Correspondence

Nebraska Public Power District
Attention: Contracts Manager

P.O. Box 499
1414-15th Street
Columbus, NE 68602-0499

Rates/Billing

Nebraska Public Power District
Attention: Director of Pricing, Rates &
Wholesale Billing

P.O. Box 499
1414-15th Street
Columbus, NE 68602-0499

To Customer:

Notices/Correspondence

Rates/Billing

**ARTICLE 10
ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between NPPD and the Customer regarding the matters addressed herein and supersedes all prior written and oral communications and understandings in connection therewith.

**ARTICLE 11
REPLACEMENT OF PRIOR CONTRACT**

This Contract shall supersede the 2016 Wholesale Power Contract effective January 1, 2016, between NPPD and Customer with a Contract effective date of January 1, 2026. Said 2016 Wholesale Power Contract shall, upon the effective date of this Contract, be null and void without further force and effect.

**ARTICLE 12
ARBITRATION**

In the event of an unresolved dispute arising under this Contract, which remains unresolved for one-hundred eighty (180) days, the process for resolving said dispute shall be to submit the matter to binding arbitration. An arbitration board shall consist of three members, one of whom shall be selected by the Customer(s), one of whom shall be selected by NPPD, and a third shall be selected by the other two arbitrators.

The arbitrators shall not be employees, agents, or consultants of any party to the dispute and shall have no financial or personal interest in the result of the arbitration.

The arbitration board shall be appointed within ninety (90) days after the receipt of the notice of the unresolved dispute. Each party shall notify the other in writing of the name and address of the arbitrator selected by it within sixty (60) days after receipt of the notice of the dispute. The two arbitrators selected by the parties shall notify the parties in writing of the name and address of the third arbitrator selected by them.

Each of the parties to the dispute shall pay the costs and expenses of the arbitrator selected by it together with one-half of the costs and expenses of the third arbitrator and one-half of the costs and expenses of the hearing, unless the parties agree or the arbitration board, in its discretion, assesses such costs and expenses, or any part thereof, in a different manner.

The arbitration board shall hire an official stenographer to report its hearings and may hire an attorney to assist it in ruling on the admissibility of evidence offered.

The arbitration board shall meet within thirty (30) days of the appointment of the third arbitrator. The third arbitrator shall be the chairperson and preside at all meetings and hearings of the arbitration board and shall provide notice to the parties at least five (5) days before the first meeting. The parties shall meet with the arbitration board at its

first meeting for the purpose of clarifying and narrowing the specific issues from those set forth in the detailed statement of disputed issues.

The parties shall submit preliminary written statements to the arbitration board within sixty (60) days after the convening of the first meeting of the arbitration board. The arbitration board shall fix the time and place for a hearing which shall commence not more than seventy-five (75) days after the convening of the first meeting of the arbitration board. The arbitration board shall give each party written notice of the hearing by certified mail, at least ten (10) days in advance of the hearing, unless the parties waive such notice.

At all times after receipt of the notice of the dispute, each party shall make available to the other, for inspection and copying, all documents, data, and records with respect to the dispute for the presentation of the matter to the arbitration board. If the parties fail to agree on the production of documents and records, the arbitration board shall determine the matter. The parties may also take depositions with respect to the dispute.

At the hearing the arbitration board shall hear testimony and receive evidence in person or by deposition relating to the dispute and may continue the hearing from time to time. The arbitration board shall be bound by the rules of evidence applicable in district court. The arbitration board may require a party to submit such evidence as the board may deem necessary or desirable for making its decision and the board is authorized to subpoena witnesses and documents. Opportunity shall be afforded to both parties to present evidence and cross-examine witnesses. The parties may be represented by counsel.

The arbitration board shall seek to complete its hearing on the issues submitted to it within forty-five (45) days after the commencement of the hearing. The arbitration board may extend the time to complete the hearing beyond the forty-five-day period if the board determines that such extension is necessary.

The arbitration board shall (1) consider only those matters necessary for the resolution of the disputed issues, (2) have no authority to add to, subtract from, or alter issues except as agreed to by the parties, and (3) not alter or modify any existing contract.

The arbitration board shall render its decision within thirty (30) days after completion of the hearing. The decision shall be in writing, be accompanied by findings of fact, and be signed by the arbitrators supporting the decision. The findings of fact shall consist of a concise statement of the conclusions upon each contested issue of fact. The decision of a majority of the arbitrators shall be the decision of the arbitration board and shall be final and binding on the Parties and enforceable only in the Platte County District Court of the State of Nebraska.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed in duplicate by their duly authorized officers or representatives as of the dates indicated below.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

CUSTOMER

By: _____

Date: _____

NEBRASKA PUBLIC POWER DISTRICT

By: _____

Date: _____

EXHIBITS A-1, A-2, A-3, etc.

RATE SCHEDULES

- Exhibit A-1 General Firm Power Service Rate Schedule**
- Exhibit A-2 Supplement No. 1 to the GFPS Rate Schedule**
- Exhibit A-3 Simultaneous Buy/Sell Rate Schedule (SPP No. 2)**
- Exhibit A-4 Energy Curtailment Program (SPP No. 3)**
- Exhibit A-5 Standby Service Rate Schedule (SPP No. 5)**
- Exhibit A-6 Economic Development Rate Schedule (SPP No. 6)**
- Exhibit A-7 Large Customer Interruptible Rate Schedule (SPP No. 8)**
- Exhibit A-8 Large Customer Market-Based Rate Schedule (SPP No. 9)**
- Exhibit A-9 Interruptible Market Based Rate Schedule (SPP No. 10)**
- Exhibit A-10 Pilot Program Demand Response Resource Rate Schedule (SPP No. 11)**
- Exhibit A-11 Production Cost Adjustment Rate Schedule**

EXHIBITS B-1, B-2, B-3, etc.

BILLING EXHIBITS

EXHIBIT C

Contract Rates of Delivery for Western Firm Electric Service

EXHIBIT D

Western Irrigation Pumping Allocations

EXHIBIT E

Illustrative Example of the Calculation of Base Monthly Obligations

Assume: Customer provides notice to cap their purchases under this Contract with a Capping Date of end of day December 31, 2035.

Determine: The Customer's April BMDO, BMEO, and BMMHEO amounts

April amounts will be based on the Customer's actual loads occurring in the 3 previous months of April prior to the Capping Date: April 2033, April 2034, and April 2035.

	<u>Apr-33 *</u>	<u>Apr-34</u>	<u>Apr-35</u>	<u>April 3-Year Avg</u>	
BMDO (kW)	30,623	31,556	27,740	29,973	= April BMDO for remaining contract term
NPPD CP	04/07/33 HE9	04/18/34 HE9	04/06/35 HE9		
BMMHEO (kW)	31,887	32,821	30,140	31,616	= April BMMHEO for remaining contract term
BMEO (kWh)	15,186,396	15,690,051	15,100,815	15,325,754	= April BMEO for remaining contract term

* Calculation of April 2033 values determined as follows (similar calculation would be performed for April 2034 and April 2035):

April 2033 <u>Day/Hour</u> (A)	NPPD Supplied Energy (1) (kWh) (B)	<u>Less:</u> Customer's Western Allocation (2) (kWh) (C)	<u>Less:</u> Customer's Western Irrigation Pumping Allocation (3) (kWh) (D)	<u>Plus:</u> Actual Metered Output of QLG Utilized For Offset Purposes (4) (kWh) (E)	<u>Equals:</u> Customer Load Utilized For Determining April Base Monthly Obligations (5) (kWh) (F)
4/1 HE 1	28,510	(1,426)	(228)	0	26,856
4/1 HE 2	30,015	(1,501)	(240)	0	28,274
4/1 HE 3	32,118	(1,606)	(257)	285	30,540
.
.
4/7 HE 8	32,950	(1,648)	(264)	505	31,544
4/7 HE 9	32,057	(1,603)	(256)	425	30,623 = BMDO for April 2033
4/7 HE 10	33,180	(1,659)	(265)	575	31,831
.
.
4/30 HE 24	27,589	(1,379)	(221)	0	25,989
Maximum of all 744 Hours:					31,887 = BMMHEO for April 2033
Sum of all 744 Hours:					15,186,396 = BMEO for April 2033

Notes:

- (1) Excludes Customer's loads taking service under certain Special Power Products that are excluded from the capping process.
- (2) Reduction only applicable for Blend Customers with a Western allocation per Exhibit C who contract directly with Western for such allocation effective on or before the Capping Date. Customer's allocation for April 2033 allocated across all hours of the month on a load pattern basis.
- (3) Reduction only applicable for Customers with an Irrigation Pumping Allocation per Exhibit D who contract directly with Western for such a allocation effective on or before the Capping Date. Customer's allocation for April 2033 allocated across all hours of the month on a load pattern basis.
- (4) QLG = Qualifying Local Generation
- (5) This example calculation is based on the current GFPS rate structure and basis for determining the production billing demands. Modifications to this calculation and its application to billing under the GFPS Rate Schedule may be required if there are changes in the future.

EXHIBIT F

Customer Committee Charter

Purpose

NPPD and its customers will establish a Customer Committee that will meet with the NPPD Board of Directors during regularly scheduled Board meetings approximately four times per year, or as needed, to discharge the responsibilities identified in the Wholesale Power Contract (WPC).

The Customer Committee will provide input to the NPPD Board of Directors and act in an advisory capacity. The Customer Committee will have the opportunity to provide input ahead of NPPD Board of Directors consideration and action regarding the areas of responsibility as detailed below.

The Parties agree that NPPD has ultimate authority of implementing its business strategies and plans and that the NPPD Board of Directors retains all authority to discharge its fiduciary responsibilities and its statutory and legal obligations.

Membership

The Customer Committee will consist of members that have signed the WPC and represent a cross-section of customer sectors. Membership may be adjusted between nine (9) and (13) members as recommended by NPPD management and approved by the Customer Committee and NPPD Board of Directors to maintain a fair and reasonable representation of customer perspectives when providing input to the NPPD Board of Directors. Individual members of the Customer Committee will consist of management or governing body members of the Customer, or the Customer's members in the case of an electric cooperative, with decision making or oversight responsibility for the relationship between Customer and NPPD.

At inception, Customer Committee membership will consist of eleven (11) members from the following customer sectors:

- 1 member appointed by the Loup Power District Board of Directors
- 4 members appointed by the Nebraska Electric Generation & Transmission Cooperative Board of Directors
- 1 member appointed by the Norris Public Power District Board of Directors
- 1 member appointed by the Southern Public Power District Board of Directors
- 1 member selected by the group of large wholesale municipal customers (currently Lexington and North Platte)
- 3 members selected by the group of remaining wholesale municipal customers

The Customer Committee can function with less than full membership should one or more sectors not fill their allocated Customer Committee seats.

There shall be no individual member or sector quorum requirement for Customer Committee meetings.

Committee Areas of Responsibility

Responsibilities of the Customer Committee are to provide input to the NPPD Board of Directors and act in an advisory capacity in the following areas:

- (i) NPPD Strategic Plan
- (ii) Integrated Resource Plan and Resource Adequacy
- (iii) Budget, Rate Stabilization Account, and load forecast
- (iv) Rates and Special Power Products
- (v) Offering this WPC or a replacement WPC to new or existing customers

Voting

While the Customer Committee generally functions to provide input to the NPPD Board of Directors the committee does have the following voting authority per the WPC:

- Offering the WPC to any prospective customer that has not signed the WPC by the effective date of the WPC. (super majority for approval, which requires 7 “Yes” votes from the 11 Customer Committee members). [*Article 1. Section B. Term of Contract and Eligibility*]
- Amending this Customer Committee Charter (simple majority for approval, which requires 6 “Yes” votes from the 11 Customer Committee members). [*Article 2. Section F. Customer Committee*]
- Changing of the Performance Standard (super majority for approval, which requires 7 “Yes” votes from the 11 Customer Committee members) [*Article 2. Section H. Exit Fee, subsection “Production Debt Offsets and Performance Credits”*]
- Reopening the WPC for negotiations and approving any potential WPC amendments except for an extension of the term and termination date (super majority for approval, which requires 7 “Yes” votes from the 11 Customer Committee members). [*Article 7. Reopener*]

The approval majority identified above will be determined by the total number of currently seated Customer Committee members at the time the voting action is requested.

Votes may be taken in person by the designated Customer Committee member or their proxy, if such proxy was made in accordance with this Customer Committee Charter, at a Customer Committee meeting.

The NPPD Board of Directors at its sole discretion may informally poll the Customer Committee to obtain a sense of the committee’s alignment on issues.

Proxy for Customer Committee Member

A proxy is a means for a Customer Committee member to be represented by another person. A proxy assignment may be for a specific issue, single meeting or vote, or standing in force until the assignor declares the proxy void.

For a proxy to be requested, such written request (email is acceptable) must be provided to NPPD ahead (preference of seven (7) days in advance) of any applicable Customer Committee meeting. Such written proxy request from seated Customer Committee member shall be sent to and received by the Secretary of the NPPD Board of Directors and such written request shall copy the person being assigned such proxy.

A proxy assignment can only be eligible to a person from the same customer sector (as defined in this Customer Committee Charter) and must be from management or governing body members of a customer, or a customer's members in the case of an electric cooperative, with decision making or oversight responsibility for the relationship between a customer and NPPD.

Confidentiality

Customer agrees that confidentiality may apply to materials presented when attending the Customer Committee meeting, where such confidentiality would be in accordance with a separate non-disclosure agreement with NPPD, for all Customer Committee members, as determined and required by NPPD at its sole discretion.

Amendments

This Customer Committee Charter may be amended from time to time and such amendment once approved will become part of the WPC (Exhibit F).

Conflicts

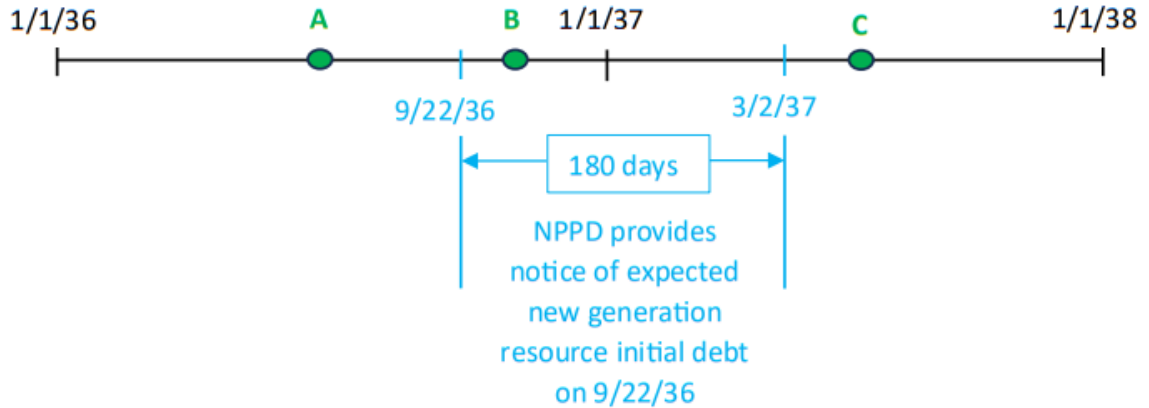
Should there be a conflict between provisions of this Customer Committee Charter and the WPC the provisions of the WPC shall prevail.

Revision History

Revision Number	Revision Description	Approval Date
a	Draft for comment	05.09/2025
0	Initial issue with Wholesale Power Contract	

EXHIBIT G

Example of Treatment of Debt in the Exit Fee Calculation for a New Generation Resource That Requires NPPD Notice to Customers



Scenario	Customer Notice Date	Customer Exit Fee Includes Debt Associated with 9/22/36 Notice?	Contract Termination Date
A	7/2/36	No	12/31/39
B	12/1/36	No	12/31/39
C	6/23/37	Yes	12/31/40

EXHIBIT H

Illustrative Example of the Stranded Cost Calculation for a Hypothetical Power Purchase Agreement

Assumptions: PPA term ends 12/31/57, Customer provides termination notice on 6/1/35, Customer's Termination Date is 12/31/38, discount rate = 4%, PPA annual output and prices and forecasted annual market prices as shown in the table.

There are no stranded costs/benefits for the period of 2036-2038 as the departing Customer continues to take wholesale service and pay NPPD rates during this time. The departing Customer's exit fee would include their allocated share of the \$12,120,962 net present value (NPV) of the stranded costs for this particular contract at the Customer's Termination Date for the period of 2039 through 2057 (the end of the term of this hypothetical PPA).

Hypothetical PPA* Information and Forecasts						Forecasted Market Prices		Total Market			
Calendar Year	Billing Demand (kW)	Demand Rate (\$/kW-month)	Accredited Capacity (kW)	Billing Energy (MWh)	Energy Rate (\$/MWh)	Energy (\$/MWh)	Capacity (\$/kW-month)	Total Cost Obligation (= BxCx12+ExF)	Mitigation (= ExG + DxHx12)	Stranded Cost (= H-J)	After Termination Date
A	B	C	D	E	F	G	H	I	J	K	L
2036	6,000	\$ 3.00	5,000	130,000	\$ 35.00	\$ 25.00	\$ 4.00	\$ 4,766,000	\$ (3,490,000)	\$ 1,276,000	\$ -
2037	6,000	\$ 3.00	5,000	130,000	\$ 35.74	\$ 26.00	\$ 4.20	\$ 4,861,550	\$ (3,632,000)	\$ 1,229,550	\$ -
2038	6,000	\$ 3.00	5,000	130,000	\$ 36.48	\$ 27.00	\$ 4.40	\$ 4,959,107	\$ (3,774,000)	\$ 1,185,107	\$ -
2039	6,000	\$ 3.00	5,000	130,000	\$ 37.25	\$ 28.00	\$ 4.60	\$ 5,058,712	\$ (3,916,000)	\$ 1,142,712	\$ 1,142,712
2040	6,000	\$ 3.00	5,000	130,000	\$ 38.03	\$ 29.00	\$ 4.80	\$ 5,160,409	\$ (4,058,000)	\$ 1,102,409	\$ 1,102,409
2041	6,000	\$ 3.00	5,000	130,000	\$ 38.83	\$ 30.00	\$ 5.00	\$ 5,264,241	\$ (4,200,000)	\$ 1,064,241	\$ 1,064,241
2042	6,000	\$ 3.00	5,000	130,000	\$ 39.65	\$ 31.00	\$ 5.20	\$ 5,370,254	\$ (4,342,000)	\$ 1,028,254	\$ 1,028,254
2043	6,000	\$ 3.00	5,000	130,000	\$ 40.48	\$ 32.00	\$ 5.40	\$ 5,478,494	\$ (4,484,000)	\$ 994,494	\$ 994,494
2044	6,000	\$ 3.00	5,000	130,000	\$ 41.33	\$ 33.00	\$ 5.60	\$ 5,589,006	\$ (4,626,000)	\$ 963,006	\$ 963,006
2045	6,000	\$ 3.00	5,000	130,000	\$ 42.20	\$ 34.00	\$ 5.80	\$ 5,701,839	\$ (4,768,000)	\$ 933,839	\$ 933,839
2046	6,000	\$ 3.00	5,000	130,000	\$ 43.08	\$ 35.00	\$ 6.00	\$ 5,817,042	\$ (4,910,000)	\$ 907,042	\$ 907,042
2047	6,000	\$ 3.00	5,000	130,000	\$ 43.99	\$ 36.00	\$ 6.20	\$ 5,934,664	\$ (5,052,000)	\$ 882,664	\$ 882,664
2048	6,000	\$ 3.00	5,000	130,000	\$ 44.91	\$ 37.00	\$ 6.40	\$ 6,054,756	\$ (5,194,000)	\$ 860,756	\$ 860,756
2049	6,000	\$ 3.00	5,000	130,000	\$ 45.86	\$ 38.00	\$ 6.60	\$ 6,177,370	\$ (5,336,000)	\$ 841,370	\$ 841,370
2050	6,000	\$ 3.00	5,000	130,000	\$ 46.82	\$ 39.00	\$ 6.80	\$ 6,302,558	\$ (5,478,000)	\$ 824,558	\$ 824,558
2051	6,000	\$ 3.00	5,000	130,000	\$ 47.80	\$ 40.00	\$ 7.00	\$ 6,430,376	\$ (5,620,000)	\$ 810,376	\$ 810,376
2052	6,000	\$ 3.00	5,000	130,000	\$ 48.81	\$ 41.00	\$ 7.20	\$ 6,560,878	\$ (5,762,000)	\$ 798,878	\$ 798,878
2053	6,000	\$ 3.00	5,000	130,000	\$ 49.83	\$ 42.00	\$ 7.40	\$ 6,694,120	\$ (5,904,000)	\$ 790,120	\$ 790,120
2054	6,000	\$ 3.00	5,000	130,000	\$ 50.88	\$ 43.00	\$ 7.60	\$ 6,830,161	\$ (6,046,000)	\$ 784,161	\$ 784,161
2055	6,000	\$ 3.00	5,000	130,000	\$ 51.95	\$ 44.00	\$ 7.80	\$ 6,969,058	\$ (6,188,000)	\$ 781,058	\$ 781,058
2056	6,000	\$ 3.00	5,000	130,000	\$ 53.04	\$ 45.00	\$ 8.00	\$ 7,110,872	\$ (6,330,000)	\$ 780,872	\$ 780,872
2057	6,000	\$ 3.00	5,000	130,000	\$ 54.15	\$ 46.00	\$ 8.20	\$ 7,255,665	\$ (6,472,000)	\$ 783,665	\$ 783,665

* PPA terminates 12/31/57

Total = \$ 17,074,475
 NPV @4% = \$ 12,120,962
 at Termination Date

EXHIBIT I

Illustrative Example of the Accumulation of Production Debt Offsets and Performance Credits

Year of Cost Data	NPPD Percentile Rank	Performance Credit < 25 Percentile	Production Debt Offset > 45 Percentile	Accumulated Production Debt Offsets	Banked Performance Credits
2026	26.0	0.0%	0.0%	0.0%	0.0%
2027	20.0	2.0%	0.0%	0.0%	2.0%
2028	15.0	2.0%	0.0%	0.0%	4.0%
2029	26.0	0.0%	0.0%	0.0%	4.0%
2030	26.0	0.0%	0.0%	0.0%	4.0%
2031	35.0	0.0%	0.0%	0.0%	4.0%
2032	46.0	0.0%	5.0%	1.0%	0.0%
2033	47.0	0.0%	5.0%	6.0%	0.0%
2034	49.0	0.0%	5.0%	11.0%	0.0%
2035	47.0	0.0%	5.0%	16.0%	0.0%
2036	46.0	0.0%	5.0%	20.0%	0.0% *
2037	35.0	0.0%	0.0%	20.0%	0.0%
2038	23.0	2.0%	0.0%	18.0%	0.0%
* 20% cap in effect, the 1% additional offset is forfeited.					

EXHIBIT J

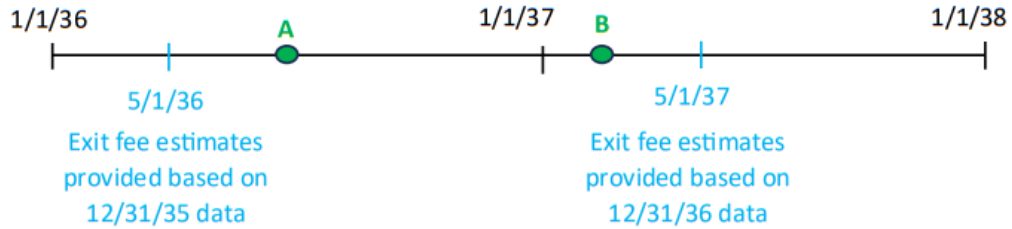
Illustrative Example of Exit Fee Calculation Results and Allocation Among Customers

Exit Fee Components (\$) as of 12/31/37			
Outstanding Production Debt	\$	500,000,000	(A)
Uncommitted Rate Stabilization Account (RSA) Surplus	\$	(60,000,000)	(B)
Aggregated PPA/PSC Stranded Costs/(Benefits)	\$	(25,000,000)	(C)
Total	\$	415,000,000	(D) = MAX[(A + B + C), 0]

Exit Fee Calculator					
CUSTOMER	NPPD Production Revenue (\$)			Allocator	Exit Fee (\$)
	2035	2036	2037		
	(E)	(F)	(G)	(H) = 3-Yr Avg % of Total	(I) = (D) x (H)
1	\$ 4,362,110	\$ 4,424,528	\$ 4,618,808	0.756%	\$ 3,137,400
2	\$ 10,128,665	\$ 10,486,602	\$ 10,537,701	1.757%	\$ 7,291,550
3	\$ 13,445,661	\$ 13,585,093	\$ 14,050,485	2.317%	\$ 9,615,550
4	\$ 19,098,750	\$ 19,627,574	\$ 20,716,383	3.353%	\$ 13,914,950
5	\$ 4,546,402	\$ 4,774,160	\$ 5,058,756	0.811%	\$ 3,365,650
6	\$ 11,405,810	\$ 12,047,185	\$ 12,089,544	2.005%	\$ 8,320,750
7	\$ 25,912,944	\$ 27,678,398	\$ 28,366,396	4.622%	\$ 19,181,300
8	\$ 13,909,545	\$ 15,136,159	\$ 16,391,222	2.563%	\$ 10,636,450
9	\$ 6,370,246	\$ 6,863,337	\$ 7,016,486	1.142%	\$ 4,739,300
10	\$ 5,329,605	\$ 6,203,479	\$ 5,992,298	0.988%	\$ 4,100,200
11	\$ 53,818,891	\$ 55,048,166	\$ 56,136,040	9.306%	\$ 38,619,900
12	\$ 6,467,825	\$ 6,953,318	\$ 7,296,891	1.169%	\$ 4,851,350
13	\$ 8,015,968	\$ 8,081,463	\$ 7,406,189	1.326%	\$ 5,502,900
14	\$ 7,482,601	\$ 8,110,640	\$ 8,788,564	1.375%	\$ 5,706,250
15	\$ 47,926,450	\$ 50,518,326	\$ 52,095,859	8.761%	\$ 36,358,150
16	\$ 7,094,574	\$ 7,702,643	\$ 8,300,904	1.303%	\$ 5,407,450
17	\$ 14,856,201	\$ 14,330,079	\$ 16,404,724	2.571%	\$ 10,669,650
18	\$ 5,355,898	\$ 5,764,199	\$ 6,372,736	0.987%	\$ 4,096,050
19	\$ 8,108,677	\$ 8,130,377	\$ 9,629,925	1.459%	\$ 6,054,850
20	\$ 46,587,053	\$ 48,775,144	\$ 51,708,285	8.295%	\$ 34,424,250
21	\$ 11,076,004	\$ 11,702,045	\$ 11,131,966	1.913%	\$ 7,938,950
22	\$ 7,030,837	\$ 7,015,600	\$ 8,065,196	1.247%	\$ 5,175,050
23	\$ 6,983,330	\$ 7,784,007	\$ 7,601,191	1.262%	\$ 5,237,300
24	\$ 561,453	\$ 586,374	\$ 586,549	0.098%	\$ 406,700
25	\$ 543,213	\$ 562,274	\$ 595,550	0.096%	\$ 398,400
26	\$ 161,939	\$ 161,279	\$ 177,369	0.028%	\$ 116,200
27	\$ 231,599	\$ 221,014	\$ 227,032	0.038%	\$ 157,700
28	\$ 1,739,845	\$ 1,894,688	\$ 2,001,247	0.318%	\$ 1,319,700
29	\$ 112,704	\$ 109,857	\$ 108,230	0.019%	\$ 78,850
30	\$ 2,488,661	\$ 2,434,075	\$ 2,508,527	0.419%	\$ 1,738,850
31	\$ 165,238	\$ 174,033	\$ 179,779	0.029%	\$ 120,350
32	\$ 280,821	\$ 326,070	\$ 326,118	0.053%	\$ 219,950
33	\$ 249,376	\$ 261,974	\$ 271,640	0.044%	\$ 182,600
34	\$ 2,682,679	\$ 2,782,152	\$ 2,825,609	0.468%	\$ 1,942,200
35	\$ 237,112	\$ 250,629	\$ 255,341	0.042%	\$ 174,300
36	\$ 339,550	\$ 344,774	\$ 365,573	0.059%	\$ 244,850
37	\$ 200,877	\$ 203,093	\$ 195,858	0.034%	\$ 141,100
38	\$ 5,483,336	\$ 5,835,009	\$ 6,031,092	0.979%	\$ 4,062,850
39	\$ 10,090,489	\$ 10,683,519	\$ 11,306,179	1.809%	\$ 7,507,350
40	\$ 1,452,624	\$ 1,498,788	\$ 1,555,191	0.254%	\$ 1,054,100
41	\$ 250,288	\$ 259,941	\$ 267,974	0.044%	\$ 182,600
42	\$ 14,210,413	\$ 14,719,543	\$ 15,145,696	2.486%	\$ 10,316,900
43	\$ 144,244	\$ 153,778	\$ 156,277	0.026%	\$ 107,900
44	\$ 4,890,916	\$ 4,879,461	\$ 5,446,678	0.858%	\$ 3,560,700
45	\$ 62,253	\$ 64,961	\$ 67,004	0.011%	\$ 45,650
46	\$ 854,217	\$ 880,821	\$ 918,674	0.150%	\$ 622,500
47	\$ 18,432	\$ 18,851	\$ 18,502	0.003%	\$ 12,450
48	\$ 177,456	\$ 189,620	\$ 195,617	0.032%	\$ 132,800
49	\$ 606,257	\$ 631,170	\$ 639,985	0.106%	\$ 439,900
50	\$ 2,309,793	\$ 2,459,698	\$ 2,466,229	0.408%	\$ 1,693,200
51	\$ 1,808,986	\$ 1,813,624	\$ 1,816,575	0.307%	\$ 1,274,050
52	\$ 316,650	\$ 345,446	\$ 347,039	0.057%	\$ 236,550
53	\$ 108,623	\$ 105,479	\$ 115,135	0.019%	\$ 78,850
54	\$ 327,263	\$ 350,940	\$ 363,836	0.059%	\$ 244,850
55	\$ 3,681,888	\$ 3,519,206	\$ 3,622,560	0.610%	\$ 2,531,500
56	\$ 1,542,712	\$ 1,650,675	\$ 1,658,816	0.274%	\$ 1,137,100
57	\$ 366,301	\$ 364,969	\$ 375,320	0.062%	\$ 257,300
58	\$ 3,256,812	\$ 3,406,157	\$ 3,583,017	0.578%	\$ 2,398,700
59	\$ 189,231	\$ 197,012	\$ 197,706	0.033%	\$ 136,950
60	\$ 155,647,054	\$ 166,345,046	\$ 171,013,243	27.802%	\$ 115,378,300
TOTALS:				100.000%	\$ 415,000,000

EXHIBIT K

Example of Data Used in Calculating Customer's Final Exit Fee Amount



		Termination Scenarios	
		A	B
1	Termination Notice	7/2/36	3/11/37
2	May 1 st Exit Fee Info Available at the Time of Notice	12/31/35	12/31/35
3	Termination Date	12/31/39	12/31/40
Data Used in Calculation of Customer's Final Exit Fee Amount:			
4	• Outstanding Production Debt \$ *	As of 12/31/39	As of 12/31/40
5	• PPA/PSC Output, Cost, and Market Price Estimates *	Use data as of 12/31/38 to calculate stranded costs/benefits as of 12/31/39	Use data as of 12/31/39 to calculate stranded costs/benefits as of 12/31/40
6	• Rate Stabilization Account Credit	Uncommitted balance as of 10/31/39	Uncommitted balance as of 10/31/40
7	• Allocator (Production Revenues)	Avg. 2036-2038 data	Avg. 2037-2039 data
8	• Discount Rate	As of 12/31/38	As of 12/31/39

* Only includes outstanding debt and stranded costs/benefits for PPA/PSCs that the departing Customer is responsible for in the exit fee calculation. This includes all debt that is outstanding, and all PPA/PSCs that NPPD has executed, prior to the Customer providing termination notice to NPPD, and any subsequent debt for new generation resources and stranded costs/benefits for new PPA/PSCs entered into between the time of termination notice and the Customer's Termination Date where the Customer did not provide termination notice during the 180/90 day NPPD notice periods for such new generation resource debt and PPA/PSCs.

2. Discussion with Seward Public Schools for Potential Long-Term Lease of the Legion Baseball Field - City Administrator Butcher
3. Consideration of Approval of a Work Order (#3) with M.E. Collins Contracting, Co. for the Worthman Boulevard Extension Project - City Administrator Butcher



PROJECT Worthman Blvd Extension

PROJECT NO. 010717.001

WORK ORDER NO. 3

CONTRACT DATE: _____ DATE: 10/12/25
 CONTRACTOR: ME Collins Contracting OWNER: City of Seward

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Storm Sewer Realignment


The existing 18" Nyoplast storm sewer line from proposed Manhole #10 to existing Nyoplast riser (approx. Sta. 501+60 on Pine St.) will no longer function as intended. Contractor shall construct new 18" concrete storm sewer pipe from Manhole #10 to new Manhole #11 and then along new alignment, run #33, to outlet and FES at approx. Sta. 501+00 along Pine St.

The Nyoplast riser and existing run from Manhole #11 shall be abandoned and filled with flowable fill. The existing Nyoplast run from Manhole #10 to proposed Manhole #11 shall be removed.

The following plan items are affected as follows:

Line	Item	Description	Qty	Unit	Unit Cost	Extended Cost
6		ROCK RIPRAP, TYPE B	19	TON	132.80	2,523.20
8		RIPRAP FILTER FABRIC	34	SY	5.30	180.20
12	1117.00	REMOVE MANHOLE	-1	EA	777.00	-777.00
21		DETECTABLE WARNING PANEL	14	SF	35.30	494.20
		4" CONCRETE CLASS 47B-3500	14	SY	62.30	872.20
22		SIDEWALKS				
27		REMOVE STORM SEWER PIPE	72	LF	17.50	1,260.00
		CLASS 47B-3000 CONCRETE FOR				
28	4107.04	CONCRETE COLLARS	-0.42	CY	738.00	-309.96
			-	LB	4.60	-174.80
29	4157.00	REINFORCING STEEL FOR COLLARS	38.00			
33	P700.18	18" STORM SEWER PIPE, TYPE 2, Class III	186	LF	69.80	12,982.80
54		SEEDING, TYPE B	0.01	ACRE	1453.00	14.53
56		EROSION CONTROL, CLASS 1D	49	SY	1.60	78.40
CO 1		Remove Flared End Section	1.00	EA	368.00	368.00
CO 2		Abandon Area Inlet	1.00		998.00	998.00
CO 3		Flowable fill concrete	8.00	CY	454.00	3,632.00
CO 4		18" Conc Flared End Section	1.00	EA	1,397.50	1,397.50
						23,539.27

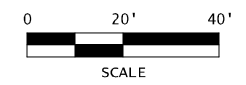
See attached for plan revisions.

Acceptance of Work Order	
For the Contractor	For the Owner
Signature: 	Signature:
Name: Christopher Woodward	Name:
Title: Vice President	Title:
Date: 10-15-25	Date:

The Schemmer Associates Inc.

**1044 N. 115th Street, Omaha, Nebraska
Phone - (402) 493-4800 Fax - (402) 493-7951**

Design with Purpose. Build with Confidence.
 333 SOUTH 21ST STREET, SUITE 102
 LINCOLN, NEBRASKA 68510
 CERTIFICATE OF AUTHORIZATION: CA-0666



10-07-2025

REMOVE INLET		
STATION	SIDE	EACH
124+18.56	54.36' LT.	1
124+54.43	54.75' LT.	1

REMOVE MANHOLE		
STATION	SIDE	EACH
501+68.10	20.02' LT.	1
504+00.12	20.66' LT.	1

REMOVE STORM SEWER PIPE		
STATION TO	STATION	SIZE
124+18.56, 54' LT	124+54.43, 55' LT.	12" X 36'
503+54.26, 18' LT	504+00.12, 21' LT	18" X 46'
502+89.89, 19' LT	503+54.26, 18' LT	18" X 64'
502+18.81, 19' LT		136'
504+00.12, 21' LT	504+04.89, 27' LT	18" X 8'

REMOVE FLARED END SECTION		
STATION	SIDE	EACH
501+07.75	1.70' RT.	1

BUILD CONCRETE COLLAR						
NO.	STATION	SIDE	SIZE	Δ	CONCRETE	STEEL
9	123+62.00	CL	11	-	-	-
10	124+17.61	CL	11	-	-	-
11	501+68.10	20.02' LT.	11	-	-	-
12	504+00.12	20.66' LT.	11	-	-	-

BUILD MANHOLE, PLAN 435							
NO.	STATION	SIDE	FRAME	FLANGE	RING	DIAMETER*	COVER TYPE
9	123+62.00	CL	II	-	-	48"	A
10	124+17.61	CL	II	-	-	48"	A
11	501+68.10	20.02' LT.	II	-	-	48"	A
12	504+00.12	20.66' LT.	II	-	-	48"	A

* FOR INFORMATION ONLY - CONTRACTOR TO CONFIRM MANHOLE DIAMETER WITH MANUFACTURER.

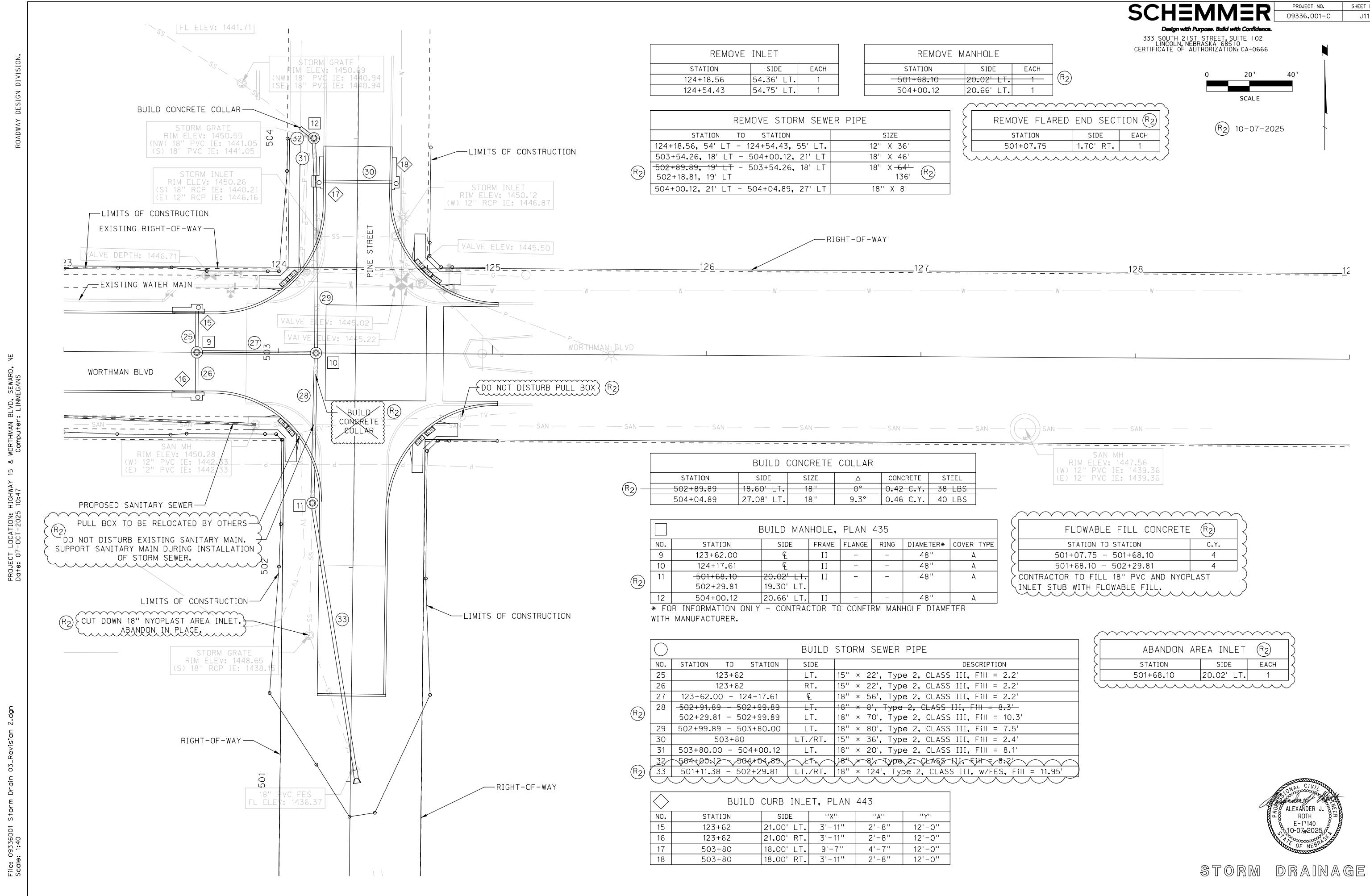
BUILD STORM SEWER PIPE						
NO.	STATION TO	STATION	SIDE	DESCRIPTION		
25	123+62		LT.	15" x 22', Type 2, CLASS III, Fill = 2.2'		
26	123+62		RT.	15" x 22', Type 2, CLASS III, Fill = 2.2'		
27	123+62.00 - 124+17.61		CL	18" x 56', Type 2, CLASS III, Fill = 2.2'		
28	502+91.89 - 502+99.89		LT.	18" x 8', Type 2, CLASS III, Fill = 8.3'		
	502+29.81 - 502+99.89		LT.	18" x 70', Type 2, CLASS III, Fill = 10.3'		
29	502+99.89 - 503+80.00		LT.	18" x 80', Type 2, CLASS III, Fill = 7.5'		
30	503+80		LT./RT.	15" x 36', Type 2, CLASS III, Fill = 2.4'		
31	503+80.00 - 504+00.12		LT.	18" x 20', Type 2, CLASS III, Fill = 8.1'		
32	504+00.12 - 504+04.89		LT.	18" x 8', Type 2, CLASS III, Fill = 8.2'		
33	501+11.38 - 502+29.81		LT./RT.	18" x 124', Type 2, CLASS III, w/FES, Fill = 11.95'		

BUILD CURB INLET, PLAN 443					
NO.	STATION	SIDE	"X"	"A"	"Y"
15	123+62	21.00' LT.	3'-11"	2'-8"	12'-0"
16	123+62	21.00' RT.	3'-11"	2'-8"	12'-0"
17	503+80	18.00' LT.	9'-7"	4'-7"	12'-0"
18	503+80	18.00' RT.	3'-11"	2'-8"	12'-0"

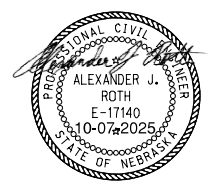
FLOWABLE FILL CONCRETE	
STATION TO STATION	C.Y.
501+07.75 - 501+68.10	4
501+68.10 - 502+29.81	4

CONTRACTOR TO FILL 18" PVC AND NYOPLAST INLET STUB WITH FLOWABLE FILL.

ABANDON AREA INLET		
STATION	SIDE	EACH
501+68.10	20.02' LT.	1



ROADWAY DESIGN DIVISION
 PROJECT LOCATION: HIGHWAY 15 & WORTHMAN BLVD, SEWARD, NE
 Date: 07-01-2025 10:47
 Computer: LINNEGANS
 File: 09336001 Storm Drain 03_Revision 2.dgn
 Scale: 1:40



STORM DRAINAGE

4. Consideration of a Pipeline Agreement with BNSF for the Worthman Boulevard Watermain Extension Project in the Amount of \$3,900 - City Administrator Butcher
(Added at 4:30P on 10/20)

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2025 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **City of Seward**, a Nebraska municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline[s], 16 inches in diameter inside a(n) 30 inch steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Seward, County of Seward, State of Nebraska, Line Segment 0004, Mile Post 29.00 as shown on the attached Drawing No. 95593, dated August 28, 2025, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry drinking water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of three thousand nine hundred and No/100 Dollars (\$3,900.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
- 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
- 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's representative or the Scheduling Agent at ROWCoordinator@BNSF.com at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. Only in the event of emergency, Licensee shall notify Licensor's Roadmaster of entry onto the Premises, at the telephone (308) 672-8482, as soon as practicable and shall promptly thereafter follow up with written notice of such entry to the email provided above.
- 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
- 11.8 Intentionally deleted.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location

service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,266.00.

- Licensee may **elect** to participate in Licensor's Blanket Policy;
- Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.

15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of

subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

- 15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.
- 15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.
- 15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.
- 15.6.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.
- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensor's property. Upon request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C.

§1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. **Liens and Charges.** Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. **Taxes.** Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. **Default and Termination.** In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
 - 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
 - 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
 - 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
 - 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. **Surrender of the Premises.**
 - 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
 - 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;

- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

MISCELLANEOUS

25. **Successors and Assigns.** All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. **Assignment.**
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE

LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Seward
333 S. 21st Street, Suite 102
Lincoln, NE 68510

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the

extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131

By: _____

Patricia Villegas
Vice President, Permits

LICENSEE:

City of Seward, a(n) Nebraska municipality

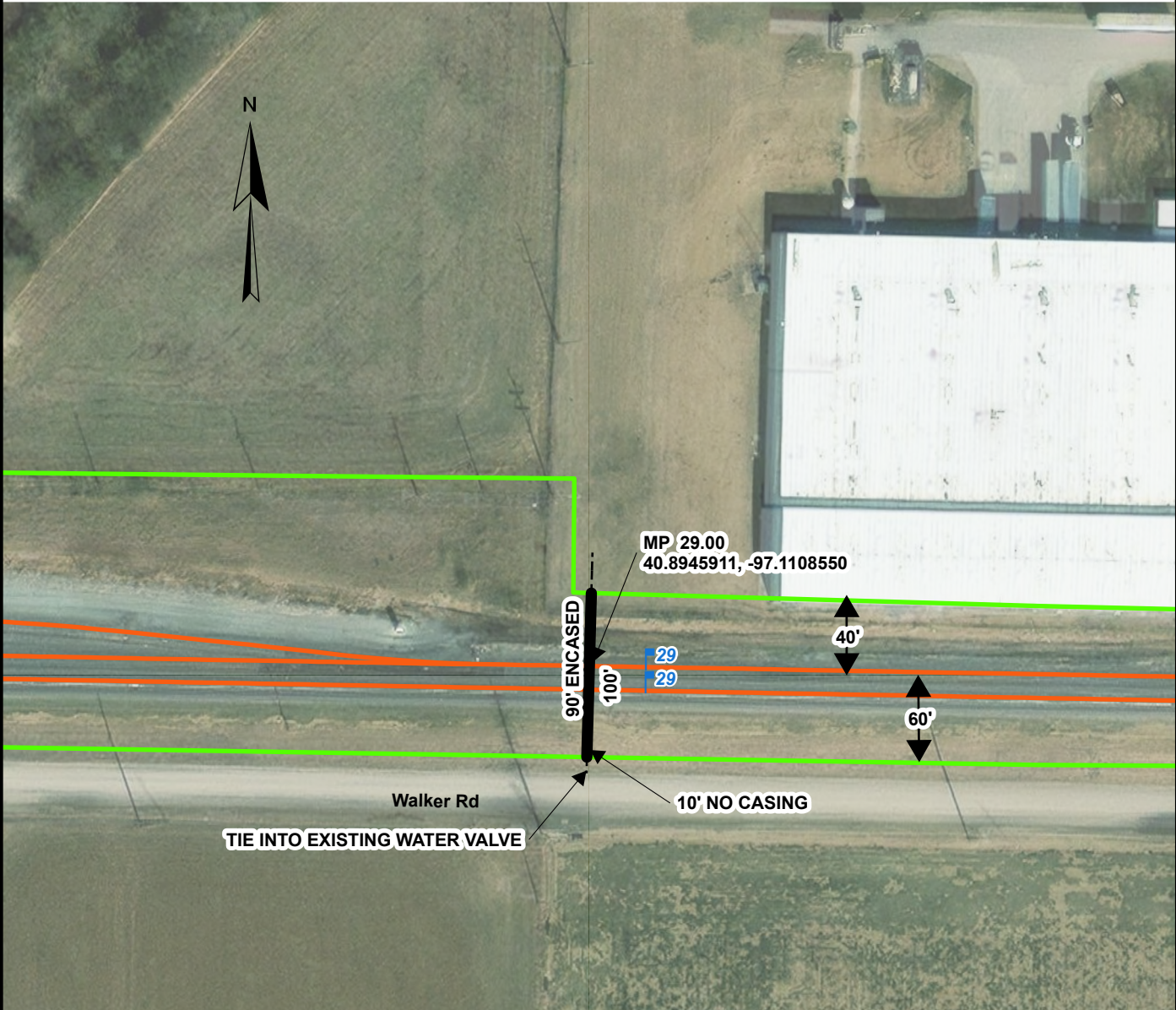
By: _____

SCALE: 1 IN = 100 FT
 HEARTLAND DIV.
 RAVENNA SUBDIV.
 L.S. 0004 MP: 29.00
 DATE: 8/28/2025

EXHIBIT "A"

SECTION: 29
 TOWNSHIP & RANGE:
 11N, 3E
 MERIDIAN: 6PM

MAP REF. R77093



DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>16"</u>	<u>30"</u>	LENGTH ON R/W:	<u>100'</u>	<u>90'</u>
CONTENTS:	<u>DRINKING WATER</u>		WORKING PRESSURE:	<u>80 PSI</u>	
PIPE MATERIAL:	<u>PVC</u>	<u>STEEL</u>	BURY: BASE/RAIL TO TOP OF CASING		<u>12.11'</u>
SPECIFICATIONS / GRADE:	<u>DR-18</u>	<u>GRADE B</u>	BURY: NATURAL GROUND		<u>8.58'</u>
WALL THICKNESS:	<u>0.967"</u>	<u>0.406"</u>	BURY: ROADWAY DITCHES		<u>-</u>
COATING:	<u>-</u>	<u>BONDED EPOXY</u>	CATHODIC PROTECTION		<u>NO</u>

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

SEWARD
 COUNTY OF SEWARD

STATE OF NE

JPG

Docusign Envelope ID: 9C8B8F58C-F477-43DE-B56B-5A64DB4E3235



BNSF Scheduling Agent Process

What to expect after your permit for utility installation is executed

Fee Structure (effective 05/05/2025)

Scheduling Agent Services

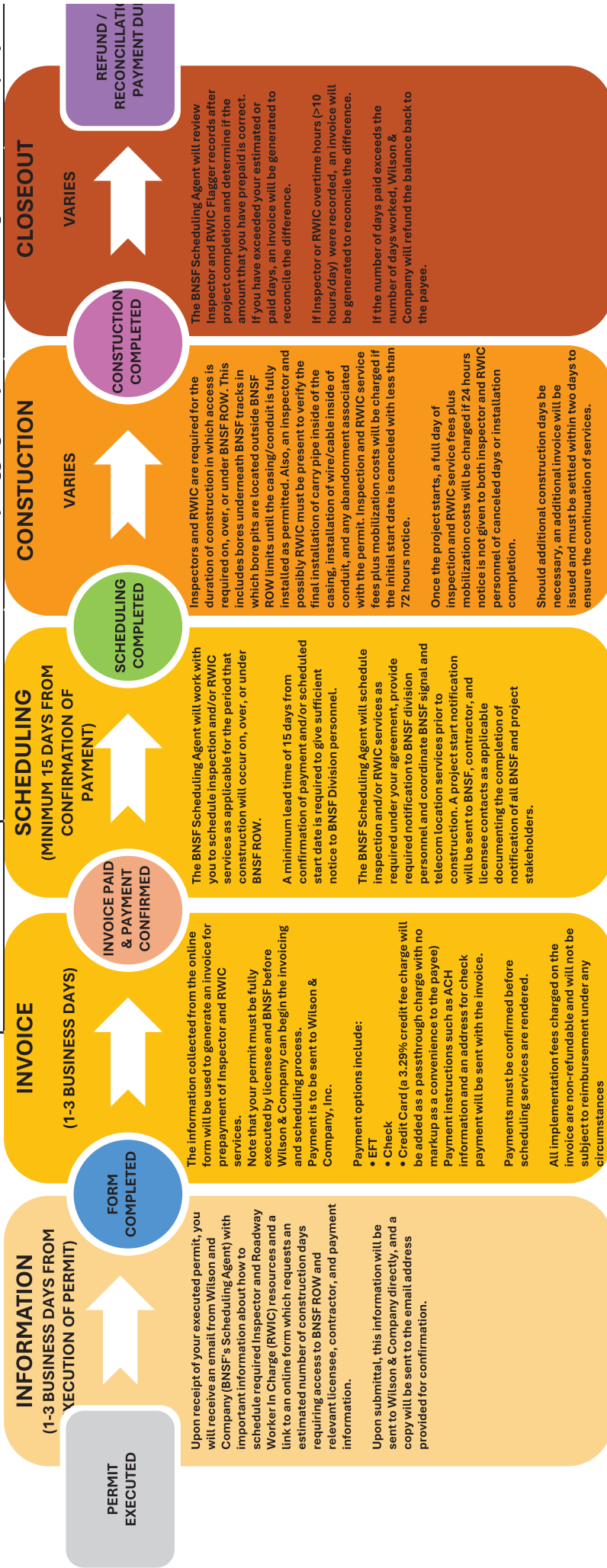
Services	L1 Duration ≤ 15 Days	L2 15 < Duration ≤ 45 Days	L3 Duration > 45 Days
Project Implementation	\$3,500	\$6,250	\$9,000

Utility Inspection and Coordination Services

Utility Inspection	Per Day 10 Hours or Less	Per Hour over 10 Hours	Mobilizations	Additional Mobilization
Flagging	\$1,500	\$165	\$450	\$450

Third Party Flagging

Reimbursed at cost incurred by flagging entity and invoiced through Wilson & Company



Typical time frames are estimates only and are provided strictly for informational purposes. No guarantees of minimum or maximum times are expressed or implied.

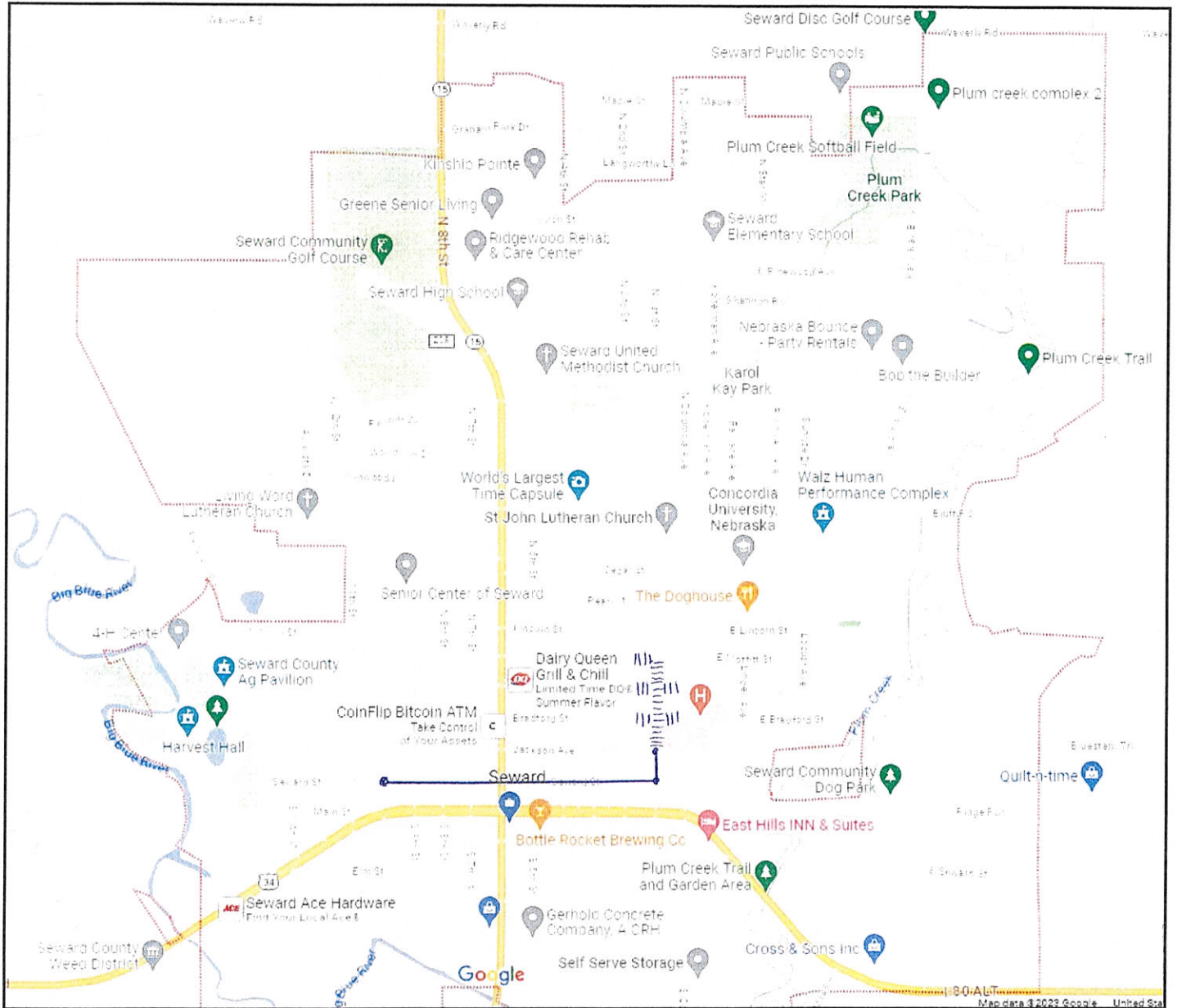
- All employees and contractors involved in utility installation or construction work on BNSF right-of-way (ROW) must complete the required Safety Orientation Training and/or eRailSafe, as specified in their agreement. Additionally, all utility agreements must review of the BNSF Utility Accommodation Policy prior to accessing BNSF property.
- A positive balance of pre-paid inspection and/or RWIC days are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. It is the licensee's responsibility to ensure that a sufficient number of days to complete construction have been fully funded.

5. Consideration of a Resolution Approving a Street Closure Crossing Hwy 15 for Seward County Chamber & Development Partnership Christmas Festival Annual Lighted Christmas Parade on November 29, 2025 - City Clerk Bargmann

If an event involves a street closure, please complete the appropriate 'street closure' form and return to: City Clerk, 537 Main Street, Seward, NE 68434.

If a parade or march, please indicate the route of the event below and note the following:

- No alcoholic beverages in street or public right-of-way
- No excessive and prolonged noise or music
- Assurance that clean-up of streets is performed by organization



<p><u>FOR CITY OF SEWARD USE ONLY</u></p>	<p>DATE SENT TO STATE: _____</p> <p>DATE INS. INFO RECD: _____</p> <p>DATE PERMIT ISSUED: _____</p>
<p>MAYOR APPROVAL:</p> <p>_____</p>	<p>_____</p>
<p>CHIEF OF POLICE APPROVAL:</p> <p>_____</p>	<p>_____</p>
<p>STREET SUPERINTENDENT APPROVAL:</p> <p>_____</p>	<p>_____</p>



P.O. Box 38, 537 Main Street, Seward, Nebraska 68434. Phone: 402-643-2928. Fax: 402-643-6491. www.CityofSewardNE.gov

APPLICATION FOR TEMPORARY STREET CLOSURE PERMIT

I, the undersigned, having read and understand the City of Seward Street Closure Policy, which includes the following provisions:

- No alcoholic beverages in street or public right-of-way
- No closures allowed on 4th of July
- No excessive and prolonged noise or music
- Assurance that all clean-up of streets is performed
- Applicant must file a Certificate of Liability Insurance naming the City of Seward as insured in the amount of \$1 million.

do hereby petition for the closure of

Seward St/ & N 1st between 1st & 10th/ & Jackson & Seward
(STREET NAME) (LIST BOTH CROSS STREETS AND ADDRESSES)

on November 29th, 2025 from 2pm to 7pm for the purpose of
(DATE) (TIME) (TIME)

Lighted Christmas Parade for approximately 2000 people.

Additionally, I **DO**/ DO NOT (CIRCLE ONE) request any barricades to be supplied from the City.

If yes, I would like the barricades delivered to the site on 11/29/25 by 2pm.
(DATE) (TIME)

Seward County Chamber and Development Partnership		402-641-3389
APPLICANT'S NAME	ORGANIZATION NAME	TELEPHONE NO.
616 Bradford St.	Seward NE	68434
APPLICANT'S/ORG. ADDRESS	CITY	STATE ZIP

[Handwritten Signature]
APPLICANT'S SIGNATURE

11/16/25
DATE

*****APPLICANT MUST COMPLETE PAGE 2 FOR VALID APPLICATION*****

A Certificate of Liability Insurance naming the City of Seward as additionally insured in the amount of \$1,000,000 is required. The insurance certificate must show evidence of coverage specific to the event and activities to be conducted. The City Clerk must have the insurance certificate in hand before a permit will be issued.

Date insurance certificate filed with City: _____

FOR CITY OF SEWARD USE ONLY	DATE PERMIT ISSUED: _____
MAYOR APPROVAL:	_____
CHIEF OF POLICE APPROVAL:	_____
STREET SUPERINTENDENT APPROVAL:	_____

****PLEASE PRINT PAGE 2 TO SEPARATE PAGE****

RESIDENTS/OWNERS OF PROPERTY ABUTTING STREET CLOSURE

We, the undersigned, do hereby consent to the Temporary Street Closure Permit as described in this application (Only one adult signature needed per address):

ADDRESS PRINTED NAME SIGNATURE

ADDRESS PRINTED NAME SIGNATURE

ADDRESS PRINTED NAME SIGNATURE

ADDRESS PRINTED NAME SIGNATURE

ADDRESS PRINTED NAME SIGNATURE

ADDRESS PRINTED NAME SIGNATURE

ADDRESS PRINTED NAME SIGNATURE

ADDRESS PRINTED NAME SIGNATURE

ADDRESS PRINTED NAME SIGNATURE

ADDRESS PRINTED NAME SIGNATURE

ADDRESS PRINTED NAME SIGNATURE

ADDRESS PRINTED NAME SIGNATURE



P.O. Box 38, 537 Main Street, Seward, Nebraska 68434. Phone: 402-643-2928. Fax: 402-643-6491. www.CityofSewardNE.gov

APPLICATION FOR PARADE, MARCH OR SPECIAL EVENT

IF THIS PARADE, MARCH, OR SPECIAL EVENT INVOLVES THE TEMPORARY USE OF ANY PORTION OF THE STATE HIGHWAY SYSTEM OR CITY FACILITIES, FORMAL ACTION BY THE CITY COUNCIL IS REQUIRED. THE CITY IS REQUIRED TO PROVIDE 30 DAYS NOTICE TO THE STATE OF NEBRASKA REGARDING HIGHWAY USE. THE COUNCIL MEETS THE 1ST & 3RD TUESDAYS OF EVERY MONTH AND REQUESTS MUST BE RECEIVED BY NOON ON WEDNESDAY PRIOR TO THE NEXT COUNCIL MEETING AND MUST INCLUDE A COPY OF THE INSURANCE POLICY FROM THE SPONSORING ORGANIZATION.

We, the undersigned, hereby apply for a permit for a **(CIRCLE ONE)**:

Parade

March

Special Event

on Sat. Nov 29th, 2025 from 5:30 to 6:30 for the purpose of _____
(DATE) (TIME) (TIME)

Lighted Christmas Parade for approximately 2000 people.

The location of the event will be held at the following address(es): _____
Seward St. from 1st to 10th/ 1st Street from Jackson to Seward

Additionally, we request the following from the City: **X** barricades _____ picnic tables
to be delivered to the site by (Date/Time) 11/29/25 by 2pm at the following location(s):

Along the route- both sides of the streets

Lastly, we intend to sell or offer the following during the event **(CHECK ALL THAT APPLY)**:

- Food Alcohol Other: _____

Additional Comments: The IIIII lines on the map indicate parade line-up locations. We would like to request street closures for these locations as well: Bradford and Roberts- 1blk east & west of 1st and Moffit- 1blk west of 1st

APPLICANT INFORMATION

SCCDP/ Christmas Festival Committee	tiffany@cultivatesewardcounty.com	402-641-3389
APPLICANT'S/ORG. NAME	EMAIL ADDRESS	TELEPHONE NO.
616 Bradford St.	Seward NE	68434
APPLICANT'S/ORG. ADDRESS	CITY STATE	ZIP

Tiffany
APPLICANT'S SIGNATURE

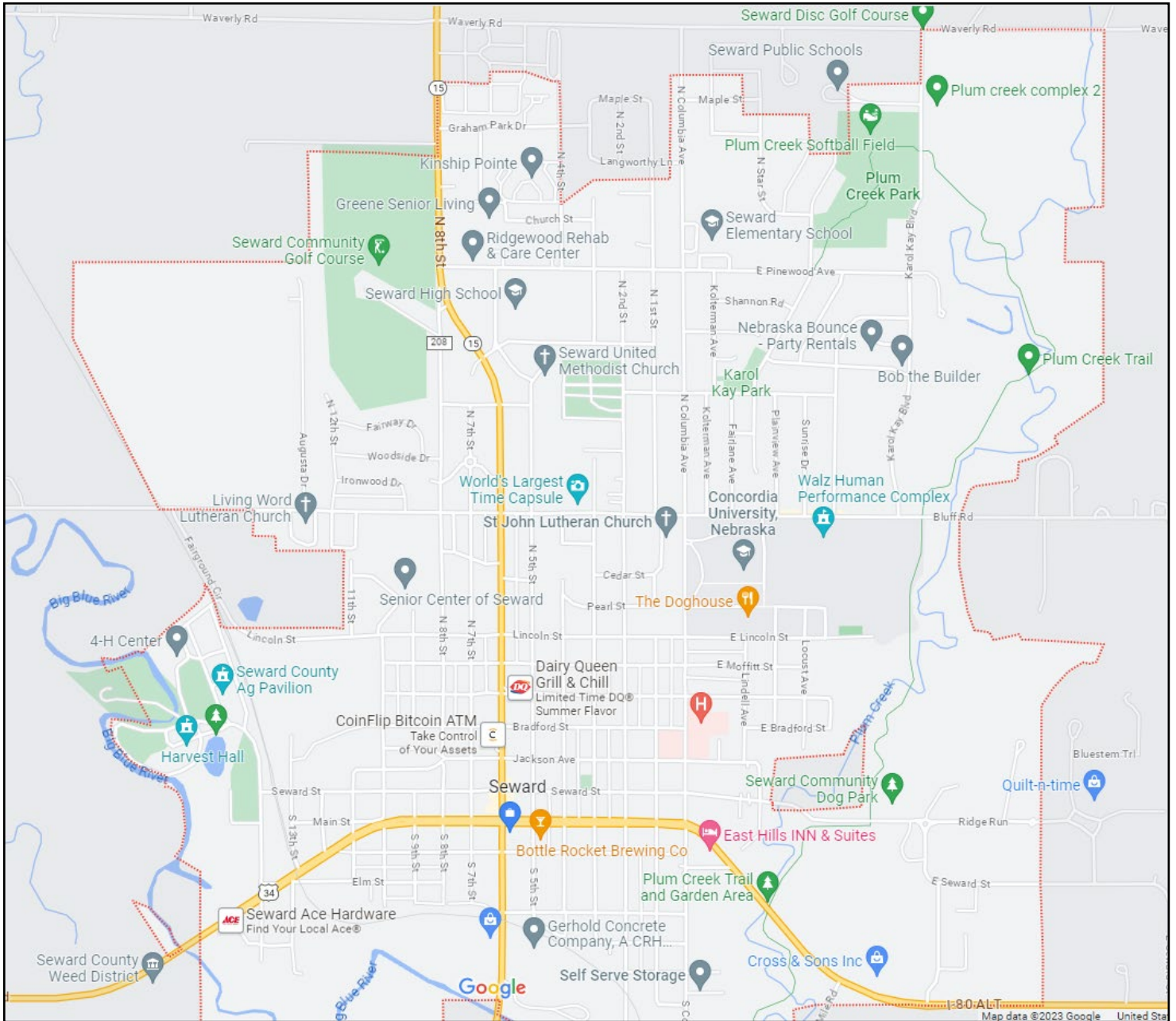
10/06/2025
DATE

A Certificate of Liability Insurance naming the City of Seward as additionally insured in the amount of \$1,000,000 is required. The insurance certificate must show evidence of coverage specific to the event and activities to be conducted. The City Clerk must have the insurance certificate in hand before a permit is issued.

If an event involves a street closure, please complete the appropriate 'street closure' form and return to: City Clerk, 537 Main Street, Seward, NE 68434.

If a parade or march, please indicate the route of the event below and note the following:

- No alcoholic beverages in street or public right-of-way
- No excessive and prolonged noise or music
- Assurance that clean-up of streets is performed by organization



<p><u>FOR CITY OF SEWARD USE ONLY</u></p>	<p>DATE SENT TO STATE: _____</p> <p>DATE INS. INFO RECD: _____</p> <p>DATE PERMIT ISSUED: _____</p>
<p>MAYOR APPROVAL:</p> <p>_____</p>	<p>_____</p>
<p>CHIEF OF POLICE APPROVAL:</p> <p>_____</p>	<p>_____</p>
<p>STREET SUPERINTENDENT APPROVAL:</p> <p>_____</p>	<p>_____</p>

RESOLUTION NO. 2025-35

WHEREAS, the Seward County Chamber & Development Partnership Christmas Festival Committee Annual Lighted Christmas Parade is scheduled for November 29, 2025; and

WHEREAS, the City of Seward wishes to support this annual event; and

WHEREAS, it is necessary to close Highway 15 at the intersection of Seward Street and Highway 15 for the Parade from 2:00 p.m. to 7:00 p.m.; and

WHEREAS, the road closure described above must be approved by the State of Nebraska Department of Roads;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA THAT:

The City Clerk is hereby authorized to forward this resolution to the State of Nebraska Department of Roads for the closing of Nebraska Highway 15 as defined above for the festivities to be held on November 29, 2025, in Seward, Nebraska.

The Mayor declared the resolution adopted.

Dated: October 21, 2025

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier, Mayor

Derek Bargmann, City Clerk

(SEAL)

6. Consideration of an Amendment with the Southeast Nebraska Development District (SEND) for General Administration and Construction Management of CDBG # 21DTR011 - City Administrator Butcher

AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT | 21DTR011

This Amendment is made as of the last date of signature below, to the Professional Service Agreement (the "Original Contract") variously dated November 16, 2021 by the City of Seward, Nebraska (the "City") and November 17, 2021 by the Southeast Nebraska Development District ("SENDD").

WHEREAS, the City and SENDD entered into the Original Contract for the purpose of general administration of the Downtown Revitalization Project #21-DTR-011, in relation to the City's CDBG grant agreement with the Nebraska Department of Economic Development (NDED); and

WHEREAS, the Original Contract is scheduled to terminate on April 24, 2024; and

WHEREAS, the parties wish to extend the term of the Original Contract to ensure the completion of the project objectives and compliance with the NDED CDBG program requirements;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Original Contract as follows:

1. Extension of Term.

The termination date of the Original Contract, as defined in Section 2 "Time of Performance" of the Original Contract, is hereby extended as follows:

- i. The new termination date shall coincide with the date of the NDED issued **Certificate of Completion**.

2. Continuation of Services.

Except as expressly amended herein, SENDD shall continue to perform the services as described in the Original Contract and Attachment "A" - Scope of Services and Fee Schedule: CDBG Administration, under the terms and conditions stated therein.

3. Compensation.

The total amount reimbursable under the Original Contract shall remain unchanged unless otherwise agreed upon by both parties in writing. Any additional compensation for the extension period will be subject to mutual agreement and adherence to applicable CDBG and federal funding guidelines.

4. Effective Date.

This Amendment shall be retroactively effective to April 24, 2024, which was the original termination date of the Original Contract.

5. Entire Agreement; Conflict.

This Amendment, together with the Original Contract, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Amendment, the Original Contract, and any other documents referenced herein or therein (including Attachment "A"), the following order of precedence shall govern: first, this Amendment; second, the Original Contract; and third, any other documents referenced herein or therein.

6. Ratification.

Except as specifically amended above, the Original Contract remains unchanged and in full force and effect. The execution of this Amendment shall not operate to waive any right, power, or remedy of the parties under the Original Contract, nor shall it constitute a waiver of any provision of the Original Contract.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CITY OF SEWARD, NEBRASKA

By: _____

Name: Joshua Eickmeier

Title: Mayor

Date: _____

SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT (SEND)

By: _____

Name: Tom Bliss

Title: Executive Director

Date: _____

AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT | 21DTR011

This Amendment is made as of the last date of signature below, to the Professional Service Agreement (the "Original Contract") variously dated April 20, 2022 by the City of Seward, NE (the "City") and April 21, 2022 by the Southeast Nebraska Development District ("SEND").

WHEREAS, the City and SEND entered into the Original Contract for the purpose of construction management of the Downtown Revitalization Project #21-DTR-011, in relation to the City's CDBG grant agreement with the Nebraska Department of Economic Development (NDED); and

WHEREAS, the Original Contract is scheduled to terminate on April 25, 2024; and

WHEREAS, the parties wish to extend the term of the Original Contract to ensure the completion of the project objectives and compliance with the NDED CDBG program requirements;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Original Contract as follows:

1. Extension of Term.

The termination date of the Original Contract, as defined in Section 2 "Time of Performance" of the Original Contract, is hereby extended as follows:

- i. The new termination date shall coincide with the agreement performance end date between the City and NDED as either stated in the original Subrecipient Agreement or as later amended by an approved extension.

2. Continuation of Services.

Except as expressly amended herein, SEND shall continue to perform the services as described in the Original Contract and Attachment "A" - Scope of Services and Fee Schedule: CDBG Administration, under the terms and conditions stated therein.

3. Compensation.

The total amount reimbursable under the Original Contract shall remain unchanged unless otherwise agreed upon by both parties in writing. Any additional compensation for the extension period will be subject to mutual agreement and adherence to applicable CDBG and federal funding guidelines.

4. Effective Date.

This Amendment shall be retroactively effective to April 25, 2024, which was the original termination date of the Original Contract.

5. Entire Agreement; Conflict.

This Amendment, together with the Original Contract, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Amendment, the Original Contract, and any other documents referenced herein or therein (including Attachment "A"), the following order of precedence shall govern: first, this Amendment; second, the Original Contract; and third, any other documents referenced herein or therein.

6. Ratification.

Except as specifically amended above, the Original Contract remains unchanged and in full force and effect. The execution of this Amendment shall not operate to waive any right, power, or remedy of the parties under the Original Contract, nor shall it constitute a waiver of any provision of the Original Contract.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CITY OF SEWARD, NEBRASKA

By: _____

Name: Joshua Eickmeier

Title: Mayor

Date: _____

SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT (SEND)

By: _____

Name: Tom Bliss

Title: Executive Director

Date: _____

7. Consideration of Approval of Audit Engagement Letter with AMGL to Conduct the City's Annual Audit - City Administrator Butcher

July 9, 2025

Honorable Mayor and City Council
City of Seward
537 Main St.
P.O. Box 38
Seward, NE 68434

We are pleased to confirm our understanding of the services we are to provide for the City of Seward for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Seward as of and for the year ended September 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Seward's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Seward's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules

SHAREHOLDERS:

Marcy J. Luth
Heidi A. Ashby
Christine R. Shenk
Michael E. Hoback
Joseph P. Stump
Kyle R. Overturf
Tracy A. Cannon
Jamie L. Clemans
Travis L. Arnold

3123 W. Stolley Park Rd.
Suite A
P.O. Box 1407
Grand Island, NE 68802
P 308-381-1810
F 308-381-4824
EMAIL cpa@gjcpas.com

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Seward's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. Combining Financial Statements – Nonmajor Governmental Funds
2. Combining Financial Statements – Component Units

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records of the City of Seward and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and

abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Revenue recognition
- 3) Identification of expenditures of Federal awards
- 4) Estimation of TIF receivables and payables

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Seward's compliance with provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information are reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with a modified cash and accrual basis of accounting, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed

to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements and related notes and maintaining the depreciation schedules of the City of Seward in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will also assist in preparing the budget of the City of Seward in conformity with the cash basis of accounting based on the information you provide. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, related notes, depreciation schedule, and budget services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, related notes, depreciation schedules, budget, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, related notes, depreciation schedules, and budget, and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel is unavailable to provide the necessary assistance

in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to the City of Seward; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of AMGL, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of AMGL P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Tracy A. Cannon, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately November 6, 2025.

This assignment will be undertaken at our regular hourly rates, inclusive of any out-of-pocket expenses. We estimate our fee for the audit will not exceed \$30,100 for the City, and our fee for the audit of the Seward Library Foundation will not exceed \$2,100. We will bill 40 percent of the audit fee upon completion of the audit fieldwork, with the balance of the audit fee billed as work is completed, approximately every four weeks. Payment is due within 30 days of the invoice date. This engagement does not include any services not specifically included in this letter. Additional services that you may request will be subject to arrangements made at the time requested.

Please keep in mind that the cost is directly related to the amount of time spent and understand that we will make every effort to keep our time at a minimum while not sacrificing the standard of work that is required to ensure that a meaningful report is issued. We are dedicated to the principle of offering timely, professional services at the lowest possible cost. In that light, please understand that our estimate of cost is based on this philosophy and that if time requirements are less than projected, the cost will be proportionately smaller and vice versa.

Whenever possible, we will utilize your staff to reduce our time and the related cost for services. To maximize the use of our time at your office, we will provide a list of schedules to be prepared and procedures that need to be performed prior to our arrival.

Should we become involved in a regulatory agency investigation or judicial proceeding as a result of this engagement, and are not determined to be liable, you agree to indemnify and hold us harmless with respect to all expenses, costs, legal fees and charges for the time of our people incurred in connection therewith.

We look forward to providing the services described in this letter, as well as other accounting services agreeable to us both. In the unlikely event that any differences concerning our services or fees should arise that are not resolved by mutual agreement, we both recognize that the matter will probably involve complex business or accounting issues that would be decided equitably to both parties by a judge hearing the evidence without a jury. Accordingly, you and we agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or fees.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2023 peer review report is available on the AICPA website.

Reporting

We will issue written reports upon completion of our audit of the City of Seward's financial statements. Our reports will be addressed to the City Council of the City of Seward. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Seward is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial

Honorable Mayor and City Council
City of Seward
July 9, 2025
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audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Seward and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,

AMGL, P.C.



Marcy J. Luth, CPA

ml/dkk/19377

Enclosure

RESPONSE:

This letter correctly sets forth the understanding of the City of Seward.

Management signature: _____

Title: _____

Date: _____

CITY ADMINISTRATOR'S REPORT

CITY ADMINISTRATORS REPORT – 10/21/25

The departments are working on the following projects to name a few:

- Monitoring a number of street projects including: East Seward (final items), design on East Hillcrest, drainage near Park Street & Bradford Street (seeding), design of 5th and Bradford/Roberts Drainage, Design of Lindell and Jackson Reconstruction, construction of Worthmann Blvd extension.
- Water Tower project underway, final paint application completed by artist. Working on cellular installation and demolition planning for old tower.
- Worked with Kelly Hoffschneider to work on several real estate items related to the Rail Campus and related legal matters.
- Check in meeting with Building and Zoning Staff.
- Met weekly with Jonathan Jank (SCCDP) to update on the status of economic development items.
- Attended Industrial Substation In Person Kickoff meeting for electric department.
- Attended the NPPD Wholesale Customer meeting in Kearney.
- Reviewed all 6 month evaluation of all employees.
- Working with other municipalities on BNSF crossing issue.
- Monthly review of financials with Finance Director Golden.
- Visited the wastewater treatment facility in Norfolk to better understand their process for dairy wastewater processing along with Water/Wastewater Superintendent Koll and City Engineer Oneby.
- Reviewed Timecard and Leave Request issues within the Caselle Payroll system with Payroll Clerk.

Police Department

- Suicide Prevention Coalition
- Juvenile Intake Training
- CASA Board Meeting
- Night Shoot

City Clerk/Human Resources/City Hall

- Pool Lesson Discussions with Wellness Center and Greg
- FY26 COLA letters sent out by mid-week
- Pump Station: final reimbursement sent to state

Water/Wastewater Department

- Bizco working on iPad with SCADA
- UV light removal for winter
- 246 N 4th Street Curbstop Replacement
- Wellfield building and grounds maintenance

Parks and Rec/Cemetery/Golf/Pool

- Mulching Parks
- Work on cleaning up Centennial Park from storm
- Helping when needed with recrowning of west field
- Irrigation maintenance
- Aerating and mowing

Civic Center

- FCE 3 day conference went well
- Bob's crew will fix broken porch tiles as time allows
- DAR awards banquet and Blue Jay Way Day went well
- Ordered more trash cans

Electric Department

- Install wire and crosswalk poles on Waverly Road
- Install switch and jumpers at St. John's
- Fix streetlights
- Work on pole transfers around 5th and Hillcrest
- Michelle going to Hastings for training Monday & Tuesday

Street Department

- Tree Removal and trimming
- Mow R.O.W
- Hot mix road repairs

Library

- Seward Library Foundation meeting
- CASTL Zoom on book vendors, given B&T's closure
- Staff meeting

Building Inspection/Planning Department

- Planning Commission – No October Agenda, November – Nuejahr minor plat, Prairie View 2nd Phase Final Plat
- B&Z Check-in – Prairie View 2nd addition subdivision agreement, amenum building permit
- NDOT – have not received water meter fees
- Horseshoe Bldg – Cleary wishes to have a crew and a lift there Thursday to remove debris off the floats

Engineering

- 500k Water Tower – final coat, site electrical, AT&T equipment relocation, termination letters to AT&T and US Cellular
- WWTP Upgrade – design update, Facility Plan Update, metering manhole bid documents, temporary treatment
- DARI LLC – sanitary sewer pipe installation, metering manhole quote, detention pond outlet submittal
- Worthman Blvd Extension – pavement preparation, phasing of Pine & Worthman intersection
- Rail Campus Watermain Extension Phase III – review bid documents
- GIS Upgrade – storm sewer (Concordia, Hughes Bros.)
- Plum Creek Bridge – relocation of communication pedestals
- East Hillcrest Drive – prepare documents for easements and R.O.W
- Water System Study – develop detailed scope, share with JEO
- NDOT – City of Seward National Functional Classification Map

Finance Department

- Finish closing out September Financials
- Send out TIF payments
- Utility delinquents
- Unclaimed property

Seward Wellness Center

- Swimming Lessons Begin

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION
ANNOUNCEMENT OF UPCOMING EVENTS
MOTION TO ADJOURN**

I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of Seward, Nebraska, hereby certify that the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward Memorial Library, and CityofSewardNE.gov

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City.

Derek Bargmann, City Clerk

Date