SECOND ADDENDUM TO AGREEMENT

POWER PURCHASE AGREEMENT
FOR THE SALE OF WIND ENERGY AND ASSOCIATED CREDITS
PRODUCED BY CRYSTAL LAKE III

THIS SECOND ADDENDUM (hereinafter "Second Addendum") is made by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and The Curators of the University of Missouri (hereinafter "University") and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and University are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, in 2012, City entered into a twenty year agreement with Crystal Lake Wind III, LLC (hereinafter "2012 City and Crystal Lake Agreement") for the purchase of energy generated at Crystal Lake's Wind Energy Facility in Winnebago and Hancock Counties in Iowa, as well as any associated credits; and

WHEREAS, in 2013, City and University entered into "Power Purchase Agreement For the Sale of Wind Energy and Associated Credits Produced by Crystal Lake III" (hereinafter "2013 City and University Original Agreement") for the City to provide, and University to purchase, a portion of the energy and associated credits generated under the 2012 City and Crystal Lake Agreement; and

WHEREAS, in 2016, City entered into an additional, separate agreement with Crystal Lake Wind III, LLC (hereinafter "2016 City and Crystal Lake Agreement") for the purchase of additional energy and any associated credits; and

WHEREAS, in 2017, City and University entered into "First Addendum to Agreement" (hereinafter "First Addendum") amending the rates of the 2013 City and University Original Agreement to a blended rate schedule more accurately reflecting City's rate costs and promoting and strengthening the Parties' continued relationship in shared costs for Wind Energy from the 2012 City and Crystal Lake Agreement and the 2016 City and Crystal Lake Agreement; and

WHEREAS, in 2020, City and Crystal Lake Wind III, LLC, entered into "Amendment No. 1 to Power Purchase Agreement" amending the 2012 City and Crystal Lake III Agreement further modifying the rate schedule, addressing repower terms, clarifying that the agreement term is through December 31, 2040, and other amendments set forth therein; and

WHEREAS, also in 2020, City and Crystal Lake Wind III, LLC, entered into "Amendment No. 1 to Power Purchase Agreement" amending the 2016 City and Crystal Lake Agreement further modifying the rate schedule, addressing repower terms, and clarifying that the agreement term is through December 31, 2040, and other amendments set forth therein; and

WHEREAS, the Parties have agreed to further amend the 2013 City and University Original Agreement as previously amended, as set forth in this Second Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in the First Addendum, and in the 2013 City and University Original Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Amendments of 2013 City and University Original Agreement as previously amended

A. **General.** All terms and provisions of 2013 City and University Original Agreement, a copy of which is attached hereto as **Exhibit 1** and made a part of this Second Addendum, and all terms and provisions of the First Addendum, a copy of which is attached hereto as **Exhibit 2** and made a part of this Second Addendum, will remain in full force and effect on both Parties, except as amended in this Second Addendum.

B. **Amendments.** The following language shall modify and replace the respective subsections of the 2013 City and University Original Agreement as previously amended as designated herein:

i. Delete the definition of "Fixed Amount" in its entirety and insert the following in lieu thereof:

> "Fixed Amount" shall mean, for any Calculation Period, the sum of (a) product of (i) the Fixed Rate applicable to such Calculation Period multiplied by (ii) the sum of the CITY's Proportion of Energy for such Calculation Period and (b) the product of (i) the sum of (A) the Fixed Rate applicable to such Calculation Period plus (B) the PTC Rate applicable to such Calculation Period multiplied by (ii) the Curtailed Energy for such Calculation Period, calculated as follows:
>
> Fixed Amount = (CPE x FR) + (CE x [FR+ PTCR])

ii. Insert the following new definitions of "Repower", "Repower Completion Date", and "Repowered Turbines" after the definition of "Reliability Coordinator":

> "Repower(ed)" shall have the meaning set forth in Section 2.1(g).
>
> "Repower Completion Date" shall mean the date that Crystal Lake Wind III, LLC notifies or notified City in writing that no less than ninety percent (90%) of the Turbines at the Wind Project are placed into service as Repowered Turbines.
>
> "Repowered Turbines" shall have the meaning set forth in Section 2.1(g).

iii. Insert the following at the end of the definition of "Turbine":

> For the avoidance of doubt, "Turbine" includes any Turbine with respect to which a Repower has been completed and such Repowered Turbine has been placed into service.

iv. **Section 2.1 – University's Share of Crystal Lake III Agreement** shall be amended as follows:

2.1. Insert a new paragraph (g) at the end thereof as follows:

(g) Repower. Crystal Lake Wind III, LLC agreed in the 2020 Amendment No. 1 to Power Purchase Agreement amending the 2012 City and

Crystal Lake III Agreement, and in the 2020 Amendment No. 1 to Power Purchase Agreement amending the 2016 City and Crystal Lake III Agreement, to repower the Turbines installed at the Wind Project, in whole or in part, with newer technology (a "Repower", such replacement Turbines, "Repowered Turbines"). Upon delivery by Crystal Lake Wind III, LLC to City of written notice of the Repower Completion Date, the Repower shall be deemed complete and the description of the Wind Project in Exhibit A shall be automatically amended, without the necessity of further written amendment, to reflect the Wind Project as Repowered.

v. **Section 2.2 Fixed Rate Schedule** shall be amended by deleting it in its entirety and inserting the following in lieu thereof:

> **2.2 Fixed Rate Schedule.** The "Fixed Rate" for any given Calculation Period for each MWh of Purchased Energy and associated Credits shall equal the rate set forth in **Exhibit F** for the period including such Calculation Period.

vi. **Exhibit F – FIXED RATE** shall be amended by deleting the same in its entirety and inserting Exhibit F attached hereto in lieu thereof.

C. **Addition and Incorporation of the 2020 Amendment No. 1 to Power Purchase Agreement amending the 2012 City and Crystal Lake III Agreement and the 2020 Amendment No. 1 to the Power Purchase Agreement amending the 2016 City and Crystal Lake III Agreement.** The 2020 Amendment 1 to Power Purchase Agreement amending the 2012 City and Crystal Lake III Agreement, attached hereto as **Exhibit 3**, shall become a part of the 2013 City and University Original Agreement. The 2020 Amendment 1 to Power Purchase Agreement amending the 2016 City and Crystal Lake III Agreement, attached hereto as **Exhibit 4**, shall become a part of the 2013 City and University Original Agreement.

2. Agreement

The Parties hereby adopt, ratify and confirm the 2013 City and University Original Agreement as amended by the First Addendum and this Second Addendum. This Second Addendum shall be binding on, and inure to the benefit of, the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Addendum by their duly authorized representatives as of the date of the last signatory hereto.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/ek

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By: Kristen Meade

Name: Kristen Meade

Title: Director of UM Procurement/CPO

Date: 02/09/2026

ATTEST:

By: Kyla Rogers

Name: Kyla Rogers

Title: Sr. Business Services Consultant

APPROVED AS TO LEGAL FORM (UM OGC)
By Habib Hassan at 5:31 pm, Feb 06, 2026

POWER PURCHASE AGREEMENT
FOR THE SALE OF WIND ENERGY AND ASSOCIATED CREDITS
PRODUCED BY CRYSTAL LAKE III

This Power Purchase Agreement is entered into this 11th day of February, 2013, by and between the City of Columbia, Missouri, a constitutional charter city, hereinafter referred to as "City" and the Curators of the University of Missouri, hereinafter referred to as "University." City and University are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the City has entered into a twenty year agreement with Crystal Lake III LLC (hereinafter, Crystal Lake), a Delaware limited liability corporation, to purchase Energy lawfully generated at Crystal Lake III Wind Energy Facility in Winnebago and Hancock Counties in Iowa. The City will also receive, as part of its purchase of Energy, any associated Credits; and

WHEREAS, the University would like to purchase wind energy and associated credits; and

WHEREAS, the University would like to purchase a share of the City's purchase of Energy and associated Credits from Crystal Lake III.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

Article 1
DEFINITIONS

1.1 ***Definitions***. Unless otherwise required by the context in which any term appears: (i) capitalized terms used in this Agreement shall have the meanings specified in this Article 1; (ii) the singular shall include the plural and vice versa; (iii) references to "articles," "sections," "schedules," "annexes," "appendices" or "exhibits" (if any) shall be to Articles, Sections, Schedules, Annexes, Appendices or Exhibits hereof; (iv) all references to a particular entity shall include a reference to such entity's successors and permitted assigns; (v) the words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection hereof; (vi) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (vii) references to this Agreement shall include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time; and (viii) the masculine shall include the feminine and neuter and vice versa.

"Applicable Law" shall mean, with respect to any Person and the Wind Project, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, tariffs, regulations, governmental approvals, licenses and permits, directives and requirements of all regulatory and other governmental authorities as may be amended, in each case applicable to or binding upon such Person and the Wind Project (as the case may be).

"Billed Percentage" or "BP" means the CITY's Proportion of Total Capacity applicable during the period from the Commencement Date to the Project Separation Date (less the aggregate amount of

any Third Party Purchaser Curtailed Capacity at the time of any determination thereof), calculated as follows:

$$BP = 21/(66 - 3CC)$$

"Business Day" shall mean every day other than a Saturday or Sunday or any other day on which banks in the States of Florida, Missouri, Delaware and Iowa are permitted or required to remain closed.

"Calculation Period" shall mean each hour during the Term.

"CITY Curtailment" shall mean any curtailment of the Wind Project resulting from either (a) an instruction by CITY pursuant to Section 2.1(e) of City's Crystal Lake III Agreement, including but not limited to any instruction by CITY to operate the Wind Project at a level that is different from the "real time set point" provided by the Transmission System Operator (inclusive of ramp time, if any), or (b) an instruction or direction from the Transmission System Operator to reduce the amount of Energy to be generated by the Wind Project below the amount otherwise then available to be generated arising from the offer submitted to the Transmission System Operator by the CITY's Market Participant with respect to the Wind Project .

"CITY Curtailment Period" shall mean, with respect to any given CITY Curtailment, the period commencing with start of the Calculation Period in which such CITY Curtailment starts and ending with the end of the Calculation Period in which such CITY Curtailment ends.

"CITY's Crystal Lake III Agreement" shall mean the February 7, 2012, Agreement between the CITY and Crystal Lake III regarding the sale and purchase of Wind Energy from the Wind Project, attached as Exhibit A, and any amendments thereto.

"CITY's Market Participant" shall mean the Person authorized by CITY to act on CITY's behalf or as its registered agent in MISO or its successor entity who meets the definition of "Market Participant" under MISO or its successor entity. CITY's Market Participant for the Energy shall be Crystal Lake III or its agent, pursuant to Section 2.12 of City's Crystal Lake III Agreement.

"CITY's Proportion of Energy" or "CPE" shall mean, (a) at the time of any determination thereof prior to the Project Separation Date, an amount equal to the product of (i) the Billed Percentage and (ii) the total amount of Energy at such time tendered at the Delivery Point; and (b) at the time of any determination thereof subsequent to the Project Separation Date, 100% of the Energy at such time tendered at the Delivery Point.

"CITY's Proportion of Total Capacity" shall mean (a) prior to the Project Separation Date, 31.818% of the Total Capacity and (b) subsequent to the Project Separation Date, 100% of the Total Capacity.

"CITY's Total Amount" shall have the meaning set forth in Section 2.1(d).

"Commencement Date" shall have the meaning set forth in Section 3.1.

"Commercial Model Change" shall mean a request by Crystal Lake III, pursuant to the rules of the Transmission System Operator, to change the commercial pricing model utilized by the Transmission System Operator for determining locational marginal prices in Transmission System Operator's Transmission System, in order to designate a Commercial Pricing Node for assigning a locational marginal price to Energy delivered to the Delivery Point from the portion of the Wind Project consisting of only the Specified Turbines and allocable to a market participant account identified with CITY.

"Commercial Pricing Node" shall mean (a) with respect to the period from the Commencement Date to the Project Separation Date, the virtual point at which Transmission System Operator assigns the locational price applicable to the Energy delivered from the Wind Project, designated on the Effective Date as ALTW.CRLK3, as further depicted in Exhibit "B", and (b) with respect to the period on and after Project Separation Date, the virtual point at which Transmission System Operator assigns the locational price applicable to the Energy delivered from the Wind Project allocable to the market participant account identified with CITY, to be designated as of the date of approval and implementation of the Commercial Model Change, as further depicted in Exhibit "E".

"Contract Year" means each year of the Term, whether such year is comprised of 365 or 366 Days, commencing with the year that begins on the Commencement Date and ends on the first anniversary of the Commencement Date.

"Credits" shall mean any and all present or future (whether known or unknown) aspects, claims, environmental attributes, characteristics and benefits associated with the generation of electric power at the Wind Project that have intrinsic value, separate and apart from the Energy produced. Credits include, but are not limited to, Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions, such as Renewable Energy Credit Reporting Rights. "Renewable Energy Credit Reporting Rights" are the rights of a Renewable Energy Credit purchaser to report the ownership of accumulated Renewable Energy Credit in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Renewable Energy Credit purchaser's discretion, and include without limitation those Renewable Energy Credit Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Renewable Energy Credits are accumulated on a MWh basis and one Renewable Energy Credit represents the Credits associated with one (1) MWh of Energy. "Renewable Energy Credits" means certificates, green tags, or other transferable indicia indicating generation of a particular quantity of energy from a renewable energy source by a renewable energy facility attributed to all of the Energy output during the Term created under a renewable energy, emission reduction, or other reporting program adopted by a governmental authority, or for which a registry and a market exists (which, as of the Commencement Date are certificates issued by Green-e in accordance with the Green-e Renewable

Electric Certification Program, National Standard Version 1.3 administered by the Center for Resource Solutions including any environmental attributes but specifically excluding (i) any and all present or future (whether known or unknown) state and federal production tax credits, investment tax credits and any other tax credits which are or will be generated by the Wind Project, and (ii) present or future (whether known or unknown) cash payments, grants under Section 1603 of the American Recovery and Reinvestment Act of 2009 or outright grants of money relating in any way to the Wind Project.

"Curtailed Energy" or "CE" shall mean the estimated amount of Energy (expressed in MWh) that would have been produced and delivered by Crystal Lake III to the CITY at the Delivery Point, calculated net of line losses, but for CITY Curtailments, calculated using (a) the Wind Project's then-applicable power curve, and (b) wind data (wind speed, wind direction, ambient temperature, barometric pressure, air density) from the primary on-site reference meteorological towers. For purposes of clause (a) above, on any date of determination, the Wind Project's then-applicable power curve shall be the power curve as adopted by the CITY and Crystal Lake III, and as updated as of such date of determination to reflect historical output and the availability of Turbines from the Wind Project.

"Day" or "day" shall mean a period of twenty-four (24) consecutive hours beginning at 00:00 hours Eastern Standard Time on any calendar day and ending at 24:00 hours Eastern Standard Time on the same calendar day.

"Delivery Point" shall be the Interconnection Point as defined in the Interconnection Agreement and as designated by the terms in the City's Crystal Lake III Agreement.

"Dispatchable Intermittent Resource" shall mean a generation resource whose economic maximum dispatch is dependent on forecast-driven fuel availability as defined by MISO.

"Eastern Standard Time" shall mean standard time in the fifth time zone west of Greenwich Mean Time as observed by the MISO Energy Market.

"Effective Date" shall have the meaning set forth on the first page of this Agreement.

"Energy" shall mean electric energy lawfully produced or generated by the Wind Project, which shall exclude Facility Consumption, and shall be in the form of three (3)-phase, sixty (60) Hertz, alternating current.

"Energy Market" shall mean the Midwest ISO Real–Time Energy Market as defined by MISO.

"Facility Consumption" shall mean electric energy consumed by the Wind Project, including line losses on SELLER's side of the Delivery Point.

"FERC" shall mean the Federal Energy Regulatory Commission or any successor government agency.

"Fixed Amount" shall mean, for any Calculation Period, the product of (i) the Fixed Rate applicable to such Calculation Period multiplied by (ii) the sum of the CITY's Proportion of Energy and the Curtailed Energy for such Calculation Period, calculated as follows:

Fixed Amount = (CPE + CE) x Fixed Rate

"Fixed Rate" or "FR" shall have the meaning set forth in Section 2.2.

"Floating Amount" shall mean, for any Calculation Period, the product of (i) the Floating Price applicable to such Calculation Period multiplied by (ii) the amount of the CITY's Proportion of Energy for such Calculation Period, calculated as follows:

Floating Amount = FP x CPE

"Floating Price" or "FP" shall mean, for any Calculation Period, the RTLMP applicable to such Calculation Period.

"GAAP" shall mean generally accepted accounting principles in the United States of America, consistently applied throughout the specified period.

"Interconnection Agreement" shall mean that certain Amended and Restated Generator Interconnection Agreement, among Midwest Independent Transmission System Operator, Inc., Crystal Lake Wind, LLC and ITC Midwest, LLC, dated December 11, 2009, as may be amended, supplemented or replaced from time to time.

"Interest Rate" means the rate per annum equal to the "Monthly" Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15-519, or its successor publication.

"Late Payment Rate" shall have the meaning set forth in Section 2.4(c).

"Meter" shall mean a utility grade instrument and associated equipment meeting applicable electric industry standards as established by NEMA and ANSI and used to measure and record the quantity and the required delivery characteristics of Energy delivered pursuant to the terms of City's Crystal Lake III Agreement.

"MISO" shall mean the Midwest Independent Transmission System Operator, Inc., its successors or assigns, or any similar entity that in the future may replace MISO with respect to all or a substantial part of its current responsibilities as applicable to the Wind Project.

"M-RETS" shall mean the Midwest Renewable Energy Tracking System or its equivalent as mutually agreed to by the Parties, or any successor renewable energy tracking program.

"MWh" shall mean a megawatt hour of Energy (rounded to the third decimal point).

"NAR" shall mean the North American Renewable Registry or its equivalent as mutually agreed to by the Parties, or any successor renewable energy tracking or registry program.

"Project Separation Date" means the later of (i) the date on which the Wind Project is modified by physically separating, and separately metering, a portion of the Wind Project comprised of only the Specified Turbines and (ii) the date on which MISO accepts and approves the Commercial Model Change.

"Purchased Energy" shall all Energy purchased by CITY pursuant to City's Crystal Lake III Agreement.

"Reliability Coordinator" shall mean MISO or any successor thereto.

"RTLMP" shall mean for each hour of a Day, the Real Time Locational Marginal Price expressed in U.S. dollars per MWh at the Delivery Point with respect to the Commercial Pricing Node for such hour, as determined by the Transmission System Operator in accordance with the Transmission System Operator Tariff and the applicable Transmission System Operator Business Practices Manuals, Market Rules and Procedures.

"Site" shall mean the real property located in Hancock and Winnebago Counties, Iowa on which the Wind Project is located, as further described in Exhibit "A".

"Specified Turbines" means the string of fourteen (14) Turbines specified on Exhibit "D" of City's Crystal Lake III Agreement.

"Term" shall have the meaning set forth in Section 3.1.

"Third Party Purchaser" shall mean any Person that is a party to, and purchases Energy under, a Third Party Power Purchase Agreement, as defined in CITY's Crystal Lake III Agreement.

"Third Party Purchaser Curtailed Capacity" or "3CC" shall mean the aggregate amount of Total Capacity curtailed by Crystal Lake III during any Calculation Period resulting directly or indirectly from Third Party Purchasers' exercise of curtailment rights comparable to a CITY Curtailment during such Calculation Period.

"Total Amount" shall mean (i) with respect to the period from the Commencement Date to the Project Separation Date, the "Total Amount" calculated pursuant to Section 2.1(f)(iv) of the City's Crystal Lake III Agreement; and (ii) with respect to the period on and after the Project Separation Date, the "Total Amount" calculated pursuant to Section 2.1(g)(iv) of the City's Crystal Lake III Agreement.

"Total Capacity" shall mean, at any given time, the aggregate capacity of all Turbines that are installed at the Wind Project.

"Transmission Owner" shall mean the entity that owns and maintains the portion of the Transmission System Operator's Transmission System that interconnects with the Wind Project, which entity is currently ITC Midwest, LLC.

"Transmission System Operator" shall mean the entity that administers the Transmission System Operator Tariff and provides transmission service to transmission customers under applicable transmission service agreements using Transmission System Operator's Transmission System, which entity is currently MISO.

"Transmission System Operator Tariff" shall mean the "Open Access Transmission and Energy Market Tariff for the Midwest Independent Transmission System Operator, Inc.", as amended, including all schedules, modules and attachments, or any tariff of a successor to the MISO.

"Transmission System Operator's Interconnection Facilities" shall mean the interconnection facilities, control and protective devices and metering facilities required to connect the Transmission System Operator's Transmission System with the Wind Project up to, and on the Transmission System Operator's side of, the Delivery Point.

"Transmission System Operator's Transmission System" shall mean the facilities for the transmission of Energy from the Delivery Point.

"Turbine" shall mean a single wind turbine generating system, including the tower, pad, transformer and controller system, installed as part of the Wind Project.

"University's Share of Energy" shall mean the University's Percentage of all Energy purchased by CITY from Crystal Lake III pursuant to the City's Crystal Lake III Agreement.

"University's Percentage" shall mean the University's percentage share of the CITY's Crystal Lake III Agreement, pursuant to the terms of this Agreement. Unless otherwise agreed to by the Parties pursuant to Section 2.1 (f), the University's Percentage shall be fifty percent.

"Wind Project" shall mean the electrical plant and equipment used to generate electricity utilizing renewable wind power located at the Site, including SELLER's Interconnection Facilities, and any and all additions, replacements or modifications, provided that the Wind Project shall be deemed not to include any capacity in excess of the aggregate capacity of the Wind Project specified in Exhibit "B", except as such capacity may be increased by means other than increasing the number of Turbines comprising the Wind Project; provided, however, that on and after the Project Separation Date, the Wind Project shall include no Turbines other than the Specified Turbines, and such other plant and equipment described above to the extent related to the generation and delivery of Energy from the Specified Turbines. The Wind Project may also be referred to as the "Crystal Lake III Wind Energy Facility".

ARTICLE 2
University's Share of City's Purchase of Wind Energy and Credits from Crystal Lake III

2.1 University's Share of Crystal Lake III Agreement.

(a) City's Crystal Lake III agreement, which is attached as Exhibit A, is incorporated herein by reference. Should there be a conflict in terms, any ambiguity shall be resolved in the following order:

(a) Mutual Agreement

(b) Applicable Laws;

(c) The terms of this agreement;

(d) The terms of the CITY's Crystal Lake III agreement.

(b) Wind Energy and Associated Credits. In accordance with the terms and conditions hereof, commencing on the Commencement Date and continuing through the remainder of the Term, UNIVERSITY shall be entitled to the University's Percentage of Energy and any associated Credits purchased by CITY pursuant to the Crystal Lake III Agreement, provided that CITY makes no representation, warranty or guarantee as to the amount of Energy to be provided hereunder. In consideration for the University's Share of the Energy and Credits of the City's Crystal Lake III Agreement, the University shall pay CITY University's Percentage of all amounts due to Crystal Lake III by CITY pursuant to the Crystal Lake III Agreement, including any Curtailed Energy costs, or other costs, fees, or surcharges.

(c) Real Time Market Sales. Both CITY and UNIVERSITY acknowledge that pursuant to Section 2.1(d) of the City's Crystal Lake III Agreement, all sales of Energy shall occur in the real time market established by the Transmission System Operator and all amounts due and payable respecting the purchase and sale of Energy hereunder shall be based on the mathematical calculations provided for in Section 2.1 of City's Crystal Lake III Agreement.

(d) Sale and Purchase of Energy and Associated Credits

(a) CITY shall sell to UNIVERSITY University's Percentage of CITY's Proportion of Energy at the then applicable Fixed Rate. CITY shall also sell and UNIVERSITY shall receive and purchase all Credits associated with the quantity of Energy purchased by UNIVERSITY pursuant to this Section at no additional charge or compensation therefor.

(b) During the term, amounts due and payable respecting the purchase and sale of University's Share of Energy and associated Credits hereunder shall be determined as follows:

(A) The University's Total Amount for any Calculation Period shall equal an amount calculated as follows:

UNIVERSITY'S Total Amount = University's Percentage of the CITY'S TOTAL AMOUNT

CITY'S TOTAL AMOUNT = (Fixed Amount for such Calculation Period) – (Floating Amount for such Calculation Period)

(B) In the event that the UNIVERSITY'S Total Amount for such Calculation Period is positive, UNIVERSITY shall pay CITY such UNIVERSITY'S Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(C) In the event that the UNIVERSITY'S Total Amount for such Calculation Period is negative, CITY shall pay UNIVERSITY the absolute value of such UNIVERSITY'S Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(D) In the event that the UNIVERSITY'S Total Amount for such Calculation Period is zero, neither Party shall pay the other Party for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(e) Renewable Energy Credits; Credits.

(a) UNIVERSITY shall be entitled to all Credits resulting from the generation of University's Share of Energy that is actually purchased by University pursuant to this Agreement to the extent such Credits may exist during the Term.

(b) Throughout the Term, to the extent necessary, CITY shall assign to UNIVERSITY all rights and authority necessary for UNIVERSITY to register, hold, and manage such Credits in UNIVERSITY's own name and to UNIVERSITY'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 Credits, including without limitation M-RETS, NARS, or other entity by agreement of the Parties. CITY shall execute and deliver to UNIVERSITY on a quarterly basis or as required by M-RETS, NARS or other entity the attestation form attached hereto as Exhibit "C" ("Attestation Form") and/or such other documentation as may be required by M-RETS, NARS, or other entity, verifying the assignment of Credits associated with Purchased Energy that is actually purchased by UNIVERSITY pursuant to this Agreement. To the extent M-RETS, NARS, or other entity, or Applicable Law requires CITY (as opposed to UNIVERSITY) to apply for accreditation or verification of Credits from the UNIVERSITY's share of Energy, CITY shall make commercially reasonable efforts to make such applications upon UNIVERSITY's request and at UNIVERSITY's cost and expense. Upon request, CITY shall provide UNIVERSITY with an estimate of the cost and expense of such application prior to making such application. If CITY elects to accredit or verify CITY's Credits, CITY shall be solely responsible for the cost and expense of such application.

(c) Both Parties acknowledge that the Parties are currently members of NAR.

(f) Changes in the University's Percentage. The University's Percentage may be changed at any time during the Term or may change monthly based on University funding available upon mutual agreement by both Parties. The Parties shall agree to the effective date of any change in the University's Percentage. If the Parties are unable to agree, either Party may terminate the Agreement pursuant to Section 3.3.

2.2 ***Fixed Rate Schedule.*** The "Fixed Rate" for any given Calculation Period for each MWh of Purchased Energy and the associated Credits shall equal the rate set forth below for the period including such Calculation Period:

From the effective date of the Agreement through and including December 31, 2012	$42.50 MWh
January 1, 2013 through and including December 31, 2013	$43.50 MWh
January 1, 2014 through and including December 31, 2014	$44.50 MWh
January 1, 2015 through the end of the term	$45.00 MWh

2.3 ***CITY'S Credits.*** CITY shall be entitled to all Credits that the UNIVERSITY is not entitled to pursuant to the provisions of Section 2.1(e). UNIVERSITY acknowledges that CITY has the right to sell any Credits to which CITY is entitled pursuant to this Section 2.3 to any Person other than UNIVERSITY at any rate and upon any terms and conditions that CITY may determine in its sole discretion without liability to UNIVERSITY hereunder. UNIVERSITY shall have no claim, right or interest in such CITY's Credits or in any amount that CITY realized from the sale of such CITY's Credits.

2.4 ***Billing and Payment.*** Billing and payment for Purchased Energy sold to and purchased by UNIVERSITY under this Agreement and any other amounts due and payable hereunder shall be as follows:

(a) Pursuant to City's Crystal Lake III Agreement, CRYSTAL LAKE shall calculate the amount of Purchased Energy from recordings produced by the Meter(s) for the Wind Project pursuant to CITY's Agreement with CRYSTAL LAKE and the amount of Curtailed Energy for which CITY is obligated to compensate CRYSTAL LAKE pursuant thereto, following the last Day of each calendar month and on the last Day of the Term, if not the last day of the month. No later than the fifth (5th) Day of each calendar month, CRYSTAL LAKE shall deliver to CITY an electronic invoice showing:

(a) the amount of Purchased Energy delivered to the Delivery Point by CRYSTAL LAKE during the preceding calendar month (or in the case of the final year of the Term, the last calendar month or portion thereof of the Term);

(b) the amount of Curtailed Energy during the preceding calendar month (or in the case of the final year of the Term, the last calendar month or portion of the Term) for which CITY is obligated to compensate CRYSTAL LAKE pursuant hereto;

(c) CRYSTAL LAKE's computation of the Fixed Amount for such preceding calendar month;

(d) the Floating Price for each hour during such preceding calendar month;

(e) CRYSTAL LAKE's computation of Floating Amount during such preceding calendar month;

(f) CRYSTAL LAKE's computation of the Total Amount for such preceding calendar month;

(g) the Total Amount payable by CITY to CRYSTAL LAKE, in the event that the Total Amount for such preceding calendar month is greater than zero;

(h) the absolute value of the Total Amount payable by CRYSTAL LAKE to CITY, in the event that the Total Amount for such preceding calendar month is less than zero;

(i) no Total Amount payable by either Party, in the event that the Total Amount is equal to zero; and

(j) any other amounts owed by one Party to the other Party pursuant to this Agreement; and

(b) CITY's calculation of UNIVERSITY's TOTAL AMOUNT. CITY shall provide a copy of Crystal Lake's electronic invoice to UNIVERSITY along with CITY's calculation of UNIVERSITY'S share of amounts payable by either Party. CITY's electronic invoice shall include the UNIVERSITY'S TOTAL AMOUNT, pursuant to this Agreement.

(c) Not more than fifteen (15) Days after receipt of each timely delivered invoice (unless such Day is not a Business Day, in which case such payment shall be due on the next succeeding Business Day), UNIVERSITY shall pay to CITY, by electronic funds transfer of immediately available funds to an account specified in writing by CITY or by any other means agreed to by the Parties in writing from time to time, the undisputed amount set forth as due in such invoice. In the event that the invoice is delivered after the fifth (5th) Day of the calendar month, UNIVERSITY shall have forty-five (45) Days after receipt of such invoice (unless such Day is not a Business Day, in which case such payment shall be due on the next succeeding Business Day), to pay to CITY the undisputed amount set forth as due in such invoice. In the event that after delivery of the invoice for any given calendar month, MISO publishes any revised RTLMP for any hour in such calendar month, the amounts provided for above in clauses (iv) through (xi) shall be adjusted as applicable and any such adjustment shall be accounted for in the invoice for the next succeeding calendar month.

(d) Within two (2) years after receipt of any invoice, either Party may provide written notice to the other Party of any alleged error therein and the Parties shall meet, by telephone conference call or otherwise within ten (10) Days of the other Party's receipt of such notice, for the purpose of attempting to resolve the Dispute. If UNIVERSITY in good faith disputes any portion of the charges contained in an invoice, UNIVERSITY will pay the undisputed portion and may withhold the disputed portion of the invoice in accordance with Section 2.7(c). If the Parties are

unable to resolve the Dispute within thirty (30) Days after such initial meeting, then either Party may proceed to seek any remedy that may be available to such Party at law or in equity.

(e) Except as otherwise provided in this Agreement, all payments hereunder shall be made without set-off or deduction. If UNIVERSITY in good faith disputes an invoice, UNIVERSITY shall provide CITY with a written explanation specifying in detail the basis for the dispute, and UNIVERSITY shall pay the undisputed portion of the invoice in accordance with these payment terms. Disputed portions of CITY's invoice shall be due and payable no later than thirty (30) days after resolution of the dispute. Payments of disputed amounts shall in no way waive UNIVERSITY's right to contest charges. Any payment not made by the date required by this Agreement shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received at an annual rate equal to the Interest Rate then in effect plus two percent (2%), but in no event shall such interest exceed the maximum interest rate permitted by Applicable Law ("Late Payment Rate"). If, as a result of a Dispute settled in favor of UNIVERSITY, a refund is owed to UNIVERSITY, then the amount of the overpayment shall bear interest from the date on which such payment was made by UNIVERSITY through and including the date that the overpayment is refunded by CITY at an annual rate equal to the Late Payment Rate.

(f) Statements or invoices shall be sent to UNIVERSITY by electronic mail to the electronic mail address designated in Section 5.2 . UNIVERSITY may change the electronic mail address by providing written notice to CITY.

(g) To the extent that at the end of the Term, after offsetting all amounts owed by UNIVERSITY to CITY, CITY owes any amount to UNIVERSITY, CITY shall pay such amount to UNIVERSITY within thirty (30) days after the expiration of the Term.

2.5 Scheduling and Energy Market Settlement.

(a) Scheduling. Both Parties agree that Crystal Lake III or its agent shall be the Market Participant and shall be responsible for the scheduling of all Purchased Energy during the Term, including, without limitation, arranging any Open Access Same Time Information Systems (OASIS), tagging, transmission scheduling or similar protocols with the Transmission System Operator or any other Persons. Crystal Lake III, as the Market Participant, shall be responsible for the payment of all charges associated with such scheduling activities, except as otherwise expressly provided in this Agreement, including, without limitation, any imbalance charges. The Parties recognizes that the Wind Project is registered as a "Dispatchable Intermittent Resource" with MISO, and CRYSTAL LAKE III(or CRYSTAL LAKE's agent), as the Market Participant, shall be subject to the scheduling requirements associated with a MISO Dispatchable Intermittent Resource. The CITY's Market Participant, shall offer all Purchased Energy into the Energy Market utilizing the real-time offer price provided by CITY, which offer price shall be provided at least two (2) hours prior to the applicable deadline for real-time offers in the Energy Market. The real-time offer submitted by City's Market Participant to the Transmission System Operator shall reflect CITY's offer price. If CITY does not provide the real-time offer as provided by this paragraph, the Parties agree that the CITY's Market Participant will submit the real-time offer using an offer of zero dollars ($0) per MWh.

(b) Energy Market Settlement. The CITY's Market Participant shall be responsible for the Energy Market settlement of all Purchased Energy during the Term; including all costs and benefits associated therewith.

*2.6 **Measurement of Purchased Energy**.* Both Parties agree that all data, metering, and measurements shall be conducted in accordance with Article 4 of the City's Crystal Lake III Agreement.

ARTICLE 3
TERM, CONDITIONS PRECEDENT, TERMINATION AND DEFAULTS

*3.1 **Term**.* The "Term" of this Agreement shall commence at 00:00 hours on Feb 11, 2013 2012 (the "Commencement Date"), and shall continue until the date that is one (1) year following the Commencement Date. Thereafter, the Agreement shall automatically be renewed for successive terms of one year, unless the Agreement is terminated pursuant to the provisions of this Agreement.

*3.2 **Events of Breach.*** A Party shall be considered in Breach of this Agreement upon:

(a) The failure to perform or observe a material term or condition of this Agreement, including but not limited to any material Breach of a representation, warranty or covenant made in this Agreement;

(b) The Party (i) becoming insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator; or

(c) The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement.

*3.3 **Termination.***

(a) By Mutual Agreement. This Agreement may be terminated at anytime during its Term upon mutual agreement by both Parties.

(b) By Convenience. With thirty days written notice, either Party may terminate this Agreement for Convenience.

(c) By Default. Upon the occurrence of an event of Default pursuant to Section 3.2, either Party may terminate this Agreement in accordance with Section 3.2.

(d) By Termination of City's Crystal Lake III Agreement. Should CITY's Agreement with Crystal Lake III terminate for any reason, this Agreement shall automatically terminate.

*3.4 **Effect of Termination.*** No termination of this Agreement shall release the Parties from any obligations to pay for Energy and associated Credits supplied prior to termination pursuant to this Agreement. Within sixty (60)days of termination, the Parties shall pay all amounts due either Party.

ARTICLE 4
REPRESENTATIONS, WARRANTIES AND COVENANTS

*4.1 **UNIVERSITY's Representations and Warranties.*** UNIVERSITY represents and warrants as follows:

(a) UNIVERSITY is a public corporation of the State of Missouri;

(b) UNIVERSITY has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

(c) UNIVERSITY has taken all action required by Applicable Law in order to approve, execute and deliver this Agreement;

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by UNIVERSITY with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of UNIVERSITY or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which UNIVERSITY is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(e) The UNIVERSITY has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

(f) To the UNIVERSITY's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect UNIVERSITY's ability to perform its obligations under this Agreement; and

(g) This Agreement is a legal, valid and binding obligation of UNIVERSITY enforceable in accordance with its terms, except as limited by laws of general applicability limiting

the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.

4.2 CITY's Representations and Warranties.

(a) CITY represents and warrants as follows:

(a) CITY is a municipality, duly organized, validly existing, and in good standing under the laws of the State of Missouri;

(b) CITY has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

(c) CITY has taken all action required by Applicable Law in order to approve, execute and deliver this Agreement;

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by CITY with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of CITY or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which CITY is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(e) CITY has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

(f) There are no bankruptcy, insolvency, reorganization or receiverships pending or being contemplated by CITY, or to its knowledge threatened against CITY;

(g) To the CITY's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect CITY's ability to perform its obligations under this Agreement; and

(h) This Agreement is a legal, valid and binding obligation of CITY enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.

ARTICLE 5
MISCELLANEOUS

*5.1 **Successors and Assigns; Assignment.***

This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party.

5.2 Notices. Each notice, request, demand, statement or routine communication required or permitted under this Agreement, or any notice or communication that either Party may desire to deliver to the other, shall be in writing and shall be considered delivered effective: (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to University:

University of Missouri
Attention: Director, Campus Facilities - Energy Management
Campus Facilities – Energy Management Office
417 South Fifth Street
Columbia, MO 65211
Email: Hoemannp@missouri.edu (for general correspondence)
Candrlj@missouri.edu (for billing)

If to CITY: City of Columbia
Attention: Tad Johnsen, Director of Water and Light
P.O. Box 6015
Columbia, Missouri 65205
Email: TAJOHNSE@GoColumbiaMo.com

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

*5.3 **Force Majeure.*** The performance of each Party under the Agreement may be subject to interruptions or reductions due to an event of Force Majeure. The term "Force Majeure" shall mean an event or circumstance beyond the control of the Party claiming Force Majeure, which, by exercise of due diligence and foresight, could not reasonably have been avoided, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, 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. 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.

5.4 ***Amendments.*** This Agreement shall not be modified nor amended unless such modification or amendment shall be in writing and signed by authorized representatives of both Parties.

5.5 ***Audit.*** Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement including amounts of Purchased Energy and Curtailed Energy. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Late Payment Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twenty four (24) months from the rendition thereof, and thereafter any objection shall be deemed waived.

5.6 ***Waivers.*** Failure to enforce any right or obligation by any Party with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter nor to any other matter. Any waiver by any Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing. Such waiver shall not be deemed a waiver with respect to any subsequent default or other matter.

5.7 ***Severability.*** If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void, all other terms of the Agreement shall remain in effect; provided that the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any Applicable Law and the intent of the Parties.

5.8 ***Governing Law And Venue.*** This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

5.9 ***General Laws.*** The Parties shall comply with all Applicable Laws.

5.10 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto and nothing contained herein shall be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement.

5.11 ***Captions; Construction.*** All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the content or scope of this Agreement. Any term and provision of this

Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

*5.12 **Employment of Unauthorized Aliens Prohibited.*** UNIVERSITY agrees to comply with Missouri State Statute Section 285.530 in that UNIVERSITY shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, UNIVERSITY shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. UNIVERSITY shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

*5.13 **Entire Agreement***

This Agreement shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement.

*5.14 **Counterparts.*** This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties have executed this Agreement in the manner appropriate to each on the date set forth above.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

_____ 3/19/13
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Fred Boeckmann, City Counselor

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: _____

Name: Stephen G Mack

Title: Director of Procurement

APPROVED AS TO LEGAL FORM
2/11/13 KKM

ATTEST:

_____
Signature
Name: Cindy S. Harmon
Title: Secretary

Exhibit A

HANCOCK AND WINNEBAGO COUNTIES, IOWA
CRYSTAL LAKE III WIND ENERGY FACILITY

POWER PURCHASE AGREEMENT

between

CITY OF COLUMBIA

as CITY

and

CRYSTAL LAKE WIND III, LLC

as SELLER

dated as of

February 1st, 2012

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POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT (this "Agreement") is made this 7th day of February, 2012 (the "Effective Date"), by and between City of Columbia, a Missouri municipality ("CITY"), and Crystal Lake Wind III, LLC, a Delaware limited liability company ("SELLER"). CITY and SELLER are each individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, SELLER owns and is currently operating a wind generation facility with 66 MW aggregate capacity on a site located in Hancock and Winnebago Counties, Iowa; and

WHEREAS, SELLER desires to sell, and CITY desires to purchase and receive, Energy and the associated Credits from the Wind Project on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

ARTICLE 1
DEFINITIONS

*1.1 **Definitions**.* Unless otherwise required by the context in which any term appears: (i) capitalized terms used in this Agreement shall have the meanings specified in this Article 1; (ii) the singular shall include the plural and vice versa; (iii) references to "articles," "sections," "schedules," "annexes," "appendices" or "exhibits" (if any) shall be to Articles, Sections, Schedules, Annexes, Appendices or Exhibits hereof; (iv) all references to a particular entity shall include a reference to such entity's successors and permitted assigns; (v) the words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection hereof; (vi) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (vii) references to this Agreement shall include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time; and (viii) the masculine shall include the feminine and neuter and vice versa.

"Affiliate" shall mean, with respect to any Person, (i) each Person that directly or indirectly, controls or is controlled by or is under common control with such designated Person; (ii) any Person that beneficially owns or holds fifty percent (50%) or more of any class of voting securities of such designated Person or fifty percent (50%) or more of the equity interest in such designated Person; or (iii) any Person of which such designated Person beneficially owns or holds fifty percent (50%) or more of the equity interest. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction

of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"Agreement" shall have the meaning set forth in the first paragraph hereof.

"Applicable Law" shall mean, with respect to any Person and the Wind Project, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, tariffs, regulations, governmental approvals, licenses and permits, directives and requirements of all regulatory and other governmental authorities as may be amended, in each case applicable to or binding upon such Person and the Wind Project (as the case may be).

"Billed Percentage" or "BP" means the CITY's Proportion of Total Capacity applicable during the period from the Commencement Date to the Project Separation Date (less the aggregate amount of any Third Party Purchaser Curtailed Capacity at the time of any determination thereof), calculated as follows:

$$BP = 21/(66 - 3CC)$$

"Business Day" shall mean every day other than a Saturday or Sunday or any other day on which banks in the States of Florida, Missouri, Delaware and Iowa are permitted or required to remain closed.

"Business Operating Rules" shall have the meaning set forth in Section 2.14.

"Calculation Period" shall mean each hour during the Term.

"Calculation Year" shall mean, with respect to a termination of this Agreement pursuant to Section 3.3, each year that Purchased Energy would have been purchased by CITY hereunder during the remainder of the Term (absent termination of this Agreement).

"CITY" shall have the meaning set forth in the first paragraph of this Agreement

"CITY Curtailment" shall mean any curtailment of the Wind Project resulting from either (a) an instruction by CITY pursuant to Section 2.1(e), including but not limited to any instruction by CITY to operate the Wind Project at a level that is different from the "real time set point" provided by the Transmission System Operator(inclusive of ramp time, if any), or (b) an instruction or direction from the Transmission System Operator to reduce the amount of Energy to be generated by the Wind Project below the amount otherwise then available to be generated arising from the offer submitted to the Transmission System Operator by the CITY's Market Participant with respect to the Wind Project pursuant to Section 2.12 (a). For the avoidance of doubt, CITY Curtailment shall not include any System Curtailment or any other curtailment instructed or directed by the Transmission System Operator that does not arise from the offer submitted to the Transmission System Operator by the CITY's Market Participant with respect to the Wind Project pursuant to Section 2.12(a).

"CITY Curtailment Period" shall mean, with respect to any given CITY Curtailment, the period commencing with start of the Calculation Period in which such CITY Curtailment starts and ending with the end of the Calculation Period in which such CITY Curtailment ends.

"CITY Downgrade Event" shall be deemed to have occurred if CITY shall fail to have a Long Term Credit Rating of not less than BBB- from S&P or Baa3 from Moody's (if rated by one of the Rating Agencies), or not less than BBB- from S&P and Baa3 from Moody's (if rated by both of the Rating Agencies), and if such credit ratings are equal to such required levels from S&P or from Moody's, with a "credit watch", "negative outlook" or other rating decline alert issued by either S&P or Moody's, as applicable.

"CITY's Check Meters" shall have the meaning set forth in Section 4.1(b).

"CITY's Designated Check Meter" shall mean the CITY's Check Meter, as adjusted to reflect the Energy delivered to the Delivery Point, designated from time to time by the CITY to act as a backup Meter pursuant to Section 4.2.

"CITY's Market Participant" shall mean the Person authorized by CITY to act on CITY's behalf or as its registered agent in MISO or its successor entity who meets the definition of "Market Participant" under MISO or its successor entity. CITY's Market Participant for the Energy shall be SELLER.

"CITY's Proportion of Energy" or "CPE" shall mean, (a) at the time of any determination thereof prior to the Project Separation Date, an amount equal to the product of (i) the Billed Percentage and (ii) the total amount of Energy at such time tendered at the Delivery Point; and (b) at the time of any determination thereof subsequent to the Project Separation Date, 100% of the Energy at such time tendered at the Delivery Point.

"CITY's Proportion of Total Capacity" shall mean (a) prior to the Project Separation Date, 31.818% of the Total Capacity and (b) subsequent to the Project Separation Date, 100% of the Total Capacity.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Commencement Date" shall have the meaning set forth in Section 3.1.

"Commercial Model Change" shall mean a request by SELLER, pursuant to the rules of the Transmission System Operator, to change the commercial pricing model utilized by the Transmission System Operator for determining locational marginal prices in Transmission System Operator's Transmission System, in order to designate a Commercial Pricing Node for assigning a locational marginal price to Energy delivered to the Delivery Point from the portion of the Wind Project consisting of only the Specified Turbines and allocable to a market participant account identified with CITY, separate and distinct from the Commercial Pricing Node designated on the Effective Date as ALTW.CRLK3, as specified in Exhibits D and E.

"Commercial Pricing Node" shall mean (a) with respect to the period from the Commencement Date to the Project Separation Date, the virtual point at which Transmission System Operator assigns the locational price applicable to the Energy delivered from the Wind Project, designated on the Effective Date as ALTW.CRLK3, as further depicted in Exhibit "B", and (b) with respect to the period on and after Project Separation Date, the virtual point at which Transmission System Operator assigns the locational price applicable to the Energy delivered from the Wind

Project allocable to the market participant account identified with CITY, to be designated as of the date of approval and implementation of the Commercial Model Change, as further depicted in Exhibit "E".

"Confidential Information" shall have the meaning set forth in Section 8.1.

"Contract Year" means each year of the Term, whether such year is comprised of 365 or 366 Days, commencing with the year that begins on the Commencement Date and ends on the first anniversary of the Commencement Date.

"Credits" shall mean any and all present or future (whether known or unknown) aspects, claims, environmental attributes, characteristics and benefits associated with the generation of electric power at the Wind Project that have intrinsic value, separate and apart from the Energy produced. Credits include, but are not limited to, Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions, such as Renewable Energy Credit Reporting Rights. "Renewable Energy Credit Reporting Rights" are the rights of a Renewable Energy Credit purchaser to report the ownership of accumulated Renewable Energy Credit in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Renewable Energy Credit purchaser's discretion, and include without limitation those Renewable Energy Credit Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Renewable Energy Credits are accumulated on a MWh basis and one Renewable Energy Credit represents the Credits associated with one (1) MWh of Energy. "Renewable Energy Credits" means certificates, green tags, or other transferable indicia indicating generation of a particular quantity of energy from a renewable energy source by a renewable energy facility attributed to all of the Energy output during the Term created under a renewable energy, emission reduction, or other reporting program adopted by a governmental authority, or for which a registry and a market exists (which, as of the Commencement Date are certificates issued by Green-e in accordance with the Green-e Renewable Electric Certification Program, National Standard Version 1.3 administered by the Center for Resource Solutions including any environmental attributes but specifically excluding (i) any and all present or future (whether known or unknown) state and federal production tax credits, investment tax credits and any other tax credits which are or will be generated by the Wind Project, and (ii) present or future (whether known or unknown) cash payments, grants under Section 1603 of the American Recovery and Reinvestment Act of 2009 or outright grants of money relating in any way to the Wind Project.

"Curtailed Energy" or "CE" shall mean the estimated amount of Energy (expressed in MWh) that would have been produced and delivered by SELLER to the CITY at the Delivery Point, calculated net of line losses, but for CITY Curtailments, calculated using (a) the Wind Project's then-applicable power curve, and (b) wind data (wind speed, wind direction, ambient temperature,

barometric pressure, air density) from the primary on-site reference meteorological towers. For purposes of clause (a) above, on any date of determination, the Wind Project's then-applicable power curve shall be the power curve as adopted by the Parties as part of the Business Operating Rules, and as updated as of such date of determination to reflect historical output and the availability of Turbines from the Wind Project.

"Day" or "day" shall mean a period of twenty-four (24) consecutive hours beginning at 00:00 hours Eastern Standard Time on any calendar day and ending at 24:00 hours Eastern Standard Time on the same calendar day.

"Delivery Point" shall be the Interconnection Point as defined in the Interconnection Agreement. Prior to the Project Separation Date, the Delivery Point is more specifically described in Exhibit "B". After the Project Separation Date, the Delivery Point is more specifically described in Exhibit "E".

"Disclosing Party" shall have the meaning set forth in Section 8.1.

"Dispatchable Intermittent Resource" shall mean a generation resource whose economic maximum dispatch is dependent on forecast-driven fuel availability as defined by MISO.

"Dispute" shall have the meaning set forth in Section 8.16.

"Eastern Standard Time" shall mean standard time in the fifth time zone west of Greenwich Mean Time as observed by the MISO Energy Market.

"Effective Date" shall have the meaning set forth on the first page of this Agreement.

"Energy" shall mean electric energy lawfully produced or generated by the Wind Project, which shall exclude Facility Consumption, and shall be in the form of three (3)-phase, sixty (60) Hertz, alternating current.

"Energy Market" shall mean the Midwest ISO Real–Time Energy Market as defined by MISO.

"Event of Default" shall have the meaning set forth in Section 3.3.

"Facility Consumption" shall mean electric energy consumed by the Wind Project, including line losses on SELLER's side of the Delivery Point.

"FERC" shall mean the Federal Energy Regulatory Commission or any successor government agency.

"Fixed Amount" shall mean, for any Calculation Period, the product of (i) the Fixed Rate applicable to such Calculation Period multiplied by (ii) the sum of the CITY's Proportion of Energy and the Curtailed Energy for such Calculation Period, calculated as follows:

$$\text{Fixed Amount} = (\text{CPE} + \text{CE}) \times \text{Fixed Rate}$$

"Fixed Rate" or "FR" shall have the meaning set forth in Section 2.2.

"Floating Amount" shall mean, for any Calculation Period, the product of (i) the Floating Price applicable to such Calculation Period multiplied by (ii) the amount of the CITY's Proportion of Energy for such Calculation Period, calculated as follows:

Floating Amount = FP x CPE

"Floating Price" or "FP" shall mean, for any Calculation Period, the RTLMP applicable to such Calculation Period.

"Force Majeure" shall mean any event or circumstance which wholly or partly prevents or delays the performance of any obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (ii) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such Party's ability to perform its obligations under this Agreement and which by the exercise of reasonable diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby.

(a) Subject to the foregoing, events that could qualify as Force Majeure include, but are not limited to, the following:

(i) acts of God or the public enemy, war, whether declared or not, blockade, insurrection, riot, civil disturbance, public disorders, rebellion, violent demonstrations, revolution, sabotage or terrorist action;

(ii) any effect of unusually severe natural elements, including fire, subsidence, earthquakes, floods, tornadoes, storms, lightning, or similar cataclysmic occurrence or other unusual natural calamities;

(iii) except as set forth in subsection (b)(v) below, strikes, work stoppage or other labor disputes (in which case the affected Party shall have no obligation to settle the strike or labor dispute on terms it deems unreasonable);

(iv) explosion, accident or epidemic;

(v) governmental action or inaction;

(vi) so long as the cause thereof otherwise would qualify as a Force Majeure event, the unavailability of labor, fuel, power or raw materials, the breakdown of the Wind Project, or other plant breakdown or equipment failure, and any event affecting the ability of any supplier (including under any engineering, procurement or construction agreement for the Wind Project) to the Wind Project, to fulfill its obligations to SELLER and the Wind Project; or

(vii) emergencies (including but not limited to transmission load relief events and minimum generation emergencies) declared by the Transmission System Operator or any other authorized successor or regional transmission organization or any state or federal regulator or legislature requiring a forced curtailment of the Wind Project or making it impossible for the Transmission System Operator to transmit Energy, including Energy to be delivered pursuant to this Agreement.

(b) Force Majeure shall not be based on:

(i) CITY's inability to obtain transmission service and the unavailability or interruption of transmission service (unless the unavailability or the interruption was the result of a System Emergency or otherwise caused by an occurrence that itself would qualify as a Force Majeure event);

(ii) CITY's inability economically to use or resell the Purchased Energy or the Credits purchased hereunder;

(iii) SELLER's ability to sell the Purchased Energy or the Credits at a price greater than the price set forth in this Agreement;

(iv) SELLER's failure to obtain additional funds, including funds authorized by a state or the federal government or agencies thereof, to supplement the payments made by CITY pursuant to this Agreement;

(v) a strike, work stoppage or labor dispute limited only to any one or more of SELLER, SELLER's Affiliates, or any other third party employed by SELLER to work on the Project; or

(vi) a Party's inability to pay amounts due to the other Party under this Agreement, except if such inability is caused solely by a Force Majeure event that disables physical or electronic facilities necessary to transfer funds to the payee Party.

"Forced Outage" shall mean the shutdown or unavailability of the Wind Project, or a portion thereof, other than as a Planned Outage, curtailment or event of Force Majeure. A Forced Outage shall not include an outage that may be deferred to a Planned Outage consistent with Good Utility Industry Practices and without causing or the reasonable likelihood of causing safety risk, damage to equipment or additional costs.

"GAAP" shall mean generally accepted accounting principles in the United States of America, consistently applied throughout the specified period.

"Good Utility Industry Practices" shall mean the practices, methods, and acts (including, but not limited to, the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, codes, standards, reliability, safety, environmental protection, economy, and expedition. With

respect to the Wind Project, Good Utility Industry Practice(s) includes, but are not limited to, taking reasonable steps to ensure that:

(a) Equipment, materials, resources and supplies are available to meet the Wind Project's needs;

(b) Sufficient operating personnel are available at all times and are adequately experienced, trained and licensed as necessary to operate the Wind Project properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions whether caused by events on or off the site of the Wind Project;

(c) Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable long-term and safe operation, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;

(d) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;

(e) Equipment is not operated in a reckless manner, or in a manner unsafe to workers, the general public, or contrary to environmental laws or regulations or without regard to defined limitations such as flood conditions, safety inspection requirements, operating voltage, current, volt-ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and/or control system limits; and

(f) The equipment will function properly under both normal and reasonably expected emergency conditions at the Wind Project.

"Governmental Entity" means a municipality, county, governmental board, city council, public power authority, public utility district, joint action agency, or other similar political subdivision or public entity of the United States, one or more States or territories or any combination thereof.

"Interconnection Agreement" shall mean that certain Amended and Restated Generator Interconnection Agreement, among Midwest Independent Transmission System Operator, Inc., Crystal Lake Wind, LLC and ITC Midwest, LLC, dated December 11, 2009, as may be amended, supplemented or replaced from time to time.

"Interconnection Provider Meter" shall mean the Meter at the Delivery Point, on which Transmission System Operator determines the amount of Energy delivered to the Transmission System Operator's Transmission System, and as further depicted (i) with respect to the period prior to the Project Separation Date, in Exhibit "B" and (ii) with respect to the period on and after the Project Separation Date, in Exhibit "E".

"Interest Rate" means the rate per annum equal to the "Monthly" Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15-519, or its successor publication.

"kW" shall mean a kilowatt of capacity.

"kWh" shall mean a kilowatt hour of Energy.

"Late Payment Rate" shall have the meaning set forth in Section 2.7(c).

"Lender" or "Lenders" shall mean any and all Persons or successors in interest thereof (A) lending money or extending credit (whether directly to SELLER or to an Affiliate of SELLER) as follows: (i) for the construction, interim or permanent financing or refinancing of the Wind Project, (ii) for working capital or other ordinary business requirements of the Wind Project (including the maintenance, repair, replacement or improvement of the Wind Project), (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Wind Project, (iv) for any capital improvement or replacement related to the Wind Project, (v) for the purchase of the Wind Project and the related rights from SELLER; or (vi) in connection with the financing of a portfolio of projects that includes the Wind Project; and/or (B) participating (directly or indirectly) as an equity investor in the Wind Project; and/or (C) participating as a lessor under a lease finance arrangement relating to the Wind Project.

"Lien" shall mean any mortgage, pledge, lien, security interest or other charge or encumbrance with respect to any present or future assets of the Person referred to in the context in which the term is used.

"Long Term Credit Rating" shall mean the lower of a Party's long term senior unsecured credit rating not supported by third party enhancement by a Rating Agency or the lowest underlying rating assigned to any of such Party's long term debt by a Rating Agency; provided that, should none of the aforementioned ratings be available or should they cease to be available during the term of this Agreement, such Party's issuer/long term issuer rating will be utilized, if available, and, if not available, such Party will be deemed to not have a Long Term Credit Rating.

"Meter" shall mean a utility grade instrument and associated equipment meeting applicable electric industry standards as established by NEMA and ANSI and used to measure and record the quantity and the required delivery characteristics of Energy delivered hereunder.

"MISO" shall mean the Midwest Independent Transmission System Operator, Inc., its successors or assigns, or any similar entity that in the future may replace MISO with respect to all or a substantial part of its current responsibilities as applicable to the Wind Project.

"MISO State Estimator" shall have the meaning given that term by the Transmission System Operator Tariff.

"Moody's" shall mean Moody's Investor Service, Inc. rating group, or its successor.

"M-RETS" shall mean the Midwest Renewable Energy Tracking System or its equivalent as mutually agreed to by the Parties, or any successor renewable energy tracking program.

"MW" shall mean a megawatt of capacity.

"MWh" shall mean a megawatt hour of Energy (rounded to the third decimal point).

"Network Upgrades" shall have the meaning set forth in the Transmission System Operator Tariff.

"Operating Committee" means the committee comprised of three delegates from CITY and three delegates from SELLER.

"Parties" shall have the meaning set forth in the first paragraph of this Agreement.

"Party" shall have the meaning set forth in the first paragraph of this Agreement.

"Performance Assurance" shall mean collateral in the form of either: cash, letter(s) of credit complying with the requirements of Section 3.4(b), or other security acceptable to Seller in an amount acceptable to Seller.

"Person" shall mean an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity, limited liability company or any other entity of whatever nature.

"Planned Outage" means the removal of equipment from service availability for inspection, maintenance and/or general overhaul of one or more equipment groups. To qualify as a Planned Outage, such work must actually be conducted during the designated outage period.

"Project Separation Date" means the later of (i) the date on which the Wind Project is modified by physically separating, and separately metering, a portion of the Wind Project comprised of only the Specified Turbines and (ii) the date on which MISO accepts and approves the Commercial Model Change.

"Project Transmission Credits" shall have the meaning set forth in Section 2.15.

"Purchased Energy" shall have the meaning set forth in Section 2.1(a).

"Rating Agency" shall mean either Moody's or Standard & Poor's.

"Receiving Party" shall have the meaning set forth in Section 8.1.

"Reliability Coordinator" shall mean MISO or any successor thereto.

"RTLMP" shall mean for each hour of a Day, the Real Time Locational Marginal Price expressed in U.S. dollars per MWh at the Delivery Point with respect to the Commercial Pricing Node for such hour, as determined by the Transmission System Operator in accordance with the Transmission System Operator Tariff and the applicable Transmission System Operator Business Practices Manuals, Market Rules and Procedures.

"S&P" shall mean Standard & Poor's rating group (a division of McGraw-Hill, Inc.), or its successor.

"SELLER" shall have the meaning set forth in the first paragraph of this Agreement.

"SELLER's Check Meters" shall have the meaning set forth in Section 4.1(a)(iv).

"SELLER's Designated Check Meter" shall mean the SELLER's Check Meter, as adjusted to reflect the Energy delivered to the Delivery Point, designated from time to time by the SELLER to act as a backup Meter pursuant to Section 4.2.

"SELLER's Interconnection Facilities" shall mean the interconnection facilities, control and protective devices and metering facilities required to connect the Wind Project with the Transmission System Operator's Transmission System up to, and on SELLER's side of, the Delivery Point.

"SELLER's Primary Meter" shall mean the Meter installed at the location specified therefor in Exhibit "B" with respect to the period prior to Project Separation Date, and in Exhibit "E" with respect to the period after Project Separation Date, as adjusted to reflect the Energy delivered to the Delivery Point.

"Site" shall mean the real property located in Hancock and Winnebago Counties, Iowa on which the Wind Project is located, as further described in Exhibit "A".

"Specified Turbines" means the string of fourteen (14) Turbines specified on Exhibit "D"

"System Curtailment" means the period of time during which there is any of the following:

(a) the Transmission System Operator orders, directs, alerts, or provides notice to a Party to curtail Energy deliveries for the following reasons: (i) any System Emergency constituting a Transmission System Operator or Transmission Owner "Emergency" Condition (as defined in the Interconnection Agreement), or (ii) any warning of any such anticipated System Emergency; or

(b) scheduled or unscheduled maintenance on the Transmission System Operator's Transmission System that prevents (i) CITY from receiving or (ii) SELLER from delivering Energy at the Delivery Point, but only to the extent that any such curtailment is not attributable to a CITY Curtailment.

"System Curtailment Period" shall mean, with respect to a given System Curtailment, the period commencing with the start of the Calculation Period in which such System Curtailment starts and ending with the end of the Calculation Period in which such System Curtailment ends.

"System Emergency" shall mean a condition on the Transmission System Operator's Transmission System, or on transmission facilities used to deliver the Energy from the Wind Project to the Delivery Point, which condition is likely to result in imminent significant disruption of service to the Transmission System Operator's Transmission System customers or is imminently likely to endanger life or property, or is otherwise declared an emergency by the Transmission System Operator.

"Term" shall have the meaning set forth in Section 3.1.

"Termination Discount Rate" shall mean, on any date of determination, the rate published by the United States Department of the Treasury at http://www.treas.gov/offices/domestic-finance/debt-management/interest-rate/yield.shtml (or any successor thereto) for Daily Treasury Yield Curve Rates respecting such date of determination applicable to a given number of years; provided, however, that in the event that the applicable number of years is not specified, linear interpolation shall be utilized to determine the applicable Termination Discount Rate; provided, further however, that in the event that the publication provided for above is not available, the rate published by the United States Federal Reserve at http://www.federalreserve.gov/releases/h15/data.htm (or any successor thereto) for Treasury constant maturities shall be utilized in lieu thereof.

"Third Party Power Purchase Agreement" shall mean any written agreement between SELLER and a Person other than CITY for the purchase of Energy.

"Third Party Purchaser" shall mean any Person that is a party to, and purchases Energy under, a Third Party Power Purchase Agreement.

"Third Party Purchaser Curtailed Capacity" or "3CC" shall mean the aggregate amount of Total Capacity curtailed by SELLER during any Calculation Period resulting directly or indirectly from Third Party Purchasers' exercise of curtailment rights comparable to a CITY Curtailment during such Calculation Period.

"Total Amount" shall mean (i) with respect to the period from the Commencement Date to the Project Separation Date, the "Total Amount" calculated pursuant to Section 2.1(f)(iv); and (ii) with respect to the period on and after the Project Separation Date, the "Total Amount" calculated pursuant to Section 2.1(g)(iv).

"Total Capacity" shall mean, at any given time, the aggregate capacity of all Turbines that are installed at the Wind Project.

"Transfer Taxes" shall have the meaning set forth in Section 8.19

"Transmission Credit" shall mean any transmission credit, transmission right, fixed right or similar benefit provided by any open access transmission tariff or any Applicable Law to SELLER as compensation for the costs of Network Upgrades.

"Transmission Owner" shall mean the entity that owns and maintains the portion of the Transmission System Operator's Transmission System that interconnects with the Wind Project, which entity is currently ITC Midwest, LLC.

"Transmission System Operator" shall mean the entity that administers the Transmission System Operator Tariff and provides transmission service to transmission customers under applicable transmission service agreements using Transmission System Operator's Transmission System, which entity is currently MISO.

"Transmission System Operator Tariff" shall mean the "Open Access Transmission and Energy Market Tariff for the Midwest Independent Transmission System Operator, Inc.", as

amended, including all schedules, modules and attachments, or any tariff of a successor to the MISO.

"Transmission System Operator's Interconnection Facilities" shall mean the interconnection facilities, control and protective devices and metering facilities required to connect the Transmission System Operator's Transmission System with the Wind Project up to, and on the Transmission System Operator's side of, the Delivery Point.

"Transmission System Operator's Transmission System" shall mean the facilities for the transmission of Energy from the Delivery Point.

"Turbine" shall mean a single wind turbine generating system, including the tower, pad, transformer and controller system, installed as part of the Wind Project.

"Wind Project" shall mean the electrical plant and equipment used to generate electricity utilizing renewable wind power located at the Site, including SELLER's Interconnection Facilities, and any and all additions, replacements or modifications, provided that the Wind Project shall be deemed not to include any capacity in excess of the aggregate capacity of the Wind Project specified in Exhibit "B", except as such capacity may be increased by means other than increasing the number of Turbines comprising the Wind Project; provided, however, that on and after the Project Separation Date, the Wind Project shall include no Turbines other than the Specified Turbines, and such other plant and equipment described above to the extent related to the generation and delivery of Energy from the Specified Turbines. The Wind Project may also be referred to as the "Crystal Lake III Wind Energy Facility".

ARTICLE 2
SALE AND PURCHASE OF ENERGY

2.1 Obligation to Sell and Purchase Energy and Credits.

(a) Purchased Energy. In accordance with the terms and conditions hereof, commencing on the Commencement Date and continuing through the remainder of the Term, SELLER shall sell and deliver to CITY at the Delivery Point and CITY shall purchase and accept from SELLER at the Delivery Point the CITY's Proportion of Energy during each hour expressed in kWh ("Purchased Energy") together with all Credits associated with the Purchased Energy, provided that SELLER makes no representation, warranty or guarantee as to the amount of Purchased Energy to be provided hereunder.

(b) Commercial Model Change. SELLER, at its sole expense, shall submit all necessary documentation and apply for a Commercial Model Change with MISO no later than March 15, 2012, or such later date agreed to in writing by CITY. Such application shall request the implementation of the Commercial Model Change on or before June 1, 2012. SELLER shall provide, at its sole expense, separate metering and necessary infrastructure to effect the physical separation, and separate metering, of the portion of the Wind Project comprised of only the Specified Turbines and shall, at its sole expense, use commercially reasonable efforts to implement the Commercial Model Change no later than June 1, 2012, but in no event shall the Commercial Model

Change be implemented later than September 1, 2012, except to the extent that the Commercial Model Change is not implemented by September 1, 2012 as a result of an act or omission of the Transmission System Operator.

(c) Business Operating Rules. The Parties, pursuant to Section 2.14, shall agree on Business Operating Rules, including but not limited to the power curve for the Wind Project, within ninety (90) days of the Effective Date. In the event that the Parties cannot agree on Business Operating Rules within ninety (90) days of the Effective Date, the Operating Committee shall be convened and deliberate for thirty (30) days. If the Operating Committee, after good faith deliberations, fails to agree upon Business Operating Rules by the end of such 30-day period, a representative from each Party at the level of Vice President of SELLER and Director of Water and Light for CITY, or above will meet in good faith for definitive resolution of any and all outstanding issues respecting the Business Operating Rules.

(d) Real Time Market Sales. Each of CITY and SELLER acknowledge that pursuant to Section 2.12, (i) upon transfer of title to the Purchased Energy at the Delivery Point, all sales of Purchased Energy by SELLER to third parties as CITY's Market Participant shall occur in the real time market established by the Transmission System Operator and (ii) in order to effectively allocate the proceeds from such real time market sales to third parties between CITY and SELLER, all amounts due and payable respecting the purchase and sale of Purchased Energy hereunder shall be based on the mathematical calculations provided for in Sections 2.1(f)(iv) and 2.1(g)(iv).

(e) CITY Curtailments.

(i) CITY shall have the option, in its sole discretion, to curtail deliveries of Energy in any amount up to the CITY's Proportion of Energy and for any period of not less than five (5) minutes when CITY notifies SELLER in writing or by telephone with not less than fifteen (15) minutes prior notice of such curtailment. Such curtailment notice shall include the amount of curtailment and the duration thereof.

(ii) For any CITY Curtailment Period, CITY shall pay SELLER for the Curtailed Energy associated with such CITY Curtailment Period at the Fixed Rate in accordance with Section 2.1(f)(iv) or Section 2.1(g)(iv), as then-applicable.

(iii) CITY shall reimburse Seller for any costs for power, fees, charges or penalties charged to Seller due to any CITY Curtailment, including ramp time, if any. CITY shall not pay the Fixed Rate and shall not be responsible for any costs, fees or penalties for either Curtailed Energy or CITY's Proportion of Energy to the extent that SELLER fails to follow the instructions of the Transmission System Operator respecting such Curtailed Energy or CITY's Proportion of Energy, except to the extent that such failure arises from a CITY Curtailment.

(f) Sale and Purchase Prior to Project Separation Date.

(i) During the period from the Commencement Date through the Project Separation Date, SELLER shall supply from the Wind Project and sell to CITY at the Delivery Point (as more specifically described in Exhibit "B"), and CITY shall receive and purchase from SELLER

the CITY's Proportion of Energy (as determined in accordance with clause (a) thereof), at the then-applicable Fixed Rate.

(ii) During the period from the Commencement Date through the Project Separation Date, SELLER shall sell and CITY shall receive and purchase all Credits associated with the quantity of Energy purchased pursuant to Section 2(f)(i), at no additional charge or compensation therefor.

(iii) During the period from the Commencement Date through the Project Separation Date, title to and risk of loss related to the Purchased Energy and associated Credits shall transfer at the Delivery Point (as more specifically described in Exhibit "B").

(iv) During the period from the Commencement Date through the Project Separation Date, all amounts due and payable respecting the purchase and sale of Purchased Energy and associated Credits hereunder shall be determined as follows:

(A) The Total Amount for any Calculation Period shall equal an amount calculated as follows:

Total Amount = (Fixed Amount for such Calculation Period) – (Floating Amount for such Calculation Period)

(B) In the event that the Total Amount for such Calculation Period is positive, CITY shall pay SELLER such Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(C) In the event that the Total Amount for such Calculation Period is negative, SELLER shall pay CITY the absolute value of such Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(D) In the event that the Total Amount for such Calculation Period is zero, neither Party shall pay the other Party for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(g) Sale and Purchase After Commercial Model Change and Project Separation Date.

(i) Beginning on the day following the Project Separation Date, and throughout the remainder of the term of this Agreement, SELLER shall supply from the Wind Project and sell to CITY at the Delivery Point (as more specifically described in Exhibit "E"), and CITY shall receive and purchase from SELLER the CITY's Proportion of Energy (as determined in accordance with clause (b) thereof), at the then-applicable Fixed Rate.

(ii) Beginning on the day following the Project Separation Date, and throughout the remainder of the term of this Agreement, SELLER shall sell and CITY shall receive and purchase all Credits associated with the quantity of Energy purchased pursuant to Section 2(g)(i), at no additional charge or compensation therefor.

(iii) Beginning on the day following the Project Separation Date, title to and risk of loss related to the Purchased Energy and associated Credits shall transfer at the Delivery Point (as more specifically described in Exhibit "E").

(iv) Beginning on the day following the Project Separation Date, all amounts due and payable respecting the purchase and sale of Purchased Energy and associated Credits hereunder shall be determined as follows:

(A) The Total Amount for any Calculation Period shall equal an amount calculated as follows:

Total Amount = (Fixed Amount for such Calculation Period) – (Floating Amount for such Calculation Period)

(B) In the event that the Total Amount for such Calculation Period is positive, CITY shall pay SELLER such Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(C) In the event that the Total Amount for such Calculation Period is negative, SELLER shall pay CITY the absolute value of such Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(D) In the event that the Total Amount for such Calculation Period is zero, neither Party shall pay the other Party for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(h) Exceptions. CITY shall not be obligated to purchase Energy that cannot be delivered to the Delivery Point due to SELLER's failure to maintain the Wind Project's electrical connectivity to the Transmission System Operator's Interconnection Facilities, or other disruptions, breakdowns, electrical system failures and/or mechanical failures, maintenance or repair, including for reasons of Force Majeure, to the Wind Project substation and/or the Transmission System Operator's Transmission System; provided that such inability to deliver to the Delivery Point is not due, in whole or in part, to CITY's acts or omissions or its breach of, or default under, this Agreement or any delivery arrangements agreement between CITY and the Transmission System Operator. As between CITY and SELLER, SELLER shall not be entitled to recover from CITY any amounts for CITY's failure to purchase Energy under the circumstances described in the immediately preceding sentence; provided, however, that to the extent that such inability to deliver to the Delivery Point is due, in whole or in part, to CITY's acts or omissions or its breach of, or default under, this Agreement or any delivery arrangements agreement between CITY and the Transmission System Operator, CITY shall pay SELLER as liquidated damages an amount equal to the excess, if any, of (A) (1) the amount that would have been payable by CITY to SELLER hereunder if such Energy had been delivered and accepted by CITY plus (2) the amount of any payment or penalty (including but not limited to any negative RTLMP) that is due from SELLER to any third party as a result of the failure of such delivery and acceptance of such Energy by CITY *over* (B) the net amount, if any, that SELLER, using commercially reasonable efforts under the circumstances, actually realizes through remarketing of such Energy to Persons other than CITY. In

connection therewith, it is SELLER's responsibility to maintain at its own expense, the Wind Project's electrical connectivity to the Transmission System Operator's Interconnection Facilities.

(i) Renewable Energy Credits; Credits.

(i) CITY shall be entitled to all Credits resulting from the generation of Purchased Energy that is actually purchased by CITY pursuant to this Agreement to the extent such Credits may exist during the Term. CITY shall not be entitled to any Credits resulting from the generation of Energy that CITY, for any reason, does not accept and purchase under this Agreement. SELLER shall deliver to CITY only Credits that are resulting from the Wind Project.

(ii) Throughout the Term, to the extent necessary, SELLER shall assign to CITY all rights and authority necessary for CITY to register, hold, and manage such Credits in CITY's own name and to CITY'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 Credits, including without limitation M-RETS. SELLER shall execute and deliver to CITY on a quarterly basis or as required by M-RETS the attestation form attached hereto as Exhibit "C" ("Attestation Form") and/or such other documentation as may be required by M-RETS, verifying the assignment of Credits associated with Purchased Energy that is actually purchased by CITY pursuant to this Agreement. To the extent M-RETS or Applicable Law requires SELLER (as opposed to CITY) to apply for accreditation or verification of Credits from the Wind Project SELLER shall make commercially reasonable efforts to make such applications upon CITY's request and at SELLER's cost and expense. Upon request, SELLER shall provide CITY with an estimate of the cost and expense of such application prior to making such application.

(j) Ownership of Wind Project. Other than the right and obligation to buy Purchased Energy and Credits from Seller in accordance with the provisions of this Agreement, this Agreement shall not be interpreted to create any ownership or proprietary rights in the Wind Project in favor of CITY, and CITY hereby disclaims, any right, title or interest in any part of the Wind Project.

*2.2 **Fixed Rate Schedule.*** The "Fixed Rate" for any given Calculation Period for each MWh of Purchased Energy and associated Credits shall equal the rate set forth below for the period including such Calculation Period:

From the effective date of the Agreement through and including December 31, 2012	$42.50 MWh
January 1, 2013 through and including December 31, 2013	$43.50 MWh
January 1, 2014 through and including December 31, 2014	$44.50 MWh
January 1, 2015 through theend of the term	$45.00 MWh

2.3 Excess Energy

(a) SELLER shall have no obligation to make available or deliver to CITY any quantity of Energy: (i) that CITY is not obligated to accept under this Agreement; (ii) that CITY does not accept under this Agreement, including, without limitation, the exercise by CITY of its suspension rights pursuant to Section 3.3(b)(ii); or (iii) that SELLER is not obligated to deliver to CITY under this Agreement (collectively, "Excess Energy"). There shall be no penalty or other consequence to SELLER for failing to deliver Excess Energy to CITY. CITY acknowledges SELLER has the right to sell any Excess Energy to any Person other than CITY at any rate and upon any terms and conditions that SELLER may determine in its sole discretion without liability to CITY hereunder. CITY shall not take or attempt to take any Excess Energy unless SELLER has agreed to sell, and CITY has agreed in writing to purchase, any such Excess Energy; and except as may be provided in such written agreement, CITY shall have no claim, right or interest in such Excess Energy or in any amount that SELLER realizes from a sale of such Excess Energy.

(b) CITY shall have no obligation to accept delivery or any other obligation in connection with any quantity of Energy (including any associated Credits) that exceeds CITY's Proportion of Energy.

2.4 CITY's Failure to Accept Delivery of Energy.

(a) In the event that CITY fails or is unable to accept delivery of Energy as provided herein for any reason other than due to a Force Majeure Event that prevents such acceptance pursuant to Section 8.5 or the proper exercise by CITY of its suspension rights pursuant to Section 3.3(b)(ii), then CITY shall pay to SELLER as liquidated damages an amount equal to the excess, if any, of (i) (X) the amount that would have been payable by CITY to SELLER hereunder if such Energy had been accepted by CITY plus (Y) the amount of any payment or penalty (including but not limited to any negative RTLMP) that is due from SELLER to any third party as a result of CITY's failure to accept such Energy *over* (ii) the net amount, if any, that SELLER, using commercially reasonable efforts under the circumstances, actually realizes through remarketing of such Energy to Persons other than CITY. The damages provided in this Section 2.4(a) shall be the sole and exclusive remedy of SELLER for any failure of CITY to accept delivery of Energy that it is required to accept hereunder.

(b) For the purposes of this Section 2.4, SELLER's commercially reasonable efforts to remarket such Energy will include without limitation selling such Energy in the Energy Market.

2.5 SELLER's Failure to Deliver Energy.

(a) Subject to Section 2.3, in the event that SELLER fails to deliver to CITY at the Delivery Point the Energy actually generated by the Wind Project and available for delivery to the Delivery Point for any reason other than a Force Majeure event that prevents delivery to CITY pursuant to Section 8.5 or the proper exercise by SELLER of its suspension rights pursuant to Section 3.3(b)(ii), then SELLER shall pay to CITY as liquidated damages an amount equal to the greater of:

(i) the excess, if any, of (A) SELLER's proceeds of sale of such Energy and associated Credits, in the event that SELLER sells such Energy (including any sales into the Energy Market) over (B) the product of such Energy and the then-applicable Fixed Rate; and

(ii) the sum of (A) the excess, if any, of (1) the product of such Energy and the then-applicable RTLMP (or the then applicable price CITY would receive for its re-sale of such Energy as CITY can reasonably demonstrate) over (2) the product of such Energy and the then-applicable Fixed Rate; plus (B) the product of (1) an amount of Credits of a type substantially equivalent to those that would have been associated with such Energy, as reasonably determined by CITY, and (2) the market price for such type and amount of Credits, as reasonably determined by CITY; plus (C) the sum of any imbalance charges and MISO penalties assessed to CITY solely as a result of SELLER's failure to deliver such Energy.

Subject to the termination rights set forth in Section 3.3, the damages provided in this Section 2.5(a) shall be the sole and exclusive remedy of CITY for any failure of SELLER to deliver Energy actually generated by the Wind Project and associated Credits to CITY.

(b) No later than the tenth (10th) Day of the first month of each quarter following any quarter in which SELLER owes liquidated damages to CITY pursuant to Section 2.5(a), CITY shall deliver to SELLER an invoice showing the amounts owed by SELLER pursuant to Section 2.5(a) above and a description, in reasonable detail, of the calculation of damages resulting from SELLER's failure to deliver Purchased Energy. In the event actual damages are not available, CITY shall reasonably estimate the damages and provide a true up calculation to SELLER as soon as practicable and, unless SELLER provides CITY with written notice of its objection to any such damages amounts within ten (10) Business Days of receipt of notice thereof from CITY, SELLER shall credit any invoice SELLER receives from CITY against the amounts owed by CITY to SELLER. In the event SELLER provides CITY with a written objection notice described above, such Dispute will be resolved in accordance with Section 2.7(b).

*2.6 **SELLER Offsets, Allowances and Credits.*** SELLER shall be entitled to all (i) federal and state production tax credits, investment tax credits and any other tax credits which are or will be generated by the Wind Project, (ii) cash payments or outright grants of money relating in any way to the Wind Project, or the generation of the Credits, and (iii) Credits that the CITY is not entitled to pursuant to the provisions of Section 2.1(i). CITY acknowledges that SELLER has the right to sell any Credits to which SELLER is entitled pursuant to this Section 2.6 to any Person other than CITY at any rate and upon any terms and conditions that SELLER may determine in its sole discretion without liability to CITY hereunder. CITY shall have no claim, right or interest in such SELLER's Credits or in any amount that SELLER realized from the sale of such SELLER's Credits.

*2.7 **Billing and Payment.*** Billing and payment for Purchased Energy sold to and purchased by CITY under this Agreement and any other amounts due and payable hereunder shall be as follows:

(a) Commencing on the Commencement Date and continuing throughout the remainder of the Term, SELLER shall calculate the amount of Purchased Energy from recordings produced by the Meter(s) for the Wind Project subject to Article 4 and the amount of Curtailed

Energy for which CITY is obligated to compensate SELLER pursuant hereto, following the last Day of each calendar month and on the last Day of the Term, if not the last day of the month. No later than the fifth (5th) Day of each calendar month, SELLER shall deliver to CITY an electronic invoice showing:

(i) the amount of Purchased Energy delivered to the Delivery Point by SELLER during the preceding calendar month (or in the case of the final year of the Term, the last calendar month or portion thereof of the Term);

(ii) the amount of Curtailed Energy during the preceding calendar month (or in the case of the final year of the Term, the last calendar month or portion of the Term) for which CITY is obligated to compensate SELLER pursuant hereto;

(iii) SELLER's computation of the Fixed Amount for such preceding calendar month;

(iv) the Floating Price for each hour during such preceding calendar month;

(v) SELLER's computation of Floating Amount during such preceding calendar month;

(vi) SELLER's computation of the Total Amount for such preceding calendar month;

(vii) the Total Amount payable by CITY to SELLER, in the event that the Total Amount for such preceding calendar month is greater than zero;

(viii) the absolute value of the Total Amount payable by SELLER to CITY, in the event that the Total Amount for such preceding calendar month is less than zero;

(ix) no Total Amount payable by either Party, in the event that the Total Amount is equal to zero; and

(x) any other amounts owed by one Party to the other Party pursuant to this Agreement.

Not more than fifteen (15) Days after receipt of each timely delivered invoice (unless such Day is not a Business Day, in which case such payment shall be due on the next succeeding Business Day), CITY shall pay to SELLER, by electronic funds transfer of immediately available funds to an account specified in writing by SELLER or by any other means agreed to by the Parties in writing from time to time, the undisputed amount set forth as due in such invoice. In the event that the invoice is delivered after the fifth (5th) Day of the calendar month, CITY shall have forty-five (45) Days after receipt of such invoice (unless such Day is not a Business Day, in which case such payment shall be due on the next succeeding Business Day), to pay to SELLER the undisputed amount set forth as due in such invoice. In the event that after delivery of the invoice for any given calendar month, MISO publishes any revised RTLMP for any hour in such calendar month, the

amounts provided for above in clauses (iv) through (ix) shall be adjusted as applicable and any such adjustment shall be accounted for in the invoice for the next succeeding calendar month.

(b) Within two (2) years after receipt of any invoice, either Party may provide written notice to the other Party of any alleged error therein and the Parties shall meet, by telephone conference call or otherwise within ten (10) Days of the other Party's receipt of such notice, for the purpose of attempting to resolve the Dispute. If CITY in good faith disputes any portion of the charges contained in an invoice, CITY will pay the undisputed portion and may withhold the disputed portion of the invoice in accordance with Section 2.7(c). If the Parties are unable to resolve the Dispute within thirty (30) Days after such initial meeting, then either Party may proceed to seek any remedy that may be available to such Party at law or in equity.

(c) Except as otherwise provided in this Agreement, all payments hereunder shall be made without set-off or deduction. If CITY in good faith disputes an invoice, CITY shall provide SELLER with a written explanation specifying in detail the basis for the dispute, and CITY shall pay the undisputed portion of the invoice in accordance with these payment terms. Disputed portions of SELLER's invoice shall be due and payable no later than thirty (30) days after resolution of the dispute. Payments of disputed amounts shall in no way waive CITY's right to contest charges. Any payment not made by the date required by this Agreement shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received at an annual rate equal to the Interest Rate then in effect plus two percent (2%), but in no event shall such interest exceed the maximum interest rate permitted by Applicable Law ("Late Payment Rate"). If, as a result of a Dispute settled in favor of CITY, a refund is owed to CITY, then the amount of the overpayment shall bear interest from the date on which such payment was made by CITY through and including the date that the overpayment is refunded by SELLER at an annual rate equal to the Late Payment Rate.

(d) Statements or invoices shall be sent to CITY by electronic mail to the electronic mail address designated in Section 8.4. CITY may change the electronic mail address by providing written notice to SELLER.

(e) To the extent that at the end of the Term, after offsetting all amounts owed by CITY to SELLER, SELLER owes any amount to CITY, SELLER shall pay such amount to CITY within thirty (30) days after the expiration of the Term.

2.8 Title and Risk of Loss. Title to and risk of loss with respect to Purchased Energy and associated Credits delivered to CITY by SELLER in accordance with this Agreement shall pass from SELLER to CITY when the same is delivered by SELLER for the benefit of CITY at the Delivery Point. Until title passes, SELLER shall be deemed in exclusive control of the same and shall be responsible for any damage or injury caused thereby. After title to the Energy passes from SELLER to CITY, SELLER shall no longer be in control of same, shall have no further obligations with respect thereto, and shall not be responsible for any damage or injury caused thereby. SELLER warrants that it will deliver to CITY the Purchased Energy and associated Credits free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to or at the Delivery Point.

2.9 Curtailment and Outages.

(a) Notwithstanding any other provision of this Agreement to the contrary, SELLER may curtail deliveries of Energy if and for so long as SELLER reasonably believes that curtailment is necessary:

(i) For a Planned Outage;

(ii) To construct, install, maintain, repair, replace, remove or inspect any of its equipment or facilities that is not for a Planned Outage; or

(iii) In connection with a condition likely to result in significant damage to SELLER's equipment or if SELLER otherwise deems such curtailment necessary to protect life or property that is not for a Planned Outage.

(b) SELLER shall curtail deliveries of Energy from the Wind Project if instructed or otherwise required to do so by (i) Transmission Service Provider, Transmission System Operator or Transmission Owner during a System Curtailment Period, or if otherwise required to do so by Transmission Service Provider, Transmission System Operator or Transmission Owner, in either case, subject to the terms and conditions of that certain Shared Facilities Agreement, dated as of December 10, 2009, among SELLER, Crystal Lake Wind, LLC and Crystal Lake Wind II, LLC or (ii) by CITY pursuant to Section 2.9(d) or (e).

(c) SELLER may curtail deliveries of Energy in the event that SELLER is unable to deliver such Energy due to a Force Majeure event but only for so long and only to the extent necessitated by such Force Majeure event.

(d) SELLER shall curtail deliveries of Energy from the Wind Project in the event that CITY, the Transmission Owner, or the Transmission System Operator instructs or otherwise requires that SELLER curtail deliveries of Energy.

(e) In the event CITY exercises any CITY Curtailment Right, SELLER shall use commercially reasonable efforts to mitigate any charges, fees and penalties arising from such curtailment, including but not limited to any imbalance charges assessed by the Transmission Owner or the Transmission System Operator. Notwithstanding such efforts, CITY shall be responsible for any such charges, fees and penalties and shall hold SELLER harmless and indemnify SELLER for any such charges, fees and penalties paid by SELLER with respect thereto.

(f) Any amounts due and payable with respect to curtailments pursuant to this Section 2.9 or otherwise shall be determined in accordance with Sections 2.1(f) and (g).

2.10 Curtailment Notification Requirements

Using Good Utility Industry Practices, the Parties shall provide timely notice to each other of information that may impact the Wind Project and the Energy and shall notify each other of any curtailment of Energy in a timely manner. The Parties shall also provide access to information reasonably necessary to perform the terms of this Agreement, including information reasonably

necessary to verify SELLER's determination of Curtailed Energy for any full or partial Calculation Period.

(a) To the extent SELLER has knowledge of the curtailment of the delivery of Energy, SELLER shall provide notice of such curtailment to CITY as soon as reasonably practicable.

(b) SELLER is responsible for securing Transmission Owner, Transmission System Operator, and Transmission Service Provider approvals for Wind Project outages, including securing changes in its outage schedules when Transmission Service Provider disapproves SELLER's schedules or cancels previously approved outages. SELLER shall communicate any Transmission Owner, Transmission System Operator, or Transmission Service Provider-required changes to CITY in a timely manner.

2.11 Transmission.

(a) SELLER shall be responsible for presenting to and receiving the Transmission Owner and the Transmission System Operator's direction with respect to and/or approval of the Wind Project interconnection requirements and facilities so that SELLER can perform its Energy deliveries hereunder in accordance with applicable Transmission Owner's and Transmission System Operator's requirements. CITY shall be responsible for arranging for all transmission services required to effectuate CITY's purchase of Purchased Energy from the Delivery Point, and shall be responsible for the payment of any charges related to such transmission services hereunder, including, without limitation, charges for transmission or wheeling services, ancillary services, imbalance, control area services, congestion charges, location marginal pricing differentials, transaction charges and line losses. The Parties acknowledge that such charges for such transmission services, if any, shall be paid by CITY.

(b) In the event that: (i) MISO (or any other properly authorized Person exercising control over the Transmission Owner's or the Transmission System Operator's transmission system) takes any action or orders CITY or SELLER to take any action (not arising from SELLER's failure to comply with Applicable Law or Good Utility Industry Practice) that affects CITY's ability to take delivery of Purchased Energy hereunder, then CITY shall use commercially reasonable efforts (at its own cost and expense) to mitigate the adverse effects of such action(s) on CITY's ability to perform its obligations hereunder, or (ii) MISO (or any other properly authorized Person exercising control over the Transmission Owner's or the Transmission System Operator's transmission system) takes any action or orders CITY or SELLER to take any action (not arising from CITY's failure to comply with Applicable Law or Good Utility Industry Practice) that affects SELLER's ability to deliver Purchased Energy hereunder, then SELLER shall use commercially reasonable efforts (at its own cost and expense) to mitigate the adverse effects of such action(s) on SELLER's ability to perform its obligations hereunder. The Parties acknowledge that upon such order to curtail transmission service it may be difficult or impossible for the Parties to mitigate the adverse affects of such action(s).

2.12 Scheduling and Energy Market Settlement.

(a) Scheduling. SELLER (or SELLER's agent with CITY's written consent, which consent shall not be unreasonably withheld, delayed or conditioned) shall be CITY's Market Participant and shall be responsible for the scheduling of all Purchased Energy during the Term, including, without limitation, arranging any Open Access Same Time Information Systems (OASIS), tagging, transmission scheduling or similar protocols with the Transmission System Operator or any other Persons. SELLER, as CITY's Market Participant, shall be responsible for the payment of all charges associated with such scheduling activities, except as provided in Section 2.9(e) or otherwise expressly provided in this Agreement, including, without limitation, any imbalance charges. SELLER recognizes that the Wind Project is registered as a "Dispatchable Intermittent Resource" with MISO, and SELLER (or SELLER's agent), as CITY's Market Participant, shall be subject to the scheduling requirements associated with a MISO Dispatchable Intermittent Resource. SELLER (or SELLER's agent), as CITY's Market Participant, shall offer all Purchased Energy into the Energy Market utilizing the real-time offer price provided by CITY, which offer price shall be provided at least [two (2) hours] prior to the applicable deadline for real-time offers in the Energy Market. The real-time offer submitted by SELLER to the Transmission System Operator shall reflect CITY's offer price. CITY will have the right to review and audit SELLER's real-time offers for compliance with CITY's instruction. If CITY does not provide the real-time offer as provided by this paragraph, SELLER will submit the real-time offer using an offer of zero dollars ($0) per MWh.

(b) Energy Market Settlement. SELLER, as CITY's Market Participant, shall be responsible for the Energy Market settlement of all Purchased Energy during the Term; including all costs and benefits associated therewith. Prior to the Project Separation Date, the Commercial Pricing Node shall remain registered in the name of SELLER. SELLER shall remain responsible for any market settlement charges related to any activities prior to the Commencement Date, including but not limited to any back-dated charges applied by MISO, even if these charges are not known until after the Commencement Date.

2.13 Sales for Resale. All Purchased Energy delivered to CITY hereunder shall be sales for resale. CITY shall provide SELLER with any documentation reasonably requested by SELLER to evidence that CITY is exempt from sales tax in connection with its purchase of Energy under this Agreement.

2.14 Business Operating Rules. SELLER and CITY will endeavor to develop written operating procedures ("Business Operating Rules") before the Commencement Date, which Business Operating Rules shall only be effective if made by mutual written agreement of SELLER and CITY. The Parties agree that the Business Operating Rules will cover the protocol under which the Parties will perform their respective obligations under this Agreement and will include, but will not be limited to, rules and procedures concerning the following: (a) the method of day-to-day communications and reporting; (b) key personnel lists for SELLER and CITY; (c) reasonable coordination regarding the timing of scheduled maintenance and Planned Outages; (d) reporting of scheduled maintenance, Planned Outages and Forced Outages of the Wind Project, (e) reporting of curtailment periods; (f) ongoing reporting of projected capacity reductions due to Planned Outages, Forced Outages and any other curtailments reasonably foreseeable by SELLER; (g) the

establishment of the Wind Project's power curve; and (h) regular analysis of historical performance data of the Wind Project for the purpose of revising the Wind Project's power curve.

2.15 Transmission Credits. SELLER shall be entitled to all Transmission Credits resulting from Network Upgrades undertaken in connection with the Wind Project ("Project Transmission Credits"). CITY shall reasonably cooperate with SELLER in order to provide any certificates, documents or other items reasonably required to grant all rights to such Project Transmission Credits to SELLER. In no event will CITY have any obligation or liability for Network Upgrades, as defined in and as required in accordance with the Interconnection Agreement as amended or supplemented from time to time, or otherwise required by or of SELLER for reasons unrelated to CITY.

ARTICLE 3
TERM, CONDITIONS PRECEDENT, TERMINATION AND DEFAULTS

3.1 Term. The "Term" of this Agreement shall commence at 00:00 hours on February 11, 2012 (the "Commencement Date") and shall continue until the date that is twenty (20) years following the Commencement Date, unless sooner terminated in accordance with the terms hereof.

3.2 Regulatory Approvals. Following execution of this Agreement by both Parties, each Party shall promptly seek to obtain all licenses, permits and approvals necessary to perform its obligations hereunder, if any.

3.3 Defaults and Remedies.

(a) Each of the following shall constitute an "Event of Default" hereunder:

(i) A failure by a Party to pay any amount due hereunder, where such failure is not cured within thirty (30) Days after written notice from the other Party of such failure to pay; or

(ii) SELLER's failure to comply with the material requirements of Section 2.1(b); or

(iii) Either Party has (a) commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) failed, or admitted in writing its inability generally, to pay its debts as such debts become due, (c) made a general assignment for the benefit of creditors, (d) been adjudicated bankrupt or has filed a petition or an answer seeking an arrangement with creditors, (e) taken advantage of any insolvency law or shall have submitted an answer admitting the material allegations of a petition in bankruptcy or insolvency proceeding, (f) become subject to an order, judgment or decree for relief, entered in an involuntary case, without the application, approval or consent of such Party any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive Days, (g) filed a voluntary petition in bankruptcy,

(h) failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) Days of the filing thereof, or (i) become subject to an order for relief under the provisions of the United States Bankruptcy Act, 11 U.S.C. § 301; or

(iv) Any Party's actual fraud or other material misconduct in connection with this Agreement or the performance of its obligations under this Agreement; or

(v) Any other default that has a material adverse effect on the non-defaulting Party if such default has not been cured by the defaulting Party within thirty (30) Days after receiving written notice from the non-defaulting Party setting forth, in reasonable detail, the nature of such default and its impact on the non-defaulting Party; provided, however, that, in the case of any such default that is not reasonably capable of being cured within the 30-Day cure period, the defaulting Party shall have additional time as necessary to cure the default if it commences to cure the default within such 30-Day cure period and it diligently and continuously pursues such cure.

(b) Subject to the provisions of Section 3.3(a), upon the occurrence of an Event of Default by a Party, the non-defaulting Party shall have the following rights:

(i) Subject to the provisions of Section 3.3(d), to terminate this Agreement by providing at least sixty (60) Days prior written notice to the other Party of its intent to exercise its termination rights, unless such Event of Default is cured prior to the date of termination;

(ii) To suspend performance of its obligations and duties hereunder immediately upon delivering written notice to the defaulting Party of its intent to exercise its suspension rights; and

(iii) To pursue any other remedy given under this Agreement or now or hereafter existing at law or in equity or otherwise.

(c) Notwithstanding the foregoing, (i) CITY may not terminate this Agreement on account of a default by SELLER pursuant to Section 3.3(a)(v) unless such default results in (A) the delivery by SELLER of Purchased Energy and Credits that SELLER is obligated to deliver to CITY hereunder to a Person other than CITY, (B) the delivery by SELLER to CITY under this Agreement of energy that was not generated by the Wind Project, or (C) the delivery by SELLER to CITY under this Agreement Credits that are not associated with the Purchased Energy, and (ii) CITY shall not exercise its remedies hereunder unless and until all of the requirements of Section 3.3(d) have been satisfied with respect to any Lenders.

(d) Notwithstanding the foregoing provisions of this Section 3.3, in the case of an Event of Default by SELLER, CITY shall provide the Lenders (if any that SELLER has informed CITY of) with notice (to such Lender address as SELLER has provided in writing to CITY) of such Event of Default and the Lenders shall have the right (but not the obligation) for sixty (60) Days after receipt of such notice either to cure the Event of Default on behalf of SELLER, or, upon payment to CITY of amounts due from SELLER but not paid by SELLER, to assume, or cause its designee or a lessee or purchaser of the Wind Project, to assume, all of the rights and obligations of

SELLER under this Agreement arising after the date of such assumption as more fully described in Section 8.2.

(e) Notwithstanding the foregoing, the Parties acknowledge and agree that if this Agreement is terminated due to an Event of Default by either Party, the actual or direct damages incurred by the non-defaulting Party shall include:

(i) in the case of a termination by SELLER due to an Event of Default by CITY, the net present value (discounted, calculated in each Calculation Year, at a rate equal to the Termination Discount Rate applicable to the number of years from the date of termination to the end of such Calculation Year), of the difference, if positive, between (x) the amount that CITY would have been required to pay to SELLER pursuant to this Agreement for delivery of all Purchased Energy that would have been delivered by SELLER hereunder during the remainder of the Term (absent termination of this Agreement and based on an assumption as to the amount thereof calculated using reasonable projections) and (y) the net amount, if any, payable to SELLER by a third party pursuant to any replacement power sales arrangement that SELLER using commercially reasonable efforts under the circumstances enters into for the sale of such Purchased Energy, and

(ii) in the case of a termination by CITY due to an Event of Default by SELLER, the net present value (discounted, calculated in each Calculation Year, at a rate equal to the Termination Discount Rate applicable to the number of years from the date of termination to the end of such Calculation Year), of the difference, if positive, between (x) the amount that CITY would be obligated to pay to a third party pursuant to any replacement commercially reasonable power purchase agreement that CITY would enter into for wind generated Purchased Energy and Credits that would have been delivered by SELLER hereunder during the remainder of the Term (absent termination of this Agreement and based on an assumption as to the amount thereof calculated using reasonable projections) plus CITY's reasonable costs to obtain a replacement bid and (y) the amount that CITY would have been required to pay to SELLER pursuant to this Agreement for such Purchased Energy, and Credits.

(iii) The damages provided in this Section 3.3(e) shall be the sole and exclusive remedy of each Party as a result of the termination of this Agreement due to an Event of Default by the other Party. Nothing in this Section 3.3 obligates the CITY to enter into a contract for replacement Energy in the event of a SELLER's default.

(f) Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance hereof. "Commercially reasonable efforts" by SELLER shall require SELLER to use commercially reasonable efforts to maximize the price for energy received by SELLER from third parties.

3.4 Performance Assurance.

(a) If at any time there shall occur a CITY Downgrade Event, written notice shall be provided by SELLER requesting Performance Assurance as determined by the SELLER. Upon receipt of such notice, the CITY shall have thirty (30) Business Days to remedy the situation by

providing such Performance Assurance to the SELLER. In the event that the CITY fails to provide such Performance Assurance or other credit assurance acceptable to the SELLER within thirty (30) Business Days of receipt of notice, then an Event of Default will be deemed to have occurred and the SELLER will be entitled to the remedies set forth in Article 3 of this Agreement.

(b) Any letter of credit provided pursuant to this Agreement must be issued by a U.S. commercial bank, financial institution or a foreign bank with a U.S. branch with such bank with an unsecured, long-term credit rating of at least A- from S&P and a similar rating of at least A3 from Moody's, must be in a form acceptable to the issuing bank and SELLER, and must contain customary and commercially reasonable terms acceptable to SELLER. If the issuer of the letter of credit fails to maintain an unsecured, long-term credit rating of at least A- from S&P and a similar rating of at least A3 from Moody's (i) CITY shall notify SELLER thereof as soon as practicable thereafter and (ii) CITY shall have ten (10) Business Days after receipt of written request therefor by SELLER to replace such Letter of Credit with another letter of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having an unsecured, long-term credit rating of at least A- from S&P and a similar rating of at least A3 from Moody's, in a form acceptable to the issuing bank and SELLER, and containing customary and commercially reasonable terms acceptable to SELLER . Costs of a letter of credit shall be borne by CITY. Upon receipt of any replacement letter of credit by SELLER, SELLER shall as soon reasonably practical return the replaced letter of credit to the CITY.

3.5 Nature of CITY's obligation.

The obligations of CITY under this Agreement, which require the expenditure of funds, shall be conditional obligations, subject to the availability of funds appropriated for those purposes and payable out of the revenues received from the sale of electricity to CITY's retail customers, only when earned by or due SELLER in accordance with the provisions of this Agreement and shall not be construed to be general obligations of the City of Columbia or a debt of the City of Columbia within the meaning of the Constitution and the Law of the State of Missouri. CITY shall take reasonable steps to establish and maintain in effect a schedule of rates and charges that are expected to generate sufficient revenues to cover all of the costs CITY incurs to supply electricity to its customers, including but not limited to, the cost of procuring supply electricity to its customers under this Agreement. If, at any time, SELLER believes in good faith, based on an analysis that is reasonable under the circumstances that CITY's schedule of rates and charges will not generate sufficient revenues to cover all of the costs CITY expects to incur to supply electricity to its customers, including but not limited to the cost of procuring Energy under this Agreement, then SELLER has the right to request, in writing, adequate assurance in an amount to be determined in a commercially reasonable manner. Upon receipt of such written notice, CITY shall have ten (10) Business Days to respond to such request by providing such adequate assurance.

3.6 Source of CITY's Payments.

The obligation of the CITY to make payments to the SELLER under the terms of this Agreement shall be limited to the obligation to make payments from the revenues of the CITY's electric utility system and available electric utility system reserves. All payments made by the CITY pursuant to this Agreement shall constitute the operation and maintenance expenses of its electric

utility system. The CITY shall not be obligated to levy any taxes, general or special, for the purpose of paying to the SELLER any sum due under this Agreement.

ARTICLE 4
DATA, METERING AND MEASUREMENT

4.1 Metering Equipment.

(a) SELLER:

(i) Shall provide and maintain, at its cost, appropriate utility grade Meters and associated measuring and recording equipment that adhere to all applicable NEMA and ANSI standards that are necessary to permit an accurate determination of the quantities of the hourly Purchased Energy delivered under this Agreement;

(ii) Shall provide and maintain, at its cost, appropriate utility grade meters and associated measuring, recording, and communication equipment that adhere to all applicable MISO standards to qualify the Wind Project as a dispatchable intermittent renewable resource under MISO, or any other MISO requirements to qualify the Wind Project as a renewable resource under MISO;

(iii) Shall exercise reasonable care in the maintenance and operation of any such Meters and equipment so as to assure to the maximum extent reasonably practicable an accurate determination of the quantities of the hourly Purchased Energy delivered under this Agreement. SELLER's Primary Meter shall be located at the Delivery Point or on SELLER's side of the Delivery Point (with an adjustment for losses). Except as provided in Section 4.2, SELLER's Primary Meter shall be used for quantity measurements under this Agreement;

(iv) May install and operate at the Wind Projectcheck meters to measure Purchased Energy ("SELLER's Check Meters");

(v) Shall install, or cause to be installed, meters separate and distinct from the Meters for measuring any electric energy generated by SELLER or its Affiliates not constituting Energy, and SELLER shall ensure that Meters are used only to measure electric energy associated with the Wind Project, as defined on the Effective Date of the Agreement; and

(vi) SELLER shall comply with Good Utility Industry Practices and laws, and shall ensure that the Meters installed to effectuate the physical separation and separate metering, of a portion of the Wind Project comprised of only the Specified Turbines shall satisfy the provisions of Section 4.1 (a)(i)-(v).

(b) CITY may, at CITY's option and its sole cost and expense, install and operate at the Wind Project: (i) check meters to measure Purchased Energy ("CITY's Check Meters") and (ii) measuring equipment to measure and record meteorological data and wind data. SELLER shall

allow CITY, at CITY's expense and election, to install, connect, maintain, and operate data acquisition and communication equipment at the Site to obtain real time electronic meter and power measurement data for the purpose of verifying the amount of Purchased Energy delivered to the Delivery Point; provided that such data acquisition and communication equipment is installed in a location and manner agreed to by the Parties.

4.2 Measurement of Purchased Energy.

(a) Readings of SELLER's Primary Meter shall be conclusive as to the amount of Purchased Energy delivered to CITY hereunder; provided, however, that in the event, and for so long as, the SELLER's Primary Meter is out of service or is determined, pursuant to Section 4.3, to be registering inaccurately, measurement of Purchased Energy delivered hereunder shall be determined by:

(i) SELLER's Designated Check Meter, if installed; or

(ii) In the event that SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, CITY's Designated Check Meter if installed; or

(iii) In the event that (A) SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately and (B) CITY's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, the Interconnection Provider Meter; or

(iv) In the event that (A) SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, (B) CITY's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately and (C) Interconnection Provider Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, by making a mathematical calculation using the formula found in the definition of " Curtailed Energy" in Section 1.1 above; or

(v) In the event that (A) SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, (B) CITY's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, (C) Interconnection Provider Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately and (D) the Parties reasonably determine that the mathematical calculation using the formula found in the definition of "Curtailed Energy" in Section 1.1 above is not reliable as to the period over which SELLER's Primary Meter was out of service or registering inaccurately, the Parties shall promptly meet and negotiate in good faith a method for determining Purchased Energy that is fair and reasonable in the circumstances.

4.3 Testing and Correction.

(a) The accuracy of the of SELLER's Primary Meter and the SELLER's Designated Check Meter, if installed, shall be tested and verified by SELLER, or designated Agent, at least annually, at SELLER's cost and expense.

(b) The accuracy of the CITY's Designated Check Meter, if installed shall be tested and verified by CITY or designated Agent, at least annually, at CITY's cost and expense.

(c) Each Meter shall be accurate within a 0.3% variance.

(d) If, for any reason at any time during the Term, either Party disputes a Meter's accuracy or condition:

(i) The Party disputing the Meter's accuracy shall notify the other Party in writing;

(ii) The Party receiving such notice shall, within five (5) Days after receiving such notice, advise the other Party in writing as to its position concerning the Meter's accuracy and reasons for taking such position;

(iii) If the Parties mutually and reasonably determine that the Meter is registering outside the 0.3% variance provided for in paragraph (c) above, then such Meter shall be deemed to be registering inaccurately for purposes of Section 4.2 (a);

(iv) If, within fifteen (15) Days after receipt of the notice required by clause (ii) above with respect to a given Meter, the Parties are unable to mutually agree, through reasonable negotiations, on the accuracy or condition of such Meter, then either Party may submit such Dispute to an unaffiliated third-party certified meter testing company mutually acceptable to the Parties to test the Meter, and SELLER shall provide (or in the case of the Interconnection Provider Meter, SELLER shall use commercially reasonable efforts to cause the owner and/or operator of such Meter to provide) such third party reasonable access to the Wind Project for purposes of testing such Meter;

(v) Following the third-party testing of a Meter provided for in Section 4.3(d)(iv), should such Meter (including but not limited to the Interconnection Provider Meter) be found (in a report distributed to both Parties) to be registering within the permitted 0.3% variance, the disputing Party shall bear the cost of inspection and such Meter shall be deemed accurate for the purposes of calculating the Purchased Energy pursuant to Section 4.2;

(vi) Following the third-party testing of a Meter provided for in Section 4.3(d)(iv), should such Meter (including but not limited to the Interconnection Provider Meter) be found (in a report distributed to both Parties) to be registering outside the permitted 0.3% variance, the non-disputing Party shall bear the cost of inspection and such Meter shall be deemed not accurate for the purpose of calculating the Purchased Energy pursuant to Section 4.2;

(vii) Any repair or replacement of a Meter owned by SELLER shall be made at the expense of the SELLER as soon as practicable, based on the third-party testing

company's report. Any repair or replacement of a Meter owned by CITY shall be made at the expense of the CITY as soon as practicable, based on the third-party testing company's report; and

(viii) In event that the Parties mutually and reasonably determined that the Interconnection Provider Meter is registering outside the 0.3% variance provided for in paragraph (c) above, SELLER shall use commercially reasonable efforts to have such Meter tested further and repaired to correct such variance.

(e) If, upon testing, any of the Meters used to determine the amount of Purchased Energy is found to be in error by more than the permitted 0.3% variance, the payments for Purchased Energy made since the previous test of such Meter shall be adjusted to correspond to the corrected measurements, pursuant to Section 4.2. If the difference of the payments actually made by CITY minus the adjusted payment is a positive number, SELLER shall credit the difference to CITY on the next invoice issued by SELLER. If the difference is a negative number, CITY shall pay the difference to SELLER on the next invoice issued by SELLER. In either case, the Party paying or crediting such difference shall also pay or credit, as applicable, interest at the Interest Rate from the last date on which such Meter was tested and found to be accurate (but not to exceed six (6) months prior to the testing date) to the date that such Meter is adjusted to record properly and such payment or credit (including such interest) shall be made in accordance with Section 2.7.

4.4 Meter Data and Records.

(a) SELLER will use commercially reasonable efforts to obtain rights from Transmission Owner, on behalf of the CITY, to real time electronic meter and power measurement data for the purpose of verifying the amount of Purchased Energy delivered to the Delivery Point.

(b) SELLER shall provide CITY a report on the day immediately following the day that such data becomes available to SELLER, indicating SELLER's hourly delivery of Energy to Delivery Point for the prior day. SELLER's report of hourly Energy delivery shall be sent by either: (i) a file attached to an e-mail sent to CITY; (ii) a secure FTP site to which CITY is granted access; or (iii) other method mutually acceptable to the Parties. Such file shall use comma separated value (CSV) format, or such other mutually acceptable format.

(c) SELLER, on CITY's behalf, shall be responsible for all costs and responsibilities associated with submitting Meter data related to the Purchased Energy to the Energy Market.

(d) CITY or its agent shall have the right to be present whenever SELLER reads, cleans, changes, repairs, inspects, tests, calibrates, or adjusts any of SELLER's equipment used in measuring or checking the measurement of the amount of Energy delivered to the Delivery Point. SELLER shall give at least two (2) weeks notice to CITY in advance of calibrating the meters, and three (3) days notice to CITY in advance of taking other action that would materially affect the accuracy of the meter unless Good Utility Industry necessitate executing such action upon shorter notice or unless otherwise mutually agreed by SELLER and CITY. The records from the measuring equipment shall remain the property of SELLER, but, upon request, SELLER shall submit to CITY its records and charts, together with calculations therefrom, for inspection, verification and copying,

subject to return within ten (10) Days after receipt thereof. SELLER agrees to retain such records for not less than twenty-four (24) months after the expiration or termination of this Agreement.

(e) Seller shall provide CITY with its estimate of Energy generated by the Wind Project for the previous day on a daily basis via "File Transfer Protocol" or automated email, unless the Parties agree otherwise. Actual Energy generated by the Wind Project shall be finalized in the monthly invoice.

4.5 Wind Data And Other Records/Data. SELLER shall provide CITY access to a wind forecast and other information, data, documentation, and records reasonably related to the Wind Project. Measuring equipment is installed at the Wind Project, which has the capability of measuring and recording wind data 24 hours per day. CITY shall have the right, upon request to audit the wind data for the period of six hours prior to, during, and six hours after, the event which caused the necessity to calculate Curtailed Energy; provided that CITY shall hold all such data confidential pursuant to the terms of this Agreement.

ARTICLE 5
REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 SELLER's Representations and Warranties.

(a) SELLER represents and warrants as follows:

(i) SELLER is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Delaware, and authorized to conduct business in Iowa;

(ii) SELLER has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

(iii) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by SELLER with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval (except for those approvals set forth in Sections 3.2 and 7.1 and approval by its board of directors (or equivalent governing body)) that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of SELLER or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which SELLER is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(iv) With the exception of the actions set forth in Sections 3.2 and 7.1 and approval by its board of directors (or equivalent governing body), SELLER has taken all such action

as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

(v) There are no bankruptcy, insolvency, reorganization or receiverships pending or being contemplated by SELLER or SELLER's parent, or to its knowledge threatened against SELLER;

(vi) To the SELLER's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect SELLER's ability to perform its obligations under this Agreement; and

(vii) This Agreement is a legal, valid and binding obligation of SELLER enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's right or by the exercise of judicial discretion in accordance with general principles of equity.

5.2 CITY's Representations and Warranties.

(a) CITY represents and warrants as follows:

(i) CITY is a municipality, duly organized, validly existing, and in good standing under the laws of the State of Missouri;

(ii) CITY has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

(iii) CITY has taken all action required by Applicable Law in order to approve, execute and deliver this Agreement;

(iv) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by CITY with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval (except for those approvals set forth in Section 7.3) that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of CITY or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which CITY is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(v) With the exception of the actions set forth in Section 7.3, CITY has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

(vi) There are no bankruptcy, insolvency, reorganization or receiverships pending or being contemplated by CITY, or to its knowledge threatened against CITY;

(vii) To the CITY's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect CITY's ability to perform its obligations under this Agreement; and

(viii) This Agreement is a legal, valid and binding obligation of CITY enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.

*5.3 **SELLER's Covenants**.* SELLER covenants that (a) from the Commencement Date through the expiration or termination of this Agreement, (i) the Wind Project shall be owned, operated and maintained by SELLER or permitted assignee in accordance with this Agreement, Good Utility Industry Operating Practices and Applicable Laws and (ii) SELLER shall use Good Utility Industry Operating Practices and best efforts to maintain an aggregate capacity of all Turbines installed at the Wind Project, prior to the Project Separation Date, at no less than 66 MW, and on and after the Project Separation Date, at no less than 21 MW, and (b) it shall use reasonable efforts to cause its employees to comply with the Occupational Safety and Health Act, and the rules promulgated thereunder by the U.S. Department of Labor, and all applicable Iowa statutes and regulations affecting job safety, provided that SELLER's failure to comply with the requirements of this Section 5.3(b) shall not provide CITY with the right to terminate this Agreement. SELLER covenants not to support, and to cooperate with CITY in opposing, any action of any regulatory body having jurisdiction thereover that could result in the modification or vitiation of any of the terms or conditions hereof or have any other material adverse effect on this Agreement.

*5.4 **CITY's Covenants**.* CITY covenants that: (i) from the date hereof through the expiration or termination of this Agreement, CITY shall comply with this Agreement and Applicable Laws.

ARTICLE 6
INDEMNIFICATION AND INSURANCE

6.1 General Indemnity.

(a) Scope of Indemnity. Subject to the provisions of Section 8.9 ("Waiver of Certain Damages"), each Party hereby protects, defends, indemnifies and holds harmless the other Party, its Affiliates, directors, officers, and employees, from and against all claims, demands, causes of action, judgments, liabilities and associated costs and expenses (including reasonable attorney's fees) arising from property damage, bodily injuries or death suffered by any third party Person (including, without limitation, employees of CITY) related to, arising from, or connected to the performance by the indemnifying party of its obligations hereunder, except to the extent that an act or omission of the indemnitee contributed to the loss, injury or property damage.

(b) Indemnification Procedure. The indemnitor, upon the other Party's request, shall defend any suit asserting a claim covered by this indemnity and shall pay its costs, subject to apportionment in the event of the indemnitee's comparative fault, including reasonable legal fees, that may be incurred by the other Party in enforcing this indemnity, provided that the indemnitor shall be entitled, at its option, to assume and control the defense with reasonable input from the indemnitee and any settlement of such suit shall first be submitted to the indemnitee for prior approval. If indemnitee fails to approve a settlement proposed by indemnitor, indemnitor may settle such claim on its behalf only, without relinquishing any rights of indemnitee. If indemnitee fails to approve any such settlement, indemnitor shall thereafter have no further obligations or liability to indemnitee in connection with such settled claim.

(c) Survival. Each indemnity set forth in this Article 6 is a continuing obligation, separate and independent of the other obligations of each Party and survives the expiration or termination hereof. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

*6.2 **Insurance.*** (a) SELLER, at its own cost and expense, shall maintain and keep in full force and effect from the date hereof through the later of the date of expiration or termination of the Agreement, the following insurance coverage:

(i) Workers' Compensation Insurance for statutory obligations imposed by applicable state laws, and Employer's Liability Insurance with a minimum limit of one million dollars ($1,000,000) for disease and injury to employees; and

(ii) Commercial General Liability Insurance, including premises and operations, bodily injury, broad form property damage, products/completed operations, contractual liability and independent contractors protective liability all with minimum combined single limit liability of five million dollars ($5,000,000).

(b) All insurance policies required to be obtained hereunder shall provide insurance for occurrences from the date hereof through the later of the expiration or termination hereof. The CITY, its officers, agents and employees shall be named as additional insured on all insurance policies required by the specifications hereunder to be purchased by the SELLER. All insurance coverage required by this Agreement shall be issued by an insurer with an A.M. Best's rating of not less than "A-" or such other insurer as is reasonably acceptable to CITY.

(c) SELLER shall require its insurer(s) to endeavor to notify the CITY of any material change in, or cancellation of, the insurance required by this Section 6.1 at least thirty (30) Days prior to the effective date of such change or cancellation except in the case of non-payment of premiums in which case the notice shall be ten (10) Days. Within fifteen (15) Days after the date hereof, SELLER shall provide to the CITY and thereafter maintain with the CITY a current certificate of insurance verifying the existence of the insurance coverage required by this Agreement.

ARTICLE 7
GOVERNMENT APPROVALS

7.1 Government Approvals - SELLER's Obligation. Except with respect to governmental approvals, licenses and permits that may be required to allow CITY to perform its obligations hereunder or as otherwise specified hereunder (all of which shall be obtained and maintained by CITY at its sole cost), SELLER shall secure and maintain, at no cost to CITY, all governmental approvals, permits (including environmental permits), licenses, easements, rights-of-way, releases and other approvals necessary for the construction, engineering, operation and maintenance of the Wind Project, and the performance by SELLER of its obligations hereunder.

7.2 Assistance. At SELLER's request, CITY shall use reasonable efforts to assist SELLER in obtaining and retaining such permits, licenses, releases and other approvals as are necessary for the operation and maintenance of the Wind Project, and the performance by SELLER of its obligations hereunder. At CITY's request, SELLER shall use reasonable efforts to assist CITY in obtaining and retaining such permits, licenses, releases and other approvals as are necessary for the performance by CITY of its obligations hereunder. Each Party shall reimburse the other Party for out-of-pocket costs reasonably incurred by such other Party in rendering assistance under this Section 7.2.

7.3 Government Approvals – CITY's Obligation. CITY shall secure and maintain, at no cost to SELLER, all government registrations, approvals, permits, licenses, easements, rights of way, releases and other approvals necessary for the performance by CITY of its obligations hereunder, if any. At CITY's request, SELLER shall use commercially reasonable efforts to assist CITY in obtaining and retaining such government approvals, permits, licenses, releases and other approvals necessary for the performance by CITY of its obligations hereunder, if any. Each Party shall reimburse the other Party for out-of-pocket costs reasonably incurred by such other Party in rendering assistance under this Section 7.3.

ARTICLE 8
MISCELLANEOUS

8.1 Confidential Information.

(a) The Parties have and will develop certain information, processes, know-how, techniques and procedures concerning the Wind Project, that they consider confidential and proprietary (the "Confidential Information"). Notwithstanding the confidential and proprietary nature of such Confidential Information, the Parties (each, the "Disclosing Party") may make such Confidential Information available to the other (each, a "Receiving Party") subject to the provisions of this Section 8.1.

(b) Upon receiving or learning of Confidential Information, the Receiving Party shall:

(i) Treat such Confidential Information as confidential and use reasonable care not to divulge such Confidential Information to any third party except as required by law, subject to the restrictions set forth below;

(ii) Restrict access to such Confidential Information to only those of its employees, directors, agents or third party contractors who need to know it, and for the purposes of this Agreement who shall be bound by the terms of this Section 8.1; and

(iii) Use such Confidential Information solely for the purpose of developing the Wind Project, and for purposes of this Agreement.

(c) The restrictions of this Section 8.1 do not apply to:

(i) Release of this Agreement or any part or summary hereof to any Governmental Entity required for obtaining any approval or making any filing pursuant to Sections 3.2, 7.1 or 7.3, provided that (a) each Party agrees to cooperate in good faith with the other to maintain the confidentiality of the provisions of this Agreement by requesting confidential treatment with all filings to the extent appropriate and permitted by Applicable Law and (b) the Receiving Party, shall provide reasonable notice to the Disclosing Party, prior to disclosure (if not prevented by law), of the time and scope of the intended disclosure in order to provide the Disclosing Party an opportunity to obtain a protective order or otherwise seek to prevent, limit the scope of, or impose conditions upon such disclosure;

(ii) Information which is, or becomes, publicly known or available other than through the action of the Receiving Party in violation of this Agreement;

(iii) Information which is in the possession of the Receiving Party prior to receipt from the Disclosing Party or which is independently developed by the Receiving Party prior to the date hereof, provided that the Person or Persons developing such information have not had access to any Confidential Information;

(iv) Information which is received from a third party which is not known (after due inquiry) by Receiving Party to be prohibited from disclosing such information pursuant to a contractual, fiduciary or legal obligation; and

(v) Information which is, in the reasonable opinion of counsel of the Receiving Party, required to be disclosed pursuant to Applicable Law; the Receiving Party shall provide reasonable notice to the Disclosing Party of the time and scope of the intended disclosure.

(d) Notwithstanding the foregoing, SELLER may disclose Confidential Information to the Lenders and any other financial institutions expressing an interest in providing equity or debt financing or refinancing and/or credit support to SELLER, and the agent or trustee of any of them.

(e) Neither Party shall issue any press or publicity release, other than information that is, in the reasonable written opinion of counsel to the Disclosing Party, required to be distributed or disseminated pursuant to Applicable Law (provided that the Disclosing Party has given notice to, and an opportunity to prevent disclosure by, the other Party as provided in Section 8.1(c)(v)), concerning this Agreement or the participation of the other Party in the transactions contemplated hereby without the prior written approval of the other Party. This provision shall not prevent the Parties from releasing information which is required to be disclosed in order to obtain permits,

licenses, releases and other approvals relating to the Wind Project, or as are necessary in order to fulfill such Party's obligations under this Agreement.

(f) The obligations of the Parties under this Section 8.1 shall remain in full force and effect for three (3) years following the expiration or termination of this Agreement.

8.2 Successors and Assigns; Assignment.

(a) This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party.

(b) Notwithstanding the foregoing, no consent shall be required for:

(i) Any assignment of this Agreement by SELLER to any Lenders as collateral security for obligations under the financing documents entered into with such Lenders;

(ii) Any assignment by the Lenders to a third party after the Lenders have exercised their foreclosure rights with respect to this Agreement or the Wind Project;

(iii) Any assignment or transfer of this Agreement by SELLER to an Affiliate of SELLER provided that SELLER remains liable for the obligations hereunder;

(iv) Any assignment or transfer of this Agreement by SELLER or CITY to a Person succeeding to all or substantially all of the assets of such Party, provided that such Person's creditworthiness is equal to or better than that of such Party, as reasonably determined by the non-assigning Party, and provided further that such Person must have the technical expertise and capability (or must have retained such technical expertise and capability) to perform such Party's obligations under this Agreement, as reasonably determined by the non-assigning Party; or

(v) Any assignment or transfer of this Agreement by CITY to an Affiliate, provided that CITY remains liable for the obligations hereunder.

(c) CITY acknowledges that upon an event of default under any financing documents relating to the Wind Project, any of the Lenders may (but shall not be obligated to) assume, or cause its designee or a new lessee or purchaser of the Wind Project, to assume, all of the interests, rights and obligations of SELLER thereafter arising under this Agreement.

(d) If the rights and interests of SELLER in this Agreement shall be assumed, sold or transferred as herein provided, and the assuming party shall agree in writing to be bound by and to assume, the terms and conditions hereof and any and all obligations to CITY arising or accruing hereunder from and after the date of such assumption, then SELLER shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and CITY shall continue this Agreement with the assuming SELLER as if such Person had been named as SELLER under this Agreement; provided, however, if a Lender assumes this Agreement as provided herein, CITY acknowledges and agrees that such Lender shall not be personally liable for the performance of such obligations hereunder except to the extent of all of

Lender's right, title and interest in and to the Wind Project. Notwithstanding any such assumption by any of the Lenders or a designee thereof, SELLER shall not be released and discharged from and shall remain liable for any and all obligations to CITY arising or accruing hereunder prior to such assumption.

(e) If the rights and interests of CITY in this Agreement shall be assumed, sold or transferred in accordance with the terms of this Agreement, and the assuming party shall agree in writing to be bound by and to assume, the terms and conditions hereof and any and all obligations to SELLER arising or accruing hereunder from and after the date of such assumption, then CITY shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and SELLER shall continue this Agreement with the assuming party as if such Person had been named as CITY under this Agreement.

(f) The provisions of this Section 8.2 are for the benefit of the Lenders as well as the Parties hereto, and shall be enforceable by the Lenders as express third party beneficiaries hereof. CITY hereby agrees that none of the Lenders, nor any bondholder or participant for whom they may act or any trustee acting on their behalf, shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of SELLER or shall have any obligation or liability to CITY with respect to this Agreement except to the extent any of them becomes a party hereto pursuant to this Section 8.2.

8.3 Financing Liens.

(a) SELLER, without approval of CITY, may, by security, charge or otherwise encumber its interest under this Agreement for the purposes of financing the development, construction and/or operation of the Wind Project, and the SELLER's Interconnection Facilities.

(b) Within ten (10) Business Days of making such encumbrance, SELLER shall notify CITY in writing of the name, address, and telephone and facsimile numbers of each Lender to which SELLER's interest under this Agreement has been encumbered. Such notice shall include the names of the account managers or other representatives of the Lenders to whom all written and telephonic communications may be addressed.

(c) After giving CITY such initial notice, SELLER shall promptly give CITY notice of any change in the information provided in the initial notice or any revised notice.

(d) If SELLER encumbers its interest under this Agreement as permitted by this Section 8.3, the following provisions shall apply:

(i) The Parties, except as provided by the terms of this Agreement, shall not modify or cancel this Agreement without the prior written consent of the Lenders;

(ii) The Lenders or their designees shall have the right, but not the obligation, to perform any act required to be performed by SELLER under this Agreement to prevent or cure an Event of Default by SELLER and such act performed by the Lenders or their designees shall be as effective to prevent or cure an Event of Default as if done by SELLER;

(iii) CITY shall upon request by SELLER execute statements certifying that this Agreement is unmodified (or, modified and stating the nature of the modification), in full force and effect and the absence or existence (and the nature thereof) of then known Events of Default hereunder by SELLER and documents of consent to such assignment to the encumbrance and any assignment to such Lenders, provided, upon the receipt of a written request from SELLER or any Lender, CITY shall execute, or arrange for the delivery of, such certificates, opinions and other documents, provided, that in responding to any such request, CITY shall have no obligation to provide any consent, or enter into any agreement, that materially adversely affects any of CITY's rights, benefits, risks and/or obligations under this Agreement. SELLER shall reimburse, or shall cause the Lender to reimburse, CITY for expenses as may be reasonably necessary in order for SELLER to consummate any financing or refinancing; and

(iv) Upon the receipt of a written request from SELLER or any Lender, CITY shall execute, or arrange for the delivery of, such certificates, opinions and other documents at the SELLER's or Lender's expense as may be reasonably necessary in order for SELLER to consummate any financing or refinancing of the Wind Project or any part thereof, and will enter into reasonable agreements with such Lender, including a consent to assignment in a form reasonably acceptable to Lender, provided, upon the receipt of a written request from SELLER or any Lender, CITY shall execute, or arrange for the delivery of, such certificates, opinions and other documents, provided, that in responding to any such request, CITY shall have no obligation to provide any consent, or enter into any agreement, that materially adversely affects any of CITY's rights, benefits, risks and/or obligations under this Agreement. SELLER shall reimburse, or shall cause the Lender to reimburse, CITY for expenses as may be reasonably necessary in order for SELLER to consummate any financing or refinancing. Said agreements will grant certain rights to the Lenders as more fully developed and described in such documents, including (a) this Agreement shall not be terminated (except for termination pursuant to the terms of this Agreement) without the consent of Lender, which consent is not to be unreasonably withheld or delayed, (b) Lenders shall be given notice of, and the opportunity to cure as provided in Section 3.3(d), any breach or default of this Agreement by SELLER, (c) that if the Lender forecloses, take a deed in lieu of foreclosure or otherwise exercise its remedies pursuant to any security documents, then (1) CITY shall, at Lender's request, continue to perform all of its obligations hereunder, and Lender or its nominee may perform in the place of SELLER, and may assign this Agreement to another Person in place of SELLER, (2) Lender shall have no liability under this Agreement except during the period of such Lender's ownership or operation of the Wind Project, and (3) that CITY shall accept performance in accordance with this Agreement by Lender or its nominee, and (d) that CITY shall make representations and warranties to Lender as Lender may reasonably request with regard to (1) CITY's existence, (2) CITY's authority to execute, deliver and perform this Agreement, (3) the binding nature of the document evidencing CITY's consent to assignment to Lender and this Agreement on CITY and (4) receipt of regulatory approvals by CITY with respect to its execution and performance under this Agreement.

8.4 Notices. Each notice, request, demand, statement or routine communication required or permitted under this Agreement, or any notice or communication that either Party may desire to deliver to the other, shall be in writing and shall be considered delivered effective: (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email. Each such notice must be addressed to the other Party at its address indicated below or at such other address and by means as

either Party may designate for itself in a written notice to the other Party in accordance with this Section 8.4.

If to SELLER:

Crystal Lake Wind III, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attn: Business Manager
Telephone: (561) 304-5076
Facsimile: (561) 304-5840

With copies of all notices relating to Events of Default, termination and other legal notices to:

NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attn: General Counsel
Telephone: (561) 304-5674
Facsimile: (561) 691-2988

If to CITY:

City of Columbia
Attention: Tad Johnsen, Director of Water and Light
P.O. Box 6015
Columbia, Missouri 65205
Email: TAJOHNSE@GoColumbiaMo.com

SELLER must send all invoices to:
City of Columbia
Attn: Jim Windsor
P.O. Box 6015
Columbia, Missouri 65205
Email: JRW@GoColumbiaMo.com

8.5 Force Majeure. The performance of any obligation required hereunder shall be excused during the continuation of any Force Majeure event suffered by the Party whose performance is hindered in respect thereof, and the time for performance of any obligation that has been delayed due to the occurrence of a Force Majeure event. The Party experiencing the delay or hindrance shall use reasonable efforts to immediately notify the other Party in writing describing in detail the occurrence of such Force Majeure event and the anticipated period of delay, but in no event shall the notification take longer than three (3) days after the commencement of the Force Majeure event, provided that the failure of the Party experiencing the delay or hindrance to notify the other Party within such three (3) Day period shall not preclude such Party from claiming a Force Majeure event hereunder. In any event the Party claiming Force Majeure shall provide detailed written notice of Force Majeure to the other Party prior to making a claim against the other Party for default. Each Party suffering a Force Majeure event shall take, or cause to be taken, such action as

may be necessary to overcome or otherwise to mitigate, in all material respects, the effects of any Force Majeure event suffered by either of them and to provide written notice to the other Party of such actions, and to resume performance hereunder as soon as practicable under the circumstances.

*8.6 **Amendments**.* This Agreement shall not be modified nor amended unless such modification or amendment shall be in writing and signed by authorized representatives of both Parties.

*8.7 **Audit**.* Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement including amounts of Purchased Energy and Curtailed Energy. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Late Payment Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twenty four (24) months from the rendition thereof, and thereafter any objection shall be deemed waived.

*8.8 **Waivers**.* Failure to enforce any right or obligation by any Party with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter nor to any other matter. Any waiver by any Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing. Such waiver shall not be deemed a waiver with respect to any subsequent default or other matter.

*8.9 **Waiver of Certain Damages**.* Notwithstanding any other provision of this Agreement (except to the extent indemnification payments are made pursuant to Section 6.1 as a result of an indemnified Person's obligation to pay special, indirect, incidental, punitive or consequential damages to a third party (excluding either Party's Affiliates, officers, directors, shareholders or members) as a result of actions included in the protection afforded by the indemnification set forth in Section 6.1 and except as otherwise provided in Sections 2.4 and 2.5), neither CITY nor SELLER (nor any of their Affiliates, contractors, consultants, officers, directors, shareholders, members or employees) shall be liable for special, indirect, incidental, punitive or consequential damages under, arising out of, due to, or in connection with its performance or non performance of this Agreement or any of its obligations herein, whether based on contract, tort (including, without limitation, negligence), strict liability, warranty, indemnity or otherwise.

*8.10 **Survival**.* Notwithstanding any provisions herein to the contrary, the obligations set forth in Sections 8.1 and 8.9, the indemnity obligations set forth in Article 6, and the limitations on liabilities set forth herein shall survive (in full force) the expiration or termination of this Agreement.

*8.11 **Severability**.* If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void, all other terms of the Agreement shall remain in effect; provided that the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any Applicable Law and the intent of the Parties.

8.12 Standard of Review. Absent the agreement of the Parties to the proposed change, the standard of review for changes to this Agreement proposed by a Party, a Person or the Federal Energy Regulatory Commission acting sua sponte shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine), unless overruled.

8.13 Governing Law And Venue. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of the federal courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

8.14 [Intentionally Deleted]

8.15 Waiver of Trial by Jury. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

8.16 Disputes. In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement (collectively, a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations between the Parties. If such consultations do not result in a resolution of the Dispute within fifteen (15) days after notice of the Dispute has been delivered to either party, then such Dispute shall be referred to the senior management of the Parties for resolution. If the Dispute has not been resolved within fifteen (15) days after such referral to the senior management of the Parties, then either Party may pursue all of its remedies available hereunder.

8.17 No Third-Party Beneficiaries. Except as set forth in Article 6 and in Sections 8.2, 8.3 and 8.9, this Agreement is intended solely for the benefit of the Parties hereto and nothing contained herein shall be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement.

8.18 No Agency. Except with respect to SELLER acting as Market Participant for CITY, and only to the extent that SELLER acting as Market Participant for CITY constitutes an agency relationship pursuant to the rules and procedures of the Transmission System Operator, this Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability

upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.19 Cooperation. The Parties acknowledge that they are entering into a long term arrangement in which the cooperation of both of them will be required.

(a) In the event that, at any time during the Term, any of the following occurs the effect of which is that the benefits and burdens of this Agreement are no longer as contemplated by the original intentions of the Parties, the Parties shall use their commercially reasonable efforts to reform or, if required by Applicable Law, with respect to CITY, or the board of directors (or equivalent governing body) of SELLER, amend this Agreement in order to give effect to the original intentions of the Parties regarding the appropriate allocation of benefits and burdens to each Party:

(i) if any Governmental Entity levies or otherwise imposes a tax on the sale or purchase of Energy and or Credits ("Transfer Taxes") that was not in effect as of the Effective Date, regardless of whether such Transfer Taxes are imposed on CITY or SELLER, but excluding in all events taxes based on or measured by net income; or

(ii) the applicable Transmission System Operator or Transmission System Operator Tariff is changed in a manner that materially adversely affects SELLER or CITY; or

(iii) if an applicable regional reliability council issues a directive, rule or regulation that materially adversely affects SELLER or CITY.

(b) With respect to Section 8.19(a)(ii) or (a)(iii), no Party is obligated to agree to a change in the Fixed Rate.

(c) With respect to Section 8.19(a)(i), the Parties acknowledge that there are currently no known Transfer Taxes that would apply to either CITY or SELLER and that the Fixed Rate is based upon this fact. Should any Governmental Entity levy or otherwise impose a tax on the sale or purchase of Energy and or Credits that was not in effect as of the Effective Date, the Parties shall negotiate and these negotiations may result in an amendment to the contract which includes an appropriate adjustment in the Fixed Rate.

8.20 Further Assurances. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 8.20.

8.21 Good Faith. The Parties shall act in accordance with principles of good faith and fair dealing in the performance of this Agreement.

8.22 Services Contract. The Parties intend that this Agreement be a "service contract" within the meaning of Section 7701(e)(3) of the Code, and the Parties shall not take any position inconsistent with such treatment. Without limiting the foregoing, neither CITY nor any party related to CITY shall have the right or be deemed to operate the Wind Project for purposes of

Section 7701(e)(4)(A)(i) of the Code. Notwithstanding any provision to the contrary under this Agreement, neither CITY nor any party related to CITY shall (a) bear or be deemed to bear any significant financial burden if there is nonperformance by SELLER under this Agreement, as the phrase "any significant financial burden if there is nonperformance" is used in Section 7701(e)(4)(A)(ii) of the Code; or (b) be deemed to receive any significant financial benefit if the operating costs of the Wind Project are less than the standard of performance and/or operation set forth in this Agreement, as the phrase "significant financial benefit if the operating costs of the Wind Project are less than the standards of performance or operation" is used in Section 7701(e)(4)(A)(iii) of the Code.

*8.23 **Captions; Construction**.* All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the content or scope of this Agreement. Any term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

*8.24 **Employment of Unauthorized Aliens Prohibited**.* SELLER agrees to comply with Missouri State Statute Section 285.530 in that SELLER shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, SELLER shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. SELLER shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

*8.25 **Entire Agreement***

This Agreement shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement.

*8.26 **Counterparts**.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement in the manner appropriate to each on the date set forth above.

CRYSTAL LAKE WIND III, LLC

By: _____

Name: _____

Title: TJ Tuscai President

ATTEST:

_____
Signature
Name: Charles Schulte
Title: Secretary

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Fred Boeckmann, City Counselor

EXHIBIT "A"

DESCRIPTION OF WIND PROJECT

SELLER has built and will own and operate a Wind Project with a capacity rating of 66 MW. The Wind Project is located in Hancock and Winnebago Counties, Iowa. The Wind Project will generate electrical power that will be sold wholesale.

The Wind Project consists of:

- 44 GE wind turbine generators ("Turbines") on tubular steel towers. Each individual Turbine has a capacity rating of 1.5 MW.
- A network of several miles of low profile, gravel field roads providing access to the Turbines.
- Electrical transformation equipment located at the Wind Project.
- An underground and aboveground electric cable collection system to carry electricity to the substation.
- An underground and aboveground fiber-optic data collection system.
- Maintenance/field office(s).

Nothing in this Exhibit "A" is intended to either (i) limit the right of SELLER to make any changes to the Wind Project it elects to undertake that are consistent with this Agreement, or (ii) grant any rights to CITY regarding the description, nature or components of the Wind Project.

EXHIBIT "B"

INTERCONNECTION DIAGRAM AND DELIVERY POINT PRIOR TO PROJECT SEPARATION AND COMMERCIAL MODEL CHANGE

The Wind Project is connected to the ITC Midwest Lime Creek Substation via a 5 mile 59 KV transmission line and a 38 mile 161 KV transmission line. The Delivery Point is the commercial pricing node in the MISO model called ALTW.CRYSTAL3 (or its successor), which node is located at the high side of the bus at the Lime Creek Substation.

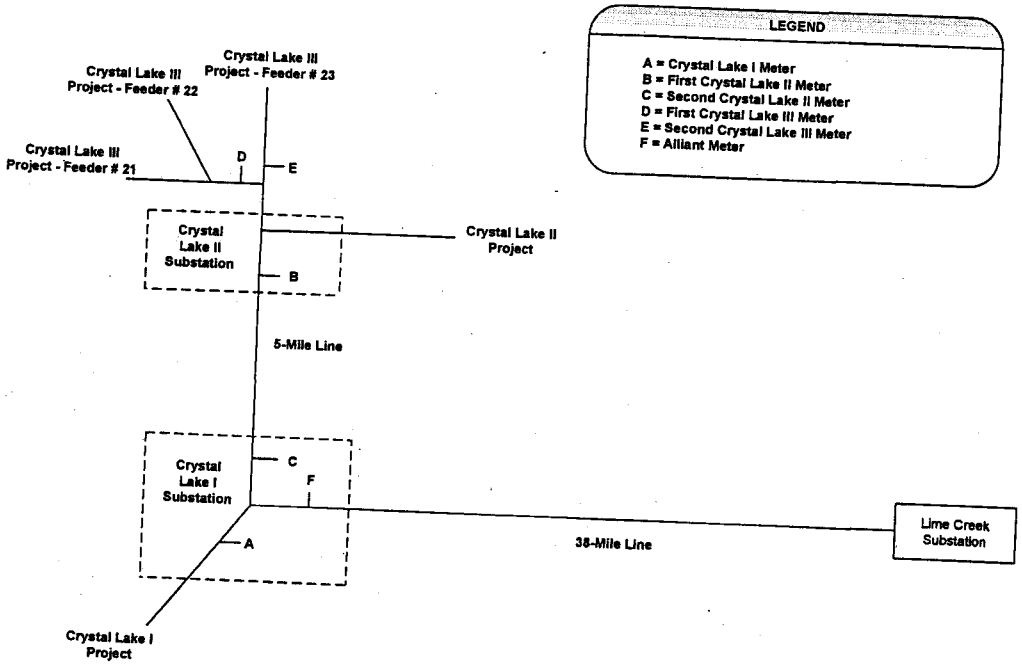


EXHIBIT "C"

NEXTERA ENERGY POWER MARKETING, INC.

RENEWABLE ATTESTATION FORM

I. Facility information

Name of Generation Facility ("Facility"):

_____

Company or Person that Owns Facility ("SELLER"):

_____

Address of Facility:

_____

_____

North American Electricity Reliability Corporation (NERC) region in which Facility is located[1]:

_____

Facility ID Number[2]: _____ EIA or QF? (circle one) Capacity (MW):

_____

Date Facility was First Operational: ___/___/___ Date of Capacity Upgrade or Repowering[3]:___/___/___

Contact Person: _____

Title: _____

Telephone: _____

Email Address: _____

_____

[1] If you are unsure of which region Facility is in, see http://www.nerc.com/regional/

[2] Enter Energy Information Administration (EIA) identification number for the generating facility; if no EIA number, enter the utility-assigned Qualifying Facility (QF) identification number.

[3] If applicable, Repowered facilities must meet Green-e's criteria for repowering, available at http://www.green-e.org/docs/Repowering_Defin_and_Intstructions.doc

II. Renewable Electricity or RECs[4] supplied to CITY indicated below, by fuel type

III. Declaration

I, (print name and title) _____, declare that the (indicate with "x") ____ electricity bundled with renewable attributes / ____ renewable attributes only[5] listed above were sold exclusively from SELLER to _____ ("CITY").

I further declare that:

1) all the renewable attributes (including CO2 benefits), including any emissions offsets, reductions or claims, represented by the renewable electricity generation listed above were transferred to CITY;

2) to the best of my knowledge, the renewable attributes were not sold, marketed or otherwise claimed by a third party other than CITY;

3) SELLER sold the renewable attributes only once;

4) the renewable attributes or the electricity that was generated with the attributes was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate by SELLER, nor to the best of my knowledge, by any other entity other than CITY; [6]

5) the renewable electricity sold or electricity associated with the attributes sold was not used on-site for powering electric generation equipment (parasitic load);

6) if CITY is receiving electricity bundled with renewable attributes from SELLER, the renewable electricity was delivered into the NERC region in which Facility is located;

7) if Facility is located in Canada, it is EcoLogo certified and was throughout the Period of Generation; and

8) the electricity that was generated with the attributes was not separately sold, separately marketed or otherwise separately represented as renewable energy by SELLER, or, to the best of my knowledge, any other entity other than CITY.

Please indicate the following:

Is Facility owner reporting its direct greenhouse gas emissions in a legally binding cap and trade program for the time period of generation listed on this form?

---

[4] Renewable Energy Certificates, which represent the renewable attributes of 1 MWh of renewable electricity generation.

[5] If selling renewable attributes to CITY without electricity, please fill in the name of the load serving entity buying the undifferentiated electricity, if applicable at the bottom of this page.

[6] Renewable attributes used by CITY for any of the purposes listed in 4) are ineligible for Green-e certification.

Yes;[7] list the cap and trade program: _____

No

If SELLER is providing only RECs to CITY and selling the associated electricity to a utility or load-serving entity, please write the name of the utility or load-serving entity here:

_____

Check box if sale is part of a Qualifying Facility (QF) Facility

As an authorized agent of SELLER, I attest that the above statements are true and correct.

_____ _____

Signature Date

_____

Place of Execution

This Form is used by the Center for Resource Solutions to verify the accuracy of claims made by retail marketers. The information on this form is held strictly confidential and will not be shared with any other party except in aggregate form.

[7] In this case the renewable energy or RECs reported on this form may be ineligible for Green-e certification. For more information, contact Green-e Staff at 415-561-2100.

EXHIBIT "D"

SPECIFIED TURBINES

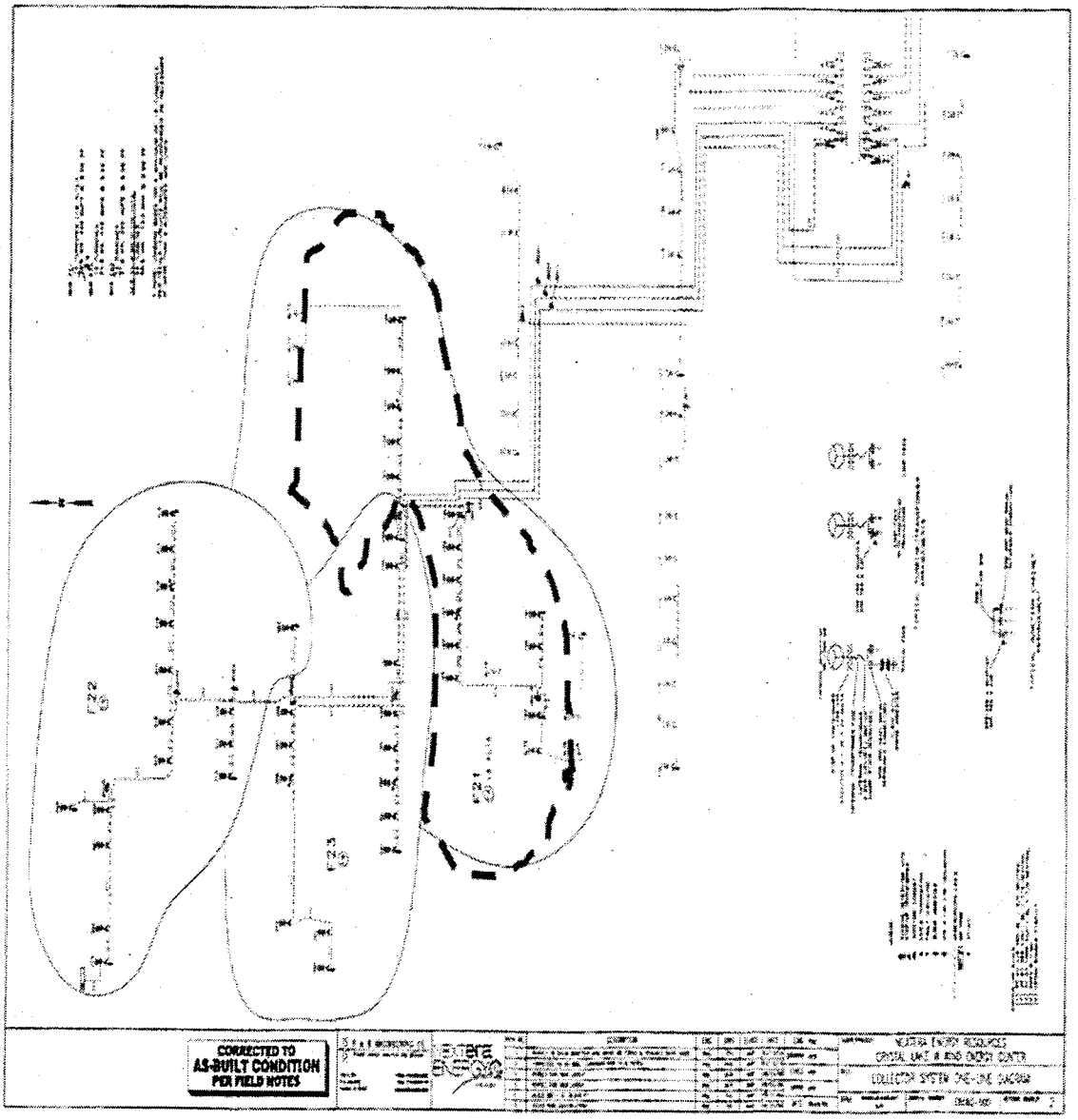
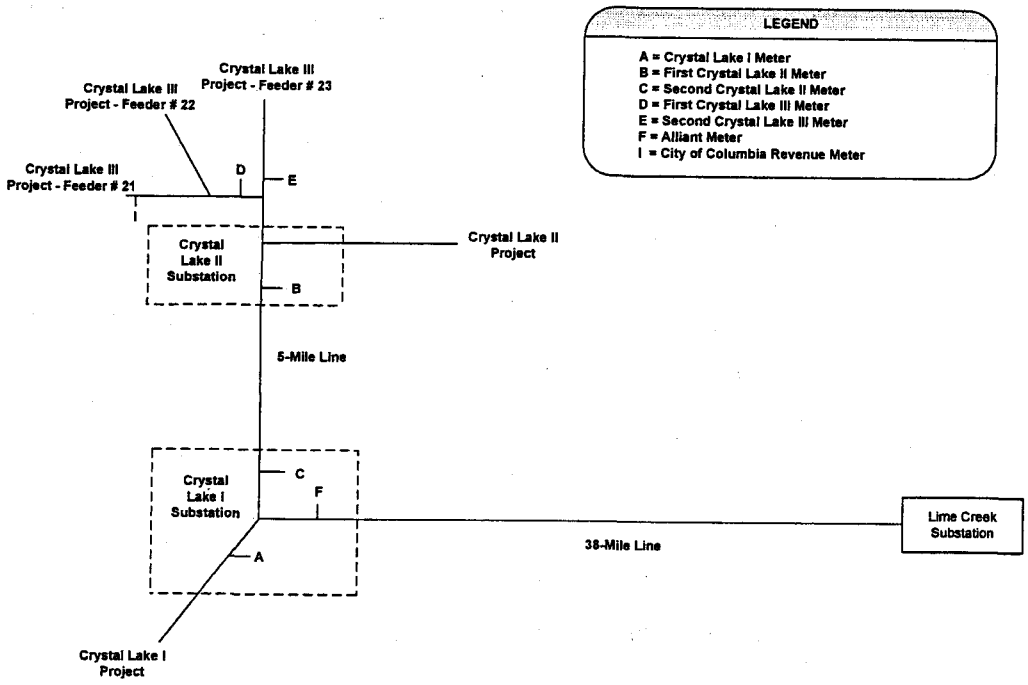


Exhibit "E"

INTERCONNECTION DIAGRAM AND DELIVERY POINT AFTER PROJECT SEPARATION AND COMMERCIAL MODEL CHANGE



B63-13

Exhibit 2

FIRST ADDENDUM TO AGREEMENT

POWER PURCHASE AGREEMENT
FOR THE SALE OF WIND ENERGY AND ASSOCIATED CREDITS
PRODUCED BY CRYSTAL LAKE III

THIS ADDENDUM (hereinafter "Addendum") is made by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and the Curators of the University of Missouri (hereinafter "University") and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and University are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, in 2012, City entered into a twenty year agreement with Crystal Lake III LLC (hereinafter "City's Crystal Lake III Agreement") for the purchase of energy generated at Crystal Lake's Wind Energy Facility in Winnebago and Hancock Counties in Iowa, as well as any associated credits; and

WHEREAS, in 2013, City and University entered into a "Power Purchase Agreement For the Sale of Wind Energy and Associated Credits Produced by Crystal Lake III" (hereinafter "Original Agreement") for the City to provide, and University to purchase, a portion of the energy and associated credits generated under the City's Crystal Lake III Agreement; and

WHEREAS, in 2016, the City entered into an additional, separate agreement with Crystal Lake (hereinafter "2016 Crystal Lake Agreement") for the purchase of additional energy and any associated credits; and

WHEREAS, as a result of the 2016 Crystal Lake Agreement, the overall rate costs to the City for delivered energy from Crystal Lake has decreased since the enactment of the Original Agreement; and

WHEREAS, the Parties would like to amend the rates of the Original Agreement, pursuant to the Amendment provisions of Section 5.4, to a blended rate schedule to more accurately reflect the City's rate costs and to promote and strengthen the Parties' continued relationship in shared costs for Wind Energy from the City's Crystal Lake III Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. Amendments of Original Agreement

   A. **General**. All terms and provisions of Original Agreement, a copy of which is attached hereto as **Exhibit 1** and made a part of this Addendum, will remain in full force and effect on both Parties, except as amended in this Addendum.

B. **Amendments.** The following language shall modify and replace the respective subsections of the Original Agreement as designated herein:

(i) Amending Art. 1, Section 1.1, Definitions – Modifying and Replacing Only the Definition of "Fixed Amount"

"Fixed Amount" shall mean, for any Calculation Period, the sum of (i) the Fixed Rate applicable to such Calculation Period multiplied by the City's Proportion of Energy, plus (ii) the deemed energy rate of $45.00 per MWh multiplied by the Curtailed Energy, calculated as follows:

Fixed Amount = (Fixed Rate x CPE) + ($45.00 per MWh x CE)

(ii) Amending Art. 2, Section 2.2 – Modifying and Replacing the Entirety of Section 2.2

2.2 ***Fixed Rate Schedule.*** The "Fixed Rate" for any given Calculation Period shall be a blended rate based on the weighted average price per MWh of delivered energy of the rates in the City's Crystal Lake III Agreement and the rates in the 2016 Crystal Lake Agreement, a copy of which is attached hereto as **Exhibit F** and made a part of this Agreement, as set forth below:

A = total charge for monthly delivered energy from City's Crystal Lake III Agreement
B = total amount of MWh of delivered energy from City's Crystal Lake III Agreement
C = total charge for monthly delivered energy from 2016 Crystal Lake Agreement
D = total amount of MWh of delivered energy from 2016 Crystal Lake Agreement

X = weighted average price per MWh of delivered energy = (A+C)/(B+D)

University's Fixed Rate for any given Calculation Period shall be X, provided that the rates used to calculate A and C shall be as set forth below:

A = $45.00 per MWh multiplied by B
C = rate as provided in 2016 Crystal Lake Agreement, attached hereto as **Exhibit F** and copied below, multiplied by D

Fixed Rate
2016 Crystal Lake Agreement

Contract Year*	Contract Rate ($/MWh)
1	19.55
2	19.94
3	20.34
4	20.75
5	21.16

6	21.58
7	22.02
8	22.46
9	22.91
10	23.36
11	23.83
12	24.31
13	24.79
14	25.29
15	25.80
16	26.31

*This table is copied from 2016 Crystal Lake Agreement, attached hereto as **Exhibit F**. "Contract Year", solely for purposes of this table provided in this Section 2.2, means each year of the Term of the 2016 Crystal Lake Agreement, whether such year is 365 or 366 Days; provided, however, that (i) the first Contract Year shall commence on the Commencement Date of the 2016 Crystal Lake Agreement and end on June 30, 2017, and (ii) the second Contract Year shall commence on July 1, 2017 and end on June 30, 2018, and (iii) successive Contract Years shall commence on each July 1 thereafter and end on each June 30 thereafter, respectively.

C. **Addition and Incorporation of Exhibit 2 to Original Agreement.** The 2016 Crystal Lake Agreement, attached hereto as **Exhibit 2** and included in this Addendum, shall become a part of the Original Agreement as *Exhibit F* thereto.

2. Agreement.

The Parties hereby adopt, ratify and confirm the Original Agreement as it is amended by this Addendum. This Addendum shall be binding on, and inure to the benefit of, the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum by their duly authorized representatives as of the date of the last signatory hereto.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

THE CURATORS OF THE UNIVERSITY OF MISSOURI

BY: _____

NAME: Tony A. Hall

TITLE: AVP/CDO

DATE: 02/17/17

APPROVED AS TO LEGAL FORM
By Kelly Mascher at 9:48 am, Feb 08, 2017

ATTEST:

BY: Kristen Meade

NAME: Kristen Meade

TITLE: Dir. of Supply Chain

EXHIBIT 1

"Original Agreement"

2013
Power Purchase Agreement
For the Sale of Wind Energy and Associated Credits
Produced by Crystal Lake III
Between
City of Columbia
And
The Curators of the University of Missouri

POWER PURCHASE AGREEMENT
FOR THE SALE OF WIND ENERGY AND ASSOCIATED CREDITS
PRODUCED BY CRYSTAL LAKE III

This Power Purchase Agreement is entered into this 11th day of February, 2013, by and between the City of Columbia, Missouri, a constitutional charter city, hereinafter referred to as "City" and the Curators of the University of Missouri, hereinafter referred to as "University." City and University are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the City has entered into a twenty year agreement with Crystal Lake III LLC (hereinafter, Crystal Lake), a Delaware limited liability corporation, to purchase Energy lawfully generated at Crystal Lake III Wind Energy Facility in Winnebago and Hancock Counties in Iowa. The City will also receive, as part of its purchase of Energy, any associated Credits; and

WHEREAS, the University would like to purchase wind energy and associated credits; and

WHEREAS, the University would like to purchase a share of the City's purchase of Energy and associated Credits from Crystal Lake III.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

Article 1
DEFINITIONS

1.1 ***Definitions***. Unless otherwise required by the context in which any term appears: (i) capitalized terms used in this Agreement shall have the meanings specified in this Article 1; (ii) the singular shall include the plural and vice versa; (iii) references to "articles," "sections," "schedules," "annexes," "appendices" or "exhibits" (if any) shall be to Articles, Sections, Schedules, Annexes, Appendices or Exhibits hereof; (iv) all references to a particular entity shall include a reference to such entity's successors and permitted assigns; (v) the words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection hereof; (vi) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (vii) references to this Agreement shall include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time; and (viii) the masculine shall include the feminine and neuter and vice versa.

"Applicable Law" shall mean, with respect to any Person and the Wind Project, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, tariffs, regulations, governmental approvals, licenses and permits, directives and requirements of all regulatory and other governmental authorities as may be amended, in each case applicable to or binding upon such Person and the Wind Project (as the case may be).

"Billed Percentage" or "BP" means the CITY's Proportion of Total Capacity applicable during the period from the Commencement Date to the Project Separation Date (less the aggregate amount of

any Third Party Purchaser Curtailed Capacity at the time of any determination thereof), calculated as follows:

$$BP = 21/(66 - 3CC)$$

"Business Day" shall mean every day other than a Saturday or Sunday or any other day on which banks in the States of Florida, Missouri, Delaware and Iowa are permitted or required to remain closed.

"Calculation Period" shall mean each hour during the Term.

"CITY Curtailment" shall mean any curtailment of the Wind Project resulting from either (a) an instruction by CITY pursuant to Section 2.1(e) of City's Crystal Lake III Agreement, including but not limited to any instruction by CITY to operate the Wind Project at a level that is different from the "real time set point" provided by the Transmission System Operator (inclusive of ramp time, if any), or (b) an instruction or direction from the Transmission System Operator to reduce the amount of Energy to be generated by the Wind Project below the amount otherwise then available to be generated arising from the offer submitted to the Transmission System Operator by the CITY's Market Participant with respect to the Wind Project .

"CITY Curtailment Period" shall mean, with respect to any given CITY Curtailment, the period commencing with start of the Calculation Period in which such CITY Curtailment starts and ending with the end of the Calculation Period in which such CITY Curtailment ends.

"CITY's Crystal Lake III Agreement" shall mean the February 7, 2012, Agreement between the CITY and Crystal Lake III regarding the sale and purchase of Wind Energy from the Wind Project, attached as Exhibit A, and any amendments thereto.

"CITY's Market Participant" shall mean the Person authorized by CITY to act on CITY's behalf or as its registered agent in MISO or its successor entity who meets the definition of "Market Participant" under MISO or its successor entity. CITY's Market Participant for the Energy shall be Crystal Lake III or its agent, pursuant to Section 2.12 of City's Crystal Lake III Agreement.

"CITY's Proportion of Energy" or "CPE" shall mean, (a) at the time of any determination thereof prior to the Project Separation Date, an amount equal to the product of (i) the Billed Percentage and (ii) the total amount of Energy at such time tendered at the Delivery Point; and (b) at the time of any determination thereof subsequent to the Project Separation Date, 100% of the Energy at such time tendered at the Delivery Point.

"CITY's Proportion of Total Capacity" shall mean (a) prior to the Project Separation Date, 31.818% of the Total Capacity and (b) subsequent to the Project Separation Date, 100% of the Total Capacity.

"CITY's Total Amount" shall have the meaning set forth in Section 2.1(d).

"Commencement Date" shall have the meaning set forth in Section 3.1.

"Commercial Model Change" shall mean a request by Crystal Lake III, pursuant to the rules of the Transmission System Operator, to change the commercial pricing model utilized by the Transmission System Operator for determining locational marginal prices in Transmission System Operator's Transmission System, in order to designate a Commercial Pricing Node for assigning a locational marginal price to Energy delivered to the Delivery Point from the portion of the Wind Project consisting of only the Specified Turbines and allocable to a market participant account identified with CITY.

"Commercial Pricing Node" shall mean (a) with respect to the period from the Commencement Date to the Project Separation Date, the virtual point at which Transmission System Operator assigns the locational price applicable to the Energy delivered from the Wind Project, designated on the Effective Date as ALTW.CRLK3, as further depicted in Exhibit "B", and (b) with respect to the period on and after Project Separation Date, the virtual point at which Transmission System Operator assigns the locational price applicable to the Energy delivered from the Wind Project allocable to the market participant account identified with CITY, to be designated as of the date of approval and implementation of the Commercial Model Change, as further depicted in Exhibit "E".

"Contract Year" means each year of the Term, whether such year is comprised of 365 or 366 Days, commencing with the year that begins on the Commencement Date and ends on the first anniversary of the Commencement Date.

"Credits" shall mean any and all present or future (whether known or unknown) aspects, claims, environmental attributes, characteristics and benefits associated with the generation of electric power at the Wind Project that have intrinsic value, separate and apart from the Energy produced. Credits include, but are not limited to, Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions, such as Renewable Energy Credit Reporting Rights. "Renewable Energy Credit Reporting Rights" are the rights of a Renewable Energy Credit purchaser to report the ownership of accumulated Renewable Energy Credit in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Renewable Energy Credit purchaser's discretion, and include without limitation those Renewable Energy Credit Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Renewable Energy Credits are accumulated on a MWh basis and one Renewable Energy Credit represents the Credits associated with one (1) MWh of Energy. "Renewable Energy Credits" means certificates, green tags, or other transferable indicia indicating generation of a particular quantity of energy from a renewable energy source by a renewable energy facility attributed to all of the Energy output during the Term created under a renewable energy, emission reduction, or other reporting program adopted by a governmental authority, or for which a registry and a market exists (which, as of the Commencement Date are certificates issued by Green-e in accordance with the Green-e Renewable

Electric Certification Program, National Standard Version 1.3 administered by the Center for Resource Solutions including any environmental attributes but specifically excluding (i) any and all present or future (whether known or unknown) state and federal production tax credits, investment tax credits and any other tax credits which are or will be generated by the Wind Project, and (ii) present or future (whether known or unknown) cash payments, grants under Section 1603 of the American Recovery and Reinvestment Act of 2009 or outright grants of money relating in any way to the Wind Project.

"Curtailed Energy" or "CE" shall mean the estimated amount of Energy (expressed in MWh) that would have been produced and delivered by Crystal Lake III to the CITY at the Delivery Point, calculated net of line losses, but for CITY Curtailments, calculated using (a) the Wind Project's then-applicable power curve, and (b) wind data (wind speed, wind direction, ambient temperature, barometric pressure, air density) from the primary on-site reference meteorological towers. For purposes of clause (a) above, on any date of determination, the Wind Project's then-applicable power curve shall be the power curve as adopted by the CITY and Crystal Lake III, and as updated as of such date of determination to reflect historical output and the availability of Turbines from the Wind Project.

"Day" or "day" shall mean a period of twenty-four (24) consecutive hours beginning at 00:00 hours Eastern Standard Time on any calendar day and ending at 24:00 hours Eastern Standard Time on the same calendar day.

"Delivery Point" shall be the Interconnection Point as defined in the Interconnection Agreement and as designated by the terms in the City's Crystal Lake III Agreement.

"Dispatchable Intermittent Resource" shall mean a generation resource whose economic maximum dispatch is dependent on forecast-driven fuel availability as defined by MISO.

"Eastern Standard Time" shall mean standard time in the fifth time zone west of Greenwich Mean Time as observed by the MISO Energy Market.

"Effective Date" shall have the meaning set forth on the first page of this Agreement.

"Energy" shall mean electric energy lawfully produced or generated by the Wind Project, which shall exclude Facility Consumption, and shall be in the form of three (3)-phase, sixty (60) Hertz, alternating current.

"Energy Market" shall mean the Midwest ISO Real–Time Energy Market as defined by MISO.

"Facility Consumption" shall mean electric energy consumed by the Wind Project, including line losses on SELLER's side of the Delivery Point.

"FERC" shall mean the Federal Energy Regulatory Commission or any successor government agency.

"Fixed Amount" shall mean, for any Calculation Period, the product of (i) the Fixed Rate applicable to such Calculation Period multiplied by (ii) the sum of the CITY's Proportion of Energy and the Curtailed Energy for such Calculation Period, calculated as follows:

Fixed Amount = (CPE + CE) x Fixed Rate

"Fixed Rate" or "FR" shall have the meaning set forth in Section 2.2.

"Floating Amount" shall mean, for any Calculation Period, the product of (i) the Floating Price applicable to such Calculation Period multiplied by (ii) the amount of the CITY's Proportion of Energy for such Calculation Period, calculated as follows:

Floating Amount = FP x CPE

"Floating Price" or "FP" shall mean, for any Calculation Period, the RTLMP applicable to such Calculation Period.

"GAAP" shall mean generally accepted accounting principles in the United States of America, consistently applied throughout the specified period.

"Interconnection Agreement" shall mean that certain Amended and Restated Generator Interconnection Agreement, among Midwest Independent Transmission System Operator, Inc., Crystal Lake Wind, LLC and ITC Midwest, LLC, dated December 11, 2009, as may be amended, supplemented or replaced from time to time.

"Interest Rate" means the rate per annum equal to the "Monthly" Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15-519, or its successor publication.

"Late Payment Rate" shall have the meaning set forth in Section 2.4(c).

"Meter" shall mean a utility grade instrument and associated equipment meeting applicable electric industry standards as established by NEMA and ANSI and used to measure and record the quantity and the required delivery characteristics of Energy delivered pursuant to the terms of City's Crystal Lake III Agreement.

"MISO" shall mean the Midwest Independent Transmission System Operator, Inc., its successors or assigns, or any similar entity that in the future may replace MISO with respect to all or a substantial part of its current responsibilities as applicable to the Wind Project.

"M-RETS" shall mean the Midwest Renewable Energy Tracking System or its equivalent as mutually agreed to by the Parties, or any successor renewable energy tracking program.

"MWh" shall mean a megawatt hour of Energy (rounded to the third decimal point).

"NAR" shall mean the North American Renewable Registry or its equivalent as mutually agreed to by the Parties, or any successor renewable energy tracking or registry program.

"Project Separation Date" means the later of (i) the date on which the Wind Project is modified by physically separating, and separately metering, a portion of the Wind Project comprised of only the Specified Turbines and (ii) the date on which MISO accepts and approves the Commercial Model Change.

"Purchased Energy" shall all Energy purchased by CITY pursuant to City's Crystal Lake III Agreement.

"Reliability Coordinator" shall mean MISO or any successor thereto.

"RTLMP" shall mean for each hour of a Day, the Real Time Locational Marginal Price expressed in U.S. dollars per MWh at the Delivery Point with respect to the Commercial Pricing Node for such hour, as determined by the Transmission System Operator in accordance with the Transmission System Operator Tariff and the applicable Transmission System Operator Business Practices Manuals, Market Rules and Procedures.

"Site" shall mean the real property located in Hancock and Winnebago Counties, Iowa on which the Wind Project is located, as further described in Exhibit "A".

"Specified Turbines" means the string of fourteen (14) Turbines specified on Exhibit "D" of City's Crystal Lake III Agreement.

"Term" shall have the meaning set forth in Section 3.1.

"Third Party Purchaser" shall mean any Person that is a party to, and purchases Energy under, a Third Party Power Purchase Agreement, as defined in CITY's Crystal Lake III Agreement.

"Third Party Purchaser Curtailed Capacity" or "3CC" shall mean the aggregate amount of Total Capacity curtailed by Crystal Lake III during any Calculation Period resulting directly or indirectly from Third Party Purchasers' exercise of curtailment rights comparable to a CITY Curtailment during such Calculation Period.

"Total Amount" shall mean (i) with respect to the period from the Commencement Date to the Project Separation Date, the "Total Amount" calculated pursuant to Section 2.1(f)(iv) of the City's Crystal Lake III Agreement; and (ii) with respect to the period on and after the Project Separation Date, the "Total Amount" calculated pursuant to Section 2.1(g)(iv) of the City's Crystal Lake III Agreement.

"Total Capacity" shall mean, at any given time, the aggregate capacity of all Turbines that are installed at the Wind Project.

"Transmission Owner" shall mean the entity that owns and maintains the portion of the Transmission System Operator's Transmission System that interconnects with the Wind Project, which entity is currently ITC Midwest, LLC.

"Transmission System Operator" shall mean the entity that administers the Transmission System Operator Tariff and provides transmission service to transmission customers under applicable transmission service agreements using Transmission System Operator's Transmission System, which entity is currently MISO.

"Transmission System Operator Tariff" shall mean the "Open Access Transmission and Energy Market Tariff for the Midwest Independent Transmission System Operator, Inc.", as amended, including all schedules, modules and attachments, or any tariff of a successor to the MISO.

"Transmission System Operator's Interconnection Facilities" shall mean the interconnection facilities, control and protective devices and metering facilities required to connect the Transmission System Operator's Transmission System with the Wind Project up to, and on the Transmission System Operator's side of, the Delivery Point.

"Transmission System Operator's Transmission System" shall mean the facilities for the transmission of Energy from the Delivery Point.

"Turbine" shall mean a single wind turbine generating system, including the tower, pad, transformer and controller system, installed as part of the Wind Project.

"University's Share of Energy" shall mean the University's Percentage of all Energy purchased by CITY from Crystal Lake III pursuant to the City's Crystal Lake III Agreement.

"University's Percentage" shall mean the University's percentage share of the CITY's Crystal Lake III Agreement, pursuant to the terms of this Agreement. Unless otherwise agreed to by the Parties pursuant to Section 2.1 (f), the University's Percentage shall be fifty percent.

"Wind Project" shall mean the electrical plant and equipment used to generate electricity utilizing renewable wind power located at the Site, including SELLER's Interconnection Facilities, and any and all additions, replacements or modifications, provided that the Wind Project shall be deemed not to include any capacity in excess of the aggregate capacity of the Wind Project specified in Exhibit "B", except as such capacity may be increased by means other than increasing the number of Turbines comprising the Wind Project; provided, however, that on and after the Project Separation Date, the Wind Project shall include no Turbines other than the Specified Turbines, and such other plant and equipment described above to the extent related to the generation and delivery of Energy from the Specified Turbines. The Wind Project may also be referred to as the "Crystal Lake III Wind Energy Facility".

ARTICLE 2
University's Share of City's Purchase of Wind Energy and Credits from Crystal Lake III

2.1 University's Share of Crystal Lake III Agreement.

(a) City's Crystal Lake III agreement, which is attached as Exhibit A, is incorporated herein by reference. Should there be a conflict in terms, any ambiguity shall be resolved in the following order:

(a) Mutual Agreement

(b) Applicable Laws;

(c) The terms of this agreement;

(d) The terms of the CITY's Crystal Lake III agreement.

(b) Wind Energy and Associated Credits. In accordance with the terms and conditions hereof, commencing on the Commencement Date and continuing through the remainder of the Term, UNIVERSITY shall be entitled to the University's Percentage of Energy and any associated Credits purchased by CITY pursuant to the Crystal Lake III Agreement, provided that CITY makes no representation, warranty or guarantee as to the amount of Energy to be provided hereunder. In consideration for the University's Share of the Energy and Credits of the City's Crystal Lake III Agreement, the University shall pay CITY University's Percentage of all amounts due to Crystal Lake III by CITY pursuant to the Crystal Lake III Agreement, including any Curtailed Energy costs, or other costs, fees, or surcharges.

(c) Real Time Market Sales. Both CITY and UNIVERSITY acknowledge that pursuant to Section 2.1(d) of the City's Crystal Lake III Agreement, all sales of Energy shall occur in the real time market established by the Transmission System Operator and all amounts due and payable respecting the purchase and sale of Energy hereunder shall be based on the mathematical calculations provided for in Section 2.1 of City's Crystal Lake III Agreement.

(d) Sale and Purchase of Energy and Associated Credits

(a) CITY shall sell to UNIVERSITY University's Percentage of CITY's Proportion of Energy at the then applicable Fixed Rate. CITY shall also sell and UNIVERSITY shall receive and purchase all Credits associated with the quantity of Energy purchased by UNIVERSITY pursuant to this Section at no additional charge or compensation therefor.

(b) During the term, amounts due and payable respecting the purchase and sale of University's Share of Energy and associated Credits hereunder shall be determined as follows:

(A) The University's Total Amount for any Calculation Period shall equal an amount calculated as follows:

UNIVERSITY'S Total Amount = University's Percentage of the CITY'S TOTAL AMOUNT

CITY'S TOTAL AMOUNT = (Fixed Amount for such Calculation Period) – (Floating Amount for such Calculation Period)

(B) In the event that the UNIVERSITY'S Total Amount for such Calculation Period is positive, UNIVERSITY shall pay CITY such UNIVERSITY'S Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(C) In the event that the UNIVERSITY'S Total Amount for such Calculation Period is negative, CITY shall pay UNIVERSITY the absolute value of such UNIVERSITY'S Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(D) In the event that the UNIVERSITY'S Total Amount for such Calculation Period is zero, neither Party shall pay the other Party for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(e) Renewable Energy Credits; Credits.

(a) UNIVERSITY shall be entitled to all Credits resulting from the generation of University's Share of Energy that is actually purchased by University pursuant to this Agreement to the extent such Credits may exist during the Term.

(b) Throughout the Term, to the extent necessary, CITY shall assign to UNIVERSITY all rights and authority necessary for UNIVERSITY to register, hold, and manage such Credits in UNIVERSITY's own name and to UNIVERSITY'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 Credits, including without limitation M-RETS, NARS, or other entity by agreement of the Parties. CITY shall execute and deliver to UNIVERSITY on a quarterly basis or as required by M-RETS, NARS or other entity the attestation form attached hereto as Exhibit "C" ("Attestation Form") and/or such other documentation as may be required by M-RETS, NARS, or other entity, verifying the assignment of Credits associated with Purchased Energy that is actually purchased by UNIVERSITY pursuant to this Agreement. To the extent M-RETS, NARS, or other entity, or Applicable Law requires CITY (as opposed to UNIVERSITY) to apply for accreditation or verification of Credits from the UNIVERSITY's share of Energy, CITY shall make commercially reasonable efforts to make such applications upon UNIVERSITY's request and at UNIVERSITY's cost and expense. Upon request, CITY shall provide UNIVERSITY with an estimate of the cost and expense of such application prior to making such application. If CITY elects to accredit or verify CITY's Credits, CITY shall be solely responsible for the cost and expense of such application.

(c) Both Parties acknowledge that the Parties are currently members of NAR.

(f) Changes in the University's Percentage. The University's Percentage may be changed at any time during the Term or may change monthly based on University funding available upon mutual agreement by both Parties. The Parties shall agree to the effective date of any change in the University's Percentage. If the Parties are unable to agree, either Party may terminate the Agreement pursuant to Section 3.3.

2.2 ***Fixed Rate Schedule.*** The "Fixed Rate" for any given Calculation Period for each MWh of Purchased Energy and the associated Credits shall equal the rate set forth below for the period including such Calculation Period:

From the effective date of the Agreement through and including December 31, 2012	$42.50 MWh
January 1, 2013 through and including December 31, 2013	$43.50 MWh
January 1, 2014 through and including December 31, 2014	$44.50 MWh
January 1, 2015 through the end of the term	$45.00 MWh

2.3 ***CITY'S Credits.*** CITY shall be entitled to all Credits that the UNIVERSITY is not entitled to pursuant to the provisions of Section 2.1(e). UNIVERSITY acknowledges that CITY has the right to sell any Credits to which CITY is entitled pursuant to this Section 2.3 to any Person other than UNIVERSITY at any rate and upon any terms and conditions that CITY may determine in its sole discretion without liability to UNIVERSITY hereunder. UNIVERSITY shall have no claim, right or interest in such CITY's Credits or in any amount that CITY realized from the sale of such CITY's Credits.

2.4 ***Billing and Payment.*** Billing and payment for Purchased Energy sold to and purchased by UNIVERSITY under this Agreement and any other amounts due and payable hereunder shall be as follows:

(a) Pursuant to City's Crystal Lake III Agreement, CRYSTAL LAKE shall calculate the amount of Purchased Energy from recordings produced by the Meter(s) for the Wind Project pursuant to CITY's Agreement with CRYSTAL LAKE and the amount of Curtailed Energy for which CITY is obligated to compensate CRYSTAL LAKE pursuant thereto, following the last Day of each calendar month and on the last Day of the Term, if not the last day of the month. No later than the fifth (5th) Day of each calendar month, CRYSTAL LAKE shall deliver to CITY an electronic invoice showing:

(a) the amount of Purchased Energy delivered to the Delivery Point by CRYSTAL LAKE during the preceding calendar month (or in the case of the final year of the Term, the last calendar month or portion thereof of the Term);

(b) the amount of Curtailed Energy during the preceding calendar month (or in the case of the final year of the Term, the last calendar month or portion of the Term) for which CITY is obligated to compensate CRYSTAL LAKE pursuant hereto;

(c) CRYSTAL LAKE's computation of the Fixed Amount for such preceding calendar month;

(d) the Floating Price for each hour during such preceding calendar month;

(e) CRYSTAL LAKE's computation of Floating Amount during such preceding calendar month;

(f) CRYSTAL LAKE's computation of the Total Amount for such preceding calendar month;

(g) the Total Amount payable by CITY to CRYSTAL LAKE, in the event that the Total Amount for such preceding calendar month is greater than zero;

(h) the absolute value of the Total Amount payable by CRYSTAL LAKE to CITY, in the event that the Total Amount for such preceding calendar month is less than zero;

(i) no Total Amount payable by either Party, in the event that the Total Amount is equal to zero; and

(j) any other amounts owed by one Party to the other Party pursuant to this Agreement; and

(b) CITY's calculation of UNIVERSITY's TOTAL AMOUNT. CITY shall provide a copy of Crystal Lake's electronic invoice to UNIVERSITY along with CITY's calculation of UNIVERSITY'S share of amounts payable by either Party. CITY's electronic invoice shall include the UNIVERSITY'S TOTAL AMOUNT, pursuant to this Agreement.

(c) Not more than fifteen (15) Days after receipt of each timely delivered invoice (unless such Day is not a Business Day, in which case such payment shall be due on the next succeeding Business Day), UNIVERSITY shall pay to CITY, by electronic funds transfer of immediately available funds to an account specified in writing by CITY or by any other means agreed to by the Parties in writing from time to time, the undisputed amount set forth as due in such invoice. In the event that the invoice is delivered after the fifth (5th) Day of the calendar month, UNIVERSITY shall have forty-five (45) Days after receipt of such invoice (unless such Day is not a Business Day, in which case such payment shall be due on the next succeeding Business Day), to pay to CITY the undisputed amount set forth as due in such invoice. In the event that after delivery of the invoice for any given calendar month, MISO publishes any revised RTLMP for any hour in such calendar month, the amounts provided for above in clauses (iv) through (xi) shall be adjusted as applicable and any such adjustment shall be accounted for in the invoice for the next succeeding calendar month.

(d) Within two (2) years after receipt of any invoice, either Party may provide written notice to the other Party of any alleged error therein and the Parties shall meet, by telephone conference call or otherwise within ten (10) Days of the other Party's receipt of such notice, for the purpose of attempting to resolve the Dispute. If UNIVERSITY in good faith disputes any portion of the charges contained in an invoice, UNIVERSITY will pay the undisputed portion and may withhold the disputed portion of the invoice in accordance with Section 2.7(c). If the Parties are

unable to resolve the Dispute within thirty (30) Days after such initial meeting, then either Party may proceed to seek any remedy that may be available to such Party at law or in equity.

(e) Except as otherwise provided in this Agreement, all payments hereunder shall be made without set-off or deduction. If UNIVERSITY in good faith disputes an invoice, UNIVERSITY shall provide CITY with a written explanation specifying in detail the basis for the dispute, and UNIVERSITY shall pay the undisputed portion of the invoice in accordance with these payment terms. Disputed portions of CITY's invoice shall be due and payable no later than thirty (30) days after resolution of the dispute. Payments of disputed amounts shall in no way waive UNIVERSITY's right to contest charges. Any payment not made by the date required by this Agreement shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received at an annual rate equal to the Interest Rate then in effect plus two percent (2%), but in no event shall such interest exceed the maximum interest rate permitted by Applicable Law ("Late Payment Rate"). If, as a result of a Dispute settled in favor of UNIVERSITY, a refund is owed to UNIVERSITY, then the amount of the overpayment shall bear interest from the date on which such payment was made by UNIVERSITY through and including the date that the overpayment is refunded by CITY at an annual rate equal to the Late Payment Rate.

(f) Statements or invoices shall be sent to UNIVERSITY by electronic mail to the electronic mail address designated in Section 5.2 . UNIVERSITY may change the electronic mail address by providing written notice to CITY.

(g) To the extent that at the end of the Term, after offsetting all amounts owed by UNIVERSITY to CITY, CITY owes any amount to UNIVERSITY, CITY shall pay such amount to UNIVERSITY within thirty (30) days after the expiration of the Term.

2.5 Scheduling and Energy Market Settlement.

(a) Scheduling. Both Parties agree that Crystal Lake III or its agent shall be the Market Participant and shall be responsible for the scheduling of all Purchased Energy during the Term, including, without limitation, arranging any Open Access Same Time Information Systems (OASIS), tagging, transmission scheduling or similar protocols with the Transmission System Operator or any other Persons. Crystal Lake III, as the Market Participant, shall be responsible for the payment of all charges associated with such scheduling activities, except as otherwise expressly provided in this Agreement, including, without limitation, any imbalance charges. The Parties recognizes that the Wind Project is registered as a "Dispatchable Intermittent Resource" with MISO, and CRYSTAL LAKE III(or CRYSTAL LAKE's agent), as the Market Participant, shall be subject to the scheduling requirements associated with a MISO Dispatchable Intermittent Resource. The CITY's Market Participant, shall offer all Purchased Energy into the Energy Market utilizing the real-time offer price provided by CITY, which offer price shall be provided at least two (2) hours prior to the applicable deadline for real-time offers in the Energy Market. The real-time offer submitted by City's Market Participant to the Transmission System Operator shall reflect CITY's offer price. If CITY does not provide the real-time offer as provided by this paragraph, the Parties agree that the CITY's Market Participant will submit the real-time offer using an offer of zero dollars ($0) per MWh.

(b) Energy Market Settlement. The CITY's Market Participant shall be responsible for the Energy Market settlement of all Purchased Energy during the Term; including all costs and benefits associated therewith.

2.6 Measurement of Purchased Energy. Both Parties agree that all data, metering, and measurements shall be conducted in accordance with Article 4 of the City's Crystal Lake III Agreement.

ARTICLE 3
TERM, CONDITIONS PRECEDENT, TERMINATION AND DEFAULTS

3.1 Term. The "Term" of this Agreement shall commence at 00:00 hours on Feb 11, 2013 2012 (the "Commencement Date"), and shall continue until the date that is one (1) year following the Commencement Date. Thereafter, the Agreement shall automatically be renewed for successive terms of one year, unless the Agreement is terminated pursuant to the provisions of this Agreement.

3.2 Events of Breach. A Party shall be considered in Breach of this Agreement upon:

(a) The failure to perform or observe a material term or condition of this Agreement, including but not limited to any material Breach of a representation, warranty or covenant made in this Agreement;

(b) The Party (i) becoming insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator; or

(c) The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement.

3.3 Termination.

(a) By Mutual Agreement. This Agreement may be terminated at anytime during its Term upon mutual agreement by both Parties.

(b) By Convenience. With thirty days written notice, either Party may terminate this Agreement for Convenience.

(c) By Default. Upon the occurrence of an event of Default pursuant to Section 3.2, either Party may terminate this Agreement in accordance with Section 3.2.

(d) By Termination of City's Crystal Lake III Agreement. Should CITY's Agreement with Crystal Lake III terminate for any reason, this Agreement shall automatically terminate.

*3.4 **Effect of Termination.*** No termination of this Agreement shall release the Parties from any obligations to pay for Energy and associated Credits supplied prior to termination pursuant to this Agreement. Within sixty (60)days of termination, the Parties shall pay all amounts due either Party.

ARTICLE 4
REPRESENTATIONS, WARRANTIES AND COVENANTS

*4.1 **UNIVERSITY's Representations and Warranties.*** UNIVERSITY represents and warrants as follows:

(a) UNIVERSITY is a public corporation of the State of Missouri;

(b) UNIVERSITY has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

(c) UNIVERSITY has taken all action required by Applicable Law in order to approve, execute and deliver this Agreement;

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by UNIVERSITY with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of UNIVERSITY or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which UNIVERSITY is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(e) The UNIVERSITY has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

(f) To the UNIVERSITY's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect UNIVERSITY's ability to perform its obligations under this Agreement; and

(g) This Agreement is a legal, valid and binding obligation of UNIVERSITY enforceable in accordance with its terms, except as limited by laws of general applicability limiting

the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.

4.2 CITY's Representations and Warranties.

(a) CITY represents and warrants as follows:

(a) CITY is a municipality, duly organized, validly existing, and in good standing under the laws of the State of Missouri;

(b) CITY has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

(c) CITY has taken all action required by Applicable Law in order to approve, execute and deliver this Agreement;

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by CITY with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of CITY or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which CITY is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(e) CITY has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

(f) There are no bankruptcy, insolvency, reorganization or receiverships pending or being contemplated by CITY, or to its knowledge threatened against CITY;

(g) To the CITY's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect CITY's ability to perform its obligations under this Agreement; and

(h) This Agreement is a legal, valid and binding obligation of CITY enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.

ARTICLE 5
MISCELLANEOUS

5.1 Successors and Assigns; Assignment.

This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party.

5.2 Notices. Each notice, request, demand, statement or routine communication required or permitted under this Agreement, or any notice or communication that either Party may desire to deliver to the other, shall be in writing and shall be considered delivered effective: (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to University:

University of Missouri
Attention: Director, Campus Facilities - Energy Management
Campus Facilities – Energy Management Office
417 South Fifth Street
Columbia, MO 65211
Email: Hoemannp@missouri.edu (for general correspondence)
Candrlj@missouri.edu (for billing)

If to CITY: City of Columbia
Attention: Tad Johnsen, Director of Water and Light
P.O. Box 6015
Columbia, Missouri 65205
Email: TAJOHNSE@GoColumbiaMo.com

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

5.3 Force Majeure. The performance of each Party under the Agreement may be subject to interruptions or reductions due to an event of Force Majeure. The term "Force Majeure" shall mean an event or circumstance beyond the control of the Party claiming Force Majeure, which, by exercise of due diligence and foresight, could not reasonably have been avoided, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, 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. 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.

5.4 ***Amendments***. This Agreement shall not be modified nor amended unless such modification or amendment shall be in writing and signed by authorized representatives of both Parties.

5.5 ***Audit***. Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement including amounts of Purchased Energy and Curtailed Energy. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Late Payment Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twenty four (24) months from the rendition thereof, and thereafter any objection shall be deemed waived.

5.6 ***Waivers***. Failure to enforce any right or obligation by any Party with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter nor to any other matter. Any waiver by any Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing. Such waiver shall not be deemed a waiver with respect to any subsequent default or other matter.

5.7 ***Severability.*** If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void, all other terms of the Agreement shall remain in effect; provided that the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any Applicable Law and the intent of the Parties.

5.8 ***Governing Law And Venue***. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

5.9 ***General Laws.*** The Parties shall comply with all Applicable Laws.

5.10 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto and nothing contained herein shall be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement.

5.11 ***Captions; Construction***. All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the content or scope of this Agreement. Any term and provision of this

Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

5.12 Employment of Unauthorized Aliens Prohibited. UNIVERSITY agrees to comply with Missouri State Statute Section 285.530 in that UNIVERSITY shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, UNIVERSITY shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. UNIVERSITY shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

5.13 Entire Agreement

This Agreement shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement.

5.14 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties have executed this Agreement in the manner appropriate to each on the date set forth above.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

_____ 3/19/13
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Fred Boeckmann, City Counselor

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: _____

Name: Stephen G Mack

Title: Director of Procurement

APPROVED AS TO LEGAL FORM
2/11/13 KKM

ATTEST:

_____
Signature
Name: Cindy S. Harmon
Title: Secretary

Exhibit A

HANCOCK AND WINNEBAGO COUNTIES, IOWA
CRYSTAL LAKE III WIND ENERGY FACILITY

POWER PURCHASE AGREEMENT

between

CITY OF COLUMBIA

as CITY

and

CRYSTAL LAKE WIND III, LLC

as SELLER

dated as of

February 1st, 2012

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POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT (this "Agreement") is made this 7th day of February, 2012 (the "Effective Date"), by and between City of Columbia, a Missouri municipality ("CITY"), and Crystal Lake Wind III, LLC, a Delaware limited liability company ("SELLER"). CITY and SELLER are each individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, SELLER owns and is currently operating a wind generation facility with 66 MW aggregate capacity on a site located in Hancock and Winnebago Counties, Iowa; and

WHEREAS, SELLER desires to sell, and CITY desires to purchase and receive, Energy and the associated Credits from the Wind Project on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

ARTICLE 1
DEFINITIONS

*1.1 **Definitions**.* Unless otherwise required by the context in which any term appears: (i) capitalized terms used in this Agreement shall have the meanings specified in this Article 1; (ii) the singular shall include the plural and vice versa; (iii) references to "articles," "sections," "schedules," "annexes," "appendices" or "exhibits" (if any) shall be to Articles, Sections, Schedules, Annexes, Appendices or Exhibits hereof; (iv) all references to a particular entity shall include a reference to such entity's successors and permitted assigns; (v) the words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection hereof; (vi) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (vii) references to this Agreement shall include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time; and (viii) the masculine shall include the feminine and neuter and vice versa.

"Affiliate" shall mean, with respect to any Person, (i) each Person that directly or indirectly, controls or is controlled by or is under common control with such designated Person; (ii) any Person that beneficially owns or holds fifty percent (50%) or more of any class of voting securities of such designated Person or fifty percent (50%) or more of the equity interest in such designated Person; or (iii) any Person of which such designated Person beneficially owns or holds fifty percent (50%) or more of the equity interest. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction

of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"Agreement" shall have the meaning set forth in the first paragraph hereof.

"Applicable Law" shall mean, with respect to any Person and the Wind Project, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, tariffs, regulations, governmental approvals, licenses and permits, directives and requirements of all regulatory and other governmental authorities as may be amended, in each case applicable to or binding upon such Person and the Wind Project (as the case may be).

"Billed Percentage" or "BP" means the CITY's Proportion of Total Capacity applicable during the period from the Commencement Date to the Project Separation Date (less the aggregate amount of any Third Party Purchaser Curtailed Capacity at the time of any determination thereof), calculated as follows:

$$BP = 21/(66 - 3CC)$$

"Business Day" shall mean every day other than a Saturday or Sunday or any other day on which banks in the States of Florida, Missouri, Delaware and Iowa are permitted or required to remain closed.

"Business Operating Rules" shall have the meaning set forth in Section 2.14.

"Calculation Period" shall mean each hour during the Term.

"Calculation Year" shall mean, with respect to a termination of this Agreement pursuant to Section 3.3, each year that Purchased Energy would have been purchased by CITY hereunder during the remainder of the Term (absent termination of this Agreement).

"CITY" shall have the meaning set forth in the first paragraph of this Agreement

"CITY Curtailment" shall mean any curtailment of the Wind Project resulting from either (a) an instruction by CITY pursuant to Section 2.1(e), including but not limited to any instruction by CITY to operate the Wind Project at a level that is different from the "real time set point" provided by the Transmission System Operator(inclusive of ramp time, if any), or (b) an instruction or direction from the Transmission System Operator to reduce the amount of Energy to be generated by the Wind Project below the amount otherwise then available to be generated arising from the offer submitted to the Transmission System Operator by the CITY's Market Participant with respect to the Wind Project pursuant to Section 2.12 (a). For the avoidance of doubt, CITY Curtailment shall not include any System Curtailment or any other curtailment instructed or directed by the Transmission System Operator that does not arise from the offer submitted to the Transmission System Operator by the CITY's Market Participant with respect to the Wind Project pursuant to Section 2.12(a).

"CITY Curtailment Period" shall mean, with respect to any given CITY Curtailment, the period commencing with start of the Calculation Period in which such CITY Curtailment starts and ending with the end of the Calculation Period in which such CITY Curtailment ends.

"CITY Downgrade Event" shall be deemed to have occurred if CITY shall fail to have a Long Term Credit Rating of not less than BBB- from S&P or Baa3 from Moody's (if rated by one of the Rating Agencies), or not less than BBB- from S&P and Baa3 from Moody's (if rated by both of the Rating Agencies), and if such credit ratings are equal to such required levels from S&P or from Moody's, with a "credit watch", "negative outlook" or other rating decline alert issued by either S&P or Moody's, as applicable.

"CITY's Check Meters" shall have the meaning set forth in Section 4.1(b).

"CITY's Designated Check Meter" shall mean the CITY's Check Meter, as adjusted to reflect the Energy delivered to the Delivery Point, designated from time to time by the CITY to act as a backup Meter pursuant to Section 4.2.

"CITY's Market Participant" shall mean the Person authorized by CITY to act on CITY's behalf or as its registered agent in MISO or its successor entity who meets the definition of "Market Participant" under MISO or its successor entity. CITY's Market Participant for the Energy shall be SELLER.

"CITY's Proportion of Energy" or "CPE" shall mean, (a) at the time of any determination thereof prior to the Project Separation Date, an amount equal to the product of (i) the Billed Percentage and (ii) the total amount of Energy at such time tendered at the Delivery Point; and (b) at the time of any determination thereof subsequent to the Project Separation Date, 100% of the Energy at such time tendered at the Delivery Point.

"CITY's Proportion of Total Capacity" shall mean (a) prior to the Project Separation Date, 31.818% of the Total Capacity and (b) subsequent to the Project Separation Date, 100% of the Total Capacity.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Commencement Date" shall have the meaning set forth in Section 3.1.

"Commercial Model Change" shall mean a request by SELLER, pursuant to the rules of the Transmission System Operator, to change the commercial pricing model utilized by the Transmission System Operator for determining locational marginal prices in Transmission System Operator's Transmission System, in order to designate a Commercial Pricing Node for assigning a locational marginal price to Energy delivered to the Delivery Point from the portion of the Wind Project consisting of only the Specified Turbines and allocable to a market participant account identified with CITY, separate and distinct from the Commercial Pricing Node designated on the Effective Date as ALTW.CRLK3, as specified in Exhibits D and E.

"Commercial Pricing Node" shall mean (a) with respect to the period from the Commencement Date to the Project Separation Date, the virtual point at which Transmission System Operator assigns the locational price applicable to the Energy delivered from the Wind Project, designated on the Effective Date as ALTW.CRLK3, as further depicted in Exhibit "B", and (b) with respect to the period on and after Project Separation Date, the virtual point at which Transmission System Operator assigns the locational price applicable to the Energy delivered from the Wind

Project allocable to the market participant account identified with CITY, to be designated as of the date of approval and implementation of the Commercial Model Change, as further depicted in Exhibit "E".

"Confidential Information" shall have the meaning set forth in Section 8.1.

"Contract Year" means each year of the Term, whether such year is comprised of 365 or 366 Days, commencing with the year that begins on the Commencement Date and ends on the first anniversary of the Commencement Date.

"Credits" shall mean any and all present or future (whether known or unknown) aspects, claims, environmental attributes, characteristics and benefits associated with the generation of electric power at the Wind Project that have intrinsic value, separate and apart from the Energy produced. Credits include, but are not limited to, Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions, such as Renewable Energy Credit Reporting Rights. "Renewable Energy Credit Reporting Rights" are the rights of a Renewable Energy Credit purchaser to report the ownership of accumulated Renewable Energy Credit in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Renewable Energy Credit purchaser's discretion, and include without limitation those Renewable Energy Credit Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Renewable Energy Credits are accumulated on a MWh basis and one Renewable Energy Credit represents the Credits associated with one (1) MWh of Energy. "Renewable Energy Credits" means certificates, green tags, or other transferable indicia indicating generation of a particular quantity of energy from a renewable energy source by a renewable energy facility attributed to all of the Energy output during the Term created under a renewable energy, emission reduction, or other reporting program adopted by a governmental authority, or for which a registry and a market exists (which, as of the Commencement Date are certificates issued by Green-e in accordance with the Green-e Renewable Electric Certification Program, National Standard Version 1.3 administered by the Center for Resource Solutions including any environmental attributes but specifically excluding (i) any and all present or future (whether known or unknown) state and federal production tax credits, investment tax credits and any other tax credits which are or will be generated by the Wind Project, and (ii) present or future (whether known or unknown) cash payments, grants under Section 1603 of the American Recovery and Reinvestment Act of 2009 or outright grants of money relating in any way to the Wind Project.

"Curtailed Energy" or "CE" shall mean the estimated amount of Energy (expressed in MWh) that would have been produced and delivered by SELLER to the CITY at the Delivery Point, calculated net of line losses, but for CITY Curtailments, calculated using (a) the Wind Project's then-applicable power curve, and (b) wind data (wind speed, wind direction, ambient temperature,

barometric pressure, air density) from the primary on-site reference meteorological towers. For purposes of clause (a) above, on any date of determination, the Wind Project's then-applicable power curve shall be the power curve as adopted by the Parties as part of the Business Operating Rules, and as updated as of such date of determination to reflect historical output and the availability of Turbines from the Wind Project.

"Day" or "day" shall mean a period of twenty-four (24) consecutive hours beginning at 00:00 hours Eastern Standard Time on any calendar day and ending at 24:00 hours Eastern Standard Time on the same calendar day.

"Delivery Point" shall be the Interconnection Point as defined in the Interconnection Agreement. Prior to the Project Separation Date, the Delivery Point is more specifically described in Exhibit "B". After the Project Separation Date, the Delivery Point is more specifically described in Exhibit "E".

"Disclosing Party" shall have the meaning set forth in Section 8.1.

"Dispatchable Intermittent Resource" shall mean a generation resource whose economic maximum dispatch is dependent on forecast-driven fuel availability as defined by MISO.

"Dispute" shall have the meaning set forth in Section 8.16.

"Eastern Standard Time" shall mean standard time in the fifth time zone west of Greenwich Mean Time as observed by the MISO Energy Market.

"Effective Date" shall have the meaning set forth on the first page of this Agreement.

"Energy" shall mean electric energy lawfully produced or generated by the Wind Project, which shall exclude Facility Consumption, and shall be in the form of three (3)-phase, sixty (60) Hertz, alternating current.

"Energy Market" shall mean the Midwest ISO Real–Time Energy Market as defined by MISO.

"Event of Default" shall have the meaning set forth in Section 3.3.

"Facility Consumption" shall mean electric energy consumed by the Wind Project, including line losses on SELLER's side of the Delivery Point.

"FERC" shall mean the Federal Energy Regulatory Commission or any successor government agency.

"Fixed Amount" shall mean, for any Calculation Period, the product of (i) the Fixed Rate applicable to such Calculation Period multiplied by (ii) the sum of the CITY's Proportion of Energy and the Curtailed Energy for such Calculation Period, calculated as follows:

$$\text{Fixed Amount} = (\text{CPE} + \text{CE}) \times \text{Fixed Rate}$$

"Fixed Rate" or "FR" shall have the meaning set forth in Section 2.2.

"Floating Amount" shall mean, for any Calculation Period, the product of (i) the Floating Price applicable to such Calculation Period multiplied by (ii) the amount of the CITY's Proportion of Energy for such Calculation Period, calculated as follows:

Floating Amount = FP x CPE

"Floating Price" or "FP" shall mean, for any Calculation Period, the RTLMP applicable to such Calculation Period.

"Force Majeure" shall mean any event or circumstance which wholly or partly prevents or delays the performance of any obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (ii) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such Party's ability to perform its obligations under this Agreement and which by the exercise of reasonable diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby.

(a) Subject to the foregoing, events that could qualify as Force Majeure include, but are not limited to, the following:

(i) acts of God or the public enemy, war, whether declared or not, blockade, insurrection, riot, civil disturbance, public disorders, rebellion, violent demonstrations, revolution, sabotage or terrorist action;

(ii) any effect of unusually severe natural elements, including fire, subsidence, earthquakes, floods, tornadoes, storms, lightning, or similar cataclysmic occurrence or other unusual natural calamities;

(iii) except as set forth in subsection (b)(v) below, strikes, work stoppage or other labor disputes (in which case the affected Party shall have no obligation to settle the strike or labor dispute on terms it deems unreasonable);

(iv) explosion, accident or epidemic;

(v) governmental action or inaction;

(vi) so long as the cause thereof otherwise would qualify as a Force Majeure event, the unavailability of labor, fuel, power or raw materials, the breakdown of the Wind Project, or other plant breakdown or equipment failure, and any event affecting the ability of any supplier (including under any engineering, procurement or construction agreement for the Wind Project) to the Wind Project, to fulfill its obligations to SELLER and the Wind Project; or

(vii) emergencies (including but not limited to transmission load relief events and minimum generation emergencies) declared by the Transmission System Operator or any other authorized successor or regional transmission organization or any state or federal regulator or legislature requiring a forced curtailment of the Wind Project or making it impossible for the Transmission System Operator to transmit Energy, including Energy to be delivered pursuant to this Agreement.

(b) Force Majeure shall not be based on:

(i) CITY's inability to obtain transmission service and the unavailability or interruption of transmission service (unless the unavailability or the interruption was the result of a System Emergency or otherwise caused by an occurrence that itself would qualify as a Force Majeure event);

(ii) CITY's inability economically to use or resell the Purchased Energy or the Credits purchased hereunder;

(iii) SELLER's ability to sell the Purchased Energy or the Credits at a price greater than the price set forth in this Agreement;

(iv) SELLER's failure to obtain additional funds, including funds authorized by a state or the federal government or agencies thereof, to supplement the payments made by CITY pursuant to this Agreement;

(v) a strike, work stoppage or labor dispute limited only to any one or more of SELLER, SELLER's Affiliates, or any other third party employed by SELLER to work on the Project; or

(vi) a Party's inability to pay amounts due to the other Party under this Agreement, except if such inability is caused solely by a Force Majeure event that disables physical or electronic facilities necessary to transfer funds to the payee Party.

"Forced Outage" shall mean the shutdown or unavailability of the Wind Project, or a portion thereof, other than as a Planned Outage, curtailment or event of Force Majeure. A Forced Outage shall not include an outage that may be deferred to a Planned Outage consistent with Good Utility Industry Practices and without causing or the reasonable likelihood of causing safety risk, damage to equipment or additional costs.

"GAAP" shall mean generally accepted accounting principles in the United States of America, consistently applied throughout the specified period.

"Good Utility Industry Practices" shall mean the practices, methods, and acts (including, but not limited to, the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, codes, standards, reliability, safety, environmental protection, economy, and expedition. With

respect to the Wind Project, Good Utility Industry Practice(s) includes, but are not limited to, taking reasonable steps to ensure that:

(a) Equipment, materials, resources and supplies are available to meet the Wind Project's needs;

(b) Sufficient operating personnel are available at all times and are adequately experienced, trained and licensed as necessary to operate the Wind Project properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions whether caused by events on or off the site of the Wind Project;

(c) Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable long-term and safe operation, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;

(d) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;

(e) Equipment is not operated in a reckless manner, or in a manner unsafe to workers, the general public, or contrary to environmental laws or regulations or without regard to defined limitations such as flood conditions, safety inspection requirements, operating voltage, current, volt-ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and/or control system limits; and

(f) The equipment will function properly under both normal and reasonably expected emergency conditions at the Wind Project.

"Governmental Entity" means a municipality, county, governmental board, city council, public power authority, public utility district, joint action agency, or other similar political subdivision or public entity of the United States, one or more States or territories or any combination thereof.

"Interconnection Agreement" shall mean that certain Amended and Restated Generator Interconnection Agreement, among Midwest Independent Transmission System Operator, Inc., Crystal Lake Wind, LLC and ITC Midwest, LLC, dated December 11, 2009, as may be amended, supplemented or replaced from time to time.

"Interconnection Provider Meter" shall mean the Meter at the Delivery Point, on which Transmission System Operator determines the amount of Energy delivered to the Transmission System Operator's Transmission System, and as further depicted (i) with respect to the period prior to the Project Separation Date, in Exhibit "B" and (ii) with respect to the period on and after the Project Separation Date, in Exhibit "E".

"Interest Rate" means the rate per annum equal to the "Monthly" Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15-519, or its successor publication.

"kW" shall mean a kilowatt of capacity.

"kWh" shall mean a kilowatt hour of Energy.

"Late Payment Rate" shall have the meaning set forth in Section 2.7(c).

"Lender" or "Lenders" shall mean any and all Persons or successors in interest thereof (A) lending money or extending credit (whether directly to SELLER or to an Affiliate of SELLER) as follows: (i) for the construction, interim or permanent financing or refinancing of the Wind Project, (ii) for working capital or other ordinary business requirements of the Wind Project (including the maintenance, repair, replacement or improvement of the Wind Project), (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Wind Project, (iv) for any capital improvement or replacement related to the Wind Project, (v) for the purchase of the Wind Project and the related rights from SELLER; or (vi) in connection with the financing of a portfolio of projects that includes the Wind Project; and/or (B) participating (directly or indirectly) as an equity investor in the Wind Project; and/or (C) participating as a lessor under a lease finance arrangement relating to the Wind Project.

"Lien" shall mean any mortgage, pledge, lien, security interest or other charge or encumbrance with respect to any present or future assets of the Person referred to in the context in which the term is used.

"Long Term Credit Rating" shall mean the lower of a Party's long term senior unsecured credit rating not supported by third party enhancement by a Rating Agency or the lowest underlying rating assigned to any of such Party's long term debt by a Rating Agency; provided that, should none of the aforementioned ratings be available or should they cease to be available during the term of this Agreement, such Party's issuer/long term issuer rating will be utilized, if available, and, if not available, such Party will be deemed to not have a Long Term Credit Rating.

"Meter" shall mean a utility grade instrument and associated equipment meeting applicable electric industry standards as established by NEMA and ANSI and used to measure and record the quantity and the required delivery characteristics of Energy delivered hereunder.

"MISO" shall mean the Midwest Independent Transmission System Operator, Inc., its successors or assigns, or any similar entity that in the future may replace MISO with respect to all or a substantial part of its current responsibilities as applicable to the Wind Project.

"MISO State Estimator" shall have the meaning given that term by the Transmission System Operator Tariff.

"Moody's" shall mean Moody's Investor Service, Inc. rating group, or its successor.

"M-RETS" shall mean the Midwest Renewable Energy Tracking System or its equivalent as mutually agreed to by the Parties, or any successor renewable energy tracking program.

"MW" shall mean a megawatt of capacity.

"MWh" shall mean a megawatt hour of Energy (rounded to the third decimal point).

"Network Upgrades" shall have the meaning set forth in the Transmission System Operator Tariff.

"Operating Committee" means the committee comprised of three delegates from CITY and three delegates from SELLER.

"Parties" shall have the meaning set forth in the first paragraph of this Agreement.

"Party" shall have the meaning set forth in the first paragraph of this Agreement.

"Performance Assurance" shall mean collateral in the form of either: cash, letter(s) of credit complying with the requirements of Section 3.4(b), or other security acceptable to Seller in an amount acceptable to Seller.

"Person" shall mean an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity, limited liability company or any other entity of whatever nature.

"Planned Outage" means the removal of equipment from service availability for inspection, maintenance and/or general overhaul of one or more equipment groups. To qualify as a Planned Outage, such work must actually be conducted during the designated outage period.

"Project Separation Date" means the later of (i) the date on which the Wind Project is modified by physically separating, and separately metering, a portion of the Wind Project comprised of only the Specified Turbines and (ii) the date on which MISO accepts and approves the Commercial Model Change.

"Project Transmission Credits" shall have the meaning set forth in Section 2.15.

"Purchased Energy" shall have the meaning set forth in Section 2.1(a).

"Rating Agency" shall mean either Moody's or Standard & Poor's.

"Receiving Party" shall have the meaning set forth in Section 8.1.

"Reliability Coordinator" shall mean MISO or any successor thereto.

"RTLMP" shall mean for each hour of a Day, the Real Time Locational Marginal Price expressed in U.S. dollars per MWh at the Delivery Point with respect to the Commercial Pricing Node for such hour, as determined by the Transmission System Operator in accordance with the Transmission System Operator Tariff and the applicable Transmission System Operator Business Practices Manuals, Market Rules and Procedures.

"S&P" shall mean Standard & Poor's rating group (a division of McGraw-Hill, Inc.), or its successor.

"SELLER" shall have the meaning set forth in the first paragraph of this Agreement.

"SELLER's Check Meters" shall have the meaning set forth in Section 4.1(a)(iv).

"SELLER's Designated Check Meter" shall mean the SELLER's Check Meter, as adjusted to reflect the Energy delivered to the Delivery Point, designated from time to time by the SELLER to act as a backup Meter pursuant to Section 4.2.

"SELLER's Interconnection Facilities" shall mean the interconnection facilities, control and protective devices and metering facilities required to connect the Wind Project with the Transmission System Operator's Transmission System up to, and on SELLER's side of, the Delivery Point.

"SELLER's Primary Meter" shall mean the Meter installed at the location specified therefor in Exhibit "B" with respect to the period prior to Project Separation Date, and in Exhibit "E" with respect to the period after Project Separation Date, as adjusted to reflect the Energy delivered to the Delivery Point.

"Site" shall mean the real property located in Hancock and Winnebago Counties, Iowa on which the Wind Project is located, as further described in Exhibit "A".

"Specified Turbines" means the string of fourteen (14) Turbines specified on Exhibit "D"

"System Curtailment" means the period of time during which there is any of the following:

(a) the Transmission System Operator orders, directs, alerts, or provides notice to a Party to curtail Energy deliveries for the following reasons: (i) any System Emergency constituting a Transmission System Operator or Transmission Owner "Emergency" Condition (as defined in the Interconnection Agreement), or (ii) any warning of any such anticipated System Emergency; or

(b) scheduled or unscheduled maintenance on the Transmission System Operator's Transmission System that prevents (i) CITY from receiving or (ii) SELLER from delivering Energy at the Delivery Point, but only to the extent that any such curtailment is not attributable to a CITY Curtailment.

"System Curtailment Period" shall mean, with respect to a given System Curtailment, the period commencing with the start of the Calculation Period in which such System Curtailment starts and ending with the end of the Calculation Period in which such System Curtailment ends.

"System Emergency" shall mean a condition on the Transmission System Operator's Transmission System, or on transmission facilities used to deliver the Energy from the Wind Project to the Delivery Point, which condition is likely to result in imminent significant disruption of service to the Transmission System Operator's Transmission System customers or is imminently likely to endanger life or property, or is otherwise declared an emergency by the Transmission System Operator.

"Term" shall have the meaning set forth in Section 3.1.

"Termination Discount Rate" shall mean, on any date of determination, the rate published by the United States Department of the Treasury at http://www.treas.gov/offices/domestic-finance/debt-management/interest-rate/yield.shtml (or any successor thereto) for Daily Treasury Yield Curve Rates respecting such date of determination applicable to a given number of years; provided, however, that in the event that the applicable number of years is not specified, linear interpolation shall be utilized to determine the applicable Termination Discount Rate; provided, further however, that in the event that the publication provided for above is not available, the rate published by the United States Federal Reserve at http://www.federalreserve.gov/releases/h15/data.htm (or any successor thereto) for Treasury constant maturities shall be utilized in lieu thereof.

"Third Party Power Purchase Agreement" shall mean any written agreement between SELLER and a Person other than CITY for the purchase of Energy.

"Third Party Purchaser" shall mean any Person that is a party to, and purchases Energy under, a Third Party Power Purchase Agreement.

"Third Party Purchaser Curtailed Capacity" or "3CC" shall mean the aggregate amount of Total Capacity curtailed by SELLER during any Calculation Period resulting directly or indirectly from Third Party Purchasers' exercise of curtailment rights comparable to a CITY Curtailment during such Calculation Period.

"Total Amount" shall mean (i) with respect to the period from the Commencement Date to the Project Separation Date, the "Total Amount" calculated pursuant to Section 2.1(f)(iv); and (ii) with respect to the period on and after the Project Separation Date, the "Total Amount" calculated pursuant to Section 2.1(g)(iv).

"Total Capacity" shall mean, at any given time, the aggregate capacity of all Turbines that are installed at the Wind Project.

"Transfer Taxes" shall have the meaning set forth in Section 8.19

"Transmission Credit" shall mean any transmission credit, transmission right, fixed right or similar benefit provided by any open access transmission tariff or any Applicable Law to SELLER as compensation for the costs of Network Upgrades.

"Transmission Owner" shall mean the entity that owns and maintains the portion of the Transmission System Operator's Transmission System that interconnects with the Wind Project, which entity is currently ITC Midwest, LLC.

"Transmission System Operator" shall mean the entity that administers the Transmission System Operator Tariff and provides transmission service to transmission customers under applicable transmission service agreements using Transmission System Operator's Transmission System, which entity is currently MISO.

"Transmission System Operator Tariff" shall mean the "Open Access Transmission and Energy Market Tariff for the Midwest Independent Transmission System Operator, Inc.", as

amended, including all schedules, modules and attachments, or any tariff of a successor to the MISO.

"Transmission System Operator's Interconnection Facilities" shall mean the interconnection facilities, control and protective devices and metering facilities required to connect the Transmission System Operator's Transmission System with the Wind Project up to, and on the Transmission System Operator's side of, the Delivery Point.

"Transmission System Operator's Transmission System" shall mean the facilities for the transmission of Energy from the Delivery Point.

"Turbine" shall mean a single wind turbine generating system, including the tower, pad, transformer and controller system, installed as part of the Wind Project.

"Wind Project" shall mean the electrical plant and equipment used to generate electricity utilizing renewable wind power located at the Site, including SELLER's Interconnection Facilities, and any and all additions, replacements or modifications, provided that the Wind Project shall be deemed not to include any capacity in excess of the aggregate capacity of the Wind Project specified in Exhibit "B", except as such capacity may be increased by means other than increasing the number of Turbines comprising the Wind Project; provided, however, that on and after the Project Separation Date, the Wind Project shall include no Turbines other than the Specified Turbines, and such other plant and equipment described above to the extent related to the generation and delivery of Energy from the Specified Turbines. The Wind Project may also be referred to as the "Crystal Lake III Wind Energy Facility".

ARTICLE 2
SALE AND PURCHASE OF ENERGY

2.1 Obligation to Sell and Purchase Energy and Credits.

(a) Purchased Energy. In accordance with the terms and conditions hereof, commencing on the Commencement Date and continuing through the remainder of the Term, SELLER shall sell and deliver to CITY at the Delivery Point and CITY shall purchase and accept from SELLER at the Delivery Point the CITY's Proportion of Energy during each hour expressed in kWh ("Purchased Energy") together with all Credits associated with the Purchased Energy, provided that SELLER makes no representation, warranty or guarantee as to the amount of Purchased Energy to be provided hereunder.

(b) Commercial Model Change. SELLER, at its sole expense, shall submit all necessary documentation and apply for a Commercial Model Change with MISO no later than March 15, 2012, or such later date agreed to in writing by CITY. Such application shall request the implementation of the Commercial Model Change on or before June 1, 2012. SELLER shall provide, at its sole expense, separate metering and necessary infrastructure to effect the physical separation, and separate metering, of the portion of the Wind Project comprised of only the Specified Turbines and shall, at its sole expense, use commercially reasonable efforts to implement the Commercial Model Change no later than June 1, 2012, but in no event shall the Commercial Model

Change be implemented later than September 1, 2012, except to the extent that the Commercial Model Change is not implemented by September 1, 2012 as a result of an act or omission of the Transmission System Operator.

(c) Business Operating Rules. The Parties, pursuant to Section 2.14, shall agree on Business Operating Rules, including but not limited to the power curve for the Wind Project, within ninety (90) days of the Effective Date. In the event that the Parties cannot agree on Business Operating Rules within ninety (90) days of the Effective Date, the Operating Committee shall be convened and deliberate for thirty (30) days. If the Operating Committee, after good faith deliberations, fails to agree upon Business Operating Rules by the end of such 30-day period, a representative from each Party at the level of Vice President of SELLER and Director of Water and Light for CITY, or above will meet in good faith for definitive resolution of any and all outstanding issues respecting the Business Operating Rules.

(d) Real Time Market Sales. Each of CITY and SELLER acknowledge that pursuant to Section 2.12, (i) upon transfer of title to the Purchased Energy at the Delivery Point, all sales of Purchased Energy by SELLER to third parties as CITY's Market Participant shall occur in the real time market established by the Transmission System Operator and (ii) in order to effectively allocate the proceeds from such real time market sales to third parties between CITY and SELLER, all amounts due and payable respecting the purchase and sale of Purchased Energy hereunder shall be based on the mathematical calculations provided for in Sections 2.1(f)(iv) and 2.1(g)(iv).

(e) CITY Curtailments.

(i) CITY shall have the option, in its sole discretion, to curtail deliveries of Energy in any amount up to the CITY's Proportion of Energy and for any period of not less than five (5) minutes when CITY notifies SELLER in writing or by telephone with not less than fifteen (15) minutes prior notice of such curtailment. Such curtailment notice shall include the amount of curtailment and the duration thereof.

(ii) For any CITY Curtailment Period, CITY shall pay SELLER for the Curtailed Energy associated with such CITY Curtailment Period at the Fixed Rate in accordance with Section 2.1(f)(iv) or Section 2.1(g)(iv), as then-applicable.

(iii) CITY shall reimburse Seller for any costs for power, fees, charges or penalties charged to Seller due to any CITY Curtailment, including ramp time, if any. CITY shall not pay the Fixed Rate and shall not be responsible for any costs, fees or penalties for either Curtailed Energy or CITY's Proportion of Energy to the extent that SELLER fails to follow the instructions of the Transmission System Operator respecting such Curtailed Energy or CITY's Proportion of Energy, except to the extent that such failure arises from a CITY Curtailment.

(f) Sale and Purchase Prior to Project Separation Date.

(i) During the period from the Commencement Date through the Project Separation Date, SELLER shall supply from the Wind Project and sell to CITY at the Delivery Point (as more specifically described in Exhibit "B"), and CITY shall receive and purchase from SELLER

the CITY's Proportion of Energy (as determined in accordance with clause (a) thereof), at the then-applicable Fixed Rate.

(ii) During the period from the Commencement Date through the Project Separation Date, SELLER shall sell and CITY shall receive and purchase all Credits associated with the quantity of Energy purchased pursuant to Section 2(f)(i), at no additional charge or compensation therefor.

(iii) During the period from the Commencement Date through the Project Separation Date, title to and risk of loss related to the Purchased Energy and associated Credits shall transfer at the Delivery Point (as more specifically described in Exhibit "B").

(iv) During the period from the Commencement Date through the Project Separation Date, all amounts due and payable respecting the purchase and sale of Purchased Energy and associated Credits hereunder shall be determined as follows:

(A) The Total Amount for any Calculation Period shall equal an amount calculated as follows:

Total Amount = (Fixed Amount for such Calculation Period) – (Floating Amount for such Calculation Period)

(B) In the event that the Total Amount for such Calculation Period is positive, CITY shall pay SELLER such Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(C) In the event that the Total Amount for such Calculation Period is negative, SELLER shall pay CITY the absolute value of such Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(D) In the event that the Total Amount for such Calculation Period is zero, neither Party shall pay the other Party for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(g) Sale and Purchase After Commercial Model Change and Project Separation Date.

(i) Beginning on the day following the Project Separation Date, and throughout the remainder of the term of this Agreement, SELLER shall supply from the Wind Project and sell to CITY at the Delivery Point (as more specifically described in Exhibit "E"), and CITY shall receive and purchase from SELLER the CITY's Proportion of Energy (as determined in accordance with clause (b) thereof), at the then-applicable Fixed Rate.

(ii) Beginning on the day following the Project Separation Date, and throughout the remainder of the term of this Agreement, SELLER shall sell and CITY shall receive and purchase all Credits associated with the quantity of Energy purchased pursuant to Section 2(g)(i), at no additional charge or compensation therefor.

(iii) Beginning on the day following the Project Separation Date, title to and risk of loss related to the Purchased Energy and associated Credits shall transfer at the Delivery Point (as more specifically described in Exhibit "E").

(iv) Beginning on the day following the Project Separation Date, all amounts due and payable respecting the purchase and sale of Purchased Energy and associated Credits hereunder shall be determined as follows:

(A) The Total Amount for any Calculation Period shall equal an amount calculated as follows:

Total Amount = (Fixed Amount for such Calculation Period) – (Floating Amount for such Calculation Period)

(B) In the event that the Total Amount for such Calculation Period is positive, CITY shall pay SELLER such Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(C) In the event that the Total Amount for such Calculation Period is negative, SELLER shall pay CITY the absolute value of such Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(D) In the event that the Total Amount for such Calculation Period is zero, neither Party shall pay the other Party for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(h) Exceptions. CITY shall not be obligated to purchase Energy that cannot be delivered to the Delivery Point due to SELLER's failure to maintain the Wind Project's electrical connectivity to the Transmission System Operator's Interconnection Facilities, or other disruptions, breakdowns, electrical system failures and/or mechanical failures, maintenance or repair, including for reasons of Force Majeure, to the Wind Project substation and/or the Transmission System Operator's Transmission System; provided that such inability to deliver to the Delivery Point is not due, in whole or in part, to CITY's acts or omissions or its breach of, or default under, this Agreement or any delivery arrangements agreement between CITY and the Transmission System Operator. As between CITY and SELLER, SELLER shall not be entitled to recover from CITY any amounts for CITY's failure to purchase Energy under the circumstances described in the immediately preceding sentence; provided, however, that to the extent that such inability to deliver to the Delivery Point is due, in whole or in part, to CITY's acts or omissions or its breach of, or default under, this Agreement or any delivery arrangements agreement between CITY and the Transmission System Operator, CITY shall pay SELLER as liquidated damages an amount equal to the excess, if any, of (A) (1) the amount that would have been payable by CITY to SELLER hereunder if such Energy had been delivered and accepted by CITY plus (2) the amount of any payment or penalty (including but not limited to any negative RTLMP) that is due from SELLER to any third party as a result of the failure of such delivery and acceptance of such Energy by CITY *over* (B) the net amount, if any, that SELLER, using commercially reasonable efforts under the circumstances, actually realizes through remarketing of such Energy to Persons other than CITY. In

connection therewith, it is SELLER's responsibility to maintain at its own expense, the Wind Project's electrical connectivity to the Transmission System Operator's Interconnection Facilities.

(i) Renewable Energy Credits; Credits.

(i) CITY shall be entitled to all Credits resulting from the generation of Purchased Energy that is actually purchased by CITY pursuant to this Agreement to the extent such Credits may exist during the Term. CITY shall not be entitled to any Credits resulting from the generation of Energy that CITY, for any reason, does not accept and purchase under this Agreement. SELLER shall deliver to CITY only Credits that are resulting from the Wind Project.

(ii) Throughout the Term, to the extent necessary, SELLER shall assign to CITY all rights and authority necessary for CITY to register, hold, and manage such Credits in CITY's own name and to CITY'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 Credits, including without limitation M-RETS. SELLER shall execute and deliver to CITY on a quarterly basis or as required by M-RETS the attestation form attached hereto as Exhibit "C" ("Attestation Form") and/or such other documentation as may be required by M-RETS, verifying the assignment of Credits associated with Purchased Energy that is actually purchased by CITY pursuant to this Agreement. To the extent M-RETS or Applicable Law requires SELLER (as opposed to CITY) to apply for accreditation or verification of Credits from the Wind Project SELLER shall make commercially reasonable efforts to make such applications upon CITY's request and at SELLER's cost and expense. Upon request, SELLER shall provide CITY with an estimate of the cost and expense of such application prior to making such application.

(j) Ownership of Wind Project. Other than the right and obligation to buy Purchased Energy and Credits from Seller in accordance with the provisions of this Agreement, this Agreement shall not be interpreted to create any ownership or proprietary rights in the Wind Project in favor of CITY, and CITY hereby disclaims, any right, title or interest in any part of the Wind Project.

2.2 Fixed Rate Schedule. The "Fixed Rate" for any given Calculation Period for each MWh of Purchased Energy and associated Credits shall equal the rate set forth below for the period including such Calculation Period:

From the effective date of the Agreement through and including December 31, 2012	$42.50 MWh
January 1, 2013 through and including December 31, 2013	$43.50 MWh
January 1, 2014 through and including December 31, 2014	$44.50 MWh
January 1, 2015 through theend of the term	$45.00 MWh

2.3 Excess Energy

(a) SELLER shall have no obligation to make available or deliver to CITY any quantity of Energy: (i) that CITY is not obligated to accept under this Agreement; (ii) that CITY does not accept under this Agreement, including, without limitation, the exercise by CITY of its suspension rights pursuant to Section 3.3(b)(ii); or (iii) that SELLER is not obligated to deliver to CITY under this Agreement (collectively, "Excess Energy"). There shall be no penalty or other consequence to SELLER for failing to deliver Excess Energy to CITY. CITY acknowledges SELLER has the right to sell any Excess Energy to any Person other than CITY at any rate and upon any terms and conditions that SELLER may determine in its sole discretion without liability to CITY hereunder. CITY shall not take or attempt to take any Excess Energy unless SELLER has agreed to sell, and CITY has agreed in writing to purchase, any such Excess Energy; and except as may be provided in such written agreement, CITY shall have no claim, right or interest in such Excess Energy or in any amount that SELLER realizes from a sale of such Excess Energy.

(b) CITY shall have no obligation to accept delivery or any other obligation in connection with any quantity of Energy (including any associated Credits) that exceeds CITY's Proportion of Energy.

2.4 CITY's Failure to Accept Delivery of Energy.

(a) In the event that CITY fails or is unable to accept delivery of Energy as provided herein for any reason other than due to a Force Majeure Event that prevents such acceptance pursuant to Section 8.5 or the proper exercise by CITY of its suspension rights pursuant to Section 3.3(b)(ii), then CITY shall pay to SELLER as liquidated damages an amount equal to the excess, if any, of (i) (X) the amount that would have been payable by CITY to SELLER hereunder if such Energy had been accepted by CITY plus (Y) the amount of any payment or penalty (including but not limited to any negative RTLMP) that is due from SELLER to any third party as a result of CITY's failure to accept such Energy *over* (ii) the net amount, if any, that SELLER, using commercially reasonable efforts under the circumstances, actually realizes through remarketing of such Energy to Persons other than CITY. The damages provided in this Section 2.4(a) shall be the sole and exclusive remedy of SELLER for any failure of CITY to accept delivery of Energy that it is required to accept hereunder.

(b) For the purposes of this Section 2.4, SELLER's commercially reasonable efforts to remarket such Energy will include without limitation selling such Energy in the Energy Market.

2.5 SELLER's Failure to Deliver Energy.

(a) Subject to Section 2.3, in the event that SELLER fails to deliver to CITY at the Delivery Point the Energy actually generated by the Wind Project and available for delivery to the Delivery Point for any reason other than a Force Majeure event that prevents delivery to CITY pursuant to Section 8.5 or the proper exercise by SELLER of its suspension rights pursuant to Section 3.3(b)(ii), then SELLER shall pay to CITY as liquidated damages an amount equal to the greater of:

(i) the excess, if any, of (A) SELLER's proceeds of sale of such Energy and associated Credits, in the event that SELLER sells such Energy (including any sales into the Energy Market) over (B) the product of such Energy and the then-applicable Fixed Rate; and

(ii) the sum of (A) the excess, if any, of (1) the product of such Energy and the then-applicable RTLMP (or the then applicable price CITY would receive for its re-sale of such Energy as CITY can reasonably demonstrate) over (2) the product of such Energy and the then-applicable Fixed Rate; plus (B) the product of (1) an amount of Credits of a type substantially equivalent to those that would have been associated with such Energy, as reasonably determined by CITY, and (2) the market price for such type and amount of Credits, as reasonably determined by CITY; plus (C) the sum of any imbalance charges and MISO penalties assessed to CITY solely as a result of SELLER's failure to deliver such Energy.

Subject to the termination rights set forth in Section 3.3, the damages provided in this Section 2.5(a) shall be the sole and exclusive remedy of CITY for any failure of SELLER to deliver Energy actually generated by the Wind Project and associated Credits to CITY.

(b) No later than the tenth (10th) Day of the first month of each quarter following any quarter in which SELLER owes liquidated damages to CITY pursuant to Section 2.5(a), CITY shall deliver to SELLER an invoice showing the amounts owed by SELLER pursuant to Section 2.5(a) above and a description, in reasonable detail, of the calculation of damages resulting from SELLER's failure to deliver Purchased Energy. In the event actual damages are not available, CITY shall reasonably estimate the damages and provide a true up calculation to SELLER as soon as practicable and, unless SELLER provides CITY with written notice of its objection to any such damages amounts within ten (10) Business Days of receipt of notice thereof from CITY, SELLER shall credit any invoice SELLER receives from CITY against the amounts owed by CITY to SELLER. In the event SELLER provides CITY with a written objection notice described above, such Dispute will be resolved in accordance with Section 2.7(b).

*2.6 **SELLER Offsets, Allowances and Credits.*** SELLER shall be entitled to all (i) federal and state production tax credits, investment tax credits and any other tax credits which are or will be generated by the Wind Project, (ii) cash payments or outright grants of money relating in any way to the Wind Project, or the generation of the Credits, and (iii) Credits that the CITY is not entitled to pursuant to the provisions of Section 2.1(i). CITY acknowledges that SELLER has the right to sell any Credits to which SELLER is entitled pursuant to this Section 2.6 to any Person other than CITY at any rate and upon any terms and conditions that SELLER may determine in its sole discretion without liability to CITY hereunder. CITY shall have no claim, right or interest in such SELLER's Credits or in any amount that SELLER realized from the sale of such SELLER's Credits.

*2.7 **Billing and Payment.*** Billing and payment for Purchased Energy sold to and purchased by CITY under this Agreement and any other amounts due and payable hereunder shall be as follows:

(a) Commencing on the Commencement Date and continuing throughout the remainder of the Term, SELLER shall calculate the amount of Purchased Energy from recordings produced by the Meter(s) for the Wind Project subject to Article 4 and the amount of Curtailed

Energy for which CITY is obligated to compensate SELLER pursuant hereto, following the last Day of each calendar month and on the last Day of the Term, if not the last day of the month. No later than the fifth (5th) Day of each calendar month, SELLER shall deliver to CITY an electronic invoice showing:

(i) the amount of Purchased Energy delivered to the Delivery Point by SELLER during the preceding calendar month (or in the case of the final year of the Term, the last calendar month or portion thereof of the Term);

(ii) the amount of Curtailed Energy during the preceding calendar month (or in the case of the final year of the Term, the last calendar month or portion of the Term) for which CITY is obligated to compensate SELLER pursuant hereto;

(iii) SELLER's computation of the Fixed Amount for such preceding calendar month;

(iv) the Floating Price for each hour during such preceding calendar month;

(v) SELLER's computation of Floating Amount during such preceding calendar month;

(vi) SELLER's computation of the Total Amount for such preceding calendar month;

(vii) the Total Amount payable by CITY to SELLER, in the event that the Total Amount for such preceding calendar month is greater than zero;

(viii) the absolute value of the Total Amount payable by SELLER to CITY, in the event that the Total Amount for such preceding calendar month is less than zero;

(ix) no Total Amount payable by either Party, in the event that the Total Amount is equal to zero; and

(x) any other amounts owed by one Party to the other Party pursuant to this Agreement.

Not more than fifteen (15) Days after receipt of each timely delivered invoice (unless such Day is not a Business Day, in which case such payment shall be due on the next succeeding Business Day), CITY shall pay to SELLER, by electronic funds transfer of immediately available funds to an account specified in writing by SELLER or by any other means agreed to by the Parties in writing from time to time, the undisputed amount set forth as due in such invoice. In the event that the invoice is delivered after the fifth (5th) Day of the calendar month, CITY shall have forty-five (45) Days after receipt of such invoice (unless such Day is not a Business Day, in which case such payment shall be due on the next succeeding Business Day), to pay to SELLER the undisputed amount set forth as due in such invoice. In the event that after delivery of the invoice for any given calendar month, MISO publishes any revised RTLMP for any hour in such calendar month, the

amounts provided for above in clauses (iv) through (ix) shall be adjusted as applicable and any such adjustment shall be accounted for in the invoice for the next succeeding calendar month.

(b) Within two (2) years after receipt of any invoice, either Party may provide written notice to the other Party of any alleged error therein and the Parties shall meet, by telephone conference call or otherwise within ten (10) Days of the other Party's receipt of such notice, for the purpose of attempting to resolve the Dispute. If CITY in good faith disputes any portion of the charges contained in an invoice, CITY will pay the undisputed portion and may withhold the disputed portion of the invoice in accordance with Section 2.7(c). If the Parties are unable to resolve the Dispute within thirty (30) Days after such initial meeting, then either Party may proceed to seek any remedy that may be available to such Party at law or in equity.

(c) Except as otherwise provided in this Agreement, all payments hereunder shall be made without set-off or deduction. If CITY in good faith disputes an invoice, CITY shall provide SELLER with a written explanation specifying in detail the basis for the dispute, and CITY shall pay the undisputed portion of the invoice in accordance with these payment terms. Disputed portions of SELLER's invoice shall be due and payable no later than thirty (30) days after resolution of the dispute. Payments of disputed amounts shall in no way waive CITY's right to contest charges. Any payment not made by the date required by this Agreement shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received at an annual rate equal to the Interest Rate then in effect plus two percent (2%), but in no event shall such interest exceed the maximum interest rate permitted by Applicable Law ("Late Payment Rate"). If, as a result of a Dispute settled in favor of CITY, a refund is owed to CITY, then the amount of the overpayment shall bear interest from the date on which such payment was made by CITY through and including the date that the overpayment is refunded by SELLER at an annual rate equal to the Late Payment Rate.

(d) Statements or invoices shall be sent to CITY by electronic mail to the electronic mail address designated in Section 8.4. CITY may change the electronic mail address by providing written notice to SELLER.

(e) To the extent that at the end of the Term, after offsetting all amounts owed by CITY to SELLER, SELLER owes any amount to CITY, SELLER shall pay such amount to CITY within thirty (30) days after the expiration of the Term.

2.8 Title and Risk of Loss. Title to and risk of loss with respect to Purchased Energy and associated Credits delivered to CITY by SELLER in accordance with this Agreement shall pass from SELLER to CITY when the same is delivered by SELLER for the benefit of CITY at the Delivery Point. Until title passes, SELLER shall be deemed in exclusive control of the same and shall be responsible for any damage or injury caused thereby. After title to the Energy passes from SELLER to CITY, SELLER shall no longer be in control of same, shall have no further obligations with respect thereto, and shall not be responsible for any damage or injury caused thereby. SELLER warrants that it will deliver to CITY the Purchased Energy and associated Credits free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to or at the Delivery Point.

2.9 Curtailment and Outages.

(a) Notwithstanding any other provision of this Agreement to the contrary, SELLER may curtail deliveries of Energy if and for so long as SELLER reasonably believes that curtailment is necessary:

(i) For a Planned Outage;

(ii) To construct, install, maintain, repair, replace, remove or inspect any of its equipment or facilities that is not for a Planned Outage; or

(iii) In connection with a condition likely to result in significant damage to SELLER's equipment or if SELLER otherwise deems such curtailment necessary to protect life or property that is not for a Planned Outage.

(b) SELLER shall curtail deliveries of Energy from the Wind Project if instructed or otherwise required to do so by (i) Transmission Service Provider, Transmission System Operator or Transmission Owner during a System Curtailment Period, or if otherwise required to do so by Transmission Service Provider, Transmission System Operator or Transmission Owner, in either case, subject to the terms and conditions of that certain Shared Facilities Agreement, dated as of December 10, 2009, among SELLER, Crystal Lake Wind, LLC and Crystal Lake Wind II, LLC or (ii) by CITY pursuant to Section 2.9(d) or (e).

(c) SELLER may curtail deliveries of Energy in the event that SELLER is unable to deliver such Energy due to a Force Majeure event but only for so long and only to the extent necessitated by such Force Majeure event.

(d) SELLER shall curtail deliveries of Energy from the Wind Project in the event that CITY, the Transmission Owner, or the Transmission System Operator instructs or otherwise requires that SELLER curtail deliveries of Energy.

(e) In the event CITY exercises any CITY Curtailment Right, SELLER shall use commercially reasonable efforts to mitigate any charges, fees and penalties arising from such curtailment, including but not limited to any imbalance charges assessed by the Transmission Owner or the Transmission System Operator. Notwithstanding such efforts, CITY shall be responsible for any such charges, fees and penalties and shall hold SELLER harmless and indemnify SELLER for any such charges, fees and penalties paid by SELLER with respect thereto.

(f) Any amounts due and payable with respect to curtailments pursuant to this Section 2.9 or otherwise shall be determined in accordance with Sections 2.1(f) and (g).

2.10 Curtailment Notification Requirements

Using Good Utility Industry Practices, the Parties shall provide timely notice to each other of information that may impact the Wind Project and the Energy and shall notify each other of any curtailment of Energy in a timely manner. The Parties shall also provide access to information reasonably necessary to perform the terms of this Agreement, including information reasonably

necessary to verify SELLER's determination of Curtailed Energy for any full or partial Calculation Period.

(a) To the extent SELLER has knowledge of the curtailment of the delivery of Energy, SELLER shall provide notice of such curtailment to CITY as soon as reasonably practicable.

(b) SELLER is responsible for securing Transmission Owner, Transmission System Operator, and Transmission Service Provider approvals for Wind Project outages, including securing changes in its outage schedules when Transmission Service Provider disapproves SELLER's schedules or cancels previously approved outages. SELLER shall communicate any Transmission Owner, Transmission System Operator, or Transmission Service Provider-required changes to CITY in a timely manner.

*2.11 **Transmission.***

(a) SELLER shall be responsible for presenting to and receiving the Transmission Owner and the Transmission System Operator's direction with respect to and/or approval of the Wind Project interconnection requirements and facilities so that SELLER can perform its Energy deliveries hereunder in accordance with applicable Transmission Owner's and Transmission System Operator's requirements. CITY shall be responsible for arranging for all transmission services required to effectuate CITY's purchase of Purchased Energy from the Delivery Point, and shall be responsible for the payment of any charges related to such transmission services hereunder, including, without limitation, charges for transmission or wheeling services, ancillary services, imbalance, control area services, congestion charges, location marginal pricing differentials, transaction charges and line losses. The Parties acknowledge that such charges for such transmission services, if any, shall be paid by CITY.

(b) In the event that: (i) MISO (or any other properly authorized Person exercising control over the Transmission Owner's or the Transmission System Operator's transmission system) takes any action or orders CITY or SELLER to take any action (not arising from SELLER's failure to comply with Applicable Law or Good Utility Industry Practice) that affects CITY's ability to take delivery of Purchased Energy hereunder, then CITY shall use commercially reasonable efforts (at its own cost and expense) to mitigate the adverse effects of such action(s) on CITY's ability to perform its obligations hereunder, or (ii) MISO (or any other properly authorized Person exercising control over the Transmission Owner's or the Transmission System Operator's transmission system) takes any action or orders CITY or SELLER to take any action (not arising from CITY's failure to comply with Applicable Law or Good Utility Industry Practice) that affects SELLER's ability to deliver Purchased Energy hereunder, then SELLER shall use commercially reasonable efforts (at its own cost and expense) to mitigate the adverse effects of such action(s) on SELLER's ability to perform its obligations hereunder. The Parties acknowledge that upon such order to curtail transmission service it may be difficult or impossible for the Parties to mitigate the adverse affects of such action(s).

2.12 Scheduling and Energy Market Settlement.

(a) Scheduling. SELLER (or SELLER's agent with CITY's written consent, which consent shall not be unreasonably withheld, delayed or conditioned) shall be CITY's Market Participant and shall be responsible for the scheduling of all Purchased Energy during the Term, including, without limitation, arranging any Open Access Same Time Information Systems (OASIS), tagging, transmission scheduling or similar protocols with the Transmission System Operator or any other Persons. SELLER, as CITY's Market Participant, shall be responsible for the payment of all charges associated with such scheduling activities, except as provided in Section 2.9(e) or otherwise expressly provided in this Agreement, including, without limitation, any imbalance charges. SELLER recognizes that the Wind Project is registered as a "Dispatchable Intermittent Resource" with MISO, and SELLER (or SELLER's agent), as CITY's Market Participant, shall be subject to the scheduling requirements associated with a MISO Dispatchable Intermittent Resource. SELLER (or SELLER's agent), as CITY's Market Participant, shall offer all Purchased Energy into the Energy Market utilizing the real-time offer price provided by CITY, which offer price shall be provided at least [two (2) hours] prior to the applicable deadline for real-time offers in the Energy Market. The real-time offer submitted by SELLER to the Transmission System Operator shall reflect CITY's offer price. CITY will have the right to review and audit SELLER's real-time offers for compliance with CITY's instruction. If CITY does not provide the real-time offer as provided by this paragraph, SELLER will submit the real-time offer using an offer of zero dollars ($0) per MWh.

(b) Energy Market Settlement. SELLER, as CITY's Market Participant, shall be responsible for the Energy Market settlement of all Purchased Energy during the Term; including all costs and benefits associated therewith. Prior to the Project Separation Date, the Commercial Pricing Node shall remain registered in the name of SELLER. SELLER shall remain responsible for any market settlement charges related to any activities prior to the Commencement Date, including but not limited to any back-dated charges applied by MISO, even if these charges are not known until after the Commencement Date.

2.13 Sales for Resale. All Purchased Energy delivered to CITY hereunder shall be sales for resale. CITY shall provide SELLER with any documentation reasonably requested by SELLER to evidence that CITY is exempt from sales tax in connection with its purchase of Energy under this Agreement.

2.14 Business Operating Rules. SELLER and CITY will endeavor to develop written operating procedures ("Business Operating Rules") before the Commencement Date, which Business Operating Rules shall only be effective if made by mutual written agreement of SELLER and CITY. The Parties agree that the Business Operating Rules will cover the protocol under which the Parties will perform their respective obligations under this Agreement and will include, but will not be limited to, rules and procedures concerning the following: (a) the method of day-to-day communications and reporting; (b) key personnel lists for SELLER and CITY; (c) reasonable coordination regarding the timing of scheduled maintenance and Planned Outages; (d) reporting of scheduled maintenance, Planned Outages and Forced Outages of the Wind Project, (e) reporting of curtailment periods; (f) ongoing reporting of projected capacity reductions due to Planned Outages, Forced Outages and any other curtailments reasonably foreseeable by SELLER; (g) the

establishment of the Wind Project's power curve; and (h) regular analysis of historical performance data of the Wind Project for the purpose of revising the Wind Project's power curve.

*2.15 **Transmission Credits**.* SELLER shall be entitled to all Transmission Credits resulting from Network Upgrades undertaken in connection with the Wind Project ("Project Transmission Credits"). CITY shall reasonably cooperate with SELLER in order to provide any certificates, documents or other items reasonably required to grant all rights to such Project Transmission Credits to SELLER. In no event will CITY have any obligation or liability for Network Upgrades, as defined in and as required in accordance with the Interconnection Agreement as amended or supplemented from time to time, or otherwise required by or of SELLER for reasons unrelated to CITY.

ARTICLE 3
TERM, CONDITIONS PRECEDENT, TERMINATION AND DEFAULTS

*3.1 **Term**.* The "Term" of this Agreement shall commence at 00:00 hours on February 11, 2012 (the "Commencement Date") and shall continue until the date that is twenty (20) years following the Commencement Date, unless sooner terminated in accordance with the terms hereof.

*3.2 **Regulatory Approvals**.* Following execution of this Agreement by both Parties, each Party shall promptly seek to obtain all licenses, permits and approvals necessary to perform its obligations hereunder, if any.

*3.3 **Defaults and Remedies**.*

(a) Each of the following shall constitute an "Event of Default" hereunder:

(i) A failure by a Party to pay any amount due hereunder, where such failure is not cured within thirty (30) Days after written notice from the other Party of such failure to pay; or

(ii) SELLER's failure to comply with the material requirements of Section 2.1(b); or

(iii) Either Party has (a) commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) failed, or admitted in writing its inability generally, to pay its debts as such debts become due, (c) made a general assignment for the benefit of creditors, (d) been adjudicated bankrupt or has filed a petition or an answer seeking an arrangement with creditors, (e) taken advantage of any insolvency law or shall have submitted an answer admitting the material allegations of a petition in bankruptcy or insolvency proceeding, (f) become subject to an order, judgment or decree for relief, entered in an involuntary case, without the application, approval or consent of such Party any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive Days, (g) filed a voluntary petition in bankruptcy,

(h) failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) Days of the filing thereof, or (i) become subject to an order for relief under the provisions of the United States Bankruptcy Act, 11 U.S.C. § 301; or

(iv) Any Party's actual fraud or other material misconduct in connection with this Agreement or the performance of its obligations under this Agreement; or

(v) Any other default that has a material adverse effect on the non-defaulting Party if such default has not been cured by the defaulting Party within thirty (30) Days after receiving written notice from the non-defaulting Party setting forth, in reasonable detail, the nature of such default and its impact on the non-defaulting Party; provided, however, that, in the case of any such default that is not reasonably capable of being cured within the 30-Day cure period, the defaulting Party shall have additional time as necessary to cure the default if it commences to cure the default within such 30-Day cure period and it diligently and continuously pursues such cure.

(b) Subject to the provisions of Section 3.3(a), upon the occurrence of an Event of Default by a Party, the non-defaulting Party shall have the following rights:

(i) Subject to the provisions of Section 3.3(d), to terminate this Agreement by providing at least sixty (60) Days prior written notice to the other Party of its intent to exercise its termination rights, unless such Event of Default is cured prior to the date of termination;

(ii) To suspend performance of its obligations and duties hereunder immediately upon delivering written notice to the defaulting Party of its intent to exercise its suspension rights; and

(iii) To pursue any other remedy given under this Agreement or now or hereafter existing at law or in equity or otherwise.

(c) Notwithstanding the foregoing, (i) CITY may not terminate this Agreement on account of a default by SELLER pursuant to Section 3.3(a)(v) unless such default results in (A) the delivery by SELLER of Purchased Energy and Credits that SELLER is obligated to deliver to CITY hereunder to a Person other than CITY, (B) the delivery by SELLER to CITY under this Agreement of energy that was not generated by the Wind Project, or (C) the delivery by SELLER to CITY under this Agreement Credits that are not associated with the Purchased Energy, and (ii) CITY shall not exercise its remedies hereunder unless and until all of the requirements of Section 3.3(d) have been satisfied with respect to any Lenders.

(d) Notwithstanding the foregoing provisions of this Section 3.3, in the case of an Event of Default by SELLER, CITY shall provide the Lenders (if any that SELLER has informed CITY of) with notice (to such Lender address as SELLER has provided in writing to CITY) of such Event of Default and the Lenders shall have the right (but not the obligation) for sixty (60) Days after receipt of such notice either to cure the Event of Default on behalf of SELLER, or, upon payment to CITY of amounts due from SELLER but not paid by SELLER, to assume, or cause its designee or a lessee or purchaser of the Wind Project, to assume, all of the rights and obligations of

SELLER under this Agreement arising after the date of such assumption as more fully described in Section 8.2.

(e) Notwithstanding the foregoing, the Parties acknowledge and agree that if this Agreement is terminated due to an Event of Default by either Party, the actual or direct damages incurred by the non-defaulting Party shall include:

(i) in the case of a termination by SELLER due to an Event of Default by CITY, the net present value (discounted, calculated in each Calculation Year, at a rate equal to the Termination Discount Rate applicable to the number of years from the date of termination to the end of such Calculation Year), of the difference, if positive, between (x) the amount that CITY would have been required to pay to SELLER pursuant to this Agreement for delivery of all Purchased Energy that would have been delivered by SELLER hereunder during the remainder of the Term (absent termination of this Agreement and based on an assumption as to the amount thereof calculated using reasonable projections) and (y) the net amount, if any, payable to SELLER by a third party pursuant to any replacement power sales arrangement that SELLER using commercially reasonable efforts under the circumstances enters into for the sale of such Purchased Energy, and

(ii) in the case of a termination by CITY due to an Event of Default by SELLER, the net present value (discounted, calculated in each Calculation Year, at a rate equal to the Termination Discount Rate applicable to the number of years from the date of termination to the end of such Calculation Year), of the difference, if positive, between (x) the amount that CITY would be obligated to pay to a third party pursuant to any replacement commercially reasonable power purchase agreement that CITY would enter into for wind generated Purchased Energy and Credits that would have been delivered by SELLER hereunder during the remainder of the Term (absent termination of this Agreement and based on an assumption as to the amount thereof calculated using reasonable projections) plus CITY's reasonable costs to obtain a replacement bid and (y) the amount that CITY would have been required to pay to SELLER pursuant to this Agreement for such Purchased Energy, and Credits.

(iii) The damages provided in this Section 3.3(e) shall be the sole and exclusive remedy of each Party as a result of the termination of this Agreement due to an Event of Default by the other Party. Nothing in this Section 3.3 obligates the CITY to enter into a contract for replacement Energy in the event of a SELLER's default.

(f) Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance hereof. "Commercially reasonable efforts" by SELLER shall require SELLER to use commercially reasonable efforts to maximize the price for energy received by SELLER from third parties.

3.4 Performance Assurance.

(a) If at any time there shall occur a CITY Downgrade Event, written notice shall be provided by SELLER requesting Performance Assurance as determined by the SELLER. Upon receipt of such notice, the CITY shall have thirty (30) Business Days to remedy the situation by

providing such Performance Assurance to the SELLER. In the event that the CITY fails to provide such Performance Assurance or other credit assurance acceptable to the SELLER within thirty (30) Business Days of receipt of notice, then an Event of Default will be deemed to have occurred and the SELLER will be entitled to the remedies set forth in Article 3 of this Agreement.

(b) Any letter of credit provided pursuant to this Agreement must be issued by a U.S. commercial bank, financial institution or a foreign bank with a U.S. branch with such bank with an unsecured, long-term credit rating of at least A- from S&P and a similar rating of at least A3 from Moody's, must be in a form acceptable to the issuing bank and SELLER, and must contain customary and commercially reasonable terms acceptable to SELLER. If the issuer of the letter of credit fails to maintain an unsecured, long-term credit rating of at least A- from S&P and a similar rating of at least A3 from Moody's (i) CITY shall notify SELLER thereof as soon as practicable thereafter and (ii) CITY shall have ten (10) Business Days after receipt of written request therefor by SELLER to replace such Letter of Credit with another letter of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having an unsecured, long-term credit rating of at least A- from S&P and a similar rating of at least A3 from Moody's, in a form acceptable to the issuing bank and SELLER, and containing customary and commercially reasonable terms acceptable to SELLER . Costs of a letter of credit shall be borne by CITY. Upon receipt of any replacement letter of credit by SELLER, SELLER shall as soon reasonably practical return the replaced letter of credit to the CITY.

3.5 Nature of CITY's obligation.

The obligations of CITY under this Agreement, which require the expenditure of funds, shall be conditional obligations, subject to the availability of funds appropriated for those purposes and payable out of the revenues received from the sale of electricity to CITY's retail customers, only when earned by or due SELLER in accordance with the provisions of this Agreement and shall not be construed to be general obligations of the City of Columbia or a debt of the City of Columbia within the meaning of the Constitution and the Law of the State of Missouri. CITY shall take reasonable steps to establish and maintain in effect a schedule of rates and charges that are expected to generate sufficient revenues to cover all of the costs CITY incurs to supply electricity to its customers, including but not limited to, the cost of procuring supply electricity to its customers under this Agreement. If, at any time, SELLER believes in good faith, based on an analysis that is reasonable under the circumstances that CITY's schedule of rates and charges will not generate sufficient revenues to cover all of the costs CITY expects to incur to supply electricity to its customers, including but not limited to the cost of procuring Energy under this Agreement, then SELLER has the right to request, in writing, adequate assurance in an amount to be determined in a commercially reasonable manner. Upon receipt of such written notice, CITY shall have ten (10) Business Days to respond to such request by providing such adequate assurance.

3.6 Source of CITY's Payments.

The obligation of the CITY to make payments to the SELLER under the terms of this Agreement shall be limited to the obligation to make payments from the revenues of the CITY's electric utility system and available electric utility system reserves. All payments made by the CITY pursuant to this Agreement shall constitute the operation and maintenance expenses of its electric

utility system. The CITY shall not be obligated to levy any taxes, general or special, for the purpose of paying to the SELLER any sum due under this Agreement.

ARTICLE 4
DATA, METERING AND MEASUREMENT

4.1 Metering Equipment.

(a) SELLER:

(i) Shall provide and maintain, at its cost, appropriate utility grade Meters and associated measuring and recording equipment that adhere to all applicable NEMA and ANSI standards that are necessary to permit an accurate determination of the quantities of the hourly Purchased Energy delivered under this Agreement;

(ii) Shall provide and maintain, at its cost, appropriate utility grade meters and associated measuring, recording, and communication equipment that adhere to all applicable MISO standards to qualify the Wind Project as a dispatchable intermittent renewable resource under MISO, or any other MISO requirements to qualify the Wind Project as a renewable resource under MISO;

(iii) Shall exercise reasonable care in the maintenance and operation of any such Meters and equipment so as to assure to the maximum extent reasonably practicable an accurate determination of the quantities of the hourly Purchased Energy delivered under this Agreement. SELLER's Primary Meter shall be located at the Delivery Point or on SELLER's side of the Delivery Point (with an adjustment for losses). Except as provided in Section 4.2, SELLER's Primary Meter shall be used for quantity measurements under this Agreement;

(iv) May install and operate at the Wind Projectcheck meters to measure Purchased Energy ("SELLER's Check Meters");

(v) Shall install, or cause to be installed, meters separate and distinct from the Meters for measuring any electric energy generated by SELLER or its Affiliates not constituting Energy, and SELLER shall ensure that Meters are used only to measure electric energy associated with the Wind Project, as defined on the Effective Date of the Agreement; and

(vi) SELLER shall comply with Good Utility Industry Practices and laws, and shall ensure that the Meters installed to effectuate the physical separation and separate metering, of a portion of the Wind Project comprised of only the Specified Turbines shall satisfy the provisions of Section 4.1 (a)(i)-(v).

(b) CITY may, at CITY's option and its sole cost and expense, install and operate at the Wind Project: (i) check meters to measure Purchased Energy ("CITY's Check Meters") and (ii) measuring equipment to measure and record meteorological data and wind data. SELLER shall

allow CITY, at CITY's expense and election, to install, connect, maintain, and operate data acquisition and communication equipment at the Site to obtain real time electronic meter and power measurement data for the purpose of verifying the amount of Purchased Energy delivered to the Delivery Point; provided that such data acquisition and communication equipment is installed in a location and manner agreed to by the Parties.

4.2 Measurement of Purchased Energy.

(a) Readings of SELLER's Primary Meter shall be conclusive as to the amount of Purchased Energy delivered to CITY hereunder; provided, however, that in the event, and for so long as, the SELLER's Primary Meter is out of service or is determined, pursuant to Section 4.3, to be registering inaccurately, measurement of Purchased Energy delivered hereunder shall be determined by:

(i) SELLER's Designated Check Meter, if installed; or

(ii) In the event that SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, CITY's Designated Check Meter if installed; or

(iii) In the event that (A) SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately and (B) CITY's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, the Interconnection Provider Meter; or

(iv) In the event that (A) SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, (B) CITY's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately and (C) Interconnection Provider Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, by making a mathematical calculation using the formula found in the definition of " Curtailed Energy" in Section 1.1 above; or

(v) In the event that (A) SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, (B) CITY's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, (C) Interconnection Provider Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately and (D) the Parties reasonably determine that the mathematical calculation using the formula found in the definition of "Curtailed Energy" in Section 1.1 above is not reliable as to the period over which SELLER's Primary Meter was out of service or registering inaccurately, the Parties shall promptly meet and negotiate in good faith a method for determining Purchased Energy that is fair and reasonable in the circumstances.

4.3 Testing and Correction.

(a) The accuracy of the of SELLER's Primary Meter and the SELLER's Designated Check Meter, if installed, shall be tested and verified by SELLER, or designated Agent, at least annually, at SELLER's cost and expense.

(b) The accuracy of the CITY's Designated Check Meter, if installed shall be tested and verified by CITY or designated Agent, at least annually, at CITY's cost and expense.

(c) Each Meter shall be accurate within a 0.3% variance.

(d) If, for any reason at any time during the Term, either Party disputes a Meter's accuracy or condition:

(i) The Party disputing the Meter's accuracy shall notify the other Party in writing;

(ii) The Party receiving such notice shall, within five (5) Days after receiving such notice, advise the other Party in writing as to its position concerning the Meter's accuracy and reasons for taking such position;

(iii) If the Parties mutually and reasonably determine that the Meter is registering outside the 0.3% variance provided for in paragraph (c) above, then such Meter shall be deemed to be registering inaccurately for purposes of Section 4.2 (a);

(iv) If, within fifteen (15) Days after receipt of the notice required by clause (ii) above with respect to a given Meter, the Parties are unable to mutually agree, through reasonable negotiations, on the accuracy or condition of such Meter, then either Party may submit such Dispute to an unaffiliated third-party certified meter testing company mutually acceptable to the Parties to test the Meter, and SELLER shall provide (or in the case of the Interconnection Provider Meter, SELLER shall use commercially reasonable efforts to cause the owner and/or operator of such Meter to provide) such third party reasonable access to the Wind Project for purposes of testing such Meter;

(v) Following the third-party testing of a Meter provided for in Section 4.3(d)(iv), should such Meter (including but not limited to the Interconnection Provider Meter) be found (in a report distributed to both Parties) to be registering within the permitted 0.3% variance, the disputing Party shall bear the cost of inspection and such Meter shall be deemed accurate for the purposes of calculating the Purchased Energy pursuant to Section 4.2;

(vi) Following the third-party testing of a Meter provided for in Section 4.3(d)(iv), should such Meter (including but not limited to the Interconnection Provider Meter) be found (in a report distributed to both Parties) to be registering outside the permitted 0.3% variance, the non-disputing Party shall bear the cost of inspection and such Meter shall be deemed not accurate for the purpose of calculating the Purchased Energy pursuant to Section 4.2;

(vii) Any repair or replacement of a Meter owned by SELLER shall be made at the expense of the SELLER as soon as practicable, based on the third-party testing

company's report. Any repair or replacement of a Meter owned by CITY shall be made at the expense of the CITY as soon as practicable, based on the third-party testing company's report; and

(viii) In event that the Parties mutually and reasonably determined that the Interconnection Provider Meter is registering outside the 0.3% variance provided for in paragraph (c) above, SELLER shall use commercially reasonable efforts to have such Meter tested further and repaired to correct such variance.

(e) If, upon testing, any of the Meters used to determine the amount of Purchased Energy is found to be in error by more than the permitted 0.3% variance, the payments for Purchased Energy made since the previous test of such Meter shall be adjusted to correspond to the corrected measurements, pursuant to Section 4.2. If the difference of the payments actually made by CITY minus the adjusted payment is a positive number, SELLER shall credit the difference to CITY on the next invoice issued by SELLER. If the difference is a negative number, CITY shall pay the difference to SELLER on the next invoice issued by SELLER. In either case, the Party paying or crediting such difference shall also pay or credit, as applicable, interest at the Interest Rate from the last date on which such Meter was tested and found to be accurate (but not to exceed six (6) months prior to the testing date) to the date that such Meter is adjusted to record properly and such payment or credit (including such interest) shall be made in accordance with Section 2.7.

4.4 Meter Data and Records.

(a) SELLER will use commercially reasonable efforts to obtain rights from Transmission Owner, on behalf of the CITY, to real time electronic meter and power measurement data for the purpose of verifying the amount of Purchased Energy delivered to the Delivery Point.

(b) SELLER shall provide CITY a report on the day immediately following the day that such data becomes available to SELLER, indicating SELLER's hourly delivery of Energy to Delivery Point for the prior day. SELLER's report of hourly Energy delivery shall be sent by either: (i) a file attached to an e-mail sent to CITY; (ii) a secure FTP site to which CITY is granted access; or (iii) other method mutually acceptable to the Parties. Such file shall use comma separated value (CSV) format, or such other mutually acceptable format.

(c) SELLER, on CITY's behalf, shall be responsible for all costs and responsibilities associated with submitting Meter data related to the Purchased Energy to the Energy Market.

(d) CITY or its agent shall have the right to be present whenever SELLER reads, cleans, changes, repairs, inspects, tests, calibrates, or adjusts any of SELLER's equipment used in measuring or checking the measurement of the amount of Energy delivered to the Delivery Point. SELLER shall give at least two (2) weeks notice to CITY in advance of calibrating the meters, and three (3) days notice to CITY in advance of taking other action that would materially affect the accuracy of the meter unless Good Utility Industry necessitate executing such action upon shorter notice or unless otherwise mutually agreed by SELLER and CITY. The records from the measuring equipment shall remain the property of SELLER, but, upon request, SELLER shall submit to CITY its records and charts, together with calculations therefrom, for inspection, verification and copying,

subject to return within ten (10) Days after receipt thereof. SELLER agrees to retain such records for not less than twenty-four (24) months after the expiration or termination of this Agreement.

(e) Seller shall provide CITY with its estimate of Energy generated by the Wind Project for the previous day on a daily basis via "File Transfer Protocol" or automated email, unless the Parties agree otherwise. Actual Energy generated by the Wind Project shall be finalized in the monthly invoice.

*4.5 **Wind Data And Other Records/Data.*** SELLER shall provide CITY access to a wind forecast and other information, data, documentation, and records reasonably related to the Wind Project. Measuring equipment is installed at the Wind Project, which has the capability of measuring and recording wind data 24 hours per day. CITY shall have the right, upon request to audit the wind data for the period of six hours prior to, during, and six hours after, the event which caused the necessity to calculate Curtailed Energy; provided that CITY shall hold all such data confidential pursuant to the terms of this Agreement.

ARTICLE 5
REPRESENTATIONS, WARRANTIES AND COVENANTS

*5.1 **SELLER's Representations and Warranties.***

(a) SELLER represents and warrants as follows:

(i) SELLER is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Delaware, and authorized to conduct business in Iowa;

(ii) SELLER has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

(iii) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by SELLER with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval (except for those approvals set forth in Sections 3.2 and 7.1 and approval by its board of directors (or equivalent governing body)) that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of SELLER or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which SELLER is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(iv) With the exception of the actions set forth in Sections 3.2 and 7.1 and approval by its board of directors (or equivalent governing body), SELLER has taken all such action

as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

(v) There are no bankruptcy, insolvency, reorganization or receiverships pending or being contemplated by SELLER or SELLER's parent, or to its knowledge threatened against SELLER;

(vi) To the SELLER's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect SELLER's ability to perform its obligations under this Agreement; and

(vii) This Agreement is a legal, valid and binding obligation of SELLER enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's right or by the exercise of judicial discretion in accordance with general principles of equity.

5.2 CITY's Representations and Warranties.

(a) CITY represents and warrants as follows:

(i) CITY is a municipality, duly organized, validly existing, and in good standing under the laws of the State of Missouri;

(ii) CITY has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

(iii) CITY has taken all action required by Applicable Law in order to approve, execute and deliver this Agreement;

(iv) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by CITY with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval (except for those approvals set forth in Section 7.3) that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of CITY or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which CITY is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(v) With the exception of the actions set forth in Section 7.3, CITY has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

(vi) There are no bankruptcy, insolvency, reorganization or receiverships pending or being contemplated by CITY, or to its knowledge threatened against CITY;

(vii) To the CITY's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect CITY's ability to perform its obligations under this Agreement; and

(viii) This Agreement is a legal, valid and binding obligation of CITY enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.

*5.3 **SELLER's Covenants**.* SELLER covenants that (a) from the Commencement Date through the expiration or termination of this Agreement, (i) the Wind Project shall be owned, operated and maintained by SELLER or permitted assignee in accordance with this Agreement, Good Utility Industry Operating Practices and Applicable Laws and (ii) SELLER shall use Good Utility Industry Operating Practices and best efforts to maintain an aggregate capacity of all Turbines installed at the Wind Project, prior to the Project Separation Date, at no less than 66 MW, and on and after the Project Separation Date, at no less than 21 MW, and (b) it shall use reasonable efforts to cause its employees to comply with the Occupational Safety and Health Act, and the rules promulgated thereunder by the U.S. Department of Labor, and all applicable Iowa statutes and regulations affecting job safety, provided that SELLER's failure to comply with the requirements of this Section 5.3(b) shall not provide CITY with the right to terminate this Agreement. SELLER covenants not to support, and to cooperate with CITY in opposing, any action of any regulatory body having jurisdiction thereover that could result in the modification or vitiation of any of the terms or conditions hereof or have any other material adverse effect on this Agreement.

*5.4 **CITY's Covenants**.* CITY covenants that: (i) from the date hereof through the expiration or termination of this Agreement, CITY shall comply with this Agreement and Applicable Laws.

ARTICLE 6
INDEMNIFICATION AND INSURANCE

6.1 General Indemnity.

(a) Scope of Indemnity. Subject to the provisions of Section 8.9 ("Waiver of Certain Damages"), each Party hereby protects, defends, indemnifies and holds harmless the other Party, its Affiliates, directors, officers, and employees, from and against all claims, demands, causes of action, judgments, liabilities and associated costs and expenses (including reasonable attorney's fees) arising from property damage, bodily injuries or death suffered by any third party Person (including, without limitation, employees of CITY) related to, arising from, or connected to the performance by the indemnifying party of its obligations hereunder, except to the extent that an act or omission of the indemnitee contributed to the loss, injury or property damage.

(b) Indemnification Procedure. The indemnitor, upon the other Party's request, shall defend any suit asserting a claim covered by this indemnity and shall pay its costs, subject to apportionment in the event of the indemnitee's comparative fault, including reasonable legal fees, that may be incurred by the other Party in enforcing this indemnity, provided that the indemnitor shall be entitled, at its option, to assume and control the defense with reasonable input from the indemnitee and any settlement of such suit shall first be submitted to the indemnitee for prior approval. If indemnitee fails to approve a settlement proposed by indemnitor, indemnitor may settle such claim on its behalf only, without relinquishing any rights of indemnitee. If indemnitee fails to approve any such settlement, indemnitor shall thereafter have no further obligations or liability to indemnitee in connection with such settled claim.

(c) Survival. Each indemnity set forth in this Article 6 is a continuing obligation, separate and independent of the other obligations of each Party and survives the expiration or termination hereof. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

6.2 Insurance. (a) SELLER, at its own cost and expense, shall maintain and keep in full force and effect from the date hereof through the later of the date of expiration or termination of the Agreement, the following insurance coverage:

(i) Workers' Compensation Insurance for statutory obligations imposed by applicable state laws, and Employer's Liability Insurance with a minimum limit of one million dollars ($1,000,000) for disease and injury to employees; and

(ii) Commercial General Liability Insurance, including premises and operations, bodily injury, broad form property damage, products/completed operations, contractual liability and independent contractors protective liability all with minimum combined single limit liability of five million dollars ($5,000,000).

(b) All insurance policies required to be obtained hereunder shall provide insurance for occurrences from the date hereof through the later of the expiration or termination hereof. The CITY, its officers, agents and employees shall be named as additional insured on all insurance policies required by the specifications hereunder to be purchased by the SELLER. All insurance coverage required by this Agreement shall be issued by an insurer with an A.M. Best's rating of not less than "A-" or such other insurer as is reasonably acceptable to CITY.

(c) SELLER shall require its insurer(s) to endeavor to notify the CITY of any material change in, or cancellation of, the insurance required by this Section 6.1 at least thirty (30) Days prior to the effective date of such change or cancellation except in the case of non-payment of premiums in which case the notice shall be ten (10) Days. Within fifteen (15) Days after the date hereof, SELLER shall provide to the CITY and thereafter maintain with the CITY a current certificate of insurance verifying the existence of the insurance coverage required by this Agreement.

ARTICLE 7
GOVERNMENT APPROVALS

7.1 Government Approvals - SELLER's Obligation. Except with respect to governmental approvals, licenses and permits that may be required to allow CITY to perform its obligations hereunder or as otherwise specified hereunder (all of which shall be obtained and maintained by CITY at its sole cost), SELLER shall secure and maintain, at no cost to CITY, all governmental approvals, permits (including environmental permits), licenses, easements, rights-of-way, releases and other approvals necessary for the construction, engineering, operation and maintenance of the Wind Project, and the performance by SELLER of its obligations hereunder.

7.2 Assistance. At SELLER's request, CITY shall use reasonable efforts to assist SELLER in obtaining and retaining such permits, licenses, releases and other approvals as are necessary for the operation and maintenance of the Wind Project, and the performance by SELLER of its obligations hereunder. At CITY's request, SELLER shall use reasonable efforts to assist CITY in obtaining and retaining such permits, licenses, releases and other approvals as are necessary for the performance by CITY of its obligations hereunder. Each Party shall reimburse the other Party for out-of-pocket costs reasonably incurred by such other Party in rendering assistance under this Section 7.2.

7.3 Government Approvals – CITY's Obligation. CITY shall secure and maintain, at no cost to SELLER, all government registrations, approvals, permits, licenses, easements, rights of way, releases and other approvals necessary for the performance by CITY of its obligations hereunder, if any. At CITY's request, SELLER shall use commercially reasonable efforts to assist CITY in obtaining and retaining such government approvals, permits, licenses, releases and other approvals necessary for the performance by CITY of its obligations hereunder, if any. Each Party shall reimburse the other Party for out-of-pocket costs reasonably incurred by such other Party in rendering assistance under this Section 7.3.

ARTICLE 8
MISCELLANEOUS

8.1 Confidential Information.

(a) The Parties have and will develop certain information, processes, know-how, techniques and procedures concerning the Wind Project, that they consider confidential and proprietary (the "Confidential Information"). Notwithstanding the confidential and proprietary nature of such Confidential Information, the Parties (each, the "Disclosing Party") may make such Confidential Information available to the other (each, a "Receiving Party") subject to the provisions of this Section 8.1.

(b) Upon receiving or learning of Confidential Information, the Receiving Party shall:

(i) Treat such Confidential Information as confidential and use reasonable care not to divulge such Confidential Information to any third party except as required by law, subject to the restrictions set forth below;

(ii) Restrict access to such Confidential Information to only those of its employees, directors, agents or third party contractors who need to know it, and for the purposes of this Agreement who shall be bound by the terms of this Section 8.1; and

(iii) Use such Confidential Information solely for the purpose of developing the Wind Project, and for purposes of this Agreement.

(c) The restrictions of this Section 8.1 do not apply to:

(i) Release of this Agreement or any part or summary hereof to any Governmental Entity required for obtaining any approval or making any filing pursuant to Sections 3.2, 7.1 or 7.3, provided that (a) each Party agrees to cooperate in good faith with the other to maintain the confidentiality of the provisions of this Agreement by requesting confidential treatment with all filings to the extent appropriate and permitted by Applicable Law and (b) the Receiving Party, shall provide reasonable notice to the Disclosing Party, prior to disclosure (if not prevented by law), of the time and scope of the intended disclosure in order to provide the Disclosing Party an opportunity to obtain a protective order or otherwise seek to prevent, limit the scope of, or impose conditions upon such disclosure;

(ii) Information which is, or becomes, publicly known or available other than through the action of the Receiving Party in violation of this Agreement;

(iii) Information which is in the possession of the Receiving Party prior to receipt from the Disclosing Party or which is independently developed by the Receiving Party prior to the date hereof, provided that the Person or Persons developing such information have not had access to any Confidential Information;

(iv) Information which is received from a third party which is not known (after due inquiry) by Receiving Party to be prohibited from disclosing such information pursuant to a contractual, fiduciary or legal obligation; and

(v) Information which is, in the reasonable opinion of counsel of the Receiving Party, required to be disclosed pursuant to Applicable Law; the Receiving Party shall provide reasonable notice to the Disclosing Party of the time and scope of the intended disclosure.

(d) Notwithstanding the foregoing, SELLER may disclose Confidential Information to the Lenders and any other financial institutions expressing an interest in providing equity or debt financing or refinancing and/or credit support to SELLER, and the agent or trustee of any of them.

(e) Neither Party shall issue any press or publicity release, other than information that is, in the reasonable written opinion of counsel to the Disclosing Party, required to be distributed or disseminated pursuant to Applicable Law (provided that the Disclosing Party has given notice to, and an opportunity to prevent disclosure by, the other Party as provided in Section 8.1(c)(v)), concerning this Agreement or the participation of the other Party in the transactions contemplated hereby without the prior written approval of the other Party. This provision shall not prevent the Parties from releasing information which is required to be disclosed in order to obtain permits,

licenses, releases and other approvals relating to the Wind Project, or as are necessary in order to fulfill such Party's obligations under this Agreement.

(f) The obligations of the Parties under this Section 8.1 shall remain in full force and effect for three (3) years following the expiration or termination of this Agreement.

8.2 Successors and Assigns; Assignment.

(a) This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party.

(b) Notwithstanding the foregoing, no consent shall be required for:

(i) Any assignment of this Agreement by SELLER to any Lenders as collateral security for obligations under the financing documents entered into with such Lenders;

(ii) Any assignment by the Lenders to a third party after the Lenders have exercised their foreclosure rights with respect to this Agreement or the Wind Project;

(iii) Any assignment or transfer of this Agreement by SELLER to an Affiliate of SELLER provided that SELLER remains liable for the obligations hereunder;

(iv) Any assignment or transfer of this Agreement by SELLER or CITY to a Person succeeding to all or substantially all of the assets of such Party, provided that such Person's creditworthiness is equal to or better than that of such Party, as reasonably determined by the non-assigning Party, and provided further that such Person must have the technical expertise and capability (or must have retained such technical expertise and capability) to perform such Party's obligations under this Agreement, as reasonably determined by the non-assigning Party; or

(v) Any assignment or transfer of this Agreement by CITY to an Affiliate, provided that CITY remains liable for the obligations hereunder.

(c) CITY acknowledges that upon an event of default under any financing documents relating to the Wind Project, any of the Lenders may (but shall not be obligated to) assume, or cause its designee or a new lessee or purchaser of the Wind Project, to assume, all of the interests, rights and obligations of SELLER thereafter arising under this Agreement.

(d) If the rights and interests of SELLER in this Agreement shall be assumed, sold or transferred as herein provided, and the assuming party shall agree in writing to be bound by and to assume, the terms and conditions hereof and any and all obligations to CITY arising or accruing hereunder from and after the date of such assumption, then SELLER shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and CITY shall continue this Agreement with the assuming SELLER as if such Person had been named as SELLER under this Agreement; provided, however, if a Lender assumes this Agreement as provided herein, CITY acknowledges and agrees that such Lender shall not be personally liable for the performance of such obligations hereunder except to the extent of all of

Lender's right, title and interest in and to the Wind Project. Notwithstanding any such assumption by any of the Lenders or a designee thereof, SELLER shall not be released and discharged from and shall remain liable for any and all obligations to CITY arising or accruing hereunder prior to such assumption.

(e) If the rights and interests of CITY in this Agreement shall be assumed, sold or transferred in accordance with the terms of this Agreement, and the assuming party shall agree in writing to be bound by and to assume, the terms and conditions hereof and any and all obligations to SELLER arising or accruing hereunder from and after the date of such assumption, then CITY shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and SELLER shall continue this Agreement with the assuming party as if such Person had been named as CITY under this Agreement.

(f) The provisions of this Section 8.2 are for the benefit of the Lenders as well as the Parties hereto, and shall be enforceable by the Lenders as express third party beneficiaries hereof. CITY hereby agrees that none of the Lenders, nor any bondholder or participant for whom they may act or any trustee acting on their behalf, shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of SELLER or shall have any obligation or liability to CITY with respect to this Agreement except to the extent any of them becomes a party hereto pursuant to this Section 8.2.

*8.3 **Financing Liens**.*

(a) SELLER, without approval of CITY, may, by security, charge or otherwise encumber its interest under this Agreement for the purposes of financing the development, construction and/or operation of the Wind Project, and the SELLER's Interconnection Facilities.

(b) Within ten (10) Business Days of making such encumbrance, SELLER shall notify CITY in writing of the name, address, and telephone and facsimile numbers of each Lender to which SELLER's interest under this Agreement has been encumbered. Such notice shall include the names of the account managers or other representatives of the Lenders to whom all written and telephonic communications may be addressed.

(c) After giving CITY such initial notice, SELLER shall promptly give CITY notice of any change in the information provided in the initial notice or any revised notice.

(d) If SELLER encumbers its interest under this Agreement as permitted by this Section 8.3, the following provisions shall apply:

(i) The Parties, except as provided by the terms of this Agreement, shall not modify or cancel this Agreement without the prior written consent of the Lenders;

(ii) The Lenders or their designees shall have the right, but not the obligation, to perform any act required to be performed by SELLER under this Agreement to prevent or cure an Event of Default by SELLER and such act performed by the Lenders or their designees shall be as effective to prevent or cure an Event of Default as if done by SELLER;

(iii) CITY shall upon request by SELLER execute statements certifying that this Agreement is unmodified (or, modified and stating the nature of the modification), in full force and effect and the absence or existence (and the nature thereof) of then known Events of Default hereunder by SELLER and documents of consent to such assignment to the encumbrance and any assignment to such Lenders, provided, upon the receipt of a written request from SELLER or any Lender, CITY shall execute, or arrange for the delivery of, such certificates, opinions and other documents, provided, that in responding to any such request, CITY shall have no obligation to provide any consent, or enter into any agreement, that materially adversely affects any of CITY's rights, benefits, risks and/or obligations under this Agreement. SELLER shall reimburse, or shall cause the Lender to reimburse, CITY for expenses as may be reasonably necessary in order for SELLER to consummate any financing or refinancing; and

(iv) Upon the receipt of a written request from SELLER or any Lender, CITY shall execute, or arrange for the delivery of, such certificates, opinions and other documents at the SELLER's or Lender's expense as may be reasonably necessary in order for SELLER to consummate any financing or refinancing of the Wind Project or any part thereof, and will enter into reasonable agreements with such Lender, including a consent to assignment in a form reasonably acceptable to Lender, provided, upon the receipt of a written request from SELLER or any Lender, CITY shall execute, or arrange for the delivery of, such certificates, opinions and other documents, provided, that in responding to any such request, CITY shall have no obligation to provide any consent, or enter into any agreement, that materially adversely affects any of CITY's rights, benefits, risks and/or obligations under this Agreement. SELLER shall reimburse, or shall cause the Lender to reimburse, CITY for expenses as may be reasonably necessary in order for SELLER to consummate any financing or refinancing. Said agreements will grant certain rights to the Lenders as more fully developed and described in such documents, including (a) this Agreement shall not be terminated (except for termination pursuant to the terms of this Agreement) without the consent of Lender, which consent is not to be unreasonably withheld or delayed, (b) Lenders shall be given notice of, and the opportunity to cure as provided in Section 3.3(d), any breach or default of this Agreement by SELLER, (c) that if the Lender forecloses, take a deed in lieu of foreclosure or otherwise exercise its remedies pursuant to any security documents, then (1) CITY shall, at Lender's request, continue to perform all of its obligations hereunder, and Lender or its nominee may perform in the place of SELLER, and may assign this Agreement to another Person in place of SELLER, (2) Lender shall have no liability under this Agreement except during the period of such Lender's ownership or operation of the Wind Project, and (3) that CITY shall accept performance in accordance with this Agreement by Lender or its nominee, and (d) that CITY shall make representations and warranties to Lender as Lender may reasonably request with regard to (1) CITY's existence, (2) CITY's authority to execute, deliver and perform this Agreement, (3) the binding nature of the document evidencing CITY's consent to assignment to Lender and this Agreement on CITY and (4) receipt of regulatory approvals by CITY with respect to its execution and performance under this Agreement.

8.4 Notices. Each notice, request, demand, statement or routine communication required or permitted under this Agreement, or any notice or communication that either Party may desire to deliver to the other, shall be in writing and shall be considered delivered effective: (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email. Each such notice must be addressed to the other Party at its address indicated below or at such other address and by means as

either Party may designate for itself in a written notice to the other Party in accordance with this Section 8.4.

If to SELLER: Crystal Lake Wind III, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attn: Business Manager
Telephone: (561) 304-5076
Facsimile: (561) 304-5840

With copies of all notices relating to Events of Default, termination and other legal notices to:

NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attn: General Counsel
Telephone: (561) 304-5674
Facsimile: (561) 691-2988

If to CITY: City of Columbia
Attention: Tad Johnsen, Director of Water and Light
P.O. Box 6015
Columbia, Missouri 65205
Email: TAJOHNSE@GoColumbiaMo.com

SELLER must send all invoices to:
City of Columbia
Attn: Jim Windsor
P.O. Box 6015
Columbia, Missouri 65205
Email: JRW@GoColumbiaMo.com

8.5 Force Majeure. The performance of any obligation required hereunder shall be excused during the continuation of any Force Majeure event suffered by the Party whose performance is hindered in respect thereof, and the time for performance of any obligation that has been delayed due to the occurrence of a Force Majeure event. The Party experiencing the delay or hindrance shall use reasonable efforts to immediately notify the other Party in writing describing in detail the occurrence of such Force Majeure event and the anticipated period of delay, but in no event shall the notification take longer than three (3) days after the commencement of the Force Majeure event, provided that the failure of the Party experiencing the delay or hindrance to notify the other Party within such three (3) Day period shall not preclude such Party from claiming a Force Majeure event hereunder. In any event the Party claiming Force Majeure shall provide detailed written notice of Force Majeure to the other Party prior to making a claim against the other Party for default. Each Party suffering a Force Majeure event shall take, or cause to be taken, such action as

may be necessary to overcome or otherwise to mitigate, in all material respects, the effects of any Force Majeure event suffered by either of them and to provide written notice to the other Party of such actions, and to resume performance hereunder as soon as practicable under the circumstances.

*8.6 **Amendments**.* This Agreement shall not be modified nor amended unless such modification or amendment shall be in writing and signed by authorized representatives of both Parties.

*8.7 **Audit**.* Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement including amounts of Purchased Energy and Curtailed Energy. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Late Payment Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twenty four (24) months from the rendition thereof, and thereafter any objection shall be deemed waived.

*8.8 **Waivers**.* Failure to enforce any right or obligation by any Party with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter nor to any other matter. Any waiver by any Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing. Such waiver shall not be deemed a waiver with respect to any subsequent default or other matter.

*8.9 **Waiver of Certain Damages**.* Notwithstanding any other provision of this Agreement (except to the extent indemnification payments are made pursuant to Section 6.1 as a result of an indemnified Person's obligation to pay special, indirect, incidental, punitive or consequential damages to a third party (excluding either Party's Affiliates, officers, directors, shareholders or members) as a result of actions included in the protection afforded by the indemnification set forth in Section 6.1 and except as otherwise provided in Sections 2.4 and 2.5), neither CITY nor SELLER (nor any of their Affiliates, contractors, consultants, officers, directors, shareholders, members or employees) shall be liable for special, indirect, incidental, punitive or consequential damages under, arising out of, due to, or in connection with its performance or non performance of this Agreement or any of its obligations herein, whether based on contract, tort (including, without limitation, negligence), strict liability, warranty, indemnity or otherwise.

*8.10 **Survival**.* Notwithstanding any provisions herein to the contrary, the obligations set forth in Sections 8.1 and 8.9, the indemnity obligations set forth in Article 6, and the limitations on liabilities set forth herein shall survive (in full force) the expiration or termination of this Agreement.

*8.11 **Severability**.* If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void, all other terms of the Agreement shall remain in effect; provided that the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any Applicable Law and the intent of the Parties.

8.12 Standard of Review. Absent the agreement of the Parties to the proposed change, the standard of review for changes to this Agreement proposed by a Party, a Person or the Federal Energy Regulatory Commission acting sua sponte shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine), unless overruled.

8.13 Governing Law And Venue. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of the federal courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

8.14 [Intentionally Deleted]

8.15 Waiver of Trial by Jury. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

8.16 Disputes. In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement (collectively, a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations between the Parties. If such consultations do not result in a resolution of the Dispute within fifteen (15) days after notice of the Dispute has been delivered to either party, then such Dispute shall be referred to the senior management of the Parties for resolution. If the Dispute has not been resolved within fifteen (15) days after such referral to the senior management of the Parties, then either Party may pursue all of its remedies available hereunder.

8.17 No Third-Party Beneficiaries. Except as set forth in Article 6 and in Sections 8.2, 8.3 and 8.9, this Agreement is intended solely for the benefit of the Parties hereto and nothing contained herein shall be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement.

8.18 No Agency. Except with respect to SELLER acting as Market Participant for CITY, and only to the extent that SELLER acting as Market Participant for CITY constitutes an agency relationship pursuant to the rules and procedures of the Transmission System Operator, this Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability

upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.19 Cooperation. The Parties acknowledge that they are entering into a long term arrangement in which the cooperation of both of them will be required.

(a) In the event that, at any time during the Term, any of the following occurs the effect of which is that the benefits and burdens of this Agreement are no longer as contemplated by the original intentions of the Parties, the Parties shall use their commercially reasonable efforts to reform or, if required by Applicable Law, with respect to CITY, or the board of directors (or equivalent governing body) of SELLER, amend this Agreement in order to give effect to the original intentions of the Parties regarding the appropriate allocation of benefits and burdens to each Party:

(i) if any Governmental Entity levies or otherwise imposes a tax on the sale or purchase of Energy and or Credits ("Transfer Taxes") that was not in effect as of the Effective Date, regardless of whether such Transfer Taxes are imposed on CITY or SELLER, but excluding in all events taxes based on or measured by net income; or

(ii) the applicable Transmission System Operator or Transmission System Operator Tariff is changed in a manner that materially adversely affects SELLER or CITY; or

(iii) if an applicable regional reliability council issues a directive, rule or regulation that materially adversely affects SELLER or CITY.

(b) With respect to Section 8.19(a)(ii) or (a)(iii), no Party is obligated to agree to a change in the Fixed Rate.

(c) With respect to Section 8.19(a)(i), the Parties acknowledge that there are currently no known Transfer Taxes that would apply to either CITY or SELLER and that the Fixed Rate is based upon this fact. Should any Governmental Entity levy or otherwise impose a tax on the sale or purchase of Energy and or Credits that was not in effect as of the Effective Date, the Parties shall negotiate and these negotiations may result in an amendment to the contract which includes an appropriate adjustment in the Fixed Rate.

8.20 Further Assurances. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 8.20.

8.21 Good Faith. The Parties shall act in accordance with principles of good faith and fair dealing in the performance of this Agreement.

8.22 Services Contract. The Parties intend that this Agreement be a "service contract" within the meaning of Section 7701(e)(3) of the Code, and the Parties shall not take any position inconsistent with such treatment. Without limiting the foregoing, neither CITY nor any party related to CITY shall have the right or be deemed to operate the Wind Project for purposes of

Section 7701(e)(4)(A)(i) of the Code. Notwithstanding any provision to the contrary under this Agreement, neither CITY nor any party related to CITY shall (a) bear or be deemed to bear any significant financial burden if there is nonperformance by SELLER under this Agreement, as the phrase "any significant financial burden if there is nonperformance" is used in Section 7701(e)(4)(A)(ii) of the Code; or (b) be deemed to receive any significant financial benefit if the operating costs of the Wind Project are less than the standard of performance and/or operation set forth in this Agreement, as the phrase "significant financial benefit if the operating costs of the Wind Project are less than the standards of performance or operation" is used in Section 7701(e)(4)(A)(iii) of the Code.

*8.23 **Captions; Construction**.* All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the content or scope of this Agreement. Any term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

*8.24 **Employment of Unauthorized Aliens Prohibited**.* SELLER agrees to comply with Missouri State Statute Section 285.530 in that SELLER shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, SELLER shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. SELLER shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

*8.25 **Entire Agreement***

This Agreement shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement.

*8.26 **Counterparts**.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement in the manner appropriate to each on the date set forth above.

CRYSTAL LAKE WIND III, LLC

By: _____

Name: _____

Title: TJ Tuscai President

ATTEST:

_____

Signature

Name: Charles Schulte

Title: Secretary

CITY OF COLUMBIA, MISSOURI

By: _____

Mike Matthes, City Manager

ATTEST:

_____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____

Fred Boeckmann, City Counselor

EXHIBIT "A"

DESCRIPTION OF WIND PROJECT

SELLER has built and will own and operate a Wind Project with a capacity rating of 66 MW. The Wind Project is located in Hancock and Winnebago Counties, Iowa. The Wind Project will generate electrical power that will be sold wholesale.

The Wind Project consists of:

- 44 GE wind turbine generators ("Turbines") on tubular steel towers. Each individual Turbine has a capacity rating of 1.5 MW.
- A network of several miles of low profile, gravel field roads providing access to the Turbines.
- Electrical transformation equipment located at the Wind Project.
- An underground and aboveground electric cable collection system to carry electricity to the substation.
- An underground and aboveground fiber-optic data collection system.
- Maintenance/field office(s).

Nothing in this Exhibit "A" is intended to either (i) limit the right of SELLER to make any changes to the Wind Project it elects to undertake that are consistent with this Agreement, or (ii) grant any rights to CITY regarding the description, nature or components of the Wind Project.

EXHIBIT "B"

INTERCONNECTION DIAGRAM AND DELIVERY POINT PRIOR TO PROJECT SEPARATION AND COMMERCIAL MODEL CHANGE

The Wind Project is connected to the ITC Midwest Lime Creek Substation via a 5 mile 59 KV transmission line and a 38 mile 161 KV transmission line. The Delivery Point is the commercial pricing node in the MISO model called ALTW.CRYSTAL3 (or its successor), which node is located at the high side of the bus at the Lime Creek Substation.

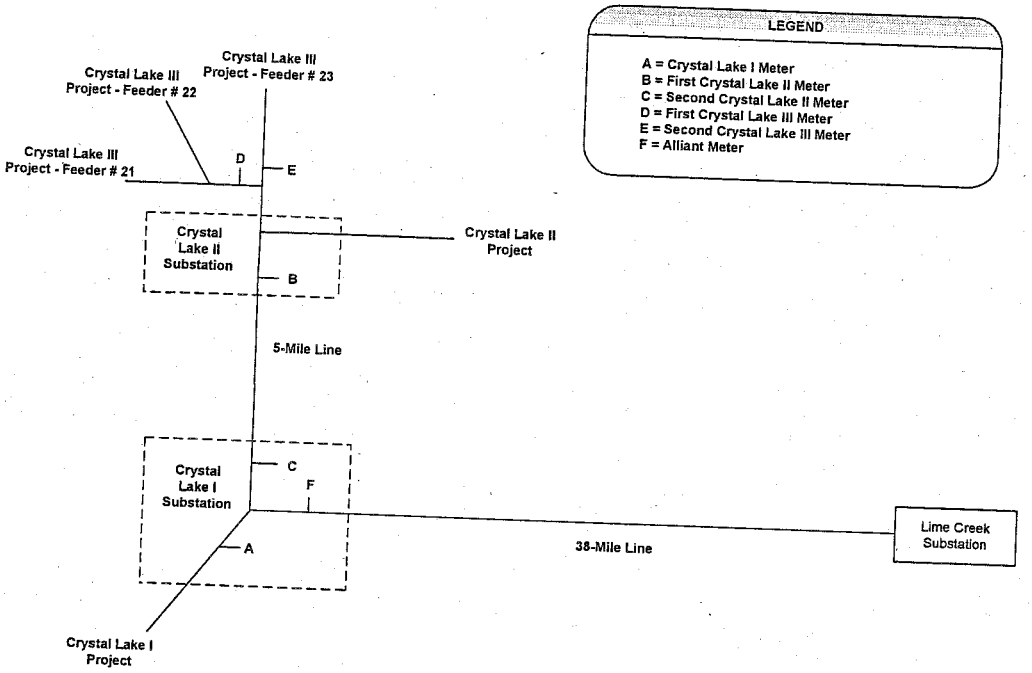

EXHIBIT "C"

NEXTERA ENERGY POWER MARKETING, INC.

RENEWABLE ATTESTATION FORM

I. Facility information

Name of Generation Facility ("Facility"):

_____

Company or Person that Owns Facility ("SELLER"):

_____

Address of Facility:

_____

_____

North American Electricity Reliability Corporation (NERC) region in which Facility is located[1]:

_____

Facility ID Number[2]: _____ EIA or QF? (circle one) Capacity (MW):

_____

Date Facility was First Operational: ___/___/___ Date of Capacity Upgrade or Repowering[3]:___/___/___

Contact Person: _____

Title: _____

Telephone: _____

Email Address: _____

_____

[1] If you are unsure of which region Facility is in, see http://www.nerc.com/regional/

[2] Enter Energy Information Administration (EIA) identification number for the generating facility; if no EIA number, enter the utility-assigned Qualifying Facility (QF) identification number.

[3] If applicable, Repowered facilities must meet Green-e's criteria for repowering, available at http://www.green-e.org/docs/Repowering_Defin_and_Intstructions.doc

II. Renewable Electricity or RECs[4] supplied to CITY indicated below, by fuel type

III. Declaration

I, (print name and title) _____, declare that the (indicate with "x") ____ electricity bundled with renewable attributes / ____ renewable attributes only[5] listed above were sold exclusively from SELLER to _____ ("CITY").

I further declare that:

1) all the renewable attributes (including CO2 benefits), including any emissions offsets, reductions or claims, represented by the renewable electricity generation listed above were transferred to CITY;

2) to the best of my knowledge, the renewable attributes were not sold, marketed or otherwise claimed by a third party other than CITY;

3) SELLER sold the renewable attributes only once;

4) the renewable attributes or the electricity that was generated with the attributes was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate by SELLER, nor to the best of my knowledge, by any other entity other than CITY; [6]

5) the renewable electricity sold or electricity associated with the attributes sold was not used on-site for powering electric generation equipment (parasitic load);

6) if CITY is receiving electricity bundled with renewable attributes from SELLER, the renewable electricity was delivered into the NERC region in which Facility is located;

7) if Facility is located in Canada, it is EcoLogo certified and was throughout the Period of Generation; and

8) the electricity that was generated with the attributes was not separately sold, separately marketed or otherwise separately represented as renewable energy by SELLER, or, to the best of my knowledge, any other entity other than CITY.

Please indicate the following:

Is Facility owner reporting its direct greenhouse gas emissions in a legally binding cap and trade program for the time period of generation listed on this form?

---

[4] Renewable Energy Certificates, which represent the renewable attributes of 1 MWh of renewable electricity generation.

[5] If selling renewable attributes to CITY without electricity, please fill in the name of the load serving entity buying the undifferentiated electricity, if applicable at the bottom of this page.

[6] Renewable attributes used by CITY for any of the purposes listed in 4) are ineligible for Green-e certification.

Yes;[7] list the cap and trade program: _____

No

If SELLER is providing only RECs to CITY and selling the associated electricity to a utility or load-serving entity, please write the name of the utility or load-serving entity here:

_____

Check box if sale is part of a Qualifying Facility (QF) Facility

As an authorized agent of SELLER, I attest that the above statements are true and correct.

_____ _____

Signature Date

_____

Place of Execution

This Form is used by the Center for Resource Solutions to verify the accuracy of claims made by retail marketers. The information on this form is held strictly confidential and will not be shared with any other party except in aggregate form.

[7] In this case the renewable energy or RECs reported on this form may be ineligible for Green-e certification. For more information, contact Green-e Staff at 415-561-2100.

EXHIBIT "D"

SPECIFIED TURBINES

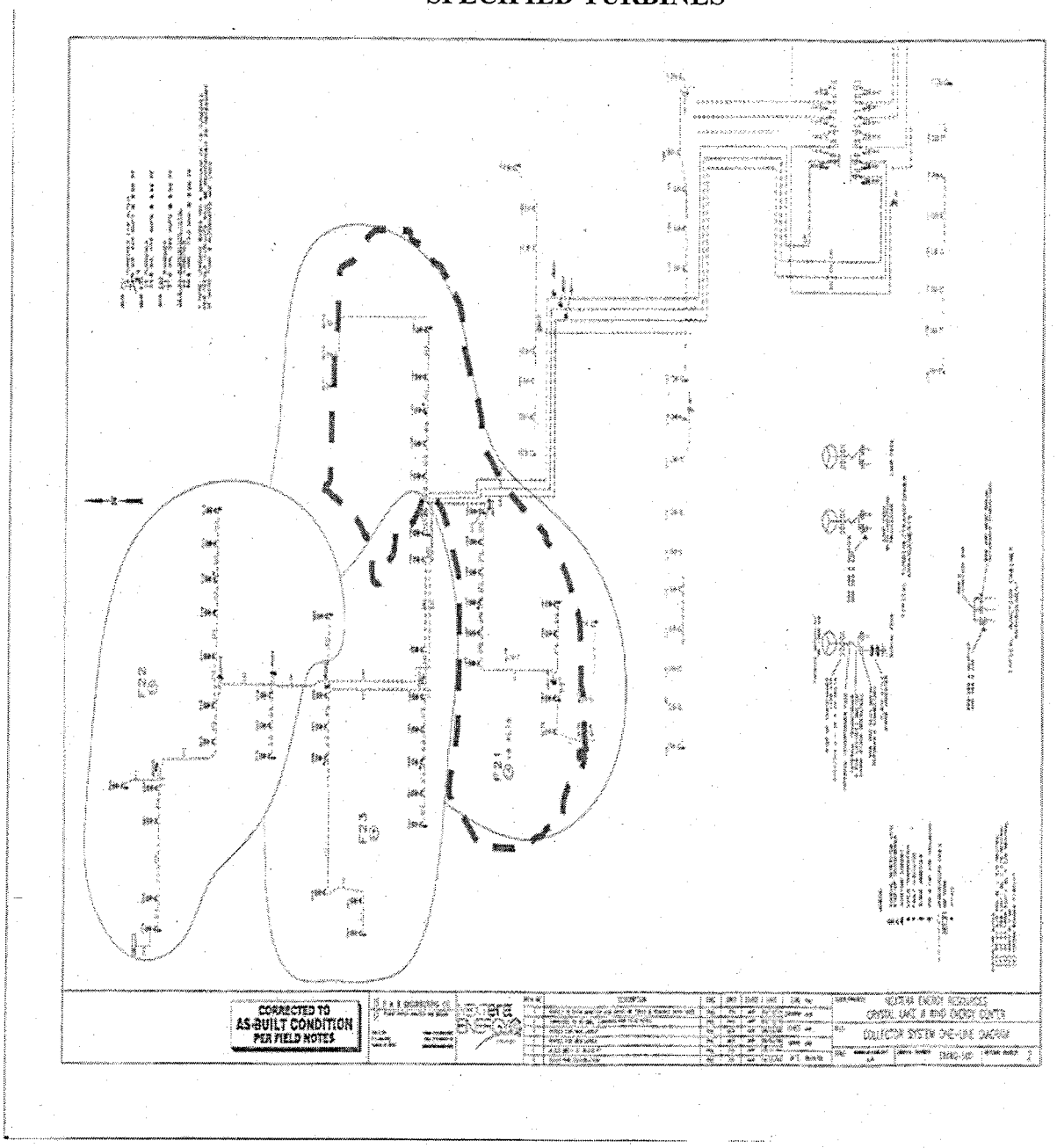

Exhibit "E"

INTERCONNECTION DIAGRAM AND DELIVERY POINT AFTER PROJECT SEPARATION AND COMMERCIAL MODEL CHANGE

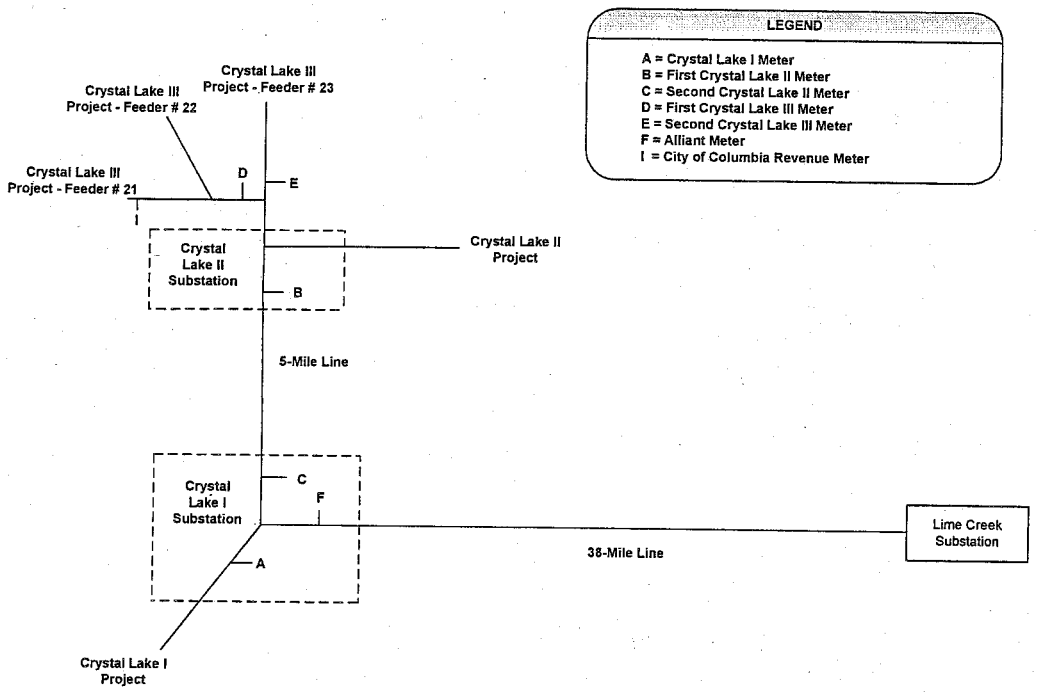

EXHIBIT 2

"2016 Crystal Lake Agreement"

Addition to "Original Agreement"
As *Exhibit F*

2016
Power Purchase Agreement
Between
City of Columbia
And
Crystal Lake Wind III, LLC

HANCOCK AND WINNEBAGO COUNTIES, IOWA
CRYSTAL LAKE III WIND ENERGY FACILITY

POWER PURCHASE AGREEMENT

between

CITY OF COLUMBIA, MO

as CITY

and

CRYSTAL LAKE WIND III, LLC

as SELLER

dated as of

_____ __, 2016

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POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT (this "Agreement") is made this __ day of _____, 2016 (the "Effective Date"), by and between City of Columbia, a Missouri municipality ("CITY"), and Crystal Lake Wind III, LLC, a Delaware limited liability company ("SELLER"). CITY and SELLER are each individually referred to herein as a "Party" and collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, SELLER owns and is currently operating a wind generation facility with 66 MW aggregate capacity on a site located in Hancock and Winnebago Counties, Iowa; and

WHEREAS, SELLER and CITY entered into that certain Power Purchase Agreement, dated as of February 7, 2012 (the "2012 PPA"), pursuant to which SELLER sells and CITY purchases the energy generated from 21 MW aggregate capacity from certain specified turbines at such wind generation facility (collectively, the "2012 PPA Specified Turbines"); and

WHEREAS, SELLER desires to sell, and CITY desires to purchase and receive, Energy and the associated Credits from certain portions of such wind generation facility not including the 2012 PPA Specified Turbines on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. Unless otherwise required by the context in which any term appears: (i) capitalized terms used in this Agreement shall have the meanings specified in this Article 1; (ii) the singular shall include the plural and vice versa; (iii) references to "articles," "sections," "schedules," "annexes," "appendices" or "exhibits" (if any) shall be to Articles, Sections, Schedules, Annexes, Appendices or Exhibits hereof; (iv) all references to a particular entity shall include a reference to such entity's successors and permitted assigns; (v) the words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection hereof; (vi) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (vii) references to this Agreement shall include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time; and (viii) the masculine shall include the feminine and neuter and vice versa.

"2012 PPA" shall have the meaning set forth in the second Recital paragraph of this Agreement.

"2012 PPA Specified Turbines" shall have the meaning set forth in the second Recital paragraph of this Agreement.

"Affiliate" shall mean, with respect to any Person, (i) each Person that directly or indirectly, controls or is controlled by or is under common control with such designated Person; (ii) any Person that beneficially owns or holds fifty percent (50%) or more of any class of voting securities of such designated Person or fifty percent (50%) or more of the equity interest in such designated Person; or (iii) any Person of which such designated Person beneficially owns or holds fifty percent (50%) or more of the equity interest. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"Agreement" shall have the meaning set forth in the first paragraph hereof.

"Applicable Law" shall mean, with respect to any Person and the Wind Project, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, tariffs, regulations, governmental approvals, licenses and permits, directives and requirements of all regulatory and other governmental authorities as may be amended, in each case applicable to or binding upon such Person and the Wind Project (as the case may be).

"Business Day" shall mean every day other than a Saturday or Sunday or any other day on which banks in the States of Florida, Missouri, Delaware and Iowa are permitted or required to remain closed.

"Business Operating Rules" shall have the meaning set forth in Section 2.14.

"Calculation Period" shall mean each hour during the Term.

"Calculation Year" shall mean, with respect to a termination of this Agreement pursuant to Section 3.3, each year that Purchased Energy would have been purchased by CITY hereunder during the remainder of the Term (absent termination of this Agreement).

"CITY" shall have the meaning set forth in the first paragraph of this Agreement

"CITY Curtailment" shall mean any curtailment of the Wind Project resulting from either (a) an instruction by CITY pursuant to Section 2.1(e), including but not limited to any instruction by CITY to operate the Wind Project at a level that is different from the "real time set point" provided by the Transmission System Operator(inclusive of ramp time, if any), or (b) an instruction or direction from the Transmission System Operator to reduce the amount of Energy to be generated by the Wind Project below the amount otherwise then available to be generated arising from the offer submitted to the Transmission System Operator by the CITY's Market Participant with respect to the Wind Project pursuant to Section 2.12 (a). For the avoidance of doubt, CITY Curtailment shall not

include any System Curtailment or any other curtailment instructed or directed by the Transmission System Operator that does not arise from the offer submitted to the Transmission System Operator by the CITY's Market Participant with respect to the Wind Project pursuant to Section 2.12(a).

"CITY Curtailment Period" shall mean, with respect to any given CITY Curtailment, the period commencing with start of the Calculation Period in which such CITY Curtailment starts and ending with the end of the Calculation Period in which such CITY Curtailment ends.

"CITY Downgrade Event" shall be deemed to have occurred if CITY shall fail to have a Long Term Credit Rating of not less than BBB- from S&P or Baa3 from Moody's (if rated by one of the Rating Agencies), or not less than BBB- from S&P and Baa3 from Moody's (if rated by both of the Rating Agencies), and if such credit ratings are equal to such required levels from S&P or from Moody's, with a "credit watch", "negative outlook" or other rating decline alert issued by either S&P or Moody's, as applicable.

"CITY's Check Meters" shall have the meaning set forth in Section 4.1(b).

"CITY's Designated Check Meter" shall mean the CITY's Check Meter, as adjusted to reflect the Energy delivered to the Delivery Point, designated from time to time by the CITY to act as a backup Meter pursuant to Section 4.2.

"CITY's Market Participant" shall mean the Person authorized by CITY to act on CITY's behalf or as its registered agent in MISO or its successor entity who meets the definition of "Market Participant" under MISO or its successor entity. CITY's Market Participant for the Energy shall be SELLER.

"CITY's Proportion of Energy" or "CPE" shall mean 100% of the Energy at such time tendered at the Delivery Point.

"CITY's Proportion of Total Capacity" shall mean 100% of the Total Capacity.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Commencement Date" shall have the meaning set forth in Section 3.1.

"Commercial Pricing Node" shall mean the virtual point at which Transmission System Operator assigns the locational price applicable to the Energy delivered from the Wind Project allocable to the market participant account identified with CITY, designated as [ALTW.CRLK3CWLD], as further depicted in Exhibit "B".

"Confidential Information" shall have the meaning set forth in Section 8.1.

"Contract Year" means each year of the Term, whether such year is comprised of 365 or 366 Days; provided, however, that (i) the first Contract Year shall commence on the Commencement Date and end on June 30, 2017, and (ii) the second Contract Year shall commence on July 1, 2017 and end on June 30, 2018, and (iii) successive Contract Years shall commence on each July 1 thereafter and end on each June 30 thereafter, respectively.

"Credits" shall mean any and all present or future (whether known or unknown) aspects, claims, environmental attributes, characteristics and benefits associated with the generation of electric power at the Wind Project that have intrinsic value, separate and apart from the Energy produced. Credits include, but are not limited to, Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions, such as Renewable Energy Credit Reporting Rights. "Renewable Energy Credit Reporting Rights" are the rights of a Renewable Energy Credit purchaser to report the ownership of accumulated Renewable Energy Credit in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Renewable Energy Credit purchaser's discretion, and include without limitation those Renewable Energy Credit Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Renewable Energy Credits are accumulated on a MWh basis and one Renewable Energy Credit represents the Credits associated with one (1) MWh of Energy. "Renewable Energy Credits" means certificates, green tags, or other transferable indicia indicating generation of a particular quantity of energy from a renewable energy source by a renewable energy facility attributed to all of the Energy output during the Term created under a renewable energy, emission reduction, or other reporting program adopted by a governmental authority, or for which a registry and a market exists (which, as of the Commencement Date are certificates issued by Green-e in accordance with the Green-e Renewable Electric Certification Program, National Standard Version 1.3 administered by the Center for Resource Solutions including any environmental attributes but specifically excluding (i) any and all present or future (whether known or unknown) state and federal production tax credits, investment tax credits and any other tax credits which are or will be generated by the Wind Project, and (ii) present or future (whether known or unknown) cash payments, grants under Section 1603 of the American Recovery and Reinvestment Act of 2009 or outright grants of money relating in any way to the Wind Project.

"Curtailed Energy" or "CE" shall mean the estimated amount of Energy (expressed in MWh) that would have been produced and delivered by SELLER to the CITY at the Delivery Point, calculated net of line losses, but for CITY Curtailments, calculated using (a) the Wind Project's then-applicable power curve, and (b) wind data (wind speed, wind direction, ambient temperature, barometric pressure, air density) from the primary on-site reference meteorological towers. For purposes of clause (a) above, on any date of determination, the Wind Project's then-applicable power curve shall be the power curve as adopted by the Parties as part of the Business Operating Rules, and as updated as of such date of determination to reflect historical output and the availability of Turbines from the Wind Project.

"Curtailed Energy Credit" or "CEC" shall mean, for any given Calculation Period, the then outstanding amount of (i) a credit in the amount of $250,000 per calendar year to be applied by SELLER against amounts owed by CITY for Curtailed Energy with respect to any such Calculation Period occurring during the period commencing on January 1, 2017 and ending on December 31,

2022, and (ii) a credit in the amount $500,000 per calendar year to be applied by SELLER against amounts owed by CITY for Curtailed Energy with respect to any such Calculation Period occurring during the period commencing on January 1, 2023, and ending at the end of the Term.

"Day" or "day" shall mean a period of twenty-four (24) consecutive hours beginning at 00:00 hours Eastern Standard Time on any calendar day and ending at 24:00 hours Eastern Standard Time on the same calendar day.

"Delivery Point" shall be the Interconnection Point as defined in the Interconnection Agreement. The Delivery Point is more specifically described in Exhibit "B".

"Disclosing Party" shall have the meaning set forth in Section 8.1.

"Dispatchable Intermittent Resource" shall mean a generation resource whose economic maximum dispatch is dependent on forecast-driven fuel availability as defined by MISO.

"Dispute" shall have the meaning set forth in Section 8.16.

"Eastern Standard Time" shall mean standard time in the fifth time zone west of Greenwich Mean Time as observed by the MISO Energy Market.

"Effective Date" shall have the meaning set forth on the first page of this Agreement.

"Energy" shall mean electric energy lawfully produced or generated by the Wind Project, which shall exclude Facility Consumption, and shall be in the form of three (3)-phase, sixty (60) Hertz, alternating current.

"Energy Market" shall mean the Midwest ISO Real–Time Energy Market as defined by MISO.

"Event of Default" shall have the meaning set forth in Section 3.3.

"Facility Consumption" shall mean electric energy consumed by the Wind Project, including line losses on SELLER's side of the Delivery Point.

"FERC" shall mean the Federal Energy Regulatory Commission or any successor government agency.

"Fixed Amount" shall mean, for any Calculation Period, the sum of (a) product of (i) the Fixed Rate applicable to such Calculation Period multiplied by (ii) the sum of the CITY's Proportion of Energy and (b) the excess of (i) the product of (A) the Fixed Rate applicable to such Calculation Period multiplied by (B) the Curtailed Energy for such Calculation Period over ((ii) the outstanding Curtailment Energy Credit, if any, applicable to such Calculation Period, calculated as follows:

$$\text{Fixed Amount} = (\text{CPE} \times \text{FR}) + [(\text{CE} \times \text{FR}) - (\text{CEC})]$$

"Fixed Rate" or "FR" shall have the meaning set forth in Section 2.2.

"Floating Amount" shall mean, for any Calculation Period, the product of (i) the Floating Price applicable to such Calculation Period multiplied by (ii) the amount of the CITY's Proportion of Energy for such Calculation Period, calculated as follows:

Floating Amount = FP x CPE

"Floating Price" or "FP" shall mean, for any Calculation Period, the RTLMP applicable to such Calculation Period.

"Force Majeure" shall mean any event or circumstance which wholly or partly prevents or delays the performance of any obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (ii) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such Party's ability to perform its obligations under this Agreement and which by the exercise of reasonable diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby.

(a) Subject to the foregoing, events that could qualify as Force Majeure include, but are not limited to, the following:

(i) acts of God or the public enemy, war, whether declared or not, blockade, insurrection, riot, civil disturbance, public disorders, rebellion, violent demonstrations, revolution, sabotage or terrorist action;

(ii) any effect of unusually severe natural elements, including fire, subsidence, earthquakes, floods, tornadoes, storms, lightning, or similar cataclysmic occurrence or other unusual natural calamities;

(iii) except as set forth in subsection (b)(v) below, strikes, work stoppage or other labor disputes (in which case the affected Party shall have no obligation to settle the strike or labor dispute on terms it deems unreasonable);

(iv) explosion, accident or epidemic;

(v) governmental action or inaction;

(vi) so long as the cause thereof otherwise would qualify as a Force Majeure event, the unavailability of labor, fuel, power or raw materials, the breakdown of the Wind Project, or other plant breakdown or equipment failure, and any event affecting the ability of any supplier (including under any engineering, procurement or construction agreement for the Wind Project) to the Wind Project, to fulfill its obligations to SELLER and the Wind Project; or

(vii) emergencies (including but not limited to transmission load relief events and minimum generation emergencies) declared by the Transmission System Operator or any

other authorized successor or regional transmission organization or any state or federal regulator or legislature requiring a forced curtailment of the Wind Project or making it impossible for the Transmission System Operator to transmit Energy, including Energy to be delivered pursuant to this Agreement.

(b) Force Majeure shall not be based on:

(i) CITY's inability to obtain transmission service and the unavailability or interruption of transmission service (unless the unavailability or the interruption was the result of a System Emergency or otherwise caused by an occurrence that itself would qualify as a Force Majeure event);

(ii) CITY's inability economically to use or resell the Purchased Energy or the Credits purchased hereunder;

(iii) SELLER's ability to sell the Purchased Energy or the Credits at a price greater than the price set forth in this Agreement;

(iv) SELLER's failure to obtain additional funds, including funds authorized by a state or the federal government or agencies thereof, to supplement the payments made by CITY pursuant to this Agreement;

(v) a strike, work stoppage or labor dispute limited only to any one or more of SELLER, SELLER's Affiliates, or any other third party employed by SELLER to work on the Project; or

(vi) a Party's inability to pay amounts due to the other Party under this Agreement, except if such inability is caused solely by a Force Majeure event that disables physical or electronic facilities necessary to transfer funds to the payee Party.

"Forced Outage" shall mean the shutdown or unavailability of the Wind Project, or a portion thereof, other than as a Planned Outage, curtailment or event of Force Majeure. A Forced Outage shall not include an outage that may be deferred to a Planned Outage consistent with Good Utility Industry Practices and without causing or the reasonable likelihood of causing safety risk, damage to equipment or additional costs.

"GAAP" shall mean generally accepted accounting principles in the United States of America, consistently applied throughout the specified period.

"Good Utility Industry Practices" shall mean the practices, methods, and acts (including, but not limited to, the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, codes, standards, reliability, safety, environmental protection, economy, and expedition. With respect to the Wind Project, Good Utility Industry Practice(s) includes, but are not limited to, taking reasonable steps to ensure that:

(a) Equipment, materials, resources and supplies are available to meet the Wind Project's needs;

(b) Sufficient operating personnel are available at all times and are adequately experienced, trained and licensed as necessary to operate the Wind Project properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions whether caused by events on or off the site of the Wind Project;

(c) Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable long-term and safe operation, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;

(d) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;

(e) Equipment is not operated in a reckless manner, or in a manner unsafe to workers, the general public, or contrary to environmental laws or regulations or without regard to defined limitations such as flood conditions, safety inspection requirements, operating voltage, current, volt-ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and/or control system limits; and

(f) The equipment will function properly under both normal and reasonably expected emergency conditions at the Wind Project.

"Governmental Entity" means a municipality, county, governmental board, city council, public power authority, public utility district, joint action agency, or other similar political subdivision or public entity of the United States, one or more States or territories or any combination thereof.

"Interconnection Agreement" shall mean that certain Amended and Restated Generator Interconnection Agreement, among Midwest Independent Transmission System Operator, Inc., Crystal Lake Wind, LLC and ITC Midwest, LLC, dated December 11, 2009, as may be amended, supplemented or replaced from time to time.

"Interconnection Provider Meter" shall mean the Meter at the Delivery Point, on which Transmission System Operator determines the amount of Energy delivered to the Transmission System Operator's Transmission System, and as further depicted in Exhibit "B".

"Interest Rate" means the rate per annum equal to the "Monthly" Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15-519, or its successor publication.

"kW" shall mean a kilowatt of capacity.

"kWh" shall mean a kilowatt hour of Energy.

"Late Payment Rate" shall have the meaning set forth in Section 2.7(c).

"Lender" or "Lenders" shall mean any and all Persons or successors in interest thereof (A) lending money or extending credit (whether directly to SELLER or to an Affiliate of SELLER) as follows: (i) for the construction, interim or permanent financing or refinancing of the Wind Project, (ii) for working capital or other ordinary business requirements of the Wind Project (including the maintenance, repair, replacement or improvement of the Wind Project), (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Wind Project, (iv) for any capital improvement or replacement related to the Wind Project, (v) for the purchase of the Wind Project and the related rights from SELLER; or (vi) in connection with the financing of a portfolio of projects that includes the Wind Project; and/or (B) participating (directly or indirectly) as an equity investor in the Wind Project; and/or (C) participating as a lessor under a lease finance arrangement relating to the Wind Project.

"Lien" shall mean any mortgage, pledge, lien, security interest or other charge or encumbrance with respect to any present or future assets of the Person referred to in the context in which the term is used.

"Long Term Credit Rating" shall mean the lower of a Party's long term senior unsecured credit rating not supported by third party enhancement by a Rating Agency or the lowest underlying rating assigned to any of such Party's long term debt by a Rating Agency; provided that, should none of the aforementioned ratings be available or should they cease to be available during the term of this Agreement, such Party's issuer/long term issuer rating will be utilized, if available, and, if not available, such Party will be deemed to not have a Long Term Credit Rating.

"Meter" shall mean a utility grade instrument and associated equipment meeting applicable electric industry standards as established by NEMA and ANSI and used to measure and record the quantity and the required delivery characteristics of Energy delivered hereunder.

"MISO" shall mean the Midwest Independent Transmission System Operator, Inc., its successors or assigns, or any similar entity that in the future may replace MISO with respect to all or a substantial part of its current responsibilities as applicable to the Wind Project.

"MISO State Estimator" shall have the meaning given that term by the Transmission System Operator Tariff.

"Moody's" shall mean Moody's Investor Service, Inc. rating group, or its successor.

"M-RETS" shall mean the Midwest Renewable Energy Tracking System or its equivalent as mutually agreed to by the Parties, or any successor renewable energy tracking program.

"MW" shall mean a megawatt of capacity.

"MWh" shall mean a megawatt hour of Energy (rounded to the third decimal point).

"Network Upgrades" shall have the meaning set forth in the Transmission System Operator Tariff.

"Operating Committee" means the committee comprised of three delegates from CITY and three delegates from SELLER.

"Parties" shall have the meaning set forth in the first paragraph of this Agreement.

"Party" shall have the meaning set forth in the first paragraph of this Agreement.

"Performance Assurance" shall mean collateral in the form of either: cash, letter(s) of credit complying with the requirements of Section 3.4(b), or other security acceptable to Seller in an amount acceptable to Seller.

"Person" shall mean an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity, limited liability company or any other entity of whatever nature.

"Planned Outage" means the removal of equipment from service availability for inspection, maintenance and/or general overhaul of one or more equipment groups. To qualify as a Planned Outage, such work must actually be conducted during the designated outage period.

"Project Transmission Credits" shall have the meaning set forth in Section 2.15.

"Purchased Energy" shall have the meaning set forth in Section 2.1(a).

"Rating Agency" shall mean either Moody's or Standard & Poor's.

"Receiving Party" shall have the meaning set forth in Section 8.1.

"Reliability Coordinator" shall mean MISO or any successor thereto.

"RTLMP" shall mean for each hour of a Day, the Real Time Locational Marginal Price expressed in U.S. dollars per MWh at the Delivery Point with respect to the Commercial Pricing Node for such hour, as determined by the Transmission System Operator in accordance with the Transmission System Operator Tariff and the applicable Transmission System Operator Business Practices Manuals, Market Rules and Procedures.

"S&P" shall mean Standard & Poor's rating group (a division of McGraw-Hill, Inc.), or its successor.

"SELLER" shall have the meaning set forth in the first paragraph of this Agreement.

"SELLER's Check Meters" shall have the meaning set forth in Section 4.1(a)(iv).

"SELLER's Designated Check Meter" shall mean the SELLER's Check Meter, as adjusted to reflect the Energy delivered to the Delivery Point, designated from time to time by the SELLER to act as a backup Meter pursuant to Section 4.2.

"SELLER's Interconnection Facilities" shall mean the interconnection facilities, control and protective devices and metering facilities required to connect the Wind Project with the

Transmission System Operator's Transmission System up to, and on SELLER's side of, the Delivery Point.

"SELLER's Primary Meter" shall mean the Meters installed at the location specified therefor in Exhibit "B", as adjusted to reflect the Energy delivered to the Delivery Point.

"Site" shall mean the real property located in Hancock and Winnebago Counties, Iowa on which the Wind Project is located, as further described in Exhibit "A".

"Specified Turbines" means (a) during the period commencing on Commencement Date until December 31, 2022, the eighteen (18) Turbines specified on Exhibit "D", and (b) on and after January 1, 2023, all of the Turbines located at the Site other than the 2012 PPA Specified Turbines.

"System Curtailment" means the period of time during which there is any of the following:

(a) the Transmission System Operator orders, directs, alerts, or provides notice to a Party to curtail Energy deliveries for the following reasons: (i) any System Emergency constituting a Transmission System Operator or Transmission Owner "Emergency" Condition (as defined in the Interconnection Agreement), or (ii) any warning of any such anticipated System Emergency; or

(b) scheduled or unscheduled maintenance on the Transmission System Operator's Transmission System that prevents (i) CITY from receiving or (ii) SELLER from delivering Energy at the Delivery Point, but only to the extent that any such curtailment is not attributable to a CITY Curtailment.

"System Curtailment Period" shall mean, with respect to a given System Curtailment, the period commencing with the start of the Calculation Period in which such System Curtailment starts and ending with the end of the Calculation Period in which such System Curtailment ends.

"System Emergency" shall mean a condition on the Transmission System Operator's Transmission System, or on transmission facilities used to deliver the Energy from the Wind Project to the Delivery Point, which condition is likely to result in imminent significant disruption of service to the Transmission System Operator's Transmission System customers or is imminently likely to endanger life or property, or is otherwise declared an emergency by the Transmission System Operator.

"Term" shall have the meaning set forth in Section 3.1.

"Termination Discount Rate" shall mean, on any date of determination, the rate published by the United States Department of the Treasury at http://www.treas.gov/offices/domestic-finance/debt-management/interest-rate/yield.shtml (or any successor thereto) for Daily Treasury Yield Curve Rates respecting such date of determination applicable to a given number of years; provided, however, that in the event that the applicable number of years is not specified, linear interpolation shall be utilized to determine the applicable Termination Discount Rate; provided, further however, that in the event that the publication provided for above is not available, the rate published by the United States Federal Reserve at http://www.federalreserve.gov/releases/h15/data.htm (or any successor thereto) for Treasury constant maturities shall be utilized in lieu thereof.

"Third Party Power Purchase Agreement" shall mean any written agreement between SELLER and a Person other than CITY for the purchase of Energy.

"Third Party Purchaser" shall mean any Person that is a party to, and purchases Energy under, a Third Party Power Purchase Agreement.

"Third Party Purchaser Curtailed Capacity" or "3CC" shall mean the aggregate amount of Total Capacity curtailed by SELLER during any Calculation Period resulting directly or indirectly from Third Party Purchasers' exercise of curtailment rights comparable to a CITY Curtailment during such Calculation Period.

"Total Amount" shall mean the "Total Amount" calculated pursuant to Section 2.1(g)(iv).

"Total Capacity" shall mean, at any given time, the aggregate capacity of all Turbines that are installed at the Wind Project.

"Transfer Taxes" shall have the meaning set forth in Section 8.19

"Transmission Credit" shall mean any transmission credit, transmission right, fixed right or similar benefit provided by any open access transmission tariff or any Applicable Law to SELLER as compensation for the costs of Network Upgrades.

"Transmission Owner" shall mean the entity that owns and maintains the portion of the Transmission System Operator's Transmission System that interconnects with the Wind Project, which entity is currently ITC Midwest, LLC.

"Transmission System Operator" shall mean the entity that administers the Transmission System Operator Tariff and provides transmission service to transmission customers under applicable transmission service agreements using Transmission System Operator's Transmission System, which entity is currently MISO.

"Transmission System Operator Tariff" shall mean the "Open Access Transmission and Energy Market Tariff for the Midwest Independent Transmission System Operator, Inc.", as amended, including all schedules, modules and attachments, or any tariff of a successor to the MISO.

"Transmission System Operator's Interconnection Facilities" shall mean the interconnection facilities, control and protective devices and metering facilities required to connect the Transmission System Operator's Transmission System with the Wind Project up to, and on the Transmission System Operator's side of, the Delivery Point.

"Transmission System Operator's Transmission System" shall mean the facilities for the transmission of Energy from the Delivery Point.

"Turbine" shall mean a single wind turbine generating system, including the tower, pad, transformer and controller system, installed as part of the Wind Project.

"Wind Project" shall mean the electrical plant and equipment used to generate electricity utilizing renewable wind power located at the Site other than the 2012 PPA Specified Turbines, including SELLER's Interconnection Facilities, and any and all additions, replacements or modifications, provided that the Wind Project shall be deemed not to include any capacity in excess of the aggregate capacity of the Wind Project specified in Exhibit "B", except as such capacity may be increased by means other than increasing the number of Turbines comprising the Wind Project; provided, however, that the Wind Project shall include no Turbines other than the Specified Turbines, and such other plant and equipment described above to the extent related to the generation and delivery of Energy from the Specified Turbines. The Wind Project may also be referred to as the "Crystal Lake III Wind Energy Facility".

ARTICLE 2
SALE AND PURCHASE OF ENERGY

2.1 Obligation to Sell and Purchase Energy and Credits.

(a) Purchased Energy. In accordance with the terms and conditions hereof, commencing on the Commencement Date and continuing through the remainder of the Term, SELLER shall sell and deliver to CITY at the Delivery Point and CITY shall purchase and accept from SELLER at the Delivery Point the CITY's Proportion of Energy during each hour expressed in kWh ("Purchased Energy") together with all Credits associated with the Purchased Energy, provided that SELLER makes no representation, warranty or guarantee as to the amount of Purchased Energy to be provided hereunder.

(b) Intentionally Deleted.

(c) Business Operating Rules. The Parties, pursuant to Section 2.14, shall agree on Business Operating Rules, including but not limited to the power curve for the Wind Project, within ninety (90) days of the Effective Date. In the event that the Parties cannot agree on Business Operating Rules within ninety (90) days of the Effective Date, the Operating Committee shall be convened and deliberate for thirty (30) days. If the Operating Committee, after good faith deliberations, fails to agree upon Business Operating Rules by the end of such 30-day period, a representative from each Party at the level of Vice President of SELLER and Director of Water and Light for CITY, or above will meet in good faith for definitive resolution of any and all outstanding issues respecting the Business Operating Rules.

(d) Real Time Market Sales. Each of CITY and SELLER acknowledge that pursuant to Section 2.12, (i) upon transfer of title to the Purchased Energy at the Delivery Point, all sales of Purchased Energy by SELLER to third parties as CITY's Market Participant shall occur in the real time market established by the Transmission System Operator and (ii) in order to effectively allocate the proceeds from such real time market sales to third parties between CITY and SELLER, all amounts due and payable respecting the purchase and sale of Purchased Energy hereunder shall be based on the mathematical calculations provided for in Section 2.1(g)(iv).

(e) CITY Curtailments.

(i) CITY shall have the option, in its sole discretion, to curtail deliveries of Energy in any amount up to the CITY's Proportion of Energy and for any period of not less than five (5) minutes when CITY notifies SELLER in writing or by telephone with not less than fifteen (15) minutes prior notice of such curtailment. Such curtailment notice shall include the amount of curtailment and the duration thereof.

(ii) For any CITY Curtailment Period, CITY shall pay SELLER for the Curtailed Energy associated with such CITY Curtailment Period at the Fixed Rate in accordance with Section 2.1(g)(iv), as then-applicable.

(iii) CITY shall reimburse Seller for any costs for power, fees, charges or penalties charged to Seller due to any CITY Curtailment, including ramp time, if any. CITY shall not pay the Fixed Rate and shall not be responsible for any costs, fees or penalties for either Curtailed Energy or CITY's Proportion of Energy to the extent that SELLER fails to follow the instructions of the Transmission System Operator respecting such Curtailed Energy or CITY's Proportion of Energy, except to the extent that such failure arises from a CITY Curtailment.

(f) Intentionally Deleted.

(g) Sale and Purchase.

(i) Beginning on the Commencement Date, and throughout the remainder of the term of this Agreement, SELLER shall supply from the Wind Project and sell to CITY at the Delivery Point (as more specifically described in Exhibit "E"), and CITY shall receive and purchase from SELLER the CITY's Proportion of Energy (as determined in accordance with clause (b) thereof), at the then-applicable Fixed Rate.

(ii) Beginning on the Commencement Date, and throughout the remainder of the term of this Agreement, SELLER shall sell and CITY shall receive and purchase all Credits associated with the quantity of Energy purchased pursuant to Section 2(g)(i), at no additional charge or compensation therefor.

(iii) Beginning on the Commencement Date, title to and risk of loss related to the Purchased Energy and associated Credits shall transfer at the Delivery Point (as more specifically described in Exhibit "E").

(iv) Beginning on the Commencement Date, all amounts due and payable respecting the purchase and sale of Purchased Energy and associated Credits hereunder shall be determined as follows:

(A) The Total Amount for any Calculation Period shall equal an amount calculated as follows:

Total Amount = (Fixed Amount for such Calculation Period) – (Floating Amount for such Calculation Period)

(B) In the event that the Total Amount for such Calculation Period is positive, CITY shall pay SELLER such Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(C) In the event that the Total Amount for such Calculation Period is negative, SELLER shall pay CITY the absolute value of such Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(D) In the event that the Total Amount for such Calculation Period is zero, neither Party shall pay the other Party for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(h) Exceptions. CITY shall not be obligated to purchase Energy that cannot be delivered to the Delivery Point due to SELLER's failure to maintain the Wind Project's electrical connectivity to the Transmission System Operator's Interconnection Facilities, or other disruptions, breakdowns, electrical system failures and/or mechanical failures, maintenance or repair, including for reasons of Force Majeure, to the Wind Project substation and/or the Transmission System Operator's Transmission System; provided that such inability to deliver to the Delivery Point is not due, in whole or in part, to CITY's acts or omissions or its breach of, or default under, this Agreement or any delivery arrangements agreement between CITY and the Transmission System Operator. As between CITY and SELLER, SELLER shall not be entitled to recover from CITY any amounts for CITY's failure to purchase Energy under the circumstances described in the immediately preceding sentence; provided, however, that to the extent that such inability to deliver to the Delivery Point is due, in whole or in part, to CITY's acts or omissions or its breach of, or default under, this Agreement or any delivery arrangements agreement between CITY and the Transmission System Operator, CITY shall pay SELLER as liquidated damages an amount equal to the excess, if any, of (A) (1) the amount that would have been payable by CITY to SELLER hereunder if such Energy had been delivered and accepted by CITY plus (2) the amount of any payment or penalty (including but not limited to any negative RTLMP) that is due from SELLER to any third party as a result of the failure of such delivery and acceptance of such Energy by CITY *over* (B) the net amount, if any, that SELLER, using commercially reasonable efforts under the circumstances, actually realizes through remarketing of such Energy to Persons other than CITY. In connection therewith, it is SELLER's responsibility to maintain at its own expense, the Wind Project's electrical connectivity to the Transmission System Operator's Interconnection Facilities.

(i) Renewable Energy Credits; Credits.

(i) CITY shall be entitled to all Credits resulting from the generation of Purchased Energy that is actually purchased by CITY pursuant to this Agreement to the extent such Credits may exist during the Term. CITY shall not be entitled to any Credits resulting from the generation of Energy that CITY, for any reason, does not accept and purchase under this Agreement. SELLER shall deliver to CITY only Credits that are resulting from the Wind Project.

(ii) Throughout the Term, to the extent necessary, SELLER shall assign to CITY all rights and authority necessary for CITY to register, hold, and manage such Credits in CITY's own name and to CITY'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 Credits, including without limitation M-RETS. SELLER shall execute and deliver to CITY on a quarterly basis or as required by M-RETS the attestation form attached hereto as Exhibit "C" ("Attestation Form") and/or such other documentation as may be required by M-RETS, verifying the assignment of Credits associated with Purchased Energy that is actually purchased by CITY pursuant to this Agreement. To the extent M-RETS or Applicable Law requires SELLER (as opposed to CITY) to apply for accreditation or verification of Credits from the Wind Project SELLER shall make commercially reasonable efforts to make such applications upon CITY's request and at SELLER's cost and expense. Upon request, SELLER shall provide CITY with an estimate of the cost and expense of such application prior to making such application.

(j) Ownership of Wind Project. Other than the right and obligation to buy Purchased Energy and Credits from Seller in accordance with the provisions of this Agreement, this Agreement shall not be interpreted to create any ownership or proprietary rights in the Wind Project in favor of CITY, and CITY hereby disclaims, any right, title or interest in any part of the Wind Project.

2.2 Fixed Rate Schedule. The "Fixed Rate" for any given Calculation Period for each MWh of Purchased Energy and associated Credits shall equal the rate set forth in Exhibit "F" for the period including such Calculation Period.

2.3 Excess Energy

(a) SELLER shall have no obligation to make available or deliver to CITY any quantity of Energy: (i) that CITY is not obligated to accept under this Agreement; (ii) that CITY does not accept under this Agreement, including, without limitation, the exercise by CITY of its suspension rights pursuant to Section 3.3(b)(ii); or (iii) that SELLER is not obligated to deliver to CITY under this Agreement (collectively, "Excess Energy"). There shall be no penalty or other consequence to SELLER for failing to deliver Excess Energy to CITY. CITY acknowledges SELLER has the right to sell any Excess Energy to any Person other than CITY at any rate and upon any terms and conditions that SELLER may determine in its sole discretion without liability to CITY hereunder. CITY shall not take or attempt to take any Excess Energy unless SELLER has agreed to sell, and CITY has agreed in writing to purchase, any such Excess Energy; and except as may be provided in such written agreement, CITY shall have no claim, right or interest in such Excess Energy or in any amount that SELLER realizes from a sale of such Excess Energy.

(b) CITY shall have no obligation to accept delivery or any other obligation in connection with any quantity of Energy (including any associated Credits) that exceeds CITY's Proportion of Energy.

2.4 CITY's Failure to Accept Delivery of Energy.

(a) In the event that CITY fails or is unable to accept delivery of Energy as provided herein for any reason other than due to a Force Majeure event that prevents such acceptance pursuant to Section 8.5 or the proper exercise by CITY of its suspension rights pursuant to Section 3.3(b)(ii), then CITY shall pay to SELLER as liquidated damages an amount equal to the

excess, if any, of (i) (X) the amount that would have been payable by CITY to SELLER hereunder if such Energy had been accepted by CITY plus (Y) the amount of any payment or penalty (including but not limited to any negative RTLMP) that is due from SELLER to any third party as a result of CITY's failure to accept such Energy *over* (ii) the net amount, if any, that SELLER, using commercially reasonable efforts under the circumstances, actually realizes through remarketing of such Energy to Persons other than CITY. The damages provided in this Section 2.4(a) shall be the sole and exclusive remedy of SELLER for any failure of CITY to accept delivery of Energy that it is required to accept hereunder.

(b) For the purposes of this Section 2.4, SELLER's commercially reasonable efforts to remarket such Energy will include without limitation selling such Energy in the Energy Market.

2.5 SELLER's Failure to Deliver Energy.

(a) Subject to Section 2.3, in the event that SELLER fails to deliver to CITY at the Delivery Point the Energy actually generated by the Wind Project and available for delivery to the Delivery Point for any reason other than a Force Majeure event that prevents delivery to CITY pursuant to Section 8.5 or the proper exercise by SELLER of its suspension rights pursuant to Section 3.3(b)(ii), then SELLER shall pay to CITY as liquidated damages an amount equal to the greater of:

(i) the excess, if any, of (A) SELLER's proceeds of sale of such Energy and associated Credits, in the event that SELLER sells such Energy (including any sales into the Energy Market) over (B) the product of such Energy and the then-applicable Fixed Rate; and

(ii) the sum of (A) the excess, if any, of (1) the product of such Energy and the then-applicable RTLMP (or the then applicable price CITY would receive for its re-sale of such Energy as CITY can reasonably demonstrate) over (2) the product of such Energy and the then-applicable Fixed Rate; plus (B) the product of (1) an amount of Credits of a type substantially equivalent to those that would have been associated with such Energy, as reasonably determined by CITY, and (2) the market price for such type and amount of Credits, as reasonably determined by CITY; plus (C) the sum of any imbalance charges and MISO penalties assessed to CITY solely as a result of SELLER's failure to deliver such Energy.

Subject to the termination rights set forth in Section 3.3, the damages provided in this Section 2.5(a) shall be the sole and exclusive remedy of CITY for any failure of SELLER to deliver Energy actually generated by the Wind Project and associated Credits to CITY.

(b) No later than the tenth (10th) Day of the first month of each quarter following any quarter in which SELLER owes liquidated damages to CITY pursuant to Section 2.5(a), CITY shall deliver to SELLER an invoice showing the amounts owed by SELLER pursuant to Section 2.5(a) above and a description, in reasonable detail, of the calculation of damages resulting from SELLER's failure to deliver Purchased Energy. In the event actual damages are not available, CITY shall reasonably estimate the damages and provide a true up calculation to SELLER as soon as practicable and, unless SELLER provides CITY with written notice of its objection to any such

damages amounts within ten (10) Business Days of receipt of notice thereof from CITY, SELLER shall credit any invoice SELLER receives from CITY against the amounts owed by CITY to SELLER. In the event SELLER provides CITY with a written objection notice described above, such Dispute will be resolved in accordance with Section 2.7(b).

*2.6 **SELLER Offsets, Allowances and Credits.*** SELLER shall be entitled to all (i) federal and state production tax credits, investment tax credits and any other tax credits which are or will be generated by the Wind Project, (ii) cash payments or outright grants of money relating in any way to the Wind Project, or the generation of the Credits, and (iii) Credits that the CITY is not entitled to pursuant to the provisions of Section 2.1(i). CITY acknowledges that SELLER has the right to sell any Credits to which SELLER is entitled pursuant to this Section 2.6 to any Person other than CITY at any rate and upon any terms and conditions that SELLER may determine in its sole discretion without liability to CITY hereunder. CITY shall have no claim, right or interest in such SELLER's Credits or in any amount that SELLER realized from the sale of such SELLER's Credits.

*2.7 **Billing and Payment.*** Billing and payment for Purchased Energy sold to and purchased by CITY under this Agreement and any other amounts due and payable hereunder shall be as follows:

(a) Commencing on the Commencement Date and continuing throughout the remainder of the Term, SELLER shall calculate the amount of Purchased Energy from recordings produced by the Meter(s) for the Wind Project subject to Article 4 and the amount of Curtailed Energy for which CITY is obligated to compensate SELLER pursuant hereto, following the last Day of each calendar month and on the last Day of the Term, if not the last day of the month. No later than the fifth (5th) Day of each calendar month, SELLER shall deliver to CITY an electronic invoice showing:

(i) the amount of Purchased Energy delivered to the Delivery Point by SELLER during the preceding calendar month (or in the case of the final year of the Term, the last calendar month or portion thereof of the Term);

(ii) the amount of Curtailed Energy during the preceding calendar month (or in the case of the final year of the Term, the last calendar month or portion of the Term) for which CITY is obligated to compensate SELLER pursuant hereto;

(iii) SELLER's computation of the Fixed Amount for such preceding calendar month;

(iv) the Floating Price for each hour during such preceding calendar month;

(v) SELLER's computation of Floating Amount during such preceding calendar month;

(vi) SELLER's computation of the Total Amount for such preceding calendar month;

(vii) the Total Amount payable by CITY to SELLER, in the event that the Total Amount for such preceding calendar month is greater than zero;

(viii) the absolute value of the Total Amount payable by SELLER to CITY, in the event that the Total Amount for such preceding calendar month is less than zero;

(ix) no Total Amount payable by either Party, in the event that the Total Amount is equal to zero; and

(x) any other amounts owed by one Party to the other Party pursuant to this Agreement.

Not more than fifteen (15) Days after receipt of each timely delivered invoice (unless such Day is not a Business Day, in which case such payment shall be due on the next succeeding Business Day), CITY shall pay to SELLER, by electronic funds transfer of immediately available funds to an account specified in writing by SELLER or by any other means agreed to by the Parties in writing from time to time, the undisputed amount set forth as due in such invoice. In the event that the invoice is delivered after the fifth (5th) Day of the calendar month, CITY shall have forty-five (45) Days after receipt of such invoice (unless such Day is not a Business Day, in which case such payment shall be due on the next succeeding Business Day), to pay to SELLER the undisputed amount set forth as due in such invoice. In the event that after delivery of the invoice for any given calendar month, MISO publishes any revised RTLMP for any hour in such calendar month, the amounts provided for above in clauses (iv) through (ix) shall be adjusted as applicable and any such adjustment shall be accounted for in the invoice for the next succeeding calendar month.

(b) Within one (1) years after receipt of any invoice, either Party may provide written notice to the other Party of any alleged error therein and the Parties shall meet, by telephone conference call or otherwise within ten (10) Days of the other Party's receipt of such notice, for the purpose of attempting to resolve the Dispute. If CITY in good faith disputes any portion of the charges contained in an invoice, CITY will pay the undisputed portion and may withhold the disputed portion of the invoice in accordance with Section 2.7(c). If the Parties are unable to resolve the Dispute within thirty (30) Days after such initial meeting, then either Party may proceed to seek any remedy that may be available to such Party at law or in equity.

(c) Except as otherwise provided in this Agreement, all payments hereunder shall be made without set-off or deduction. If CITY in good faith disputes an invoice, CITY shall provide SELLER with a written explanation specifying in detail the basis for the dispute, and CITY shall pay the undisputed portion of the invoice in accordance with these payment terms. Disputed portions of SELLER's invoice shall be due and payable no later than thirty (30) days after resolution of the dispute. Payments of disputed amounts shall in no way waive CITY's right to contest charges. Any payment not made by the date required by this Agreement shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received at an annual rate equal to the Interest Rate then in effect plus two percent (2%), but in no event shall such interest exceed the maximum interest rate permitted by Applicable Law ("Late Payment Rate"). If, as a result of a Dispute settled in favor of CITY, a refund is owed to CITY, then the amount of the overpayment shall bear interest from the date on which such payment was made

by CITY through and including the date that the overpayment is refunded by SELLER at an annual rate equal to the Late Payment Rate.

(d) Statements or invoices shall be sent to CITY by electronic mail to the electronic mail address designated in Section 8.4. CITY may change the electronic mail address by providing written notice to SELLER.

(e) To the extent that at the end of the Term, after offsetting all amounts owed by CITY to SELLER, SELLER owes any amount to CITY, SELLER shall pay such amount to CITY within thirty (30) days after the expiration of the Term.

*2.8 **Title and Risk of Loss**.* Title to and risk of loss with respect to Purchased Energy and associated Credits delivered to CITY by SELLER in accordance with this Agreement shall pass from SELLER to CITY when the same is delivered by SELLER for the benefit of CITY at the Delivery Point. Until title passes, SELLER shall be deemed in exclusive control of the same and shall be responsible for any damage or injury caused thereby. After title to the Energy passes from SELLER to CITY, SELLER shall no longer be in control of same, shall have no further obligations with respect thereto, and shall not be responsible for any damage or injury caused thereby. SELLER warrants that it will deliver to CITY the Purchased Energy and associated Credits free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to or at the Delivery Point.

*2.9 **Curtailment and Outages**.*

(a) Notwithstanding any other provision of this Agreement to the contrary, SELLER may curtail deliveries of Energy if and for so long as SELLER reasonably believes that curtailment is necessary:

(i) For a Planned Outage;

(ii) To construct, install, maintain, repair, replace, remove or inspect any of its equipment or facilities that is not for a Planned Outage; or

(iii) In connection with a condition likely to result in significant damage to SELLER's equipment or if SELLER otherwise deems such curtailment necessary to protect life or property that is not for a Planned Outage.

(b) SELLER shall curtail deliveries of Energy from the Wind Project if instructed or otherwise required to do so by (i) Transmission Service Provider, Transmission System Operator or Transmission Owner during a System Curtailment Period, or if otherwise required to do so by Transmission Service Provider, Transmission System Operator or Transmission Owner, in either case, subject to the terms and conditions of that certain Shared Facilities Agreement, dated as of December 10, 2009, among SELLER, Crystal Lake Wind, LLC and Crystal Lake Wind II, LLC or (ii) by CITY pursuant to Section 2.9(d) or (e).

(c) SELLER may curtail deliveries of Energy in the event that SELLER is unable to deliver such Energy due to a Force Majeure event but only for so long and only to the extent necessitated by such Force Majeure event.

(d) SELLER shall curtail deliveries of Energy from the Wind Project in the event that CITY, the Transmission Owner, or the Transmission System Operator instructs or otherwise requires that SELLER curtail deliveries of Energy.

(e) In the event CITY exercises any CITY Curtailment Right, SELLER shall use commercially reasonable efforts to mitigate any charges, fees and penalties arising from such curtailment, including but not limited to any imbalance charges assessed by the Transmission Owner or the Transmission System Operator. Notwithstanding such efforts, CITY shall be responsible for any such charges, fees and penalties and shall hold SELLER harmless and indemnify SELLER for any such charges, fees and penalties paid by SELLER with respect thereto.

(f) Any amounts due and payable with respect to curtailments pursuant to this Section 2.9 or otherwise shall be determined in accordance with Section 2.1(g).

2.10 Curtailment Notification Requirements

Using Good Utility Industry Practices, the Parties shall provide timely notice to each other of information that may impact the Wind Project and the Energy and shall notify each other of any curtailment of Energy in a timely manner. The Parties shall also provide access to information reasonably necessary to perform the terms of this Agreement, including information reasonably necessary to verify SELLER's determination of Curtailed Energy for any full or partial Calculation Period.

(a) To the extent SELLER has knowledge of the curtailment of the delivery of Energy, SELLER shall provide notice of such curtailment to CITY as soon as reasonably practicable.

(b) SELLER is responsible for securing Transmission Owner, Transmission System Operator, and Transmission Service Provider approvals for Wind Project outages, including securing changes in its outage schedules when Transmission Service Provider disapproves SELLER's schedules or cancels previously approved outages. SELLER shall communicate any Transmission Owner, Transmission System Operator, or Transmission Service Provider-required changes to CITY in a timely manner.

2.11 Transmission.

(a) SELLER shall be responsible for presenting to and receiving the Transmission Owner and the Transmission System Operator's direction with respect to and/or approval of the Wind Project interconnection requirements and facilities so that SELLER can perform its Energy deliveries hereunder in accordance with applicable Transmission Owner's and Transmission System Operator's requirements. CITY shall be responsible for arranging for all transmission services required to effectuate CITY's purchase of Purchased Energy from the Delivery Point, and shall be responsible for the payment of any charges related to such transmission services hereunder,

including, without limitation, charges for transmission or wheeling services, ancillary services, imbalance, control area services, congestion charges, location marginal pricing differentials, transaction charges and line losses. The Parties acknowledge that such charges for such transmission services, if any, shall be paid by CITY.

(b) In the event that: (i) MISO (or any other properly authorized Person exercising control over the Transmission Owner's or the Transmission System Operator's transmission system) takes any action or orders CITY or SELLER to take any action (not arising from SELLER's failure to comply with Applicable Law or Good Utility Industry Practice) that affects CITY's ability to take delivery of Purchased Energy hereunder, then CITY shall use commercially reasonable efforts (at its own cost and expense) to mitigate the adverse effects of such action(s) on CITY's ability to perform its obligations hereunder, or (ii) MISO (or any other properly authorized Person exercising control over the Transmission Owner's or the Transmission System Operator's transmission system) takes any action or orders CITY or SELLER to take any action (not arising from CITY's failure to comply with Applicable Law or Good Utility Industry Practice) that affects SELLER's ability to deliver Purchased Energy hereunder, then SELLER shall use commercially reasonable efforts (at its own cost and expense) to mitigate the adverse effects of such action(s) on SELLER's ability to perform its obligations hereunder. The Parties acknowledge that upon such order to curtail transmission service it may be difficult or impossible for the Parties to mitigate the adverse affects of such action(s).

2.12 Scheduling and Energy Market Settlement.

(a) Scheduling. SELLER (or SELLER's agent with CITY's written consent, which consent shall not be unreasonably withheld, delayed or conditioned) shall be CITY's Market Participant and shall be responsible for the scheduling of all Purchased Energy during the Term, including, without limitation, arranging any Open Access Same Time Information Systems (OASIS), tagging, transmission scheduling or similar protocols with the Transmission System Operator or any other Persons. SELLER, as CITY's Market Participant, shall be responsible for the payment of all charges associated with such scheduling activities, except as provided in Section 2.9(e) or otherwise expressly provided in this Agreement, including, without limitation, any imbalance charges. SELLER recognizes that the Wind Project is registered as a "Dispatchable Intermittent Resource" with MISO, and SELLER (or SELLER's agent), as CITY's Market Participant, shall be subject to the scheduling requirements associated with a MISO Dispatchable Intermittent Resource. SELLER (or SELLER's agent), as CITY's Market Participant, shall offer all Purchased Energy into the Energy Market utilizing the real-time offer price provided by CITY, which offer price shall be provided at least [two (2) hours] prior to the applicable deadline for real-time offers in the Energy Market. The real-time offer submitted by SELLER to the Transmission System Operator shall reflect CITY's offer price. CITY will have the right to review and audit SELLER's real-time offers for compliance with CITY's instruction. If CITY does not provide the real-time offer as provided by this paragraph, SELLER will submit the real-time offer using an offer of zero dollars ($0) per MWh.

(b) Energy Market Settlement. SELLER, as CITY's Market Participant, shall be responsible for the Energy Market settlement of all Purchased Energy during the Term; including all costs and benefits associated therewith. SELLER shall remain responsible for any market settlement charges related to any activities prior to the Commencement Date, including but not limited to any

back-dated charges applied by MISO, even if these charges are not known until after the Commencement Date.

*2.13 **Sales for Resale**.* All Purchased Energy delivered to CITY hereunder shall be sales for resale. CITY shall provide SELLER with any documentation reasonably requested by SELLER to evidence that CITY is exempt from sales tax in connection with its purchase of Energy under this Agreement.

*2.14 **Business Operating Rules**.* SELLER and CITY will endeavor to develop written operating procedures ("Business Operating Rules") before the Commencement Date, which Business Operating Rules shall only be effective if made by mutual written agreement of SELLER and CITY. The Parties agree that the Business Operating Rules will cover the protocol under which the Parties will perform their respective obligations under this Agreement and will include, but will not be limited to, rules and procedures concerning the following: (a) the method of day-to-day communications and reporting; (b) key personnel lists for SELLER and CITY; (c) reasonable coordination regarding the timing of scheduled maintenance and Planned Outages; (d) reporting of scheduled maintenance, Planned Outages and Forced Outages of the Wind Project, (e) reporting of curtailment periods; (f) ongoing reporting of projected capacity reductions due to Planned Outages, Forced Outages and any other curtailments reasonably foreseeable by SELLER; (g) the establishment of the Wind Project's power curve; and (h) regular analysis of historical performance data of the Wind Project for the purpose of revising the Wind Project's power curve.

*2.15 **Transmission Credits**.* SELLER shall be entitled to all Transmission Credits resulting from Network Upgrades undertaken in connection with the Wind Project ("Project Transmission Credits"). CITY shall reasonably cooperate with SELLER in order to provide any certificates, documents or other items reasonably required to grant all rights to such Project Transmission Credits to SELLER. In no event will CITY have any obligation or liability for Network Upgrades, as defined in and as required in accordance with the Interconnection Agreement as amended or supplemented from time to time, or otherwise required by or of SELLER for reasons unrelated to CITY.

ARTICLE 3
TERM, CONDITIONS PRECEDENT, TERMINATION AND DEFAULTS

*3.1 **Term**.* The "Term" of this Agreement shall commence at 00:00 hours on January 1, 2017 (the "Commencement Date") and shall continue until 00:00 hours on [February 11, 2032], unless sooner terminated in accordance with the terms hereof.

*3.2 **Regulatory Approvals**.* Following execution of this Agreement by both Parties, each Party shall promptly seek to obtain all licenses, permits and approvals necessary to perform its obligations hereunder, if any.

*3.3 **Defaults and Remedies**.*

(a) Each of the following shall constitute an "Event of Default" hereunder:

(i) A failure by a Party to pay any amount due hereunder, where such failure is not cured within thirty (30) Days after written notice from the other Party of such failure to pay; or

(ii) SELLER's failure to comply with the material requirements of Section 2.1(b); or

(iii) Either Party has (a) commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) failed, or admitted in writing its inability generally, to pay its debts as such debts become due, (c) made a general assignment for the benefit of creditors, (d) been adjudicated bankrupt or has filed a petition or an answer seeking an arrangement with creditors, (e) taken advantage of any insolvency law or shall have submitted an answer admitting the material allegations of a petition in bankruptcy or insolvency proceeding, (f) become subject to an order, judgment or decree for relief, entered in an involuntary case, without the application, approval or consent of such Party any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive Days, (g) filed a voluntary petition in bankruptcy, (h) failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) Days of the filing thereof, or (i) become subject to an order for relief under the provisions of the United States Bankruptcy Act, 11 U.S.C. § 301; or

(iv) Any Party's actual fraud or other material misconduct in connection with this Agreement or the performance of its obligations under this Agreement; or

(v) Any other default that has a material adverse effect on the non-defaulting Party if such default has not been cured by the defaulting Party within thirty (30) Days after receiving written notice from the non-defaulting Party setting forth, in reasonable detail, the nature of such default and its impact on the non-defaulting Party; provided, however, that, in the case of any such default that is not reasonably capable of being cured within the 30-Day cure period, the defaulting Party shall have additional time as necessary to cure the default if it commences to cure the default within such 30-Day cure period and it diligently and continuously pursues such cure.

(b) Subject to the provisions of Section 3.3(a), upon the occurrence of an Event of Default by a Party, the non-defaulting Party shall have the following rights:

(i) Subject to the provisions of Section 3.3(d), to terminate this Agreement by providing at least sixty (60) Days prior written notice to the other Party of its intent to exercise its termination rights, unless such Event of Default is cured prior to the date of termination;

(ii) To suspend performance of its obligations and duties hereunder immediately upon delivering written notice to the defaulting Party of its intent to exercise its suspension rights; and

(iii) To pursue any other remedy given under this Agreement or now or hereafter existing at law or in equity or otherwise.

(c) Notwithstanding the foregoing, (i) CITY may not terminate this Agreement on account of a default by SELLER pursuant to Section 3.3(a)(v) unless such default results in (A) the delivery by SELLER of Purchased Energy and Credits that SELLER is obligated to deliver to CITY hereunder to a Person other than CITY, (B) the delivery by SELLER to CITY under this Agreement of energy that was not generated by the Wind Project, or (C) the delivery by SELLER to CITY under this Agreement Credits that are not associated with the Purchased Energy, and (ii) CITY shall not exercise its remedies hereunder unless and until all of the requirements of Section 3.3(d) have been satisfied with respect to any Lenders.

(d) Notwithstanding the foregoing provisions of this Section 3.3, in the case of an Event of Default by SELLER, CITY shall provide the Lenders (if any that SELLER has informed CITY of) with notice (to such Lender address as SELLER has provided in writing to CITY) of such Event of Default and the Lenders shall have the right (but not the obligation) for sixty (60) Days after receipt of such notice either to cure the Event of Default on behalf of SELLER, or, upon payment to CITY of amounts due from SELLER but not paid by SELLER, to assume, or cause its designee or a lessee or purchaser of the Wind Project, to assume, all of the rights and obligations of SELLER under this Agreement arising after the date of such assumption as more fully described in Section 8.2.

(e) Notwithstanding the foregoing, the Parties acknowledge and agree that if this Agreement is terminated due to an Event of Default by either Party, the actual or direct damages incurred by the non-defaulting Party shall include:

(i) in the case of a termination by SELLER due to an Event of Default by CITY, the net present value (discounted, calculated in each Calculation Year, at a rate equal to the Termination Discount Rate applicable to the number of years from the date of termination to the end of such Calculation Year), of the difference, if positive, between (x) the amount that CITY would have been required to pay to SELLER pursuant to this Agreement for delivery of all Purchased Energy that would have been delivered by SELLER hereunder during the remainder of the Term (absent termination of this Agreement and based on an assumption as to the amount thereof calculated using reasonable projections) and (y) the net amount, if any, payable to SELLER by a third party pursuant to any replacement power sales arrangement that SELLER using commercially reasonable efforts under the circumstances enters into for the sale of such Purchased Energy, and

(ii) in the case of a termination by CITY due to an Event of Default by SELLER, the net present value (discounted, calculated in each Calculation Year, at a rate equal to the Termination Discount Rate applicable to the number of years from the date of termination to the end of such Calculation Year), of the difference, if positive, between (x) the amount that CITY would be obligated to pay to a third party pursuant to any replacement commercially reasonable power purchase agreement that CITY would enter into for wind generated Purchased Energy and Credits that would have been delivered by SELLER hereunder during the remainder of the Term (absent termination of this Agreement and based on an assumption as to the amount thereof calculated using reasonable projections) plus CITY's reasonable costs to obtain a replacement bid

and (y) the amount that CITY would have been required to pay to SELLER pursuant to this Agreement for such Purchased Energy, and Credits.

(iii) The damages provided in this Section 3.3(e) shall be the sole and exclusive remedy of each Party as a result of the termination of this Agreement due to an Event of Default by the other Party. Nothing in this Section 3.3 obligates the CITY to enter into a contract for replacement Energy in the event of a SELLER's default.

(f) Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance hereof. "Commercially reasonable efforts" by SELLER shall require SELLER to use commercially reasonable efforts to maximize the price for energy received by SELLER from third parties.

3.4 Performance Assurance.

(a) If at any time there shall occur a CITY Downgrade Event, written notice shall be provided by SELLER requesting Performance Assurance as determined by the SELLER. Upon receipt of such notice, the CITY shall have thirty (30) Business Days to remedy the situation by providing such Performance Assurance to the SELLER. In the event that the CITY fails to provide such Performance Assurance or other credit assurance acceptable to the SELLER within thirty (30) Business Days of receipt of notice, then an Event of Default will be deemed to have occurred and the SELLER will be entitled to the remedies set forth in Article 3 of this Agreement.

(b) Any letter of credit provided pursuant to this Agreement must be issued by a U.S. commercial bank, financial institution or a foreign bank with a U.S. branch with such bank with an unsecured, long-term credit rating of at least A- from S&P and a similar rating of at least A3 from Moody's, must be in a form acceptable to the issuing bank and SELLER, and must contain customary and commercially reasonable terms acceptable to SELLER. If the issuer of the letter of credit fails to maintain an unsecured, long-term credit rating of at least A- from S&P and a similar rating of at least A3 from Moody's (i) CITY shall notify SELLER thereof as soon as practicable thereafter and (ii) CITY shall have ten (10) Business Days after receipt of written request therefor by SELLER to replace such Letter of Credit with another letter of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having an unsecured, long-term credit rating of at least A- from S&P and a similar rating of at least A3 from Moody's, in a form acceptable to the issuing bank and SELLER, and containing customary and commercially reasonable terms acceptable to SELLER . Costs of a letter of credit shall be borne by CITY. Upon receipt of any replacement letter of credit by SELLER, SELLER shall as soon reasonably practical return the replaced letter of credit to the CITY.

3.5 Nature of CITY's obligation.

The obligations of CITY under this Agreement, which require the expenditure of funds, shall be conditional obligations, subject to the availability of funds appropriated for those purposes and payable out of the revenues received from the sale of electricity to CITY's retail customers, only when earned by or due SELLER in accordance with the provisions of this Agreement and shall not

be construed to be general obligations of the City of Columbia or a debt of the City of Columbia within the meaning of the Constitution and the Law of the State of Missouri. CITY shall take reasonable steps to establish and maintain in effect a schedule of rates and charges that are expected to generate sufficient revenues to cover all of the costs CITY incurs to supply electricity to its customers, including but not limited to, the cost of procuring supply electricity to its customers under this Agreement. If, at any time, SELLER believes in good faith, based on an analysis that is reasonable under the circumstances that CITY's schedule of rates and charges will not generate sufficient revenues to cover all of the costs CITY expects to incur to supply electricity to its customers, including but not limited to the cost of procuring Energy under this Agreement, then SELLER has the right to request, in writing, adequate assurance in an amount to be determined in a commercially reasonable manner. Upon receipt of such written notice, CITY shall have ten (10) Business Days to respond to such request by providing such adequate assurance.

3.6 Source of CITY's Payments.

The obligation of the CITY to make payments to the SELLER under the terms of this Agreement shall be limited to the obligation to make payments from the revenues of the CITY's electric utility system and available electric utility system reserves. All payments made by the CITY pursuant to this Agreement shall constitute the operation and maintenance expenses of its electric utility system. The CITY shall not be obligated to levy any taxes, general or special, for the purpose of paying to the SELLER any sum due under this Agreement.

ARTICLE 4
DATA, METERING AND MEASUREMENT

4.1 Metering Equipment.

(a) SELLER:

(i) Shall provide and maintain, at its cost, appropriate utility grade Meters and associated measuring and recording equipment that adhere to all applicable NEMA and ANSI standards that are necessary to permit an accurate determination of the quantities of the hourly Purchased Energy delivered under this Agreement;

(ii) Shall provide and maintain, at its cost, appropriate utility grade meters and associated measuring, recording, and communication equipment that adhere to all applicable MISO standards to qualify the Wind Project as a dispatchable intermittent renewable resource under MISO, or any other MISO requirements to qualify the Wind Project as a renewable resource under MISO;

(iii) Shall exercise reasonable care in the maintenance and operation of any such Meters and equipment so as to assure to the maximum extent reasonably practicable an accurate determination of the quantities of the hourly Purchased Energy delivered under this Agreement. SELLER's Primary Meter shall be located at the Delivery Point or on SELLER's side

of the Delivery Point (with an adjustment for losses). Except as provided in Section 4.2, SELLER's Primary Meter shall be used for quantity measurements under this Agreement;

(iv) May install and operate at the Wind Projectcheck meters to measure Purchased Energy ("SELLER's Check Meters");

(v) Shall install, or cause to be installed, meters separate and distinct from the Meters for measuring any electric energy generated by SELLER or its Affiliates not constituting Energy, and SELLER shall ensure that Meters are used only to measure electric energy associated with the Wind Project, as defined on the Effective Date of the Agreement; and

(vi) SELLER shall comply with Good Utility Industry Practices and laws, and shall ensure that the Meters installed to effectuate the physical separation and separate metering, of a portion of the Wind Project comprised of only the Specified Turbines shall satisfy the provisions of Section 4.1 (a)(i)-(v).

(b) CITY may, at CITY's option and its sole cost and expense, install and operate at the Wind Project: (i) check meters to measure Purchased Energy ("CITY's Check Meters") and (ii) measuring equipment to measure and record meteorological data and wind data. SELLER shall allow CITY, at CITY's expense and election, to install, connect, maintain, and operate data acquisition and communication equipment at the Site to obtain real time electronic meter and power measurement data for the purpose of verifying the amount of Purchased Energy delivered to the Delivery Point; provided that such data acquisition and communication equipment is installed in a location and manner agreed to by the Parties.

4.2 Measurement of Purchased Energy.

(a) Readings of SELLER's Primary Meter shall be conclusive as to the amount of Purchased Energy delivered to CITY hereunder; provided, however, that in the event, and for so long as, the SELLER's Primary Meter is out of service or is determined, pursuant to Section 4.3, to be registering inaccurately, measurement of Purchased Energy delivered hereunder shall be determined by:

(i) SELLER's Designated Check Meter, if installed; or

(ii) In the event that SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, CITY's Designated Check Meter if installed; or

(iii) In the event that (A) SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately and (B) CITY's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, the Interconnection Provider Meter; or

(iv) In the event that (A) SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, (B) CITY's Designated Check Meter is not installed, is out of service or is determined pursuant to

Section 4.3 to be registering inaccurately and (C) Interconnection Provider Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, by making a mathematical calculation using the formula found in the definition of " Curtailed Energy" in Section 1.1 above; or

(v) In the event that (A) SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, (B) CITY's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, (C) Interconnection Provider Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately and (D) the Parties reasonably determine that the mathematical calculation using the formula found in the definition of "Curtailed Energy" in Section 1.1 above is not reliable as to the period over which SELLER's Primary Meter was out of service or registering inaccurately, the Parties shall promptly meet and negotiate in good faith a method for determining Purchased Energy that is fair and reasonable in the circumstances.

4.3 Testing and Correction.

(a) The accuracy of the of SELLER's Primary Meter and the SELLER's Designated Check Meter, if installed, shall be tested and verified by SELLER, or designated Agent, at least annually, at SELLER's cost and expense.

(b) The accuracy of the CITY's Designated Check Meter, if installed shall be tested and verified by CITY or designated Agent, at least annually, at CITY's cost and expense.

(c) Each Meter shall be accurate within a 1.0% variance.

(d) If, for any reason at any time during the Term, either Party disputes a Meter's accuracy or condition:

(i) The Party disputing the Meter's accuracy shall notify the other Party in writing;

(ii) The Party receiving such notice shall, within five (5) Days after receiving such notice, advise the other Party in writing as to its position concerning the Meter's accuracy and reasons for taking such position;

(iii) If the Parties mutually and reasonably determine that the Meter is registering outside the 1.0% variance provided for in paragraph (c) above, then such Meter shall be deemed to be registering inaccurately for purposes of Section 4.2 (a);

(iv) If, within fifteen (15) Days after receipt of the notice required by clause (ii) above with respect to a given Meter, the Parties are unable to mutually agree, through reasonable negotiations, on the accuracy or condition of such Meter, then either Party may submit such Dispute to an unaffiliated third-party certified meter testing company mutually acceptable to the Parties to test the Meter, and SELLER shall provide (or in the case of the Interconnection Provider Meter, SELLER shall use commercially reasonable efforts to cause the owner and/or

operator of such Meter to provide) such third party reasonable access to the Wind Project for purposes of testing such Meter;

(v) Following the third-party testing of a Meter provided for in Section 4.3(d)(iv), should such Meter (including but not limited to the Interconnection Provider Meter) be found (in a report distributed to both Parties) to be registering within the permitted 1.0% variance, the disputing Party shall bear the cost of inspection and such Meter shall be deemed accurate for the purposes of calculating the Purchased Energy pursuant to Section 4.2;

(vi) Following the third-party testing of a Meter provided for in Section 4.3(d)(iv), should such Meter (including but not limited to the Interconnection Provider Meter) be found (in a report distributed to both Parties) to be registering outside the permitted 1.0% variance, the non-disputing Party shall bear the cost of inspection and such Meter shall be deemed not accurate for the purpose of calculating the Purchased Energy pursuant to Section 4.2;

(vii) Any repair or replacement of a Meter owned by SELLER shall be made at the expense of the SELLER as soon as practicable, based on the third-party testing company's report. Any repair or replacement of a Meter owned by CITY shall be made at the expense of the CITY as soon as practicable, based on the third-party testing company's report; and

(viii) In event that the Parties mutually and reasonably determined that the Interconnection Provider Meter is registering outside the 1.0% variance provided for in paragraph (c) above, SELLER shall use commercially reasonable efforts to have such Meter tested further and repaired to correct such variance.

(e) If, upon testing, any of the Meters used to determine the amount of Purchased Energy is found to be in error by more than the permitted 1.0% variance, the payments for Purchased Energy made since the previous test of such Meter shall be adjusted to correspond to the corrected measurements, pursuant to Section 4.2. If the difference of the payments actually made by CITY minus the adjusted payment is a positive number, SELLER shall credit the difference to CITY on the next invoice issued by SELLER. If the difference is a negative number, CITY shall pay the difference to SELLER on the next invoice issued by SELLER. In either case, the Party paying or crediting such difference shall also pay or credit, as applicable, interest at the Interest Rate from the last date on which such Meter was tested and found to be accurate (but not to exceed six (6) months prior to the testing date) to the date that such Meter is adjusted to record properly and such payment or credit (including such interest) shall be made in accordance with Section 2.7.

4.4 Meter Data and Records.

(a) SELLER will use commercially reasonable efforts to obtain rights from Transmission Owner, on behalf of the CITY, to real time electronic meter and power measurement data for the purpose of verifying the amount of Purchased Energy delivered to the Delivery Point.

(b) SELLER shall provide CITY a report on the day immediately following the day that such data becomes available to SELLER, indicating SELLER's hourly delivery of Energy to Delivery Point for the prior day. SELLER's report of hourly Energy delivery shall be sent by

either: (i) a file attached to an e-mail sent to CITY; (ii) a secure FTP site to which CITY is granted access; or (iii) other method mutually acceptable to the Parties. Such file shall use comma separated value (CSV) format, or such other mutually acceptable format.

(c) SELLER, on CITY's behalf, shall be responsible for all costs and responsibilities associated with submitting Meter data related to the Purchased Energy to the Energy Market.

(d) CITY or its agent shall have the right to be present whenever SELLER reads, cleans, changes, repairs, inspects, tests, calibrates, or adjusts any of SELLER's equipment used in measuring or checking the measurement of the amount of Energy delivered to the Delivery Point. SELLER shall give at least two (2) weeks notice to CITY in advance of calibrating the meters, and three (3) days notice to CITY in advance of taking other action that would materially affect the accuracy of the meter unless Good Utility Industry necessitate executing such action upon shorter notice or unless otherwise mutually agreed by SELLER and CITY. The records from the measuring equipment shall remain the property of SELLER, but, upon request, SELLER shall submit to CITY its records and charts, together with calculations therefrom, for inspection, verification and copying, subject to return within ten (10) Days after receipt thereof. SELLER agrees to retain such records for not less than twenty-four (24) months after the expiration or termination of this Agreement.

(e) Seller shall provide CITY with its estimate of Energy generated by the Wind Project for the previous day on a daily basis via "File Transfer Protocol" or automated email, unless the Parties agree otherwise. Actual Energy generated by the Wind Project shall be finalized in the monthly invoice.

4.5 Wind Data And Other Records/Data. SELLER shall provide CITY access to a wind forecast and other information, data, documentation, and records reasonably related to the Wind Project. Measuring equipment is installed at the Wind Project, which has the capability of measuring and recording wind data 24 hours per day. CITY shall have the right, upon request to audit the wind data for the period of six hours prior to, during, and six hours after, the event which caused the necessity to calculate Curtailed Energy; provided that CITY shall hold all such data confidential pursuant to the terms of this Agreement.

ARTICLE 5
REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 SELLER's Representations and Warranties.

(a) SELLER represents and warrants as follows:

(i) SELLER is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Delaware, and authorized to conduct business in Iowa;

(ii) SELLER has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

(iii) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by SELLER with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval (except for those approvals set forth in Sections 3.2 and 7.1 and approval by its board of directors (or equivalent governing body)) that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of SELLER or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which SELLER is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(iv) With the exception of the actions set forth in Sections 3.2 and 7.1 and approval by its board of directors (or equivalent governing body), SELLER has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

(v) There are no bankruptcy, insolvency, reorganization or receiverships pending or being contemplated by SELLER or SELLER's parent, or to its knowledge threatened against SELLER;

(vi) To the SELLER's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect SELLER's ability to perform its obligations under this Agreement; and

(vii) This Agreement is a legal, valid and binding obligation of SELLER enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's right or by the exercise of judicial discretion in accordance with general principles of equity.

5.2 CITY's Representations and Warranties.

(a) CITY represents and warrants as follows:

(i) CITY is a municipality, duly organized, validly existing, and in good standing under the laws of the State of Missouri;

(ii) CITY has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

(iii) CITY has taken all action required by Applicable Law in order to approve, execute and deliver this Agreement;

(iv) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by CITY with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval (except for those approvals set forth in Section 7.3) that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of CITY or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which CITY is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(v) With the exception of the actions set forth in Section 7.3, CITY has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

(vi) There are no bankruptcy, insolvency, reorganization or receiverships pending or being contemplated by CITY, or to its knowledge threatened against CITY;

(vii) To the CITY's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect CITY's ability to perform its obligations under this Agreement; and

(viii) This Agreement is a legal, valid and binding obligation of CITY enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.

5.3 SELLER's Covenants. SELLER covenants that (a) from the Commencement Date through the expiration or termination of this Agreement, (i) the Wind Project shall be owned, operated and maintained by SELLER or permitted assignee in accordance with this Agreement, Good Utility Industry Operating Practices and Applicable Laws and (ii) SELLER shall use Good Utility Industry Operating Practices and best efforts to maintain an aggregate capacity of all Turbines installed at the Wind Project, at no less than 27 MW and 45 MW, as applicable based on the Specified Turbines then comprising the Wind Project, and (b) it shall use reasonable efforts to cause its employees to comply with the Occupational Safety and Health Act, and the rules promulgated thereunder by the U.S. Department of Labor, and all applicable Iowa statutes and regulations affecting job safety, provided that SELLER's failure to comply with the requirements of this Section 5.3(b) shall not provide CITY with the right to terminate this Agreement. SELLER covenants not to support, and to cooperate with CITY in opposing, any action of any regulatory body having jurisdiction thereover that could result in the modification or vitiation of any of the terms or conditions hereof or have any other material adverse effect on this Agreement.

*5.4 **CITY's Covenants**.* CITY covenants that: (i) from the date hereof through the expiration or termination of this Agreement, CITY shall comply with this Agreement and Applicable Laws.

ARTICLE 6
INDEMNIFICATION AND INSURANCE

*6.1 **General Indemnity**.*

(a) Scope of Indemnity. Subject to the provisions of Section 8.9 ("Waiver of Certain Damages"), each Party hereby protects, defends, indemnifies and holds harmless the other Party, its Affiliates, directors, officers, and employees, from and against all claims, demands, causes of action, judgments, liabilities and associated costs and expenses (including reasonable attorney's fees) arising from property damage, bodily injuries or death suffered by any third party Person (including, without limitation, employees of CITY) related to, arising from, or connected to the performance by the indemnifying party of its obligations hereunder, except to the extent that an act or omission of the indemnitee contributed to the loss, injury or property damage.

(b) Indemnification Procedure. The indemnitor, upon the other Party's request, shall defend any suit asserting a claim covered by this indemnity and shall pay its costs, subject to apportionment in the event of the indemnitee's comparative fault, including reasonable legal fees, that may be incurred by the other Party in enforcing this indemnity, provided that the indemnitor shall be entitled, at its option, to assume and control the defense with reasonable input from the indemnitee and any settlement of such suit shall first be submitted to the indemnitee for prior approval. If indemnitee fails to approve a settlement proposed by indemnitor, indemnitor may settle such claim on its behalf only, without relinquishing any rights of indemnitee. If indemnitee fails to approve any such settlement, indemnitor shall thereafter have no further obligations or liability to indemnitee in connection with such settled claim.

(c) Survival. Each indemnity set forth in this Article 6 is a continuing obligation, separate and independent of the other obligations of each Party and survives the expiration or termination hereof. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

*6.2 **Insurance**.* (a) SELLER, at its own cost and expense, shall maintain and keep in full force and effect from the date hereof through the later of the date of expiration or termination of the Agreement, the following insurance coverage:

(i) Workers' Compensation Insurance for statutory obligations imposed by applicable state laws, and Employer's Liability Insurance with a minimum limit of one million dollars ($1,000,000) for disease and injury to employees; and

(ii) Commercial General Liability Insurance, including premises and operations, bodily injury, broad form property damage, products/completed operations, contractual liability and independent contractors protective liability all with minimum combined single limit liability of five million dollars ($5,000,000).

(b) All insurance policies required to be obtained hereunder shall provide insurance for occurrences from the date hereof through the later of the expiration or termination hereof. The CITY, its officers, agents and employees shall be named as additional insured on all insurance policies required by the specifications hereunder to be purchased by the SELLER. All insurance coverage required by this Agreement shall be issued by an insurer with an A.M. Best's rating of not less than "A-" or such other insurer as is reasonably acceptable to CITY.

(c) SELLER shall require its insurer(s) to endeavor to notify the CITY of any non-renewal of, or cancellation of, the insurance required by this Section 6.1 at least thirty (30) Days prior to the effective date of such change or cancellation except in the case of non-payment of premiums in which case the notice shall be ten (10) Days. Within fifteen (15) Days after the date hereof, SELLER shall provide to the CITY and thereafter maintain with the CITY a current certificate of insurance verifying the existence of the insurance coverage required by this Agreement.

ARTICLE 7
GOVERNMENT APPROVALS

7.1 ***Government Approvals - SELLER's Obligation.*** Except with respect to governmental approvals, licenses and permits that may be required to allow CITY to perform its obligations hereunder or as otherwise specified hereunder (all of which shall be obtained and maintained by CITY at its sole cost), SELLER shall secure and maintain, at no cost to CITY, all governmental approvals, permits (including environmental permits), licenses, easements, rights-of-way, releases and other approvals necessary for the construction, engineering, operation and maintenance of the Wind Project, and the performance by SELLER of its obligations hereunder.

7.2 ***Assistance.*** At SELLER's request, CITY shall use reasonable efforts to assist SELLER in obtaining and retaining such permits, licenses, releases and other approvals as are necessary for the operation and maintenance of the Wind Project, and the performance by SELLER of its obligations hereunder. At CITY's request, SELLER shall use reasonable efforts to assist CITY in obtaining and retaining such permits, licenses, releases and other approvals as are necessary for the performance by CITY of its obligations hereunder. Each Party shall reimburse the other Party for out-of-pocket costs reasonably incurred by such other Party in rendering assistance under this Section 7.2.

7.3 ***Government Approvals – CITY's Obligation.*** CITY shall secure and maintain, at no cost to SELLER, all government registrations, approvals, permits, licenses, easements, rights of way, releases and other approvals necessary for the performance by CITY of its obligations hereunder, if any. At CITY's request, SELLER shall use commercially reasonable efforts to assist CITY in obtaining and retaining such government approvals, permits, licenses, releases and other approvals necessary for the performance by CITY of its obligations hereunder, if any. Each Party shall reimburse the other Party for out-of-pocket costs reasonably incurred by such other Party in rendering assistance under this Section 7.3.

ARTICLE 8
MISCELLANEOUS

8.1 Confidential Information.

(a) The Parties have and will develop certain information, processes, know-how, techniques and procedures concerning the Wind Project, that they consider confidential and proprietary (the "Confidential Information"). Notwithstanding the confidential and proprietary nature of such Confidential Information, the Parties (each, the "Disclosing Party") may make such Confidential Information available to the other (each, a "Receiving Party") subject to the provisions of this Section 8.1.

(b) Upon receiving or learning of Confidential Information, the Receiving Party shall:

(i) Treat such Confidential Information as confidential and use reasonable care not to divulge such Confidential Information to any third party except as required by law, subject to the restrictions set forth below;

(ii) Restrict access to such Confidential Information to only those of its employees, directors, agents or third party contractors who need to know it, and for the purposes of this Agreement who shall be bound by the terms of this Section 8.1; and

(iii) Use such Confidential Information solely for the purpose of developing the Wind Project, and for purposes of this Agreement.

(c) The restrictions of this Section 8.1 do not apply to:

(i) Release of this Agreement or any part or summary hereof to any Governmental Entity required for obtaining any approval or making any filing pursuant to Sections 3.2, 7.1 or 7.3, provided that (a) each Party agrees to cooperate in good faith with the other to maintain the confidentiality of the provisions of this Agreement by requesting confidential treatment with all filings to the extent appropriate and permitted by Applicable Law and (b) the Receiving Party, shall provide reasonable notice to the Disclosing Party, prior to disclosure (if not prevented by law), of the time and scope of the intended disclosure in order to provide the Disclosing Party an opportunity to obtain a protective order or otherwise seek to prevent, limit the scope of, or impose conditions upon such disclosure;

(ii) Information which is, or becomes, publicly known or available other than through the action of the Receiving Party in violation of this Agreement;

(iii) Information which is in the possession of the Receiving Party prior to receipt from the Disclosing Party or which is independently developed by the Receiving Party prior to the date hereof, provided that the Person or Persons developing such information have not had access to any Confidential Information;

(iv) Information which is received from a third party which is not known (after due inquiry) by Receiving Party to be prohibited from disclosing such information pursuant to a contractual, fiduciary or legal obligation; and

(v) Information which is, in the reasonable opinion of counsel of the Receiving Party, required to be disclosed pursuant to Applicable Law; the Receiving Party shall provide reasonable notice to the Disclosing Party of the time and scope of the intended disclosure.

(d) Notwithstanding the foregoing, SELLER may disclose Confidential Information to the Lenders and any other financial institutions expressing an interest in providing equity or debt financing or refinancing and/or credit support to SELLER, and the agent or trustee of any of them.

(e) Neither Party shall issue any press or publicity release, other than information that is, in the reasonable written opinion of counsel to the Disclosing Party, required to be distributed or disseminated pursuant to Applicable Law (provided that the Disclosing Party has given notice to, and an opportunity to prevent disclosure by, the other Party as provided in Section 8.1(c)(v)), concerning this Agreement or the participation of the other Party in the transactions contemplated hereby without the prior written approval of the other Party. This provision shall not prevent the Parties from releasing information which is required to be disclosed in order to obtain permits, licenses, releases and other approvals relating to the Wind Project, or as are necessary in order to fulfill such Party's obligations under this Agreement.

(f) The obligations of the Parties under this Section 8.1 shall remain in full force and effect for three (3) years following the expiration or termination of this Agreement.

8.2 Successors and Assigns; Assignment.

(a) This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party.

(b) Notwithstanding the foregoing, no consent shall be required for:

(i) Any assignment of this Agreement by SELLER to any Lenders as collateral security for obligations under the financing documents entered into with such Lenders;

(ii) Any assignment by the Lenders to a third party after the Lenders have exercised their foreclosure rights with respect to this Agreement or the Wind Project;

(iii) Any assignment or transfer of this Agreement by SELLER to an Affiliate of SELLER provided that SELLER remains liable for the obligations hereunder;

(iv) Any assignment or transfer of this Agreement by SELLER or CITY to a Person succeeding to all or substantially all of the assets of such Party, provided that such Person's creditworthiness is equal to or better than that of such Party, as reasonably determined by the non-assigning Party, and provided further that such Person must have the technical expertise and capability (or must have retained such technical expertise and capability) to perform such Party's obligations under this Agreement, as reasonably determined by the non-assigning Party; or

(v) Any assignment or transfer of this Agreement by CITY to an Affiliate, provided that CITY remains liable for the obligations hereunder.

(c) CITY acknowledges that upon an event of default under any financing documents relating to the Wind Project, any of the Lenders may (but shall not be obligated to) assume, or cause its designee or a new lessee or purchaser of the Wind Project, to assume, all of the interests, rights and obligations of SELLER thereafter arising under this Agreement.

(d) If the rights and interests of SELLER in this Agreement shall be assumed, sold or transferred as herein provided, and the assuming party shall agree in writing to be bound by and to assume, the terms and conditions hereof and any and all obligations to CITY arising or accruing hereunder from and after the date of such assumption, then SELLER shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and CITY shall continue this Agreement with the assuming SELLER as if such Person had been named as SELLER under this Agreement; provided, however, if a Lender assumes this Agreement as provided herein, CITY acknowledges and agrees that such Lender shall not be personally liable for the performance of such obligations hereunder except to the extent of all of Lender's right, title and interest in and to the Wind Project. Notwithstanding any such assumption by any of the Lenders or a designee thereof, SELLER shall not be released and discharged from and shall remain liable for any and all obligations to CITY arising or accruing hereunder prior to such assumption.

(e) If the rights and interests of CITY in this Agreement shall be assumed, sold or transferred in accordance with the terms of this Agreement, and the assuming party shall agree in writing to be bound by and to assume, the terms and conditions hereof and any and all obligations to SELLER arising or accruing hereunder from and after the date of such assumption, then CITY shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and SELLER shall continue this Agreement with the assuming party as if such Person had been named as CITY under this Agreement.

(f) The provisions of this Section 8.2 are for the benefit of the Lenders as well as the Parties hereto, and shall be enforceable by the Lenders as express third party beneficiaries hereof. CITY hereby agrees that none of the Lenders, nor any bondholder or participant for whom they may act or any trustee acting on their behalf, shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of SELLER or shall have any obligation or liability to CITY with respect to this Agreement except to the extent any of them becomes a party hereto pursuant to this Section 8.2.

8.3 Financing Liens.

(a) SELLER, without approval of CITY, may, by security, charge or otherwise encumber its interest under this Agreement for the purposes of financing the development, construction and/or operation of the Wind Project, and the SELLER's Interconnection Facilities.

(b) Within ten (10) Business Days of making such encumbrance, SELLER shall notify CITY in writing of the name, address, and telephone and facsimile numbers of each Lender to

which SELLER's interest under this Agreement has been encumbered. Such notice shall include the names of the account managers or other representatives of the Lenders to whom all written and telephonic communications may be addressed.

(c) After giving CITY such initial notice, SELLER shall promptly give CITY notice of any change in the information provided in the initial notice or any revised notice.

(d) If SELLER encumbers its interest under this Agreement as permitted by this Section 8.3, the following provisions shall apply:

(i) The Parties, except as provided by the terms of this Agreement, shall not modify or cancel this Agreement without the prior written consent of the Lenders;

(ii) The Lenders or their designees shall have the right, but not the obligation, to perform any act required to be performed by SELLER under this Agreement to prevent or cure an Event of Default by SELLER and such act performed by the Lenders or their designees shall be as effective to prevent or cure an Event of Default as if done by SELLER;

(iii) CITY shall upon request by SELLER execute statements certifying that this Agreement is unmodified (or, modified and stating the nature of the modification), in full force and effect and the absence or existence (and the nature thereof) of then known Events of Default hereunder by SELLER and documents of consent to such assignment to the encumbrance and any assignment to such Lenders, provided, upon the receipt of a written request from SELLER or any Lender, CITY shall execute, or arrange for the delivery of, such certificates, opinions and other documents, provided, that in responding to any such request, CITY shall have no obligation to provide any consent, or enter into any agreement, that materially adversely affects any of CITY's rights, benefits, risks and/or obligations under this Agreement. SELLER shall reimburse, or shall cause the Lender to reimburse, CITY for expenses as may be reasonably necessary in order for SELLER to consummate any financing or refinancing; and

(iv) Upon the receipt of a written request from SELLER or any Lender, CITY shall execute, or arrange for the delivery of, such certificates, opinions and other documents at the SELLER's or Lender's expense as may be reasonably necessary in order for SELLER to consummate any financing or refinancing of the Wind Project or any part thereof, and will enter into reasonable agreements with such Lender, including a consent to assignment in a form reasonably acceptable to Lender, provided, upon the receipt of a written request from SELLER or any Lender, CITY shall execute, or arrange for the delivery of, such certificates, opinions and other documents, provided, that in responding to any such request, CITY shall have no obligation to provide any consent, or enter into any agreement, that materially adversely affects any of CITY's rights, benefits, risks and/or obligations under this Agreement. SELLER shall reimburse, or shall cause the Lender to reimburse, CITY for expenses as may be reasonably necessary in order for SELLER to consummate any financing or refinancing. Said agreements will grant certain rights to the Lenders as more fully developed and described in such documents, including (a) this Agreement shall not be terminated (except for termination pursuant to the terms of this Agreement) without the consent of Lender, which consent is not to be unreasonably withheld or delayed, (b) Lenders shall be given notice of, and the opportunity to cure as provided in Section 3.3(d), any breach or default of this Agreement by

SELLER, (c) that if the Lender forecloses, take a deed in lieu of foreclosure or otherwise exercise its remedies pursuant to any security documents, then (1) CITY shall, at Lender's request, continue to perform all of its obligations hereunder, and Lender or its nominee may perform in the place of SELLER, and may assign this Agreement to another Person in place of SELLER, (2) Lender shall have no liability under this Agreement except during the period of such Lender's ownership or operation of the Wind Project, and (3) that CITY shall accept performance in accordance with this Agreement by Lender or its nominee, and (d) that CITY shall make representations and warranties to Lender as Lender may reasonably request with regard to (1) CITY's existence, (2) CITY's authority to execute, deliver and perform this Agreement, (3) the binding nature of the document evidencing CITY's consent to assignment to Lender and this Agreement on CITY and (4) receipt of regulatory approvals by CITY with respect to its execution and performance under this Agreement.

8.4 Notices. Each notice, request, demand, statement or routine communication required or permitted under this Agreement, or any notice or communication that either Party may desire to deliver to the other, shall be in writing and shall be considered delivered effective: (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email. Each such notice must be addressed to the other Party at its address indicated below or at such other address and by means as either Party may designate for itself in a written notice to the other Party in accordance with this Section 8.4.

If to SELLER: Crystal Lake Wind III, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attn: Business Manager
Telephone: (561) 304-5076
Facsimile: (561) 304-5840

With copies of all notices relating to Events of Default, termination and other legal notices to:

NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attn: General Counsel
Telephone: (561) 304-5674
Facsimile: (561) 691-2988

If to CITY: City of Columbia

Attention: Tad Johnsen, Director of Water and Light

P.O. Box 6015

Columbia, Missouri 65205

Email: TAJOHNSE@GoColumbiaMo.com

SELLER must send all invoices to:
City of Columbia
Attn: Jim Windsor
P.O. Box 6015
Columbia, Missouri 65205
Email: JRW@GoColumbiaMo.com

8.5 Force Majeure. The performance of any obligation required hereunder shall be excused during the continuation of any Force Majeure event suffered by the Party whose performance is hindered in respect thereof, and the time for performance of any obligation that has been delayed due to the occurrence of a Force Majeure event. The Party experiencing the delay or hindrance shall use reasonable efforts to immediately notify the other Party in writing describing in detail the occurrence of such Force Majeure event and the anticipated period of delay, but in no event shall the notification take longer than three (3) days after the commencement of the Force Majeure event, provided that the failure of the Party experiencing the delay or hindrance to notify the other Party within such three (3) Day period shall not preclude such Party from claiming a Force Majeure event hereunder. In any event the Party claiming Force Majeure shall provide detailed written notice of Force Majeure to the other Party prior to making a claim against the other Party for default. Each Party suffering a Force Majeure event shall take, or cause to be taken, such action as may be necessary to overcome or otherwise to mitigate, in all material respects, the effects of any Force Majeure event suffered by either of them and to provide written notice to the other Party of such actions, and to resume performance hereunder as soon as practicable under the circumstances.

8.6 Amendments. This Agreement shall not be modified nor amended unless such modification or amendment shall be in writing and signed by authorized representatives of both Parties.

8.7 Audit. Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement including amounts of Purchased Energy and Curtailed Energy. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Late Payment Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twenty four (24) months from the rendition thereof, and thereafter any objection shall be deemed waived.

8.8 Waivers. Failure to enforce any right or obligation by any Party with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter nor to any other matter. Any waiver by any Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in

writing. Such waiver shall not be deemed a waiver with respect to any subsequent default or other matter.

8.9 Waiver of Certain Damages. Notwithstanding any other provision of this Agreement (except to the extent indemnification payments are made pursuant to Section 6.1 as a result of an indemnified Person's obligation to pay special, indirect, incidental, punitive or consequential damages to a third party (excluding either Party's Affiliates, officers, directors, shareholders or members) as a result of actions included in the protection afforded by the indemnification set forth in Section 6.1 and except as otherwise provided in Sections 2.4 and 2.5), neither CITY nor SELLER (nor any of their Affiliates, contractors, consultants, officers, directors, shareholders, members or employees) shall be liable for special, indirect, incidental, punitive or consequential damages under, arising out of, due to, or in connection with its performance or non performance of this Agreement or any of its obligations herein, whether based on contract, tort (including, without limitation, negligence), strict liability, warranty, indemnity or otherwise.

8.10 Survival. Notwithstanding any provisions herein to the contrary, the obligations set forth in Sections 8.1 and 8.9, the indemnity obligations set forth in Article 6, and the limitations on liabilities set forth herein shall survive (in full force) the expiration or termination of this Agreement.

8.11 Severability. If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void, all other terms of the Agreement shall remain in effect; provided that the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any Applicable Law and the intent of the Parties.

8.12 Standard of Review. Absent the agreement of the Parties to the proposed change, the standard of review for changes to this Agreement proposed by a Party, a Person or the Federal Energy Regulatory Commission acting sua sponte shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine), unless overruled.

8.13 Governing Law And Venue. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of the federal courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

8.14 [Intentionally Deleted]

8.15 Waiver of Trial by Jury. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS

(WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

8.16 Disputes. In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement (collectively, a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations between the Parties. If such consultations do not result in a resolution of the Dispute within fifteen (15) days after notice of the Dispute has been delivered to either party, then such Dispute shall be referred to the senior management of the Parties for resolution. If the Dispute has not been resolved within fifteen (15) days after such referral to the senior management of the Parties, then either Party may pursue all of its remedies available hereunder.

8.17 No Third-Party Beneficiaries. Except as set forth in Article 6 and in Sections 8.2, 8.3 and 8.9, this Agreement is intended solely for the benefit of the Parties hereto and nothing contained herein shall be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement.

8.18 No Agency. Except with respect to SELLER acting as Market Participant for CITY, and only to the extent that SELLER acting as Market Participant for CITY constitutes an agency relationship pursuant to the rules and procedures of the Transmission System Operator, this Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.19 Cooperation. The Parties acknowledge that they are entering into a long term arrangement in which the cooperation of both of them will be required.

(a) In the event that, at any time during the Term, any of the following occurs the effect of which is that the benefits and burdens of this Agreement are no longer as contemplated by the original intentions of the Parties, the Parties shall use their commercially reasonable efforts to reform or, if required by Applicable Law, with respect to CITY, or the board of directors (or equivalent governing body) of SELLER, amend this Agreement in order to give effect to the original intentions of the Parties regarding the appropriate allocation of benefits and burdens to each Party:

(i) if any Governmental Entity levies or otherwise imposes a tax on the sale or purchase of Energy and or Credits ("Transfer Taxes") that was not in effect as of the Effective Date, regardless of whether such Transfer Taxes are imposed on CITY or SELLER, but excluding in all events taxes based on or measured by net income; or

(ii) the applicable Transmission System Operator or Transmission System Operator Tariff is changed in a manner that materially adversely affects SELLER or CITY; or

(iii) if an applicable regional reliability council issues a directive, rule or regulation that materially adversely affects SELLER or CITY.

(b) With respect to Section 8.19(a)(ii) or (a)(iii), no Party is obligated to agree to a change in the Fixed Rate.

(c) With respect to Section 8.19(a)(i), the Parties acknowledge that there are currently no known Transfer Taxes that would apply to either CITY or SELLER and that the Fixed Rate is based upon this fact. Should any Governmental Entity levy or otherwise impose a tax on the sale or purchase of Energy and or Credits that was not in effect as of the Effective Date, the Parties shall negotiate and these negotiations may result in an amendment to the contract which includes an appropriate adjustment in the Fixed Rate.

8.20 Further Assurances. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 8.20.

8.21 Good Faith. The Parties shall act in accordance with principles of good faith and fair dealing in the performance of this Agreement.

8.22 Services Contract. The Parties intend that this Agreement be a "service contract" within the meaning of Section 7701(e)(3) of the Code, and the Parties shall not take any position inconsistent with such treatment. Without limiting the foregoing, neither CITY nor any party related to CITY shall have the right or be deemed to operate the Wind Project for purposes of Section 7701(e)(4)(A)(i) of the Code. Notwithstanding any provision to the contrary under this Agreement, neither CITY nor any party related to CITY shall (a) bear or be deemed to bear any significant financial burden if there is nonperformance by SELLER under this Agreement, as the phrase "any significant financial burden if there is nonperformance" is used in Section 7701(e)(4)(A)(ii) of the Code; or (b) be deemed to receive any significant financial benefit if the operating costs of the Wind Project are less than the standard of performance and/or operation set forth in this Agreement, as the phrase "significant financial benefit if the operating costs of the Wind Project are less than the standards of performance or operation" is used in Section 7701(e)(4)(A)(iii) of the Code.

8.23 Captions; Construction. All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the content or scope of this Agreement. Any term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

8.24 Employment of Unauthorized Aliens Prohibited. SELLER agrees to comply with Missouri State Statute Section 285.530 in that SELLER shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, SELLER shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

SELLER shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8.25 Entire Agreement

This Agreement shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement.

Rebecca Kujawa
President

8.26 ***Counterparts***. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement in the manner appropriate to each on the date set forth above.

CRYSTAL LAKE WIND III, LLC

By: _____

Name: Rebecca Kujawa

Title: President

ATTEST:

_____

Signature

Name:_____

Title:_____

CITY OF COLUMBIA, MISSOURI

By: _____

Mike Matthes, City Manager

ATTEST:

_____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____

Nancy Thompson, City Counselor

EXHIBIT "A"

DESCRIPTION OF WIND PROJECT

SELLER has built and owns and operates a Wind Project with a capacity rating of 45 MW (66 MW minus 21 MW comprising the 2012 Specified Turbines). The Wind Project is located in Hancock and Winnebago Counties, Iowa. The Wind Project will generate electrical power that will be sold wholesale.

The Wind Project consists of:

- 30 GE wind turbine generators ("Turbines") on tubular steel towers. Each individual Turbine has a capacity rating of 1.5 MW.
- A network of several miles of low profile, gravel field roads providing access to the Turbines.
- Electrical transformation equipment located at the Wind Project.
- An underground and aboveground electric cable collection system to carry electricity to the substation.
- An underground and aboveground fiber-optic data collection system.
- Maintenance/field office(s).

Nothing in this Exhibit "A" is intended to either (i) limit the right of SELLER to make any changes to the Wind Project it elects to undertake that are consistent with this Agreement, or (ii) grant any rights to CITY regarding the description, nature or components of the Wind Project.

EXHIBIT "B"

INTERCONNECTION DIAGRAM AND DELIVERY POINT

The Wind Project is connected to the ITC Midwest Lime Creek Substation via a 5 mile 59 KV transmission line and a 38 mile 161 KV transmission line. The Delivery Point is the commercial pricing node in the MISO model called ALTW.CRLK3CWLD (or its successor), which node is located at the high side of the bus at the Lime Creek Substation.

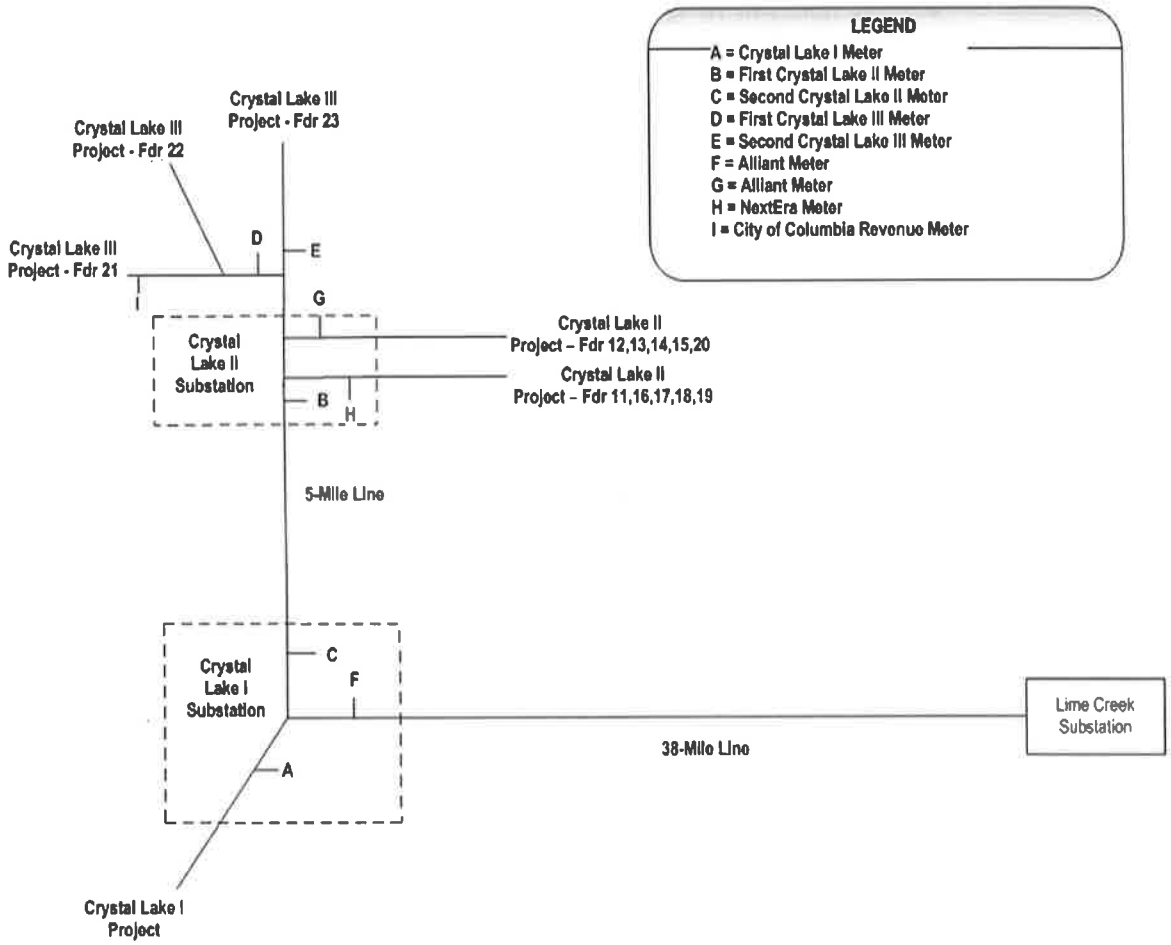

EXHIBIT "C"

NEXTERA ENERGY POWER MARKETING, INC.

RENEWABLE ATTESTATION FORM

I. Facility information

Name of Generation Facility ("Facility"):

_____

Company or Person that Owns Facility ("SELLER"):

_____

Address of Facility:

_____

_____

North American Electricity Reliability Corporation (NERC) region in which Facility is located[1]:

_____

Facility ID Number[2]: _____ EIA or QF? (circle one) Capacity (MW):

_____

Date Facility was First Operational: ___/___/___ Date of Capacity Upgrade or Repowering[3]:___/___/___

Contact Person: _____

Title: _____

Telephone: _____

Email Address: _____

_____

[1] If you are unsure of which region Facility is in, see http://www.nerc.com/regional/

[2] Enter Energy Information Administration (EIA) identification number for the generating facility; if no EIA number, enter the utility-assigned Qualifying Facility (QF) identification number.

[3] If applicable, Repowered facilities must meet Green-e's criteria for repowering, available at http://www.green-e.org/docs/Repowering_Defin_and_Intstructions.doc

II. Renewable Electricity or RECs[4] supplied to CITY indicated below, by fuel type

III. Declaration

I, (print name and title) _____, declare that the (indicate with "x") ____ electricity bundled with renewable attributes / ____ renewable attributes only[5] listed above were sold exclusively from SELLER to _____ ("CITY").

I further declare that:p

1) all the renewable attributes (including CO2 benefits), including any emissions offsets, reductions or claims, represented by the renewable electricity generation listed above were transferred to CITY;

2) to the best of my knowledge, the renewable attributes were not sold, marketed or otherwise claimed by a third party other than CITY;

3) SELLER sold the renewable attributes only once;

4) the renewable attributes or the electricity that was generated with the attributes was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate by SELLER, nor to the best of my knowledge, by any other entity other than CITY; [6]

5) the renewable electricity sold or electricity associated with the attributes sold was not used on-site for powering electric generation equipment (parasitic load);

6) if CITY is receiving electricity bundled with renewable attributes from SELLER, the renewable electricity was delivered into the NERC region in which Facility is located;

7) if Facility is located in Canada, it is EcoLogo certified and was throughout the Period of Generation; and

8) the electricity that was generated with the attributes was not separately sold, separately marketed or otherwise separately represented as renewable energy by SELLER, or, to the best of my knowledge, any other entity other than CITY.

Please indicate the following:

Is Facility owner reporting its direct greenhouse gas emissions in a legally binding cap and trade program for the time period of generation listed on this form?

---

[4] Renewable Energy Certificates, which represent the renewable attributes of 1 MWh of renewable electricity generation.

[5] If selling renewable attributes to CITY without electricity, please fill in the name of the load serving entity buying the undifferentiated electricity, if applicable at the bottom of this page.

[6] Renewable attributes used by CITY for any of the purposes listed in 4) are ineligible for Green-e certification.

Yes;[7] list the cap and trade program: _____

No

If SELLER is providing only RECs to CITY and selling the associated electricity to a utility or load-serving entity, please write the name of the utility or load-serving entity here:

_____

Check box if sale is part of a Qualifying Facility (QF) Facility

As an authorized agent of SELLER, I attest that the above statements are true and correct.

_____ _____

Signature Date

_____

Place of Execution

This Form is used by the Center for Resource Solutions to verify the accuracy of claims made by retail marketers. The information on this form is held strictly confidential and will not be shared with any other party except in aggregate form.

[7] In this case the renewable energy or RECs reported on this form may be ineligible for Green-e certification. For more information, contact Green-e Staff at 415-561-2100.

EXHIBIT "D"

SPECIFIED TURBINES

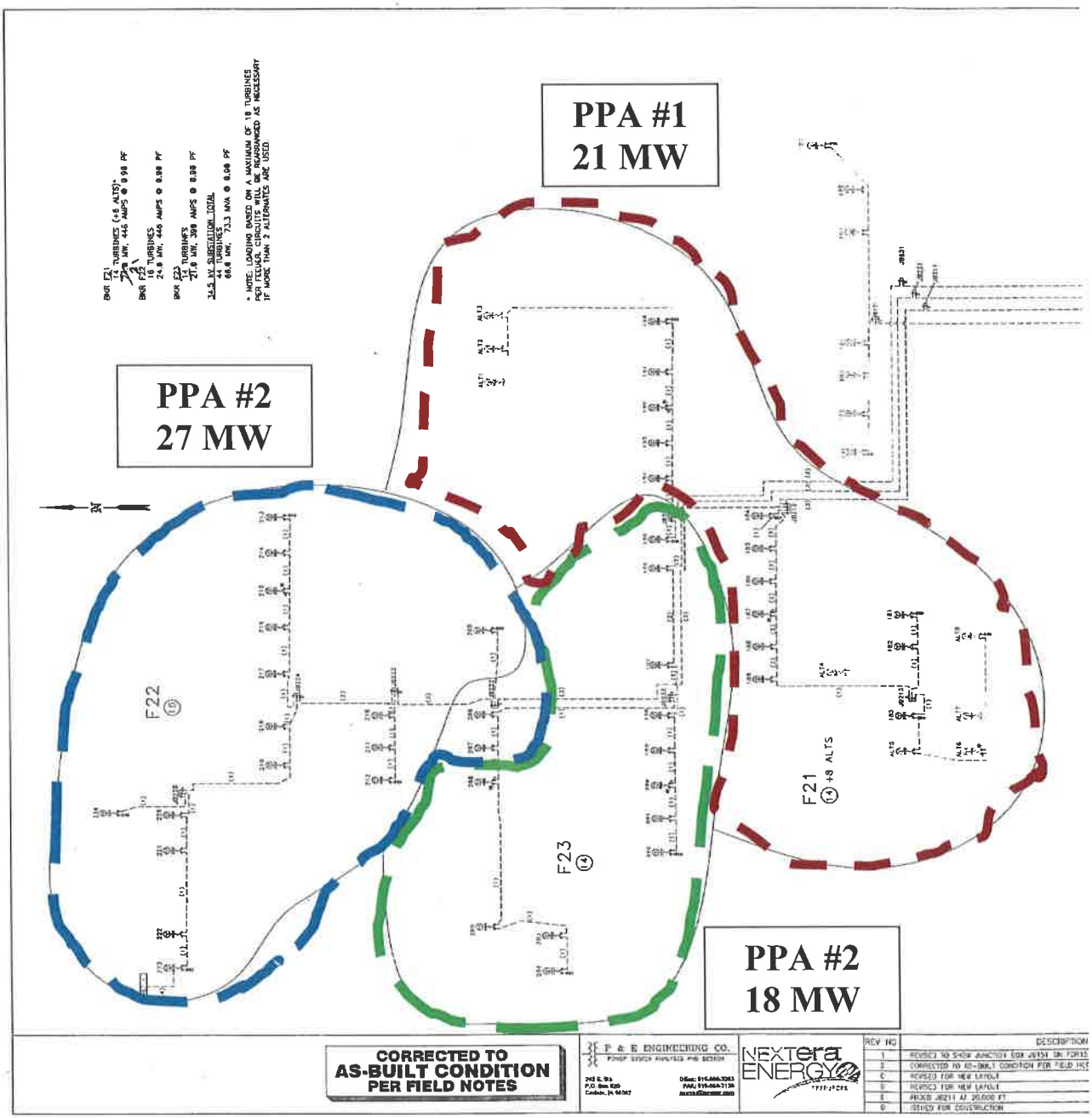

Exhibit "E"

INTENTIONALLY DELETED.

Exhibit "F"

FIXED RATE

CONTRACT YEAR*	CONTRACT RATE ($/MWh)
1	$19.55
2	$19.94
3	$20.34
4	$20.75
5	$21.16
6	$21.58
7	$22.02
8	$22.46
9	$22.91
10	$23.36
11	$23.83
12	$24.31
13	$24.79
14	$25.29
15	$25.80
16	$26.31

AMENDMENT NO. 1 TO POWER PURCHASE AGREEMENT

This Amendment No. 1 to Power Purchase Agreement (this "Amendment"), is made and entered into as of this 6th day of ~~September~~ October 2020, by and between City of Columbia, a Missouri municipality ("CITY") and Crystal Lake Wind III, LLC, a Delaware limited liability company ("SELLER", together with City, the "Parties", individually, a "Party").

WITNESSETH:

WHEREAS, the Parties entered into that certain Power Purchase Agreement, dated February 7, 2012 (the "Agreement") which is attached hereto as Exhibit 1; and

WHEREAS, the Parties have agreed to amend the Agreement as set forth in this Amendment; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Section 1.1 – *Definitions*** of the Agreement shall be amended as follows:

1.1. Insert the following new definition of ***"After-Tax Basis"*** after the definition of ***"Affiliate"***:

> ***"After-Tax Basis"*** shall mean, with respect to any payment received or deemed to have been received by any Person, the amount of such payment (the "Base Payment") supplemented by a further payment (the "Additional Payment") to such Person so that the sum of the Base Payment plus the Additional Payment shall, after deduction of the amount of all taxes required to be paid by such Person in respect of the receipt or accrual of the Base Payment and the Additional Payment (taking into account any current or previous credits or deductions arising from the underlying event giving rise to the payment, the Base Payment and the Additional Payment), be equal to the amount required to be received. Such calculations shall be made on the assumption that the recipient is subject to Federal income taxation at the highest applicable statutory rate applicable to corporations for the relevant period or periods, is subject to state and local income taxation at the highest applicable statutory rates applicable to corporations doing business in Iowa and shall take into account the deductibility (for Federal income tax purposes) of state and local income taxes.

1.2. Insert the following new definition of ***"Change in Tax Law"*** after the definition of ***"Calculation Year"***:

"Change in Tax Law" means (a) a bill that has been enacted into law, (b) any change in or amendment to the Internal Revenue Code, (c) any change in the interpretation of the Internal Revenue Code by a decision of the United States Tax Court, United States District Court, United States Court of Appeals or United States Supreme Court, or (d) any binding guidance, notice, announcement or regulation issued by the United States Department of the Treasury, the Internal Revenue Service or any other governmental authority that applies to taxpayers, solely to the extent that any of the events described in clauses (a) through (d) occurs after the date hereof but prior to December 31, 2021, and materially and adversely affects (i) the applicable depreciation or amortization periods, methods, amounts or conventions for the SELLER or the Wind Project, or (ii) the availability or projected amount of Production Tax Credits or other tax benefits.

1.3. Delete the definition of ***"Fixed Amount"*** in its entirety and insert the following in lieu thereof:

"Fixed Amount" shall mean, for any Calculation Period, the sum of (a) product of (i) the Fixed Rate applicable to such Calculation Period multiplied by (ii) the sum of the CITY's Proportion of Energy for such Calculation Period and (b) the product of (i) the sum of (A) the Fixed Rate applicable to such Calculation Period plus (B) the PTC Rate applicable to such Calculation Period multiplied by (ii) the Curtailed Energy for such Calculation Period, calculated as follows:

Fixed Amount = (CPE x FR) + (CE x [FR + PTCR])

1.4. Insert the following new definition of *"**Offer Curve**"* after the definition of ***"Network Upgrades"***:

"***Offer Curve***" shall have the meaning set forth in the Transmission System Operator Tariff and applicable Transmission System Operator Business Practices Manuals, Market Rules and Procedures, or similar rules regulating the Energy Market, if any.

1.5. Insert the following new definition of *"**Production Tax Credit**"* after the definition of ***"Planned Outage"***:

"Production Tax Credit" shall mean the tax credits applicable to electricity produced from certain renewable resources pursuant to Section 45 of the Internal Revenue Code (as amended from time to time), or such substantially equivalent federal tax benefit that provides SELLER with a tax credit based on energy production from any portion of the Wind Project.

1.6. Insert the following new definition of *"PTC Rate"* after the definition of ***"Project Transmission Credits"***:

> ***"PTC Rate"*** or ***"PTCR"*** shall mean the current amount (on a per MWh basis) of all federal production tax credits (including the Production Tax Credit), on an After-Tax Basis, applicable to energy production from any portion of the Wind Project, as set forth in applicable Internal Revenue Service Guidance. For the avoidance of doubt, at any time that no federal production tax credits are applicable to energy production from any portion of the Wind Project, the PTC Rate shall be deemed to equal zero (0).

1.7. Insert the following new definitions of ***"Repower"*** and ***"Repower Completion Date"*** after the definition of ***"Reliability Coordinator"***:

> ***"Repower(ed)"*** shall have the meaning set forth in Section 2.1(k).
>
> ***"Repower Commencement Notice"*** shall have the meaning set forth in Section 2.1(k).
>
> ***"Repower Completion Date"*** shall mean the date that SELLER notifies CITY in writing that no less than ninety percent (90%) of the Turbines at the Wind Project are placed into service as Repowered Turbines.
>
> ***"Repowered Turbines"*** shall have the meaning set forth in Section 2.1(k).

1.8. Insert the following at the end of the definition of ***"Turbine"***:

> For the avoidance of doubt, "Turbine" includes any Turbine with respect to which a Repower has been completed and such Repowered Turbine has been placed into service.

2. **Section 2.1 – *Obligation to Sell and Purchase Energy and Credit*** of the Agreement shall be amended as follows:

2.1. Insert a new paragraph (k) at the end thereof as follows:

> (k) Repower. Subject to the requirements of this Section 2.1(k), SELLER shall repower the Turbines installed at the Wind Project, in whole or in part, with newer technology (a "Repower", such replacement Turbines, "Repowered Turbines"). SELLER shall provide written notice to CITY of the commencement of the decommissioning and Repowering of the Turbine(s) (a "Repower Commencement Notice"), after which SELLER shall use commercially reasonable efforts to complete such Repower in a timely manner, which repower is currently targeted to commence on or prior to December 31, 2021;

provided, however, that SELLER shall not be required to Repower any Turbines if either (i) SELLER delivers a written notice to CITY on or before June 30, 2021, that SELLER has determined not to Repower the wind turbines, in its sole discretion, or (ii) after July 1, 2021, but before December 31, 2021, SELLER delivers a written notice to CITY, that SELLER will not Repower the Turbines because of (A) a Change in Tax Law has occurred, (B) as a result of events, conditions or circumstances beyond SELLER's reasonable control, SELLER has not obtained all governmental approvals, permits and licenses necessary to Repower the Turbines in the manner contemplated by this Agreement, or (C) SELLER has determined that one or more events, conditions or circumstances beyond SELLER's reasonable control occurring after [execution date], would reasonably be expected to have a material and adverse effect on SELLER's Repower economics, or any debt or tax equity financing (as contemplated by SELLER on the date hereof) of SELLER or the Wind Project (in the case of either clause (i) or (ii) above, a "Non-Repower Notice"). Upon delivery by SELLER to CITY of written notice of the Repower Completion Date, the Repower shall be deemed complete and the description of the Wind Project in Exhibit A shall be automatically amended, without the necessity of further written amendment, to reflect the Wind Project as Repowered.

2.2. Delete clause (ii) of paragraph (e) CITY Curtailments in its entirety and insert the following in lieu thereof:

(ii) For any CITY Curtailment Period, CITY shall pay SELLER for the Curtailed Energy associated with such CITY Curtailment Period at a rate equal to the sum of the Fixed Rate and the then-applicable PTC Rate.

3. **Section 2.2 – *Fixed Rate Schedule*** of the Agreement shall be amended by deleting it in its entirety and inserting the following in lieu thereof:

2.2 Fixed Rate Schedule. The "Fixed Rate" for any given Calculation Period for each MWh of Purchased Energy and associated Credits shall equal the rate set forth in Exhibit "F" for the period including such Calculation Period.

4. **Section 2.12 – *Scheduling and Energy Market Settlement*** of the Agreement shall be amended by deleting the last sentence of paragraph (a) in its entirety and inserting the following in lieu thereof:

On and after the Repower Completion Date, CITY shall submit real-time offers for all Purchased Energy with an Offer Curve of no higher than the negative PTC Rate. If CITY does not provide the real-time offer as provided by this paragraph, SELLER will submit the real-time offer using an offer the negative PTC Rate in dollars per MWh.

5. **Section 3.1 – *Term*** of the Agreement shall be amended by deleting "until the date that is twenty (20) years following the Commencement Date" and inserting "December 31, 2040" in lieu thereof.

6. **Section 6.2 – *Insurance*** of the Agreement shall be amended as follows:

6.1. Delete clause (a)(i) in its entirety and insert the following in lieu thereof:

> (i) Workers' Compensation Insurance for statutory obligations imposed by applicable state laws, and Employer's Liability Insurance with a minimum limit of (a) one million dollars ($1,000,000) for bodily injury per accident; (b) one million dollars ($1,000,000) for bodily injury by disease per policy and (c) one million dollars ($1,000,000) for bodily injury by disease per employee; and

6.2. Delete clause (a)(ii) in its entirety and insert the following in lieu thereof:

> (ii) Commercial General Liability Insurance, including premises and operations, bodily injury, broad form property damage, products/completed operations, contractual liability and independent contractors protective liability all with minimum combined single limit liability of five million dollars ($5,000,000). SELLER may satisfy this Commercial General Liability obligation through any combination of self-insurance, primary and excess insurance policies, so long as (a) SELLER at all times satisfies all legal requirements to engage in self-insurance, and (b) SELLER, as a self-insurer, obtains and meets the risk ratings required under this Agreement.

6.3. Delete clause (b) in its entirety and insert the following in lieu thereof:

> (b) All insurance policies required to be obtained hereunder shall provide insurance for occurrences from the date hereof through the later of the expiration or termination hereof. The CITY, its officers, agents and employees shall be named as additional insured on all insurance policies (except for Workers' Compensation) required by the specifications hereunder to be purchased by the SELLER. All insurance coverage required by this Agreement shall be placed with insurance carriers (i) having an A.M. Best rating of "A-" or better, or (ii) having a Standard & Poor's global rating of "A" or better, (iii) having an equivalent rating by another nationally recognized insurance rating agency, or (iv) reasonably acceptable to CITY.

6.4. Delete clause (c) in its entirety and insert the following in lieu thereof:

> (c) SELLER shall require its insurer(s) to notify the CITY of any non-renewal or cancellation of, the insurance required by this Section 6.2 at least thirty (30) Days prior to the effective date of such non-renewal or cancellation except in the case of non-payment of premiums in which case the notice shall be at least ten (10) Days.

Within fifteen (15) Days after the date hereof, SELLER shall provide to the CITY and thereafter maintain with the CITY a current certificate of insurance (or letter of self-insurance, where applicable) verifying the existence of the insurance coverage required by this Agreement.

7. **Section 8.2 – *Successors and Assigns; Assignment*** of the Agreement shall be amended by deleting clause (b)(iii) in its entirety and insert the following in lieu thereof:

(iii) Any assignment or transfer of this Agreement by SELLER to an Affiliate of SELLER, provided that (A) such Affiliate agrees in writing to be bound by the terms and provisions of this Agreement and a copy of the assignment is provided to CITY, (B) that such Affiliate has comparable or superior technical expertise and capability to perform SELLER's obligations under this Agreement, and (C) that such Affiliate's creditworthiness is equal to or better than SELLER's.

8. **Section 8.3 – *Financing Liens*** of the Agreement shall be amended by deleting the word "Said" at the beginning of the last sentence of clause (d)(iv) and inserting "Notwithstanding anything in this Section 8.3 to the contrary, said" in lieu thereof.

9. **Exhibit F – FIXED RATE** of the Agreement shall be amended by deleting the same in its entirety and inserting Exhibit F attached hereto in lieu thereof:

10. This Amendment is executed in connection with, and upon the Effective Date, shall be deemed to be a part of, the Agreement. For purposes hereof, except as set forth below, "Effective Date" shall mean the date designated by SELLER in a Repower Commencement Notice for commencement of the decommissioning of the first Turbine to be repowered at the Wind Project.

Notwithstanding any provision in this Agreement to the contrary, (i) subject to subparagraph (ii) below, in the event that SELLER does not provide a Repower Commencement Notice to CITY on or prior to December 31, 2021, the Effective Date shall be January 1, 2022; provided, however, that in the event that SELLER provides a Non-Repower Notice on or prior to December 31, 2021, this Amendment, as of such date, shall be deemed null and void and of no force and effect for all purposes; and (ii) SELLER's delivery of the Repower Commencement Notice, the "Effective Date", and the effectiveness of Sections 1 through 9 of this Amendment, shall be conditioned upon (and shall be of no force and effect until) all of the following: (a) SELLER obtaining all consents and approvals of Lenders and/or tax equity investors required for the performance of this Amendment and (b) SELLER obtaining all approvals of SELLER's management and board of directors (or equivalent governing body) required for the performance of this Amendment on or prior to December 31, 2020.

SELLER shall provide CITY with prompt written notice of SELLER obtaining all such consents and approvals, or that SELLER has determined that no such consents and approvals are required for the performance of this Amendment.

Upon the occurrence of the Effective Date, this Amendment shall thereafter automatically become a part of the Agreement. Thereafter, wherever the terms of this Amendment and the terms of the Agreement are in conflict, the terms of this Amendment shall govern and control.

Capitalized terms used herein, unless otherwise defined in this Amendment, shall have the meanings ascribed to them in the Agreement.

11. Except as provided in Section 10, the execution, delivery, and performance of this Amendment has been duly authorized by all requisite corporation action and this Amendment constitutes the legal, valid and binding obligation of SELLER and CITY, enforceable against each Party in accordance with its terms.

12. If any one or more of the provisions of this Amendment should be ruled illegal, wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction under present or future laws, then: (i) the validity and enforceability of all provisions of this Amendment not ruled to be invalid or unenforceable shall be unaffected and remain in full force and effect; (ii) the effect of the ruling shall be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held illegal, wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein.

13. [*Intentionally Deleted*].

14. Except as expressly modified by this Amendment, all of the terms, conditions, covenants, agreements and understandings contained in the Agreement shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Parties.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have affixed their signatures, effective on the date first written above.

CRYSTAL LAKE WIND III, LLC

By: _____
Name: Terrell Kirk Crews II
Title: President

CITY OF COLUMBIA, MISSOURI

By: _____
Name: John Glascock
Title: City Manager

Attest:

By: ~~Sheela Amin, City Clerk~~ Donna L. Whatley

Approved as to Form:

By: Nancy Thompson, City Counselor / AK

[SIGNATURE PAGE TO AMENDMENT NO. 1 TO POWER PURCHASE AGREEMENT]

EXHIBIT F

FIXED RATE

A. From the effective date of the Agreement until the Repower Completion Date, the "Fixed Rate" for any given date of determination shall be the $/MWh corresponding to the period below including such date of determination:

PERIOD	FIXED RATE ($/MWH)
From the effective date of the Agreement through and including December 31, 2012	42.50
January 1, 2013 through and including December 31, 2013	43.50
January 1, 2014 through and including December 31, 2014	44.50
January 1, 2015 through date immediately preceding Repower Completion Date	45.00

B. From the Repower Completion Date until the end of the Term, the "Fixed Rate" for any given date of determination shall be the $/MWh corresponding to the period below including such date of determination:

PERIOD	FIXED RATE ($/MWH)
Repower Completion Date through December 31, 2022	26.21
January 1, 2023 through December 31, 2023	25.11
January 1, 2024 through December 31, 2024	25.37
January 1, 2025 through December 31, 2025	25.63
January 1, 2026 through December 31, 2026	25.89
January 1, 2027 through December 31, 2027	26.16
January 1, 2028 through December 31, 2028	26.43
January 1, 2029 through December 31, 2029	26.71
January 1, 2030 through December 31, 2030	27.01
January 1, 2031 through December 31, 2031	27.30
January 1, 2032 through December 31, 2032	22.61
January 1, 2033 through December 31, 2033	22.00
January 1, 2034 through December 31, 2034	22.44
January 1, 2035 through December 31, 2035	22.89
January 1, 2036 through December 31, 2036	23.35
January 1, 2037 through December 31, 2037	23.81
January 1, 2038 through December 31, 2038	24.29
January 1, 2039 through December 31, 2039	24.78
January 1, 2040 through December 31, 2040	25.27

HANCOCK AND WINNEBAGO COUNTIES, IOWA
CRYSTAL LAKE III WIND ENERGY FACILITY

POWER PURCHASE AGREEMENT

between

CITY OF COLUMBIA

as CITY

and

CRYSTAL LAKE WIND III, LLC

as SELLER

dated as of

February 7th, 2012

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POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT (this "Agreement") is made this 7th day of February, 2012 (the "Effective Date"), by and between City of Columbia, a Missouri municipality ("CITY") and Crystal Lake Wind III, LLC, a Delaware limited liability company ("SELLER"). CITY and SELLER are each individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, SELLER owns and is currently operating a wind generation facility with 66 MW aggregate capacity on a site located in Hancock and Winnebago Counties, Iowa; and

WHEREAS, SELLER desires to sell, and CITY desires to purchase and receive, Energy and the associated Credits from the Wind Project on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. Unless otherwise required by the context in which any term appears: (i) capitalized terms used in this Agreement shall have the meanings specified in this Article 1; (ii) the singular shall include the plural and vice versa; (iii) references to "articles," "sections," "schedules," "annexes," "appendices" or "exhibits" (if any) shall be to Articles, Sections, Schedules, Annexes, Appendices or Exhibits hereof; (iv) all references to a particular entity shall include a reference to such entity's successors and permitted assigns; (v) the words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection hereof; (vi) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (vii) references to this Agreement shall include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time; and (viii) the masculine shall include the feminine and neuter and vice versa.

"Affiliate" shall mean, with respect to any Person, (i) each Person that directly or indirectly, controls or is controlled by or is under common control with such designated Person; (ii) any Person that beneficially owns or holds fifty percent (50%) or more of any class of voting securities of such designated Person or fifty percent (50%) or more of the equity interest in such designated Person; or (iii) any Person of which such designated Person beneficially owns or holds fifty percent (50%) or more of the equity interest. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction

of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"Agreement" shall have the meaning set forth in the first paragraph hereof.

"Applicable Law" shall mean, with respect to any Person and the Wind Project, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, tariffs, regulations, governmental approvals, licenses and permits, directives and requirements of all regulatory and other governmental authorities as may be amended, in each case applicable to or binding upon such Person and the Wind Project (as the case may be).

"Billed Percentage" or "BP" means the CITY's Proportion of Total Capacity applicable during the period from the Commencement Date to the Project Separation Date (less the aggregate amount of any Third Party Purchaser Curtailed Capacity at the time of any determination thereof), calculated as follows:

$$BP = 21/(66 - 3CC)$$

"Business Day" shall mean every day other than a Saturday or Sunday or any other day on which banks in the States of Florida, Missouri, Delaware and Iowa are permitted or required to remain closed.

"Business Operating Rules" shall have the meaning set forth in Section 2.14.

"Calculation Period" shall mean each hour during the Term.

"Calculation Year" shall mean, with respect to a termination of this Agreement pursuant to Section 3.3, each year that Purchased Energy would have been purchased by CITY hereunder during the remainder of the Term (absent termination of this Agreement).

"CITY" shall have the meaning set forth in the first paragraph of this Agreement

"CITY Curtailment" shall mean any curtailment of the Wind Project resulting from either (a) an instruction by CITY pursuant to Section 2.1(e), including but not limited to any instruction by CITY to operate the Wind Project at a level that is different from the "real time set point" provided by the Transmission System Operator(inclusive of ramp time, if any), or (b) an instruction or direction from the Transmission System Operator to reduce the amount of Energy to be generated by the Wind Project below the amount otherwise then available to be generated arising from the offer submitted to the Transmission System Operator by the CITY's Market Participant with respect to the Wind Project pursuant to Section 2.12 (a). For the avoidance of doubt, CITY Curtailment shall not include any System Curtailment or any other curtailment instructed or directed by the Transmission System Operator that does not arise from the offer submitted to the Transmission System Operator by the CITY's Market Participant with respect to the Wind Project pursuant to Section 2.12(a).

"CITY Curtailment Period" shall mean, with respect to any given CITY Curtailment, the period commencing with start of the Calculation Period in which such CITY Curtailment starts and ending with the end of the Calculation Period in which such CITY Curtailment ends.

"CITY Downgrade Event" shall be deemed to have occurred if CITY shall fail to have a Long Term Credit Rating of not less than BBB- from S&P or Baa3 from Moody's (if rated by one of the Rating Agencies), or not less than BBB- from S&P and Baa3 from Moody's (if rated by both of the Rating Agencies), and if such credit ratings are equal to such required levels from S&P or from Moody's, with a "credit watch", "negative outlook" or other rating decline alert issued by either S&P or Moody's, as applicable.

"CITY's Check Meters" shall have the meaning set forth in Section 4.1(b).

"CITY's Designated Check Meter" shall mean the CITY's Check Meter, as adjusted to reflect the Energy delivered to the Delivery Point, designated from time to time by the CITY to act as a backup Meter pursuant to Section 4.2.

"CITY's Market Participant" shall mean the Person authorized by CITY to act on CITY's behalf or as its registered agent in MISO or its successor entity who meets the definition of "Market Participant" under MISO or its successor entity. CITY's Market Participant for the Energy shall be SELLER.

"CITY's Proportion of Energy" or "CPE" shall mean, (a) at the time of any determination thereof prior to the Project Separation Date, an amount equal to the product of (i) the Billed Percentage and (ii) the total amount of Energy at such time tendered at the Delivery Point; and (b) at the time of any determination thereof subsequent to the Project Separation Date, 100% of the Energy at such time tendered at the Delivery Point.

"CITY's Proportion of Total Capacity" shall mean (a) prior to the Project Separation Date, 31.818% of the Total Capacity and (b) subsequent to the Project Separation Date, 100% of the Total Capacity.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Commencement Date" shall have the meaning set forth in Section 3.1.

"Commercial Model Change" shall mean a request by SELLER, pursuant to the rules of the Transmission System Operator, to change the commercial pricing model utilized by the Transmission System Operator for determining locational marginal prices in Transmission System Operator's Transmission System, in order to designate a Commercial Pricing Node for assigning a locational marginal price to Energy delivered to the Delivery Point from the portion of the Wind Project consisting of only the Specified Turbines and allocable to a market participant account identified with CITY, separate and distinct from the Commercial Pricing Node designated on the Effective Date as ALTW.CRLK3, as specified in Exhibits D and E.

"Commercial Pricing Node" shall mean (a) with respect to the period from the Commencement Date to the Project Separation Date, the virtual point at which Transmission System Operator assigns the locational price applicable to the Energy delivered from the Wind Project, designated on the Effective Date as ALTW.CRLK3, as further depicted in Exhibit "B", and (b) with respect to the period on and after Project Separation Date, the virtual point at which Transmission System Operator assigns the locational price applicable to the Energy delivered from the Wind

Project allocable to the market participant account identified with CITY, to be designated as of the date of approval and implementation of the Commercial Model Change, as further depicted in Exhibit "E".

"Confidential Information" shall have the meaning set forth in Section 8.1.

"Contract Year" means each year of the Term, whether such year is comprised of 365 or 366 Days, commencing with the year that begins on the Commencement Date and ends on the first anniversary of the Commencement Date.

"Credits" shall mean any and all present or future (whether known or unknown) aspects, claims, environmental attributes, characteristics and benefits associated with the generation of electric power at the Wind Project that have intrinsic value, separate and apart from the Energy produced. Credits include, but are not limited to, Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions, such as Renewable Energy Credit Reporting Rights. "Renewable Energy Credit Reporting Rights" are the rights of a Renewable Energy Credit purchaser to report the ownership of accumulated Renewable Energy Credit in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Renewable Energy Credit purchaser's discretion, and include without limitation those Renewable Energy Credit Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Renewable Energy Credits are accumulated on a MWh basis and one Renewable Energy Credit represents the Credits associated with one (1) MWh of Energy. "Renewable Energy Credits" means certificates, green tags, or other transferable indicia indicating generation of a particular quantity of energy from a renewable energy source by a renewable energy facility attributed to all of the Energy output during the Term created under a renewable energy, emission reduction, or other reporting program adopted by a governmental authority, or for which a registry and a market exists (which, as of the Commencement Date are certificates issued by Green-e in accordance with the Green-e Renewable Electric Certification Program, National Standard Version 1.3 administered by the Center for Resource Solutions including any environmental attributes but specifically excluding (i) any and all present or future (whether known or unknown) state and federal production tax credits, investment tax credits and any other tax credits which are or will be generated by the Wind Project, and (ii) present or future (whether known or unknown) cash payments, grants under Section 1603 of the American Recovery and Reinvestment Act of 2009 or outright grants of money relating in any way to the Wind Project.

"Curtailed Energy" or "CE" shall mean the estimated amount of Energy (expressed in MWh) that would have been produced and delivered by SELLER to the CITY at the Delivery Point, calculated net of line losses, but for CITY Curtailments, calculated using (a) the Wind Project's then-applicable power curve, and (b) wind data (wind speed, wind direction, ambient temperature,

barometric pressure, air density) from the primary on-site reference meteorological towers. For purposes of clause (a) above, on any date of determination, the Wind Project's then-applicable power curve shall be the power curve as adopted by the Parties as part of the Business Operating Rules, and as updated as of such date of determination to reflect historical output and the availability of Turbines from the Wind Project.

"Day" or "day" shall mean a period of twenty-four (24) consecutive hours beginning at 00:00 hours Eastern Standard Time on any calendar day and ending at 24:00 hours Eastern Standard Time on the same calendar day.

"Delivery Point" shall be the Interconnection Point as defined in the Interconnection Agreement. Prior to the Project Separation Date, the Delivery Point is more specifically described in Exhibit "B". After the Project Separation Date, the Delivery Point is more specifically described in Exhibit "E".

"Disclosing Party" shall have the meaning set forth in Section 8.1.

"Dispatchable Intermittent Resource" shall mean a generation resource whose economic maximum dispatch is dependent on forecast-driven fuel availability as defined by MISO.

"Dispute" shall have the meaning set forth in Section 8.16.

"Eastern Standard Time" shall mean standard time in the fifth time zone west of Greenwich Mean Time as observed by the MISO Energy Market.

"Effective Date" shall have the meaning set forth on the first page of this Agreement.

"Energy" shall mean electric energy lawfully produced or generated by the Wind Project, which shall exclude Facility Consumption, and shall be in the form of three (3)-phase, sixty (60) Hertz, alternating current.

"Energy Market" shall mean the Midwest ISO Real–Time Energy Market as defined by MISO.

"Event of Default" shall have the meaning set forth in Section 3.3.

"Facility Consumption" shall mean electric energy consumed by the Wind Project, including line losses on SELLER's side of the Delivery Point.

"FERC" shall mean the Federal Energy Regulatory Commission or any successor government agency.

"Fixed Amount" shall mean, for any Calculation Period, the product of (i) the Fixed Rate applicable to such Calculation Period multiplied by (ii) the sum of the CITY's Proportion of Energy and the Curtailed Energy for such Calculation Period, calculated as follows:

$$\text{Fixed Amount} = (\text{CPE} + \text{CE}) \times \text{Fixed Rate}$$

"Fixed Rate" or "FR" shall have the meaning set forth in Section 2.2.

"Floating Amount" shall mean, for any Calculation Period, the product of (i) the Floating Price applicable to such Calculation Period multiplied by (ii) the amount of the CITY's Proportion of Energy for such Calculation Period, calculated as follows:

Floating Amount = FP x CPE

"Floating Price" or "FP" shall mean, for any Calculation Period, the RTLMP applicable to such Calculation Period.

"Force Majeure" shall mean any event or circumstance which wholly or partly prevents or delays the performance of any obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (ii) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such Party's ability to perform its obligations under this Agreement and which by the exercise of reasonable diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby.

(a) Subject to the foregoing, events that could qualify as Force Majeure include, but are not limited to, the following:

(i) acts of God or the public enemy, war, whether declared or not, blockade, insurrection, riot, civil disturbance, public disorders, rebellion, violent demonstrations, revolution, sabotage or terrorist action;

(ii) any effect of unusually severe natural elements, including fire, subsidence, earthquakes, floods, tornadoes, storms, lightning, or similar cataclysmic occurrence or other unusual natural calamities;

(iii) except as set forth in subsection (b)(v) below, strikes, work stoppage or other labor disputes (in which case the affected Party shall have no obligation to settle the strike or labor dispute on terms it deems unreasonable);

(iv) explosion, accident or epidemic;

(v) governmental action or inaction;

(vi) so long as the cause thereof otherwise would qualify as a Force Majeure event, the unavailability of labor, fuel, power or raw materials, the breakdown of the Wind Project, or other plant breakdown or equipment failure, and any event affecting the ability of any supplier (including under any engineering, procurement or construction agreement for the Wind Project) to the Wind Project, to fulfill its obligations to SELLER and the Wind Project; or

(vii) emergencies (including but not limited to transmission load relief events and minimum generation emergencies) declared by the Transmission System Operator or any other authorized successor or regional transmission organization or any state or federal regulator or legislature requiring a forced curtailment of the Wind Project or making it impossible for the Transmission System Operator to transmit Energy, including Energy to be delivered pursuant to this Agreement.

(b) Force Majeure shall not be based on:

(i) CITY's inability to obtain transmission service and the unavailability or interruption of transmission service (unless the unavailability or the interruption was the result of a System Emergency or otherwise caused by an occurrence that itself would qualify as a Force Majeure event);

(ii) CITY's inability economically to use or resell the Purchased Energy or the Credits purchased hereunder;

(iii) SELLER's ability to sell the Purchased Energy or the Credits at a price greater than the price set forth in this Agreement;

(iv) SELLER's failure to obtain additional funds, including funds authorized by a state or the federal government or agencies thereof, to supplement the payments made by CITY pursuant to this Agreement;

(v) a strike, work stoppage or labor dispute limited only to any one or more of SELLER, SELLER's Affiliates, or any other third party employed by SELLER to work on the Project; or

(vi) a Party's inability to pay amounts due to the other Party under this Agreement, except if such inability is caused solely by a Force Majeure event that disables physical or electronic facilities necessary to transfer funds to the payee Party.

"Forced Outage" shall mean the shutdown or unavailability of the Wind Project, or a portion thereof, other than as a Planned Outage, curtailment or event of Force Majeure. A Forced Outage shall not include an outage that may be deferred to a Planned Outage consistent with Good Utility Industry Practices and without causing or the reasonable likelihood of causing safety risk, damage to equipment or additional costs.

"GAAP" shall mean generally accepted accounting principles in the United States of America, consistently applied throughout the specified period.

"Good Utility Industry Practices" shall mean the practices, methods, and acts (including, but not limited to, the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, codes, standards, reliability, safety, environmental protection, economy, and expedition. With

respect to the Wind Project, Good Utility Industry Practice(s) includes, but are not limited to, taking reasonable steps to ensure that:

(a) Equipment, materials, resources and supplies are available to meet the Wind Project's needs;

(b) Sufficient operating personnel are available at all times and are adequately experienced, trained and licensed as necessary to operate the Wind Project properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions whether caused by events on or off the site of the Wind Project;

(c) Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable long-term and safe operation, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;

(d) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;

(e) Equipment is not operated in a reckless manner, or in a manner unsafe to workers, the general public, or contrary to environmental laws or regulations or without regard to defined limitations such as flood conditions, safety inspection requirements, operating voltage, current, volt-ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and/or control system limits; and

(f) The equipment will function properly under both normal and reasonably expected emergency conditions at the Wind Project.

"Governmental Entity" means a municipality, county, governmental board, city council, public power authority, public utility district, joint action agency, or other similar political subdivision or public entity of the United States, one or more States or territories or any combination thereof.

"Interconnection Agreement" shall mean that certain Amended and Restated Generator Interconnection Agreement, among Midwest Independent Transmission System Operator, Inc., Crystal Lake Wind, LLC and ITC Midwest, LLC, dated December 11, 2009, as may be amended, supplemented or replaced from time to time.

"Interconnection Provider Meter" shall mean the Meter at the Delivery Point, on which Transmission System Operator determines the amount of Energy delivered to the Transmission System Operator's Transmission System, and as further depicted (i) with respect to the period prior to the Project Separation Date, in Exhibit "B" and (ii) with respect to the period on and after the Project Separation Date, in Exhibit "E".

"Interest Rate" means the rate per annum equal to the "Monthly" Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15-519, or its successor publication.

"kW" shall mean a kilowatt of capacity.

"kWh" shall mean a kilowatt hour of Energy.

"Late Payment Rate" shall have the meaning set forth in Section 2.7(c).

"Lender" or "Lenders" shall mean any and all Persons or successors in interest thereof (A) lending money or extending credit (whether directly to SELLER or to an Affiliate of SELLER) as follows: (i) for the construction, interim or permanent financing or refinancing of the Wind Project, (ii) for working capital or other ordinary business requirements of the Wind Project (including the maintenance, repair, replacement or improvement of the Wind Project), (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Wind Project, (iv) for any capital improvement or replacement related to the Wind Project, (v) for the purchase of the Wind Project and the related rights from SELLER; or (vi) in connection with the financing of a portfolio of projects that includes the Wind Project; and/or (B) participating (directly or indirectly) as an equity investor in the Wind Project; and/or (C) participating as a lessor under a lease finance arrangement relating to the Wind Project.

"Lien" shall mean any mortgage, pledge, lien, security interest or other charge or encumbrance with respect to any present or future assets of the Person referred to in the context in which the term is used.

"Long Term Credit Rating" shall mean the lower of a Party's long term senior unsecured credit rating not supported by third party enhancement by a Rating Agency or the lowest underlying rating assigned to any of such Party's long term debt by a Rating Agency; provided that, should none of the aforementioned ratings be available or should they cease to be available during the term of this Agreement, such Party's issuer/long term issuer rating will be utilized, if available, and, if not available, such Party will be deemed to not have a Long Term Credit Rating.

"Meter" shall mean a utility grade instrument and associated equipment meeting applicable electric industry standards as established by NEMA and ANSI and used to measure and record the quantity and the required delivery characteristics of Energy delivered hereunder.

"MISO" shall mean the Midwest Independent Transmission System Operator, Inc., its successors or assigns, or any similar entity that in the future may replace MISO with respect to all or a substantial part of its current responsibilities as applicable to the Wind Project.

"MISO State Estimator" shall have the meaning given that term by the Transmission System Operator Tariff.

"Moody's" shall mean Moody's Investor Service, Inc. rating group, or its successor.

"M-RETS" shall mean the Midwest Renewable Energy Tracking System or its equivalent as mutually agreed to by the Parties, or any successor renewable energy tracking program.

"MW" shall mean a megawatt of capacity.

"MWh" shall mean a megawatt hour of Energy (rounded to the third decimal point).

"Network Upgrades" shall have the meaning set forth in the Transmission System Operator Tariff.

"Operating Committee" means the committee comprised of three delegates from CITY and three delegates from SELLER.

"Parties" shall have the meaning set forth in the first paragraph of this Agreement.

"Party" shall have the meaning set forth in the first paragraph of this Agreement.

"Performance Assurance" shall mean collateral in the form of either: cash, letter(s) of credit complying with the requirements of Section 3.4(b), or other security acceptable to Seller in an amount acceptable to Seller.

"Person" shall mean an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity, limited liability company or any other entity of whatever nature.

"Planned Outage" means the removal of equipment from service availability for inspection, maintenance and/or general overhaul of one or more equipment groups. To qualify as a Planned Outage, such work must actually be conducted during the designated outage period.

"Project Separation Date" means the later of (i) the date on which the Wind Project is modified by physically separating, and separately metering, a portion of the Wind Project comprised of only the Specified Turbines and (ii) the date on which MISO accepts and approves the Commercial Model Change.

"Project Transmission Credits" shall have the meaning set forth in Section 2.15.

"Purchased Energy" shall have the meaning set forth in Section 2.1(a).

"Rating Agency" shall mean either Moody's or Standard & Poor's.

"Receiving Party" shall have the meaning set forth in Section 8.1.

"Reliability Coordinator" shall mean MISO or any successor thereto.

"RTLMP" shall mean for each hour of a Day, the Real Time Locational Marginal Price expressed in U.S. dollars per MWh at the Delivery Point with respect to the Commercial Pricing Node for such hour, as determined by the Transmission System Operator in accordance with the Transmission System Operator Tariff and the applicable Transmission System Operator Business Practices Manuals, Market Rules and Procedures.

"S&P" shall mean Standard & Poor's rating group (a division of McGraw-Hill, Inc.), or its successor.

"SELLER" shall have the meaning set forth in the first paragraph of this Agreement.

"SELLER's Check Meters" shall have the meaning set forth in Section 4.1(a)(iv).

"SELLER's Designated Check Meter" shall mean the SELLER's Check Meter, as adjusted to reflect the Energy delivered to the Delivery Point, designated from time to time by the SELLER to act as a backup Meter pursuant to Section 4.2.

"SELLER's Interconnection Facilities" shall mean the interconnection facilities, control and protective devices and metering facilities required to connect the Wind Project with the Transmission System Operator's Transmission System up to, and on SELLER's side of, the Delivery Point.

"SELLER's Primary Meter" shall mean the Meter installed at the location specified therefor in Exhibit "B" with respect to the period prior to Project Separation Date, and in Exhibit "E" with respect to the period after Project Separation Date, as adjusted to reflect the Energy delivered to the Delivery Point.

"Site" shall mean the real property located in Hancock and Winnebago Counties, Iowa on which the Wind Project is located, as further described in Exhibit "A".

"Specified Turbines" means the string of fourteen (14) Turbines specified on Exhibit "D"

"System Curtailment" means the period of time during which there is any of the following:

(a) the Transmission System Operator orders, directs, alerts, or provides notice to a Party to curtail Energy deliveries for the following reasons: (i) any System Emergency constituting a Transmission System Operator or Transmission Owner "Emergency" Condition (as defined in the Interconnection Agreement), or (ii) any warning of any such anticipated System Emergency; or

(b) scheduled or unscheduled maintenance on the Transmission System Operator's Transmission System that prevents (i) CITY from receiving or (ii) SELLER from delivering Energy at the Delivery Point, but only to the extent that any such curtailment is not attributable to a CITY Curtailment.

"System Curtailment Period" shall mean, with respect to a given System Curtailment, the period commencing with the start of the Calculation Period in which such System Curtailment starts and ending with the end of the Calculation Period in which such System Curtailment ends.

"System Emergency" shall mean a condition on the Transmission System Operator's Transmission System, or on transmission facilities used to deliver the Energy from the Wind Project to the Delivery Point, which condition is likely to result in imminent significant disruption of service to the Transmission System Operator's Transmission System customers or is imminently likely to endanger life or property, or is otherwise declared an emergency by the Transmission System Operator.

"Term" shall have the meaning set forth in Section 3.1.

"Termination Discount Rate" shall mean, on any date of determination, the rate published by the United States Department of the Treasury at http://www.treas.gov/offices/domestic-finance/debt-management/interest-rate/yield.shtml (or any successor thereto) for Daily Treasury Yield Curve Rates respecting such date of determination applicable to a given number of years; provided, however, that in the event that the applicable number of years is not specified, linear interpolation shall be utilized to determine the applicable Termination Discount Rate; provided, further however, that in the event that the publication provided for above is not available, the rate published by the United States Federal Reserve at http://www.federalreserve.gov/releases/h15/data.htm (or any successor thereto) for Treasury constant maturities shall be utilized in lieu thereof.

"Third Party Power Purchase Agreement" shall mean any written agreement between SELLER and a Person other than CITY for the purchase of Energy.

"Third Party Purchaser" shall mean any Person that is a party to, and purchases Energy under, a Third Party Power Purchase Agreement.

"Third Party Purchaser Curtailed Capacity" or "3CC" shall mean the aggregate amount of Total Capacity curtailed by SELLER during any Calculation Period resulting directly or indirectly from Third Party Purchasers' exercise of curtailment rights comparable to a CITY Curtailment during such Calculation Period.

"Total Amount" shall mean (i) with respect to the period from the Commencement Date to the Project Separation Date, the "Total Amount" calculated pursuant to Section 2.1(f)(iv); and (ii) with respect to the period on and after the Project Separation Date, the "Total Amount" calculated pursuant to Section 2.1(g)(iv).

"Total Capacity" shall mean, at any given time, the aggregate capacity of all Turbines that are installed at the Wind Project.

"Transfer Taxes" shall have the meaning set forth in Section 8.19

"Transmission Credit" shall mean any transmission credit, transmission right, fixed right or similar benefit provided by any open access transmission tariff or any Applicable Law to SELLER as compensation for the costs of Network Upgrades.

"Transmission Owner" shall mean the entity that owns and maintains the portion of the Transmission System Operator's Transmission System that interconnects with the Wind Project, which entity is currently ITC Midwest, LLC.

"Transmission System Operator" shall mean the entity that administers the Transmission System Operator Tariff and provides transmission service to transmission customers under applicable transmission service agreements using Transmission System Operator's Transmission System, which entity is currently MISO.

"Transmission System Operator Tariff" shall mean the "Open Access Transmission and Energy Market Tariff for the Midwest Independent Transmission System Operator, Inc.", as

amended, including all schedules, modules and attachments, or any tariff of a successor to the MISO.

"Transmission System Operator's Interconnection Facilities" shall mean the interconnection facilities, control and protective devices and metering facilities required to connect the Transmission System Operator's Transmission System with the Wind Project up to, and on the Transmission System Operator's side of, the Delivery Point.

"Transmission System Operator's Transmission System" shall mean the facilities for the transmission of Energy from the Delivery Point.

"Turbine" shall mean a single wind turbine generating system, including the tower, pad, transformer and controller system, installed as part of the Wind Project.

"Wind Project" shall mean the electrical plant and equipment used to generate electricity utilizing renewable wind power located at the Site, including SELLER's Interconnection Facilities, and any and all additions, replacements or modifications, provided that the Wind Project shall be deemed not to include any capacity in excess of the aggregate capacity of the Wind Project specified in Exhibit "B", except as such capacity may be increased by means other than increasing the number of Turbines comprising the Wind Project; provided, however, that on and after the Project Separation Date, the Wind Project shall include no Turbines other than the Specified Turbines, and such other plant and equipment described above to the extent related to the generation and delivery of Energy from the Specified Turbines. The Wind Project may also be referred to as the "Crystal Lake III Wind Energy Facility".

ARTICLE 2
SALE AND PURCHASE OF ENERGY

2.1 Obligation to Sell and Purchase Energy and Credits.

(a) Purchased Energy. In accordance with the terms and conditions hereof, commencing on the Commencement Date and continuing through the remainder of the Term, SELLER shall sell and deliver to CITY at the Delivery Point and CITY shall purchase and accept from SELLER at the Delivery Point the CITY's Proportion of Energy during each hour expressed in kWh ("Purchased Energy") together with all Credits associated with the Purchased Energy, provided that SELLER makes no representation, warranty or guarantee as to the amount of Purchased Energy to be provided hereunder.

(b) Commercial Model Change. SELLER, at its sole expense, shall submit all necessary documentation and apply for a Commercial Model Change with MISO no later than March 15, 2012, or such later date agreed to in writing by CITY. Such application shall request the implementation of the Commercial Model Change on or before June 1, 2012. SELLER shall provide, at its sole expense, separate metering and necessary infrastructure to effect the physical separation, and separate metering, of the portion of the Wind Project comprised of only the Specified Turbines and shall, at its sole expense, use commercially reasonable efforts to implement the Commercial Model Change no later than June 1, 2012, but in no event shall the Commercial Model

Change be implemented later than September 1, 2012, except to the extent that the Commercial Model Change is not implemented by September 1, 2012 as a result of an act or omission of the Transmission System Operator.

(c) Business Operating Rules. The Parties, pursuant to Section 2.14, shall agree on Business Operating Rules, including but not limited to the power curve for the Wind Project, within ninety (90) days of the Effective Date. In the event that the Parties cannot agree on Business Operating Rules within ninety (90) days of the Effective Date, the Operating Committee shall be convened and deliberate for thirty (30) days. If the Operating Committee, after good faith deliberations, fails to agree upon Business Operating Rules by the end of such 30-day period, a representative from each Party at the level of Vice President of SELLER and Director of Water and Light for CITY, or above will meet in good faith for definitive resolution of any and all outstanding issues respecting the Business Operating Rules.

(d) Real Time Market Sales. Each of CITY and SELLER acknowledge that pursuant to Section 2.12, (i) upon transfer of title to the Purchased Energy at the Delivery Point, all sales of Purchased Energy by SELLER to third parties as CITY's Market Participant shall occur in the real time market established by the Transmission System Operator and (ii) in order to effectively allocate the proceeds from such real time market sales to third parties between CITY and SELLER, all amounts due and payable respecting the purchase and sale of Purchased Energy hereunder shall be based on the mathematical calculations provided for in Sections 2.1(f)(iv) and 2.1(g)(iv).

(e) CITY Curtailments.

(i) CITY shall have the option, in its sole discretion, to curtail deliveries of Energy in any amount up to the CITY's Proportion of Energy and for any period of not less than five (5) minutes when CITY notifies SELLER in writing or by telephone with not less than fifteen (15) minutes prior notice of such curtailment. Such curtailment notice shall include the amount of curtailment and the duration thereof.

(ii) For any CITY Curtailment Period, CITY shall pay SELLER for the Curtailed Energy associated with such CITY Curtailment Period at the Fixed Rate in accordance with Section 2.1(f)(iv) or Section 2.1(g)(iv), as then-applicable.

(iii) CITY shall reimburse Seller for any costs for power, fees, charges or penalties charged to Seller due to any CITY Curtailment, including ramp time, if any. CITY shall not pay the Fixed Rate and shall not be responsible for any costs, fees or penalties for either Curtailed Energy or CITY's Proportion of Energy to the extent that SELLER fails to follow the instructions of the Transmission System Operator respecting such Curtailed Energy or CITY's Proportion of Energy, except to the extent that such failure arises from a CITY Curtailment.

(f) Sale and Purchase Prior to Project Separation Date.

(i) During the period from the Commencement Date through the Project Separation Date, SELLER shall supply from the Wind Project and sell to CITY at the Delivery Point (as more specifically described in Exhibit "B"), and CITY shall receive and purchase from SELLER

the CITY's Proportion of Energy (as determined in accordance with clause (a) thereof), at the then-applicable Fixed Rate.

(ii) During the period from the Commencement Date through the Project Separation Date, SELLER shall sell and CITY shall receive and purchase all Credits associated with the quantity of Energy purchased pursuant to Section 2(f)(i), at no additional charge or compensation therefor.

(iii) During the period from the Commencement Date through the Project Separation Date, title to and risk of loss related to the Purchased Energy and associated Credits shall transfer at the Delivery Point (as more specifically described in Exhibit "B").

(iv) During the period from the Commencement Date through the Project Separation Date, all amounts due and payable respecting the purchase and sale of Purchased Energy and associated Credits hereunder shall be determined as follows:

(A) The Total Amount for any Calculation Period shall equal an amount calculated as follows:

Total Amount = (Fixed Amount for such Calculation Period) – (Floating Amount for such Calculation Period)

(B) In the event that the Total Amount for such Calculation Period is positive, CITY shall pay SELLER such Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(C) In the event that the Total Amount for such Calculation Period is negative, SELLER shall pay CITY the absolute value of such Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(D) In the event that the Total Amount for such Calculation Period is zero, neither Party shall pay the other Party for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(g) Sale and Purchase After Commercial Model Change and Project Separation Date.

(i) Beginning on the day following the Project Separation Date, and throughout the remainder of the term of this Agreement, SELLER shall supply from the Wind Project and sell to CITY at the Delivery Point (as more specifically described in Exhibit "E"), and CITY shall receive and purchase from SELLER the CITY's Proportion of Energy (as determined in accordance with clause (b) thereof), at the then-applicable Fixed Rate.

(ii) Beginning on the day following the Project Separation Date, and throughout the remainder of the term of this Agreement, SELLER shall sell and CITY shall receive and purchase all Credits associated with the quantity of Energy purchased pursuant to Section 2(g)(i), at no additional charge or compensation therefor.

(iii) Beginning on the day following the Project Separation Date, title to and risk of loss related to the Purchased Energy and associated Credits shall transfer at the Delivery Point (as more specifically described in Exhibit "E").

(iv) Beginning on the day following the Project Separation Date, all amounts due and payable respecting the purchase and sale of Purchased Energy and associated Credits hereunder shall be determined as follows:

(A) The Total Amount for any Calculation Period shall equal an amount calculated as follows:

Total Amount = (Fixed Amount for such Calculation Period) – (Floating Amount for such Calculation Period)

(B) In the event that the Total Amount for such Calculation Period is positive, CITY shall pay SELLER such Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(C) In the event that the Total Amount for such Calculation Period is negative, SELLER shall pay CITY the absolute value of such Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(D) In the event that the Total Amount for such Calculation Period is zero, neither Party shall pay the other Party for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(h) Exceptions. CITY shall not be obligated to purchase Energy that cannot be delivered to the Delivery Point due to SELLER's failure to maintain the Wind Project's electrical connectivity to the Transmission System Operator's Interconnection Facilities, or other disruptions, breakdowns, electrical system failures and/or mechanical failures, maintenance or repair, including for reasons of Force Majeure, to the Wind Project substation and/or the Transmission System Operator's Transmission System; provided that such inability to deliver to the Delivery Point is not due, in whole or in part, to CITY's acts or omissions or its breach of, or default under, this Agreement or any delivery arrangements agreement between CITY and the Transmission System Operator. As between CITY and SELLER, SELLER shall not be entitled to recover from CITY any amounts for CITY's failure to purchase Energy under the circumstances described in the immediately preceding sentence; provided, however, that to the extent that such inability to deliver to the Delivery Point is due, in whole or in part, to CITY's acts or omissions or its breach of, or default under, this Agreement or any delivery arrangements agreement between CITY and the Transmission System Operator, CITY shall pay SELLER as liquidated damages an amount equal to the excess, if any, of (A) (1) the amount that would have been payable by CITY to SELLER hereunder if such Energy had been delivered and accepted by CITY plus (2) the amount of any payment or penalty (including but not limited to any negative RTLMP) that is due from SELLER to any third party as a result of the failure of such delivery and acceptance of such Energy by CITY *over* (B) the net amount, if any, that SELLER, using commercially reasonable efforts under the circumstances, actually realizes through remarketing of such Energy to Persons other than CITY. In

connection therewith, it is SELLER's responsibility to maintain at its own expense, the Wind Project's electrical connectivity to the Transmission System Operator's Interconnection Facilities.

(i) Renewable Energy Credits; Credits.

(i) CITY shall be entitled to all Credits resulting from the generation of Purchased Energy that is actually purchased by CITY pursuant to this Agreement to the extent such Credits may exist during the Term. CITY shall not be entitled to any Credits resulting from the generation of Energy that CITY, for any reason, does not accept and purchase under this Agreement. SELLER shall deliver to CITY only Credits that are resulting from the Wind Project.

(ii) Throughout the Term, to the extent necessary, SELLER shall assign to CITY all rights and authority necessary for CITY to register, hold, and manage such Credits in CITY's own name and to CITY'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 Credits, including without limitation M-RETS. SELLER shall execute and deliver to CITY on a quarterly basis or as required by M-RETS the attestation form attached hereto as Exhibit "C" ("Attestation Form") and/or such other documentation as may be required by M-RETS, verifying the assignment of Credits associated with Purchased Energy that is actually purchased by CITY pursuant to this Agreement. To the extent M-RETS or Applicable Law requires SELLER (as opposed to CITY) to apply for accreditation or verification of Credits from the Wind Project SELLER shall make commercially reasonable efforts to make such applications upon CITY's request and at SELLER's cost and expense. Upon request, SELLER shall provide CITY with an estimate of the cost and expense of such application prior to making such application.

(j) Ownership of Wind Project. Other than the right and obligation to buy Purchased Energy and Credits from Seller in accordance with the provisions of this Agreement, this Agreement shall not be interpreted to create any ownership or proprietary rights in the Wind Project in favor of CITY, and CITY hereby disclaims, any right, title or interest in any part of the Wind Project.

*2.2 **Fixed Rate Schedule.*** The "Fixed Rate" for any given Calculation Period for each MWh of Purchased Energy and associated Credits shall equal the rate set forth below for the period including such Calculation Period:

From the effective date of the Agreement through and including December 31, 2012	$42.50 MWh
January 1, 2013 through and including December 31, 2013	$43.50 MWh
January 1, 2014 through and including December 31, 2014	$44.50 MWh
January 1, 2015 through theend of the term	$45.00 MWh

2.3 Excess Energy

(a) SELLER shall have no obligation to make available or deliver to CITY any quantity of Energy: (i) that CITY is not obligated to accept under this Agreement; (ii) that CITY does not accept under this Agreement, including, without limitation, the exercise by CITY of its suspension rights pursuant to Section 3.3(b)(ii); or (iii) that SELLER is not obligated to deliver to CITY under this Agreement (collectively, "Excess Energy"). There shall be no penalty or other consequence to SELLER for failing to deliver Excess Energy to CITY. CITY acknowledges SELLER has the right to sell any Excess Energy to any Person other than CITY at any rate and upon any terms and conditions that SELLER may determine in its sole discretion without liability to CITY hereunder. CITY shall not take or attempt to take any Excess Energy unless SELLER has agreed to sell, and CITY has agreed in writing to purchase, any such Excess Energy; and except as may be provided in such written agreement, CITY shall have no claim, right or interest in such Excess Energy or in any amount that SELLER realizes from a sale of such Excess Energy.

(b) CITY shall have no obligation to accept delivery or any other obligation in connection with any quantity of Energy (including any associated Credits) that exceeds CITY's Proportion of Energy.

2.4 CITY's Failure to Accept Delivery of Energy.

(a) In the event that CITY fails or is unable to accept delivery of Energy as provided herein for any reason other than due to a Force Majeure Event that prevents such acceptance pursuant to Section 8.5 or the proper exercise by CITY of its suspension rights pursuant to Section 3.3(b)(ii), then CITY shall pay to SELLER as liquidated damages an amount equal to the excess, if any, of (i) (X) the amount that would have been payable by CITY to SELLER hereunder if such Energy had been accepted by CITY plus (Y) the amount of any payment or penalty (including but not limited to any negative RTLMP) that is due from SELLER to any third party as a result of CITY's failure to accept such Energy *over* (ii) the net amount, if any, that SELLER, using commercially reasonable efforts under the circumstances, actually realizes through remarketing of such Energy to Persons other than CITY. The damages provided in this Section 2.4(a) shall be the sole and exclusive remedy of SELLER for any failure of CITY to accept delivery of Energy that it is required to accept hereunder.

(b) For the purposes of this Section 2.4, SELLER's commercially reasonable efforts to remarket such Energy will include without limitation selling such Energy in the Energy Market.

2.5 SELLER's Failure to Deliver Energy.

(a) Subject to Section 2.3, in the event that SELLER fails to deliver to CITY at the Delivery Point the Energy actually generated by the Wind Project and available for delivery to the Delivery Point for any reason other than a Force Majeure event that prevents delivery to CITY pursuant to Section 8.5 or the proper exercise by SELLER of its suspension rights pursuant to Section 3.3(b)(ii), then SELLER shall pay to CITY as liquidated damages an amount equal to the greater of:

(i) the excess, if any, of (A) SELLER's proceeds of sale of such Energy and associated Credits, in the event that SELLER sells such Energy (including any sales into the Energy Market) over (B) the product of such Energy and the then-applicable Fixed Rate; and

(ii) the sum of (A) the excess, if any, of (1) the product of such Energy and the then-applicable RTLMP (or the then applicable price CITY would receive for its re-sale of such Energy as CITY can reasonably demonstrate) over (2) the product of such Energy and the then-applicable Fixed Rate; plus (B) the product of (1) an amount of Credits of a type substantially equivalent to those that would have been associated with such Energy, as reasonably determined by CITY, and (2) the market price for such type and amount of Credits, as reasonably determined by CITY; plus (C) the sum of any imbalance charges and MISO penalties assessed to CITY solely as a result of SELLER's failure to deliver such Energy.

Subject to the termination rights set forth in Section 3.3, the damages provided in this Section 2.5(a) shall be the sole and exclusive remedy of CITY for any failure of SELLER to deliver Energy actually generated by the Wind Project and associated Credits to CITY.

(b) No later than the tenth (10th) Day of the first month of each quarter following any quarter in which SELLER owes liquidated damages to CITY pursuant to Section 2.5(a), CITY shall deliver to SELLER an invoice showing the amounts owed by SELLER pursuant to Section 2.5(a) above and a description, in reasonable detail, of the calculation of damages resulting from SELLER's failure to deliver Purchased Energy. In the event actual damages are not available, CITY shall reasonably estimate the damages and provide a true up calculation to SELLER as soon as practicable and, unless SELLER provides CITY with written notice of its objection to any such damages amounts within ten (10) Business Days of receipt of notice thereof from CITY, SELLER shall credit any invoice SELLER receives from CITY against the amounts owed by CITY to SELLER. In the event SELLER provides CITY with a written objection notice described above, such Dispute will be resolved in accordance with Section 2.7(b).

2.6 SELLER Offsets, Allowances and Credits. SELLER shall be entitled to all (i) federal and state production tax credits, investment tax credits and any other tax credits which are or will be generated by the Wind Project, (ii) cash payments or outright grants of money relating in any way to the Wind Project, or the generation of the Credits, and (iii) Credits that the CITY is not entitled to pursuant to the provisions of Section 2.1(i). CITY acknowledges that SELLER has the right to sell any Credits to which SELLER is entitled pursuant to this Section 2.6 to any Person other than CITY at any rate and upon any terms and conditions that SELLER may determine in its sole discretion without liability to CITY hereunder. CITY shall have no claim, right or interest in such SELLER's Credits or in any amount that SELLER realized from the sale of such SELLER's Credits.

2.7 Billing and Payment. Billing and payment for Purchased Energy sold to and purchased by CITY under this Agreement and any other amounts due and payable hereunder shall be as follows:

(a) Commencing on the Commencement Date and continuing throughout the remainder of the Term, SELLER shall calculate the amount of Purchased Energy from recordings produced by the Meter(s) for the Wind Project subject to Article 4 and the amount of Curtailed

Energy for which CITY is obligated to compensate SELLER pursuant hereto, following the last Day of each calendar month and on the last Day of the Term, if not the last day of the month. No later than the fifth (5th) Day of each calendar month, SELLER shall deliver to CITY an electronic invoice showing:

(i) the amount of Purchased Energy delivered to the Delivery Point by SELLER during the preceding calendar month (or in the case of the final year of the Term, the last calendar month or portion thereof of the Term);

(ii) the amount of Curtailed Energy during the preceding calendar month (or in the case of the final year of the Term, the last calendar month or portion of the Term) for which CITY is obligated to compensate SELLER pursuant hereto;

(iii) SELLER's computation of the Fixed Amount for such preceding calendar month;

(iv) the Floating Price for each hour during such preceding calendar month;

(v) SELLER's computation of Floating Amount during such preceding calendar month;

(vi) SELLER's computation of the Total Amount for such preceding calendar month;

(vii) the Total Amount payable by CITY to SELLER, in the event that the Total Amount for such preceding calendar month is greater than zero;

(viii) the absolute value of the Total Amount payable by SELLER to CITY, in the event that the Total Amount for such preceding calendar month is less than zero;

(ix) no Total Amount payable by either Party, in the event that the Total Amount is equal to zero; and

(x) any other amounts owed by one Party to the other Party pursuant to this Agreement.

Not more than fifteen (15) Days after receipt of each timely delivered invoice (unless such Day is not a Business Day, in which case such payment shall be due on the next succeeding Business Day), CITY shall pay to SELLER, by electronic funds transfer of immediately available funds to an account specified in writing by SELLER or by any other means agreed to by the Parties in writing from time to time, the undisputed amount set forth as due in such invoice. In the event that the invoice is delivered after the fifth (5th) Day of the calendar month, CITY shall have forty-five (45) Days after receipt of such invoice (unless such Day is not a Business Day, in which case such payment shall be due on the next succeeding Business Day), to pay to SELLER the undisputed amount set forth as due in such invoice. In the event that after delivery of the invoice for any given calendar month, MISO publishes any revised RTLMP for any hour in such calendar month, the

amounts provided for above in clauses (iv) through (ix) shall be adjusted as applicable and any such adjustment shall be accounted for in the invoice for the next succeeding calendar month.

(b) Within two (2) years after receipt of any invoice, either Party may provide written notice to the other Party of any alleged error therein and the Parties shall meet, by telephone conference call or otherwise within ten (10) Days of the other Party's receipt of such notice, for the purpose of attempting to resolve the Dispute. If CITY in good faith disputes any portion of the charges contained in an invoice, CITY will pay the undisputed portion and may withhold the disputed portion of the invoice in accordance with Section 2.7(c). If the Parties are unable to resolve the Dispute within thirty (30) Days after such initial meeting, then either Party may proceed to seek any remedy that may be available to such Party at law or in equity.

(c) Except as otherwise provided in this Agreement, all payments hereunder shall be made without set-off or deduction. If CITY in good faith disputes an invoice, CITY shall provide SELLER with a written explanation specifying in detail the basis for the dispute, and CITY shall pay the undisputed portion of the invoice in accordance with these payment terms. Disputed portions of SELLER's invoice shall be due and payable no later than thirty (30) days after resolution of the dispute. Payments of disputed amounts shall in no way waive CITY's right to contest charges. Any payment not made by the date required by this Agreement shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received at an annual rate equal to the Interest Rate then in effect plus two percent (2%), but in no event shall such interest exceed the maximum interest rate permitted by Applicable Law ("Late Payment Rate"). If, as a result of a Dispute settled in favor of CITY, a refund is owed to CITY, then the amount of the overpayment shall bear interest from the date on which such payment was made by CITY through and including the date that the overpayment is refunded by SELLER at an annual rate equal to the Late Payment Rate.

(d) Statements or invoices shall be sent to CITY by electronic mail to the electronic mail address designated in Section 8.4. CITY may change the electronic mail address by providing written notice to SELLER.

(e) To the extent that at the end of the Term, after offsetting all amounts owed by CITY to SELLER, SELLER owes any amount to CITY, SELLER shall pay such amount to CITY within thirty (30) days after the expiration of the Term.

2.8 Title and Risk of Loss. Title to and risk of loss with respect to Purchased Energy and associated Credits delivered to CITY by SELLER in accordance with this Agreement shall pass from SELLER to CITY when the same is delivered by SELLER for the benefit of CITY at the Delivery Point. Until title passes, SELLER shall be deemed in exclusive control of the same and shall be responsible for any damage or injury caused thereby. After title to the Energy passes from SELLER to CITY, SELLER shall no longer be in control of same, shall have no further obligations with respect thereto, and shall not be responsible for any damage or injury caused thereby. SELLER warrants that it will deliver to CITY the Purchased Energy and associated Credits free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to or at the Delivery Point.

2.9 Curtailment and Outages.

(a) Notwithstanding any other provision of this Agreement to the contrary, SELLER may curtail deliveries of Energy if and for so long as SELLER reasonably believes that curtailment is necessary:

(i) For a Planned Outage;

(ii) To construct, install, maintain, repair, replace, remove or inspect any of its equipment or facilities that is not for a Planned Outage; or

(iii) In connection with a condition likely to result in significant damage to SELLER's equipment or if SELLER otherwise deems such curtailment necessary to protect life or property that is not for a Planned Outage.

(b) SELLER shall curtail deliveries of Energy from the Wind Project if instructed or otherwise required to do so by (i) Transmission Service Provider, Transmission System Operator or Transmission Owner during a System Curtailment Period, or if otherwise required to do so by Transmission Service Provider, Transmission System Operator or Transmission Owner, in either case, subject to the terms and conditions of that certain Shared Facilities Agreement, dated as of December 10, 2009, among SELLER, Crystal Lake Wind, LLC and Crystal Lake Wind II, LLC or (ii) by CITY pursuant to Section 2.9(d) or (e).

(c) SELLER may curtail deliveries of Energy in the event that SELLER is unable to deliver such Energy due to a Force Majeure event but only for so long and only to the extent necessitated by such Force Majeure event.

(d) SELLER shall curtail deliveries of Energy from the Wind Project in the event that CITY, the Transmission Owner, or the Transmission System Operator instructs or otherwise requires that SELLER curtail deliveries of Energy.

(e) In the event CITY exercises any CITY Curtailment Right, SELLER shall use commercially reasonable efforts to mitigate any charges, fees and penalties arising from such curtailment, including but not limited to any imbalance charges assessed by the Transmission Owner or the Transmission System Operator. Notwithstanding such efforts, CITY shall be responsible for any such charges, fees and penalties and shall hold SELLER harmless and indemnify SELLER for any such charges, fees and penalties paid by SELLER with respect thereto.

(f) Any amounts due and payable with respect to curtailments pursuant to this Section 2.9 or otherwise shall be determined in accordance with Sections 2.1(f) and (g).

2.10 Curtailment Notification Requirements

Using Good Utility Industry Practices, the Parties shall provide timely notice to each other of information that may impact the Wind Project and the Energy and shall notify each other of any curtailment of Energy in a timely manner. The Parties shall also provide access to information reasonably necessary to perform the terms of this Agreement, including information reasonably

necessary to verify SELLER's determination of Curtailed Energy for any full or partial Calculation Period.

(a) To the extent SELLER has knowledge of the curtailment of the delivery of Energy, SELLER shall provide notice of such curtailment to CITY as soon as reasonably practicable.

(b) SELLER is responsible for securing Transmission Owner, Transmission System Operator, and Transmission Service Provider approvals for Wind Project outages, including securing changes in its outage schedules when Transmission Service Provider disapproves SELLER's schedules or cancels previously approved outages. SELLER shall communicate any Transmission Owner, Transmission System Operator, or Transmission Service Provider-required changes to CITY in a timely manner.

2.11 Transmission.

(a) SELLER shall be responsible for presenting to and receiving the Transmission Owner and the Transmission System Operator's direction with respect to and/or approval of the Wind Project interconnection requirements and facilities so that SELLER can perform its Energy deliveries hereunder in accordance with applicable Transmission Owner's and Transmission System Operator's requirements. CITY shall be responsible for arranging for all transmission services required to effectuate CITY's purchase of Purchased Energy from the Delivery Point, and shall be responsible for the payment of any charges related to such transmission services hereunder, including, without limitation, charges for transmission or wheeling services, ancillary services, imbalance, control area services, congestion charges, location marginal pricing differentials, transaction charges and line losses. The Parties acknowledge that such charges for such transmission services, if any, shall be paid by CITY.

(b) In the event that: (i) MISO (or any other properly authorized Person exercising control over the Transmission Owner's or the Transmission System Operator's transmission system) takes any action or orders CITY or SELLER to take any action (not arising from SELLER's failure to comply with Applicable Law or Good Utility Industry Practice) that affects CITY's ability to take delivery of Purchased Energy hereunder, then CITY shall use commercially reasonable efforts (at its own cost and expense) to mitigate the adverse effects of such action(s) on CITY's ability to perform its obligations hereunder, or (ii) MISO (or any other properly authorized Person exercising control over the Transmission Owner's or the Transmission System Operator's transmission system) takes any action or orders CITY or SELLER to take any action (not arising from CITY's failure to comply with Applicable Law or Good Utility Industry Practice) that affects SELLER's ability to deliver Purchased Energy hereunder, then SELLER shall use commercially reasonable efforts (at its own cost and expense) to mitigate the adverse effects of such action(s) on SELLER's ability to perform its obligations hereunder. The Parties acknowledge that upon such order to curtail transmission service it may be difficult or impossible for the Parties to mitigate the adverse affects of such action(s).

2.12 Scheduling and Energy Market Settlement.

(a) Scheduling. SELLER (or SELLER's agent with CITY's written consent, which consent shall not be unreasonably withheld, delayed or conditioned) shall be CITY's Market Participant and shall be responsible for the scheduling of all Purchased Energy during the Term, including, without limitation, arranging any Open Access Same Time Information Systems (OASIS), tagging, transmission scheduling or similar protocols with the Transmission System Operator or any other Persons. SELLER, as CITY's Market Participant, shall be responsible for the payment of all charges associated with such scheduling activities, except as provided in Section 2.9(e) or otherwise expressly provided in this Agreement, including, without limitation, any imbalance charges. SELLER recognizes that the Wind Project is registered as a "Dispatchable Intermittent Resource" with MISO, and SELLER (or SELLER's agent), as CITY's Market Participant, shall be subject to the scheduling requirements associated with a MISO Dispatchable Intermittent Resource. SELLER (or SELLER's agent), as CITY's Market Participant, shall offer all Purchased Energy into the Energy Market utilizing the real-time offer price provided by CITY, which offer price shall be provided at least [two (2) hours] prior to the applicable deadline for real-time offers in the Energy Market. The real-time offer submitted by SELLER to the Transmission System Operator shall reflect CITY's offer price. CITY will have the right to review and audit SELLER's real-time offers for compliance with CITY's instruction. If CITY does not provide the real-time offer as provided by this paragraph, SELLER will submit the real-time offer using an offer of zero dollars ($0) per MWh.

(b) Energy Market Settlement. SELLER, as CITY's Market Participant, shall be responsible for the Energy Market settlement of all Purchased Energy during the Term; including all costs and benefits associated therewith. Prior to the Project Separation Date, the Commercial Pricing Node shall remain registered in the name of SELLER. SELLER shall remain responsible for any market settlement charges related to any activities prior to the Commencement Date, including but not limited to any back-dated charges applied by MISO, even if these charges are not known until after the Commencement Date.

2.13 Sales for Resale. All Purchased Energy delivered to CITY hereunder shall be sales for resale. CITY shall provide SELLER with any documentation reasonably requested by SELLER to evidence that CITY is exempt from sales tax in connection with its purchase of Energy under this Agreement.

2.14 Business Operating Rules. SELLER and CITY will endeavor to develop written operating procedures ("Business Operating Rules") before the Commencement Date, which Business Operating Rules shall only be effective if made by mutual written agreement of SELLER and CITY. The Parties agree that the Business Operating Rules will cover the protocol under which the Parties will perform their respective obligations under this Agreement and will include, but will not be limited to, rules and procedures concerning the following: (a) the method of day-to-day communications and reporting; (b) key personnel lists for SELLER and CITY; (c) reasonable coordination regarding the timing of scheduled maintenance and Planned Outages; (d) reporting of scheduled maintenance, Planned Outages and Forced Outages of the Wind Project, (e) reporting of curtailment periods; (f) ongoing reporting of projected capacity reductions due to Planned Outages, Forced Outages and any other curtailments reasonably foreseeable by SELLER; (g) the

establishment of the Wind Project's power curve; and (h) regular analysis of historical performance data of the Wind Project for the purpose of revising the Wind Project's power curve.

2.15 Transmission Credits. SELLER shall be entitled to all Transmission Credits resulting from Network Upgrades undertaken in connection with the Wind Project ("Project Transmission Credits"). CITY shall reasonably cooperate with SELLER in order to provide any certificates, documents or other items reasonably required to grant all rights to such Project Transmission Credits to SELLER. In no event will CITY have any obligation or liability for Network Upgrades, as defined in and as required in accordance with the Interconnection Agreement as amended or supplemented from time to time, or otherwise required by or of SELLER for reasons unrelated to CITY.

ARTICLE 3
TERM, CONDITIONS PRECEDENT, TERMINATION AND DEFAULTS

3.1 Term. The "Term" of this Agreement shall commence at 00:00 hours on February 11, 2012 (the "Commencement Date") and shall continue until the date that is twenty (20) years following the Commencement Date, unless sooner terminated in accordance with the terms hereof.

3.2 Regulatory Approvals. Following execution of this Agreement by both Parties, each Party shall promptly seek to obtain all licenses, permits and approvals necessary to perform its obligations hereunder, if any.

3.3 Defaults and Remedies.

(a) Each of the following shall constitute an "Event of Default" hereunder:

(i) A failure by a Party to pay any amount due hereunder, where such failure is not cured within thirty (30) Days after written notice from the other Party of such failure to pay; or

(ii) SELLER's failure to comply with the material requirements of Section 2.1(b); or

(iii) Either Party has (a) commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) failed, or admitted in writing its inability generally, to pay its debts as such debts become due, (c) made a general assignment for the benefit of creditors, (d) been adjudicated bankrupt or has filed a petition or an answer seeking an arrangement with creditors, (e) taken advantage of any insolvency law or shall have submitted an answer admitting the material allegations of a petition in bankruptcy or insolvency proceeding, (f) become subject to an order, judgment or decree for relief, entered in an involuntary case, without the application, approval or consent of such Party any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive Days, (g) filed a voluntary petition in bankruptcy,

(h) failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) Days of the filing thereof, or (i) become subject to an order for relief under the provisions of the United States Bankruptcy Act, 11 U.S.C. § 301; or

(iv) Any Party's actual fraud or other material misconduct in connection with this Agreement or the performance of its obligations under this Agreement; or

(v) Any other default that has a material adverse effect on the non-defaulting Party if such default has not been cured by the defaulting Party within thirty (30) Days after receiving written notice from the non-defaulting Party setting forth, in reasonable detail, the nature of such default and its impact on the non-defaulting Party; provided, however, that, in the case of any such default that is not reasonably capable of being cured within the 30-Day cure period, the defaulting Party shall have additional time as necessary to cure the default if it commences to cure the default within such 30-Day cure period and it diligently and continuously pursues such cure.

(b) Subject to the provisions of Section 3.3(a), upon the occurrence of an Event of Default by a Party, the non-defaulting Party shall have the following rights:

(i) Subject to the provisions of Section 3.3(d), to terminate this Agreement by providing at least sixty (60) Days prior written notice to the other Party of its intent to exercise its termination rights, unless such Event of Default is cured prior to the date of termination;

(ii) To suspend performance of its obligations and duties hereunder immediately upon delivering written notice to the defaulting Party of its intent to exercise its suspension rights; and

(iii) To pursue any other remedy given under this Agreement or now or hereafter existing at law or in equity or otherwise.

(c) Notwithstanding the foregoing, (i) CITY may not terminate this Agreement on account of a default by SELLER pursuant to Section 3.3(a)(v) unless such default results in (A) the delivery by SELLER of Purchased Energy and Credits that SELLER is obligated to deliver to CITY hereunder to a Person other than CITY, (B) the delivery by SELLER to CITY under this Agreement of energy that was not generated by the Wind Project, or (C) the delivery by SELLER to CITY under this Agreement Credits that are not associated with the Purchased Energy, and (ii) CITY shall not exercise its remedies hereunder unless and until all of the requirements of Section 3.3(d) have been satisfied with respect to any Lenders.

(d) Notwithstanding the foregoing provisions of this Section 3.3, in the case of an Event of Default by SELLER, CITY shall provide the Lenders (if any that SELLER has informed CITY of) with notice (to such Lender address as SELLER has provided in writing to CITY) of such Event of Default and the Lenders shall have the right (but not the obligation) for sixty (60) Days after receipt of such notice either to cure the Event of Default on behalf of SELLER, or, upon payment to CITY of amounts due from SELLER but not paid by SELLER, to assume, or cause its designee or a lessee or purchaser of the Wind Project, to assume, all of the rights and obligations of

SELLER under this Agreement arising after the date of such assumption as more fully described in Section 8.2.

(e) Notwithstanding the foregoing, the Parties acknowledge and agree that if this Agreement is terminated due to an Event of Default by either Party, the actual or direct damages incurred by the non-defaulting Party shall include:

(i) in the case of a termination by SELLER due to an Event of Default by CITY, the net present value (discounted, calculated in each Calculation Year, at a rate equal to the Termination Discount Rate applicable to the number of years from the date of termination to the end of such Calculation Year), of the difference, if positive, between (x) the amount that CITY would have been required to pay to SELLER pursuant to this Agreement for delivery of all Purchased Energy that would have been delivered by SELLER hereunder during the remainder of the Term (absent termination of this Agreement and based on an assumption as to the amount thereof calculated using reasonable projections) and (y) the net amount, if any, payable to SELLER by a third party pursuant to any replacement power sales arrangement that SELLER using commercially reasonable efforts under the circumstances enters into for the sale of such Purchased Energy, and

(ii) in the case of a termination by CITY due to an Event of Default by SELLER, the net present value (discounted, calculated in each Calculation Year, at a rate equal to the Termination Discount Rate applicable to the number of years from the date of termination to the end of such Calculation Year), of the difference, if positive, between (x) the amount that CITY would be obligated to pay to a third party pursuant to any replacement commercially reasonable power purchase agreement that CITY would enter into for wind generated Purchased Energy and Credits that would have been delivered by SELLER hereunder during the remainder of the Term (absent termination of this Agreement and based on an assumption as to the amount thereof calculated using reasonable projections) plus CITY's reasonable costs to obtain a replacement bid and (y) the amount that CITY would have been required to pay to SELLER pursuant to this Agreement for such Purchased Energy, and Credits.

(iii) The damages provided in this Section 3.3(e) shall be the sole and exclusive remedy of each Party as a result of the termination of this Agreement due to an Event of Default by the other Party. Nothing in this Section 3.3 obligates the CITY to enter into a contract for replacement Energy in the event of a SELLER's default.

(f) Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance hereof. "Commercially reasonable efforts" by SELLER shall require SELLER to use commercially reasonable efforts to maximize the price for energy received by SELLER from third parties.

3.4 Performance Assurance.

(a) If at any time there shall occur a CITY Downgrade Event, written notice shall be provided by SELLER requesting Performance Assurance as determined by the SELLER. Upon receipt of such notice, the CITY shall have thirty (30) Business Days to remedy the situation by

providing such Performance Assurance to the SELLER. In the event that the CITY fails to provide such Performance Assurance or other credit assurance acceptable to the SELLER within thirty (30) Business Days of receipt of notice, then an Event of Default will be deemed to have occurred and the SELLER will be entitled to the remedies set forth in Article 3 of this Agreement.

(b) Any letter of credit provided pursuant to this Agreement must be issued by a U.S. commercial bank, financial institution or a foreign bank with a U.S. branch with such bank with an unsecured, long-term credit rating of at least A- from S&P and a similar rating of at least A3 from Moody's, must be in a form acceptable to the issuing bank and SELLER, and must contain customary and commercially reasonable terms acceptable to SELLER. If the issuer of the letter of credit fails to maintain an unsecured, long-term credit rating of at least A- from S&P and a similar rating of at least A3 from Moody's (i) CITY shall notify SELLER thereof as soon as practicable thereafter and (ii) CITY shall have ten (10) Business Days after receipt of written request therefor by SELLER to replace such Letter of Credit with another letter of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having an unsecured, long-term credit rating of at least A- from S&P and a similar rating of at least A3 from Moody's, in a form acceptable to the issuing bank and SELLER, and containing customary and commercially reasonable terms acceptable to SELLER . Costs of a letter of credit shall be borne by CITY. Upon receipt of any replacement letter of credit by SELLER, SELLER shall as soon reasonably practical return the replaced letter of credit to the CITY.

3.5 Nature of CITY's obligation.

The obligations of CITY under this Agreement, which require the expenditure of funds, shall be conditional obligations, subject to the availability of funds appropriated for those purposes and payable out of the revenues received from the sale of electricity to CITY's retail customers, only when earned by or due SELLER in accordance with the provisions of this Agreement and shall not be construed to be general obligations of the City of Columbia or a debt of the City of Columbia within the meaning of the Constitution and the Law of the State of Missouri. CITY shall take reasonable steps to establish and maintain in effect a schedule of rates and charges that are expected to generate sufficient revenues to cover all of the costs CITY incurs to supply electricity to its customers, including but not limited to, the cost of procuring supply electricity to its customers under this Agreement. If, at any time, SELLER believes in good faith, based on an analysis that is reasonable under the circumstances that CITY's schedule of rates and charges will not generate sufficient revenues to cover all of the costs CITY expects to incur to supply electricity to its customers, including but not limited to the cost of procuring Energy under this Agreement, then SELLER has the right to request, in writing, adequate assurance in an amount to be determined in a commercially reasonable manner. Upon receipt of such written notice, CITY shall have ten (10) Business Days to respond to such request by providing such adequate assurance.

3.6 Source of CITY's Payments.

The obligation of the CITY to make payments to the SELLER under the terms of this Agreement shall be limited to the obligation to make payments from the revenues of the CITY's electric utility system and available electric utility system reserves. All payments made by the CITY pursuant to this Agreement shall constitute the operation and maintenance expenses of its electric

utility system. The CITY shall not be obligated to levy any taxes, general or special, for the purpose of paying to the SELLER any sum due under this Agreement.

ARTICLE 4
DATA, METERING AND MEASUREMENT

4.1 Metering Equipment.

(a) SELLER:

(i) Shall provide and maintain, at its cost, appropriate utility grade Meters and associated measuring and recording equipment that adhere to all applicable NEMA and ANSI standards that are necessary to permit an accurate determination of the quantities of the hourly Purchased Energy delivered under this Agreement;

(ii) Shall provide and maintain, at its cost, appropriate utility grade meters and associated measuring, recording, and communication equipment that adhere to all applicable MISO standards to qualify the Wind Project as a dispatchable intermittent renewable resource under MISO, or any other MISO requirements to qualify the Wind Project as a renewable resource under MISO;

(iii) Shall exercise reasonable care in the maintenance and operation of any such Meters and equipment so as to assure to the maximum extent reasonably practicable an accurate determination of the quantities of the hourly Purchased Energy delivered under this Agreement. SELLER's Primary Meter shall be located at the Delivery Point or on SELLER's side of the Delivery Point (with an adjustment for losses). Except as provided in Section 4.2, SELLER's Primary Meter shall be used for quantity measurements under this Agreement;

(iv) May install and operate at the Wind Projectcheck meters to measure Purchased Energy ("SELLER's Check Meters");

(v) Shall install, or cause to be installed, meters separate and distinct from the Meters for measuring any electric energy generated by SELLER or its Affiliates not constituting Energy, and SELLER shall ensure that Meters are used only to measure electric energy associated with the Wind Project, as defined on the Effective Date of the Agreement; and

(vi) SELLER shall comply with Good Utility Industry Practices and laws, and shall ensure that the Meters installed to effectuate the physical separation and separate metering, of a portion of the Wind Project comprised of only the Specified Turbines shall satisfy the provisions of Section 4.1 (a)(i)-(v).

(b) CITY may, at CITY's option and its sole cost and expense, install and operate at the Wind Project: (i) check meters to measure Purchased Energy ("CITY's Check Meters") and (ii) measuring equipment to measure and record meteorological data and wind data. SELLER shall

allow CITY, at CITY's expense and election, to install, connect, maintain, and operate data acquisition and communication equipment at the Site to obtain real time electronic meter and power measurement data for the purpose of verifying the amount of Purchased Energy delivered to the Delivery Point; provided that such data acquisition and communication equipment is installed in a location and manner agreed to by the Parties.

4.2 Measurement of Purchased Energy.

(a) Readings of SELLER's Primary Meter shall be conclusive as to the amount of Purchased Energy delivered to CITY hereunder; provided, however, that in the event, and for so long as, the SELLER's Primary Meter is out of service or is determined, pursuant to Section 4.3, to be registering inaccurately, measurement of Purchased Energy delivered hereunder shall be determined by:

(i) SELLER's Designated Check Meter, if installed; or

(ii) In the event that SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, CITY's Designated Check Meter if installed; or

(iii) In the event that (A) SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately and (B) CITY's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, the Interconnection Provider Meter; or

(iv) In the event that (A) SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, (B) CITY's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately and (C) Interconnection Provider Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, by making a mathematical calculation using the formula found in the definition of " Curtailed Energy" in Section 1.1 above; or

(v) In the event that (A) SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, (B) CITY's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, (C) Interconnection Provider Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately and (D) the Parties reasonably determine that the mathematical calculation using the formula found in the definition of "Curtailed Energy" in Section 1.1 above is not reliable as to the period over which SELLER's Primary Meter was out of service or registering inaccurately, the Parties shall promptly meet and negotiate in good faith a method for determining Purchased Energy that is fair and reasonable in the circumstances.

4.3 Testing and Correction.

(a) The accuracy of the of SELLER's Primary Meter and the SELLER's Designated Check Meter, if installed, shall be tested and verified by SELLER, or designated Agent, at least annually, at SELLER's cost and expense.

(b) The accuracy of the CITY's Designated Check Meter, if installed shall be tested and verified by CITY or designated Agent, at least annually, at CITY's cost and expense.

(c) Each Meter shall be accurate within a 0.3% variance.

(d) If, for any reason at any time during the Term, either Party disputes a Meter's accuracy or condition:

(i) The Party disputing the Meter's accuracy shall notify the other Party in writing;

(ii) The Party receiving such notice shall, within five (5) Days after receiving such notice, advise the other Party in writing as to its position concerning the Meter's accuracy and reasons for taking such position;

(iii) If the Parties mutually and reasonably determine that the Meter is registering outside the 0.3% variance provided for in paragraph (c) above, then such Meter shall be deemed to be registering inaccurately for purposes of Section 4.2 (a);

(iv) If, within fifteen (15) Days after receipt of the notice required by clause (ii) above with respect to a given Meter, the Parties are unable to mutually agree, through reasonable negotiations, on the accuracy or condition of such Meter, then either Party may submit such Dispute to an unaffiliated third-party certified meter testing company mutually acceptable to the Parties to test the Meter, and SELLER shall provide (or in the case of the Interconnection Provider Meter, SELLER shall use commercially reasonable efforts to cause the owner and/or operator of such Meter to provide) such third party reasonable access to the Wind Project for purposes of testing such Meter;

(v) Following the third-party testing of a Meter provided for in Section 4.3(d)(iv), should such Meter (including but not limited to the Interconnection Provider Meter) be found (in a report distributed to both Parties) to be registering within the permitted 0.3% variance, the disputing Party shall bear the cost of inspection and such Meter shall be deemed accurate for the purposes of calculating the Purchased Energy pursuant to Section 4.2;

(vi) Following the third-party testing of a Meter provided for in Section 4.3(d)(iv), should such Meter (including but not limited to the Interconnection Provider Meter) be found (in a report distributed to both Parties) to be registering outside the permitted 0.3% variance, the non-disputing Party shall bear the cost of inspection and such Meter shall be deemed not accurate for the purpose of calculating the Purchased Energy pursuant to Section 4.2;

(vii) Any repair or replacement of a Meter owned by SELLER shall be made at the expense of the SELLER as soon as practicable, based on the third-party testing

company's report. Any repair or replacement of a Meter owned by CITY shall be made at the expense of the CITY as soon as practicable, based on the third-party testing company's report; and

(viii) In event that the Parties mutually and reasonably determined that the Interconnection Provider Meter is registering outside the 0.3% variance provided for in paragraph (c) above, SELLER shall use commercially reasonable efforts to have such Meter tested further and repaired to correct such variance.

(e) If, upon testing, any of the Meters used to determine the amount of Purchased Energy is found to be in error by more than the permitted 0.3% variance, the payments for Purchased Energy made since the previous test of such Meter shall be adjusted to correspond to the corrected measurements, pursuant to Section 4.2. If the difference of the payments actually made by CITY minus the adjusted payment is a positive number, SELLER shall credit the difference to CITY on the next invoice issued by SELLER. If the difference is a negative number, CITY shall pay the difference to SELLER on the next invoice issued by SELLER. In either case, the Party paying or crediting such difference shall also pay or credit, as applicable, interest at the Interest Rate from the last date on which such Meter was tested and found to be accurate (but not to exceed six (6) months prior to the testing date) to the date that such Meter is adjusted to record properly and such payment or credit (including such interest) shall be made in accordance with Section 2.7.

4.4 Meter Data and Records.

(a) SELLER will use commercially reasonable efforts to obtain rights from Transmission Owner, on behalf of the CITY, to real time electronic meter and power measurement data for the purpose of verifying the amount of Purchased Energy delivered to the Delivery Point.

(b) SELLER shall provide CITY a report on the day immediately following the day that such data becomes available to SELLER, indicating SELLER's hourly delivery of Energy to Delivery Point for the prior day. SELLER's report of hourly Energy delivery shall be sent by either: (i) a file attached to an e-mail sent to CITY; (ii) a secure FTP site to which CITY is granted access; or (iii) other method mutually acceptable to the Parties. Such file shall use comma separated value (CSV) format, or such other mutually acceptable format.

(c) SELLER, on CITY's behalf, shall be responsible for all costs and responsibilities associated with submitting Meter data related to the Purchased Energy to the Energy Market.

(d) CITY or its agent shall have the right to be present whenever SELLER reads, cleans, changes, repairs, inspects, tests, calibrates, or adjusts any of SELLER's equipment used in measuring or checking the measurement of the amount of Energy delivered to the Delivery Point. SELLER shall give at least two (2) weeks notice to CITY in advance of calibrating the meters, and three (3) days notice to CITY in advance of taking other action that would materially affect the accuracy of the meter unless Good Utility Industry necessitate executing such action upon shorter notice or unless otherwise mutually agreed by SELLER and CITY. The records from the measuring equipment shall remain the property of SELLER, but, upon request, SELLER shall submit to CITY its records and charts, together with calculations therefrom, for inspection, verification and copying,

subject to return within ten (10) Days after receipt thereof. SELLER agrees to retain such records for not less than twenty-four (24) months after the expiration or termination of this Agreement.

(e) Seller shall provide CITY with its estimate of Energy generated by the Wind Project for the previous day on a daily basis via "File Transfer Protocol" or automated email, unless the Parties agree otherwise. Actual Energy generated by the Wind Project shall be finalized in the monthly invoice.

4.5 Wind Data And Other Records/Data. SELLER shall provide CITY access to a wind forecast and other information, data, documentation, and records reasonably related to the Wind Project. Measuring equipment is installed at the Wind Project, which has the capability of measuring and recording wind data 24 hours per day. CITY shall have the right, upon request to audit the wind data for the period of six hours prior to, during, and six hours after, the event which caused the necessity to calculate Curtailed Energy; provided that CITY shall hold all such data confidential pursuant to the terms of this Agreement.

ARTICLE 5
REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 SELLER's Representations and Warranties.

(a) SELLER represents and warrants as follows:

(i) SELLER is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Delaware, and authorized to conduct business in Iowa;

(ii) SELLER has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

(iii) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by SELLER with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval (except for those approvals set forth in Sections 3.2 and 7.1 and approval by its board of directors (or equivalent governing body)) that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of SELLER or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which SELLER is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(iv) With the exception of the actions set forth in Sections 3.2 and 7.1 and approval by its board of directors (or equivalent governing body), SELLER has taken all such action

as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

(v) There are no bankruptcy, insolvency, reorganization or receiverships pending or being contemplated by SELLER or SELLER's parent, or to its knowledge threatened against SELLER;

(vi) To the SELLER's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect SELLER's ability to perform its obligations under this Agreement; and

(vii) This Agreement is a legal, valid and binding obligation of SELLER enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's right or by the exercise of judicial discretion in accordance with general principles of equity.

5.2 CITY's Representations and Warranties.

(a) CITY represents and warrants as follows:

(i) CITY is a municipality, duly organized, validly existing, and in good standing under the laws of the State of Missouri;

(ii) CITY has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

(iii) CITY has taken all action required by Applicable Law in order to approve, execute and deliver this Agreement;

(iv) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by CITY with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval (except for those approvals set forth in Section 7.3) that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of CITY or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which CITY is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(v) With the exception of the actions set forth in Section 7.3, CITY has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

(vi) There are no bankruptcy, insolvency, reorganization or receiverships pending or being contemplated by CITY, or to its knowledge threatened against CITY;

(vii) To the CITY's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect CITY's ability to perform its obligations under this Agreement; and

(viii) This Agreement is a legal, valid and binding obligation of CITY enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.

5.3 SELLER's Covenants. SELLER covenants that (a) from the Commencement Date through the expiration or termination of this Agreement, (i) the Wind Project shall be owned, operated and maintained by SELLER or permitted assignee in accordance with this Agreement, Good Utility Industry Operating Practices and Applicable Laws and (ii) SELLER shall use Good Utility Industry Operating Practices and best efforts to maintain an aggregate capacity of all Turbines installed at the Wind Project, prior to the Project Separation Date, at no less than 66 MW, and on and after the Project Separation Date, at no less than 21 MW, and (b) it shall use reasonable efforts to cause its employees to comply with the Occupational Safety and Health Act, and the rules promulgated thereunder by the U.S. Department of Labor, and all applicable Iowa statutes and regulations affecting job safety, provided that SELLER's failure to comply with the requirements of this Section 5.3(b) shall not provide CITY with the right to terminate this Agreement. SELLER covenants not to support, and to cooperate with CITY in opposing, any action of any regulatory body having jurisdiction thereover that could result in the modification or vitiation of any of the terms or conditions hereof or have any other material adverse effect on this Agreement.

5.4 CITY's Covenants. CITY covenants that: (i) from the date hereof through the expiration or termination of this Agreement, CITY shall comply with this Agreement and Applicable Laws.

ARTICLE 6
INDEMNIFICATION AND INSURANCE

6.1 General Indemnity.

(a) Scope of Indemnity. Subject to the provisions of Section 8.9 ("Waiver of Certain Damages"), each Party hereby protects, defends, indemnifies and holds harmless the other Party, its Affiliates, directors, officers, and employees, from and against all claims, demands, causes of action, judgments, liabilities and associated costs and expenses (including reasonable attorney's fees) arising from property damage, bodily injuries or death suffered by any third party Person (including, without limitation, employees of CITY) related to, arising from, or connected to the performance by the indemnifying party of its obligations hereunder, except to the extent that an act or omission of the indemnitee contributed to the loss, injury or property damage.

(b) Indemnification Procedure. The indemnitor, upon the other Party's request, shall defend any suit asserting a claim covered by this indemnity and shall pay its costs, subject to apportionment in the event of the indemnitee's comparative fault, including reasonable legal fees, that may be incurred by the other Party in enforcing this indemnity, provided that the indemnitor shall be entitled, at its option, to assume and control the defense with reasonable input from the indemnitee and any settlement of such suit shall first be submitted to the indemnitee for prior approval. If indemnitee fails to approve a settlement proposed by indemnitor, indemnitor may settle such claim on its behalf only, without relinquishing any rights of indemnitee. If indemnitee fails to approve any such settlement, indemnitor shall thereafter have no further obligations or liability to indemnitee in connection with such settled claim.

(c) Survival. Each indemnity set forth in this Article 6 is a continuing obligation, separate and independent of the other obligations of each Party and survives the expiration or termination hereof. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

6.2 Insurance. (a) SELLER, at its own cost and expense, shall maintain and keep in full force and effect from the date hereof through the later of the date of expiration or termination of the Agreement, the following insurance coverage:

(i) Workers' Compensation Insurance for statutory obligations imposed by applicable state laws, and Employer's Liability Insurance with a minimum limit of one million dollars ($1,000,000) for disease and injury to employees; and

(ii) Commercial General Liability Insurance, including premises and operations, bodily injury, broad form property damage, products/completed operations, contractual liability and independent contractors protective liability all with minimum combined single limit liability of five million dollars ($5,000,000).

(b) All insurance policies required to be obtained hereunder shall provide insurance for occurrences from the date hereof through the later of the expiration or termination hereof. The CITY, its officers, agents and employees shall be named as additional insured on all insurance policies required by the specifications hereunder to be purchased by the SELLER. All insurance coverage required by this Agreement shall be issued by an insurer with an A.M. Best's rating of not less than "A-" or such other insurer as is reasonably acceptable to CITY.

(c) SELLER shall require its insurer(s) to endeavor to notify the CITY of any material change in, or cancellation of, the insurance required by this Section 6.1 at least thirty (30) Days prior to the effective date of such change or cancellation except in the case of non-payment of premiums in which case the notice shall be ten (10) Days. Within fifteen (15) Days after the date hereof, SELLER shall provide to the CITY and thereafter maintain with the CITY a current certificate of insurance verifying the existence of the insurance coverage required by this Agreement.

ARTICLE 7
GOVERNMENT APPROVALS

7.1 Government Approvals - SELLER's Obligation. Except with respect to governmental approvals, licenses and permits that may be required to allow CITY to perform its obligations hereunder or as otherwise specified hereunder (all of which shall be obtained and maintained by CITY at its sole cost), SELLER shall secure and maintain, at no cost to CITY, all governmental approvals, permits (including environmental permits), licenses, easements, rights-of-way, releases and other approvals necessary for the construction, engineering, operation and maintenance of the Wind Project, and the performance by SELLER of its obligations hereunder.

7.2 Assistance. At SELLER's request, CITY shall use reasonable efforts to assist SELLER in obtaining and retaining such permits, licenses, releases and other approvals as are necessary for the operation and maintenance of the Wind Project, and the performance by SELLER of its obligations hereunder. At CITY's request, SELLER shall use reasonable efforts to assist CITY in obtaining and retaining such permits, licenses, releases and other approvals as are necessary for the performance by CITY of its obligations hereunder. Each Party shall reimburse the other Party for out-of-pocket costs reasonably incurred by such other Party in rendering assistance under this Section 7.2.

7.3 Government Approvals – CITY's Obligation. CITY shall secure and maintain, at no cost to SELLER, all government registrations, approvals, permits, licenses, easements, rights of way, releases and other approvals necessary for the performance by CITY of its obligations hereunder, if any. At CITY's request, SELLER shall use commercially reasonable efforts to assist CITY in obtaining and retaining such government approvals, permits, licenses, releases and other approvals necessary for the performance by CITY of its obligations hereunder, if any. Each Party shall reimburse the other Party for out-of-pocket costs reasonably incurred by such other Party in rendering assistance under this Section 7.3.

ARTICLE 8
MISCELLANEOUS

8.1 Confidential Information.

(a) The Parties have and will develop certain information, processes, know-how, techniques and procedures concerning the Wind Project, that they consider confidential and proprietary (the "Confidential Information"). Notwithstanding the confidential and proprietary nature of such Confidential Information, the Parties (each, the "Disclosing Party") may make such Confidential Information available to the other (each, a "Receiving Party") subject to the provisions of this Section 8.1.

(b) Upon receiving or learning of Confidential Information, the Receiving Party shall:

(i) Treat such Confidential Information as confidential and use reasonable care not to divulge such Confidential Information to any third party except as required by law, subject to the restrictions set forth below;

(ii) Restrict access to such Confidential Information to only those of its employees, directors, agents or third party contractors who need to know it, and for the purposes of this Agreement who shall be bound by the terms of this Section 8.1; and

(iii) Use such Confidential Information solely for the purpose of developing the Wind Project, and for purposes of this Agreement.

(c) The restrictions of this Section 8.1 do not apply to:

(i) Release of this Agreement or any part or summary hereof to any Governmental Entity required for obtaining any approval or making any filing pursuant to Sections 3.2, 7.1 or 7.3, provided that (a) each Party agrees to cooperate in good faith with the other to maintain the confidentiality of the provisions of this Agreement by requesting confidential treatment with all filings to the extent appropriate and permitted by Applicable Law and (b) the Receiving Party, shall provide reasonable notice to the Disclosing Party, prior to disclosure (if not prevented by law), of the time and scope of the intended disclosure in order to provide the Disclosing Party an opportunity to obtain a protective order or otherwise seek to prevent, limit the scope of, or impose conditions upon such disclosure;

(ii) Information which is, or becomes, publicly known or available other than through the action of the Receiving Party in violation of this Agreement;

(iii) Information which is in the possession of the Receiving Party prior to receipt from the Disclosing Party or which is independently developed by the Receiving Party prior to the date hereof, provided that the Person or Persons developing such information have not had access to any Confidential Information;

(iv) Information which is received from a third party which is not known (after due inquiry) by Receiving Party to be prohibited from disclosing such information pursuant to a contractual, fiduciary or legal obligation; and

(v) Information which is, in the reasonable opinion of counsel of the Receiving Party, required to be disclosed pursuant to Applicable Law; the Receiving Party shall provide reasonable notice to the Disclosing Party of the time and scope of the intended disclosure.

(d) Notwithstanding the foregoing, SELLER may disclose Confidential Information to the Lenders and any other financial institutions expressing an interest in providing equity or debt financing or refinancing and/or credit support to SELLER, and the agent or trustee of any of them.

(e) Neither Party shall issue any press or publicity release, other than information that is, in the reasonable written opinion of counsel to the Disclosing Party, required to be distributed or disseminated pursuant to Applicable Law (provided that the Disclosing Party has given notice to, and an opportunity to prevent disclosure by, the other Party as provided in Section 8.1(c)(v)), concerning this Agreement or the participation of the other Party in the transactions contemplated hereby without the prior written approval of the other Party. This provision shall not prevent the Parties from releasing information which is required to be disclosed in order to obtain permits,

licenses, releases and other approvals relating to the Wind Project, or as are necessary in order to fulfill such Party's obligations under this Agreement.

(f) The obligations of the Parties under this Section 8.1 shall remain in full force and effect for three (3) years following the expiration or termination of this Agreement.

8.2 Successors and Assigns; Assignment.

(a) This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party.

(b) Notwithstanding the foregoing, no consent shall be required for:

(i) Any assignment of this Agreement by SELLER to any Lenders as collateral security for obligations under the financing documents entered into with such Lenders;

(ii) Any assignment by the Lenders to a third party after the Lenders have exercised their foreclosure rights with respect to this Agreement or the Wind Project;

(iii) Any assignment or transfer of this Agreement by SELLER to an Affiliate of SELLER provided that SELLER remains liable for the obligations hereunder;

(iv) Any assignment or transfer of this Agreement by SELLER or CITY to a Person succeeding to all or substantially all of the assets of such Party, provided that such Person's creditworthiness is equal to or better than that of such Party, as reasonably determined by the non-assigning Party, and provided further that such Person must have the technical expertise and capability (or must have retained such technical expertise and capability) to perform such Party's obligations under this Agreement, as reasonably determined by the non-assigning Party; or

(v) Any assignment or transfer of this Agreement by CITY to an Affiliate, provided that CITY remains liable for the obligations hereunder.

(c) CITY acknowledges that upon an event of default under any financing documents relating to the Wind Project, any of the Lenders may (but shall not be obligated to) assume, or cause its designee or a new lessee or purchaser of the Wind Project, to assume, all of the interests, rights and obligations of SELLER thereafter arising under this Agreement.

(d) If the rights and interests of SELLER in this Agreement shall be assumed, sold or transferred as herein provided, and the assuming party shall agree in writing to be bound by and to assume, the terms and conditions hereof and any and all obligations to CITY arising or accruing hereunder from and after the date of such assumption, then SELLER shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and CITY shall continue this Agreement with the assuming SELLER as if such Person had been named as SELLER under this Agreement; provided, however, if a Lender assumes this Agreement as provided herein, CITY acknowledges and agrees that such Lender shall not be personally liable for the performance of such obligations hereunder except to the extent of all of

Lender's right, title and interest in and to the Wind Project. Notwithstanding any such assumption by any of the Lenders or a designee thereof, SELLER shall not be released and discharged from and shall remain liable for any and all obligations to CITY arising or accruing hereunder prior to such assumption.

(e) If the rights and interests of CITY in this Agreement shall be assumed, sold or transferred in accordance with the terms of this Agreement, and the assuming party shall agree in writing to be bound by and to assume, the terms and conditions hereof and any and all obligations to SELLER arising or accruing hereunder from and after the date of such assumption, then CITY shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and SELLER shall continue this Agreement with the assuming party as if such Person had been named as CITY under this Agreement.

(f) The provisions of this Section 8.2 are for the benefit of the Lenders as well as the Parties hereto, and shall be enforceable by the Lenders as express third party beneficiaries hereof. CITY hereby agrees that none of the Lenders, nor any bondholder or participant for whom they may act or any trustee acting on their behalf, shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of SELLER or shall have any obligation or liability to CITY with respect to this Agreement except to the extent any of them becomes a party hereto pursuant to this Section 8.2.

8.3 Financing Liens.

(a) SELLER, without approval of CITY, may, by security, charge or otherwise encumber its interest under this Agreement for the purposes of financing the development, construction and/or operation of the Wind Project, and the SELLER's Interconnection Facilities.

(b) Within ten (10) Business Days of making such encumbrance, SELLER shall notify CITY in writing of the name, address, and telephone and facsimile numbers of each Lender to which SELLER's interest under this Agreement has been encumbered. Such notice shall include the names of the account managers or other representatives of the Lenders to whom all written and telephonic communications may be addressed.

(c) After giving CITY such initial notice, SELLER shall promptly give CITY notice of any change in the information provided in the initial notice or any revised notice.

(d) If SELLER encumbers its interest under this Agreement as permitted by this Section 8.3, the following provisions shall apply:

(i) The Parties, except as provided by the terms of this Agreement, shall not modify or cancel this Agreement without the prior written consent of the Lenders;

(ii) The Lenders or their designees shall have the right, but not the obligation, to perform any act required to be performed by SELLER under this Agreement to prevent or cure an Event of Default by SELLER and such act performed by the Lenders or their designees shall be as effective to prevent or cure an Event of Default as if done by SELLER;

(iii) CITY shall upon request by SELLER execute statements certifying that this Agreement is unmodified (or, modified and stating the nature of the modification), in full force and effect and the absence or existence (and the nature thereof) of then known Events of Default hereunder by SELLER and documents of consent to such assignment to the encumbrance and any assignment to such Lenders, provided, upon the receipt of a written request from SELLER or any Lender, CITY shall execute, or arrange for the delivery of, such certificates, opinions and other documents, provided, that in responding to any such request, CITY shall have no obligation to provide any consent, or enter into any agreement, that materially adversely affects any of CITY's rights, benefits, risks and/or obligations under this Agreement. SELLER shall reimburse, or shall cause the Lender to reimburse, CITY for expenses as may be reasonably necessary in order for SELLER to consummate any financing or refinancing; and

(iv) Upon the receipt of a written request from SELLER or any Lender, CITY shall execute, or arrange for the delivery of, such certificates, opinions and other documents at the SELLER's or Lender's expense as may be reasonably necessary in order for SELLER to consummate any financing or refinancing of the Wind Project or any part thereof, and will enter into reasonable agreements with such Lender, including a consent to assignment in a form reasonably acceptable to Lender, provided, upon the receipt of a written request from SELLER or any Lender, CITY shall execute, or arrange for the delivery of, such certificates, opinions and other documents, provided, that in responding to any such request, CITY shall have no obligation to provide any consent, or enter into any agreement, that materially adversely affects any of CITY's rights, benefits, risks and/or obligations under this Agreement. SELLER shall reimburse, or shall cause the Lender to reimburse, CITY for expenses as may be reasonably necessary in order for SELLER to consummate any financing or refinancing. Said agreements will grant certain rights to the Lenders as more fully developed and described in such documents, including (a) this Agreement shall not be terminated (except for termination pursuant to the terms of this Agreement) without the consent of Lender, which consent is not to be unreasonably withheld or delayed, (b) Lenders shall be given notice of, and the opportunity to cure as provided in Section 3.3(d), any breach or default of this Agreement by SELLER, (c) that if the Lender forecloses, take a deed in lieu of foreclosure or otherwise exercise its remedies pursuant to any security documents, then (1) CITY shall, at Lender's request, continue to perform all of its obligations hereunder, and Lender or its nominee may perform in the place of SELLER, and may assign this Agreement to another Person in place of SELLER, (2) Lender shall have no liability under this Agreement except during the period of such Lender's ownership or operation of the Wind Project, and (3) that CITY shall accept performance in accordance with this Agreement by Lender or its nominee, and (d) that CITY shall make representations and warranties to Lender as Lender may reasonably request with regard to (1) CITY's existence, (2) CITY's authority to execute, deliver and perform this Agreement, (3) the binding nature of the document evidencing CITY's consent to assignment to Lender and this Agreement on CITY and (4) receipt of regulatory approvals by CITY with respect to its execution and performance under this Agreement.

8.4 Notices. Each notice, request, demand, statement or routine communication required or permitted under this Agreement, or any notice or communication that either Party may desire to deliver to the other, shall be in writing and shall be considered delivered effective: (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email. Each such notice must be addressed to the other Party at its address indicated below or at such other address and by means as

either Party may designate for itself in a written notice to the other Party in accordance with this Section 8.4.

If to SELLER: Crystal Lake Wind III, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attn: Business Manager
Telephone: (561) 304-5076
Facsimile: (561) 304-5840

With copies of all notices relating to Events of Default, termination and other legal notices to:

NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attn: General Counsel
Telephone: (561) 304-5674
Facsimile: (561) 691-2988

If to CITY: City of Columbia
Attention: Tad Johnsen, Director of Water and Light
P.O. Box 6015
Columbia, Missouri 65205
Email: TAJOHNSE@GoColumbiaMo.com

SELLER must send all invoices to:
City of Columbia
Attn: Jim Windsor
P.O. Box 6015
Columbia, Missouri 65205
Email: JRW@GoColumbiaMo.com

8.5 Force Majeure. The performance of any obligation required hereunder shall be excused during the continuation of any Force Majeure event suffered by the Party whose performance is hindered in respect thereof, and the time for performance of any obligation that has been delayed due to the occurrence of a Force Majeure event. The Party experiencing the delay or hindrance shall use reasonable efforts to immediately notify the other Party in writing describing in detail the occurrence of such Force Majeure event and the anticipated period of delay, but in no event shall the notification take longer than three (3) days after the commencement of the Force Majeure event, provided that the failure of the Party experiencing the delay or hindrance to notify the other Party within such three (3) Day period shall not preclude such Party from claiming a Force Majeure event hereunder. In any event the Party claiming Force Majeure shall provide detailed written notice of Force Majeure to the other Party prior to making a claim against the other Party for default. Each Party suffering a Force Majeure event shall take, or cause to be taken, such action as

may be necessary to overcome or otherwise to mitigate, in all material respects, the effects of any Force Majeure event suffered by either of them and to provide written notice to the other Party of such actions, and to resume performance hereunder as soon as practicable under the circumstances.

8.6 Amendments. This Agreement shall not be modified nor amended unless such modification or amendment shall be in writing and signed by authorized representatives of both Parties.

8.7 Audit. Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement including amounts of Purchased Energy and Curtailed Energy. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Late Payment Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twenty four (24) months from the rendition thereof, and thereafter any objection shall be deemed waived.

8.8 Waivers. Failure to enforce any right or obligation by any Party with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter nor to any other matter. Any waiver by any Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing. Such waiver shall not be deemed a waiver with respect to any subsequent default or other matter.

8.9 Waiver of Certain Damages. Notwithstanding any other provision of this Agreement (except to the extent indemnification payments are made pursuant to Section 6.1 as a result of an indemnified Person's obligation to pay special, indirect, incidental, punitive or consequential damages to a third party (excluding either Party's Affiliates, officers, directors, shareholders or members) as a result of actions included in the protection afforded by the indemnification set forth in Section 6.1 and except as otherwise provided in Sections 2.4 and 2.5), neither CITY nor SELLER (nor any of their Affiliates, contractors, consultants, officers, directors, shareholders, members or employees) shall be liable for special, indirect, incidental, punitive or consequential damages under, arising out of, due to, or in connection with its performance or non performance of this Agreement or any of its obligations herein, whether based on contract, tort (including, without limitation, negligence), strict liability, warranty, indemnity or otherwise.

8.10 Survival. Notwithstanding any provisions herein to the contrary, the obligations set forth in Sections 8.1 and 8.9, the indemnity obligations set forth in Article 6, and the limitations on liabilities set forth herein shall survive (in full force) the expiration or termination of this Agreement.

8.11 Severability. If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void, all other terms of the Agreement shall remain in effect; provided that the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any Applicable Law and the intent of the Parties.

8.12 Standard of Review. Absent the agreement of the Parties to the proposed change, the standard of review for changes to this Agreement proposed by a Party, a Person or the Federal Energy Regulatory Commission acting sua sponte shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine), unless overruled.

8.13 Governing Law And Venue. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of the federal courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

8.14 [Intentionally Deleted]

8.15 Waiver of Trial by Jury. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

8.16 Disputes. In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement (collectively, a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations between the Parties. If such consultations do not result in a resolution of the Dispute within fifteen (15) days after notice of the Dispute has been delivered to either party, then such Dispute shall be referred to the senior management of the Parties for resolution. If the Dispute has not been resolved within fifteen (15) days after such referral to the senior management of the Parties, then either Party may pursue all of its remedies available hereunder.

8.17 No Third-Party Beneficiaries. Except as set forth in Article 6 and in Sections 8.2, 8.3 and 8.9, this Agreement is intended solely for the benefit of the Parties hereto and nothing contained herein shall be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement.

8.18 No Agency. Except with respect to SELLER acting as Market Participant for CITY, and only to the extent that SELLER acting as Market Participant for CITY constitutes an agency relationship pursuant to the rules and procedures of the Transmission System Operator, this Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability

upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.19 Cooperation. The Parties acknowledge that they are entering into a long term arrangement in which the cooperation of both of them will be required.

(a) In the event that, at any time during the Term, any of the following occurs the effect of which is that the benefits and burdens of this Agreement are no longer as contemplated by the original intentions of the Parties, the Parties shall use their commercially reasonable efforts to reform or, if required by Applicable Law, with respect to CITY, or the board of directors (or equivalent governing body) of SELLER, amend this Agreement in order to give effect to the original intentions of the Parties regarding the appropriate allocation of benefits and burdens to each Party:

(i) if any Governmental Entity levies or otherwise imposes a tax on the sale or purchase of Energy and or Credits ("Transfer Taxes") that was not in effect as of the Effective Date, regardless of whether such Transfer Taxes are imposed on CITY or SELLER, but excluding in all events taxes based on or measured by net income; or

(ii) the applicable Transmission System Operator or Transmission System Operator Tariff is changed in a manner that materially adversely affects SELLER or CITY; or

(iii) if an applicable regional reliability council issues a directive, rule or regulation that materially adversely affects SELLER or CITY.

(b) With respect to Section 8.19(a)(ii) or (a)(iii), no Party is obligated to agree to a change in the Fixed Rate.

(c) With respect to Section 8.19(a)(i), the Parties acknowledge that there are currently no known Transfer Taxes that would apply to either CITY or SELLER and that the Fixed Rate is based upon this fact. Should any Governmental Entity levy or otherwise impose a tax on the sale or purchase of Energy and or Credits that was not in effect as of the Effective Date, the Parties shall negotiate and these negotiations may result in an amendment to the contract which includes an appropriate adjustment in the Fixed Rate.

8.20 Further Assurances. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 8.20.

8.21 Good Faith. The Parties shall act in accordance with principles of good faith and fair dealing in the performance of this Agreement.

8.22 Services Contract. The Parties intend that this Agreement be a "service contract" within the meaning of Section 7701(e)(3) of the Code, and the Parties shall not take any position inconsistent with such treatment. Without limiting the foregoing, neither CITY nor any party related to CITY shall have the right or be deemed to operate the Wind Project for purposes of

Section 7701(e)(4)(A)(i) of the Code. Notwithstanding any provision to the contrary under this Agreement, neither CITY nor any party related to CITY shall (a) bear or be deemed to bear any significant financial burden if there is nonperformance by SELLER under this Agreement, as the phrase "any significant financial burden if there is nonperformance" is used in Section 7701(e)(4)(A)(ii) of the Code; or (b) be deemed to receive any significant financial benefit if the operating costs of the Wind Project are less than the standard of performance and/or operation set forth in this Agreement, as the phrase "significant financial benefit if the operating costs of the Wind Project are less than the standards of performance or operation" is used in Section 7701(e)(4)(A)(iii) of the Code.

8.23 Captions; Construction. All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the content or scope of this Agreement. Any term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

8.24 Employment of Unauthorized Aliens Prohibited. SELLER agrees to comply with Missouri State Statute Section 285.530 in that SELLER shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, SELLER shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. SELLER shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8.25 Entire Agreement

This Agreement shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement.

8.26 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement in the manner appropriate to each on the date set forth above.

CRYSTAL LAKE WIND III, LLC

By: _____

Name: TJ Tuscai

Title: President

ATTEST:

_____

Signature

Name: Chuck Schultz

Title: Secretary

CITY OF COLUMBIA, MISSOURI

By: _____

Mike Matthes, City Manager

ATTEST:

_____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____

Fred Boeckmann, City Counselor

EXHIBIT "A"

DESCRIPTION OF WIND PROJECT

SELLER has built and will own and operate a Wind Project with a capacity rating of 66 MW. The Wind Project is located in Hancock and Winnebago Counties, Iowa. The Wind Project will generate electrical power that will be sold wholesale.

The Wind Project consists of:

- 44 GE wind turbine generators ("Turbines") on tubular steel towers. Each individual Turbine has a capacity rating of 1.5 MW.
- A network of several miles of low profile, gravel field roads providing access to the Turbines.
- Electrical transformation equipment located at the Wind Project.
- An underground and aboveground electric cable collection system to carry electricity to the substation.
- An underground and aboveground fiber-optic data collection system.
- Maintenance/field office(s).

Nothing in this Exhibit "A" is intended to either (i) limit the right of SELLER to make any changes to the Wind Project it elects to undertake that are consistent with this Agreement, or (ii) grant any rights to CITY regarding the description, nature or components of the Wind Project.

EXHIBIT "B"

INTERCONNECTION DIAGRAM AND DELIVERY POINT PRIOR TO PROJECT SEPARATION AND COMMERCIAL MODEL CHANGE

The Wind Project is connected to the ITC Midwest Lime Creek Substation via a 5 mile 59 KV transmission line and a 38 mile 161 KV transmission line. The Delivery Point is the commercial pricing node in the MISO model called ALTW.CRYSTAL3 (or its successor), which node is located at the high side of the bus at the Lime Creek Substation.

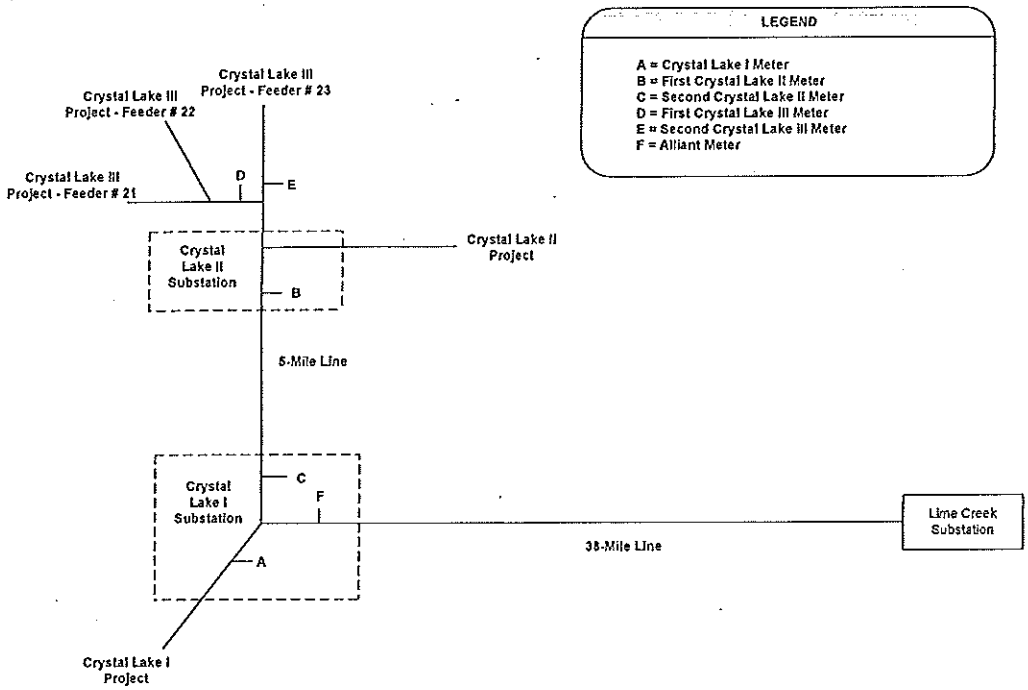

EXHIBIT "C"

NEXTERA ENERGY POWER MARKETING, INC.

RENEWABLE ATTESTATION FORM

I. Facility information

Name of Generation Facility ("Facility"):

_____

Company or Person that Owns Facility ("SELLER"):

_____

Address of Facility:

_____

_____

North American Electricity Reliability Corporation (NERC) region in which Facility is located[1]:

_____

Facility ID Number[2]: _____ EIA or QF? (circle one) Capacity (MW):

_____

Date Facility was First Operational: ___/___/___ Date of Capacity Upgrade or Repowering[3]:___/___/___

Contact Person: _____

Title: _____

Telephone: _____

Email Address: _____

---

[1] If you are unsure of which region Facility is in, see http://www.nerc.com/regional/

[2] Enter Energy Information Administration (EIA) identification number for the generating facility; if no EIA number, enter the utility-assigned Qualifying Facility (QF) identification number.

[3] If applicable, Repowered facilities must meet Green-e's criteria for repowering, available at http://www.green-e.org/docs/Repowering_Defin_and_Intstructions.doc

II. Renewable Electricity or RECs[4] supplied to CITY indicated below, by fuel type

III. Declaration

I, (print name and title) _____, declare that the (indicate with "x") ____ electricity bundled with renewable attributes / ____ renewable attributes only[5] listed above were sold exclusively from SELLER to _____ ("CITY").

I further declare that:

1) all the renewable attributes (including CO2 benefits), including any emissions offsets, reductions or claims, represented by the renewable electricity generation listed above were transferred to CITY;

2) to the best of my knowledge, the renewable attributes were not sold, marketed or otherwise claimed by a third party other than CITY;

3) SELLER sold the renewable attributes only once;

4) the renewable attributes or the electricity that was generated with the attributes was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate by SELLER, nor to the best of my knowledge, by any other entity other than CITY; [6]

5) the renewable electricity sold or electricity associated with the attributes sold was not used on-site for powering electric generation equipment (parasitic load);

6) if CITY is receiving electricity bundled with renewable attributes from SELLER, the renewable electricity was delivered into the NERC region in which Facility is located;

7) if Facility is located in Canada, it is EcoLogo certified and was throughout the Period of Generation; and

8) the electricity that was generated with the attributes was not separately sold, separately marketed or otherwise separately represented as renewable energy by SELLER, or, to the best of my knowledge, any other entity other than CITY.

Please indicate the following:

Is Facility owner reporting its direct greenhouse gas emissions in a legally binding cap and trade program for the time period of generation listed on this form?

---

[4] Renewable Energy Certificates, which represent the renewable attributes of 1 MWh of renewable electricity generation.

[5] If selling renewable attributes to CITY without electricity, please fill in the name of the load serving entity buying the undifferentiated electricity, if applicable at the bottom of this page.

[6] Renewable attributes used by CITY for any of the purposes listed in 4) are ineligible for Green-e certification.

Yes;[7] list the cap and trade program: _____

No

If SELLER is providing only RECs to CITY and selling the associated electricity to a utility or load-serving entity, please write the name of the utility or load-serving entity here:

_____

Check box if sale is part of a Qualifying Facility (QF) Facility

As an authorized agent of SELLER, I attest that the above statements are true and correct.

_____ _____

Signature Date

_____

Place of Execution

This Form is used by the Center for Resource Solutions to verify the accuracy of claims made by retail marketers. The information on this form is held strictly confidential and will not be shared with any other party except in aggregate form.

[7] In this case the renewable energy or RECs reported on this form may be ineligible for Green-e certification. For more information, contact Green-e Staff at 415-561-2100.

EXHIBIT "D"

SPECIFIED TURBINES

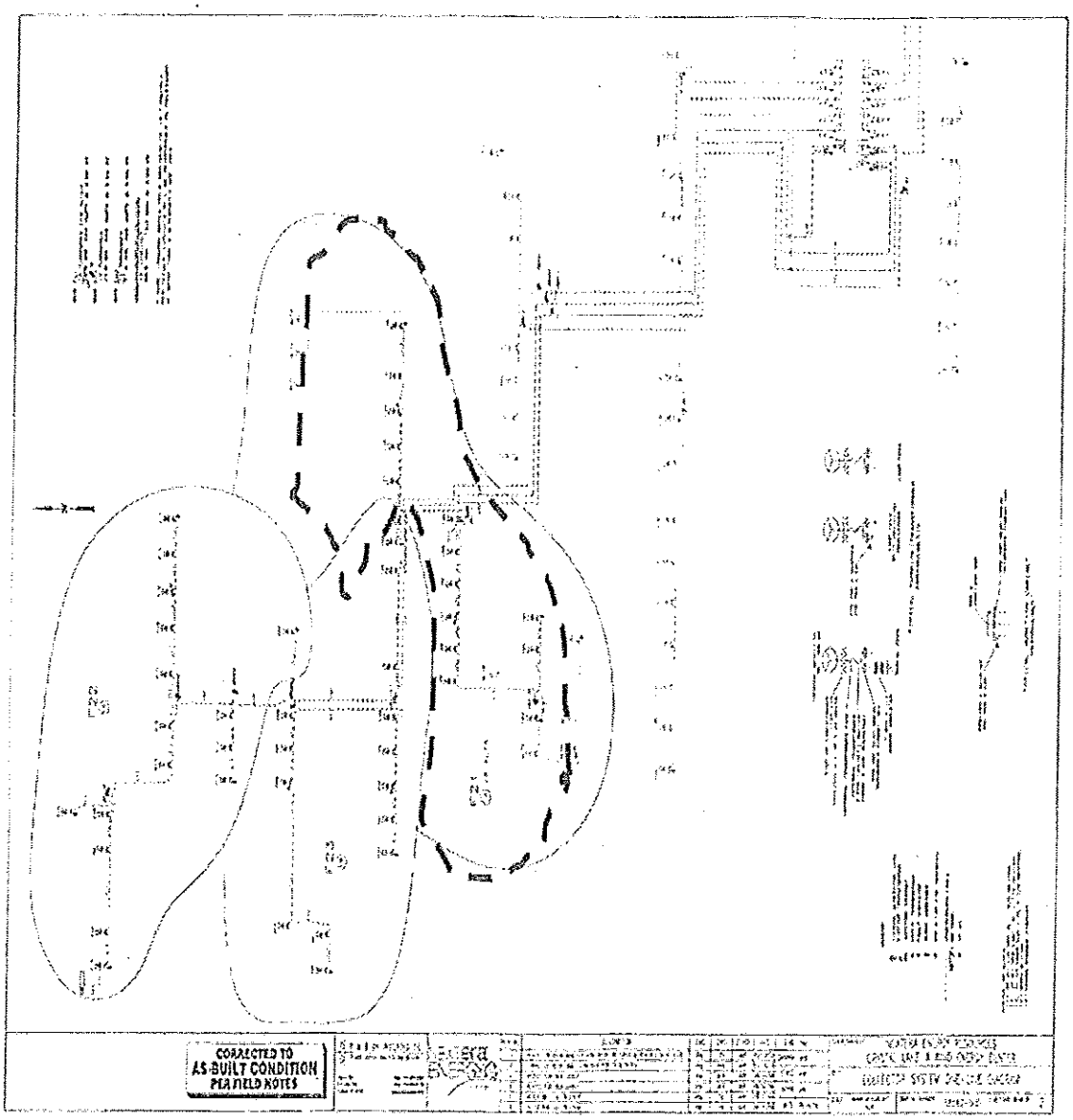

Exhibit "E"

INTERCONNECTION DIAGRAM AND DELIVERY POINT AFTER PROJECT SEPARATION AND COMMERCIAL MODEL CHANGE

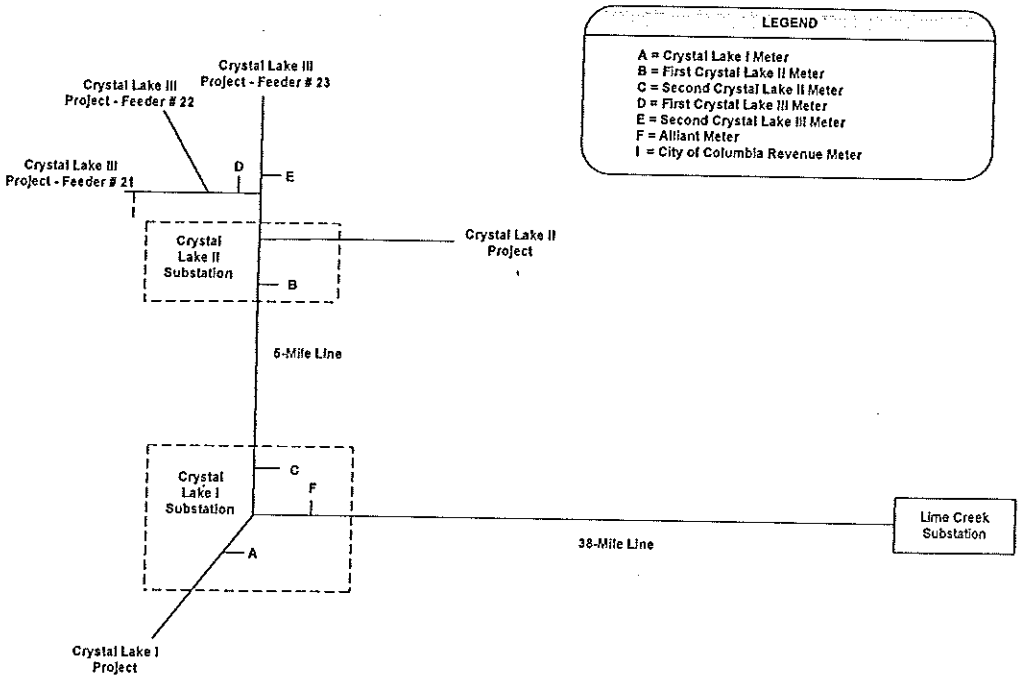

Exhibit 4

AMENDMENT NO. 1 TO POWER PURCHASE AGREEMENT

This Amendment No. 1 to Power Purchase Agreement (this "Amendment"), is made and entered into as of this 6th day of ~~September~~ October 2020, by and between City of Columbia, a Missouri municipality ("CITY") and Crystal Lake Wind III, LLC, a Delaware limited liability company ("SELLER", together with City, the "Parties", individually, a "Party").

WITNESSETH:

WHEREAS, the Parties entered into that certain Power Purchase Agreement, dated December 6, 2016 (the "Agreement") which is attached hereto as Exhibit 1; and

WHEREAS, the Parties have agreed to amend the Agreement as set forth in this Amendment; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Section 1.1 – *Definitions*** of the Agreement shall be amended as follows:

1.1. Insert the following new definition of ***"After-Tax Basis"*** after the definition of ***"Affiliate"***:

> ***"After-Tax Basis"*** shall mean, with respect to any payment received or deemed to have been received by any Person, the amount of such payment (the "Base Payment") supplemented by a further payment (the "Additional Payment") to such Person so that the sum of the Base Payment plus the Additional Payment shall, after deduction of the amount of all taxes required to be paid by such Person in respect of the receipt or accrual of the Base Payment and the Additional Payment (taking into account any current or previous credits or deductions arising from the underlying event giving rise to the payment, the Base Payment and the Additional Payment), be equal to the amount required to be received. Such calculations shall be made on the assumption that the recipient is subject to Federal income taxation at the highest applicable statutory rate applicable to corporations for the relevant period or periods, is subject to state and local income taxation at the highest applicable statutory rates applicable to corporations doing business in Iowa and shall take into account the deductibility (for Federal income tax purposes) of state and local income taxes.

1.2. Insert the following new definition of ***"Change in Tax Law"*** after the definition of ***"Calculation Year"***:

"Change in Tax Law" means (a) a bill that has been enacted into law, (b) any change in or amendment to the Internal Revenue Code, (c) any change in the interpretation of the Internal Revenue Code by a decision of the United States Tax Court, United States District Court, United States Court of Appeals or United States Supreme Court, or (d) any binding guidance, notice, announcement or regulation issued by the United States Department of the Treasury, the Internal Revenue Service or any other governmental authority that applies to taxpayers, solely to the extent that any of the events described in clauses (a) through (d) occurs after the date hereof but prior to December 31, 2021, and materially and adversely affects (i) the applicable depreciation or amortization periods, methods, amounts or conventions for the SELLER or the Wind Project, or (ii) the availability or projected amount of Production Tax Credits or other tax benefits.

1.3. Delete the definition of ***"Curtailed Energy Credit"*** in its entirety and insert the following in lieu thereof:

"Curtailed Energy Credit" or ***"CEC"*** shall mean, for any given Calculation Period, the then outstanding amount of (i) a credit in the amount of $250,000 per calendar year to be applied by SELLER against amounts owed by CITY for Curtailed Energy with respect to any such Calculation Period occurring during the period commencing on January 1, 2017 and ending on December 31, 2022, and (ii) a credit in the amount of $500,000 per calendar year to be applied by SELLER against amounts owed by CITY for Curtailed Energy with respect to any such Calculation Period occurring during the period commencing on January 1, 2023, and ending at the end of the Term; provided, however, that for any Calculation Period after the Repower Completion Date with respect to which CITY submits a real-time offer for all Purchased Energy with an Offer Curve of higher than the negative PTC Rate, the Curtailed Energy Credit shall be deemed to equal zero dollars ($0).

1.4. Delete the definition of ***"Fixed Amount"*** in its entirety and insert the following in lieu thereof:

"Fixed Amount" shall mean, for any Calculation Period, the sum of (a) product of (i) the Fixed Rate applicable to such Calculation Period multiplied by (ii) the sum of the CITY's Proportion of Energy for such Calculation Period and (b) the excess of (i) the product of (A) the sum of (x) the Fixed Rate applicable to such Calculation Period plus (y) the PTC Rate applicable to such Calculation Period multiplied by (B) the Curtailed Energy for such Calculation Period over (ii) the then

outstanding Curtailment Energy Credit, if any, applicable to such Calculation Period, calculated as follows:

Fixed Amount = (CPE x FR) + [(CE x [FR + PTCR]) – (CEC)]

1.5. Insert the following new definition of *"Offer Curve"* after the definition of ***"Network Upgrades"***:

> "***Offer Curve***" shall have the meaning set forth in the Transmission System Operator Tariff and applicable Transmission System Operator Business Practices Manuals, Market Rules and Procedures, or similar rules regulating the Energy Market, if any.

1.6. Insert the following new definition of *"Production Tax Credit"* after the definition of ***"Planned Outage"***:

> ***"Production Tax Credit"*** shall mean the tax credits applicable to electricity produced from certain renewable resources pursuant to Section 45 of the Internal Revenue Code (as amended from time to time), or such substantially equivalent federal tax benefit that provides SELLER with a tax credit based on energy production from any portion of the Wind Project.

1.7. Insert the following new definition of *"PTC Rate"* after the definition of ***"Project Transmission Credits"***:

> ***"PTC Rate"*** or ***"PTCR"*** shall mean the current amount (on a per MWh basis) of all federal production tax credits (including the Production Tax Credit), on an After-Tax Basis, applicable to energy production from any portion of the Wind Project, as set forth in applicable Internal Revenue Service Guidance. For the avoidance of doubt, at any time that no federal production tax credits are applicable to energy production from any portion of the Wind Project, the PTC Rate shall be deemed to equal zero (0).

1.8. Insert the following new definitions of ***"Repower"*** and ***"Repower Completion Date"*** after the definition of ***"Reliability Coordinator"***:

> ***"Repower(ed)"*** shall have the meaning set forth in Section 2.1(b).
>
> ***"Repower Commencement Notice"*** shall have the meaning set forth in Section 2.1(b).
>
> ***"Repower Completion Date"*** shall mean the date that SELLER notifies CITY in writing that no less than ninety percent (90%) of the Turbines at the Wind Project are placed into service as Repowered Turbines.

"Repowered Turbines" shall have the meaning set forth in Section 2.1(b).

1.9. Insert the following at the end of the definition of ***"Turbine"***:

For the avoidance of doubt, "Turbine" includes any Turbine with respect to which a Repower has been completed and such Repowered Turbine has been placed into service.

2. **Section 2.1 – *Obligation to Sell and Purchase Energy and Credit*** of the Agreement shall be amended as follows:

2.1. Delete paragraph (b) in its entirety and insert the following in lieu thereof:

(b) Repower. Subject to the requirements of this Section 2.1(b), SELLER shall repower the Turbines installed at the Wind Project, in whole or in part, with newer technology (a "Repower", such replacement Turbines, "Repowered Turbines"). SELLER shall provide written notice to CITY of the commencement of the decommissioning and Repowering of the Turbine(s) (a "Repower Commencement Notice"), after which SELLER shall use commercially reasonable efforts to complete such Repower in a timely manner, which repower is currently targeted to commence on or prior to December 31, 2021; provided, however, that SELLER shall not be required to Repower any Turbines if either (i) SELLER delivers a written notice to CITY on or before June 30, 2021, that SELLER has determined not to Repower the wind turbines, in its sole discretion, or (ii) after July 1, 2021, but before December 31, 2021, SELLER delivers a written notice to CITY, that SELLER will not Repower the Turbines because of (A) a Change in Tax Law has occurred, (B) as a result of events, conditions or circumstances beyond SELLER's reasonable control, SELLER has not obtained all governmental approvals, permits and licenses necessary to Repower the Turbines in the manner contemplated by this Agreement, or (C) SELLER has determined that one or more events, conditions or circumstances beyond SELLER's reasonable control occurring after [execution date], would reasonably be expected to have a material and adverse effect on SELLER's Repower economics, or any debt or tax equity financing (as contemplated by SELLER on the date hereof) of SELLER or the Wind Project (in the case of either clause (i) or (ii) above, a "Non-Repower Notice"). Upon delivery by SELLER to CITY of written notice of the Repower Completion Date, the Repower shall be deemed complete and the description of the Wind Project in Exhibit A shall be automatically amended, without the necessity of further written amendment, to reflect the Wind Project as Repowered.

2.2. Delete clause (ii) of paragraph (e) CITY Curtailments in its entirety and insert the following in lieu thereof:

(ii) For any CITY Curtailment Period, CITY shall pay

SELLER for the Curtailed Energy associated with such CITY Curtailment Period at a rate equal to the sum of the Fixed Rate and the then-applicable PTC Rate.

3. **Section 2.12 – *Scheduling and Energy Market Settlement*** of the Agreement shall be amended by deleting the last sentence of paragraph (a) in its entirety and inserting the following in lieu thereof:

> On and after the Repower Completion Date, CITY shall submit real-time offers for all Purchased Energy with an Offer Curve of no higher than the negative PTC Rate. If CITY does not provide the real-time offer as provided by this paragraph, SELLER will submit the real-time offer using an offer the negative PTC Rate in dollars per MWh.

4. **Section 3.1 – *Term*** of the Agreement shall be amended by deleting the date "[February 11, 2032]" and inserting the date "December 31, 2040" in lieu thereof.

5. **Section 6.2 – *Insurance*** of the Agreement shall be amended as follows:

5.1. Delete clause (a)(i) in its entirety and insert the following in lieu thereof:

> (i) Workers' Compensation Insurance for statutory obligations imposed by applicable state laws, and Employer's Liability Insurance with a minimum limit of (a) one million dollars ($1,000,000) for bodily injury per accident; (b) one million dollars ($1,000,000) for bodily injury by disease per policy and (c) one million dollars ($1,000,000) for bodily injury by disease per employee; and

5.2. Delete clause (a)(ii) in its entirety and insert the following in lieu thereof:

> (ii) Commercial General Liability Insurance, including premises and operations, bodily injury, broad form property damage, products/completed operations, contractual liability and independent contractors protective liability all with minimum combined single limit liability of five million dollars ($5,000,000). SELLER may satisfy this Commercial General Liability obligation through any combination of self-insurance, primary and excess insurance policies, so long as (a) SELLER at all times satisfies all legal requirements to engage in self-insurance, and (b) SELLER, as a self-insurer, obtains and meets the risk ratings required under this Agreement.

5.3. Delete clause (b) in its entirety and insert the following in lieu thereof:

> (b) All insurance policies required to be obtained hereunder shall provide insurance for occurrences from the date hereof through the later of the expiration or termination hereof. The CITY, its officers, agents and employees shall be named as additional insured on all insurance policies (except for Workers' Compensation) required by the specifications hereunder to be purchased by the SELLER. All insurance coverage required by this Agreement shall be placed with insurance

carriers (i) having an A.M. Best rating of "A-" or better, or (ii) having a Standard & Poor's global rating of "A" or better, or (iii) having an equivalent rating by another nationally recognized insurance rating agency, or (iv) reasonably acceptable to CITY.

5.4. Delete clause (c) in its entirety and insert the following in lieu thereof:

(c) SELLER shall require its insurer(s) to notify the CITY of any non-renewal or cancellation of, the insurance required by this Section 6.2 at least thirty (30) Days prior to the effective date of such non-renewal or cancellation except in the case of non-payment of premiums in which case the notice shall be at least ten (10) Days. Within fifteen (15) Days after the date hereof, SELLER shall provide to the CITY and thereafter maintain with the CITY a current certificate of insurance (or letter of self-insurance, where applicable) verifying the existence of the insurance coverage required by this Agreement.

6. **Section 8.2 – *Successors and Assigns; Assignment*** of the Agreement shall be amended by deleting clause (b)(iii) in its entirety and insert the following in lieu thereof:

(iii) Any assignment or transfer of this Agreement by SELLER to an Affiliate of SELLER, provided that (A) such Affiliate agrees in writing to be bound by the terms and provisions of this Agreement and a copy of the assignment is provided to CITY, (B) that such Affiliate has comparable or superior technical expertise and capability to perform SELLER's obligations under this Agreement, and (C) that such Affiliate's creditworthiness is equal to or better than SELLER's.

7. **Section 8.3 – *Financing Liens*** of the Agreement shall be amended by deleting the word "Said" at the beginning of the last sentence of clause (d)(iv) and inserting "Notwithstanding anything in this Section 8.3 to the contrary, said" in lieu thereof.

8. **Exhibit F – FIXED RATE** of the Agreement shall be amended by deleting the same in its entirety and inserting Exhibit F attached hereto in lieu thereof:

9. This Amendment is executed in connection with, and upon the Effective Date, shall be deemed to be a part of, the Agreement. For purposes hereof, except as set forth below, "Effective Date" shall mean the date designated by SELLER in a Repower Commencement Notice for commencement of the decommissioning of the first Turbine to be repowered at the Wind Project.

Notwithstanding any provision in this Agreement to the contrary, (i) subject to subparagraph (ii) below, in the event that SELLER does not provide a Repower Commencement Notice to CITY on or prior to December 31, 2021, the Effective Date shall be January 1, 2022; provided, however, that in the event that SELLER provides a Non-Repower Notice on or prior to December 31, 2021, this Amendment, as of such date, shall be deemed null and void and of no force and effect for all purposes; and (ii) SELLER's delivery of the Repower Commencement Notice, the "Effective Date", and the effectiveness of Sections 1 through 8 of this Amendment, shall be conditioned upon (and shall be of no force and effect until) all of the following: (a)

SELLER obtaining all consents and approvals of Lenders and/or tax equity investors required for the performance of this Amendment and (b) SELLER obtaining all approvals of SELLER's management and board of directors (or equivalent governing body) required for the performance of this Amendment on or prior to December 31, 2020.

SELLER shall provide CITY with prompt written notice of SELLER obtaining all such consents and approvals, or that SELLER has determined that no such consents and approvals are required for the performance of this Amendment.

Upon the occurrence of the Effective Date, this Amendment shall thereafter automatically become a part of the Agreement. Thereafter, wherever the terms of this Amendment and the terms of the Agreement are in conflict, the terms of this Amendment shall govern and control. Capitalized terms used herein, unless otherwise defined in this Amendment, shall have the meanings ascribed to them in the Agreement.

10. Except as provided in Section 9, the execution, delivery, and performance of this Amendment has been duly authorized by all requisite corporation action and this Amendment constitutes the legal, valid and binding obligation of SELLER and CITY, enforceable against each Party in accordance with its terms.

11. If any one or more of the provisions of this Amendment should be ruled illegal, wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction under present or future laws, then: (i) the validity and enforceability of all provisions of this Amendment not ruled to be invalid or unenforceable shall be unaffected and remain in full force and effect; (ii) the effect of the ruling shall be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held illegal, wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein.

12. [*Intentionally Deleted*].

13. Except as expressly modified by this Amendment, all of the terms, conditions, covenants, agreements and understandings contained in the Agreement shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Parties.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have affixed their signatures, effective on the date first written above.

CRYSTAL LAKE WIND III, LLC

By: _____
Name: Terrell Kirk Crews III
Title: President

CITY OF COLUMBIA, MISSOURI

By: _____
Name: John Glascock
Title: City Manager

Attest:

_____
By: ~~Sheela Amin, City Clerk~~
Donna L. Whatley, Deputy City Clerk

Approved as to Form:

_____
By: Nancy Thompson, City Counselor / AK

[SIGNATURE PAGE TO AMENDMENT NO. 1 TO POWER PURCHASE AGREEMENT]

EXHIBIT F

FIXED RATE

A. From the Commencement Date until the Repower Completion Date, the "Fixed Rate" for any given date of determination shall be the $/MWh corresponding to the Contract Year below including such date of determination:

CONTRACT YEAR*	FIXED RATE ($/MWH)
1	19.55
2	19.94
3	20.34
4	20.75
5	21.16
6	21.58
7	22.02
8	22.46
9	22.91
10	23.36
11	23.83
12	24.31
13	24.79
14	25.29
15	25.80
16	26.31

B. From the Repower Completion Date until the end of the Term, the "Fixed Rate" for any given date of determination shall be the $/MWh corresponding to the period below including such date of determination:

PERIOD	FIXED RATE ($/MWH)
Repower Completion Date through December 31, 2022	26.21
January 1, 2023 through December 31, 2023	25.11
January 1, 2024 through December 31, 2024	25.37
January 1, 2025 through December 31, 2025	25.63
January 1, 2026 through December 31, 2026	25.89
January 1, 2027 through December 31, 2027	26.16
January 1, 2028 through December 31, 2028	26.43
January 1, 2029 through December 31, 2029	26.71
January 1, 2030 through December 31, 2030	27.01
January 1, 2031 through December 31, 2031	27.30
January 1, 2032 through December 31, 2032	22.61
January 1, 2033 through December 31, 2033	22.00
January 1, 2034 through December 31, 2034	22.44
January 1, 2035 through December 31, 2035	22.89

January 1, 2036 through December 31, 2036	23.35
January 1, 2037 through December 31, 2037	23.81
January 1, 2038 through December 31, 2038	24.29
January 1, 2039 through December 31, 2039	24.78
January 1, 2040 through December 31, 2040	25.27

HANCOCK AND WINNEBAGO COUNTIES, IOWA
CRYSTAL LAKE III WIND ENERGY FACILITY

POWER PURCHASE AGREEMENT

between

CITY OF COLUMBIA, MO

as CITY

and

CRYSTAL LAKE WIND III, LLC

as SELLER

dated as of

December 6, 2016

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POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT (this "Agreement") is made this 6th day of December, 2016 (the "Effective Date"), by and between City of Columbia, a Missouri municipality ("CITY"), and Crystal Lake Wind III, LLC, a Delaware limited liability company ("SELLER"). CITY and SELLER are each individually referred to herein as a "Party" and collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, SELLER owns and is currently operating a wind generation facility with 66 MW aggregate capacity on a site located in Hancock and Winnebago Counties, Iowa; and

WHEREAS, SELLER and CITY entered into that certain Power Purchase Agreement, dated as of February 7, 2012 (the "2012 PPA"), pursuant to which SELLER sells and CITY purchases the energy generated from 21 MW aggregate capacity from certain specified turbines at such wind generation facility (collectively, the "2012 PPA Specified Turbines"); and

WHEREAS, SELLER desires to sell, and CITY desires to purchase and receive, Energy and the associated Credits from certain portions of such wind generation facility not including the 2012 PPA Specified Turbines on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

ARTICLE 1
DEFINITIONS

*1.1 **Definitions**.* Unless otherwise required by the context in which any term appears: (i) capitalized terms used in this Agreement shall have the meanings specified in this Article 1; (ii) the singular shall include the plural and vice versa; (iii) references to "articles," "sections," "schedules," "annexes," "appendices" or "exhibits" (if any) shall be to Articles, Sections, Schedules, Annexes, Appendices or Exhibits hereof; (iv) all references to a particular entity shall include a reference to such entity's successors and permitted assigns; (v) the words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection hereof; (vi) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (vii) references to this Agreement shall include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time; and (viii) the masculine shall include the feminine and neuter and vice versa.

"2012 PPA" shall have the meaning set forth in the second Recital paragraph of this Agreement.

"2012 PPA Specified Turbines" shall have the meaning set forth in the second Recital paragraph of this Agreement.

"Affiliate" shall mean, with respect to any Person, (i) each Person that directly or indirectly, controls or is controlled by or is under common control with such designated Person; (ii) any Person that beneficially owns or holds fifty percent (50%) or more of any class of voting securities of such designated Person or fifty percent (50%) or more of the equity interest in such designated Person; or (iii) any Person of which such designated Person beneficially owns or holds fifty percent (50%) or more of the equity interest. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"Agreement" shall have the meaning set forth in the first paragraph hereof.

"Applicable Law" shall mean, with respect to any Person and the Wind Project, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, tariffs, regulations, governmental approvals, licenses and permits, directives and requirements of all regulatory and other governmental authorities as may be amended, in each case applicable to or binding upon such Person and the Wind Project (as the case may be).

"Business Day" shall mean every day other than a Saturday or Sunday or any other day on which banks in the States of Florida, Missouri, Delaware and Iowa are permitted or required to remain closed.

"Business Operating Rules" shall have the meaning set forth in Section 2.14.

"Calculation Period" shall mean each hour during the Term.

"Calculation Year" shall mean, with respect to a termination of this Agreement pursuant to Section 3.3, each year that Purchased Energy would have been purchased by CITY hereunder during the remainder of the Term (absent termination of this Agreement).

"CITY" shall have the meaning set forth in the first paragraph of this Agreement

"CITY Curtailment" shall mean any curtailment of the Wind Project resulting from either (a) an instruction by CITY pursuant to Section 2.1(e), including but not limited to any instruction by CITY to operate the Wind Project at a level that is different from the "real time set point" provided by the Transmission System Operator(inclusive of ramp time, if any), or (b) an instruction or direction from the Transmission System Operator to reduce the amount of Energy to be generated by the Wind Project below the amount otherwise then available to be generated arising from the offer submitted to the Transmission System Operator by the CITY's Market Participant with respect to the Wind Project pursuant to Section 2.12 (a). For the avoidance of doubt, CITY Curtailment shall not

include any System Curtailment or any other curtailment instructed or directed by the Transmission System Operator that does not arise from the offer submitted to the Transmission System Operator by the CITY's Market Participant with respect to the Wind Project pursuant to Section 2.12(a).

"CITY Curtailment Period" shall mean, with respect to any given CITY Curtailment, the period commencing with start of the Calculation Period in which such CITY Curtailment starts and ending with the end of the Calculation Period in which such CITY Curtailment ends.

"CITY Downgrade Event" shall be deemed to have occurred if CITY shall fail to have a Long Term Credit Rating of not less than BBB- from S&P or Baa3 from Moody's (if rated by one of the Rating Agencies), or not less than BBB- from S&P and Baa3 from Moody's (if rated by both of the Rating Agencies), and if such credit ratings are equal to such required levels from S&P or from Moody's, with a "credit watch", "negative outlook" or other rating decline alert issued by either S&P or Moody's, as applicable.

"CITY's Check Meters" shall have the meaning set forth in Section 4.1(b).

"CITY's Designated Check Meter" shall mean the CITY's Check Meter, as adjusted to reflect the Energy delivered to the Delivery Point, designated from time to time by the CITY to act as a backup Meter pursuant to Section 4.2.

"CITY's Market Participant" shall mean the Person authorized by CITY to act on CITY's behalf or as its registered agent in MISO or its successor entity who meets the definition of "Market Participant" under MISO or its successor entity. CITY's Market Participant for the Energy shall be SELLER.

"CITY's Proportion of Energy" or "CPE" shall mean 100% of the Energy at such time tendered at the Delivery Point.

"CITY's Proportion of Total Capacity" shall mean 100% of the Total Capacity.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Commencement Date" shall have the meaning set forth in Section 3.1.

"Commercial Pricing Node" shall mean the virtual point at which Transmission System Operator assigns the locational price applicable to the Energy delivered from the Wind Project allocable to the market participant account identified with CITY, designated as [ALTW.CRLK3CWLD], as further depicted in Exhibit "B".

"Confidential Information" shall have the meaning set forth in Section 8.1.

"Contract Year" means each year of the Term, whether such year is comprised of 365 or 366 Days; provided, however, that (i) the first Contract Year shall commence on the Commencement Date and end on June 30, 2017, and (ii) the second Contract Year shall commence on July 1, 2017 and end on June 30, 2018, and (iii) successive Contract Years shall commence on each July 1 thereafter and end on each June 30 thereafter, respectively.

"Credits" shall mean any and all present or future (whether known or unknown) aspects, claims, environmental attributes, characteristics and benefits associated with the generation of electric power at the Wind Project that have intrinsic value, separate and apart from the Energy produced. Credits include, but are not limited to, Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions, such as Renewable Energy Credit Reporting Rights. "Renewable Energy Credit Reporting Rights" are the rights of a Renewable Energy Credit purchaser to report the ownership of accumulated Renewable Energy Credit in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Renewable Energy Credit purchaser's discretion, and include without limitation those Renewable Energy Credit Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Renewable Energy Credits are accumulated on a MWh basis and one Renewable Energy Credit represents the Credits associated with one (1) MWh of Energy. "Renewable Energy Credits" means certificates, green tags, or other transferable indicia indicating generation of a particular quantity of energy from a renewable energy source by a renewable energy facility attributed to all of the Energy output during the Term created under a renewable energy, emission reduction, or other reporting program adopted by a governmental authority, or for which a registry and a market exists (which, as of the Commencement Date are certificates issued by Green-e in accordance with the Green-e Renewable Electric Certification Program, National Standard Version 1.3 administered by the Center for Resource Solutions including any environmental attributes but specifically excluding (i) any and all present or future (whether known or unknown) state and federal production tax credits, investment tax credits and any other tax credits which are or will be generated by the Wind Project, and (ii) present or future (whether known or unknown) cash payments, grants under Section 1603 of the American Recovery and Reinvestment Act of 2009 or outright grants of money relating in any way to the Wind Project.

"Curtailed Energy" or "CE" shall mean the estimated amount of Energy (expressed in MWh) that would have been produced and delivered by SELLER to the CITY at the Delivery Point, calculated net of line losses, but for CITY Curtailments, calculated using (a) the Wind Project's then-applicable power curve, and (b) wind data (wind speed, wind direction, ambient temperature, barometric pressure, air density) from the primary on-site reference meteorological towers. For purposes of clause (a) above, on any date of determination, the Wind Project's then-applicable power curve shall be the power curve as adopted by the Parties as part of the Business Operating Rules, and as updated as of such date of determination to reflect historical output and the availability of Turbines from the Wind Project.

"Curtailed Energy Credit" or "CEC" shall mean, for any given Calculation Period, the then outstanding amount of (i) a credit in the amount of $250,000 per calendar year to be applied by SELLER against amounts owed by CITY for Curtailed Energy with respect to any such Calculation Period occurring during the period commencing on January 1, 2017 and ending on December 31,

2022, and (ii) a credit in the amount $500,000 per calendar year to be applied by SELLER against amounts owed by CITY for Curtailed Energy with respect to any such Calculation Period occurring during the period commencing on January 1, 2023, and ending at the end of the Term.

"Day" or "day" shall mean a period of twenty-four (24) consecutive hours beginning at 00:00 hours Eastern Standard Time on any calendar day and ending at 24:00 hours Eastern Standard Time on the same calendar day.

"Delivery Point" shall be the Interconnection Point as defined in the Interconnection Agreement. The Delivery Point is more specifically described in Exhibit "B".

"Disclosing Party" shall have the meaning set forth in Section 8.1.

"Dispatchable Intermittent Resource" shall mean a generation resource whose economic maximum dispatch is dependent on forecast-driven fuel availability as defined by MISO.

"Dispute" shall have the meaning set forth in Section 8.16.

"Eastern Standard Time" shall mean standard time in the fifth time zone west of Greenwich Mean Time as observed by the MISO Energy Market.

"Effective Date" shall have the meaning set forth on the first page of this Agreement.

"Energy" shall mean electric energy lawfully produced or generated by the Wind Project, which shall exclude Facility Consumption, and shall be in the form of three (3)-phase, sixty (60) Hertz, alternating current.

"Energy Market" shall mean the Midwest ISO Real–Time Energy Market as defined by MISO.

"Event of Default" shall have the meaning set forth in Section 3.3.

"Facility Consumption" shall mean electric energy consumed by the Wind Project, including line losses on SELLER's side of the Delivery Point.

"FERC" shall mean the Federal Energy Regulatory Commission or any successor government agency.

"Fixed Amount" shall mean, for any Calculation Period, the sum of (a) product of (i) the Fixed Rate applicable to such Calculation Period multiplied by (ii) the sum of the CITY's Proportion of Energy and (b) the excess of (i) the product of (A) the Fixed Rate applicable to such Calculation Period multiplied by (B) the Curtailed Energy for such Calculation Period over ((ii) the outstanding Curtailment Energy Credit, if any, applicable to such Calculation Period, calculated as follows:

$$\text{Fixed Amount} = (\text{CPE} \times \text{FR}) + [(\text{CE} \times \text{FR}) - (\text{CEC})]$$

"Fixed Rate" or "FR" shall have the meaning set forth in Section 2.2.

"Floating Amount" shall mean, for any Calculation Period, the product of (i) the Floating Price applicable to such Calculation Period multiplied by (ii) the amount of the CITY's Proportion of Energy for such Calculation Period, calculated as follows:

Floating Amount = FP x CPE

"Floating Price" or "FP" shall mean, for any Calculation Period, the RTLMP applicable to such Calculation Period.

"Force Majeure" shall mean any event or circumstance which wholly or partly prevents or delays the performance of any obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (ii) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such Party's ability to perform its obligations under this Agreement and which by the exercise of reasonable diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby.

(a) Subject to the foregoing, events that could qualify as Force Majeure include, but are not limited to, the following:

(i) acts of God or the public enemy, war, whether declared or not, blockade, insurrection, riot, civil disturbance, public disorders, rebellion, violent demonstrations, revolution, sabotage or terrorist action;

(ii) any effect of unusually severe natural elements, including fire, subsidence, earthquakes, floods, tornadoes, storms, lightning, or similar cataclysmic occurrence or other unusual natural calamities;

(iii) except as set forth in subsection (b)(v) below, strikes, work stoppage or other labor disputes (in which case the affected Party shall have no obligation to settle the strike or labor dispute on terms it deems unreasonable);

(iv) explosion, accident or epidemic;

(v) governmental action or inaction;

(vi) so long as the cause thereof otherwise would qualify as a Force Majeure event, the unavailability of labor, fuel, power or raw materials, the breakdown of the Wind Project, or other plant breakdown or equipment failure, and any event affecting the ability of any supplier (including under any engineering, procurement or construction agreement for the Wind Project) to the Wind Project, to fulfill its obligations to SELLER and the Wind Project; or

(vii) emergencies (including but not limited to transmission load relief events and minimum generation emergencies) declared by the Transmission System Operator or any

other authorized successor or regional transmission organization or any state or federal regulator or legislature requiring a forced curtailment of the Wind Project or making it impossible for the Transmission System Operator to transmit Energy, including Energy to be delivered pursuant to this Agreement.

(b) Force Majeure shall not be based on:

(i) CITY's inability to obtain transmission service and the unavailability or interruption of transmission service (unless the unavailability or the interruption was the result of a System Emergency or otherwise caused by an occurrence that itself would qualify as a Force Majeure event);

(ii) CITY's inability economically to use or resell the Purchased Energy or the Credits purchased hereunder;

(iii) SELLER's ability to sell the Purchased Energy or the Credits at a price greater than the price set forth in this Agreement;

(iv) SELLER's failure to obtain additional funds, including funds authorized by a state or the federal government or agencies thereof, to supplement the payments made by CITY pursuant to this Agreement;

(v) a strike, work stoppage or labor dispute limited only to any one or more of SELLER, SELLER's Affiliates, or any other third party employed by SELLER to work on the Project; or

(vi) a Party's inability to pay amounts due to the other Party under this Agreement, except if such inability is caused solely by a Force Majeure event that disables physical or electronic facilities necessary to transfer funds to the payee Party.

"Forced Outage" shall mean the shutdown or unavailability of the Wind Project, or a portion thereof, other than as a Planned Outage, curtailment or event of Force Majeure. A Forced Outage shall not include an outage that may be deferred to a Planned Outage consistent with Good Utility Industry Practices and without causing or the reasonable likelihood of causing safety risk, damage to equipment or additional costs.

"GAAP" shall mean generally accepted accounting principles in the United States of America, consistently applied throughout the specified period.

"Good Utility Industry Practices" shall mean the practices, methods, and acts (including, but not limited to, the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, codes, standards, reliability, safety, environmental protection, economy, and expedition. With respect to the Wind Project, Good Utility Industry Practice(s) includes, but are not limited to, taking reasonable steps to ensure that:

(a) Equipment, materials, resources and supplies are available to meet the Wind Project's needs;

(b) Sufficient operating personnel are available at all times and are adequately experienced, trained and licensed as necessary to operate the Wind Project properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions whether caused by events on or off the site of the Wind Project;

(c) Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable long-term and safe operation, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;

(d) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;

(e) Equipment is not operated in a reckless manner, or in a manner unsafe to workers, the general public, or contrary to environmental laws or regulations or without regard to defined limitations such as flood conditions, safety inspection requirements, operating voltage, current, volt-ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and/or control system limits; and

(f) The equipment will function properly under both normal and reasonably expected emergency conditions at the Wind Project.

"Governmental Entity" means a municipality, county, governmental board, city council, public power authority, public utility district, joint action agency, or other similar political subdivision or public entity of the United States, one or more States or territories or any combination thereof.

"Interconnection Agreement" shall mean that certain Amended and Restated Generator Interconnection Agreement, among Midwest Independent Transmission System Operator, Inc., Crystal Lake Wind, LLC and ITC Midwest, LLC, dated December 11, 2009, as may be amended, supplemented or replaced from time to time.

"Interconnection Provider Meter" shall mean the Meter at the Delivery Point, on which Transmission System Operator determines the amount of Energy delivered to the Transmission System Operator's Transmission System, and as further depicted in Exhibit "B".

"Interest Rate" means the rate per annum equal to the "Monthly" Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15-519, or its successor publication.

"kW" shall mean a kilowatt of capacity.

"kWh" shall mean a kilowatt hour of Energy.

"Late Payment Rate" shall have the meaning set forth in Section 2.7(c).

"Lender" or "Lenders" shall mean any and all Persons or successors in interest thereof (A) lending money or extending credit (whether directly to SELLER or to an Affiliate of SELLER) as follows: (i) for the construction, interim or permanent financing or refinancing of the Wind Project, (ii) for working capital or other ordinary business requirements of the Wind Project (including the maintenance, repair, replacement or improvement of the Wind Project), (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Wind Project, (iv) for any capital improvement or replacement related to the Wind Project, (v) for the purchase of the Wind Project and the related rights from SELLER; or (vi) in connection with the financing of a portfolio of projects that includes the Wind Project; and/or (B) participating (directly or indirectly) as an equity investor in the Wind Project; and/or (C) participating as a lessor under a lease finance arrangement relating to the Wind Project.

"Lien" shall mean any mortgage, pledge, lien, security interest or other charge or encumbrance with respect to any present or future assets of the Person referred to in the context in which the term is used.

"Long Term Credit Rating" shall mean the lower of a Party's long term senior unsecured credit rating not supported by third party enhancement by a Rating Agency or the lowest underlying rating assigned to any of such Party's long term debt by a Rating Agency; provided that, should none of the aforementioned ratings be available or should they cease to be available during the term of this Agreement, such Party's issuer/long term issuer rating will be utilized, if available, and, if not available, such Party will be deemed to not have a Long Term Credit Rating.

"Meter" shall mean a utility grade instrument and associated equipment meeting applicable electric industry standards as established by NEMA and ANSI and used to measure and record the quantity and the required delivery characteristics of Energy delivered hereunder.

"MISO" shall mean the Midwest Independent Transmission System Operator, Inc., its successors or assigns, or any similar entity that in the future may replace MISO with respect to all or a substantial part of its current responsibilities as applicable to the Wind Project.

"MISO State Estimator" shall have the meaning given that term by the Transmission System Operator Tariff.

"Moody's" shall mean Moody's Investor Service, Inc. rating group, or its successor.

"M-RETS" shall mean the Midwest Renewable Energy Tracking System or its equivalent as mutually agreed to by the Parties, or any successor renewable energy tracking program.

"MW" shall mean a megawatt of capacity.

"MWh" shall mean a megawatt hour of Energy (rounded to the third decimal point).

"Network Upgrades" shall have the meaning set forth in the Transmission System Operator Tariff.

"Operating Committee" means the committee comprised of three delegates from CITY and three delegates from SELLER.

"Parties" shall have the meaning set forth in the first paragraph of this Agreement.

"Party" shall have the meaning set forth in the first paragraph of this Agreement.

"Performance Assurance" shall mean collateral in the form of either: cash, letter(s) of credit complying with the requirements of Section 3.4(b), or other security acceptable to Seller in an amount acceptable to Seller.

"Person" shall mean an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity, limited liability company or any other entity of whatever nature.

"Planned Outage" means the removal of equipment from service availability for inspection, maintenance and/or general overhaul of one or more equipment groups. To qualify as a Planned Outage, such work must actually be conducted during the designated outage period.

"Project Transmission Credits" shall have the meaning set forth in Section 2.15.

"Purchased Energy" shall have the meaning set forth in Section 2.1(a).

"Rating Agency" shall mean either Moody's or Standard & Poor's.

"Receiving Party" shall have the meaning set forth in Section 8.1.

"Reliability Coordinator" shall mean MISO or any successor thereto.

"RTLMP" shall mean for each hour of a Day, the Real Time Locational Marginal Price expressed in U.S. dollars per MWh at the Delivery Point with respect to the Commercial Pricing Node for such hour, as determined by the Transmission System Operator in accordance with the Transmission System Operator Tariff and the applicable Transmission System Operator Business Practices Manuals, Market Rules and Procedures.

"S&P" shall mean Standard & Poor's rating group (a division of McGraw-Hill, Inc.), or its successor.

"SELLER" shall have the meaning set forth in the first paragraph of this Agreement.

"SELLER's Check Meters" shall have the meaning set forth in Section 4.1(a)(iv).

"SELLER's Designated Check Meter" shall mean the SELLER's Check Meter, as adjusted to reflect the Energy delivered to the Delivery Point, designated from time to time by the SELLER to act as a backup Meter pursuant to Section 4.2.

"SELLER's Interconnection Facilities" shall mean the interconnection facilities, control and protective devices and metering facilities required to connect the Wind Project with the

Transmission System Operator's Transmission System up to, and on SELLER's side of, the Delivery Point.

"SELLER's Primary Meter" shall mean the Meters installed at the location specified therefor in Exhibit "B", as adjusted to reflect the Energy delivered to the Delivery Point.

"Site" shall mean the real property located in Hancock and Winnebago Counties, Iowa on which the Wind Project is located, as further described in Exhibit "A".

"Specified Turbines" means (a) during the period commencing on Commencement Date until December 31, 2022, the eighteen (18) Turbines specified on Exhibit "D", and (b) on and after January 1, 2023, all of the Turbines located at the Site other than the 2012 PPA Specified Turbines.

"System Curtailment" means the period of time during which there is any of the following:

(a) the Transmission System Operator orders, directs, alerts, or provides notice to a Party to curtail Energy deliveries for the following reasons: (i) any System Emergency constituting a Transmission System Operator or Transmission Owner "Emergency" Condition (as defined in the Interconnection Agreement), or (ii) any warning of any such anticipated System Emergency; or

(b) scheduled or unscheduled maintenance on the Transmission System Operator's Transmission System that prevents (i) CITY from receiving or (ii) SELLER from delivering Energy at the Delivery Point, but only to the extent that any such curtailment is not attributable to a CITY Curtailment.

"System Curtailment Period" shall mean, with respect to a given System Curtailment, the period commencing with the start of the Calculation Period in which such System Curtailment starts and ending with the end of the Calculation Period in which such System Curtailment ends.

"System Emergency" shall mean a condition on the Transmission System Operator's Transmission System, or on transmission facilities used to deliver the Energy from the Wind Project to the Delivery Point, which condition is likely to result in imminent significant disruption of service to the Transmission System Operator's Transmission System customers or is imminently likely to endanger life or property, or is otherwise declared an emergency by the Transmission System Operator.

"Term" shall have the meaning set forth in Section 3.1.

"Termination Discount Rate" shall mean, on any date of determination, the rate published by the United States Department of the Treasury at http://www.treas.gov/offices/domestic-finance/debt-management/interest-rate/yield.shtml (or any successor thereto) for Daily Treasury Yield Curve Rates respecting such date of determination applicable to a given number of years; provided, however, that in the event that the applicable number of years is not specified, linear interpolation shall be utilized to determine the applicable Termination Discount Rate; provided, further however, that in the event that the publication provided for above is not available, the rate published by the United States Federal Reserve at http://www.federalreserve.gov/releases/h15/data.htm (or any successor thereto) for Treasury constant maturities shall be utilized in lieu thereof.

"Third Party Power Purchase Agreement" shall mean any written agreement between SELLER and a Person other than CITY for the purchase of Energy.

"Third Party Purchaser" shall mean any Person that is a party to, and purchases Energy under, a Third Party Power Purchase Agreement.

"Third Party Purchaser Curtailed Capacity" or "3CC" shall mean the aggregate amount of Total Capacity curtailed by SELLER during any Calculation Period resulting directly or indirectly from Third Party Purchasers' exercise of curtailment rights comparable to a CITY Curtailment during such Calculation Period.

"Total Amount" shall mean the "Total Amount" calculated pursuant to Section 2.1(g)(iv).

"Total Capacity" shall mean, at any given time, the aggregate capacity of all Turbines that are installed at the Wind Project.

"Transfer Taxes" shall have the meaning set forth in Section 8.19

"Transmission Credit" shall mean any transmission credit, transmission right, fixed right or similar benefit provided by any open access transmission tariff or any Applicable Law to SELLER as compensation for the costs of Network Upgrades.

"Transmission Owner" shall mean the entity that owns and maintains the portion of the Transmission System Operator's Transmission System that interconnects with the Wind Project, which entity is currently ITC Midwest, LLC.

"Transmission System Operator" shall mean the entity that administers the Transmission System Operator Tariff and provides transmission service to transmission customers under applicable transmission service agreements using Transmission System Operator's Transmission System, which entity is currently MISO.

"Transmission System Operator Tariff" shall mean the "Open Access Transmission and Energy Market Tariff for the Midwest Independent Transmission System Operator, Inc.", as amended, including all schedules, modules and attachments, or any tariff of a successor to the MISO.

"Transmission System Operator's Interconnection Facilities" shall mean the interconnection facilities, control and protective devices and metering facilities required to connect the Transmission System Operator's Transmission System with the Wind Project up to, and on the Transmission System Operator's side of, the Delivery Point.

"Transmission System Operator's Transmission System" shall mean the facilities for the transmission of Energy from the Delivery Point.

"Turbine" shall mean a single wind turbine generating system, including the tower, pad, transformer and controller system, installed as part of the Wind Project.

"Wind Project" shall mean the electrical plant and equipment used to generate electricity utilizing renewable wind power located at the Site other than the 2012 PPA Specified Turbines, including SELLER's Interconnection Facilities, and any and all additions, replacements or modifications, provided that the Wind Project shall be deemed not to include any capacity in excess of the aggregate capacity of the Wind Project specified in Exhibit "B", except as such capacity may be increased by means other than increasing the number of Turbines comprising the Wind Project; provided, however, that the Wind Project shall include no Turbines other than the Specified Turbines, and such other plant and equipment described above to the extent related to the generation and delivery of Energy from the Specified Turbines. The Wind Project may also be referred to as the "Crystal Lake III Wind Energy Facility".

ARTICLE 2
SALE AND PURCHASE OF ENERGY

2.1 Obligation to Sell and Purchase Energy and Credits.

(a) Purchased Energy. In accordance with the terms and conditions hereof, commencing on the Commencement Date and continuing through the remainder of the Term, SELLER shall sell and deliver to CITY at the Delivery Point and CITY shall purchase and accept from SELLER at the Delivery Point the CITY's Proportion of Energy during each hour expressed in kWh ("Purchased Energy") together with all Credits associated with the Purchased Energy, provided that SELLER makes no representation, warranty or guarantee as to the amount of Purchased Energy to be provided hereunder.

(b) Intentionally Deleted.

(c) Business Operating Rules. The Parties, pursuant to Section 2.14, shall agree on Business Operating Rules, including but not limited to the power curve for the Wind Project, within ninety (90) days of the Effective Date. In the event that the Parties cannot agree on Business Operating Rules within ninety (90) days of the Effective Date, the Operating Committee shall be convened and deliberate for thirty (30) days. If the Operating Committee, after good faith deliberations, fails to agree upon Business Operating Rules by the end of such 30-day period, a representative from each Party at the level of Vice President of SELLER and Director of Water and Light for CITY, or above will meet in good faith for definitive resolution of any and all outstanding issues respecting the Business Operating Rules.

(d) Real Time Market Sales. Each of CITY and SELLER acknowledge that pursuant to Section 2.12, (i) upon transfer of title to the Purchased Energy at the Delivery Point, all sales of Purchased Energy by SELLER to third parties as CITY's Market Participant shall occur in the real time market established by the Transmission System Operator and (ii) in order to effectively allocate the proceeds from such real time market sales to third parties between CITY and SELLER, all amounts due and payable respecting the purchase and sale of Purchased Energy hereunder shall be based on the mathematical calculations provided for in Section 2.1(g)(iv).

(e) CITY Curtailments.

(i) CITY shall have the option, in its sole discretion, to curtail deliveries of Energy in any amount up to the CITY's Proportion of Energy and for any period of not less than five (5) minutes when CITY notifies SELLER in writing or by telephone with not less than fifteen (15) minutes prior notice of such curtailment. Such curtailment notice shall include the amount of curtailment and the duration thereof.

(ii) For any CITY Curtailment Period, CITY shall pay SELLER for the Curtailed Energy associated with such CITY Curtailment Period at the Fixed Rate in accordance with Section 2.1(g)(iv), as then-applicable.

(iii) CITY shall reimburse Seller for any costs for power, fees, charges or penalties charged to Seller due to any CITY Curtailment, including ramp time, if any. CITY shall not pay the Fixed Rate and shall not be responsible for any costs, fees or penalties for either Curtailed Energy or CITY's Proportion of Energy to the extent that SELLER fails to follow the instructions of the Transmission System Operator respecting such Curtailed Energy or CITY's Proportion of Energy, except to the extent that such failure arises from a CITY Curtailment.

(f) Intentionally Deleted.

(g) Sale and Purchase.

(i) Beginning on the Commencement Date, and throughout the remainder of the term of this Agreement, SELLER shall supply from the Wind Project and sell to CITY at the Delivery Point (as more specifically described in Exhibit "E"), and CITY shall receive and purchase from SELLER the CITY's Proportion of Energy (as determined in accordance with clause (b) thereof), at the then-applicable Fixed Rate.

(ii) Beginning on the Commencement Date, and throughout the remainder of the term of this Agreement, SELLER shall sell and CITY shall receive and purchase all Credits associated with the quantity of Energy purchased pursuant to Section 2(g)(i), at no additional charge or compensation therefor.

(iii) Beginning on the Commencement Date, title to and risk of loss related to the Purchased Energy and associated Credits shall transfer at the Delivery Point (as more specifically described in Exhibit "E").

(iv) Beginning on the Commencement Date, all amounts due and payable respecting the purchase and sale of Purchased Energy and associated Credits hereunder shall be determined as follows:

(A) The Total Amount for any Calculation Period shall equal an amount calculated as follows:

Total Amount = (Fixed Amount for such Calculation Period) – (Floating Amount for such Calculation Period)

(B) In the event that the Total Amount for such Calculation Period is positive, CITY shall pay SELLER such Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(C) In the event that the Total Amount for such Calculation Period is negative, SELLER shall pay CITY the absolute value of such Total Amount for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(D) In the event that the Total Amount for such Calculation Period is zero, neither Party shall pay the other Party for the purchase and sale of Purchased Energy and associated Credits hereunder for such Calculation Period.

(h) Exceptions. CITY shall not be obligated to purchase Energy that cannot be delivered to the Delivery Point due to SELLER's failure to maintain the Wind Project's electrical connectivity to the Transmission System Operator's Interconnection Facilities, or other disruptions, breakdowns, electrical system failures and/or mechanical failures, maintenance or repair, including for reasons of Force Majeure, to the Wind Project substation and/or the Transmission System Operator's Transmission System; provided that such inability to deliver to the Delivery Point is not due, in whole or in part, to CITY's acts or omissions or its breach of, or default under, this Agreement or any delivery arrangements agreement between CITY and the Transmission System Operator. As between CITY and SELLER, SELLER shall not be entitled to recover from CITY any amounts for CITY's failure to purchase Energy under the circumstances described in the immediately preceding sentence; provided, however, that to the extent that such inability to deliver to the Delivery Point is due, in whole or in part, to CITY's acts or omissions or its breach of, or default under, this Agreement or any delivery arrangements agreement between CITY and the Transmission System Operator, CITY shall pay SELLER as liquidated damages an amount equal to the excess, if any, of (A) (1) the amount that would have been payable by CITY to SELLER hereunder if such Energy had been delivered and accepted by CITY plus (2) the amount of any payment or penalty (including but not limited to any negative RTLMP) that is due from SELLER to any third party as a result of the failure of such delivery and acceptance of such Energy by CITY *over* (B) the net amount, if any, that SELLER, using commercially reasonable efforts under the circumstances, actually realizes through remarketing of such Energy to Persons other than CITY. In connection therewith, it is SELLER's responsibility to maintain at its own expense, the Wind Project's electrical connectivity to the Transmission System Operator's Interconnection Facilities.

(i) Renewable Energy Credits; Credits.

(i) CITY shall be entitled to all Credits resulting from the generation of Purchased Energy that is actually purchased by CITY pursuant to this Agreement to the extent such Credits may exist during the Term. CITY shall not be entitled to any Credits resulting from the generation of Energy that CITY, for any reason, does not accept and purchase under this Agreement. SELLER shall deliver to CITY only Credits that are resulting from the Wind Project.

(ii) Throughout the Term, to the extent necessary, SELLER shall assign to CITY all rights and authority necessary for CITY to register, hold, and manage such Credits in CITY's own name and to CITY'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 Credits, including without limitation M-RETS. SELLER shall execute and deliver to CITY on a quarterly basis or as required by M-RETS the attestation form attached hereto as Exhibit "C" ("Attestation Form") and/or such other documentation as may be required by M-RETS, verifying the assignment of Credits associated with Purchased Energy that is actually purchased by CITY pursuant to this Agreement. To the extent M-RETS or Applicable Law requires SELLER (as opposed to CITY) to apply for accreditation or verification of Credits from the Wind Project SELLER shall make commercially reasonable efforts to make such applications upon CITY's request and at SELLER's cost and expense. Upon request, SELLER shall provide CITY with an estimate of the cost and expense of such application prior to making such application.

(j) Ownership of Wind Project. Other than the right and obligation to buy Purchased Energy and Credits from Seller in accordance with the provisions of this Agreement, this Agreement shall not be interpreted to create any ownership or proprietary rights in the Wind Project in favor of CITY, and CITY hereby disclaims, any right, title or interest in any part of the Wind Project.

2.2 Fixed Rate Schedule. The "Fixed Rate" for any given Calculation Period for each MWh of Purchased Energy and associated Credits shall equal the rate set forth in Exhibit "F" for the period including such Calculation Period.

2.3 Excess Energy

(a) SELLER shall have no obligation to make available or deliver to CITY any quantity of Energy: (i) that CITY is not obligated to accept under this Agreement; (ii) that CITY does not accept under this Agreement, including, without limitation, the exercise by CITY of its suspension rights pursuant to Section 3.3(b)(ii); or (iii) that SELLER is not obligated to deliver to CITY under this Agreement (collectively, "Excess Energy"). There shall be no penalty or other consequence to SELLER for failing to deliver Excess Energy to CITY. CITY acknowledges SELLER has the right to sell any Excess Energy to any Person other than CITY at any rate and upon any terms and conditions that SELLER may determine in its sole discretion without liability to CITY hereunder. CITY shall not take or attempt to take any Excess Energy unless SELLER has agreed to sell, and CITY has agreed in writing to purchase, any such Excess Energy; and except as may be provided in such written agreement, CITY shall have no claim, right or interest in such Excess Energy or in any amount that SELLER realizes from a sale of such Excess Energy.

(b) CITY shall have no obligation to accept delivery or any other obligation in connection with any quantity of Energy (including any associated Credits) that exceeds CITY's Proportion of Energy.

2.4 CITY's Failure to Accept Delivery of Energy.

(a) In the event that CITY fails or is unable to accept delivery of Energy as provided herein for any reason other than due to a Force Majeure event that prevents such acceptance pursuant to Section 8.5 or the proper exercise by CITY of its suspension rights pursuant to Section 3.3(b)(ii), then CITY shall pay to SELLER as liquidated damages an amount equal to the

excess, if any, of (i) (X) the amount that would have been payable by CITY to SELLER hereunder if such Energy had been accepted by CITY plus (Y) the amount of any payment or penalty (including but not limited to any negative RTLMP) that is due from SELLER to any third party as a result of CITY's failure to accept such Energy *over* (ii) the net amount, if any, that SELLER, using commercially reasonable efforts under the circumstances, actually realizes through remarketing of such Energy to Persons other than CITY. The damages provided in this Section 2.4(a) shall be the sole and exclusive remedy of SELLER for any failure of CITY to accept delivery of Energy that it is required to accept hereunder.

(b) For the purposes of this Section 2.4, SELLER's commercially reasonable efforts to remarket such Energy will include without limitation selling such Energy in the Energy Market.

2.5 SELLER's Failure to Deliver Energy.

(a) Subject to Section 2.3, in the event that SELLER fails to deliver to CITY at the Delivery Point the Energy actually generated by the Wind Project and available for delivery to the Delivery Point for any reason other than a Force Majeure event that prevents delivery to CITY pursuant to Section 8.5 or the proper exercise by SELLER of its suspension rights pursuant to Section 3.3(b)(ii), then SELLER shall pay to CITY as liquidated damages an amount equal to the greater of:

(i) the excess, if any, of (A) SELLER's proceeds of sale of such Energy and associated Credits, in the event that SELLER sells such Energy (including any sales into the Energy Market) over (B) the product of such Energy and the then-applicable Fixed Rate; and

(ii) the sum of (A) the excess, if any, of (1) the product of such Energy and the then-applicable RTLMP (or the then applicable price CITY would receive for its re-sale of such Energy as CITY can reasonably demonstrate) over (2) the product of such Energy and the then-applicable Fixed Rate; plus (B) the product of (1) an amount of Credits of a type substantially equivalent to those that would have been associated with such Energy, as reasonably determined by CITY, and (2) the market price for such type and amount of Credits, as reasonably determined by CITY; plus (C) the sum of any imbalance charges and MISO penalties assessed to CITY solely as a result of SELLER's failure to deliver such Energy.

Subject to the termination rights set forth in Section 3.3, the damages provided in this Section 2.5(a) shall be the sole and exclusive remedy of CITY for any failure of SELLER to deliver Energy actually generated by the Wind Project and associated Credits to CITY.

(b) No later than the tenth (10th) Day of the first month of each quarter following any quarter in which SELLER owes liquidated damages to CITY pursuant to Section 2.5(a), CITY shall deliver to SELLER an invoice showing the amounts owed by SELLER pursuant to Section 2.5(a) above and a description, in reasonable detail, of the calculation of damages resulting from SELLER's failure to deliver Purchased Energy. In the event actual damages are not available, CITY shall reasonably estimate the damages and provide a true up calculation to SELLER as soon as practicable and, unless SELLER provides CITY with written notice of its objection to any such

damages amounts within ten (10) Business Days of receipt of notice thereof from CITY, SELLER shall credit any invoice SELLER receives from CITY against the amounts owed by CITY to SELLER. In the event SELLER provides CITY with a written objection notice described above, such Dispute will be resolved in accordance with Section 2.7(b).

*2.6 **SELLER Offsets, Allowances and Credits.*** SELLER shall be entitled to all (i) federal and state production tax credits, investment tax credits and any other tax credits which are or will be generated by the Wind Project, (ii) cash payments or outright grants of money relating in any way to the Wind Project, or the generation of the Credits, and (iii) Credits that the CITY is not entitled to pursuant to the provisions of Section 2.1(i). CITY acknowledges that SELLER has the right to sell any Credits to which SELLER is entitled pursuant to this Section 2.6 to any Person other than CITY at any rate and upon any terms and conditions that SELLER may determine in its sole discretion without liability to CITY hereunder. CITY shall have no claim, right or interest in such SELLER's Credits or in any amount that SELLER realized from the sale of such SELLER's Credits.

*2.7 **Billing and Payment.*** Billing and payment for Purchased Energy sold to and purchased by CITY under this Agreement and any other amounts due and payable hereunder shall be as follows:

(a) Commencing on the Commencement Date and continuing throughout the remainder of the Term, SELLER shall calculate the amount of Purchased Energy from recordings produced by the Meter(s) for the Wind Project subject to Article 4 and the amount of Curtailed Energy for which CITY is obligated to compensate SELLER pursuant hereto, following the last Day of each calendar month and on the last Day of the Term, if not the last day of the month. No later than the fifth (5th) Day of each calendar month, SELLER shall deliver to CITY an electronic invoice showing:

(i) the amount of Purchased Energy delivered to the Delivery Point by SELLER during the preceding calendar month (or in the case of the final year of the Term, the last calendar month or portion thereof of the Term);

(ii) the amount of Curtailed Energy during the preceding calendar month (or in the case of the final year of the Term, the last calendar month or portion of the Term) for which CITY is obligated to compensate SELLER pursuant hereto;

(iii) SELLER's computation of the Fixed Amount for such preceding calendar month;

(iv) the Floating Price for each hour during such preceding calendar month;

(v) SELLER's computation of Floating Amount during such preceding calendar month;

(vi) SELLER's computation of the Total Amount for such preceding calendar month;

(vii) the Total Amount payable by CITY to SELLER, in the event that the Total Amount for such preceding calendar month is greater than zero;

(viii) the absolute value of the Total Amount payable by SELLER to CITY, in the event that the Total Amount for such preceding calendar month is less than zero;

(ix) no Total Amount payable by either Party, in the event that the Total Amount is equal to zero; and

(x) any other amounts owed by one Party to the other Party pursuant to this Agreement.

Not more than fifteen (15) Days after receipt of each timely delivered invoice (unless such Day is not a Business Day, in which case such payment shall be due on the next succeeding Business Day), CITY shall pay to SELLER, by electronic funds transfer of immediately available funds to an account specified in writing by SELLER or by any other means agreed to by the Parties in writing from time to time, the undisputed amount set forth as due in such invoice. In the event that the invoice is delivered after the fifth (5th) Day of the calendar month, CITY shall have forty-five (45) Days after receipt of such invoice (unless such Day is not a Business Day, in which case such payment shall be due on the next succeeding Business Day), to pay to SELLER the undisputed amount set forth as due in such invoice. In the event that after delivery of the invoice for any given calendar month, MISO publishes any revised RTLMP for any hour in such calendar month, the amounts provided for above in clauses (iv) through (ix) shall be adjusted as applicable and any such adjustment shall be accounted for in the invoice for the next succeeding calendar month.

(b) Within one (1) years after receipt of any invoice, either Party may provide written notice to the other Party of any alleged error therein and the Parties shall meet, by telephone conference call or otherwise within ten (10) Days of the other Party's receipt of such notice, for the purpose of attempting to resolve the Dispute. If CITY in good faith disputes any portion of the charges contained in an invoice, CITY will pay the undisputed portion and may withhold the disputed portion of the invoice in accordance with Section 2.7(c). If the Parties are unable to resolve the Dispute within thirty (30) Days after such initial meeting, then either Party may proceed to seek any remedy that may be available to such Party at law or in equity.

(c) Except as otherwise provided in this Agreement, all payments hereunder shall be made without set-off or deduction. If CITY in good faith disputes an invoice, CITY shall provide SELLER with a written explanation specifying in detail the basis for the dispute, and CITY shall pay the undisputed portion of the invoice in accordance with these payment terms. Disputed portions of SELLER's invoice shall be due and payable no later than thirty (30) days after resolution of the dispute. Payments of disputed amounts shall in no way waive CITY's right to contest charges. Any payment not made by the date required by this Agreement shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received at an annual rate equal to the Interest Rate then in effect plus two percent (2%), but in no event shall such interest exceed the maximum interest rate permitted by Applicable Law ("Late Payment Rate"). If, as a result of a Dispute settled in favor of CITY, a refund is owed to CITY, then the amount of the overpayment shall bear interest from the date on which such payment was made

by CITY through and including the date that the overpayment is refunded by SELLER at an annual rate equal to the Late Payment Rate.

(d) Statements or invoices shall be sent to CITY by electronic mail to the electronic mail address designated in Section 8.4. CITY may change the electronic mail address by providing written notice to SELLER.

(e) To the extent that at the end of the Term, after offsetting all amounts owed by CITY to SELLER, SELLER owes any amount to CITY, SELLER shall pay such amount to CITY within thirty (30) days after the expiration of the Term.

2.8 Title and Risk of Loss. Title to and risk of loss with respect to Purchased Energy and associated Credits delivered to CITY by SELLER in accordance with this Agreement shall pass from SELLER to CITY when the same is delivered by SELLER for the benefit of CITY at the Delivery Point. Until title passes, SELLER shall be deemed in exclusive control of the same and shall be responsible for any damage or injury caused thereby. After title to the Energy passes from SELLER to CITY, SELLER shall no longer be in control of same, shall have no further obligations with respect thereto, and shall not be responsible for any damage or injury caused thereby. SELLER warrants that it will deliver to CITY the Purchased Energy and associated Credits free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to or at the Delivery Point.

2.9 Curtailment and Outages.

(a) Notwithstanding any other provision of this Agreement to the contrary, SELLER may curtail deliveries of Energy if and for so long as SELLER reasonably believes that curtailment is necessary:

(i) For a Planned Outage;

(ii) To construct, install, maintain, repair, replace, remove or inspect any of its equipment or facilities that is not for a Planned Outage; or

(iii) In connection with a condition likely to result in significant damage to SELLER's equipment or if SELLER otherwise deems such curtailment necessary to protect life or property that is not for a Planned Outage.

(b) SELLER shall curtail deliveries of Energy from the Wind Project if instructed or otherwise required to do so by (i) Transmission Service Provider, Transmission System Operator or Transmission Owner during a System Curtailment Period, or if otherwise required to do so by Transmission Service Provider, Transmission System Operator or Transmission Owner, in either case, subject to the terms and conditions of that certain Shared Facilities Agreement, dated as of December 10, 2009, among SELLER, Crystal Lake Wind, LLC and Crystal Lake Wind II, LLC or (ii) by CITY pursuant to Section 2.9(d) or (e).

(c) SELLER may curtail deliveries of Energy in the event that SELLER is unable to deliver such Energy due to a Force Majeure event but only for so long and only to the extent necessitated by such Force Majeure event.

(d) SELLER shall curtail deliveries of Energy from the Wind Project in the event that CITY, the Transmission Owner, or the Transmission System Operator instructs or otherwise requires that SELLER curtail deliveries of Energy.

(e) In the event CITY exercises any CITY Curtailment Right, SELLER shall use commercially reasonable efforts to mitigate any charges, fees and penalties arising from such curtailment, including but not limited to any imbalance charges assessed by the Transmission Owner or the Transmission System Operator. Notwithstanding such efforts, CITY shall be responsible for any such charges, fees and penalties and shall hold SELLER harmless and indemnify SELLER for any such charges, fees and penalties paid by SELLER with respect thereto.

(f) Any amounts due and payable with respect to curtailments pursuant to this Section 2.9 or otherwise shall be determined in accordance with Section 2.1(g).

2.10 Curtailment Notification Requirements

Using Good Utility Industry Practices, the Parties shall provide timely notice to each other of information that may impact the Wind Project and the Energy and shall notify each other of any curtailment of Energy in a timely manner. The Parties shall also provide access to information reasonably necessary to perform the terms of this Agreement, including information reasonably necessary to verify SELLER's determination of Curtailed Energy for any full or partial Calculation Period.

(a) To the extent SELLER has knowledge of the curtailment of the delivery of Energy, SELLER shall provide notice of such curtailment to CITY as soon as reasonably practicable.

(b) SELLER is responsible for securing Transmission Owner, Transmission System Operator, and Transmission Service Provider approvals for Wind Project outages, including securing changes in its outage schedules when Transmission Service Provider disapproves SELLER's schedules or cancels previously approved outages. SELLER shall communicate any Transmission Owner, Transmission System Operator, or Transmission Service Provider-required changes to CITY in a timely manner.

2.11 Transmission.

(a) SELLER shall be responsible for presenting to and receiving the Transmission Owner and the Transmission System Operator's direction with respect to and/or approval of the Wind Project interconnection requirements and facilities so that SELLER can perform its Energy deliveries hereunder in accordance with applicable Transmission Owner's and Transmission System Operator's requirements. CITY shall be responsible for arranging for all transmission services required to effectuate CITY's purchase of Purchased Energy from the Delivery Point, and shall be responsible for the payment of any charges related to such transmission services hereunder,

including, without limitation, charges for transmission or wheeling services, ancillary services, imbalance, control area services, congestion charges, location marginal pricing differentials, transaction charges and line losses. The Parties acknowledge that such charges for such transmission services, if any, shall be paid by CITY.

(b) In the event that: (i) MISO (or any other properly authorized Person exercising control over the Transmission Owner's or the Transmission System Operator's transmission system) takes any action or orders CITY or SELLER to take any action (not arising from SELLER's failure to comply with Applicable Law or Good Utility Industry Practice) that affects CITY's ability to take delivery of Purchased Energy hereunder, then CITY shall use commercially reasonable efforts (at its own cost and expense) to mitigate the adverse effects of such action(s) on CITY's ability to perform its obligations hereunder, or (ii) MISO (or any other properly authorized Person exercising control over the Transmission Owner's or the Transmission System Operator's transmission system) takes any action or orders CITY or SELLER to take any action (not arising from CITY's failure to comply with Applicable Law or Good Utility Industry Practice) that affects SELLER's ability to deliver Purchased Energy hereunder, then SELLER shall use commercially reasonable efforts (at its own cost and expense) to mitigate the adverse effects of such action(s) on SELLER's ability to perform its obligations hereunder. The Parties acknowledge that upon such order to curtail transmission service it may be difficult or impossible for the Parties to mitigate the adverse affects of such action(s).

2.12 Scheduling and Energy Market Settlement.

(a) Scheduling. SELLER (or SELLER's agent with CITY's written consent, which consent shall not be unreasonably withheld, delayed or conditioned) shall be CITY's Market Participant and shall be responsible for the scheduling of all Purchased Energy during the Term, including, without limitation, arranging any Open Access Same Time Information Systems (OASIS), tagging, transmission scheduling or similar protocols with the Transmission System Operator or any other Persons. SELLER, as CITY's Market Participant, shall be responsible for the payment of all charges associated with such scheduling activities, except as provided in Section 2.9(e) or otherwise expressly provided in this Agreement, including, without limitation, any imbalance charges. SELLER recognizes that the Wind Project is registered as a "Dispatchable Intermittent Resource" with MISO, and SELLER (or SELLER's agent), as CITY's Market Participant, shall be subject to the scheduling requirements associated with a MISO Dispatchable Intermittent Resource. SELLER (or SELLER's agent), as CITY's Market Participant, shall offer all Purchased Energy into the Energy Market utilizing the real-time offer price provided by CITY, which offer price shall be provided at least [two (2) hours] prior to the applicable deadline for real-time offers in the Energy Market. The real-time offer submitted by SELLER to the Transmission System Operator shall reflect CITY's offer price. CITY will have the right to review and audit SELLER's real-time offers for compliance with CITY's instruction. If CITY does not provide the real-time offer as provided by this paragraph, SELLER will submit the real-time offer using an offer of zero dollars ($0) per MWh.

(b) Energy Market Settlement. SELLER, as CITY's Market Participant, shall be responsible for the Energy Market settlement of all Purchased Energy during the Term; including all costs and benefits associated therewith. SELLER shall remain responsible for any market settlement charges related to any activities prior to the Commencement Date, including but not limited to any

back-dated charges applied by MISO, even if these charges are not known until after the Commencement Date.

*2.13 **Sales for Resale.*** All Purchased Energy delivered to CITY hereunder shall be sales for resale. CITY shall provide SELLER with any documentation reasonably requested by SELLER to evidence that CITY is exempt from sales tax in connection with its purchase of Energy under this Agreement.

*2.14 **Business Operating Rules.*** SELLER and CITY will endeavor to develop written operating procedures ("Business Operating Rules") before the Commencement Date, which Business Operating Rules shall only be effective if made by mutual written agreement of SELLER and CITY. The Parties agree that the Business Operating Rules will cover the protocol under which the Parties will perform their respective obligations under this Agreement and will include, but will not be limited to, rules and procedures concerning the following: (a) the method of day-to-day communications and reporting; (b) key personnel lists for SELLER and CITY; (c) reasonable coordination regarding the timing of scheduled maintenance and Planned Outages; (d) reporting of scheduled maintenance, Planned Outages and Forced Outages of the Wind Project, (e) reporting of curtailment periods; (f) ongoing reporting of projected capacity reductions due to Planned Outages, Forced Outages and any other curtailments reasonably foreseeable by SELLER; (g) the establishment of the Wind Project's power curve; and (h) regular analysis of historical performance data of the Wind Project for the purpose of revising the Wind Project's power curve.

*2.15 **Transmission Credits.*** SELLER shall be entitled to all Transmission Credits resulting from Network Upgrades undertaken in connection with the Wind Project ("Project Transmission Credits"). CITY shall reasonably cooperate with SELLER in order to provide any certificates, documents or other items reasonably required to grant all rights to such Project Transmission Credits to SELLER. In no event will CITY have any obligation or liability for Network Upgrades, as defined in and as required in accordance with the Interconnection Agreement as amended or supplemented from time to time, or otherwise required by or of SELLER for reasons unrelated to CITY.

ARTICLE 3
TERM, CONDITIONS PRECEDENT, TERMINATION AND DEFAULTS

*3.1 **Term.*** The "Term" of this Agreement shall commence at 00:00 hours on January 1, 2017 (the "Commencement Date") and shall continue until 00:00 hours on [February 11, 2032], unless sooner terminated in accordance with the terms hereof.

*3.2 **Regulatory Approvals.*** Following execution of this Agreement by both Parties, each Party shall promptly seek to obtain all licenses, permits and approvals necessary to perform its obligations hereunder, if any.

*3.3 **Defaults and Remedies.***

(a) Each of the following shall constitute an "Event of Default" hereunder:

(i) A failure by a Party to pay any amount due hereunder, where such failure is not cured within thirty (30) Days after written notice from the other Party of such failure to pay; or

(ii) SELLER's failure to comply with the material requirements of Section 2.1(b); or

(iii) Either Party has (a) commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) failed, or admitted in writing its inability generally, to pay its debts as such debts become due, (c) made a general assignment for the benefit of creditors, (d) been adjudicated bankrupt or has filed a petition or an answer seeking an arrangement with creditors, (e) taken advantage of any insolvency law or shall have submitted an answer admitting the material allegations of a petition in bankruptcy or insolvency proceeding, (f) become subject to an order, judgment or decree for relief, entered in an involuntary case, without the application, approval or consent of such Party any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive Days, (g) filed a voluntary petition in bankruptcy, (h) failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) Days of the filing thereof, or (i) become subject to an order for relief under the provisions of the United States Bankruptcy Act, 11 U.S.C. § 301; or

(iv) Any Party's actual fraud or other material misconduct in connection with this Agreement or the performance of its obligations under this Agreement; or

(v) Any other default that has a material adverse effect on the non-defaulting Party if such default has not been cured by the defaulting Party within thirty (30) Days after receiving written notice from the non-defaulting Party setting forth, in reasonable detail, the nature of such default and its impact on the non-defaulting Party; provided, however, that, in the case of any such default that is not reasonably capable of being cured within the 30-Day cure period, the defaulting Party shall have additional time as necessary to cure the default if it commences to cure the default within such 30-Day cure period and it diligently and continuously pursues such cure.

(b) Subject to the provisions of Section 3.3(a), upon the occurrence of an Event of Default by a Party, the non-defaulting Party shall have the following rights:

(i) Subject to the provisions of Section 3.3(d), to terminate this Agreement by providing at least sixty (60) Days prior written notice to the other Party of its intent to exercise its termination rights, unless such Event of Default is cured prior to the date of termination;

(ii) To suspend performance of its obligations and duties hereunder immediately upon delivering written notice to the defaulting Party of its intent to exercise its suspension rights; and

(iii) To pursue any other remedy given under this Agreement or now or hereafter existing at law or in equity or otherwise.

(c) Notwithstanding the foregoing, (i) CITY may not terminate this Agreement on account of a default by SELLER pursuant to Section 3.3(a)(v) unless such default results in (A) the delivery by SELLER of Purchased Energy and Credits that SELLER is obligated to deliver to CITY hereunder to a Person other than CITY, (B) the delivery by SELLER to CITY under this Agreement of energy that was not generated by the Wind Project, or (C) the delivery by SELLER to CITY under this Agreement Credits that are not associated with the Purchased Energy, and (ii) CITY shall not exercise its remedies hereunder unless and until all of the requirements of Section 3.3(d) have been satisfied with respect to any Lenders.

(d) Notwithstanding the foregoing provisions of this Section 3.3, in the case of an Event of Default by SELLER, CITY shall provide the Lenders (if any that SELLER has informed CITY of) with notice (to such Lender address as SELLER has provided in writing to CITY) of such Event of Default and the Lenders shall have the right (but not the obligation) for sixty (60) Days after receipt of such notice either to cure the Event of Default on behalf of SELLER, or, upon payment to CITY of amounts due from SELLER but not paid by SELLER, to assume, or cause its designee or a lessee or purchaser of the Wind Project, to assume, all of the rights and obligations of SELLER under this Agreement arising after the date of such assumption as more fully described in Section 8.2.

(e) Notwithstanding the foregoing, the Parties acknowledge and agree that if this Agreement is terminated due to an Event of Default by either Party, the actual or direct damages incurred by the non-defaulting Party shall include:

(i) in the case of a termination by SELLER due to an Event of Default by CITY, the net present value (discounted, calculated in each Calculation Year, at a rate equal to the Termination Discount Rate applicable to the number of years from the date of termination to the end of such Calculation Year), of the difference, if positive, between (x) the amount that CITY would have been required to pay to SELLER pursuant to this Agreement for delivery of all Purchased Energy that would have been delivered by SELLER hereunder during the remainder of the Term (absent termination of this Agreement and based on an assumption as to the amount thereof calculated using reasonable projections) and (y) the net amount, if any, payable to SELLER by a third party pursuant to any replacement power sales arrangement that SELLER using commercially reasonable efforts under the circumstances enters into for the sale of such Purchased Energy, and

(ii) in the case of a termination by CITY due to an Event of Default by SELLER, the net present value (discounted, calculated in each Calculation Year, at a rate equal to the Termination Discount Rate applicable to the number of years from the date of termination to the end of such Calculation Year), of the difference, if positive, between (x) the amount that CITY would be obligated to pay to a third party pursuant to any replacement commercially reasonable power purchase agreement that CITY would enter into for wind generated Purchased Energy and Credits that would have been delivered by SELLER hereunder during the remainder of the Term (absent termination of this Agreement and based on an assumption as to the amount thereof calculated using reasonable projections) plus CITY's reasonable costs to obtain a replacement bid

and (y) the amount that CITY would have been required to pay to SELLER pursuant to this Agreement for such Purchased Energy, and Credits.

(iii) The damages provided in this Section 3.3(e) shall be the sole and exclusive remedy of each Party as a result of the termination of this Agreement due to an Event of Default by the other Party. Nothing in this Section 3.3 obligates the CITY to enter into a contract for replacement Energy in the event of a SELLER's default.

(f) Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance hereof. "Commercially reasonable efforts" by SELLER shall require SELLER to use commercially reasonable efforts to maximize the price for energy received by SELLER from third parties.

3.4 Performance Assurance.

(a) If at any time there shall occur a CITY Downgrade Event, written notice shall be provided by SELLER requesting Performance Assurance as determined by the SELLER. Upon receipt of such notice, the CITY shall have thirty (30) Business Days to remedy the situation by providing such Performance Assurance to the SELLER. In the event that the CITY fails to provide such Performance Assurance or other credit assurance acceptable to the SELLER within thirty (30) Business Days of receipt of notice, then an Event of Default will be deemed to have occurred and the SELLER will be entitled to the remedies set forth in Article 3 of this Agreement.

(b) Any letter of credit provided pursuant to this Agreement must be issued by a U.S. commercial bank, financial institution or a foreign bank with a U.S. branch with such bank with an unsecured, long-term credit rating of at least A- from S&P and a similar rating of at least A3 from Moody's, must be in a form acceptable to the issuing bank and SELLER, and must contain customary and commercially reasonable terms acceptable to SELLER. If the issuer of the letter of credit fails to maintain an unsecured, long-term credit rating of at least A- from S&P and a similar rating of at least A3 from Moody's (i) CITY shall notify SELLER thereof as soon as practicable thereafter and (ii) CITY shall have ten (10) Business Days after receipt of written request therefor by SELLER to replace such Letter of Credit with another letter of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having an unsecured, long-term credit rating of at least A- from S&P and a similar rating of at least A3 from Moody's, in a form acceptable to the issuing bank and SELLER, and containing customary and commercially reasonable terms acceptable to SELLER . Costs of a letter of credit shall be borne by CITY. Upon receipt of any replacement letter of credit by SELLER, SELLER shall as soon reasonably practical return the replaced letter of credit to the CITY.

3.5 Nature of CITY's obligation.

The obligations of CITY under this Agreement, which require the expenditure of funds, shall be conditional obligations, subject to the availability of funds appropriated for those purposes and payable out of the revenues received from the sale of electricity to CITY's retail customers, only when earned by or due SELLER in accordance with the provisions of this Agreement and shall not

be construed to be general obligations of the City of Columbia or a debt of the City of Columbia within the meaning of the Constitution and the Law of the State of Missouri. CITY shall take reasonable steps to establish and maintain in effect a schedule of rates and charges that are expected to generate sufficient revenues to cover all of the costs CITY incurs to supply electricity to its customers, including but not limited to, the cost of procuring supply electricity to its customers under this Agreement. If, at any time, SELLER believes in good faith, based on an analysis that is reasonable under the circumstances that CITY's schedule of rates and charges will not generate sufficient revenues to cover all of the costs CITY expects to incur to supply electricity to its customers, including but not limited to the cost of procuring Energy under this Agreement, then SELLER has the right to request, in writing, adequate assurance in an amount to be determined in a commercially reasonable manner. Upon receipt of such written notice, CITY shall have ten (10) Business Days to respond to such request by providing such adequate assurance.

3.6 Source of CITY's Payments.

The obligation of the CITY to make payments to the SELLER under the terms of this Agreement shall be limited to the obligation to make payments from the revenues of the CITY's electric utility system and available electric utility system reserves. All payments made by the CITY pursuant to this Agreement shall constitute the operation and maintenance expenses of its electric utility system. The CITY shall not be obligated to levy any taxes, general or special, for the purpose of paying to the SELLER any sum due under this Agreement.

ARTICLE 4
DATA, METERING AND MEASUREMENT

4.1 Metering Equipment.

(a) SELLER:

(i) Shall provide and maintain, at its cost, appropriate utility grade Meters and associated measuring and recording equipment that adhere to all applicable NEMA and ANSI standards that are necessary to permit an accurate determination of the quantities of the hourly Purchased Energy delivered under this Agreement;

(ii) Shall provide and maintain, at its cost, appropriate utility grade meters and associated measuring, recording, and communication equipment that adhere to all applicable MISO standards to qualify the Wind Project as a dispatchable intermittent renewable resource under MISO, or any other MISO requirements to qualify the Wind Project as a renewable resource under MISO;

(iii) Shall exercise reasonable care in the maintenance and operation of any such Meters and equipment so as to assure to the maximum extent reasonably practicable an accurate determination of the quantities of the hourly Purchased Energy delivered under this Agreement. SELLER's Primary Meter shall be located at the Delivery Point or on SELLER's side

of the Delivery Point (with an adjustment for losses). Except as provided in Section 4.2, SELLER's Primary Meter shall be used for quantity measurements under this Agreement;

(iv) May install and operate at the Wind Projectcheck meters to measure Purchased Energy ("SELLER's Check Meters");

(v) Shall install, or cause to be installed, meters separate and distinct from the Meters for measuring any electric energy generated by SELLER or its Affiliates not constituting Energy, and SELLER shall ensure that Meters are used only to measure electric energy associated with the Wind Project, as defined on the Effective Date of the Agreement; and

(vi) SELLER shall comply with Good Utility Industry Practices and laws, and shall ensure that the Meters installed to effectuate the physical separation and separate metering, of a portion of the Wind Project comprised of only the Specified Turbines shall satisfy the provisions of Section 4.1 (a)(i)-(v).

(b) CITY may, at CITY's option and its sole cost and expense, install and operate at the Wind Project: (i) check meters to measure Purchased Energy ("CITY's Check Meters") and (ii) measuring equipment to measure and record meteorological data and wind data. SELLER shall allow CITY, at CITY's expense and election, to install, connect, maintain, and operate data acquisition and communication equipment at the Site to obtain real time electronic meter and power measurement data for the purpose of verifying the amount of Purchased Energy delivered to the Delivery Point; provided that such data acquisition and communication equipment is installed in a location and manner agreed to by the Parties.

4.2 Measurement of Purchased Energy.

(a) Readings of SELLER's Primary Meter shall be conclusive as to the amount of Purchased Energy delivered to CITY hereunder; provided, however, that in the event, and for so long as, the SELLER's Primary Meter is out of service or is determined, pursuant to Section 4.3, to be registering inaccurately, measurement of Purchased Energy delivered hereunder shall be determined by:

(i) SELLER's Designated Check Meter, if installed; or

(ii) In the event that SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, CITY's Designated Check Meter if installed; or

(iii) In the event that (A) SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately and (B) CITY's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, the Interconnection Provider Meter; or

(iv) In the event that (A) SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, (B) CITY's Designated Check Meter is not installed, is out of service or is determined pursuant to

Section 4.3 to be registering inaccurately and (C) Interconnection Provider Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, by making a mathematical calculation using the formula found in the definition of " Curtailed Energy" in Section 1.1 above; or

(v) In the event that (A) SELLER's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, (B) CITY's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately, (C) Interconnection Provider Meter is not installed, is out of service or is determined pursuant to Section 4.3 to be registering inaccurately and (D) the Parties reasonably determine that the mathematical calculation using the formula found in the definition of "Curtailed Energy" in Section 1.1 above is not reliable as to the period over which SELLER's Primary Meter was out of service or registering inaccurately, the Parties shall promptly meet and negotiate in good faith a method for determining Purchased Energy that is fair and reasonable in the circumstances.

4.3 Testing and Correction.

(a) The accuracy of the of SELLER's Primary Meter and the SELLER's Designated Check Meter, if installed, shall be tested and verified by SELLER, or designated Agent, at least annually, at SELLER's cost and expense.

(b) The accuracy of the CITY's Designated Check Meter, if installed shall be tested and verified by CITY or designated Agent, at least annually, at CITY's cost and expense.

(c) Each Meter shall be accurate within a 1.0% variance.

(d) If, for any reason at any time during the Term, either Party disputes a Meter's accuracy or condition:

(i) The Party disputing the Meter's accuracy shall notify the other Party in writing;

(ii) The Party receiving such notice shall, within five (5) Days after receiving such notice, advise the other Party in writing as to its position concerning the Meter's accuracy and reasons for taking such position;

(iii) If the Parties mutually and reasonably determine that the Meter is registering outside the 1.0% variance provided for in paragraph (c) above, then such Meter shall be deemed to be registering inaccurately for purposes of Section 4.2 (a);

(iv) If, within fifteen (15) Days after receipt of the notice required by clause (ii) above with respect to a given Meter, the Parties are unable to mutually agree, through reasonable negotiations, on the accuracy or condition of such Meter, then either Party may submit such Dispute to an unaffiliated third-party certified meter testing company mutually acceptable to the Parties to test the Meter, and SELLER shall provide (or in the case of the Interconnection Provider Meter, SELLER shall use commercially reasonable efforts to cause the owner and/or

operator of such Meter to provide) such third party reasonable access to the Wind Project for purposes of testing such Meter;

(v) Following the third-party testing of a Meter provided for in Section 4.3(d)(iv), should such Meter (including but not limited to the Interconnection Provider Meter) be found (in a report distributed to both Parties) to be registering within the permitted 1.0% variance, the disputing Party shall bear the cost of inspection and such Meter shall be deemed accurate for the purposes of calculating the Purchased Energy pursuant to Section 4.2;

(vi) Following the third-party testing of a Meter provided for in Section 4.3(d)(iv), should such Meter (including but not limited to the Interconnection Provider Meter) be found (in a report distributed to both Parties) to be registering outside the permitted 1.0% variance, the non-disputing Party shall bear the cost of inspection and such Meter shall be deemed not accurate for the purpose of calculating the Purchased Energy pursuant to Section 4.2;

(vii) Any repair or replacement of a Meter owned by SELLER shall be made at the expense of the SELLER as soon as practicable, based on the third-party testing company's report. Any repair or replacement of a Meter owned by CITY shall be made at the expense of the CITY as soon as practicable, based on the third-party testing company's report; and

(viii) In event that the Parties mutually and reasonably determined that the Interconnection Provider Meter is registering outside the 1.0% variance provided for in paragraph (c) above, SELLER shall use commercially reasonable efforts to have such Meter tested further and repaired to correct such variance.

(e) If, upon testing, any of the Meters used to determine the amount of Purchased Energy is found to be in error by more than the permitted 1.0% variance, the payments for Purchased Energy made since the previous test of such Meter shall be adjusted to correspond to the corrected measurements, pursuant to Section 4.2. If the difference of the payments actually made by CITY minus the adjusted payment is a positive number, SELLER shall credit the difference to CITY on the next invoice issued by SELLER. If the difference is a negative number, CITY shall pay the difference to SELLER on the next invoice issued by SELLER. In either case, the Party paying or crediting such difference shall also pay or credit, as applicable, interest at the Interest Rate from the last date on which such Meter was tested and found to be accurate (but not to exceed six (6) months prior to the testing date) to the date that such Meter is adjusted to record properly and such payment or credit (including such interest) shall be made in accordance with Section 2.7.

4.4 Meter Data and Records.

(a) SELLER will use commercially reasonable efforts to obtain rights from Transmission Owner, on behalf of the CITY, to real time electronic meter and power measurement data for the purpose of verifying the amount of Purchased Energy delivered to the Delivery Point.

(b) SELLER shall provide CITY a report on the day immediately following the day that such data becomes available to SELLER, indicating SELLER's hourly delivery of Energy to Delivery Point for the prior day. SELLER's report of hourly Energy delivery shall be sent by

either: (i) a file attached to an e-mail sent to CITY; (ii) a secure FTP site to which CITY is granted access; or (iii) other method mutually acceptable to the Parties. Such file shall use comma separated value (CSV) format, or such other mutually acceptable format.

(c) SELLER, on CITY's behalf, shall be responsible for all costs and responsibilities associated with submitting Meter data related to the Purchased Energy to the Energy Market.

(d) CITY or its agent shall have the right to be present whenever SELLER reads, cleans, changes, repairs, inspects, tests, calibrates, or adjusts any of SELLER's equipment used in measuring or checking the measurement of the amount of Energy delivered to the Delivery Point. SELLER shall give at least two (2) weeks notice to CITY in advance of calibrating the meters, and three (3) days notice to CITY in advance of taking other action that would materially affect the accuracy of the meter unless Good Utility Industry necessitate executing such action upon shorter notice or unless otherwise mutually agreed by SELLER and CITY. The records from the measuring equipment shall remain the property of SELLER, but, upon request, SELLER shall submit to CITY its records and charts, together with calculations therefrom, for inspection, verification and copying, subject to return within ten (10) Days after receipt thereof. SELLER agrees to retain such records for not less than twenty-four (24) months after the expiration or termination of this Agreement.

(e) Seller shall provide CITY with its estimate of Energy generated by the Wind Project for the previous day on a daily basis via "File Transfer Protocol" or automated email, unless the Parties agree otherwise. Actual Energy generated by the Wind Project shall be finalized in the monthly invoice.

4.5 ***Wind Data And Other Records/Data.*** SELLER shall provide CITY access to a wind forecast and other information, data, documentation, and records reasonably related to the Wind Project. Measuring equipment is installed at the Wind Project, which has the capability of measuring and recording wind data 24 hours per day. CITY shall have the right, upon request to audit the wind data for the period of six hours prior to, during, and six hours after, the event which caused the necessity to calculate Curtailed Energy; provided that CITY shall hold all such data confidential pursuant to the terms of this Agreement.

ARTICLE 5
REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 ***SELLER's Representations and Warranties.***

(a) SELLER represents and warrants as follows:

(i) SELLER is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Delaware, and authorized to conduct business in Iowa;

(ii) SELLER has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

(iii) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by SELLER with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval (except for those approvals set forth in Sections 3.2 and 7.1 and approval by its board of directors (or equivalent governing body)) that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of SELLER or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which SELLER is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(iv) With the exception of the actions set forth in Sections 3.2 and 7.1 and approval by its board of directors (or equivalent governing body), SELLER has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

(v) There are no bankruptcy, insolvency, reorganization or receiverships pending or being contemplated by SELLER or SELLER's parent, or to its knowledge threatened against SELLER;

(vi) To the SELLER's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect SELLER's ability to perform its obligations under this Agreement; and

(vii) This Agreement is a legal, valid and binding obligation of SELLER enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's right or by the exercise of judicial discretion in accordance with general principles of equity.

5.2 CITY's Representations and Warranties.

(a) CITY represents and warrants as follows:

(i) CITY is a municipality, duly organized, validly existing, and in good standing under the laws of the State of Missouri;

(ii) CITY has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

(iii) CITY has taken all action required by Applicable Law in order to approve, execute and deliver this Agreement;

(iv) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by CITY with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval (except for those approvals set forth in Section 7.3) that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of CITY or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which CITY is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(v) With the exception of the actions set forth in Section 7.3, CITY has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

(vi) There are no bankruptcy, insolvency, reorganization or receiverships pending or being contemplated by CITY, or to its knowledge threatened against CITY;

(vii) To the CITY's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect CITY's ability to perform its obligations under this Agreement; and

(viii) This Agreement is a legal, valid and binding obligation of CITY enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.

5.3 SELLER's Covenants. SELLER covenants that (a) from the Commencement Date through the expiration or termination of this Agreement, (i) the Wind Project shall be owned, operated and maintained by SELLER or permitted assignee in accordance with this Agreement, Good Utility Industry Operating Practices and Applicable Laws and (ii) SELLER shall use Good Utility Industry Operating Practices and best efforts to maintain an aggregate capacity of all Turbines installed at the Wind Project, at no less than 27 MW and 45 MW, as applicable based on the Specified Turbines then comprising the Wind Project, and (b) it shall use reasonable efforts to cause its employees to comply with the Occupational Safety and Health Act, and the rules promulgated thereunder by the U.S. Department of Labor, and all applicable Iowa statutes and regulations affecting job safety, provided that SELLER's failure to comply with the requirements of this Section 5.3(b) shall not provide CITY with the right to terminate this Agreement. SELLER covenants not to support, and to cooperate with CITY in opposing, any action of any regulatory body having jurisdiction thereover that could result in the modification or vitiation of any of the terms or conditions hereof or have any other material adverse effect on this Agreement.

*5.4 **CITY's Covenants**.* CITY covenants that: (i) from the date hereof through the expiration or termination of this Agreement, CITY shall comply with this Agreement and Applicable Laws.

ARTICLE 6
INDEMNIFICATION AND INSURANCE

*6.1 **General Indemnity**.*

(a) Scope of Indemnity. Subject to the provisions of Section 8.9 ("Waiver of Certain Damages"), each Party hereby protects, defends, indemnifies and holds harmless the other Party, its Affiliates, directors, officers, and employees, from and against all claims, demands, causes of action, judgments, liabilities and associated costs and expenses (including reasonable attorney's fees) arising from property damage, bodily injuries or death suffered by any third party Person (including, without limitation, employees of CITY) related to, arising from, or connected to the performance by the indemnifying party of its obligations hereunder, except to the extent that an act or omission of the indemnitee contributed to the loss, injury or property damage.

(b) Indemnification Procedure. The indemnitor, upon the other Party's request, shall defend any suit asserting a claim covered by this indemnity and shall pay its costs, subject to apportionment in the event of the indemnitee's comparative fault, including reasonable legal fees, that may be incurred by the other Party in enforcing this indemnity, provided that the indemnitor shall be entitled, at its option, to assume and control the defense with reasonable input from the indemnitee and any settlement of such suit shall first be submitted to the indemnitee for prior approval. If indemnitee fails to approve a settlement proposed by indemnitor, indemnitor may settle such claim on its behalf only, without relinquishing any rights of indemnitee. If indemnitee fails to approve any such settlement, indemnitor shall thereafter have no further obligations or liability to indemnitee in connection with such settled claim.

(c) Survival. Each indemnity set forth in this Article 6 is a continuing obligation, separate and independent of the other obligations of each Party and survives the expiration or termination hereof. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

*6.2 **Insurance**.* (a) SELLER, at its own cost and expense, shall maintain and keep in full force and effect from the date hereof through the later of the date of expiration or termination of the Agreement, the following insurance coverage:

(i) Workers' Compensation Insurance for statutory obligations imposed by applicable state laws, and Employer's Liability Insurance with a minimum limit of one million dollars ($1,000,000) for disease and injury to employees; and

(ii) Commercial General Liability Insurance, including premises and operations, bodily injury, broad form property damage, products/completed operations, contractual liability and independent contractors protective liability all with minimum combined single limit liability of five million dollars ($5,000,000).

(b) All insurance policies required to be obtained hereunder shall provide insurance for occurrences from the date hereof through the later of the expiration or termination hereof. The CITY, its officers, agents and employees shall be named as additional insured on all insurance policies required by the specifications hereunder to be purchased by the SELLER. All insurance coverage required by this Agreement shall be issued by an insurer with an A.M. Best's rating of not less than "A-" or such other insurer as is reasonably acceptable to CITY.

(c) SELLER shall require its insurer(s) to endeavor to notify the CITY of any non-renewal of, or cancellation of, the insurance required by this Section 6.1 at least thirty (30) Days prior to the effective date of such change or cancellation except in the case of non-payment of premiums in which case the notice shall be ten (10) Days. Within fifteen (15) Days after the date hereof, SELLER shall provide to the CITY and thereafter maintain with the CITY a current certificate of insurance verifying the existence of the insurance coverage required by this Agreement.

ARTICLE 7
GOVERNMENT APPROVALS

7.1 ***Government Approvals - SELLER's Obligation.*** Except with respect to governmental approvals, licenses and permits that may be required to allow CITY to perform its obligations hereunder or as otherwise specified hereunder (all of which shall be obtained and maintained by CITY at its sole cost), SELLER shall secure and maintain, at no cost to CITY, all governmental approvals, permits (including environmental permits), licenses, easements, rights-of-way, releases and other approvals necessary for the construction, engineering, operation and maintenance of the Wind Project, and the performance by SELLER of its obligations hereunder.

7.2 ***Assistance.*** At SELLER's request, CITY shall use reasonable efforts to assist SELLER in obtaining and retaining such permits, licenses, releases and other approvals as are necessary for the operation and maintenance of the Wind Project, and the performance by SELLER of its obligations hereunder. At CITY's request, SELLER shall use reasonable efforts to assist CITY in obtaining and retaining such permits, licenses, releases and other approvals as are necessary for the performance by CITY of its obligations hereunder. Each Party shall reimburse the other Party for out-of-pocket costs reasonably incurred by such other Party in rendering assistance under this Section 7.2.

7.3 ***Government Approvals – CITY's Obligation.*** CITY shall secure and maintain, at no cost to SELLER, all government registrations, approvals, permits, licenses, easements, rights of way, releases and other approvals necessary for the performance by CITY of its obligations hereunder, if any. At CITY's request, SELLER shall use commercially reasonable efforts to assist CITY in obtaining and retaining such government approvals, permits, licenses, releases and other approvals necessary for the performance by CITY of its obligations hereunder, if any. Each Party shall reimburse the other Party for out-of-pocket costs reasonably incurred by such other Party in rendering assistance under this Section 7.3.

ARTICLE 8
MISCELLANEOUS

8.1 Confidential Information.

(a) The Parties have and will develop certain information, processes, know-how, techniques and procedures concerning the Wind Project, that they consider confidential and proprietary (the "Confidential Information"). Notwithstanding the confidential and proprietary nature of such Confidential Information, the Parties (each, the "Disclosing Party") may make such Confidential Information available to the other (each, a "Receiving Party") subject to the provisions of this Section 8.1.

(b) Upon receiving or learning of Confidential Information, the Receiving Party shall:

(i) Treat such Confidential Information as confidential and use reasonable care not to divulge such Confidential Information to any third party except as required by law, subject to the restrictions set forth below;

(ii) Restrict access to such Confidential Information to only those of its employees, directors, agents or third party contractors who need to know it, and for the purposes of this Agreement who shall be bound by the terms of this Section 8.1; and

(iii) Use such Confidential Information solely for the purpose of developing the Wind Project, and for purposes of this Agreement.

(c) The restrictions of this Section 8.1 do not apply to:

(i) Release of this Agreement or any part or summary hereof to any Governmental Entity required for obtaining any approval or making any filing pursuant to Sections 3.2, 7.1 or 7.3, provided that (a) each Party agrees to cooperate in good faith with the other to maintain the confidentiality of the provisions of this Agreement by requesting confidential treatment with all filings to the extent appropriate and permitted by Applicable Law and (b) the Receiving Party, shall provide reasonable notice to the Disclosing Party, prior to disclosure (if not prevented by law), of the time and scope of the intended disclosure in order to provide the Disclosing Party an opportunity to obtain a protective order or otherwise seek to prevent, limit the scope of, or impose conditions upon such disclosure;

(ii) Information which is, or becomes, publicly known or available other than through the action of the Receiving Party in violation of this Agreement;

(iii) Information which is in the possession of the Receiving Party prior to receipt from the Disclosing Party or which is independently developed by the Receiving Party prior to the date hereof, provided that the Person or Persons developing such information have not had access to any Confidential Information;

(iv) Information which is received from a third party which is not known (after due inquiry) by Receiving Party to be prohibited from disclosing such information pursuant to a contractual, fiduciary or legal obligation; and

(v) Information which is, in the reasonable opinion of counsel of the Receiving Party, required to be disclosed pursuant to Applicable Law; the Receiving Party shall provide reasonable notice to the Disclosing Party of the time and scope of the intended disclosure.

(d) Notwithstanding the foregoing, SELLER may disclose Confidential Information to the Lenders and any other financial institutions expressing an interest in providing equity or debt financing or refinancing and/or credit support to SELLER, and the agent or trustee of any of them.

(e) Neither Party shall issue any press or publicity release, other than information that is, in the reasonable written opinion of counsel to the Disclosing Party, required to be distributed or disseminated pursuant to Applicable Law (provided that the Disclosing Party has given notice to, and an opportunity to prevent disclosure by, the other Party as provided in Section 8.1(c)(v)), concerning this Agreement or the participation of the other Party in the transactions contemplated hereby without the prior written approval of the other Party. This provision shall not prevent the Parties from releasing information which is required to be disclosed in order to obtain permits, licenses, releases and other approvals relating to the Wind Project, or as are necessary in order to fulfill such Party's obligations under this Agreement.

(f) The obligations of the Parties under this Section 8.1 shall remain in full force and effect for three (3) years following the expiration or termination of this Agreement.

8.2 Successors and Assigns; Assignment.

(a) This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party.

(b) Notwithstanding the foregoing, no consent shall be required for:

(i) Any assignment of this Agreement by SELLER to any Lenders as collateral security for obligations under the financing documents entered into with such Lenders;

(ii) Any assignment by the Lenders to a third party after the Lenders have exercised their foreclosure rights with respect to this Agreement or the Wind Project;

(iii) Any assignment or transfer of this Agreement by SELLER to an Affiliate of SELLER provided that SELLER remains liable for the obligations hereunder;

(iv) Any assignment or transfer of this Agreement by SELLER or CITY to a Person succeeding to all or substantially all of the assets of such Party, provided that such Person's creditworthiness is equal to or better than that of such Party, as reasonably determined by the non-assigning Party, and provided further that such Person must have the technical expertise and capability (or must have retained such technical expertise and capability) to perform such Party's obligations under this Agreement, as reasonably determined by the non-assigning Party; or

(v) Any assignment or transfer of this Agreement by CITY to an Affiliate, provided that CITY remains liable for the obligations hereunder.

(c) CITY acknowledges that upon an event of default under any financing documents relating to the Wind Project, any of the Lenders may (but shall not be obligated to) assume, or cause its designee or a new lessee or purchaser of the Wind Project, to assume, all of the interests, rights and obligations of SELLER thereafter arising under this Agreement.

(d) If the rights and interests of SELLER in this Agreement shall be assumed, sold or transferred as herein provided, and the assuming party shall agree in writing to be bound by and to assume, the terms and conditions hereof and any and all obligations to CITY arising or accruing hereunder from and after the date of such assumption, then SELLER shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and CITY shall continue this Agreement with the assuming SELLER as if such Person had been named as SELLER under this Agreement; provided, however, if a Lender assumes this Agreement as provided herein, CITY acknowledges and agrees that such Lender shall not be personally liable for the performance of such obligations hereunder except to the extent of all of Lender's right, title and interest in and to the Wind Project. Notwithstanding any such assumption by any of the Lenders or a designee thereof, SELLER shall not be released and discharged from and shall remain liable for any and all obligations to CITY arising or accruing hereunder prior to such assumption.

(e) If the rights and interests of CITY in this Agreement shall be assumed, sold or transferred in accordance with the terms of this Agreement, and the assuming party shall agree in writing to be bound by and to assume, the terms and conditions hereof and any and all obligations to SELLER arising or accruing hereunder from and after the date of such assumption, then CITY shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and SELLER shall continue this Agreement with the assuming party as if such Person had been named as CITY under this Agreement.

(f) The provisions of this Section 8.2 are for the benefit of the Lenders as well as the Parties hereto, and shall be enforceable by the Lenders as express third party beneficiaries hereof. CITY hereby agrees that none of the Lenders, nor any bondholder or participant for whom they may act or any trustee acting on their behalf, shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of SELLER or shall have any obligation or liability to CITY with respect to this Agreement except to the extent any of them becomes a party hereto pursuant to this Section 8.2.

8.3 Financing Liens.

(a) SELLER, without approval of CITY, may, by security, charge or otherwise encumber its interest under this Agreement for the purposes of financing the development, construction and/or operation of the Wind Project, and the SELLER's Interconnection Facilities.

(b) Within ten (10) Business Days of making such encumbrance, SELLER shall notify CITY in writing of the name, address, and telephone and facsimile numbers of each Lender to

which SELLER's interest under this Agreement has been encumbered. Such notice shall include the names of the account managers or other representatives of the Lenders to whom all written and telephonic communications may be addressed.

(c) After giving CITY such initial notice, SELLER shall promptly give CITY notice of any change in the information provided in the initial notice or any revised notice.

(d) If SELLER encumbers its interest under this Agreement as permitted by this Section 8.3, the following provisions shall apply:

(i) The Parties, except as provided by the terms of this Agreement, shall not modify or cancel this Agreement without the prior written consent of the Lenders;

(ii) The Lenders or their designees shall have the right, but not the obligation, to perform any act required to be performed by SELLER under this Agreement to prevent or cure an Event of Default by SELLER and such act performed by the Lenders or their designees shall be as effective to prevent or cure an Event of Default as if done by SELLER;

(iii) CITY shall upon request by SELLER execute statements certifying that this Agreement is unmodified (or, modified and stating the nature of the modification), in full force and effect and the absence or existence (and the nature thereof) of then known Events of Default hereunder by SELLER and documents of consent to such assignment to the encumbrance and any assignment to such Lenders, provided, upon the receipt of a written request from SELLER or any Lender, CITY shall execute, or arrange for the delivery of, such certificates, opinions and other documents, provided, that in responding to any such request, CITY shall have no obligation to provide any consent, or enter into any agreement, that materially adversely affects any of CITY's rights, benefits, risks and/or obligations under this Agreement. SELLER shall reimburse, or shall cause the Lender to reimburse, CITY for expenses as may be reasonably necessary in order for SELLER to consummate any financing or refinancing; and

(iv) Upon the receipt of a written request from SELLER or any Lender, CITY shall execute, or arrange for the delivery of, such certificates, opinions and other documents at the SELLER's or Lender's expense as may be reasonably necessary in order for SELLER to consummate any financing or refinancing of the Wind Project or any part thereof, and will enter into reasonable agreements with such Lender, including a consent to assignment in a form reasonably acceptable to Lender, provided, upon the receipt of a written request from SELLER or any Lender, CITY shall execute, or arrange for the delivery of, such certificates, opinions and other documents, provided, that in responding to any such request, CITY shall have no obligation to provide any consent, or enter into any agreement, that materially adversely affects any of CITY's rights, benefits, risks and/or obligations under this Agreement. SELLER shall reimburse, or shall cause the Lender to reimburse, CITY for expenses as may be reasonably necessary in order for SELLER to consummate any financing or refinancing. Said agreements will grant certain rights to the Lenders as more fully developed and described in such documents, including (a) this Agreement shall not be terminated (except for termination pursuant to the terms of this Agreement) without the consent of Lender, which consent is not to be unreasonably withheld or delayed, (b) Lenders shall be given notice of, and the opportunity to cure as provided in Section 3.3(d), any breach or default of this Agreement by

SELLER, (c) that if the Lender forecloses, take a deed in lieu of foreclosure or otherwise exercise its remedies pursuant to any security documents, then (1) CITY shall, at Lender's request, continue to perform all of its obligations hereunder, and Lender or its nominee may perform in the place of SELLER, and may assign this Agreement to another Person in place of SELLER, (2) Lender shall have no liability under this Agreement except during the period of such Lender's ownership or operation of the Wind Project, and (3) that CITY shall accept performance in accordance with this Agreement by Lender or its nominee, and (d) that CITY shall make representations and warranties to Lender as Lender may reasonably request with regard to (1) CITY's existence, (2) CITY's authority to execute, deliver and perform this Agreement, (3) the binding nature of the document evidencing CITY's consent to assignment to Lender and this Agreement on CITY and (4) receipt of regulatory approvals by CITY with respect to its execution and performance under this Agreement.

8.4 Notices. Each notice, request, demand, statement or routine communication required or permitted under this Agreement, or any notice or communication that either Party may desire to deliver to the other, shall be in writing and shall be considered delivered effective: (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email. Each such notice must be addressed to the other Party at its address indicated below or at such other address and by means as either Party may designate for itself in a written notice to the other Party in accordance with this Section 8.4.

If to SELLER:

Crystal Lake Wind III, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attn: Business Manager
Telephone: (561) 304-5076
Facsimile: (561) 304-5840

With copies of all notices relating to Events of Default, termination and other legal notices to:

NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attn: General Counsel
Telephone: (561) 304-5674
Facsimile: (561) 691-2988

If to CITY:

City of Columbia

Attention: Tad Johnsen, Director of Water and Light

P.O. Box 6015

Columbia, Missouri 65205

Email: TAJOHNSE@GoColumbiaMo.com

SELLER must send all invoices to:
City of Columbia
Attn: Jim Windsor
P.O. Box 6015
Columbia, Missouri 65205
Email: JRW@GoColumbiaMo.com

8.5 Force Majeure. The performance of any obligation required hereunder shall be excused during the continuation of any Force Majeure event suffered by the Party whose performance is hindered in respect thereof, and the time for performance of any obligation that has been delayed due to the occurrence of a Force Majeure event. The Party experiencing the delay or hindrance shall use reasonable efforts to immediately notify the other Party in writing describing in detail the occurrence of such Force Majeure event and the anticipated period of delay, but in no event shall the notification take longer than three (3) days after the commencement of the Force Majeure event, provided that the failure of the Party experiencing the delay or hindrance to notify the other Party within such three (3) Day period shall not preclude such Party from claiming a Force Majeure event hereunder. In any event the Party claiming Force Majeure shall provide detailed written notice of Force Majeure to the other Party prior to making a claim against the other Party for default. Each Party suffering a Force Majeure event shall take, or cause to be taken, such action as may be necessary to overcome or otherwise to mitigate, in all material respects, the effects of any Force Majeure event suffered by either of them and to provide written notice to the other Party of such actions, and to resume performance hereunder as soon as practicable under the circumstances.

8.6 Amendments. This Agreement shall not be modified nor amended unless such modification or amendment shall be in writing and signed by authorized representatives of both Parties.

8.7 Audit. Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement including amounts of Purchased Energy and Curtailed Energy. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Late Payment Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twenty four (24) months from the rendition thereof, and thereafter any objection shall be deemed waived.

8.8 Waivers. Failure to enforce any right or obligation by any Party with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter nor to any other matter. Any waiver by any Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in

writing. Such waiver shall not be deemed a waiver with respect to any subsequent default or other matter.

8.9 Waiver of Certain Damages. Notwithstanding any other provision of this Agreement (except to the extent indemnification payments are made pursuant to Section 6.1 as a result of an indemnified Person's obligation to pay special, indirect, incidental, punitive or consequential damages to a third party (excluding either Party's Affiliates, officers, directors, shareholders or members) as a result of actions included in the protection afforded by the indemnification set forth in Section 6.1 and except as otherwise provided in Sections 2.4 and 2.5), neither CITY nor SELLER (nor any of their Affiliates, contractors, consultants, officers, directors, shareholders, members or employees) shall be liable for special, indirect, incidental, punitive or consequential damages under, arising out of, due to, or in connection with its performance or non performance of this Agreement or any of its obligations herein, whether based on contract, tort (including, without limitation, negligence), strict liability, warranty, indemnity or otherwise.

8.10 Survival. Notwithstanding any provisions herein to the contrary, the obligations set forth in Sections 8.1 and 8.9, the indemnity obligations set forth in Article 6, and the limitations on liabilities set forth herein shall survive (in full force) the expiration or termination of this Agreement.

8.11 Severability. If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void, all other terms of the Agreement shall remain in effect; provided that the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any Applicable Law and the intent of the Parties.

8.12 Standard of Review. Absent the agreement of the Parties to the proposed change, the standard of review for changes to this Agreement proposed by a Party, a Person or the Federal Energy Regulatory Commission acting sua sponte shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine), unless overruled.

8.13 Governing Law And Venue. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of the federal courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

8.14 [Intentionally Deleted]

8.15 Waiver of Trial by Jury. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS

(WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

8.16 Disputes. In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement (collectively, a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations between the Parties. If such consultations do not result in a resolution of the Dispute within fifteen (15) days after notice of the Dispute has been delivered to either party, then such Dispute shall be referred to the senior management of the Parties for resolution. If the Dispute has not been resolved within fifteen (15) days after such referral to the senior management of the Parties, then either Party may pursue all of its remedies available hereunder.

8.17 No Third-Party Beneficiaries. Except as set forth in Article 6 and in Sections 8.2, 8.3 and 8.9, this Agreement is intended solely for the benefit of the Parties hereto and nothing contained herein shall be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement.

8.18 No Agency. Except with respect to SELLER acting as Market Participant for CITY, and only to the extent that SELLER acting as Market Participant for CITY constitutes an agency relationship pursuant to the rules and procedures of the Transmission System Operator, this Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.19 Cooperation. The Parties acknowledge that they are entering into a long term arrangement in which the cooperation of both of them will be required.

(a) In the event that, at any time during the Term, any of the following occurs the effect of which is that the benefits and burdens of this Agreement are no longer as contemplated by the original intentions of the Parties, the Parties shall use their commercially reasonable efforts to reform or, if required by Applicable Law, with respect to CITY, or the board of directors (or equivalent governing body) of SELLER, amend this Agreement in order to give effect to the original intentions of the Parties regarding the appropriate allocation of benefits and burdens to each Party:

(i) if any Governmental Entity levies or otherwise imposes a tax on the sale or purchase of Energy and or Credits ("Transfer Taxes") that was not in effect as of the Effective Date, regardless of whether such Transfer Taxes are imposed on CITY or SELLER, but excluding in all events taxes based on or measured by net income; or

(ii) the applicable Transmission System Operator or Transmission System Operator Tariff is changed in a manner that materially adversely affects SELLER or CITY; or

(iii) if an applicable regional reliability council issues a directive, rule or regulation that materially adversely affects SELLER or CITY.

(b) With respect to Section 8.19(a)(ii) or (a)(iii), no Party is obligated to agree to a change in the Fixed Rate.

(c) With respect to Section 8.19(a)(i), the Parties acknowledge that there are currently no known Transfer Taxes that would apply to either CITY or SELLER and that the Fixed Rate is based upon this fact. Should any Governmental Entity levy or otherwise impose a tax on the sale or purchase of Energy and or Credits that was not in effect as of the Effective Date, the Parties shall negotiate and these negotiations may result in an amendment to the contract which includes an appropriate adjustment in the Fixed Rate.

8.20 Further Assurances. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 8.20.

8.21 Good Faith. The Parties shall act in accordance with principles of good faith and fair dealing in the performance of this Agreement.

8.22 Services Contract. The Parties intend that this Agreement be a "service contract" within the meaning of Section 7701(e)(3) of the Code, and the Parties shall not take any position inconsistent with such treatment. Without limiting the foregoing, neither CITY nor any party related to CITY shall have the right or be deemed to operate the Wind Project for purposes of Section 7701(e)(4)(A)(i) of the Code. Notwithstanding any provision to the contrary under this Agreement, neither CITY nor any party related to CITY shall (a) bear or be deemed to bear any significant financial burden if there is nonperformance by SELLER under this Agreement, as the phrase "any significant financial burden if there is nonperformance" is used in Section 7701(e)(4)(A)(ii) of the Code; or (b) be deemed to receive any significant financial benefit if the operating costs of the Wind Project are less than the standard of performance and/or operation set forth in this Agreement, as the phrase "significant financial benefit if the operating costs of the Wind Project are less than the standards of performance or operation" is used in Section 7701(e)(4)(A)(iii) of the Code.

8.23 Captions; Construction. All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the content or scope of this Agreement. Any term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

8.24 Employment of Unauthorized Aliens Prohibited. SELLER agrees to comply with Missouri State Statute Section 285.530 in that SELLER shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, SELLER shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

SELLER shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8.25 Entire Agreement

This Agreement shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement.

8.26 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement in the manner appropriate to each on the date set forth above.

CRYSTAL LAKE WIND III, LLC

By: _____

Name: Rebecca Kujawa

Title: President

ATTEST:

_____

Signature

Name:_____

Title:_____

CITY OF COLUMBIA, MISSOURI

By: _____

Mike Matthes, City Manager

ATTEST:

_____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____

Nancy Thompson, City Counselor

EXHIBIT "A"

DESCRIPTION OF WIND PROJECT

SELLER has built and owns and operates a Wind Project with a capacity rating of 45 MW (66 MW minus 21 MW comprising the 2012 Specified Turbines). The Wind Project is located in Hancock and Winnebago Counties, Iowa. The Wind Project will generate electrical power that will be sold wholesale.

The Wind Project consists of:

- 30 GE wind turbine generators ("Turbines") on tubular steel towers. Each individual Turbine has a capacity rating of 1.5 MW.
- A network of several miles of low profile, gravel field roads providing access to the Turbines.
- Electrical transformation equipment located at the Wind Project.
- An underground and aboveground electric cable collection system to carry electricity to the substation.
- An underground and aboveground fiber-optic data collection system.
- Maintenance/field office(s).

Nothing in this Exhibit "A" is intended to either (i) limit the right of SELLER to make any changes to the Wind Project it elects to undertake that are consistent with this Agreement, or (ii) grant any rights to CITY regarding the description, nature or components of the Wind Project.

EXHIBIT "B"

INTERCONNECTION DIAGRAM AND DELIVERY POINT

The Wind Project is connected to the ITC Midwest Lime Creek Substation via a 5 mile 59 KV transmission line and a 38 mile 161 KV transmission line. The Delivery Point is the commercial pricing node in the MISO model called ALTW.CRLK3CWLD (or its successor), which node is located at the high side of the bus at the Lime Creek Substation.

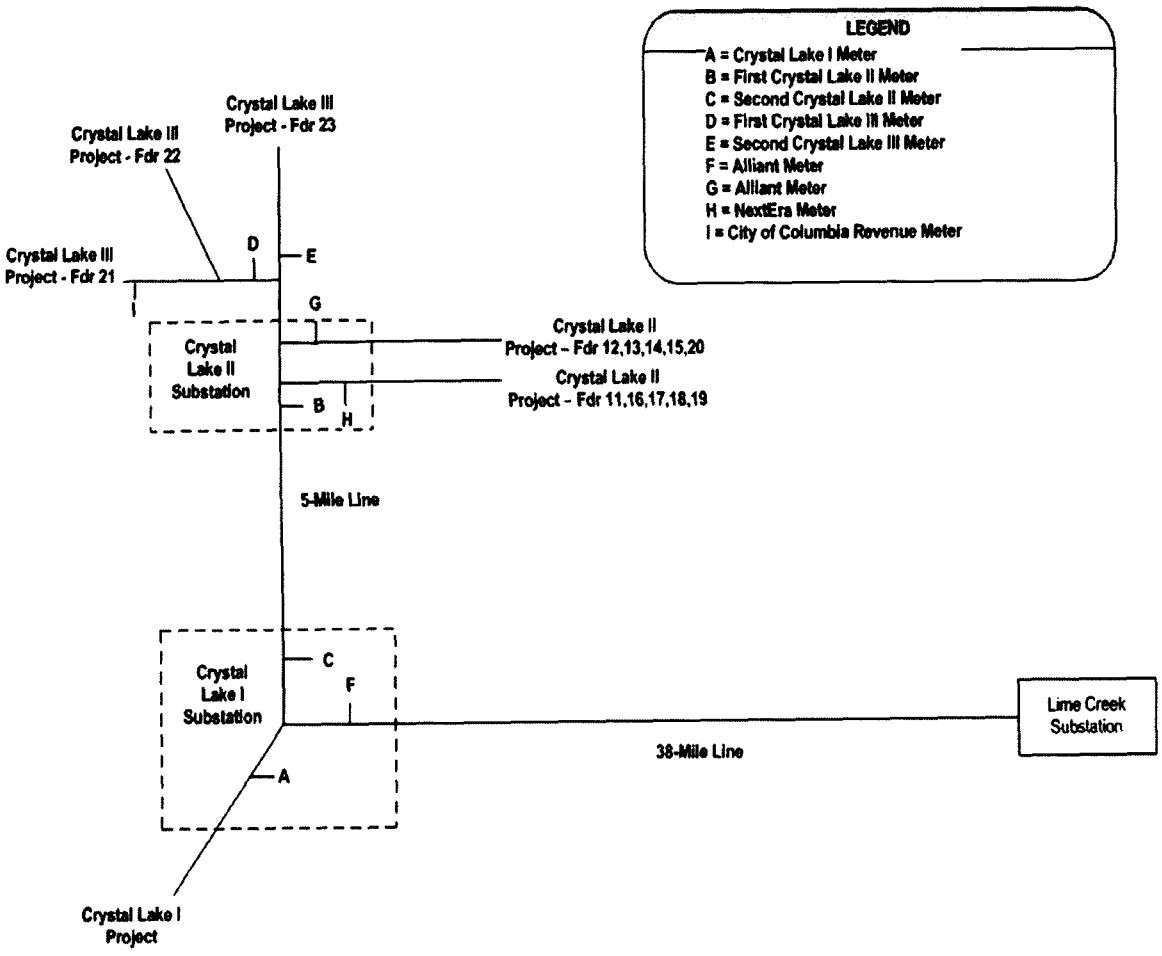

EXHIBIT "C"

NEXTERA ENERGY POWER MARKETING, INC.

RENEWABLE ATTESTATION FORM

I. Facility information

Name of Generation Facility ("Facility"):

_____

Company or Person that Owns Facility ("SELLER"):

_____

Address of Facility:

_____

_____

North American Electricity Reliability Corporation (NERC) region in which Facility is located[1]:

_____

Facility ID Number[2]: _____ EIA or QF? (circle one) Capacity (MW):

_____

Date Facility was First Operational: ___/___/___ Date of Capacity Upgrade or Repowering[3]:___/___/___

Contact Person: _____

Title: _____

Telephone: _____

Email Address: _____

---

[1] If you are unsure of which region Facility is in, see http://www.nerc.com/regional/

[2] Enter Energy Information Administration (EIA) identification number for the generating facility; if no EIA number, enter the utility-assigned Qualifying Facility (QF) identification number.

[3] If applicable, Repowered facilities must meet Green-e's criteria for repowering, available at http://www.green-e.org/docs/Repowering_Defin_and_Intstructions.doc

II. Renewable Electricity or RECs[4] supplied to CITY indicated below, by fuel type

III. Declaration

I, (print name and title) _____, declare that the (indicate with "x") ____ electricity bundled with renewable attributes / ____ renewable attributes only[5] listed above were sold exclusively from SELLER to _____ ("CITY").

I further declare that:p

1) all the renewable attributes (including CO2 benefits), including any emissions offsets, reductions or claims, represented by the renewable electricity generation listed above were transferred to CITY;

2) to the best of my knowledge, the renewable attributes were not sold, marketed or otherwise claimed by a third party other than CITY;

3) SELLER sold the renewable attributes only once;

4) the renewable attributes or the electricity that was generated with the attributes was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate by SELLER, nor to the best of my knowledge, by any other entity other than CITY; [6]

5) the renewable electricity sold or electricity associated with the attributes sold was not used on-site for powering electric generation equipment (parasitic load);

6) if CITY is receiving electricity bundled with renewable attributes from SELLER, the renewable electricity was delivered into the NERC region in which Facility is located;

7) if Facility is located in Canada, it is EcoLogo certified and was throughout the Period of Generation; and

8) the electricity that was generated with the attributes was not separately sold, separately marketed or otherwise separately represented as renewable energy by SELLER, or, to the best of my knowledge, any other entity other than CITY.

Please indicate the following:

Is Facility owner reporting its direct greenhouse gas emissions in a legally binding cap and trade program for the time period of generation listed on this form?

---

[4] Renewable Energy Certificates, which represent the renewable attributes of 1 MWh of renewable electricity generation.

[5] If selling renewable attributes to CITY without electricity, please fill in the name of the load serving entity buying the undifferentiated electricity, if applicable at the bottom of this page.

[6] Renewable attributes used by CITY for any of the purposes listed in 4) are ineligible for Green-e certification.

Yes;[7] list the cap and trade program: _____

No

If SELLER is providing only RECs to CITY and selling the associated electricity to a utility or load-serving entity, please write the name of the utility or load-serving entity here:

_____

Check box if sale is part of a Qualifying Facility (QF) Facility

As an authorized agent of SELLER, I attest that the above statements are true and correct.

_____ _____

Signature Date

_____

Place of Execution

This Form is used by the Center for Resource Solutions to verify the accuracy of claims made by retail marketers. The information on this form is held strictly confidential and will not be shared with any other party except in aggregate form.

[7] In this case the renewable energy or RECs reported on this form may be ineligible for Green-e certification. For more information, contact Green-e Staff at 415-561-2100.

EXHIBIT "D"

SPECIFIED TURBINES

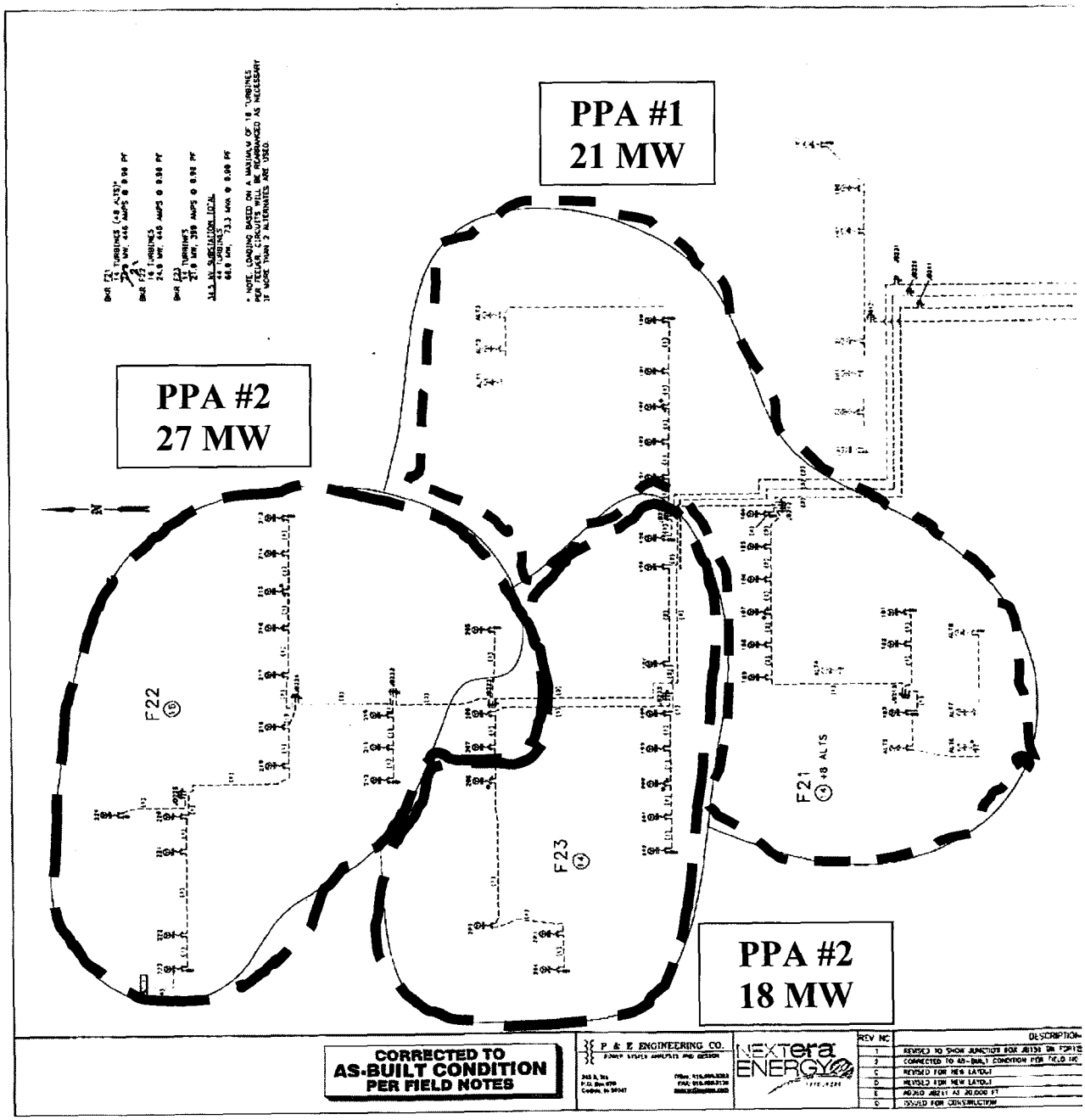

Exhibit "E"

INTENTIONALLY DELETED.

Exhibit "F"

FIXED RATE

CONTRACT YEAR*	CONTRACT RATE ($/MWh)
1	$19.55
2	$19.94
3	$20.34
4	$20.75
5	$21.16
6	$21.58
7	$22.02
8	$22.46
9	$22.91
10	$23.36
11	$23.83
12	$24.31
13	$24.79
14	$25.29
15	$25.80
16	$26.31

B315-16