

EXHIBIT B

(Operating Agreement Including Quantitative Determinations)

1. This Exhibit B made on _____, effective under and as a part of Contract No. 12-UGPR-1043, dated September 17, 2012, hereinafter called the Contract, shall become effective on the first day of the first full billing period after the date of its execution. Upon such effective date, this Exhibit B shall terminate and supersede Exhibit B dated September 17, 2012, and shall remain in effect until superseded by another Exhibit B or termination of the Contract.

2. CRETE'S FIRM ELECTRIC SERVICE ARRANGEMENTS:

2.1 The System Definitions and Billing Determinations set forth in this Operating Agreement are based upon the understanding of the Parties that Crete's firm electric service arrangements are such that its system load requirements are normally supplied from the following sources:

2.1.1 Firm electric service from Western.

2.1.2 Firm electric service from another power supplier. As of the date of this Exhibit B, Crete is receiving firm electric service from Municipal Energy Agency of Nebraska (MEAN).

2.1.3 Crete's own generation which has been leased to MEAN

2.2 Western reserves the right to unilaterally require the substitution of a new Exhibit B in the event that the firm electric service arrangements of Crete are altered so that this Exhibit B does not correctly identify those arrangements.

3. REPORTING REQUIREMENTS: None at this time.

4. SYSTEM DEFINITIONS:

4.1 Historically, Crete's System Demand for any billing period was the sum of the highest coincident 30-minute integrated demands established from meter readings taken at the Point of Measurement (POM), which may have been adjusted and defined in Exhibit C.

4.2 Historically, Crete's System Energy Requirements for any billing period was the total energy delivered during the billing period at the POM, which may have been adjusted and defined in Exhibit C.

5. FIRM POWER AND ENERGY OBLIGATION OF WESTERN:

5.1 Notwithstanding the provisions of Subsection 6.3 of the Contract, the Parties, by mutual agreement, have established, for each month of the year, values for the Maximum Rate of Firm Power Obligation and Maximum Energy Obligation of Western to Crete as shown below. The table was calculated based upon the November 1980 through October 1981 reference year chosen by Crete.

Summer Season	kW	MWh	Winter Season	kW	MWh
May	2,379	1,172	November	1,880	1,036
June	2,588	1,330	December	1,880	962
July	2,588	1,269	January	1,880	953
August	2,588	1,159	February <u>1/</u>	1,786	986
September	2,588	956	March	1,756	897
October	2,493	1,167	April	1,676	965

1/ Energy amount for leap year will be 1,021 MWh.

5.2 The Maximum Rate of Firm Power Obligation and Maximum Energy Obligation of Western in any billing period shall each be, for the billing period involved, apportioned among the Point(s) of Delivery identified in Exhibit C.

5.3 This Subsection is intentionally left blank.

5.4 Crete shall be responsible to notify Western in the event that Crete's System Demand and/or Crete's System Energy Requirements in a billing period are less than the values in Subsection 5.1 above for that billing period.

5.5 Either Party hereto shall have the right to resume determination of Western's firm power and energy obligations to Crete pursuant to Subsection 6.3 of the Contract upon five years' advance written notice to the other Party or upon a period of less than five years if mutually agreed to. In the event of such notice, obligation determinations pursuant to Subsection 6.3 of the Contract shall begin upon the effective date of a revised Exhibit B providing for such determinations.

5.6 Western reserves the right to appropriately modify the above power and energy values in the event that the Contract Rate of Delivery or energy deliveries are modified as provided elsewhere in the Contract.

6. BILLING DETERMINATIONS:

6.1 The billed demand for firm power provided by Western to Crete in any billing period shall be, for that billing period, the Maximum Rate of Firm Power Obligation as established pursuant to Section 5 above.

6.2 The billed energy provided by Western to Crete in any billing period shall be, for that billing period, the Maximum Energy Obligation as established pursuant to Section 5 above.

7. USE OF DIGITAL SIGNATURES: The Parties agree that this Exhibit B may be signed and executed by digital signature in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

DRAFT

8. EXECUTION IN COUNTERPARTS: This Exhibit B may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit B may be detached by any counterpart of this Exhibit B without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Exhibit B identical in form hereto, by having attached to it one or more signature pages.

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing

for Upper Great Plains Region

Address P.O. Box 35800

Billings, MT 59107-5800

(SEAL)

CITY OF CRETE, NEBRASKA

By _____

Attest:

Title _____

By _____

Address P.O. Box 86

Title _____

Crete, NE 68333-0086