

EXHIBIT B

(Operating Agreement Including Quantitative Determinations)

1. This Exhibit B made this _____ day of _____, 200____, on _____, effective under and as a part of Contract No. 89-BAO-37712-UGPR-1043, dated October 30, 1989September 17, 2012, hereinafter called the Contract, shall become effective on January 1, 2006the 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B shall terminate and supersede Exhibit B dated November 28, 2000September 17, 2012, and shall remain in effect until superseded by another Exhibit B or termination of the Contract.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'sCrete'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: Crete must provide, or cause to be provided, data to Western each month that documents both the times of operation and the amounts of power and energy generated. If Crete's resources are not operated during the month, information shall be submitted to Western so indicating. Crete shall also keep such other records as may be necessary for the purposes of this Exhibit B and will furnish the Contracting Officer with such information or reports necessary for the determinations called for herein.~~

3. REPORTING REQUIREMENTS: None at this time.

4. SYSTEM DEFINITIONS:

4.1 Crete'sHistorically, Crete's System Demand for any billing period shall be 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.

~~4.1.1 the Point(s) of Measurement, as may be adjusted and defined in Exhibit C; and~~

~~4.1.2 the Point(s) of Measurement into Crete's system from its generating units, adjusted, if necessary, to generator bus voltage.~~

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

~~4.2.1 the Point(s) of Measurement, as may be adjusted and defined in Exhibit C; and~~

~~4.2.2 the Point(s) of Measurement into Crete's system from its generating units, adjusted, if necessary, to generator bus voltage.~~

5. FIRM POWER AND ENERGY OBLIGATION OF WESTERN:

5.1 Notwithstanding the provisions of Subsection 6.23 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 1/	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 ~~using the ratio of the obligation of Western, as noted above, to the respective Crete's System Demand and System Energy Requirements for that same period as determined pursuant to Section 4 above.~~

5.3 ~~This Subsection is intentionally left blank.~~

5.4 ~~Crete shall be responsible to notify Western in the event that Crete's Crete's System Demand and/or Crete's Crete's System Energy Requirements in a billing period are less than the values in Subsection 5.1 above for that billing period, then Crete's actual System Demand and/or System Energy Requirements shall be Western's Maximum Rate of Firm Power Obligation and Maximum Energy Obligation for that billing period.~~

5.45 Either Party hereto shall have the right to resume determination of Western's firm power and energy obligations to Crete pursuant to Subsection 6.23 of the Contract upon five ~~years~~ 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 6.23 ~~of the Contract~~ shall begin upon the effective date of a revised Exhibit B providing for such determinations.

5.56 Western reserves the right to appropriately modify the above power and energy values in the event that the Contract Rate(s) 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.

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 Manager

_____ 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
