

**AGREEMENT REGARDING PAYMENT SCHEDULE FOR  
REGULATORY INDEPENDENT TRANSMISSION  
SYSTEM OPERATOR AND TRANSMISSION ADJUSTMENT**

This Agreement Regarding Payment Schedule for Regulatory Independent Transmission System Operator and Transmission Adjustment is made this \_\_\_\_\_ day of November, 2013, between the Municipal Energy Agency of Nebraska, a political subdivision of the State of Nebraska, hereinafter called "MEAN", and the City of Gillette, Wyoming, hereinafter called "Municipality". The parties to this Agreement shall be referred to herein collectively as the "Parties".

**1. Recitals**

WHEREAS, MEAN and Municipality have entered into the Electrical Resources Pooling Agreement and a Supplemental Agreement for Firm Power Interchange Service to Service Schedule J (collectively, the "Power Contract"); and

WHEREAS, pursuant to resolutions adopted by the MEAN Management Committee and Board of Directors at the meeting held on January 10, 2013 ("Resolutions"), MEAN will charge for the Municipality's allocated share of the Regulatory Independent Transmission System Operator and Transmission Adjustment (which share is referred to herein as the "RITA") as a line item on the monthly invoice received by Municipality under the Power Contract; and

WHEREAS, pursuant to the Resolutions, to avoid unnecessary hardship on MEAN's participants, MEAN will bill the RITA to participants in equal monthly installments over a five-year term beginning April 1, 2014, with the option for a participant to elect to pay the RITA in one payment, subject to execution of this Agreement; and

WHEREAS, MEAN and Municipality desire to memorialize the desired payment schedule for Municipality's RITA.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, MEAN and Municipality agree as follows:

**2. Term**

Municipality acknowledges the RITA is presently due and payable, and Municipality hereby agrees to the following alternate payment schedule for the RITA (Municipality must choose one):

☒ Total amount due to be paid in one lump sum payable no later than April 14, 2014. If Municipality chooses this option, Municipality will be invoiced on March 14, 2014 unless such lump sum payment has been received prior to March 14, 2014, or

☐ Equal monthly payments to be made over a five-year period beginning April, 2014.

Such amounts due will be added to the Municipality's invoice(s) rendered under the Power Contract or any successor agreement for power supply between MEAN and the Municipality. In the event that during the term of this Agreement, a monthly invoice is not rendered under the Power Contract or successor agreement for any reason, MEAN shall bill the RITA on a separate invoice(s) using the payment schedule selected above.

This Agreement shall become effective upon execution and shall continue in effect, through and until the date of the final payment of the total RITA allocation for the Municipality. The term of this Agreement and the obligations hereunder shall not be affected by any change in the term of the Power Contract or successor agreement.

If any scheduled payment related to this Agreement is deemed delinquent during the term of this Agreement, the Agreement shall be considered to be in default, and the entire amount of the RITA and interest owed shall be due and payable immediately.

**3. Payment**

Invoices shall be due and payable within thirty days from the date such invoices are rendered (unless a shorter time period for payment of invoices is specified in the Municipality's Power Contract, in which case such shorter period shall apply during the term of the Power Contract), and payment shall be made when due and without deduction. Interest on any unpaid amount from the date due until the date upon which payment is made shall accrue at the rate of one percent per month or fraction thereof.

**4. General**

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

Neither Party shall have the right to assign this Agreement without the consent, in writing, of the other Party.

This Agreement shall be governed by the laws of the State of Nebraska.

This Agreement embodies all of the terms binding between the Parties hereto with regard to the subject matter hereof and replaces all provisions, representations or proposals not embodied herein.

Any waiver in regard to the performance of this Agreement shall operate only if in writing.

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.

[SIGNATURE PAGE FOLLOWING]

IN WITNESS WHEREOF, MEAN and Municipality have caused this Agreement Regarding Payment Schedule for Regulatory Independent Transmission System Operator and Transmission Adjustment to be executed.

MUNICIPAL ENERGY AGENCY OF  
NEBRASKA

CITY OF GILLETTE, WYOMING

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_