MEAN MASTER SERVICES AGREEMENT
SCOPE OF SERVICE

This Scope of Service (the "**Scope of Service**") sets forth the terms and conditions under which MEAN will make available and provide the Services described herein (the "**Services**") to Customers (each a "**Customer**") who enter into an enrollment form (each an "**Enrollment Form**") for the Services. This Scope of Service and any related Enrollment Form are hereby made part of the Master Services Agreement between MEAN and Customer and subject to the Master Services Agreement Terms and Conditions (the "**Master Terms**"). All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Master Terms.

1. NAME OF SERVICE: *Nebraska Department of Water, Energy, and Environment – Assistance in Preparing Certification of Compliance Report*

2. SERVICE OBJECTIVES:

- MEAN will assist Customer in completing each required NDWEE Annual Certification of Compliance report as requested by Customer as required by Customer's NDWEE operating permit, including receiving and processing data from the Customer which is required to complete the Annual Certification of Compliance report (the "Initial Set Up").
- In the event that Customer was a "Participant" under an agreement with MEAN for similar services at any time during the thirty (30) day period preceding the date on which Customer completes an Enrollment Form for the Services, Customer shall not be required to complete the Initial Set Up process or pay the Set Up Fee.
- MEAN DOES NOT WARRANT THAT ITS REVIEW, ADVICE, AND ASSISTANCE WILL PROTECT CUSTOMER FROM ANY POTENTIAL VIOLATIONS OF NDWEE RULES OR REGULATIONS, REGIONAL TRANSMISSION ORGANIZATION REQUIREMENTS, OR ANY OTHER FEDERAL, STATE OR REGIONAL LAWS, RULES, OR REGULATIONS PERTAINING TO THE OPERATION OF ELECTRIC POWER PLANTS, CLEAN AIR OR OTHER RELATED MATTERS, WHICH MAY BE CHARGED BY ANY GOVERNMENTAL AGENCY, REGULATORY BODY OR REGIONAL TRANSMISISON ORGANIZATION.

3. CUSTOMER DELIVERABLES:

- Customer must execute an Enrollment Form and return the same to MEAN.
- Obtain all permits and licenses required to be taken out in the name of the Customer, which are necessary for the performance of the Services.
- Sign and file all appropriate applications, reports, or other documents as required by Customer's operating permit, if applicable.
- Provide MEAN written notice of any change to, or replacement of, Customer's existing operating permit.
- Customer agrees to supply to MEAN all information and data necessary for completion of the report(s) no later than ninety (90) days before the relevant report is due. If information is provided after the required date, MEAN cannot guarantee turnaround for timely filing. Data shall include kilowatt hours produced, type and quantity of fuel used, and hours operated during the applicable reporting calendar year. If diesel fuel was purchased in the applicable reporting calendar year, a bill of lading will also be required. It is understood that if MEAN does not obtain all relevant and accurate information, the reliability and accuracy of the reports may be adversely affected. Accordingly, Customer agrees to bear total responsibility for problems with and further requirements of the NDWEE which arise because of omissions or technical inaccuracies or missing data which Customer provides or fails to provide to MEAN.

- Customer must complete all deliverables outlined on any applicable Fee Agreement, as defined in the Master Terms, if any.

4. FEES:

Description	Fee	Frequency
Fees for MEAN Customers (as defined in "MEAN Status" below):		
Service Fee	$1,000 for the first report site; $750 for each additional report site.	Annual; to be invoiced upon completion of the Services each year.
Set Up Fee	$1,300	One time; to be invoiced upon completion of the Initial Set Up.
Fees for Non-MEAN Customers (as defined in "MEAN Status" below):		
Service Fee	$2,000 for the first report site; $1,500 for each additional report site.	Annual; to be invoiced upon completion of the Services each year.
Set Up Fee	$2,600	One time; to be invoiced upon completion of the Initial Set Up.

"Site" means any plant, facility, unit, or sets of units that operate under a single operating permit issued by NDWEE.

The fees set forth above include the preparation of the applicable reports and two copies of each applicable report for submission by Customer to NDWEE. The amount does not include the cost of submitting the reports to NDWEE.

Customer will also be billed for applicable sales taxes, Costs, and Wind-Up Costs as further described in the Master Terms.

5. FREQUENCY OF SERVICE:

MEAN anticipates the Service will be performed:

☒Annually

☐As needed

☐Upon request

☐Other: Monthly

6. TERMINATION:

In addition to the terms and conditions set forth in the Master Terms, any Enrollment Form for this Scope of Service may be terminated according to the provisions set forth below, if any.

Any Enrollment Form entered into for the Service described herein shall be effective for an initial term through the first January 1st following the date of the Enrollment Form, and shall automatically renew for successive one-year terms unless and until (a) the Enrollment Form is terminated by either Customer or MEAN, pursuant to the terms of the Master Agreement, or (b) the Enrollment Form is terminated by Customer at its option by providing written notice to MEAN at least sixty (60) days prior January 1 of Customer's intention to terminate, which termination shall become effective at the end of the then-current term.

7. SPECIAL PROVISIONS:

The following special provisions apply to this Scope of Service:

a. MEAN Status. This Scope of Service sets forth different levels of service objectives, Customer deliverables, and/or fees based on Customer status. For the purposes of this Scope of Service and any corresponding Enrollment Form, Customer's status shall be designated as a "MEAN Customer" in the event that Customer has enrolled into one or more of the following agreements with MEAN: Service Schedule M Amended and Restated Total Power Requirements Power Purchase Agreement ("Modernized SSM"), Service Schedule M Total Power Requirements Power Purchase Agreement ("Legacy SSM"), Service Schedule K or Service Schedule K-1 Bulk Power Supply Agreement (each an "SSK"), or Agreement for Firm Power Interchange Service ("SSJ"); for any Customer who has not entered into one or more of the agreements listed in this sentence, Customer's status shall be designated as a "Non-MEAN Customer". For the purposes of this Scope of Service, Customer shall be considered to have entered into an agreement on the date that such agreement becomes effective.

b. Change of Status. For the duration of the Customer's enrollment, Services shall be provided based on Customer's actual status. For avoidance of doubt, in the event that Customer's status changes during the term of Customer's enrollment, Customer shall begin receiving the Services in the manner set forth as designated for that particular status, including but not limited to the payment of any Fees, beginning on the date on which the status change becomes effective. MEAN shall not be required to provide Customer with notice of any changes of status unless otherwise set forth herein.

[SPACE INTENTIONALLY LEFT BLANK; ADDITIONAL TERMS AND CONDITIONS TO FOLLOW]

SCOPE OF SERVICE TERMS AND CONDITIONS

8. Name of Service. The name of the Service shall be as designated in Section 1 hereof.

9. Service Objectives. MEAN will offer the Services set forth in Section 2 above, subject to the terms and conditions set forth in the Master Agreement, Master Terms, the related Enrollment Form, and any other relevant ancillary document made part of the Master Agreement, upon the request of the Customer, subject to MEAN's acceptance of such request, as evidenced by either (a) MEAN's performance of the requested service, (b) MEAN's countersignature on an Enrollment Form for the Services, or (c) where any ancillary document is required by MEAN for MEAN's acceptance of a request for Service, MEAN's countersignature on an Enrollment Form for the Services and MEAN's countersignature on such required ancillary documents which were duly executed by the Customer.

10. Customer Deliverables. In addition to any deliverables set forth in the Master Terms, Customer must complete the deliverables described in Section 3 hereof in exchange for MEAN providing the Services outlined in this Scope of Service.

11. Billing of Fees. The Services outlined herein shall be billed to Customer based on the applicable fee or fees outlined in Section 4 hereof, subject to the Master Terms.

12. Frequency of Service. Services described herein are anticipated to be performed according to the frequency described in Section 5 hereof, provided, however, that such frequency is subject to MEAN's availability which may be changed by MEAN in MEAN's sole and absolute discretion, provided, however, that Customer shall only be billed based on Services actually performed or reasonably anticipated to be performed by MEAN prior to any termination by the Customer.

13. Amendment. Notwithstanding any provision to the contrary set forth herein or in the Master Terms, MEAN shall have the right to modify any of the terms and conditions of this Scope of Service or the Master Terms, including but not limited to the scope of services and fees, at any time, in the sole and absolute discretion of MEAN, subject to the Master Terms. Customer hereby acknowledges and agrees that Customer is responsible for keeping abreast of any and all changes to this Scope of Service and the Master Terms, subject to any required amendment notice provisions set forth in the Master Terms.

14. Conflict. In the event that the terms and conditions set forth in any relevant ancillary document, Enrollment Form, Scope of Service, the Master Terms, or the Master Agreement conflict in any manner, the terms and conditions of the document shall govern in the priority listed in this sentence.

[END OF DOCUMENT]