

UGPR-1043

\_\_\_\_City of Crete, Nebraska

EXHIBIT C

(Transmission Path and Delivery and Measurement Conditions)

4.1. This Exhibit C ~~is made this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_, to be on~~  
~~effective under and as a part of Contract No. 89-BAO-37712-UGPR-1043, dated~~  
~~, 19 \_\_ 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 of the Contract, this Exhibit C shall terminate and supersede Exhibit C~~  
~~dated September 17, 2012, and shall remain in effect until either superseded by another~~  
~~Exhibit C or the termination of the Contract.~~

2. TRANSMISSION PATH: ~~The contract~~

2.1 Historically, the transmission path for the electric power and energy sold by Western to Crete will be from the system edge of Western, over the Western's transmission system into third party transmission systems, under arrangements entered into by Crete, and then to Crete's facilities at Point of Delivery (POD) in the vicinity of Crete, Nebraska.

2.2 On October 1, 2015, Western joined Southwest Power Pool, Inc. (SPP) and placed certain facilities into SPP Zone 19 1/ which allows Western to deliver Federal power and energy within SPP Zone 19 2/. The facilities of Crete are not directly interconnected with SPP Zone 19. Deliveries of Federal power and energy sold under this Contract are therefore made over Western's facilities within SPP Zone 19, then into system(s) under the functional control of SPP outside of SPP Zone 19 3/, and that power and energy is then delivered to Crete. Crete's facilities are directly interconnected with the facilities of Nebraska Public Power District (NPPD) to the Point of Delivery specified in Subsection 3.1. This transmission path located in SPP Zone 17. Crete is provided responsible for under and has made the necessary transmission arrangements for delivery of Federal power and energy, including losses, from the edge of SPP Zone 19 to the POD identified in Section 3 below. Should Western no longer have qualifying transmission facilities in SPP Zone 19 or the transmission arrangements change, Crete is responsible for all transmission arrangements from the edge of Western's system to the POD in Section 3 below. If needed, the Parties agree in good faith to revise this Exhibit C to reflect new conditions.

1/ SPP Zone 19 may consist of multiple transmission owners with qualified transmission facilities in SPP Zone 19.

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2/ Western has made separate contractual arrangements entered into by Crete for delivery of Federal power and energy in SPP Zone 19.

3/ Federal power and energy may pass over system(s) under the functional control of SPP in Zones 16, 17, and/or 18 before being delivered to Crete.

### 3. DELIVERY CONDITIONS:

3.1 The Point of Delivery (POD) for electric power and energy delivered to Crete is defined as the point where the ~~34.5-kV facilities, 500-volt circuit~~ of NPPD ~~connects~~ connects to the ~~34.5-kV facilities, 500-volt circuit~~ of Crete at or near, in the vicinity of Crete, Nebraska.

~~3.2 Electric power and energy will be delivered to Crete at a nominal delivery voltage of thirty-four thousand five hundred (34,500) volts.~~

4. MEASUREMENT CONDITIONS: ~~The Point of Measurement for electric power and energy delivered to Crete will~~ Crete receives fixed firm power and energy amounts as listed in Exhibit B. Meter readings are not used for Crete's deliveries. Crete is billed the fixed power and energy values as provided in Exhibit B of this Contract.

5. USE OF DIGITAL SIGNATURES: The Parties agree that this Exhibit C 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.

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6. EXECUTION IN COUNTERPARTS: This Exhibit C 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 C may be at or near the Point of Delivery and such electric power and energy shall be detached by any counterpart of this Exhibit C without impairing the legal effect of any signatures thereon, and may be measured at thirty-four thousand five hundred (34,500) volts attached to another counterpart of this Exhibit C 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