

**Third Amendment**  
**to**  
**Supplemental Agreement**  
**for**  
**Firm Power Interchange Service**  
**between**  
**Municipal Energy Agency of Nebraska**  
**and**  
**The City of Gillette, Wyoming**

This Third Amendment to Supplemental Agreement for Firm Power Interchange Service ("Amendment") is dated as of \_\_\_\_\_, 20\_\_\_\_, between the Municipal Energy Agency of Nebraska ("MEAN") and the City of Gillette, Wyoming ("Participant"). MEAN and Participant are sometimes referred to in this Amendment collectively as "Parties" or individually as a "Party".

**Recitals**

A. MEAN and Participant desire to extend the term of the Supplemental Agreement for Firm Power Interchange Service dated effective October 1, 2002, as amended by the First Amendment dated July 22, 2010 and the Second Amendment executed as of January 18, 2011 (collectively, the "Agreement"), pursuant to Service Schedule J of the Electrical Resources Pooling Agreement ("ERPA") between MEAN and Participant.

**Amendment**

NOW, THEREFORE, in consideration of the premises hereof, mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective Time. This Amendment shall be effective as of the date of execution by both Parties.

2. Terms used in this Amendment and not otherwise defined shall have the same meaning ascribed thereto in the Agreement.

3. Conditions of Service. Section 2.02 of the Agreement is hereby deleted and replaced in its entirety with the following:

2.02 This Agreement shall be for the sale of firm power and energy for a term beginning October 1, 2002 and shall continue in full force and effect through August 31, 2014, unless terminated sooner by Participant in accordance with Section 3.01 below.

4. The Schedule of Rates and Charges shall be as set forth in the then-current Exhibit A attached to the Agreement, which Exhibit may be modified from time to time as provided in the Agreement.

5. It is the intent of the Parties to continue their relationship regarding Participant's energy requirements after August 31, 2014; therefore, the Parties agree to negotiate towards such an agreement for such services to begin September 1, 2014.

6. The Parties acknowledge and agree that the Agreement, as amended by this Amendment, constitutes a Service Schedule Agreement for firm power service within the meaning of the Amended and Restated Supplemental Agreement for Wind-Generated Energy Purchase entered into as of July 17, 2006 between the Parties ("Wind Agreement"), which Wind Agreement shall continue in full force and effect through the term thereof.

7. Except as otherwise expressly provided herein, all terms and conditions of the Agreement shall remain in full force and effect, without waiver or modification.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to Supplemental Agreement for Firm Power Interchange Service as of the date first above written.

**MUNICIPAL ENERGY AGENCY OF  
NEBRASKA**

**CITY OF GILLETTE, WYOMING**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_