

EXHIBIT A  
(Contract Rates of Delivery)

1. This Exhibit A made this 2nd day of June, 2006, under and as a part of Contract No. 94-BAO-701, dated November 21, 1994, hereinafter called the Contract, shall become effective on January 1, 2006. Upon such effective date, this Exhibit A shall terminate and supersede Exhibit A dated May 29, 2001, and shall remain in effect until superseded by another Exhibit A or termination of the Contract.

2. CONTRACT RATES OF DELIVERY FOR FIRM POWER:

2.1 On and after January 1, 2006, and continuing through December 31, 2010, the Contract Rate of Delivery (CROD) for firm power during any Winter Season shall be 10,011 kilowatts. Effective with the first day of the first full billing period beginning in January 2011, the CROD for firm power during any Winter Season may be adjusted as stated in this Exhibit A.

2.2 On and after January 1, 2006, and continuing through December 31, 2010, the CROD for firm power during any Summer Season shall be 8,575 kilowatts. Effective with the first day of the first billing period of the 2011 Summer Season, the CROD for ~~firm power during any Summer Season may be adjusted as stated in this Exhibit A.~~

2.3 Through the term of this Contract, Western may reduce the Contractor's Summer Season CROD by up to 5 percent for new project use requirements, by giving a minimum of five years advance written notice of such action.

2.4 Effective on the first full billing period in January 2011, the Contractor's CROD may be adjusted in accordance with the Program. Western may reduce the Contractor's CROD for future Winter and Summer Seasons by up to 1 percent from the then current CROD. Western will give the Contractor two years advance written notice of such adjustment.

2.5 In the event that Western determines that any portion of the CROD withdrawn under the terms of Subsection 2.4 above is not required for use by Western in accordance with the Program, Western will offer a pro rata share of the unallocated CROD to the Contractor, using the formula as specified in Subsection 2.6 below.

2.6 The redistribution formula is as follows:

$$(CROD/MRW) \times MWA = \text{Share Returned}$$

where

CROD = CROD at the time of withdrawal;

MWA = Megawatts Available to be returned; and

MRW = Marketable Resource at time of Withdrawal.

2.7 In the event that Western, at its sole discretion, determines that resources become available due to the imposition of penalties in accordance with the Program, Western may offer these resources to the Contractor. Prior to offering these resources to the Contractor, Western and the Contractor will mutually agree upon withdrawal procedures which will be provided for in a separate agreement. To limit administrative burden, Western may wait until such time as it accumulates sufficient resources to justify offering them.

2.8 On and after the effective date of this Exhibit A, at the discretion and sole determination of Western, the Contractor's CROD will be subject to adjustment on five years advance written notice in response to changes in hydrology and river operations. Proportional adjustments will be set forth in a revised Exhibit A only after an appropriate public process.

3. MAXIMUM CONTRACT RATES OF DELIVERY (KW):

<u>AIR FORCE INSTALLATION</u>	<u>ASSIGNEE</u>	<u>WINTER</u>	<u>SUMMER</u>
Offutt AFB	OPPD	24,906	33,545
Minot AFB	CPE	14,369	9,459
Grand Forks MS	MKA	10,250	6,954
Minot AFB MS	UMG&T	4,311	2,998
Ellsworth AFB		10,011	8,575 <u>1/</u>

1/ Includes transfers from the Ellsworth Air Force Missile Sites and Minot AFB MS.

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AIR COMBAT COMMAND, DEPARTMENT OF  
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(SEAL)

Attest:

By \_\_\_\_\_

Title \_\_\_\_\_