

THIRD REVISED EXHIBIT "A"
TO
OPERATION, MAINTENANCE, AND WHEELING AGREEMENT
DATED AS OF AUGUST 27, 1986
("ORIGINAL WHEELING AGREEMENT"), AS AMENDED,

AND

AMENDMENT NO. 3 ("AMENDMENT NO. 3")

BETWEEN

NORTHERN RIO ARRIBA ELECTRIC COOPERATIVE, INC. ("NORA")

AND

INCORPORATED COUNTY OF LOS ALAMOS ("COUNTY")

SCHEDULE OF WHEELING CHARGES

1. NET RATE TO THE COUNTY PER BILLING PERIOD OR PART THEREOF.

\$60.00 per billing period (customer charge)

- PLUS -

The following charges per kWh of energy input annually for each billing year listed below. A "Billing Year" is from July 1 through the following June 30 of the next calendar year, as set forth below:

BILLING YEAR	ENERGY CHARGE PER kWh OF ENERGY INPUT
July 1, 2017-June 30, 2018	0.00343
July 1, 2018-June 30, 2019	0.00345
July 1, 2019-June 30, 2020	0.00347
July 1, 2020-June 30, 2021	0.00348
July 1, 2021-June 30, 2022	0.00350
July 1, 2022-June 30, 2023	0.00352
July 1, 2023-June 30, 2024	0.00354
July 1, 2024-June 30, 2025	0.00356
July 1, 2025-June 30, 2026	0.00358
July 1, 2026-June 30, 2027	0.00360

ATTACHMENT C

ATTACHMENT A

The above kWh charges shall be applied to the kWh energy input to NORA's system and measured by the kWh/kW demand meter located at the Spills Switching Station. The "billing period" shall be approximately 1/12 of a Billing Year but not necessarily a calendar month.

Commencing on July 1, 2027, the kWh charges to the County for energy applied to the kWh energy input to NORA 's utility system shall be at kWh energy charges and the minimum charges to be negotiated by the Parties pursuant to the terms and conditions of Amendment No. 3 ("Amendment No. 3") to the Operation, Maintenance, and Wheeling Agreement dated as of August 27, 1986 between NORA and the County ("Original Wheeling Agreement"), as revised by Addendum dated October 22, 1986, as amended by Amendment No. 1 dated as of June 26, 1996, and effective as of July 1, 1996 ("Amendment No. 1"), and as amended by Amendment No. 1 dated as of January 23, 2008, and effective as of July 1, 2017 ("Amendment No. 2") (together with Amendment No. 3 and Third Revised Exhibit "A" (collectively sometimes all referred to as the "Agreement," as it has been amended).

2. MINIMUM CHARGES.

The minimum charges under these rates shall be the product of the applicable kWh energy charge per Billing Year listed in Section 1 of this Third Revised Exhibit "A" for the particular Billing Year and times ten million (10,000,000) kWh per year (e.g., for the year 2017, \$.00343 per kWh times 10,000,000 kWh), payable on the first of the month following the execution of Amendment No. 3 to the Original Wheeling Agreement between NORA and the County and on July 1 thereafter for each year or portion thereof from July 1, 2017, through June 30, 2027. The payment of the minimum charges entitles the County to kWh wheeling allowances during the year for which the minimum charges are paid. All extraordinary

operations and maintenance expenses, as defined in the Agreement between NORA and the County, shall be charged separately from this Schedule in Amendment No. 3 and in accordance with the aforementioned Agreement.

Notwithstanding any provision in this Third Revised Exhibit "A" or in the Agreement, including Amendment No. 1 and Amendment No. 2, to the contrary, the County shall not be obligated to pay any minimum charges to NORA if the County is unable during any Billing Year, defined as from July 1 through June 30, to generate and transmit at least 10,000,000 kWh due to "uncontrollable forces," as defined in Section 7.3 of the Agreement. If the County is unable to generate and transmit a minimum of 10,000,000 kWh in a Billing Year due to uncontrollable forces, then the pro rata share of the minimum charges already paid to NORA for that year which represents the difference between the energy actually transmitted and 10,000,000 kWh shall be credited to the County for the next Billing Year.

3. POWER FACTOR ADJUSTMENT.

The County agrees to maintain at the Spills Switching Station unity power factor as nearly as practicable. KWh wheeling charges will be adjusted to correct for average power factors lower than 95%. Such adjustments will be made by increasing the measured kWh 1% for each 1% by which the average power factor is less than 95% (lagging or leading).

4. TERMS OF PAYMENT.

Terms of payment shall be as set forth in the Agreement between the County and NORA.

5. This Third Revised Exhibit "A" supersedes and replaces in its entirety Exhibit "A" and the Second Revised Exhibit "A" to the Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this ____ day of _____, 2018, and this Third Revised Exhibit "A" shall be effective as of July 1, 2017.

**NORTHERN RIO ARRIBA ELECTRIC
COOPERATIVE, INC.**

BY: _____
**STEVE RENDON
PRESIDENT**

ATTEST:

**GILBERT MARTINEZ
SECRETARY**

**INCORPORATED COUNTY OF LOS
ALAMOS**

BY: _____
**TIMOTHY A. GLASCO
LOS ALAMOS COUNTY UTILITIES MANAGER**

BY: _____
**DAVID IZRAELEVITZ
LOS ALAMOS COUNTY COUNCIL CHAIR**

ATTEST:

**NAOMI D. MAESTAS
LOS ALAMOS COUNTY CLERK**