SOLAR GENERATION PURCHASE AGREEMENT

This Solar Generation Purchase Agreement (this "Agreement") is entered into this 25th day of March, 2016 (the "Effective Date") by and between the City of Cresco, Iowa, an Iowa municipal corporation ("Cresco") and Solar Pro, LLC, an Iowa limited liability company (hereinafter "Seller").

RECITALS

1. Seller will design, install, operate and maintain a solar photovoltaic electric generating facility on a site located on real property leased by Cresco to Seller with a nameplate Capacity of approximately 345.9 kW (DC). The Facility will interconnect with the Cresco System and deliver its Capacity and Net Energy to Cresco at each Point of Delivery.

2. Cresco is willing to purchase, and Seller is willing to sell to Cresco, the Net Energy and associated Capacity and RECs of the Facility, subject to the terms and conditions and at the prices set forth in this Agreement.

NOW THEREFORE, in consideration of these premises and the mutual promises set forth below, Seller and Cresco agree as follows:

AGREEMENT

ARTICLE 1-DEFINITIONS

1.1 **Agreement**: This contract, including all appendices, for the purchase of Net Energy and associated Capacity and RECs entered into between Seller and Cresco, as amended by the Parties from time to time in accordance with this Agreement.

1.2 **Applicable Law**: All applicable laws, statutes, treaties, codes, ordinances, regulations, certificates, orders, licenses and permits of any Governmental Authority, now in effect or hereafter enacted, amendments to any of the foregoing, interpretations of any of the foregoing by a Governmental Authority having jurisdiction, and all applicable judicial, administrative, arbitration and regulatory decrees, judgments, injunctions, writs, orders, awards or like actions (including those relating to human health, safety, the natural environment or otherwise).

1.3 **Capacity**: The output potential a machine or system can produce or carry under specified conditions. The Capacity of generating equipment is generally expressed in kW or MW. Capacity is also referred to as "capability" in the industry and for the purposes of this Agreement the terms are synonymous.

1.4 **Cresco:** The City of Cresco, Iowa, an Iowa municipal corporation, and its successors and assigns.

1.5 **Cresco Lease:** The Lease and Solar Easement dated March 1, 2016 between Seller and Cresco pursuant to which Seller leases the Site and related portions of the Site from Cresco for installation and operation of the Facility.

1.6 **Cresco System**: The electrical transmission, distribution and other equipment and facilities owned or operated by Cresco for the purpose of providing electric service to its buildings and facilities.

1.7 **Commercial Operation**: When (a) one hundred percent (100%) of the Committed Nameplate Capacity of the Facility is installed, commissioned and fully operational, (b) any necessary Interconnection Facilities are installed and operational in accordance with the Interconnection Agreement; and (c) Seller has obtained all Permits necessary to authorize the production and delivery of the Net Energy and Capacity.

1.8 **Commercial Operation Date**: The first calendar day following a successful demonstration that the Facility has reached Commercial Operation, which shall not be later than July 31, 2016.

1.9 **Committed Nameplate Capacity**: The total maximum designed power output of all generating equipment installed at the Facility as specified by the equipment manufacturer. The final amount of the Committed Nameplate Capacity shall be established at Commercial Operation.

1.10 **Contract Price**: The prices expressed in dollars per MWh set forth in Appendix A of this Agreement and used as the basis for determining payments by Cresco to Seller for the Net Energy and associated Capacity and RECs.

1.11 **Emergency**: Any condition or situation that in the sole judgment of Cresco, Seller, IPL, or any other entity with operational control or authority over the interconnected distribution or transmission system (i) endangers or might endanger life or property or (ii) adversely affects or might adversely affect the Cresco System, IPL System, or Facility or the ability of Cresco, IPL, or any other entity associated with the interconnected transmission system, to maintain safe and reliable electric service.

1.12 **Energy**: The amount of electricity either used or generated over a period of time expressed in terms of kWh or MWh.

1.13 **Environmental Law**: Any federal, state and local laws, including statutes, regulations, rulings, orders, administrative interpretations, and other governmental restrictions and requirements, relating to the production, handling, release, discharge, treatment or disposal of air pollutants, process waste water, Hazardous Substances, (including the laws described in the definitions of "Hazardous Substances"), toxic substances or otherwise relating to the natural environmental or natural resources (including soil, land surface waters, ground water, ambient air, and plant and animal life), each as amended from time to time, including, but not limited to, (i) the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq.; (ii) the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 et seq.; (iii) the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§6901 et seq.; (iv) the Comprehensive Environmental Response,

Compensation, and Liability Act of 1980, as amended, 15 U.S.C. §§2601 et seq.; (vi) Occupational Safety and Health Act of 1970; (vii) the Emergency Planning and Community Right-to-Know Act 42 U.S.C. §§11001 et seq.; (viii) the Superfund Amendment and Reauthorization Act; and (viii) any other similar applicable federal, state or local law.

1.14 **Environmental Liability**: Any costs, damages, liabilities, expenses, obligations or other responsibility under Environmental Laws including those arising from or relating to (i) any alleged violation of any Environmental Laws, (ii) fines, penalties, judgments, awards, settlements, damages, losses and investigative, remedial and inspection costs and expenses; (iii) financial responsibility for cleanup costs, corrective action, removal, remediation or other response actions, and (iv) and any other compliance, corrective or other remedial action necessary to comply with Environmental Laws.

1.15 **Excess Energy:** Any Energy (i) produced by the Facility and purchased by Cresco and (ii) delivered to any Utility Interconnection Point for use and purchase by IPL. Excess Energy shall include all Energy delivered to any Utility Interconnection Point unless otherwise agreed by Cresco and IPL.

1.16 **Facility**: The photovoltaic electric generation equipment, inverters, controls, regulators, switches, cable and all associated facilities owned by Seller and located on the Site and between the Site and each Point of Interconnection for the generation of solar powered electricity and delivery of such electricity to Cresco. The Facility is described in Exhibit C.

1.17 **FERC**: Federal Energy Regulatory Commission and any successor organization.

1.18 **Financier**: Any individual or entity providing money or extending credit (including any capital lease, sale, or sale-leaseback) directly (or through one of its subsidiaries) to Seller for (i) the construction, term, or permanent financing of the Facility; or (ii) working capital or other ordinary business requirements for the Facility. "Financier" shall not include common trade creditors of Seller.

1.19 **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 entity owned or controlled by any of the foregoing, but excluding Cresco.

1.20 **Hazardous Substance:** Collectively (i) any "hazardous substance" or "pollutant or contaminant" as defined in Sections 101(14) and 101(33) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601(4) & 9601(33); (ii) any element, compound, mixture, solution or substance designated pursuant to Section 102 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9602; (iii) petroleum, including crude oil or any fractal thereof; (iv) any hazardous waste having the characteristics identified under or listed

pursuant to the Solid Waste Disposal Act, as amended, 42 U.S.C. Sec. 6921 et seq.; (v) any material defined as "hazardous waste" pursuant to 40 C.F.R. Parts 260 or 261; (vi) any solid waste defined as "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq.; (vii) any materials, substances, or wastes regulated under, and any imminently hazardous chemical substance or mixture for which the Administrator of the Environmental Protection Agency has taken action pursuant to Section 7 of, the Toxic Substances Control Act, 15 U.S.C. §2606 et seq.; (viii) any substance, the presence of which causes or threatens to cause a nuisance at any real property, (ix) ureaformaldehyde foam insulation; (x) asbestos and asbestos containing materials (whether friable or non-friable); (xi) any asbestos, polychlorinated biphenyl, radium or isomer of dioxin, or any material or thing containing or composed of such substance or substances; or (xii) any material now defined as "hazardous material" pursuant to 49 C.F.R. §171.8, (xiii) any substances or material regulated by the Hazardous Materials Transportation Act, 49 U.S.C. §§136, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136, et seq., or the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§1001 et seq.; and (xiii) any material or substance defined as "hazardous waste" pursuant to Applicable Laws in Iowa; in each case as amended, enforced or interpreted.

1.21 **IEEE**: Institute of Electrical and Electronic Engineers and any successor organization.

1.22 **Interconnection**: Construction, installation, operation, and maintenance of all Interconnection Facilities.

1.23 **Interconnection Agreement**: The separate agreement(s) between Cresco and Seller or IPL, Cresco, and Seller, with respect to electrical interconnection of the Facility to the Cresco System and operation of the Interconnection Facilities, Cresco System, and Facility.

1.24 **Interconnection Facilities**: The facilities installed at the Point of Interconnection or other locations in the Cresco System or IPL System for the purpose of interconnecting the Facility to the Cresco System.

1.25 **IPL**: Interstate Power & Light Company, an Iowa corporation, d/b/a Alliant Energy, and its successors and assignees.

1.26 **IPL Interconnection Facilities**: The facilities installed for the purpose of allowing IPL to receive and meter the Excess Energy at any IPL Interconnection Point.

1.27 **IPL Interconnection Point**: Any point on the electrical system where the Cresco System is interconnected with the IPL System and any Excess Energy is delivered to IPL.

1.28 **IPL System**: The electrical generation, transmission, distribution and other electrical equipment owned or operated by IPL for the purposes of generating and delivering wholesale and retail electric power to Cresco and other wholesale and retail customers.

1.29 **ITC**: The federal investment tax credit for facilities producing electricity from solar resources pursuant to 26 U. S. C. Section 48, as amended from time to time.

1.30 **IUB:** The Iowa Utilities Board and any successor organization and agency.

1.31 **kW**: Kilowatt.

1.32 **kWh**: Kilowatthour.

1.33 **MW**: Megawatt.

1.34 **MWh**: Megawatthour.

1.35 **NERC**: The North American Electric Reliability Corporation and any successor entity.

1.36 **Net Energy**: The actual number of kWh or MWh generated by the Facility during the period being considered less any generating output in kWh or MWh used for the Facility's Station Auxiliary and line losses between the Facility and each Point of Delivery as measured by the meters installed pursuant to Section 3.1.

1.37 **New Joint Transmission Authority**: Any independent service organization or other Person that may be created or become operational subsequent to the date of this Agreement and that is empowered or authorized to plan, coordinate, operate, regulate or otherwise manage any or all of the Cresco System or IPL System.

1.38 **No Tax Effect Date:** The earliest date upon which Cresco may purchase the Facility from Seller without Seller or any of its members experiencing any recapture of ITCs, depreciation or net operating losses previously taken by any of them, recapture of any investment tax credits received by Seller or its members, reimbursement obligations for any cash grant received by Seller or its members, or any other material tax or reimbursement obligation arising from Cresco's purchase of the Facility other than ordinary capital gains or income tax incurred due to Cresco's receipt of the purchase price.

1.39 **Parties**: Cresco and Seller, and their respective successors and permitted assignees.

1.40 **Party**: Cresco or Seller, and their respective successors and permitted assignees.

1.41 **Permits**: All state, federal, and local authorizations, certificates, permits, licenses, and approvals required by any Governmental Authority for the construction, operation, and maintenance of the Facility other than approvals from Cresco for this Agreement, the Interconnection Agreement, and the Cresco Lease.

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

1.43 **PURPA:** The Public Utility Regulation Policies Act, 16 U.S.C. §§824a-3, et seq., as amended by the Energy Policy Act of 2005 and otherwise, and its implementing regulations at 18 CFR Part 292 and as promulgated by the IUB, in each case as amended.

1.44 **Point of Delivery**: Any point at which Cresco accepts title to and risk of loss for the Net Energy and associated Capacity and RECs sold and delivered by Seller to Cresco, and the amount of Cresco Energy delivered and purchased is established for purposes of billing. The Points of Delivery shall be the locations as described in Appendix B.

1.45 **Point of Interconnection**: Any point on the electrical system where the Facility is physically interconnected with the Cresco System. The Points of Interconnection are described in Appendix B.

1.46 **Production Loss**: This term is defined in Section 5.5.

1.47 **Prudent Electric Industry Practice**: Those methods, practices, and use of certain equipment, as changed from time to time, that are commonly used and accepted in electrical engineering and operations to operate electric equipment lawfully and with safety, dependability and efficiency, including, but not limited to, the requirements of the National Electric Safety Code, the National Electrical Code, IUB, NERC, IEEE, and any Applicable Law.

1.48 **Qualifying Facility or QF**: A cogeneration or small power production facility which meets the criteria as defined in PURPA, including Title 18 C.F.R. Sections 292.201 through 292.210, as amended from time to time and the regulations established by FERC, 18 C.F.R. Part 292, and any applicable Iowa laws and regulations, in each case as amended.

1.49 **Renewable Energy Credits or RECs**: All attributes of an environmental or other nature that are created or otherwise arise from the Facility's generation of Energy using solar energy as a source of energy, either in its own right or in contrast to the generation of electricity using nuclear or fossil fuels or resources, including, but not limited to, tags, certificates or similar products or rights associated with solar as a "green" or "renewable" energy resource, including any and all environmental air quality credits, emissions reductions, allowances, offsets or other benefits related to the use of solar energy at the Facility in a manner which reduces, displaces or offsets emissions resulting from fuel combustion pursuant to any existing or future international, federal, regional, state or local legislation, regulation or agreement or voluntary agreement, and the aggregate amount of credits, offsets or other benefits related to any environmental or renewable energy credit trading program, information system or tracking system associated with the Energy generated from the Facility, and any credits, allowances, offsets, or emission or pollution reductions for substances such as mercury, nitrogen oxide, sulfur dioxide, carbon dioxide, carbon monoxide, particulate matter, or other contaminants of air, water or soil under federal, state, regional or local law or any international regulatory or voluntary program, including the Montreal Protocol on Substances that Deplete the Ozone Layer, the United Nations Framework Convention on Climate Change and related Kyoto Protocol and similar or successor programs, agreements, laws and regulations.

"RECs" does not include (i) ITCs, production tax credits, or any similar tax credits, cash grants, production incentives or similar tax or cash benefits, whether or not such tax credits or cash benefits arise from or are related to the Facility's use or generation of solar energy, for which Seller or the Facility are eligible, or which either receives, or (ii) any depreciation, credits, benefits, expenses or other local, state or federal tax treatment for which Seller or the Facility is eligible or which either receives.

1.50 **Reporting Rights**. The right of any Person to report or publish to any Governmental Authority or any other Person that the Person owns the RECs associated with or arising from the Facility or the Net Energy.

1.51 **Seller**: Solar Pro, LLC, an Iowa limited liability company, and its successors and assignees.

1.52 **Site**: The real property on which the Facility is located. The description of the Site is set forth in Appendix C and incorporated by reference.

1.53 **Standby Requirements**: The provisions of any IPL tariff or any Applicable Law which require Cresco to reserve or purchase standby Capacity, Energy, transmission services, forecasting or balancing services, or ancillary services in order for Cresco to receive and use, or as a result of Cresco's receipt and use, of Net Energy from the Facility, or any similar cost or imposition imposed by IPL on Cresco and related to or arising from the Facility or delivery of the Net Energy to Cresco or Excess Energy to IPL or use or consumption of such Net Energy or associated Capacity by Cresco.

1.54 **Station Auxiliary**: Energy used by Seller to operate the Facility.

1.55 **Term**: The period of time during which this Agreement is in effect, as defined in Section 2.1.

1.56 **Trial Energy**: Any Net Energy generated by the Facility and delivered to any Point of Delivery prior to the Commercial Operation Date for the Facility.

1.57 **Unavailable**: A physical state in which the Facility is not capable of providing Net Energy or Capacity to the Point of Interconnection, or in which any other equipment or facility is not capable of performing its intended purpose.

ARTICLE 2-PURCHASE AND SALE

2.1 **Term. (a)** This Agreement shall be effective upon execution by authorized representatives of both Parties, and shall continue until the end of the 25th year after the Commercial Operation Date, unless otherwise terminated or extended in accordance with its terms (the "Term"). Except for Trial Energy, Cresco's obligation to purchase the Net Energy and associated Capacity from the Facility, as set forth herein, shall be effective on the Commercial Operation Date.

(b) In the event IPL refuses to permit Interconnection of all portions of the Facility, or allows such Interconnection only at costs or upon other conditions or terms

unacceptable to Cresco or Seller, and the Parties cannot successfully negotiate mutually acceptable terms with IPL and among themselves reflecting such terms and conditions, either Party shall have the right to terminate this Agreement within thirty (30) days of receipt of IPL's final studies and cost estimates upon notice to the other Party. In the event IPL refuses to interconnect only one or more portions of the Facility, or will interconnect only a Facility of a reduced size, the Parties agree to negotiate in good faith amendments to this Agreement reflecting the Facility without the disapproved portion or Capacity, and if the Parties fail to reach agreement on mutually acceptable amendments within 30 days after receipt of the applicable information or decision from IPL, either Party shall have the right to terminate this Agreement upon written notice.

2.2 **Sale and Purchase**. Cresco agrees to purchase all Net Energy and associated Capacity and RECs during the Term and to accept delivery of the Net Energy at the Points of Delivery during the Term, subject to the terms of this Agreement. Seller agrees to deliver and sell the Net Energy and associated Capacity and RECs from the Facility to Cresco at the Points of Delivery during the Term. Seller shall not contract to sell any Net Energy, Capacity or RECs from the Facility to any Person other than Cresco for the Term and Seller acknowledges that Cresco is entitled to receive all Net Energy, Capacity and RECs from the Facility during the Term.

2.3 **Energy Rate**.

(a) **Contract Price**. From and after the Commercial Operation Date, Cresco shall pay Seller the applicable Contract Price as set forth in Appendix A for the Net Energy, Capacity and RECs that Seller delivers to Cresco at the Points of Delivery. Cresco and Seller agree that the applicable Contract Price is intended to compensate Seller for the Net Energy and associated Capacity and RECs delivered to Cresco, and that Seller is not entitled to a separate price or payment for the Capacity of the Facility to which Cresco is entitled or the RECs associated with the Net Energy.

(b) **Trial Energy**. Cresco shall purchase all Trial Energy and associated Capacity and RECs produced by the Facility during startup and testing and delivered to any Point of Delivery.

2.4 **Tax Credits**. Seller is responsible to apply and qualify for ITCs, IRETCs, and any other production tax credits or payments or other assistance, grants or credits which might be available to Seller or the Facility from any Governmental Authority, and Cresco agrees that Seller is entitled to receive any such credits, assistance, or grants. Seller and Cresco agree that the Contract Price and other pricing set forth in this Agreement are not subject to adjustment or amendment due to Seller's receipt, or failure to receive, any such credits, assistance or grants, in whole or in part, after the date of this Agreement, including, without limitation, failure of the Facility to qualify to receive the ITC or any other assistance for any reason.

2.5 **Committed Nameplate Capacity**. Seller agrees that the Committed Nameplate Capacity of the entire Facility shall be 345.9 kWp (DC) as adjusted at Commercial

Operation to reflect the as-built Facility, and that the Committed Nameplate Capacity shall include only Capacity from the Facility.

2.6 **Capacity Accreditation**. Each year Seller shall collect hourly data in accordance with the requirements of the Midwest Reliability Organization or other applicable regional reliability council. Cresco will advise Seller of such specific requirements and other Applicable Laws to determine the Capacity of the Facility for accreditation and reporting purposes.

2.7 **Renewable Energy Credits**. The Parties agree that the Contract Price includes compensation for the RECs and Reporting Rights associated with the Net Energy and associated Capacity purchased by Cresco pursuant to this Agreement during the Term and that Seller is selling ownership of all such RECs and Reporting Rights to Cresco and Cresco is entitled to utilize or sell or transfer any and all such RECs and Reporting Rights for purposes determined by Cresco in its sole discretion. To the full extent allowed by Applicable Law, Cresco shall own or be entitled to claim all such RECs and Reporting Rights to the extent such RECs and Reporting Rights may exist during the Term, and, to the extent necessary, Seller shall assign to Cresco all rights, title and authority for Cresco to register, own, hold and manage such RECs and Reporting Rights in Cresco's own name and to Cresco's account, including any rights associated with any renewable energy information or tracking system that may be established with regard to monitoring, tracking, certifying, or trading such RECs and Reporting Rights.

ARTICLE 3-METERING AND BILLING

3.1. **Metering Requirements**. The transfer of electric Capacity and Energy between Seller and Cresco shall be measured by revenue-grade metering equipment installed at each Point of Delivery or as otherwise agreed. If metering or measurement equipment is installed at a location other than at a Point of Delivery, meters will be compensated or meter readings will be adjusted to reflect line losses from the metering equipment to the applicable Point of Delivery. Seller shall provide Cresco access to all metering equipment for all purposes necessary under this Agreement, including real-time read capabilities, and shall provide Cresco the reasonable opportunity to be present at any time the metering equipment is to be inspected and tested or adjusted. If the metering equipment fails to register, or is found upon testing to be inaccurate by more than one percent (1.0%) (for a mechanical meter) or three tenths of a percent (.3%) (for an electronic meter), an adjustment shall be made correcting all measurements by the inaccurate or defective device using the best-available information, provided that such correction shall be limited to no more than the preceding one hundred eighty (180) days prior to the discovery of the error. Either Party may install back-up metering at its own cost, provided that such back-up metering meets the same technical standards applicable to the metering equipment.

3.2. **Billing**. The meters shall be read by Seller at the end of each calendar month during which Trial Energy is generated and delivered and each month of the Term. Within five (5) days of the date on which the meters are read, Seller shall send Cresco an invoice for Net Energy in accordance with the price terms of this Agreement. Seller's invoice shall

include information reasonably requested by Cresco for billing and payment purposes in a form acceptable to Cresco.

3.3. **Billing and Payment Records**. To facilitate payment and verification, Seller shall maintain all books and records necessary for billing and payments, including without limitation copies of all invoices and curtailment data with respect to the Facility for a period of at least two (2) years, and Seller shall grant Cresco reasonable access to those books, records and data on the premises of the Facility or at the principal place of business of Seller. Subject to the provisions of Section 10.13, Cresco may examine such books and records relating to billing and payment transactions under the administration of this Agreement, at any time during the period the records are required to be maintained, upon request with reasonable notice and during normal business hours, for the purpose of verifying Seller's performance of its obligations under this Agreement. Subject to the requirements of Section 10.13, Cresco shall be entitled to make copies of any such records.

3.4. **Payment**. Cresco's payment to Seller for Net Energy shall be posted, if by mail, no later than twenty (20) days following the date of the bill. If such due date falls on a weekend or legal holiday, such due date shall be the next working day. Payments posted after the due date shall be considered late and shall bear interest on the unpaid balance at a rate equal to two percent (2%) plus the average daily prime rate as determined from the "Money Rates" section of the Midwest Edition of *The Wall Street Journal* for the days of the late payment period multiplied by the number of days elapsed from and including the day after the due date, to and including the payment date. In the event this index is discontinued or its basis is substantially modified, the Parties shall agree on a substitute equivalent index.

3.5. **Wire Transfer**. Cresco shall make payment of bills via wire transfer of funds or by ACH if timely requested in writing by Seller, at Seller's sole expense, and if the request contains adequate payment information. Cresco shall be entitled to conclusively presume, without any liability whatsoever, that the payment information furnished by Seller (for example, name, financial institution, account numbers, and payee) is accurate. In no event will Cresco be required to pay any bill more than once when the invoice was first paid in accordance with Seller's instructions.

ARTICLE IV-SELLER'S OBLIGATIONS

During the Term of this Agreement, Seller hereby agrees to be bound by and to perform the following affirmative obligations:

4.1 **Design, Construction and Operation of the Facility**.

Seller shall:

(a) Design and construct the Facility, Interconnection Facilities, and any related facilities in accordance with Prudent Electric Industry Practice, Applicable Laws and the Interconnection Agreement.

(b) Seek, obtain, maintain, comply with and, as necessary, renew and modify, the Permits and all other permits, certificates or other authorizations that are required by any Applicable Law or Governmental Authority as prerequisites to engaging in the activities required of Seller by this Agreement and to meeting Seller's obligation to operate the Facility consistently with the terms of this Agreement, but excluding any approvals for which Cresco is responsible pursuant to this Agreement.

(c) Operate, maintain, and repair the Facility in accordance with this Agreement, all Applicable Law, Permits, applicable manufacturer warranties and requirements of any insurer, the Interconnection Agreement, and any New Joint Transmission Authority, and in accordance with Prudent Electric Industry Practice.

(d) Comply with all requirements of the Cresco Lease with respect to construction, maintenance and operation of the Facility.

(e) Operate and maintain the Facility in a manner such that at all times the Net Energy meets the requirements for power quality set forth in the Interconnection Agreement at each Point of Interconnection.

(f) Cooperate with all reasonable requests by Cresco relating to Cresco's compliance with the procedures and requirements of any regional reliability council or regional transmission operator, NERC procedures and the requirements of any New Joint Transmission Authority, including any amendments to, or changed requirements and, if applicable, comply with such procedures and requirements.

4.2 General Obligations.

(a) Seller, during the Term of this Agreement, shall pay all present or future federal, state, municipal, or other lawful taxes or fees applicable to Seller or the Facility or by reason of the sale of Net Energy under this Agreement. Seller shall pay any personal property taxes levied or assessed against the Facility.

(b) Seller shall keep complete and accurate operating and other records and all other data for the purposes of proper administration of this Agreement, including such records as may be required by any Governmental Authority, any New Joint Transmission Authority, Cresco, and as otherwise required by Prudent Electric Industry Practice. Cresco shall provide reasonable notice of Cresco's specific requirements of Seller. To the extent Seller installs any internet-based monitoring system for any portion of the Facility. Seller shall provide Cresco with access to the real-time data available through the monitoring system.

(c) Seller shall continue (i) to the extent applicable, to preserve, renew and keep in full force and effect its organizational existence and good standing, and take all reasonable action to obtain and maintain all permits, rights, privileges, licenses, and franchises necessary or desirable in the ordinary course of its business; and (ii) to comply with Applicable Laws.

(d) Subject to Section 10.13, Seller shall provide to Cresco such other information regarding the permitting, engineering, construction, billing and collection of payments, and operations of Seller or the Facility, or other data concerning Seller or the Facility as Cresco may, from time to time, reasonably request.

(e) To the extent required by Applicable Law for Seller to make the sales of Net Energy required by this Agreement, Seller shall certify the Facility as a QF with FERC under PURPA prior to the Commercial Operation Date and maintain such status throughout the Term, and comply with all other applicable requirements of PURPA and FERC during the Term. Seller shall be responsible for any other filings or approvals with FERC necessary to perform its obligations under this Agreement.

(f) Unless otherwise agreed by the Parties, Seller shall (i) provide its own Station Auxiliary from the output of the Facility when it is operating and (ii) be responsible for obtaining any additional Station Auxiliary required by the Facility from Cresco or IPL at Cresco's or IPL's applicable rates pursuant to a separate agreement.

4.3 Schedule; Milestones.

Seller shall use all commercially reasonable efforts to design, construct and complete the Facility in accordance with the schedule and milestones set forth in Exhibit G. In particular, Seller shall achieve Commercial Operation no later than July 31, 2016 (the "Scheduled COD"), subject to extension only for Force Majeure and any breach by Cresco of its obligations under this Agreement or the Interconnection Agreement which have a material adverse affect on Seller's ability to construct the Facility or otherwise achieve Commercial Operation.

4.4 Merger. Seller shall not merge, consolidate or join with or into any other Person (or permit or suffer any subsidiary to do the same), without the prior written consent of Cresco.

4.5 Sale of Plant Assets. (a) Except as otherwise provided in Section 10.1(b), or in the event of the repair, replacement or substitution of parts and equipment in the ordinary course of business with respect to the Facility, Seller shall not lease, sell, agree to sell, convey or otherwise transfer or dispose of (in one or a series of related transactions) any of its interest or title in any portion of its Facility assets, including but not limited to, leasehold and easement interests, now owned or hereafter acquired, without Cresco's prior written consent, which may not be unreasonably withheld. In the event Cresco consents to any such lease, sale, agreement to sell, conveyance, or other transfer or disposition, Seller shall remain liable for its obligations under this Agreement except to the extent the transferee expressly agrees in writing to assume such obligations in their entirety. In the event of any lease, sale, conveyance or other transfer or disposition of the Facility, the transferee must accept in writing the obligations of Seller reflected in this Agreement and the Interconnection Agreement.

(b) The sale, in one or more transactions, of the membership or other ownership interests of Seller or any upstream owner of membership interests in Seller, which has the

effect of changing ownership of more than 50% of Seller's membership interests, or any similar transaction effecting a change in control of Seller, shall constitute a sale of plant assets subject to Section 4.5 and an assignment of this Agreement subject to Cresco's prior consent as required in Section 10.1.

4.6 **Seller's Cooperation.** Seller agrees to cooperate with Cresco in any application or proceeding relating to approval of this Agreement before a regulatory commission, agency or any other Governmental Authority, including, but not limited to, the provision of information in its possession, custody or control necessary to complete such applications or to respond to requests from relevant Governmental Authorities or other parties.

4.7 **Maintenance; Outages.** Seller shall use commercially reasonable efforts to operate, maintain and repair the Facility in accordance with the requirements of all manufacturer warranties and maintenance requirements and Prudent Electric Industry Practice so as to minimize Unavailability of the Facility. Seller shall, to the fullest extent practicable, schedule maintenance and repair outages during periods of time when the Facility would otherwise not be producing Energy or during IPL's off-peak hours. Seller shall notify Cresco at least five (5) days prior to any such outage. Seller shall notify Cresco of any unscheduled outage of any portion of the Facility expected to last more than 24 hours and any casualty event that materially damages any portion of the Facility.

4.8 **Environmental Contamination.** Seller shall not use, store, handle, dispose of, or release on the Site or any adjacent real property or cause or permit to exist or be used, handled, stored, disposed of, or released on the Site or any adjacent real property as a result of Seller's activities, any Hazardous Substances, except in such quantities as may be required in its normal business practices and only if such use is in full compliance with all Environmental Laws. Seller shall comply with all Environmental Laws during its performance of the obligations of this Agreement and shall be responsible for any Environmental Liability arising from Seller's performance of this Agreement, the Facility, or any other activities of Seller with respect to the Facility.

4.9 **Minimum Net Energy Guarantee.**

(a) Seller estimates that the Facility will generate and deliver no less than the amount of Net Energy for each applicable year of the Term set forth in Exhibit F (in each case, the "Committed Annual Energy"). Seller represents that it has obtained a design output warranty from the manufacturer of the solar modules in the Facility for a term of twenty-five (25) years as described in Exhibit F.

(b) Seller agrees that for each period of two (2) consecutive years of the Term, the Facility will produce an amount no less than ninety (90) percent of the sum of the Committed Annual Energy for the two (2) applicable years ("Minimum Energy Requirement"). The Minimum Energy Requirement shall be reduced to the extent the Facility is unable to produce and deliver Net Energy during the two-year measurement period due to (i) lack of solar resource, as measured pursuant to Exhibit F, (ii) a Force Majeure Event; (iii) the inability of Cresco or the Cresco System to accept delivery of

Net Energy or (iv) curtailment directed by a Government Authority or other Person with authority for reasons other than a violation by Seller of Applicable Law, this Agreement, the Interconnection Agreement or Prudent Electric Industry Practice. The Minimum Energy Requirement will be increased if actual solar resource is greater than expected solar resource, as set forth in Exhibit F. Any such adjustment shall be calculated in the manner set forth in Exhibit F and Section 5.5.

(c) In the event that the Facility fails to meet the Minimum Energy Requirement for any two (2) consecutive years during the Term, Seller shall pay Cresco an amount equal to $0.02 per kWh for the difference between the amount of Net Energy actually delivered by Seller to Cresco during the applicable two (2) year period and the Minimum Energy Requirement for the period.

(d) Seller acknowledges that if the Facility fails to meet the Minimum Energy Requirement, Cresco will suffer corresponding actual damages and the actual damages will be difficult or impossible to precisely determine. The Parties agree that the liquidated damages set forth in Section 4.9(c) are in each instance a reasonable approximation of Cresco's actual damages and are intended to be compensation to Cresco for its actual damages, and not a penalty.

4.10 IPL Agreements. Cresco shall be responsible for negotiating, entering into, and performing any agreement with IPL and any other necessary Persons for design, installation, and operation of the Interconnection Facilities and IPL Interconnection Facilities on Cresco's side of the respective Point of Interconnection and IPL Point of Interconnection necessary to permit delivery of the Net Energy and associated Capacity to each Point of Delivery and Point of Interconnection and IPL Point of Interconnection. Cresco shall provide written permission to IPL to release any interconnection study results to Seller. Cresco shall be responsible to negotiate, enter into and perform any agreement with IPL for delivery of Excess Energy and payment to Cresco for any Excess Energy.

ARTICLE 5-CRESCO OBLIGATIONS; CURTAILMENT

5.1 Cooperation. Cresco agrees to reasonably cooperate with Seller in any applications that Seller is making for tax credits, grants, or assistance. Cresco's obligation shall consist only of providing nonproprietary information in its possession, custody, or control necessary to complete any such applications, responding to requests from the relevant Governmental Authorities, and similar activities.

5.2 Collateral Assignments; Financing.

(a) Seller will be responsible for obtaining any debt, equity, or other financing required to procure, install and operate the Facility. Cresco agrees to provide any real estate title information or other data with respect to the Site, estoppel certificates, consents or other documents reasonably required by any Financier in conjunction with financing of the Facility.

(b) Cresco shall not be required to enter into collateral assignments of this Agreement except as provided by this Section 5.2. Subject to the terms and conditions of this Agreement, Cresco shall, upon request by Seller, execute a commercially reasonable consent and agreement with respect to a collateral assignment hereof in favor of any Financier in a form acceptable to Cresco; provided that Cresco's duty to make factual statements or representations in such consent and agreement shall be contingent upon the truthfulness and accuracy of such statements or representations at the time the consent and agreement is delivered.

(c) Cresco acknowledges that the Financiers may have other or further requests with respect to the assignment of this Agreement (such as requests for legal opinions or certificates from Cresco) and may request that certain terms be incorporated into a consent and agreement or assignment agreement to be executed by Cresco. Cresco will consider any such requests and will reasonably cooperate and negotiate any such consent and agreement or assignment in good faith.

5.3 Facility Ownership.

The Facility and all related facilities and equipment owned and operated by Seller shall remain the sole property of Seller, and Cresco acknowledges that it has no title, ownership or other interest in the Facility or any of Seller's facilities and equipment. The Facility shall remain the personal property of Seller 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 Site. Cresco acknowledges that it may not sell, transfer, lease, assign, mortgage or otherwise encumber the Facility, and any sale or conveyance of the Site shall be subject to the leasehold and easement interests of Seller in the Cresco Lease, and this Agreement and Seller's leasehold and easement rights shall run with the Site.

5.4 Seller Curtailment. Seller shall not limit or curtail deliveries of Energy from the Facility except in the event of (i) a Force Majeure or Emergency; (ii) an outage of the Cresco System that prevents Cresco from physically accepting delivery; (iii) regular or unplanned maintenance for the Facility as permitted by this Agreement; or (iv) an instruction from Cresco, IPL, any regional transmission organization or any New Joint Transmission Authority to limit or curtail delivery of Energy.

5.5 Cresco Curtailment.

(a) The Parties acknowledge that there may be circumstances in which Cresco, IPL, a regional transmission authority, balancing authority, or a New Joint Transmission Authority will direct Seller or Cresco to curtail deliveries of Energy and Capacity from the Facility in accordance with Applicable Laws, IPL's tariffs, the Interconnection Agreement, or other tariffs or agreements. If and to the extent a curtailment is due to (i) an Emergency, (ii) Force Majeure, (iii) failure of Seller to maintain all Permits or authorizations necessary to deliver Energy to any Point of Delivery, or (iv) the operation of the Facility's, IPL's or Cresco's system protection equipment or any malfunction of Seller's or Cresco's equipment that causes the Facility to be disconnected from the Cresco

system, or (v) Seller's breach of the Interconnection Agreement with respect to requirements for delivery of Energy, Seller shall not be entitled to any associated compensation for any lost production; provided that nothing in this section or Agreement shall limit or affect any rights Seller may have against any Person under the Interconnection Agreement or under any other agreement or at law as a result of such events.

(b) In the event that a curtailment is directed by Cresco or any other Person with authority or Cresco refuses or fails to accept delivery of Cresco Energy at any Point of Delivery for reasons other than as set forth in Section 5.5(a) or due to problems with the Cresco System, including without limitation due to (i) lack of available Capacity on the Cresco System at the time of the curtailment, or (ii) lack of distribution service (each a "Qualifying Production Loss Event"), and the Facility was otherwise capable of providing and delivering Energy to the applicable Point of Delivery, then Seller shall be paid compensation pursuant to Section 5.5(c). In the event the curtailment is not due to an event described in Section 5.5(a) or an event attributable to Cresco as described in the preceding sentence, then Seller shall be paid compensation in an amount equal to one-half the amount calculated pursuant to Section 5.5(c).

(c) Upon the occurrence of a Qualifying Production Loss Event, Seller shall calculate the amount of Net Energy that it would have produced and delivered to Cresco at the Point of Delivery but for the Qualifying Production Loss Event (as calculated in accordance with this Agreement for each Qualifying Production Loss Event, the "Production Loss"), using the manufacturer's power curve for the solar modules (adjusted for actual operating experience at the Facility, as necessary) and the recorded solar irradiation at the Facility for each hour during the duration of the Qualifying Production Loss Event. For each hour during a Qualifying Production Loss Event, the lost production shall be based on the actual availability of all solar modules during the hour, excluding any solar modules Unavailable for outages and reflecting any other operating restrictions applicable to any solar modules during the hour (the "Available Capacity"). The Production Loss shall be determined using Available Capacity, the hourly average solar irradiation as measured at the Site and the power curve specified by the manufacturer for the solar modules and summed to equal the lost production of the Facility for that hour. Any actual Net Energy produced by the Facility and delivered to the Point of Delivery during the applicable hour shall be subtracted from the estimated lost production for that hour to obtain the Production Loss experienced by Seller for that hour. The Parties may revise the calculation of Available Capacity and Production Loss based on changes in the actual operational characteristics of the Facility and other circumstances.

(d) Upon the occurrence of a Qualifying Production Loss Event, Cresco shall be obligated to pay Seller an amount equal to the sum of (i) the Contract Price that Seller would have received under this Agreement, plus (ii) the amount of any production-based incentives that Seller would have been entitled to receive for such Production Loss; multiplied by the Production Loss.

(e) Seller shall invoice Cresco for amounts due as a result of any Qualifying Production Loss Event together with its regular monthly invoice for the applicable month as set forth in Section 3.2. Seller shall include information with the invoice documenting (i) the nature and duration of the Qualifying Production Loss Event, (ii) meteorological data gathered at the Site for the period during such Qualifying Production Loss Event used to calculate the Production Loss, (iii) if lost production incentives are included on such invoice, evidence that Seller would have otherwise been qualified to receive such payments but for the Production Loss and their value, and (iv) the computation of amounts due under this Section for the invoiced Production Loss. Cresco shall notify Seller within thirty (30) days of receipt if Cresco believes that the circumstances described do not constitute a Qualifying Production Loss Event and the reason for that conclusion. If the Parties cannot resolve the difference of opinion by negotiation, either Party may utilize the dispute resolution procedures in this Agreement.

5.6 **Title and Risk of Loss.** As between Seller and Cresco, Seller shall be deemed to be in control of the Energy from the Facility up to and until delivery and receipt by Cresco at a Point of Delivery, and Cresco shall be deemed to be in control of the Net Energy and associated Capacity and RECs from and after delivery and receipt at a Point of Delivery. Title and risk of loss related to the Net Energy and related Capacity and RECs shall transfer to Cresco at each Point of Delivery. Cresco shall be responsible for all improvements to the Cresco System on Cresco's side of the Points of Delivery necessary to accept delivery of and utilize the Net Energy, at Cresco's sole cost except as otherwise set forth in the Interconnection Agreement.

5.7 **Cresco Environmental Liability**. As between the Parties, Cresco shall be responsible for any pre-existing condition at or on the Site, including any Environmental Liability arising from Hazardous Substances already present at the Site or any other geologically or hydrologically adjoining property that may impact the Site. Nothing contained in this Agreement or the Interconnection Agreement shall require, or be construed to require, Cresco to remediate or be responsible for any such Environmental Liability or to assume the status of a generator, storer, transporter, treater or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., or within any state statute governing the generation, treatment, storage, and disposal of waste.

5.8 **Standby Requirements**. In the event that Cresco becomes subject to any Standby Requirements as a result of the Facility or Cresco's use or consumption of Net Energy and associated Capacity from the Facility, the costs resulting from any such Standby Requirements shall be the responsibility of Cresco.

ARTICLE 6-FORCE MAJEURE

6.1 **Force Majeure**. The performance of each Party under this 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, that, by exercise of due diligence and foresight, could not reasonably have been avoided, including, but not limited to an Emergency, a Force Majeure event on the

Cresco System to the extent it causes the Facility to be physically incapable of delivering Energy or Cresco from receiving Energy at the Point of Delivery; flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism, strike, and act of God or any other cause beyond the control of the Party claiming Force Majeure. 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.

6.2 **Remedial Action**. 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.

6.3 **Exclusions from Definition of Force Majeure**. Notwithstanding anything in this Agreement to the contrary, "Force Majeure" shall not mean:

(a) General inclement weather normally experienced within the vicinity of the Site and affecting construction, start-up, operation, or decommissioning of the Facility or related facilities.

(b) Changes in market conditions, governmental action, or weather conditions that affect the cost of Seller's supply of Energy from the Facility.

(c) Unavailability of sunlight or diminished solar irradiation.

(d) Unavailability of equipment, repairs or spare parts for the Facility, except to the extent due to a qualifying event of Force Majeure.

(e) Inability to obtain, maintain or renew any Permit or any delay in obtaining, maintaining, or renewing any Permit.

(f) Litigation or administrative or judicial action pertaining to this Agreement, the Site, the Facility, the acquisition, maintenance or renewal of financing or any Permits, or the design, construction, maintenance or operation of the Facility.

(g) Any acts or omissions of any third party, including, without limitation, Seller or any vendor or supplier of Seller, except to the extent due to a qualifying event of Force Majeure.

(h) Any mechanical or equipment breakdown or other mishap at the Facility or events or conditions attributable to normal wear and tear or flaws or failure to operate or maintain such component in accordance with Prudent Electric Industry Practice, unless such mishap is caused by a qualifying event of Force Majeure.

6.4 **Notice**. 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.

6.5 **Extended Force Majeure**. If any portion of the Facility is damaged or prevented from operating due to a Force Majeure event for a period longer than 180 days, then, at Cresco's option, the Parties shall amend the Agreement to remove that portion of the Facility from the scope of this Agreement, and the obligations of Cresco with respect to that portion of the Facility shall terminate.

ARTICLE 7-Purchase Option

7.1 **Purchase Option.** Seller grants Cresco the option to purchase the Facility and all the personal property and equipment related to the Facility on the Site, together with Seller's rights under any Permits necessary to operate the Facility and under any warranties for the equipment comprising the Facility and any other third-party contracts with respect to the Facility (collectively, the "Facility Property") either (i) at the expiration or termination of this Agreement for any reason other than an Event of Default by Cresco, or (ii) at any time, after applicable notice, after the No Tax Effect Date (the "Option Commencement Date"). In order to exercise its option, Cresco shall provide written notice to Seller of its intent to exercise the option as follows:

(a) if the option arises due to the expiration of the Term at the end of its full twenty-five (25) years, notice shall be given no less than one hundred eighty (180) days prior to the scheduled end of the Term;

(b) if the option arises due to termination of the Agreement by Cresco prior to the end of the full twenty-five (25) year Term, notice shall be given concurrently with any notice of termination provided by Cresco; or

(c) if Cresco is exercising its option after the Option Commencement Date and independent of any termination or expiration of the Agreement, then written notice shall be given no less than one hundred eighty (180) days prior to the date on which Cresco proposes to close on the purchase.

Cresco shall not be entitled to exercise its option to purchase during any period in which it is in default of its obligations under this Agreement, or if the termination of this Agreement occurs due to a default by Cresco. Seller shall notify Cresco of the No Tax Effect Date promptly after the date is determined by Seller.

7.2 **Terms of Purchase.** The purchase price for the Facility Property shall be the fair market value. Fair market value shall be considered to be the amount equal to (i) any alternative firm and bona fide offer to purchase the Facility Property from a Person willing and able to make the proposed purchase, (ii) an amount agreed to by the Parties considering the

factors set forth in Exhibit D, or, in the absence of a qualifying third-party offer or agreement among the Parties, an amount established by appraisal. In the event an appraisal is necessary, within thirty (30) days of Cresco's notice of exercise of option, the Parties shall select a mutually acceptable, independent, appraiser qualified in the valuation of solar energy facilities to appraise the Facility Property. Seller shall cooperate to provide all information to the appraiser regarding the Facility Property necessary for the determination of fair market value. The appraiser shall complete the appraisal within sixty (60) days of receipt of all such data. The cost of the appraisal shall be paid by Cresco as part of the purchase price if no other appraisal is ordered. Upon receipt of the appraised value, the Parties shall negotiate a purchase price using the appraised value or, if either Party disagrees with the appraised value, it may have another appraisal conducted at its sole expense. If the Parties continue to disagree as to a mutually acceptable purchase price, the Parties shall close on the sale using an average of the available appraisals, and the dispute over any additional compensation due shall be referred to mediation with a mutually acceptable mediator or to arbitration with a qualified and mutually acceptable arbitrator.

7.3 **Closing**. Upon determination of the applicable purchase price, the Parties shall use all commercially reasonable efforts to close on the sale within sixty (60) days. Upon payment of the purchase price, Seller shall execute and deliver to Cresco all instruments necessary to effect transfer of ownership of the Facility Property to Cresco, subject only to the lien of Financiers the obligations of which Cresco elects to assume. Cresco shall be responsible for payment of all amounts due and owing to Financiers from and after the date of closing, if it elects to assume such obligations. Otherwise, Seller shall pay all such amounts due and owing its Financiers and remove any related liens within thirty (30) days after receipt of the purchase price. After Cresco's exercise of its purchase option and continuing through closing on any resulting sale, Seller agrees to maintain the physical Facility Property in reasonable condition and to perform its contractual and other obligations under agreements comprising any portion of the Facility Property.

7.4 **Cure of Default.** To the extent Seller is in default of its obligations under this Agreement at the time of the closing on Cresco's purchase option pursuant to Section 7.1, Seller shall be obligated to cure the default, or any amounts owing by Seller to Cresco shall be deducted from the purchase price, including any amounts reasonably needed for Cresco to cure the default. Cresco's exercise of its option to purchase the Facility Property pursuant to Section 7.1 and its closing on the purchase and payment of the purchase price shall otherwise constitute a waiver of any other existing Events of Default by Seller, and shall terminate this Agreement in its entirety. The Facility Property will be sold and conveyed by Seller as-is, where-is, and Cresco shall have no further remedies against Seller with respect to the Facility Property or this Agreement, except to the extent Seller fails to maintain the Facility Property prior to the date of closing.

ARTICLE 8-TERMINATION/DEFAULT/REMEDIES

8.1 **Events of Default by Cresco**. The following shall each constitute an Event of Default by Cresco:

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

(b) Cresco fails to make any material payment due under this Agreement within twenty (20) days after receipt of written notice from Seller that such payment is past due.

(c) Any other material breach of this Agreement not specifically enumerated, that is not cured within thirty (30) days after Cresco receives written notification of default from Seller.

8.2 Events of Default by Seller. The following shall each constitute an Event of Default by Seller:

(a) For any reason other than an event of Force Majeure or an Event of Default by Cresco, the Facility being Unavailable to provide Energy for sixty (60) consecutive days or ninety (90) non-consecutive days in any three hundred sixty-five (365) day period commencing on the Commercial Operation Date and prior to expiration of the Term of this Agreement.

(b) Seller breaches any curable material obligation under this Agreement and fails to cure the breach within thirty (30) days after receiving written notification from Cresco of the breach.

(c) Any other material breach of this Agreement not specifically enumerated, which is not cured within thirty (30) days after Seller receives written notification of default from Cresco.

8.3 Termination.

(a) In the event the defaulting Party fails to cure the Event of Default within the period for curative action under Sections 8.1 or 8.2, as applicable, or upon the occurrence of an incurable Event of Default, the non-defaulting Party may terminate this Agreement by notifying the defaulting Party in writing of its decision to terminate and the effective date of the termination.

(b) Upon termination of this Agreement by Cresco due to an Event of Default by Seller pursuant to Section 8.3(a), Cresco shall have no future or further obligation to purchase the Net Energy or associated Capacity and RECs of the Facility or to make any payment whatsoever under this Agreement, except for payments for obligations arising or accruing prior to the effective date of termination. Upon termination of this Agreement by Seller due to an Event of Default by Cresco pursuant to Section 8.3(a), Seller shall have no future or further obligation to deliver the Net Energy of the Facility to Cresco or to satisfy any other obligation of this Agreement, except for payments or other obligations arising or accruing prior to the effective date of termination. Except for Cresco's purchase option in Section 7.1, after the effective date of termination, this 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.

(c) Notwithstanding any provisions in this Agreement to the contrary, upon the occurrence of an Event of Default by Seller, Cresco shall provide notice of the Event of Default to each Financier for which an address or other contact information has been provided to Cresco by Seller. Each Financier shall have the right to cure the Event of Default on behalf of Seller within the cure periods set forth in Section 8.2, and Cresco agrees to accept any such cure to the same extent as if made by Seller. If Financier needs to foreclose on the Facility or otherwise take legal action to gain possession of the Facility in order to cure the applicable Event of Default, the applicable cure period shall be extended by the amount of time necessary for the Financier, using all reasonable due diligence, to obtain possession of the Facility. If a Financier or its designee, obtains possession of the Facility and assumes all of the obligations of Seller under this Agreement, and cures any Event of Default, Cresco agrees to recognize the Financier, or its designee, as Seller under this Agreement and to perform its obligations to Financier or its designee.

(d) If an Event of Default by Seller will require more than the prescribed cure period to cure, and Seller is diligently pursuing a cure, as reasonably demonstrated to Cresco, then the applicable cure period shall be extended up to an additional ninety (90) days as long as Seller is diligently pursuing the cure. This provision shall not apply to payment defaults.

(e) If an Event of Default occurs pursuant to Section 8.2(a) with respect to only a portion of the Facility, Cresco shall have the option to terminate its rights and obligations under this Agreement with respect to the applicable portion of the Facility and retain its obligations and rights with respect the remaining portions of the Facility, and the Parties shall amend the Agreement to reflect the partial termination.

8.4 Operation by Cresco.

(a) Prior to any termination of this Agreement due to an Event of Default of Seller, Cresco shall have the right, but not the obligation, to possess, assume control of, and operate the Facility as agent for Seller (in accordance with Seller's rights, obligations, and interest under this Agreement) during the period provided for herein and in accordance with any applicable rights of Financiers. Seller shall not grant any Person, other than any Financier, a right to possess, assume control of, and operate the Facility that is superior to Cresco's right under this Section 8.4. Cresco shall not exercise any right to terminate this Agreement during any period in which Cresco is in possession and control of the Facility pursuant to this Section 8.4. In the event that Cresco terminates this Agreement pursuant to the terms and conditions hereof, then Cresco's step-in rights pursuant to this Section 8.4 shall be of no further force and effect.

(b) Cresco shall give Seller ten (10) days notice in advance of the exercise of Cresco's rights under this Section 8.4. Upon such notice, Seller shall collect and have available at the Facility or other agreed location all documents, contracts, books, manuals, reports, and records required to construct, operate, and maintain the Facility in accordance with Prudent Electric Utility Practice. Upon such notice, Cresco, its employees, contractors, or designated third parties shall have the right to enter the Site and the Facility for the

purpose of operating the Facility. Seller hereby irrevocably appoints Cresco as Seller's attorney-in-fact for the exclusive purpose of executing such documents and taking such other actions as Cresco may reasonably deem necessary or appropriate to exercise Cresco's step-in rights under this Section 8.4. During any period in which Cresco is present on the Site or in possession or control of any portion of the Facility, Cresco shall comply with the obligations of the Cresco Lease, Interconnection Agreement and all Applicable Law, and shall use commercially reasonable efforts to operate the Facility in accordance with this Agreement and Prudent Electric Utility Practice.

(c) Cresco shall invoice for the Net Energy delivered to Cresco during the period of time Cresco is in possession or control of the Facility, in accordance with the billing and payment provisions of this Agreement, and Cresco, in its capacity as the purchaser under this Agreement, shall remain obligated to pay Seller for such Net Energy delivered to Cresco. Payments shall be remitted to Cresco or Financier as determined in any consent and agreement or similar instrument between the Parties and Financiers, and shall be used to pay the reasonable expenses of Facility operation. To the extent that Cresco does not recover its reasonable expenses incurred in possession and operation of the Facility from Facility revenues or otherwise Cresco shall be entitled to draw on the security letter of credit or other security posted by Seller pursuant to Section 4.9.

(d) During any period that Cresco is in possession of and operating the Facility, Seller shall retain legal title to and ownership of Seller's interest in the Facility and Cresco shall assume possession, operation, and control solely as agent for Seller. In the event that Cresco is in possession and control of the Facility pursuant to this Section 8.4, Seller may resume operation and Cresco shall relinquish its right to operate when Seller demonstrates to Cresco's reasonable satisfaction that it will remove those grounds that originally gave rise to Cresco's right to operate the Facility, as provided above, in that Seller (i) will resume operation of the Facility in accordance with the provisions of this Agreement, and (ii) has cured any Events of Default of Seller which allowed Cresco to exercise its rights under this Section 8.4.

(e) Cresco's exercise of its rights hereunder to possess and operate the Facility shall not be deemed an assumption by Cresco of any liability attributable to Seller. If at any time after exercising its rights to take possession of and operate the Facility Cresco elects to return such possession and operation to Seller, Cresco shall provide Seller with at least fifteen (15) days advance notice of the date Cresco intends to return such possession and operation and upon receipt of such notice, Seller shall resume possession of the Facility on the date specified in Cresco's notice, and, if this Agreement has not been terminated by Cresco pursuant to the terms of this Agreement at the time Seller resumes possession, shall resume operation of the Facility in accordance with this Agreement.

8.5 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 this Agreement. Neither the enumeration of Events of Default in Sections 8.1 and 8.2, nor the termination of this Agreement by a non-defaulting Party pursuant to Section 8.3(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 this Agreement, no Party shall be liable to the other Party under this 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 Applicable Law.

8.6 **Indemnification**. Seller and Cresco agree to defend, indemnify, and hold each other, and their respective officers, directors, employees, and agents, harmless from and against all 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 that relate to the indemnifying Party's breach or failure to perform any of the covenants, agreements, obligations, representations, or warranties contained in this Agreement. Nothing in this Section 8.5 shall relieve Seller or Cresco of any liability to the other for any breach of this 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 caused the Damages. Neither Party shall be indemnified for 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.

8.7 **Insurance**. The Parties agree to provide and maintain the insurance coverages described in Exhibit E.

ARTICLE 9-DISPUTE RESOLUTION

9.1 **Negotiation**. Prior to initiation of any formal action or suit, authorized representatives designated by the Parties shall meet for the purposes of discussing and resolving the controversy or claim. The Parties agree to participate in negotiations for a period of thirty (30) days, which period may be extended by agreement. If the Parties are not successful in resolving the dispute through such negotiations, then the applicable Party may seek resolution of the claim in a state court in Iowa with jurisdiction over the dispute.

9.2 **Forward Contract.** The Parties acknowledge and agree that the transaction contemplated by this Agreement constitutes a "forward contract" and each party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

ARTICLE 10-MISCELLANEOUS

10.1 No Assignment.

(a) 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, conditioned or delayed. Any purported assignment of this Agreement in the absence of any consent required by this Section 10.1 shall be void.

(b) Cresco's consent shall not be required for Seller to assign this Agreement for collateral purposes to any Financier as long as the proposed assignment does not alter or affect Seller's obligations to Cresco under this Agreement. Seller shall notify Cresco of any such assignment, and the identity and contact information for the Financier, within ten (10) days of the assignment.

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

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

on behalf of Cresco;

and to:

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

on behalf of Seller. 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, on the next business day if delivered by overnight courier, and on the fifth business day after deposit by the sending Party in U.S. certified mail.

10.3 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 this Agreement.

10.4 No Third-Party Beneficiary. No provision of this 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 this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any Person not a Party hereto.

10.5 Integration; Amendment. This Agreement, together with all appendices and 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 hereof 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.

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

10.7 Relationship of Parties.

(a) The duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Seller and Cresco or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Seller and Cresco 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 Cresco and Seller shall be that of contracting party to independent contractor. Accordingly, subject to the specific terms of this Agreement, Cresco shall have no general right to prescribe the means by which Seller shall meet its obligations under this Agreement.

(c) Seller shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons to perform Seller's obligations under this 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 Seller shall be considered employees of Cresco for any purpose; nor shall Seller represent to any Person that he or she is or shall become a Cresco employee or agent.

10.8 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 this

Agreement. Unless expressly provided otherwise in this Agreement, (i) whenever this Agreement requires the consent, approval, or similar action by a Party, such consent, approval or similar action shall not be unreasonably withheld or delayed, and (ii) whenever this 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.

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

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

10.11 **Counterparts**. This Agreement may be executed in two (2) 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. Signatures delivered in pdf or similar electronic format shall be deemed originals.

10.12 **Press Releases and Media Contact**. Upon the request of either Party, the Parties shall develop a mutually-agreed-upon joint press release to be issued as of the Effective Date describing the location, size, type and timing of the Facility, the long-term nature of this Agreement, and other relevant factual information about the relationship. Each Party shall notify the other Party when it has been contacted by and responded to a substantive inquiry from the media in regards to the Facility.

10.13 **Confidentiality**

(a) Except as otherwise provided herein, this Agreement and all appendices and amendments hereto shall not be confidential. Notwithstanding the foregoing, Seller may request that the pricing terms, or other provisions of the Agreement unique to Seller, be treated as confidential and trade secret information for all purposes, and Cresco shall treat such information as Confidential Information. Cresco shall be entitled to file this Agreement with relevant Governmental Authorities in its entirety, provided that any portions designated by Seller as Confidential Information shall be filed subject to applicable rules and procedures protecting such Confidential Information from public disclosure.

(b) The Parties acknowledge and agree that during the course of the performance of their respective obligations under this Agreement, either Party may need to provide information to the other Party, which the disclosing Party deems confidential, proprietary or trade secret ("Confidential Information").

(i) Confidential Information shall include all documentation and data, including, but not limited to, special techniques, methods, computer programs and software, that the disclosing Party considers proprietary or trade secret and furnishes to the receiving Party and wants the receiving Party to maintain as confidential. Confidential Information shall be designated as proprietary or trade secret by clear and distinct notation on such documentation or by equivalent method, and shall be treated as such by the receiving Party. Documentation and data not so designated need not be considered by the receiving Party to be proprietary or trade secret; provided, however, that any and all data and documentation regarding Facility output, performance, solar resource, financing or financial performance, outages and similar operational information shall be considered Confidential Information without the need for further designation. The disclosing Party hereby grants to the receiving Party authority to use Confidential Information only for the purposes of this Agreement, including keeping electronic copies of such Confidential Information. The receiving Party agrees to keep such Confidential Information confidential, except as set forth in this Section, to use it only for work necessary to the performance of this Agreement, and not to sell, transfer, sublicense, disclose or otherwise make available any such Confidential Information to others.

(ii) Confidential Information shall not include any data or information:

A. Which was in the public domain as allowed by this Section 10.13, or through no fault or action of the receiving Party at the time it was disclosed by the disclosing Party to the receiving Party or at any time thereafter;

B. Which was independently developed by the receiving Party;

C. Which was known to the receiving Party from an ultimate source other than the disclosing Party without breach of this Agreement by the receiving Party;

D. A Party may, in connection with its performance of its obligations under this Agreement, disclose Confidential Information to its attorneys, consultants or contractors, as long as such Persons are subject to a confidentiality agreement with the receiving Party that requires the third-party recipient to treat the information with the same degree of confidentiality as is required by this Agreement. A Party may also disclose Confidential Information of the other Party to the extent necessary to respond to requests by Governmental Authorities or by third parties entitled to make such requests in proceedings before any Governmental Authority provided that the Party required or requested to make any such disclosure shall notify the other Party as soon as practicable of the request or requirement so that the other Party has sufficient time to seek an appropriate protective order or other relief prior to disclosure.

(iii) Seller acknowledges that Cresco is a public entity and is subject to requirements of Iowa law as to disclosure of information received from Seller.

The Parties agree to cooperate to protect Seller's trade secret information from public disclosure while complying with all such Applicable Laws.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

Dated: March__, 2016

City of Cresco, Iowa, an Iowa municipal corporation

By:_____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

Dated: March___, 2016

Solar Pro, LLC, an Iowa limited liability company

By:_____

Name: _____

Title: _____

APPENDIX A

CONTRACT PRICE

Year	Pricing $/MWh
First Commercial Operation Year	$100
Second Commercial Operation Year	$103
Third Commercial Operation Year	$106.09
Fourth Commercial Operation Year	$109.27
Fifth Commercial Operation Year	$112.55
Sixth Commercial Operation Year	$115.93
Seventh Commercial Operation Year	$119.41
Eighth Commercial Operation Year	$122.99
Ninth Commercial Operation Year	$126.68
Tenth Commercial Operation Year	$130.48
Eleventh Commercial Operation Year	$134.39
Twelfth Commercial Operation Year	$138.42
Thirteenth Commercial Operation Year	$142.58
Fourteenth Commercial Operation Year	$146.85
Fifteenth Commercial Operation Year	$151.26
Sixteenth Commercial Operation Year	$155.80
Seventeenth Commercial Operation Year	$160.47
Eighteenth Commercial Operation Year	$165.28
Nineteenth Commercial Operation Year	$170.24
Twentieth Commercial Operation Year	$175.35
Twenty-first Commercial Operation Year	$180.61

Twenty-second Commercial Operation Year	$186.03
Twenty-third Commercial Operation Year	$191.61
Twenty-fourth Commercial Operation Year	$197.36
Twenty-fifth Commercial Operation Year	$203.28

Trial Energy shall be purchased by Cresco at the rate of $100/MWh.

APPENDIX B

POINTS OF INTERCONNECTION AND DELIVERY

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 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 side of the array as shown in the attached diagram.

2. Points of Delivery. A revenue grade meter will be located at each Point of Interconnection. The point of Delivery will be on Cresco's side of the meter in each case.

APPENDIX C

DESCRIPTION OF THE FACILITY AND SITE

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 2d 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 Seventh 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.

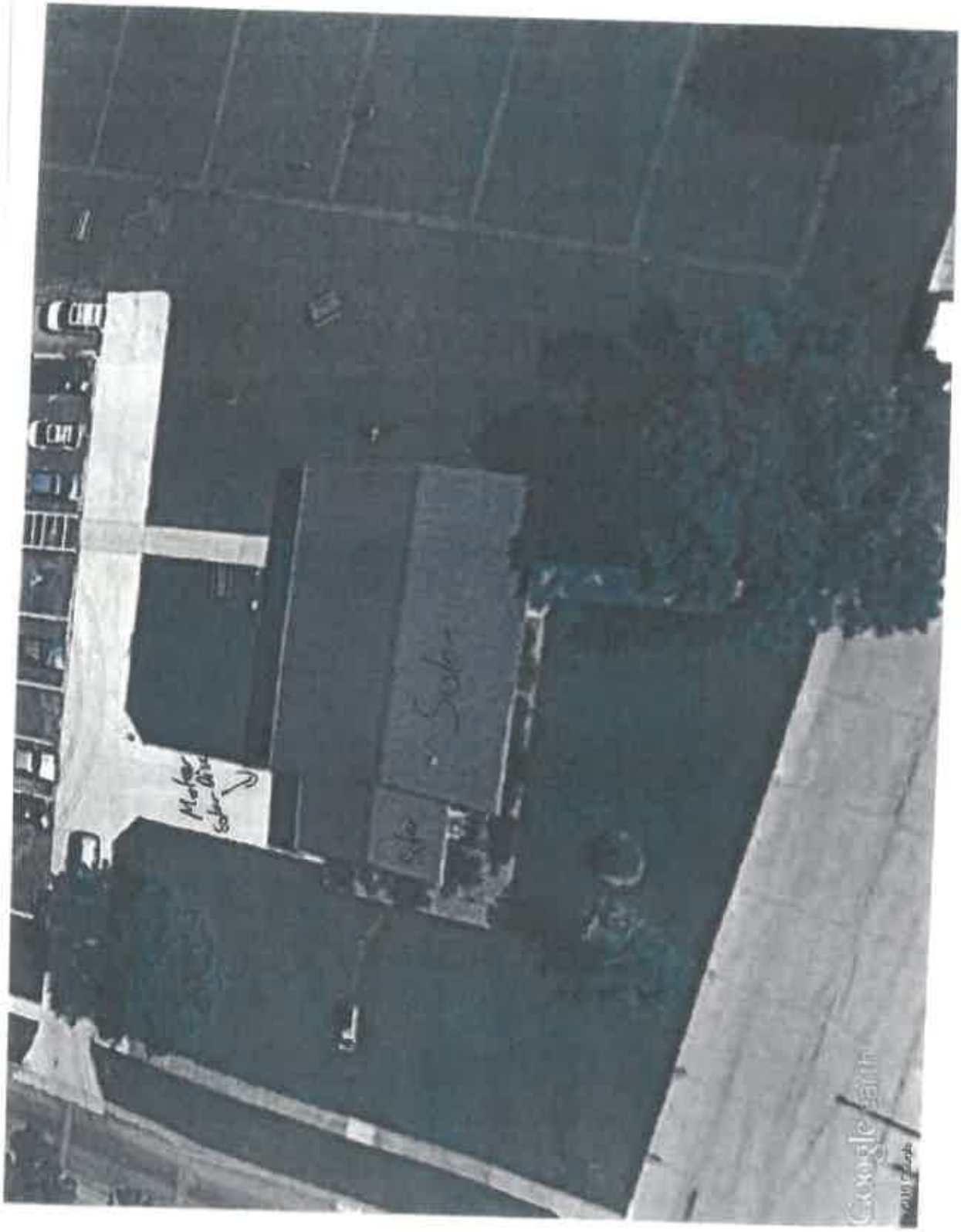
6. Water Tower, 222 2d Avenue SW, Cresco. This will be a ground-mounted array located adjacent to the existing water tower and approximately 11.3 kW (DC) in size, roughly as shown in the attached diagram.

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

City Hall

Fire Station

Kessel Lodge



Street Shop

Evans Well

Water Tower

Kessel Well

EXHIBIT D

FACILITY PROPERTY PURCHASE PRICE

1. The Fair Market Value ("FMV") of the Facility Property after the No Tax Effect Date shall be determined taking into consideration the following factors, except to the extent another method is required by the Internal Revenue Service or applicable Governmental Authority to comply with applicable tax laws or regulations.

2. Factors to be considered include, as and to the extent relevant:

   Expected Facility life given then current condition and reasonable maintenance, and risks that Facility or portions thereof may not last full life or Term, or may require substantial investment

   Expected life of host facilities and any material changes in electric use at each site

   Historical production and reasonable estimates of expected degradation and production for the remainder of the expected Facility life
   Expected cost of electricity Cresco would purchase from IPL or another provider from the purchase date and through the estimated Facility life

   Expected cost of Net Energy to Cresco at Contract Prices for the balance of the Facility life/Term using projected output

   Projected Facility expenses for property/production taxes, insurance, equipment replacement, maintenance, and other expenses through Facility life, including any prepaid warranty or other expenses

   Expected value of RECs over the remaining Facility life/Term

   The discounted present value of the expected net income/benefits to Cresco and Seller using above inputs over the remaining Facility life/Term

   Any recapture penalty imposed by USDA on sale

   Cost to remove and reinstall the Facility, or salvage value

   State of available solar technology at the time and cost to replace the Facility with such equipment

EXHIBIT E
INSURANCE REQUIREMENTS

1.0 Seller 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. Such insurance shall include, but not necessarily be limited to, specific coverage for contractual liability encompassing the indemnification provisions in this Agreement, 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 Seller.

2.0 The amounts of insurance required above may be satisfied by Seller 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 Seller's option, as long as the total amount of insurance meets the requirements of this Agreement.

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

4.0 Seller'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. Cresco and its trustees, 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 Cresco and its trustees, 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 Seller's insurance;

c. Each insurer shall waive all rights of subrogation against Cresco and its trustees, 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 Agreement and

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

5.0 Seller or its insurers or agents shall provide Cresco 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 Seller's obligations and liabilities under other provisions of this Agreement.

6.0 If the Facility is destroyed or materially damaged, and there are sufficient insurance proceeds available to repair or replace the Facility, Seller shall use such proceeds to cause the Facility to be rebuilt and placed in Commercial Operation as soon as practicable.

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 deter mine which 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.

EXHIBIT F

ESTIMATED FACILITY PERFORMANCE

Commercial Operation Year	Estimated Net Energy (kWh)
1	457,750
2	455,461
3	453,184
4	450,918
5	448,663
6	446,420
7	444,188
8	441,967
9	439,757
10	437,558
11	435,370
12	433,193
13	431,027
14	428,872
15	426,728
16	424,594
17	422,471
18	420,359
19	418,257
20	416,166
21	414,085
22	412,015
23	409,954
24	407,905
25	405,865

1. Net Energy is for the Facility in the aggregate estimated using expected solar irradiation based on historical averages at each Facility location and assumed sizes for each portion of the Facility. To the extent the as-built Facility varies in size from the assumed size at any location (as listed in Exhibit C), the Estimated Net Energy calculated above shall be adjusted to reflect the difference between the as-built and assumed sizes, using the applicable conversion factor(s) set forth below. Those conversion factors are as follows:

Site	Conversion Factor (kWh/kWp)	Irradiation (kWh/m2)
City Hall	1235.5	1505.5
Fire Station	1246.7	1505.5
Kessel Lodge	1182.4	1507.6
Street Shop	1308.2	1584.0

Elm Court Well	1349.4	1624.8
Water Tower	1402.5	1624.8
Kessel Well	1348.8	1624.8

2. For purposes of calculating whether the Facility has provided its Minimum Annual Energy pursuant to Section 4.8, the Estimated Net Energy amounts reflected above will be adjusted for actual solar irradiation ("ASI") experienced during the applicable period. ASI will be determined by readings at the Facility or other methods agreed by the Parties. The Estimated Net Energy estimates already take into consideration all other adjustments and reductions for shading and electrical system losses. The irradiation ratios at each of the applicable sites are set forth above.

3. By way of example, assume actual Net Energy produced and delivered in years 3 and 4 totalled 750,000 kWh, and the Estimated Net Energy expected were 904,102 kWh, adjusted downward 40,000 to account for lower solar resource during the period to 864,102 kWh. 90% of the adjusted Estimated Net Energy would be 777,692 kWh. The difference between 777,692 and 750,000 is 27,692 kWh, which represents the production deficiency for the two year period. At $0.02/kWh, the amount due from Seller to Cresco would be $553.84.