

A CUSTOMIZED EXECUTION COPY WILL BE FORWARDED FOR EXECUTION.

1 **POWER SALES CONTRACT**
2 **REGARDING THE**
3 **AMP SOLAR PROJECT II**

4
5 **BETWEEN**
6 **AMERICAN MUNICIPAL POWER, INC.**

7 **AND**

8 **THE _____ OF _____,**

9
10 **Dated as of March 31, 2016**
11

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2 **POWER SALES CONTRACT**
3 **REGARDING THE**
4 **AMP SOLAR PROJECT II**
5 **BETWEEN**
6 **AMERICAN MUNICIPAL POWER, INC.**
7 **AND**

8 **THE _____ OF _____,**
9 _____

10
11 THIS Power Sales Contract (as used herein capitalized words have the meaning set forth
12 in Section 1 hereof), dated as of March 31, 2016, is made and entered into between American
13 Municipal Power, Inc. ("AMP") on the one hand, and its Members listed on the Schedule of
14 Participants attached hereto as Appendix A (the "Participants"), including the _____
15 of _____, _____ ("Participant").

16 **WITNESSETH:**

17 WHEREAS AMP is an Ohio nonprofit corporation, organized to own and operate
18 facilities, or to provide otherwise, for the generation, transmission or distribution of electric
19 Capacity and Energy as defined herein, or any combination thereof, and to furnish technical
20 services on a cooperative, nonprofit basis, for the mutual benefit of its Members, such Members,
21 including Participant, being, and to be, Political Subdivisions of their respective states that
22 operate Electric Systems in, as of the date hereof Delaware, Indiana, Kentucky, Ohio, Maryland,
23 Michigan, Pennsylvania, Virginia and West Virginia;

24 WHEREAS, Participant is a Political Subdivision of the _____ of
25 _____ which owns and operates its Electric System for the benefit of its customers,
26 or members, and is a Member of AMP;

27 WHEREAS, in order to satisfy the electric Capacity and Energy requirements of its
28 Electric System, Participant has heretofore purchased, or desires to do so in the future,
29 economical and reliable Capacity, Energy and Transmission Service from, or arranged by, AMP;

1 WHEREAS, Participant acting individually and, along with other Members which own and
2 operate electric utility systems, jointly, endeavors to arrange for reliable, reasonably priced
3 supplies of electric Capacity, Energy and Transmission Service for the ultimate benefit of its
4 customers or members;

5 WHEREAS, Participant has determined it requires additional, long-term sources of
6 reliable, environmentally sound and reasonably priced electric Capacity and Energy from solar
7 projects and has requested that AMP arrange for the same; and

8 WHEREAS, in furtherance of such purpose, AMP has negotiated and executed a Solar
9 Power Purchase Agreement, (AMP Contract No. 2016-002669-MAS) between AMP and an
10 affiliate of NextEra Energy Resources, DG AMP Solar, LLC, for the purchase of up to 80 MWs
11 (AC) or more of solar generated renewable electric Capacity and associated Energy (the
12 “NextEra PPA” as further defined herein) from solar photovoltaic systems (“Systems” as further
13 defined herein) to be located at the Sites listed on Appendix D, each of which shall be
14 interconnected with the electric utility system of an AMP Member (or in the case of Member
15 DEMEC, one or more of its members) (“Host Member”), a copy of which has been or will be
16 made available to the Participant;

17 WHEREAS, the NextEra PPA provides, among other things, significant opportunities for
18 the Participant to receive from AMP reliable, economic, solar generated renewable Capacity,
19 Energy and Environmental Attributes through this Power Sales Contract.

20 WHEREAS, the NextEra PPA contemplates that AMP will prepay a portion of AMP’s
21 obligations to purchase Energy to be delivered to the Delivery Points after a System achieves
22 Commercial Operation;

23 WHEREAS, AMP will finance the Prepayment and other Project related costs by the
24 issuance of Bonds on behalf of the Participants and anticipates that the Prepayment will allow
25 AMP to offer shares of the Capacity and related Energy and Environmental Attributes derived
26 from the Systems through the NextEra PPA at an economical price to Participants;

1 WHEREAS, AMP has offered to enter into this Contract so that AMP can obtain and sell
2 to Participants, and Participants will agree to take and pay for, a Project Share of the Products
3 acquired by AMP pursuant to the NextEra PPA including payments with respect to the Bonds;

4 **NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements
5 herein set forth, it is agreed by and between Participant and AMP as follows.

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SECTION 1. Definitions and Explanations of Terms

Capitalized terms defined in this Contract shall have the meaning ascribed to them herein. Except where the context otherwise requires, words impacting the singular number shall include the plural number and vice versa, and words impacting persons shall include firms, associations, public and private corporations, and any other legal entities. As used herein:

Additional Sites shall have the meaning set forth in Section 33.

AMP shall mean American Municipal Power, Inc.

AMP Solar Project II or Project shall mean (i) all the Products sold or made available to AMP from Sites and Systems developed and operated by NextEra under the NextEra PPA and any related rights and interests, Appendices A, C and D shall be amended to reflect any additions to or changes in the AMP Solar Project II, authorized or undertaken in accordance with Section 33 as well as other provisions of this Contract; and (ii) after the effective date of any Purchase Option, shall mean the Systems and all related permits, licenses, easements and other real and personal property rights and interests, together with all additions, improvements, renewals and replacements to said electric generating facilities necessary to keep the Systems in good operating condition or to prevent a loss of revenues therefrom or as required by any governmental agency having jurisdiction necessary for AMP to arrange for the beneficial use of the Products made available to the Participants through AMP under the NextEra PPA.

Appendix shall mean any of the attachments to this Contract, all of which are incorporated herein and made a part hereof as the same shall be modified, updated or replaced from time to time pursuant to the terms hereof.

Bonds shall mean revenue bonds, notes, bank loans, commercial paper or any other evidences of indebtedness, without regard to the term thereof, whether or not certificated, whether or not any issue thereof shall be subordinated as to payment to any other issue thereof, from time to time issued by AMP (including any legal successor thereto) to finance or refinance any cost, expense or liability paid or incurred or to be paid or incurred by AMP with respect to AMP Solar Project II, including Prepayment Bonds, Purchase Option Bonds, all or a portion of the costs incurred under the NextEra PPA not otherwise financed with the proceeds of

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1 Prepayment Bonds or Purchase Option Bonds, Development Costs, Interconnection Costs,
2 costs of issuance and any other Project related costs necessary or convenient to arrange for the
3 beneficial use of the Products by the Participants, including rate stabilization or otherwise paid
4 or incurred or to be paid or incurred by AMP in connection with the performance of its
5 obligations under the NextEra PPA, including the financing of any Purchase Option, or an
6 expansion of the Project to include storage so long as approved by a Super Majority of
7 Participants. Bonds shall also include any financial or commodity hedge or swap instrument
8 and the effect thereof, where the context is appropriate. For the avoidance of doubt, the term
9 Bonds shall include AMP's obligations, certificated or not, for money borrowed on a temporary
10 or interim basis pending the issuance of long-term Prepayment Bonds or Purchase Option
11 Bonds.

12 Business Day shall mean a day other than a Saturday, Sunday or national or state
13 holiday in any state in which a Party is domiciled.

14 Capacity shall mean the ability of the Systems to produce kWhs, MWhs, ancillary
15 services or other Capacity Attributes measured in kW or MW.

16 Capacity Attributes shall have the meaning set forth in the NextEra PPA.

17 Capacity and Attributes Payment has the meaning set forth in the NextEra PPA.

18 Capacity and Attributes Rate has the meaning set forth in the NextEra PPA.

19 Capacity Charge – see Demand Charge.

20 Capacity Credit – shall mean all Capacity credits or savings related to Capacity produced
21 or made available by the Project that are available with respect to the Project.

22 Commercial Operation shall have the meaning set forth in the NextEra PPA.

23 Contract or Power Sales Contract shall mean this Power Sales Contract together with all
24 Appendices, amendments and supplements hereto as permitted by the provisions hereof.

25 Delivery Point – see Points of Delivery.

1 Demand Charge or Capacity Charge shall mean the rate or charge per kW to Participants
2 principally designed to recover the Capacity Charge to AMP under the NextEra PPA in addition
3 to any payments respecting Bonds, other than related to any prepayment, items that comprise
4 Revenue Requirements as set forth in Section 5 hereof and the Rate Schedule and as are not
5 otherwise recovered by AMP but excluding the incremental fixed costs associated with the
6 Small Sites.

7 Development Costs shall mean a reasonable allocation of the development costs
8 incurred by AMP in furtherance of the investigation of various structures intended to provide
9 solar power to benefit the Members which have resulted in the NextEra PPA, including, without
10 limitation, the negotiation of AMP's obligations under the NextEra PPA, as more particularly
11 described in Appendix E.

12 Effective Date shall have the meaning set forth in Section 32.

13 Electric System shall mean each Participant's or in the case of DEMEC, a DEMEC
14 member's electric system, electric utility system.

15 Energy shall mean electric energy in kWh or MWh delivered by the Systems to the Points
16 of Delivery as specified in Appendix C.

17 Energy Charge shall mean the rate or charge per kWh to Participants, principally
18 designed to recover the principal and interest on the Prepayment Bonds and Capacity and
19 Attribute Rate of the Project under the NextEra PPA including any payments respecting those
20 items that comprise Revenue Requirements, as set forth in Section 5 hereof and in the Rate
21 Schedule, not otherwise recovered hereunder.

22 Environmental Attributes shall have the meaning set forth in the NextEra PPA.

23 FERC shall mean the Federal Energy Regulatory Commission and its successors.

24 Financial Transmission Rights or FTRs shall mean a financial instrument awarded to
25 bidders in the FTR auctions conducted by an RTO or other transmission operator that entitles
26 the holder to a stream of revenues or charges based on factors such as the hourly day ahead
27 congestion price differences across the path.

1 Fixed Demand Charge means the amounts included within the Demand Charge required
2 for payment by AMP for the scheduled principal of and premium, if any, and interest on any
3 Bonds.

4 Forecasted Need shall mean the quantity of new solar resources identified in the
5 optimized resource plan for each Participant in the August 2014 Leidos Long Term Power
6 Supply Plan or any updates thereto, which represents 55% capacity credit scaled up to 100%
7 for the forecasted need (i.e., a value of 1.1 MW results in a forecasted need of 2 MW), and
8 includes any new solar Capacity identified, regardless of the starting year or otherwise
9 determined as an appropriate need for solar resources.

10 Force Majeure means any event or circumstance which wholly or partly prevents or
11 delays the performance of any material obligation arising under this Agreement, other than the
12 obligation to pay amounts due, but only to the extent (1) such event is not within the reasonable
13 control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused
14 thereby, (2) the Party seeking to have its performance obligation(s) excused thereby has taken
15 all reasonable precautions and measures in order to prevent or avoid such event or mitigate the
16 effect of such event on such Party's ability to perform its obligations under this Agreement and
17 which by the exercise of due diligence such Party could not reasonably have been expected to
18 avoid and which by the exercise of due diligence it has been unable to overcome, and (3) such
19 event is not the direct or indirect result of the fault or negligence of the Party seeking to have its
20 performance obligations excused thereby.

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

23 (i) acts of God, flooding, lightning, landslide, earthquake, fire, drought,
24 explosion, epidemic, quarantine, storm, hurricane, tornado, volcano, other
25 natural disaster or unusual or extreme adverse weather-related events;

26 (ii) war (declared or undeclared), riot or similar civil disturbance, acts of the
27 public enemy (including acts of terrorism), sabotage, blockade, insurrection,
28 revolution, expropriation or confiscation; or

- 1 (iii) except as set forth in subpart (b)(vii) below, strikes, work stoppage or other
2 labor disputes (in which case the affected Party shall have no obligation to
3 settle the strike or labor dispute on terms it deems unreasonable);
- 4 (iv) environmental and other contamination at or affecting a Site;
- 5 (v) explosion, accident or epidemic, accidents of navigation or breakdown or
6 injury of vessels, accidents to harbors, docks, canals or other assistances to
7 or adjuncts of shipping or navigation, or quarantine;
- 8 (vi) nuclear emergency, radioactive contamination or ionizing radiation or the
9 release of any hazardous waste or materials;
- 10 (vii) air crash, shipwreck, train wrecks or other failures or delays of transportation;
- 11 (viii) vandalism beyond that which could be reasonably prevented by Seller;
- 12 (ix) the discovery of Native American burial grounds not evidenced in Seller's
13 Phase I environmental assessment of a Site;
- 14 (x) the discovery of endangered species, as defined by Applicable Law; and

15 (b) A Force Majeure Event shall not be based on:

- 16 (i) AMP's inability to economically use or resell the Products purchased
17 hereunder;
- 18 (ii) Seller's ability to sell the Products at a price greater than the price set forth in
19 this Agreement;
- 20 (iii) Seller's inability to obtain Governmental Approvals or other approvals of any
21 type for the construction, operation, or maintenance of the Systems;
- 22 (iv) Seller's inability to obtain sufficient labor, equipment, materials, or other
23 resources to build or operate the Systems, except to the extent Seller's
24 inability to obtain sufficient labor, equipment, materials, or other resources is

1 caused by a Force Majeure Event of the specific type described in any of
2 subsections (a)(i) through (a)(xi) above;

3 (v) Seller's failure to obtain financing or other funds, including funds authorized
4 by a state or the federal government or agencies thereof, to supplement the
5 payments made by AMP pursuant to this Agreement;

6 (vi) a strike, work stoppage or labor dispute limited only to any one or more of
7 Seller or Seller's Affiliates; or

8 (vii) reductions in generation due to lack of sunlight, ordinary wear and tear
9 including panel degradation, deferred maintenance or Seller negligence.

10 FTRs – see Financial Transmission Rights.

11 Host Member shall mean each Participant acting as an electric utility and not as a
12 governmental entity regarding such matters as zoning, building or other permits, police, fire,
13 streets and other public ways or like governmental functions which has a System connected to
14 such Participant's Electric System.

15 Host Site shall mean the Site of a Host Member.

16 Individual Site Prepayment Amount has the meaning set forth in the NextEra PPA.

17 Insolation shall mean the amount of kWhs per square meter falling on a particular
18 location, as published by the National Renewable Energy Laboratory.

19 Interconnection Costs shall mean costs of interconnection and interconnection facilities or
20 System from such System's Delivery Point to the Host Member's Electric System including any
21 operating and maintenance costs of such facilities, all to the extent incurred by AMP or the Host
22 Member.

23 kW shall mean kilowatt (AC).

24 kWh shall mean kilowatt hour (AC).

1 Locational Marginal Pricing (LMP) shall mean the hourly integrated market clearing
2 marginal price for Energy at the location the Energy is delivered or received.

3 Member shall mean any Political Subdivision that is a member of AMP.

4 MISO RTO shall mean the MidContinent Independent System Operator RTO or its
5 successor organization.

6 Month or Monthly shall mean or refer to a calendar month.

7 MW shall mean megawatt (AC).

8 MWh shall mean megawatt hour (AC).

9 NERC shall mean the North American Electric Reliability Corporation, its successors and
10 assigns, and includes related regional entities such as ReliabilityFirst Corporation and their
11 successors and assigns.

12 Net Congestion, Losses, FTR Charge shall include all costs and credits associated with
13 delivery of Capacity and Energy from the Delivery Point to the Participant's Secondary Point of
14 Delivery including, but not limited to, marginal losses, marginal congestion, FTR purchase costs
15 and, FTR congestion credits.

16 Network Integration Transmission Service or NITS shall mean the transmission service
17 that allows AMP to deliver Energy from the AMP Solar Project II to a Secondary Delivery Point.

18 NextEra PPA shall have the meaning set forth in the sixth (6th) Recital of the Contract.

19 O&M Expenses shall mean the ordinary and usual operating expenses of a Participant's
20 Electric System including purchased Capacity and Energy expense and all amounts payable by
21 Participant to or for the account of AMP under this Contract, including all other items included in
22 operating expenses under generally accepted accounting principles as adopted by the
23 Governmental Accounting Standards Board or other applicable authority; provided, however,
24 that if any amount payable by Participant under this Contract is prohibited by applicable law or
25 by a contract existing on the Effective Date hereof from being paid as an O&M Expense of

SECTION 1

1 Participant's Electric System, such amount shall be payable from any available funds of
2 Participant's Electric System and shall constitute an O&M Expense of Participant's Electric
3 System at such time as such law or contract shall permit the same or be terminated.

4 Participants shall mean each of those Member Political Subdivisions of the various states
5 and, if approved by the AMP Board of Trustees, other municipal electric systems or joint action
6 agencies comprised of Political Subdivisions that operate electric systems listed on the
7 Schedule of Participants attached to this Power Sales Contract as Appendix A, including the
8 Member named in the Parties clause of this Contract and shall include, as the context requires,
9 their officers, representatives and agents.

10 Participants Committee shall mean a committee of AMP's Board of Trustees consisting of
11 Participants, the members of which, in the aggregate, have not less than a majority of the
12 Project Shares, organized and operating in accordance with Appendix L.

13 Party with reference to this Contract shall mean AMP or Participant.

14 PJM RTO shall mean the PJM Regional Transmission Organization or its successor
15 organization.

16 Point(s) of Delivery or Delivery Point(s) shall mean the points as set forth in Appendix C
17 at which AMP shall be required to make available or deliver Capacity and Energy, at the Solar
18 Project Rate, to or for the benefit of Participants from the various Sites included in the Project
19 pursuant to this Contract.

20 Political Subdivision shall mean a city, village, town, municipality, borough, joint action
21 agency or other public entity that constitutes a political subdivision of a state, within the meaning
22 of Section 103 of the Internal Revenue Code of 1986, as amended and Treas. Reg. Section
23 1.103-1, and as the same may be modified or amended from time to time.

24 Power Cost Adjustment Factor shall adjust either or both of the Capacity Charge or the
25 Energy Charge upward or downward to reflect any and all out of period adjustments not covered
26 in the Capacity Charge, Energy Charge, Net Congestion, Losses, FTR Charge or the Capacity
27 Credit as set forth in Section 5 hereof and in the Rate Schedule, that are required to assure that

1 the total costs invoiced for Capacity and Energy delivered under this Contract are equal to the
2 expenses incurred in providing the Capacity and Energy.

3 Power Sales Contract or Contract shall mean this Power Sales Contract, together with all
4 Appendices, amendments and supplements hereto as permitted by the provisions hereof.

5 Prepayment Amount shall mean the total of the Individual Site Prepayment Amounts for
6 the Systems.

7 Prepayment Bonds means one or more series of Bonds issued by AMP to finance the
8 Prepayment Amount, Development Costs and Interconnection Costs.

9 Products has the meaning set forth in the NextEra PPA.

10 Project - see AMP Solar Project II.

11 Project Aggregate LMP shall mean the calculated hourly LMP value equal to the
12 production weighted average hourly LMP for all Sites.

13 Project Costs shall mean (i) all costs incurred by AMP in connection with the NextEra
14 PPA, including administering or enforcing the same, the Development Costs and
15 Interconnection Costs, without limitation, the costs of any necessary transmission facilities or
16 upgrades required to interconnect any of the Systems of AMP Solar Project II with a Host
17 Member or with the respective MISO RTO, PJM RTO or any other transmission provider and
18 make available or transmit Products to or on behalf of the Participants, Development Costs, or
19 costs otherwise paid or incurred or to be paid or incurred by or on behalf of the Participants or
20 AMP in connection with its performance of its obligations under this Contract, any Trust
21 Indenture or any Related Agreement, and (ii) only upon the exercise of the Purchase Option, all
22 costs associated to the exercise of the Purchase Option; and any taxes or payments in lieu of
23 taxes, initial inventories, working capital, spares and other acquisition related costs, related
24 environmental compliance costs, legal, engineering, accounting, advisory and other financing
25 costs relating thereto and the refurbishing, improving, repairing, replacement, retiring,
26 decommissioning or disposing of the Project.

SECTION 1

1 Project Share for any Participant expressed in kilowatts (kW) shall mean such
2 Participant's nominal entitlement to Products from the Project such that the sum of all Project
3 Shares (in kW) equals the total Project Capacity (in kW) as shown in Appendix A, subject to
4 adjustment as set forth herein. Project Share for any Participant expressed as a percentage
5 (%), rounded to the nearest one-hundredth of one percent, shall mean the result derived by
6 dividing such Participant's Project Share in kW by the total of all of the Participants' Project
7 Shares (including such Participant's Project Share) in kW, as shown in Appendix A, subject to
8 adjustment as set forth herein, such that the sum of all such Project Shares expressed as a
9 percentage (%) is at all times one hundred percent (100%). While the Participants' Project
10 Shares in kW may change on account of the rerating or availability of such Capacity, the
11 Participants' Project Shares expressed in percentage (%) will not change on account of any
12 rerating or availability.

13 Prudent Utility Practice shall mean any of the practices, methods and acts which, in the
14 exercise of reasonable judgment, in the light of the facts, including but not limited to the
15 practices, methods and acts engaged in or approved by a significant portion of the United States
16 electrical utility industry prior thereto, known at the time the decision was made, would have
17 been expected to accomplish the desired result at the lowest reasonable cost consistent with
18 reliability, safety and expedition. It is recognized that Prudent Utility Practice is not intended to
19 be limited to the optimum practice, method or act to the exclusion of all others, but rather it is a
20 spectrum of possible practices, methods or acts which could have been expected to accomplish
21 the desired result at the lowest reasonable cost consistent with reliability, safety and expedition.

22 Purchase Option shall have the meaning set forth the NextEra PPA.

23 Purchase Option Bonds means Bonds issued by AMP to finance the purchase all or a
24 portion of the Systems pursuant to the Purchase Option.

25 Qualified Operator shall have the meaning set forth in the NextEra PPA.

26 Rate Schedule shall mean the schedule of rates and charges attached hereto as
27 Appendix B, as the same may be revised from time to time in accordance with the provisions of
28 Section 5 hereof.

SECTION 1

1 Rate Stabilization Fund shall have the meaning set forth in a Trust Indenture or otherwise
2 established by the Participants Committee as a Project fund and refers to a special fund,
3 including any sub-funds, established by AMP to accumulate funds sufficient to provide an
4 immediately available source of funds to stabilize or levelize rates hereunder.

5 Related Agreements shall mean (i) the NextEra PPA, and (ii) any agreements for
6 Transmission Service for any of the Systems included in the Project to the appropriate
7 transmission or distribution system such as to a Participant, the MISO RTO or PJM RTO, or
8 other transmission owner, including, as set forth in Appendix F, any Interconnection Agreements
9 or agreements for Supplemental Transmission Service and any Additional Sites, any other
10 agreements for Transmission Service to enable AMP to meet its obligations to make available or
11 deliver electric Products to each Participant at its respective Secondary Points of Delivery or
12 otherwise pursuant to this Contract, any agreement entered into pursuant to Sections 33 or 36
13 hereof, all as the same may be amended from time to time.

14 Revenue Requirements shall have the meaning assigned to such term in Section 5(A).

15 RTO shall mean any one of the regional transmission organizations approved by the
16 FERC or its successors or assigns, the territory of which includes the transmission systems to
17 which a Point of Delivery is connected.

18 Secondary Points of Delivery shall mean, to the extent applicable and needed or
19 desirable during the term of this Contract, the receipt points to be set forth on Appendix C hereto
20 which will be either (i) a metered point of interconnection with the transmission or distribution
21 system of each respective Host Participant or (ii) any other metered point of interconnection
22 designated by such Participant for availability or ultimate delivery of Capacity and Energy from
23 the Points of Delivery to such Secondary Point of Delivery under the Contract; provided;
24 however, that the Secondary Point of Delivery may, with AMP's written approval (which approval
25 shall not be unreasonably withheld), be changed, in which event the Appendix C shall be
26 modified by AMP to reflect any such change.

27 Service Fee shall mean AMP's Service Fee B charge of up to one mill (\$0.001) per kWh
28 for all Energy delivered hereunder at the Points of Delivery under this Contract. As of January

SECTION 1

1, 2016, said charge is \$0.00058 per kWh. Said charge may be prospectively increased or decreased at the sole option of AMP's Board of Trustees at any time provided, however, that except as provided hereunder, such fee shall not exceed one mill (\$0.001) per kWh. Any such increases are limited, however, to an additional one-tenth of one mill (\$0.0001) per kWh for Energy delivered hereunder on and after January 1 of each year this Contract is in effect; provided, however, that (i) in the event AMP's Board of Trustees elects not to increase said charge in any such year, the charge may be increased in any following year by an additional one-tenth of one mill (\$0.0001) per kWh for each year said charge was not increased; and (ii) at the sole option of AMP's Board of Trustees, it may convert and replace said charge per kWh to a system of charges based upon Demand (in kW) and Energy (in kWh), provided, however, that any such Demand and Energy charges may not operate to cause any Participant to incur Service Fees in excess of what would have been allowable under the "per kWh" method utilizing the actual capacity factor of the Project. Service Fee B may be increased above \$0.001 per kWh with the approval of both the AMP Board of Trustees and the Participants Committee.

Site(s) shall have the meaning set forth in the NextEra PPA.

Small Site means a Site and System of 200 kW or less as defined in the NextEra PPA.

Small Site Adder means the price differential between Small Sites and other Systems that the Small Site Hosts must pay in order for the Small Sites to be included among those Systems subject to the NextEra PPA. The Small Site Adder shall be calculated, from time to time as appropriate, by comparing the fixed costs for all Sites, including Small Sites, to the fixed costs of the Systems at Solar Sites excluding the Small Sites. The differential between the fixed costs of the Systems excluding the Small Sites and that of the fixed costs including the Small Sites shall be used to calculate the adder that is applied to only the kW of the Small Sites to the Small Site Hosts.

Small Site Host shall mean a Host Member that hosts a Small Site.

Solar Project Rate or SPR means the total delivered cost to any Participant for Demand Charges, Energy Charges and any other charges or power cost adjustments at the Points of Delivery, as specified in the Rate Schedule.

1 SPR – see Solar Project Rate.

2 Step Up Power shall have the meaning set forth in Section 18(B).

3 Super Majority shall mean not less than seventy-five percent (75%) of the weighted vote,
4 based upon Project Shares of those present and voting for, respectively, (i) votes in all
5 Participants meetings and (ii) votes at Participants Committee meetings.

6 Supplemental Transmission Service shall mean any delivery service, including
7 congestion and other applicable RTO charges, under any agreements, tariffs and rate
8 schedules necessary or convenient to make available or transmit Capacity and Energy to or for
9 the benefit of any Participant hereunder for delivery from the Points of Delivery to a Secondary
10 Point of Delivery.

11 System shall have the meaning set forth in the NextEra PPA.

12 Tax Attributes shall have the meaning set forth in the NextEra PPA.

13 Tax Equity Investor shall have the meaning set forth in the NextEra PPA.

14 Tax Exempt Obligations shall have the meaning set forth in Section 34.

15 Termination Payments shall have the meaning set forth in the NextEra PPA.

16 Transmission Attributes shall have the meaning set forth in the NextEra PPA.

17 Transmission Service shall mean all transmission or delivery arrangements, together with
18 all related or ancillary services rights and facilities, to the extent the same are necessary or
19 prudent to provide for the availability or delivery, whether actual or contractual, of Capacity and
20 Energy hereunder to the Points of Delivery, including any congestion or other applicable RTO
21 charges.

22 Trust Indenture shall mean any one or more trust indentures, trust agreements, loan
23 agreements, resolutions or other similar instruments providing for the issuance and securing of
24 Bonds. A draft of the form of the initial Trust Indenture intended to secure Bonds issued for
25 permanent financing of the Project is set forth in Appendix G. The form may vary substantially if

1 the Bonds are sold in a private placement instead of a public offering or at variable rates instead
2 of fixed rates.

3 Utility Governing Body shall mean, as to any Participant, the governing body of the
4 Participant identified in paragraph 3 of the legal opinion, in substantially in the form of Appendix
5 H hereto, furnished to AMP by such Participant pursuant to Section 23 hereof upon its execution
6 and delivery of this Contract.

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1 **SECTION 2. Representations.**

2 (A) Unless otherwise noticed in writing to Participant prior to the Effective Date, AMP
3 represents that, as of the Effective Date:

4 (i) AMP is a nonprofit corporation duly created and validly existing pursuant to
5 the Constitution and statutes of the State of Ohio, and the Board of Trustees of AMP is
6 responsible for the management of its affairs.

7 (ii) AMP has full legal right and authority to enter into this Power Sales
8 Contract, to carry out its obligations hereunder and to sell the Products as provided
9 herein.

10 (iii) AMP's Board of Trustees duly approved this Power Sales Contract and
11 authorized the execution and delivery hereof, on behalf of AMP, by action duly and
12 lawfully adopted at a meeting duly called and held at which a quorum was present and
13 acting throughout.

14 (iv) This Power Sales Contract has been executed and delivered by the
15 appropriate officers of AMP, and, assuming Participant has all the requisite power and
16 authority to execute and deliver and has duly authorized, executed and delivered this
17 Contract, as between AMP and Participant, constitutes a legal, valid and binding
18 obligation of AMP enforceable in accordance with its terms, except to the extent
19 enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or
20 other similar laws affecting creditors' rights generally and by equitable principles.

21 (v) The execution and delivery by AMP of this Power Sales Contract and the
22 performance by AMP of its obligations hereunder do not and will not contravene any law
23 in existence on the date of execution and delivery of this Contract or any order,
24 injunction, judgment, decree, rule or regulation in existence on the date of execution and
25 delivery of this Contract of any court or administrative agency having jurisdiction over
26 AMP or its property or result in a breach or violation of any of the terms and provisions of,
27 or constitute a default under, any bond ordinance, trust agreement, indenture, mortgage,

1 deed of trust or other agreement in existence on the date of execution and delivery of this
2 Contract to which AMP is a party or by which it or its property is bound.

3 (vi) All approvals, consents or authorizations of, or registrations or filings with,
4 any governmental or public agency, authority or person required on the part of AMP in
5 connection with the execution, delivery and performance of this Contract have been
6 obtained or made, other than such approvals, consents, authorizations, registrations, or
7 filings not yet required to have been obtained or submitted.

8 (vii) Except as set forth in Appendix K, there is no litigation or other proceedings
9 pending or, to the knowledge of AMP, threatened against AMP in any court, regulatory
10 agency or other tribunal of competent jurisdiction (either State or Federal) questioning the
11 creation, organization or existence of AMP or the validity, legality or enforceability of this
12 Contract or the authority of AMP or, to AMP's knowledge, Participant to perform as
13 contemplated by the terms of this Contract, other than any proceeding brought by or on
14 behalf of AMP or Participant to validate this Power Sales Contract or any Bonds issued
15 under a Trust Indenture.

16 (viii) The facts, descriptions and other information regarding this Contract, AMP
17 Solar Project II, the NextEra PPA and Product supply matters provided by AMP have
18 been prepared by or on behalf of AMP, in good faith and based on the facts known to
19 AMP, or communicated to AMP by NextEra, and AMP has no knowledge or reason to
20 believe there exists any information that has been withheld from Participant or AMP's
21 consulting engineer that would cause such information to be materially misleading.

22 (B) Unless otherwise noticed in writing to AMP prior to the Effective Date, Participant
23 represents to AMP that, as of the Effective Date:

24 (i) The Participant is a Political Subdivision duly created and validly existing
25 pursuant to the Constitution and laws of its domicile State or Commonwealth, and is a
26 Member of AMP;

1 (ii) Participant has full legal right and authority to enter into this Contract, to
2 carry out its obligations hereunder and to furnish the electric Capacity and Energy to its
3 customers made available by AMP hereunder on a take and pay basis;

4 (iii) The governing body that has the requisite authority to authorize an
5 appropriate officer of Participant to execute and deliver this Contract in the name of, and
6 on behalf of, Participant is the Utility Governing Body. The Utility Governing Body duly
7 approved this Contract and its execution and delivery on behalf of Participant by
8 legislative action duly and lawfully adopted at a meeting or meetings duly called and held
9 pursuant to any necessary public notice at which any necessary quorums were present
10 and acting throughout in compliance with any applicable open meetings requirements;

11 (iv) This Contract has been duly executed and delivered by the appropriate
12 officers of Participant so authorized or directed pursuant to legislative action of its Utility
13 Governing Body, and, assuming that AMP has all the requisite power and authority to
14 execute and deliver and has duly authorized, executed and delivered this Contract, this
15 Contract, as between AMP and Participant, constitutes a legal, valid and binding
16 obligation of Participant enforceable in accordance with its terms, except to the extent
17 enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or
18 other similar laws affecting creditors' rights generally and by equitable principles;

19 (v) The execution and delivery of this Contract by Participant and the
20 performance by Participant of its obligations hereunder do not and will not contravene
21 any law in existence on the date of execution and delivery of this Contract or any order,
22 injunction, judgment, decree, rule or regulation in existence on the date of execution and
23 delivery of this Contract of any court or administrative agency having jurisdiction over the
24 Participant or its property or result in a breach or violation of any of the terms and
25 provisions of, or constitute a default under, any bond ordinance, trust agreement,
26 indenture, mortgage, deed of trust or other agreement in existence on the date of
27 execution and delivery of this Contract to which Participant is a party or by which it or its
28 property is bound;

1 (vi) All approvals, consents or authorizations of, or registrations or filings with,
2 any governmental or public agency, authority or person required on the part of Participant
3 in connection with the execution, delivery and performance of this Contract have been
4 obtained or made;

5 (vii) Except as disclosed in writing to AMP prior to the execution and delivery of
6 this Contract and described in Appendix K, Participant has the power and authority to
7 establish, collect and revise the rates charged to the customers of its Electric System in
8 accordance with this Contract and such rates are not subject to regulation by any
9 regulatory authority of its domicile state or the United States of America;

10 (viii) Except as disclosed in writing to AMP prior to the execution and delivery of
11 this Contract and described in Appendix K, the obligations of Participant to make
12 payments to AMP pursuant to this Contract are payable as O&M Expenses of
13 Participant's Electric System and, neither Participant nor its Electric System has
14 outstanding any bonds, notes or other evidences of indebtedness payable from any
15 revenues of its Electric System prior to or on a parity with its obligations to make
16 payments to AMP under this Contract;

17 (ix) Except for pending or threatened litigation, if any, disclosed in writing to
18 AMP prior to the execution and delivery of this Contract by Participant and set forth in
19 Appendix K, there is no litigation or other proceedings pending or, to the best knowledge
20 of Participant, threatened against Participant in any court, regulatory agency or other
21 tribunal of competent jurisdiction (either local, State or Federal) questioning the creation,
22 organization or existence of Participant or its Electric System or the title to any property
23 material to the operation of its Electric System or, if the Participant in a Host Member, any
24 Host Site owned or leased by Participant, or the validity, legality or enforceability of this
25 Contract other than any proceeding brought by or on behalf of AMP or any of Participant
26 to validate this Power Sales Contract or any Bonds issued under a Trust Indenture;

27 (x) Prior to the execution and delivery of this Contract by Participant, AMP has
28 afforded the duly authorized representatives of Participant the opportunity to ask such
29 questions, review such data and reports, conduct such inspections and otherwise

1 perform such investigations with respect to planning and proposed engineering,
2 acquisition, construction and operation of the Project and the terms and conditions of this
3 Contract, as Participant deems necessary or appropriate in connection with its entering
4 into this Contract;

5 (xi) [Reserved]

6 (xii) Participant agrees, in consideration of the Prepayment of AMP's obligations
7 under the NextEra PPA and the economic benefit created thereby, that this Contract may
8 not be terminated by the Participant while any Prepayment Bonds remain outstanding
9 Participant acknowledges that it is its agreement that this Contract cannot be terminated
10 by Participant that enables AMP to settle any mark-to-market obligations to DG AMP
11 Solar, LLC or its successor under the NextEra PPA without passing the entire cost of
12 such mark-to-market obligations to the Participants;

13 (xiii) The amounts, if any, received by AMP from NextEra or its successor or owing
14 by AMP to a replacement Qualified Operator and resulting from a failure to deliver or
15 default, or declaration of Force Majeure, DG AMP Solar LLC shall be retained by AMP or
16 paid solely from funds received or generated by the assignment or pledge of amounts
17 receivable by AMP under this Contract;

18 (xiv) After consideration of the potential risks and benefits of the Project and this
19 Contract, Participant has determined it is reasonable and in its best interests to enter into
20 this Contract for the purpose of purchasing from AMP pursuant to this Contract on a take
21 and pay basis the Products available under the NextEra PPA and to pay AMP at the
22 rates determined in accordance with this Contract and sufficient to enable AMP to
23 recover all of its Revenue Requirements with respect to this Contract and the NextEra
24 PPA undertaken by AMP to enable it to meet its obligations hereunder;

25 (xv) By the execution and delivery of this Contract, Participant authorizes,
26 empowers and directs AMP to perform such undertakings for the benefit of Participant as
27 are specified in this Contract, subject to such limitations and standards as are set forth
28 herein.

1 **SECTION 3. Sale and Purchase.**

2 (A) AMP has negotiated and executed the favorable NextEra PPA on behalf of the
3 Participants, and will thereunder procure as a purchaser, pursuant to (and its obligations
4 hereunder are specifically dependent upon) the NextEra PPA, all Products associated with up to
5 80 MW of Capacity, or more to the extent approved by the Participants, and associated Energy
6 and other Products for the benefit of the Participants. AMP hereby agrees to sell to each
7 Participant, and each Participant agrees to buy from AMP, their Project Share of the Products
8 subject to increase or reduction as provided in Section 37. AMP's obligations to furnish
9 Products hereunder shall be principally those set forth in Section 4, in addition to those set out
10 in other provisions of this Contract. Each Participant's obligations to take and pay for such
11 Products where and as available pursuant to the NextEra PPA shall be principally those set
12 forth in Section 5 and the Rate Schedule (Appendix B), in addition to those set out in other
13 provisions of this Contract.

14 (B) Subject to the payment obligations of each Participant set forth in Section 5(l),
15 AMP is authorized and requested on behalf of the Participants to finance, through the issuance
16 of the Prepayment Bonds, all or a portion of the Prepayment, Development Costs, and other
17 amounts in respect of AMP's Revenue Requirements.

18 (C) In accordance with the NextEra PPA and upon approval of a Super Majority of the
19 Participants, AMP may exercise the Purchase Option and issue any Purchase Option Bonds
20 necessary to exercise such Purchase Option.

21 (D) If at any time any Participant has Products in excess of its needs, it may request
22 that AMP sell and deliver any or all excess Products available hereunder, and AMP shall use
23 commercially reasonable efforts in consultation with such Participant to attempt to sell such
24 surplus Products at not less than a minimum price approved by such Participant, to any other
25 entity on such terms and for such period as AMP deems appropriate and as AMP deems not
26 adverse to the tax or regulatory status or other interests of AMP, the Participants or any Bonds.
27 All net proceeds (proceeds received less any expenses incurred in connection with the sale)
28 received by AMP from any such sales shall be credited against the Revenue Requirements
29 allocable to such Participant on its next invoice rendered pursuant to Section 5 hereof, provided

- 1 that nothing contained herein shall relieve such Participant from any obligation hereunder,
- 2 unless and to the extent AMP shall receive net proceeds from such sales.

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1 **SECTION 4. AMP Undertakings.**

2 (A) Participant recognizes that AMP's ability to supply the Products under this
3 Contract is dependent upon AMP's ability to arrange for and receive the same pursuant to the
4 NextEra PPA. Additionally, Participant recognizes that AMP entered into the NextEra PPA for
5 the benefit of each respective Participant and that AMP, pursuant to the NextEra PPA, has
6 certain rights as well as certain obligations. Accordingly, Participant agrees to cooperate with
7 AMP in such a manner as to facilitate AMP's performance of its obligations thereunder and
8 releases AMP from liability due to NextEra's failure to perform or AMP's inability to secure and
9 deliver replacement power in the event of a failure to deliver or default by NextEra under the
10 NextEra PPA, except to the extent AMP recovers from NextEra or a third party for such failure.
11 In the case of default or termination, AMP shall promptly exercise its rights under the NextEra
12 PPA, or otherwise under the law, for the benefit of the Participants including but not limited to
13 with securing a replacement Qualified Operator for DG AMP Solar, LLC or exercising its lien
14 rights on the Systems.

15 (B) AMP, in good faith and in accordance with the provisions of this Contract and
16 Prudent Utility Practice:

17 (i) shall undertake, or cause to be undertaken, the planning, including
18 negotiation of the NextEra PPA and related investigations into the provisions of solar projects for
19 the Participants, the financing of costs of the same (including financing costs, legal, engineering,
20 accounting and financial advisory fees and expenses and the Development Costs) and to
21 facilitate the receipt of all Federal, state and local permits, licenses and other rights and
22 regulatory approvals as are necessary or convenient to accomplish its obligation hereunder and
23 under the NextEra PPA; and

24 (ii) shall utilize, to the extent available and in the best interests of the
25 Participants, the NextEra PPA to fulfill its obligations to make available or deliver Products to or
26 on behalf of each Participant at Points of Delivery and any respective Secondary Points of
27 Delivery that may be required in the future hereunder; and

28 (iii) shall inform the Participants Committee on a regular basis, not less often
29 than annually, of its actions, plans and efforts undertaken in furtherance of clauses (i) and (ii), of

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1 this subsection (B) and subsections (D) and (E) of this Section 4 as well as its other activities
2 under this Contract, for the Project for the Contract Year prior to their adoption and shall receive
3 and give due consideration to any recommendations of the Participants Committee regarding
4 the same; and

5 (iv) shall, prior to the issuance of any Bonds, submit to the Participants
6 Committee for approval, the plan of finance relating to the issuance of the Prepayment Bonds
7 and, if the Purchase Option is approved and is to be exercised, the Purchase Option Bonds,
8 along with any proposed material changes to such general plan as the same may be proposed
9 from time to time.

10 (C) In the event that, notwithstanding its efforts undertaken in accordance with
11 subsection (B) of this Section 4, AMP is unable to supply all of the Products contracted for by
12 any Participant hereunder, AMP shall not, absent willful, wanton or reckless conduct, be liable to
13 such Participant for damages resulting from such interruption or diminution of service.

14 (D) If, after the exercise of the Purchase Option, the Project is capable of supplying
15 surplus Products, surplus transmission capacity or other surplus services that AMP believes
16 may be salable to another entity in light of prevailing market conditions and the characteristics of
17 any such surplus, or which due to prevailing market conditions make it desirable and in the best
18 interests of AMP, the holders of the Bonds or the Participants to sell all or any portion of the
19 Products associated with the Project, AMP shall use commercially reasonable efforts to attempt
20 to sell such surplus at not less than a minimum price approved by each Participant which may
21 have such excess on such terms and for such period as AMP deems appropriate and as AMP
22 deems not adverse to the tax or regulatory status or other interests of AMP, the Participants or
23 any Bonds. All net proceeds received from AMP from surplus sales pursuant to this subsection
24 (D) shall be utilized by AMP to reduce the Revenue Requirements that otherwise must be paid
25 by such Participant and thereby offset rates and charges hereunder. Any such sales for periods
26 of one year or greater shall be subject to approval by the Participants.

27 (E) All Capacity sold or made available hereunder shall include an appropriate credit
28 for a Project Share of all associated installed Capacity savings or credits.

1 (F) All Transmission Attributes realized through the execution and delivery of the
2 NextEra PPA shall be made available to the Participants in proportion to their respective Project
3 Shares by appropriate credits or other adjustments to invoices hereunder.

4 (G) AMP covenants that it shall, prior to entering into any such agreements and in
5 consultation with the Participants, adopt, maintain and revise from time to time a written policy
6 respecting any variable rate indebtedness and hedge or swap agreements entered into
7 hereunder, including the circumstances and terms under which any such agreements may be
8 terminated.

9 (H) AMP shall update the Appendices hereto as appropriate hereunder and provide
10 copies of the same to the Participants.

11 (I) AMP and the Participants recognize that there are Environmental Attributes
12 associated with the Project under the NextEra PPA to be sold to AMP as Products, amounting
13 to fifty percent (50%) of the Environmental Attributes produced. To the extent that AMP
14 receives such Environmental Attributes under the NextEra PPA, each Participant shall be
15 entitled to all of the benefits associated with its Project Share of all such Environmental
16 Attributes. AMP will certify the quantity of Environmental Attributes on the Participants' behalf,
17 as required, through the appropriate market or regulatory construct. Subject to the provisions of
18 any Trust Indenture or Related Agreement, at each Participant's option, AMP shall either (i)
19 transfer to such Participant its Project Share (rounded to the nearest MWh) of all Environmental
20 Attributes, or (ii) provide a payment or credit representing such Participant's Project Share of all
21 net proceeds from the sale of Project generated Environmental Attributes.

1 **SECTION 5. Rates and Charges; Method of Payment.**

2 (A) After consultation with the Participants, the Board of Trustees shall establish,
3 maintain and adjust rates or charges, or any combination thereof, as set forth in the Rate
4 Schedule, for the Products made available under this Contract that result in Solar Project Rates
5 and other rates and charges hereunder, adjusted as set forth herein, at levels that will provide
6 revenue to or for the account of AMP sufficient, but only sufficient, to meet the “Revenue
7 Requirements” of AMP, which Revenue Requirements shall consist of the sum of the following
8 without duplication:

9 (i) all costs incurred by AMP under the NextEra PPA;

10 (ii) all, or to the extent appropriate an allocable portion of all, costs incurred by
11 AMP under the Related Agreements, including, without limitation, the cost of any required
12 Transmission Service to make available or deliver Capacity and Energy under this
13 Contract to the Points of Delivery as well as any costs incurred pursuant to Section 18(E);

14 (iii) all of AMP’s Project Costs incurred in addition to the NextEra PPA and not
15 otherwise recovered by AMP, including but not limited to: an appropriate allocation of
16 AMP’s energy control center, metering and other common costs of AMP reasonably
17 allocable to the Project and not otherwise recovered by the Service Fee or other fees or
18 charges that AMP charges pursuant to other agreements, the cost to AMP of taxes,
19 payments in lieu of taxes, all permits, licenses and related fees, related to the Project and
20 not recovered through charges under the NextEra PPA or this Contract, the cost AMP
21 incurs of insurance and damage claims to the extent associated with the Project, pollution
22 control or emissions costs, fees and allowances, legal, engineering, accounting and
23 financial advisory fees and expenses;

24 (iv) costs of any Purchase Option authorized by a Super Majority of Participants
25 and not otherwise paid for with the issuance of [Purchase Option](#) Bonds and thereafter
26 decommissioning and disposal of properties constituting the Project, including reserves
27 therefor;

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1 (v) to the extent incurred hereunder, the cost to establish and maintain, or to
2 obtain the agreement of third parties to provide to the extent not included in Project
3 Costs, an allowance for working capital and reasonable reserves for other contingencies
4 deemed necessary by the Board of Trustees in order to carry out its obligations under
5 this Contract and, after the exercise of any Purchase Option, the cost to AMP of renewals
6 and replacements of the Project to the extent not paid for out of working capital or
7 reserves;

8 (vi) to the extent required and applicable the cost of compliance with all
9 applicable FERC, RTO, local transmission owner or NERC requirements, to the extent
10 incurred by AMP in connection with the performance of its obligations under this Contract
11 or in attempting to comply with laws or regulations requiring the same to the extent such
12 laws or regulations are applicable after the Delivery Point under the NextEra PPA;

13 (vii) the Service Fees not otherwise charged by AMP pursuant to other
14 agreements;

15 (viii) the costs of any Supplemental Transmission Services furnished or procured
16 and paid by AMP for any Participant as set forth in the Rate Schedule, such costs to be
17 reimbursed to AMP by such Participant and not through the SPR as provided in
18 subsection (C) of this Section 5, plus for Small Sites, the Small Site Adder as also set
19 forth in subsection (c);

20 (ix) payments of principal of and premium, if any, and interest on all, or an
21 appropriate allocable portion of, all Bonds, payments which AMP is required to make into
22 any fund or account during any period to be set aside for the payment of such principal,
23 premium or interest when due from time to time under the terms of any Trust Indenture
24 (whether, in the case of principal of any Bond, upon the stated maturity or upon prior
25 redemption, including any mandatory sinking fund redemption, under such Trust
26 Indenture), and payments which AMP is required to make into any fund or account to
27 establish or maintain a reserve for the payment of such principal, premium or interest
28 under the terms of any Trust Indenture, provided, however, that the amounts required to
29 be included in Revenue Requirements pursuant to this clause (x) shall not include

1 payments in respect of the principal of any Bonds payable solely as a result of
2 acceleration of maturity of such Bonds and not otherwise scheduled to mature or to be
3 redeemed by application of mandatory sinking fund payments; provided further, however,
4 that the amounts required to be included in Revenue Requirements pursuant to this
5 clause (x) may include payments in respect of a termination of a hedge or swap
6 agreement;

7 (x) all, or an appropriate allocable portion of all amounts required under any
8 Trust Indenture to be paid or deposited into any fund or account established by such
9 Trust Indenture (other than funds and accounts referred to in clause (x) above), including
10 any amounts required to be paid or deposited by reason of the transfer of moneys from
11 such funds or accounts to the funds or accounts referred to in clause (x) above;

12 (xi) all, or an appropriate allocable portion of all cost to establish and maintain
13 additional reserves, or to obtain the agreement of third parties to provide, for
14 contingencies including (a) reserves against losses established in connection with any
15 program of self-insurance, (b) the making up of any deficiencies in any funds or accounts
16 as may be required by the terms of any Trust Indenture, and (c) contributions to any Rate
17 Stabilization Fund, subject, to the extent not otherwise required to be paid as a part of
18 Revenue Requirements or required by any Trust Indenture, to approval by the
19 Participants Committee;

20 (xii) all, or an appropriate allocable portion of all amounts required to be paid by
21 AMP to procure, or to perform its obligations under, any liquidity or credit support
22 obligation (to the extent not included in clause (x) above), interest rate swap or hedging
23 instrument (including, in each case, any amounts due in connection with the termination
24 thereof to the extent not included in clause (x) above) associated with any Bonds or
25 amounts payable with respect thereto;

26 (xiii) all, or an appropriate allocable portion of all additional amounts, if any,
27 which must be realized by AMP in order to meet the requirements of any rate covenant
28 with respect to coverage of debt service on Bonds under the terms of any Trust

1 Indenture, and such additional amounts as may be deemed by AMP desirable to facilitate
2 marketing Bonds on favorable terms; and,

3 (xiv) any cost and expenditures approved by the Participants Committee for
4 investigating, planning, and having NextEra or AMP develop any potential or actual
5 Additional Sites that are being considered for inclusion pursuant to Section 33 hereof as
6 well as any potential battery or other storage additions to any Systems as approved by
7 the Participants;

8 less amounts available as a result of: (1) any appropriate refunds, rebates, miscellaneous
9 revenues or other distributions relating to the Project; and, (2) any sales or other
10 arrangements referred to in subsections (D) and (E) of Section 4 hereof (after payment of
11 all associated costs and expenses incurred by AMP in connection therewith) and less any
12 Bond proceeds or related investment income applied by AMP in the exercise of its
13 discretion to pay any costs referred to in clauses (i) through (xiii) above, provided,
14 however that in the event that any Trust Indenture requires another application of such
15 funds or AMP determines that any of such amounts of proceeds or income must be
16 applied in accordance with the provisions of clause (i) of subsection (J) of this Section 5,
17 then and to such extent such other application shall be required, such funds shall be so
18 applied.

19 (B) The Revenue Requirements of AMP in respect of any Month shall be computed as
20 provided in this Section 5 and shall be paid through rates and charges as set forth in the Rate
21 Schedule. In determining the rates and charges hereunder, estimated amounts may be utilized
22 until actual data becomes available, at which time any adjustments necessary to true-up the
23 estimates to actual shall be made.

24 (C) The rates and charges under this Contract, as set forth on the Rate Schedule,
25 shall be a uniform SPR to the Points of Delivery, provided that (i) each Participant shall be
26 responsible for the cost of Supplemental Transmission Service or other services related to
27 delivery to a Secondary Point and, if not paid to a third party transmission entity, each
28 Participant shall be charged an additional amount equal to the additional cost to AMP, if any, of
29 delivery to such Secondary Point of Delivery, including any state and local taxes incurred as a

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1 result of such delivery or sale, as set forth on the Rate Schedule, and (ii) amounts, if any,
2 respecting reactive power requirements or power factor standards as set forth in Section 10
3 hereof shall be charged an additional amount equal to such cost; and, (iii) Small Site Hosts shall
4 be charged the Small Site Adder.

5 (D) An estimated initial Rate Schedule is attached as Appendix B hereto. After
6 consultation with the Participants Committee, the Board of Trustees will determine and establish
7 the initial Rate Schedule to be effective, except as provided in subsection (C) of Section 3, on or
8 about the Commercial Operation Date of the first System to achieve Commercial Operation to
9 meet AMP's Revenue Requirements. At such intervals as the Board of Trustees shall
10 determine appropriate, but in any event not less frequently than each Contract Year, the
11 Participants Committee and the Board of Trustees shall review and, if necessary, the Board of
12 Trustees shall revise prospectively the Rate Schedule to ensure that the rates and charges
13 under this Contract continue to cover AMP's estimate of all of the Revenue Requirements and to
14 recognize, to the extent not inconsistent with this Contract, other factors and changes in service
15 conditions as it determines appropriate. AMP shall transmit to each Participant a notice of such
16 revised rates schedule, setting forth the effective date thereof, for delivery not less than thirty
17 (30) days prior to such effective date. Each Participant agrees that the revised Rate Schedule,
18 as determined from time to time by the Board of Trustees in accordance with this Section 5,
19 shall be deemed to be substituted for the Rate Schedule previously in effect and agrees to pay
20 for Products and related Transmission Service made available by AMP to it hereunder after the
21 effective date of any revision of the Rate Schedule in accordance with such revised Rate
22 Schedule.

23 Unless otherwise determined by the Board of Trustees, the Rate Schedule shall be
24 structured so as to consist of: (i) Demand or Capacity Charges (which may include charges per
25 MWh or kWh as well as a charge per MW or kW), principally designed to recover fixed costs,
26 including those described in clauses (iii), (x) through (xv) of the definition of Revenue
27 Requirements in subsection (A) of this Section 5 associated with providing Products hereunder;
28 (ii) an Energy Charge, principally designed to recover variable costs under the NextEra PPA
29 including the Capacity and Attributes Payments, as well as any other variable costs associated
30 with AMP's obligations thereunder and hereunder; (iii) to the extent physical or contracted power

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1 flows from a Delivery Point to a secondary Point of Delivery, a Net Congestion, Losses, FTR
2 Charge, designed to recover all costs and provide all credits associated with delivery of
3 Capacity and Energy from the Delivery Point to the Secondary Points of Delivery, including, but
4 not limited to, marginal losses, marginal congestion, FTR purchase costs and FTR congestion
5 credits; (iv) a Capacity Credit that includes all credits or avoided costs associated with each
6 Participants Project Share of Capacity Attributes made available under this Contract including,
7 but not limited to, the net of RTO auction credits, capacity auction charges, demand response
8 credits and demand response penalties; (v) a Transmission Credit that includes all transmission
9 related credits associated with Products made available under this Contract including, but not
10 limited to NITS credits; (vi) an Environmental Attribute Credit if applicable; (vii) a Power Cost
11 Adjustment Charge designed to adjust either or both the Demand Charge or the Energy Charge
12 upward or downward to reflect any and all out of period adjustments not covered in the above
13 that are required to assure that the total costs invoiced for Products delivered under this
14 Contract are equal to the expenses incurred in providing those Products; (viii) the Service Fee;
15 (ix) a late payment charge as set forth in this Section 5; and (x) the Small Site Adder. The
16 determination of the Power Cost Adjustment Charge each Month shall be made according to
17 methodology determined by AMP and the Participants Committee and approved by the Board of
18 Trustees, and no specific action by the Participants or Board of Trustees to approve the Power
19 Cost Adjustment Charge so determined each Month shall be required.

20 (E) Unless some other time period is otherwise approved by the Board of Trustees
21 and the Participants Committee, in each Month after the establishment of the Rate Schedule,
22 AMP shall render a Monthly invoice (a sample of which is included in Appendix B-3) showing the
23 amount payable under this Contract with respect to Capacity and Energy, Transmission Service,
24 including any Supplemental Transmission Service or other charges, the Small Site Adder,
25 credits, adjustments or true-ups, with respect to the immediately preceding Month. Each
26 Participant shall pay such amounts to AMP at its principal office, or to such other person at such
27 other address as shall be designated by AMP by written notice to each Participant, at such time
28 and in such manner as shall provide to AMP (or such other person so designated by AMP)
29 funds available for use by AMP (or its designee, including a trustee under any Trust Indenture)
30 on the first banking day not less than the fifteenth (15th) day after the date of the issuance of the
31 Monthly invoice.

1 (F) If a Participant does not make a required payment in full in funds available for use
2 by AMP (or its designee) on or before the close of business on the due date thereof, a delayed-
3 payment charge on the unpaid amount due for each day over-due will be imposed at a rate per
4 annum equal to the lesser of (i) the maximum rate permitted by law, and (ii) two percent (2%)
5 per annum above the rate available to AMP through its short-term credit facilities as the same
6 may be adjusted from time to time, together with any damages or losses incurred by AMP, or
7 through AMP, as a result of such failure to make timely payment which is not compensated by
8 such delayed-payment charge.

9 (G) In the event of any dispute as to any portion of any invoice, such Participant shall
10 nevertheless pay the full amount of the disputed charges when due and shall give written notice
11 of the dispute to AMP not later than one hundred eighty (180) days from the date such payment
12 is due; provided, however, that AMP shall not be required to refund any disputed amounts
13 relating to third-party charges if such notice, although timely hereunder, does not afford AMP a
14 reasonable opportunity to pursue a claim against such third-party due to the requirements of a
15 Related Agreement, Supplemental Transmission Agreement, RTO or other Transmission
16 Service provider dispute resolution procedures. Such notice shall identify the disputed invoice,
17 state the amount in dispute and set forth a full statement of the grounds on which such dispute
18 is based. No adjustment need be considered or made for disputed charges unless such notice
19 is given. AMP shall consider such dispute and shall advise the Participant with regard to its
20 position relative thereto within sixty (60) days following receipt of such written notice. Upon final
21 determination (whether by agreement, arbitration, adjudication or otherwise) of the correct
22 amount, any difference between such correct amount and such full amount, together with
23 interest (from the date of the disputed payment to the due date of the invoice next submitted to
24 the Participant after such determination) at the rate which would apply under this Contract to
25 overdue payments pursuant to subsection (F) of this Section 5, shall be subtracted by AMP from
26 the invoice next submitted after such determination (and paid by AMP to the Participant in funds
27 available for use by the Participant on the due date of such next invoice if, but only to the extent
28 by which, the amount so due exceeds the amount of the next invoice). For purposes of this
29 subsection (G), the date of payment shall mean the date on which funds in the amount so paid
30 first become available for use by AMP (or its designee). Billing disputes and any subsequent
31 adjustments hereunder shall be limited to the one (1) year period prior to the date timely notice

SECTION 5

1 was given as required by this subsection (G); provided, however, that to the extent AMP may
2 reasonably pursue a third-party on account of such dispute for a period longer than such one (1)
3 year period, AMP shall do so and adjustments may, to such extent, relate to such longer period.

4 (H) In the event that at any time AMP shall determine that it has rendered an invoice
5 containing a billing error, AMP shall promptly furnish a revised invoice, clearly marked as such,
6 with the error corrected. If the revised invoice indicates an undercharge, the difference between
7 the amount paid and the correct amount, together with interest (from the date of payment of the
8 incorrect amount to the due date of the invoice next submitted after AMP has furnished the
9 revised invoice) at the rate which would apply under this Contract to overdue payments
10 pursuant to subsection (F) of this Section 5, less two percent (2%), shall be paid to AMP (or
11 such other person designated by AMP pursuant to subsection (E) of this Section 5) at such time
12 and in such manner as shall provide to AMP (or such other person so designated) funds
13 available for use by AMP (or its designee) on the due date of such next invoice. If the revised
14 invoice indicates an overcharge, the difference between the correct amount and the amount
15 paid, together with interest (from the date of payment of the incorrect amount to the due date of
16 the invoice next submitted after AMP has furnished the revised invoice) at the rate which would
17 apply under this Contract to overdue payments pursuant to subsection (F) of this Section 5, less
18 two percent (2%), shall be subtracted by AMP from the invoice next submitted (and paid by
19 AMP in funds available for use by the Participant on the due date of such next invoice if, but
20 only to the extent by which, the amount so exceeds the amount of the next invoice). For
21 purposes of this subsection (H), the date of payment shall mean the date on which funds in the
22 amount so paid first become available for use by AMP (or its designee).

23 (I) The obligations of each Participant to make payments under this Section 5 shall
24 constitute obligations of such Participant payable as an O&M Expense of its Electric System.
25 No Participant shall be required to make payments under this Contract except from the
26 revenues of its Electric System and from other funds of such system legally available therefor.
27 In no event shall any Participant be required to make payments under this Contract from tax
28 revenues, or any other source of funds other than its Electric System's funds, but it may elect, in
29 its sole discretion, to do so. The obligations to make payments under this Section 5 in respect
30 of any Month or other billing period shall not be subject to any reduction, whether by offset,

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1 counterclaim, or otherwise, such payment obligations shall not be conditioned upon the
2 performance by AMP or any other Participant of its obligations under this Contract, other than
3 the condition that some portion of [Products are delivered or made available hereunder in any](#)
4 [Month for which an invoice is rendered hereunder](#) provided, however, that nothing contained
5 herein shall be construed to prevent or restrict any Participant from asserting any rights which it
6 may have against AMP under this Contract or in any provision of law, including institution of
7 legal proceedings.

8 (J) Proceeds from the sale of Bonds, whether such Bonds constitute Prepayment
9 Bonds or Purchase Option Bonds, in excess of the amount required for the purposes for which
10 such Bonds were issued and investment income earned on any investments held under the
11 Trust Indenture shall be applied, subject to the provisions of any Trust Indenture, by AMP, as
12 approved by the Participants Committee (i)(a) to pay principal or interest on the Bonds, (b) to
13 the purchase or redemption of Bonds prior to their stated maturity, (c) to the payment of costs of
14 renewals and replacements of any property constituting a part of the Project, or as a reserve
15 therefor and (ii) as a credit against the Revenue Requirements. Insurance proceeds,
16 condemnation awards and damages received by AMP in connection with the Project and not
17 required to be applied to the restoration, renewal or replacement of facilities, and proceeds from
18 the sale or disposition of surplus property constituting a part of the Project, shall be applied by
19 AMP, subject to approval by the Participants Committee, (a) to the purchase or redemption of
20 Bonds prior to their stated maturity, (b) to the payment of costs of renewals and replacements of
21 any property constituting a part of the Project, or as a reserve therefor by deposit to the Reserve
22 and Contingency Fund, or (c) as a credit against Revenue Requirements. Notwithstanding
23 anything contained in the foregoing provisions of this subsection (J), if any Trust Indenture, any
24 instrument of a similar nature relating to borrowings by AMP to finance the Project or any
25 Related Agreement shall require the application of any amount referred to in the foregoing
26 provisions of this subsection (J) to any specific purpose, AMP shall apply such amount to such
27 purpose as so required.

1 **SECTION 6. Scheduling of Deliveries, Dispatching.**

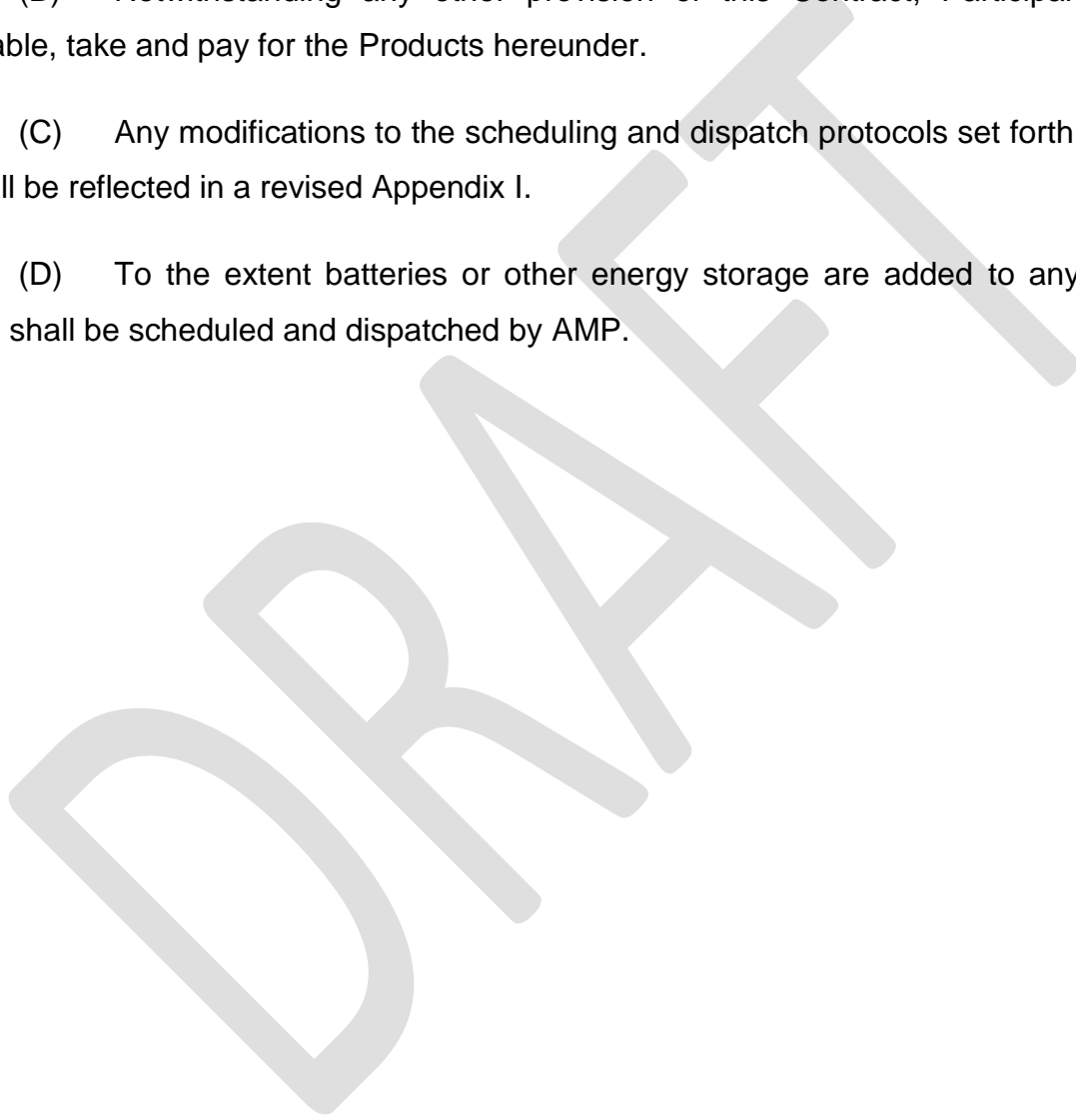
2 (A) Energy delivered under this Contract will not be scheduled but will be delivered
3 into each Delivery Point when and as available in accordance with the NextEra PPA and this
4 Contract.

5 (B) Notwithstanding any other provision of this Contract, Participant shall, when
6 available, take and pay for the Products hereunder.

7 (C) Any modifications to the scheduling and dispatch protocols set forth in this Section
8 6 shall be reflected in a revised Appendix I.

9 (D) To the extent batteries or other energy storage are added to any Systems, the
10 same shall be scheduled and dispatched by AMP.

11



1 **SECTION 7. Electric Characteristics; Point of Delivery; Measurement of Electric**
2 **Capacity and Energy Furnished.** Electric Capacity and Energy to be furnished or made
3 available hereunder shall be alternating current, three phase, 60 Hertz. Electric Capacity and
4 Energy scheduled or made available pursuant to this Contract shall be delivered or made
5 available at the Points of Delivery unless otherwise determined by AMP. The points of
6 measurement, delivery voltage and other conditions of service shall be as set forth on Appendix
7 C or as otherwise agreed between AMP and any Participant or as otherwise determined
8 pursuant to policies and procedures agreed to by AMP and the Participants Committee.

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1 **SECTION 8. Metering.**

2 (A) Unless otherwise agreed, all deliveries or availability of Capacity and Energy to or
3 on behalf of the respective Participants pursuant to this Contract shall be on a non-scheduled
4 basis.

5 (B) Under the NextEra PPA, NextEra shall install, maintain and operate, or cause to
6 be installed, maintained and operated, any metering equipment, including area interchange
7 metering and telemetering equipment, required to measure the Capacity and Energy produced
8 and delivered or made available pursuant to this Contract. Each Participant agrees to
9 cooperate with AMP and NextEra as necessary to enable AMP or NextEra to meet their
10 respective obligations pursuant to the immediately preceding sentence.

11 (C) Each Participant shall be responsible for the costs of metering at its respective
12 Secondary Points of Delivery in accordance with any applicable RTO's or transmission
13 provider's tariffs, rules or regulations.

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SECTION 9. [Reserved].

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SECTION 10. - [Reserved]

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1 **SECTION 11. Force Majeure.** Neither AMP nor any Participant shall be considered to
2 be in default in respect to any obligation hereunder (other than the obligation of each Participant
3 to make payments hereunder) if prevented from fulfilling such obligation by reason of *Force*
4 *Majeure*. A Party rendered unable to fulfill any such obligation by reason of *Force Majeure* shall
5 exercise due diligence to remove such inability with all reasonable dispatch and such Party shall
6 promptly communicate with the other regarding such *Force Majeure*, its expected length and the
7 actions being taken to remove the same.

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1 **SECTION 12. Insurance.** The NextEra PPA contains provisions on its obligations for
2 insurance regarding its Systems. Additional insurance requirements are as set forth in each
3 Site's lease.

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1 **SECTION 13. Accounting.** Subject to the terms of the NextEra PPA, AMP shall keep
2 accurate records and accounts relating to this Contract substantially in accordance with
3 generally accepted accounting principles, separate and distinct from its other records and
4 accounts. Said accounts shall be audited annually by a firm of independent public accountants,
5 of favorable national reputation, to be employed by AMP. A copy of each annual audit, with all
6 written comments and recommendations of such accountants included with or accompanying
7 such final audit, shall be furnished by AMP to each Participant within a reasonable time after the
8 end of each Contract Year. Each Participant agrees to keep accurate records and accounts
9 relating to the conduct of its Electric System in accordance with generally accepted
10 governmental accounting standards or otherwise if and as required by applicable law or any
11 contract existing on the Effective Date.

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1 **SECTION 14. Access to Information.**

2 (A) Subject to applicable law and the provisions of the Related Agreements, including
3 the NextEra PPA and any agreement with a Tax Equity Investor, and upon written request to
4 AMP and during reasonable business hours at AMP's headquarters:

5 (i) [Reserved];

6 (ii) copies of all agreements and data in the possession of AMP relating to its
7 financing of costs associated with the Project shall be made available for examination by
8 each Participant;

9 (iii) copies of all budgets, operating and billing and financial data records and
10 reports, in the possession of AMP, including but not limited to rates under the Rate
11 Schedule and the data relating to the determination of Revenue Requirements shall be
12 made available for examination by each Participant; and

13 (iv) copies of insurance policies (or certificates of insurance) carried pursuant to
14 Section 12 hereof shall be made available for examination by each Participant; provided
15 that nothing in this Section 14 shall require NextEra or any Tax Equity Investor to provide
16 information that is not subject to disclosure pursuant to the terms of any Related
17 Agreement to which NextEra or such Tax Equity Investor is party.

18 (B) Each Participant shall, upon written request, furnish to AMP all such information,
19 certificates, engineering reports, feasibility reports, financial statements, opinions of counsel and
20 other documents as shall be reasonably necessary or useful to AMP in connection with the
21 performance of AMP's obligations under this Contract and the NextEra PPA, including the
22 issuance and sale of Bonds by AMP. For Participants for which AMP does not process their
23 RTO or other transmission provider invoices, all such Participants shall provide AMP all such
24 invoices on a timely basis to the extent necessary or convenient for AMP to appropriately
25 calculate all credits, revenues or costs that impact any billing hereunder.

26 (C) AMP and each Participant will promptly furnish to each other such other
27 information as may be reasonably requested from time to time in order to carry out the intent

1 and purpose of this Contract or as may be reasonably necessary and convenient in the conduct
2 of the operations of the party requesting such information and, in particular, may be necessary
3 or useful in connection with the issuance of Bonds by AMP or the issuance of debt by any
4 Participant.

5 (D) The Parties shall accommodate reasonable requests for documents and
6 information made available pursuant to subsections (A), (B) and (C) of this Section 14 via
7 electronic copies, secure internet access or paper copies sent to the requesting Party without
8 charge, unless such request is unduly burdensome on the Party upon whom such request is
9 made. In such case, such documents or information may be made available for inspection only
10 at the offices of the Party in possession of such documents or information with copies to be
11 made available for a reasonable charge. The Parties recognize such information may be
12 proprietary and/or business confidential and agree, to the extent consistent with law, to treat the
13 same as such.

1 **SECTION 15. Bonds; Trust Indenture; Power Sales Contract.** AMP is hereby
2 requested and authorized by each Participant to issue Bonds or enter into other financial
3 arrangements for the purpose of financing the Prepayment Amount, including, without limitation,
4 reimbursement of all Development Costs, and Interconnection Costs financing the costs of a
5 Purchase Option through the issuance of Purchase Option Bonds, financing any other Project
6 Costs or to refund any Prepayment Bonds, all upon such terms and pursuant to one or more
7 Trust Indentures having such terms as AMP, in its sole discretion and exclusive judgment,
8 deems necessary or desirable to enable AMP to fulfill satisfactorily its obligations hereunder;
9 provided, however, that AMP shall not issue Prepayment Bonds having a final maturity date
10 extending beyond the later of the term of the NextEra PPA, or for the estimated remaining useful
11 life of the Project, as estimated, in a report or certificate of an independent engineer or
12 engineering firm or corporation having a national reputation for experience in electric utility
13 matters, in the case of a Purchase Option. All Bonds, any Trust Indenture, and all revenues and
14 other funds of AMP allocable to the Project, other than the Service Fee, shall be separate and
15 apart from all other borrowings, indentures, revenues, and funds of AMP. AMP shall not pledge
16 or assign any of its right, title or interest in, to or under any of the foregoing, this Power Sales
17 Contract or the Project, or otherwise make available any thereof, to secure or pay any
18 indebtedness or obligation of AMP other than the Prepayment Bonds or the Purchase Option
19 Bonds or otherwise expressly permitted by this Power Sales Contract.

20

SECTION 16. Disposition or Termination of AMP Solar Project II After Purchase

Option Exercise. After a Purchase Option, for so long as any Purchase Option Bonds or other financial arrangements are outstanding, except as permitted in this Section 16, AMP shall not sell or otherwise dispose of, in whole or in part, its ownership interest in any of the Systems or the attributes available from all Systems included in the Project without the consent of the Participants. This Section 16 shall not prohibit (i) a merger or consolidation or sale of all or substantially all of the property of AMP as permitted by Section 27, (ii) any sale, lease or other disposition or arrangement permitted by subsection (C) of Section 3 and subsections (D) and (E) of Section 4, (iii) the mortgaging, pledging or encumbering of all or any portion of AMP's ownership interest in the Project pursuant to any Trust Indenture to secure any Bonds or (iv) the sale, lease or disposition of all or a portion of AMP's ownership interest in the Project to a Tax Equity Investor as permitted by Section 34. In the event that AMP purchases the Systems, subject to the provisions of the Related Agreements, any Systems of the Project shall be terminated and AMP shall cause such Systems to be salvaged, discontinued, decommissioned, and disposed of or sold in whole or in part on such terms as both the Board of Trustees and Participants determine to be reasonable and appropriate when:

(a) so required pursuant to the applicable Related Agreement; or

(b) both the Board of Trustees and Participants determine that AMP is unable to operate such facilities due to regulatory or operating conditions or other similar causes; or

(c) both the Board of Trustees and Participants determine that such facilities are not capable of producing or delivering energy consistent with Prudent Utility Practice.

Any consent required by the terms of this Section 16 shall be approved by a Super Majority of the Participants.

SECTION 17. Additional Covenants of Participant.

1
2 (A) Each Participant covenants and agrees to establish and maintain rates for electric
3 Capacity and Energy to its customers which shall provide revenues at least sufficient, together
4 with other available funds, to meet its obligations to AMP under this Contract; to pay all other
5 O&M Expenses; to pay all obligations, whether now outstanding or incurred in the future,
6 payable from, or constituting a charge or lien on, the revenues of its Electric System; and to
7 make any other payments required by law.

8 (B) Each Participant covenants and agrees that, unless this Contract has been
9 assigned pursuant to Section 27 hereof, it shall not sell, lease or otherwise dispose of all or
10 substantially all of its Electric System except on 180 days' prior written notice to AMP and, in
11 any event, shall not so sell, lease or otherwise dispose of the same unless AMP shall
12 reasonably determine that all of the following conditions are met: (i) such Participant shall
13 assign this Contract and its rights hereunder (except as otherwise provided in the last sentence
14 of this subsection (B)) in writing to the purchaser or lessee of the Electric System and such
15 purchaser or lessee, as assignee of rights and obligations of such Participant under this
16 Contract, shall assume in writing all obligations (except to the extent theretofore accrued) under
17 this Contract or such Participant shall post a bond or other security, in either case reasonably
18 acceptable to AMP, to assure its obligations hereunder are fulfilled and clauses (iv) (a), (b) and
19 (c) are satisfied; (ii) if and to the extent necessary to reflect such assignment and assumption,
20 AMP and such assignee shall enter into an agreement supplemental to this Contract to clarify
21 the terms on which Capacity and Energy are to be sold or made available hereunder by AMP to
22 such assignee; (iii) the senior debt of such assignee shall be rated in one of the four highest
23 whole rating categories, without regard to sub-categories represented by + or – or similar
24 designations, by at least one nationally recognized bond rating agency or if such entity is not
25 rated, AMP and any trustee under any Trust Indenture shall receive an opinion from a nationally
26 recognized financial expert that the assignment does not materially adversely affect the security
27 for any Bonds; and (iv) AMP shall have received an opinion or opinions of counsel of recognized
28 standing selected by AMP stating that such assignment (a) will not adversely affect any pledge
29 and assignment by AMP of this Contract or the revenues derived by AMP hereunder (other than
30 the Service Fee) as security for the payment of Bonds and the interest thereon, (b) is lawfully

1 permitted under applicable law, and (c) will not affect the regulatory or tax status of AMP or any
2 Bonds. Notwithstanding the foregoing, AMP may, by delivery of written notice thereof sent no
3 later than 120 days following receipt by AMP of notice pursuant to the immediately preceding
4 sentence, refuse to approve such sale, lease or other disposition and, should such Participant
5 nonetheless and in contravention of the provisions of this Contract proceed with such sale,
6 lease or other disposition, terminate, effective upon such sale, lease or other disposition, all of
7 such Participant's rights under this Contract (except to the extent of any rights theretofore
8 accrued); provided, however, that prior to the effective date of any such termination AMP shall
9 have arranged for the assignment of its rights (except as otherwise in the last sentence of this
10 subsection) and obligations (except to the extent theretofore accrued) hereunder to another
11 entity which assumes in writing all obligations of such Participant hereunder (except to the
12 extent theretofore accrued) and which satisfies each of the conditions set forth in clauses (ii)
13 through (iv) of the immediately preceding sentence; provided, further, that nothing contained in
14 this subsection (B) shall be construed to prevent or restrict such Participant from issuing
15 mortgage revenue bonds (subject to the provisions of subsection (E) of this Section 17) secured
16 by a mortgage of the property and revenues of such Participant's Electric System, including a
17 franchise. Such Participant agrees to cooperate in effecting any assignment pursuant to the
18 immediately preceding sentence.

19 (C) Each Participant covenants and agrees that it shall take no action the effect of
20 which would be to prevent, hinder or delay AMP from the timely fulfillment of its obligations
21 under this Contract, any Related Agreement, any then outstanding Bonds or any Trust
22 Indenture; provided, however, that nothing contained herein shall be construed to prevent or
23 restrict a Participant from asserting any rights which it may have against AMP hereunder or
24 under any provision of law, including institution of legal proceedings for specific performance or
25 recovery of damages.

26 (D) Each Participant covenants and agrees that it shall, in accordance with Prudent
27 Utility Practice, (i) operate the properties of its Electric System and the business in connection
28 therewith in an efficient manner, (ii) maintain its Electric System in good repair, working order
29 and condition, and (iii) make all necessary and proper repairs, renewals, replacements,
30 additions, betterments and improvements with respect to its Electric System; provided, however,

1 that this subsection (D) shall not be construed as requiring a Participant to expend any funds
2 which are derived from sources other than the operation of its Electric System, although nothing
3 herein shall be construed as preventing such Participant from doing so.

4 (E) Each Participant covenants and agrees that it shall not issue bonds, notes or other
5 evidences of indebtedness or incur lease or contractual obligations which are payable from the
6 revenues derived from its Electric System superior to the payment of the O&M Expenses of its
7 Electric System; provided, however, that nothing herein shall limit such Participant's present or
8 future rights (i) to incur lease or contractual obligations that, under generally accepted
9 accounting principles, are operating expenses of its Electric System and that are payable on a
10 parity with O&M Expenses or (ii) to issue bonds, notes or other evidences of indebtedness
11 payable from revenues of its Electric System subject to the prior payment or provision for the
12 payment of the O&M Expenses, including amounts payable under this Contract, of its Electric
13 System.

14 (F) Each Participant covenants and agrees that, not later than the date on which it
15 issues bonds, notes or other evidences of indebtedness or incurs capital lease or other
16 contractual obligations that are payable from the revenues of its Electric System on a parity with
17 O&M Expenses it will provide to AMP an independent engineer's estimation that such issuance
18 or incurrence will not result in total O&M Expenses and debt service in excess of the revenues
19 of such Participant's Electric System adjusted for any rate increases enacted by the Governing
20 Body prior to such issuance and becoming effective no later than in the fiscal year immediately
21 succeeding the issuance of such obligations.

22 (G) Each Participant agrees to use all commercially reasonable efforts to take all
23 actions necessary or convenient to fulfill all of its obligations under this Contract.

24 (H) Each Participant agrees that, prior to any assignment of its rights under this
25 Contract pursuant to subsection (B) of this Section 17 it shall grant to AMP a right of first refusal
26 for a period of not less than one hundred twenty (120) days to match any *bona fide* offer for
27 such assignment.

1 (I) Each Participant that has noted an exception to Section 2(B)(viii) on Appendix K,
2 or otherwise has some contractual or other legal impediment, its payment obligation to AMP
3 hereunder being O&M Expenses, covenants and agrees that it will in good faith endeavor to
4 remove any such contractual or other legal impediments at the earliest possible time.

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SECTION 18. Default.

(A) In the event any payment due under this Contract remains unpaid subsequent to the due date thereof, such event shall constitute a default hereunder and AMP may, upon fifteen (15) days prior written notice to and at the cost and expense of such Participant (i) withhold any payments otherwise due and suspend deliveries or availability under this Contract, (ii) bring any suit, action or proceeding at law or in equity as may be necessary or appropriate to enforce any covenant, agreement or obligation against such Participant, and (iii) take any other action permitted by law to enforce this Contract. Upon suspension of the rights of the defaulting Party as provided in the immediately preceding sentence, AMP shall be entitled to and may, sell or make available, from time to time, to any other person or persons any Capacity or Energy, and any such sale may be on such terms and for such period deemed necessary or convenient in AMP's judgment, which shall not be exercised unreasonably, to make such sale under then existing market conditions; provided, however, that no such sale shall be made for a period exceeding two (2) Months. Any such sale contracted for by AMP under this Section 18 shall not relieve the defaulting Party from any liability under this Contract, except that the net proceeds of such sale shall be applied in reduction of the liability (but not below zero) of such defaulting Party under this Contract. When any default giving rise to the suspension of the rights, including the delivery or availability of Capacity and Energy of the defaulting Party, has been cured in less than sixty (60) days subsequent to such default and payment has been made by the defaulting Party to AMP of all costs and expenses incurred as a result of such default, such Participant shall be entitled to the restoration of its rights, including a resumption of delivery or other service to this Contract, subject to any sale to others made by AMP pursuant to this Section 18.

(B) (i) If any Participant shall fail to pay any amounts due under this Contract, or to perform any other obligation hereunder, which failure constitutes a default under this Contract and such default continues for sixty (60) days or more, AMP may, in addition to any other remedy available at law or equity, terminate the provisions of this Contract insofar as the same entitle the Participant to a Project Share and during such default, the defaulting Participant shall not be entitled to any vote on the Participants Committee or any matter which requires a vote of the Participants; but, the obligations of the Participant under this Contract

1 shall continue in full force and effect. AMP shall forthwith notify such Participant of such
2 termination.

3 (ii) Upon the termination of entitlement to a Project Share as provided in
4 paragraph (i) of this subsection (B), AMP shall attempt to sell the defaulting Participant's Project
5 Share first to other Participants, then to Members who are not Participants and then to other
6 persons, and, to the extent such defaulting Participant's obligations are not thereby fulfilled,
7 each non-defaulting Participant shall purchase, for so long as such default remains uncured, a
8 *pro rata* share of the defaulting Participant's entitlement to its Project Share which, together with
9 the shares of the other non-defaulting Participants, is equal to the defaulting Participant's
10 Project Share, in kW, as set forth in Appendix A ("Step Up Power"); provided; however, that no
11 such termination shall reduce the defaulting Participant's obligations under paragraph (iii) of this
12 subsection (B); and, provided further, however, that the sum of all such increases for each non-
13 defaulting Participant pursuant to this paragraph (ii) of subsection (B) shall not exceed, without
14 consent of the non-defaulting Participant, an accumulated maximum kW equal to twenty-five
15 percent (25%), or such lesser percentage as set forth in any Trust Indenture, of such non-
16 defaulting Participant's initial Project Share in kilowatts as shown on Appendix A prior to any
17 such increases. AMP shall mail written notice, and may, at its option, also transmit the same by
18 electronic means, to each non-defaulting Participant of the amount of any Step Up Power as
19 soon as practicable. All Step Up Power Costs shall be determined consistent with and be
20 treated as a part of Revenue Requirements pursuant to Section 5 and shall be paid by the non-
21 defaulting Participant in accordance with this Contract. Notwithstanding the foregoing provision
22 of this Section 18 (B)(ii), within twenty (20) days after the notice of default by any other
23 Participant sent in accordance with Section 18 (A), a Participant may notify AMP in writing of its
24 election to purchase voluntarily Step Up Power under the terms and conditions of this Section
25 18 (B) in any amount more than that which would otherwise be its *pro rata* share and up to the
26 amount of the defaulting Participant's Project Share. Such purchase shall continue for so long
27 as the default is not cured. To the extent the sum of such voluntary elections is greater than
28 the amount of Step Up Power to be distributed, the same shall be distributed among the
29 Participants so electing in proportion to the amounts requested. To the extent the sum of such
30 voluntary elections is less than the defaulting Participant's Project Share, the remainder shall be
31 distributed *pro rata* among the balance of the Participants as otherwise set forth herein. Non-

1 defaulting Participants assuming Step-Up Power shall be entitled to exercise all voting rights
2 associated with all amounts of Step Up Power taken or assigned.

3 (iii) The fact that other Participants have assumed their obligations for Step Up
4 Power Costs shall not relieve the defaulting Participant of its liability for such payments and all
5 Participants assuming such obligation (voluntarily or otherwise), either individually or as a
6 member of a group, shall have a right of recovery from the defaulting Participant of all damages
7 occasioned thereby, including all costs of recovery and attorney fees less any amounts
8 recovered by operation of this Section 18. AMP in consultation with the Participants Committee
9 may commence such suits, actions or proceedings, at law or in equity, including suits for
10 specific performance, as may be necessary or appropriate to enforce the obligations of this
11 Contract against the defaulting Participant.

12 (C) In the event of default by a Participant in the payment of any of the sum or sums
13 now or hereafter secured hereby, or in the performance of any of the covenants and conditions
14 of this Contract; or in the event a Participant shall for any reason be rendered incapable of
15 fulfilling its obligations hereunder; or final judgment for payment of money shall be rendered
16 against such Participant which adversely affects its ability to fulfill its obligations hereunder, and
17 any such judgment shall not be discharged within 60 days from the entry thereof or an appeal
18 shall not be taken therefrom or from the order, decree or process upon which, or pursuant to
19 which, such judgment shall have been granted, or entered, in such manner as to stay the
20 execution of, or levy under, such judgment, order, decree, or process or the enforcement
21 thereof, or any proceeding shall be instituted with the consent or acquiescence of a Participant
22 for the purpose of effecting a compromise between such Participant and its creditors, or for the
23 purpose of adjusting the claims of such creditors pursuant to any Federal or State statute now or
24 hereafter enacted, if the claims of such creditors are under any circumstances payable from
25 such Participant's rights under this Contract; or if (a) a Participant is adjudged insolvent by a
26 court of competent jurisdiction which assumes jurisdiction of such Participant's Electric System,
27 or (b) an order, judgment or decree be entered by any court of competent jurisdiction appointing,
28 without the consent of such Participant, a receiver or trustee of such Participant or of the whole
29 or any part of such Participant's Electric System and any of the aforesaid adjudications, orders,
30 judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the

1 date of entry thereof; or if a Participant shall file a petition or answer seeking reorganization or
2 any arrangement under the Federal bankruptcy laws or any other applicable law or statute of the
3 United States of America or any state thereof, which would place jurisdiction of such
4 Participant's Electric System in other than such Participant; then, in addition to the remedies
5 specified in subsections (A) of this Section 18, and any other remedy available under applicable
6 law, including the remedy of specific performance, AMP shall have the right and capacity to, and
7 may, at its sole option, by notice in writing to such Participant, apply for the appointment of a
8 receiver of rents, income and profits of such Participant's Electric System received or receivable
9 by such Participant as a matter of right and as security for the amounts due AMP without
10 consideration of the value of such Participant's Electric System, or the solvency of any person or
11 persons liable for the payment of such amounts, the rents, income and profits of the Electric
12 System received or receivable by such Participant being hereby assigned by such Participant to
13 AMP as security for payment of the sum or sums now or hereafter secured hereby.

14 (D) Anything in this Section 18 to the contrary notwithstanding, if at any time before
15 the entry of final judgment or decree in any suit, action or proceeding instituted by AMP on
16 account of default as defined above, or before the completion of the enforcement of any other
17 remedy under this Contract or law, such Participant shall pay all sums then payable by their
18 stated terms, and all arrears of interest, if any, upon said sums then outstanding and the
19 charges, compensation, expenses, disbursements, advances and liabilities of AMP, and all
20 other amounts then payable hereunder, and every other default of which AMP has notice shall
21 have been remedied to the satisfaction of AMP, then and in every such case AMP shall, and if
22 such default has continued for a period greater than one (1) year, AMP may, with the approval
23 of its Board of Trustees rescind and annul the declaration of default and its consequences.
24 However, no such rescission or annulment shall extend to or affect any subsequent default or
25 impair any right consequent thereon.

26 (E) Should AMP default on any of its obligations hereunder and such default continues
27 for a period of thirty (30) days, any Participant may give AMP written notice of such default.
28 Subject to the provisions of any Trust Indenture, should AMP not cure such default, or provide
29 such Participant with a satisfactory plan to cure such default within sixty (60) days of such
30 written notice, then AMP may be directed to contract with a third party to perform whatever

- 1 duties or obligations which are in default. The costs of such contract shall be included in
- 2 Revenue Requirements.

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1 **SECTION 19. Waiver of Default.** No waiver at any time by any Party to this Contract of
2 its rights with respect to any default of any other Party hereto, and no grant by any Party to any
3 other Party of an extension of time on any payments hereunder or with respect to any other
4 matter arising in connection with this Contract, shall be considered a waiver with respect to any
5 subsequent default, right or matter.

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SECTION 20. Relationship to and Compliance with Other Instruments.

(A) It is recognized by the Parties hereto that AMP, in undertaking, or causing to be undertaken, the investigation and development of the Project, AMP must comply with the requirements of each Trust Indenture, the NextEra PPA, other Related Agreements and any approvals necessary for such planning and financing, the Prepayment Amount and other Project Costs hereunder of the Project and negotiating the NextEra PPA and it is therefore agreed that this Contract is made subject to the terms and provisions of each Trust Indenture, the other Related Agreements and all such approvals.

(B) AMP intends to issue Bonds the interest on which is excluded from gross income for Federal income tax purposes under Section 103 of the Code ("Tax Exempt Obligations"), to finance the Prepayment and other eligible costs of the Project, and thereby reduce the Project Costs that are included in the Revenue Requirements billed to Participants, and that to obtain such cost reductions NextEra and AMP, for itself and on behalf of the Participants, will be required to make certain representations and covenants.

(i) Each Participant acknowledges that at any time that AMP issues Tax Exempt Obligations, each Participant must expect to retain and not expect to sell or otherwise dispose of or change the use of its rights to the Project prior to the final maturity date of such Tax Exempt Obligations.

(ii) Each Participant acknowledges that output contracts with nongovernmental persons for the purchase of electricity produced by the Project financed with Tax Exempt Obligations may result in private business use thereof, that contracts with nongovernmental persons for transmission and distribution services financed with Tax Exempt Obligations may result in private business use of such transmission and distribution facilities and that only a limited amount of private business use is permitted under the Federal income tax laws applicable to Tax Exempt Obligations.

(iii) Each Participant hereby represents, warrants and covenants that, notwithstanding any other provisions of this Contract, it will take all actions necessary to enable

1 AMP to issue the Bonds as Tax Exempt Obligations to finance the Prepayment and related
2 costs and facilities and for NextEra to take advantage of available Tax Credits.

3 (iv) Each Participant represents, warrants and covenants that it will not take any
4 action (including but not limited to entering into output contracts), or fail to take any action, that
5 would adversely affect the tax advantaged status of any Tax Exempt Obligations or the
6 availability of Tax Credits. Each Participant represents, warrants and covenants that its interest
7 in the Project will be used for the governmental purpose while each Participant owns rights to
8 output of the Project. In addition, each Participant represents, warrants and covenants that, to
9 the extent applicable, it will take no action (including but not limited to entering into output
10 contracts) or fail to take any action which action or failure to act would cause the Tax Exempt
11 Obligations issued by AMP to become private activity bonds, including qualified 501(c)(3)
12 bonds, and it will not dispose of or change the use of its Electric System unless an opinion of
13 nationally recognized bond counsel acceptable to AMP is received stating that such action will
14 not have an adverse effect on the tax advantaged status of Bonds issued as Tax Exempt
15 Obligations.

16 (v) Each Participant represents, warrants and covenants that it will establish
17 reasonable procedures to ensure that no action is taken by it that would cause any Bonds
18 issued as Tax Exempt Obligations to meet, to the extent applicable, the private business use
19 test or the private loan test of Section 141 of the Code and to ensure continued qualification of
20 the Bonds issued as Tax Exempt Obligations.

21 (vi) Each Participant agrees to assist and to cooperate with AMP regarding any
22 matters to the extent needed to maintain the tax advantaged status of Bonds issued as Tax
23 Exempt Obligations, including but not limited to (a) delivering, prior to issuance of any Tax
24 Exempt Obligations, executed certificates relating to the tax requirements applicable to Tax
25 Exempt Obligations, and (b) providing to AMP periodic reports after the issuance of any Tax
26 Exempt Obligations;

27 (vii) Each Participant acknowledges that AMP annually files Form 990 with the
28 Internal Revenue Service and that currently information required to complete such form and to
29 otherwise assure conformance to the requirements of AMP's tax status or that of its Bonds,

1 includes the percentage of Tax Exempt financed property used in a private business use. Each
2 Participant covenants that, if requested, it will provide AMP a report or data by the last day of
3 February of each year setting forth any and all information required for AMP to complete IRS
4 Form 990 or any future similar federal tax or other regulatory filing and to otherwise assure
5 conformance to the requirements of AMP's tax status or that of its Bonds; and

6 (viii) Each Host Member further represents, warrants and covenants that at least
7 ninety percent (90%) of the Energy received from the System interconnected with its Electric
8 System will be furnished to retail customers of such Host Member located in the service area of
9 such Host Member. "[S]ervice area" for this purpose means (1) any areas throughout which the
10 such Host Member provided, at all times during the five (5) year period ending on the issue date
11 of the Bonds, electricity distribution service and (2) any area recognized as the service area of
12 the such Host Member under applicable state or Federal law.

13 (ix) AMP agrees to assist each Participant in complying with the provisions of
14 this subsection (B) of Section 20.

15 (C) (i) In the event that AMP makes continuing disclosure undertakings with
16 respect to the Bonds, whether or not the purchaser(s) of the Bonds is subject to the continuing
17 disclosure requirements of Rule 15c2-12 under the Securities Exchange Act of 1934, as
18 amended from time to time (the "Rule"), each Participant shall furnish to AMP annually, no later
19 than October 1 of each year and to the extent required for AMP to comply with its undertakings,
20 (a) information respecting and updating the financial and operating data, and (b) each
21 Participant's audited financial statements relating to its Electric System, when they become
22 publicly available, and prepared in accordance with generally accepted governmental
23 accounting standards or otherwise as required by law.

24 (ii) In addition, each Participant agrees to take such actions and sign such
25 certificates as are deemed necessary by AMP to successfully issue and sell Bonds secured by
26 this Contract.

1 **SECTION 21. Tax Matters, Disclosure**

2 (A) (i) Each Participant acknowledges that it is the intention of (a) AMP to utilize,
3 to the maximum extent possible, the proceeds of Bonds the interest on which is excluded from
4 gross income for Federal income tax purposes (“Tax Exempt Obligations”) under Section 103 of
5 the Internal Revenue Code of 1986, as amended (the “Code”), to finance the costs of the
6 Project and related costs, and (b) the Participants to enable AMP to issue Bonds that are Tax
7 Exempt Obligations. Each Participant acknowledges that at any time that AMP issues Tax-
8 Advantaged Obligations, each Participant must expect to own and not expect to sell or
9 otherwise dispose of or change the use of its rights to output of the Project prior to the final
10 maturity date of the respective Tax Exempt Obligations.

11 (ii) Each Participant acknowledges that output contracts with nongovernmental
12 persons for the purchase of electricity produced by a generating facility financed with Tax
13 Exempt Obligations may result in private business use of such generating facilities and that only
14 a limited amount of private business use is permitted under the Federal income tax laws
15 addressing Tax Exempt Obligations.

16 (iii) Each Participant hereby represents, warrants and covenants that,
17 notwithstanding any other provisions of this Power Sales Contract, it will take all actions
18 necessary to enable AMP to issue the Prepayment and Purchase Option Bonds as Tax Exempt
19 Obligations to finance the Project.

20 (iv) Each Participant represents, warrants and covenants that it will not take any
21 action (including but not limited to entering into output contracts), or fail to take any action, that
22 would adversely affect the tax advantaged status of any Tax Exempt Obligations. Each
23 Participant represents, warrants and covenants that its interest in the Project will be used for the

1 governmental purpose of such Participant while such Participant owns rights to output of the
2 Project. In addition, each Participant represents, warrants and covenants that, to the extent
3 applicable, it will take no action (including but not limited to entering into output contracts) or fail
4 to take any action which action or failure would cause the Tax Exempt Obligations issued by
5 AMP to become private activity bonds, including qualified 501(c)(3) bonds, and it will not
6 dispose of or change the use of its Electric System unless an opinion of nationally recognized
7 bond counsel acceptable to AMP is received stating that such action will not have an adverse
8 effect on the tax advantaged status of Bonds issued as Tax Exempt Obligations.

9 (v) Each Participant represents, warrants and covenants that it will establish
10 reasonable procedures to ensure that no action is taken by it that would cause any Bonds
11 issued as Tax Exempt Obligations to meet, to the extent applicable, the private business use
12 test or the private loan test of Section 141 of the Code and to ensure continued qualification of
13 the Bonds issued as Tax Exempt Obligations.

14 (vi) Each Participant further represents, warrants and covenants that, to comply
15 with tax requirements relating to the financing for the Project with proceeds of Tax Exempt
16 Obligations, (a) in the case of prepayment bonds issued under the safe harbor in the U.S.
17 Treasury regulations, at least ninety percent (90%) of its Power Sales Contract Resources will
18 be furnished to retail customers of such Participant located in the service area of such
19 Participant. "Service area" for purposes of the preceding sentence means (1) any areas
20 throughout which the Participant provided, at all times during the five (5) year period ending on
21 the issue date of the applicable Tax Exempt Obligations, electricity distribution service and (2)
22 any area recognized as the service area of the Participant under state or Federal law, and (b) in
23 the case of prepayment bonds issued under the safe harbor under Section 148(b)(4) of the

1 Code, all of the Participant's Project Share will be used serve the annual average amount
2 consumed by customers of the Participant during a 5-calendar year testing period in the service
3 area of the Participant. "Service area" for purposes of the preceding sentence means any area
4 throughout which such Participant provided at all times during the testing period (X) electricity
5 distribution services, (Y) is any area within a county contiguous to the area described in (X) in
6 which retail customers of such utility are located if such area is not also served by another utility
7 providing electricity services, and (Z) any area recognized as the service area of such utility
8 under State or Federal law.

9 (vii) Each Participant represents, warrants and covenants that prior to the
10 issuance of any Tax Exempt Obligations for the Project, it will provide AMP such proof and
11 documents as reasonably requested by AMP to establish the Participant's Service Area.

12 (viii) Each Participant agrees to assist and to cooperate with AMP regarding any
13 matters related to its Project Share to the extent needed to maintain the tax status of Bonds
14 issued as Tax Exempt Obligations, including but not limited to (a) delivering, prior to issuance of
15 any Tax Exempt Obligations, executed certificates relating to the tax requirements applicable to
16 Tax Exempt Obligations, and (b) providing to AMP periodic reports after the issuance of any Tax
17 Exempt Obligations regarding the covenants in this Section 21;

18 (ix) AMP agrees to assist the Participants in complying with the provisions of
19 this subsection (A) of Section 32.

20 (B) (i) In order to facilitate the marketing of the Bonds secured by this Contract
21 and to assist the underwriter(s) thereof in complying with their obligations under Rule 15c2-12 of
22 the Securities Exchange Act of 1934, as amended from time to time (the "Rule"), AMP may,
23 from time to time, designate certain Participants to be "obligated persons" within the meaning of

1 the Rule. AMP will initially inform Participants of such designation prior to the initial issuance of
2 any Bonds and, thereafter, annually not later than March 31. Each Participant designated as an
3 obligated person shall furnish to AMP annually, no later than October 1 of each year and to the
4 extent required for AMP to comply with its undertakings made pursuant to such Rule, (a)
5 information updating the financial and operating data respecting the Participant and its Electric
6 System, which data was presented or included by specific reference in an official statement or
7 other comparable document of AMP prepared in connection with the offering of its Bonds, and
8 (b) the Participant's audited financial statements relating to its Electric System, when they
9 become publicly available, and prepared in accordance with generally accepted governmental
10 accounting standards or otherwise as required by law.

11 (ii) In addition, each Participant, including, but not limited to, the Participants
12 designated by AMP to be obligated persons, agrees to take such actions and sign such
13 certificates as are deemed necessary by AMP to successfully market any Bonds secured by this
14 Contract.

15 (C) If a Participant is a joint action agency, AMP and such Participant shall enter into a
16 Related Agreement to modify, to the extent appropriate, the provisions of this Section 32 to
17 reflect that all or a portion of the Participant's covenants in this Section 32 respecting
18 Participant's Project Share shall be observed by its members to which the Participant's Project
19 Share shall be resold.

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1 **SECTION 22. Modification or Amendment of this Contract.**

2 (A) Except to the extent otherwise provided herein or in the NextEra PPA with respect
3 to changes in the scope of the Project, the Appendices hereto and supplemental agreements
4 entered into pursuant to this Contract, this Contract shall not be amended, modified or otherwise
5 changed except by written instrument executed and delivered by the Parties; provided, however
6 that this Contract shall not in any event be amended, modified or otherwise changed in any
7 manner that will materially adversely affect the security afforded by the provisions of this
8 Contract for the payment of the principal, interest, and premium, if any, on the Bonds, except as,
9 and to the extent, permitted by any Trust Indenture.

10 (B) The Parties recognize AMP's obligations set forth in Section 12.04 of the NextEra
11 PPA regarding Financing Accommodations for a potential Tax Equity Investor. Each Participant
12 agrees to reasonably cooperate with AMP regarding any necessary modifications to this Power
13 Sales Contract necessary for AMP to comply with its obligations under Section 12.04 of the
14 NextEra PPA.

15 (C) The Parties recognize that certain modifications or amendments to this Contract
16 may be required or beneficial if and when the Purchase Option is executed. The Parties agree
17 to work together in good faith to negotiate and execute such modifications or amendments, the
18 same to be deemed approved by each Participant upon the execution of such modification by
19 the official originally authorized to execute and deliver this Contract by the Participant or his or
20 her successors in office.

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1 **SECTION 23. Opinions as to Validity.** Each Participant, upon execution and delivery
2 of this Contract, shall furnish to AMP, substantially in the form of Appendix H hereto, an opinion
3 of counsel acceptable to AMP. Upon request by AMP made from time to time after the Effective
4 Date, each Participant shall furnish AMP with a letter from the attorney or firm of attorneys which
5 rendered the foregoing opinion, or such other attorney as shall be acceptable to AMP,
6 confirming, as of the date specified in such request, the foregoing opinion delivered upon
7 execution and delivery of this Contract.

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1 **SECTION 24. Notices and Computation of Time.** Any notice or demand to AMP under
2 this Contract shall be deemed properly given if mailed postage prepaid and addressed to AMP
3 as set forth in Appendix J. Any notice or demand by AMP to a Participant under this Contract
4 shall be deemed properly given if mailed postage prepaid and addressed to such Participant at
5 the address furnished to AMP in connection with the execution and delivery of this Contract and
6 set forth on Appendix J. In computing any period of time from any such notice, such period shall
7 commence (i) on the same Business Day that the notice is issued if hand delivered, (ii) at Noon
8 on the first Business Day following the date such notice was issued if delivered by electronic
9 mail or facsimile, or (iii) at Noon of the second Business Day following the date such notice was
10 issued if sent by overnight mail, or (iv) at Noon of the third Business Day following the date such
11 notice was issued if sent by regular mail. The name and address to which such notice or
12 demand is directed may be changed at any time and from time to time by any Party giving
13 notice as above which shall then be updated on Appendix J.

1 **SECTION 25. Governing Law.** This Contract and any controversies arising hereunder
2 and thereunder are to be construed and determined in accordance with the law of the State of
3 Ohio applicable to contracts executed within and to be wholly performed within such State;
4 provided, however, as certain Participants may be domiciled in States other than Ohio, the
5 power and authority of such Participant to enter into this Contract (and the required procedures
6 with respect thereto) shall be construed in accordance with the laws of such Participant's
7 domicile state.

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1 **SECTION 26. Severability.** If any section, subsection, clause or provision of this
2 Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the
3 remainder of this Contract shall be unaffected by such adjudication and all the remaining
4 provisions of this Contract shall remain in full force and effect as though such section,
5 paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been
6 included herein.

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SECTION 27. Assignment of Contract.

(A) This Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Contract; provided, however, that (i) except for any assignment by AMP authorized by subsection (B) of this Section 27, neither this Contract nor any interest herein shall be transferred or assigned by AMP except with the consent of the Participants by Majority Weighted Vote, which consent shall not be unreasonably withheld, and (ii) except for an assignment by a Participant with the consent of AMP in accordance with subsection (C) of this Section 27 or an assignment in connection with the sale, lease or other disposition of all or substantially all of such Participant's Electric System as provided in Section 17(B) hereof, neither this Contract nor any interest herein shall be transferred or assigned by any Party.

(B) AMP may sell, lease or otherwise dispose of all or substantially all of its property and assets to or merge into or consolidate with, any other entity which shall assume all of AMP's obligations hereunder or may be required to undertake such sales, leases, assignments or the like, and that AMP may assign and pledge to any trustee or similar fiduciary designated in any Trust Indenture all of, or any interest in, its right, title, and interest in and to all payments to be made to AMP under the provisions of this Contract (other than the Service Fee) as security for the payment of any Bonds, and, upon such assignment, pledge and delivery, AMP may grant to such trustee any rights and remedies herein to AMP and thereupon any reference herein to AMP shall be deemed, to the extent of such rights and remedies and with the necessary changes in detail, to include such trustee which shall be a third party beneficiary of the covenants and agreements.

(C) Except as provided in the NextEra PPA, a Participant may assign to any entity this Contract and its rights hereunder (except as otherwise in the last sentence of this subsection) if all of the following conditions are met: (i) AMP consents in writing to such assignment, which consent shall not be unreasonably withheld; (ii) the assignment shall be evidenced by a written instrument pursuant to which the assignee shall assume all obligations (except to the extent theretofore accrued) of such Participant under this Contract or such Participant shall post an acceptable bond or other reasonably acceptable security to assure its obligations hereunder are

1 fulfilled and clauses (vi) (a), (b) and (c) of this subsection (C) are satisfied; (iii) if and to the
2 extent necessary to reflect such assignment and assumption, AMP and such assignee shall
3 enter into an agreement supplemental to this Contract to clarify the terms on which Capacity
4 and Energy are to be sold or made available hereunder by AMP to such assignee; (iv) the
5 senior debt of such assignee shall be rated in one of the four highest whole rating categories,
6 without regard to sub-categories represented by + or – or similar designations, at least one
7 nationally-recognized bond rating agency; (v) in the opinion of a nationally recognized financial
8 expert, such assignment will not materially adversely affect the security afforded by the
9 provisions of this Contract for the payment of the principal, interest and premium, if any, on the
10 Bonds; and (vi) AMP shall have received an opinion or opinions of counsel of recognized
11 standing selected by AMP stating that such assignment (a) will not adversely affect the pledge
12 and assignment of this Contract or the revenues derived by AMP hereunder (other than the
13 Service Fee) as security for payment of Bonds and the interest thereon, (b) is lawfully permitted
14 under the law of such Participant's domicile state, and (c) will not affect the regulatory or tax
15 status of AMP or any Bonds. Nothing contained in this subsection (C) shall be construed to
16 prevent or restrict such Participant from issuing mortgage revenue bonds (subject to the
17 provisions of subsection (E) of Section 17) secured by a mortgage of the property and revenues
18 of such Participant's Electric System, including a franchise.

19 (D) Each Participant agrees that, prior to any assignment of its rights under this
20 Contract pursuant to subsection (C) of this Section 27, it shall grant to AMP a right of first refusal
21 for a period of not less than 180 days to match any *bona fide* offer for such assignment.

1 **SECTION 28. Beneficiaries.** Subject to the provisions of Section 31, this Contract shall
2 constitute a binding agreement between AMP and each Participant. Other than a trustee or
3 creditor but only to the extent for either specifically set forth in any Trust Indenture in the event
4 of any default under this Contract and as a consequence, a default by AMP under such Trust
5 Indenture, there shall be no third party beneficiaries to this Contract.

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1 **SECTION 29. Survivorship of Obligations.** The termination of this Contract shall not
2 discharge any Party hereto from any obligation it owes to any other Party under this Contract by
3 reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or
4 the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is
5 the intent of the Parties hereby that any such obligation owed (whether the same shall be known
6 or unknown at the termination of this Contract or whether the circumstances, events, or basis of
7 the same shall be known or unknown at the termination of this Contract) shall survive the
8 termination of this Contract.

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SECTION 30. Dispute Resolution.

(A) The Parties agree to negotiate in good faith to settle any and all disputes arising hereunder. Each Participant and AMP Board of Trustees shall participate in any such negotiations.

(B) Good faith mediation shall be a condition precedent to the filing of any litigation in law or equity by any Party against any other Party relating to this Contract except injunctive litigation necessary to solely restrain or cure an imminent threat to the public or employee safety. Before the remedies provided for in this Section 30 may be exercised by any Party, such Party shall give written notice to the other Parties that such Party believes that an event of default or impasse under this Contract may have occurred, specifying the circumstances constituting the event of default or impasse in sufficient detail that the other Parties will be fully advised of the nature of the event of default or impasse. The responding Party shall prepare and serve a written response thereto within ten (10) Business Days of receipt of such notice.

(C) The Parties shall attempt to resolve the controversy by engaging a single mediator, experienced in the subject matter, to mediate the dispute. The mediator shall be mutually selected by the Parties to the controversy and conduct mediation at a location agreed upon by the Parties or absent agreement, by the mediator. Within two (2) Business Days of selection, the mediator shall be furnished copies of the notice, this Contract, response and any other documents exchanged by the Parties. If the Parties and the mediator are unable to settle the same within thirty (30) days from selection, or such other time as the Parties agree, the mediator shall make a written recommendation as to the resolution of the dispute. Each Party, in its sole discretion, shall accept or reject such recommendation in writing within ten (10) Business Days. Should the Parties be unable to agree upon a single mediator within five (5) Business Days of the written response of the responding Party, any Party or the Parties jointly shall petition the Presiding Judge of the Court of Common Pleas of Franklin County Ohio, to appoint a mediator, experienced and knowledgeable in the matters which are the subject of the dispute. Notwithstanding the preceding sentence, the parties reserve the right to file suit or pursue litigation in any court that is otherwise proper with respect to jurisdiction and venue. The Parties' consent to selection of a mediator by the Franklin County Court of Common Pleas shall

SECTION 30

1 not constitute consent to jurisdiction of such court or waiver of defenses as to venue or
2 jurisdiction. The costs of the Mediator and the mediation shall be shared equally by the Parties
3 to the dispute.

4 (D) The Parties may mutually agree to waive mediation or subsequent to mediation
5 waive their right to litigate in Court and, in either case, submit any dispute hereunder to binding
6 arbitration, if permitted by law, before one or more arbitrators pursuant to the Commercial
7 Arbitration Rules of the American Arbitration Association or such other arbitration procedures to
8 which they may agree. Such agreement shall be in writing and may otherwise modify the
9 procedures set forth in this Section 30 for resolving any particular dispute.

10 (E) Nothing in this Section 30 shall be construed to affect jurisdiction or venue over
11 any dispute that is otherwise appropriate under law, except to the extent the Parties mutually
12 arbitrate pursuant to subsection (D) of this Section 30.

1 **SECTION 31. Liability.**

2 (A) AMP shall not be responsible for the receipt, transmission, control, use,
3 application, availability or distribution of electric Capacity and Energy under this Contract
4 beyond any Point of Delivery or Secondary Point of Delivery and shall not, in any event, be
5 liable for damage or injury to any person or property whatsoever arising, accruing, or resulting
6 from, in any manner, the receipt, transmission, control, use, application, availability or
7 distribution of said electric Capacity and Energy beyond the interconnection with another entity
8 of any facilities owned and operated by AMP.

9 (B) No recourse shall be had against any individual member of the Utility Governing
10 Body of any Participant or any individual Member of the AMP Board of Trustees, or their
11 respective representatives, or any officer, employee or other agent of such Participant or AMP,
12 past, present or future, either directly or indirectly, whether by virtue of any penalty or otherwise,
13 for any claim based upon or arising out of this Contract or the obligations of the parties
14 hereunder, all such liability, if any, being by the execution and delivery of this Contract specially
15 waived and released; provided, however, the foregoing shall not relieve any individual from the
16 performance of any official duty imposed by law.

SECTION 32. Term of Contract.

(A) This Contract shall become effective upon the later of (i) its execution and delivery or (ii) the date, not later than October 1, 2016, upon which counterparts of this Power Sales Contract shall have been executed and delivered by which AMP has agreed to sell and Participants to purchase Project Shares totaling in the aggregate an amount not less than 20 MW (or such lesser amount of MW approved by AMP's Board of Trustees) ("Effective Date"); provided, however, that any Member of AMP or other municipal electric systems or joint action agencies comprised of Political Subdivisions that operate Electric Systems that execute this Contract subsequent to the Effective Date may nonetheless become a Participant upon execution so long as the same (a) is not inconsistent with any Trust Indenture or Related Agreement with a Tax Equity Investor and (b) is approved by the Participants Committee and AMP's Board of Trustees and (c) before December 31, 2016 or such later date as approved by AMP's Board of Trustees. Notwithstanding the foregoing and the representations of the Participants herein, in the event it is ultimately determined that any Participant failed duly and validly to execute and deliver this Power Sales Contract or that this Power Sales Contract, or any portion hereof, is invalid or unenforceable with respect to any Participant for any reason whatsoever, such determination shall in no way affect the commencement, term, validity or enforceability of this Power Sales Contract with respect to any other Participant or AMP or relieve any other Participant of its obligations hereunder.

(B) This Contract shall remain in effect until December 31, 2046 or the date upon which the NextEra PPA expires and is not renewed; provided, however such date is not prior to the date the principal of, premium, if any, and interest on all Bonds have been paid or deemed paid in accordance with any applicable Trust Indenture; and (ii) the Participants recommend this Contract be terminated; provided further, however, that if and after any Purchase Option is executed, all Participants shall remain obligated to pay to AMP the costs of terminating, discontinuing, disposing of, and decommissioning the Project except those portions of the Project which AMP, in its sole discretion, elects not to terminate, discontinue, dispose of or decommission in connection with or prior to the termination of this Contract; and provided further, however, that the requirements of subsection (B)(i) of this Section are satisfied. Neither

- 1 termination, cessation of taking Products hereunder, nor expiration of this Power Sales Contract
- 2 shall affect any accrued right, liability or obligation hereunder.

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SECTION 33. Additional Sites and Small Sites and Systems.

(A) Each Participant recognizes that in order to spread risks, pursue economies of scale, maximize efficiencies and provide for additional environmentally desirable solar generation, it is appropriate to pursue through the NextEra PPA, additional Systems at existing Sites or additional sites (“Additional Sites”) on which additional Systems, up to an aggregate total of 80 MW or more, with the approval of the Participants Committee, of Capacity, may be sited to become part of the NextEra PPA and the Project, and that those Additional Sites may include all Small Sites. However, in order to meet the goals described herein, Small Site Hosts must agree to take twice the kW as the installed Capacity generated at their Host Sites and pay the Small Site Adder as described herein.

(B) For such additional Systems and Additional Sites, approval of both AMP and NextEra under the NextEra PPA, on the one hand, and either (i) a Majority of the Participants or (ii) a Super Majority of the Participants Committee, on the other hand, is required. With such approvals, AMP may undertake or cause NextEra to undertake as a part of the Project, the planning, engineering, siting, permitting, licensing, construction and operation or the acquisition of the licenses or rights to the output of one or more Systems on Additional Sites in MW amounts not to exceed a total MW then authorized hereunder. Additional Project Systems which are batteries or other energy storage devices will not be counted toward the 80 MW cap.

(C) Approval of each Additional Site is contingent upon negotiation of terms and conditions acceptable to NextEra of a ground lease and interconnection agreement with the Host Participant for each Additional Site.

(D) AMP shall revise the Appendices hereto to reflect any resulting modified Delivery Points, Secondary Points of Delivery and other relevant information.

SECTION 34. Additional Host Member Provisions

Each Host Member recognizes that as a Host Member it has obligations under its Lease and Interconnection Agreement to DG AMP Solar, LLC, and to the other Participants. Accordingly each Host Member, as a condition of it being approved as a Host Member agrees:

- (i) to honor its obligations under the Lease, and, if the Lease Term is less than the term of this Contract, to either renew the Lease for a period to be not less than this Contract, or pay, for the benefit of the Project, the lesser of (x) two and one-half (2 ½) times the fair market value of the leased premises, (y) the cost to move the Solar Facilities to another location on the Host's Electric System or (z) the value of the actual loss of that Systems production to the Project;
- (ii) to fulfil its obligations under the Lease and Interconnection Agreement, to reasonably assist in AMP fulfilling its obligations under the NextEra PPA and further in the event the Host Member acted recklessly, willfully or wantonly to break any obligation under the Lease or Interconnection Agreement that results in the Project or AMP incurring costs or expenses, that the Host Member will be solely responsible for such costs or expenses;
- (iii) to reasonably assist AMP and DG AMP Solar LLC to support any applications for tax abatements or the like for the Site or System located thereon;
- (iv) to reasonably cooperate on needed review and approval of Site and System Design and construction plans;
- (v) to provide construction and other electric service to the Site and System, such kWh to be repaid to the Host via netting from System output after Commercial Operation in the manner set forth in the NextEra PPA;
- (vi) to provide Site security as set forth in Section 5.10 of the NextEra PPA;
- (vii) to not voluntarily permit any interference with Insolation on and at the Host Member's Site, and to not construct or permit to be constructed any structure on the Site that would adversely affect Insolation levels, or permit the growth of

1 foliage that could adversely affect Insolation levels. The Host Member shall be
2 solely responsible for any costs or expenses incurred by the Project or AMP due to
3 reckless, willful or wanton breaks of this commitment;

4 (viii) to the extent required by the Lease or Interconnection Agreement, to approve an
5 assignment of such Lease or Interconnection Agreement to AMP in the event that
6 this Contract continues after the termination of the NextEra PPA; and

7 (ix) to reimburse AMP or the Project for any real property taxes paid in connection with
8 the Site, except for any such taxes allocable to the System.

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1 **SECTION 35. Counterparts.**

2 This Contract may be executed and delivered in counterparts, each of which shall for all
3 purposes be treated as the original hereof and all of which shall constitute a single agreement.

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1 **SECTION 36. Other Agencies.** AMP and the Participants recognize that certain
2 Participants are, as of the Effective Date, and may continue to be or in the future may become
3 members of other joint action agencies. AMP may enter into Related Agreements with such
4 Participants and such agencies, pursuant to which such agencies may, by written agreement
5 with AMP or between such agency and/or such agency's member Participants, act on behalf of
6 its members or such Participants for the purposes of this Contract; provided, however, that
7 nothing in such Related Agreements shall relieve any Participant of any obligation incurred
8 hereunder.

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1 **SECTION 37. Project Share Allocation.**

2 (A) In order to spread risks, pursue economies of scale, maximize efficiencies and
3 provide for additional environmentally desirable solar generation, the Project Shares shall not be
4 less than the following amounts in kW:

5 (1) The minimum Project Shares for Participants hosting a Small Site shall be not
6 less than twice the installed capacity measured in kW of such Small Site.

7 (2) The minimum Project Shares for Participants hosting a Site that is not a Small
8 Site shall not be less than the lesser of (i) one half of the installed capacity value of the
9 System(s) at such Site or (ii) the Forecasted Need in Kw, unless such requirement
10 waived by the Participants Committee.

11 (B) As soon as practical after the Effective Date of this Contract, there shall be an initial
12 meeting of the Participants held at a time and place determined by AMP. Notice for such
13 meeting shall be given to each Participant in writing delivered via U.S. mail or, at AMP's option,
14 sent by electronic means, not less than seven (7) days prior to such meeting. In addition to
15 such other business that shall properly be determined by the Participants at such meeting in
16 accordance with the Regulations, the Participants shall adopt at such meeting (or at a later
17 meeting called for such purpose at such time) an initial allocation of Project Shares among the
18 Participants with due regard to, among other things, the total kW available and the amount
19 requested by each Participant; provided, however, that in no case shall a Participant be
20 allocated a Project Share greater than any maximum amount specified by such Participant
21 pursuant to the legislative action by such Participant's Utility Governing Body authorizing
22 execution of this Power Sales Contract. Such finalized Project Shares, as adopted, shall be
23 reflected on a revised Appendix A and shall total one hundred percent (100%) of Project
24 Shares.

25 (C) If additional Participants are added to the Project pursuant to Section 33, the Project
26 Shares shall be reallocated accordingly and the requests of the Participants for the same will be
27 determined in accordance with methodologies contained herein and as approved by the

- 1 Participants Committee; provided, however, that no Participant shall be allocated a Project
- 2 Share greater than that authorized by such Participant's Utility Governing Body.

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A CUSTOMIZED EXECUTION COPY WILL BE FORWARDED FOR EXECUTION.

The undersigned Participant requests a Project Share of up to the kW amount noted below.
Should the undersigned Participant request to host a Site such Participant shall indicate such below.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officers respectively, being thereunto duly authorized, and their respective corporate seals, if any, to be hereto affixed.

AMERICAN MUNICIPAL POWER, INC.	OF _____, _____
By _____ Marc S. Gerken, P.E. President/CEO	By _____ Name: _____ Title: _____
Approved as to form: _____ John W. Bentine Senior Vice President/General Counsel	Address for receipt of notice: _____ _____ _____ Attn: _____ Email: Approved as to form: _____ Name: _____ Title: _____
	Participant requests a Project Share of up to [_____] kW. Participant requests to Host a Solar Site. Yes <input type="checkbox"/> No <input type="checkbox"/>

APPENDICES
TO
POWER SALES CONTRACT
REGARDING THE
AMP SOLAR PROJECT II

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APPENDIX A

**SCHEDULE OF PARTICIPANTS
AND PROJECT SHARES**

(Preliminary)

**APPENDIX A
AMP SOLAR PROJECT II
SCHEDULE OF PARTICIPATING MEMBERS**

PROJECT SHARE
(Preliminary)

Site	Tier	Capacity (AC) - MW
Bowling Green	1	20.0
Coldwater	1	1.2
Front Royal	1	2.5
Marshallville	1	0.7
Prospect	1	0.21
Smyrna	1	1.1
Bedford	2	3.2
Brewster	2	1.9
Dover	2	3.3
St. Marys	2	7.2
Versailles	2	0.7
BGSU	2	1.2
Shelby	2	2.6
Danville - Jones Crossing	2	6.0
Danville - Kentuck Church Road	2	3.3
Deshler	2	0.9
Elmore	2	0.6
Haskins	2	0.7
Jackson	2	3.8
Lakeview	2	0.9
Lewes	2	0.5
Middletown - Industrial Road	2	0.4
Middletown – Levels Road	2	1.7
Orrville	2	4.5
Piqua	2	1.8
Quakertown	2	1.7
Schuylkill Haven	2	1.6
Jackson Center	2	1.7
CVEC – Appomattox*	2	2.5
CVEC – Palmyra*	2	2.4
TOTAL	30	80.3

*Under separate CVEC PPA

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APPENDIX B

AMP SOLAR PROJECT II

RATE SCHEDULES

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EFFECTIVE _____

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1. Applicability and Availability. This rate schedule is solely applicable to and available for the Participants under the terms and conditions of the AMP Solar Project II Power Sales Contract.
2. Billed Capacity. The Billed Capacity Charge in each billing period shall be the allocation of the Project Shares in kilowatts (kW) assigned to the Participants as set forth opposite their names in Appendix A.
3. Billing Energy. The Billing Energy in each billing period shall be the respective Participant's scheduled or actual, as appropriate, delivery of its Project Share in kilowatt-hours (kWh) at the Delivery Point.
4. Rates and Charges. The charges for each billing period shall be determined as follows:
 - a) Demand Charge (which may be called Capacity Charge). The Demand Charges shall include all project related fixed charges associated with supply and delivery of power and energy to the Delivery Point, including, but not limited to, debt service collections needed to fulfill all financing requirements, fixed maintenance expenses as designated in the project annual budget and any adjustments required to true up for prior periods. The rate for the Demand Charge will be established annually as a result of the project budget, which may be amended from time to time in accordance with this Power Sales Contract.
 - b) Energy Charge. The Energy Charge shall include all project related variable charges associated with supply and delivery of power and energy to the Delivery Point including, but not be limited to, all variable operating expenses as designated in the project annual budget and any adjustments required to true up for prior periods as well as charges or credits associated with moving energy from the Project sites to the Project Aggregate LMP. The rate for the Energy Charge will be established monthly as a result of the actual and/or estimated project variable expenses incurred in the operating month. At such time as the Outstanding Balance of the Prepayment Amount that AMP paid to NextEra pursuant to the NextEra PPA is zero dollars (\$0) and the debt service on all Bonds has been paid in full, the Energy Charge shall \$17.50/MWh for all Energy produced by the Project Systems.

**APPENDIX B-1
AMP SOLAR PROJECT II
RATE SCHEDULE**

- 1 c. Net Congestion, Losses, and FTR Charge. The Net Congestion, Losses and FTR Charge
2 shall include all costs and credits associated with delivery of power and energy from the
3 Delivery Point to the Secondary Point of Delivery including, but not limited to, marginal
4 losses, marginal congestion, FTR purchase costs, FTR congestion credits and
5 Supplemental Transmission Service charges.
- 6 d) Capacity Credit. The Capacity Credit shall include all capacity related credits associated
7 with delivery of power and energy under this Contract.
- 8 e) Transmission Credit. Transmission Credit shall include all transmission related credits
9 associated with delivery of power and energy under this contract including, but not limited
10 to, NITS credits.
- 11 f) Environmental Attributes Credit. To the extent that AMP is entitled to such Environmental
12 Attributes under the NextEra PPA, and provided that the Participant has not elected to
13 have the Environmental Attributes transferred to such Participant, the Environmental
14 Attributes Credit shall include Participant's Project Share of all net proceeds from the sale
15 of Project generated Environmental Attributes (rounded to the nearest MWh).
- 16 g) Power Cost Adjustment. Power Cost Adjustment shall include any and all out of period
17 adjustments not covered in the above that are required to assure that the total costs
18 invoiced for power and energy delivered under this contract are equal to the expenses
19 incurred in providing the power and energy as further set forth in Section 1 and herein.
- 20 h) Service Fee. In addition to the Base Charges and Supplemental Transmission Service
21 Charges, each Participant shall also pay the Service Fee as defined in the PSC.
- 22 i) Small Site Adder. For Solar Sites of 200 kW or less, the Host Participant shall pay the
23 Small Site Adder as defined in the PSC.
- 24 7. Late Payment Charge will be assessed as set forth in Section 5 of this Contract.
- 25 8. Billing Period. The Billing Period shall be Monthly or such other period determined in accordance
26 with Section 5 of the Solar PSC.

EXAMPLE OF THE CALCULATION OF PROJECT AGGREGATE LMP

Project Rates

- Delivery will be to the Project Aggregate LMP
- Each Participant receives their Project Share of the Project Capacity and Energy
- Each Participant pays their own congestion and losses from the Delivery Point to the participant load point

Project Billing

- All Sites' output settled hourly in total
- All Participants receive their Project Share of the hourly output
- Source is Project Aggregate LMP = production weighted average LMP
- Sink is Participant load point


Sample calculation of Project Aggregate LMP

Generation				
		MW Production	LMP (DA)	Gross Congestion Credit
HE 10:00 AM	Site A	6	\$32.00	\$192.00
HE 10:00 AM	Site B	2	\$40.00	\$80.00
	Total Production	8		\$272.00
			Divided by Total Production	8
			HE 10:00 AM Project Aggregate LMP	\$34.00
Delivered Energy				
		Project Aggregate LMP	Load Point LMP	Invoiced Congestion Rate \$/MWh
HE 10:00 AM	Member A	\$34.00	\$32.00	(\$2.00)
HE 10:00 AM	Member B	\$34.00	\$40.00	\$6.00
HE 10:00 AM	Member C	\$34.00	\$32.00	(\$2.00)
HE 10:00 AM	Member D	\$34.00	\$36.00	\$2.00

**APPENDIX B-3
AMP SOLAR PROJECT II
RATE SCHEDULE**

1

SAMPLE MONTHLY INVOICE CALCULATION


INVOICE			
	AMERICAN MUNICIPAL POWER, INC.		INVOICE NUMBER: 184422
	1111 Schrock Rd, Suite 100		INVOICE DATE: 11/12/2014
	COLUMBUS, OHIO 43229		DUE DATE: 11/28/2014
	PHONE: (614) 540-1111		TOTAL AMOUNT DUE: \$16,345.96
	FAX: (614) 540-1078		CUSTOMER NUMBER: 6010
		CUSTOMER P.O. #: 1999000	
Municipal Name Municipal Contact Municipal Address Municipal City, State, Zip		PLEASE WRITE INVOICE NUMBER ON REMITTANCE AND RETURN YELLOW INVOICE COPY, MAKE CHECK PAYABLE TO AMP	
<hr/>			
Municipal Power Invoice			
Total Power Charges:			\$16,259.66
Total Other Charges:			\$86.30
Total Miscellaneous Charges:			\$0.00
Grand Total Power Invoice:			\$16,345.96
<hr/>			
INVOICE Detail			
DETAIL INFORMATION OF POWER CHARGES October , 2014			
Municipal Name			
FOR THE MONTH			
OF: October, 2014			
Municipal Resources			
AMP Solar Project			
Demand Charge:	\$17.267000	/ kW * 1,000 kW =	\$17,267.00
Energy Charge:	\$0.000000	/ kWh * 148,800 kWh =	\$0.00
Net Congestion, Losses, FTR:	-\$0.002000	/ kWh * 148,800 kWh =	-\$297.60
Capacity Credit:	\$0.674710	/ kW * -1,000 kW =	-\$674.71
Transmission Credit:	\$0.035030	/ kW * -1,000 kW =	-\$35.03
Power Cost Adjustment			\$0.00
Subtotal			\$16,259.66
OTHER CHARGES:			
Service Fee Part B.			
Energy Purchases	\$0.000580	/kWh * 148,800 kWh =	\$ 86.30
TOTAL OTHER CHARGES:			\$86.30
MISCELLANEOUS CHARGES:			
TOTAL MISCELLANEOUS CHARGES:			\$0.00
GRAND TOTAL POWER INVOICE:			\$16,345.96

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**APPENDIX B-3
AMP SOLAR PROJECT II
RATE SCHEDULE**

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SMALL SOLAR SITE EXAMPLE

-----INVOICE-----				
	AMERICAN MUNICIPAL POWER, INC.	INVOICE NUMBER:	184422	
	1111 Schrock Rd, Suite 100	INVOICE DATE:	11/12/2014	
	COLUMBUS, OHIO 43229	DUE DATE:	11/28/2014	
	PHONE: (614) 540-1111	TOTAL AMOUNT DUE:	\$3,777.63	
	FAX: (614) 540-1078	CUSTOMER NUMBER:	6010	
		CUSTOMER P.O. #:	1999000	
Municipal Name Municipal Contact Municipal Address Municipal City, State, Zip	PLEASE WRITE INVOICE NUMBER ON REMITTANCE AND RETURN YELLOW INVOICE COPY. MAKE CHECK PAYABLE TO AMP			
<hr/>				
Municipal Power Invoice				
Total Power Charges:				\$3,756.46
Total Other Charges:				\$21.17
Total Miscellaneous Charges:				\$0.00
Grand Total Power Invoice:				\$3,777.63
-----INVOICE Detail-----				
DETAIL INFORMATION OF POWER CHARGES October, 2014 Municipal Name FOR THE MONTH OF: October, 2014				
Municipal Resources				
AMP Solar Project				
Demand Charge:	\$17.267000	/ kW *	200 kW =	\$3,453.40
Energy Charge:	\$0.000000	/ kWh *	36,500 kWh =	\$0.00
Net Congestion, Losses, FTR:	-\$0.002000	/ kWh *	36,500 kWh =	-\$73.00
Capacity Credit:	\$0.674710	/ kW *	-200 kW =	-\$134.94
Transmission Credit:	\$0.035030	/ kW *	-200 kW =	-\$7.01
Small Site Adder:	\$5.180100	/ kW *	100 kW =	\$518.01
Power Cost Adjustment				\$0.00
	Subtotal	\$0.102917 / kWh *	36,500 kWh =	\$3,756.46
OTHER CHARGES:				
Service Fee Part B.				
Energy Purchases	\$0.000580	/kWh *	36,500 kWh =	\$21.17
TOTAL OTHER CHARGES:				\$21.17
MISCELLANEOUS CHARGES:				
TOTAL MISCELLANEOUS CHARGES:				\$0.00
GRAND TOTAL POWER INVOICE:				\$3,777.63

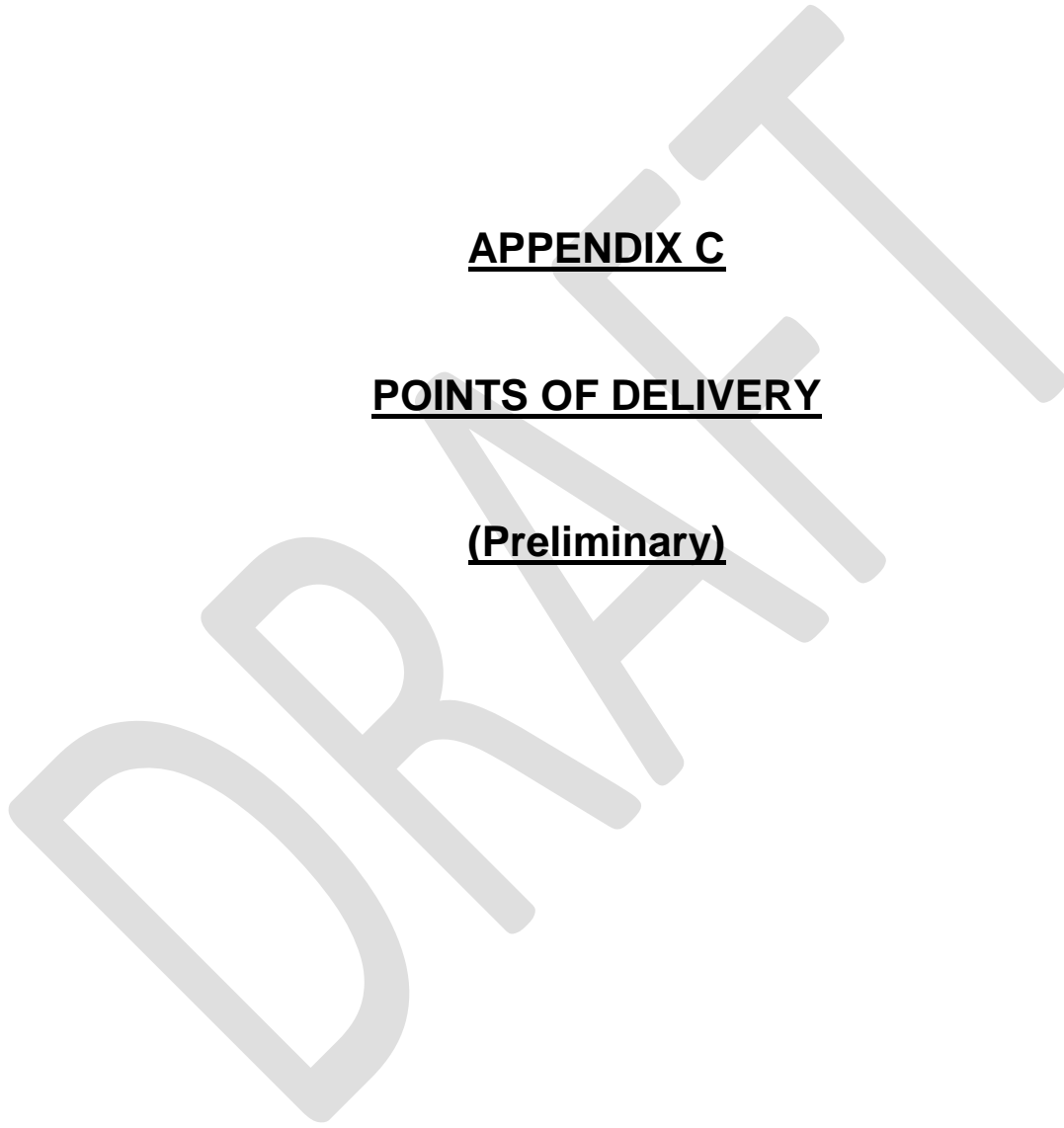
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APPENDIX C

POINTS OF DELIVERY

(Preliminary)



**APPENDIX C
AMP SOLAR PROJECT II
POINTS OF DELIVERY**

Points of Delivery

(Preliminary)

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The Delivery Point for billing purposes for all Project Participants shall be the Project Aggregate LMP that has a calculated LMP value equal to the production weighted average LMP for all Solar Sites. The actual physical Points of Delivery shall be the “Delivery Point” as defined in the NextEra PPA – at the meter - unless the same is modified in writing by the parties and are as set forth below.

Participant	Site	Delivery Point	Interconnection Voltage
Coldwater	Coldwater, MI	Coldwater Distribution System	13.8 kV
DEMEC	Smyrna, DE	Smyrna Distribution System	24.97 kV
Bowling Green	Bowling Green, OH	Bowling Green Distribution System	69 kV
Front Royal	Front Royal, VA	Front Royal Distribution System	13.2 kV
Prospect	Prospect, OH	Prospect Distribution System	4.16 kV
Marshallville	Marshallville, OH	Marshallville Distribution System	13.2 kV
	[REST TO COME]		

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SECONDARY POINTS OF DELIVERY

Each Participant's point of interconnection with the RTO when and if secondary Points of Delivery are required or are reasonable.

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APPENDIX D

PROJECT DESCRIPTION

(AS OF DECEMBER 31, 2015)

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AMP SOLAR PROJECT II

- 1
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- 5 A. Coldwater, Michigan
- 6 Up to 990 kW of solar electric generation to be sited in Coldwater, Michigan and
7 interconnected with Coldwater's electric utility system at 77 Hooker Street, and operated
8 as behind the meter generation.
- 9 B. Smyrna, Delaware
- 10 Up to 1088 kW of solar electric generation to be sited in Smyrna, Delaware and
11 interconnected with Smyrna's electric utility system at 250 Artisan Drive, and operated as
12 behind the meter generation.
- 13 C. Bowling Green, Ohio
- 14 Up to 20,000 kW of solar electric generation to be sited in Bowling Green, Ohio and
15 interconnected with Bowling Green's electric utility system at [address not yet assigned,
16 near 16760 Carter Road] and operated as behind the meter generation.
- 17 D. Front Royal, Virginia
- 18 Up to 2,475 kW of solar electric generation to be sited in Front Royal, Virginia, and
19 interconnected with Front Royal's electric utility system at [address not yet assigned, near
20 730 Manassas Avenue] and operated as behind the meter generation.
- 21 E. Prospect, Ohio
- 22 Up to 208 kW of solar electric generation to be sited in Prospect, Ohio, and
23 interconnected with Prospect's electric utility system at [address not yet assigned, near 9
24 Prospect Drive] and operated as behind the meter generation.
- 25 F. Marshallville, Ohio

**APPENDIX D
AMP SOLAR PROJECT II
PROJECT DESCRIPTION**

Up to 720 kW of solar electric generation to be sited in Marshallville, Ohio, and interconnected with Marshallville’s electric utility system at [address not yet assigned, near 8705 Mount Eaton Road] and operated as behind the meter generation.

G. The following potential sites have been initially studied and were included in the Addendum to the Leidos Feasibility Study.

Potential Site Name	State	AC kW
Bedford	VA	2,480
Bowing Green –Bowling Green State University (North)	OH	1,100
Bowling Green - Gallier Road	OH	19,800
Coldwater	MI	1,210
Deshler	OH	740
Dover	OH	2,200
Elmore	OH	500
Front Royal	VA	2,480
Haskins	OH	500
Jackson	OH	3,300
Jackson Center	OH	1,380
Marshallville	OH	1,100
Orrville	OH	4,130
Piqua	OH	1,740
Prospect	OH	600
Schuylkill Haven	PA	1,100
Shelby	OH	1,620
Smyrna	DE	1,090
St. Marys	OH	6,330
Versailles	OH	520
Total		53.89

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APPENDIX E

DEVELOPMENT COSTS

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**APPENDIX E
AMP SOLAR PROJECT II
DEVELOPMENT COSTS**

1 Development Costs of \$XXX to be recovered and financed in a manner approved by the Participants
2 Committee.

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APPENDIX F

RELATED AGREEMENTS

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**APPENDIX F
AMP SOLAR PROJECT II
RELATED AGREEMENTS**

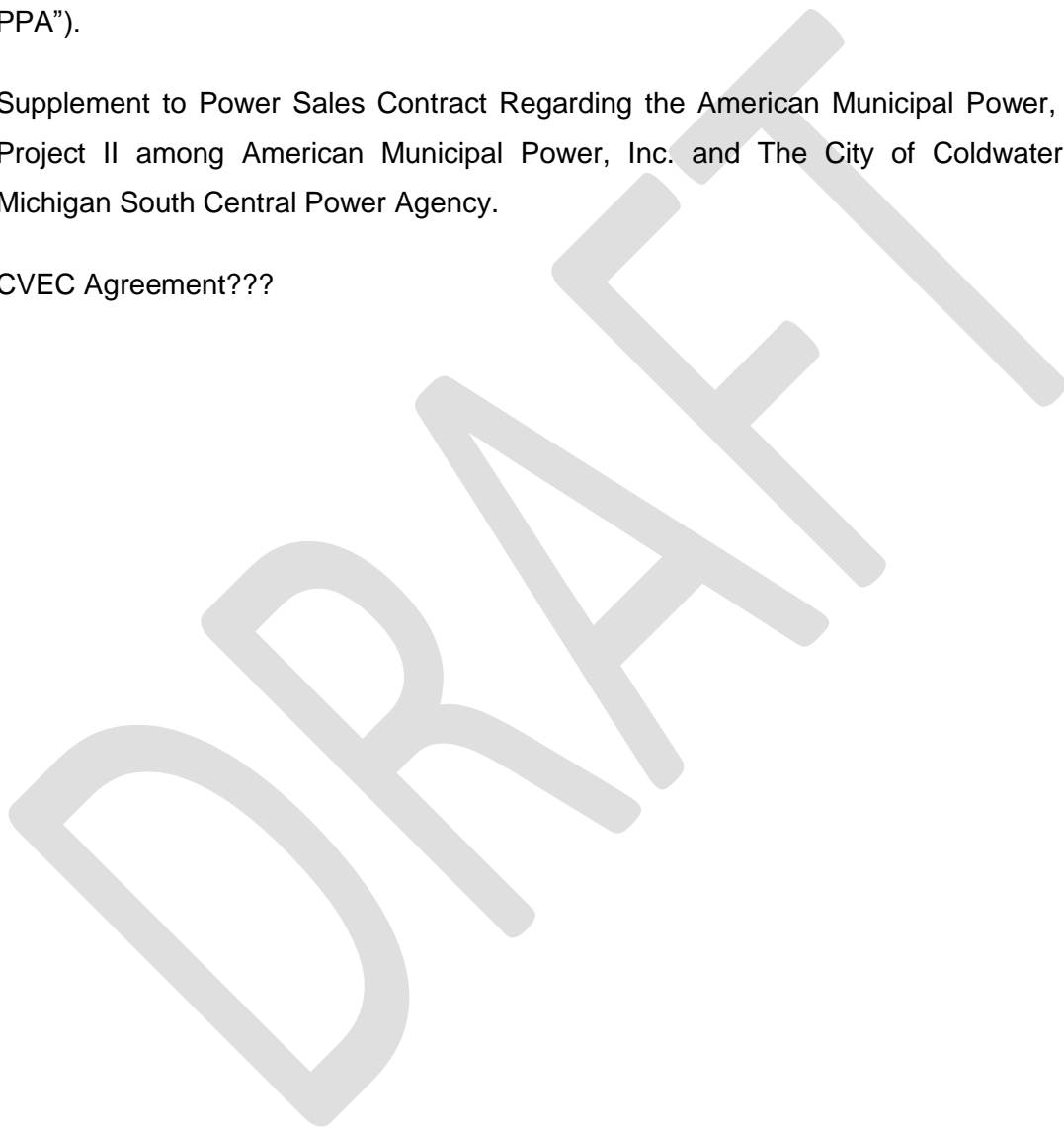
1 **Related Agreement(s) – Copy Available Upon Request:**

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3 1. Solar Power Purchase Agreement, (AMP Contract No. _____) between AMP and
4 NextEra Energy Resources Project Company (“NextEra”), for the purchase of up to 80 MWs (AC)
5 or more of solar generated renewable electric Capacity and associated Energy (the “NextEra
6 PPA”).

7 2. Supplement to Power Sales Contract Regarding the American Municipal Power, Inc. AMP Solar
8 Project II among American Municipal Power, Inc. and The City of Coldwater, Michigan and
9 Michigan South Central Power Agency.

10 3. CVEC Agreement???



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APPENDIX G

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TRUST INDENTURE

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1 **ROBERT W. TRIPPE, CHIEF FINANCIAL OFFICER OF AMP, PREPARED THIS INTRODUCTION TO**
2 **THE MASTER TRUST INDENTURE TO PROVIDE INFORMATION AS TO THE PRELIMINARY AMP**
3 **SOLAR PROJECT II FINANCING PLAN. IT IS NOT A PART OF APPENDIX G AND IS PROVIDED**
4 **FOR INFORMATIONAL PURPOSES ONLY.**

5 *Following this introductory memorandum is the form of the Master Trust Indenture (“MTI”) that*
6 *AMP expects to execute and deliver to secure its obligations to repay moneys it borrows and other*
7 *indebtedness, secured by the Power Sales Contract, it incurs to provide permanent financing for AMP*
8 *Solar Project II and, from time to time, various improvements thereto.*

9 Written on or about _____, 2015 this memorandum and accompanying draft
10 MTI, which is similar to the MTIs for other AMP projects, assume that AMP will obtain

11 First, interim financing for AMP Solar Project II by draws on the line of credit available to
12 AMP under the terms of its current Credit Agreement with interest likewise paid (capitalized) from
13 draws on the line, and

14 Second, a public offering of long-term Bonds in the capital markets.

15 Given (i) the uncertainty as to the ultimate capacity of this Project – ____MW, ____ MW or the
16 maximum ____ MW and the corresponding principal amount of Bonds to be issued (up to \$____
17 _____), both substantially less than in the case of AMP’s major projects mentioned above and (ii)
18 AMP’s expectation (but not guarantee) that AMP will obtain an reallocation of “New” Clean Renewable
19 Energy Bonds authority, with the anticipated result that the lenders for this Project will either receive
20 credits against their federal income tax liability or AMP will receive a federal subsidy equal to up to 70%
21 of interest payable on the New CREBs if the amount of such interest were determined by reference to
22 the applicable tax credit rate under Section 54A(b)(3) of the Internal Revenue Code, as amended, AMP
23 and the Participants may well be better served by privately placing the Bonds with one or more
24 institutional lenders (banks, insurance companies, etc.). Any such private placement may result in
25 substantial changes to the appended form of the MTI and the precise amount of the federal subsidy
26 cannot be determined at this time because the subsidy is based upon rate determined on the date of
27 pricing and is currently reduced due to the effects of the sequester established by the Budget Control Act
28 of 2011. Such a placement could also result in multiple issuances and closings as Additional Sites are
29 identified.

30 Please contact me at AMP with any questions you may have regarding AMP’s plan of finance or
31 the MTI.

32 Robert W. Trippe

33 AMP Senior Vice President Finance

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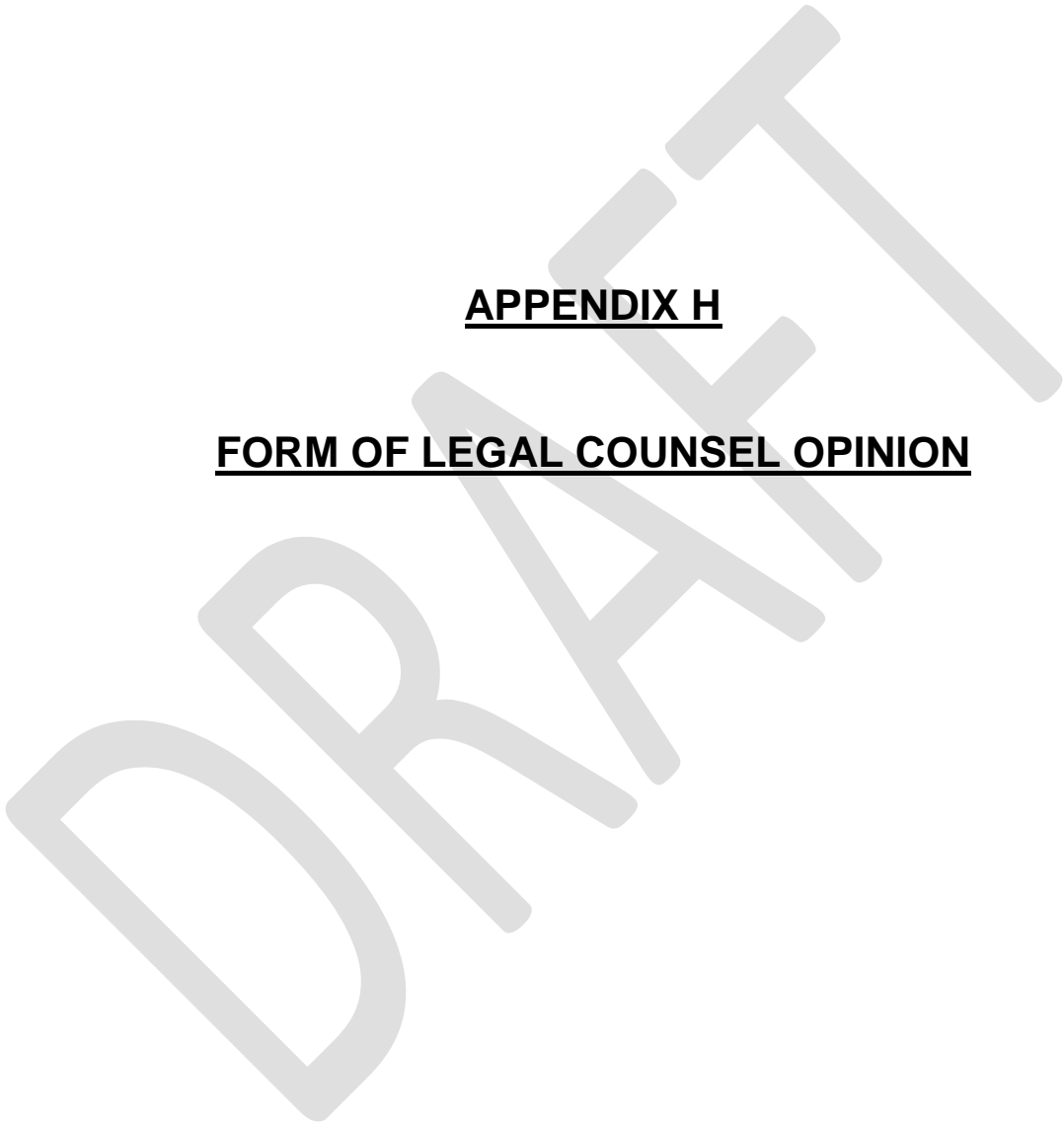
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APPENDIX H

FORM OF LEGAL COUNSEL OPINION



**APPENDIX H
AMP SOLAR PROJECT II
FORM OF LEGAL COUNSEL OPINION**

FROM DOCUMENT #4844-8181-7879

**[For any questions or an electronic copy of this document, please contact
John Bentine at 614-540-6401 or jbentine@amppartners.org or
Barbara Johnson at 614-540-6408 or bjohnson@amppartners.org.]**

[TO BE RECEIVED FROM PARTICIPANT COUNSEL]

_____, 2016

John W. Bentine
Senior Vice President and General Counsel
American Municipal Power, Inc.
1111 Schrock Rd.
Columbus, OH 43229

Re: Legal Opinion Pertaining to AMP Solar Project II

Dear Mr. Bentine:

We have acted as counsel to _____, _____ (“Participant”) in connection with its authorization of the Power Sales Contract (“PSC”) regarding the American Municipal Power, Inc. (“AMP”) Solar Project II between AMP and Participant.

In so acting and for purposes of rendering the opinions hereinafter set forth, our examination of documents has been limited to the examination of originals or copies of the following:

1. The PSC;
2. The laws and constitution of the State/Commonwealth of _____;
3. Any relevant ordinance and/or charter provisions of Participant;
4. Outstanding instruments relating to bonds, notes or other indebtedness of, or relating to, Participant’s operations and its electric system; and,
5. The existence of any pending or threatened litigation or other proceedings.
6. The Renewable Solar Energy Power Purchase Agreement, (AMP Contract No. _____) between AMP and NextEra Energy Resources Project Company

("NextEra"), for the purchase of up to 80 MWs (AC) of solar generated renewable electric Capacity and associated Energy (the "NextEra PPA").

For purposes of this opinion, we have not reviewed any documents other than the documents listed in Paragraphs (1) through (6) above. In particular, we have not reviewed any document (other than the documents listed in Paragraphs (1) through (6) above) that is referred to in or incorporated by reference into any document reviewed by us, and we have assumed that there exists no provision in any document that we have not reviewed that is inconsistent with the opinions stated herein. We have conducted no independent factual investigation of our own but rather have relied solely upon the foregoing documents, the statements and information set forth therein, and the additional matters recited or assumed herein, all of which we have assumed to be true, complete and accurate in all material respects.

With respect to all documents examined by us, we have assumed that: (i) all signatures on documents examined by us are genuine; (ii) all documents submitted to us as originals are authentic; and (iii) all documents submitted to us as copies conform with the originals of those documents.

Capitalized terms used but not defined herein have the meanings given them in the PSC.

Based upon the foregoing, and subject to the assumptions, qualifications, limitations and exceptions set forth herein, we are of the opinion that:

1. Participant is duly created and validly existing pursuant to the Constitution and laws of the State of _____;
2. Participant has full legal right and authority to enter into the PSC, to carry out its obligations thereunder and to furnish to its customers the capacity and energy associated with its Project Share of the output;
3. The governing body which has the requisite authority to authorize an appropriate officer of Participant to execute and deliver the PSC in the name of, and on behalf of, Participant is the _____ of _____, _____. The _____ duly approved the PSC and authorized its execution and delivery on behalf of Participant by legislative action duly and lawfully adopted at a meeting or

meetings duly called and held pursuant to any necessary public notice at which any necessary quorums were present and acting throughout. Such legislative action has become effective.

4. The PSC has been duly authorized, executed and delivered on behalf of Participant by the appropriate officers of Participant pursuant to legislative action authorizing or directing the same;
5. Participant has full power and authority to fix, charge, collect and revise the rates charged to its electric utility customers for Participant's Project Share of the capacity and energy purchased by Participant under the PSC;
6. The obligation of the Participant to make payments to AMP pursuant to the PSC is a "take and pay" obligation of Participant payable as an operating expense of its electric system (except to the extent, if any, set forth on Appendix K of the PSC) and from the revenues thereof, as set forth in the PSC;
7. The execution and delivery of the PSC by Participant and the performance by Participant of its obligations thereunder do not contravene in any material respect any applicable resolution, ordinance or charter provision, or any order, injunction, judgment, decree, rule or regulation of any court or administrative agency having jurisdiction over Participant or its property or, in any material respect, result in a breach or violation of any of the terms and provisions of, or constitute a default under, any bond ordinance, trust agreement, indenture, mortgage, deed of trust or other agreement to which Participant is a party or by which it or its property is bound and relating to Participant's electric system;
8. Except to the extent, if any, set forth on Appendix K, there is no litigation or other proceedings pending or threatened against Participant in any court, regulatory agency or other tribunal of competent jurisdiction (either local, State or Federal) questioning the creation, organization or existence of Participant or its electric system or the validity, legality or enforceability of the PSC or the Full Requirements Agreement; and,

9. The PSC represents valid, binding legal obligations enforceable against Participant and the respective Participating Members in accordance with their respective terms the enforceability thereof may be limited by: (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, fraudulent transfer and similar laws relating to or affecting the rights and remedies of creditors generally; and (ii) principles of equity (regardless of whether considered and applied in a proceeding in equity or at law).

With respect to the existence of (i) litigation, and (ii) orders, injunctions, judgments, or decrees of any court or administrative agency having jurisdiction over Participant or its property in each case relating to Participant's electric system or its operation and for purposes of the opinions expressed in paragraphs 6 and 7 above, we have relied solely upon written representations of the appropriate officers of Participant and/or the Utility Governing Body or the attached opinion of other counsel.

We are admitted to practice law in the State of _____. The opinions herein expressed are limited in all respects solely to the matters governed by the internal laws of the State of _____ and Federal law (excluding matters subject to the jurisdiction of the Federal Energy Regulatory Commission), and with regard solely to Opinion 11 above, a matter of Federal tax law.

The opinions in this letter are limited to the matters set forth herein. No opinion may be inferred or is implied beyond the matters expressly stated in this letter and the opinions in this letter must be read in conjunction with the assumptions, qualifications and limitations set forth herein. We assume no obligation to update or supplement this opinion to reflect any facts or circumstances which may hereafter come to our or any changes in the laws which may hereafter occur.

This opinion letter may be relied upon only by: (i) the addressee, its successors and assigns, and only in connection with the matters set forth herein; and (ii) counsel to AMP solely for purpose of furnishing their opinions respecting the validity of the PSC. Neither the addressee nor counsel to AMP may rely on this opinion letter for any other purpose, and no other person may rely upon this opinion without the prior written consent of this Firm, nor may this opinion

letter be referred to, or described, furnished or quoted to any other firm, person or entity without the prior written consent of this Firm.

Very truly yours,

[LEGAL FIRM]

[NAME]

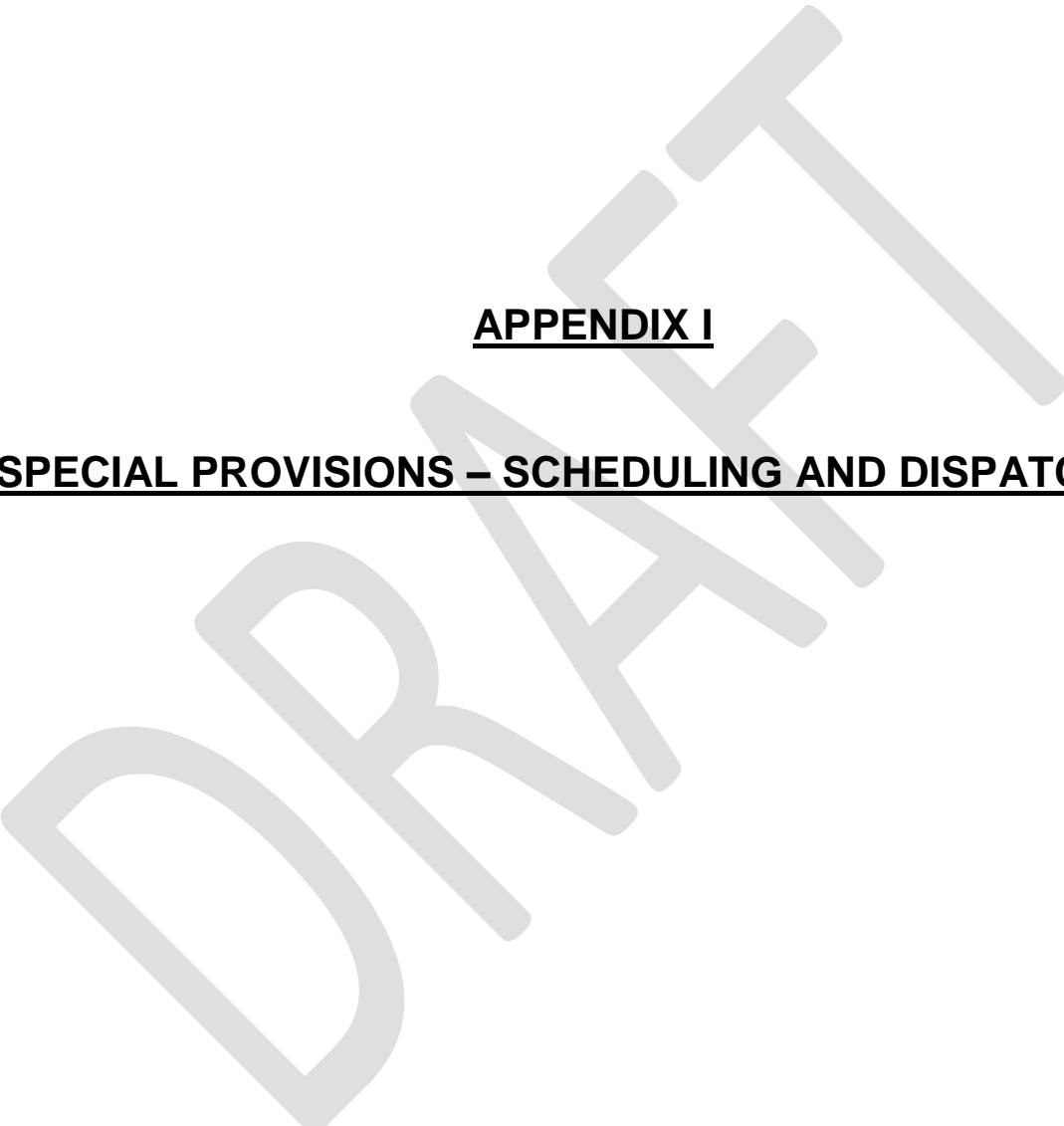
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APPENDIX I

SPECIAL PROVISIONS – SCHEDULING AND DISPATCHING



APPENDIX I
AMP SOLAR PROJECT II
SPECIAL PROVISIONS – SCHEDULING AND DISPATCHING

1 Each Participant recognizes that solar generation is not amenable to scheduling or dispatching.
2 Accordingly, each Participant shall be entitled to receive for each hour when and if available, Capacity
3 and Energy up to Participant's Project Share and shall take each such hour, at the Delivery Point, the
4 amounts available. Should conditions change which render Project energy subject to scheduling or
5 dispatch (such as the addition of battery or other energy storage devices as Project Systems), AMP may
6 modify this Appendix if it deems prudent to do so.

7 Unless otherwise agreed in accordance with Section 6 of the Power Sales Contract, to the extent
8 necessary or convenient, AMP shall act as the scheduling agent for AMP Solar Project II; output and will
9 ensure, to the extent required, that day-ahead schedules are submitted in accordance with the then
10 effect RTO day-ahead scheduling requirements. As of _____, the day-ahead RTO
11 scheduling deadlines are: PJM 12:00 p.m. (Noon) Eastern Prevailing Time (EPT); MISO 11:00 a.m.
12 Eastern Standard Time (EST).

13 As scheduling agent for the Participants, AMP will ensure that the deliveries to or on behalf of
14 each Participant respects the physical limitations of the Project as well as any limitations imposed under
15 the Project interconnection agreements with the Host Participants, NERC reliability standards, the
16 Regional Entity reliability standards, or the MISO and/or PJM RTO Tariffs or other currently effective
17 operating rules of the rules of any successor organization(s). To the extent that the planned scheduled
18 deliveries must be modified to accommodate any such limitation, AMP will, as necessary, adjust the
19 Participants' up or down on an appropriate basis.

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APPENDIX J

NOTICES

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**APPENDIX J
AMP SOLAR PROJECT II
NOTICES**

1 For AMP:
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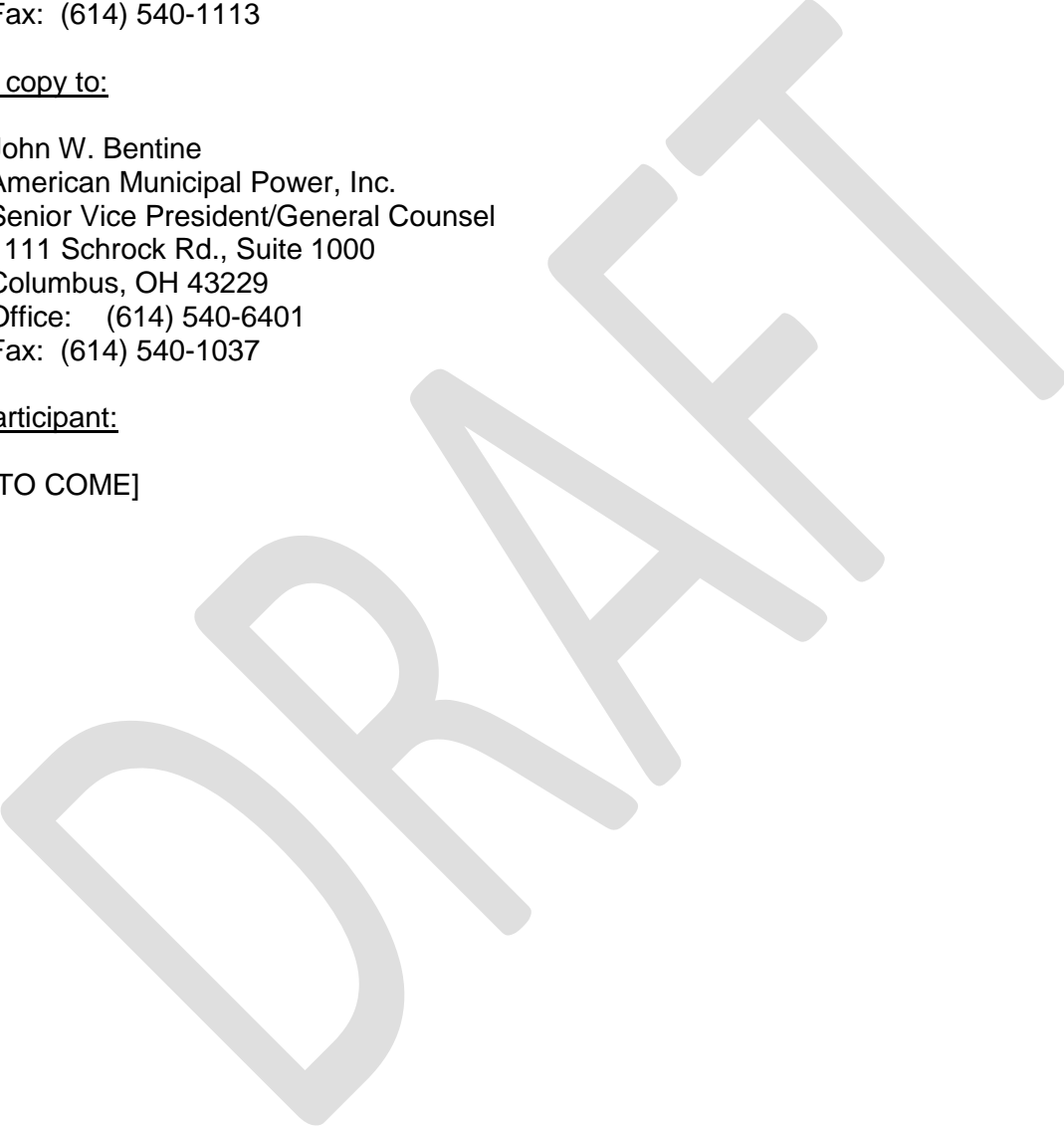
3 Marc S. Gerken, P.E.
4 President / CEO
5 American Municipal Power, Inc.
6 1111 Schrock Rd., Suite 1000
7 Columbus, OH 43229
8 Office: (614) 540-1111
9 Fax: (614) 540-1113

10
11 With a copy to:
12

13 John W. Bentine
14 American Municipal Power, Inc.
15 Senior Vice President/General Counsel
16 1111 Schrock Rd., Suite 1000
17 Columbus, OH 43229
18 Office: (614) 540-6401
19 Fax: (614) 540-1037

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21 If to Participant:
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APPENDIX K

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APPENDIX L

AMP SOLAR PROJECT II

PARTICIPANTS MEETINGS

AND

PARTICIPANTS COMMITTEE REGULATIONS

**APPENDIX L
AMP SOLAR PROJECT II
PARTICIPANTS MEETINGS AND
PARTICIPANTS COMMITTEE REGULATIONS**

ARTICLE I – INTRODUCTION, INITIAL MEETING, VOTING

Section One These Regulations govern both meetings of the Participants and meetings of the Participants Committee under the Power Sales Contract.

Section Two AMP shall notice the first such meeting in accordance with Section 37(B) of the Contract.

Section Three All action hereunder shall be by Weighted Vote as specified in Section 5 of Article IV. All actions shall be carried by a simple majority of the Weighted Vote unless otherwise specified in the Power Sales Contract or these Regulations.

ARTICLE II – DEFINITIONS

Section One Unless otherwise indicated or supplemented herein, words and phrases used herein shall have the meanings specified in the Power Sales Contract.

ARTICLE III – MEMBERSHIP

Section One Each Participant shall be entitled to have one (1) representative, with alternates, to be designated to AMP in writing, for purposes of exercising its rights and obligations in Participants meetings or, if elected to the Participants Committee, meetings of the Participants Committee.

ARTICLE IV – MEETINGS

Section One At least annually, and at such other times as are approved by the Participants Committee or upon the written request of Participants having not less than twenty-five percent (25%) of the weighted vote, all Participants shall meet to receive reports from the Participants Committee and AMP on the AMP Solar Project II and other matters pertaining to the Power Sales Contract and to conduct other business.

**APPENDIX L
AMP SOLAR PROJECT II
PARTICIPANTS MEETINGS AND
PARTICIPANTS COMMITTEE REGULATIONS**

- Section Two Action items required to be submitted to all Participants between meetings, may be submitted by written instrument, in lieu of meeting, as determined by the Participants Committee.
- Section Three Special meetings of the Participants, other than the annual meeting, may be called by the Participants Committee Chair or the Chair of the AMP Board of Trustees.
- Section Four Written notice of meetings of the Participants, stating the time and place thereof, shall be mailed, or, at AMP's option sent via email or facsimile, to each Participant in a manner reasonably expected to accomplish receipt not less than seven (7) days before the date of such meeting. If mailed, such notice shall be deemed to have been perfected by deposit in the United States mail by first class mail addressed to the Participant at its address as it appears on Appendix J, at the time of the mailing of said notice. Participants may waive notice of any meeting.
- Section Five All Participant voting at meetings or upon actions submitted to Participants without meetings shall be determined by a Weighted Vote, with each Participant having a Weighted Vote in proportion to such Participant's Project Share expressed as a percentage.
- Section Six Participants representing a majority of the Weighted Vote shall constitute a quorum for the transaction of business at any meeting of the Participants. Unless otherwise specified herein or in the Power Sales Contract, a majority Weighted Vote of the quorum may carry any matter at a meeting. Whether or not a quorum is present, a majority Weighted Vote of the voting Participants present at a meeting may adjourn such meeting.
- Section Seven The Participants Committee and the AMP Board of Trustees shall determine the agenda for meetings, which shall be included in the notice thereof. Such agenda may be modified by the Participants, upon motion, at such meeting, as they deem appropriate.

**APPENDIX L
AMP SOLAR PROJECT II
PARTICIPANTS MEETINGS AND
PARTICIPANTS COMMITTEE REGULATIONS**

Section Eight Each Participant in good standing shall designate in writing one (1) representative and may also designate one (1) or more alternates. Each Participant, through its representative or alternate representative, shall be entitled its Weighted Vote on any matter coming before the Participants. A representative shall only be eligible to represent one (1) Participant.

Section Nine A Participant in good standing is defined to mean a Participant who is not in default under the Power Sales Contract.

ARTICLE V – PARTICIPANTS COMMITTEE

Section One The Participants Committee shall consist of not less than three (3) Participants, or such other higher number as determined appropriate by the Participants from time to time prior to the elections pursuant to Section 3 of this Article V, representing not less than a majority of the total Weighted Vote and shall operate and have the duties and responsibilities set forth in these regulations and the Power Sales Contract and be elected as set forth herein.

Section Two The terms of the members of the Participants Committee shall be for a period of three (3) years ending on November 1st three (3) years subsequent to the last regular election of its members.

Section Three Vacancies on the Participants Committee may be filled by the remaining Committee members, until the next Participants meeting. At the next Participants meeting after such vacancy occurs, the same shall be filled, for the balance of whatever term remains, by election.

Section Four AMP's General Counsel, unless otherwise determined by the AMP Board of Trustees, shall be responsible for ballot preparation, counting, and generally assuring the integrity of the election process.

ARTICLE VI – PARTICIPANTS COMMITTEE MEETINGS

Section One The Participants Committee shall meet in conjunction with the AMP Board of Trustees meetings unless otherwise determined by the Committee. The

**APPENDIX L
AMP SOLAR PROJECT II
PARTICIPANTS MEETINGS AND
PARTICIPANTS COMMITTEE REGULATIONS**

place of the meeting shall be the principal offices of AMP or at such other place as may be determined by the AMP Board of Trustees or the Chair of the Participants Committee.

Section Two A majority of the Weighted Vote of the Committee shall constitute a quorum for the transaction of business and, unless otherwise set forth herein or in the Power Sales Contract, action by the majority of the Weighted Vote of the Participants Committee present at a meeting at which a quorum is present shall be the act of the Committee. The Participants Committee shall keep minutes of its actions, and shall transmit a copy of either draft or final minutes to each Participant within thirty (30) days of its meetings.

Section Three The President of AMP shall be an ex-officio member of the Participants Committee and shall be entitled to notice of all meetings and to participate therein, but shall not be entitled to vote nor be counted in determining a quorum.

Section Four Notice of the time, place, and purpose of any meeting of the Participants Committee may be waived by majority of Weighted Vote of the Committee.

Section Five The Participants Committee members, excluding ex-officio members, shall not receive any compensation for their services as committee members, but may, by resolution of the AMP Board of Trustees, be reimbursed for any necessary and proper expenses incurred in the performance of duties as members of the Committee.

Section Six Actions required to be submitted to the Participants Committee may be submitted to the Committee members for approval by written instrument at the request of the Chairman.

ARTICLE VII - OFFICERS

Section One The officers of the Participants Committee, elected or appointed as individuals, shall be the Chair and a Vice-Chair.

**APPENDIX L
AMP SOLAR PROJECT II
PARTICIPANTS MEETINGS AND
PARTICIPANTS COMMITTEE REGULATIONS**

Section Two The Chair and Vice-Chair of the Participants Committee shall be elected from the representatives of the Participants on the Committee and shall serve for a period of one (1) year. Should the Chair or Vice-Chair be absent from three (3) consecutive meetings of the Committee, that officer shall forfeit such office unless such absences are excused by action of the Committee.

Section Three The Chair and Vice-Chair of the Participants Committee shall be elected in that order at the first meeting of the Participants and thereafter at the Participants meeting held each year during the AMP Annual Conference. Absent representatives may be nominated. Voting may be by secret ballot if so determined by the Committee. In order to qualify as elected, a candidate must receive a majority of the Weighted Vote for the office. If after tabulating the votes there is not a candidate receiving a majority, then the two (2) (or more should there be a tie) candidates receiving the highest number of votes shall be candidates in subsequent elections until a candidate receives a majority.

Section Four The Chair of the Participants Committee shall preside at all Committee meetings. In addition, he or she shall appoint the chairs and members of any sub-committees that may be established from time to time. The chair of each such sub-committee shall be appointed as an individual. The Chair shall also perform such other duties as may be directed and authorized by the Committee.

Section Five The Vice-Chair of the Participants Committee shall perform the duties of the Chair in the event of the latter's absence, resignation, inability or refusal to perform the duties of the office. The Vice-Chair shall perform such other duties as authorized and as directed by the Committee.

ARTICLE VIII – AMENDMENTS TO REGULATIONS

Section One Amendments to the Regulations may be proposed by the Participants Committee or any four (4) Participants may submit a proposed amendment to

**APPENDIX L
AMP SOLAR PROJECT II
PARTICIPANTS MEETINGS AND
PARTICIPANTS COMMITTEE REGULATIONS**

the Committee in writing and such proposed amendment shall be presented to the Participants at the next meeting.

Section Two Copies of proposed amendments shall be mailed, and at AMP's option sent via email or facsimile, to all Participants with the meeting notice. A Super Majority of the Participants must vote in favor of the amendment for passage.

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APPENDIX M

**AMP / NEXTERA
POWER PURCHASE AGREEMENT
(AMP CONTRACT NO. 2016-002669-MAS)**

**APPENDIX M
NEXTERA POWER PURCHASE AGREEMENT**

[under separate cover]

4843-1260-5482, v. 7

DRAFT

AMP CONTRACT NO. 2016-002669-MAS

SOLAR
POWER PURCHASE AGREEMENT

between

DG AMP Solar, LLC,
a Delaware limited liability company
(“Seller”),

and

American Municipal Power, Inc.,
an Ohio Not for Profit Corporation
(“AMP”),

March , 2016
(the “Effective Date”)

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- Appendix 10 Notice Contact Information
- Appendix 11 Test Energy and System Energy Consumption
- Appendix 12 Form of Lease
- Appendix 13 Estimated Annual Production
- Appendix 14 Wire Instructions
- Appendix 15 Joint Development Agreement

POWER PURCHASE AGREEMENT

THIS SOLAR POWER PURCHASE AGREEMENT (this “Agreement”), effective as of March , 2016 (the “Effective Date”), is by and between DG AMP Solar, LLC, a Delaware limited liability company (“Seller”), and American Municipal Power, Inc., an Ohio not for profit corporation (“AMP”). Seller and AMP are sometimes referred to individually as a Party and collectively as the Parties.

BACKGROUND

WHEREAS, AMP or the Host Members (as hereafter defined) own or lease the Sites (as hereafter defined);

WHEREAS, Seller is or will be the Host Member’s respective lessee or licensee at the respective Sites; and

WHEREAS, AMP desires that Seller install, maintain, own and operate solar photovoltaic systems (the “Systems”) at the Sites for the purpose of providing Products (as hereafter defined) to AMP, and Seller is willing to undertake and to provide the same.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I.

DEFINITIONS; INTERPRETATION.

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

“AC” means alternating current.

“Actual System Output” has the meaning set forth in Section 5.19(c).

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person. For avoidance of doubt, Members are not to be construed as Affiliates of AMP.

“After-Tax Basis” means, with respect to any payment, the amount of such payment (the “base payment”) supplemented by a further payment (the “additional payment”) to that person so that the sum of the base payment plus the additional payment shall, after deduction of the amount of all federal, state and local income taxes required to be paid by such person in respect of the receipt or accrual of the base payment and the additional payment, taking into account any federal, state and local income tax savings realized by the recipient as a result of the payment or the event giving rise to the payment equals the amount required to be received.

“Agreement” means this Power Purchase Agreement, including the Appendices hereto.

“AMP” has the meaning set forth in the Preamble hereof.

“AMP-Caused Delay” has the meaning set forth in Section 5.15(b)(iv).

“AMP Hazardous Materials” has the meaning set forth in Section 5.08(a).

“AMP Member” means a member of AMP.

“AMP Requested Shutdown” has the meaning set forth in Section 6.10.

“Appendix” means the appendices to this Agreement.

“Applicable kWh Rate” means the sum of the Prepayment Credit Rate and the Energy Rate.

“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, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“Assignment” has the meaning set forth in Section 12.03.

“Bankrupt” means, with respect to a Party, such Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action

under any bankruptcy, insolvency, reorganization or similar law, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) is generally unable to pay its debts as they fall due, (v) has been adjudicated bankrupt or has filed a petition or an answer seeking an arrangement with creditors, (vi) taken advantage of any insolvency law or shall have submitted an answer admitting the material allegations of a petition in bankruptcy or insolvency proceeding, (vii) become subject to an order, judgment or decree for relief, entered in an involuntary case, without the application, approval or consent of such Party by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive Days, (viii) failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) Days of the filing thereof, or (ix) become subject to an order for relief under the provisions of the United States Bankruptcy Act, 11 U.S.C. § 301.

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in New York, New York are required or authorized by Applicable Law to be closed for business.

“Capacity” means the ability of the Systems to produce kWhs, MWhs, ancillary services or other Capacity Attributes.

“Capacity Attributes” means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute, whether general in nature or specific as to the location or any other Capacity related value or attribute of the Systems, other than Environmental Attributes, Tax Attributes and Transmission Attributes, that may provide or add value in any manner to the Systems.

“Capacity and Attribute LD Amount” has the meaning set forth in Section 5.18(b).

“Capacity and Attribute Payment” has the meaning set forth in Section 3.01(c).

“Capacity and Attribute Rate” has the meaning set forth in Section 3.01(c).

“Change of Law” means any change in or addition to any Applicable Law adopted on or after the Effective Date.

“Claim Notice” has the meaning set forth in Section 13.03.

“COD Review Period” has the meaning set forth in Section 5.04.

“Commercial Operation” means the System on a respective Site is determined to be in service after physical completion and completion of all required testing for all commercial operating purposes without material restriction as confirmed by a certificate of an independent engineer selected by Seller or with AMP’s approval, Seller.

“Commercial Operation Date” means the date on which any System achieves Commercial Operation.

“Commercial Operation Date of Last System” means the date on which the last System included as a part of the Project achieves Commercial Operation.

“Compliance Cost Adjustment” means all increases or decreases in reasonable out-of-pocket costs and expenses, including registration fees, volumetric fees, license renewal fees, external consultant fees and capital costs incurred by Seller, or resulting in decreased costs to Seller in connection with Seller’s compliance with Applicable Laws due to a Change of Law after the Effective Date which result in Seller either incurring additional costs and expenses, or experiencing decreases in the same, in connection with any of such obligations under Applicable Law in effect as of the Effective Date.

“Compliance Cost Adjustment Limit” has the meaning set forth in Section 3.04.

“Confidential Information” has the meaning set forth in Section 17.03.

“Construction Cure Period” has the meaning set forth in Section 5.16.

“Contract Year” means a calendar year commencing on January 1 of the year following the Commercial Operation Date of the last System to achieve Commercial Operation hereunder.

“Costs” means, with respect to a Party, brokerage fees, commissions and other similar third-party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace this Agreement due to an Early Termination Date.

“Cure Expiration Date” has the meaning set forth in Section 5.18(b).

“Daily Delay Damages” means an amount equal to Twenty Dollars (\$20) per MW of Capacity per day for each System that has not achieved Commercial Operation by the Guaranteed Commercial Operation Date.

“Default” means an Event of Default.

“Delivery Points” means the points of delivery of the Products, which shall be at the interconnection side of the Meter of each System.

“Delivery Term” means the period of time commencing upon the Initial Energy Delivery Date and terminating at the end of the twenty-fifth (25th) Contract Year.

“DEMEC” means AMP Member Delaware Municipal Electric Corporation, Inc., a public corporation constituted as a joint action agency organized under the laws of the State of Delaware.

“DEMEC Member” means a member of DEMEC.

“Dispute” has the meaning set forth in Section 10.01.

“Duration Estimate” has the meaning set forth in Section 14.02.

“Early Termination Date” has the meaning set forth in Section 7.05.

“Early Termination Fee” means the sum of (i) the amount specified for the applicable year of Commercial Operation on Appendix 4, (ii) the value, if any, of any tax benefits subject to loss or recapture because of an Early Termination Date prior to the end of the sixth year of Commercial Operation, such amount adjusted and paid on an After-Tax Basis, (iii) all costs, if any, (including liquidated damages, termination fees or penalties) associated with the termination

of any other agreements associated with the Systems (such as third party contractor agreements, arrangements with the Host Member or Environmental Attribute sale agreements) that are not assumed by AMP, and (iv) the costs, if any, of dismantling, packing, removing and transporting the Systems and restoring the Sites to their original condition, ordinary wear and tear excepted.

“Effective Date” has the meaning set forth in the preamble hereof.

“Energy” means electric energy discharged by the Systems, net of energy consumed by the Systems, as Metered Output and shall be in the form of three (3)-phase, sixty (60) Hertz, alternating current at the voltages specified in Appendix 2.

“Energy Shortfall Amount” has the meaning set forth in Section 5.19(c)(i).

“Environmental Attributes” means all Products of the Systems other than Capacity, Capacity Attributes, Transmission Attributes and Energy, including but not limited to carbon trading credits, renewable energy credits or certificates, emissions reduction credits emissions allowances, green tags, tradable renewable credits and Green-efi products.

“Environmental Law” means all laws of any Governmental Authority having jurisdiction over any Site addressing pollution or protection of the environment and all amendments to such laws and all regulations implementing any of the foregoing.

“Estimated Annual Production” has the meaning set forth in Section 5.19(a).

“Event of Default” has the meaning set forth in Section 9.01.

“Excluded Capacity” has the meaning set forth in Section 5.18(b).

“Expiration Date” has the meaning set forth in Section 7.01.

“Fair Market Value” means the price that would be paid in an arm’s length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the System and advances in solar technology and the commercial benefits that

Seller may be able to derive from the System; provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

“FERC” means the Federal Energy Regulatory Commission or its successor organization.

“Force Majeure Event” means any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under this Agreement, other than the obligation to pay amounts due, but only to the extent (1) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (2) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such Party’s ability to perform its obligations under this Agreement and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (3) such event is not the direct or indirect result of the fault or negligence of the Party seeking to have its performance obligations excused thereby.

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

- (i) acts of God, flooding, lightning, landslide, earthquake, fire, drought, explosion, epidemic, quarantine, storm, hurricane, tornado, volcano, other natural disaster or unusual or extreme adverse weather-related events;
- (ii) war (declared or undeclared), riot or similar civil disturbance, acts of the public enemy (including acts of terrorism), sabotage, blockade, insurrection, revolution, expropriation or confiscation; or
- (iii) except as set forth in subpart (b)(vii) below, strikes, work stoppage or other labor disputes (in which case the affected Party shall have no obligation to settle the strike or labor dispute on terms it deems unreasonable);

- (iv) environmental and other contamination at or affecting a Site;
- (v) explosion, accident or epidemic, accidents of navigation or breakdown or injury of vessels, accidents to harbors, docks, canals or other assistances to or adjuncts of shipping or navigation, or quarantine;
- (vi) nuclear emergency, radioactive contamination or ionizing radiation or the release of any hazardous waste or materials;
- (vii) air crash, shipwreck, train wrecks or other failures or delays of transportation;
- (viii) vandalism beyond that which could be reasonably prevented by Seller;
- (ix) the discovery of Native American burial grounds not evidenced in Seller's Phase I environmental assessment of a Site;
- (x) the discovery of endangered species, as defined by Applicable Law; and
- (xi) breakdown or failure of equipment as a result of a serial manufacturer defect or flaw.

(b) A Force Majeure Event shall not be based on:

- (i) AMP's inability to economically use or resell the Products purchased hereunder;
- (ii) Seller's ability to sell the Products at a price greater than the price set forth in this Agreement;
- (iii) Seller's inability to obtain Governmental Approvals or other approvals of any type for the construction, operation, or maintenance of the Systems;
- (iv) Seller's inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Systems, except to the

extent Seller's inability to obtain sufficient labor, equipment, materials, or other resources is caused by a Force Majeure Event of the specific type described in any of subsections (a)(i) through (a)(xi) above;

- (v) Seller's failure to obtain financing or other funds, including funds authorized by a state or the federal government or agencies thereof, to supplement the payments made by AMP pursuant to this Agreement;
- (vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller or Seller's Affiliates; or
- (vii) reductions in generation due to lack of sunlight, ordinary wear and tear including panel degradation, deferred maintenance or Seller negligence.

"Force Majeure Extension" has the meaning set forth in Section 5.15(b)(iii).

"Gains" means with respect to a Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Delivery Term, determined in a commercially reasonable manner. Factors used in determining economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties, including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining term of this Agreement and include the value, if any, of Capacity Attributes, Transmission Attributes and Environmental Attributes.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority.

“Governmental Authority” means any federal, state, regional, county, village, town, city, borough or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government including, without limitation, any governmental or quasi-governmental entity or independent system operation or regional transmission operator.

“Guaranteed Commercial Operation Date” means, with respect to a Tier 1 System as listed in Appendix 5, [December 31, 2016] or such other date that is specified for a specific System in Appendix 1. For the avoidance of doubt, the Parties shall mutually agree upon Guaranteed Commercial Operation Dates for Systems located on Small Sites.

“Hazardous Materials” means any pollutant, contaminant, hazardous substance, hazardous waste, medical waste, special waste, toxic substance, petroleum or petroleum-derived substance, waste or additive, asbestos, polychlorinated biphenyl (PCB), radioactive material, or other compound, element or substance in any form (including products) regulated, restricted or addressed by or under any Applicable Law.

“Host Member” means a Participating Member whose local electric distribution system provides interconnection services for a System to AMP at a specific Site.

“Indemnified Party” has the meaning set forth in, respectively and as appropriate, Sections 13.01 and 13.02.

“Indemnifying Party” has the meaning set forth in Section 13.03.

“Individual Site Prepaid MWh” has the meaning set forth in Section 3.01(a).

“Individual Site Prepayment Amount” has the meaning set forth in Section 3.01(a).

“Initial Energy Delivery Date” means the Commercial Operation Date of the first System to be completed hereunder.

“Insolation” means the amount of kWhs per square meter falling on a particular location, as published by the National Renewable Energy Laboratory.

“Interconnection Delay” has the meaning set forth in Section 5.15(b)(i).

“Interconnection Agreement” means the agreement among AMP, the Host Member and Seller, whether or not assigned by AMP to Seller, for the interconnection of a Host Member’s electric utility system to a System.

“Interest Rate” means the lower of (i) annual rate equal to the Prime Rate then in effect plus two percent (2%) and (ii) the maximum interest permitted by Applicable Law. “Prime Rate” means the interest rate (sometimes referred to as the “base rate”) for large commercial loans to creditworthy entities announced from time to time by Citibank, N.A. (New York), or its successor bank, or, if such rate is not announced, the rate published in The Wall Street Journal as the “Prime Rate” from time to time (or, if more than one rate is published, the arithmetic average of such rates), in either case determined as of the date the obligation to pay interest arises, but in no event more than the maximum rate permitted by Applicable Law.

“Investment Tax Credit” or “ITC” means the federal investment tax credit available under the Internal Revenue Code, 26 U.S.C. Sec. 48, as amended from time to time.

“JDA” means that certain Joint Development Agreement, dated as of February 22, 2016, by and between AMP and DG AMP Solar, LLC, attached hereto as Appendix 15.

“kW” means kilowatt AC unless otherwise noted.

“kWh” means kilowatt-hour AC unless otherwise noted.

“Lease” has the meaning set forth in Section 4.01.

“Lien” has the meaning set forth in Section 6.05.

“Losses” means with respect to a Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from an Early Termination Date, determined in a commercially reasonable manner. Factors used in determining the loss of economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other

relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g. NYMEX), all of which should be calculated for the remaining term of this Agreement and include the value, if any, of Capacity Attributes, Transmission Attributes and Environmental Attributes.

“Lost Output” means, in MWh, Energy that would have been produced by a System (based upon historical production data or as otherwise reasonably calculated by Seller) during hours during which such System is not in operation or prevented from delivering Energy to the Delivery Point due to actions or inactions of AMP or a Host Member as set forth in a Lease or this Agreement.

“Lost Seller Revenues” means, with respect to any Lost Output, an amount equal to the sum of: (i) such Lost Output multiplied by the Prepayment Credit Rate; (ii) such Lost Output multiplied by the Capacity and Attribute Rate, and (iii) actual lost revenues or benefits from Environmental Attributes, Tax Attributes, such amounts adjusted and paid on an After-Tax Basis, or under the Rebate program that Seller would have received with respect to such Lost Output.

“Member” means an AMP Member or a DEMEC Member, as applicable.

“Meter” has the meaning set forth in Section 5.06.

“Metered Output” means for any period for any System after its Commercial Operation Date, the actual net electrical production delivered to the Delivery Point, in kWh or rounded to nearest MWh, or of all Systems hereunder as appropriate.

“Metered Output Payment” has the meaning set forth in Section 3.01(d).

“Metered Output Rate” has the meaning set forth in Section 3.01(d).

“Minimum Output Guarantee” has the meaning set forth in Section 5.19(b).

“Monthly Period” has the meaning set forth in Section 3.02.

“MW” means megawatt AC rounded to the nearest tenth (.1) MW for all purposes hereunder unless otherwise noted.

“MWh” means megawatt-hour AC rounded to the nearest tenth (.1) MW for all purposes hereunder unless otherwise noted.

“Option Price” has the meaning set forth in Section 7.02.

“Outstanding Balance” has the meaning set forth in Section 3.01(d).

“Participating Member” means a Member which has entered into a power sales agreement with AMP (or in the case of a DEMEC Member, a power sales agreement with DEMEC) for a portion of the output of the Project.

“Party” or “Parties” means respectively Seller, AMP or both as appropriate.

“Permitting Delay” has the meaning set forth in Section 5.15(b)(ii).

“Permitted Extension” means an Interconnection Delay, a Permitting Delay, a Force Majeure Extension, or an AMP-Caused Delay.

“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.

“Planned Outage” has the meaning set forth in Section 5.07.

“Prepayment Credit” has the meaning set forth in Section 3.01(d).

“Prepayment Credit Rate” has the meaning set forth in Section 3.01(a).

“Products” means the net Energy generated by the Systems, and associated Environmental, Transmission and Capacity Attributes, but excluding Tax Attributes.

“Project” means all Systems constructed and operating on the Sites pursuant to this Agreement as set forth on Appendices 1, 2 and 8.

“Project Investor” or “Project Investors” means any and all Persons or successors in interest thereof (A) lending money, extending credit or providing loan guarantees (whether directly to Seller or to an Affiliate of Seller) as follows: (i) for the construction, interim or permanent financing or refinancing of the Systems; (ii) for working capital or other ordinary business requirements of the Systems (including the maintenance, repair, replacement or improvement of the Systems); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Systems; (iv) for any capital improvement or replacement related to the Systems; or (v) for the purchase of the Systems and the related rights from Seller; or (B) participating (directly or indirectly) as an equity investor (including a Tax Equity Investor) in the Systems; or (C) any lessor under a lease finance arrangement relating to the Systems.

“Purchase Option” has the meaning set forth in Section 7.02.

“Purchase Option Date” has then meaning set forth in Section 7.02.

“Prudent Practice” means any of the practices, methods and acts which, in the exercise of reasonable judgment, in the light of the facts, including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the United States electrical utility industry prior thereto, known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. It is recognized that Prudent Practice is not intended to be limited to the optimum practice, method or act at the exclusion of all others, but rather it is a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition.

“P90 Production Estimate” means, for a Site, the estimated energy production of such Site, using a probability of exceedance basis of ninety percent (90%).

“Qualified Operator” means a Person that is neither an affiliate of AMP nor an AMP Member and that has at least three (3) years of successful operating experience with solar projects with an aggregate capacity of five (5) MW or higher.

“Rebates” means any and all rebates, incentives, payments, credits or other funding offered for the development of photovoltaic systems by utility, Governmental Authority or other Person.

“Representatives” has the meaning set forth in Section 4.04.

“RFC” means Reliability First Corporation or its successor organization which has reliability jurisdiction over the Host Member, the transmission provider to the Host Member and or the applicable RTO serving the same.

“RTO” means an applicable Regional Transmission Organization.

“Selected Site” means a site selected for installation of a System pursuant to the JDA, as set forth on Appendix 1.

“Seller” has the meaning set forth in the preamble hereof.

“Seller Hazardous Materials” has the meaning set forth in Section 5.08(c).

“Seller Safety Shutdown” has the meaning set forth in Section 6.11.

“Settlement Amount” means the Losses or Gains, and Costs that a Party incurs as the result of an Early Termination Date.

“Site” has the meaning set forth in Section 4.01(a) and includes each of the individual premises set forth on Appendix 1 [including Small Sites].

“Site Plan” means, for each System, a plan depicting the locations within and upon each Site of System components, including interconnection arrangements and access points, as revised by final as-built drawing(s) and subsequent revisions depicting any System alterations, and incorporated in Appendix 2 hereto.

“Small Site” means a Site and System of 200 kW or less.

“Step-In Rights” means AMP’s right to assume control of the Systems through a Qualified Operator as agent for Seller (whether voluntary or involuntary) in accordance with Section 9.06 and Seller’s rights, obligations, and interest under this Agreement.

“System” or “Systems” means an integrated ground-mount assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring and interconnections with the Host Member to be installed at a Site, as more specifically described in Appendix 2.

“System Construction Schedule” has the meaning set forth in Section 5.02.

“System Energy Consumption” has the meaning set forth in Section 5.09.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any other tax deductions or benefits under the Internal Revenue Code or Applicable Law available as a result of the ownership and operation of a System or the output generated by such System (including, without limitation, tax credits, any grants or payments in lieu thereof and accelerated or bonus depreciation).

“Tax Equity Investor” means an investor that has acquired an equity interest in Seller pursuant to a financing structure that assigns such investor significant rights to the Tax Attributes of Seller.

“Term” has the meaning set forth in Section 7.01.

“Termination Payment” has the meaning set forth in Section 9.03.

“Test Energy” means all Energy delivered to a System’s Delivery Point prior to such System’s Commercial Operation.

“Total Metered Output” has the meaning set forth in Section 3.02.

“Total Capacity” means the aggregate Capacity of the Systems, which shall be the aggregate total amount of MW installed and capable of being produced by the Systems during any year.

“Transmission Attributes” means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute, whether general in nature or specific or any other transmission related value or attribute of the Systems that may provide or add value in any manner to the Systems.

“Weather-Adjusted Estimated Annual Production” has the meaning set forth in Section 5.19(b).

1.02 Interpretation. The following rules of construction shall be followed when interpreting this Agreement:

(a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter;

(b) words used or defined in the singular include the plural and vice versa;

(c) references to Articles and Sections refer to Articles and Sections of this Agreement;

(d) references to Appendices refer to the Appendices attached to this Agreement, each of which is made a part hereof for all purposes;

(e) references to Applicable Laws refer to such Applicable Laws as they may be amended from time to time, and references to particular provisions of an Applicable Law include any corresponding provisions of any succeeding Applicable Law and any rules and regulations promulgated thereunder;

(f) terms defined in this Agreement are used throughout this Agreement and in any Appendices hereto as so defined;

(g) references to money refer to legal currency of the United States of America;

(h) the words “includes” or “including” shall mean “including without limitation;”

(i) the words “hereof,” “hereby,” “herein,” “hereunder” and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular Article or Section in which such words appear, unless otherwise specified;

(j) all references to a particular entity shall include a reference to such entity’s successors and permitted assigns but, if applicable, only if such successors and assigns are permitted by this Agreement;

(k) references to any agreement, document or instrument shall mean a reference to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced from time to time;

(l) the word “or” will have the inclusive meaning represented by the phrase “and or;”

(m) the words “shall” and “will” mean “must”, and shall and will have equal force and effect and express an obligation; and

(n) the words “writing,” “written” and comparable terms refer to printing, typing, and other means of reproducing in a visible form.

ARTICLE II.

DELIVERY OF PRODUCTS.

2.01 Purchase and Sale. Unless specifically excused by the terms of this Agreement, during the Delivery Term, Seller shall sell and deliver, and AMP shall purchase and receive, the Products at the Delivery Points in the amounts and under the terms and conditions set forth herein.

ARTICLE III.

PRICE AND PAYMENT.

3.01 Consideration.

(a) Individual Site Prepayment Amount. No later than five (5) Business Days after the end of the COD Review Period (defined in Section 5.04) of

each System, and in consideration for Seller's obligations to deliver Energy hereunder, AMP shall pay Seller the prepayment sums as determined herein and on Appendix 5 (the "Individual Site Prepayment Amount"). The Individual Site Prepayment Amount constitutes payment in advance at a rate per MWh set forth for such site on Appendix 5 (the "Prepayment Credit Rate") for a quantity of MWhs for such Site (the "Individual Site Prepaid MWh") that, when summed with the Individual Site Prepaid MWhs of all other Selected Sites, shall not exceed the sum of the Selected Sites' individual P90 Production Estimates. The Individual Site Prepaid MWh will be listed in Appendix 5 and modified to reflect any Excluded Capacity. Payment of the Individual Site Prepayment Amount shall be made by electronic funds transfer in accordance with wire transfer instructions set forth on Appendix 14. Appendix 14 may be updated as necessary by either Party.

- (b) Environmental Attributes. Following the Initial Energy Delivery Date and throughout the Delivery Term, in consideration for AMP's Capacity and Attribute Payment, Seller shall promptly transfer to AMP fifty percent (50%) of the Environmental Attributes generated by the Systems and Seller shall retain the balance. Procedures for such transfer shall be set forth on Appendix 6.
- (c) Capacity and Attribute Payment. Following the Initial Delivery Date and throughout the Delivery Term, and in consideration for Seller's obligations to develop, construct, own, operate and maintain the Systems in accordance with Prudent Practice and to deliver Capacity and fifty percent (50%) of the Environmental Attributes as set forth in Section 3.01(b) to AMP, AMP shall pay to Seller a payment (the "Capacity and Attribute Payment") equal to the monthly Metered Output multiplied by \$10.38/MWh (the "Capacity and Attribute Rate").
- (d) Reduction of Outstanding Balance. Commencing with the first Monthly Period (as defined below), the Prepayment Amount for each System shall

be reduced by an amount equal to the sum of (i) the Metered Output of such System for such Monthly Period multiplied by the Prepayment Credit Rate, and (ii) the Lost Output of such System for such Monthly Period multiplied by the Prepayment Credit Rate (such amount, the “Prepayment Credit”). The Prepayment Amount, as reduced amount shall be the “Outstanding Balance”. Each Monthly Period thereafter, the Outstanding Balance shall be reduced by the Prepayment Credit. If, during the Delivery Term, the Outstanding Balance for a System is zero dollars (\$0), but the sum of the Outstanding Balances for all other Systems is greater than zero dollars (\$0), such System’s Prepayment Credit shall be ratably applied to all other System’s Outstanding Balances based on their then current Outstanding Balance. If, during the Delivery Term, the Outstanding Balance for the Project is zero dollars (\$0), AMP shall thereafter pay for Metered Output of the Project (the “Metered Output Payment”) at the rate per MWh shown on Appendix 5 as the Portfolio Prepayment Rate (the “Portfolio Output Rate”). If, at the end of the Delivery Term, the Outstanding Balance for the Project is greater than zero dollars (\$0), unless otherwise agreed by the Parties in writing, the Delivery Term shall be extended for additional monthly periods until such time as the Outstanding Balance for the Project equals zero dollars (\$0) or at AMP’s option should such extension be longer than twelve (12) months AMP may exercise the Purchase Option and such Outstanding Balance shall be subtracted from the fair market value of the Project.

3.02 Invoicing; Payment. On or about the tenth (10th) day of each month, beginning with the month following the Initial Energy Delivery Date and every month thereafter, and continuing through and including the first month following the end of the Delivery Term, Seller shall provide to AMP an invoice setting forth (a) the Metered Output of the Systems (in the aggregate, the “Total Metered Output”) during the preceding month (“Monthly Period”), (b) a reconciliation of the Prepayment Amount, the Prepayment Credit and the Outstanding Balance, (c) amounts due to Seller by AMP (including, any Capacity and Attribute Payment, Metered Output Payment and any payments (or credit deductions) attributable to Metered Output), (d) any

Lost Seller Revenues for such Monthly Period, and (e) amounts due AMP by Seller. Unless otherwise specified herein, all payments due under this Agreement shall be due and payable by electronic funds transfer in immediately available funds to an account specified on Appendix 14, as appropriate, on or before the twentieth (20th) Business Day following receipt of the billing invoice. Any undisputed payment not made within the time limits specified in this Section 3.02 shall bear interest from the date on which payment was required to have been made through and including the date such payment is actually received at an annual rate equal to the Interest Rate. All Test Energy shall be settled as set forth on Appendix 11.

3.03 Disputes and Adjustments. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within five (5) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 3.03 within twelve (12) months after the invoice is rendered or subsequently adjusted. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

3.04 [Compliance Adjustment. Costs applicable to the Compliance Cost Adjustment Limit are only those increases or decreases in costs applicable under the definition of “Compliance Cost Adjustments” and are differing costs associated with a Change of Law occurring after the Effective Date. The Parties agree that the Compliance Cost Adjustment Limit

during the Delivery Term shall be [\$XXX] or [XXX%] annually and in the aggregate throughout the Delivery Term at [\$XXX] or [XXX%] (collectively, the “Compliance Cost Adjustment Limit”). In the event and to the extent that the net Compliance Costs changes exceed the Compliance Adjustment Limit, AMP shall either reimburse Seller for such Compliance Cost Adjustments that exceed the Compliance Adjustment Limit, or excuse Seller from performing the obligations of this Agreement that would otherwise cause it to incur Compliance Costs in excess of the Compliance Adjustment Limit [ADJUSTMENT FOR COST DECREASES TBD]. Within sixty (60) days after a Party becomes aware of a Change of Law that it anticipates will cause a change in Compliance Costs in excess of the Compliance Adjustment Limit, such Party shall provide to the other Party notice with an estimate of the expected annual change in Compliance Costs occasioned by such Change of Law. Within thirty (30) days of the delivery of such notice with the estimate, the Parties shall meet to discuss and settle the issue. If the Parties fail to settle the issue within thirty (30) days of meeting, either Party may initiate dispute resolution under Article X.] [to be discussed]

ARTICLE IV.

LEASE AND ACCESS RIGHTS

4.01 Lease and Related Rights.

- (a) Lease. For those portions of each Site that are useful for locating solar electric generation facilities, including interconnection and metering facilities for the sole purposes of installing, operating and maintaining the Systems and uses ancillary thereto, including, but not limited to potential areas for related additions to the Systems such as electric storage systems, AMP shall (i) if AMP holds a lease for such Site, assign to Seller the lease for each Site, or (ii) facilitate the execution of a lease with the Host Member directly with Seller, in each case in substantially the form set forth in Appendix 11, with only such changes to such form as are acceptable to Seller in its reasonable discretion (each a “Lease”, collectively “Leases”). The initial Site Plan for each System shall be attached hereto within Appendix 2, and such initial Site Plan for each System will be replaced with an updated Site Plan that reflects final as-

built arrangements, to be provided by Seller after completion of each System. Each Lease shall be effective upon Seller's acceptance of a Lease assignment or execution thereof by Seller and the Host Member. The Outstanding Balance shall be decreased for the amount of any Lost Seller Revenues associated with any period in which Seller is denied by a Host Member access that has been granted to Seller in any Lease; provided, that, if the Outstanding Balance is zero dollars (\$0), AMP will compensate Seller directly for any such Lost Seller Revenues.

- (b) Use of Rights. Seller shall utilize the rights granted under the Leases in a manner that minimizes inconvenience to and interference with the use of the Sites by the Host Member, the Host Member's guests and invitees, tenants, licensees or other visitors to the extent consistent with Prudent Practice.

4.02 Rent. Seller shall pay the applicable Host Member any lease payment for the applicable Site as set forth in such Lease.

4.03 Third Party Interests. AMP covenants that it will notify Seller in writing if it has knowledge of any third party obtaining an interest in any Site including, without limitation, any lenders to AMP or holders of any liens or encumbrances on the Site.

4.04 Site Access. In addition to any access rights granted in the applicable Lease, AMP, the applicable Host Member, their respective authorized agents, officers, employees, contractors, subcontractors, inspectors and other representatives ("Representatives"), and their respective authorized invitees shall have the right of ingress to and egress from the Site during normal business hours upon reasonable advance notice to Seller for any purposes reasonably connected with this Agreement; provided, that AMP, the applicable Host Member, such Representatives, and such invitees shall observe all safety rules applicable to the Site. Seller acknowledges that AMP and the applicable Host Member may desire to gain access for purpose of giving tours and educational activities and that such access shall be permitted, subject to the terms of this Section 4.04, Section 17.04 and the Lease.

ARTICLE V.
CONSTRUCTION AND OPERATION.

5.01 Development.

- (a) To the extent not inconsistent with the JDA, AMP consents, or shall facilitate Seller receiving consent from each Host Member, to the construction, installation, maintenance and periodic alteration and replacement of Systems by Seller on the Sites, including without limitation solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections.
- (b) AMP shall facilitate Seller's receipt or development of electric and structural plans of the Sites.
- (c) AMP shall assist and cooperate with Seller on a timely basis to obtain all permits, approvals, including Host Member approvals, interconnection and metering arrangements, and authorizations required to install, interconnect, operate and maintain the Systems at the respective Sites.
- (d) AMP shall be responsible for the construction, at its sole cost, of any facilities required for interconnecting a System, including the cost of bringing interconnection facilities to the Delivery Point of the applicable Site.
- (e) AMP shall use, or cause its Host Members to use, commercially reasonable efforts to support Seller's application for all available tax abatements or payment-in-lieu-of-tax agreements that may be applicable to the Sites.
- (f) Immediately prior to the Commercial Operation Date of a System, Seller shall reimburse AMP for engineering and related costs incurred by AMP prior to the execution of the JDA in connection with the development of the applicable Site, which costs shall be set forth on Appendix 13.

5.02 Installation. To the extent not inconsistent with the JDA, Seller shall cause each System to be designed, engineered, installed and constructed substantially in accordance with the terms of this Agreement, Prudent Practice and Applicable Law. Prior to a System installation, AMP and its Host Member shall have the right to review and approve the preliminary Site Plan and the critical path construction schedule for such System, including its projected Commercial Operation Date (“System Construction Schedule”) for such System. Such AMP or Host Member review and approval shall not be unreasonably withheld, denied, conditioned or delayed. If AMP and the Host Member fail to approve such Site Plan within seven (7) Business Days of receipt from Seller, such Site Plan shall be deemed approved by AMP. Seller will provide at least ten (10) days prior written notice to AMP and the Host Member of the commencement of any Site preparation work or other initial construction activities. Prior to the Commercial Operation Date of a System, Seller shall have the right to modify the Site Plan as necessary to accommodate the System based on Site conditions of which Seller may become aware during construction and installation of the System, provided that such modification shall not materially affect AMP’s obligations hereunder.

5.03 Testing. Seller shall conduct such testing of each System in the manner as may be required by Prudent Practice, by the Interconnection Agreement with a Host Member or Applicable Law. Seller shall notify AMP of the results of any such testing, and the Commercial Operation Date of each System. All Test Energy shall be invoiced under the terms of this Agreement as set forth on Appendix 11.

5.04 Commercial Operation. Seller shall provide AMP a notice when Seller believes the Commercial Operation Date of a System has occurred along with supporting documentation. AMP will have up to five (5) Business Days to review such evidence and raise any commercially reasonable objection to Seller’s proposed Commercial Operation Date for such System (the “COD Review Period”); provided, that the Commercial Operation Date for the System will be deemed accepted if AMP fails to respond by the end of the COD Review Period.

5.05 Operations. Each System shall be owned, operated, maintained and repaired by or for Seller at its sole cost and expense, and in a manner consistent with Applicable Law and Prudent Practice. AMP shall properly maintain, pay for and provide access to the necessary

phone, computer, or other communication lines necessary to permit Seller to record and monitor the electrical output of the System for the entire Term or cause the same to be accomplished. Seller and AMP shall each designate personnel and establish procedures for each Site such that each Party may provide timely notice of any emergency conditions that might reasonably be expected to affect the other Party's or a Host Member's material interests or property. For routine and emergency repairs, the Parties shall contact the persons set forth below:

For AMP:

American Municipal Power, Inc.
1111 Schrock Rd., Suite 100
Columbus, Ohio 43229
Attn: Senior V.P. Operations
Phone: 614-540-1111
Fax: 614-540-1113
Email: skiesewetter@amppartners.org

With a copy to:

American Municipal Power, Inc.
1111 Schrock Rd., Suite 100
Columbus, Ohio 43229
Attn: AMP Energy Control Center
Phone: 614-540-1111
Fax: 614-540-1080
Email: jwillman@amppartners.org

For Host Members for each Site – see Appendix 9.

For Seller:

DG AMP Solar, LLC
c/o NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, Florida 33408
Attn: Lauren Romero, Senior Business Manager
Phone: 561-304-6039
Email: Lauren.Romero@nee.com

The above notice address shall be updated via updated Appendices 9 and 10.

5.06 Metering. For each System, Seller shall supply, install, own and maintain a kilowatt-hour meter which shall be ANSI C12.20 Class 0.2 certified revenue grade (“Meter”) on

each Site for the measurement of Metered Output of such System on a continuous basis at each respective Delivery Point. Unless otherwise agreed by AMP and Seller and except for the Bowling Green Site 69 kV interconnection, the Meter shall be installed at the low side of any step up transformer at the Delivery Point. Seller shall test the Meter in compliance with the manufacturer's recommendations. All Meters shall provide a network interface for use by AMP and Seller, and Seller will install AMP provided custom programming and configuration in the Meters. Seller shall provide a 10' x 10' area adjacent to the Meter with clear view of the southern sky for satellite communication for installation of AMP provided communication equipment and provide 120 Volt AC current for same. Seller recognizes that any System over 10 MW will require telemetry to the appropriate RTO to be supplied by AMP. AMP shall have the right to receive real time meter information and, once per calendar year, to audit all such Meters upon reasonable notice. Such audit shall be at AMP's sole cost. AMP shall have a right of access to the Meter at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations. If testing of the Meter pursuant to the foregoing indicates that the Meter is in error by more than the amounts set forth for such Meters by ANSI C-12 Standard, as the same may be modified from time to time, then Seller shall promptly repair or replace the Meter. Seller shall make a corresponding adjustment to the records of the Metered Output based on such test results for (a) the actual period of time when such error caused inaccurate meter recordings, if such period can be determined to the mutual satisfaction of the Parties, or (b) if the actual period cannot be so determined, then an estimated period equal to one-half (1/2) of the period from the later of (i) the date of the last previous test confirming accurate metering or (ii) the date the Meter was placed into service; *provided, however*, that such estimated period shall in no case exceed one (1) year.

5.07 Outages. With reasonable prior notice to AMP, Seller shall be entitled to suspend delivery of the Products from a System for the purpose of testing, maintaining, replacing and repairing such System (a "Planned Outage") and such Planned Outage shall not constitute a breach of this Agreement; *provided that* (i) Seller shall use commercially reasonable efforts to minimize any Planned Outage, (ii) the timing and amount (in MW) of such Planned Outages shall be subject to the reasonable consent of AMP, such consent not to be unreasonably withheld, conditioned, delayed or denied; and (iii) Seller shall provide an annual forecast of scheduled

Planned Outages to AMP no later than November 1 of each year for the following year, such schedule to be updated with reasonable notice to AMP during such year.

5.08 Hazardous Materials.

- (a) Hazardous Materials. Seller shall not be responsible for any Hazardous Materials encountered at the Sites, which were not introduced to the Site by Seller (“AMP Hazardous Materials”). To the extent not otherwise governed by a Lease, AMP shall indemnify and hold harmless Seller from any costs or expenses (including reasonable attorneys’ fees) incurred by Seller due to the presence of such AMP Hazardous Materials on the Sites except to the extent such costs or expenses are due to the reckless or intentional acts or omissions of Seller or its Representatives or their failure to abide by any provisions in the Lease regarding the same. Upon encountering any materials that Seller suspects may constitute such AMP Hazardous Materials, Seller may suspend work in the affected area until such materials are properly remediated by or at the direction of AMP as provided respectively below or in a Lease, and any such suspension shall act to toll day for day any deadline applicable to Seller hereunder and to Seller’s suppliers and contractors under their respective arrangements with Seller.
- (b) Remediation. AMP or a Host Member respectively may opt to remediate the AMP Hazardous Materials consistent with Applicable Law so that a System may be installed on the applicable Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the AMP Hazardous Materials, in which case (i) this Agreement shall terminate with respect to such Site effective as of the delivery of such notice without any further liability of the Parties to each other with respect to such System except as provided in this Section, and (ii) AMP shall promptly reimburse Seller for all expenses reasonably incurred by Seller in the design and installation of the System prior to the discovery of the

AMP Hazardous Materials and in demobilizing and decommissioning such System after the discovery of the AMP Hazardous Materials.

- (c) Seller Hazardous Materials. Notwithstanding anything herein to the contrary, neither AMP nor any Host Member is responsible for any Hazardous Materials introduced to a Site by Seller (“Seller Hazardous Materials”). Seller shall indemnify and hold harmless AMP and the relevant Host Member(s) from any costs or expenses (including reasonable attorneys’ fees) incurred by AMP and the relevant Host Member(s) due to the presence of Seller Hazardous Materials on a Site.

5.09 System Energy Consumption. During the Term, AMP shall make available or cause to be made available to Seller at each Site electricity from the Host Member for the purposes of constructing, installing, repairing and maintaining the System, and otherwise to meet parasitic load during System non-generation periods (“System Energy Consumption”). All kWhs provided under this Section 5.09 shall be accounted for and settled as set forth on Appendix 11.

5.10 Site Security. AMP will cause to be provided security for the System to the extent of the normal security procedures, practices, and policies that apply to the Host Member’s other similar electric facilities such as generation or substations. For avoidance of doubt, Seller shall be responsible for the installation of appropriate fencing, controlled Site access and other alarms or video surveillance. AMP will advise Seller immediately upon observing or being informed by a Host Member of any damage to a System. Upon request by Seller, such as Seller receiving data indicating irregularities or interruptions in the operation of a System, AMP shall, as quickly as reasonably practicable, send a person to observe the condition of such System and report back to Seller on such observations.

5.11 Limits on Obligation to Deliver. Except as provided in Section 5.19, Seller does not warrant or guarantee the amount of Products to be produced by a System for any hourly, daily, monthly, annual or other period. Seller is not an electric utility or public service company and does not assume any obligations of an electric utility or public service company to supply

electric requirements to AMP or any Host Member. Seller is not subject to rate review by any Governmental Authority.

5.12 Reserved.

5.13 Reserved.

5.14 Reserved.

5.15 Guaranteed Commercial Operation Date.

- (a) Seller shall cause each System included in the Project to achieve Commercial Operation by the Guaranteed Commercial Operation Dates shown on Appendix 1, unless extended in accordance with Section 5.15(b).
- (b) Permitted Extensions to the Guaranteed Commercial Operation Dates are as follows:
 - (i) Each Guaranteed Commercial Operation Date for a System may be extended on a day for day basis if Seller has used commercially reasonable efforts to have the System physically interconnected to the Host Member electric distribution system, but such interconnection cannot be completed by the Guaranteed Commercial Operation Date and Seller has worked diligently to resolve the delay (“Interconnection Delay”);
 - (ii) Each Guaranteed Commercial Operation Date may be extended on a day for day basis if Seller has used commercially reasonable efforts to obtain Governmental Approvals necessary for the construction and operation of the Systems, but is unable to obtain such permits by the System Construction Schedule critical path date for such permits and Seller has worked diligently to resolve the delay (“Permitting Delay”);

- (iii) Each Guaranteed Commercial Operation Date may be extended on a day for day basis for a cumulative period equal to no more than three hundred sixty (360) days in the event of Force Majeure (“Force Majeure Extension”); provided that Seller works diligently to resolve the effect of the Force Majeure and provides evidence of its efforts promptly to AMP upon AMP’s written request; and
- (iv) A Guaranteed Commercial Operation Date may be extended on a day for day basis to account for delays because AMP or a Host Member (A) has failed to grant Seller unrestricted Site access by the System Construction Schedule critical path date for such access, (B) has failed to provide construction power to the Site by the System Construction Schedule critical path date for the same, (C) has failed to grant permission to operate by the System Construction Schedule critical path date for the same, or (D) has otherwise prevented Seller from achieving the Guaranteed Commercial Operation Date (in each case, an “AMP-Caused Delay”). In addition, if an AMP-Caused Delay causes Seller to lose all or a portion of the expected federal Investment Tax Credit, the Outstanding Balance shall be decreased by the Lost Seller Revenues.

5.16 Cure Period and Delay Damages. Seller shall cause each System to achieve Commercial Operation by the Guaranteed Commercial Operation Date for such System. If the Commercial Operation Date for a System occurs after the Guaranteed Commercial Operation Date for such System after giving effect to Permitted Extensions, then Seller shall be liable to AMP for liquidated damages equal to Daily Delay Damages for each day or portion of a day that the Commercial Operation Date occurs after the Guaranteed Commercial Operation Date for such System after giving effect to Permitted Extensions for up to a total of one hundred eighty (180) days (“Construction Cure Period”), provided however, that (i) if the Commercial Operation occurs, the accrued amount of Daily Delay Damages shall be added to the Outstanding Balance, and (ii) if an Early Termination Date occurs as the result of a Seller Event of Default under Section 9.01(vii), Seller shall pay AMP the accrued amount of Daily Delay Damages as provided

in Section 9.02(e)(i). Each Party agrees and acknowledges that (A) the damages that AMP would incur due to Seller's delay in achieving any Guaranteed Commercial Operation Date would be difficult or impossible to predict with certainty and (B) the Daily Delay Damages are an appropriate approximation of such damages.

5.17 Completion in Increments. The Parties acknowledge and agree that each System will achieve Commercial Operation at various times prior to the Commercial Operation Date of Last System. Seller will test each System as it is completed in order to confirm that such System has achieved Commercial Operation and the Date thereof. Seller shall notify AMP when a System has achieved Commercial Operation. Commencing on the Initial Energy Delivery Date and the Commercial Operation Date of each System thereafter, the Energy generated by such System will be considered Metered Amounts, and such amounts shall be credited toward the Prepayment Amount in accordance with Section 3.02.

5.18 Adjustment of Project Capacity and Estimated Annual Production.

- (a) If Seller fails to achieve Commercial Operation with respect to one or more Systems by the Guaranteed Commercial Operation Date of such System or Systems, then Seller's liability for such failure shall be limited to liquidated damages of \$20,000 per MW as provided in subsection (b) below.
- (b) If by the expiration of the Construction Cure Period after the Guaranteed Commercial Operation Date (including all extensions permitted under this Agreement) (the "Cure Expiration Date"), one or more Systems fails to achieve the respective Commercial Operation Date for such System, Seller shall provide notice to AMP no later than ten (10) Business Days after the Cure Expiration Date, which shall specify the amount of Capacity for which Commercial Operation has been achieved and the amount of Capacity for which Commercial Operation has not been achieved, and the Total Capacity shall be reduced to the amount of Capacity for which Commercial Operation has been achieved by the Construction Cure Expiration Date. The amount of Capacity for which

Commercial Operation has not been achieved by the Guaranteed Commercial Operation Date shall be referred to as the “Excluded Capacity”. In addition, Seller shall pay AMP, as liquidated damages and not as a penalty, an amount (the “Capacity LD Amount”) equal to (A) (I) the amount of Excluded Capacity, in MW, times (II) [\$XXX] per MW, minus (B) all Daily Delay Damages previously paid by Seller to AMP for such amount of the Excluded Capacity. Each Party agrees and acknowledges that (I) the damages that AMP would incur due to reduction of the Total Capacity would be difficult or impossible to predict with certainty and (II) the Capacity LD Amount is an appropriate approximation of such damages. Seller’s payment of the Capacity LD Amount hereunder shall constitute AMP’s sole remedy for Seller’s failure to achieve Commercial Operation of the Excluded Capacity. The Prepayment Amount and the Estimated Annual Production shall be reduced to account for any Excluded Capacity.

5.19 Guaranteed Minimum Production.

- (a) The estimated annual production for the Project for each Contract Year (the “Estimated Annual Production”) is attached as Appendix 13.
- (b) In the event the Metered Output of the Project for each 3-year period is less than eighty-five percent (85%) of the Estimated Annual Production, Seller shall promptly generate an as-built weather adjusted PVSyst Reports for the Systems for such Contract Year, which will account for actual weather data from such Contract Year, and Seller shall promptly revise the Estimated Annual Production for such Contract Year based on the as-built weather adjusted PVSyst Reports (the “Weather Adjusted Estimated Annual Production”). Seller shall furnish such as-built weather adjusted PVSyst Reports and Weather Adjusted Estimated Annual Production to AMP by no later than sixty (60) days after the conclusion of the applicable Contract Year. Notwithstanding anything herein to the contrary, Seller guarantees that the Systems shall produce not less than

eighty-five percent (85%) of the applicable Weather Adjusted Estimated Annual Production measured on a rolling, three (3) Contract Year, cumulative basis (the “Minimum Output Guarantee”); provided, however, that the Minimum Output Guarantee for any Contract Year shall be reduced by the estimated generation that the Project would have generated during such Contract Year but did not generate due to : (a) Planned Outages; (b) AMP Requested Shutdowns; (c) Seller Safety Shutdowns; (d) Lost Output; (e) Force Majeure Events, except that a Force Majeure Event shall not include any weather event or condition already accounted for through the weather adjusted PVSyst Report or Weather Adjusted Estimated Annual Production; (f) buildings or structures constructed after the Commercial Operation Date overshadowing or otherwise blocking access of the sunlight to the Systems; or (g) a breach of this Agreement by AMP that caused such loss of production.

- (c) For each Contract Year beginning with the third (3rd) Contract Year, if the Metered Output of the Project for the prior three (3) Contract Years (the “Actual System Output”) does not equal or exceed the Minimum Output Guarantee for such three (3)-year period, Seller shall invoice AMP (in the next invoice and in the final invoice for any credit owed for the final year of the Term) as follows:
- (i) If there is an Outstanding Balance, increase the Outstanding Balance by an amount equal to (a) the Prepayment Credit Rate multiplied by (b) the difference between the Actual System Output for such three-year period and the Minimum Output Guarantee for such three-year period (“Energy Shortfall Amount”); or
 - (ii) If the Outstanding Balance is zero dollars (\$), credit AMP an amount equal to (a) the lesser of (i) the positive difference, if any, of the average price per kWh for energy provided by the Participating Member during such three (3)-Contract Year period minus the

Applicable kWh Rate, or (ii) the Metered Output Rate, multiplied by
(b) Energy Shortfall Amount.

- (d) Beginning with the end of third (3rd) Contract Year, Seller shall calculate and notify AMP in writing of any Energy Shortfall Amount (as defined below) due to AMP in the next invoice. Seller shall, within (30) Business Days of notifying AMP, increase the Outstanding Balance by the Energy Shortfall Amount (or, if the Outstanding Balance is zero dollars (\$0), credit the Energy Shortfall Amount to the next monthly invoice).
- (e) Any failure of Seller to satisfy the minimum production amounts set forth in the Minimum Output Guarantee under this section shall not constitute a Seller Default.

5.20 Seller Reliability Responsibilities. Seller shall be responsible for compliance with all NERC, RFC and other reliability standards applicable to the Systems and Sites.

ARTICLE VI.

TITLE TO SYSTEMS.

6.01 Title to Systems. Seller shall retain title to and be the legal and beneficial owner of each System at all times. Absent further written election by Seller, each System shall (i) remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, any Site, and (ii) at all times retain the legal status of personal property as defined under Article 9 of the applicable Uniform Commercial Code. AMP warrants and represents that it shall keep the Systems free from all Liens (other than AMP's Lien hereunder and those created by Seller or its creditors). Seller and AMP shall be entitled to, and are hereby authorized to, file one or more precautionary UCC Financing Statements or fixture filings, as applicable, in such jurisdictions as it deems appropriate with respect to the Systems in order to protect their respective title to and rights in the Systems. The Parties intend that, other than as set forth in Section 7.02, neither AMP nor any Host Member shall acquire the right to operate the System or be deemed to operate the System for purposes of Section 7701(e)(4)(A)(i) of the Internal Revenue Code, as amended, and the terms of this Agreement shall be construed consistently with the intention of the Parties. AMP shall provide timely notice of Seller's title and sole ownership of each System to all Persons that have, or may come to have, an interest in or lien upon the real property comprising

the Sites. If Seller determines to treat any component of any System as real property, it will so notify AMP in writing along with the reasons therefore, and any required AMP or third party consents arising by reason of such characterization. Notwithstanding the foregoing, Project Investors may hold title to the Systems pursuant to a sale/leaseback or partnership flip transaction so long as the same are still subject to AMP's Lien.

6.02 [RESERVED].

6.03 Ownership of Rebates; AMP Rebate Assistance. All Rebates available in connection with the Systems are owned by Seller. AMP shall provide reasonable assistance to Seller in preparing all documents necessary for Seller to receive such Rebates, and if AMP is deemed to be the owner of such Rebates, AMP shall assign the same to Seller. If AMP receives any payments in respect of Rebates it shall promptly pay them over to Seller.

6.04 Risk of Loss; Exclusive Control. As between the Parties, Seller will be deemed to be in exclusive control (and responsible for any property damage or injuries to persons caused thereby) of the Products up to but excluding each respective Delivery Point and AMP or its Host Member will be deemed to be in exclusive control (and responsible for any property damage or injuries to persons caused thereby) of the Products at and from the Delivery Point. Risk of loss related to the Products will transfer from Seller to AMP at the Delivery Point.

6.05 Seller Liens. Seller shall not 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 (each a "Lien") on or with respect to AMP's or the Host Member's interests in the Sites or any interest therein other than the rights granted Seller hereunder. Seller also shall pay promptly any taxes, charges or fees for which Seller is responsible pursuant to Section 6.06 before a fine or penalty may attach to the Sites.

6.06 Taxes and Assessments. Seller will pay and be responsible for any sales or use tax imposed with respect to Seller's acquisition, installation and ownership of the Systems. Seller shall not be obligated for any taxes payable by or assessed against AMP based on or related to AMP's income or revenues. AMP shall pay and be responsible for any sales, use, excise, transfer and other similar taxes or assessments levied on the sale or deliveries of the

Products hereunder, together with any interest, penalties or additions to tax payable with respect to such taxes or assessments (regardless of whether such taxes or assessments are imposed on Seller or AMP). For avoidance of doubt, the Parties agree that the Ohio Commercial Activities Tax is not such a sales, use, excise, transfer or similar tax or assessment. Seller shall not be liable for any real property taxes or assessments associated with the Site. If Seller pays any real property taxes associated with the Site for which it is not responsible hereunder, AMP shall promptly reimburse Seller for any such payment.

6.07 Quiet Enjoyment. AMP covenants that it shall not take any action or fail to take any action which would cause Seller to be unable to enjoy quiet and peaceful use, enjoyment and possession of the rights granted hereunder for the Term. AMP agrees that this Agreement and any leaseholds, easements and rights of way granted hereunder run with the Sites and survive any transfer of any portion of the Sites. In furtherance of the foregoing, AMP shall cause any owner, tenant, purchaser, lessee, assignee, mortgagee, pledgee or other Person to whom a lien on any Site has been granted by AMP to execute and deliver to Seller an acknowledgment of and consent to the Seller's rights hereunder in a form reasonably satisfactory to Seller, including an acknowledgment of no interest in the Systems. The Outstanding Balance shall be decreased for the amount of any Lost Seller Revenues associated with any period in which Seller is denied quiet enjoyment or access in accordance with the provisions hereof; provided, that, if the Outstanding Balance is zero dollars (\$0), AMP will compensate Seller directly for any such Lost Seller Revenues.

6.08 Insolation. AMP acknowledges that access to sunlight is essential to the value of the rights granted hereunder. Accordingly, except to the extent permitted by any Lease, AMP shall not (i) voluntarily permit any interference with Insolation on and at the Sites, and (ii) AMP will not construct or permit to be constructed any structure on the Sites that would adversely affect Insolation levels, or permit the growth of foliage that could adversely affect Insolation levels. AMP shall include a provision in its power sales contract with its Host Members that requires Host Members to refrain from actions that if done by AMP would be in contravention of Section 6.08(ii). The Outstanding Balance shall be decreased by the amount of any Lost Seller Revenues associated with any interference with Insolation attributable to AMP or Host Members hereunder except to the extent such interference is expressly permitted by any Lease; provided,

that if the Outstanding Balance is zero dollars (\$0), AMP will compensate Seller directly for any such Lost Seller Revenues.

6.09 Other AMP Activities. Neither AMP nor the Host Members shall initiate or conduct activities on, in or about the Sites that have a reasonable likelihood of causing damage, impairment or otherwise materially adversely affecting the Systems. If AMP or a Host Member determines to undertake activities on a Site that require temporary displacement of any portion of such Site, then it shall provide reasonable prior notice to Seller, and at AMP's expense, Seller shall disassemble, store and re-assemble the affected portions of the System at a time and in a manner reasonably calculated to accommodate such work. Storage of any System in accordance with the previous sentence shall be on the applicable Site in a location to be designated by AMP or the Host Member, but in the estimation of Seller reasonably suitable for storage of the component pieces of any System. The Outstanding Balance shall be decreased by the amount of Lost Seller Revenues with respect to the period of such shutdown; provided, that if the Outstanding Balance is zero dollars (\$0), AMP will compensate Seller directly for any such Lost Seller Revenues.

6.10 AMP Requested Shutdown. AMP from time to time may request, on behalf of a Host Member, Seller to temporarily stop operation of a System for a period no longer than thirty (30) days (an "AMP Requested Shutdown"), such request to be reasonably related to AMP's or the Host Member's activities in maintaining, repairing or improving the applicable Site or the Host Member's electric system. During any AMP Requested Shutdown (but not including periods of Force Majeure), the Outstanding Balance shall be decreased by the amount of all Lost Seller Revenues with respect to the period of such shutdown; provided, that if the Outstanding Balance is zero dollars (\$0), AMP will compensate Seller directly for any such Lost Seller Revenues.

6.11 Safety Shutdown. In addition to the right of Seller to shut down a System for maintenance or emergency repairs as provided in Section 5.06, Seller may shutdown the System if in the exercise of its reasonable judgment, Seller believes Site conditions or activities of persons on the applicable Site which are not under the control of Seller may interfere with the safe operation of such System (a "Seller Safety Shutdown"). Seller shall give AMP notice of a

shutdown immediately upon becoming aware of the potential for such conditions or activities. Seller and AMP shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of such System and to reduce the duration of any Seller Safety Shutdown. In the event of a Seller Safety Shutdown caused by AMP or Host Member personnel or contractors, AMP shall be deemed to have caused an AMP Requested Shutdown, and the Outstanding Balance shall be decreased by the amount of Lost Seller Revenues with respect to the period of the shutdown to the extent so caused; provided, that if the Outstanding Balance is zero dollars (\$0), AMP will compensate Seller directly for any such Lost Seller Revenues. If a shutdown pursuant to this Section 6.11 continues for one hundred and eighty (180) days or longer, Seller may terminate this Agreement with respect to the affected Site and require AMP to pay the Early Termination Fee associated with such System.

6.12 System Relocation. AMP may request to move a System to another site owned or controlled by AMP or a Host Member, but any such relocation shall be subject to the approval of Seller in its sole discretion. In connection with such relocation, AMP shall execute an amendment to this Agreement reflecting the new location of the System but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. AMP shall also provide any consents or releases required by Seller in connection with the new location. AMP shall pay all costs associated with the removal and relocation of the System, including installation, testing and interconnection costs. In addition, the Outstanding Balance shall be decreased by the amount of all Lost Seller Revenues with respect to any relocation period; provided, that if the Outstanding Balance is zero dollars (\$0), AMP will compensate Seller directly for any such Lost Seller Revenues. If Seller does not approve such relocation request and the System cannot continue to be operated at the Site, such System shall be terminated hereunder and AMP shall be required to pay the Early Termination Fee for such System.

6.13 Reserved.

6.14 Interconnection Deactivated. If an interconnection with the Host Member becomes deactivated such that the System is no longer able to produce Energy or deliver Energy to the Delivery Point for reasons that are not: (i) a Force Majeure Event; or (ii) caused by or

related to any unexcused action or inaction of Seller, the Outstanding Balance shall be decreased by the amount of any Lost Seller Revenues associated with the period of such deactivation; provided, that if the Outstanding Balance is zero dollars (\$0), AMP will compensate Seller directly for any such Lost Seller Revenues.

ARTICLE VII.

TERM.

7.01 Term. The term of this Agreement shall commence on the Effective Date and shall continue to apply for the Project for a period ending on the first December 31 following the twenty-fifth (25th) anniversary of the Commercial Operation Date of the Last System (the “Term”), unless terminated earlier pursuant to this Agreement. The date on which this Agreement terminates by reason of expiration of the Term is hereafter referred to as the “Expiration Date.”

7.02 AMP Purchase Option. AMP shall have the right, provided that AMP has received a favorable opinion from tax counsel that the exercise of such right will not have a materially adverse effect upon the tax status of the transactions contemplated herein or any bonds issued by AMP respecting the same, to purchase each System at fair market value (“Purchase Option”) on such System’s Purchase Option Date, upon not less than one (1) year’s prior notice prior to the end of the Term hereof. Upon receipt of such notice, the Parties shall set a date within thirty (30) days to meet to discuss the Option Price [more to come after discussion]. [To be discussed.]

7.03 Conditions Precedent for Selected Sites. The obligation of Seller under this Agreement to deliver and make available the Products from a Selected Site and the obligation of AMP under this Agreement to accept or purchase the Products from such Selected Site shall be subject to:

- (a) the satisfaction or waiver by Seller, in its sole discretion, of the following condition precedent:
 - (i) Seller obtaining the applicable Lease, easements, Interconnection Agreement, and Governmental Approvals for such Selected Site to be

constructed hereunder required in order to permit such Selected Site to make available and sell the Products to AMP, by the critical path date for such item on the System Construction Schedule; and

- (b) the satisfaction or waiver by AMP, in its sole discretion, of the following condition precedent:
 - (i) Execution by AMP of a power sales contract with the Participating Members for one hundred percent (100%) of the Products to be provided from the Project, including such Selected Site, on or before close of the Business Day on [May 31, 2016].

7.04 Failure to Satisfy Conditions Precedent for Selected Sites. This Agreement may be terminated with respect to a Selected Site prior to the expiration of the Term, upon thirty (30) days' notice of termination, in the following circumstances:

- (a) By either Party for Seller's failure to satisfy or waive, in its sole discretion, the conditions precedent set forth in Section 7.03(a) for such Selected Site by the relevant date set forth above (unless extended by the Parties) ; or
- (b) By either Party for AMP's failure to satisfy or waive, in its sole discretion, the conditions precedent set forth in Section 7.03(b) for such Selected Site by the relevant date set forth above (unless extended by the Parties);

provided, that if no notice of termination is delivered by either Party on or before June 1, 2016, all conditions precedent shall be deemed satisfied; *provided further* that, upon termination of this Agreement for a Selected Site by either Party pursuant to this Section 7.04, neither Party shall have any obligation or financial liability to the other Party for such Selected Site as a result of such termination, except as may be provided in the JDA.

7.05 Early Termination of the Agreement. This Agreement may be terminated prior to the Expiration Date (such termination date, the "Early Termination Date") under the following circumstances:

- (a) By either Party, if AMP fails to obtain Member approval for at least 20 MWs of Systems with a weighted average Prepayment Credit Rate of not more than \$[XX] per MWh; and
- (b) By the non-defaulting Party, if an Event of Default occurs under this Agreement in accordance with Section 9.01.

ARTICLE VIII.

REPRESENTATIONS AND WARRANTIES.

Each Party represents and warrants to the other as of the Effective Date:

8.01 Organization; Existence; Good Standing. Such Party is duly organized, validly existing and in good standing in the jurisdiction of its organization. Such Party has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, and such Party has taken all requisite corporate, body politic or other action to approve the execution, delivery and performance of this Agreement.

8.02 Binding Obligation. This 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, insolvency, reorganization, moratorium, and other similar laws relating to creditors' rights generally.

8.03 No Litigation. There is no litigation, action, proceeding or investigation pending or, to such Party's knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein.

8.04 Execution and Performance. Such Party's execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement 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 laws or documents, or (iii) any Applicable Laws. To the knowledge of each Party, there are no commitments to third parties that may impair or otherwise adversely affect the

performance of such Party under this Agreement, or the construction, installation or function of a System on any Site.

8.05 Service Contract. This Agreement is a service contract pursuant to Section 7701(e)(3) of the Internal Revenue Code.

8.06 Additional Representation.

- (a) Financial Information. The financial statements AMP has provided to Seller present fairly in all material respects the financial condition and results of operations of AMP.
- (b) Title. To the best of AMP's knowledge and belief, and except as provided on Appendix 7, the title to the Site is not impaired by any outstanding contract, covenant, interest, lien, or mortgage in conflict with this Agreement. AMP has or will have full authority to assign the Seller its lease upon the following Sites as also listed on Appendix 7.
- (c) Seller acknowledges AMP's financial obligations hereunder are a pledge limited to the availability of revenues therefor under its Power Sales Contract with the Participating Members regarding this Project.

ARTICLE IX.

EVENTS OF DEFAULT

9.01 Events of Default. An "Event of Default" shall mean,

- (a) with respect to a Party that is subject to the Event of Default the occurrence of any of the following:
 - (i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied or disputed within ten (10) Business Days after notice thereof;
 - (ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days

after notice thereof; provided, however, that if such false or misleading representation or warranty is not reasonably capable of being remedied within the thirty (30) day cure period, such Party shall have such additional time (not exceeding an additional ninety (90) days) as is reasonably necessary to remedy such false or misleading representation or warranty, so long as such Party promptly commences and diligently pursues such remedy;

- (iii) the failure by a Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) and such failure is not remedied within thirty (30) days after notice thereof; provided, however, that if such failure is not reasonably capable of being remedied within the thirty (30) day cure period, such Party shall have such additional time (not exceeding an additional ninety (90) days) as is reasonably necessary to remedy such failure, so long as such Party promptly commences and diligently pursues such remedy;
- (iv) a Party becomes Bankrupt;
- (v) a Party assigns this Agreement or any of its rights hereunder other than in compliance with Article XII;
- (vi) a Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party; or
- (vii) with respect to Seller as the defaulting Party, and subject to Section 5.18, failure by Seller to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Deadline, after given effect to Permitted Extensions or through payment of Daily Delay Damages.

9.02 Remedies; Declaration of Early Termination Date. If an Event of Default with respect to a defaulting Party shall have occurred and be continuing, the non-defaulting Party shall have the right to the following:

- (a) send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, of an Early Termination Date;
- (b) accelerate all amounts owing between the Parties and end the Delivery Term effective as of the Early Termination Date;
- (c) withhold any payments due to the defaulting Party under this Agreement;
- (d) suspend performance;
- (e) if AMP is the non-defaulting Party:
 - (i) if the Event of Default occurs prior to the Initial Energy Delivery Date, AMP's sole and exclusive remedy shall be receipt the Capacity LD Amount and any Daily Delay Damages that are due and payable as of the Early Termination Date;
 - (ii) if the Event of Default occurs after the Initial Energy Delivery Date, Seller shall return to AMP the Outstanding Balance and shall pay AMP the Termination Payment in accordance with Section 9.03; and
- (f) if Seller is the non-defaulting Party, Seller shall be entitled to an amount equal to the Early Termination Fee less the Outstanding Balance.

9.03 Termination Payment. The "Termination Payment" shall be the aggregate of all Settlement Amounts plus any or all other amounts due to AMP netted into a single amount. If AMP's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the Termination Payment shall be zero dollars (\$0). AMP shall calculate, in a commercially reasonable manner, a Settlement Amount as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement

Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages; provided, however, that any lost Capacity Attributes, Transmission Attributes, and Environmental Attributes shall be deemed direct damages covered by this Agreement. Without prejudice to AMP's duty to mitigate under Section 9.05, AMP shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (a) the actual damages that AMP would incur in connection with the termination of this Agreement would be difficult or impossible to predict with certainty, and (b) the Termination Payment described in this section is a reasonable and appropriate approximation of such damages.

9.04 Rights and Remedies Are Cumulative. Except where liquidated damages are provided as the exclusive remedy, the rights and remedies of a Party pursuant to this Article IX shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

9.05 Mitigation. Any non-defaulting Party shall be obligated to mitigate its Costs and Losses resulting from any Event of Default of the other Party under this Agreement.

9.06 Step-In Rights.

- (a) Upon the occurrence of a Seller Event of Default after the Commercial Operation Date, AMP shall have the right, but not the obligation, to exercise its Step-In Rights in the manner specified in subsection (d)(iv) below, for the period of time until Seller has cured its Event of Default or this Agreement has been terminated.
- (b) Seller shall not grant any person, other than the Project Investors, a right to possess, assume control of, or operate the Systems in derogation of AMP's Step-In Rights.
- (c) AMP acknowledges that the Project Investors may foreclose and take possession of and operate the Systems and AMP may be required to subordinate its Step-In Rights in such circumstance. AMP's Step-In Rights shall be limited only by foreclosure of the Systems as a result of

Seller's material default of its contractual obligations with the Project Investors.

- (d) AMP shall implement its Step-In Rights in conformance with Prudent Practice and shall cause to be performed, Seller's obligations in a manner consistent with Seller's duties under this Agreement. AMP shall give Seller and the Project Investors ten (10) days' notice in advance of exercising AMP's Step-In Rights. Upon receipt of such notice:
 - (i) Seller shall make available all documents, contracts, books, manuals, reports, and records required to construct, operate, and maintain the Systems in accordance with Prudent Practice.
 - (ii) Seller shall give AMP, its employees, contractors, or designated third parties unrestricted access to the Sites and the Systems and if so requested by AMP, assignment of the Leases.
 - (iii) Seller shall cooperate in the implementation of AMP's Step-In Rights.
 - (iv) AMP shall cause a Qualified Operator to operate the Project.
 - (v) AMP shall use the output generated and delivered from the Systems during such period in partial satisfaction of Seller's obligations hereunder.
- (e) Seller shall retain legal title to and ownership of the System.
- (f) AMP shall provide Seller with at least fifteen (15) days' notice of AMP's intent to relinquish its Step-In Rights. AMP shall relinquish its Step-In Rights on the earliest of (i) termination of this Agreement; (ii) Seller has cured all outstanding defaults; (iii) AMP's unilateral decision to relinquish possession of the Systems; or (iv) the Parties' mutual decision.

ARTICLE X.
DISPUTE RESOLUTION.

10.01 Resolution by Parties. In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement (a “Dispute”), the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations between the Parties. If such consultations do not result in a resolution of the Dispute within thirty (30) days after notice of the Dispute has been delivered to either Party, then such Dispute shall be referred to the senior management of the Parties for resolution. If the Dispute has not been resolved within thirty (30) days after such referral to the senior management of the Parties, then either Party may pursue all of its remedies available hereunder or pursuant to Applicable Law. The Parties agree to attempt to resolve all Disputes promptly, equitably and in a good faith manner.

ARTICLE XI.
INSURANCE, CASUALTY AND CONDEMNATION.

11.01 Insurance. In connection with each Party’s performance of its duties and obligations under this Agreement, each Party shall maintain insurance in accordance with Appendix 3.

11.02 Generally. Upon each Party’s request annually, each Party shall deliver to the other Party copies of endorsements or, if acceptable to the requesting Party, certificates of insurance, evidencing such respective coverage referenced above, which shall specify that the other Party shall be given at least thirty (30) days’ prior written notice by the applicable insurer in the event of any material modification, cancellation or termination of coverage. Such insurance shall be on an occurrence basis and shall be primary coverage without right of contribution from any insurance of the other Party and shall permit waivers of subrogation against the other Party. 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. Seller’s insurer may be an Affiliate of Seller.

11.03 Condemnation. If at any time during the Term, any part of a Site or System is taken for any public or quasi-public use under Applicable Law, ordinance or regulation by a Governmental Authority by condemnation or right of eminent domain, then each Party shall be entitled to separately pursue an award for its respective property interest appropriated as well as any damages suffered thereby, and each Party hereby waives any right to any award that may be prosecuted by the other Party.

11.04 Casualty. If at any time during the Term a System is so severely damaged by fire or other casualty that substantial alteration, reconstruction or restoration is required, then Seller shall have the right, but not the obligation, to reconstruct or restore the System and if Seller elects to do so, then the Agreement shall remain in full force and effect with respect to such System, without change, for the remainder of the Term. If Seller fails to provide notice of its intention to reconstruct or restore the System within ninety (90) days of any such casualty, this Agreement shall terminate with respect to such System. In such case, Seller shall remove the System from the Site in accordance with the applicable provisions of the relevant Lease and shall pay to AMP an amount equal to the portion of the Outstanding Balance allocable to the terminated System. Seller's Estimated Annual Production shall be reduced accordingly.

ARTICLE XII.

ASSIGNMENT.

12.01 Generally. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Seller and AMP and their respective successors and permitted assigns. Any purported assignment in violation of this Article XII shall be null and void ab initio.

12.02 Assignment by AMP. AMP shall not assign its interests in this Agreement, nor any part thereof, without Seller's prior written consent, which consent shall not be unreasonably withheld, delayed, conditioned or denied. For avoidance of doubt, AMP's obligations under its Power Sales Contract with its Participating Members relating to the Project shall not be considered such an assignment.

12.03 Assignment by Seller. Except as expressly provided herein, Seller shall not sell, transfer or assign this Agreement or any right, interest or obligation therein (collectively, an

“Assignment”), without the prior written consent of AMP; provided, however, that, without the prior consent of (but with notice to) AMP, Seller may (i) make an Assignment to an Affiliate of Seller; (ii) make an Assignment through merger, consolidation or sale of all or substantially all of Seller’s stock, interests or assets; (iii) collaterally assign or pledge its interests hereunder or in the Systems or any monies due under this Agreement, as described more fully below in Section 12.04; and (iv) make an Assignment to a Project Investor as part of a sale/leaseback financing, lease pass-through or partnership flip. Otherwise, Seller may make an Assignment of Seller’s rights and obligations hereunder only upon AMP’s prior consent; provided that AMP shall not unreasonably withhold, condition or delay its consent to an Assignment of Seller’s rights and obligations hereunder if AMP has been provided with reasonable proof acceptable to AMP in its reasonable discretion that the proposed assignee: (x) is a Qualified Operator; and (y) has the financial capability to maintain the Systems and perform hereunder. A direct assignee of Seller’s obligations hereunder shall assume in writing, in form and content reasonably satisfactory to AMP, the due performance of all Seller’s obligations under this Agreement. AMP will provide such confirmations, releases and novations as are reasonably requested by Seller in connection with any such assignment.

12.04 Financing Accommodations.

(a) Assignment to Project Investor. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the System. AMP acknowledges that Seller may obtain construction financing for the System from a third party and that Seller may either obtain term financing secured by the System or sell or assign the System to a Project Investor or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. AMP acknowledges that in connection with such transactions Seller may secure Seller’s obligations by, among other collateral, an 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 Project Investor, AMP agrees as follows:

- (i) Consent to Collateral Assignment. AMP hereby consents to both of the sale of the System to a Project Investor and the collateral

assignment to the Project Investor of the Seller's right, title and interest in and to this Agreement.

(ii) Rights of Project Investor. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Project Investor, as owner of the System, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Project Investor shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the System;

(B) Opportunity to Cure Default. The Project Investor 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 Seller thereunder or cause to be cured any default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Project Investor to cure any default of Seller under this Agreement or to perform any act, duty or obligation of Seller under this Agreement (unless the Project Investor has succeeded to Seller's interests under this Agreement), but AMP hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the System by the Project Investor, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Project Investor (or any assignee of the Project Investor as

defined below) in lieu thereof, the Project Investor shall give notice to AMP of the transfer or assignment of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

- (D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Project Investor made within ninety (90) days of such termination or rejection, AMP shall enter into a new agreement with Project Investor or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

- (A) Cure Period. AMP will not exercise any right to terminate or suspend this Agreement unless it shall have given the Project Investor prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Project Investor shall not have caused to be 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; provided that if such Seller default reasonably cannot be cured by the Project Investor within such period and the Project Investor commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional one hundred twenty (120) days. The Parties' respective

obligations will otherwise remain in effect during any cure period.

- (B) Continuation of Agreement. If the Project Investor or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Project Investor, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 12.04(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Project Investor a Third Party Beneficiary. AMP agrees and acknowledges that Project Investor is a third party beneficiary of the provisions of this Section 12.04.

(c) Entry to Consent to Assignment. AMP agrees to (i) execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Seller or Project Investor in connection with such financing or sale of the System.]

ARTICLE XIII.

INDEMNIFICATION.

13.01 Indemnification by Seller. Seller shall fully indemnify, save harmless and defend AMP, its Members, trustees, Representatives, and invitees ("AMP Indemnified Parties") from and against any and all costs, claims, and expenses incurred by AMP in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by (a) the reckless, wanton or willful misconduct of Seller or its Representatives or others under Seller's control or (b) a Seller Default; provided, however, that Seller's obligations pursuant to this Section 13.01 shall not extend to claims, demands, lawsuits or actions for liability to the extent

attributable to the gross negligence, reckless, wanton or willful misconduct of AMP; provided further, however, that nothing in this Section is intended to modify the limitation of Seller's liability set forth in Sections 9.04 and 16.01.

13.02 Indemnification by AMP. AMP shall fully indemnify, save harmless and defend Seller, its directors, Representatives, and any Project Investor ("Seller Indemnified Parties") from and against any and all costs, claims, and expenses incurred by Seller in connection with or arising from (a) any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by (i) the reckless, wanton or willful misconduct of AMP or its Representatives or others under AMP's control or (ii) an AMP Default and (b) any physical damage to or physical destruction of a Site or a System resulting from access to the Site pursuant to Section 4.04; provided, however, that AMP's obligations pursuant to this Section 13.02 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the gross negligence, reckless, wanton or willful misconduct of Seller; provided further, however, that nothing in this Section is intended to modify the limitation of AMP's liability set forth in Sections 9.04 and 16.01.

13.03 Notice of Claims. Any Party seeking indemnification hereunder (the "Indemnified Party") shall deliver to the other Party (the "Indemnifying Party") a notice describing the facts underlying its indemnification claim and the amount of such claim (each such notice a "Claim Notice"). Such Claim Notice shall be delivered promptly to the Indemnifying Party after the Indemnified Party receives notice that an action at law or a suit in equity has commenced; provided, however, that failure to deliver the Claim Notice as aforesaid shall not relieve the Indemnifying Party of its obligations under this Section, except to the extent that such Indemnifying Party has been prejudiced by such failure.

13.04 Defense of Action. If requested by an Indemnified Party, the Indemnifying Party shall assume on behalf of the Indemnified Party, and conduct with due diligence and in good faith, the defense of such Indemnified Party with counsel reasonably satisfactory to the Indemnified Party; provided, however, that if the Indemnifying Party is a defendant in any such action and the Indemnified Party believes that there may be legal defenses available to it that are inconsistent with those available to the Indemnifying Party, the Indemnified Party shall have the

right to select separate counsel to participate in its defense of such action at the Indemnifying Party's expense. If any claim, action, proceeding or investigation arises as to which the indemnity provided for in this Section applies, and the Indemnifying Party fails to assume the defense of such claim, action, proceeding or investigation after having been requested to do so by the Indemnified Party, then the Indemnified Party may, at the Indemnifying Party's expense, contest or, with the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, settle such claim, action, proceeding or investigation. All costs and expenses incurred by the Indemnified Party in connection with any such contest or settlement shall be paid upon demand by the Indemnifying Party.

ARTICLE XIV.

FORCE MAJEURE

14.01 Force Majeure Events. Notwithstanding anything to the contrary in this Agreement, if a Force Majeure Event causes either Party to be rendered wholly or partly unable to perform its obligations under this Agreement, that Party shall be excused from performance (other than credit support or payment obligations) solely to the extent and during such period performance is prevented and shall not be construed to be in default in respect of any obligation hereunder for so long as, but only to the extent that, failure to perform such obligation is due to a Force Majeure Event.

14.02 Force Majeure Event Notification. A Party claiming a Force Majeure Event shall: (i) as soon as reasonably practicable, provide oral notice followed by written notice to the other Party within five (5) Business Days after such Party becomes aware of such Force Majeure Event, giving a written explanation of the event and an estimate of its expected duration and probable effect on the performance of that Party's obligations hereunder ("Duration Estimate"), provided that a Party shall be entitled to claim a Force Majeure Event notwithstanding any delay in providing such notice except for the period of such delay, (ii) use commercially reasonable efforts in accordance with Prudent Practice to continue to perform its obligations under this Agreement, to remedy the condition that prevents performance and to mitigate the effects of the same, and (iii) keep the other Party informed in writing of all efforts to mitigate and remedy the Force Majeure Event including periodic updates to the Duration Estimate and, if applicable notice of the Force Majeure Event's cure.

14.03 Suspension of Performance. The suspension of performance due to a Force Majeure Event shall be of no greater scope and of no longer duration than is required by such Force Majeure Event. No Force Majeure Event shall extend this Agreement beyond its stated Term.

14.04 Force Majeure Event Termination.

(a) This Agreement may be terminated in its entirety by either Party with no further obligation to the other Party if a Force Majeure Event prevents the performance of a material portion of the obligations hereunder and such Force Majeure Event is not resolved within six (6) months after the commencement of such Force Majeure Event.

(b) This Agreement may be terminated with respect to a System by either Party with no further obligation to the other Party if a Force Majeure Event impacts a single System that impairs or prevents the operation of such System and such Force Majeure Event is not resolved within (6) months after the commencement of such Force Majeure Event.

14.05 Liability Following Termination.

(a) Upon termination of this Agreement as provided in Section 14.04(a), the Parties shall have no further liability or obligation to each other except for (i) any obligation arising prior to the date of such termination and (ii) Seller's payment to AMP of an amount equal to the Outstanding Balance.

(b) Upon termination of this Agreement as provided in Section 14.04(b), the Parties shall have no further liability or obligation to each other with respect to the terminated System except for any obligation arising prior to the date of such termination. In the event of a termination with respect to a System, the Estimated Annual Production shall be reduced accordingly and Seller shall pay to AMP an amount equal to the portion of the Outstanding Balance allocable to the terminated System.

ARTICLE XV.

CREDIT AND COLLATERAL REQUIREMENTS

15.01 Secured Interest. To secure its obligations under this Agreement, and until such time as the Outstanding Balance is zero dollars (\$0), Seller hereby grants to AMP a present and continuing first priority security interest in, and lien on (and right of setoff against), and assignment of, all of the Systems. Each Party agrees to take such action as the other Party reasonably requires in order to perfect AMP's first-priority security interest in, and lien on (and right of setoff against), the Systems and all proceeds resulting from the liquidation thereof. Upon or any time after the occurrence and during the continuation of an Event of Default by Seller or an Early Termination Date as a result thereof, AMP may (i) exercise any of the rights and remedies of a secured party with respect to the Systems, including any such rights and remedies under Applicable Law then in effect; and (ii) liquidate all or any portion of the Systems free from any claim or right of any nature whatsoever of Seller. AMP shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce the Seller's obligations under the Agreement (Seller remaining liable for any amounts owing to AMP after such application), subject to AMP's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.]

ARTICLE XVI.

LIMITATIONS ON LIABILITY

16.01 Limitations on Liability. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, UNLESS THE PROVISION IN QUESTION PROVIDES THAT THE EXPRESS REMEDIES ARE IN ADDITION TO OTHER REMEDIES THAT MAY BE AVAILABLE. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATION IN RESPECT OF THIRD PARTY CLAIMS OR AS OTHERWISE EXPRESSLY HEREIN

PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS EXPRESSLY HEREIN PROVIDED, IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE XVII.
MISCELLANEOUS.

17.01 Effectiveness of Agreement; Survival. This Agreement shall be in full force and effect, enforceable and binding in all respects as of the Effective Date until the conclusion of the Term or earlier termination pursuant to the terms of this Agreement; provided however, that this Agreement shall remain in effect until the Parties have fulfilled all obligations under this Agreement, including payment in full of amounts due for the Product delivered prior to the end of the Term, indemnification payments or other damages (whether directly or indirectly such as through set-off or netting). All indemnity rights shall survive the termination or expiration of this Agreement for the longer of twelve (12) months or the expiration of the statute of limitations period of the claim underlying the indemnity obligation. Notwithstanding any provisions herein to the contrary, the obligations set forth in Section 17.03 and Article XVI, the indemnity obligations set forth in Article XIII, and the limitations on liabilities set forth herein shall survive (in full force) the expiration or termination of this Agreement.

17.02 Additional Documents. Upon the receipt of a written request from another Party, each Party shall execute such additional documents, instruments, estoppels, consents,

confirmations and assurances, and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

17.03 Confidentiality. If either Party or its Representatives provides to the other Party confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, or technical information regarding the design, operation and maintenance of the Systems or of a Party's business ("Confidential Information"), the receiving Party shall protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, but in any event not less than a commercially reasonable degree of care, and refrain from using such Confidential Information except in the negotiation and performance of this Agreement; provided, however, that the receiving Party may disclose such Confidential Information to its Representatives and Project Investors who have a need to know such information in connection with the receiving Party's rights and obligations under this Agreement. Confidential Information also includes the terms of this Agreement. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a Governmental Authority under Applicable Law or pursuant to a validly issued subpoena; (iii) becomes available to the receiving Party from a source which is not known to the receiving Party to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the disclosing Party; or (iv) information which the receiving Party can demonstrate was legally in its possession prior to disclosure by the disclosing Party. In the event that the receiving Party is requested or required by legal or regulatory authority to disclose any Confidential Information, the receiving Party shall promptly notify the disclosing Party of such request or requirement prior to disclosure, if permitted by Applicable Law, so that the disclosing Party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, the receiving Party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable

efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

17.04 Public Announcements. To avoid any conflicts regarding claims of solar or renewable energy use or production, a Party shall submit to the other Party for prior written approval any public announcements, including without limitation, press releases, regarding the matters contemplated hereunder, the System or AMP's use of solar or renewable energy, such approval not to be unreasonably withheld, conditioned, delayed or denied. For avoidance of doubt, AMP's communications with its Board and Members are not considered public announcements, even if made in a public or third party forum, including but not limited to, presentations to a Member's council, committee or board meeting or other Member sponsored forum, rating agency presentations or discussions with potential lenders or underwriters.

17.05 Integration; Attachments. This Agreement, together with the Appendices and any Exhibits attached hereto, constitutes the entire agreement and understanding between Seller and AMP with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof.

17.06 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement accepted standards of performance within the solar photovoltaic power generation 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.

17.07 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing, or in the case of Appendices hereto a revised Appendix, executed or approved by duly authorized representatives of Seller and AMP.

17.08 Waiver. No waiver of any provision of this Agreement shall be effective unless set forth in writing signed by the Party granting such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing. The failure of Seller or AMP to enforce any of the provisions of this 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. No single or partial exercise of any right under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right; and no waiver of any breach of or default under any provision of this Agreement shall constitute or be construed as a waiver of any subsequent breach of or default under that or any other provision of this Agreement.

17.09 Cumulative Remedies. Except as set forth herein, any right or remedy of Seller or AMP shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

17.10 Survival. The obligations hereunder that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to give them full effect.

17.11 Governing Law; Jurisdiction; Forum. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without reference to any choice of law principles. Any legal action or proceeding with respect to or arising out of this Agreement shall be brought exclusively in the state or federal courts located in Franklin County, Ohio. By execution and delivery of this Agreement, Seller and AMP accept, generally and unconditionally, the jurisdiction of the aforesaid courts. Seller and AMP hereby waive any right to stay or dismiss any action or proceeding under or in connection with this Agreement brought before the foregoing courts on the basis of *forum non-conveniens*.

17.12 Waiver of Jury Trial. TO THE EXTENT ENFORCEABLE UNDER APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE SELLER TO ENTER INTO THIS AGREEMENT.

17.13 Attorneys' Fees. In any proceeding brought to enforce this Agreement or because of a breach by any Party of any covenant or condition herein, absent bad faith, the prevailing Party shall not be entitled to attorneys' fees.

17.14 Severability. Any term, covenant or condition in this Agreement that to any extent is invalid or unenforceable in any respect in any jurisdiction shall, as to such jurisdiction, be ineffective and severable from the rest of this Agreement to the extent of such invalidity or prohibition, without impairing or affecting in any way the validity of any other provision of this Agreement, or of such provision in other jurisdictions. The Parties shall use good faith efforts to replace any provision that is ineffective by operation of this Section with an effective provision that as closely as possible corresponds to the spirit and purpose of such ineffective provision.

17.15 Headings. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

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

17.17 Injunctive Relief. The Parties acknowledge and agree that any violation or breach of the provisions of this Agreement may result in irreparable injury to a Party for which a remedy at law may be inadequate. In addition to any relief at law that may be available to a non-breaching Party for such a violation or breach, and regardless of any other provision contained in this Agreement, such Party shall be entitled to seek injunctive and other equitable relief and shall not be required to post any bond in connection therewith.

17.18 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and their respective permitted successors and permitted assigns, and this Agreement shall

not otherwise be deemed to confer upon or give to any other third party any remedy, claim, liability, reimbursement, cause of action or other right.

17.19 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute but one agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) or tagged image format (.tif), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

17.20 No Public Utility. Neither Party shall assert that Seller 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 Seller's obligations or performance under this Agreement. If at any time as a result of any Change of Law, Seller would be subject to regulation as an electric utility or public service company (or its equivalent) by any Governmental Authority by virtue of this Agreement, AMP will use its best efforts to restructure this Agreement so that Seller will not be subject to such regulation (while preserving for both Parties the substantive economic benefits conferred hereunder).

17.21 No Recourse to Affiliates. This Agreement is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, affiliate, Project Investor, director, trustee, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

17.22 Notices. Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other Party as follows:

If to Seller:

DG AMP Solar, LLC

c/o NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, Florida 33408
Attn: Matthew Handel, Vice President
Phone: 561-304-6040
Email: Matt.Handel@nee.com

With copy to:

NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, Florida 33408
Attn: Vice President and General Counsel
Phone: 561-691-7126
Email: Mitch.Ross@nee.com

If to AMP:

American Municipal Power, Inc.
1111 Schrock Rd., Suite 100
Columbus, Ohio 43229
Attn: President/CEO
Phone: 614-540-1111
Fax: 614-540-1083
Email: mgerken@amppartners.org

With copy to:

American Municipal Power, Inc.
1111 Schrock Rd., Suite 100
Columbus, Ohio 43229
Attn: General Counsel
Phone: 614-540-1111
Fax: 614-540-6397
Email: jbentine@amppartners.org

With e-mail copies to:

Pamala Sullivan
psullivan@amppartners.org

Scott Kiesewetter
skiesewetter@amppartners.org

Rachel Gerrick
rgerrick@amppartners.org

or at such other address as may be designated in writing to the other Party in accordance with Section 17.23. If requested by Seller, AMP agrees to provide any Project Investor with copies of

all notices and communications provided to Seller hereunder. Unless otherwise provided herein, any notice provided for in this Agreement shall be hand-delivered, or sent by (a) registered or certified U.S. Mail, postage prepaid, (b) commercial overnight delivery service, or (c) facsimile or email attachment, and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand-delivered, or upon confirmation of sending when sent by facsimile or email (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. Mail. AMP shall deliver to any Project Investor whose notice information has been provided to AMP in accordance with this Section 17.01, concurrently with delivery thereof to Seller, a copy of each notice of default given by AMP under this Agreement, inclusive of a reasonable description of Seller Default, and no such notice shall be effective absent delivery to the Project Investor.

17.23 Notice Updates. All modifications to the notice contact information contained in this Section shall be included in a revised Appendix 10.

17.24 The Parties shall update all appendices as appropriate and as agreed by each Party from time to time. Each updated Appendix shall be dated as of the effective date thereof and executed by an authorized Representative of each Party. Such execution shall be conclusive as to authority of the executing Representative.

[Signature page follows.]

IN WITNESS WHEREOF intending to be legally bound hereby, the Parties have executed this Solar Power Purchase Agreement as of the Effective Date.

DG AMP Solar, LLC,
a Delaware limited liability company

By: _____
Its: _____

AMERICAN MUNICIPAL POWER, INC.
an Ohio not for profit corporation

By: _____
Marc S. Gerken, P.E.
President/CEO

Approved as to Form:

By: _____
John W. Bentine
Senior Vice President and General Counsel

APPENDIX 1
DESCRIPTION OF SITES, GUARANTEED COMMERCIAL OPERATION DATES
(EXCEPT SMALL SITES)

The Sites are located at _____.

[Attach legal description of each Site from property deeds, or photos of the property sufficient to identify each Site]

[Note: CVEC sites under second PPA.]

DATED _____, 2016

APPROVED: _____

BY: _____
TITLE, SELLER

BY: _____
TITLE, BUYER

**APPENDIX 2
SITE PLANS AND SYSTEMS
(EXCEPT SMALL SITES)**

Site Plan:

Attach preliminary drawings of Engineer's approved Site Plans for grid-connected, ground-mount solar electric PV systems. As-built drawings to be provided upon completion and Commercial Operation Dates, and amended to this Appendix.

System:

Solar System Size: _____ kW (ac)
Estimated Year 1 Production: _____ kWh (P90)
Estimated Annual Degradation: _____ %
Estimated Commercial Operation Date: TBD; depending upon interconnection application, incentives and permitting

Module: _____ [insert number to be installed] of _____ watt _____ [mfr name and model number] solar module or equivalent

Inverter: _____ [insert number to be installed] of _____ [mfr name and model number]

Structure: _____ [describe: [roof-top] [ground] mounted installed on ____]

Warranty: ____ year power warranty including minimum annual production amount.

System Includes: System components include: Solar panels, support system, inverter system, wire kits, and data monitoring system. Design including: site visits, system drawings, engineering review and stamps (not including building structural review, if required). System commissioning. Support for interconnection application and permitting.

[EXPAND AS NECESSARY TO DESCRIBE MULTIPLE SYSTEMS]

DATED _____, 2016

APPROVED: _____

BY: _____
TITLE, SELLER

BY: _____
TITLE, BUYER

APPENDIX 3 INSURANCE

Prior to the Commercial Operation Date, each Party shall procure and maintain the following minimum insurance, with insurers rated "A-" VII or higher by A.M. Best's Key Rating Guide that are licensed to do business in Ohio:

- a) Workers' Compensation Insurance for statutory obligations imposed by applicable laws, including, where applicable, the Alternate Employer Endorsement, the United States Longshoremen's and Harbor Workers' Act, the Maritime Coverage and the Jones Act;
- b) Employers' Liability Insurance, including Occupational Disease, shall be provided with a limit of (i) One Million Dollars (\$1,000,000) for bodily injury per accident, (ii) One Million Dollars (\$1,000,000) for bodily injury by disease per policy, and (iii) One Million Dollars (\$1,000,000) for bodily injury by disease per employee;
- c) Business Automobile Liability Insurance which shall apply to all owned, non-owned, leased, and hired automobiles with a limit of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage;
- d) General Liability Insurance which shall apply to liability arising out of premises, operations, bodily injury, property damage, products and completed operations and liability insured under and insured contract (contractual liability), with a limit of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate. The products and completed operations coverage insurance shall be provided for the duration of any applicable warranty period;
- e) Excess Liability Insurance which shall apply to Employers Liability, Commercial General Liability and Business Automobile Liability Insurance, required in (b), (c), and (d) above, with a limit of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate;
- f) Broad Form Site Insurance with limits of insurance written on a probable maximum loss basis, including sublimits for wind, earthquake, and flood exposures.

Except for Workers' Compensation Insurance, AMP shall be endorsed as an additional insured on Seller's insurance policies required to be maintained under the Agreement and such policies shall provide for a waiver of subrogation in favor of AMP. All policies of insurance required to be maintained by Seller hereunder shall provide for a severability of interests clause and include a provision that Sellers's

insurance policies are to be primary and non-contributory to any insurance that may be maintained by or on behalf of AMP.

Except for Workers' Compensation Insurance, Seller shall be endorsed as an additional insured on AMP's insurance policies required to be maintained under the Agreement and such policies shall provide for a waiver of subrogation in favor of Seller. All policies of insurance required to be maintained by AMP hereunder shall provide for a severability of interests clause and include a provision that AMP's insurance policies are to be primary and non-contributory to any insurance that may be maintained by or on behalf of Seller.

In the event that any policy furnished by a Party provides for coverage on a "claims made" basis, the retroactive date of the policy shall be the same as the effective date of the Agreement, or such other date, as to protect the interest of the other Party. Furthermore, for all policies furnished on a "claims made" basis, a Party's providing of such coverage shall survive the termination of the Agreement and the expiration of any applicable warranty period, until the expiration of the maximum statutory period of limitations in the State of Ohio for actions based in contract or in tort. If coverage is on "occurrence" basis, a Party shall maintain such insurance during the entire term of the Agreement.

Each Party shall promptly provide the other Party evidence of the minimum insurance coverage required under the Agreement in the form of an ACORD certificate or other certificate of insurance. If any of the required insurance is cancelled or non-renewed, the applicable Party shall within thirty (30) days provide written notice to the other Party and file a new certificate of insurance with such other Party, demonstrating that the required insurance coverage to be maintained hereunder has been extended or replaced. Neither a Party's failure to provide evidence of minimum coverage of insurance following the other Party's request, nor such other Party's decision to not make such request, shall release a Party from its obligation to maintain the minimum coverage provided for in this Appendix 3.

Each Party shall be responsible for covering all deductibles associated with the foregoing insurance coverage.

DATED _____, 2016

APPROVED: _____

BY: _____
TITLE, SELLER

BY: _____
TITLE, BUYER

APPENDIX 4
EARLY TERMINATION FEE

The Early Termination Fee with respect to the Project under the Agreement shall include a lump sum payment calculated in accordance with the following schedule.

Early Termination Occurs in Year:	ETF Component Payment
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

DATED _____, 2016

APPROVED: _____

BY: _____
TITLE, SELLER

BY: _____
TITLE, BUYER

**APPENDIX 5
PRICING**

[TO COME]

DATED _____, 2016
APPROVED: _____
BY: _____
TITLE, SELLER
BY: _____
TITLE, BUYER

APPENDIX 6

ENVIRONMENTAL ATTRIBUTES

AMP shall be entitled to fifty percent (50%) of the Environmental Attributes created or available from the Project hereunder. The Parties shall cooperate in efforts to maximize the value of the same. Such Environmental Attributes shall be promptly transferred to AMP under the following procedure.

The Environmental Attributes provided by the Seller to AMP hereunder shall be created and transferred consistent with the GATS Operating Rules, if applicable, or otherwise as agreed to by Buyer and Seller. Seller and AMP shall pay their respective costs, fees and expenses to create and maintain a GATS account for the purpose of delivering and taking delivery, as applicable, of the Environmental Attributes sold under this Agreement.

DATED _____, 2016

APPROVED: _____

BY: _____
TITLE, SELLER

BY: _____
TITLE, BUYER

APPENDIX 7

SITE ISSUES

[TO COME]

DATED _____, 2016

APPROVED: _____

BY: _____
TITLE, SELLER

BY: _____
TITLE, BUYER

APPENDIX 8

SMALL SITES AND SYSTEMS

[TO COME]

DATED _____, 2016

APPROVED: _____

BY: _____
TITLE, SELLER

BY: _____
TITLE, BUYER

APPENDIX 9

HOST MEMBER CONTACTS

[TO COME]

DATED _____, 2016

APPROVED: _____

BY: _____
TITLE, SELLER

BY: _____
TITLE, BUYER

APPENDIX 10

NOTICE CONTACT INFORMATION

[TO COME]

Until modified Notice Contact Information is contained in Section 17.22.

DATED _____, 2016

APPROVED: _____

BY: _____
TITLE, SELLER

BY: _____
TITLE, BUYER

APPENDIX 11

TEST ENERGY AND SYSTEM ENERGY CONSUMPTION

All Test Energy and System Consumption in any Monthly Period shall be repaid to AMP by netting each .1 MWh of such Energy from the Metered Output used to determine the Prepayment Credit for the following Monthly Period.

DATED _____, 2016

APPROVED: _____

BY: _____
TITLE, SELLER

BY: _____
TITLE, BUYER

APPENDIX 12
FORM OF LEASE

[TO COME]

DATED _____, 2016

APPROVED: _____

BY: _____
TITLE, SELLER

BY: _____
TITLE, BUYER

APPENDIX 13

ESTIMATED ANNUAL PRODUCTION

[TO COME]

DATED _____, 2016

APPROVED: _____

**BY: _____
TITLE, SELLER**

**BY: _____
TITLE, BUYER**

APPENDIX 14

WIRE INSTRUCTIONS

Below are the bank details for AMP:

Bank Account Name: American Municipal Power, Inc.
Bank Routing Number/ABA: 044000024 (ACH and Wire)
Bank Account Number: 01892204055
Bank Name: Huntington National Bank
Our Address: American Municipal Power, Inc.
1111 Schrock Rd; Suite 100
Columbus, Ohio 43229

Please include any invoice number or reference information on your payment.

E-Mail Contact for Banking: Treasury@AMPPartners.org

DATED _____, 2016

APPROVED: _____

BY: _____
TITLE, SELLER

BY: _____
TITLE, BUYER

**APPENDIX 15
JOINT DEVELOPMENT AGREEMENT**

[COPY TO BE FURNISHED]

DATED _____, 2016

APPROVED: _____

**BY: _____
TITLE, SELLER**

**BY: _____
TITLE, BUYER**