Exhibit A To Laramie River Station

Participation Power Sales Agreement

Between

City of Lincoln

And

County of Los Alamos (Monthly Power Costs)

Monthly Power Costs shall be an amount equal to power costs as identified below, excluding Energy-Related Costs. It is the strict intent of the Agreement, and this Exhibit A, that the County pays the Participation Percentage of all costs required to be paid to the Project by LES based upon its Entitlement Share.

- 1. Capital, processing and dispatch costs shall be equal to (for Contract Year 2017 and ongoing):
 - a) Capital costs in equal installments over the Contract Year based upon MBPP's approved capital budget (LES shall provide to the County an estimated approved MBPP capital budget, which provides for an estimate of Laramie River Station capital expenses, prior to the start of a Contract Year).; and,
 - b) Administrative and processing costs related to the billing activities; and
 - c) Current month dispatch costs (as applicable) related to delivery of Energy produced by the Laramie River Station and delivered to the County.
- 2. Prior Contract Year true-up shall be equal to (for Contract Year 2017 and ongoing):
 - a) On or before 180 days after the end of each Contract Year, LES shall submit to the County an annual true-up statement which will reflect the County's share of the actual Increase in Net Assets Billed to Participants as reported in the MBPP audited financial statements for that Contract Year.
 - b) If the annual total of the County's share of this amount exceeds the amount paid by County in Item 1(a) above, then the County shall pay to LES the difference between such amounts; or,
 - c) If the annual total of the County's share of this amount is less than the amount paid by the County in Item 1(a) above, then LES shall remit to the County the difference between such amounts.
- 3. <u>Increase in Net Assets Billed to Participants shall be equal to (Contract Years 2015 and 2016):</u>
 - a) Increases in Net Assets Billed to Participants for the Contract Year 2015 shall be equal to: Increase in Net Assets Billed to Participants as reported in the 2015 MBPP audited financial statements (less any amounts previously

- billed) multiplied by the County's Purchase Percentage. This calculated amount will be billed to the County in equal installments beginning September 2016 and ending June 2017; and,
- b) Increases in Net Assets Billed to Participants for the Contract Year 2016 shall be equal to: Increase in Net Assets Billed to Participants as reported in the 2016 MBPP audited financial statements multiplied by the County's Purchase Percentage. This calculated amount will be billed to the County in equal installments beginning July 2017 and ending June 2018.
- 4. The LES Entitlement Share of all operation and maintenance cost of the Project, as outlined in F-1 of Exhibit F to the MBPP Agreement, shared in proportion to entitlement shares.
- 5. The LES Entitlement Share of the net cost of renewals and replacements or capital improvements to the Project to the extent not included in Items 1 through 3 above.
- 6. The LES Entitlement Share of the net of all other costs and assessments resulting from ownership interest in the Project including, but not limited to, the Project Operating Fund, other working capital accounts and Balance Sheet Accounts to the extent not included in Items 1 through 3 above.
- 7. The LES Entitlement Share of any costs, not previously included as a part of Monthly Power Costs hereunder, which have been incurred for the prevention or correction of any unusual loss or damage, to the extent such costs have not been reimbursed by the proceeds of the insurance covering such loss or damage or have not been recovered from third parties to the extent not included in Items 1 through 3 above.