SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

This Solar Energy Lease and Easement Agreement ("Agreement") is entered into effective the 1st day of March, 2016, by and between Solar Pro, LLC, an Iowa limited liability company ("Lessee") and the City of Cresco, an Iowa municipal corporation ("Lessor").

RECITALS

1. Lessor is the owner of real property located in Cresco, Iowa, on which it owns and operates government buildings, pumping stations, parks, and related facilities as defined below (collectively "City Facilities").

2. Lessee is engaged in the business of installing, owning and operating solar photovoltaic energy facilities, among other things.

3. Lessor wishes to lease to Lessee certain property on which to install and operate approximately 345.9 kW(DC) of photovoltaic energy facilities and related equipment to provide energy for the City Facilities, and Lessee wishes to lease property from Lessor in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the above premises and the mutual promises and other valuable consideration set forth below, the adequacy and receipt of which is acknowledged by both Parties, Lessee and Lessor agree as follows:

AGREEMENT

Article I – Definitions

The following terms, when capitalized and used in this Agreement, shall have the meanings set forth below. Capitalized terms used but not defined herein shall have the meaning given to them in the PPA.

1.1 Access Easement: The easement granted by Lessor to Lessee pursuant to Section 2.1(b) and Exhibit B pursuant to which Lessee obtains access rights to the Sites and City Facilities.

1.2 Agreement: This contract, including all exhibits, for the lease of property entered into between Lessor and Lessee, as amended by the Parties from time to time in accordance with the Agreement.

1.3 City Facilities: The buildings, structures, pumping stations, and other improvements and equipment owned by Lessor and which use electricity, as identified in Exhibit A, at which portions of the Facility will be installed and to which the Facility will deliver electricity.

1.4 Easement Premises: The property on which Lessee has been granted a solar easement as described in Section 2.2 and Exhibit B.

1.5 Environmental Contamination: The introduction or presence of Hazardous Materials at such levels, quantities or location, or of such form or character, as to constitute a violation of Requirements of Law, or which present a material risk under Requirements of Law that the Sites will not be available or usable for the purposes contemplated by this Agreement or that any other property or facility will not be available for its intended purpose.

1.6 Facility: The photovoltaic electric generating equipment, controls, regulators, wiring, inverters, switches and all other associated equipment, facilities and improvements on Lessee's side of each Point of Interconnection, including any equipment needed to connect the Facility to the City Facilities, located on the Sites and owned and operated by Lessee, as described in Exhibit C.

1.7 Financier: Any individual or entity providing money or extending credit (including any capital lease), whether construed as equity or debt, to Lessee for (i) the construction, term, or permanent financing of the Facility; or (ii) working capital or other ordinary business requirements for the Facility. "Financier" does not include common trade creditors of Lessee.

1.8 Governmental Authority: Any nation, government, state or other political subdivision thereof, whether foreign or domestic, including, without limitation, any municipality, township and county, and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, including, without limitation, any corporation or other entity owned or controlled by any of the foregoing, but excluding Lessor and its agencies and divisions.

1.9 Hazardous Materials: Any substance, material, gas, or particulate matter that is regulated by any Governmental Authority or under any Environmental Laws, as an environmental pollutant or dangerous to public health, public welfare, or the natural environment, including protection of non-human forms of life, land, water, groundwater, and air, including, but not limited to, any material or substance that is (i) defined as "toxic", "polluting", "hazardous waste", "hazardous material", "hazardous substance", "hazardous condition", "extremely hazardous waste", "solid waste" or "restricted hazardous waste" under any provision of local, state, or federal law, including but not limited to Iowa Code Sections 455B.381(4) and (5) or 455B.301(22); (ii) petroleum, including any faction, derivative or additive; (iii) asbestos; (iv) polychlorinated biphenyls; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to the Clean Water Act, 33 U.S.C. §1251 *et seq*. (22 U.S.C. §1251); (vii) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq*. (42 U.S.C. §6901); (viii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act 42 U.S.C. §9601 *et seq*. (42 U.S.C. §9601); (ix) defined as a "chemical substance" under the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq*. (15 U.S.C. §2601); or (x) defined as a

pesticide under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 *et seq*. (7 U.S.C. §136).

1.10 Interconnection Facilities: The equipment and facilities installed for the purpose of physically and electrically interconnecting the Facility to the City Facilities at each Point of Interconnection, including, but not limited to, relay, switching and safety equipment.

1.11 IPL: Interstate Power & Light Company, an Iowa corporation, and its successors and assignees.

1.12 kW: Kilowatt.

1.13 Lessor: The City of Cresco, an Iowa municipal corporation, and its successors and permitted assignees.

1.14 Lessor Improvements: The buildings and related structures and components owned by Lessor on which Lessee will install rooftop Solar Facilities, as described in Exhibit A.

1.15 Lessor System: The electrical distribution and delivery equipment and related facilities owned and operated by Lessor and which serves Lessor's electrical load at the City Facilities and on the Sites.

1.16 Lessee: Solar Pro, LLC, an Iowa limited liability company, and its successors and permitted assignees.

1.17 Parties: Lessee and Lessor, and their respective successors and permitted assignees.

1.18 Party: Lessee or Lessor, and their respective successors and permitted assignees.

1.19 Permits: All state, federal, and local authorizations, certificates, permits, licenses, and approvals required by any Governmental Authority (including Lessor) for the performance of any Party's obligations under this Agreement.

1.20 Person: An individual, partnership, corporation (including a business trust), limited liability company, joint stock company, unincorporated association, joint venture, Governmental Authority, or other entity.

1.21 Point of Interconnection: A point at each of the City Facilities at which the Facility will physically and electrically connect as shown on Exhibit C.

1.22 PPA: The separate agreement dated March 25, 2016 between Lessor and Lessee pursuant to which Lessee agrees to sell and Lessor agrees to purchase the energy and associated capacity generated by the Facility and delivered to the City Facilities.

1.23 Requirements of Law: Collectively, the articles of organization and bylaws or other organizational or governing documents of Lessor or Lessee and any United States federal, state or local law, treaty, franchise, rule, regulation, order, writ, judgment, injunction, decree, award or determination of any arbitrator or a court or other Governmental Authority.

1.24 Sites: The property on which the Facility is located and which Lessee is leasing pursuant to this Agreement, including, but not limited to, any Access Easement and Transmission Easement rights. The descriptions of the Sites are set forth in Exhibit A.

1.25 Solar Facilities: The solar photovoltaic generating equipment and supports, foundations, inverters, and related equipment located on the Sites and owned and operated by Lessee as part of the Facility.

1.26 Term: The period of time during which this Agreement is in effect.

1.27 Transmission Easement: The easements granted by Lessor to Lessee over and across certain real property for interconnection of the Facility as described in Section 2.4 and Exhibit B.

Article II – Lease and Easement

2.1 Lease of Site.

(a) Lessor leases to Lessee and Lessee leases from Lessor the real property legally described in Exhibit A attached hereto (the "Sites") for the purpose of developing, constructing, installing, operating and maintaining solar energy conversion equipment, support structures, cables, inverters, transformers, Interconnection Facilities, fixtures, regulators, switches and related facilities and equipment (as described in Exhibit C, the "Facility"). Lessee's rights under this Agreement shall be exclusive and Lessor acknowledges that Lessor may not grant any other Person any such rights on the Sites or within the Solar Easement.

(b) Lessee shall use the Sites, Access Easement and Transmission Easement, only for the development, construction, installation, maintenance, and operation of the Facility. Any improvements, fixtures or structures other than the Facility shall not be installed without the express written consent of Lessor. During the initial period of construction, Lessor grants Lessee the right to ingress and egress to and from its Facility and appurtenant equipment and wiring over the Site and such additional property owned by Lessor as shall be reasonably necessary to deliver and install equipment comprising the Facility. After completion of the Facility, Lessor grants Lessee the right and easement to utilize that property identified on Exhibit A as the "Access Easement" for

purposes of access to the Facility and Interconnection Facilities for operation and maintenance.

(c) Prior to construction of the Facility, Lessee may engage in development and design activities on the Sites including, but not limited to, measurement of solar potential and other meteorological data, design and siting of the Facility and its components, soil borings, and such other tests, analyses or studies as may be required by any Governmental Authority, Financiers or as otherwise required or advisable, in Lessee's discretion.

(d) Lessee reserves the right to relocate or reconfigure components of the Facility during the Term within the Sites, subject to Lessor's approval if the relocation or reconfiguration affects the City Facilities, Lessor Improvements, or other Lessor facilities. Lessee agrees to cooperate with Lessor to locate the Facility on the Sites in a manner that minimizes interference with Lessor's other activities on the Sites.

(e) Without limiting or modifying Lessee's rights in this Agreement, to the extent the Facility will be located on any Lessor Improvements or interconnect with the Lessor System as set forth in Section 4.10, Lessee shall provide Lessor with design drawings and specifications showing the proposed design and construction of the applicable portions of the Facility for review and comment. Lessor shall have no general authority to approve or disapprove the design of the Facility, but shall be entitled to identify possible adverse effects or costs to the Lessor, Lessor System, or Lessor Improvements and suggest modifications which will reduce or eliminate such effects or costs, and Lessee agrees to consider any such proposed modifications in good faith.

2.2 Solar Easement. Lessor hereby grants Lessee an exclusive easement to use all sunlight at the Easement Premises, without interference by Lessor, for the full Term (the "Solar Easement"). Any obstruction to the free flow of sunlight is prohibited throughout the entire area of the Easement Premises described on Exhibit B, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any photovoltaic panel or similar collector is or may be located at any time from time to time (each such location referred to as a "Solar Site") and for a distance from each Solar Site to the boundaries of the Easement Premises, together vertically through all space located above the surface of the Easement Premises, that is, one hundred eighty degrees (180°) or such greater or lesser number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Easement Premises through each Solar Site to each point and on and along such line to the opposite exterior boundary of the Easement Premises. Except as set forth in Exhibit B, trees, structures and improvements located on the Easement Premises as of the date of this Agreement shall be allowed to remain and Lessee may not require their removal without Lessor's approval. Lessor may not place, plant or allow to grow, any trees, structures or improvements on the Easement Premises after the date of this Agreement which may, in Lessee's sole judgment, impede or interfere with the

receipt of sunlight at any Solar Site or the Facility, unless Lessor has received approval from Lessee for any such tree, structure or improvement. If Lessor fails to remove any such trees, structures or improvements within a reasonable time after request by Lessee, Lessee may remove them and Lessor shall reimburse the actual and reasonable costs incurred by Lessee to do so.

2.3 Access. (a) Lessee shall be permitted to enter each Site from any existing public or private road. Lessor grants Lessee the right to access the Interconnection Facilities at City Facilities and Lessor Improvements through the Access Easement at all times for purposes related to the Facility without prior notice to Lessor, except as set forth in Section 2.3(b). Lessee agrees to comply with any security and safety regulations of Lessor at all times while at the City Facilities and Lessor Improvements including, but not limited to, all regulations limiting access to or interaction with occupants and staff, and this obligation shall apply during emergency conditions as well.

(b) Without limiting or reducing the rights of access granted to Lessee pursuant to the Access Easement and this Agreement, to the extent Lessee's access to the Facility can only be accomplished by entry to, on, through or over any Lessor Improvements, Lessee agrees to give Lessor reasonable notice before any entry in, through or over the Lessor Improvements by Lessee or its agents, employees and contractors. Notwithstanding this provision, Lessee shall be permitted to enter the Sites at all times in case of an Emergency related to the Facility without prior notice, and Lessee shall notify Lessor as soon as practicable after any such entry. Lessor shall provide Lessee with keys, security cards, access codes or other security devices needed to access the Facility at the Lessor Improvements at all times. Lessee and its agents, employees and contractors shall comply with any reasonable safety and security instructions of Lessor while present on the Sites, the Access Premises or the Transmission Premises or at the Lessor Improvements.

(c) Lessor and Lessee shall agree on a location on each Site where Lessee may store equipment and materials during construction and utilize a crane, if necessary, to lift equipment and materials to the roof of any Lessor Improvements. Lessee and Lessor shall cooperate to implement safety and security protocols for such equipment and materials during construction. Lessor shall also provide Lessee one or more secure locations at the Sites or Lessor Improvements at which Lessee may store tools, equipment and Facility components during construction.

2.4 Transmission Easement. Lessor hereby grants and conveys to Lessee an easement across, over, under and through the real property described in Exhibit A (the "Transmission Easement") for the purpose of installing, operating and maintaining electric transmission and communication lines between the Solar Facilities on each Site and the corresponding Point of Interconnection. With respect to ground-mounted Solar Facilities, any transmission and communication lines installed by Lessee shall be underground, unless otherwise approved by Lessor, and Lessee shall be responsible for all costs of installing, operating and maintaining such lines. Once any such lines are installed, Lessee shall restore the surface to a condition comparable to that existing before

installation. Subject to the rights granted to Lessee, Lessor may use the property within the Transmission Easement for any purpose, except that Lessor may not excavate, construct improvements, plant any trees or similar large plants or take any actions that may otherwise interfere with Lessee's transmission and communication lines or other equipment. With respect to transmission lines within Lessor Improvements, Lessee shall restore the Lessor Improvements to a condition comparable to that existing before installation once construction is complete.

2.5 Rent.

(a) Lessee shall pay Lessor an annual rental payment equal to One and No/100 dollar ($1.00) per year as rent for the period of time commencing on the date of this Lease ("Rent").

(b) Lessee shall make the first payment of Rent for the first year of the Term as set forth in Section 2.5(a) within ten (10) days of the Effective Date and on or before each anniversary of the Effective Date thereafter through the Term.

(c) Rent shall be prorated for any partial year.

2.6 Existing Uses. Lessee acknowledges that certain Sites are located adjacent to or near property used by Lessor or its residents for municipal, recreational or other purposes, and that Lessor may continue such activities without responsibility for any dust or other effects on the Solar Facilities that may be created as a result of any such ordinary activities.

2.7 Utilities. Lessee shall pay for all water, electric, telecommunications, and any other utility services used by the Facility or Lessee on the Sites, Access Easement or Transmission Easement, except that Lessor shall provide internet service at and within the City Facilities or Lessor Improvements which can be used for the Facility.

2.8 Facility Ownership. The Facility and all related facilities and equipment owned and operated by Lessee shall remain the sole property of Lessee, and Lessor acknowledges that it acquires no title, ownership or other interest in the Facility or any of Lessee's facilities and equipment by virtue of this Agreement. The Facility shall remain the personal property of Lessee irrespective of whether the Facility or any portion of the Facility is deemed to be a fixture or otherwise a part of the real or personal property comprising the Sites or Lessor Improvements. Lessor acknowledges that it may not sell, transfer, lease, assign, mortgage or otherwise encumber the Facility, and any sale or conveyance of the Lessor Property, Lessor Improvements or Sites shall be subject to the leasehold and easement interests of Lessee in this Agreement, and this Agreement and Lessee's leasehold and easement rights shall run with the Sites, Access Easement, Transmission Easement, and Easement Premises.

2.9 Property Taxes.

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Lessor Property and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Lessor Property. Subject to Section 2.9(b), if Lessor fails to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and Lessor shall reimburse Lessee all amounts paid. Lessee shall pay all real and personal property and other taxes and assessments and any similar use, license or business taxes assessed or levied against the Facility, Lessee's leasehold interest in the Site, the Solar Easement over the Easement Premises, the Access Easement and Transmission Easement.

(b) Either Party may contest the validity or amount of any levied taxes, assessments, fees or charges for which either is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence, and the Party contesting the tax, assessment, fee or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

2.10 Liens. Lessee shall keep the Site free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or the Facility on the Sites in connection with Lessee's use of the Sites. Lessee may contest any such lien, but shall post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Lessee agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within ninety (90) days of the creation of any such lien or encumbrance.

2.11 Continuing Nature of Obligations.

(a) The Solar Easement, Transmission Easement, Access Easement and related rights granted by Lessor in this Agreement to Lessee are an easement in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easement. The easement and other rights granted by Lessor in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from the Solar Easement granted in this Agreement and, as between the Sites and other tracts of property, no tract is considered dominant or servient as to the other.

(b) The burdens of the Solar Easement, Access Easement, Transmission Easement and all other rights granted to Lessee in this Agreement shall run with and against the Sites, the Easement Premises, and the real property encumbered by the Access Easement and the Transmission Easement and shall be a charge and burden on the Sites and the Easement Premises and the real property encumbered by the Access Easement and the Transmission Easement and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Agreement,

Solar Easement, the Access Easement and the Transmission Easement shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

Article III – Term

3.1 Term.

(a) This Agreement shall be effective upon the Effective Date, and the Term of this Agreement ("Term") shall continue for a period of twenty-six (26) years unless terminated earlier in accordance with the terms of this Agreement.

(b) Lessor has an option to purchase the Facility from Lessee commencing at the time set forth in the PPA. If Lessor purchases the Facility at any time, Lessee agrees to assign its rights and obligations under this Lease in their entirety to Lessor effective as of the date of the transfer of the Facility to Lessor or terminate this Lease, in Lessor's discretion.

3.2 Termination of Agreement. The occurrence of any of the following events shall terminate this Agreement:

(a) The expiration of this Agreement as set forth in Section 3.1(a); or

(b) The written agreement of the Parties to terminate this Agreement; or

(c) A breach (as defined below) of this Agreement by either Party and the election of the non-breaching Party to terminate the Agreement pursuant to Section 6.4; or

(d) Prior to the commencement of any physical construction of the Solar Facilities on the Sites, at the option of Lessee, thirty (30) days after Lessee's execution and delivery of written notice of termination to Lessor (as to all Sites, Easement Premises, Access Easement and Transmission Easement), in Lessee's sole and absolute discretion; or

(e) A condemnation of all or a portion of the Sites and the election of Lessee to terminate the Agreement pursuant to Section 6.4; or

(f) Lessor purchases the Facility pursuant to its option under the PPA, and elects to terminate this Lease by notice to Lessor upon closing on the purchase, or the PPA is otherwise terminated.

Article IV – Installation and Operation of the Facility

4.1 Installation. (a) Lessee agrees to design, procure, construct and install the Facility on the Sites, Access Easement and Transmission Easement. Lessor shall provide Lessee with drawings, specifications and other data accurately depicting the location and nature of the City Facilities, Lessor Improvements, and Lessor System and other

improvements on the Sites, including, in particular, the electrical drawings and design data at each proposed Point of Interconnection and the structural drawings and design data at the Lessor Improvements supporting roof-mounted Solar Facilities in order to allow Lessee to design and install the Facility. Lessor shall have no general authority to approve or disapprove the design of the Facility, but shall be entitled to approve any portion of the Facility which connects to, is supported by, or otherwise affects Lessor Improvements or City Facilities at any Site or any Point of Interconnection for the purpose of ensuring that the Facility design will not adversely affect any City Facilities or Lessor Improvements.

(b) Lessee agrees to install vinyl-coated chain link fencing around each ground-mounted portion of the Facility no less than six (6) feet in height and suitable to hinder access by unauthorized Persons. There shall be a lockable gate at each array large enough to allow vehicular access for maintenance.

4.2 Permits. Lessee, at its sole expense, will obtain and maintain in effect, all Permits necessary for the installation, operation and maintenance of the Facility. Lessor hereby consents to Lessee's application for any such Permits with respect to the Facility or Sites and authorizes Lessee to seek and obtain such Permits. Lessor agrees to cooperate with Lessee in seeking any such Permits to the extent Lessor is required by a Governmental Authority to execute or authorize any application or other document or to provide any data or information in Lessor's custody, control or possession which is necessary or beneficial to seeking or obtaining any necessary Permit. Lessee agrees to perform its obligations under this Agreement in compliance with all Permits and other Requirements of Law.

4.3 Cooperation. To the extent reasonably required, Lessor will provide access to the Lessor Improvements necessary for installation of any Interconnection Facilities, and shall agree to disconnection of portions of the Lessor Improvements or City Facilities necessary for the safe installation of the Interconnection Facilities and Facility. Lessee agrees to schedule such disconnections with Lessor in advance, to avoid outages during periods when they would interfere with Lessor's regular use of any City Facilities or Lessor Improvements and to minimize the duration of any such outages.

4.4 Financing. Lessee shall be responsible for obtaining any debt, equity, or other financing required to procure, install and operate the Facility. Lessor agrees to provide any real estate title information with respect to the Sites, Lessor Improvements, Access Easement or Transmission Easement, estoppel certificates, consents or other documents or assurances reasonably required by any Financier in conjunction with financing of the Facility.

4.5 Damage to Lessor Property. In the event that Lessee damages any City Facilities or Lessor Improvements during installation of the Facility, Lessee shall repair the damaged equipment or facility at its expense or reimburse Lessor for the actual and reasonable costs incurred by Lessor to make such repairs.

4.6 Environmental Contamination. Lessee shall not cause any Environmental Contamination of the Lessor Property or Lessor Improvements during the Term or violate any Environmental Laws. Lessee will be responsible for the proper handling, use and disposal of the Hazardous Substances used by Lessee within the Sites, Lessor Improvements, Access Easement or Transmission Easement, and remediation of Hazardous Substances or Environmental Contamination at the Sites arising from Lessee's activities. Lessor agrees that it shall not allow any Environmental Contamination of the Sites or Lessor Improvements, and Lessor shall be responsible for the proper remediation of Hazardous Substances or Environmental Contamination at the Sites whether existing prior to the Effective Date or arising from Lessor's activities after the Effective Date, and the proper use, handling and disposal of Hazardous Substances used by Lessor on the Lessor Property or in the Lessor Improvements.

4.7 Subcontractors. Lessee may use subcontractors, vendors and other agents to perform any of its obligations hereunder and to install, operate and maintain the Facility. Any such Persons shall be subject to all the requirements applicable to Lessee under this Agreement and Lessee shall not be relieved of its obligations under this Agreement and shall remain liable for the actions and omissions of its subcontractors, vendors and agents. Lessee shall notify Lessor of any subcontractors, vendors, or agents it expects to have access to any Lessor Improvements.

4.8 Maintenance; Site Restoration. After the construction of the Solar Facilities, Lessee shall remove any construction debris and shall restore the portions of the Sites, Access Easement and Transmission Easement not occupied by the Facility to substantially the same condition that such portions of the Sites, Access Easement and Transmission Easement were in prior to the construction of the Facility, unless otherwise agreed by Lessor. All Solar Facilities or other equipment constructed, installed or placed on the Sites or Transmission Easement by Lessee pursuant to this Agreement may be moved, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain the Solar Facilities in good condition and repair, ordinary wear and tear excepted. With respect to ground-mounted facilities, Lessor shall have the option to install rock or plant grasses or other ground cover and in the case of the latter, Lessor shall mow and maintain all surface areas of the Sites, to the extent not otherwise used by Lessor or its employees, guests or invitees, or occupied on the surface by Solar Facilities, in good condition, and control weeds within such areas.

4.9 Removal of Solar Facilities.

(a) At the end of the Term, including upon any early termination of the Agreement, Lessee shall use commercially reasonable efforts to remove all its Solar Facilities, including all stabilizing posts embedded below surface level in their entirety, and all concrete foundations to a depth of four feet (48 inches) below grade, as soon as practicable, and in any event within six (6) months from the date the Term expires or terminates. Lessor grants Lessee an easement for such removal, which easement shall continue until removal is complete or for six (6) months after the expiration or termination of this Agreement, whichever is earlier.

(b) If Lessee fails to remove any such Solar Facilities as required within the required time period, such Solar Facilities shall be considered abandoned by Lessee, and Lessor may remove these Solar Facilities from the Sites and dispose of them in its sole discretion without notice or liability to Lessee. In such event, if Lessor removes such Solar Facilities, Lessee shall reimburse Lessor for all reasonable costs of removing those Solar Facilities as required by the Agreement, less any salvage value received by Lessor within thirty (30) days after receipt of an invoice from Lessor.

4.10 Interconnection; Transmission.

(a) Lessor shall cooperate with Lessee in designing the Interconnection Facilities and any modifications to the City Facilities or Lessor Improvements required for Lessor to receive energy from the Solar Facilities at each Point of Interconnection. Lessor shall provide all equipment specifications, power quality information, drawings and other performance expectations for the Lessor System and each of the City Facilities required by Lessee or Utility to design and specify the Interconnection Facilities. Lessee shall be responsible for the costs of the design of the Interconnection Facilities; Lessor shall be responsible for the costs to design and install any modifications or improvements to the Lessor Improvements or City Facilities necessary to accommodate the receipt of electricity from the Facility on Lessor's side of each Point of Interconnection.

(b) Lessee and Lessor agree to cooperate with Utility in the performance of any studies required by Utility to permit the interconnection of the Facility. Unless otherwise agreed, Lessee shall be responsible for the costs of any such studies.

4.11 Lessor Covenants. Lessor covenants, represents and warrants to Lessee as follows:

(a) Except to the extent otherwise stated in this Agreement, Lessor is the sole owner of the Sites, Easement Premises, and the real property on which the Access Easement and Transmission Easement are located, in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens (including farm or other tenancies) against any Site. Lessor agrees to deliver any documents necessary to correct any title defects which would, if not corrected, adversely affect Lessee's ability to exercise the rights granted to it under this Agreement and obtain and maintain financing of the Facility. All Persons having any ownership interest in the Sites, Easement Premises and real property on which the Access Easement and Transmission Easement are located, are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

(b) Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements from any Person with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Sites and other property subject to this Agreement to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Agreement.

(c) As long as Lessee is not in breach of this Agreement, Lessee shall have the quiet use and enjoyment of the Sites, Easement Premises, Access Easement and Transmission Easement in accordance with the terms of this Agreement without any interference of any kind by Lessor or any Person claiming through Lessor. Lessor and its activities on the Sites, Access Easement and Transmission Easement, and any grant of rights Lessor makes to any other Person, shall be only as permitted under this Agreement and shall not interfere with any of Lessee's rights or activities pursuant to this Agreement, and Lessor shall not interfere with the sunlight over the Sites or otherwise engage in activities which might impede or decrease the output or efficiency of the Solar Facilities.

4.12 Operational Effects. Lessor acknowledges that the Solar Facilities to be located on the Sites will impact the view on the Sites and adjacent property and may cause glare or other visual effects. Lessor covenants and agrees that Lessor and any agent, employee or other Person claiming through Lessor, will not object to the installation or operation of the Solar Facilities in any Permit proceedings or institute any claim or litigation objecting to the installation or operation of the Solar Facilities, on such grounds, whether based on a theory of nuisance or any other basis.

4.13 Station Auxiliary. Lessee shall provide its own station auxiliary power from the gross output of the Solar Facilities when they are operating. Lessee may otherwise obtain its station auxiliary physically and legally through the City Facilities and Interconnection Facilities. If Utility requires Lessee to purchase station auxiliary directly from Utility pursuant to applicable retail tariffs, Lessee shall be responsible for arranging provision of such service and payment of any related costs, at no expense to Lessor.

4.14 Future Changes. (a) If, during the Term, (i) Lessor wishes to improve or modify the City Facilities or Lessor Improvements in a manner that may affect the configuration, location or operation of the Facility or Interconnection Facilities, or the terms of any contract or other agreement involving Lessee, Lessor or Utility, or (ii) a change in laws, regulations or Lessor's retail or wholesale electric service leads to a change in the identity of Utility or Lessor's retail or wholesale electric service provider, Lessee and Lessor agree to negotiate any necessary amendments to this Lease, and any contracts with Utility and/or the applicable electric service provider, to reflect the changes in a manner that minimizes the costs and adverse impacts on both Lessor and Lessee.

(b) With respect to any roof of the Lessor Improvements on which any portion of the Facility is located, Lessee shall repair or replace any roof membrane or other components damaged or affected by installation of the Facility at Lessee's expense. Lessor represents that the applicable roofs are as old as reflected in Exhibit A and that the expected life of

each such roof is also as reflected in Exhibit A. In the event that any portion of a roof requires repair or replacement during the Term and the repair or replacement will require the movement or disconnection of any portion of the Facility, Lessor and Lessee agree to cooperate to minimize the dislocation or disconnection and to schedule such work for periods when solar energy production is lowest. Rent shall be abated for the period, and to the extent of, any such relocation or disconnection. To the extent Lessee experiences a loss of revenues from the sale of electricity or renewable energy credits under the PPA as a result of any such relocation or disconnection, the effect of such loss shall be addressed in the PPA.

4.15 Relationship with PPA. (a) The PPA governs the rights of Lessor and Lessee with respect to the generation, sale and purchase of energy and other commodities created by the Facility and related terms and conditions.

(b) The PPA includes a purchase option in favor of Lessor which allows Lessor to purchase the Facility on terms and at a time set forth in the PPA. In the event Lessor exercises its purchase option and closes on the purchase of the Facility, this Lease will be either (i) assigned to Lessor or its designee, or (ii) terminated, at the discretion of Lessor.

Article V – Insurance; Indemnity; Force Majeure

5.1 Indemnification. Lessor and Lessee agree to defend, indemnify, and hold each other, and their respective elected and appointed officials, officers, directors, employees, and agents, harmless from and against all claims, demands, losses, liabilities, and expenses (including reasonable attorneys' fees) (collectively "Damages") for personal injury or death to Persons and damage to each other's physical property or facilities or the property of any other Person to the extent arising out of, resulting from, or caused by the negligent or intentional acts, errors, or omissions of the indemnifying Party. Furthermore, each Party shall defend, indemnify, and hold the other harmless from and against all damages that are or were incurred or suffered by the indemnified Party and which relate to the indemnifying Party's breach or failure to perform any of the covenants, agreements, obligations, representations, or warranties contained in the Agreement. Nothing in this section shall relieve Lessor or Lessee of any liability to the other for any breach of the Agreement. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the indemnitees but the indemnifying Party's liability to pay Damages to the indemnified Party shall be reduced in proportion to the percentage by which the indemnitees' negligent or intentional acts, errors or omissions cased the Damages. Neither Party shall be indemnified for its Damages resulting from its sole negligence or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

5.2 Insurance. Lessee shall, at its sole expense, procure and maintain the policies of insurance in the amounts specified in Exhibit E throughout the Term of this Agreement. The insurance policies shall list Lessor as an additional insured and shall not be cancelable without thirty (30) days prior written notice to Lessor. Lessor shall, at is sole

expense, procure and maintain the policies of insurance specified in Exhibit E throughout the Term of this Agreement. The Parties may agree to have Lessor procure and maintain any or all of the insurance required of Lessee with respect to the Facility or Interconnection Facilities, in which case Lessee shall reimburse Lessor for the incremental premiums and fees associated with such coverage.

5.3 Force Majeure.

(a) The performance of each Party under the Agreement may be subject to interruptions or reductions due to an event of Force Majeure. The term "Force Majeure" shall mean an event or circumstance beyond the control of the Party claiming Force Majeure, which, by exercise of due diligence and foresight, could not reasonably have been avoided, including, but not limited to, (i) flood, earthquake, storm, fire, lightning, epidemic, war, acts of terrorism, riot or civil disturbance, sabotage, acts of God, acts of the public enemy, strike or similar labor dispute, or similar event; and (ii) any action by a Governmental Authority which prevents or prohibits either Party from performing its respective obligations under this Agreement, whether by injunction or other court order or by change in any Requirements of Law affecting the Sites, Facility or this Agreement to the extent such action or change of law is not the result of the applicable Party's failure to comply with a Permit or other term of this Agreement. "Force Majeure" shall not include general changes in market conditions, economic hardship or inability to pay of either Party, or the acts or omissions of any Person other than a Party except due to a qualifying event of Force Majeure.

(b) A Party shall not be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to an event of Force Majeure. The Party rendered unable to fulfill any obligation by reason of a Force Majeure shall take all action necessary to remove such inability with all due speed and diligence. The nonperforming Party shall be prompt and diligent in attempting to remove the cause of its failure to perform, and nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. However, the obligation to use due diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty.

(c) In the event of any delay or nonperformance resulting from Force Majeure, the Party suffering the event of Force Majeure shall, as soon as practicable, but no later than twenty-four (24) hours after the occurrence or the Party's knowledge of the occurrence of the Force Majeure event, notify the other Party in writing of the nature, cause, date of commencement thereof, and the anticipated extent of any delay or interruption in performance.

5.4 Condemnation. If eminent domain proceedings are commenced against all or any portion of any Sites, Access Easement, Transmission Easement or Easement Premises or Lessor agrees to convey any portion of any Site, Easement Premises, Access Easement or Transmission Easement to a potential condemnor, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of the Facility, the Parties shall either amend this Agreement to reflect any necessary reduction or relocation of the Facility which will preserve the value and benefit of the Agreement to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither Party shall have any further obligations, except as set forth below. All payments made by a condemnor on account of a taking by eminent domain or equivalent conveyance shall be the property of Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Facility or the loss of any such Facility or the loss of use of the applicable Site, Access Easement, Transmission Easement or Solar Easement pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent. Neither the termination of this Lease nor the possession by a condemnor of the Sites or other property shall terminate Lessee's rights to participate in such proceedings or to any award for removal or relocation.

Article VI – Default; Termination

6.1 Events of Default by Lessor. The following shall each constitute an Event of Default by Lessor:

(a) Lessor breaches any curable non-monetary material obligation under this Agreement, and fails to cure such breach within thirty (30) days after written notification by Lessee of the breach.

(b) Lessor fails to pay Lessee any amount when due and fails to cure such breach within 10 days after written notice by Lessee of the breach.

(c) Any other material breach of this Agreement by Lessor which is not capable of cure.

6.2 Events of Default by Lessee. The following shall each constitute an Event of Default by Lessee:

(a) Lessee breaches any curable material obligation under this Agreement and fails to cure the breach within thirty (30) days after written notification by Lessor of the breach.

(b) Lessee fails to pay Lessor Rent or any other amount when due and fails to cure such breach within 10 days after written notice by Lessor of the breach.

(c) Any other material breach of this Agreement by Lessee which is not capable of cure.

6.3 Financier's Right to Cure.

(a) Lessee shall provide Lessor with a notice identifying any Financiers and providing appropriate contact information for each Financier. Following receipt of such notice, Lessor shall provide notice of any Event of Default of Lessee to all Financiers, and Lessor will accept a cure to an Event of Default of Lessee performed by any Financier, so long as the cure is accomplished within the applicable cure period set forth in this Agreement, measured from the Financier's receipt of Lessor's default notice or any other period negotiated by a Financier or Lessor.

(b) If a Financier is required to foreclose on the Facility or otherwise take legal action to gain possession of the Facility to cure the applicable Event of Default, the applicable cure period shall be extended by the same amount of time as is necessary for the Financier to obtain possession of the Facility. If an Event of Default under Section 6.2(a) will require more than the prescribed period to cure, and Lessee or any Financier is diligently pursuing the cure, as reasonably demonstrated to Lessor, then the applicable cure period shall be extended up to an additional ninety (90) Days.

6.4 Termination.

(a) In the event the defaulting Party fails to cure the Event of Default within the period for curative action under Sections 6.1 or 6.2, as applicable, or upon the occurrence of an incurable Event of Default, the non-defaulting Party may terminate the Agreement by notifying the defaulting Party in writing of the decision to terminate and the effective date of the termination.

(b) In the event that the existence of an Event of Default or a Party's right to terminate this Agreement is disputed in good faith, and the dispute has been submitted for resolution before a court or arbiter with jurisdiction, the Party claiming that an Event of Default exists or that a right to terminate exists shall not be able to exercise that right until the conclusion of the dispute resolution process.

(c) Upon termination of the Agreement, Lessor shall have no future or further obligation whatsoever under this Agreement, except for payments for obligations arising or accruing prior to the effective date of termination, and Lessee shall have no future or further obligation under this Lease, except for payments or other obligations arising or accruing prior to the effective date of termination. After the effective date of termination, the Agreement shall not be construed to provide any residual value to either Party or any successor or any other Person, for rights to, use of, or benefits from the Facility.

6.5 Other Damages.

(a) For all claims, causes of action and damages the Parties shall be entitled to the recovery of actual damages allowed by law unless otherwise limited by the Agreement. Neither the enumeration of Events of Default in Sections 6.1 and 6.2, nor the termination of this Agreement by a non-defaulting Party pursuant to Section 6.4(a), shall limit the right of a non-defaulting Party to rights and remedies available at law, including, but not limited to, claims for breach of contract or failure to perform by the other Party and for direct damages incurred by the non-defaulting Party as a result of the termination of this Agreement.

(b) Except as otherwise specifically and expressly provided in the Agreement, no Party shall be liable to the other Party under the Agreement for any indirect, special, punitive, exemplary, incidental or consequential damages, including, without limitation, loss of use, loss of revenues, loss of profit, interest charges, cost of capital, or claims of customers to which service is made, whether arising under statute or in tort or contract. In no event shall one Party's liability to the other exceed any limit of liability established for either Party under any Requirement of Law.

6.6 Specific Performance. Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and Lessor agrees that Lessee shall have the right to seek specific enforcement of this Agreement to that extent. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

Article VII – Miscellaneous

7.1 Financier Rights; Assignment.

(a) Except as provided in Section 7.1(b), the rights and obligations of this Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned. Any purported assignment of this Agreement in the absence of the required consent as required by this Section shall be void.

(b) Notwithstanding the provisions of Section 7.1(a), Lessee may at any time mortgage all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any Financier without the consent of Lessor. Any Financier shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee's

interests subject to the lien of Financier's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly. Lessor and Lessee agree that, once all or any part of Lessee's interests in the Agreement are mortgaged or assigned to a Financier, they will not modify or terminate this Agreement without the prior written consent of the Financier. Lessor agrees that any Financier shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Financier shall be effective to prevent a default under this Agreement and any forfeiture of any of Lessee's rights under this Agreement as if done by Lessee itself.

(c) The acquisition of all or any part of Lessee's interests in the Agreement by any Financier through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Financier as Lessee's proper successor under this Agreement upon Financier's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(d) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Financier within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Financier a new agreement for the Sites which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Financier prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Financier shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

(e) The Parties acknowledge and agree that the transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

7.2 Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

Solar Pro, LLC
Attn: Dennis J. Meirick
3324 100th Street
Protivin, Iowa 52163
(563) 569-8501
DMeirick@gmail.com

on behalf of Lessee; and to:

City of Cresco
Attn: City Clerk
130 North Park Place
Cresco, IA 52136
(563) 547-3101
Cityhall3@iowatelecom.net

on behalf of Lessor. The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

7.3 Captions. All titles, subject headings, section titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of the Agreement.

7.4 No Third-Party Beneficiary. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any Person not a Party to the Agreement. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any Person not a Party.

7.5 Integration; Amendment. The Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties relating to the transaction described herein and supersedes any and all prior oral or written understandings. No amendment, addition to, or modification of any provision shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

7.6 Governing Law. The Agreement is made in the State of Iowa and shall be interpreted and governed by the laws of the State of Iowa and/or the laws of the United States, as applicable.

7.7 Relationship of Parties.

(a) The duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. The Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

(b) The relationship between Lessor and Lessee shall be that of contracting party to independent contractor. Accordingly, subject to the specific terms of the Agreement, Lessor shall have no general right to prescribe the means by which Lessee shall meet its obligations under the Agreement.

(c) Lessee shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons to perform Lessee's obligations under the Agreement, including all federal, state, and local income, social security, payroll, and employment taxes, and statutorily mandated workers' compensation coverage. None of the persons employed by Lessee shall be considered employees of Lessor for any purpose; nor shall Lessee represent to any Person that it is or shall become a Lessor employee or agent.

7.8 Good Faith and Fair Dealing; Reasonableness. The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of the Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever the Agreement requires the consent, approval, or similar action by a Party, such consent, approval or similar action shall not be unreasonably withheld, conditioned or delayed, and (ii) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

7.9 Severability. Should any provision of the Agreement be or become void, illegal, or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in force. The Parties will, however, use their best endeavors to agree on the replacement of the void, illegal, or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

7.10 Cooperation. The Parties agree to reasonably cooperate with each other in the implementation and performance of the Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under the Agreement.

7.11 Counterparts. This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused the Agreement to be duly executed as of the day and year first above written.

Solar Pro, LLC, an Iowa limited liability company

_____

By:

Name:

Its:

STATE OF IOWA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2016, before _____, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who being duly sworn did say that he/she is the _____ of SolarPro, LLC, an Iowa limited liability company, which executed the foregoing instrument; that said instrument was signed on behalf of said company by authority of its Board of _____; and that said _____, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said company by it and by him/her voluntarily executed.

_____

Notary Public

CITY OF CRESCO, an Iowa municipal corporation

By:_____
Name:
Title:

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2016, before _____, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn did say that _he and _he are the _____ and _____ respectively, of the City of Cresco, an Iowa municipal corporation, which executed the foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its _____; and that said _____ and _____, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by each of them voluntarily executed.

_____
Notary Public

EXHIBIT A

Description of Sites, Access Easement and Transmission Easement

1. City Facilities

   A. City Hall, 130 North Park Place, Cresco. Office building and related parking area.

   B. Fire Station, 215 2nd Street West, Cresco. Fire station housing fire trucks and other equipment; electric service also includes nearby city-owned street lights.

   C. Kessel Lodge, 268 7th Avenue West, Cresco. A lodge and event center located in city park.

   D. Street Shop, 102 4th Street SW, Cresco. City-owned street maintenance building housing equipment, tools and work space.

   E. Evans/Elm Court Well, 500 Elm Court, Cresco. City water pumping station and related facilities.

   F. Water Tower, 222 2nd Avenue SW, Cresco. City water tower and nearby street lights.

   G. Kessel Well, 725 3rd Street West, Cresco. City water pumping station and related facilities.

2. Lessor Improvements. City Hall, Fire Station, Kessel Lodge and Street Shop are all City buildings on which rooftop arrays will be installed, and constitute the "Lessor Improvements" under the Lease.

   The age of the existing roofs and expected roof life in each case are as follows:

Location	Roof Installed	Expected Life
City Hall	June 2010	20 years
Fire Station	2005	20 years
Kessel Lodge	2008	15-20 years
Street Shop	2009	30 years

3. Description of Sites.

A. City Hall. The entire roof surface on existing buildings located on the following real property, identified as parcel identification number 321011109010000:

Lot 9 and the East 44 feet of Lot 10, Block 11, City of Cresco, according to the recorded plat thereof, Howard County, Iowa

B. Fire Station. The entire roof surface on existing buildings located on the following real property, identified as parcel identification number 321011215010000:

Lot 15, except the South ten (10) thereof, and all of Lots 16 and 17, Block 12, City of Cresco, according to the recorded plat thereof, Howard County, Iowa.

C. Kessel Lodge. That portion of the roof on the existing building known as "Kessel Lodge" facing southerly as shown on the diagram included in Exhibit C, as located on the following real property:

Lots 1 and 2, Beadle's Subdivision, [NW NW and Part of Block 8 IR Survey NW], City of Cresco, according to the recorded plat thereof, Howard County, Iowa.

D. Street Shop. That portion of the roof surface of the existing building located at 102 4th Street facing southerly as shown on the diagram included in Exhibit C located on the following real property also identified as parcel identification number 32105380210000:

Lots 2, 3, 4, and Lot 2 of 8 except the South 50 feet thereof, Block 38, Baldwin's and Wheeler's addition to the City of Cresco, according to the recorded plat thereof, Howard County, Iowa.

E. Elm Court/Evans Well. That part of the real property described below as shown on the diagram included in Exhibit C. The real property is identified as the North 633.5 feet of Lot 28 [IR Survey NW], City of Cresco, according to the recorded plat thereof, Howard County, Iowa.

F. Water Tower. That part of the real property south of and adjacent to the existing water tower as shown on the diagram in Exhibit C, the real property being described as parcel number 320012600010000 and as:

The West 26 2/3 feet of Lot 1, all of Lots 2, 3, and 4 and subdivided Lots 5 and 6, all in Block 26, according to the Cresco plat, City of Cresco, Howard County, Iowa.

G. Kessel Well. That part of the real property depicted on the diagram in Exhibit C, the real property being described as parcel number 321012506010000, and as:

Lots 3-14, Beadle's Subdivision NW and part of Block 8 IR Survey NW, according to the recorded plat thereof, City of Cresco, Howard County, Iowa.

4. Access Easements.

A. City Hall. Vehicular access to the Site shall be from an existing driveway off 2nd Street East. Lessor and Lessee will agree on any area to be designated for roof access from the exterior of the building, and any portions of the interior of the building needed for access to electrical equipment.

B. Fire Station. Vehicular access to the Site will be from an existing driveway off 2d Street West. Lessor and Lessee will agree on any access to be designated for roof access from the exterior of the building, and any portions of the interior of the building needed for access to electrical equipment.

C. Kessel Lodge. Vehicular access to the Site will be from an existing driveway north and west of the building from 3rd Street West. Lessor and Lessee will agree on any access to be designated for roof access from the exterior of the building, and any portions of the interior of the building needed for access to electrical equipment.

D. Street Shop. Vehicular access to the Site will be from an existing driveway south and east of the building from 4th Street SW. Lessor and Lessee will agree on any access to be designated for roof access from the exterior of the building, and any portions of the interior of the building needed for access to electrical equipment.

E. Elm Court/Evans Well. Vehicular access to the Site will be from an existing driveway to the north and west off South Elm Street. Lessor and Lessee will agree on any access to be designated from the roadway to the array.

F. Water Tower. Vehicular access to the Site shall be from existing driveways from either 2nd Avenue SW or 3rd Street SW, south of the Site. Lessor and Lessee will agree on any access to be designated from the roadway to the array.

G. Kessel Well. Vehicular access shall be from an existing driveway from 8th Ave. W or 3rd Street West. Lessor and Lessee will agree on any access to be designated from the roadway to the array.

5. Transmission Easement. [TBD]

EXHIBIT B

Solar Easement

1. City Hall. Lot 9 and the East 44 feet of Lot 10, Block 11, Cresco Plat, City of Cresco, according to the recorded plat thereof, Howard County, Iowa.

2. Fire Station. Lot 15 (except the South ten (10) feet thereof) and all of Lots 16 and 17, Block 12, Cresco plat, City of Cresco, according to the recorded plat thereof, Howard County, Iowa.

3. Kessel Lodge. Lots 1 and 2, Beadle's Subdivision NW NW and part of Block 8, IR Survey NW, City of Cresco, according to the recorded plat thereof, Howard County, Iowa.

4. Street Shop. The South 300 feet of the East 200 feet of Lots 1, 2, 3, 4 and 2 of 8 (except the South 50 feet thereof), Block 38, Baldwin's and Wheeler's Subdivision of the City of Cresco, according to the recorded plat thereof, Howard County, Iowa.

5. Evans Well. The North 633.5 feet of Lot 28 IR Survey NW, City of Cresco, according to the recorded plat thereof, Howard County, Iowa.

6. Water Tower. The South 200 feet of a larger parcel described as: The West 26 2/3 feet of Lot 1, all of Lots 2, 3, 4, and subdivided Lots 5 and 6, Block 26, Cresco plat, City of Cresco, according to the recorded plat thereof, Howard County, Iowa.

7. Kessel Well. The North 400 feet of the West 200 feet of the larger parcel described as Lots 3-14, Beadle's subdivision NW NW and part of Block 8 IR Survey NW, City of Cresco, according to the recorded plat thereof, Howard County, Iowa.

EXHIBIT C

Description of Facility

POINTS OF INTERCONNECTION

1. Points of Interconnection

A. City Hall. This roof-mounted array will interconnect with the electric system for the building at 240 V, three-phase, at a point on Cresco's side of the IPL service connection as shown in the attached diagram.

B. Fire Station. This roof-mounted array will interconnect with the electric system for the building at 240 V, single-phase, at a point on Cresco's side of the IPL service connection near the southeast corner of the building as shown in the attached diagram.

C. Kessel Lodge. This roof-mounted array will interconnect with the electric system for the building at 240V, single-phase, at a point on Cresco's side of the IPL service connection near the northwest corner of the building as shown on the attached diagram.

D. Street Shop. This roof-mounted array will interconnect with the electric system for the building at 240V, single-phase, at a point on Cresco's side of the IPL service connection on the south central side of the building as shown on the attached diagram.

E. Evans/Elm Court Well. This is a ground-mounted facility which will interconnect with the electric system of Cresco at 480V, three-phase, on Cresco's side of the IPL service connection on the immediate north end of the array as shown on the attached diagram.

F. Water Tower. This is a ground-mounted array which will interconnect with the electric system of Cresco at 240V, single phase, on Cresco's side of the IPL service connection on the southwest corner of the array as shown on the attached diagram.

G. Kessel Well. This is a ground-mounted array which will interconnect with the electric system of Cresco at 480V, three-phase, on Cresco's side of the IPL service connection on the east side of the array as shown in the attached diagram.

DESCRIPTION OF THE FACILITY

The Facility will be comprised of seven separate arrays at sites within the City of Cresco. Each array will utilize Solar World 325W XL Mono modules, DPW power pack racking and Solar Edge inverters, and each array will have a disconnect switch at the array. Solar

Edge 10000-A inverters will be used for City Hall, Street Shop, and Water Tower arrays, 7600-A for Kessel Lodge, 11400-A for the Fire Station, and 20K for each of the Kessel Well and Elm Court Well. In each case, the Facility includes the transmission lines between the array and the applicable Point of Interconnection, and related Interconnection Facilities.

1. City Hall, 130 North Park Place, Cresco. The array will be approximately 22.1 kW (DC) in size and will be a ballasted roof system, roughly as shown in the attached diagram.

2. Fire Station, 215 2nd Street West, Cresco. The array will be approximately 14.0 kW (DC) in size and will be a ballasted rooftop system, roughly as shown in the attached diagram.

3. Kessel Lodge, 268 7th Avenue West, Cresco. The array will be on the south side of the building's sloped roof, and approximately 16.3 kW (DC) in size, roughly as shown in the attached diagram.

4. Street Shop, 102 4th Street SW, Cresco. The array will be roof-mounted on the shop's sloped southern roof and approximately 23.7 kW (DC) in size, roughly as shown in the attached diagram.

5. Evans/Elm Court Well, 500 Elm Court, Cresco. This will be a ground-mounted array approximately 97.5 kW (DC) in size, located adjacent to the existing tennis courts, roughly as shown in the attached diagram.

6. Water Tower, 222 2nd Avenue SW, Cresco. This will be a ground-mounted array located adjacent to and immediately south of the existing water tower and approximately 11.3 kW (DC) in size, roughly as shown in the attached diagram.

7. Kessel Well, 725 3rd Street West, Cresco. This is a ground-mounted array approximately 159.3 kW(DC) in size, roughly as shown in the attached diagram.

EXHIBIT D

ENCUMBRANCES AND LIENS

1. Rights of way and utility easements of record.

EXHIBIT E

INSURANCE REQUIREMENTS

1.0 Lessee shall procure and maintain throughout the Term, at its own expense, the following policies of insurance:

A. Workers' Compensation and Employer's Liability insurance that complies with the laws of Iowa to the extent of statutory limits, if applicable;

B. Comprehensive or Commercial General Liability insurance with bodily injury and property damage combined single limits of at least $2,000,000 per occurrence and $2,000,000 in the aggregate. Such insurance shall include, but not necessarily be limited to, specific coverage for contractual liability encompassing the indemnification provisions in this Lease, broad form property damage liability, personal injury liability, explosion and collapse hazard coverage, and products/completed operations liability coverage;

C. Comprehensive automobile liability insurance to the extent applicable with bodily injury and property damage combined single limits of at least $1,000,000 per occurrence covering vehicles owned, hired, or non-owned; and

D. All other insurance required by regulation or law as deemed appropriate by Lessee.

2.0 The amounts of insurance required above may be satisfied by Lessee buying primary coverage in the amounts specified or by buying a separate excess umbrella liability policy together with the lower limit primary underlying coverage. The structure of the coverage is Lessee's option, as long as the total amount of insurance meets the requirements of this Lease.

3.0 The policies required of Lessee shall be "occurrence" form policies. Lessee may not use "claims-made" form coverage to meet its obligations without the prior written consent of each such policy from Lessor.

4.0 Lessee's Commercial General Liability policy and Umbrella or Excess Liability policies shall include each of the following endorsements, and its Workers' Compensation and automobile liability policies shall include the last endorsement listed below:

a. Lessor and its elected and appointed officials, directors, officers, managers, supervisors, employees, volunteers, and agents shall be additional insureds under all policies;

b. The policies are to be primary with respect to the interest of Lessor and its elected and appointed officials, directors, officers, managers, supervisors,

employees, volunteers, and agents, and any other insurance maintained by any of them shall be excess and not contributory with Lessee's insurance;

c. Each insurer shall waive all rights of subrogation against Lessor and its elected and appointed officials, directors, officers, employees, and agents;

d. Governmental immunities endorsement;

e. Statement accepting the governing law and venue and jurisdiction terms of this Lease; and

f. Notwithstanding any other provision of a policy, no policy shall be cancelled, expire or be changed in a material way by the insurer without thirty (30) days prior written notice to Lessor.

5.0 Lessee or its insurers or agents shall provide Lessor with certificates of insurance evidencing the policies and endorsements described prior to commencing any physical activities on the Site. Failure to obtain the insurance coverage required shall in no way relieve or limit Lessee's obligations and liabilities under other provisions of this Lease.

6.0 Lessor shall procure and maintain All-Risk insurance for the Sites, City Facilities, Lessor Improvements and all facilities, improvements and fixtures owned or operated by Lessor, which includes coverage for fire, flood, wind and storm, tornado and hurricane, and similar risks with respect to the Sites, City Facilities, or Lessor Improvements, in appropriate amounts, including full replacement value with respect to the Lessor Improvements.

7.0 The Additional Insured Endorsement and Governmental Immunities Endorsement shall be substantially in the following form:

a. Additional Insured. The City of Cresco, Iowa, including its appointed trustees, elected and appointed officials, officers, directors, managers, supervisors, employees, agents and volunteers are included as Additional Insureds, including ongoing operations coverage CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. This coverage shall be primary to the Additional Insureds, and not contributing with any insurance or similar protection available to the Additional Insureds, whether the other coverage be primary, contributing or excess.

b. Governmental Immunities.

(i) The insurer expressly agrees and states that the purchase of this policy and the inclusion of the City of Cresco, Iowa as Additional Insured does not waive any of the defenses of governmental immunity available under Iowa Code Chapter 670 as it now exists and as it may be amended from time to time.

(ii) The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of

governmental immunity under Iowa Code Chapter 670 as it now exists and as it may be amended from time to time.

(iii) The City of Cresco, Iowa shall be responsible for asserting any defense of governmental immunity with respect to any claim, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cresco, Iowa.

(iv) The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cresco, Iowa, under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cresco, Iowa.

(v) The insurance carrier and the City of Cresco, Iowa agree that the above preservation of governmental immunity shall not otherwise change or alter the coverage available under the policy.

8.0 Cresco may be able to provide property damage and similar coverage for the Facility more cheaply and easily than Seller. The Parties will cooperate to determine whether such policies may best be provided by Cresco. In the event any of Seller's required coverages are provided by Cresco, Seller shall reimburse Cresco for the corresponding premiums.