

AGENDA
SPECIAL MEETING OF THE AMES CITY COUNCIL
ELECTRONIC MEETING - ZOOM*
MAY 19, 2026

NOTICE TO THE PUBLIC: The Mayor and City Council welcome comments from the public during discussion. The Standards of Decorum, posted at the door and available on the City website, define respectful conduct for public participation. If you wish to speak, please fill out the form on the tablet outside the door to the Council Chambers or scan the QR Code to the right to fill out the same form on a personal device. When your name is called, please step to the microphone, state your name for the record, and keep your comments brief so that others may have the opportunity to speak.



***This will be an electronic meeting. If you wish to provide input on any item, you may do so as a video participant by going to: <https://us02web.zoom.us/j/81454850875>. Or by telephone by dialing: 833-548-0276. Zoom Meeting ID: 814-5485-0875.**

CALL TO ORDER: 3:30 p.m.

CONSENT AGENDA:

1. Resolution setting May 26, 2026, as the date of Public Hearing and additional action on proposal to enter into a General Obligation Solid Waste Disposal Loan Agreement and to borrow money thereunder (Resource Recovery & Recycling Campus)

HEARINGS:

2. Hearing on a Revocable Lease Option with Ames Greenfield Development, LLC to develop, install, and operate solar facilities on approximately 165 acres located on portions of the following properties at the Ames Municipal Airport (continued from May 12, 2026):
 - a. 405 Airport Road
 - b. 600 Airport Road
 - c. 623 Airport Road
 - d. 698 Airport Road

- e. 816 Airport Road
- f. 2540 Airport Drive
- g. 3115 South Duff Avenue Rear
- h. 3300 South Riverside Drive
- i. 3800 South Riverside Drive
- j. 3800 South Riverside Drive Rear
- k. 4200 South Riverside Drive
- l. 4200 South Riverside Drive Rear
- m. 4600 South Riverside Drive
- n. 4600 South Riverside Drive Rear
- o. 4900 South Riverside Drive
- p. 5000 South Riverside Drive

ADJOURNMENT:

Please note that this agenda may be changed up to 24 hours before the meeting time as provided by Section 21.4(2), Code of Iowa.

ITEM #:	<u>1</u>
DATE:	<u>05-19-26</u>
DEPT:	<u>FIN</u>

COUNCIL ACTION FORM

**SUBJECT: SETTING DATE OF PUBLIC HEARING FOR A GENERAL OBLIGATION
 LOAN AGREEMENT IN A PRINCIPAL AMOUNT NOT TO EXCEED
 \$24,000,000 FOR RESOURCE RECOVERY AND RECYCLING CAMPUS
 PROJECT**

BACKGROUND:

As part of the financing strategy prepared by the City’s design consultant, HDR, Inc., Bond Anticipation Notes (BANs) were incorporated to provide interim financing during the construction phase of the Resource Recovery & Recycling Campus (R3C). BANs are short-term financing instruments, typically offered by banks and financial institutions, commonly used to provide temporary funding prior to the issuance of permanent long-term debt. In many respects, BAN financing functions similarly to a construction loan by allowing the City to access capital during construction while deferring the issuance of permanent long-term financing until the project is substantially complete.

The use of BANs provides several advantages. Most notably, the City benefits from lower short-term interest rates during the construction period and gains additional flexibility in timing the issuance of the permanent financing.

Upon completion of the project, the BANs are expected to be retired through a future General Obligation (GO) bond issuance. Alternatively, the City may evaluate other permanent financing structures at that time, including a direct bank placement or private placement, should market conditions and financing terms prove advantageous.

An additional benefit of utilizing BAN financing is the ability to phase in the rate increases necessary to support long-term debt service obligations. Under a traditional long-term financing structure, the first principal and interest payment would likely have been due on June 1, 2027. By utilizing BAN financing during construction, the first significant long-term debt service payment is anticipated to occur on June 1, 2028. This extended implementation period provides the utility with additional time to align revenues with projected operating and debt service requirements.

Furthermore, the interim financing structure allows the City to evaluate operational performance and revenue generation from the R3C facility prior to the commencement of full annual debt service payments. Modeling performed by HDR, Inc. indicated that, absent the use of BAN financing, the resulting extension of the debt amortization schedule would likely have required substantially larger rate increases beginning in FY 2026/27.

Similar to a traditional bond issuance, the utilization of BANs requires a public hearing. This

resolution would set May 26, 2026, as the date for a public hearing on a proposal to enter into a General Obligation loan agreement in an amount not to exceed \$24,000,000.

If approved, the agreement would provide the funding necessary to support the construction of the Resource Recovery & Recycling Campus (R3C). Based on the bids received and the financial plan established for the construction of the facility, the City is expected to utilize approximately \$22,006,730 in proceeds to support the project. **All financial obligations associated with the loan are expected to be repaid from annual revenues generated by the City's Resource Recovery enterprise operations.**

It should also be noted that, pursuant to Iowa Code Section 384.24, the proposed borrowing qualifies as an essential corporate purpose because the project involves the "acquisition, construction, reconstruction, extension, improvement, and equipping of works and facilities useful for the collection, treatment, and disposal of sewage and industrial waste in a sanitary manner, for the collection and disposal of solid waste, and for the collection and disposal of surface waters and streams." **As an essential corporate purpose, the issuance is not subject to a mandatory or reverse referendum.**

ALTERNATIVES:

1. Set May 26, 2026, as the date of public hearing to authorize the issuance of Essential Corporate Purpose General Obligation Loan Agreement in an amount not to exceed \$24,000,000.
2. Reject or delay the public hearings and provide direction related to the financing and funding of the R3C project.

CITY MANAGER'S RECOMMENDED ACTION:

Prior to the issuance of debt, Iowa law requires the City to hold a public hearing. A hearing date is therefore proposed to be set prior to authorizing the use of General Obligation Loan agreement to finance the R3C project.

In addition, the financing plan developed by the City's financial consultant includes the use of Bond Anticipation Notes (BANs) during the construction phase. **As modeled, this financing structure results in the lowest overall impact on tipping fees, thereby minimizing the financial impact on customers.** Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ITEM #:	<u>2</u>
DATE:	<u>05-19-26</u>
DEPT:	<u>ELEC</u>

COUNCIL ACTION FORM

SUBJECT: REVOCABLE LEASE OPTION FOR AIRPORT SOLAR DEVELOPMENT

BACKGROUND:

At the April 21, 2026, City Council Workshop a presentation was made regarding a potential solar farm at the Ames Municipal Airport. The project would require that the City lease portions of the Airport property to Ames Greenfield Development, LLC (a subsidiary of Recall Strategies) for the evaluation, installation, and operation of the solar project.

The developer envisions the installation of up to 24.9 MW(ac) of solar panels on an area of approximately 165 acres. The panels would be divided into several separate zones on portions of the properties that are currently farmed by a tenant who contracts with the City. **The City Council directed that staff proceed with negotiating a revocable lease option agreement. Staff has done so and is now presenting the attached lease for approval.**

This agreement is critical if the project is to move forward and qualify for federal tax credits. To secure the 30% Investment Tax Credit from the Federal government, a project must achieve "safe harbor" status by July 4, 2026. If the developer fails to secure the lease and make the necessary financial investments prior to this date, then the credit expires and the project would see a 30% increase in cost.

This agreement would only provide the developer the right to construct and operate the project if certain conditions are met. Most significant is the condition that the parties enter into a Notice to Proceed (NTP) Amendment, which will contain the terms for the power purchase including the capacity of the project, the energy pricing, and the specific areas where the panels will be installed within the lease area. These details cannot be known until further engineering and negotiations occur during the next year.

If the parties do not agree to the NTP Amendment by June 30, 2027, the option agreement expires, the project will not be constructed, and the City will have no financial obligation to the developer. The City is under no obligation to agree to the amendment if it finds any of its terms objectionable (e.g., pricing, size, impacts to other Airport users, etc.). If the NTP Amendment is ultimately agreed to, the NTP Amendment deadline of June 30, 2027 provides sufficient time to provide notice to cancel the tenant farmer's lease agreement prior to incurring any costs for the following growing season.

KEY LEASE PROVISIONS:

The lease is structured to include an initial term of 25 years. As is the case with the City's existing solar Power Purchase Agreement, at the conclusion of the lease term the parties could agree to an extension for a further five years. Alternatively, the City would have the right to purchase the system at that time (at a price to be negotiated in the NTP Amendment, or the developer may remove the system from the premises).

The City is the only entity authorized by the agreement to benefit from the construction of the solar project. The developer is not permitted to sell the energy to any other entity. Once negotiated in the NTP Amendment, the developer will receive payment for the energy at an agreed-upon rate for each kWh of energy produced by the system.

The agreement makes clear that the Airport is regulated by the Federal Aviation Administration (FAA), and that nothing in the agreement may require the City to violate any federal regulation, directive, or law that currently exists or may exist in the future. In addition, the developer must secure all the necessary permits and approvals from the FAA or other governmental entities in order to install or operate the system, and must comply with all applicable safety directives when constructing, operating, and maintaining the system on the Airport property.

The lease contains several provisions that would allow for it to be terminated by either party. If the developer is unable to obtain FAA approval for the some or all of the project's construction, it may terminate the agreement, or may continue to reapply for FAA approval. If the developer remains unsuccessful in obtaining FAA approval after June 30, 2032, the City has the right to terminate the agreement. City staff believes this is an important limitation to ensure that if the project cannot be developed in a timely fashion, the land can be returned to agricultural production to ensure a steady income for the Airport.

At the May 12, 2026 City Council meeting, the City Council directed that the leased areas are not to include any property designated for future development according to the Airport Master Plan. Staff has communicated this to the developer, and the lease areas have been modified to eliminate solar installations that would conflict with such Airport development. **The resulting lease contains 15 separate areas totaling 149.74 acres. These general lease areas are subject to further approval of the specific arrangement of solar equipment within them, and therefore further refinement is possible prior to the execution of the NTP Amendment. Two maps are attached to demonstrate the lease areas. The second overlays the lease areas on the Airport Master Plan.**

It is important to note that this acreage is likely insufficient to support the buildout of the full 24.9 MW(ac) of capacity. The developer has cautioned staff that a smaller project spread over multiple sites is likely to result in an increase to the price-per-kWh for the energy ultimately generated. However, these details will need to be calculated and negotiated prior to the approval of the Notice to Proceed Amendment. Again, the City Council is not obligated to agree to that amendment if it is not satisfied with the ultimate purchase price of the energy, or any other provisions proposed in the NTP.

As of the time of this writing, the developer had filed its business registration application in order to do business in Iowa, but had not received approval from the Iowa Secretary of State's Office. There is typically only a processing time of a few days necessary to receive such approval. Therefore, staff is requesting that the Council's approval of the lease option agreement is made contingent upon Ames Greenfield Dev Co., LLC receiving proof of registration and authorization to do business in the State of Iowa.

ALTERNATIVES:

1. Approve the attached revocable lease option agreement with Ames Greenfield Dev Co., LLC, contingent upon Ames Greenfield Dev Co., LLC receiving proof of registration and authorization to do business in the State of Iowa.
2. Take no action, and do not proceed with the potential solar development project.

CITY MANAGER'S RECOMMENDED ACTION:

The next step in determining if a solar farm can be developed at the Ames Municipal Airport is to enter into a Revocable Lease Option Agreement. An agreement has been negotiated and is satisfactory to City staff.

It should be emphasized, however, that entering into this agreement does not obligate the City to any costs nor compel the City to enter into a power purchase agreement. If the City and the solar developer do not arrive at a mutually agreeable Notice to Proceed Amendment (i.e., the Power Purchase Agreement), the lease option will lapse and the project will not proceed to fruition.

Due to the expiration of the federal production tax credits if the project has not achieved safe harbor status by July 3, it is not possible to delay the approval of this agreement any later. If the safe harbor deadline is not met, the costs of the project will be greater and the cost of the energy produced will be substantially higher.

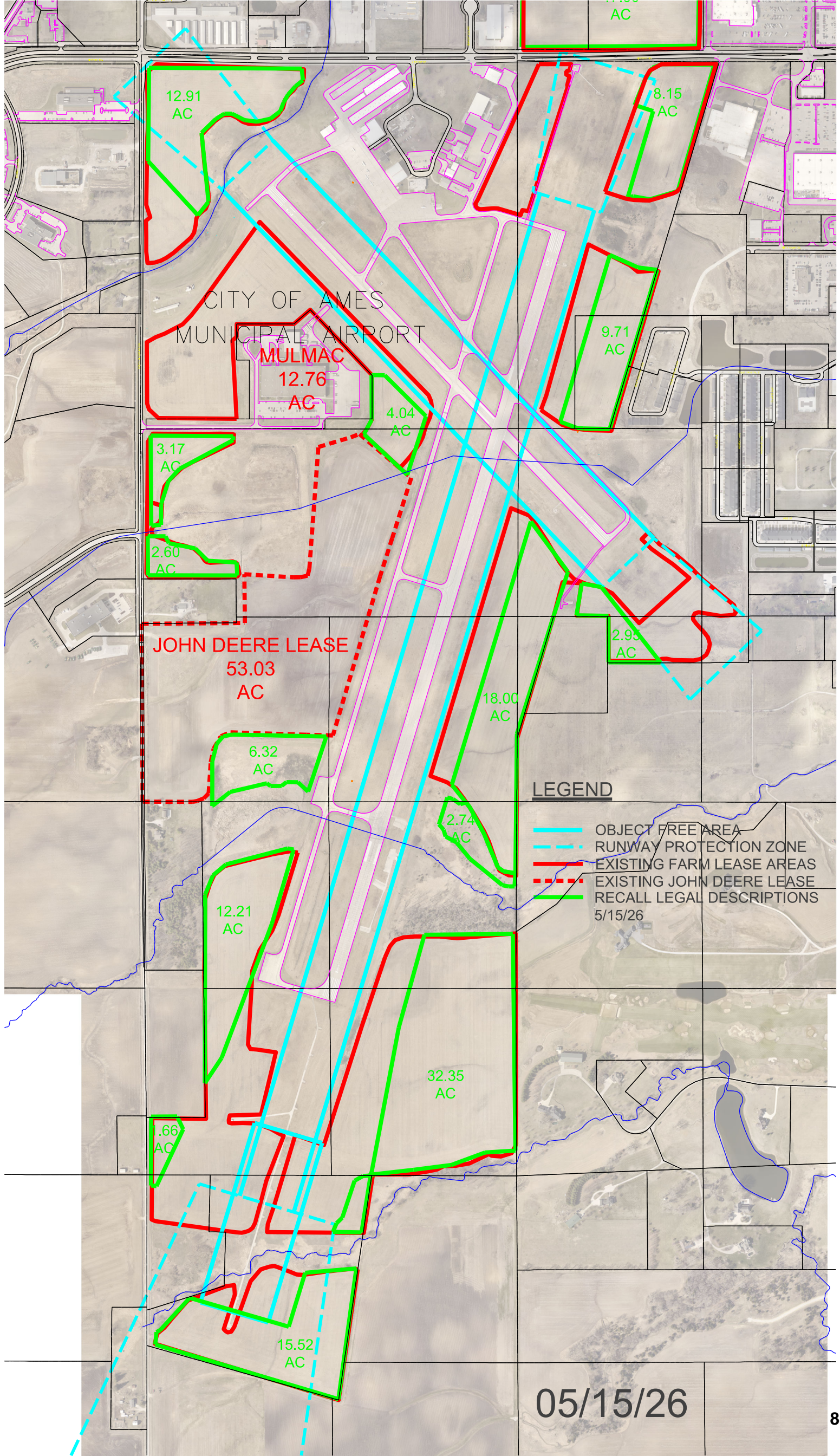
Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative 1, as described above.

ATTACHMENT(S):

[Solar Lease Areas.pdf](#)

[Solar Lease Areas with Aiport Master Plan.pdf](#)

[Recall Strategies - Solar Lease and Easement Agreement FOR APPROVAL BY COUNCIL.pdf](#)



CITY OF AMES
MUNICIPAL AIRPORT

MULMAC
12.76
AC

JOHN DEERE LEASE
53.03
AC

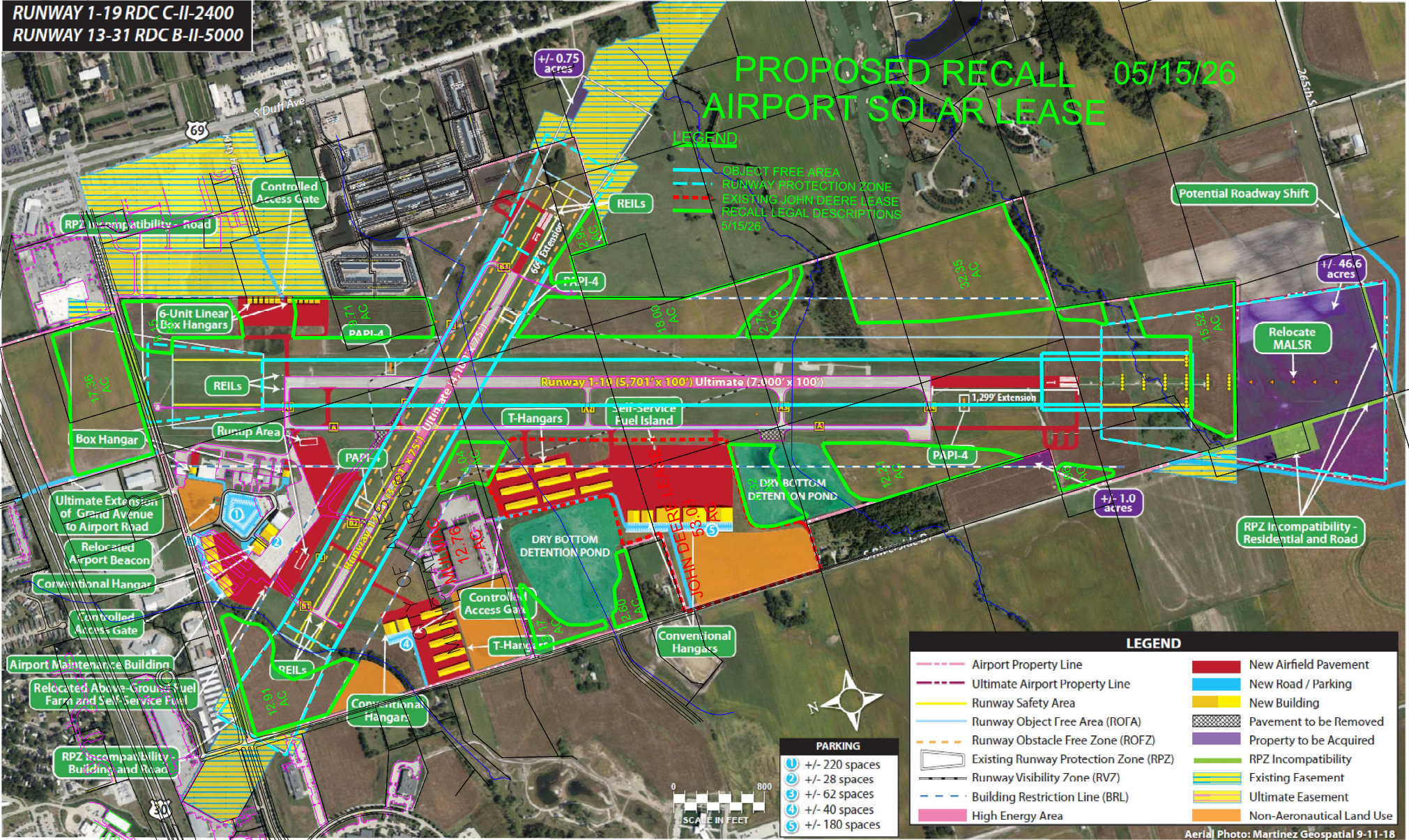
LEGEND

- OBJECT FREE AREA
- - - RUNWAY PROTECTION ZONE
- EXISTING FARM LEASE AREAS
- - - EXISTING JOHN DEERE LEASE
- RECALL LEGAL DESCRIPTIONS
5/15/26

05/15/26

RUNWAY 1-19 RDC C-II-2400
 RUNWAY 13-31 RDC B-II-5000

PROPOSED RECALL 05/15/26
 AIRPORT SOLAR LEASE



LEGEND
 SUBJECT FREE AREA
 RUNWAY PROTECTION ZONE
 EXISTING JOHN DEERE LEASE
 RETAIL LEGAL DESCRIPTIONS
 9/1/2026

LEGEND

Airport Property Line	New Airfield Pavement
Ultimate Airport Property Line	New Road / Parking
Runway Safety Area	New Building
Runway Object Free Area (ROFA)	Pavement to be Removed
Runway Obstacle Free Zone (ROFZ)	Property to be Acquired
Existing Runway Protection Zone (RPZ)	RPZ Incompatibility
Runway Visibility Zone (RV7)	Existing Fasement
Building Restriction Line (BRL)	Ultimate Easement
High Energy Area	Non-Aeronautical Land Use

PARKING

	+/- 220 spaces
	+/- 28 spaces
	+/- 62 spaces
	+/- 40 spaces
	+/- 180 spaces



Aerial Photo: Martinez Geospatial 9-11-18

ENERGY SERVICES AGREEMENT- SOLAR

This Energy Services Agreement ("Agreement") is made and entered into as of this ____ day of May, 2026 (or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date"), between Ames Greenfield Dev Co., LLC d/b/a Ames Greenfield Development Co. LLC, a Delaware limited liability company ("Developer"), and The City of Ames, IA ("Purchaser"; and, together with Developer, each, a "Party" and together, the "Parties").

RECITALS

- A. Purchaser desires that Developer install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Energy Services (as hereafter defined), and Developer is willing to have the Installation Work performed by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed;

Developer and Purchaser executed and acknowledged those certain General Terms and Conditions of Energy Services Agreement between Developer and Purchaser dated as of May __, 2026 ("General Conditions") attached hereto as Exhibit A, which are incorporated by reference as set forth herein; and

- B. The terms and conditions of this Energy Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.
- C. The Parties enter into this Agreement subject to their future ability to mutually agree to an NTP Amendment by the Outside NTP Amendment Date, setting forth essential terms that have not been settled by the Parties to this Agreement, and the Parties recognize that they may not be able to successfully negotiate and execute said NTP Amendment by the Outside NTP Amendment Date, in which case this Agreement may be cancelled by either Party pursuant to Section 2.5(a)(xi) of the Special Conditions.

In consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.
2. Consideration. In consideration for the agreements herein, Developer shall pay Purchaser One Thousand Dollars (\$1,000) within ten (10) days following full execution of this Agreement which payment may be made by an affiliate of Developer on behalf of Developer.
3. Initial Term. The initial term of the Agreement shall commence on the Effective Date and shall continue for Twenty-Five (25) years from the Commercial Operation Date (as defined in the General Conditions), unless and until extended or terminated earlier pursuant to the provisions of the Agreement (the "Initial Term"). After the Initial Term, at the Purchaser's sole discretion, one of three things shall occur: 1) The Agreement may be renewed for an additional five (5) year term or for such longer period as agreed upon by the Parties (a "Renewal Term") at a new kWh Rate to be negotiated; or 2) The ownership of the System will be transferred to the Purchaser upon Purchaser paying the Option Price in Schedule 3; or 3) The System will be removed from the Premises by Developer at Developer's sole expense within one calendar year. At least one hundred eighty (180) days, but no more than three hundred sixty-five (365) days, prior to the expiration of the Initial Term, Developer shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days to agree to continuation of the Agreement for the Renewal Term. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the "Term." Absent agreement to the Renewal Term this Agreement shall expire on the Expiration Date, and Purchaser shall notify Developer of Purchaser's election of either Option 2 (transfer to Purchaser) or Option 3 (Developer to remove System) herein which shall occur prior to the expiration of the Term.

4. **Exclusive Right to Purchase.** Purchaser shall have the exclusive right to the purchase of electricity produced by the System from Developer. The electricity purchased by Purchaser from Developer under this Agreement shall not be resold, assigned or otherwise transferred by Purchaser in any manner where Developer would no longer be designated an Exempt Wholesale Generator or a Qualifying Facility, as applicable. Neither Party shall assert that Developer is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of Developer's obligations or performance under this Agreement

5. **Schedules.** The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System and Subsidy
Schedule 2	Energy Services Payment
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information

6. **System Data.** Purchaser acknowledges that the System may collect certain information about the System performance. Such information may be stored and processed in the United States or any other country in which Developer or its third-party service providers, or its or their respective affiliates, subsidiaries, or service providers, maintain facilities. Purchaser consents to any such transfer of information outside of Purchaser's country so long as it does not violate any laws of the United States, whether federal, state, or local.

7. **Purchase Requirement; Energy Services Payment.** "Energy Services" means the supply of electrical energy output from the System from its alternative electric provider(s). Purchaser agrees to purchase one hundred percent (100%) of the Energy Services generated by the System and made available by Developer to Purchaser during each relevant month of the Term, up to a maximum of one hundred ten percent (110%) of Estimated Annual Production, as defined in Schedule 4. While the Energy Services are calculated and billed on a per kWh basis as set forth in Schedule 2 of these Special Conditions, they represent a package of services and benefits.

8. **Estimated Annual Production.** The annual estimate of electricity generated by the System for each year of the initial term is set as forth in Schedule 4 of the Special Conditions ("Estimated Annual Production").

9. **Minimum Guaranteed Output.** If the System fails to generate at least ninety-five percent (95%) of the Estimated Annual Production for a full Term Year (such amount, the "Minimum Guaranteed Output"), other than as a result of the acts or omissions of Purchaser or other unaffiliated third parties, equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Developer, [or any and all Local Electric downtime, as a result of maintenance and/or failure of the Purchaser transformer or the maintenance and/or failure of other equipment upstream of the System, or an Event of Force Majeure, Developer shall credit Purchaser an amount equal to Purchaser's Cost to Cover on the next invoice or invoices during the following Term Year, up to the Lost Savings Cap (such amount, the "**Cost to Cover**"). The formula for calculating Cost to Cover and Lost Savings Cap shall be agreed upon by the Parties in the NTP Amendment. The Parties shall negotiate the NTP Amendment in good faith. Nothing herein shall require either Purchaser or Developer to consent to any future NTP Amendment, and if the parties cannot mutually agree by the Outside NTP Amendment Date, then this Agreement may be cancelled by either Party pursuant to Section 2.5(a)(xi) of the Special Conditions.

10. **Sunlight Easements.** Purchaser will take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the System.

11. **Federal Regulation of Airport.** Developer understands that the Site is located at the Ames Municipal

Airport, which is subject to federal regulation, and nothing herein shall require Purchaser to violate any federal regulation, directive or law that exists at the time of this Agreement or which may be repealed, amended or modified in such a way that materially affects the Parties' obligations under this Agreement.

12. Use of System. Purchaser will not use electrical energy generated by the System for the purposes of heating a swimming pool within the meaning of Section 48 of the Internal Revenue Code.

[signature page to follow]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Developer and Purchaser have executed this Agreement as of the Effective Date.

AMES GREENFIELD DEV CO. LLC
a Delaware limited liability company

City of Ames, Iowa

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Attested by: _____

SCHEDULES

I. Schedule 1 - Description of the Premises, System and Subsidy

<p>A. Premises</p>	<p>Physical Address: Agricultural property generally located on City of Ames Municipal Airport (“<u>AMW</u>”) property.</p> <p>APN Number: 0914150020, 0914300000, 0914150010, 0914350010, 0915400020, 0922400200, 0922200405, 0922400400, 0922225010, 0922400120, 0922200305, 0922400320, 0923100000, 0923100020, 0923100030, 0923100040, 0923100310, 0927200125, 0927200105</p> <p>The final project layout may change and is to be negotiated subject to mutual agreement in the NTP Amendment, but shall not exceed 165 acres in size. Attached hereto is <u>Exhibit B</u> which sets forth areas available to Developer to constitute the Premises, as defined by this Agreement.</p>
<p>Site diagram attached:</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The final site diagram is to be negotiated in the NTP Amendment.</p>
<p>B. Description of Solar System</p>	<p>Anticipated photovoltaic solar energy facility of up to 24.9 MWac of nameplate capacity. Facility planned as a single-axis tracking system utilizing bifacial panels.</p> <p>The final description is to be negotiated in the NTP Amendment.</p>
<p>Solar System Size:</p>	<p>Not more than 24.9 MWac (this is an estimate (and not a guarantee) of the System size; Developer may update the System Size prior to the Commercial Operation Date.)</p> <p>The final system size is to be negotiated in the NTP Amendment.</p>
<p>C. Anticipated Subsidy or Rebate</p>	<p>Project expected to receive safe harbor for 2026 valuations of the Investment Tax Credit. Purchaser shall have no responsibility for the award or non-award of any tax credit(s).</p>

II. Schedule 2 - Energy Services Payment

Provided that the Parties mutually agree to a NTP Amendment, Purchaser shall pay to Developer a monthly payment (the "Energy Services Payment") for the Energy Services provided by the System during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate.

The "Actual Monthly Production" means the amount of energy recorded by Developer's metering equipment during each calendar month of the Term.

The kWh Rate with respect to the System under the Agreement shall be in accordance with a rate schedule as may be mutually agreed by the Parties in the NTP Amendment.

Term Year	kWh Rate (\$/kWh)
1	[TBD]
2	[TBD]
3	[TBD]
4	[TBD]
5	[TBD]
6	[TBD]
7	[TBD]
8	[TBD]
9	[TBD]
10	[TBD]
11	[TBD]
12	[TBD]
13	[TBD]
14	[TBD]
15	[TBD]
16	[TBD]
17	[TBD]
18	[TBD]
19	[TBD]
20	[TBD]
21	[TBD]
22	[TBD]
23	[TBD]
24	[TBD]
25	[TBD]

III. Schedule 3 - Early Termination Fee

The Early Termination Fee with respect to the System under the Agreement shall be calculated as may be mutually agreed in the NTP Amendment.

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purchaser does <u>not</u> take Title to the System (\$/Wdc including costs of removal)	Purchase Date Occurs on the 91 st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Option Price (\$/Wdc)
1*	[TBD]	1st Anniversary	[TBD]
2	[TBD]	2nd Anniversary	[TBD]
3	[TBD]	3rd Anniversary	[TBD]
4	[TBD]	4th Anniversary	[TBD]
5	[TBD]	5th Anniversary	[TBD]
6	[TBD]	6th Anniversary	[TBD]
7	[TBD]	7th Anniversary	[TBD]
8	[TBD]	8th Anniversary	[TBD]
9	[TBD]	9th Anniversary	[TBD]
10	[TBD]	10th Anniversary	[TBD]
11	[TBD]	11th Anniversary	[TBD]
12	[TBD]	12th Anniversary	[TBD]
13	[TBD]	13th Anniversary	[TBD]
14	[TBD]	14th Anniversary	[TBD]
15	[TBD]	15th Anniversary	[TBD]
16	[TBD]	16th Anniversary	[TBD]
17	[TBD]	17th Anniversary	[TBD]
18	[TBD]	18th Anniversary	[TBD]
19	[TBD]	19th Anniversary	[TBD]
20	[TBD]	20th Anniversary	[TBD]
21	[TBD]	21st Anniversary	[TBD]
22	[TBD]	22nd Anniversary	[TBD]
23	[TBD]	23rd Anniversary	[TBD]
24	[TBD]	24th Anniversary	[TBD]
25	[TBD]	25th Anniversary	[TBD]

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

*Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 - Estimated Annual Production

Provided that the Parties mutually agree to a NTP Amendment, Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as negotiated in the NTP Amendment.

Term Year	Estimated Production (kWh)
1	[TBD]
2	[TBD]
3	[TBD]
4	[TBD]
5	[TBD]
6	[TBD]
7	[TBD]
8	[TBD]
9	[TBD]
10	[TBD]
11	[TBD]
12	[TBD]
13	[TBD]
14	[TBD]
15	[TBD]
16	[TBD]
17	[TBD]
18	[TBD]
19	[TBD]
20	[TBD]
21	[TBD]
22	[TBD]
23	[TBD]
24	[TBD]
25	[TBD]

Provided that the Parties mutually agree to a NTP Amendment, the values to be set forth in the table above shall constitute estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System assuming the System size indicated in Schedule 1 and based on initial System designs. Developer may deliver to Purchaser an updated table upon the Commercial Operation Date based on the actual System size and design.

V. Schedule 5 - Notice Information

Purchaser:

City of Ames
Attn: Director of Electric Services
502 Carroll Ave
Ames, IA 50010

Developer:

Ames Greenfield Dev Co. LLC
Attn: Chief Development Officer
301 West Bay Street
Suite 1404

Jacksonville, FL 32202

-With a copy to

City of Ames Legal Department
515 Clark Ave
PO Box 811
Ames, IA 50010

Financing Party:

[To be provided by Developer when known.]

Exhibit A
to Energy Services Agreement

**GENERAL TERMS AND CONDITIONS OF
ENERGY SERVICES AGREEMENT**

These General Terms and Conditions (“General Conditions”) are dated as of the _____ day of May, 2026 and are witnessed and acknowledged by AMES GREENFIELD DEV CO. LLC, a Delaware limited liability company (“Developer”) and The City of Ames, Iowa (“Purchaser”), as evidenced by their signature on the last page of this document. These General Conditions are intended to be incorporated by reference into Energy Services Agreements that may be entered into between Developer and Purchaser or between their respective affiliates. These General Conditions shall have no binding effect upon Developer or Purchaser, respectively, except to the extent Developer or Purchaser becomes a party to an Energy Services Agreement that incorporates these General Conditions.

I. **DEFINITIONS.**

1.1 In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agreement" means, the Energy Services Agreement.

"Ames Interconnection Agreement" means the interconnection agreement between Developer and the Local Electric Utility, including any other agreements deemed necessary by MISO for FERC tariffs.

"Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, including the Premises described herein, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 13.1.

"Bankruptcy Event" means with respect to a Party, that either (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or (ii) has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in Des Moines, IA are required or authorized by Applicable Law to be closed for business.

"Commercial Operation" has the meaning set forth in Section 3.3(b).

"Commercial Operation Date" has the meaning set forth in Section 3.3(b).

"Confidential Information" has the meaning set forth in Section 15.1.

"Covenants, Conditions and Restrictions" or "CCR" means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

"Disruption Period" has the meaning set forth in Section 4.3.

"Early Termination Date" means any date on which the Agreement terminates other than by reason of expiration of the then applicable Term.

"Early Termination Fee" means the fee payable by Purchaser to Developer under the circumstances described in Section 11.2, as set forth in Schedule 3, Column 1 of the Special Conditions.

"Effective Date" has the meaning set forth in the preamble to the Special Conditions.

"Energy Services" has the meaning set forth in the Special Conditions.

"Energy Services Agreement" means each Energy Services Agreement (including the Schedules attached thereto) that may be entered into between Developer and Purchaser or between their respective affiliates that incorporates these General Conditions by reference.

"Energy Services Payment" has the meaning set forth in Schedule 2 of the Special Conditions.

"Environmental Attributes" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, State PTC (if any) or Green-e® products.

"Environmental Documents" has the meaning set forth in Section 7.2(f).

"Environmental Law" means any and all federal, state, local, provincial and foreign, civil and criminal laws, statutes, ordinances, orders, common law, codes, rules, regulations, judgments, decrees, injunctions relating to the protection of health and the environment, worker health and safety, and/or governing the handling, use, generation, treatment, storage, transportation, disposal, manufacture, distribution, formulation, packaging, labeling, or release to the environment of or exposure to Hazardous Materials, including any such requirements implemented through Governmental Approvals.

"Estimated Remaining Payments" means as of any date, the estimated remaining Energy Services Payments to be made through the end of the then-applicable Term, as reasonably determined by Developer.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Fair Market Value" means, with respect to any tangible asset or service, the price that would be negotiated in an arm's-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. Fair Market Value of the System will be determined pursuant to Section 2.4.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Developer (or an Affiliate of Developer) leases the System, (ii) any Person (or its agent) who has made or will make a loan to or otherwise provides financing to Developer (or an Affiliate of Developer) with respect to the System, or (iii) any Person acquiring a direct or indirect interest in Developer or in Developer's interest in the Agreement or the System as a tax credit investor.

"Force Majeure Event" has the meaning set forth in Section 10.1.

"Developer" has the meaning set forth in the Preamble.

"Developer Default" has the meaning set forth in Section 11.1(a).

"General Conditions" means these General Terms and Conditions of the Energy Services Agreement, including all Exhibits hereto.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority, including any such approval, consent, order or binding agreements with or involving a governmental authority under Environmental Laws.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Hazardous Materials" means any hazardous or toxic material, substance or waste, including petroleum, petroleum hydrocarbons or petroleum products, and any other chemicals, materials, substances or wastes in any amount or concentration which are regulated under or for which liability can be imposed under any Environmental Law.

"Indemnified Parties" has the meaning set forth in Section 16.1.

"Initial Term" has the meaning set forth in Section 3 of the Special Conditions.

"Installation Work" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Developer (by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed) at the Premises.

"Invoice Date" has the meaning set forth in Section 6.2.

"Liens" has the meaning set forth in Section 7.1(d).

"Local Electric Utility" means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises which is City owned.

"Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

"NTP (Notice to Proceed) Amendment" means an amendment that may be entered into by the Parties pursuant to a mutual Agreement to the same prior to commencement of construction to agree upon all items listed in the Agreement that are still to be so negotiated and any other amendments required by either party. Neither party shall be obligated to consent to any particular NTP Amendment and this Agreement and all obligations that the Parties have to one another shall be cancelled and terminate in the event that a mutual agreement on an NTP Amendment cannot be obtained by the Outside NTP Amendment Date. The Parties understand and agree that this Agreement and the NTP Amendment are subject to the approval of the Ames City Council and no representations or guarantees of final approval by the City Council are made to Developer.

"Option Price" has the meaning set forth in Section 2.2.

"Outside NTP Amendment Date" means June 30, 2027.

"Party" or "Parties" has the meaning set forth in the preamble to the Special Conditions.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

"Pre-existing Environmental Conditions" means any: (i) violation of, breach of or non-compliance with any Environmental Laws with respect to the Premises that first existed, arose or occurred on or prior to Developer's commencement of construction at the Premises and (ii) the presence or release of, or exposure to, any Hazardous Materials at, to, on, in, under or from the Premises that first existed, arose or occurred on or prior to Developer's commencement of construction at the Premises.

"Premises" means the premises described in Schedule 1 of the Special Conditions. The Premises includes the entirety of any structures and underlying real property located at the address in Schedule 1 of the Special Conditions.

"Purchase Date" means the first Business Day that occurs after the applicable purchase date set forth in Schedule 3 of the Special Conditions.

"Purchaser" has the meaning set forth in the Preamble.

"Purchaser Default" has the meaning set forth in Section 11.2(a).

"Qualified Transferee" means is a transferee that has (a) experience developing, owning or operating at least 100 MW of DG and scale solar projects in the aggregate (or such third party's day-to-day operator of the Project has said experience), and (b) the transferee (or its parent company) has and maintains a net worth based on assets in the United States of at least Fifty Million Dollars (\$150,000,000) to be calculated as if said transferee owns the Project assets to be transferred.

"Renewal Term" has the meaning set forth in Section 2.

"Representative" has the meaning set forth in Section 15.1.

"Safe Harbor Work" means the installation of a foundation for the breakers that will serve the System; the foundation will be built offsite, stored and then installed on the Premises. Access to the Premises and the location of stored materials shall be as determined by the Purchaser, in Purchaser's sole discretion, provided Purchaser agrees to use commercially reasonable efforts to find a suitable location for the Safe Harbor Work. Notwithstanding the foregoing, Purchaser shall not be required to approve any location for Safe Harbor Work that in Purchaser's sole judgment interferes with, or otherwise compromises in any way, Airport operations or safety.

"Security Interest" has the meaning set forth in Section 8.2(a).

"Special Conditions" means each Energy Services Agreement, excluding these General Conditions.

"Stated Rate" means a rate per annum equal to the lesser of (a) the "prime rate" (as reported in The Wall Street Journal) plus two percent (2%) or (b) the maximum rate allowed by Iowa law.

"System" has the meaning set forth in Schedule 1 of the Special Conditions.

"System-based Incentives" means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies including, but not limited to, the subsidies in Schedule 1 of the Special Conditions and all other related subsidies and incentives.

"System Operations" means Developer's operation, maintenance and repair of the System performed by Developer or for Developer (by using one or more qualified contractors holding the appropriate licenses required by the jurisdiction where the System will be installed) in accordance with the requirements herein.

"Term" means the Initial Term, and the subsequent Renewal Term, if any.

"Term Year" means a twelve (12) month period beginning on the first day of the Term and each successive twelve

(12) month period thereafter.

"Termination Date" means the date on which the Agreement ceases to be effective, including on an Early Termination Date or the Expiration Date.

1.2 Interpretation. The captions or headings in these General Conditions are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words "include", "includes", and "including" mean include, includes, and including "without limitation" and "without limitation by specification." The words "hereof", "herein", and "hereunder" and words of similar import refer to the Agreement *as a whole* and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to "Articles" and "Sections" refer to Articles and Sections of these General Conditions.

2. TERM AND TERMINATION.

2.1 Term. The Initial Term is as specified in the Special Conditions.

2.2 Purchase Option. On any Purchase Date, so long as a Purchaser Default shall not have occurred and be continuing, Purchaser has the option to purchase the System for a purchase price (the "Option Price") equal to the greater of (a) the Fair Market Value of the System as of the Purchase Date, or (b) the price specified in Schedule 3, Column 2 of the Special Conditions, as of the Purchase Date. To exercise its purchase option, Purchaser shall, not less than one hundred and eighty (180) days prior to the proposed Purchase Date, provide written notice to Developer of Purchaser's intent to exercise its option to purchase the System on such Purchase Date. Within thirty (30) days of receipt of Purchaser's notice, Developer shall specify the Option Price, and Purchaser shall then have a period of thirty (30) days after notification to confirm or retract its decision to exercise the purchase option or, if the Option Price is equal to the Fair Market Value of the System, to dispute the determination of the Fair Market Value of the System. In the event Purchaser confirms its exercise of the purchase option in writing to Developer (whether before or after any determination of the Fair Market Value determined pursuant to Section 2.3), (i) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of any Liens, and (B) assign all vendor warranties for the System to Purchaser, and (ii) Purchaser shall pay the Option Price to Developer on the Purchase Date, such payment to be made in accordance with any previous written instructions delivered to Purchaser by Developer or Developer's Financing Party, as applicable, for payments under the Agreement. Upon execution of the documents and payment of the Option Price, in each case as described in the preceding sentence, the Agreement shall terminate automatically. Payment of the Option Price shall be in lieu of and instead of any payments as described in Section 2.2 hereof. In the event Purchaser retracts its exercise of, or does not timely confirm, the purchase option, the provisions of the Agreement shall be applicable as if Purchaser had not exercised any option to purchase the System.

2.3 Determination of Fair Market Value. If the Option Price indicated by Developer in accordance with Section 2.2 is equal to the Fair Market Value (as determined by Developer) and Purchaser disputes such stated Fair Market Value within thirty (30) days of receipt of such notice from Developer, then the Parties shall mutually select an independent appraiser with experience and expertise in the Energy Services industry. Such appraiser shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by Purchaser if such appraisal results in a value equal or greater than the value provided by Developer pursuant to Section 2.3; otherwise, the Parties shall equally share such cost.

2.4 Removal of System at Expiration. Subject to Purchaser's exercise of its purchase option under Section 2.2, upon the expiration or earlier termination of the Agreement, Developer shall, at Developer's expense, remove all of its tangible property comprising the System from the Premises on a mutually convenient date but in no case later than one (1) year after the Termination Date. The Premises shall be returned to its original condition. For purposes of Developer's removal of the System, Purchaser's

covenants pursuant to Section 7.2 shall remain in effect until the date of actual removal of the System. Developer shall leave the Premises in neat and clean order. If Developer fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Premises to its original condition at Developer's cost.

2.5 Conditions of the Agreement Prior to the Commercial Operation Date.

(a) In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, the relevant Party may provide notice that it is terminating the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination:

(i) Developer, if Developer determines that the Premises, as is, are insufficient to accommodate the System or unsuitable for construction or operation of the System.

(ii) Developer, if Developer determines that there exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(iii) Developer, if Developer determines that there is a material adverse change in the regulatory environment, incentive program or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date) that could reasonably be expected to adversely affect the economics of the installation for Developer and its investors.

(iv) Developer, if Developer is unable to obtain financing for the System on terms and conditions satisfactory to it.

(v) Developer, if Developer has not received: (1) a release or acknowledgement from any mortgagee of the Premise, if required by Developer's Financing Party, to establish the priority of its security interest in the System, and (2) such other documentation as may be reasonably requested by Developer to evidence Purchaser's ability to meet its obligations under Section 7.2(d)(ii) to ensure that Developer will have access to the Premises throughout the Term.

(vi) Either Party, if such Party determines that there has been a material adverse change in the rights of Purchaser to occupy the Premises that prohibit Developer from developing the solar project.

(vii) Developer, if Developer determines that there has been a material adverse change in the ability of Developer to construct the System on the Premises.

(viii) By Developer, if Developer has not received evidence reasonably satisfactory to it that interconnection services will be available with respect to energy generated by the System.

(ix) By Developer, if Developer has determined that there are easements, CCRs or other land use restrictions, liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.

(x) By Developer, if there has been a material adverse change in Purchaser's credit-worthiness.

(xi) Either Party, if the Parties cannot reach mutual agreement by the Outside NTP Amendment Date, in which case neither Purchaser nor Developer shall have any obligation to the other and neither Party shall owe the other Party any costs, fees, damages or other compensation.

(xii) Developer, if Developer does not receive necessary approvals from the City of Ames needed to develop the Project.

(xiii) By Developer, if the FAA does not approve either the site of the project on the Premises, or does not provide complete approval of the solar array such that fewer MW (ac) are built and therefore Developer is unable to deliver energy in the volumes or pricing agreed in the ESA to Purchaser, or by Purchaser, if the foregoing has not been completed by Developer by June 30, 2032.

(b) With the exception of 2.5(a)(xi) above which shall result in termination as described therein, if any of the conditions set forth in Section 2.5(a) are partly or wholly unsatisfied, and Developer wishes to revise the information in the Special Conditions, then Developer may propose modifications to the Special Conditions for acceptance by Purchaser. If Purchaser does not accept such modified Special Conditions, Developer may terminate this Agreement as provided in Section 2.5(a). If Purchaser accepts such revised Special Conditions, such revised Special Conditions shall be deemed an amendment of the Agreement, and the Agreement shall remain in force and effect upon execution by both Parties.

(c) Developer acknowledges that portions of the Premises are currently subject to an agricultural leasehold interest. All of Developer's activities upon the Premises that precede the Commercial Operations Date, whether they are Safe Harbor activities, due diligence activities or any activities of an exploratory or preliminary nature whatsoever, shall be undertaken using commercially reasonable efforts to minimize disturbance of, and damage to, any growing crops upon any portion of the Premises and/or real property located at the Ames Municipal Airport. Developer shall fully compensate the City's agricultural/farm tenant for the fair market value of any damaged crops and hold the City harmless from any damages or losses related to Developer's damage of growing crops.

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. Developer will cause the System (by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed) to be designed, engineered, installed and constructed substantially in accordance with Schedule 1 of the Special Conditions, Ames Interconnection Agreement, as approved by the FAA in coordination with AMW airport, and Applicable Law. Purchaser shall have the right to review all construction plans and designs, including engineering evaluations of the impact of the System. Developer shall take care not to damage drainage tiles or any other existing infrastructure during its performance of the Installation Work, provided that Purchaser provides all information in Purchaser's possession regarding location of such drainage tiles and other existing infrastructure. To the extent Developer damages any drainage tiles or other existing infrastructure, Developer shall be responsible for timely repair or replacement of any such damaged drainage tiles or other existing infrastructure and shall be responsible for any damage that results (either directly or indirectly) from damaged drainage tiles or other existing infrastructure. Notwithstanding anything herein to the contrary, Purchaser agrees that Developer may perform installation of the Safe Harbor Work at any time following full execution of the Agreement, which shall be installed in a location reasonably agreed to by the Parties, and Developer shall not install anything else upon the Premises unless and until the Parties mutually agree and execute an NTP Agreement.

3.2 Approvals; Permits. Purchaser shall assist Developer in obtaining all necessary consents, approvals and permits required to perform Purchaser's obligations under this Agreement, including but not limited to those related to the Local Electric Utility, any Governmental Approval, and any consents, waivers, approvals or releases required pursuant to any applicable contract or CCR.

3.3 System Acceptance Testing.

(a) Developer shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by providers of Energy Services as outlined in the Ames Interconnection Agreement.

(b) If the results of such testing indicate that the System is capable of providing the Energy

Services, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility ("Commercial Operation"), then Developer shall send a written notice to Purchaser to that effect, and the date of such notice shall be the "Commercial Operation Date".

4. SYSTEM OPERATIONS.

4.1 Developer as Owner and Operator. The System will be owned by Developer or Developer's Financing Party and will be operated and maintained and, as necessary, repaired by Developer at its sole cost and expense; *provided*, any repair or maintenance costs incurred by Developer as a result of Purchaser's negligence, intentional misconduct, or breach of its obligations hereunder shall be reimbursed by Purchaser. To the extent Developer damages any drainage tiles or any other existing infrastructure, Developer shall be responsible for timely repair or replacement of any such damaged drainage tiles and existing infrastructure and shall be responsible for any damage that results (either directly or indirectly) from damaged drainage tiles and existing infrastructure.

4.2 Metering. Purchaser may install and maintain a utility grade, bidirectional kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System at the low side of the transformer, compensated for losses caused by the transformer. Developer may, at its election, install a utility grade kilowatt hour (kWh) meter for the measurement of electrical energy delivered by the System in order to confirm accuracy of Purchaser's meter.

4.3 System Disruptions. In the event that (a) the owner or lessee of the Premises repairs the Premises for any reason not directly related to damage caused by the System, and such repair requires the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") results in a disruption or outage in System production, then, in either case, Purchaser shall (i) pay Developer for all work required by Developer to disassemble or move the System and (ii) continue to make all payments for the Energy Services during such period of System disruption (the "Disruption Period"), and (iii) reimburse Developer for any other lost revenue during the Disruption Period, including any lost revenue associated with any reduced sales of Environmental Attributes and any reduced System-based Incentives, if applicable, during the Disruption Period. For the purpose of calculating Energy Services Payments and lost revenue for such Disruption Period, Energy Services for each month of said months shall be deemed to have been produced at the average rate over the same month for which data exists (or, if the disruption occurs within the first twelve (12) months of operation, the average over such period of operation).

5. TITLE TO SYSTEM.

5.1 Throughout the duration of the Agreement, Developer or Developer's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Developer or Developer's Financing Party and shall not attach to or be deemed a part of, or fixture to, the Premises. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Purchaser shall provide, at Developer's request, a disclaimer or release from such lien holder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing by Developer, on behalf of Purchaser, of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises. If Purchaser is not the fee owner, Purchaser will, at Developer's request, use commercially reasonable efforts to obtain such consent from such owner.

5.2 Environmental Attributes And System-Based Incentives. Purchaser's purchase of Energy Services includes Environmental Attributes, but does not include System-based incentives. System-based Incentives shall be owned by Developer or Developer's financing party for the duration of this

Agreement. Purchaser disclaims any right to System-based Incentives based upon the installation of the System at the Premises, and shall, at the request of Developer, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.2. Notwithstanding the foregoing, Purchaser shall be entitled to claim Production Tax Credits offered by the state of Iowa (the "State PTC") (if any) and Purchaser is eligible for such State PTC.

6. PRICE AND PAYMENT.

6.1 Consideration. Purchaser shall pay to Developer a monthly Energy Services Payment for the Energy Services provided during each calendar month of the Term as set forth in the Special Conditions.

6.2 Invoice. Developer shall invoice Purchaser on or about the first day of each month (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Energy Services Payment in respect of the immediately preceding month. The last invoice shall include Energy Services provided only through the Termination Date of this Agreement.

6.3 Time of Payment. Purchaser shall pay all undisputed amounts due hereunder within thirty (30) days after the date of the applicable Invoice Date,

6.4 Method of Payment. Purchaser shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Developer from time to time by written notice to Purchaser. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

7. GENERAL COVENANTS.

7.1 Developer's Covenants. Developer covenants and agrees to the following:

(a) Notice of Damage or Emergency. Developer shall (i) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (ii) immediately notify Purchaser if it becomes aware of any event or circumstance relating to the System or the Premises that poses a significant risk to human health, the environment, the System or the Premises.

(b) Governmental Approvals. While providing the Installation Work, Energy Services, and System Operations, Developer shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Developer and to enable Developer to perform such obligations.

(c) Health and Safety. Developer shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Energy Services, and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property.

(d) Liens. Other than a Financing Party's security interest in or ownership of the System, Developer shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein, in each case to the extent such Lien arises from or is related to Developer's performance or non-performance of its obligations hereunder. If Developer breaches its obligations under this Section, it shall (i) immediately notify Purchaser in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Purchaser, and (iii) defend

and indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien; *provided*, Developer shall have the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such Lien from title to the Premises or that assure that any adverse judgment with respect to such Lien will be paid without affecting title to the Premises.

7.2 Purchaser's Covenants. Purchaser covenants and agrees as follows:

(a) Notice of Damage or Emergency. Purchaser shall (i) promptly notify Developer if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (ii) immediately notify Developer it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

(b) Liens. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Section, it shall immediately notify Developer in writing, shall promptly cause such Lien to be discharged and released of record without cost to Developer and, to the extent claims against a municipality are allowable under Chapter 670 of the Code of Iowa, the Iowa Constitution and under any other applicable Iowa law, and shall indemnify Developer against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(c) Consents and Approvals. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, Governmental Approvals, rebates or other financial incentives, Purchaser shall cooperate with Developer to obtain or issue such approvals, Governmental Approvals, rebates or other financial incentives in the name of Developer. Purchaser shall provide to Developer copies of all Governmental Approvals and CCRs applicable to the Premises, other than those obtained by Developer or to which Developer is a party.

(d) Access to Premises, Grant of Lease.

(i) Purchaser hereby grants to Developer a commercial lease coterminous with the Term containing all the rights necessary for Developer to use and occupy portions of the Premises for the installation, operation, maintenance and removal of the System pursuant to the terms of this Agreement, including ingress and egress rights and routes of access as designated by Purchaser to the Premises for Developer and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the Premises' electrical wiring. Developer shall provide Purchaser a minimum of forty-eight (48) hours advance notice of its intent to enter the Premises, unless in instances where a shorter period of notice is necessary to protect life or property, in which case Developer shall notify Purchaser as soon as commercially practicable. Developer's entry onto the Premises shall be subject to the Purchaser's right to specify times, dates and areas in which the intended activities shall occur.

(ii) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (i) Developer shall have access to the Premises and System during the Term of this Agreement and for so long as needed after termination to remove the System pursuant to the applicable provisions herein, and (ii) Purchaser will not interfere or handle any Developer equipment or the System without written authorization from Developer; *provided*, Purchaser shall at all times have access to and the right to observe the Installation Work or System removal. Purchaser retains the right to designate approved points of access to and routes within the Premises throughout the Term (and for the period of time in which Developer must remove the System) which shall be utilized by Developer; provided such access routes must be in commercially reasonable locations for Developer to construct, operate and remove the solar project.

(e) Temporary storage space during installation or removal. Purchaser shall provide sufficient space at the Premises or other area under the control of Purchaser as may be designated by Purchaser for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation

Work, System Operations or System removal, and access for rigging and material handling.

(f) On or before the Effective Date of the Special Conditions, Purchaser shall identify and set forth in the Special Conditions and unless previously delivered, Purchaser shall, to the extent the same are known and available, deliver to Developer copies of all reports, agreements, plans, inspections, tests, studies or other materials concerning the presence of Hazardous Materials at, from or on the Premises including, but not limited to, soil reports, design drawings, environmental reports, sampling results or other documents relating to Hazardous Materials that have been identified or may be present on, in or under the Premises (collectively, the "Environmental Documents"). Thereafter, Purchaser agrees to provide copies of any new Environmental Documents within ten (10) days of receipt of same. Purchaser hereby agrees to furnish such other documents in Purchaser's possession or control with respect to Governmental Approvals compliance with Environmental Law or Hazardous Materials with respect to the Premises as may be reasonably requested by Developer from time to time.

(g) Notwithstanding anything to the contrary in the Agreement, Purchaser shall operate and maintain the Premises to comply with the requirements of all applicable Environmental Laws that limit or govern the conditions or uses of the Premises, without impairing or interfering with Developer's construction, operation and ownership of the System or occupancy of the Premises. In no event shall Developer have any liability or obligation with respect to any Pre-existing Environmental Condition on, in or under the Premises, or operations or maintenance of the Premises required to comply with Environmental Laws with respect to Pre-Existing Environmental Conditions.

(h) To the extent claims against a municipality are allowable under Chapter 670 of the Code of Iowa, the Iowa Constitution and under any other applicable Iowa law, Purchaser shall indemnify, hold harmless and defend Developer from and against all claims, pay costs and expenses, and conduct all actions required under Environmental Laws in connection with (i) the existence at, on, above, below or near the Premises of any Pre-existing Environmental Conditions, and (ii) any Hazardous Materials released, spilled or deposited at, on above or below the Premises by the Purchaser.

8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties of Both Parties. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy and other similar laws now or hereafter in effect;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein;

(f) its execution and performance of the Agreement and the transactions contemplated hereby do not and will not constitute a breach of any term or provision of, or a default under, (i) any contract, agreement or Governmental Approval to which it or any of its Affiliates is a party or by which it or any of its

Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws; and

(g) its execution and performance of the Agreement and the transactions contemplated hereby do not and will not require any consent from a third party, including any Governmental Approvals from any Governmental Authority, that are not identified in the Special Conditions.

(h) No security interest, including any continuation statements or renewals thereof in the System, shall be granted by Developer at any time that lasts in excess of the Initial Term, or any Renewal Term but it can only last if the Renewal Term has, in fact, been exercised by Purchaser.

8.2 Representations of Purchaser. Purchaser represents and warrants to Developer as of the Effective Date and continuing through the Term that:

(a) Purchaser acknowledges that it has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party;

(b) To Purchaser's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises;

(c) Purchaser is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to Developer's Financing Party's Security Interest therein;

(d) To Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement;

(e) To Purchaser's knowledge, Purchaser has identified and disclosed to Developer in the Special Conditions (i) all Environmental Documents, (ii) all CCRs, Governmental Approvals or other restrictions imposed under Applicable Laws with respect to the use of the Premises that could affect the construction and operation of the System, and (iii) all environmental reports, studies, data or other information relating to the use of the Premises by Developer within the Purchaser's possession or control;

(f) The Premises is in compliance with Environmental Laws, and that Purchaser holds and is in compliance with all Governmental Approvals required for the ownership and any current operations or activities conducted at the Premises; and

(g) Purchaser has identified in the Special Conditions and delivered to Developer all material reports and information concerning the presence or release of Hazardous Materials on, in or under the Premises.

Any Financing Party shall be an intended third-party beneficiary of these General Conditions, including without limitation this Section 8.2 and the Energy Services Agreement.

8.3 EXCLUSION OF WARRANTIES. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH HEREIN, THE INSTALLATION WORK, SYSTEM OPERATIONS, AND ENERGY SERVICES PROVIDED BY DEVELOPER TO PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, THE ENERGY SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY DEVELOPER.

9. TAXES AND GOVERNMENTAL FEES.

9.1 Purchaser Obligations. Purchaser shall reimburse and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority and paid by Developer due to Developer's sale of the Energy Services to Purchaser (other than income taxes imposed upon Developer). Developer shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by Developer and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income, gross receipts or other taxes, and any and all franchise fees or similar fees assessed against it due to its purchase of the Energy Services. This Section 9.1 excludes taxes specified in Section 9.2.

9.2 Developer Obligations. Subject to Section 9.1 above, Developer shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System.

10. FORCE MAJEURE.

Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as wind, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of Developer or as a result of such party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Purchaser is a Governmental Authority and Purchaser is the Party whose performance is affected by such action nor inaction). A Force Majeure Event shall not be based on the economic hardship of either Party, or upon the expiration of any lease of the Premises by the Purchaser from the owner of the Premises.

10.1 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; *provided*, the Party claiming relief under this Article 10 shall as soon as practicable after becoming aware of the circumstances constituting Force Majeure (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; *provided*, Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Energy Services delivered to Purchaser prior to the Force Majeure Event performance interruption. Subject to Section 10.3 below, the Parties agree that to the extent permitted by Applicable Law, the Term of this Agreement shall extend on a day for day basis for every day in which the occurrence of a Force Majeure Event has affected either Party's performance of its obligations hereunder.

10.2 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Developer's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days (or such longer period as reasonably necessary if related to procure permitting, equipment, labor and/or materials, as applicable), then either Party shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to the other Party. If at the end of such ninety (90) day period such Force Majeure Event still continues, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

10.3 Termination for Convenience. Developer may terminate this Agreement at any time for

convenience upon written notice to Purchaser and subject to Developer's obligations under this Agreement upon termination.

11. DEFAULT.

11.1 Developer Defaults and Purchaser Remedies.

(a) Developer Defaults. The following events shall be defaults with respect to Developer (each, a "Developer Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Developer;
- (ii) Developer fails to pay Purchaser any undisputed amount owed under the Agreement within sixty (60) days from receipt of written notice from Purchaser of such past due amount; and
- (iii) Developer breaches any material representation, covenant or other term of the Agreement and (A) if such breach can be cured within sixty (60) days after Purchaser's written notice of such breach and Developer fails to so cure, or (B) Developer fails to commence and pursue a cure within such sixty (60) day period if a longer cure period is needed.

(b) Purchaser's Remedies. If a Developer Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Purchaser may terminate the Agreement and exercise any other remedy it may have at law or equity or under the Agreement.

11.2 Purchaser Defaults and Developer's Remedies.

(a) Purchaser Default. The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Purchaser;
- (ii) Purchaser breaches any material representation, covenant or other term of the Agreement if (A) such breach can be cured within sixty (60) days after Developer's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such sixty (60) day period if a longer cure period is needed; and
- (iii) Purchaser fails to pay Developer any undisputed amount due Developer under the Agreement within sixty (60) days from receipt of written notice from Developer of such past due amount.

(b) Developer's Remedies. If a Purchaser Default described in Sections 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Developer may terminate this Agreement and upon such termination, (A) Developer shall be entitled to receive from Purchaser the Early Termination Fee, and (B) Developer may exercise any other remedy it may have at law or equity or under the Agreement.

11.3 Cross Default. With respect to any Systems that are co-located at the same Premises, if a Party defaults under the Agreement related one such System, it shall also be a default of such Party under the Agreement(s) related to the other co-located System(s); *provided*, a cure of the original default shall be a cure of any such cross default. In the event of a cross default, the non-defaulting Party shall be entitled to exercise its rights with respect to all such Agreements, including terminating all such Agreements (but not less than all such Agreements) and, if Developer terminates the Agreements due to a Purchaser Default, Purchaser shall pay the Early Termination Fees for all such terminated Agreements.

11.4 Removal of System. Upon any termination of the Agreement pursuant to this Article 11, Developer will remove the System pursuant to Section 2.4 hereof, absent any purchase of the System by

Purchaser pursuant to Section 2.2 hereof.

12. LIMITATIONS OF LIABILITY.

12.1 Except a breach of Section 15.1 or as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

12.2 A Party's maximum liability to the other Party under the Agreement, shall be limited to (i) for Developer, the amounts paid to Developer hereunder under the prior twelve (12) months plus any Cost to Cover payments, and (ii) for Purchaser, the aggregate Estimated Remaining Payments as of the date of the events giving rise to such *liability, provided*, the limits of liability under this Section 12.2 shall not apply with respect to (i) indemnity obligations hereunder in respect of any personal injury, unaffiliated third party claim or environmental claims, (ii) any obligation of Purchaser to pay Energy Service Payments, the Early Termination Fee or the Option Price, and (iii) any obligation of Developer to pay for Cost to Cover in accordance with the Special Conditions, if applicable.

13. ASSIGNMENT.

13.1 Assignment by Developer. Developer shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Purchaser, which shall not be unreasonably withheld, conditioned or delayed; *provided*, Purchaser agrees that Developer may (i) assign this Agreement without the consent of the Purchaser to (i) an affiliate of Developer, (ii) any party providing financing for the System, or (iii) to a Qualified Transferee. In the event that Developer identifies a secured Financing Party in the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in Exhibit A of these General Terms and Conditions and agrees to provide such estoppels, acknowledgments and opinions of counsel as Developer may reasonably request from time to time. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1. Any Assignment

13.2 by Developer without any required prior written consent of Purchaser shall not release Developer of its obligations hereunder.

13.3 Acknowledgment of Collateral Assignment. In the event that Developer identifies a secured Financing Party in the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser hereby acknowledges:

(a) The collateral assignment by Developer to the Financing Party, of Developer's right, title and interest in, to and under the Agreement, as consented to under Section 13.1 of the Agreement.

(b) That the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Developer's interests in this Agreement.

(c) That it has been advised that Developer has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System.

Any Financing Party shall be an intended third- party beneficiary of this Section 13.2.

13.4 Assignment by Purchaser. Purchaser shall not assign the Agreement or any interest therein, without Developer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any Assignment by Purchaser without the prior written consent of Developer shall not release Purchaser of its obligations hereunder.

14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in the Special Conditions, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when addressed properly and personally delivered to the address listed in Schedule 5 herein, or one day following a properly addressed mailing is sent via Federal Express or similar overnight courier service.

14.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Purchaser. Invoices shall be sent by regular first class mail postage prepaid.

15. CONFIDENTIALITY.

15.1 Confidential Obligation. The Parties hereto, along with their respective officers, directors, employees and professional advisors, shall keep the terms of this transaction (including without limitation information concerning the Project) secret and confidential. Notwithstanding the foregoing, the Parties may disclose such information (a) to their respective officers, directors, members, managers, employees, agents, contractors, consultants, Affiliates, lenders (existing or potential), investors (existing or potential) and potential third-party assignees of the Agreement or third-party acquirers of Developer or its Affiliates (provided and on condition that such potential third-party assignees be bound by a written agreement restricting use and disclosure of Confidential Information at least as stringent as that set forth herein) solely for use in connection with their representation of such party or involvement in the transactions contemplated by this Agreements (in which case, such party shall be responsible for disclosures by its Representatives in violation of the foregoing restrictions), (b) as may be required by Applicable Law (including open records laws), subpoena or court order, or (c) to any governmental agency as may be necessary for the development of the Project or to ensure that the Project complies with applicable federal law. The Parties hereto shall not make any public announcement regarding this Agreement without the prior written consent of all Parties. Notwithstanding the foregoing, the Parties understand and agree that the contents of the NTP Agreement will contain certain items, including but not limited to, the purchase rate, total annual cost, and other information that will be placed before the Ames City Council for approval and shall be available to the public as required by Iowa Code Chapters 21 and 22.

15.2 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; *provided*, no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that Developer may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and Developer shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Purchaser permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.

15.3 Enforcement of Confidentiality Obligations. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article 15 by the receiving Party or its Representatives of other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that

the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article 15. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article 15 but shall be in addition to all other remedies available at law or equity.

16. INDEMNITY.

16.1 Indemnity. Subject to Article 12, and to the extent claims against the City are allowable under Chapter 670 of the Code of Iowa, the Iowa Constitution and under any other applicable Iowa law, each Party agrees that it shall indemnify and hold harmless the other Party, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Indemnified Parties") from and against any and all Losses incurred by such Indemnified Parties to the extent arising from or out of (i) any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of the indemnifying Party's negligence or willful misconduct, or (ii) any unaffiliated third party claim arising from the indemnifying Party's negligence or willful misconduct or breach of the Agreement; *provided*, neither Party shall be required to reimburse or indemnify any Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of, or breach of the Agreement by, any Indemnified Party. Prior to the Commercial Operations Date, all Safe Harbor activities, any due diligence activities (including but not limited to, inspections, surveys, soil borings, environmental assessments and other tests Developer deems necessary) and all additional activities upon the Premises that are conducted by Developer upon the Premises prior to the Commercial Operation Date shall be expressly subject to the requirements and obligations of this paragraph.

17. INSURANCE.

17.1 Generally. Purchaser and Developer shall each maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: (a) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, (b) Commercial General Liability Insurance with limits of not less than \$3,000,000 general aggregate, \$1,000,000 per occurrence (which may be carried by way of an umbrella or excess liability insurance policy), and (c) automobile insurance with limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage. Additionally, Developer shall carry adequate property loss insurance on the System which need not be covered by Purchaser's property coverage. The amount and terms of insurance coverage will be determined at Developer's sole discretion.

17.2 Certificates of Insurance. Each Party, upon request, shall furnish current certificates evidencing that the insurance required under Section 17.1 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insured agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered.

17.3 Additional Insureds. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear.

17.4 Insurer Qualifications. All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

17.5 Waiver of Subrogation. Developer will provide a waiver of subrogation for any worker compensation injury that may occur during the installation or maintenance of the solar array.

17.6 Prior to the Commercial Operations Date, all Safe Harbor activities, any due diligence activities (including but not limited to, inspections, surveys, soil borings, environmental assessments and other tests Developer deems necessary) and all additional activities upon the Premises that are conducted by Developer upon the Premises prior to the Commercial Operation Date shall be expressly subject to the requirements and obligations of this Section 17.

18. MISCELLANEOUS.

18.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto or incorporated by reference, constitute the entire agreement and understanding between Developer and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof which are of no further force or effect. The Exhibits and Schedules attached to the Agreement, including these General Conditions as incorporated by reference, are integral parts of the Agreement and are an express part of the Agreement. In the event of a conflict between the provisions of these General Conditions and any applicable Special Conditions, the provisions of the Special Conditions shall prevail.

18.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Developer and Purchaser.

18.3 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the Energy Services industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Developer or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

18.5 Limited Effect of Waiver. The failure of Developer or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.6 Survival. The obligations under Section 2.4 (Removal of System), Section 5 (Title to System), Section 7.1 (Developer Covenants), Sections 7.2(d), (e), (f), (g) and (h) (Purchaser Covenants), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 18 (Miscellaneous), all payment or indemnification obligations accrued prior to termination of this Agreement, or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

18.7 Governing Law. This Agreement shall be governed by the law of the State of Iowa with venue in the appropriate state and/or federal courts for Story County, Iowa. The Parties waive to the fullest extent permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement any courts described in this Section 18.7.

18.8 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

18.9 Relation of the Parties. The relationship between Developer and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Developer and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.10 Successors and Assigns. This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Developer and Purchaser and their respective successors and permitted assigns.

18.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

18.12 Delivery. This Agreement may be duly executed and delivered by a Party by execution of the signature page of a counterpart to the other Party.

18.13 Liquidated Damages Not Penalty. Purchaser acknowledges that the Early Termination Fee constitutes liquidated damages, and not penalties, in lieu of Developer's actual damages resulting from the early termination of the Agreement. Purchaser further acknowledges that Developer's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Purchaser's rights and obligations under the Agreement, the Early Termination Fee constitutes fair and reasonable damages to be borne by Purchaser in lieu of Developer's actual damages.

18.14 Memorandum of Agreement. Upon request from Developer, Purchaser agrees to execute a memorandum of this Agreement in a form reasonably acceptable to Developer and Purchaser, which Developer may record in the real property records of Story County, Iowa.

18.15 Estoppel Certificates, Etc. Each Party shall execute, within ten (10) Business Days following written request therefor, such estoppel certificates (certifying as to such matters as requesting Party may reasonably request, including without limitation that no default by requesting Party then exists under this Agreement, if such be the case) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as requesting Party, any transferee of Grantee or Financing Party may reasonably request from time to time.

19. CHANGE IN LAW.

19.1 "Change in Law" means that after the date of the Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

19.2 If Developer determines that a Change in Law has occurred or will occur that has or will have a material adverse effect on Developer's rights, entitlement, obligations or costs under the Agreement, then Developer may so notify the Purchaser in writing of such Change in Law. Within thirty (30) days following receipt by the Purchaser of such notice, the Parties shall meet and attempt in good faith to negotiate such amendments to the Agreement as are reasonably necessary to preserve the economic value of the Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Developer may terminate the Agreement and remove the System and restore the Premises as required herein without either Party having further liability under the Agreement except with respect to liabilities accrued prior to the date of termination.

19.3 If a Change in Law renders the Agreement, or Developer's performance of this Agreement, either illegal or impossible, then Developer may terminate the Agreement immediately upon notice to Purchaser without either Party having further liability under the Agreement except with respect to liabilities accrued prior to the date of termination.

20. SERVICE CONTRACT. The Agreement is a service contract pursuant to Section 7701(e)(3) of the Internal Revenue Code.

21. FORWARD CONTRACT. The transaction contemplated under the Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and

agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.

[Remainder of page intentionally left blank.]

These General Terms and Conditions are witnessed and acknowledged by Developer and Purchaser below. Neither Developer nor Purchaser shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

"DEVELOPER":

AMES GREENFIELD DEV CO. LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

"PURCHASER":

THE CITY OF AMES, IA

By: _____
Name: _____
Its: _____

Attested by: _____

Exhibit A
of General Conditions

Certain Agreements for the Benefit of the Financing Parties

Purchaser acknowledges that Developer will be receiving financing accommodations from one or more Financing Parties and that Developer may sell or assign the System or this Agreement and/or may secure Developer's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such Financing Party, Purchaser agrees as follows:

(a) Consent to Collateral Assignment. Purchaser consents to either the assignment, sale or conveyance to a Financing Party or the collateral assignment by Developer to a Financing Party, of Developer's right, title and interest in and to this Agreement.

(b) Notices of Default. Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Developer, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of Developer default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Developer to cancel, modify or terminate the Agreement without the written consent of the Financing Party. Purchaser shall have no obligation to notify a Financing Party hereunder unless and until Developer provides complete address information for said notice.

(c) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement:

i. The Financing Party, shall be entitled to exercise, in the place and stead of Developer, any and all rights and remedies of Developer under this Agreement in accordance with the terms of this Agreement and only in the event of Developer's or Purchaser's default. The Financing Party shall also be entitled, to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Developer thereunder or cause to be cured any default of Developer thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Developer under this Agreement or (unless the Financing Party has succeeded to Developer's interests under this Agreement) to perform any act, duty or obligation of Developer under this Agreement, but Purchaser hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Developer to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

iv. Upon any default not reasonably susceptible to cure by a Finance Party, including, without limitation, rejection or other termination of this Agreement pursuant to any process undertaken with respect to Developer under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such default, Purchaser shall enter into a new agreement with the Financing Party or its designee having the same terms and conditions as this Agreement.

(d) Right to Cure.

Purchaser will not exercise any right to terminate or suspend this Agreement unless it provides the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Developer) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The Parties agree that the cure rights described herein are in addition to and apply and commence following the expiration of any notice and cure period applicable to Developer unless the Financing Party has succeeded Developer's interests under this agreement. The Parties' respective obligations will otherwise remain in effect during any cure period; *provided*, if such Developer default reasonably cannot be cured by the Financing Party within the cure period applicable to Developer and the Financing Party commences and continuously pursues cure of the default within such period, the period for cure will be extended for a reasonable period of time under the circumstances, such extension for cure not to exceed additional ninety (90) days (provided, if such Financing Party needs to take legal action to repossess the System in order to cure the default, then such cure period shall be stayed until such time as the repossession by the Financing Party is complete).

i. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, acquires title to or control of Developer's assets and, within the time periods described in Subsection (c)(i) above, cures all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

Exhibit B
of Energy Services Agreement

Legal Description of Premises

LEGAL DESCRIPTION:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 15, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M.;

THENCE N32°56'38"E, 58.74' TO THE POINT OF BEGINNING; THENCE N00°51'49"E, 710.23'; THENCE N89°18'22"E, 121.37'; THENCE S75°25'51"E, 593.81'; THENCE S89°36'12"E, 550.64'; THENCE S00°55'32"W, 549.29'; THENCE S89°34'38"W, 1248.56' TO THE POINT OF BEGINNING, CONTAINING 17.36 ACRES;

AND

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 15, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M.;

THENCE S86°56'03"E, 1399.01' TO THE POINT OF BEGINNING; THENCE S16°08'15"W, 931.65'; THENCE S73°27'39"W, 207.15'; THENCE N80°02'16"W, 117.90'; THENCE S85°05'15"W, 39.55'; THENCE N16°26'13"E, 633.67'; THENCE N72°13'57"W, 138.21'; THENCE N22°13'55"E, 193.77'; THENCE N31°23'24"E, 99.82'; THENCE N69°17'06"E, 73.26'; THENCE S89°27'14"E, 371.56' TO THE POINT OF BEGINNING, CONTAINING 8.15 ACRES;

AND

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 15, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M.;

THENCE S86°05'56"W, 1529.70' TO THE POINT OF BEGINNING; THENCE S06°25'27"E, 82.93'; THENCE S50°57'55"W, 68.17'; THENCE S42°43'41"W, 78.77'; THENCE S28°59'33"W, 61.62'; THENCE S21°06'06"W, 69.59'; THENCE S52°25'41"W, 86.32'; THENCE S77°43'23"W, 97.61'; THENCE N82°54'17"W, 89.28'; THENCE N63°02'01"W, 101.07'; THENCE N90°00'00"W, 53.12'; THENCE S58°28'06"W, 70.42'; THENCE S46°06'18"W, 140.99'; THENCE S05°46'54"E, 491.01'; THENCE S38°04'06"W, 122.46'; THENCE N42°31'26"W, 519.69'; THENCE N00°29'38"E, 661.57'; THENCE S89°39'20"E, 1080.86' TO THE POINT OF BEGINNING, CONTAINING 12.96 ACRES;

AND

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 15, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M.;

THENCE, S14°08'33"W, 2644.29' TO THE POINT OF BEGINNING; THENCE S17°37'21"W, 437.21'; THENCE, N46°44'02"W, 421.87'; THENCE, N28°32'27"E, 117.51'; THENCE N00°13'13"W, 315.18'; THENCE, S89°08'41"E, 92.44'; THENCE, S45°16'02"E, 411.31' TO THE POINT OF BEGINNING, CONTAINING 4.04 ACRES;

AND

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 15, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M.;

THENCE S24°45'11"E, 1567.19' TO THE POINT OF BEGINNING; THENCE S65°59'16"E, 217.74'; THENCE S83°09'58"E, 137.87'; THENCE S16°38'15"W, 1176.96'; THENCE N88°46'19"W, 185.26'; THENCE N85°30'37"W, 47.01'; THENCE N69°30'15"W, 125.32'; THENCE N16°32'05"E, 1232.12' TO THE POINT OF BEGINNING,

CONTAINING 9.71 ACRES;

AND

COMMENCING AT THE CENTER OF SECTION 22, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M.; THENCE N01°14'47"E, 2593.15' TO THE POINT OF BEGINNING; THENCE S89°35'15"E, 584.74'; THENCE, S00°07'50"W, 27.80'; THENCE, S61°50'51"W, 429.58'; THENCE S42°49'53"W, 117.30'; THENCE S17°30'03"W, 170.75'; THENCE, S00°35'50"W, 148.57'; THENCE S85°25'21"W, 69.03'; THENCE N00°23'56"W, 637.65' TO THE POINT OF BEGINNING, CONTAINING 3.17 ACRES;

AND

COMMENCING AT THE CENTER OF SECTION 22, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M.; THENCE N01°21'00"E, 1603.62' TO THE POINT OF BEGINNING; THENCE N00°26'48"W, 276.06'; THENCE N90°00'00"E, 125.56'; THENCE S26°19'32"E, 54.72'; THENCE S79°08'22"E, 190.59'; THENCE S45°29'29"E, 124.85'; THENCE S86°26'03"E, 203.78'; THENCE S02°54'03"E, 92.43'; THENCE N89°52'20"W, 631.94' TO THE POINT OF BEGINNING, CONTAINING 2.60 ACRES;

AND

COMMENCING AT THE CENTER OF SECTION 22, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M.; THENCE N54°10'27"E, 3390.07' TO THE POINT OF BEGINNING; THENCE S36°25'16"E, 442.85'; THENCE, S18°02'05"W, 325.62'; THENCE, S17°15'36"W, 874.57'; THENCE S00°39'14"W, 989.61'; THENCE N80°46'17"W, 86.41'; THENCE N53°53'13"W, 47.75'; THENCE N22°27'17"W, 257.64'; THENCE N28°16'02"W, 210.66'; THENCE N39°40'10"W, 46.75'; THENCE N38°15'30"W, 158.78'; THENCE N16°41'12"E, 1946.36' TO THE POINT OF BEGINNING, CONTAINING 18.00 ACRES;

AND

COMMENCING AT THE CENTER OF SECTION 22, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M.; THENCE S85°37'42"E, 2104.65' TO THE POINT OF BEGINNING; THENCE N17°20'05"E, 199.08'; THENCE S75°53'20"E, 41.60'; THENCE S54°13'05"E, 63.09'; THENCE N71°55'26"E, 40.76'; THENCE S39°40'10"E, 46.75'; THENCE S28°16'02"E, 210.66'; THENCE S22°27'17"E, 257.64'; THENCE S53°58'13"E, 47.75'; THENCE S80°46'17"E, 86.41'; THENCE S04°20'15"W, 93.66'; THENCE N89°18'50"W, 42.74'; THENCE, N78°44'11"W, 43.55'; THENCE N50°46'41"W, 295.50'; THENCE N39°35'32"W, 150.31'; THENCE N61°36'50"W, 88.50'; THENCE N15°57'55"W, 48.42'; THENCE N40°14'11"W, 51.17' TO THE POINT OF BEGINNING, CONTAINING 2.74 ACRES;

AND

COMMENCING AT THE CENTER OF SECTION 22, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M.; THENCE N63°34'38"E, 3473.12' TO THE POINT OF BEGINNING; THENCE S79°17'48"E, 140.06'; THENCE S38°10'22"E, 678.09'; THENCE N89°52'41"W, 368.14'; THENCE N00°00'11"W, 329.18'; THENCE N88°57'04"W, 226.89'; THENCE N09°39'40"E, 228.21' TO THE POINT OF BEGINNING, CONTAINING 2.95 ACRES;

AND

COMMENCING AT THE CENTER OF SECTION 22, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M.; THENCE S86°34'00"E, 493.52' TO THE POINT OF BEGINNING; THENCE N00°09'59"E, 316.69'; THENCE N13°56'09"E, 127.94'; THENCE N41°40'23"E, 69.23'; THENCE N78°38'52"E, 65.90'; THENCE S88°46'18"E, 665.76'; THENCE S18°20'04"W, 410.61'; THENCE N47°54'00"W, 97.70'; THENCE N89°06'17"W, 81.27'; THENCE S51°45'44"W, 42.30'; THENCE S89°20'06"W, 78.57'; THENCE N53°28'41"W, 32.62'; THENCE S76°37'12"W, 267.91'; THENCE S52°02'59"W, 160.33' TO THE POINT OF BEGINNING, CONTAINING 6.32 ACRES;

AND

COMMENCING AT THE CENTER OF SECTION 22, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M.; THENCE S72°25'41"E, 1121.58' TO THE POINT OF BEGINNING; THENCE S16°18'30"W, 546.27'; THENCE S20°35'50"W, 1014.96'; THENCE S33°28'58"W, 215.32'; THENCE N00°07'41"E, 1335.05'; THENCE N21°57'09"E, 147.84'; THENCE N49°51'38"E, 119.81'; THENCE N75°37'27"E, 451.31'; THENCE S79°56'27"E, 42.88' TO THE POINT OF BEGINNING, CONTAINING 12.21 ACRES;

AND

COMMENCING AT THE CENTER OF SECTION 22, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M.; THENCE S64°44'31"E, 2206.54' TO THE POINT OF BEGINNING; THENCE N89°29'06"E, 625.42'; THENCE S00°43'08"E, 1534.62'; THENCE S86°33'10"W, 215.19'; THENCE S69°45'21"W, 255.48'; THENCE S69°45'21"W, 255.48'; THENCE S82°33'48"W, 270.39'; THENCE S83°35'15"W, 304.62; THENCE S09°01'00"W, 413.33'; THENCE N89°10'21"W, 203.02'; THENCE N22°54'58"E 67.11'; THENCE N45°16'23"E, 56.26'; THENCE N18°36'34"E, 275.19'; THENCE N60°17'01"E, 67.29'; THENCE N85°23'50"E, 49.85'; THENCE N27°30'24"E, 24.81'; THENCE N10°38'02", 1044.14'; THENCE N15°30'43"E 681.58' TO THE POINT OF BEGINNING, CONTAINING 32.35 ACRES;

AND

COMMENCING AT THE CENTER OF SECTION 22, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M.; THENCE S24°36'15"E, 3634.43' TO THE POINT OF BEGINNING; THENCE S07°45'30"W, 934.56'; THENCE N73°22'47"W, 1354.60'; THENCE N05°56'41"E, 88.64'; THENCE N62°16'52"E, 28.65'; THENCE N42°34'13"E, 309.51'; THENCE, S73°50'33'E, 730.30'; THENCE N16°58'21"E, 398.19'; THENCE N85°01'57"E, 363.92' TO THE POINT OF BEGINNING, CONTAINING 15.52 ACRES;

AND

COMMENCING AT THE CENTER OF SECTION 22, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M.; THENCE S01°32'08"E, 2229.98' TO THE POINT OF BEGINNING; THENCE N89°55'01"E, 184.46'; THENCE, S24°53'30"E, 100.15'; THENCE S25°03'07"W, 444.09'; THENCE N82°34'25"W, 40.20'; THENCE N00°09'05"E, 487.69' TO THE POINT OF BEGINNING, CONTAINING 1.66 ACRES.