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July 13, 2026

VIA E-MAIL ONLY
amanda.knoll@ci.stjames.mn.us

Amanda Knoll
City Manager

RE: Missouri River Energy Services - Power Sale Agreement (S-1)

Dear Amanda:

Please find enclosed the opinion letter requested by Missouri River Energy Services as part of their request to extend the Power Sale Agreement (S-1).

As we discussed in our recent meeting, you will place this matter on the agenda so the council can approve the amendment to the Power Sale Agreement.

As always, should you have any questions or comments, please do not hesitate to contact me.

Very truly yours,



Michael P. Kircher
mkircher@sundeolson.com

MPK/mjt

Enclosure

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July 13, 2026

Mr. Matthew E. Schull
President and Chief Executive Officer
Missouri River Energy Services
P.O. Box 88920
Sioux Falls, SD 57109-8920

RE: Missouri River Energy Services - Power Sale Agreement (S-1)

Dear Mr. Schull:

I am an attorney licensed to practice law in the State of Minnesota, and I represent the City of St. James ("Municipality"). In relation to the execution by Municipality of the Missouri Basin Municipal Power Agency Power Sale Agreement (S-1) (as amended and restated effective January 2, 2027) (the "S-1 Agreement") by and among Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services ("MRES"), Western Minnesota Municipal Power Agency ("WMMPA") and Municipality. I am pleased to inform you that in my professional opinion:

1. Municipality is a municipal corporation duly created and validly existing pursuant to the Constitution and Statutes of the State of Minnesota.
2. Municipality has the full legal right and authority to enter into each of the S-1 Agreement and to carry out its obligations thereunder.
3. Municipality has duly authorized, approved, executed and delivered the S-1 Agreement, the S-1 Agreement has been executed by an appropriate officer of Municipality and, upon execution and delivery by MRES and WMMPA, the S-1 Agreement constitutes the legal, valid and binding obligation of Municipality enforceable in accordance with its terms.

Very truly yours,


Michael P. Kircher
mkircher@sundeolson.com
MPK/mjt
CC: City of St. James

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