

RECEIVED FEB 11 2013

RENEWABLE POWER PURCHASE AGREEMENT

BETWEEN

MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION

AND

MC POWER COMPANIES, INC.

FOR THE

BUTLER SOLAR GENERATING PROJECT

RENEWABLE POWER PURCHASE AGREEMENT

This RENEWABLE POWER PURCHASE AGREEMENT ("Agreement") is made and entered into this 1st day of February, 2013 (the "Effective Date"), by and between Missouri Joint Municipal Electric Utility Commission ("Buyer" or "MJMEUC"), a body public and corporate organized and existing under the laws of the State of Missouri, and MC Power Companies, Inc. ("Seller" or "MC Power"), 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 the City of Butler, Missouri ("City"), with a nameplate capacity of approximately three (3.0) MWs.

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 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 City's 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 City's 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.

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

Buyer. Missouri Joint Municipal Electric Utility Commission 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.

City. The City of Butler, Missouri.

Claim. Any demand, assertion, claim, action or proceeding, judicial, governmental or otherwise, initiated or pressed by any third party in connection with the Project or this Agreement.

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 3.0 MW 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 deemed necessary by the sole but reasonable judgment of the Party 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.

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 a significant portion of 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 City governing the interconnection of the Project to the City's distribution facilities.

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 City's 12.47 kV distribution system, generally as depicted by the switch in the one-line drawing attached to Annex A.

Project. The photovoltaic generating facilities owned and operated by Seller with a nameplate capacity of approximately 3.0 MW, as described in more detail in Annex A. For purposes of Section 2.9, Project shall include all leasehold, ownership or option for ownership, or similar rights and interests of Seller pursuant to arrangements entered into between Seller and the City in connection with said facilities, as well as all real property interests of any nature held by Seller with respect to the Project Site.

Project Site. The specific location of the Butler Solar Power Project will be on lots 4, 5, 6, and 7 of the Butler Industrial Park 2nd Addition Final Plat, Butler, Bates County, Missouri, including all related easements. The address of the property as listed on the Plat is 920 Enterprise Road, Butler, Missouri 64730-0420.

Reliability Coordinator. The entity that is the highest level of authority who is responsible for the reliable operation of the bulk electric system, has the wide area view of the bulk electric system, and has the operating tools, processes and procedures, including the authority to prevent or mitigate emergency operating situations in both next day analysis and real-time operations.

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. MC Power Companies, Inc., and its permitted successors and assigns.

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

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

Transmission Provider. The entity that provides transmission service to Buyer (or any purchaser therefrom) in connection with the delivery of Net Energy from the Project.

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

2.1 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.

2.2 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. Net Energy will be delivered at 12.47 kilovolts. 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. The Parties acknowledge that the sale of Capacity and Net Energy from the Project to Buyer hereunder does not include any Environmental Attributes related to the Project, except pursuant to Section 2.8 or as may be expressly and separately arranged by the Parties.

2.3 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 of \$0.063 per KWh. 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. Buyer acknowledges that payment of the Guaranteed Price does not entitle it to any Environmental Attributes associated with the Project.

2.4 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 commercially reasonable efforts to ensure

that all such conditions precedent are satisfied by August 1, 2013. 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;
- (b) Seller entering into a satisfactory Interconnection and Operating Agreement with the City; and
- (c) Seller receiving all Permits in form and substance satisfactory to Seller.

2.5 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.

2.6 Environmental Attributes. 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.

2.7 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.

2.8 Buyer Option for Environmental Attributes. Buyer shall have a right of first refusal to purchase Environmental Attributes from the Project as set forth in this Section 2.8.

(a) 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.

(b) Buyer shall provide written notice to Seller within five (5) Business Days after receipt of the notice 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).

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

2.9 Buyer Option to Purchase Project and Terminate Agreement. Buyer may (but is under no obligation to) acquire the Project and terminate this Agreement as of the end of the seventh Contract Year, or at the end of any subsequent Contract Year, or at the end of the Term. The purchase price for such acquisition shall be the greater of the amount identified in Annex C or the fair market value of the Project equipment as determined by an appraiser chosen by Buyer assuming the equipment is removed from its current location and placed in a warehouse. Buyer shall be obligated to provide written notice to Seller no later than eight months prior to the end of such Contract Year of Buyer's intention to exercise its purchase rights under this option. Within thirty (30) days of such written notification, Seller shall provide to Buyer a good-faith estimate of any anticipated major expenses or capital costs to be incurred in the next 24-month period, and such other information as Buyer reasonably requests in connection with its due diligence review. Within thirty (30) days after its receipt of such data, Buyer shall either withdraw its notice or confirm its continued intention to exercise its purchase rights under this option. If Buyer elects to acquire the Project, the Parties shall negotiate, execute, and close on an asset purchase agreement and all necessary related documents to convey ownership of the Project (including all necessary Permits) to Buyer effective as of the end of such Contract Year.

2.10 Obligations After Contract Term. Upon termination of this Agreement, other than pursuant to acquisition of the Project by Buyer in accordance with Section 2.9, Buyer shall have no entitlement to the Capacity and Net Energy from the Project, and Seller shall be free to sell such facility and/or such Capacity and Net Energy from the Project to any other Person(s), unless the Parties mutually agree to a new contract.

ARTICLE III METERING AND PAYMENT

3.1 Metering Equipment. Seller shall, at its own expense, provide, install, own, operate, and maintain revenue-quality meters that measure the power 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, Seller's meter(s) shall be used for quantity measurements and billing under this Agreement. Buyer, 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 Seller's meter(s). Buyer and Seller shall each provide to the other (a) real-time power generation data obtained from Buyer's and Seller's metering equipment; and (b) consistent with Section 3.3, reasonable access to test the other party's metering equipment.

3.2 Measurements. Readings of Seller's meter(s) made by Seller shall be conclusive as to the amount of Capacity and Net Energy delivered to Buyer hereunder; provided, however, that if any of Seller'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) Buyer'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 Buyer, 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 Buyer, and an ascertainable percentage of error in Seller'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 Seller'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.

3.3 Testing and Correction. The accuracy of Seller's meter(s) shall be tested and verified by Seller annually. Buyer and Seller shall each have the right, at its own expense, to test and verify the other'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 Buyer has installed check meters in accordance with Section 3.1 hereof, Buyer shall test and verify such meters annually. Each Party shall bear the cost of the annual testing of its own meters. Each meter shall be accurate within a one-percent variance. 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 adjusted to record properly, 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.

3.4 Maintenance and Records. In addition to providing real-time generation data pursuant to Section 3.1, Seller shall provide Buyer on a monthly basis reports indicating Seller's daily production of Capacity and Net Energy. Buyer shall have the right to be present whenever Seller tests and/or calibrates the equipment used in measuring or checking the measurement of the Capacity and Net Energy delivered hereunder. Seller shall endeavor to give five (5) days', but in no event less than forty-eight (48) hours', notice to Buyer in advance of taking any such actions. Seller will also use best efforts to provide Buyer advance notice when Seller reads, cleans, adjusts, changes or repairs the equipment to allow Buyer to be present. 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.

3.5 Invoicing and Payment.

(a) Seller 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 invoice Buyer based on such reading for the Net Energy and Capacity delivered for the previous calendar month.

(b) 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.

(c) 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.

(d) Buyer may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement on the grounds that the sum is erroneous in the calculation of the amount due or that the actual amount of electricity provided is incorrect within eighteen (18) months of the date of the invoice. If Buyer in good faith disputes the amount of any invoice, it shall promptly notify Seller in writing of the disputed amount and the reason therefor and shall pay the undisputed amount of such invoice. All invoices shall be conclusively presumed to be true and correct after eighteen (18) months of the date in which the invoice is sent, except that, if Buyer has disputed the invoice within that period, Buyer's rights shall continue as to that invoice until the dispute is resolved. Any billing disputes shall be settled in accordance with the provisions of Article IX. Payments (or refunds) determined to be due by

one Party to the other shall be made within five (5) Business Days of the conclusion of the dispute resolution, with interest as provided for in Section 3.5(c).

(e) The first monthly invoice issued pursuant to Section 3.5(a) (*i.e.*, the invoice for the first month in which the Project produces Test Energy) shall include, as a separate line item, a one-time charge of \$40,000.

ARTICLE IV SELLER'S OBLIGATIONS

4.1 Design, Construction and Operation of the Project. Subject to the provisions of Article VI, Seller shall:

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

(b) 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) At Seller's sole expense, operate, maintain, provide security for and repair the Project in accordance with this Agreement and Good Utility Practice. Seller shall ensure that the Capacity of the Project does not exceed 3.3 MW absent the express written consent of Buyer.

(d) At Seller's sole expense, obtain and maintain policies of general liability insurance in the minimum amount of \$2 million throughout the Term of the Agreement. The insurance policies shall (i) be obtained from insurers rated at least A-/VII by AM Best (or a comparable rating agency), (ii) at Buyer's election, list Buyer as an additional insured and additional party for the receipt of all notices, provided that Buyer shall reimburse Seller for any increase in premiums that result solely from adding Buyer to the policy; and (iii) not be cancelable without ten (10) days prior written notice for nonpayment of premium or thirty (30) days prior written notice for all other events, such notice to be provided by the insurer to Buyer. Seller's insurance shall in all cases be primary and non-contributory. Any insurance proceeds received with respect to the destruction of all or any part of the Project will be applied to the reconstruction of the Project or the affected portion unless Seller can demonstrate to Buyer that it is not commercially reasonable to do so.

(e) Comply with any directives of the City pursuant to the Interconnection and Operating Agreement, or of a Transmission Provider, balancing authority, or Reliability Coordinator (in each case with jurisdiction over the transmission system to which the City 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 the City pursuant to the Interconnection and Operating Agreement due to conditions on the City's distribution system or

(ii) directives of a Transmission Provider, balancing authority, or Reliability Coordinator (in each case with jurisdiction over the transmission system to which the City 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, or Reliability Coordinator (in each case with jurisdiction over the transmission system to which the City 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.

(f) Use reasonable endeavors to schedule Planned Outages in conjunction with Buyer and make commercially reasonable efforts to schedule Planned Outages for off-peak hours and the non-peak season; provided, however, Seller's reasonable endeavors and commercially 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.

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

4.2 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 the City all Station Auxiliary power and Energy not provided by the Project itself.

(d) Seller shall continue to (i) to the extent applicable, preserve, renew and keep in full force and effect 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) As between Seller and Buyer, Seller shall be exclusively responsible for all Environmental Liability at the Project Site, and shall indemnify Buyer from and against all such liability; provided that Buyer shall be liable for, and shall indemnify Seller from and against, any Environmental Liability resulting from a release of hazardous substances by Buyer or its contractors or subcontractors.

4.3 Interconnection. Seller shall make commercially reasonable best efforts to enter into an Interconnection and Operating Agreement with the City.

ARTICLE V BUYER OBLIGATIONS

5.1 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.

5.2 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.

ARTICLE VI FORCE MAJEURE; CHANGE IN LAW

6.1 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. Buyer's obligations to make payments already due and/or related to partial performance shall not be suspended by Force Majeure.

6.2 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.

6.3 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;

(g) Litigation or administrative or judicial action pertaining to the Agreement, the Project Site, the Project, the acquisition, maintenance or renewal of financing or any Permits, or the design, construction, maintenance or operation of the Project that are (i) the result of the actions or omissions of either Buyer or Seller, or (ii) instituted by the Buyer or Seller.

6.4 Notice. In the event of any delay or nonperformance resulting from Force Majeure, the Party suffering the event of Force Majeure shall, as soon as practicable 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

7.1 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.

7.2 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 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.

7.3 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.

(c) 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.

7.4 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

8.1 General. Each Party shall indemnify, defend and hold harmless the other Party from and against any Claims arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to the Net Energy was vested in such Party, unless a Claim is due to such Party's willful misconduct or gross negligence. Each Party shall indemnify, defend and hold harmless the other Party against charges assessed by any Governmental Authority for which the indemnifying Party is responsible. No individual representative of either Party shall have any personal liability to the other Party as a result of the breach of any representation, warranty, covenant or agreement contained herein.

8.2 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

9.1 Informal Resolution. It is the intent of the Parties that the sole remedy available to either Party for any breach of or dispute arising under or in relation to or connection with this Agreement or the matters set forth herein shall be the dispute resolution procedure set forth in this Article IX. If a dispute arises between the Parties, arising out of or relating to this Agreement or any breach hereof or default hereunder, then the aggrieved Party may provide written notice thereof to the other Party, including a detailed description of the subject matter of the dispute. Representatives of the Parties involved in the dispute shall in good faith attempt to resolve such dispute by informal negotiations within ten (10) Business Days from the date of receipt of a dispute notice under this Section 9.1.

9.2 Senior Executives. If the dispute is not resolved within ten (10) Business Days following receipt of the dispute notice or such later date as the Parties may mutually agree, then each Party shall promptly designate a senior executive responsible for the subject matter of the dispute 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, at a time and place mutually acceptable to the senior executives.

9.3 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. The Demand shall be accompanied by all relevant supporting documents.

(c) Arbitration shall be held in Columbia, 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) Each Party shall have the right to limited discovery from the other Party including the right to demand the production of documents, the right to inspect things or places and the right to call expert witnesses following the procedures and requirements set forth in the Federal Rules of Civil Procedure 26(a)(2); provided, however, that all requests are served within a time and in a manner that requires the production/inspection to take place at least twenty (20) days before the hearing.

(f) The award shall be in writing (stating the award and the reasons therefor) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between the Parties regarding any claims, counterclaims, issues, or accountings presented to the arbitrator. 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.

(g) 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.

(h) 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, or any other multiple or enhanced damages, whether statutory or common law.

9.4 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; (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, and (iii) monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this Agreement, and under such circumstances, the non-defaulting Party shall have the right to specific performance by the defaulting Party of such obligations under this Agreement.

ARTICLE X MISCELLANEOUS

10.1 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 it is the intent of MC Power to 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 the City in connection with financing of the Project.

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

If to Seller:

Chief Executive Officer
MC Power Companies, Inc.
3552 Ralph Powell Road
Lee's Summit, MO 64064
P: 816-251-4700

If to Buyer:

Chief Operating Officer
Missouri Joint Municipal Electric Utility Commission
1808 I-70 Dr. SW
Columbia, MO 65203
P: 573-445-3279

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

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

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

10.9 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.

10.10 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.

10.11 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).

10.12 Confidentiality.

(a) This Agreement and amendments hereto shall be considered proprietary and shall not be provided to a third party without prior written approval of the other Party, provided, however, that (i) either Party may disclose the terms of this Agreement and amendments hereto if a Party is required to disclose such information by law or court order, or (ii) either Party may disclose such information that is already in the public domain. In the event

certain information must be provided pursuant to a regulatory proceeding, the Parties shall take reasonable steps to protect the confidentiality of proprietary information.

(b) Either Party shall be entitled to disclose or use proprietary data in any proceeding before the Federal Energy Regulatory Commission, the Missouri Public Service Commission, the Environmental Protection Agency, the Missouri Clean Air Commission or any similar regulatory commission or agency if it is required or advantageous to do so, in Buyer's sole discretion and upon written notice to Seller. In such an event, Buyer will take all reasonable actions to limit the scope of any disclosure, shall only disclose any proprietary data subject to applicable rules and regulations protecting its proprietary nature, and shall resist the efforts by any Person to obtain, any such proprietary data. It shall not be a violation of this Section 10.12 for Buyer to disclose any proprietary data as required pursuant to its obligations under applicable Missouri public records laws.

10.13 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.

10.14 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.

10.15 Public Statements. Neither Party shall issue, or permit any agent, member or affiliate of such Party to issue, any press releases or otherwise make any public statements with respect to this Agreement or the transactions contemplated hereby, except (a) when such release or statement is deemed in good faith by the releasing Party to be required by law or (b) with the other Party's prior consent, which shall not be unreasonably conditioned or delayed. In each case to which such exception applies, the releasing Party shall provide a copy of such proposed release or statement to the other Party at least two Business Days before releasing it to the public and incorporate any reasonable changes which are suggested by the non-releasing Party prior to issuing the release or making the statement.

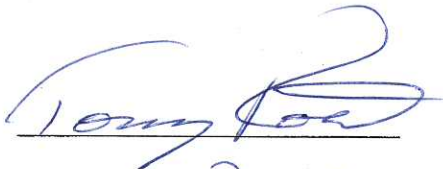
10.16 Employment of Unauthorized Aliens Prohibited. Seller agrees to comply with this Section 10.16 and with the Missouri State Statute section 285.530 in that Seller shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this contract the Seller shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Seller shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Seller shall require each subcontractor to affirmatively state in its contract with Seller that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Seller shall also require each

subcontractor to provide seller with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

[Signatures on Next Page]

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

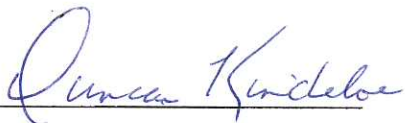
MC Power Companies, Inc.

By: 

Name: Terry Ross

Title: Pres/CEO

Missouri Joint Municipal Electric Utility Commission

By: 

Name: Duncan Kincheloe

Title: President and General Manager

Annex A

DESCRIPTION OF SOLAR PROJECT AND LOCATION

Solar Project Description

Subject to changes in the final design as approved by the City and Seller as evidenced by issuance of the Project building permit by the City, the photovoltaic solar power installation to be provided by the Seller includes the following facilities, equipment and technical specifications:

- 6402 Solar Panels rated at 235 watts each
- 6402 Solar Panels rated at 240 watts each
- 291 Racking Sections holding 44 solar panels each
- 2 – 630kW Commercial Inverters
- 2 – 720kW Commercial Inverters
- 28 - SMA 24 Input Combiner Boxes NEMA 4X
- 28 – 400Amp, 1000V Fused Disconnect, DC Current
- 28 – 400Amp, 1000V Fuses
- 28 – 400A 600V Non-fused Disconnect, DC Current
- 105 – 1000V Class R fuses
- 1 – Data Acquisition System
- 3740 lin. ft. of an 8 foot high security fence
- Revenue-quality metering equipment as described in Section 3.1

The project does not include, and Seller shall not be responsible for providing, any necessary lines, transformers and equipment beyond the Delivery Point. Within ninety (90) days of completion of construction, Seller will provide Buyer with “as built” Project drawings and a final version of the one-line drawing attached hereto.

Project Location

The specific location of the Butler Solar Power Project will be on lots 4, 5, 6, and 7 of the Butler Industrial Park 2nd Addition Final Plat, Butler, Bates County, Missouri. The address of the property as listed on the Plat is 920 Enterprise Road, Butler, Missouri 64730-0420.

One-Line Drawing (copy attached)

INTERCONNECTION ONE-LINE DIAGRAM

NO SCALE

ENGINEERING

Gibbens Drake Scott, Inc.
9201 E. 63rd Street, Suite 100
Raytown, Missouri 64133
Phone: (816) 358-1790
Fax: (816) 358-2367
www.gdsengr.com

CS

SOLAR FARM - BUTLER, MISSOURI

NOT FOR
CONSTRUCTION

Scale: NO SCALE

Date: 01/30/2013

Project No: 2-1398.03

PV3.1

Annex B

ANNUAL GUARANTEED PRICE

All prices are per kilowatt-hour of electric generation.

Year 1	\$ 0.0630
Year 2	\$ 0.0640
Year 3	\$ 0.0650
Year 4	\$ 0.0660
Year 5	\$ 0.0670
Year 6	\$ 0.0680
Year 7	\$ 0.0690
Year 8	\$ 0.0830
Year 9	\$ 0.0840
Year 10	\$ 0.0850
Year 11	\$ 0.0960
Year 12	\$ 0.0970
Year 13	\$ 0.1070
Year 14	\$ 0.1075
Year 15	\$ 0.1085
Year 16	\$ 0.1095
Year 17	\$ 0.1105
Year 18	\$ 0.1200
Year 19	\$ 0.1210
Year 20	\$ 0.1220
Year 21	\$ 0.1340
Year 22	\$ 0.1350
Year 23	\$ 0.1360
Year 24	\$ 0.1370
Year 25	\$ 0.1380

Annex C

PURCHASE PRICE FOR OPTION

Pursuant to Section 2.9, the purchase price will be the higher of (a) the fair market value of the Project equipment as determined by an appraiser chosen by Buyer assuming the equipment is removed from its current location and placed in a warehouse, or (b) the following stated price for the applicable year (*i.e.*, the Contract Year in which Buyer provides the notice of intent to exercise the buyout under Section 2.9):

Year 7	\$ 5,650,000
Year 8	\$ 5,450,000
Year 9	\$ 5,100,000
Year 10	\$ 4,750,000
Year 11	\$ 4,400,000
Year 12	\$ 4,000,000
Year 13	\$ 3,750,000
Year 14	\$ 3,500,000
Year 15	\$ 3,200,000
Year 16	\$ 2,900,000
Year 17	\$ 2,600,000
Year 18	\$ 2,450,000
Year 19	\$ 2,300,000
Year 20	\$ 2,150,000
Year 21	\$ 2,000,000
Year 22	\$ 1,900,000
Year 23	\$ 1,900,000
Year 24	\$ 1,900,000
Year 25	\$ 1,900,000