

February 5th, 2014

**Solexus Development / Strata Solar Proposal for
City of Nixa, Missouri**

Introduction

As the cost of solar energy continues to fall, it has become an increasingly attractive option for new power generation. We are pleased to see the City of Nixa taking a leadership position in this on-going shift. An investment in solar energy will provide your residents with clean sustainable energy at a competitive long-term rate for decades to come.

Solexus Development, a St. Louis based solar project developer, has partnered with Strata Solar an industry leading engineering, procurement and construction firm based in Chapel Hill, North Carolina to submit a proposal to the City of Nixa. Our team brings together all of the key requirements for a successful project: a local presence with development experience, the highest quality design and engineering, the most cost effective construction practices, and access to extremely competitive project capital. We strongly believe that these unique capabilities will provide a winning solution for the City of Nixa.

Solexus Development and Strata Solar are pleased to submit the following proposal to the City of Nixa for a solar photovoltaic energy system. Below are the key characteristics of the project as well as background information for Solexus and Strata.

Please feel free to contact David Bunge, President of Solexus Development if you have any questions regarding our proposal. We look forward to a successful partnership

Nixa Solar Farm

- Strata Solar has built over 150MW of operational solar facilities
- Solexus and Strata were successfully awarded a power purchase contract with City Utilities of Springfield for a 4.95MW AC facility to be commissioned in July 2014.
- Nixa solar project will be located on approximately 72 acres at 1586 West Mt. Vernon Street in Christian County, MO
- Proposed system size of 7.82MW AC
- Projected year one annual output of 15,193, 211 kWh
- Proposed year one pricing of 6.5 cents per kWh with an annual escalator of 2.5%
- Projected savings to the City of Nixa over the 25 year contract = \$11,061,467¹
- Estimated commissioning date of 12/31/14

¹Current projected Net energy costs are based on the City of Nixa's Monthly Bill Estimate dated August 19th, 2013. These estimates are based on the average annual escalation rate of 3.88% observed in the projections for 2014-2017 in the Monthly Bill Estimate.

Solexus Development:

Solexus Development is led by David Bunge. Originally from Mexico, Missouri, David moved back to the St. Louis area in 2011 to apply his experience in solar project development to help promote new market opportunities in the Midwest. David has been active in solar project development since 2007. He is an intelligent and highly motivated professional with experience in all aspects of project development from incentive analysis and project origination, to power purchase agreement negotiation and construction.

Prior to founding Solexus Development, David Bunge spent four years as Key Account Manager of Schuco USA's solar team. In this capacity, David spear-headed Schuco's project activities across the country, negotiating with leading developers, installers, and investors to provide modules, racking, and inverters to commercial and utility-scale projects. From 2010-2012, he led the sales team in total revenue.

From 2007-2009, David served as Business Development officer for PVee LLC, a project development company based in Raleigh, North Carolina. At PVee LLC, he oversaw project origination activities for utility-scale opportunities from 1MW to 16MW with fortune 500 clients and leading utilities.

David received his MBA from North Carolina State's Jenkin's School of Management in Raleigh, NC with a concentration in High Technology Entrepreneurship. He completed his undergraduate studies at Davidson College in Davidson, NC.

Key Accomplishments

- **Created Key Account position allowing Schuco to expand into project business**
- **Highest grossing sales person 3 years in a row with revenues in excess of \$57MM**
- **2010 Most Total Margin Award**
- **Sold complete system solutions to generate higher margin and repeat sales opportunities**
- **As Business Development Officer, took responsibility for all sales and marketing materials including the company business plan**
- **Collaborated on the design of a proprietary financing model and led fund-raising**
- **Generated opportunities from \$7 million to \$112 million with Fortune 500 clients and publicly traded electric utilities**

Strata Solar:

Strata Solar is committed to the concept of fostering sustainability and environmental and social responsibility. Our elegant products install quickly and easily, last longer and perform better. We are confident in the quality of our systems, which are guaranteed to deliver clean energy for decades, and we back up that commitment with superior customer support during planning, installation and throughout the lifetime of our systems.

Strata Solar is a first-class EPC firm, providing engineering, procurement and construction services to the local and national solar industry. Strata Solar is headquartered in its LEED Silver certified office and showroom in Chapel Hill, North Carolina with an expansive warehouse nearby. Strata also has operations in Ontario, Canada and San Francisco, California.

Strata Solar employs a team of professionals devoted to the promotion of renewable energy with backgrounds in engineering, architecture and construction. We pride ourselves on our engineering capabilities and have several engineers on staff to ensure that the systems that Strata constructs are designed to be safe, easy to maintain, robust, aesthetically pleasing



and as productive as possible. Our team of dedicated installers have years of construction experience, as well as NABCEP certifications in both PV and thermal installations. Their keen attention to detail has served to distinguish Strata Solar and build a reputation for top quality installations. At Strata, safety is a top priority. All of our management and installers are OSHA 10 certified and take care to ensure that all our work is done in a safe and hazard free manner.

Strata Solar has many satisfied customers in the corporate, utility, education and government sectors including Duke Energy, Bayer CropScience, GlaxoSmithKline, Ikea, Lowe's Home Improvement, BoJangles, Johnson Controls, Halifax Electric Membership Co-op, UNC-Chapel Hill, NC State University, Durham Technical Community College, Wake Technical Community College, NOAA, Army Corp of Engineers and the NC Museum of Natural History to name a few.

Markus Wilhelm – Founder and CEO

Education:

- Diplom-Kaufmannm [German equivalent of MBA], University of Passau, Germany

Experience Summary: Markus has over 25 years of experience in the media industry, mostly with Bertelsmann AG and Time Warner, serving as CEO for publishing and direct marketing firms including Bookspan, Doubleday Direct, and companies in the UK, Canada, Australia/New Zealand, China and Korea. Markus has been a member and Chairman of many boards, e.g. he served as Chairman of the Direct Marketing Association, was a Board member of the DMEF, on the Board of Barnes & Noble, Chairman of Syskoplan, Board of Ordertrust Inc., etc. Markus is currently a Board member of Guthy-Renker, a Member of the Energy Policy Council North Carolina, Chairman of the Renewables Committee, on the Advisory Board at the UNC School of Public Health, and on the Advisory Board of Collider Media.

John Morrison, PE – Chief Operating Officer

Education:

- MBA in Marketing, Operations and Management from Harvard Business School
- MS in Mechanical Engineering from Stanford University
- BS in Engineering and Applied Sciences from Yale University

Experience:

- Assistant Secretary for Energy in the NC Department of Commerce
- COO of Advanced Energy, a non-profit which conducts clean energy research and market development
- Adjunct Professor in the College of Management at NC State University
- Director of Solar Applications for Carolina Power and Light (now Progress Energy)
- Advanced Energy Analyst at Pacific Northwest National Laboratories

Experience Summary: John has over 30 years of experience in the clean energy field. He has also served on a number of boards and organizations including the Electric Power Research Institute, the Biofuels Center of North Carolina, Southern States Energy Board, Association of State Energy Research and Technology Transfer Institutions, College of Management at NC State University, Sustainable North Carolina, American Production and Inventory Control Society, and NC Sustainable Energy Association.

Michael Cohen – VP, Business Development

Education:

- JD, Cum Laude, Georgetown University Law Center
- MS, Accounting, University of Florida
- BS, Accounting, University of Florida

Experience Summary: Michael has over 5 years of experience in the renewable energy industry assisting with mergers, acquisitions, divestitures, financing and equity investments on large scale energy projects. Some key highlights include: sale of 4000 MW wind farm development portfolio, and he assisted in developing, structuring and negotiating a joint venture between a solar manufacturer, a developer and a tax investor for a series of 1.5 MW distributed generation solar facilities in the Southwest. References

References

Contact Information:

- Jerry Shin, Chief Project Officer, Gehrlicher Solar America Corp – Construction Partner
Phone: 908-219-4379 / Cell: 908-967-9624 / E-mail: Jerry.Shinn@gehrlicher.com
- Ken Beiser, Managing Director, Tecta Solar – Construction Partner
Phone: 267-460-0525 / Cell: 917-459-8902 / E-mail: kbeiser@tectaamerica.com
- Patrick McConnell, Vice President, Stonehenge Capital Company, LLC – Financing Partner
Phone: 267-460-0525 / E-mail: cpmccConnell@stonehengecapital.com
- Matthew Keil, Vice President, BB&T Equipment Finance Corporation – Financing Partner
Phone: 919-716-9872 / E-mail: mkeil@bbandt.com

QUALIFICATIONS – Strata Solar Utility Scale PV – Dixon Dairy Road

Customer: **Duke Energy**
Size: **5 MW**
Location: **Kings Mountain, NC**
Commissioned: **December, 2011**

Number of Modules: **21672**
Type of Modules: **Astronergy 235 6610P**
Mounting System: **Schletter pile driven foundation**
Inverter: **9 SMA Sunny Central 500 HE-US**

Strata Solar developed and provided a turn-key EPC solution for the project. Strata Solar teamed with a local developer, Birdseye Renewable Energy, for the development of this project, including site control, interconnection, financing, off-taker and REC sales, regulatory compliance and site prep. Strata provided a turn-key EPC solution for this project which launched in December of '11.

Estimated Production: 6825 to 7261 MWh/year

**PVWATTS estimate as, 0.80 derate



QUALIFICATIONS – Strata Solar Utility Scale PV – Avery

Customer: **O2 Energies**
Size: 901.46 kW
Location: Newland, NC

Modules: 4340 REC 230 PE
Mounting System: Schletter pile driven foundation
Inverter: 2 SMA Sunny Central 500 HE-US

Strata Solar was the EPC for O2 Energies in constructing a 1 MW ground mount PV system in western North Carolina. Strata was able to engineer around some difficult geological features. Construction was completed and the system launched in September 2011

Estimated Production: 1268 to 1351 MWh/year

**PVWATTs estimate as of 12/21/10 , 0.80 derate



January 28, 2014

Doug Colvin
1111 W. Kathryn
PO Box 395
Director of Public Works
Nixa, Missouri 65714

RE: Solar Array Panel: Solexus Development and Strata Solar

Mr. Colvin:

Finley Engineering has reviewed plans dated 11/27/13 from Solexus Development regarding the installation of Solar Energy Facility located in Nixa, MO having a total capacity of 7.92MW AC. A site has been selected that is west of Espy substation and connection to the 12.47KV distribution system (see attachment showing location and route). Finley Engineering was tasked with the following:

- Review electrical plans and recommend distribution interconnect to Nixa's 12.47KV system.
- Provide a cost estimate for the interconnection.
- Determine potential issues that may arise from the new energy facility.

To connect the energy facility to the existing system from the preferred connection point will be tied directly to the 12.47 KV feeder (Espy 3A). This feeder will require modifications to allow energy flows from PV arrays. The estimated cost is \$184,764.10 (labor, material and engineering).

Areas of concern:

- Engineering will need to review coordination of protection devices. Final set of plans will be finalized if project is awarded.
- Require metering point and disconnect owned and operated by the City of Nixa.
- Recommend that City of Nixa's SCADA system is operational prior to energy facility start-up. This is to allow for monitoring the energy from PV arrays to flow onto the 12.47 KV system and maximize return.

- Recommend that Distribution Automation (DA) be installed on select feeders tied to Espy feeders to transfer load to maintain demand levels near maximum output of facility. It is recommended to have system installed close/prior to start-up of energy facility.
- Recommend language be placed in contract, if Strata Solar experiences a power transformer failure on the load side and that event causes a new demand set during extended outage, that a credit will be issued to Nixa.
- Harmonics could be an issue related to 8MW solar array. Further research required. Recommend placing a power quality meter at primary meter point to monitor startup and track power quality and harmonics if they exist.

If you have any further questions, please do not hesitate to call me at 417-262-1070.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael Socha", is written over a light blue rectangular background.

Michael Socha, P.E.
Manager Transmission/Distribution Services

Attachment

RENEWABLE POWER PURCHASE AGREEMENT

This RENEWABLE POWER PURCHASE AGREEMENT ("Agreement") is made and entered into this [] day of [], 2013 (the "Effective Date"), by and between ~~City Utilities~~ the City of Nixa, Missouri ("Buyer" or "Nixa"), and _____. ("Seller" or "Nixa Solar, LLC"), a corporation organized and existing under the laws of the State of Missouri. The Seller and Buyer each may be referred to as a "Party" or collectively as the "Parties."

RECITALS

1. Seller plans to construct and to initially own and operate a photovoltaic generating facility (the "Project") on a site located in Christian County, Missouri, with a nameplate capacity of approximately 7.92 MWs AC.

2. Buyer is willing to purchase and Seller is willing to sell all of the Capacity and Net Energy of the Project for a period of up to twenty-five (25) years, subject to the terms and conditions and at the prices set forth in this Agreement.

3. The Parties agree that this Agreement is limited to the sale of Capacity and Net Energy from the Project to the interconnection with Nixa distribution system and therefore does not contemplate or otherwise impose on Seller any obligation: (a) to provide for, or incur the costs of, interconnection of the Project with any transmission facilities beyond the Nixa distribution system, or (b) to comply with any regulatory or contractual requirements applicable to use of the such transmission facilities in connection with the sale to Buyer hereunder of Net Energy.

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

AGREEMENT

ARTICLE I DEFINITIONS

As used in this Agreement, the following terms, when initially capitalized, shall have the meanings specified in this Article I. Words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Good Utility Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Good Utility Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings.

Agreement. This contract, including all annexes, for the purchase of Capacity and Net Energy entered into between Seller and Buyer and as amended by the Parties from time to time.

Balancing Authority. The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time.

Bulk Power System. The part of the overall electric system in the United States that includes the generation of electricity and the transmission of electricity over high-voltage transmission lines to distribution companies. This includes power generation facilities, transmission lines, interconnections between neighboring transmission systems, and associated equipment. It does not include the local distribution of the electricity to homes and businesses.

Business Day. Means any day except Saturday, Sunday, or a Federal Reserve Bank holiday.

Buyer. Nixa and its permitted successors and assigns.

Capacity. The output potential a generator can produce under specified conditions. The capacity of generating equipment is generally expressed in kW or MW.

Commercial Operation Date. The first calendar day following a successful demonstration that the Project is capable of delivering power to Seller's meter and has reached an operating level of at least 7.92 MW AC in at least five (5) days within a 30 day period.

Contract Year. Each period of one year during the Term commencing on the Commercial Operation Date or an anniversary thereof, and ending on the day immediately prior to the next anniversary of the Commercial Operation Date.

Effective Date. The meaning ascribed to such term in the preamble hereof.

Emergency. Any condition or situation requiring actions or inactions that are reasonably necessary in order to (i) comply with any order issued by the applicable Reliability Coordinator under NERC reliability standards, (ii) preserve public health and safety, (iii) limit or prevent damage, or (iv) expedite restoration of service.

Energy. The amount of electricity either used or generated over a period of time; expressed in terms of kilowatt-hour (kWh) or megawatt-hour (MWh).

Environmental Attributes. All attributes (environmental or other) that are created or otherwise arise from the Project's generation of electricity using sunlight as a fuel in contrast to the generation of electricity using nuclear or fossil fuels or non-renewable resources, including, but not limited to, renewable energy credits, solar renewable energy credits, tags, certificates or similar products or rights associated with solar as a "green" or "renewable" electric generation resource. These attributes include all local, state or federal credits, allowances, offsets and similar rights issued, recognized, created or otherwise arising from the photovoltaic Project, Energy, or the delivery of the Net Energy to Buyer, which can be used to claim responsibility for any avoidance or reduction of emissions or pollutants, including, but not limited to, mercury, nitrogen oxide, sulfur dioxide, carbon dioxide, carbon monoxide, particulate matter or similar pollutants or contaminants of air, water or soil, under any governmental, regulatory or voluntary program, including the United Nations Framework Convention on Climate Change and related Kyoto Protocol or other program. Notwithstanding the foregoing, the term "Environmental Attributes" shall exclude any and all state and federal production tax credits, any investment tax credits, tax incentives, or tax grants, and any other tax credits, tax incentives or tax grants which are or will be generated or earned by the Project.

Environmental Law. Any federal, state and local laws including statutes, regulations, rulings, orders, administrative interpretations and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or hazardous substances as amended from time to time.

Environmental Liability. Any and all liability arising under, resulting from or imposed by any Environmental Law.

Good Utility Practice. Any of the practices, methods and acts engaged in or approved by the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result of the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be generally accepted and consistently adhered to acceptable practices, methods, or acts relevant to the activity and facts in question.

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

Guaranteed Price. In each Contract Year, the applicable price set forth in Annex B, expressed in dollars per kWh, and used as the basis for determining payments by Buyer to Seller for the Net Energy (including Test Energy) and Capacity of the Project.

Interconnection and Operating Agreement. The agreement between Seller and the Buyer governing the interconnection of the Project to the Buyer's distribution facilities attached hereto as Annex C.

kW. Kilowatt.

MW. Megawatt.

NERC. North American Electric Reliability Corporation and its successors, if any.

Net Energy. The actual number of kWh generated by the Project during the period being considered less any generating output in kWh used for the Project's Station Auxiliary as measured by the meters installed pursuant to Section 3.1.

Outage. A physical state in which all or a portion of the Project is unavailable to provide Energy, or in which any other system, facility or equipment is unable to perform its intended function.

Parties. Buyer and Seller, and their respective successors and permitted assignees.

Party. Buyer or Seller, and their respective successors and permitted assignees.

Permits. All state, federal, and local authorizations, certificates, permits, licenses and approvals required by any Governmental Authority for the construction, operation and maintenance of the Project.

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

Planned Outage. The prescheduled removal of all or any portion of the Project from service to perform routine maintenance or improvement including, but not limited to, periodic cleaning, repair or replacement of photovoltaic panels, inspections and testing where such removal reduces or eliminates the ability of the Project to generate and deliver Energy to the Point of Delivery or the ability to transmit Net Energy to Buyer.

Point of Delivery. The point at which the Project is connected to the Nixa supplied electrical transformer.

Project. The photovoltaic generating equipment owned and operated by Seller and installed by Seller on real estate owned or leased by Seller, with a nameplate capacity of approximately 7.92 MW, as described in more detail in Annex A.

Reliability Coordinator. One of the regional functions contributing to the reliable operation of the bulk power system. The Reliability Coordinator is responsible for the real-time operating reliability of its Reliability Coordinator Area, and coordinates closely with neighboring areas. It has the authority to prevent or mitigate Emergency operating situations in real-time and in next-day analysis. All balancing authorities and transmission operators must be within the purview of a Reliability Coordinator and respond to all Reliability Coordinator issued directives without delay.

Reliability Coordinator Area. The area for which the Reliability Coordinator is responsible.

Requirements of Law. The certificate of incorporation and bylaws or other organizational or governing documents of Seller or Buyer, respectively, and any material United States federal, state, county or local law, treaty, franchise, rule, regulation, order, writ, judgment, injunction, decree, award or determination of any arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon Seller or Buyer, respectively or to any of its respective property.

Seller. Nixa Solar, LLC and its permitted successors and assigns.

Site. The real property located in Christian, County, Missouri on which the Project is located, including all related easements.

Station Auxiliary. Energy used by Seller to operate the Project.

Term. The meaning given to such word in Section 2.1 hereof.

Transmission Operator. The entity responsible for the reliability of its “local” transmission system, and that operates or directs the operations of the transmission facilities.

Test Energy. Any Net Energy generated by the Project and delivered to the Point of Delivery prior to the Commercial Operation Date for the Project.

ARTICLE II PURCHASE AND SALE

II.1 Term. The term of this Agreement shall commence on the Effective Date, and shall continue unless otherwise terminated in accordance with its terms until the end of the twenty-fifth (25th) year after the Commercial Operation Date (the “Term”). Subject to Section 2.4, Buyer’s obligation to purchase and Seller’s obligation to sell the Capacity and Net Energy created by the Project as set forth herein shall be effective when the Project begins to generate Test Energy.

II.2 Sale and Purchase. Buyer agrees to purchase the entire Capacity and Net Energy of the Project during the Term and to accept delivery of the Capacity and Net Energy at the Point of Delivery during the Term, subject to the terms of the Agreement. Seller agrees to sell to Buyer the entire Capacity and Net Energy of the Project during the Term and to deliver the entire Capacity and Net Energy from the Project to Buyer at the Point of Delivery during the Term. The Net Energy will be provided on a unit-contingent basis. Seller shall not contract to sell any Capacity or Net Energy from the Project to any Person other than Buyer at any time during the Term, and Seller acknowledges that Buyer is entitled to receive all Capacity and Net Energy from the Project during the Term. Title to and risk of loss for the Capacity and Net Energy from the Project shall transfer to Buyer at the Point of Delivery. Seller warrants that it will deliver to Buyer the Capacity and Net Energy at the Point of Delivery free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any Person.

II.3 Guaranteed Price. Buyer shall pay Seller for the Net Energy delivered to Buyer at the Guaranteed Price for the applicable Contract Year in which service is provided as set forth in Annex B. Buyer shall purchase all Test Energy produced by the Project during startup and testing at the Guaranteed Price indicated in Annex B. Buyer and Seller agree that the applicable Guaranteed Price is intended to compensate Seller for the Net Energy and Capacity delivered to Buyer, and that Seller is not entitled to a separate price or payment for the Capacity associated with the Project to which Buyer is entitled.

II.4 Seller Conditions Precedent. Seller’s obligations to deliver Net Energy and Capacity to Buyer under this Agreement shall be subject to the satisfaction or waiver of the conditions precedent listed below. Seller shall make reasonable efforts to ensure that all such conditions precedent are satisfied by _____, 2014. In the event any of the conditions listed below are not satisfied or waived in writing by Seller by such date, Seller shall have the right to terminate this Agreement, without any liability or further obligation to Buyer as a result of such termination, by notice to Buyer at any time within ten (10) Business Days following such failure to satisfy the condition. If no termination notice has been provided to Buyer within the applicable time, any unsatisfied condition shall be deemed to have been waived by Seller.

- (a) Seller obtaining satisfactory financing for the Project; and
- (b) Seller receiving all Permits in form and substance satisfactory to Seller.

II.5 Capacity Accreditation. Seller agrees to cooperate with Buyer in taking such reasonable actions as are necessary for Buyer to obtain accreditation of the Capacity of the Project to the maximum extent practicable, in order to permit Buyer to (a) count such Capacity in connection with satisfying applicable resource adequacy requirements and (b) designate this Agreement as a designated network resource under the terms of any applicable transmission tariff, provided however, that this provision shall not impose on Seller any obligation to incur costs associated with such cooperation.

II.6 Environmental Attributes and Federal Tax Incentives. All Environmental Attributes at any time allocated to the Project and/or associated with Net Energy produced from the Project shall remain with and be the sole property of the Seller, absent exercise by Buyer of its rights to purchase Environmental Attributes pursuant to Section 2.8. Seller shall retain any and all state and federal production tax credits, any investment tax credits, tax incentives, or tax grants, and any other tax credits, tax incentives or tax grants which are or will be generated or earned by the Project.

II.7 Environmental Attribute Accreditation. Buyer agrees to cooperate with Seller in taking such reasonable actions as are necessary to obtain accreditation of Environmental Attributes associated with the Project to the maximum extent practicable, provided however, that this provision shall not impose on Buyer any obligation to incur costs associated with such cooperation. If Buyer exercises its option under Section 2.8, then Seller shall cooperate with Buyer in the same manner to obtain such accreditation.

II.8 Buyer Option for Environmental Attributes.

1 (a) Buyer shall have a right of first refusal to purchase Environmental Attributes from the Project as set forth in this Section 2.8. Seller shall provide to Buyer written notice of each bona fide offer to purchase Environmental Attributes from the Project at least thirty (30) days prior to entering into any such sale agreement. Such notice shall contain the expected date of execution of such sale agreement, and the operative terms and conditions of the sale of the Environmental Attributes from the Project (including the quantity, price and duration of the proposed sale) that the Seller desires to accept. The terms and conditions of any such written offer shall be treated as highly confidential. However, if Buyer exercises its right of first refusal to purchase the Environmental Attributes, then the terms and conditions of such purchase (including the quantity, price, and duration) shall not be confidential. Regardless of anything contained herein to the contrary, Buyer may disclose anything it is required to disclose pursuant to Section 610.010 R.S.Mo. et seq. or any other applicable law.

a (b) Buyer shall provide written notice to Seller within ten (10) Business Days after receipt of Seller's notice of intent to sell if Buyer intends to exercise its right of first refusal to purchase the Environmental Attributes pursuant to the terms and conditions described in subsection (a).

b (c) If Seller has not received Buyer's notice to exercise its right of first refusal by 5:00 pm local time (at Seller's location for receiving notices) on the tenth Business Day, Seller shall be free to sell the Environmental Attributes upon the terms and conditions stated in its bona fide written offer.

ARTICLE III METERING AND PAYMENT

III.1 Metering Equipment. Buyer shall, at its own expense, provide, install, own, operate, and maintain revenue-quality meters at the Point of Delivery and associated telecommunications equipment necessary for accurately determining the Capacity and Net Energy delivered under this Agreement. Except as provided in Sections 3.2 and 3.3, Buyer's meter(s) shall be used for quantity measurements and billing under this Agreement. Seller, at its sole expense, may install and maintain check meters and all associated measuring equipment necessary to permit an accurate determination of the quantities of Capacity and Net Energy delivered under this Agreement; provided, however, that such equipment shall be operated and maintained in a manner that does not interfere with the installation, maintenance, and operation of Buyer's meter(s), and must meet the technical specifications provided by City of Nixa's Electric Metering Department.

III.2 Measurements. Readings of Buyer's meter(s) made by Buyer shall be conclusive as to the amount of Capacity and Net Energy delivered to Buyer hereunder; provided, however, that if any of Buyer's meter(s) is out of service or is determined, pursuant to Section 3.3 hereof, to be registering inaccurately, measurement of Capacity and Net Energy delivered hereunder shall be determined by, in the following order:

(a) Seller's check meter, if installed, annually tested and registering accurately; or

(b) in the absence of an installed, annually tested and accurately registering check meter belonging to Seller, making a mathematical calculation if, upon a calibration test of Seller's meter, a percentage error is ascertainable; or

(c) in the absence of an installed, annually tested and properly registering check meter belonging to the Seller, and an ascertainable percentage of error in Buyer's meter, estimating by reference to quantities measured during periods of similar conditions when Seller's meter was registering accurately.

If no reliable information exists as to the period over which Buyer's meter was registering inaccurately, it shall be assumed for correction purposes hereunder that such inaccuracy began at a point in time midway between the testing date and the last previous date on which such meter was tested and found to be accurate; provided, however, that the deemed period of the inaccuracy shall not exceed one hundred eighty (180) days.

III.3 Testing and Correction. The accuracy of Buyer's meter(s) shall be tested and verified by Buyer annually. Buyer shall have the right, at its own expense, to test and verify the Seller's meter(s) upon reasonable notice, provided such testing shall not exceed

one test during a Contract Year, or more frequently if there is just cause. If Seller has installed check meters in accordance with Section 3.1 hereof, Seller shall test and verify such meters annually. Each Party shall bear the cost of the annual testing of its own meters. Each meter shall meet Southwest Power Pool requirements for metering accuracy and shall be accurate to within a one-percent variance. All metering shall be MV-90 compatible and if Seller installs a check meter, the check meter will be specified by City of Nixa's Electric Metering Department. If either Party disputes a meter's accuracy or condition, it shall so advise the meter's owner in writing. The meter's owner shall, within fifteen 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. If the Parties are unable to resolve their disagreement through reasonable negotiations, either Party may submit such dispute to an unaffiliated third-party engineering company mutually acceptable to the Parties to test the meter. Should the meter be found to be registering within the permitted one-percent variance, the Party contesting the meter's accuracy shall bear the cost of inspection; otherwise, the cost shall be borne by the meter's owner. Any repair or replacement of such a meter found to be operating beyond the permitted variance shall be made at the expense of the owner of that meter as soon as practicable, based on the third-party engineer's report. If, upon testing, any meter is found to be in error by an amount exceeding the permitted one-percent variance, such meter shall be promptly replaced, any previous recordings by such meter shall be adjusted in accordance with Section 3.2, any prior payments made for Capacity and Net Energy and/or invoices for payments not yet made shall be adjusted to reflect the corrected measurements determined pursuant to Section 3.2. If the difference of the payments actually made by Buyer minus the payment based upon the corrected measurements is a positive number, Seller shall pay the difference to Buyer; if the difference is a negative number, Buyer shall pay the difference to Seller. In either case, the Party paying such difference shall also pay interest as described in Section 3.5(c) for late payments and such payment (including such interest) shall be made within ten (10) days of receipt of a corrected billing statement.

III.4 Maintenance and Records. Each Party shall have the right to be present whenever the other Party tests and/or calibrates the equipment used in measuring or checking the measurement of the Capacity and Net Energy delivered hereunder. Each Party shall endeavor to give five (5) days', but in no event less than forty-eight (48) hours', notice to the other Party in advance of taking any such actions. The records from the measuring equipment shall remain the property of Seller or Buyer, respectively, but, upon request, each Party will provide access to the other, upon reasonable notice and during normal business hours, to review the Party's metering and billing and maintenance records, including supporting documentation, necessary to verify the accuracy of bills. Each Party shall be permitted to audit such records of the other Party no more frequently than once each Contract Year.

III.5 Invoicing and Payment.

(a) Buyer shall read the meter or cause the meter to be read as soon as practicable after the last day of the previous calendar month and shall report

such reading for the Net Energy and Capacity delivered for the previous calendar month to the Seller.

(b) Seller shall create and send an invoice to the Buyer based on Buyer's meter readings.

(c) Buyer's payment to Seller for Net Energy and Capacity received shall be paid by electronic funds transfer by the twentieth (20th) of each month or ten (10) days following Buyer's receipt of Seller's invoice, whichever is later. If such date falls on a weekend or legal holiday, the due date shall be the next Business Day.

(d) Payments made after the due date shall be considered late and shall bear interest on the unpaid balance at a rate equal to an annual rate of two percent (2%) calculated daily plus the average daily prime rate as determined from the "Money Rates" section of the Midwest Edition of the Wall Street Journal, for the days of the late payment period multiplied by the number of days elapsed from and including the due date, to but excluding the payment date. In the event this index is discontinued or its basis is substantially modified, the Parties shall agree on a substitute equivalent index.

ARTICLE IV SELLER'S OBLIGATIONS

IV.1 Design, Construction and Operation of the Project. Seller shall:

(a) At its sole expense, design and construct the Project and all related facilities in accordance with Good Utility Practice.

(b) Including the Land Disturbance Permit, seek, obtain, maintain, comply with and, as necessary, renew, and modify from time to time, at Seller's sole expense, the Permits and all other permits, certificates or other authorizations which are required by any Requirement of Law or Governmental Authority as prerequisites to engaging in the sale of Capacity and Net Energy at the Point of Delivery as envisioned by the Agreement and to meeting Seller's obligation to operate the Project consistently with the terms of the Agreement.

(c) Be responsible for preparing a site-specific Storm Water Pollution Prevention Plan (SWPPP) that complies with City of Nixa (City) and Missouri Department of Natural Resources (MDNR) land disturbance permit requirements. Seller will submit the SWPPP to Buyer for review and approval. Seller shall be responsible for any revisions to SWPPP required by the City.

(d) At Seller's sole expense, operate and maintain, provide security for and repair the Project in accordance with this Agreement and Good Utility Practice.

(e) At Seller's sole expense, obtain and maintain policies of general liability insurance in accordance with Annex D. Seller shall furnish Buyer certificates of insurance prior to starting work at the Site.

(f) Comply with all directives of Buyer pursuant to the Interconnection and Operating Agreement, or of a Transmission Provider, balancing authority, transmission operator, or Reliability Coordinator (in each case with jurisdiction over the transmission system to which the Buyer is connected), and cooperate with all reasonable requests by Buyer relating to Buyer's compliance with any such directives relating to deliveries of Net Energy from the Project. The Parties recognize that Seller's compliance with (i) any directives of Buyer pursuant to the Interconnection and Operating Agreement due to conditions on Buyer's distribution system or (ii) directives of a Transmission Provider, balancing authority, transmission operator, or Reliability Coordinator (in each case with jurisdiction over the transmission system to which Buyer is connected) that in either event requires curtailment or interruption of Net Energy deliveries will result in reduced sales hereunder, without liability of either Party. If any directive of a Transmission Provider, balancing authority, transmission operator, or Reliability Coordinator (in each case with jurisdiction over the transmission system to which Buyer is connected) would require installation of additional systems or equipment, the Parties shall negotiate in good faith an appropriate allocation of the costs of compliance with such directive, and if the Parties cannot agree the matter shall be subject to dispute resolution under Article IX.

(g) Use reasonable efforts to schedule Planned Outages in conjunction with Buyer and make reasonable efforts to schedule Planned Outages for off-peak hours and the non-peak season; provided, however, Seller's reasonable efforts shall not include Seller altering its planned or scheduled maintenance if making such alterations would cause Seller to (i) violate any operating guidelines of the generator manufacturer for solar panels or inverters included in the Project; or (ii) take an action inconsistent with Good Utility Practice with respect to the care of any of the equipment comprising the Project. All Planned Outages shall have an estimated duration and be communicated by Seller to Buyer in a monthly or weekly notification. Seller shall also provide to Buyer, as soon as practicable, information relating to full or partial unplanned Outages of the Project, including Seller's estimate of the duration of any such Outages.

(h) Allow Buyer reasonable access to the Project, subject to reasonable advance notice and Buyer's compliance with Seller's safety and security measures.

IV.2 General Obligations.

(a) Seller, during the Term of the Agreement, shall pay all present or future federal, state, municipal, or other lawful taxes or fees applicable to Seller, or

the Project, or by reason of the sale of Energy or Capacity to the Buyer up to the Point of Delivery under the Agreement.

(b) Seller shall obtain in its own name and at its own expense any and all pollution or environmental credits or offsets necessary to operate the Project in compliance with Environmental Laws.

(c) Seller shall purchase from Buyer all Station Auxiliary power and Energy not provided by the Project itself.

(d) Seller shall continue to (i) preserve, renew and keep in full force and effect, to the extent applicable, its organizational existence and good standing, and take all reasonable action to maintain all Permits, rights, privileges, licenses, and franchises necessary or desirable in the ordinary course of its business; (ii) comply with all Requirements of Law applicable to Seller, and (iii) comply with all material agreements, instruments and undertakings related to this Project, except to the extent that any failure to so comply has not had, or is not reasonably likely to have, a material adverse effect on Seller's performance of its material obligations under this Agreement.

(e) Seller shall make available for Buyer's review such other information regarding the permitting, engineering, construction, condition and operations of the Project, as Buyer may, from time to time, reasonably request.

(f) Seller shall indemnify, defend, and hold Buyer harmless from and against all Environmental Liability, but only to the extent arising from the on-Site activities of Seller and its officers, employees, contractors, subcontractors and agents, or from events, substances or conditions first occurring or existing on the Site while Seller is in possession of the Site; provided that Buyer shall indemnify, defend, and hold Seller harmless against, any Environmental Liability to the extent resulting from the negligence or intentional misconduct of Buyer or any of its officers, employees, agents, contractors or subcontractors.

IV.3 Interconnection. The Project shall be interconnected with Buyer's electric distribution system in accordance with the Interconnection and Operating Agreement attached as Annex C.

ARTICLE V BUYER OBLIGATIONS

V.1 Transmission Service. Buyer shall, at its expense, be responsible for obtaining service over distribution and/or transmission facilities to the extent such service is necessary for delivery of the Net Energy and Capacity of the Project from the Point of Delivery. Buyer

shall provide Seller written notice that all essential facilities within Buyer's control are in place and operational prior to the Commercial Operation Date.

V.2 Cooperation. Buyer agrees to cooperate with Seller in any applications for Permits, certificates or other authorizations as described in Section 4.1(b). Buyer's obligation under this section shall consist only of providing nonproprietary information in its possession, custody or control necessary to complete any applications and responding to requests from the relevant Governmental Authorities or other Person.

II

ARTICLE VI FORCE MAJEURE; CHANGE IN LAW

VI.1 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 reasonable diligence and foresight, could not reasonably have been avoided, including, but not limited to, an Emergency, flood, earthquake, storm, fire, lightning, hurricanes, heavy rains, tornadoes, ice storms, landslides, mudslides, 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 reasonable 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. Payment of money shall not be excused by Force Majeure.

VI.2 Remedial Action. A Party shall not be liable to the other Party to the extent it is prevented from performing its obligations due to an event of Force Majeure. The Party rendered unable to fulfill any obligation by reason of a Force Majeure shall take all reasonable actions necessary to remove such inability with all due speed and diligence. Such partially performing or nonperforming Party shall be prompt and diligent in attempting to remove the cause of its failure to perform. Neither Party shall be required to remedy, in whole or in part, an event of Force Majeure if such remedy is inconsistent with Good Utility Practices.

VI.3 Exclusions from Definition of Force Majeure. Notwithstanding anything in the Agreement to the contrary, "Force Majeure" shall not mean:

(a) Inclement weather affecting construction, start-up, or operation of the Project or related facilities that does not otherwise meet the definition of "Force Majeure."

(b) Changes in market conditions or governmental action that affect Buyer or Seller, as applicable, the cost of Seller's supply of Net Energy from the Project, or the ability of Buyer to obtain energy at a rate lower than the Guaranteed Price.

(c) Unavailability of sunlight.

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

(e) Inability to obtain, maintain or renew any Permit or any undue delay in obtaining, maintaining, or renewing any Permit, in either case, due to Seller's failure to diligently pursue obtaining, maintaining or renewing such Permit.

(f) Scheduled maintenance on the distribution or transmission system.

VI.4 Notice. In the event of any delay or nonperformance resulting from Force Majeure, the Party suffering the event of Force Majeure shall, as soon as practicable after the occurrence of the Force Majeure event, notify the other Party in writing of the nature, cause, date of commencement thereof, and the anticipated extent of any delay or interruption in performance.

ARTICLE VII TERMINATION/DEFAULT/REMEDIES

VII.1 Events of Default by Buyer. The following shall each constitute an Event of Default by Buyer:

(a) Buyer fails to make any payment due under the Agreement within thirty (30) days after such payment is due and after receiving ten (10) Business Days' written notice of delinquent payment by Seller, unless such payment is contested or a right of set-off has been claimed by Buyer.

(b) Any other material breach of the Agreement by Buyer not specifically enumerated in this Section 7.1, which is not cured within thirty (30) days after notification by Seller of the breach by Buyer.

(c) Buyer ceases making payments under this Agreement pursuant to the filing of a petition for voluntary bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or Buyer voluntarily takes advantage of any such law or act by answer or otherwise, or Buyer makes an assignment of all or a significant part of its assets for the benefit of creditors.

(d) A case in bankruptcy or any proceeding under any other insolvency law is filed against Buyer as debtor that materially impacts Buyer's ability to perform its obligations hereunder and Buyer has failed to have such proceeding dismissed or stayed within one hundred eighty (180) days after the date of the filing of such proceeding.

VII.2 Events of Default by Seller. The following shall each constitute an Event of Default by the Seller:

(a) Seller fails to make any payment due under the Agreement or as a result of this Agreement within thirty (30) days after such payment is due and after receiving ten (10) Business Days written notice of delinquent payment by Buyer, unless such payment is contested or a right of set-off has been claimed by Seller.

(b) Any other material breach of the Agreement by Seller not specifically enumerated in this Section 7.2, which is not cured within thirty (30) days after notification by Buyer of the breach by Seller.

(c) Seller ceases to generate power pursuant to the filing of a petition for voluntary bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or Seller voluntarily takes advantage of any such law or act by answer or otherwise, or Seller makes an assignment of all or a significant part of its assets for the benefit of creditors.

(d) A case in bankruptcy or any proceeding under any other insolvency law is filed against Seller as debtor that materially impacts Seller's ability to perform its obligations hereunder and Seller has failed to have such proceeding dismissed or stayed within one hundred eighty (180) days after the date of the filing of such proceeding.

VII.3 Termination.

(a) In the event the defaulting Party fails to cure the Event of Default within the period for curative action under Section 7.1 or 7.2, as applicable, the non-defaulting Party may terminate the Agreement by notifying the defaulting Party in writing of the decision to terminate and the effective date of the termination; provided, however, that the non-defaulting Party shall not be entitled to terminate this Agreement in the case of an Event of Default that is not reasonably capable of being cured within the applicable cure period, if the defaulting Party (i) has commenced to cure the default within such applicable cure period, (ii) is diligently pursuing such cure, (iii) such Event of Default is capable of being cured by the defaulting Party within a reasonable time after the expiration of such cure period, and (iv) such Event of Default is in fact cured within such reasonable period of time; provided, further, that the extended cure period provided for in this Section 7.3(a) shall in no case be for longer than three months after the date of expiration of the original cure period set out in either Section 7.1 or 7.2.

(b) Upon termination of the Agreement by Buyer due to an Event of Default by Seller pursuant to Section 7.3(a), Buyer shall have no future or further obligation to purchase the Capacity or Net Energy of the Project from Seller or to

satisfy any other obligation under this Agreement, except for payments or other obligations arising or accruing prior to the effective date of termination.

Upon termination of the Agreement by Seller due to an Event of Default by Buyer pursuant to Section 7.3(a), Seller shall have no future or further obligation to deliver the Capacity or Net Energy of the Project to Buyer or to satisfy any other obligation under this Agreement, except for payments or other obligations arising or accruing prior to the effective date of termination.

VII.4 Other Damages. Neither Party shall be liable to the other Party for special, incidental, exemplary, indirect or consequential damages whether the claim arises in tort, contract, or otherwise as a result of this Agreement or the breach of this Agreement. For all other claims, causes of action and damages the Parties shall be entitled to the recovery of actual damages allowed by law unless otherwise limited by this Agreement. Except as provided herein, neither the enumeration of Events of Default in Sections 7.1 and 7.2, nor the termination of this Agreement by a non-defaulting Party pursuant to Section 7.3(a), shall limit the right of a non-defaulting Party to rights and remedies available at law, including, but not limited to, claims for breach of contract or failure to perform by the other Party.

ARTICLE VIII INDEMNIFICATION

VIII.1 General. To the extent allowed by law, each Party shall indemnify, defend, and hold harmless the other Party, its officers, directors, board members, agents, and employees, from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of this Agreement caused by its negligent or wrongful acts or omissions. In cases of concurring fault, each Party shall bear its share of the loss.

8.2 Seller shall indemnify, defend, and hold harmless Buyer, its officers, directors, agents, board members, and employees, from and against all claims; by third parties for damages, losses, and expenses, including reasonable attorney's fees, but only to the extent caused by any of (A) Seller's use or possession of the Site or (B) the on-Site activities of arising from the presence of trespassers or Seller's invitees or licensees on the Site during the term of this Agreement, except to the extent caused by the active negligence of Buyer; provided, however, that Buyer shall not be liable for any dangerous condition of property on the Site that existed when Seller first took possession of the Site, even if caused by Buyer's negligence.

1 8.3 No obligation to indemnify under this Agreement shall be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the indemnifying Party under workers' compensation acts, disability benefit acts, or other employee benefit acts. Nothing contained herein shall be considered a waiver by Buyer of the defenses of sovereign immunity, official immunity, or the public duty doctrine. All indemnification obligations shall survive termination or expiration of the Agreement.

2 8.4 Penalties. Each Party shall indemnify and hold the other Party harmless against all penalties or other charges imposed by NERC, the Federal Energy Regulatory Commission, or any

transmission provider or market operator due to the violation by the indemnifying Party of the terms of this Agreement or the requirements of applicable law.

ARTICLE IX DISPUTE RESOLUTION

IX.1 Informal Resolution. It is the intent of the Parties that all breaches of this Agreement or disputes arising out of this Agreement shall be resolved in accordance with the dispute resolution procedure set forth in this Article IX.

IX.2 Senior Executives. If any such breach or dispute arises between the Parties, then either Party may provide written notice thereof to the other Party, which shall include a detailed description of the subject matter of the dispute. Each Party shall promptly designate a senior executive who shall have authority to resolve the dispute through negotiations. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the dispute, provided that no document discovery or depositions shall be required during negotiation and any document exchange shall be voluntary. The negotiation and any documents exchanged in connection with the negotiation shall be confidential and considered statements made in compromise negotiations within the meaning of the Federal Rule of Evidence 408 and any applicable state law, evidentiary rules or doctrines. The senior executives shall meet within twenty (20) Business Days of the notice, at a time and place mutually acceptable to the senior executives.

IX.3 Binding Arbitration. If the senior executives are unable to resolve the dispute within twenty (20) Business Days of their first meeting or such later date as the senior executives may mutually agree, then the dispute shall, except as provided in Section 9.4, be resolved solely and exclusively by binding arbitration. The following arbitration procedures will be used absent agreement of the Parties to different procedures for a given arbitration:

(a) The dispute shall be finally settled by binding arbitration, before a single arbitrator, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then in effect, except as modified herein.

(b) The Party seeking relief from the other Party shall prepare and submit a request for arbitration (the “Demand”), which will include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief.

(c) Arbitration shall be held in Springfield, Missouri. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq.

(d) The arbitrator must be an individual with knowledge and experience in the electric industry, and shall be selected by the Parties or (failing their agreement on an arbitrator) by the AAA in accordance with Rule 11 of the AAA Commercial Arbitration Rules.

(e) The award shall be a reasoned opinion in writing and shall set forth findings of facts and conclusions of law. The award shall be final and binding upon the Parties. The arbitrator shall be authorized in its discretion to grant pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(f) This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

(g) Unless otherwise ordered by the arbitrator, each Party shall bear its own costs and fees, including attorneys' fees and expenses. The Parties expressly agree that the arbitrator shall have no power to consider or award any form of damages barred by this Agreement.

IX.4 Exceptions to Binding Arbitration. Notwithstanding anything to the contrary in Section 9.3, the Parties acknowledge and agree that (i) either Party may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm, in which case, both Parties nonetheless will continue to pursue resolution of the dispute by means of the procedures contained herein; and (ii) a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority.

ARTICLE X MISCELLANEOUS

X.1 Assignment. The rights and obligations of this Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or conditioned; provided, however, Seller may, with notice to but without the consent of Buyer (and without relieving Seller from liability hereunder) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any bond financing, third-party lender financing or other financial arrangements, or to a special purpose entity created for the tax equity investor. Any purported assignment of this Agreement in the absence of the required consent shall be void. All permitted successors and assigns shall be subject to all rights and obligations contemplated herein. The Parties acknowledge that Seller may transfer the Project to a special purpose entity created for the tax equity investor. Seller shall (subject to the aforementioned consent requirement) assign this Agreement to any third-party purchaser of the Project, and Seller shall only be relieved of its obligations hereunder upon the execution by the assignee of an assignment and assumption agreement that is in form and substance reasonably acceptable to Buyer. The preceding sentence is not intended to apply in the case of any sale/leaseback transaction between Seller and Buyer in connection with financing of the Project which may be acceptable to Buyer.

X.2 Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to Seller: <Name>
 <Title>
 <Company>
 <Address>
 <Address>

If to Buyer: <Name>
 <Title>
 <Company>
 <Address>
 <Address>

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 and on deposit by the sending Party if delivered by courier or U.S. mail.

X.3 No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any Person not a Party hereto.

X.4 No Dedication. No undertaking by one Party to the other under any provision of the Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public or affect the status of Buyer as a body public and corporate or Seller as an independent individual or entity and not a public utility.

X.5 Integration; Amendment. The Agreement, together with all Annexes attached hereto, constitutes the entire agreement between the Parties relating to the transaction described herein and supersedes any and all prior oral or written understandings. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy

available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

X.6 Governing Law. The Agreement is made in the State of Missouri and shall be interpreted and governed by the laws of the State of Missouri and/or the laws of the United States, as applicable.

X.7 Relationship of Parties.

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

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

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

X.8 Good Faith and Fair Dealing; Reasonableness. The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of the Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever the Agreement requires the consent, approval, or similar action by a Party, such consent, approval or similar action shall not be unreasonably withheld or delayed, and (ii) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

X.9 Severability. Should any provision of the Agreement be or become void, illegal, or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in force. The Parties will, however, use their reasonable efforts to agree on the replacement of the void, illegal, or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

X.10 Representations and Warranties. Each Party represents and warrants to the other Party that, as of the Effective Date:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation;

(b) it has the power to execute and deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary corporate, company, partnership, governmental and/or other actions to authorize such execution and delivery and performance of such obligations;

(c) its execution and delivery of this Agreement and its performance of its obligations under this Agreement do not violate or conflict with any law applicable to it; with any provision of its charter or bylaws (or comparable constituent documents); with any order or judgment of any court or other agency of government applicable to it or any of its assets; or with any contractual restriction binding on or affecting it or any of its assets;

(d) except as otherwise permitted herein, it has neither initiated nor received written notice of any action, proceeding or investigation pending, nor to its knowledge is any such action, proceeding or investigation threatened (or any basis therefor known to it) that questions the validity of this Agreement, or that would materially or adversely affect its rights or obligations as a Party;

(e) all authorizations of and exemptions, actions or approvals by, and all notices to or filings with, any governmental authority that are required to have been obtained or made by it at the time this representation is made with respect to this Agreement have been obtained or made and are in full force and effect, and all conditions of any such authorizations, exemptions, actions or approvals have been complied with; and

(f) This Agreement constitutes the Party's legal, valid and binding obligation, enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application, regardless of whether enforcement is sought in a proceeding in equity or at law).

X.11 Cooperation. The Parties agree to reasonably cooperate with each other in the implementation and performance of the Agreement. In this regard, Buyer agrees to provide such documents (and supporting resolutions) as Seller may reasonably request in connection with Seller's arrangements for bond financing, third-party financing or tax equity investors. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under the Agreement.

X.12 Forward Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated by this Agreement constitute a “forward contract” within the meaning of the United States Bankruptcy Code and that Seller and Buyer are “forward contract merchants” within the meaning of the United States Bankruptcy Code.

X.14 Prompt Payment. Seller agrees to pay each Subcontractor for satisfactory performance of its subcontract in accordance with Section 34.057 R. S. Mo.

X.16 OSHA Construction Safety and Health Training. Seller shall comply with all applicable OSHA Rules. Seller shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its onsite employees, which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees are required to complete the program within sixty days of beginning work on such construction project. An employee found on a work site without documentation of the successful completion of the required training shall be afforded twenty days to produce such documentation before being subject to removal from the project. This provision is subject to and Seller shall comply with all requirements of Section 292.675 R.S.Mo.

X.17 Smoke-Free Policy. Smoking will also be prohibited at all times within the Project, the Site, and all of Buyer's facilities, company vehicles and equipment, as well as all property owned or operated by Buyer, including parking lots. This applies to all employees, contractors, clients, and visitors. Additionally, smoking will be prohibited in proximity of all entrances to Buyer's buildings and property.

X.18 Transient Employer Law. All nonresident or foreign companies who employ people in Missouri must provide:

- (a) A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
- (b) Proof of exemption from Section 285.230 R.S.Mo.

A Certificate of Compliance or proof of exemption must be submitted to City of Nixa in regards to the transient employer law.

X.19 Assent Not Waiver of Future Breach. No assent, express or implied, by either party to any breach of the Agreement by the other party shall be deemed to be a waiver of any subsequent breach.

X.20 Damage to Project. [Subject to Section 6.2, Force Majeure.](#) In the event that the Project is destroyed or substantially damaged by fire, ice, snow, lightning, wind, explosion, aircraft or other vehicular damage, collapse, or other casualty, Seller shall repair or reconstruct the Project as soon as reasonably possible. If Seller fails to do so, then Buyer may terminate this Agreement by giving thirty (30) days' written notice to Seller.

X.21 Condemnation of Premises. In the event of any taking of or damage to all or any portion of the Project by reason of the exercise of the power of eminent domain, whether by a condemnation proceeding or a transfer in avoidance of a condemnation proceeding (either of which is an "Appropriation"), the rights and obligations of the Parties shall be as follows:

(a) If the Appropriation does not affect the benefit of the Project to either Party, then this Agreement shall continue in full force and effect.

(b) If either Party, in its sole discretion, believes that the Appropriation substantially diminishes the benefits it receives from the Project, then such Party may terminate this Agreement by giving ninety (90) days' written notice to the other Party.

X.22 Safety. Buyer shall have no responsibility to monitor the safety precautions taken by Seller in the construction, maintenance, or operation of the Project.

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

Seller:

By: _____

Name: _____

Title: _____

Buyer:

By: _____

Name: _____

Title: _____

ANNEX A
PROJECT SITE PLAN

ANNEX B

ANNUAL GUARANTEED PRICE

	Solar Energy	Current Projected Net Energy Cost
2014	\$0.065/kWh	\$0.0719/kWh
2015	\$0.0666/kWh	\$0.0753/kWh
2016	\$0.0683/kWh	\$0.0780/kWh
2017	\$0.0700/kWh	\$0.0806/kWh
2018	\$0.0717/kWh	\$0.0837/kWh
2019	\$0.0735/kWh	\$0.0870/kWh
2020	\$0.0754/kWh	\$0.0904/kWh
2021	\$0.0773/kWh	\$0.0939/kWh
2022	\$0.0792/kWh	\$0.0975/kWh
2023	\$0.0812/kWh	\$0.1013/kWh
2024	\$0.0832/kWh	\$0.1052/kWh
2025	\$0.0853/kWh	\$0.1093/kWh
2026	\$0.0874/kWh	\$0.1136/kWh
2027	\$0.0896/kWh	\$0.1180/kWh
2028	\$0.0918/kWh	\$0.1225/kWh
2029	\$0.0941/kWh	\$0.1273/kWh
2030	\$0.0965/kWh	\$0.1322/kWh
2031	\$0.0989/kWh	\$0.1374/kWh

2032	\$0.1014/kWh	\$0.1427/kWh
2033	\$0.1039/kWh	\$0.1483/kWh
2034	\$0.1065/kWh	\$0.1540/kWh
2035	\$0.1092/kWh	\$0.1600kWh
2036	\$0.1119/kWh	\$0.1662/kWh
2037	\$0.1147/kWh	\$0.1727/kWh
2038	\$0.1176/kWh	\$0.1794/kWh

ANNEX C

INTERCONNECTION AGREEMENT

1. Introduction

1.1. These rules are intended to implement, to the extent practical, the requirements of the Public Utilities Regulatory Policies Act of 1978 (PURPA), Section 210, and the Net Metering and Easy Connection Act, 386.890 R.S.Mo. et seq.

1.2. These rules apply to all entities willing and able to enter into an agreement with City of Nixa and who have the status of “Qualified Facility” as defined in Paragraph 2.9.

1.3. City of Nixa is not required to enter into agreements with additional customer-generators after either of the following occurs:

1.3.1.the total rated generating capacity of all Qualifying Facilities equals 5% of City of Nixa's single-hour peak load during the previous year; or

1.3.2.the total rated generating capacity of all Qualifying Facilities approved during the calendar year equals or exceeds 1% of City of Nixa's single-hour peak load during the previous year.

1.4. These rules represent general guidelines since the nature, size, and character of Qualified Facilities can vary widely. City of Nixa reserves the right to evaluate Qualified Facilities on a case by case basis.

1.5. City of Nixa should be notified prior to purchase of any equipment that will be used to generate electricity or interconnect to City of Nixa.

2. Definitions

2.1. Accredited Capacity is the electrical rating given to generating equipment that meets City of Nixa’s criteria for uniform rating of generating equipment. This includes but is not limited to reliability, availability, type of equipment, and the degree of coordination between the Qualified Facility and City of Nixa.

2.2. Customer-generator is a consumer of electric energy who purchases electric energy from City of Nixa and is the owner of a qualified net metering unit.

2.3. Demand is the average rate in kilowatts at which electric capacity is made available as determined at the point of measurement during any 30-minute period and any other period to be determined by City of Nixa.

2.4. Firm Capacity is a specified amount of kilowatts available from a Qualified Facility under a contract which specifies that the Firm Capacity:

2.4.1. will be available during City of Nixa's daily and seasonal peak periods; and

2.4.2. may be dispatched by City of Nixa.

2.5. Net Energy Metering is a measurement of the difference between the electric energy supplied to a customer-generator by a retail electric supplier and the electric energy generated by a customer-generator that is delivered to the same point of interconnection.

2.6. Point of Measurement is the point where energy and/or demand are metered.

2.7. Point of Interconnection is the point at which the Qualified Facility is to receive and/or deliver energy or capacity and energy under normal operating conditions.

2.8. Prudent Utility Practice consists of the practices, methods, and acts engaged in or approved by a significant portion of the electrical utility industry consistent with reliability, safety, and expedition.

2.9. Qualified Facility is a "qualifying facility" under subpart B of PURPA or is a "qualified net metering unit" under the Consumer Clean Energy Act.

2.9.1. Under PURPA, a "qualifying facility" is a small power production facility or cogeneration facility which has applied for and received certification from the Federal Energy Regulatory Commission and has not had its certification revoked.

2.9.2. Under the Consumer Clean Energy Act, a "qualified net metering unit"

a) is owned by a customer-generator;

b) is a hydrogen fuel cell or is powered by sun, wind or biomass;

c) has an electric generating system with a capacity of not more than one hundred kilowatts (100 kW);

d) is located on premises that are owned, operated, leased or otherwise controlled by the customer-generator;

e) is interconnected with, and operates in parallel and in synchronization with a retail electric supplier; and

f) is intended primarily to offset part or all of the customer-generator's own electric power requirements.

2.9.3. Qualified Facility shall also include the owners and operators of a Qualified Facility.

2.10. Retail Electric Supplier is any person that sells electric energy to the ultimate consumer thereof.

2.11. Surplus Energy is the electric energy as measured in kilowatt-hours delivered by a Qualified Facility to City of Nixa in excess of energy delivered by City of Nixa to the Qualified Facility during the billing period. Surplus Energy shall be furnished in the form of either single-phase or three-phase, alternating current at approximately 60 hertz and at a voltage level approved by City of Nixa.

3. Interconnection

3.1. Applications for interconnection to City of Nixa's distribution system shall include a copy of the plans and specifications for the Qualified Facility for review and acceptance by City of Nixa. Prior to connection to the distribution system, the Qualified Facility will furnish City of Nixa with a certification from a qualified professional electrician or engineer that the installation meets the requirements of this section. Such applications shall be responded to by City of Nixa within ninety (90) days. For applications for Qualified Facilities of 10kW or less, City of Nixa shall respond in thirty (30) days. Unless otherwise agreed, if the application for interconnection is approved, City of Nixa will normally complete the interconnection within thirty (30) days if electric service already exists to the premises.

3.2. The Qualified Facility shall comply with all requirements of the National Electrical Safety Code, National Electrical Code, Underwriters Laboratories, Institute of Electrical and Electronic Engineers, the Federal Energy Regulatory Commission, and any other applicable local, state, or national code and operate its equipment according to prudent utility practice. In case of any conflict in the foregoing codes or standards, City of Nixa shall decide which shall govern.

3.3. City of Nixa shall interconnect in parallel with the Qualified Facility. The Qualified Facility shall, to the point of interconnection: furnish, install, operate, and maintain in good order and repair and without cost to City of Nixa such relays, locks and seals, breakers, automatic synchronizers, and other control and protective equipment as shall be designated by City of Nixa as being required as suitable for the operation of the Qualified Facility in parallel with City of Nixa's system. The Qualified Facility shall take appropriate steps to ensure that operating in parallel will not degrade in any fashion the quality of service that is normally maintained on City of Nixa's system.

3.4. Switching equipment capable of isolating the Qualified Facility from City of Nixa's system shall be accessible to City of Nixa or its agent at all times. At its option, City of Nixa or its agent may choose to operate, without notice or liability, this switching equipment if, in the opinion of City of Nixa or its agent, continued operation of the Qualified Facility in connection with City of Nixa's system may create or contribute to a system emergency or safety hazard.

3.5. The Qualified Facility shall, at least once every year, conduct a test to confirm that it automatically ceases to energize the output (interconnection equipment output voltage goes to zero within two (2) seconds of being disconnected from City of Nixa). Disconnecting from City of Nixa at the visible disconnect switch and measuring the time required for the unit to cease to energize the output shall satisfy this test. Qualified Facilities with Accredited Capacities of 10 kW or less will not be required to meet the testing requirements of this section or Section 3.6.

3.6. The Qualified Facility shall maintain a record of the results of these tests, and upon request, shall provide a copy of the test results to City of Nixa.

3.6.1. If the Qualified Facility is unable to provide a copy of the test results upon request, City Utilities shall notify the Qualified Facility by mail that it has thirty (30) days from the date of the request to provide the results of a test.

3.6.2. If the Qualified Facility's equipment ever fails this test, the Qualified Facility shall immediately disconnect from City of Nixa.

3.6.3. If the Qualified Facility does not provide the results of a test to City of Nixa within thirty (30) days of receiving a request or the results of the test provided show that the unit is not functioning correctly, City of Nixa may immediately disconnect the Qualified Facility.

3.6.4. The Qualified Facility shall not be reconnected to City of Nixa's electrical system until the unit is repaired and operating in a normal and safe manner.

3.7. The Qualified Facility shall indemnify and hold harmless City of Nixa from any and all liability arising from the operation and interconnection of the Qualified Facility. The Qualified Facility shall bear

full responsibility for the installation and safe operation of the equipment required to generate and deliver energy, or capacity and energy, to the point of interconnection.

3.8. The Qualified Facility shall carry no less than one hundred thousand dollars (\$100,000) of liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the Qualified Facility. Insurance may be in the form of an existing policy or an endorsement on an existing policy. No insurance shall be required for Qualified Facilities of 10 kW or less.

3.9. The minimum facilities required for interconnection with a Qualified Facility are given in this rule. Additional equipment may be required depending upon the size and location of the Qualified Facility.

3.10. All synchronizing and protective equipment shall be furnished, maintained, and installed by the Qualified Facility in accordance with the specifications and requirements of City of Nixa. It shall be the responsibility of the Qualified Facility to determine and provide whatever equipment is deemed necessary to protect its generation and load facilities from power interruptions, voltage dips, etc., which normally occur on City of Nixa's system.

3.11. Loads served directly by the Qualified Facility must be connected in such manner as to allow City of Nixa to provide service to the load without closing the interconnecting breaker at any time the Qualified Facility is not operating.

3.12. In addition to protecting its own equipment, the Qualified Facility shall provide the equipment required to operate its generating facilities in parallel without causing an undesirable, unsafe, or harmful effect to City of Nixa's personnel, equipment, or other customers. For Qualified Facilities with an Accredited Capacity over 100 kW, the following equipment is required:

3.12.1. electrically operated interconnecting breaker equipped with thermal overload tripping for backup and equipped with the necessary telemetering required to transmit the breaker position to City of Nixa's Dispatch Station;

3.12.2. synchronizing relay with interlocking control switch so that the interconnecting breaker cannot be closed unless both systems are in parallel with normal voltage on both sides of the interconnection;

3.12.3. isolating switch which is readily accessible to and operable by City of Nixa's personnel and interconnected with the Qualified Facility's synchronized breaker such that this breaker will open when the isolating switch is opened;

NOTE: If the Qualified Facility desires to serve its own load during periods of isolation from City Utilities' system, an additional synchronized breaker will be required.

3.12.4. overcurrent relay with instantaneous tripping and where the time unit of this relay is set to trip the interconnection if current exceeds the capacity of the Qualified Facility and where the instantaneous unit is set to trip for faults near the interconnection; and

3.12.5. voltage relay which is set to trip the interconnection through a lockout relay at any time City of Nixa's voltage varies more than 5% above or below normal operating range.

4. Metering

4.1. The Qualified Facility shall supply, at no expense to City of Nixa, a suitable location for meters and associated equipment.

4.2. The Qualified Facility shall provide City of Nixa access to plant telephone service or grant public communications access to install communications service for metering purposes. City of Nixa will be responsible for installation and modifications required to make communications available at the electric meter set.

4.3. City of Nixa shall individually measure both the electric energy produced and the electric energy consumed by the Qualified Facility during each billing period using electric metering capable of such function.

5. Conditions of Service

5.1. Availability of electric service to a Qualified Facility shall be subject to the General Terms and Conditions Governing Electric Service and City of Nixa's Service Rules and Regulations, except as exempted in this rule. The Qualified Facility shall execute a written contract with City of Nixa.

5.2. Upon request of a Qualified Facility, City of Nixa shall sell any capacity and energy required by the Qualified Facility as defined below:

5.2.1. supplementary power—electric energy or capacity regularly used by a Qualified Facility in addition to that which the Qualified Facility generates itself;

5.2.2. backup power—electric energy or capacity used to replace energy ordinarily generated by a Qualified Facility’s own generation equipment during an unscheduled outage of the facility;

5.2.3. interruptible power—electric energy or capacity which is supplied under special contract and subject to interruption by City of Nixa; and

5.2.4. maintenance power—electric energy or capacity used by a Qualified Facility during scheduled outages of the facility.

5.3. Electric service to a Qualified Facility requesting supplementary power, back-up power, maintenance power, or a combination shall be billed under the appropriate electric service rate schedule which would be applicable if the Qualified Facility purchased all required energy and capacity from City of Nixa.

5.4. All Qualified Facilities larger than 100 kilowatts will be required to maintain a power factor of not less than 85% lagging, at the meter. The cost of power factor improvement equipment, if required, shall be the responsibility of the Qualified Facility. At its option, City of Nixa may install a meter to record the kilovar flow to the Qualified Facility.

5.5. City of Nixa may discontinue delivery of energy to or receipt of energy from any Qualified Facility during a system emergency, providing that such discontinuance is done equitably among all Qualified Facilities affected by the emergency.

6. Purchase of Energy (More than 100 kW)

6.1. City of Nixa shall purchase energy from Qualified Facilities with an Accredited Capacity over 100 kW at a rate to be negotiated with the Qualified Facility.

6.2. For Qualified Facilities with an Accredited Capacity over 100 kW, City of Nixa shall not net the quantity of energy delivered to a Qualified Facility with the quantity of energy delivered by the Qualified Facility to City of Nixa.

ANNEX D

INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the Work is completed and accepted by City of Nixa, insurance of such types and in such amounts as may be necessary to protect it and the interests of City of Nixa against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by City of Nixa. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve him of any contractual responsibility or obligation or liability under the Contract Documents. The certificate of insurance, including evidence of the required endorsements hereunder or the policies shall be filed with City of Nixa within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to material reduction in coverage or protection of City of Nixa or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

(A) Workers' Compensation* **

Statutory Limits

Employer's Liability

Bodily Injury by Accident—each accident..... \$ _____

Bodily Injury by Disease—each employee limit \$ _____

Bodily Injury by Disease—policy limit..... \$ _____

* Workers' Compensation: Policy or self-insurance plan with statutory limits formally approved by the State of Missouri will be required, even if no employees other than owners.

** Workers' Compensation coverage shall include a waiver of subrogation in favor of City of Nixa where permitted by law.

(B) Commercial General Liability Insurance***,

Including Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors,

Such Coverage Shall Apply to Bodily Injury and Property Damage on an

“Occurrence Form Basis” with each Occurrence Limit of..... \$1,000,000

In the Aggregate..... \$2,000,000

(C) Automobile Liability Insurance*** Covering Bodily Injury, And Property Damage for Owned, Non-owned and Hired Vehicles with a Combined Single Limit of..... \$1,000,000

*** City of Nixa shall be added as an Additional Insured on the Liability insurance coverages.

Contractor shall require any and all subcontractors with whom he enters into a contract to perform Work on this Project, to protect, through insurance, against applicable hazards or risks and shall, upon request of City of Nixa, provide evidence of such insurance. Contractor shall be liable for all deductible amounts from such insurance and shall indemnify and hold City of Nixa harmless there from. These Insurance Requirements are intended to be minimum coverages, and City of Nixa does not warrant that coverages or amounts will be sufficient protection for contractors or City of Nixa. Contractors will be responsible for any deficiencies thereof.

NOTE:

Acord certificate changes regarding cancellation notifications do not lessen the responsibility of vendors to comply with obligations set forth in these insurance requirements. Specifically, the requirement “All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to material reduction in coverage or protection of City of Nixa or cancellation of such insurance.” must be met wherever permitted by law.

Since the requirement cannot be met using the Acord certificate, the requirement can be met by (1) specifically endorsing CU onto each policy to receive notifications or (2) any other means that complies with City of Nixa requirements.

**ELECTRICAL CAPACITY, ENERGY, AND SERVICE SALES AGREEMENT
BETWEEN THE CITIES OF NIXA, MISSOURI AND SPRINGFIELD, MISSOURI
Amendment III**

On this _____ day of _____, 2013, the City of Springfield, Missouri, acting through its Board of Public Utilities ("Seller") and the City of Nixa, Missouri ("Buyer") agree to amend the Electrical Capacity, Energy, and Service Sales Agreement entered into between them on May 21, 1992, and amended most recently on September 9, 2002, as follows:

1. Section 3, SERVICES TO BE PROVIDED is amended by adding the following subparagraph 3. A. 1:

3. A. 1. However, buyer may enter into an agreement with a third party to implement a solar project within Christian County, to purchase energy at hourly amounts up to 10MWh. The solar project to provide such energy shall be owned or contracted by the Buyer. All necessary permits and approvals shall be the responsibility of Buyer, and Buyer will indemnify and hold harmless Seller from any and all damage to Seller's equipment and installation, as well as any fines, penalties or expenses, including attorney's fees, incurred by Seller as a result of said solar project.

2. Section 3, SERVICES TO BE PROVIDED is further amended by deleting the last sentence of 3.A. beginning "The Load Factor...", and adding a new subparagraph 3. A .2:

3. A. 2 The Load Factor Adjustment shall be based on kW and kWh including demand and energy supplied by Southwestern Power Administration and the solar project described in 3.A.1 and excluding energy supplied for losses.

The parties have by authorized officers signed this Amendment III on the date written following, and is effective on the date of last execution.

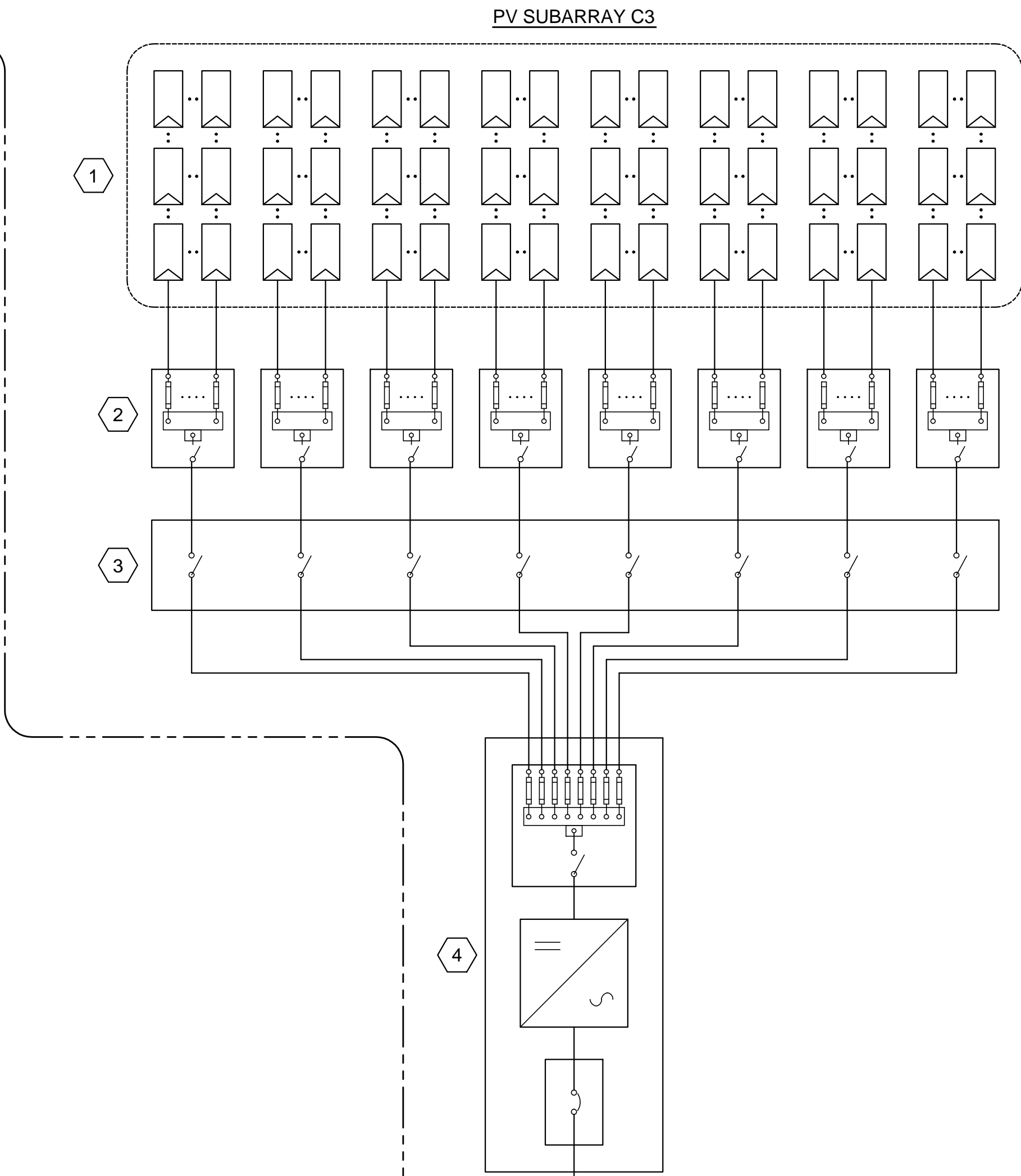
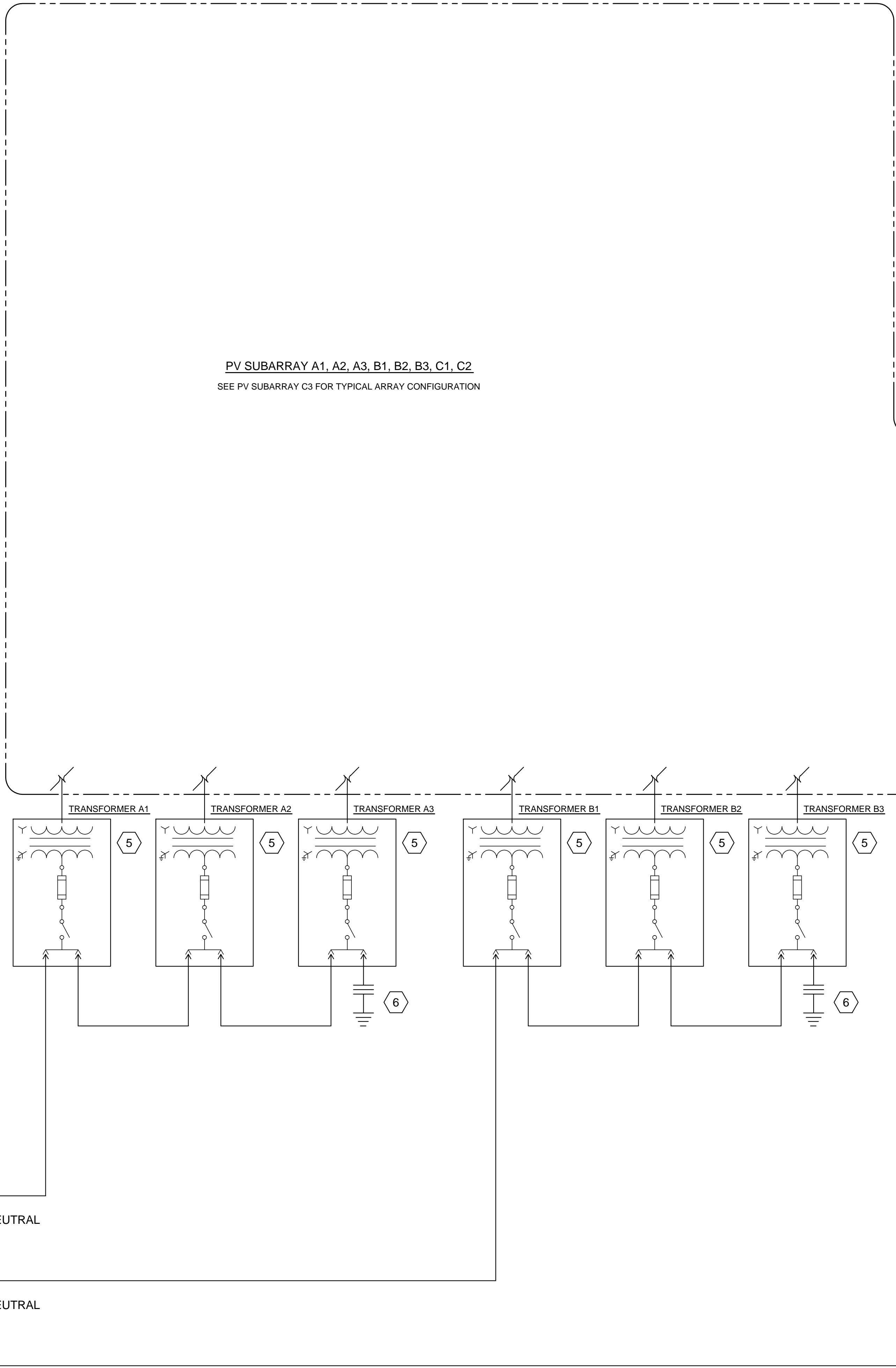
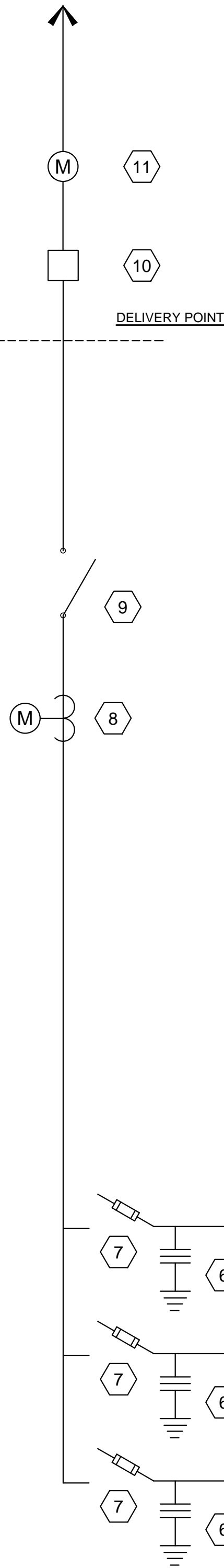
CITY OF NIXA, MISSOURI

CITY UTILITIES OF SPRINGFIELD, MO.

By: _____
(title) (date)

By: _____
(title) (date)

UTILITY
INTERCONNECTION



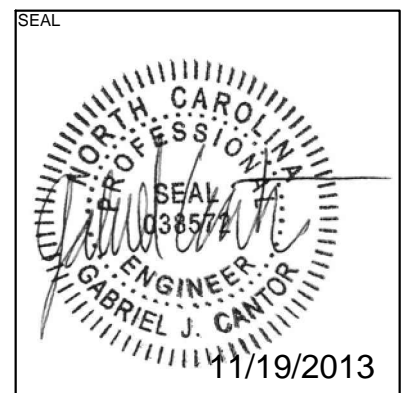
SYSTEM INFORMATION	
9.747 MW DC, 7.92 MW AC 32,490 MODULES (9) 880KW, 880 KVA INVERTERS (9) 880 KVA TRANSFORMERS	
PV ARRAY INFORMATION	
MODULE: CANADIAN SOLAR CS6X-300P POWER RATING: 300Wp Isc(A): 8.87 , Imp(A): 8.30 Voc(V): 44.60, Vmp(V): 36.10 19 MODULES PER STRING STRING CURRENT: 8.30A Imp, 8.87A Isc STRING VOLTAGE: 847V Vmp, 957V Voc	
KEYED NOTES	
1	PV SUBARRAY 3,610 MODULES 19 MODULES PER STRING 190 STRINGS PER SUBARRAY 1,083.0 KWp
2	COMBINER 24 - POLE FUSED 15 FUSES INTEGRATED 400A DISCONNECT
3	DC DISCONNECTS 400A DISCONNECT 8 CIRCUITS
4	INVERTER SUB-COMBINER 8-POLE 400A MAX. FUSES INVERTER SMA 800CP-US MAX. POWER OUTPUT: 880KW, 880 KVA MAX. OUTPUT CURRENT: 1411A THD <3% (W/ RESPECT TO IEEE 1547) POWER FACTOR > 0.99 AT NOMINAL POWER UL LISTED, IEEE-1547 INTEGRATED AC BREAKER INTEGRATED GFDI NEGATIVELY GROUNDED ARRAY 90° C RATED TERMINALS
5	TRANSFORMER MANUFACTURER: COOPER 880 KVA PRIMARY VOLTAGE: TBD SECONDARY VOLTAGE: 360V
6	SURGE ARRESTER MCOV: TBD
7	200A FUSED CUTOUT FUSES: TBD
8	CUSTOMER METER
9	SYSTEM DISCONNECT SOLID BLADE CUTOUTS OR GANG OPERATED AIR BREAK SWITCH
10	RECLOSER (OR OTHER PROTECTION DEVICE) SPECIFIED, PROVIDED AND INSTALLED BY UTILITY
11	UTILITY METER PROVIDED AND INSTALLED BY UTILITY



DEVELOPER / CONSULTANTS

PROJECT NAME & ADDRESS
**NIXA FARM
SOLAR ELECTRIC
POWER PLANT**
1565 W MT VERNON ST.
NIXA, MO 65714

DATE 11/19/2013
PROJECT NUMBER C-257-13-NIXA
PROJECT NAME NIXA FARM
SYSTEM SIZE 7.92 MW AC
UTILITY Nixa Municipal Utility
ENGINEER GJC
DRAWN BY GJC



REVISIONS	
1	MMDDYY
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DRAWING DESCRIPTION
**SINGLE
LINE
DIAGRAM**

SCALE XXX

PV 101

PV ARRAY SINGLE LINE DIAGRAM
NOT TO SCALE

FOR UTILITY INTERCONNECTION
APPROVAL ONLY
NOT FOR CONSTRUCTION USE