NP Draft – 8/6/2026

MUNICIPAL ENERGY AGENCY OF NEBRASKA

$[__________]
POWER SUPPLY SYSTEM
REFUNDING REVENUE BONDS
2026 SERIES A

BOND PURCHASE CONTRACT

[__________], 2026

Municipal Energy Agency of Nebraska
8377 Glynoaks Drive
Lincoln, Nebraska 68516

Ladies and Gentlemen:

The undersigned, BofA Securities, Inc., on behalf of itself and as Representative (the "*Representative*") of Wells Fargo Securities, LLC (collectively, with the Representative, the "*Underwriters*"), offers to enter into this Bond Purchase Contract (the "*Purchase Contract*") with the Municipal Energy Agency of Nebraska ("*MEAN*") which, upon MEAN's acceptance of this offer, will be binding upon MEAN and upon the Underwriters. This offer is made subject to MEAN's written acceptance hereof on or before 5:00 p.m., Lincoln, Nebraska time, on the date written above, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to MEAN by the Representative at any time prior to the acceptance hereof by MEAN.

Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Official Statement (as defined below).

1. Purchase and Sale.

(a) Upon and subject to the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriters hereby jointly and severally agree to purchase from MEAN, and MEAN hereby agrees to sell and deliver for the account of the Underwriters, an aggregate of $[__________] principal amount of Municipal Energy Agency of Nebraska Power Supply System Refunding Revenue Bonds, 2026 Series A (the "*Bonds*"). The Bonds shall be dated as of their date of original issuance and delivery, and shall have the maturities and bear interest at the rates per annum shown on the inside front cover of the Official Statement. Interest on the Bonds will accrue from their date and will be payable semiannually on each April 1 and October 1, beginning [April 1, 2027].

(b) The purchase price for the Bonds shall be $[__________] (representing the principal amount of the Bonds, less Underwriters' discount of $[__________] plus [net] original offering premium of $[__________]). Such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery is referred to herein as the "*Closing*." The Underwriters intend to make an initial bona fide public offering of the Bonds at a price or prices described in Schedule I hereto; provided, however, the Underwriters reserve the right to change such initial public offering prices as the Underwriters deem necessary or desirable, in their sole discretion, in connection with the marketing of the Bonds (but in all cases subject to the requirements of Section 4 hereof), and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters at prices lower than the public offering prices or yields greater than the yields set forth therein (but in all cases subject to the requirements of Section 4 hereof).

(c) It shall be a condition to MEAN's obligation to sell and to deliver the Bonds to the Underwriters that the entire authorized principal amount of the Bonds shall be purchased, accepted and paid for by the Underwriters at the Closing. It shall be a condition to the Underwriters' obligation to purchase, to accept delivery of and to pay for the Bonds, that the entire authorized principal amount of the Bonds shall be issued, sold and delivered by MEAN at the Closing.

2. Official Statement; Compliance with Rule 15c2-12.

(a) MEAN has approved and delivered or caused to be delivered to the Underwriters the Preliminary Official Statement, dated [__________], 2026, including the cover page and all appendices thereto (the "*Preliminary Official Statement*"). MEAN hereby confirms that it has deemed the Preliminary Official Statement final as of its date, for purposes of paragraph (b)(1) of Rule 15c2-12 ("*Rule 15c2-12*") promulgated by the Securities and Exchange Commission (the "*SEC*") under the Securities and Exchange Act of 1934, as amended (the "*Exchange Act*"), except for the omission of only such material as is permitted by such paragraph of Rule 15c2-12.

(b) As promptly as practicable after the execution of this Purchase Contract, MEAN shall prepare and deliver to the Representative an electronic copy of the Official Statement of MEAN relating to the Bonds executed by the Executive Director of MEAN (the "*Executive Director*") or other Authorized Officer of MEAN (as defined in the hereinafter defined Resolution), such Official Statement to be in substantially the same form as the Preliminary Official Statement, with only such changes as shall be necessary to reflect the terms of the Bonds or to conform to the provisions of the Resolution or as may be approved by the Representative (said document, including its cover page and Appendices, is herein called the "*Official Statement*").

(c) MEAN shall, within seven business days from the date hereof, but not later than [__________], 2026, deliver to the Underwriters as many printed, conformed copies of the Official Statement as the Representative shall advise MEAN are necessary to permit the Underwriters to comply with the requirements of Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board ("*MSRB*"). MEAN also agrees to deliver to the Underwriters an electronic copy of the Official Statement in a word-searchable pdf format that permits the Underwriters to satisfy their obligations under the rules and regulations of the MSRB and the SEC.

(d) Each party hereto agrees that it will notify the other parties hereto if, within the period from the date of this Purchase Contract to and including the date which is 25 days following the End of the Underwriting Period (defined below), such party discovers any pre-existing or subsequent fact or becomes aware of the occurrence of any event, in any such case which might cause the Official Statement (as the same may have been theretofore supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If, in the written opinion of MEAN or counsel to the Underwriters, the preparation and publication of a supplement or amendment to the Official Statement is, as a result of such fact or event (or any other event which becomes known to MEAN or any Underwriter during such period), necessary so that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, MEAN will, at its expense, supplement or amend the Official Statement in such a manner so that the Official Statement, as so supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the "underwriting period" (as defined in Rule 15c2-12), will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the Official Statement (in form and substance mutually agreed upon by MEAN and the Representative) so that the Official Statement will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) As used herein and for the purposes of the foregoing, the term "*End of the Underwriting Period*" for the Bonds shall mean the later of such time as (i) MEAN delivers the Bonds to the Underwriters or (ii) the Underwriters do not retain an unsold balance of the Bonds for sale to the public. Unless the Representative gives notice in writing to MEAN to the contrary on or prior to the Settlement Date, the End of the Underwriting Period shall be deemed to be the date of Closing.

(f) At any time prior to and including 25 days following the End of the Underwriting Period, any Underwriter may from time to time request, and, if such request is made, MEAN shall deliver to the Underwriters as soon as practicable thereafter, a certificate of MEAN signed by the Executive Director or other Authorized Officer of MEAN in the form set forth as Exhibit D hereto, dated a date (and speaking as of such date) not earlier than the date of such request.

(g) In connection with any amendments or supplements to the Official Statement that are made pursuant to Section 2(d) hereof, the Representative may request and MEAN agrees that it will provide at its own expense such additional certificates and opinions of counsel as the Representative shall reasonably deem necessary to evidence the accuracy or completeness of such amendment or supplement.

(h) In order to enable the Underwriters to comply with the requirements of paragraph (b)(5) of Rule 15c2-12 in connection with the offering of the Bonds, MEAN covenants and agrees that it will, on or prior to the date of the Closing, execute and deliver its Continuing Disclosure Undertaking with respect to the Bonds in substantially the form attached as APPENDIX C to the Official Statement (the "*Continuing Disclosure Undertaking*").

3. The Bonds and the Resolution.

(a) The Bonds shall be issued and secured under, shall be as described in, shall have the terms and provisions and shall be payable as provided in, the 2003 Power Supply System Revenue Bond Resolution adopted by the Board of Directors of MEAN on August 21, 2003 (the "*Master Resolution*"), as supplemented by an Eighth Supplemental Power Supply System Revenue Bond Resolution, adopted by the Board of Directors of MEAN on [August 20], 2026 (the "Eighth *Supplemental Resolution*"), including a Certificate of Determination, dated [__________], 2026, executed and delivered by MEAN (the "*Certificate of Determination*," and together with the Eighth Supplemental Resolution, the "*Supplemental Resolution*"; the Supplemental Resolution and the Master Resolution are referred to herein as the "*Resolution*"). The Bonds shall be payable at the principal corporate trust office of Computershare Trust Company N.A., as trustee, registrar and paying agent (the "*Trustee*").

(b) The Bonds are being issued by MEAN to (i) refund all or a portion of MEAN's outstanding Power Supply System Revenue and Refunding Bonds, 2013 Series A and Power Supply System Refunding Revenue Bonds, 2016 Series A, each as more particularly described in the Official Statement (collectively, the "*Refunded Bonds*"), (ii) provide necessary reserves, and (iii) pay certain costs of issuing the Bonds.

4. Establishment of Issue Price.

(a) The Representative, on behalf of the Underwriters, agrees to assist MEAN in establishing the issue price of the Bonds and shall execute and deliver to MEAN at Closing, an "Issue Price Certificate" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit E, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, MEAN and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by MEAN under this section to establish the issue price of the Bonds may be taken on behalf of MEAN by MEAN's municipal advisor, PFM Financial Advisors LLC, and any notice or report to be provided to MEAN may be provided to MEAN's municipal advisor.

(b) [Except as provided in Schedule A to Exhibit E below,] MEAN will treat the first price at which 10 percent of each maturity of the Bonds (the "*10 percent test*") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Representative shall report to MEAN the price or prices at which the underwriters have sold to the public each maturity of Bonds. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Representative confirms that the underwriters have offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "*initial offering price*"), or at the corresponding yield or yields, set forth in Schedule A to Exhibit E attached hereto, except as otherwise set forth therein. Schedule A to Exhibit E also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10 percent test has not been satisfied and for which MEAN and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow MEAN to treat the initial offering price to the public of each maturity as of the sale date as the issue price of that maturity (the "*hold-the-offering-price rule*"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth business day after the sale date; or

(ii) the date on which the underwriters have sold at least 10 percent of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise MEAN promptly after the close of the fifth business day after the sale date whether it has sold 10 percent of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10 percent test has been satisfied as to the Bonds of that maturity; provided, that the reporting obligation after the date of the Closing may be at reasonable periodic intervals or otherwise upon request of the Representative and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(B) to promptly notify the Representative of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter or dealer that the 10 percent test has been satisfied as to the Bonds of that maturity; provided, that the reporting obligation after the date of the Closing may be at reasonable periodic intervals or otherwise upon request of the Representative or such Underwriter or dealer and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the Underwriter or the dealer and as set forth in the related pricing wires.

(e) MEAN acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. MEAN further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "*public*" means any person other than an underwriter or a related party,

(ii) "*underwriter*" means (A) any person that agrees pursuant to a written contract with MEAN (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "*related party*" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50 percent common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50 percent common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50 percent common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "*sale date*" means the date of execution of this Purchase Contract by all parties.

5. Use of Documents. MEAN hereby ratifies, confirms and consents to the use of the Preliminary Official Statement and authorizes and consents to the use by the Underwriters of the Purchase Contract, the Resolution, the Official Statement (including any supplements or amendments thereto), and the information therein contained in connection with the public offering and sale of the Bonds.

6. Representations, Warranties and Agreements. MEAN hereby represents, warrants and agrees as follows:

(a) MEAN is a body corporate and politic of the State of Nebraska validly existing and duly created pursuant to the Municipal Cooperative Financing Act, Sections 18-2401 through 18-2485, Reissue Revised Statutes of Nebraska, as amended (the "*Act*"), and a charter granted by the Nebraska Power Review Board pursuant to the provisions of the Act, (as amended and supplemented, the "*Charter*");

(b) The [57] municipalities, municipal utilities, and public power districts listed as the members of MEAN in the Official Statement (the "*Members*") constitute all of the "participating municipalities" of MEAN under the Act, and the governing body of each of the Members has adopted and filed with the Nebraska Power Review Board an ordinance or resolution pursuant to the provisions of the Act providing for its participation in MEAN;

(c) MEAN has full legal right, power and authority to enter into each of the total requirements supply agreements, including particularly Service Schedule M (such Service Schedule is referred to herein as the "*Power Supply Contracts*") with the [56] participants identified as MEAN's Long-Term Total Requirements Participants in the Official Statement (the "*Long-Term Requirements Participants*");

(d) The Power Supply Contracts were duly entered into by MEAN and the Long-Term Requirements Participants pursuant to the provisions of Sections 18-2447 and 18-2448 of the Act; and the Power Supply Contracts, and all other total requirements and limited contract demand power supply agreements between MEAN and municipalities constitute the legal, valid and binding obligations of MEAN, the Long-Term Total Requirements Participants and the other participants of MEAN, enforceable in accordance with their respective terms and the Act, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(e) MEAN has full legal right, power and authority to: (i) enter into and perform its obligations under this Purchase Contract and the Continuing Disclosure Undertaking; (ii) adopt the Resolution and perform its obligations thereunder; (iii) collect and pledge the Revenues (as defined in the Resolution) to secure payment of the Bonds pursuant to the Resolution; (iv) sell, issue and deliver the Bonds to the Underwriters as provided herein; and (v) carry out and consummate the transactions contemplated by this Purchase Contract, the Resolution and the Official Statement;

(f) By all necessary official action, MEAN has duly adopted the Resolution, has duly authorized and approved the Preliminary Official Statement and the Official Statement and the delivery to and use of each thereof by the Underwriters, has duly authorized and approved the execution and delivery of, and the performance by MEAN of the obligations in connection with the offer, sale and issuance of the Bonds on its part contained in, the Bonds and the Resolution and the consummation by it of all other transactions contemplated by the Resolution and the Official Statement in connection with the issuance of the Bonds; the Resolution, this Purchase Contract and the Continuing Disclosure Undertaking, when executed and delivered, constitute the legal, valid and binding obligations of MEAN, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law); and the Bonds, when issued, authenticated and delivered for the account of the Underwriters in accordance with the Resolution and this Purchase Contract, will constitute legal, valid and binding obligations of MEAN which are entitled to the benefits and security of the Resolution and are enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(g) MEAN is not in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States, including the Act, or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which MEAN is a party or to which MEAN or any of its property or assets is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any such instrument; and the execution and delivery of the Bonds and the adoption of the Resolution and compliance with the provisions on MEAN's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which MEAN is a party or to which MEAN or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of MEAN or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Resolution;

(h) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of the Bonds, the adoption of the Resolution, and the execution and delivery of this Purchase Contract and the Continuing Disclosure Undertaking, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by MEAN of its obligations in connection with this Purchase Contract or the issuance of the Bonds under the Resolution, have been duly obtained, except for such approvals, consents and orders as may be required under the blue sky or securities laws of any state in connection with the offering and sale of the Bonds; and, except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction in the matter which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by MEAN of its obligations under the Resolution have been duly obtained;

(i) The Bonds, when issued, will conform to the description thereof contained in the Preliminary Official Statement and the Official Statement under the caption “THE 2026 SERIES A BONDS”; the Resolution conforms to the summaries thereof contained in the Official Statement under the captions “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” and “SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION” in APPENDIX B to the Official Statement; the Power Supply Contracts and the other total requirements and limited contract demand power supply agreements conform to the summaries thereof contained in the Official Statement under the captions “INTRODUCTION,” “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Power Supply Contracts” and “THE TOTAL REQUIREMENTS PARTICIPANTS”; and the Continuing Disclosure Undertaking will be in substantially the form attached as APPENDIX C to the Official Statement;

(j) The Bonds, when issued, authenticated and delivered in accordance with the Resolution and sold to the Underwriters as provided herein, will be validly issued and legal, valid and binding obligations of MEAN, entitled to the benefits of the Resolution; and upon such issuance, authentication and delivery, the Resolution will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of and lien on the proceeds of the sale of the Bonds, the Revenues, and the funds pledged under the Resolution, subject only to the provisions of the Resolution permitting the application on the terms and conditions set forth in the Resolution;

(k) Between the date of this Purchase Contract and the date of the Closing, MEAN will not, without the prior written consent of the Representative, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, in either case, which would materially adversely affect or encumber the rights of the Underwriters hereunder or the security for the Bonds;

(l) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the officer of MEAN executing this Purchase Contract, threatened against MEAN (nor to the best knowledge of such officer is there any such action, suit, proceeding, inquiry or investigation pending or threatened against any Member), (i) affecting the corporate existence of MEAN or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection of the Revenues, and the funds and accounts pledged or to be pledged pursuant to the Resolution to pay the principal of and interest on the Bonds, or the pledge of and lien of the Resolution, (iii) contesting or affecting as to MEAN the validity or enforceability of the Act, the Charter, the Bonds, the Resolution, or the Power Supply Contracts, (iv) contesting the tax-exempt status of interest on the Bonds, (v) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of MEAN or any authority for the issuance of the Bonds, the adoption of the Resolution, or the Power Supply Contracts nor, to the best knowledge of the officer of MEAN executing this Purchase Contract, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability as to MEAN of the Act or the Charter, or the authorization, execution, delivery or performance by MEAN of the Bonds, the Resolution, the Continuing Disclosure Undertaking or this Purchase Contract;

(m) MEAN will furnish such information, execute such instruments and take such other action in cooperation with the Representative as the Representative may reasonably request in order (i) to qualify the Bonds for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; *provided, however*, that MEAN shall not be required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction;

(n) As of its date and as of the date hereof, the Preliminary Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(o) At the time of MEAN's acceptance hereof, the Official Statement did not and, at all times subsequent thereto up to and including the date of the Closing (except for a brief period between any change in any relevant circumstance and the timely amendment or supplement of the Official Statement to reflect such change), the Official Statement (as the same may be supplemented or amended pursuant to Section 2(d) hereof) will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(p) If the Official Statement is supplemented or amended pursuant to Section 2(d) hereof, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the "end of the underwriting period" (as defined in Rule 15c2-12) (except for a brief period between any change in any relevant circumstance and the timely amendment or supplement of the Official Statement to reflect such change), the Official

Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(q) Except as set forth in the Official Statement, during the previous five years, MEAN has complied, in all material respects, with any previous undertaking in any agreement required pursuant to Rule 15c2-12.

(r) The financial statements of MEAN as of March 31, 2026 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of MEAN as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Representative, there has not been any material adverse change in the financial condition of MEAN or in its operations since March 31, 2026 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(s) Any certificates executed by any officer of MEAN and delivered to the Underwriters pursuant hereto or in connection herewith shall be deemed a representation and warranty of MEAN as to the accuracy of the statements therein made.

(t) MEAN, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

All representations, warranties and agreements of MEAN shall remain operative and in full force and effect, regardless of any investigations made by any Underwriter or on the Underwriters' behalf, and shall survive the delivery of the Bonds.

7. Closing. At 10:00 a.m., Lincoln, Nebraska time, on [__________], 2026, or at such later date as may be mutually agreed upon by MEAN and the Representative, MEAN will, subject to the terms and conditions hereof: (a) deliver one duly executed and authenticated bond for each maturity of the Bonds registered in the name of Cede & Co. to the Trustee, as FAST agent for The Depository Trust Company ("*DTC*"), for the account of the Underwriters; and (b) deliver to the Representative on behalf of the Underwriters the other documents hereinafter mentioned. Subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the purchase price of the Bonds, as set forth in Section 1 hereof by wire transfer in immediately available funds to the Trustee. Delivery and payment as provided shall be made at MEAN's offices in Lincoln, Nebraska, or such other place as shall have been mutually agreed upon by MEAN and the Representative. The Bonds shall be made available to the Underwriters at least one business day before the date of the Closing for purposes of inspection.

8. Closing Conditions. The Underwriters have entered into this Purchase Contract in reliance upon the representations and warranties of MEAN contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by MEAN of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations

under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by MEAN of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations and warranties of MEAN contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) At the time of the Closing, the Charter, the Resolution, the Power Supply Contracts, this Purchase Contract and the Continuing Disclosure Undertaking shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative, Bond Counsel (as hereinafter defined), and counsel to the Underwriters;

(c) At the time of the Closing, all official action of MEAN and of the other parties thereto relating to the Bonds, the Resolution, this Purchase Contract and the Continuing Disclosure Undertaking shall be in full force and effect in accordance with their respective terms and shall not, in the opinion of the Representative, have been amended, modified or supplemented in any materially adverse respect;

(d) At the time of the Closing, there shall have been no material adverse change in the financial position, results of operations or condition, financial or otherwise, of MEAN, as all the foregoing matters are described in the Preliminary Official Statement and the Official Statement; and

(e) At or prior to the Closing, the Representative shall have received on behalf of the Underwriters copies of each of the following documents:

(1) The Official Statement and each supplement or amendment, if any, thereto, executed on behalf of MEAN by the Executive Director or other Authorized Officer of MEAN;

(2) The Resolution, certified by an Authorized Officer of MEAN as having been duly adopted by MEAN and as being in effect, with only such supplements or amendments as may have been agreed to by the Representative, together with an original or certified copy of the Eighth Supplemental Resolution delegating authority to certain officers of MEAN to fix the final terms and provisions of the Bonds, together with the completed Certificate of Determination executed by an Authorized Officer of MEAN pursuant to the Resolution;

(3) An opinion, dated the date of Closing and addressed to MEAN, of Chapman and Cutler LLP, bond counsel to MEAN ("*Bond Counsel*"), in substantially the form included in the Official Statement as APPENDIX D, together with a letter of Bond Counsel, dated the date of the Closing and addressed to the Underwriters to the effect that such opinion addressed to MEAN may be relied upon by the Underwriters to the same extent as if addressed to them;

(4) An opinion, dated the date of the Closing and addressed to the Underwriters, of Bond Counsel, in substantially the form attached hereto as Exhibit A;

(5) An opinion, dated the date of the Closing and addressed to the Underwriters, of the general counsel to MEAN, in substantially the form attached hereto as Exhibit B.

(6) A certificate, dated the date of the Closing, signed by the Chairman and the Executive Director of MEAN in substantially the form attached hereto as Exhibit C (but in lieu of or in conjunction with such certificate, the Representative, on behalf of the Underwriters, may, in its sole discretion, accept certificates or opinions of Bond Counsel, or of other counsel acceptable to the Representative, that, in the opinion of such counsel, the issues raised in any pending or threatened litigation referred to in such certificate are without substance or that the contentions of all plaintiffs therein are without merit);

(7) An opinion, dated the date of the Closing and addressed to the Underwriters, of Nixon Peabody LLP, counsel for the Underwriters, to the effect that (A) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "*Securities Act*"), and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended and (B) the Continuing Disclosure Undertaking complies with the requirements of paragraph (b)(5) of Rule 15c2-12 as in effect on the date of the Closing, the condition contained in paragraph (b)(5) of Rule 15c2-12 to the Underwriters purchasing or selling the Bonds have been fulfilled and the Continuing Disclosure Undertaking is a valid, binding and enforceable obligation of MEAN; in addition, such counsel shall state in its letter containing the foregoing opinions, or in a separate letter dated the date of the Closing and addressed to the Underwriters, that, based upon its participation in the preparation of the Preliminary Official Statement and the Official Statement as counsel for the Underwriters and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, as of the date of the Closing, nothing has come to the attention of such counsel causing it to believe that the Preliminary Official Statement, as of its date or the date of the Purchase Contract or the Official Statement as of its date and (as supplemented or amended pursuant to Section 2(d) hereof, if applicable) as of the date of the Closing contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for the statements contained in the Preliminary Official Statement and the Official Statement and the Appendices thereto relating to the book-entry only system and DTC, all financial, operating and statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion and information about environmental matters, "APPENDIX A," "APPENDIX D" and the statements under "TAX MATTERS" and summaries of the foregoing and references to the foregoing, as to all of which no view need be expressed);

(8) An original or certified copy of MEAN's Charter, together with all amendments thereto or supplements thereof to the date of the Closing;

(9) All documents, certificates, showings, deposits and opinions of counsel required under Section 2.02(a) and Section 2.04(b) of the Master Resolution in connection with the issuance of the Bonds;

(10) Original or certified copies of each of the Power Supply Contracts (which may be a composite copy);

(11) An executed counterpart of the Continuing Disclosure Undertaking of MEAN in substantially the form attached as APPENDIX C to the Official Statement;

(12) An executed Tax Exemption Certificate and Agreements of MEAN, including an executed Information Report for Tax-Exempt Obligations on IRS Form 8038-G;

(13) Evidence satisfactory to the Representative that the Bonds have been rated "[A]" (stable outlook) by S&P Global Ratings ("*S&P*") and "[A+]" (stable outlook) by Fitch Ratings ("*Fitch*");

(14) Letters of Representations to DTC, executed by MEAN;

(15) A transcript of all proceedings relating to the authorization and issuance of the Bonds certified by an Authorized Officer of MEAN; and

(16) Such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of MEAN's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by MEAN on or prior to the date of the Closing of all the agreements then to be performed and conditions then to be satisfied by it.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Representative.

(f) If MEAN shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept the delivery of and to pay for the Bonds contained in this Purchase Contract, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor MEAN shall be under any further obligation hereunder, except that the respective obligations of MEAN and the Underwriters set forth in Section 10 hereof shall continue in full force and effect.

(g) In the event that the Underwriters shall fail (other than for a reason permitted hereunder) to accept and pay for the Bonds at the Closing as herein provided, the Underwriters shall pay to MEAN an amount equal to one percent (1.00%) of the principal amount of the Bonds as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters and such amount shall constitute a full release and discharge of all claims and damages for such failure and for any and all such defaults, and MEAN shall have no further action for damages, specific performance or any other legal or equitable relief against the Underwriters.

9. Termination. The Representative, on behalf of the Underwriters, shall have the right to terminate this Purchase Contract by notification to MEAN from the Representative of the election of the Representative to do so if, after the execution hereof and prior to the Closing:

(a) an event shall occur which makes untrue or incorrect, as of the time of such event, any statement or information of a material fact contained in the Preliminary Official Statement or the Official Statement or which is not reflected in the Preliminary Official Statement or the Official Statement but should be reflected therein in order to make the statements contained therein not misleading and requires an amendment of or supplement to the Official Statement and the effect of which, in the judgment of the Representative, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Bonds; or

(b) an amendment to the Constitution of the United States or of the State of Nebraska shall have been passed or legislation shall be introduced in, enacted by, reported out of committee, or recommended for passage by the state of Nebraska, either House of the Congress, or recommended to the Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff of such committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Code (which, if enacted, would be effective as of a date prior to the Closing) shall be filed in either House of Congress, or a decision by a court of competent jurisdiction shall be rendered, or a regulation or filing shall be issued or proposed by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or other agency of the federal government, or a release or official statement shall be issued by the President, the Department of the Treasury or the Internal Revenue Service of the United States, in any such case with respect to or affecting (directly or indirectly) the taxation of interest received on obligations of the general character of the Bonds which, in the opinion of the Representative, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Representative of the Bonds; or

(c) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Bonds is in violation or would be in violation of any provisions of the Securities Act, the Exchange Act or the Trust Indenture Act of 1939, as amended; or

(d) Any change or any development involving a material prospective change in or materially affecting the business, properties or financial condition of MEAN, except for changes which the Preliminary Official Statement and Official Statement discloses are expected to occur; or

(e) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the SEC, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act, or that the Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Preliminary Official Statement or the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect; or

(f) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the reasonable judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Preliminary Official Statement and the Official Statement; or

(g) there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required on the New York Stock Exchange or other national securities exchange whether by virtue of a determination by such exchange or by order of the SEC or any other governmental agency having jurisdiction or any national securities exchange shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Bonds or similar obligations; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers such as to make it, in the judgment of the Representative, impractical or inadvisable to proceed with the offering of the Bonds as contemplated by the Official Statement; or

(h) a general banking moratorium shall have been declared by federal or New York or Nebraska state authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services or a material disruption or deterioration in the fixed income or municipal securities market shall have occurred such as to make it, in the judgment of the Representative, impractical or inadvisable to proceed with the offering of the Bonds as contemplated by the Official Statement; or

(i) a downgrading or suspension of any rating (without regard to credit enhancement) by Moody's Investors Service, Inc. ("*Moody's*"), S&P or Fitch of any debt securities issued by MEAN, or there shall have been any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification) of any rating by Moody's, S&P or Fitch of any debt securities issued by MEAN, including the Bonds; or

(j) an order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect; or

(k) any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Charter, the Resolution, the Bonds, Purchase Contract, Power Supply Contracts, the Continuing Disclosure Undertaking or the existence or powers of MEAN with respect to its obligations under the Bonds, Purchase Contract, Power Supply Contracts, the Continuing Disclosure Undertaking; or

(l) any change in or particularly affecting MEAN, the Act, the Resolution, the Bonds, the Revenues, the Power Supply Contracts as described in the Preliminary Official Statement and the Official Statement, which in the professional judgment of the Representative materially impairs the investment quality of the Bonds.

10. Expenses.

(a) The Underwriters shall be under no obligation to pay, and MEAN shall pay all expenses incident to the performance of MEAN's obligations hereunder including, but not limited to: (i) the cost of preparing, printing and delivering the Resolution; (ii) the costs of preparing, printing and delivering the Preliminary Official Statement and the Official Statement and any supplements and amendments thereto; (iii) the cost of preparing and printing the Bonds; (iv) the fees and disbursements of Bond Counsel; (v) the fees and disbursements of any financial advisors to MEAN; (vi) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by MEAN; (vii) the fees for bond ratings, (viii) costs associated with the preparation and distribution of any investor briefing, and (ix) expenses incurred on behalf of MEAN's employees which are incidental to implementing this Purchase Contract, including, but not limited to, meals, transportation, lodging, and entertainment of those employees. The Underwriters shall pay, and MEAN shall be under no obligation to pay, all out-of-pocket expenses incurred by them under or pursuant to this Purchase Contract. Such payments may be included as an expense component of the Underwriters' discount.

(b) The provisions of this Section 10 shall survive any termination of this Purchase Contract.

11. Notices. Any notice or other communication to be given to MEAN under this Purchase Contract may be given by delivering the same in writing to MEAN's address set forth above, and any notice or other communication to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to the Representative at BofA Securities, Inc., One Bryant Park, 12th Floor, New York, New York 10036 (attention: Kevin Langlais).

12. Parties in Interest. This Purchase Contract is made solely for the benefit of MEAN and the Underwriters (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. All of MEAN's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect, regardless of: (a) any investigations made by or on behalf of the Underwriters;

(b) delivery of and payment for the Bonds pursuant to this Purchase Contract; and (c) any termination of this Purchase Contract, other than pursuant to Section 9 (and in all events the agreements of MEAN pursuant to Section 10 hereof shall remain in full force and effect notwithstanding the termination of this Purchase Contract under Section 9 hereof).

13. Effectiveness. This Purchase Contract shall become effective upon the execution and acceptance hereof by an Authorized Officer of MEAN and shall be valid and enforceable at the time of such execution and acceptance.

14. Governing Law. This Purchase Contract will be governed by and construed in accordance with the laws of the State of New York without reference to choice of law doctrine, except that the capacity, power or authority of MEAN to enter into this Purchase Contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. Waiver of Jury Trial. MEAN HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16. No Advisory or Fiduciary Role. MEAN acknowledges and agrees that: (i) the Underwriters are not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, (ii) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm’s length commercial transaction between MEAN and the Underwriters and the Underwriters have financial and other interests that differ from those of MEAN; (iii) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to MEAN and have not assumed any advisory or fiduciary responsibility to MEAN with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to MEAN on other matters); (iv) the only obligations the Underwriters have to MEAN with respect to the transaction contemplated hereby expressly are set forth in this Purchase Contract; and (v) MEAN has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

17. Miscellaneous.

(a) This Purchase Contract contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

(b) This Purchase Contract may be executed by electronic transmission and in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

18. Headings. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

[Signature page follows.]

BOFA SECURITIES, INC.

By: ______________________________
Name:
Title:

Accepted:

This [____] day of [__________], 2026

MUNICIPAL ENERGY AGENCY OF NEBRASKA

By: ______________________________
Name:
Title:

SCHEDULE I

MATURITY SCHEDULE

Maturity	Principal Amount	Interest Rate	Yield	Price

EXHIBIT A

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL TO MEAN

[__________], 2026

BofA Securities, Inc.,
as representative of the Underwriters
Bank of America Tower
620 S. Tryon Street, 25th Floor
Charlotte, NC 28255

Re: $[__________] Municipal Energy Agency of Nebraska Power Supply System Refunding Revenue Bonds, 2026 Series A

Ladies and Gentlemen:

This letter is delivered to you pursuant to Section 8(e)(4) of the Bond Purchase Contract, dated [__________], 2026 (the "*Purchase Contract*"), between BofA Securities, Inc., as representative of the underwriters named therein (the "*Underwriters*"), and the Municipal Energy Agency of Nebraska ("*MEAN*"), providing for the purchase of $[__________] principal amount of MEAN's Power Supply System Refunding Revenue Bonds, 2026 Series A (the "*Bonds*"). The Bonds are being issued under and pursuant to the 2003 Power Supply System Revenue Bond Resolution adopted by the Board of Directors of MEAN on August 21, 2003 (the "*Master Resolution*"), as supplemented by an Eighth Supplemental Resolution adopted by the Board of Directors of MEAN on [August 20], 2026 (the "*Supplemental Resolution*," and together with the Master Resolution, the "*Resolution*"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Resolution or, if not defined in the Resolution, in the Purchase Contract.

In connection with our role as bond and disclosure counsel to MEAN, we have reviewed (i) the Act, (ii) the Charter, (iii) the Official Statement, (iv) the Purchase Contract, (v) the Resolution, (vi) the Power Supply Contracts, (vii) an opinion dated the date hereof of Michelle Lepin, General Counsel to MEAN, (viii) certificates dated the date hereof of MEAN, and (ix) such other documents, opinions and matters, and have made such investigations of law, to the extent we deemed necessary to render the opinion and express the conclusions set forth herein.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the opinion that the Bonds are not required to be registered under the Securities Act of 1933, as amended, and the Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended.

Subject to the qualifications set forth below, we have reviewed the information contained in the Preliminary Official Statement and the Official Statement under the captions, "INTRODUCTION—The 2026 Series A Bonds," "—Authorization," "—Security and Sources of Payment" and "—Tax Matters," "THE 2026 SERIES A BONDS", "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES BONDS" and "TAX MATTERS," and in APPENDICES [B, C and D] to the Preliminary Official Statement and the Official Statement, to determine whether such information and summaries conform to the terms and provisions of the Bonds, the Resolution, the Power Supply Contracts, the Continuing Disclosure Undertaking and our approving opinion with respect to the Bonds.

Subject to the qualifications set forth below, the summary descriptions in the Preliminary Official Statement and the Official Statement under such captions, as of the date of the Preliminary Official Statement and the Official Statement and as of the date hereof (i) insofar as such descriptions purport to describe or summarize certain provisions of the Bonds (apart from information relating to The Depository Trust Company and its book-entry only system), the Resolution, the Power Supply Contracts, the Continuing Disclosure Undertaking and APPENDICES [B, C, and D], are accurate summaries of such provisions in all material respects, and (ii) the information in the Preliminary Official Statement and the Official Statement under the captions "INTRODUCTION—Tax Matters" and "TAX MATTERS" and in [APPENDIX D] purporting to describe or summarize our opinions concerning certain federal and state tax matters relating to the Bonds are accurate descriptions and summaries in all material respects.

In our capacity as disclosure counsel to MEAN, and to assist MEAN in discharging its responsibility with respect to the Preliminary Official Statement and the Official Statement, we have rendered legal advice and assistance to MEAN with respect to the preparation of the Preliminary Official Statement and the Official Statement and certain other matters related to the subject financing. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal and related subjects and a limited review of certain documents, opinions and certificates of officers of MEAN and other appropriate persons. We also participated in conferences and correspondence with your representatives and counsel, representatives of and counsel to MEAN and other persons involved in the preparation of information for the Preliminary Official Statement and the Official Statement, during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and revised. The purpose of our professional engagement was not to establish or confirm factual matters set forth in the Preliminary Official Statement and the Official Statement, and we have not undertaken any obligation to verify independently any of the factual matters set forth therein. Moreover, many of the determinations required to be made in the preparation of the Preliminary Official Statement and the Official Statement involve matters of a non-legal nature. Subject to such qualifications and the qualifications set forth below, based on our participation as bond and disclosure counsel in connection with the issuance of the Bonds, including our participation in the above-mentioned conferences and correspondence, and on our limited review of the records, reports, documents, certificates, statements, representations, warranties, opinions and matters mentioned above, without independent verification, we advise you as a matter of fact and not opinion that, during the course of our role as bond and disclosure counsel to MEAN with respect to the Bonds, no facts have come to the attention of the attorneys in our firm rendering legal services in connection with such role which caused us to believe that the Preliminary Official Statement, as of its date and as of the date of the Purchase Contract, and the Official Statement (apart from (i) CUSIP numbers, (ii) the information relating to The Depository Trust Company and its book-entry only system and (iii) the financial statements or other financial, operating, statistical, numerical or accounting data contained or incorporated therein, as to all of which we do not express any opinion or belief) as of its date or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

By acceptance of this letter you recognize and acknowledge that, with respect to the conclusions set forth in the two immediately preceding paragraphs: (i) such conclusions are not legal opinions but are rather in the nature of observations based on certain limited activities performed by specific lawyers in our firm in our role as bond and disclosure counsel to MEAN; (ii) the scope of those activities performed by us for purposes of providing such conclusions was inherently limited and does not purport to encompass all activities necessary for compliance with applicable securities laws; (iii) those activities performed by us rely on representations, warranties, certifications, statements and opinions by third parties, including and primarily by MEAN, and are otherwise subject to the conditions set forth herein; (iv) in order to provide such conclusions we neither undertook any duties or responsibilities to you nor conducted any activities in addition to those undertaken or conducted for the benefit of, and requested by, MEAN, and consequently, we make no representation that our review has been adequate for your purposes; (v) except as specifically described in the two immediately preceding paragraphs, we have not been engaged nor have we undertaken to review or verify, nor are we passing upon or assuming responsibility for, the accuracy, completeness or fairness of any of the statements or information contained in the Preliminary Official Statement and the Official Statement; (vi) no responsibility is undertaken or statement rendered with respect to any other disclosure or offering document, material or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Official Statement and the Official Statement; and (vii) we are not expressing any opinion or view on, and with your permission have assumed and relied on, the validity, accuracy and sufficiency of the various records, documents, certificates and opinions referred to above, and we have assumed that all such records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

This letter is solely for the benefit of the Underwriters and may not be used, quoted, relied upon or otherwise referred to for any other purpose or by any other person (including any person purchasing any of the Bonds from the Underwriters) without our prior written consent. We have not been engaged to act, and have not acted, as your counsel for any purpose in connection with the issuance of the Bonds and no attorney-client relationship exists or has at any time existed between us in connection with the Bonds or by virtue of this letter. This letter is given as of the date hereof and we assume no obligation to revise or supplement this letter, including the opinions and conclusions set forth herein, to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

EXHIBIT B

FORM OF OPINION OF GENERAL COUNSEL TO MEAN

[__________], 2026

BofA Securities, Inc.,
as Representative of the Underwriters
Bank of America Tower
620 S. Tryon Street, 25th Floor
Charlotte, NC 28255

Re: $[__________] Municipal Energy Agency of Nebraska Power Supply System Refunding Revenue Bonds, 2026 Series A

Ladies and Gentlemen:

I have acted as general counsel to the Municipal Energy Agency of Nebraska ("*MEAN*") in connection with the issuance by MEAN of $[__________] Power Supply System Refunding Revenue Bonds, 2026 Series A (the "*Bonds*"). The Bonds are being issued pursuant to the 2003 Power Supply System Revenue Bond Resolution adopted by the Board of Directors of MEAN on August 21, 2003 (the "*Master Resolution*"), as supplemented by an Eighth Supplemental Resolution, adopted by the Board of Directors of MEAN on [August 20, 2026] and a Certificate of Determination dated [__________], 2026, executed and delivered by MEAN (collectively, the "*Supplemental Resolution*" and, together with the Master Resolution, the "*Resolution*").

In my capacity as general counsel to MEAN, I have examined the following:

(a) Executed certificates of the Nebraska Power Review Board declaring that the petitions for the creation of MEAN and the granting of membership to the members of MEAN (the "*Members*") have been duly filed with and approved by the Nebraska Power Review Board;

(b) A certified copy of the charter creating MEAN granted by the Nebraska Power Review Board (the "*Charter*");

(c) A certified copy of the Service Schedule Ms referred to herein as the Power Supply Contracts (the "*Power Supply Contracts*") between MEAN and [56] of the Participants (the "*Long-Term Total Requirements Participants*");

(d) A certified copy of the resolution of the Board of Directors of MEAN adopted at its meeting held on [August 20, 2026], authorizing various actions and agreements on MEAN's part in connection with the issuance of the Bonds (the "*Board Resolution*");

(e) An executed counterpart of the Resolution;

(f) An executed counterpart of the Bond Purchase Contract, dated [__________], 2026 (the "*Purchase Contract*"), between MEAN and BofA Securities, Inc., as representative, and Wells Fargo Securities, LLC (collectively, the "*Underwriters*");

(g) A copy of the Preliminary Official Statement of MEAN, dated [__________], 2026, relating to the Bonds (the "*Preliminary Official Statement*");

(h) A copy of the Official Statement of MEAN, dated [__________], 2026, relating to the Bonds (the "*Official Statement*");

(i) An executed counterpart of the Continuing Disclosure Undertaking of MEAN, dated [__________], 2026 (the "*Continuing Disclosure Undertaking*");

(j) Such other records, documents and matters of law relevant or necessary in connection with the opinions set forth below.

Based upon the foregoing and a review of such matters as I have deemed necessary in connection with the rendering of this opinion, it is my opinion on the date hereof that:

1. MEAN is a body corporate and politic of the State of Nebraska, duly organized and validly existing under the laws of the State of Nebraska, and has full legal right, power and authority to execute and deliver, and to perform its obligations under, the Resolution, the Board Resolution, the Power Supply Contracts, the Purchase Contract and the Continuing Disclosure Undertaking and to approve and authorize the use, execution and distribution of the Preliminary Official Statement and the Official Statement.

2. The Purchase Contract, Resolution, the Power Supply Contracts, and the Continuing Disclosure Undertaking have been duly authorized, executed and delivered by, and the Continuing Disclosure Undertaking and the Resolution have been duly and lawfully approved by MEAN, and each such agreement and undertaking constitutes the legal, valid and binding obligation of MEAN, enforceable against MEAN in accordance with its respective terms.

3. MEAN has approved and authorized the use, execution and delivery of the Preliminary Official Statement and the Official Statement.

4. The Charter has been duly granted by the Nebraska Power Review Board and is in full force and effect.

5. A petition has been duly filed with the Nebraska Power Review Board for each Member requesting that each such Member be allowed to become a member of MEAN (the "*Member Petitions*"), and each such Member Petition has been duly approved by the Nebraska Power Review Board and is in full force and effect.

6. Each of the Power Supply Contracts has been duly authorized, executed and delivered by each of the Long-Term Total Requirements and constitutes the legal, valid and binding obligation of each of the Long-Term Total Requirements Participants, enforceable in accordance with its terms.

7. The Resolution and the Board Resolution have been duly and lawfully adopted by MEAN and, as of the date hereof, have not been altered, amended or repealed, except in accordance with their terms.

8. MEAN is not in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State of Nebraska or the United States or any applicable judgment or decree or any provision of any loan agreement, resolution, bond, note, resolution, agreement or other instrument known to me after reasonable inquiry to which MEAN is a party or to which MEAN or any of its property or assets is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any such instrument.

9. The execution and delivery of the Bonds, the Purchase Contract, the Power Supply Contracts, and the Continuing Disclosure Undertaking, and the adoption of the Resolution and the Board Resolution and compliance with the provisions on MEAN's part contained therein will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment or decree or any provision of any loan agreement, resolution, bond, note, resolution, agreement or other instrument known to me after reasonable inquiry to which MEAN is a party or to which MEAN or any of its property or assets is otherwise subject, the effect or result of which conflict, breach or default would have a material adverse effect upon the operations or financial position of MEAN, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of MEAN or under the terms of any such law, regulation or instrument, except as expressly provided by the Bonds and the Resolution.

10. The charges made by MEAN for electric power services provided by the System are not subject to regulation by any authority of the State of Nebraska or the United States.

11. To the best of my knowledge after due inquiry, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of my knowledge, threatened against MEAN affecting the corporate existence of MEAN or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection of the Revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge of and lien on the Revenues pursuant to the Resolution, or contesting or affecting as to MEAN the validity or enforceability of the Act, the Charter, the Bonds, the Resolution, the Board Resolution, the Continuing Disclosure Undertaking, the Purchase Contract, the Member Petitions, or the Power Supply Contracts or contesting the tax-exempt status of interest on the Bonds or contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers of MEAN or any authority for the issuance of the Bonds, the adoption of the Resolution and the Board Resolution or the execution and delivery by MEAN of the Continuing Disclosure Undertaking, the Purchase Contract, or the Power Supply Contracts nor, to the best of my knowledge, is there any basis for any such action, suit, proceeding, inquiry or investigation wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability as to MEAN of the Act, the Charter, the Bonds, the

Resolution, the Board Resolution, the Continuing Disclosure Undertaking, the Purchase Contract, the Member Petitions, or the Power Supply Contracts.

12. The statements contained in the Preliminary Official Statement, as of its date and as of the date hereof and the Official Statement as of its date and as of the date of Closing under the caption "THE MUNICIPAL ENERGY AGENCY OF NEBRASKA" which purport to summarize and describe the legal powers and authority of MEAN with respect to the operation of the System and my opinion with respect thereto are fair and accurate summaries and descriptions of such matters; and the statements contained in the Preliminary Official Statement and the Official Statement under the captions "INTRODUCTION," "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "THE MUNICIPAL ENERGY AGENCY OF NEBRASKA" which purport to summarize and describe the terms and provisions of the Power Supply Contracts are fair and accurate summaries and descriptions of such documents.

13. Based upon my review of the Preliminary Official Statement and the Official Statement as general counsel to MEAN and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and Official Statement (except to the extent expressly set forth in paragraph 13 above), as of the date hereof, nothing has come to my attention which causes me to believe that the Preliminary Official Statement as of its date and the date of the Purchase Contract or the Official Statement, as of its date and as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for the statements contained in the Preliminary Official Statement and the Official Statement and the Appendices thereto relating to the book-entry only system, The Depository Trust Company, all engineering, financial and statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, as to all of which I express no view or opinion).

Enforceability of the Bonds, the Resolution, the Board Resolution, the Power Supply Contracts, the Purchase Contract and the Continuing Disclosure Undertaking may be limited (a) by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equity principles in the event equitable remedies should be sought and (b) by the exercise in the future by the State of Nebraska and its governmental bodies of the police power inherent in the sovereignty of the State of Nebraska and by the exercise by the United States of America of the power delegated to it by the federal constitution, to the extent that the obligations of MEAN under the Bonds, the Resolution, the Board Resolution, the Power Supply Contracts, the Purchase Contract and the Continuing Disclosure Undertaking are subject to the exercise of such powers.

No person other than the addressees may rely on this opinion without my written consent.

Respectfully submitted,

EXHIBIT C

FORM OF MUNICIPAL ENERGY AGENCY OF NEBRASKA CERTIFICATE

[__________], 2026

The undersigned, Chair and Executive Director of Municipal Energy Agency of Nebraska ("*MEAN*"), hereby certify that:

1. The representations and warranties of MEAN contained in the Bond Purchase Contract dated [__________], 2026, between MEAN and the Underwriters named therein (the "*Purchase Contract*") with respect to the sale by MEAN of its $[__________] Power Supply System Refunding Revenue Bonds, 2026 Series A (the "*Bonds*"), are true and correct on and as of the date of the Closing as if made on the date of the Closing.

2. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, to the best of our knowledge, threatened against MEAN (nor to the best of our knowledge is there any such action, suit, proceeding, inquiry or investigation pending or threatened against any Member), affecting the corporate existence of MEAN or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection of the Revenues (as defined in the Resolution) of MEAN pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge of and lien on the Revenues, funds and accounts pursuant to the Resolution, or in any way contesting or affecting as to MEAN the validity or enforceability of the Act, the Charter, the Bonds, the Resolution, the Purchase Contract or the Continuing Disclosure Undertaking, or contesting the tax-exempt status of interest on the Bonds, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of MEAN or any authority for the issuance of the Bonds, the adoption of the Resolution or the execution and delivery by MEAN of the Purchase Contract or the Continuing Disclosure Undertaking, nor, to the best of our knowledge, is there any basis for any such action, suit, proceeding, inquiry or investigation wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability as to MEAN of the Act or the Charter, or the authorization, execution, delivery or performance by MEAN of the Bonds, the Resolution, the Purchase Contract or the Continuing Disclosure Undertaking.

3. To the best of our knowledge, no event affecting MEAN has occurred since the date of the Official Statement which should be disclosed in the Official Statement so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and which has not been disclosed in a supplement or amendment to the Official Statement.

4. MEAN has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof pursuant to the Purchase Contract with respect to the issuance of the Bonds.

5. All capitalized terms employed herein which are not otherwise defined shall have the same meanings as in the Purchase Contract.

Dated as of the date first above written.

MUNICIPAL ENERGY AGENCY OF NEBRASKA

By: ______________________________
Executive Director

By: ______________________________
Chair

EXHIBIT D

CERTIFICATE

Dated: __________, 2026

I, the ____________________ of Municipal Energy Agency of Nebraska ("*MEAN*"), hereby certify that the Official Statement of MEAN dated __________, 2026 relating to its Power Supply System Refunding Revenue Bonds, 2026 Series A, as the same may have been amended or supplemented to the date hereof, does not contain an untrue statement of a material fact or omit to state a fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. I have made such inquiries as were necessary for me to render this certificate.

MUNICIPAL ENERGY AGENCY OF NEBRASKA

By: ______________________________
Name:
Title:

EXHIBIT E

FORM OF ISSUE PRICE CERTIFICATE

$[__________]
Municipal Energy Agency of Nebraska
Power Supply System Refunding Revenue Bonds,
2026 Series A

The undersigned, on behalf of BofA Securities, Inc. (the "*Representative*"), on behalf of itself and Wells Fargo Securities, LLC (together, the "*Underwriting Group*"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "*Bonds*").

1. **Sale of the General Rule Maturities**. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10 percent of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A attached hereto.

2. **Initial Offering Price of the Hold-the-Offering-Price Maturities**.

(a) Select Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "*Initial Offering Prices*") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Agreement, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. No Underwriter has offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. Defined Terms.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (__________, 2026), or (ii) the date on which the Underwriting Group has sold at least 10 percent of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means Municipal Energy Agency of Nebraska.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [__________], 2026.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with MEAN (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by MEAN with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Chapman and Cutler LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to MEAN and the Borrower from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

Dated: [__________], 2026

BOFA SECURITIES, INC.,
as Representative

By: ________________________________
Name:
Title:

Schedule A

General Rule Maturities

Maturity Date	Principal Amount	Interest Rate	Price

Hold-the-Offering-Price Maturities

Maturity Date	Principal Amount	Interest Rate	Price

Schedule B

Pricing Wire

[to be attached]