

LARAMIE RIVER STATION PARTICIPATION POWER SALES AGREEMENT

between

CITY OF LINCOLN d/b/a/ LINCOLN ELECTRIC SYSTEM

And

COUNTY OF LOS ALAMOS

AMENDMENT No. 2

THIS AMENDMENT, dated this ____ day of _____, 2016, is executed by and between the City of Lincoln d/b/a Lincoln Electric System ("LES"), a Nebraska municipal corporation, and the Incorporated County of Los Alamos ("County"), a political subdivision of the state of New Mexico;

WHEREAS, the parties hereto have entered into a document entitled "Laramie River Station Participation Power Sales Agreement between the City of Lincoln and County of Los Alamos" ("Participation Power Sales Agreement"), executed by LES on June 10, 1987, and by County on June 25, 1987;

WHEREAS the parties previously executed an Amendment No. 1 to the Participation Power Sales Agreement dated August 28, 1995;

WHEREAS, the parties have agreed to amend the Participation Power Sales Agreement in the manner set forth herein; and,

WHEREAS, each of the parties has represented to the other that it has the full and legal authority to execute this amendment to the Participation Power Sales Agreement subject to final approval by their respective governing bodies;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Section 5(a). Effective September 1, 2016, Section 5(a) of the Participation Power Sales Agreement is deleted in its entirety and replaced with the following.

"For Participation Power made available to County under this Agreement, LES shall, usually on or before the 8th day of each Month, render to County a monthly billing showing Monthly Power Costs as determined in accordance with Exhibit A. In addition, and as commenced in August 1987, and continuing each Month thereafter, an amount equal to the monthly summation of the Energy Related Cost for each hour of the preceding Month as determined from the appropriate heat rate curve and the energy scheduled by County under this agreement and calculated in accordance with methods developed by the Operating Agent for the Station; plus any amount now or hereafter due under Section 16 of this Agreement.

Following the end of each Contract Year, LES shall render to County an adjusted billing statement to reflect costs as recorded by LES and the Operating Agent for such Contract Year.”

2. Exhibit A. Effective September 1, 2016 Exhibit A to the Participation Power Sales Agreement is deleted in its entirety and superseded and replaced with a new Exhibit A attached to this Amendment. All references to Exhibit A in the Participation Power Sales Agreement shall refer to the Exhibit “A” attached to this Amendment.
3. No Other Amendments. Except as specifically provided herein, no other amendments, revisions, additions or deletions are made or have been made to the Participation Power Sales Agreement. All other terms and conditions of the Participation Power Sales Agreement remain in full force and effect and the Parties hereby ratify and confirm their rights, obligations, and representations under the Participation Power Sales Agreement, as amended hereby.
4. Conforming References. Upon execution of this Amendment by both Parties, each reference in the Participation Power Sales Agreement to “this Agreement”, “thereunder”, “hereto”, “herein”, or words of like import, shall mean and be a reference to the Participation Power Sales Agreement as amended hereby.
5. Applicable Law. This Amendment and the rights and duties of the Parties hereunder shall be governed by and construed, enforced, and performed in accordance with the laws of the State of Nebraska, without regard to principles of conflict of laws.
6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be considered original instruments, but all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives.

CITY OF LINCOLN d/b/a
LINCOLN ELECTRIC SYSTEM

By: _____
Kevin Wailes, Chief Executive Officer

DEPARTMENT OF PUBLIC
UTILITIES INCORPORATED
COUNTY OF LOS ALAMOS

By: _____