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: *Environmental Protection Agency – Assistance in Preparing RICE NESHAP ZZZZ § 63.6650 Reports.*

2. SERVICE OBJECTIVES:

- Prepare computer spreadsheet(s) to help ensure compliance with then-current United States Environmental Protection Agency ("EPA") operating permit (hereinafter "Initial Setup").
- Prepare the current required annual or semiannual RICE NESHAP ZZZZ § 63.6650 compliance reports, using EPA guidance documents in accordance with EPA regulations and based on information provided by Customer to MEAN.
- Transmit the required reports to Customer for electronic submission by Customer to the EPA.
- MEAN shall not be responsible for retaining the original or any copies of Customer's operating records, data or spreadsheet(s). Notwithstanding the foregoing, MEAN may keep a working copy of the spreadsheet(s) for purposes of providing the Services.
- MEAN DOES NOT WARRANT THAT ITS REVIEW, ADVICE, AND ASSISTANCE WILL PROTECT CUSTOMER FROM ANY POTENTIAL VIOLATIONS OF EPA 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 TRANSMISSION ORGANIZATION.

3. CUSTOMER DELIVERABLES:

- Customer must be enrolled in MEAN's service for Nebraska Department of Water, Energy, and Environment – Assistance in Preparing Semi-Annual Reports of Deviations, or any successor service thereof, to enroll in the Services described herein; Non-MEAN Customers (as defined below) shall not be eligible to enroll in the Services unless such Non-MEAN Customer was enrolled in MEAN's service for Nebraska Department of Water, Energy, and Environment – Assistance in Preparing Semi-Annual Reports of Deviations prior to January 1, 2026.
- Customer must execute an Enrollment Form for the Services 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.
- Supply to MEAN all information and data necessary for Initial Setup no later than the earlier of (a) thirty (30) days after execution of an Enrollment Form for the Services, or (b) two (2) weeks prior to the date on which the RICE NESHAP ZZZZ § 63.6650 compliance reports are due, as determined by the EPA.
- Customer must supply to MEAN all information and data necessary for preparation of the RICE NESHAP ZZZZ § 63.6650 compliance reports no later than two (2) weeks prior to the date on which such reports become due. In the event that Customer fails to provide the data in a timely manner, MEAN may, in its sole

and absolute discretion, continue to prepare and complete the RICE NESHAP ZZZZ § 63.6650 compliance reports, provided that Customer shall be fully responsible for any fines, penalties, or other consequences of submitting such reports after the provided deadline. Data shall include any deviations or malfunctions that occurred during the reporting period, how long each deviation or malfunction lasted, and what was done to bring the equipment back into compliance.

- Provide MEAN information and access to all needed information and files. The accuracy of the completed reports is dependent upon the accuracy and completeness of the information which is provided to MEAN by the Customer. It is understood that if MEAN does not obtain all relevant and accurate information, the reliability and accuracy of the records may be adversely affected. Accordingly, Customer agrees to bear total responsibility for problems with and further requirements of the EPA and the required annual or semiannual RICE NESHAP ZZZZ § 63.6650 compliance reports which arise because of omissions or technical inaccuracies or missing data which Customer provides or fails to provide to MEAN.
- Sign the provided report or reports and file with the EPA. Customer acknowledges that the reports are due on the submittal due date set forth in Customer's operating permit, and that the report contains a certification of truth, accuracy and completeness which must be signed by Customer.
- Maintain records on-site for the longer of a minimum period of five (5) years or for the time period outlined in the Customer's then-current NDWEE operating permit.
- Promptly provide written notice to MEAN of any change to, or replacement of, Customer's existing NDWEE operating permit.
- Customer must complete all deliverables outlined in 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	$750 per report	Annual or Semi-Annual; as determined by EPA; to be invoiced upon completion of each report.
Fees for Non-MEAN Customers (as defined in "MEAN Status" below):		
Service Fee	$1,500 per report	Annual or Semi-Annual, as determined by EPA; to be invoiced upon completion of each report.

The Fees listed above do not include the cost, if any, of submitting the reports to EPA.

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 or semi-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 to 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]