MISSOURI BASIN MUNICIPAL POWER AGENCY
POWER SALE AGREEMENT (S-1)

(as amended and restated effective January 2, 2027)

This Power Sale Agreement (S-1) was made originally as of October 1, 1976, was subsequently amended and restated, and is hereby further amended and restated, effective as of January 2, 2027 (the "Agreement"), among MISSOURI BASIN MUNICIPAL POWER AGENCY, a body corporate and politic organized under Chapter 28E of the Code of Iowa and doing business as Missouri River Energy Services ("Agency"), WESTERN MINNESOTA MUNICIPAL POWER AGENCY, a municipal corporation and political subdivision of the State of Minnesota ("Western Minnesota"), and City of LUVERNE, a municipal corporation of the State of Minnesota ("Municipality"), each referred to as a "Party" or collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, Municipality owns and operates an electric utility system and currently purchases all or a portion of its requirements for electric power and energy from the Western Area Power Administration ("WAPA"); and

WHEREAS, Agency has entered into or may enter into agreements for the sale of electric power and energy with provisions similar to those contained in this Agreement with other member municipalities which own and operate electric utility systems (Municipality and such other municipalities being referred to collectively as "Municipalities" and this Agreement and such other agreements, as the same or any thereof may hereafter be amended, modified, or extended, being referred to collectively as the "Power Sale Agreements (S-1)"); and

WHEREAS, Agency has entered into a Power Supply Contract with Western Minnesota originally dated as of October 1, 1976, as subsequently supplemented, amended, restated, and updated (the "Power Supply Contract"), and may enter into future power supply contracts (such documents, along with the Power Supply Contract, as they may be supplemented, amended, restated, or updated in accordance with the provisions thereof, and otherwise meeting the requirements of this Agreement, being referred to collectively as the “Power Supply Contracts”) pursuant to which Agency will acquire power and energy from projects designated therein or in a supplement thereto for the purposes of meeting Agency’s obligations to Municipalities under the Power Sale Agreements (S-1) and to other members of Agency under other long-term power sale agreements (the “Other Power Sale Agreements (Non S-1)” and, together with the Power Sale Agreements (S-1), the “Municipal Power Sale Agreements”) with payments therefor by Agency to be made as provided in the Power Supply Contract; and

WHEREAS, the Power Supply Contract requires Agency to secure its obligations thereunder by a pledge and assignment to Western Minnesota (Western Minnesota shall be designated as the “Power Supplier,” and each future power supplier under any future Power Supply Contract shall be designated individually as a “New Power Supplier”) of its right, title, and interest in and to certain revenues of Agency, including without limitation all payments to be made under this Agreement; and

WHEREAS, Agency is willing to plan for and provide to meet Municipality’s supplemental requirements for power and energy above the amount of power and energy Municipality purchases from WAPA on an integrated resource Agency-system-wide planning basis as part of Agency’s planning for all of its obligations under the Municipal Power Sale Agreements; and

WHEREAS, the power and energy required by Agency to meet its obligations under the Municipal Power Sale Agreements come from generation sources that may be within the geographic footprint of centralized electricity markets for the sale of power and/or energy (collectively, the “Markets”) and requires transmission over facilities that are under the control of the operator of the regional transmission system in the respective geographic region, *i.e.* the Midcontinent Independent System Operator (“MISO”) and the Southwest Power Pool (“SPP”) or any successor regional transmission organizations (“RTO”), each which has established, and is governed by, rules and tariffs that require Agency (a) to make arrangements for the supply of power or energy or both, (b) to separately make arrangements for the physical delivery of such power and energy to enable Municipality to accept that power and energy, and (c) to pay separately for each product in the respective Market; and

WHEREAS, Municipalities that are served under the Power Sale Agreements (S-1) are located within the geographic footprints of such Markets; and

WHEREAS, Agency will be better positioned to minimize the overall cost of power and energy for Municipalities served under the Power Sale Agreements (S-1) by clearly defining its obligation to supply power and energy to Municipalities within the rules and tariffs of the Markets within which Municipalities are located; and

WHEREAS, the separate transmission service necessary to deliver power and energy to or for the benefit of Municipalities, as well as the costs associated with such service, define Agency's delivery obligation, and such service shall be based on the actual cost of transmission to each Municipality.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the Parties hereto agree as follows:

Section 1. DEFINITIONS.

The following terms, when capitalized throughout this Agreement, shall have the meanings stated as follows:

(a) Agency – Missouri Basin Municipal Power Agency, a body corporate and politic organized under Chapter 28E of the Code of Iowa and doing business as Missouri River Energy Services;

(b) Agreement – this Missouri Basin Municipal Power Agency Power Sale Agreement (S-1) among Agency, Western Minnesota, and Municipality;

(c) CTC – Competitive Transition Charge, as more specifically provided in Section 7(d);

(d) Environmental Attributes – any renewable energy certificates, emission-free energy certificates, alternate energy certificates, energy attribute certificates, emission offsets, or other current or future certificates, credits, benefits, emissions reductions, offsets, or allowances, however titled, named, created, registered, tracked, validated, measured, or allocated, resulting from a renewable energy resource or carbon-free energy resource that (i) are at any time recognized or deemed of value by any buyer, law, regulation, or mandatory or voluntary program of any government or other person and (ii) are attributable to or associated with the reduction or avoidance of greenhouse gas emissions or other environmental impacts on air, soil, or water; *provided, however*, Environmental Attributes specifically exclude any and all federal and state production tax credits, investment tax credits, and any other tax credits that are or may be generated by facilities from which Environmental Attributes are produced;

(e) FERC – Federal Energy Regulatory Commission, such definition to include any successor governmental agency or entity thereto;

(f) Green Energy – an optional component of Supplemental Power that allows Municipality (i) to request that the Supplemental Power sold by Agency to Municipality consist of an amount comprised of energy derived from generation sources using renewable, carbon-free, or other environmentally-friendly resources, to include any capacity required to back up the energy resources, or (ii) to request Environmental Attributes from Agency, each as more specifically provided in Section 3(a)(ii);

(g) Load Serving Requirements – certain minimum standards, including but not limited to power factor, underfrequency load shedding, undervoltage load shedding, and other requirements, that may be imposed by a third party, including but not limited to NERC, MRO, an RTO, or a transmission owner;

(h) Market(s) – the organized capacity market(s) and/or energy market(s) operated by one or more RTO, including MISO and SPP;

(i) MISO – Midcontinent Independent System Operator, Inc., which is an RTO approved by FERC, such definition to include any successor organization, agency, or entity thereto;

(j) MRO – Midwest Reliability Organization, which is that regional entity to which NERC has delegated authority to ensure compliance with mandatory reliability standards, such definition to include any successor organization, agency, or entity thereto;

(k) MROD – Maximum Rate of Demand; the maximum obligation of Agency to supply and Municipality to purchase Supplemental Power, when such maximum is elected by Municipality and established as more specifically provided in Section 3(a)(i);

(l) MROD Date – the date on which the MROD first applies, beginning with the first day of the summer season following the second year after Municipality delivers the written notice to Agency of its intention to establish an MROD, as more specifically provided in Section 3(a)(i);

(m) Municipal Power Sale Agreement(s) – any one of a number, or collectively all, of the contracts between Agency, Western Minnesota, and Municipality or other Municipalities for the supply of power, energy, and related services, each as provided therein, including (i) the Power Sale Agreements (S-1) and (ii) the Other Power Sale Agreements (Non S-1);

(n) Municipality – City of Luverne, a municipal corporation of the State of Minnesota, that owns and operates an electric utility system for the retail sale of electricity to consumers, and which is a member of Agency;

(o) Municipalities – collectively refers to Municipality and those other municipalities that own and operate electric utility systems for the retail sale of electricity to consumers, are members of Agency, and have entered into a Municipal Power Sale Agreement;

(p) NERC – North American Electric Reliability Corporation, which is that international electric reliability organization for North America which is responsible for assuring the reliability of the bulk power system, and subject to oversight by FERC and governmental authorities in Canada, such definition to include any successor organization, agency, or entity thereto;

(q) New Power Supplier – any entity with which Agency may hereafter enter into a contract providing for the acquisition by Agency of power supply resources pursuant to an agreement that satisfies all applicable requirements of the Power Supply Contract relating to the opening of the pledge, as provided for in Section 26, and as is more specifically provided in Section 27; *provided, however*, New Power Supplier shall not include MISO, SPP, or a similar administrator of a Market;

(r) Non-Tax Exempt Funds – funds that are not derived from the proceeds of debt the interest on which is excludable from the gross income of the owners under Tax Laws;

(s) Other Power Sale Agreements (Non S-1) – power supply agreements among Agency, Western Minnesota, and one or more Municipalities under terms substantively different than those of the Power Sale Agreements (S-1);

(t) Parties – Agency, Western Minnesota, and Municipality, collectively;

(u) Party – any of Agency, Western Minnesota, or Municipality, individually;

(v) Point(s) of Delivery – a location that represents the boundary of the transmission facilities that are under the functional control of an RTO at or near the town gate of Municipality, which specific location(s) for Municipality shall be as set forth in Schedule A, as may be revised from time to time as provided in this Agreement;

(w) Point(s) of Measurement – the interconnection point between Municipality's distribution system and the transmission/sub-transmission system, as is specifically defined for Municipality in Schedule A, as may be revised from time to time as provided in this Agreement;

(x) Power Sale Agreements (S-1) – power sale agreements among Agency, Western Minnesota, and Municipalities, entered into for the sale of supplemental power and transmission service with members of Agency, the first of which were executed by certain Municipalities on or about October 1, 1976, amended on or about January 1, 1986, amended and restated as of January 1,1993, amended and restated as of January 1, 2000, amended and restated as of January 1, 2007, and amended and restated as of January 2, 2017, and are being amended and restated as of the date of this Agreement;

(y) Power Supplier – pursuant to the Power Supply Contract, means Western Minnesota;

(z) Power Supply Contract(s) – that agreement between Agency and Western Minnesota, dated as of October 1,1976, supplemented as of June 1, 1983, amended and restated as of November 1, 1985, amended and restated as of July 1, 2003, amended and restated as of September 15, 2006, and amended and restated as of March 8, 2018, and as thereafter supplemented, amended, restated, and updated, and any agreement between Agency and a New Power Supplier meeting the requirements of this Agreement, in each case pursuant to which Agency acquires power and energy from projects designated in such agreement or in a supplement thereto for the purposes of meeting Agency's obligations to Municipalities under the Municipal Power Sale Agreements;

(aa) Prudent Utility Practices – any of the practices, methods, and acts at a particular time which, in the exercise of reasonable judgment in the light of the facts, including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto, known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition;

(bb) RTO(s) – Regional Transmission Organization(s) and/or Independent System Operator(s) which have been approved by FERC to independently operate the electric power grid minute-by-minute in established geographic regions to ensure that power and energy get to customers, to eliminate power shortages, and to administer approved transmission tariffs for fair and non-discriminatory access to the power grid;

(cc) S-1 Supplemental Power Rate Schedule – the Rate Schedule, attached hereto as Schedule B, that provides for the rates, terms, and conditions pursuant to which Municipality shall pay Agency for all Supplemental Power, as such schedule may be revised from time to time, pursuant to Section 7;

(dd) S-1 Transmission Rate Schedule – the Rate Schedule, attached hereto as Schedule C, that provides for the rates, terms, and conditions pursuant to which Municipality shall pay Agency for all Transmission Service, as such schedule may be revised from time to time, pursuant to Section 7;

(ee) SPP – Southwest Power Pool, Inc., which is an RTO approved by FERC, such definition to include any successor organization, agency, or entity thereto;

(ff) Supplemental Power – all power, energy, and related products and services, as more specifically provided in Section 3;

(gg) Tax Laws – federal income tax laws governing or affecting the exclusion of interest on debt from the gross income of the owners for federal income tax purposes (whether then outstanding or thereafter to be issued), as those laws may be amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated thereunder, or as affected by a decision of any court of competent jurisdiction; any reference to indebtedness for which the exclusion of interest from gross income of the owners for federal income tax purposes shall also include any debt for which a federal tax credit is allowed to the issuer or owner of the debt, commonly known as "tax advantaged bonds," such as Build America Bonds, Clean Renewable Energy Bonds, Qualified Energy Conservation Bonds or similar obligations as shall be permitted under current or future provisions of the Internal Revenue Code of 1986, as amended;

(hh) Term – the dates during which this Agreement shall be effective, as provided in Section 2;

(ii) Transmission Service – those products and services necessary to deliver (i) Supplemental Power to the Point(s) of Delivery for Municipalities in SPP, and (ii) Supplemental Power and WAPA Power to the Point(s) of Delivery for Municipalities in MISO;

(jj) Transmission Zone – a defined location within an RTO which relates to a pricing region that includes specifically identified transmission facilities used to deliver power and energy;

(kk) WAPA – Western Area Power Administration, one of four federal power marketing administrations within the U.S. Department of Energy whose role is to market and transmit wholesale electricity from multi-use water projects, the definition of WAPA to include any successor governmental agency or entity thereto;

(ll) WAPA Power – the amount of power and energy, and related ancillary services, scheduling services, market services, and other products and services, allocated and provided to Municipality by WAPA pursuant to a long-term agreement between Municipality and WAPA; and

(mm) Western Minnesota – Western Minnesota Municipal Power Agency, a Minnesota municipal corporation and political subdivision, organized under Minnesota Statutes Chapter 453.

Section 2. TERM.

This Agreement as originally executed and delivered by Municipality became effective October 1, 1976, and shall remain in effect for a Term extending through hour ending 24:00 January 1, 2067 (the

"Term"). Upon the expiration of the Term, this Agreement shall remain in effect as permitted by law unless and until terminated by Agency or Municipality upon not less than one year written notice.

Section 3. SALE OF POWER AND ENERGY.

(a) Supplemental Power. Agency shall sell to Municipality, and Municipality shall purchase and receive from Agency, for the Term of and as provided in this Agreement, all power and energy required by Municipality to meet the needs of all of its consumers over and above the amounts of WAPA Power available to Municipality from WAPA as of the date of this Agreement ("Supplemental Power"). Supplemental Power includes all products and services to acquire power and energy, which includes but is not limited to ancillary services, reserves of any type, congestion, and energy losses related to Supplemental Power, regulation and frequency response, reactive supply and voltage control from generation sources, and any other related products or services. Supplemental Power does not include any Transmission Service. Agency shall adjust and maintain the portfolio of resources and products (e.g., Environmental Attributes) used to meet its Supplemental Power obligation to ensure Agency's and Municipality's ability to comply with any state or federal energy or environmental requirements that are or may be imposed on wholesale or retail load serving entities associated with the provision of power and energy pursuant to this Agreement.

Agency's obligation under this subparagraph (a) shall be subject to the following conditions:

(i) Establishment of MROD. If Agency has established an MROD for Municipality as described in this subsection (a)(i), Agency's responsibility to meet its Supplemental Power obligation for the remaining term of this Agreement shall be limited to the MROD plus any additional amounts attributable to the occurrence of the events described in subsection (b)(i) of this Section. If an MROD is established, Municipality shall purchase all power and energy offered by Agency at a rate of delivery up to the MROD at any time of day and under the same rates as any other Municipality receiving service from Agency under a Power Sale Agreement (S-1). (In order to provide additional clarity, the MROD will be the lesser of Municipality's actual supplemental load in every hour or the MROD. Thus, the power and energy supplied by Agency could be at 100 percent load factor.) Agency shall notify Municipality in writing on or about April 1 and again on or about September 1 of 2037 and each fifth year thereafter of Municipality's opportunity to establish an MROD by providing written notice to Agency by December 31 of that same year. Agency shall not establish an MROD for Municipality unless by December 31, 2037, or between October 1 and December 31 of each fifth year thereafter through December 31, 2062, Municipality delivers a written notice to Agency requesting an MROD be established as of the date and in the manner described as follows: the MROD for Municipality shall become effective on a bi-seasonal (summer and winter) basis beginning with the first day of the summer season following the second year after Municipality delivers the written notice to Agency (the first day of that summer season shall be designated as the MROD Date). (For example, if Municipality delivers the notice on or before December 31, 2037, to establish an MROD beginning in 2040, the MROD Date will be the first day of the summer season in 2040.) The summer and winter seasons shall be those recognized by Agency as of January 1 of the year in which the MROD Date occurs. The MROD for each season shall be fixed in an amount equal to the average of the three seasonal maximum rates of demand of Supplemental Power from Agency to Municipality during the corresponding season of the three prior years before the MROD Date (the same season of that previous year and the two years immediately prior to that previous year). Agency shall notify Municipality in writing of its MROD for the summer season by January 1 of the year in which the MROD Date occurs and the MROD for the winter season by July 1 of that year. An MROD will not be established for Municipality before the summer season of 2040.

(ii) Green Energy. Upon the written request of Municipality, the Supplemental Power sold by Agency to Municipality shall consist of an amount specified by Municipality, for a mutually agreeable term of years, comprised of Green Energy. The selection of generation sources or Environmental Attributes used by Agency to provide Green Energy shall be in accordance with applicable federal and state laws and regulations. Agency's revenue requirements for acquiring and providing Green Energy will be separated from the revenue requirements associated with the system supply comprising the remainder of its Supplemental Power and the cost of the Green Energy will be separately charged to Municipality requesting such service.

(b) WAPA Power.

(i) If WAPA reduces the amount of WAPA Power available to Municipality, Agency shall sell as part of the Supplemental Power provided by Agency, and Municipality shall purchase as part of the Supplemental Power provided by Agency, that portion of the amount of WAPA Power previously provided by WAPA. If WAPA reduces the WAPA Power available to Municipality after Municipality has established an MROD, the Supplemental Power obligation shall be the MROD as previously established.

(ii) In the event Municipality takes any action or fails to take any action, any of which results in the transfer, surrender, release, or discontinuation of its right or ability to receive WAPA Power, and its WAPA Power is discontinued, Municipality agrees that it will provide to Agency notice of such discontinuation at least one hundred eighty (180) days before such discontinuation, and will, in the event Agency incurs additional costs to provide additional Supplemental Power to replace the WAPA allocation, pay to Agency a surcharge which the Board of Directors may assess pursuant to Section 7.

(c) In meeting its obligations under this Agreement to provide Supplemental Power, Agency shall obtain and provide resources in accordance with an integrated resource supply planning process, including demand-side resources and programs available to Municipality which can be accommodated in an Agency-wide program.

(d) Municipality hereby commits itself to take and pay for all of the Supplemental Power made available to Municipality. Payments for Supplemental Power shall be made at rates established in accordance with the provisions of Section 7 of this Agreement.

<u>Section 4</u>. REQUIREMENTS TO RECEIVE SUPPLEMENTAL POWER.

Power and energy to be furnished hereunder shall be alternating current, three phase, sixty hertz. Municipality shall make and pay for all connections between the system of Municipality and the system of, or available to, Agency at the Point(s) of Delivery.

Section 5. MEASUREMENT OF SUPPLEMENTAL POWER AND TRANSMISSION SERVICE.

For the purpose of determining amounts due pursuant to the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule referred to in Section 7, the Point(s) of Measurement shall be as specifically defined in Schedule A, which may be revised from time to time by mutual agreement of Municipality and Agency. When power and energy is furnished at two or more Points of Measurement, the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule shall apply separately to each service supplied at each Point of Measurement; *provided, however*, that where the meter readings are considered separately and Municipality's system may be interconnected between Points of Measurement during emergencies, the meter readings at any Point of Measurement will be adjusted when necessary to compensate for duplication of power and energy recorded by meters at alternate points of measurement due to energy conditions which are beyond Municipality's control or temporary conditions caused by scheduled load switching or outages.

Section 6. TRANSMISSION SERVICE.

(a) Agency shall sell to Municipality, and Municipality shall purchase and receive from Agency, for the Term of and as provided in this Agreement, Transmission Service necessary to deliver to Municipality Supplemental Power or Supplemental Power and WAPA Power, as applicable, to the Point(s) of Delivery to meet the needs of Municipality. The charges for Transmission Service shall be set forth in the S-1 Transmission Rate Schedule and shall include a separate charge assessed to each Municipality that reflects the pricing of the Transmission Zone in which Municipality is located.

(b) The Point(s) of Delivery shall be as specifically defined in Schedule A. The Points of Delivery, Points of Measurement, delivery voltage, power factor, special conditions, and other conditions of service as necessary for Agency to perform its obligations under this Agreement shall all be set forth in

Schedule A, which may be revised from time to time to include other Point(s) of Delivery and conditions of service. Schedule A may be revised based on mutual agreement of Municipality and Agency. In the event that the Point(s) of Delivery set forth in Schedule A are not on Municipality's electric system, Municipality shall be responsible for making separate provisions for transmission of power and energy to its system, including the installation and maintenance of any facilities required for it to receive such power and energy into its system.

(c) As a requirement of receiving Transmission Service, Municipality shall meet the Load Serving Requirements unless it is determined by Agency that nonconformance with a Load Serving Requirement will not adversely impact any generating or transmission facilities with which Municipality is interconnected; *provided, however*, that nothing in this Agreement shall be construed to relieve Municipality of any obligation to meet the Load Serving Requirements between Municipality, or between Agency on behalf of Municipality, and any third party, as may be appropriate.

(i) If Municipality fails to meet a Load Serving Requirement, Agency shall have the right, but not the obligation, to remedy any issue associated with the deficiency and directly charge Municipality for reimbursement of any associated costs.

(ii) To the extent Agency is assessed any fines or charges due to Municipality's failure to meet a Load Serving Requirement, Agency shall directly charge to Municipality and Municipality shall pay to Agency the cost of such fines or charges as a separate charge, and Agency shall not include the cost of such fines or charges in the determination of the revenue requirements used by Agency to establish rates hereunder.

(d) Municipality hereby commits itself to take and pay for all of the Transmission Service made available to Municipality. Payments for Transmission Service shall be made at rates established in accordance with the provisions of Section 7.

Section 7. RATES.

(a) Municipality shall pay Agency for all Supplemental Power furnished hereunder at the rates and on the terms and conditions set forth in Agency's S-1 Supplemental Power Rate Schedule, attached hereto as Schedule B and made a part hereof, as such schedule is initially established and adjusted from time to time pursuant to this Agreement. Municipality also shall pay Agency for all Transmission Service at the rates, terms, and conditions set forth in Agency's S-1 Transmission Rate Schedule, attached hereto as Schedule C and made a part hereof, as such schedule is initially established and adjusted from time to time pursuant to this Agreement. In the event Agency makes available Supplemental Power at the Point(s) of Delivery but Municipality fails to take or receive such power and energy, Municipality shall pay Agency for such availability in an amount equal to the product of the demand charge and energy charge for Supplemental Power in the S-1 Supplemental Power Rate Schedule and the kilowatts and kilowatt-hours that would have otherwise been taken as evidenced by the total power and energy consumed by Municipality's customers during the billing period. In the event Agency makes available Transmission Service but Municipality fails to take or receive such service, Municipality shall pay Agency for the cost of such service. The amount of Transmission Service shall be determined in the same manner as for the previous month. The obligation of Municipality to make such payments for Supplemental Power and for Transmission Service furnished pursuant to this Agreement shall not be subject to any rights of setoff, recoupment, or counterclaim which Municipality may otherwise have against Agency; *provided, however*, that nothing contained herein shall be construed to prevent or restrict Municipality from asserting any rights which it may have against Agency under this Agreement or under any provision of law, including the institution of legal proceedings for specific performance or recovery of damages.

(b) Agency shall establish and maintain rates contained in the S-1 Supplemental Power Rate Schedule, under this Agreement and the other Power Sale Agreements (S-1), which will provide revenues which are sufficient, but only sufficient, to meet the estimated revenue requirements of Agency, which revenue requirements shall, to the extent that other revenues of Agency including but not limited to revenue from Other Power Sale Agreements (non-S-1), revenue from sales of surplus power and energy, and revenue from RTOs for transmission facilities owned by Western Minnesota or Agency have not been actually applied to meet such requirements, consist of:

(i) all payments under the Power Supply Contract(s);

(ii) the cost to Agency of meeting its obligations pursuant to any Municipal Power Sale Agreement(s), excluding Transmission Service;

(iii) the cost to Agency of operation and maintenance of facilities owned or operated by Agency, irrespective of whether operational control of such facilities has been turned over to an RTO, for the generation or transmission of power and energy pursuant to any Municipal Power Sale Agreement(s);

(iv) the cost to Agency of renewals and replacements of facilities owned or operated by Agency for the generation or transmission of power and energy pursuant to any Municipal Power Sale Agreement(s);

(v) the cost to Agency to establish an allowance for working capital, reasonable reserves for contingencies, and debt service coverage, deemed necessary by Agency in order to carry out its obligations;

(vi) the cost to Agency of administration, general overhead, planning and operations, and any other member services to further the purposes of Agency, and associated with meeting Agency's obligations under any Municipal Power Sale Agreement(s);

(vii) additional amounts, if any, which:

> (aa) must be realized by Agency to meet the requirements of any rate covenant with respect to coverage of power costs or any component thereof under any Power Supply Contract(s),
>
> (ab) are required by Agency to facilitate the construction of power supply resources, or
>
> (ac) are required by Agency to collect amounts described in Section 7(c); and

(viii) in the event Agency shall hereafter issue any bonds or indebtedness for the purpose of acquiring facilities (or an undivided interest therein or rights to capacity thereof) for the generation or transmission of power and energy to be sold under the Municipal Power Sale Agreements, such revenue requirements shall, in addition to the foregoing, include the following:

> (aa) payments of principal and interest on all bonds and indebtedness of Agency issued in connection with its obligations under the Municipal Power Sale Agreements and payments which Agency is required to make into any debt service reserve fund or account under the terms of any bond or indebtedness resolution or other contract with holders of such bonds or indebtedness;
>
> (ab) the establishment and maintenance of additional reserves as may be required by the terms of any bond or indebtedness resolution or other contract with holders of such bonds or indebtedness; and

(ac) additional amounts, if any, which must be realized by Agency in order to meet the requirements of any rate covenant with respect to coverage of debt service on such bonds or indebtedness under the terms of any bond or indebtedness resolution or other contract with holders of such bonds or indebtedness plus such additional amounts deemed desirable to facilitate marketing bonds and indebtedness of Agency of favorable terms.

(c) The Board of Directors of Agency may include in the S-1 Supplemental Power Rate Schedule a separate surcharge for a Municipality that (i) elects to arrange for Green Energy as part of its Supplemental Power, (ii) takes action that results in the reduction or discontinuation of its WAPA Power allocation, (iii) is subject to a CTC, or (iv) is subject to any other surcharge as provided in this Agreement.

(d) In addition to revenues collected through the rates calculated under Section 7(b), Agency may establish a CTC to collect the portion of its revenue requirements that Agency determines may make its existing rates exceed market levels in any of the states that restructure the regulation of their electric utility industries to promote the introduction of a competitive retail access environment and in which Agency sells Supplemental Power. Before establishing a CTC, Agency shall determine (i) an estimated amount of revenues to be collected from all of Agency's members who are parties to a Municipal Power Sale Agreement that is required to bring Agency's rates to competitive levels and that are not expected to be collected from other sources, (ii) the number of years during which the CTC is to be assessed and revenues collected, (iii) the method by which the CTC will be assessed to any or all of the Municipalities, and (iv) the method for reconciling revenues with Agency's annual revenue requirement used to establish Supplemental Power rates under Section 7(b). The CTC charged to Municipality will be stated as a separate charge on Municipality's bill and shall be payable without relationship to the amount of power and energy purchased by Municipality in any individual month.

(e) Agency shall establish and maintain rates contained in the S-1 Transmission Rate Schedule under this Agreement and the other Power Sale Agreements (S-1) which will provide revenues which are sufficient, but only sufficient, to meet the estimated revenue requirements of Agency, which revenue requirements shall consist of all costs to Agency of meeting its Transmission Service obligation, pursuant to Section 6, including but not limited to:

(i) the cost from an RTO for Network Integration Transmission Service;

(ii) the cost from an RTO for transmission expansion plans and related network upgrades;

(iii) the cost from an RTO or other entity for directly assigned transmission facilities;

(iv) the cost incurred from an RTO or other entity for under voltage, under frequency, and inadequate power factor;

(v) any other cost incurred from an RTO or other entities for providing Transmission Service to Municipality;

(vi) the cost of grandfathered transmission agreements for Transmission Service to Municipality; and

(vii) the cost to Agency of administration and general overhead associated with meeting Agency's Transmission Service obligation.

For each Transmission Zone, the S-1 Transmission Rate shall include a separate charge assessed to each Municipality that reflects the pricing of the Transmission Zone in which Municipality is located.

(f) At such intervals as it shall determine appropriate, but in any event not less frequently than once each calendar year, the Board of Directors of Agency shall review and, if necessary, shall revise the S-l Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule to ensure that the rates thereunder continue to cover its estimate of all of the foregoing revenue requirements.

(g) In connection with any revision of the S-1 Supplemental Power Rate Schedule or the S-1 Transmission Rate Schedule, Agency shall cause a notice in writing to be given to all Municipalities taking services under the Power Sale Agreements (S-1) which shall set out the revised S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule with the effective dates of such revisions not being less than thirty (30) nor more than ninety (90) days after the date of the notice, and shall be accompanied by an analysis of the estimated revenue requirements for which the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule will be revised. All revisions of the S-1 Supplemental Power Rate Schedule shall be consistent with the description of services provided in

Sections 3 and 6. All revisions of the S-1 Transmission Rate Schedule shall be consistent with the description of services provided in Sections 5 and 6. Municipality agrees that such revised S-1 Supplemental Power Rate Schedule and revised S-1 Transmission Rate Schedule, as determined from time to time by the Board of Directors of Agency, shall be substituted for the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule as they are initially adopted, revised, and then in effect, and agrees to pay for Supplemental Power and Transmission Service made available by Agency to it pursuant to this Agreement after the effective date of such revisions in accordance with the revised S-1 Supplemental Power Rate Schedule and the revised S-1 Transmission Rate Schedule.

Section 8. COVENANTS OF AGENCY.

Agency shall endeavor to market and dispose of, under the most economically advantageous terms and conditions obtainable, all surplus power and energy obtained from its power supply resources, and which in the sole judgment of Agency can be disposed of without otherwise adversely affecting performance by Agency under this Agreement.

Section 9. COVENANTS OF MUNICIPALITY.

(a) Municipality agrees to maintain rates for power and energy to its consumers which shall provide to Municipality revenues sufficient to meet its obligations to Agency under this Agreement and the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule, as the same may be revised from time to time, and to pay all other obligations payable from, or constituting a charge or lien on, such revenues. Payments made under this Agreement shall be made as operating expenses from the revenues of Municipality's electric utility system and from other funds thereof legally available therefor, and such payments shall be in addition to and not in substitution for any other payments whether on account of dues or other amounts owed by Municipality to Agency.

(b) Municipality shall not sell at wholesale any of the power and energy delivered to it hereunder to any customer of Municipality for resale by that customer, unless such resale is specifically approved in writing by Agency, which approval shall not unreasonably be withheld.

(c) Municipality shall not use or permit to be used any of the power and energy acquired by it hereunder in any manner or for any purpose, or take any other action or omit to take any action, which could affect the eligibility of interest on bonds or indebtedness of Agency or Western Minnesota (whether then outstanding or thereafter to be issued) for exclusion from gross income of the owners for federal income tax purposes under Tax Laws.

(d) Municipality shall not take any action to transfer either its electric distribution facilities or control over its electric distribution functions or take any other action having the same effect without (i) notifying Agency at least ninety (90) days before formally committing to the action, and (ii) taking such action strictly in conformance with the provisions of Section 17.

Section 10. METER READINGS AND PAYMENT OF BILLS.

(a) Agency shall read meters or cause meters to be read at monthly intervals. Appropriate operating procedures shall be established by Agency with Municipality, and WAPA if necessary, to determine monthly the amounts of Supplemental Power and Transmission Service furnished hereunder. Payments under the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule shall be made monthly via electronic funds transfer to such account(s) that Agency may designate, within fifteen (15) days after the bill therefor is delivered to Municipality (by mail, email, or other reasonable means determined by Agency), such bill to be provided to Municipality monthly on a prompt and timely basis. If the fifteenth day is a Sunday or a legal holiday in the state in which Municipality is located, the next following business day shall be the last day on which payment may be made without the addition of the delayed payment charges set forth in the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule. Agency may, whenever any amount due remains unpaid after the due date and after giving fifteen (15) days' advance notice in writing of its intention to do so, discontinue service hereunder or take all steps available to it under applicable law to collect such amount and all subsequent payments which shall have become due or both. Agency may, whenever any amount due remains unpaid for one hundred twenty (120) or more days after the due date and after giving thirty (30) days' advance notice in writing of its intention to do so, terminate this Agreement. No such discontinuance or termination shall relieve Municipality from liability for payment for Supplemental Power or Transmission Service furnished hereunder.

(b) In the event Municipality desires to dispute all or any part of a bill, Municipality shall nevertheless pay the full amount of the bill when due and, within sixty (60) days from the date of the bill, notify Agency in writing of the grounds on which any charges in the bill are disputed and the amount in dispute. Municipality will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of Agency within the time and in the manner herein specified.

Section 11. METERING.

(a) Agency shall furnish or cause to be furnished, own, install, and maintain the necessary metering equipment required to measure and record the Supplemental Power and Transmission Service furnished hereunder. Such metering equipment shall provide a continuous record of the thirty (30) minute integrated total demand and associated energy of Municipality during each billing period throughout the term of this Agreement and otherwise be in accordance with the terms of the S-1 Supplemental Power Rate Schedule and the S-1 Transmission Rate Schedule. Such records shall be available at all reasonable times to authorized agents of Municipality.

(b) Agency shall test and calibrate meters or cause meters to be tested and calibrated by comparison with accurate standards in accordance with industry practices. Agency shall also make or cause to be made special meter tests at any time at Municipality's request. The costs of all tests shall be borne by Agency; *provided, however*, that if any special meter test made at Municipality's request shall disclose that the meters are recording accurately, Municipality shall reimburse Agency for the cost of such test. Meters registering not more than two percent above or below normal shall be deemed to be accurate. The readings for any meter which shall have been disclosed by test to be inaccurate shall be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the tests are made in accordance with the percentage of inaccuracy found by such test; *provided, however*, that no correction shall be made for a longer period unless Agency and Municipality mutually agree thereto. Should any meter fail to register, the Supplemental Power and Transmission

Service delivered during such period of failure shall for billing purposes be estimated by Agency and Municipality from the best information available. Agency shall notify Municipality or cause Municipality to be notified in advance of the time of any meter reading or test so that Municipality's representative may be present at such meter reading or test.

(c) For a fractional part of a billing period at the beginning or end of service, and for fractional periods due to withdrawals of service caused by inability to deliver, charges hereunder shall be proportionately adjusted by Agency in the ratio that the number of hours that service is furnished to Municipality (in such fractional billing period) bears to the total number of hours in the billing period involved.

Section 12. RIGHT TO ACCESS.

Duly authorized representatives of Agency and Municipality shall be permitted to enter the other Party's premises at all reasonable times in order to carry out the provisions of this Agreement.

Section 13. UNCONTROLLABLE FORCES.

(a) Neither Agency nor Municipality shall be considered to be in default in respect to any delay or failure to carry out any obligation hereunder (other than the obligation of Municipality to take and pay for Supplemental Power and Transmission Service made available hereunder) if prevented from fulfilling such obligations by reason of uncontrollable forces, the term uncontrollable forces being deemed for the purposes of this Agreement to mean any forces caused by or resulting from acts or events beyond the reasonable control of the Party affected, including but not limited to acts of God; failure of facilities; flood, earthquake, explosion, storm, lightning, or fire; epidemic, pandemic, or pestilence; war, hostilities (whether war is declared or not), invasion, riot, civil disturbance, labor disturbance, sabotage, or terrorist threats or acts whether foreign or domestic, cyberattack; national or regional emergency; actions, restraint, or orders or regulations by government, court, or public authority; the inability of Agency, an RTO, a Market, or any successor organization(s) to deliver energy; embargoes or blockades in effect on or after the date of this Agreement; or any other events, whether similar or dissimilar, beyond the reasonable control of the affected Party, any or all of which by due diligence and foresight such Party could not reasonably have been expected to avoid. The Party affected shall, if practicable under the circumstances, give notice of the uncontrollable forces to the other Party within a reasonable time, stating the period of time the occurrence is expected to continue, if known. The Party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability and to minimize the effects of such uncontrollable forces, to the extent within its control, with all reasonable dispatch.

(b) If Agency is rendered unable to meet some or all of its obligations to provide Supplemental Power to Municipality because of uncontrollable forces, including those affecting Agency's ability to acquire from SPP power and energy or Transmission Service, or Agency's ability to acquire from MISO power and energy, Transmission Service, or WAPA Power, Agency shall permit Municipality to operate any generation owned by Municipality, or to acquire power and energy from sources other than Agency, in order to provide such amounts of power and energy necessary to meet the needs, in whole or in part, of Municipality and which are not supplied by Agency by reason of the uncontrollable force, and shall be permitted to do so for the duration of such uncontrollable force. Municipality shall, if practicable under the circumstances, give notice to Agency within a reasonable time to coordinate the operation of the local generation and Agency's Supplemental Power obligation and Transmission Service.

Section 14. COOPERATION BETWEEN AGENCY AND MUNICIPALITY.

If, in the maintenance of their respective electric systems or other electric systems over which Municipality may obtain delivery of electric power and energy, it becomes necessary by reason of any emergency or extraordinary condition for either Agency or Municipality to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the providing Party shall cooperate with the other and render such assistance as the providing Party may determine to be available. The requesting Party, upon receipt of properly itemized bills from the providing Party, shall reimburse the providing Party for all costs properly and reasonably incurred by it in providing assistance. These reimbursement provisions are not contingent on a declaration by the federal government of an emergency, major disaster, or fire.

Section 15. CONSTRUCTION, OPERATION, AND MAINTENANCE OF MUNICIPALITY'S ELECTRIC SYSTEM.

Municipality agrees to construct, operate, and maintain its electric system in accordance with Prudent Utility Practices and shall install, operate, and maintain such proper service protection equipment and other facilities as will coordinate with the protective relaying and other protective arrangements on the system from which power and energy is delivered to it. Nothing contained in this section in any way releases Municipality of its obligations, if any, to the MRO or NERC.

Section 16. RENEWABLE RESOURCE GENERATION.

Municipality shall be permitted to annually generate energy from local renewable resources which are directly connected to Municipality's distribution system and which Municipality owns, or for which it contracts with a third party to acquire, for local use as described in this Section (excluding customer-owned renewable distributed generation), in an amount which shall not exceed five percent of the annual energy purchased by Municipality from Agency in the previous calendar year. The agreement of the Parties shall be set forth in a separate member renewable resources agreement executed by Agency, Western Minnesota, and Municipality, which shall provide that Municipality will sell all such energy to Agency, and Agency in turn will sell such energy to Municipality, both at rates established pursuant to the terms of the renewable resource agreement. The member renewable resources agreement shall contain such other terms and conditions as are deemed appropriate by Agency and Municipality.

Section 17. ASSIGNMENTS.

All covenants and agreements contained in this Agreement shall inure to the benefit of Agency and Municipality and their respective successors and assigns; *provided, however*, that, except as provided in Section 26 below, no Party may transfer or assign its interests or rights under this Agreement except that (i) a Party may transfer or assign its interests or rights under this Agreement or grant a security interest therein to any trustee or secured party, as security for bonds or other indebtedness, present or future, and such trustee or secured party may, if so empowered, sell or otherwise realize upon such security in foreclosure or other suitable proceedings, possess or take control thereof, or cause a receiver to be appointed with respect thereto and otherwise succeed to all interests and rights of the Party making the assignment; and (ii) in the case of a proposed transfer to either any entity acquiring all or substantially all the property of the Party making the transfer or any entity into which or with which the Party making the transfer may be merged or consolidated, the Party proposing the transfer shall give Agency and Western Minnesota written notice at least ninety (90) days prior to the date such transfer or assignment is scheduled to occur and must obtain the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld, it being understood that it would be reasonable for Agency and/or Western Minnesota to withhold such consent if such transfer or assignment would (a) reduce the total amount of Supplemental Power being sold hereunder; (b) be to a party (other than a municipality) with senior debt, if any, not rated in one of three highest whole rating categories by at least one nationally recognized bond rating agency; (c) adversely affect the value of this Agreement as security for the payment of bonds or indebtedness and interest thereon; or (d) affect (either alone or in conjunction with any other actions by Municipality and/or other Municipalities) the eligibility of interest on bonds or indebtedness of Agency or Western Minnesota (whether then outstanding or thereafter to be issued) for exclusion from gross income of the owners for federal income tax purposes under Tax Laws. In making the determination required by clause (d) above, Agency and Western Minnesota may rely upon an opinion of a nationally recognized bond counsel as to the effect of any such transfer or assignment on the federal tax-exempt status of any bonds or indebtedness (whether then outstanding or thereafter to be issued), as that status is governed by Tax Laws. Within sixty (60) days after receipt of a notice from Municipality requesting a transfer or assignment, Agency and Western Minnesota shall advise Municipality as to whether, in the opinion of a nationally recognized bond counsel, the transfer or assignment would affect the eligibility of interest on bonds or indebtedness for federal tax-exempt status as described in clause (d) above. In the event that allocations (including, but not limited to allocations relating to private use issues) are necessary under the Tax Laws to determine whether entering into any such transfer or assignment affects the eligibility of interest on bonds or indebtedness for federal tax-exempt status as described in clause (d) above, Agency and Western Minnesota shall make such allocations, in their sole discretion, after receipt of an opinion of a nationally recognized bond counsel.

Notwithstanding anything in this Section to the contrary, Municipality may transfer or assign this Agreement if it affects the eligibility of interest on bonds or indebtedness for federal tax-exempt status as described in clause (d) above if, but only if, the transferee enters into an agreement in form and substance satisfactory to Agency and Western Minnesota providing that the transferee will bear and pay any and all increased costs allocated to it resulting from the use by Agency or Western Minnesota of Non-Tax Exempt Funds, as a consequence of the Agency or Western Minnesota taking remedial action in order to preserve the tax-exempt status of affected bonds or indebtedness as described in clause (d) above or the loss of the tax-exempt status with respect to the debt of the Agency or Western Minnesota as described in clause (d) above. Agency and Western Minnesota, in their sole discretion, after receipt of an opinion of a nationally recognized bond counsel, shall allocate on a reasonable basis the increased costs associated with the use of such Non-Tax Exempt Funds, any such remedial action or the loss of the tax-exempt status of bonds or indebtedness as described above to any such transferee, and they shall determine the terms and conditions upon which the transferee shall pay such increased costs. Any such agreement shall contain such other terms and provisions as Agency and Western Minnesota reasonably deem necessary in order to preserve the federal tax-exempt status of any borrowed funds not intended by Agency or Western Minnesota to be issued as debt which is not excludable from gross income for federal income tax purposes. No assignment or transfer of this Agreement shall relieve the Parties of any obligation hereunder, unless specifically agreed to in writing by the other Parties.

In connection with any such proposed transfer or assignment under this Section, various opinions are required to be delivered by a nationally recognized bond counsel. Such counsel or counsels shall be chosen by Agency and Western Minnesota and the cost of such counsel or counsels shall be borne by the Party requesting the transfer or assignment. Any of the opinions required under this Section may be delivered in one or more opinions. No other assignments or transfers will be permitted under this Section.

Section 18. RECORDS AND ACCOUNTS.

Agency and Western Minnesota shall keep accurate records and accounts of their respective properties and operations in accordance with the FERC's Uniform System of Accounts Prescribed for Major Utilities and Licensees in effect from time to time. Municipality shall have the right at any reasonable time to examine such accounts. Agency and Western Minnesota shall cause such accounts to be audited annually by a firm of independent public accountants of national reputation and shall make such audits available to Municipality.

Section 19. INFORMATION.

Agency and Municipality will promptly furnish to each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Agreement or as may be reasonably necessary and convenient in the conduct of the operations of the Party requesting such information.

Section 20. PRIVACY AND SECURITY OF INFORMATION ON INDIVIDUALS.

Agency is a political subdivision that operates under the intergovernmental cooperation laws of the states in which it has members and thus is generally subject to public records laws analogous to those of its members. Such laws require that certain data collected or exchanged in carrying out the purposes of this Agreement shall be treated as non-public and confidential information, as defined by applicable law. A Party disclosing any such information in the performance of this Agreement shall designate in writing the information as confidential, using the phrase "Confidential, Subject to Restricted Access and Disclosure," or similar words. The Party receiving any such designated information may not disclose such information to any third party, except as required by law, by a specific written agreement among the Parties and/or the subject of the information, or as otherwise provided in this Section. In the event a Party in receipt of confidential information receives a request for disclosure of the confidential information and, in the opinion of legal counsel for the receiving Party, disclosure is required by law, then that Party shall immediately inform the Party who disclosed the information prior to making any such disclosure. Each Party shall cooperate to enable the Party who disclosed the information, or other affected entities, if they so desire, to obtain a protective order or other reliable assurance that confidential treatment will be maintained consistent with applicable law. Each Party agrees to defend, indemnify, and hold harmless the other Parties and their officials, officers, agents, employees, and volunteers from and against any claims resulting from the indemnifying Party's unauthorized and unlawful disclosure and/or use of data in violation of the terms of this Section. The terms of this Section shall survive the cancellation or termination of this Agreement for a term as provided by law or, in the absence of a specific law, as provided by records management policies of each respective Party.

Section 21. AMENDMENT.

Except as provided for expressly herein, neither this Agreement nor any terms hereof may be terminated, amended, supplemented, waived, or modified except by an instrument in writing executed by all Parties to this Agreement, *that is* this individual agreement among Agency, Western Minnesota, and City of Luverne.

Section 22. OPINION AS TO VALIDITY.

Upon the execution and delivery of this Agreement, Municipality shall furnish Agency with an opinion by an attorney or firm of attorneys qualified to practice in the state in which Municipality is located to the effect that:

(a) Municipality is a municipal corporation duly created and validly existing pursuant to the Constitution and statutes of such state;

(b) Municipality has full legal right and authority to enter into this Agreement and to carry out its obligations hereunder; and

(c) Municipality has approved this Agreement and its execution and delivery, and this Agreement has been duly executed by the appropriate officer of Municipality and constitutes the legal, valid, and binding obligation of Municipality enforceable in accordance with its terms.

Section 23. NOTICES.

Any notice, demand, or request required or authorized by this agreement shall be deemed properly given if mailed, postage prepaid, to Agency at its principal place of business at 3724 West Avera

Drive, P.O. Box 88920, Sioux Falls, South Dakota 57109-8920, to Municipality at 305 E. Luverne St., Luverne, Minnesota, 56156, and to Western Minnesota at 129 Second Street NW, Ortonville, Minnesota, 56278. The foregoing addresses may be changed at any time by similar notice. All notices given to Agency shall also be given to any New Power Supplier.

Section 24. WAIVERS.

Any waiver at any time by any Party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.

Section 25. SEVERABILITY.

In the event that any of the terms, covenants, or conditions of this Agreement, or the application of any such term, covenant, or condition as to any person or circumstance, shall be held invalid by any court having jurisdiction under the circumstances, the remainder of this Agreement, and the application of its terms, covenants, or conditions to such persons or circumstances, shall not be affected thereby.

Section 26. SECURITY FOR POWER SUPPLY CONTRACTS.

(a) Municipality acknowledges and agrees that Agency may pledge and assign an undivided interest in all of its right, title, and interest in and to all payments to be made to Agency by Municipality under this Agreement to Western Minnesota and each New Power Supplier to secure Agency's obligations to each under its respective Power Supply Contract. Upon execution of any such pledge and assignment, Western Minnesota and the New Power Supplier(s) shall have all of the rights and remedies provided to Agency under this Agreement.

(b) Municipality and Western Minnesota hereby agree that, if Agency shall be unable to perform, or shall default in the performance of, its obligations under this Agreement for any reason whatsoever including, without limitation, by reason of any defect in the organization or other legal disability of Agency (but not if such default is the result of a default by Western Minnesota under its Power Supply Contract) or if Agency shall default in the performance of any of its obligations under its Power Supply Contract with Western Minnesota, then Western Minnesota shall be entitled and obligated to the extent lawfully empowered to do so, to assume the rights, duties, and obligations of Agency under this Agreement as fully as if this Agreement named and referred to Western Minnesota herein in every place where Agency is herein named and referred to; *provided that* the obligation of Western Minnesota to meet the requirements of Municipalities for power and energy hereunder and under the Power Sale Agreements (S-1) shall be limited to an obligation to supply to the extent available an amount of power and energy hereunder and under the other Power Sale Agreements (S-1) up to that amount of power and energy which is associated with the capacity entitlement acquired by Agency under its Power Supply Contract with Western Minnesota. In the event that such amount of power and energy shall be less than the amount of power and energy required hereunder and under the other Power Sale Agreements (S-1), the amount of available power and energy shall be allocated monthly among Municipality and other Municipalities which have entered into Power Sale Agreements (S-1) pro rata in accordance with their respective power and energy requirements required to be met hereunder and thereunder during the corresponding month of the calendar year which precedes the calendar year in which Agency's inability to perform or default shall have occurred.

(c) The obligations of Municipality to Western Minnesota and the New Power Supplier(s) hereunder shall not be dependent upon, or affected by, the due organization or existence of Agency, the validity of this Agreement as to Agency, the enforceability of this Agreement against Agency, or any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, dissolution, or the like of Agency.

Section 27. NEW POWER SUPPLIER(S); PARTIES TO THIS AGREEMENT.

In the event Agency shall hereafter enter into a contract with one or more New Power Supplier(s) providing for the acquisition by Agency from the New Power Supplier(s) of power supply resources and such contract(s) satisfies all applicable requirements of the Power Supply Contract relating to the opening of the pledge provided for in Section 26 above to the New Power Supplier(s), then the New Power Supplier(s) may become a party hereto upon the execution by Agency and the New Power Supplier(s) of an agreement(s) pursuant to which the New Power Supplier(s) agree(s) to be bound by all of the terms and conditions hereof to the extent that such terms and conditions are applicable to a New Power Supplier, including, with respect to that New Power Supplier's Power Supply Contract, the rights and obligations similar to those applicable to Western Minnesota under Section 26(b). From and after the effective date of such agreement between the New Power Supplier and Agency, the New Power Supplier shall be a party hereto and the contract between the New Supplier and Agency providing for the acquisition of the power supply resources shall be a Power Supply Contract as such term is used herein, all without any further action or consent by any other Party hereto.

Section 28. ENTIRE AGREEMENT.

This Agreement, including all schedules hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and, as of January 2, 2027, shall supersede all prior agreements and understandings between the Parties relating to the subject matter hereof, and no subsequent agreements will have any effect unless formed in accordance with Section 21.

[The remainder of this page is intentionally left blank; the signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement, as amended and restated, to be executed as of the date stated below.

MISSOURI BASIN MUNICIPAL POWER AGENCY d/b/a MISSOURI RIVER ENERGY SERVICES

[SEAL]

By ____________________________
Chair, Vernell Roberts

ATTEST:

____
Date

____
Steve Lehner, Secretary/Treasurer

CITY OF LUVERNE

[SEAL]

By ____________________________________
(Signature)

ATTEST:

____
Name (Printed)

____
Title (Printed)

____
(Signature)
Title:

____
Date

WESTERN MINNESOTA MUNICIPAL POWER AGENCY

[SEAL]

By ______________________________
President, Scott Hain

ATTEST:

____
Date

____
Travis Schmidt, Secretary