

EXHIBIT C

**ILLINOIS MUNICIPAL ELECTRIC AGENCY
AMENDED POWER SALES CONTRACT
BETWEEN
ILLINOIS MUNICIPAL ELECTRIC AGENCY
AND
CITY OF FARMER CITY, ILLINOIS
DATED JUNE 1, 1990**

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ILLINOIS MUNICIPAL ELECTRIC AGENCY

AMENDED POWER SALES CONTRACT

This Contract entered into as of the 1st day of June, 1990, between ILLINOIS MUNICIPAL ELECTRIC AGENCY ("IMEA" or "Agency"), a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, and CITY OF FARMER CITY, ILLINOIS ("Member"), a municipal corporation created and existing under the laws of the State of Illinois.

W I T N E S S E T H:

WHEREAS, Public Act 83-997 (the "Act") enables municipalities owning and operating electric utilities, furnishing retail electric service to the public to jointly plan, finance, own and operate electric generation and transmission facilities; and

WHEREAS, pursuant to the Act, 28 such municipalities joined together to form IMEA to acquire and construct projects or participate in projects with investor-owned utilities, generation and transmission cooperatives and others which may be used or useful in the generation, production, distribution, transmission, purchase, sale, exchange or interchange of electric energy; and

WHEREAS, under the Act the Member is a municipality owning or operating an electric utility which furnishes retail electric service to the public and may enter into and carry out contracts and agreements for the purchase from IMEA of power supply and energy transmission services, power supply development services and other services; and

WHEREAS, in order to secure an adequate, reliable and economic supply of electrical energy for the Member, IMEA and Member entered into a Power Sales Contract dated June 6, 1986, which the Agency and the Member now desire be superseded by this Amended Power Sales Contract under the terms of which the Agency will sell to the Member and the Member will purchase from the Agency all of the Member's power and energy requirements and transmission services; and

WHEREAS, the Member has determined that it is prudent and in the best interest of the Member to enter into this Contract to supersede the Power Sales Contract dated June 6, 1986, in order to obtain an adequate, reliable and economic long term supply of power and energy;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Contract, the Agency and the Member agree as follows:

Definitions.

The following terms shall, for all purposes of this Contract, have the following meanings unless the context expressly or by necessary implication requires otherwise:

"Board of Directors" shall mean the corporate authority of the Agency with powers as provided in the Act.

"Bonds" shall mean any revenue bonds, notes and other evidences of obligations of the Agency issued under the provisions of the Act to finance any cost, expense or liability relating to the Power Supply System or service under the Power Sales Contracts.

"Bond Ordinance" shall mean any one or more ordinances, resolutions, indentures or other similar instruments of the Agency providing for the issuance of Bonds.

"Delivery Point" shall mean a presently existing metered connection or connections of IMEA's or another party's transmission or distribution system with Member's transmission or distribution system as set forth in Schedule A or a new connection as Member may request and IMEA or another party is willing to provide in the future.

"Member" shall be the city, village or town executing this Contract.

"Participating Members" shall mean those Members that are or hereafter become parties to Power Sales Contracts, as defined below.

"Party" shall mean a party to this Contract and its successors and permitted assigns.

"Point of Measurement" shall mean any point at which metering equipment is located for purposes of measuring power and energy deliveries to the Member as set forth in Schedule A hereof as amended from time to time.

"Power Sales Contracts" shall mean this Contract and other contracts providing for the sale of power and energy by IMEA to the other Participating Members as amended from time to time (excepting therefrom the contracts entered into by the Agency and Participating Members for power supplies which are specifically superseded by the Power Sales Contracts and any other contracts which the Agency designates as being excepted).

"Power Supply System" shall be broadly construed to mean, encompass and include all Projects and all electric production, transmission, distribution, conservation, load management, general plant and related facilities, equipment or property, and any mine, well, pipeline, plant, structure or other facility for

the development, production, manufacture, storage, transportation, fabrication or processing of fossil, nuclear or other fuel of any kind or any facility or rights with respect to the supply of water, in each case for use, in whole or in major part, in any of the Agency's generating plants, now existing and hereafter acquired by lease, contract, purchase or otherwise or constructed by the Agency, including any interest or participation of the Agency in any such facilities or any rights to the output or capacity thereof, together with all additions, betterments, extensions and improvements to said Power Supply System or any part thereof hereafter made and together with all lands, easements and rights-of-way of the Agency and all other works, property or structures of the Agency and contract rights and other tangible and intangible assets of the Agency used or useful in connection with or related to said Power Supply System, including without limitation a contract right or other contractual arrangement for the long term or short term interconnection, interchange, exchange, pooling, wheeling, transmission, purchase or sale of electric power and energy and other similar arrangements with entities having generation and transmission capabilities and located within or without the State of Illinois. Power Supply System shall not include (1) any properties or interest in properties of the Member, except with respect to any contract rights the Agency may have in such properties pursuant to any contract between the Member and the Agency other than this Contract, and (2) any properties or interest in properties of the Agency which the Board of Directors determines shall not constitute a part of the Power Supply System for the purposes of the Power Supply Contracts with the Participating Members.

"Project" means (i) any plant, works, system, facility, and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, used or useful in the generation, production, distribution, transmission, purchase, sale, exchange or interchange of electrical energy and in the acquisition, extraction, conversion, transportation, storage or reprocessing of fuel of any kind for any such purposes, or (ii) any interest in, or right to the use, services, output or capacity, of any such plant, works, system or facilities.

"Prudent Utility Practice" shall mean any of the practices, methods and acts which, in the exercise of reasonable judgment and in light of the facts (including, but not limited to, any practices, methods and acts engaged in or approved by a significant portion of electrical utility industry prior thereto) known at the time the decision was made, could have been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and expediency. In applying the standard of Prudent Utility Practice to any matter under this Contract, equitable considerations shall be given to the

circumstances, requirements and obligations of each of the Parties, and there shall be taken into account the fact that the Agency and the Member are both political subdivisions and municipal corporations of the State of Illinois with prescribed statutory powers, duties and responsibilities. Prudent Utility Practice is not intended to be limited to the optimum practice, method or acts to the exclusion of all others, but rather to a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and expediency. Prudent Utility Practice includes due regard for manufacturer's warranties and the requirements of governmental agencies which have jurisdiction.

"Rate Schedule" shall mean the rate schedule or schedules setting forth the rates and charges for payments by Participating Members, including the Member, for all services rendered by the Agency pursuant to the Power Sales Contracts. The initial Rate Schedules to be implemented by the Agency are expected to be substantially in the form of Schedule B and B1 attached hereto as revised and completed to reflect conditions in effect at the time of adoption of the initial Rate Schedules. The form of Schedule B and B1 is based on information available to and assumptions made by the Agency prior to the date of execution of this Contract. The Rate Schedule may be revised from time to time by new schedules adopted by the Agency in the manner provided for in Section 3 of this Contract, including, without limitation, any amendment, change, deletion or addition to any of the rates and charges, billing components, terms or conditions, or any adjustment set forth therein, including, but not limited to, amending the billing demand provision to impose a minimum demand whether or not based on prior demand measurements, which schedules may be applicable to any one or more Participating Members.

"Revenue Requirements" shall mean all costs and expenses paid or incurred or to be paid or incurred by the Agency resulting from the ownership, operation, maintenance, termination, retirement from service and decommissioning of, and repairs, renewals, replacements, additions, improvements, betterments and modifications to, the Power Supply System or otherwise relating to the acquisition and sale of power and energy, transmission, load management, conservation or related services hereunder and performance by the Agency of its obligations under the Power Sales Contracts for Participating Members, including, without limitation, the following items of cost:

- (1) payments of principal of and premium, if any, and interest on all Bonds issued by the Agency and payments which the Agency is required to make into any debt service reserve fund or account under the terms of any

Bond Ordinance or other contract with holders of Bonds; provided, however, that Revenue Requirements shall not include any principal of or premium, if any, or interest on Bonds due solely by virtue of the acceleration of the maturity of such Bonds;

- (2) amounts required under any Bond Ordinance to be paid or deposited into any fund or account established by such Bond Ordinance (other than funds and accounts referred to in clause (1) above), including any amounts required to be paid or deposited by reason of the transfer of moneys from such funds or accounts to the funds or accounts referred to in clause (1) above including any Rate Stabilization Fund or Account;
- (3) amounts which the Agency may be required to pay for the prevention or correction of any loss or damage to the Power Supply System or for renewals, replacements, repairs, additions, improvements, betterments, and modifications which are necessary to keep any facility of the Power Supply System, whether owned by the Agency or available to the Agency under any contract, in good operating condition or to prevent a loss of revenues therefrom;
- (4) costs of operating and maintaining the Power Supply System and of producing and delivering power and energy therefrom (including, without limitation, fuel costs, administrative and general expenses and working capital, for fuel or otherwise, regulatory costs (including but not limited to wholesale rate case intervention costs), insurance premiums, and taxes or payments in lieu thereof) not included in the costs specified in the other items of this definition, costs of power supply and demand-side planning and implementation associated with meeting the Agency's power supply obligations and costs of load management and conservation;
- (5) the cost of any electric power and energy purchased for resale by the Agency to the Participating Members and the costs of transmission, scheduling, dispatching and controlling services for delivery of electric power and energy under the Power Sales Contracts for Participating Members;
- (6) all costs incurred or associated with the salvage, discontinuance, decommissioning and disposition or sale of properties;
- (7) all costs, settlements and expenses relating to injury and damage claims asserted against the Agency;

- (8) any additional cost or expense not specified in the other items of this definition imposed or permitted by any regulatory agency or which is paid or incurred by the Agency relating to the Power Supply System or relating to the provision of services to Participating Members (including any amounts to be paid into any reserve account established by the Agency under the terms of any Bond Ordinance for the payment of Revenue Requirements in the future and any provision for depreciation) which is not otherwise included in any of the costs specified herein;
- (9) amounts required to be paid by the Agency including:
 - (i) any reserves the Agency shall determine to be necessary for the payment of those items of costs and expenses referred to in this definition to the extent not already included in any other clause of this definition; and
 - (ii) additional amounts which must be realized by the Agency in order to meet the requirement of any rate covenant with respect to coverage of principal and interest on Bonds contained in any Bond Ordinance or contract with holders of Bonds or which the Agency deems advisable in the marketing of its Bonds or under any contract to which it is a party.

Section 1. Term.

(a) Initial Term and Termination.

Provided the conditions of Section 1(b) are satisfied, this Contract shall take effect on October 1, 1990 and shall remain in effect for an initial term of thirty-five (35) years and thereafter from year to year until terminated by five (5) years prior written notice. In no event shall this Contract extend beyond September 30, 2030.

(b) Conditions for Effectiveness of Contract.

Notwithstanding any other provision of this Contract, the Contract shall not become effective either (i) unless by August 31, 1990, Participating Members with the combined Agency estimated coincident firm purchased power annual peak demand in 1991 of 250 MW have entered into Power Sales Contracts, or (ii) unless by August 31, 1990, the Agency's Board of Directors has determined the mix of Members signing Power Sales Contracts results in sufficient benefits or cost

reductions to the Participating Members in which event the Power Sales Contracts shall become effective. The Agency shall give the Participating Members notice on or before September 30, 1990 whether or not the Power Sales Contracts are to become effective. In the event this Contract does not become effective, any Power Sales Contracts between the Agency and the Members which are otherwise superseded by this Amended Power Sales Contract shall not terminate but shall continue in full force and effect throughout its term.

(c) Commencement of Service and Cancellation of Existing Contract.

Service to the Member under this Contract shall commence on a date to be fixed by the Agency upon notice of not less than thirty (30) days by the Agency to the Member. Until the Agency commences the service under this Amended Power Sales Contract, it shall continue to provide electric power and energy and the Member shall continue to take electric power and energy pursuant to the Power Sales Contract between the Agency and the Member dated June 6, 1986. Simultaneously with the commencement of service under this Contract, the present Power Sales Contract between the Member and the Agency shall be terminated and be superseded by this Contract.

All other power supply or transmission contracts between the Member and any entity other than the Agency shall be terminated or assigned by the Member to the Agency no later than the date upon which the Agency commences service to the Member as provided in this subparagraph or such other action is taken as mutually agreeable by the Agency and the Member.

If the Member is taking power or transmission service from a supplier other than IMEA on such commencement date, the providing of power by IMEA shall commence only if that Member's obligations from such supplier have ceased pursuant to an assignment or termination of an existing contract.

(d) Election for Accelerated Rates and Early Contract Termination.

- (i) Member may elect to be charged rates sufficient to amortize its proportionate share of debt service for any Agency bond financing over a period of fifteen years from the date of issuance of such bonds by giving the Agency written notice of its exercise of such election within ten (10) days of

its execution of the Contract but in no event later than September 1, 1990.

- (ii) Member's proportionate share of debt service to be recovered in rates shall be determined by the Board of Directors pursuant to guidelines established by the Board. Contrary to Section 3 of this Contract, rates for a Member electing this option shall not be identical to rates for other Participating Members.
- (iii) If Member gives the notice prescribed in subsection (i) hereof, the Agency shall give notice to Member of any subsequent bond financing which it plans and Member shall have 30 days after mailing of such notice by Agency to inform Agency if Member wants to receive service from the project being financed. If Member wants to receive service from such project, it shall advise the Agency in its response whether it wants its rates set so as to amortize its proportionate share of debt service over 15 years or over such time as Agency may propose for other Participating Members. If Member elects in its notice to Agency not to receive service from the project being financed, Agency's obligation to the Member shall be determined in accordance with subsection (iv) hereof.
- (iv) Member may further elect, by giving the Agency seven years advance written notice, to limit its purchase from the Agency commencing on a date twenty years after the effective date of this Contract to an amount of power and energy equal to its average annual purchases from the Agency for the last five years of the twenty-year period. Member, however, may not so elect if it has not yet paid the Agency rates sufficient to pay its proportionate share of debt service on the Agency's initial bond financing and any other bond issues it has elected to participate in.
- (v) If Member elects to have its rates set to recover debt service over fifteen years pursuant to subsection (i) of this section, it may rescind that election any time prior to the issuance by the Agency of its initial series of bonds or any time thereafter with the approval of the Board. If such election is so rescinded, Member's rates shall be set like the rates of other Participating Members, taking into account any accelerated debt service payments.

Section 2. Sale, Delivery and Purchase of Electricity.

(a) Sale and Purchase.

The Agency agrees to provide and sell and the Member agrees to take and pay for all of the electric power and energy required for the operation of the Member's electric utility during the term of this Contract over and above power and energy generated by any hydro-electric facilities of the Member and utilized in the operation of its municipal electric system.

In the operation of its electric utility system, the Member shall have the right at any time to utilize the power and energy generated by any hydro-electric facility owned by the Member, whether existing on the effective date of this Contract or hereafter acquired or constructed; provided, however, that the maximum amount of capacity from all such generating facilities which may be so utilized at any time shall not exceed 5 MW. The Member shall give the Agency at least one (1) year's advance written notice of its intention to acquire or construct any hydro-electric facility. The hydro-electric facilities, if any, owned by the Member at any time and the nominal ratings thereof shall be specified in Schedule C hereto.

(b) Restrictions on Other Sources.

Except as provided in Section 2(c), the Member shall not obtain electric power and energy required for the operation of its electric utility system from any other source; provided, however, if the Member is required by law to purchase power and/or energy from a small power production facility, a cogeneration facility or other facility, the Member shall immediately inform the Agency of such requirement whereupon the Member and the Agency shall use their best efforts to arrange for such purchases to be made by the Agency. If such arrangements cannot be made, then the Member shall make the required purchase and sell the power and energy to the Agency at the same price and on the same terms and conditions under which it was purchased by the Member. The Member hereby appoints the Agency to act as its agent in all dealings with the owner or operator of any such facility from which power or energy is to be purchased by the Agency directly or indirectly and in connection with all other matters relating to any such purchase and agrees unless ordered to do so by a court of competent jurisdiction not to make any such purchase

at prices or on terms and conditions not approved by the Board of Directors.

(c) Shortages.

In the event that the Agency is not able to supply all of the power and energy requirements of its Participating Members because of an event of Force Majeure as defined in Section 2(d) or because of an outage of all or any part of Agency's Power Supply System or because of an event beyond Agency's control, and after such reasonable notice as the Agency may be able to give, the Agency shall allocate the power and energy available to it during any billing period among the Participating Members on a pro rata basis in accordance with the Participating Members' respective power and energy requirements supplied by the Agency during the corresponding billing period of the preceding calendar year. Where a Participating Member did not purchase power and energy from the Agency during the corresponding billing period of the preceding calendar year, that Participating Member's purchases during such billing period from its supplier replaced by the Agency shall be used.

Although the Agency agrees to use its best efforts to avoid a shortage in supply, during any period when the Agency is unable to supply all of the Participating Member's electric power and energy requirements, the Member shall be permitted to acquire from other sources the amount of electric power and energy which is not supplied by the Agency; provided, however, that at such time as the Agency is again able to supply all of the Member's electric power and energy requirements, the Member shall be required to take and pay for such electric power and energy in accordance with the provisions of this Contract. Before entering into any arrangement to acquire power and energy from any source other than the Agency for any period in excess of 48 hours, the Member will notify and consult with Agency as to the terms and length of such purchases and obtain Agency's consent before contracting for such supply, which consent shall not be unreasonably withheld.

(d) Continuity of Service.

The Agency shall employ its best efforts, in accordance with Prudent Utility Practice, to provide a constant, adequate and uninterrupted supply of power and energy to the Member (except where the Member is purchasing interruptible or curtailable power or non-firm energy from the Agency under a separate interruptible,

curtailable or non-firm rate schedule adopted by the Board of Directors) and shall seek to restore service promptly and diligently on any interruption, but the Agency does not guarantee that service hereunder will be uninterrupted or at all times constant.

If the supply of electric power and energy to the Member hereunder shall fail, be interrupted, be reduced, or become defective through an event of Force Majeure, which shall include but not be limited to an act of God, nature, common enemy, failure of any power and energy or transmission service supplier of the Agency or any public authority, or because of accident, riot, insurrection, war, explosion, labor dispute, fire, flood or prudent actions taken to prevent or limit the extent or duration of disturbances of service on Agency's system, or if one or more of its suppliers, or that of systems through which electric service is rendered to the Agency or the Member is interrupted, or for any other cause beyond the reasonable control of the Agency, the Agency shall not be liable for damages caused thereby and such events shall not constitute a breach of the Agency's obligations under this Contract. No cause or contingency, however, including any failure of the Agency to supply electric power and energy to the Member for any period because of any of the aforesaid conditions, shall relieve the Member of its obligation to make all payments to the Agency required by this Contract, when due, for power and energy supplied by the Agency during any other period.

The Agency may interrupt service hereunder as necessary for repairs to, or changes of, equipment or facilities needed to provide service hereunder, or for installation of new equipment or facilities, but only for such reasonable times as may be unavoidable, and to the extent possible, with reasonable advance notice to, and in coordination with, the Member.

Section 3. Rates and Charges.

The Member shall pay the Agency for all power and energy and other services furnished under this Contract from the date that service commences as provided in Section 1(c) at the rates and on the terms and conditions set forth in the Rate Schedule, as the Rate Schedule may be changed and supplemented by the Agency's Board of Directors from time to time.

The Agency's Board of Directors shall establish and maintain its rates and charges under its Power Sales Contracts with its Participating Members to provide revenues which are sufficient, but only sufficient, together with other available revenues of

the Agency, to cover the estimated Revenue Requirements of the Agency. In determining rates and charges necessary to produce sufficient revenues, the Agency shall take into account any anticipated (or actual) delinquency or default in payments by Participating Members. The Agency's rates and charges shall be set generally on a uniform postage stamp basis so as to recover all production and transmission costs in providing service to all Participating Members; provided, however, that the rates and charges may vary between Participating Members to reflect contracts with Participating Members having varying lengths of terms, the effect on rates for Participating Members selecting the option provided for in Section 1(d) of this Contract, differences in delivery voltage level, delivery facilities costs, different load factors, and variances in service provided to Participating Members which enter into Capacity Purchase Agreements and Participating Members which do not (including a phase-in of postage stamp rates to reflect load factors of certain Participating Members) and may contain ratchets, load factor requirements and other provisions which affect all Participating Members or only Participating Members which obtain a portion of their requirements from any other source. The methodology for establishing rates and charges used by the Agency may be modified by the Agency from time to time.

The Agency shall place into effect initial rates and charges applicable on commencement of service by the Agency to the Participating Members and thereafter at such intervals as it shall determine appropriate, but in any event not less frequently than once in each calendar year, the Agency shall review and, if necessary, revise its rates and charges under the Power Sales Contracts, to ensure that the rates and charges thereunder cover the Agency's estimated Revenue Requirements.

The Agency's rates and charges hereunder may include one or more automatic adjustment clauses which may be modified or changed periodically to insure that the Agency is protected against changing cost of fuel, purchased power, taxes, and other costs of service. The automatic adjustment clauses may use estimated costs, with a later true-up to actual costs. The Agency may place an automatic adjustment clause in effect to recover costs from the date they were incurred upon thirty (30) days notice to the Member and shall provide the Member supporting information which need not be the same detailed analysis as for base rate changes.

In connection with any revision of the Rate Schedule, except as to automatic adjustment clause rate changes, the Agency shall cause a notice in writing to be given to all Participating Members which shall set out any proposed revision of the Rate Schedule with the effective date thereof, which shall be not less than sixty (60) days after the date of the mailing of the notice, and which shall be accompanied by an analysis of the estimated

Revenue Requirements for which the Rate Schedule is proposed to be revised and the derivation of the proposed rate. The Member agrees to pay for electric power and energy made available by the Agency to it hereunder after the effective date of any revisions in the Rate Schedule in accordance with the Rate Schedule as so revised.

Section 4. Payment Obligation.

(a) Nature of Obligation to Pay.

The obligation of the Member to pay all rates and charges established by the Agency under Section 3 of this Contract for the delivery of power and energy and for other services provided by the Agency shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be otherwise conditioned upon the performance by the Agency of its obligations under the Power Sales Contracts for Participating Members or any other instrument or agreement. It is expressly understood that the Member shall be obligated to pay all rates and charges imposed for power and energy supplied hereunder regardless of whether any one or more projects or other facilities of the Agency constructed, purchased or undertaken to provide service hereunder are operating or operable at any time; provided, however, that except as provided by this subsection (a) nothing herein shall be construed to prevent or restrict the Member from asserting any rights which it may have against the Agency under this Contract or under any provision of law, including the institution of legal proceedings for specific performance or recovery of damages.

(b) Limitation on Obligation to Pay.

All payments made by the Member for services hereunder shall be made as operating expenses from the revenues of the Member's electric utility system, or any integrated utility system of the Member of which the Member's electric utility system may be a part, and from other funds of such system legally available therefor and shall be in addition to, and not in substitution for, any other payments, whether on account of dues or otherwise, owed by the Member to the Agency. The Member shall not be required to make payments under this Contract except from the revenues of the Member's electric system, or other integrated public utility system of which the electric system is a part, and from other funds of such system legally available therefor. In no event shall the Agency, or any other person or entity, including any person or

entity to which revenues under this Contract have been assigned or pledged, be entitled to look to, or seek to recover from, any other revenues, monies or property of the Member for payment of any amounts due hereunder. The obligation of the Member to make payments for services hereunder shall not constitute a general obligation of the Member and shall not constitute indebtedness of the Member for the purpose of any statutory limitation and the Member shall not be required to make such payments from any source other than the revenues and funds referred to in the first two sentences of this paragraph. In no event shall the Member be required to make payments under this Contract from tax revenues or to impose any new tax or adjust any existing tax for such purpose.

The Member's electric utility system shall be deemed to be a part of an integrated utility system for purposes of this Contract if the revenues of the electric utility system (i) are commingled with the revenues of one or more utility systems owned by the Member, or (ii) are utilized to pay operating expenses of the Member's electric utility system and one or more other utility systems owned by the Member, or (iii) are pledged to secure any bonds or other evidences of indebtedness issued to finance one or more utility systems owned by the Member. For purposes of this paragraph, the term "commingled" shall not be deemed to include the keeping of funds in one bank account so long as such funds are separately accounted for on the books and records of the Member. An integrated utility system shall not be deemed to exist hereunder merely (i) because the Member's electric utility and another utility of the Member are managed by the same commission or other public body, have common employees or facilities, the costs of which are shared, or undertake joint projects or (ii) where surplus funds from one utility which are legally available for transfer to the general fund of the Member are transferred or loaned to the other utility.

Section 5. Billing.

(a) Billing Procedure.

The calendar month shall be the standard period for all settlements under this Contract. The Agency may, from time to time, adopt another standard period for settlements. It is understood that, as soon as practicable after the end of each billing period, IMEA

shall prepare and transmit a detailed statement to Member which shows amounts due from the Member.

Billing period statements for charges under this Contract shall be rendered by IMEA in the month following the billing period in which the charges were incurred. Each payment shall be due, and payment of each bill shall be made to IMEA by electronic transfer or such other means as shall cause payment to be available for the use of IMEA on the first banking day following the tenth (10th) day after the date of invoice. Interest on unpaid amounts shall accrue daily at the then current published prime interest rate per annum of The Continental Illinois National Bank or its successor to the extent permitted by law from the due date of such unpaid amount and until the date paid.

(b) Billing Disputes.

In the event that the Member takes exception to a bill rendered by the Agency, the Member shall pay the disputed amount and promptly inform the Agency in writing of the basis for the dispute. The Member will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of the Agency in the manner herein specified within thirty (30) days of when the Member first learns of the basis for the dispute.

Within thirty (30) days of receipt of the notice of the dispute, including an explanation by the Member of the nature of the dispute, the Agency shall respond to the Member's protest in writing. In the event it is determined that all or part of the disputed payment was not properly payable, then the Agency shall refund such amount together with interest thereon from the date the amount was paid until the refund is made at an annual rate equal to that established pursuant to subsection (a) above.

In addition, any billing adjustment sought by the Member which is related to the Agency obtaining a similar billing adjustment from any transmission or power or energy supplier to the Agency shall be dependent upon the Agency obtaining a corresponding adjustment from its supplier. The Agency shall pursue any such corresponding adjustment with due diligence, provided that the Agency considers such adjustment to be appropriate.

(c) Service Discontinuance and Contract Termination for Failure to Pay.

Whenever any amount due remains unpaid after the due date, the Agency may take all steps available to it under applicable law to collect such amount and, subject to any applicable regulatory requirements, after giving thirty (30) days advance notice in writing of its intention to do so, discontinue service hereunder if the amount remains unpaid at the end of said 30-day period. 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, the Agency may terminate this Contract. No such discontinuance or termination shall relieve the Member from liability for payment for electric power and energy furnished hereunder, or made available to the Member where the Member has an obligation to take such power and energy and has not, or for damages suffered by the Agency, or any other Participating Member, as a consequence of default by the Member. The Agency may, either at law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel the performance of the covenants, agreements, and obligations of the Member under this Contract to be performed by the Member or any officer thereof.

(d) Partial Month Bill.

In the event that the initial or final month's service under this Contract is for less than a full month's service, the Member shall be billed for such partial month. The bill for such fractional part of a billing period shall be proportionately adjusted by IMEA in the ratio that the number of hours that electric service is furnished to the Member (in such fractional billing period) bears to the total number of hours in the billing period involved. Except as provided in this subsection with respect to fractional billing periods at the beginning and end of service, there shall be no proration of demand charges under the Rate Schedule for any billing period during any part of which power is made available to the Member.

Section 6. Delivery Conditions and Metering.

(a) Electric Characteristics.

The electric service furnished under this Contract shall be 60 Hertz, three phase alternating current and shall be delivered to the Delivery Points and metered

by the Agency, or its designee, at such location or locations and such voltages as are shown on Schedule A. The Delivery Points, the Points of Measurement, the Delivery Voltage, and Special Conditions of Service shall be as set forth in Schedule A which may be amended by the Agency from time to time to include such other Delivery Points and Points of Measurements and other provisions as may be established by the Agency. In the event the Agency and the Member agree on the need for an additional Delivery Point, the Agency will use its efforts to obtain it, exercising Prudent Utility Practice in doing so. When electricity is measured at more than one (1) point of measurement, the maximum total coincident demand of the Member's system shall be determined by combining the recorded demand at each Point of Measurement during the same 60-minute interval. The Member shall maintain its system power factor in accordance with Schedule A.

The Member shall install, own and maintain or cause to be installed and maintained at Delivery Point(s) established pursuant to this Contract or elsewhere at a location mutually agreeable to the parties hereto such facilities as may be necessary to protect the system of the delivering entity, including such transformation, control, switching and protective equipment as meets Prudent Utility Practice.

The Member shall provide or cause to be provided and maintained suitable protective devices on its system to prevent any loss, injury or damage that might result from single phasing conditions or any other fluctuation or irregularity in the supply of electrical power and energy. IMEA shall not be liable for any loss, injury or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by use of such protective device.

(b) Responsibility for Facilities.

The Agency's undertaking shall be complete upon the delivery of electric power and energy to the Delivery Points. Beyond the Delivery Points, except as the parties may agree otherwise, the Member shall furnish and maintain all devices, equipment and appliances, including but not limited to, control, protection, regulation and load shedding equipment, required to utilize safely and efficiently the power and energy delivered by the Agency.

If load growth or other power supply requirements or construction of facilities necessitate upgrading the Delivery Point(s) or adding new Delivery Point(s), unless otherwise agreed between the Agency and the Member, the Member shall be responsible for construction of, and the costs of, the new Delivery Point(s). The location of any new Delivery Point shall be subject to approval by the Agency, which approval shall not be unreasonably withheld. Upon request by the Member, the Agency may (but shall not be obligated to) fund the construction of new Delivery Points. In such event the cost thereof, with interest and supervisory costs, shall be recovered from the Member through the Agency's charges.

The Member shall provide, free of charge, suitable and sufficient space on its premises, including but not limited to all structures, enclosures and access facilities, for all electric facilities reasonably necessary for the Agency to deliver and measure power and energy to the Member hereunder and shall grant to the Agency, or the Agency's designee, a right-of-way over the Member's premises and property for the construction and maintenance of all such facilities as shall be placed thereon which are reasonably necessary for the provision of service to the Member.

The design and operating characteristics of the Member's electrical equipment at the Delivery Points shall be coordinated with the Agency and shall be subject to the Agency's approval, which approval shall not be unreasonably withheld.

(c) Metering.

All electric power and energy delivered under this Contract shall be measured as to real and reactive demand and energy by suitable metering equipment, including any needed area interchange, totalizing or remote metering equipment, located, furnished, installed, maintained and tested by the Agency or its designated power or transmission supplier. All energy will be measured at the service voltage at the Delivery Point by IMEA or the delivering party. In cases where IMEA or the delivering party elects to measure at a secondary voltage, IMEA or delivering party may at its option adjust the reading to a primary basis by the use of compensating meters.

It is understood that in some instances the metering equipment may not be located at the Delivery Points. All meters shall be kept under seal, such seals to be

broken only when the meters are to be tested and maintained.

The Member shall provide at no cost to IMEA or delivering party suitable space, if necessary, for the installation of meters and metering equipment at the Delivery Points or Points of Measurement.

The Agency's meters shall measure and record the electrical power and energy furnished hereunder at such Point of Measurement. Such metering equipment shall provide a continuous record of the 60-minute integrated total demand to the Member at such Point of Measurement during each billing period throughout the term of the Contract. Such records shall be available at all reasonable times to authorized agents of the Member.

(d) Meter Testing.

IMEA shall test and calibrate meters or cause meters to be tested and calibrated by comparison with accurate standards at intervals not to exceed the periodic test schedule approved by the Illinois Commerce Commission for such meters. IMEA shall make or cause to be made special meter tests at any time at the Member's request. The cost of all tests shall be borne by IMEA, except that if any special meter test made at the Member's request shall disclose that the meters are recording accurately, the Member shall reimburse IMEA for the cost of such tests. Meters registering not more than 2% 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 in accordance with the percentage of inaccuracy found by such test for the period, not exceeding ninety (90) days, that such inaccuracy is estimated to have existed. Should any meter fail to register, the electric power and energy delivered during such period of failure shall for billing purposes be estimated by IMEA and the Member from the best information available. IMEA shall notify the Member or cause the Member to be notified in advance of the time of any meter test so that the Member's representative may be present at such meter test.

Testing procedures may be changed by the Agency from time to time to reflect current electric industry practice and such change shall be incorporated by the Agency within Schedule B. The Member shall be entitled to install its own backup parallel metering.

Section 7. Additional Covenants of the Agency.

The Agency covenants and agrees as follows:

(a) Performance.

The Agency shall perform all of its obligations under this Contract promptly with due diligence in accordance with Prudent Utility Practice. The Agency shall employ its best efforts to provide adequate, reliable and reasonable cost electric service to the Member under this Contract. To this end the Agency shall plan to have such power and energy and such transmission resources available by contract or otherwise as are necessary and desirable to meet the requirements of all Participating Members, including reasonably anticipated growth as projected by the Agency.

The Agency will perform or cause to be performed services, including but not limited to, (i) coordinating and monitoring the investigating, studying, planning, engineering, designing, financing, installing, constructing, acquiring, operating, maintaining, retiring, decommissioning or disposing of any part of its Power Supply System; (ii) issuing and selling Bonds; (iii) planning, undertaking, coordinating and monitoring the economic dispatching and scheduling of power and energy to the Participating Members but only to the extent that the Agency possesses at the time its own load control capability; and (iv) providing such other services as the Agency from time to time shall determine to be appropriate or necessary to provide to the Member and enable the Member to utilize an adequate, reliable and economic supply of power and energy.

The duration and term of all contracts entered into by the Agency for the acquisition of facilities or for the acquisition of power and energy shall be determined by the Agency in light of its analysis of the power markets and determination of an appropriate mix of short, intermediate and long term resources.

(b) Enforcement of Obligations.

The Agency shall promptly collect all amounts due and enforce all provisions of the Power Sales Contracts and shall at all times maintain and promptly and vigorously enforce its rights against any Member which does not pay sums when due or perform the contract obligations pursuant to the provisions of Section 5 of this Contract.

(c) Records and Accounts.

The Agency shall keep accurate records and accounts of its operations in connection with this Contract in accordance with generally accepted accounting practices. The Agency's books and records shall be audited independently once a year. The Member shall have the right at any reasonable time to examine and audit such records at the Member's expense.

(d) Prudent Utility Practice.

The Agency shall, in accordance with Prudent Utility Practice: (i) at all times operate and conduct its business in connection with this Contract in an efficient manner, (ii) maintain the Power Supply System in good repair, working order and condition, and (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Power Supply System so that at all times the business carried on in connection therewith shall be properly conducted.

(e) Other Services.

The Agency may (but shall not be obligated to) provide such other services to the Member as the Member may request, including but not limited to, maintenance of the Member's system, billing of the Member's customers, safety training, load management, and meter reading. For any such service so provided by the Agency, the Agency will adopt charges therefor includable within its Rate Schedule, which charges shall be paid only by those Members requesting such service.

(f) Marketing Power.

After satisfying, to the extent provided for herein, the total requirements of all Participating Members, IMEA shall use its best efforts to market and dispose of under the most economically advantageous terms and conditions obtainable, all its surplus electric power and energy which in the sole judgment of IMEA can be disposed of without adversely affecting performance by IMEA under this Contract.

(g) Sales to Non-Participating Members.

The Agency may provide power and energy to Members which are not Participating Members at rates and under terms and conditions to be prescribed by the Board of Directors.

Section 8. Additional Covenants of the Member.

The Member covenants and agrees as follows:

(a) Maintenance of Rates.

The Member shall maintain rates for electric power and energy to its customers so that such rates shall provide revenues which, together with other funds estimated to be available, will be sufficient to meet the Member's obligations to the Agency under this Contract, and all other operating expenses of the Member's electric system, and to pay all obligations of the Member payable from, or constituting a charge or lien on, the revenues of its electric system.

If the Member establishes or maintains an integrated utility system of which the electric system is a part for its electric, water, sanitary sewer, wastewater or similar utility systems (or any combination of two or more thereof which includes its electric system), it shall maintain its rates for the services provided to the customers of its integrated utility system so that such rates shall provide revenues, which, together with other funds estimated to be available, will be sufficient to meet the Member's obligations to the Agency under this Contract, and all other operating expenses of the Member's integrated utility system, and to pay all obligations payable from, or constituting a charge or lien on, the revenues of its integrated utility system.

(b) No Sale or Lease.

The Member shall not sell, lease or otherwise dispose of all or substantially all of its electric system except on one hundred twenty (120) days' prior written notice to the Agency and, in any event, shall not so sell, lease or otherwise dispose of the same unless all of the following conditions are met: (i) at the sole option of the Agency either (x) the Member shall assign this Contract and its rights and interests hereunder to the purchaser, assignee or lessee of the electric system and such purchaser, assignee or lessee shall assume all obligations of the Member under this Contract in such a manner as shall assure the Agency to its sole satisfaction that the amount of electric power and energy to be purchased hereunder and the amounts to be paid therefor will not be reduced, and if and to the extent deemed necessary by the Agency in its sole discretion to reflect such assignment and assumption, the Agency and such purchaser, assignee or lessee shall

enter into an agreement supplemental to this Contract to clarify the terms on which power and energy are to be sold hereunder by the Agency to such purchaser, assignee or lessee; or (y) such purchaser, assignee or lessee shall enter into a new contract with the Agency for the purchase of electric power and energy in amounts, at prices and on terms which the Agency in its sole discretion determines not to be less beneficial to it and the other Participating Members than this Contract is and, upon such sale, lease or other disposition and the entering into of such new contract, this Contract shall be terminated; (ii) the senior debt, if any, of such purchaser, assignee or lessee, if such purchaser, assignee or lessee is not a Participating Member, shall be rated in one of the three highest whole rating categories by at least one nationally-recognized bond rating agency; and (iii) the Agency shall by resolution determine that such sale, lease or other disposition will not adversely affect the other Participating Members of the Agency or the value of this Contract, or any new contract entered into pursuant to clause (i)(y) above, as security for the payment of Bonds and interest thereon or adversely affect the eligibility of interest on Bonds (then outstanding or thereafter to be issued) for federal tax-exempt status. The Agency shall make the determinations required by this subsection (b) within one hundred twenty (120) days of receipt by the Agency of the notice referred to in the first sentence of this subsection (b) and shall set forth those determinations in writing to the Member.

In the event any sale, lease or other disposition is permitted pursuant to this subsection (b), Agency may request as additional security to preserve the flow of revenues under this Contract, and Member shall provide the funds to establish an escrow deposit equivalent to the Member's pro rata contribution to the Agency's Revenue Requirements for the balance of the Contract's initial term. Every five years, after the establishment of such escrow deposit, Agency will release to the Member such of the funds in the escrow equivalent to those paid to the Agency by the Member's purchaser, assigns or lessee during such previous five years.

(c) Prudent Utility Practice.

The Member shall, in accordance with Prudent Utility Practice, (1) at all times operate its electric system, or integrated utility system of which the electric system is a part, and the business in connection

therewith in an efficient manner, (2) maintain its electric system, or integrated utility system of which the electric system is a part, in good repair, working order and condition, and (3) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the electric system, or integrated utility system of which the electric system is a part, so that at all times the business carried on in connection therewith shall be properly conducted.

(d) Operating Expenses.

The Member represents, warrants and covenants that all payments to the Agency pursuant to this Contract shall constitute operating expenses of the Member's electric system (and should so provide in any future ordinance authorizing borrowing by the Member) payable from any operating and maintenance fund established for such system, or for such integrated utility system of which the electric system is a part, and that such operating expenses are and shall remain payable from the revenues of the Member's electric system, or integrated utility system, prior (except to the extent that any provision in any existing bond ordinance or borrowing resolution of the Member governing outstanding obligations of the Member provides to the contrary) to payment of any debt service payable from such revenues.

(e) Tax Status.

- (i) The Member shall not use or permit to be used any of the electric power and energy acquired under this Contract or operate its system in any manner or for any purpose or take any other action or omit to take any action which could, either alone or in conjunction with any other similar actions by the Member or other Participating Members of the Agency, result in loss of the exclusion from gross income for federal income tax purposes of the interest on any Bond or Bonds issued by the Agency, or which could be issued by the Agency in the future, as that status is governed by the federal income tax laws, as 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 (collectively, the "Tax Laws").

(ii) At the time of execution of this Contract, the Member has no contracts whereby any person, corporation, partnership or other non-governmental entity agrees to purchase from the Member electric power and/or energy provided to the Member under this Contract for a period of more than thirty (30) days except as shown on Schedule D hereto, and the Member has no current expectation of entering into any such contracts, except as set forth in Schedule D hereto. At least sixty (60) days prior to entering into any contract whereby any person, corporation, partnership or other non-governmental entity agrees to purchase from the Member electric power and/or energy provided to the Member under this Contract for a period of more than thirty (30) days, the Member shall notify the Agency of its intent to enter into such contract and provide copies of such contract to the Agency. Within sixty (60) days after receipt of such notice, the Agency shall advise the Member as to whether, in the opinion of counsel of recognized standing in the field of law relating to municipal bonds selected by the Agency, the entering into of such contract would result in a violation of the covenant in clause (i) above. The cost of this opinion shall be borne by the Member. Any determination by the Agency that any such contract would violate the covenant set forth in clause (i) above shall be made by the Agency based upon the aforementioned opinion. In the event that allocations are necessary under the Tax Laws to determine whether entering into any such contract violates the covenant set forth in clause (i) above, the Agency shall make such allocations, in its sole discretion, after receipt of an opinion of counsel of recognized standing in the field of law relating to municipal bonds selected by the Agency and paid for by the Member.

(f) Sale of Power.

The Member shall not sell at wholesale any of the electric power and energy delivered to it hereunder by the Agency to any customer of the Member or any other entity for resale by that customer or entity, unless it has first given the Agency 60 days written notice of its intent to sell such power and energy. The Agency, after receipt of such notice, shall have 30 days in which to impose limits on the amount of power and energy to be sold or to veto such sale if the sale will jeopardize the Agency's availability of resources to

serve its Participating Members or increase the cost of power and energy to the Agency.

(g) Member Rate Design.

Nothing in this Contract shall be construed to diminish or surrender the power of the Member to regulate the rate design for public services rendered by the Member to its ratepayers.

Section 9. Cooperation.

If it becomes necessary by reason of any emergency or extraordinary condition for either the Agency or the Member to request the other Party to furnish personnel, materials, tools, or equipment for the accomplishment of its obligations hereunder, the other Party shall cooperate with the requesting Party and render such assistance as the other Party may determine to be available. The Party making such request, upon receipt of itemized bills from the other Party, shall promptly reimburse the other Party for all costs reasonably associated with providing assistance, including but not limited to costs of labor, supplies, facilities and equipment and may include an amount not to exceed ten percent (10%) of the total for administrative and general expenses; such costs are to be determined on the basis of current charges or rates used in its own operations by the Party rendering the assistance.

Section 10. Assignment of Contract.

(a) This Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Contract; provided, however, that, except for any assignment by the Agency authorized by subsection (b) of this section, and except for any assignment by the Member in connection with the sale, lease or other disposition of all or substantially all of its electric system as provided for in Section 8(b) above, neither this Contract nor any interest herein shall be transferred or assigned by either Party, except with the consent in writing of the other Party, which consent shall not be unreasonably withheld, it being understood that it would be reasonable for the Agency to withhold such consent if such transfer or assignment would (i) reduce the total amount of electric power or energy being sold hereunder; (ii) be to a party (other than a Participating Member of the Agency) with senior debt, if any, not rated in one of three highest whole rating categories by at least one nationally recognized bond rating agency; or (iii) adversely affect the value of this Contract or any new contract entered into pursuant to clause (i)(y) of Section 8(b) hereof as security for the payment of Bonds and interest thereon or affect the eligibility of interest on Bonds (whether then outstanding or thereafter to be issued) for federal

tax-exempt status. No assignment or transfer of this Contract shall relieve the Parties of any obligation hereunder, unless specifically agreed to in writing by the other Party. It is understood and agreed that if this Contract is assigned or pledged by the Agency pursuant to subsection (b) of this Section 10, no proposed assignment of this Contract by the Member shall be consented to by the Agency except in accordance with the terms of such assignment and pledge by the Agency and any applicable Bond Ordinance or other governing instrument of the Agency, in addition to the foregoing.

(b) It is understood and agreed that the Agency is likely to issue Bonds in connection with meeting its obligations under this Contract. The Member acknowledges and agrees that the Agency may assign and pledge to any trustee or similar fiduciary designated in any Bond Ordinance all of, or any interest in, the Agency's right, title and interest in, to and under this Contract and all payments to be made to the Agency under the provisions of this Contract as security for the payment of the principal (including sinking fund installments) of, premium, if any, and interest on any Bonds and all other payments as required by the Bond Ordinance and may deliver possession of this Contract to such trustee in connection therewith, and, upon such assignment, pledge and delivery, the Agency may grant to such trustee any rights and remedies herein provided to the Agency and thereupon any reference herein to the Agency shall be deemed, with the necessary changes in detail, to include such trustee. The Member agrees to take all steps necessary to facilitate any such assignment and pledge.

Section 11. Insurance.

The Parties to this Contract shall each procure and maintain such policies of general liability insurance and other insurance or self insurance as shall be necessary in accordance with Prudent Utility Practice to insure themselves against any claim or claims for damages arising by reason of property damage, personal injury or death occasioned directly or indirectly in connection with the operation of its electric system, or integrated utility system of which the electric system is a part, or the performance of activities undertaken by it in connection with this Contract.

The Agency and the Member shall maintain insurance, if available, or self insurance on their electric facilities to cover damage or accident to those facilities in an amount consistent with Prudent Utility Practice.

Each Party agrees to defend, indemnify and hold harmless the other Party against any and all claims, liability, loss, damages or expense, including attorneys' fees, caused by or resulting solely from the operation of the indemnifying Party's electric

facilities, or integrated utility system facilities, or solely from the negligent acts or omissions of the indemnifying Party, its employees or agents. This provision is not intended to be, and shall not be construed to constitute, a waiver for any purpose as to any person or entity of any statutory claims procedure or statutory limitation on liability applicable to either Party.

Section 12. Opinions as to Validity.

Upon the execution and delivery of this Contract, the Member shall furnish the Agency with an opinion by an attorney or firm of attorneys and a certificate from the Member to the effect that (i) the Member is a political subdivision and municipal corporation of the State of Illinois and is fully authorized and empowered under the laws of the State of Illinois to enter into this Contract and to perform its obligations hereunder, (ii) based upon the attorney's knowledge and due investigation, no consent, order, waiver or any other action by any person, board or body, public or private, is required as of the date of execution of this Contract by the Member for the Member to enter into this Contract and to perform its obligations hereunder, (iii) based upon the attorney's knowledge and due investigation, there is no action, suit or proceeding at law or in equity or by or before any court, administrative agency, governmental instrumentality or other agency pending or threatened against or affecting the Member or its electric utility system (or, if the Member's electric utility system shall be deemed to be a part of an integrated utility system, such integrated utility system) which seeks to prohibit, restrain or enjoin the Member from entering into or complying with its obligations contained in this Contract, including payment of obligations to the Agency, or in any way affects or questions the validity or enforceability of this Contract, or in any way might materially adversely affect the Member's ability to carry out the transactions contemplated by this Contract, (iv) this Contract has been duly and validly authorized, executed and delivered by the Member and constitutes a legal, valid and binding obligation of the Member enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and similar laws of general application relating to the rights and remedies of creditors, and (v) the execution and delivery of this Contract and compliance by the Member with its terms will not conflict with, or constitute on the part of the Member a breach of or a default under, any existing statute, law, governmental rule, regulation, decree, resolution, ordinance, charter or order, or any agreement, indenture, mortgage, lease or instrument to which the Member is subject or by which it is or its properties are or may be bound.

The Member shall at its sole expense furnish the Agency, in form and substance satisfactory to and at such time requested by

the Agency, such additional legal opinions, certificates, instruments and other documents as the Agency may reasonably request.

Section 13. Dispute Resolution/Procedure. Should any dispute arise under this Contract concerning the interpretation or application of the Contract or should any controversy, claim or counterclaim arise before the initiation of litigation, such dispute shall then be submitted to the chief executive officers of the Parties for resolution. Each Party shall designate its chief executive officer. In the event no agreement is reached, the parties shall have all remedies provided by law.

Section 14. General Provisions.

(a) Regulation.

This Contract, and the respective obligations of the parties hereunder, are subject to all valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

(b) Access and Information.

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

The Agency and the Member will promptly furnish 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 Contract, or as may be reasonably necessary and convenient in the conduct of the operations of the party requesting such information. Without limiting the generality of the foregoing, the Member shall, upon request, furnish to the Agency all such information, certificates, engineering reports, feasibility reports, information relating to load forecasting and power supply planning, financial statements, opinions of counsel (including the opinion required by Section 12 hereof), official statements and other documents as shall be reasonably necessary in connection with financing of the Agency.

Each Party may audit the books and records of the other Party upon reasonable request, and the cost shall be paid by the requesting Party.

The Member shall assist the Agency in forecasting the Member's power and energy requirements to be provided under this Contract. To this end the Member shall

promptly provide the Agency with notice of all anticipated changes in the Member's electric load and shall provide the Agency with the Member's projected future power and energy requirements in such form or for such periods as the Agency may from time to time request. The Member also shall provide the Agency with all other information reasonably sought by the Agency for the purpose of load forecasting and planning.

The Member further agrees to provide such certificates and opinions as may be required by the Agency for any financing.

(c) Compliance with Terms of Service.

The Member agrees to comply with all terms and conditions of service applicable to sales of power and energy and/or transmission service to the Agency by any supplier for the Member's load. The Agency shall provide the Member with a copy of all such terms and conditions of service.

(d) Demand-Side Programs.

The Member agrees to cooperate with and endeavor to implement at the Member's cost any demand-side, conservation, load management and similar programs of the Agency adopted in connection with the provision of service hereunder.

(e) Relationship to and Compliance with Other Instruments.

It is recognized by the parties hereto that, in undertaking, or causing to be undertaken, the planning, financing, construction, acquisition, operation and maintenance of the Power Supply System, the Agency must comply with the requirements of any Bond Ordinance, any agreements for the purchase or transmission of power and energy, any agreement with any owner or co-owner of or participant or co-participant in any facility included in the Power Supply System relating to the construction, operation or maintenance thereof and all licenses, permits and regulatory approvals necessary for such planning, financing, construction, acquisition, operation and maintenance, and it is therefore agreed that the Agency's performance under this Contract must be consistent with the terms and provisions of any Bond Ordinance, any such agreements for the purchase or transmission of power and energy (including any provisions for the curtailment or interruption of power and energy or transmission service contained therein), any such agreement with any

owner or co-owner of or participant or co-participant in any facility included in the Power Supply System and all such licenses, permits, and regulatory approvals.

(f) No Relationship Created.

None of the provisions of this Contract is intended to create, nor shall it be deemed to create, any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effectuating the provisions of this Contract. Neither Party, nor any of their respective officers, agents or employees, shall be construed to be an officer, agent or employee of the other, solely by reason of the existence of this Contract. Neither Party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf of or in the name of the other Party.

(g) Amendment.

Except as provided for expressly herein, neither this Contract nor any terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing executed by each party to this Contract.

(h) Governing Law.

This Contract shall be governed by, and construed in accordance with, the laws of the State of Illinois.

(i) Delays and Waivers.

The failure of either Party to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this Contract shall not be construed as a waiver or relinquishment of the future performance of any other term, covenant or condition, but the defaulting Party's obligation with respect to future performance of any other term shall continue in full force and effect. The failure of either Party to take any action permitted to be taken by it by this Contract shall not be construed as a waiver or relinquishment of that Party's right thereafter to take such action.

(j) Headings; References.

The headings used in this Contract are for convenience only and shall not constitute a part of this Contract. Unless the context clearly requires otherwise, all

references to "Sections" and other subdivisions are to the sections and subdivisions of this Contract.

(k) Severability.

In the event that any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction under the circumstances, the remainder of this Contract and the application of its terms, covenants or conditions to such persons or circumstances shall not be affected thereby. If any provision of this Contract is held invalid, the Parties agree to negotiate a revision to this Contract which to the extent possible restores the original intent of this Contract with respect to the invalid provision.

In the event that any of the terms, covenants or conditions of any Power Supply Contract for Participating Members (other than this Contract), or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction under the circumstances, it is agreed by the Parties hereto that such invalidity shall have no effect whatsoever upon any of the terms, covenants or conditions of this Contract.

(l) Notices.

Any notice required or permitted under this Contract shall be in writing and shall be given by personal delivery or certified mail, return receipt requested, addressed as follows:

To the Agency: Illinois Municipal Electric Agency
Attention: General Manager
919 S. Spring Street
Springfield, Illinois 62704

To the Member: _____

Either Party may, by written notice, designate a different or additional address for notices to it. All notices hereunder shall be effective only upon receipt by the Party to which notice is being given.

(m) Survivorship of Obligations.

The termination of this Contract shall not discharge either Party hereto from any obligation it owes to the other Party under this Contract by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Contract or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Contract) shall survive the termination of this Contract.

Section 15. No Adverse Distinction.

IMEA agrees that there shall be no adverse distinction and no pattern of undue discrimination in carrying out its obligations under this Contract relating to the Member as compared to other Participating Members; provided, however, that differences in treatment between Participating Members based on variances in cost of service determined by IMEA as provided for in Section 3 shall not be considered an adverse distinction or undue discrimination for purposes of this Contract. Member's sole remedy for adverse distinction is pursuant to this Contract.

Section 16. Intergovernmental Freeze.

This Contract and the obligations hereunder shall not be subject to the Local Government Financial Planning and Supervision Act of the State of Illinois, or, to the extent permitted, to any other stay, moratorium, freeze or bankruptcy law.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their proper officials, respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By *Martin Johnson*
President

ATTEST:

[Signature]
Secretary

CITY OF FARMER CITY, ILLINOIS

By *J. W. DeLong*
Mayor

ATTEST:

Kelli M. Gillan
Deputy City Clerk

ILLINOIS MUNICIPAL ELECTRIC AGENCY
919 SOUTH SPRING STREET, SPRINGFIELD, ILLINOIS 62704
TELEPHONE: (217) 789-4632

December 20, 1990

Mr. Rick Hardesty
City of Farmer City
City Hall
105 S. Main St.
Farmer City, IL 61842

Dear Rick:

At the regular meeting of the Board of Directors of the Illinois Municipal Electric Agency held December 7, 1990, the Board, pursuant to Section 3 of the Power Sales Contract between IMEA and you dated June 1, 1990, adopted Schedule B and Schedule B-1, being the rates and economic development rates effective on March 1, 1991 or such later time as the Agency might consummate the acquisition of Trimble County Unit No. 1. Schedule B and Schedule B-1 applicable to your community is enclosed for your permanent file and should be attached to your Power Sales Contract with IMEA.


The Board of Directors also adopted at the same meeting, pursuant to Section 6(a) of the Power Sales Contract, Schedule A which designates the delivery points and metering points for delivery of power and energy by IMEA to you. Schedule A should also be attached to your permanent Power Sales Contract.

Pursuant to Section 1(c) of the Power Sales Contract, the Board adopted a resolution providing March 1, 1991 as the date of commencement of service provided it has by then closed its purchase of Trimble County Unit No. 1 with Louisville Gas & Electric Company.

Finally, enclosed for replacement of Exhibit I in the Capacity Purchase Agreement is a new Exhibit I completed and brought current reflecting the dedicated capacity of each member.

Sincerely,

ILLINOIS MUNICIPAL ELECTRIC AGENCY


Frank G. Madonia, P.E.
General Manager

FGM:trc

Enclosures

Schedule A

**ILLINOIS MUNICIPAL ELECTRIC AGENCY
SERVICE SPECIFICATIONS**

MEMBER: City of Farmer City, Illinois

1. **Applicability.** These service specifications are applicable to the Power Sales Contract dated as of June 1, 1990 covering the supply and delivery of electric power and energy by the Agency to the City of Farmer City, Illinois, hereinafter referred to as the "Participating Member."
2. **Points of Delivery.** The Agency is obligated to deliver electric power and energy contracted for by the Participating Member at the following points and voltages, which are shown in the diagram under paragraph 5 hereof:

**Delivery Point
Identity and
Location**

**Delivery
Voltage**

Farmer City Municipal Connection

12.47 kV

3. **Points of Measurement.** The Agency shall meter electric power and energy delivered to the Participating Member as follows and as shown in the diagram under paragraph 5 hereof:

**Metering Point
Identity and
Location**

**Metering
Voltage**

Farmer City Municipal Connection

12.47 kV

4. **Adjustments.** Where electric power and energy are metered on the low side of a transformer at any Point of Delivery, meter readings for all electric power and energy supplied by the Agency at such metering point will be increased to compensate for transformer losses between the delivery voltage and the metering voltage.

If there are other losses between any Point of Measurement and any Point of Delivery, an appropriate loss factor will be used to compensate for losses.

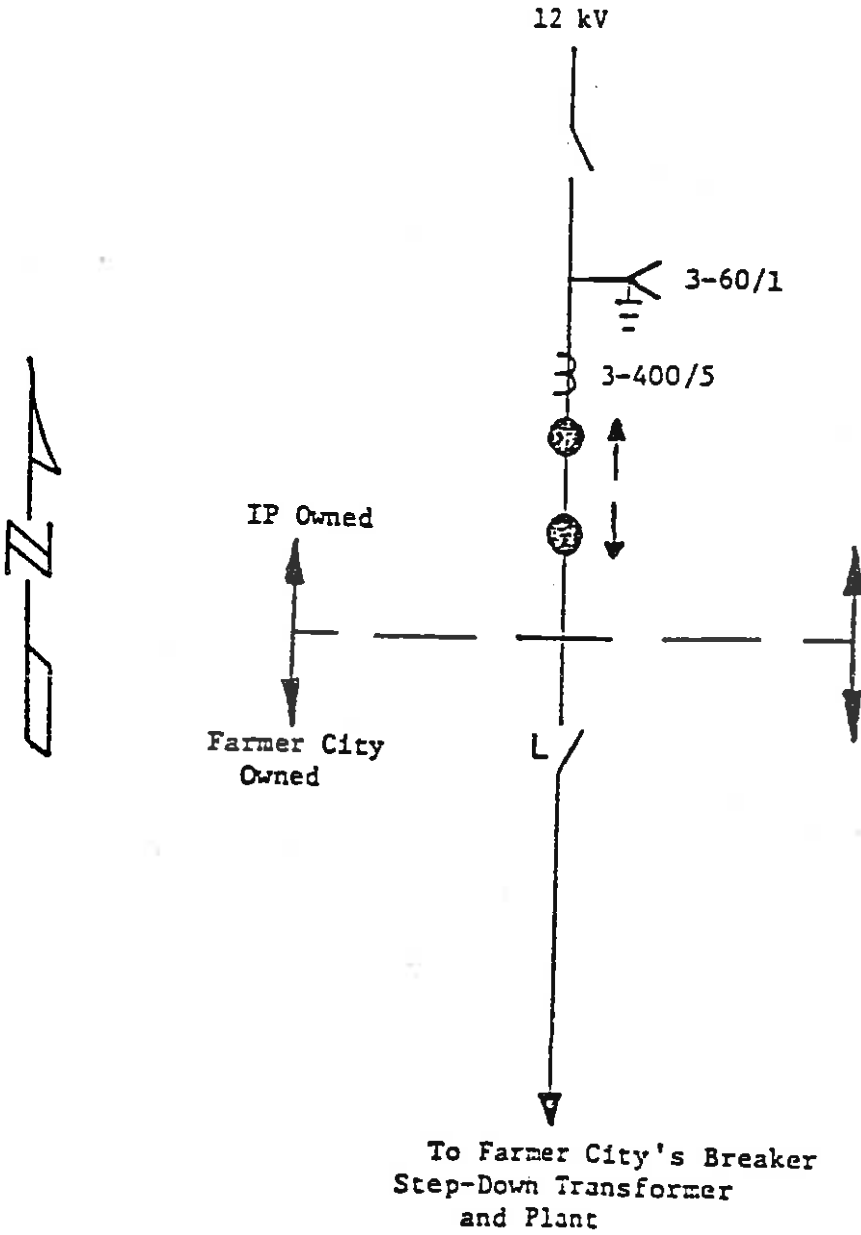
5. **Diagrams.** Following is a one-line diagram of the facilities at each point of Delivery and Point of Measurement.

Effective: March 1, 1991

Approved: Martin Johnson

Issued by: Frank W. Madonna

FARMER CITY
MUNICIPAL
CONNECTION



SCHEDULE B

ILLINOIS MUNICIPAL ELECTRIC AGENCY POWER SALES RATE SCHEDULE

1. **Applicability.** This Power Sales Rate Schedule is applicable to electric service for all requirements for municipal use and redistribution to retail customers purchased in accordance with the provisions of the Power Sales Contract (other than those requirements purchased under Schedule B-1).
2. **Availability.** This Power Sales Rate Schedule is available to Participating Members of the Agency who have executed the Power Sales Contract.
3. **Character of Service.** Electricity furnished under this Schedule B at one or more Points of Delivery as set forth in Schedule A shall be sixty hertz, three phase, alternating current.
4. **Billing Rates.** (a) For electricity furnished hereunder, the charges for each Billing Period shall be determined as follows:

Non-Debt Demand Charge	\$4.90	per kilowatt ("kW") of Billing Demand
Energy Charge	33.00	mills per kilowatt-hour ("kWh") of Billing Energy for the first 365 hours usage of peak Billing Demand
	20.00	mills per kilowatt-hour ("kWh") for all remaining Billing Energy
Reactive Demand Charge	\$0.25	per kilo-var ("kVAR") of excess Reactive Billing Demand or other such amount, if any imposed on the Agency by its power suppliers

(b) **Debt Service Demand Charge - 30 Year Members.** In addition to the charges shown in Item 4.(a) above, all Participating Members who have elected to pay rates based on a thirty year amortization of the Agency's debt shall pay the following demand charge for each Billing Period:

Debt Service Demand Charge \$4.10 per kilowatt ("kW") of Billing Demand

(c) **Debt Service Payment - Other Members.** In addition to the charges shown in Item 4.(a) above, all Participating Members who have elected to pay rates based on an amortization period for the Agency's debt obligations other than thirty years shall pay monthly debt service payments based on a schedule to be provided by the Agency prior to the effective date of the Power Sales Contract. Such schedule shall be developed by pro-rating the debt service requirements based on the peak demands of each member (including qualifying economic development loads) between November 1, 1989 and October 30, 1990, plus any new loads connected during such period that were not energized but can be verified by previous meter readings.

(d) **Delivery Voltage Adjustment Charge.** The Demand and Energy Charges under paragraph (a) are based on delivery of power and energy to the Member at 138,000 volts or higher. Where power and energy are delivered at voltages less than 138,000 volts, the Participating Member's bill will include amounts equal to the product of the applicable Delivery Voltage Demand Adjustment Factor and the Participating Member's Billing Demand and to the product of the applicable Delivery Voltage Energy Adjustment Factor and the Participating Member's energy.

<u>Delivery Voltage</u>	<u>Delivery Voltage Demand Adjustment Factor \$/kW/Month</u>	<u>Delivery Voltage Energy Adjustment Factor Mills/kWh</u>
138 kV	-0-	-0-
69 kV	-0-	-0-
34.5 kV	-0-	-0-
Less than 34.5 kV	1.15 or such other adjustment factor paid by the Agency	1.04 or such other incremental loss charged by the wheeling agent

In addition to the above charges, any additional cost incurred by the Agency in providing delivery facilities for the use of the Participating Member shall be added to the Delivery Voltage Adjustment factors provided above.

- Billing Metering.** The metered demand in kW in each Billing Period shall be the highest 60 minute integrated demand (or corrected to a 60 minute basis if demand registers other than 60 minute demand registers are installed) measured during the Billing Period.

The metered reactive demand in kVAR in each Billing Period shall be the reactive demand which occurred during the same 60 minute demand interval in which the metered kilowatt demand occurred.

Demand and energy meter readings shall be adjusted, if appropriate, as provided in Schedule A of the Contract.

- Billing Demand.** The Billing Demand in any Billing Period shall be the metered demand for the period as determined under paragraph 5 (adjusted for the demand supplied under Schedule B-1), giving effect to all adjustments.
- Billing Energy.** The Billing Energy in any Billing Period shall be the metered energy (adjusted to reflect any Schedule B-1 Billing Energy provisions that may from time to time be necessary) for the period, giving effect to all applicable adjustments.
- Reactive Billing Demand.** The Reactive Billing Demand for any billing period shall be the amount of reactive demand in kVAR by which the metered reactive demand exceeds 33% of the metered kilowatt demand or such other percentage set by the Agency's power suppliers.

9. **Cost Adjustments.** The Agency shall apply adjustment factors as either charges or credits on the Participating Member bills as determined from the variance in the Agency's energy supply costs from the costs as calculated at the time of the Agency's base rate determination. Adjustments for variances in energy related costs shall be accounted for using Energy Cost Factors ("ECF").

Energy Related Costs. Energy related cost variance shall be computed monthly as the difference between the Agency's base and actual energy related costs. The resulting ECF factor for the period shall be calculated, to the nearest \$0.00001 (0.001 Mill) per kilowatt-hour, using the following formula:

$$ECF = \frac{SREC}{MBE} - .01990$$

Where:

SREC is the total energy related cost of the Agency's System Resources for the period, which includes, but is not limited to, the following:

- (1) Fuel payments to generating Participating Members.
- (2) The energy related costs of transmission and distribution service charges.
- (3) The energy related costs of all energy purchased by the Agency, including, but not limited to charges for firm power, unit power, short-term and emergency power, back-up and reserve capacity, and interchange transactions.
- (4) The monthly fuel and variable operations and maintenance expenses associated with the production of electricity from the Agency's assets.
- (5) Credits for energy related revenue derived from the sale of energy to other electric utility systems.
- (6) Other monthly operating costs, credits or Agency obligations which are considered related to the supply of energy to the Participating Members, and are considered appropriate to charge as an energy-related cost by the Board of Directors.

MBE is the total kilowatthour billing energy for the period of the Agency's Participating Members.

10. **Adjustment for Service to Non-Participating Members.** Adjustments to the Energy Cost Adjustment factor may be made monthly to reflect the costs of service and revenues derived from sales by the Agency to non-participating member systems. The impact on the rates charged to Participating Members shall be examined on a case-by-case basis and shall be approved by the Board of Directors.
11. **Tax Adjustment.** In the event of the imposition of any tax, or payment in lieu thereof, by any lawful authority on the Agency for the purchase, production, transmission, or sale of electricity, the charges hereunder may be increased to pass on the Member its share of such tax or payment in lieu thereof.
12. **Billing Period.** The Billing Period shall be as nearly as practicable to a calendar month.

Approved: Martin Johnson

Effective: DECEMBER 7, 1990
Issued by: Frank J. Madson

SCHEDULE B-1

ILLINOIS MUNICIPAL ELECTRIC AGENCY ECONOMIC DEVELOPMENT RATE SCHEDULE

1. **Applicability.** This Economic Development Rate Schedule (Schedule B-1) is applicable to electric service provided by the Agency to Participating Members for meeting the requirements of the Participating Member's retail customers subject to the following conditions:
 - (a) The Participating Member is providing service to the customer under the terms of an economic development rate schedule,
 - (b) The customer has a peak load of at least 500 kW,
 - (c) at the time service commences under such Economic Development Rate Schedule, the customer has not been in business at the same location for more than 60 days, or
 - (d) at the time service commences under such Economic Development Rate Schedule, the customer is adding a peak load of 500 kW or more at an existing location, which must be metered separately, and
 - (e) the customer was neither an end use customer of another Participating Member nor an end use customer of a non-participating member immediately prior to locating within a Participating Member's service territory.
2. **Availability.** This Schedule B-1 is available to the Participating Members purchasing power and energy from the Agency on a first come first serve basis until the aggregate of such loads reach 30 MW. Once an application for such service is approved by the Agency, said service shall be provided for a period of five (5) years from the date service is first rendered under this Schedule B-1.
3. **Character of Service.** Electricity furnished under this Schedule B-1 at one or more Points of Delivery as set forth in Schedule A shall be sixty hertz, three phase, alternating current.

4. **Billing Rates.** For electricity furnished hereunder, the monthly charges for each Billing Period shall be determined as follows:

(a) **Billing Demand Charge.** The monthly billing charge demand shall be equal to the monthly Dedicated Capacity payment made by the Agency to generating Participating Members, as outline in the Capacity Purchase Agreement. For the period of March 1, 1991 through December 31, 1992, the demand charge for qualifying economic development capacity shall be:

\$3.20 per kilowatt per month

and shall be adjusted annually thereafter based on the provisions of Attachment I to the Capacity Purchase Agreement.

(b) **Billing Energy Charge.** For each month, the energy usage of the Participating Member's qualifying economic development customer(s) will be treated in the same manner as all other energy usage by the Participating Member and its customers, and will be included in and billed as a part of the Participating Member's billing energy under Schedule B of the Power Sales Contract. In the event the Agency adopts energy charges with different blocks, the energy usage of the Participating Member's qualifying economic development customer(s) will be billed at the second block rate.

(c) **Changes in Billing Rates.** Changes, additions or deletions to this Economic Development Rate Schedule may be considered on a periodic basis, and may be adopted upon approval of the Board of Directors.

5. **Billing Demand.** Each month, the Participating Member shall provide to the Agency a list showing the name of each customer it is serving under the provisions of this Economic Development Rate Schedule and the hourly demand supplied to each such customer. The billing demand will be computed as the demand in kilowatts of the Participating Member's qualifying customer, coincident with the Participating Member's billing demand under Schedule B of the Power Sales Contract. The total demand supplied to all such customers shall be adjusted to account for losses and the aggregate amount shall be the total billing demand.

6. **Schedule B.** The Participating Member's total demand requirements for each month shall be reduced by the amount of coincident demand supplied under this Schedule B-1 to determine the Billing Demand under Schedule B.

7. **Notice.** Each Participating Member with a qualifying economic development customer shall give notice to the Agency at least thirty (30) days in advance of the commencement of service to any new electric load to be served under this Schedule B-1 and shall commence service hereunder only after having received written approval therefore from the Agency.

8. **Prior Economic Development Incentives.** Any Participating Member receiving service from the Agency under Economic Development Rates implemented prior to the effective date of the Power Sales Contract shall continue to receive service under the same terms and conditions of said prior Economic Development Rate, provided, however, that: 1) continued service will be offered only to qualifying Economic Development customers for which service had begun, and for which the Agency was properly notified, prior to the effective date of the Power Sales Contract, and 2) service at the identical rates of the prior Economic Development Rate will terminate no later than June 30, 1991.

Service to such qualifying Economic Development customers will continue beyond the effective date of the Power Sales Contract, if requested by the Participating Member, at the terms and conditions of this Schedule B-1 for an extended period, which period will terminate no later than five (5) years from the date service had begun under the prior Economic Development Rate.

Approved: Monty Johnson

Effective: DECEMBER 7, 1990
Issued by: Frank J. McDow

ILLINOIS MUNICIPAL ELECTRIC AGENCY
MEMBER CAPACITY CREDITS

1. Dedicated Capacity Payment: For generating capacity dedicated to the Agency under the Capacity Purchase Agreement ("Dedicated Capacity"), the payments to be made each month by the Agency to the Participating Member shall be:

\$3.20 per kilowatt of Dedicated Capacity

for the period of January 1, 1991 through December 31, 1992.

On or about January 1, 1993, and at any time thereafter, the Agency may recalculate the base monthly capacity payment and any escalation provisions for the following two year period to take into account any increases in costs incurred by the Participating Members receiving capacity credits, which shall then be submitted to the Board of Directors for final approval and adoption.

2. Dedicated Capacity Operation: The Participating Member agrees to operate its Dedicated Capacity for the production of electric energy only for sale to the Agency and only when requested by the Agency, provided the Agency shall schedule operation of Dedicated Capacity in accordance with schedules set by the Participating Member, with the consent of the Agency, when the Participating Member and the Agency determine testing or periodic exercising of equipment is necessary.

Participating Members with installed Dedicated Capacity consisting of internal combustion engines and combustion turbines shall be allowed to operate each unit of such Dedicated Capacity for the purposes of testing, exercising and operating training for a period not to exceed eight (8) hours per month at full rated capability, or greater periods at lesser capability (so as the total number of kilowatt hours generated per unit will not exceed the equivalent of eight (8) hours worth of generation per unit at full capability). The Participating Member will be reimbursed by the Agency for all fuel expenses incurred during this operation.

Participating Members with installed Dedicated Capacity consisting of steam-driven turbine units shall be allowed to operate each unit of such Dedicated Capacity for the purposes of testing, exercising and operator training for a period not to exceed twenty-four (24) hours per month at full rated capability, or greater periods at lesser capability (so as the total number of kilowatt hours generated per unit will not exceed the equivalent of twenty-four (24) hours worth of generation per unit at full capability). The Participating

Member will be reimbursed by the Agency for all fuel expenses incurred during this operation.

The maximum monthly hours of allowable operation of Participating Member Dedicated Capacity may be changed periodically by the Board of Directors. To the extent that in any given month, the operation of certain units of Participating Member Dedicated Capacity is scheduled by the Agency in excess of the equivalent of eight (8) hours per month at full rated capability for internal combustion engines and combustion turbines, or in excess of the equivalent of twenty-four (24) hours per month at full rated capability for steam-driven turbine units, and to the extent such Dedicated Capacity had not previously been scheduled for testing and/or periodic exercising by the Participating Member during that month, no further testing and periodic exercising of said units shall be allowed for the remainder of that month.

To the extent that in any given month, the operation of certain units of Participating Member Dedicated Capacity is scheduled by the Agency at levels less than the equivalent of eight (8) hours per month at full rated capability for internal combustion engines and combustion turbines, or at levels less than the equivalent of twenty-four (24) hours per month at full rated capability for steam-driven turbine units, and to the extent such Dedicated Capacity had not previously been scheduled for testing and/or periodic exercising by the Participating Member during that month, the allowable testing and periodic exercising periods of said units shall be reduced proportionately for the remainder of that month.

In the event Member generates electricity at the request of the Agency in excess of its native system requirements, on an hour by hour basis, the Member will be reimbursed for its actual fuel expenses incurred for such operation, plus an additional 5 mills per KWH, or such other amounts as may be determined by the Board of Directors in accordance with the provisions of Section 1 of this Attachment I, for all energy generated in excess of its peak native system requirements. An additional 5 mills per KWH will remain in effect for the first two years of this Agreement, and will be adjusted thereafter on an annual basis by the Board of Directors. Such adjustment will consider actual incremental operations and maintenance expenses incurred by the Member for operation of its resources on behalf of the Agency's other Participating Members.

3. Dedicated Capacity Dispatch: The Agency agrees to dispatch Participating Member Dedicated Capacity along with its other power supply resources according to economic dispatch principles. Whenever Participating Member Dedicated Capacity is required to be scheduled, those Participating Members with

the most efficient and economic units available will be scheduled first, and will be scheduled at baseload operation whenever such operation can reasonably be accommodated within the Agency's overall planning in order to maximize fuel economy. The Agency shall attempt to schedule continuous operation of Member Dedicated Capacity insofar as possible in accordance with Prudent Utility Practice and economic dispatch principles.

Whenever a Participating Member shall have economical fuel supply available to it, and the total delivered energy of Participating Member Dedicated Capacity is less costly than other resources available to the Agency, the Agency shall dispatch such Participating Member Dedicated Capacity accordingly, based on Prudent Utility Practices and economic dispatch principles.

Whenever the Agency schedules operation of steam-driven turbine unit Dedicated Capacity of any Participating Member, such operation shall be scheduled for a minimum of twenty-four (24) continuous hours, at a load level which at all times shall be greater than the minimum load level at which said units could reliably operate on a continuous basis. Such minimum reliable load levels shall be provided annually to the Agency by the Participating Member.

4. Dedicated Cogeneration Capacity: In the event a portion of Participating Member Dedicated Capacity consists of cogeneration capacity, designed and intended to simultaneously produce electricity and steam, heat and/or heated water for resale to any industrial or commercial customer(s) located within the Participating Member's electric system and under contract with the Participating Member, the Agency shall attempt to schedule operation of such cogeneration capacity so as to allow full and uninterrupted production of the salable product(s) for that customer(s). A monthly schedule of operational requirements shall be provided by the participating Member to the Agency and shall be subject to the Agency's approval. Such approval shall not be unreasonably withheld.

The Agency shall pay the Participating Member a monthly capacity credit for all Cogeneration Capacity dedicated to the Agency under the terms of Section 1 of this Amendment. The Agency shall reimburse the Participating Member for all fuel expenses incurred through the operation of such cogeneration capacity on a basis to be developed and approved by the Board of Directors, and as may be changed from time to time by the Board of Directors. In determining the basis for reimbursement, the Board shall take into account, among other factors, the Member's actual fuel expenses, all product sales revenues and the Agency's avoided cost of energy supply to all

its Participating Members, and shall be fair and equitable to all parties.

5. Dedicated Hydroelectric Capacity: Participating Members shall have the right to utilize existing or acquired hydroelectric facilities, according to the terms and conditions of the Power Sales Contract. A monthly schedule of the projected generation from such facilities shall be provided to the Agency by the Participating Member at least ninety (90) days prior to the beginning of each calendar year.
6. Dedicated Capacity Replacement: Any Participating Member having Dedicated Capacity that was in service and fully operational on the effective date of the Power Sales Contract, and who determines that such capacity should be permanently retired from service, will be allowed to replace any or all of that Dedicated Capacity at any time; provided, however, that the total Dedicated Capacity following such replacement shall not be greater than what was in service prior to such replacement. The Participating Member will continue to receive capacity credits for all existing and replacement capacity under the terms and conditions herein. All capital costs associated with the replacement of existing Dedicated Capacity shall be the sole responsibility of the Participating Member.
7. Dedicated Capacity Additions: Any Participating Member desiring to add capacity to its system, through either the installation of new capacity or the replacement of existing Dedicated Capacity with units of greater capability, shall advise the Agency of its intentions at least one (1) year prior to the scheduled date of operation of such additional capacity. The Board of Directors shall determine, on a case-by-case basis, whether or not the Participating Member will receive capacity credits for Dedicated Capacity additions under the terms and conditions herein. Such determination shall be based on the Agency's current and future power supply resources and obligations, and the effect of new capacity on the Agency's obligations and its rates to the Participating Members. All capital costs incurred with the addition of Dedicated Capacity shall be the sole responsibility of the Participating Member.

SCHEDULE C
HYDROELECTRIC FACILITIES

SCHEDULE D

MEMBERS LONG TERM POWER CONTRACTS FOR SALES