

**STORY AND HARDIN COUNTIES, IOWA
STORY COUNTY II WIND ENERGY FACILITY**

POWER PURCHASE AGREEMENT

between

THE CITY OF AMES

as Purchaser

and

GARDEN WIND, LLC

as Seller

dated as of

August __, 2009

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POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT (this "Agreement") is made this ____ day of August, 2009, by and between The City of Ames, a Iowa municipality ("Purchaser") and Garden Wind, LLC, a Delaware limited liability company ("Seller"). Purchaser and Seller are each individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Purchaser is an Iowa municipality organized and operating as a public utility pursuant to Iowa statutes;

WHEREAS, Seller intends to construct and operate a wind generation facility with 150 MW aggregate nameplate capacity on a site located in Story and Hardin Counties, Iowa; and

WHEREAS, Seller desires to sell, and Purchaser desires to purchase and receive, the Purchaser's Proportion of Energy and Credits from the Wind Project on the terms and conditions set forth herein.

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

ARTICLE 1 DEFINITIONS

1.1 *Definitions.*

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

"Act" shall mean Subtitle 4 of Title IX of the Code of Iowa (2009) and subsequent revisions thereto.

"Affiliate" shall mean, with respect to any Person, (i) each Person that directly or indirectly, controls or is controlled by or is under common control with such designated Person; (ii) any Person that beneficially owns or holds ten percent (10%) or more of any class of voting securities of such designated Person or ten percent (10%) or more of the equity interest in such designated Person; or (iii) any Person of which such designated Person beneficially

owns or holds ten percent (10%) or more of the equity interest. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"After-Tax Basis" shall mean, with respect to any payment received or deemed to have been received by any Person, the amount of such payment (the "Base Payment") supplemented by a further payment (the "Additional Payment") to such Person so that the sum of the Base Payment plus the Additional Payment shall, after deduction of the amount of all taxes required to be paid by such Person in respect of the receipt or accrual of the Base Payment and the Additional Payment (taking into account any current or previous credits or deductions arising from the underlying event giving rise to the payment, the Base Payment and the Additional Payment), be equal to the amount required to be received. Such calculations shall be made on the assumption that the recipient is subject to Federal income taxation at the highest applicable statutory rate applicable to corporations for the relevant period or periods, is subject to state and local income taxation at the highest applicable statutory rates applicable to corporations doing business in Story and Hardin Counties, Iowa, if applicable and shall take into account the deductibility (for Federal income tax purposes) of state and local income taxes.

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

"Allocated Delivery Point" shall mean an individual commercial pricing node registered in the name of Purchaser or Purchaser's Market Participant respecting the Energy to be delivered to Purchaser from the Wind Project.

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

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

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

"Commercial Operation Date" shall mean the date following the Partial Commercial Operation Date, as designated by Seller in a written notice to Purchaser, provided that such date shall not occur prior to the date on which ninety percent (90%) of the Turbines are put into commercial operation in compliance with this Agreement.

"Contract Rate" shall mean the applicable rates set forth in Exhibit "A" for the calendar year in which the Energy is delivered.

"Credit Rating" shall mean the lower of Purchaser's senior unsecured credit rating not

supported by third party enhancement by a Rating Agency or the lowest underlying rating assigned to any of Purchaser's long term debt by a Rating Agency; provided further that, should none of the aforementioned ratings are available or should they cease to be available during the term of this Agreement, Purchaser's issuer/long term issuer rating will be utilized, if available, and, if not available, the Purchaser will be deemed to not have a Credit Rating.

"Credits" shall mean any present or future (whether known or unknown) credits, credit certificates, rights, powers, privileges or similar environmental attributes, including, but not limited to those for greenhouse gas reduction, green certificates for the generation of green power or renewable energy, or for satisfying renewable portfolio standards or similar renewable energy mandates, or offsets of emissions of greenhouse gases, in each case created by any governmental agency and/or independent certification board or group generally recognized in the electric power generation industry, and generated by or associated with the Wind Project, but specifically excluding (i) any and all present or future (whether known or unknown) state and federal Production Tax Credits, investment tax credits, and any other tax credits which are or will be generated by the Wind Project, and (ii) present or future (whether known or unknown) cash payments, grants under Section 1603 on the American Recovery and Reinvestment Tax Act of 2009 or outright grants of money relating in any way to the Wind Project.

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

"Deemed Energy" shall mean the amount of Energy that would have been generated by Seller but for curtailments pursuant to Section 2.9 calculated as follows: (i) for operating months 1 through 12, Deemed Energy (MWh) shall be calculated using (a) Turbine manufacturer's power curve as provided in the Turbine supply agreement, and (b) wind data (wind speed, wind direction, ambient temperature, barometric pressure, air density) from the on-site permanent reference meteorological tower(s); and (ii) for operating months 13 and thereafter, Deemed Energy (MWh) shall be calculated using (a) the Wind Project's power curve, and (b) wind data (wind speed, wind direction, ambient temperature, barometric pressure, air density) from the on-site reference meteorological towers.

"Deemed PTC Loss" shall mean the applicable PTC Rate multiplied by each MWh of Deemed Energy.

"Delivery Point" shall have the meaning set forth in Section 0.

"Delivery Point Allocation Date" shall mean the date upon which the Transmission Provider establishes the Allocated Delivery Point.

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

"Dispute" shall have the meaning set forth in Section 8.15.

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

“Energy” shall mean electric energy generated by the Wind Project and available for delivery to the Delivery Point, which shall exclude the electric energy consumed by the Wind Project, and shall be in the form of three (3)-phase, sixty (60) Hertz, alternating current.

“Energy Market” shall mean the Midwest ISO Real Time Energy Market as defined by MISO.

“Event of Default” shall have the meaning set forth in Section 3.4.

“Excess Energy” shall have the meaning set forth in Section 2.3(a).

“Force Majeure Event” shall mean any event which wholly or partly prevents or delays the performance of any obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party affected, (ii) such event, despite the exercise of reasonable diligence, cannot be prevented, avoided or overcome by such Party, (iii) the Party affected has taken all reasonable precautions and measures in order to avoid the effect of such event on such Party’s ability to perform its obligations under this Agreement and to mitigate the consequences thereof, and (iv) such event is not the direct or indirect result of a Party’s negligence or the failure of such Party to perform any of its obligations under this Agreement or to comply with Applicable Law. A Force Majeure Event may include, but is not limited to, any of the following: (a) acts of God or the public enemy, war, whether declared or not, blockade, insurrection, riot, civil disturbance, public disorders, rebellion, violent demonstrations, revolution, sabotage or terrorist action; (b) any effect of unusual natural elements, including fire, subsidence, earthquakes, floods, lightning, tornadoes, unusually severe storms, or similar cataclysmic occurrence or other unusual natural calamities; (c) environmental and other contamination at or affecting the Wind Project (d) explosion, accident or epidemic; (e) governmental action or inaction; (f) general strikes, lockouts or other collective or industrial action by workers or employees, or other labor difficulties; (g) the unavailability of labor, fuel, power or raw materials, the breakdown of the Wind Project, or other plant breakdown or equipment failure, and any event affecting the ability of any supplier (including under any engineering, procurement or construction agreement for the Wind Project) to the Wind Project, to fulfill its obligations to Seller and the Wind Project, so long as, in each case, the cause thereof otherwise would qualify as a Force Majeure Event; (h) 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; (i) nuclear emergency, radioactive contamination or ionizing radiation or the release of any hazardous waste or materials; and (j) air crash, shipwreck, train wrecks or other failures or delays of transportation; provided, however, that the lack of money, changes in market conditions, location marginal pricing differentials or related events, the inability of Purchaser to obtain transmission service and the unavailability or interruption of transmission service (unless the unavailability or the interruption was the result of a System Emergency) shall not constitute a Force Majeure Event. If the Purchaser is claiming the Force Majeure, the definition of Force Majeure does not include any action taken by the Purchaser or its Affiliates.

“Forced Outage” shall mean an unplanned interruption of all of the capability of the Wind Project, to generate and deliver Energy to the Delivery Point as the result of a malfunction of the Turbines or other equipment within the Wind Project. If a Turbine is available for any portion of an hour then it will be considered available for the whole hour.

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

“Initial Delivery Point shall mean the commercial pricing node established and in effect as of the date hereof by the Transmission Provider for the Wind Project in the name of the Seller Market Participant, referred to in the MISO model as ALTW.STORYCOII, as more specifically described in Exhibit C.

“Interconnection Agreement” shall have the meaning set forth in Section 3.1(b).

“kW” shall mean a kilowatt of capacity.

“kWh” shall mean a kilowatt hour of Energy.

“Late Payment Rate” shall have the meaning set forth in Section 2.7.

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

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

“Meter” shall mean an instrument and associated equipment meeting applicable electric industry standards used to measure and record the quantity and the required delivery characteristics of Energy delivered hereunder.

“Meter Data Management Agent” shall have the meaning given that term in the Transmission Provider Tariff.

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

“MISO State Estimator” shall have the meaning given that term by the Transmission Provider Tariff.

“Moody’s” shall mean Moody’s Investor Service, Inc. rating group, or its successor.

“MW” shall mean a megawatt of capacity.

“MWh” shall mean a megawatt hour of Energy.

“Negative RTLMP Event” shall mean any Calculation Period in which the RTLMP is negative.

“Negative RTLMP Period” shall mean the period commencing with start of the first Calculation Period in which the RTLMP is negative and ending with the start of the first Calculation Period in which the RTLMP is again positive following a Negative RTLMP Event.

“Network Upgrades” shall have the meaning set forth in the Generator Interconnection Procedures of the Transmission Provider Tariff, currently set forth in Attachment X of the Transmission Provider Tariff.

“Notice of Intent to Arbitrate” shall have the meaning set forth in Section 8.15.

“Operating Procedures” shall have the meaning set forth in Section 2.13.

“Partial Commercial Operation Date” shall mean the Day following the date on which the last of the following has occurred: (i) the Seller’s Conditions Precedent has been satisfied, (ii) the Seller’s Interconnection Facilities are installed and tested, and (iii) one (1) or more of the Turbines are able to produce and deliver energy to the Delivery Point.

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

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

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

“Planned Outage” shall mean a planned interruption of all of the capability of the Wind Project, to generate or deliver Energy to the Delivery Point that (i) has been coordinated in advance with Purchaser and MISO, if necessary, with the Seller informing the Purchaser of the start date, start time and duration or to which Purchaser has consented to or rescheduled at the direction of MISO, and (ii) is required for inspection, preventive maintenance or corrective maintenance.

“Prime Rate” shall mean the interest rate (sometimes referred to as the “base rate”) published in The Wall Street Journal as the “Prime Rate” from time to time as of the date the obligation to pay interest arises, but in no event more than the maximum rate permitted by Applicable Law.

“Production Tax Credits” applicable to electricity produced from certain renewable resources pursuant to 26 U.S.C. § 45 as in effect as of the date of this Agreement, or such substantially equivalent federal or state tax credit that provides Seller with a tax credit based on energy production from any portion of the Wind Project.

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

“Prudent Operating Practices” shall mean the practices, methods and standards of professional care, skill and diligence engaged in or approved by a significant portion of the electric generation industry for wind facilities of similar size, type, and design, that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with Applicable Law, reliability, safety, environmental protection and standards of economy and expedition.

“PTC Date” shall have the meaning set forth in Section 2.2(b).

“PTC Rate” shall mean the current amount of the Production Tax Credit (on a per MWh basis) on an After-Tax Basis.

“Purchased Energy” shall have the meaning set forth in Section 2.1.

“Purchaser” shall have the meaning set forth in the first paragraph of this Agreement.

“Purchaser’s Market Participant” shall mean any Person representing Purchaser in the Energy Market.

“Purchaser’s Proportion of Energy” shall mean either: (a) prior to the Delivery Point Allocation Date, twenty-four percent (24%) of the lesser of: (i) 100% of Energy tendered at the Delivery Point, or (ii) 100% of the Energy associated with the Total Capacity; or (b) on and after the Delivery Point Allocation Date, the lesser of: (i) 100% of the Energy tendered at the Delivery Point or (ii) Purchaser’s Proportion of Total Capacity.

“Purchaser’s Proportion of Total Capacity” shall mean 24% of the Total Capacity.

“Rating Agency” shall mean either Moody’s or Standard & Poor’s.

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

“RTLMP” shall mean for each hour of a Day, the Real Time Locational Marginal Price expressed in dollars per MWh at the Delivery Point for such hour, as determined by MISO in accordance with the Transmission Provider Tariff and the applicable MISO Business Practice Manuals, Market Rules and Procedures.

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

“Seller” shall have the meaning set forth in the first paragraph of this Agreement.

“Seller’s Conditions Precedent” shall have the meaning set forth in Section 3.1(a).

“Seller’s Interconnection Facilities” shall mean the interconnection facilities, control and protective devices and metering facilities required to connect the Wind Project with the Transmission Provider’s Transmission System up to, and on Seller’s side of, the Delivery Point.

“Site” shall mean the real property located in Story and Hardin Counties, Iowa on which the Wind Project is located.

“System Emergency” shall mean a condition on the Transmission Provider’s Transmission System, or on transmission facilities used to deliver the Energy from the Wind Project to the Delivery Point, which condition is likely to result in imminent significant disruption of service to the Transmission Provider’s Transmission System customers or is imminently likely to endanger life or property.

“Term” shall have the meaning set forth in Section 3.1.

“Total Capacity” shall mean, at the time of any determination thereof, the lesser of: (i) the aggregate nameplate capacity of all Turbines that have been installed and are in Commercial Operation at the Wind Project in each case expressed in kW; or (ii) 150,000 kW.

“Transfer Taxes” shall have the meaning set forth in Section 2.2(e).

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

“Transmission Owner” shall mean ITC Midwest, LLC or its successors or assigns.

“Transmission Owner’s Interconnection Facilities” shall mean the interconnection facilities, control and protective devices and metering facilities required to connect the Transmission Provider’s Transmission System with the Wind Project up to, and on the Transmission Provider’s side of, the Delivery Point.

“Transmission Provider” shall mean the MISO or any successor to the Transmission Provider’s Transmission System.

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

“Transmission Provider’s Transmission System” shall mean the facilities for the transmission of Energy from the Delivery Point to Purchaser’s electric delivery system.

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

“Wind Project” shall mean the electrical plant and equipment used to generate electricity utilizing renewable wind power located at the Site, including Seller’s Interconnection Facilities and any and all additions, replacements or modifications; as more particularly described in Exhibit “B”. The Wind Project may also be referred to as the “Story II” Project or wind energy facility.

ARTICLE 2 SALE AND PURCHASE OF ENERGY

2.1 *Purchase and Sale.*

In accordance with the terms and conditions hereof, commencing on the Partial Commercial Operation Date and continuing through the remainder of the Term, Seller shall sell and deliver to Purchaser at the Delivery Point and Purchaser shall purchase and accept from Seller at the Delivery Point Purchaser’s Proportion of Energy tendered at the Delivery Point during each hour expressed in kWh (“Purchased Energy”) together with all Credits associated with the Purchased Energy, provided that Seller makes no representation, warranty or guarantee as to the amount of Purchased Energy to be provided hereunder.

2.2 *Contract Rate.*

(a) Purchaser shall pay Seller an amount equal to the Contract Rate multiplied by each kWh of Purchased Energy (converted to MWh rounded to the third decimal point) during the period from and including the Partial Commercial Operation Date and continuing throughout the Term, at the applicable rate set forth in Exhibit “A”. Purchaser shall not be responsible for and shall not pay for electric energy consumed by the Wind Project.

(b) Notwithstanding the foregoing, the Parties acknowledge that it is their intention that the Commercial Operation Date occur not later than December 31, 2009. The Parties hereby agree to cooperate and use their reasonable efforts to cause the Commercial Operation Date to occur on or before this date.

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

(d) In addition to the amounts otherwise payable by Purchaser in accordance with this Section 2.2, Purchaser shall pay (and shall indemnify and hold Seller harmless on an After-Tax Basis from and against) all sales, use excise, and ad valorem, transfer and other similar taxes arising out of or with respect to the purchase or sale of Purchased Energy and/or Credits (“Transfer Taxes”), but excluding in all events taxes based on or measured by net income, that are imposed by any taxing

authority arising out of or with respect to the purchase or sale of Purchased Energy and/or Credits (regardless of whether such Transfer Taxes are imposed on Purchaser or Seller), together with any interest, penalties or additions to tax payable with respect to such Transfer Taxes. In all events, property taxes and/or special assessments that may be levied upon the Wind Project as well as state or local sales taxes applicable to the construction, maintenance, repair or operation of the Wind Project shall be borne by the Seller.

2.3 *Excess Energy.*

(a) Seller shall have no obligation to make available or deliver to Purchaser any quantity of Energy (i) that Purchaser is not obligated to accept under this Agreement, (ii) that Purchaser does not accept under this Agreement, including, without limitation, the exercise by Purchaser of its suspension rights pursuant to Section 3.4(b)(ii), or (iii) that Seller is not obligated to deliver to Purchaser under this Agreement (collectively, "Excess Energy") and there shall be no penalty or other consequence to Seller for failing to deliver Excess Energy to Purchaser. Purchaser acknowledges that Seller has the right to sell any Excess Energy to any Person other than Purchaser at any rate and upon any terms and conditions that Seller may determine in its sole discretion without liability to Purchaser hereunder. Purchaser shall not take or attempt to take any Excess Energy unless Seller has agreed to sell, and Purchaser has agreed to purchase, any such Excess Energy. Purchaser shall have no claim, right or interest in such Excess Energy or in any amount that Seller realizes from a sale of such Excess Energy.

(b) Purchaser shall have no obligation to accept delivery or any other obligation in connection with any quantity of Energy that exceeds Purchaser's Proportion of Energy. If Seller increases the nameplate capacity of the Wind Project beyond 150,000 kW, Purchaser's Proportion of Energy and Purchaser's Proportion of Total Capacity shall not be affected by such increase.

2.4 *Purchaser's Failure to Accept Delivery of Energy.*

In the event that Purchaser fails to accept delivery of all of the Energy tendered at the Delivery Point by Seller (or the Deemed Energy that Seller was capable of tendering at the Delivery Point) as provided herein for any reason other than due to a Force Majeure Event that prevents such acceptance pursuant to Section 8.5 or the proper exercise by Purchaser of its suspension rights pursuant to Section 3.4(b)(ii), then Purchaser shall pay to Seller as liquidated damages an amount equal to the positive difference, if any, between (i) (x) the amount that would have been payable by Purchaser to Seller hereunder if such tendered Energy or Deemed Energy had been accepted by Purchaser plus (y) the amount of any payment or penalty (including but not limited to any negative RTLMP) that is due from Seller to any third party as a result of Purchaser's failure to accept such tendered Energy or Deemed Energy and (ii) the net amount, if any, that Seller, using commercially reasonable efforts under the circumstances, actually realizes through remarketing of such Energy to Persons other than Purchaser, provided that in the event Seller is unable to remarket such Energy, then the net amount described in clause (ii) shall be \$0 and the damages owed by Purchaser shall also include the then current amount of the production tax credit (on a per MWh basis) on an After-Tax Basis for each MWh of such Energy that Seller was unable to remarket or generate. The damages provided in this Section 2.4 shall be the sole and exclusive remedy of Seller for any failure of Purchaser to accept delivery of Energy that it is required to accept hereunder.

2.5 *Seller's Failure to Deliver Energy.*

(a) Subject to Section 2.2(c) and 2.3, in the event that Seller fails to deliver to Purchaser at the Delivery Point the full amount of the Purchased Energy actually generated by the Wind Project and available for delivery to the Delivery Point for any reason other than a Force Majeure event that prevents delivery to Purchaser pursuant to Section 8.5 or the proper exercise by Seller of its suspension rights pursuant to Section 3.4(b)(ii), then Seller shall pay to Purchaser as liquidated damages an amount equal to the positive difference, if any, between (i) the amount, if any, that Purchaser actually pays (at commercially reasonable prices) for replacement electric energy, and Credits and (ii) the amount that would have been payable by Purchaser to Seller hereunder if such Purchased Energy had been delivered by Seller. The damages provided in this section 2.5(a) shall be the sole and exclusive remedy of Purchaser for any failure of Seller to deliver Energy actually generated by the Wind Project and Credits to Purchaser.

(b) For the avoidance of doubt and notwithstanding any other provision of this Agreement to the contrary, in no event shall Seller be liable to Purchaser for any damages caused by Purchaser's or the Wind Project's failure to generate Energy.

(c) No later than the tenth (10th) Day of the first month of each quarter following any quarter in which Seller owes liquidated damages to Purchaser pursuant to Section 2.5(a), Purchaser shall deliver to Seller an invoice showing the amounts owed by Seller pursuant to Section 2.5(a) above and a description, in reasonable detail, of the calculation of damages resulting from Seller's failure to deliver Purchased Energy. Seller shall credit any invoice Seller receives from Purchaser against the amounts owed by Purchaser to Seller.

2.6 *Offsets, Allowances and Credits.*

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

(b) To the extent necessary, Seller shall assign to Purchaser all rights and authority necessary for Purchaser to register, hold, and manage such Credits in Purchaser's own name and to Purchaser's account, including any rights associated with any renewable energy information or tracking system that may be established with regard to monitoring, tracking, certifying, or trading such Credits. Seller shall execute and deliver to Purchaser on a quarterly basis the attestation form attached hereto as Exhibit "D" ("Attestation Form") verifying the assignment of Credits associated with Purchased Energy that is actually purchased by Purchaser pursuant to this Agreement. To the extent Applicable Law requires Seller (as opposed to Purchaser) to apply for accreditation or verification of Credits from the Wind Project Seller shall make such applications upon Purchaser's request and at Purchaser's cost and expense. Upon request, Seller shall provide Purchaser with an estimate of the cost and expense of such application prior to making such application.

(c) Seller shall be entitled to all (i) federal and state Production Tax Credits, investment tax credits and any other tax credits which are or will be generated by the Wind Project,

(ii) cash payments or outright grants of money relating in any way to the Wind Project, or the generation of the Credits, and (iii) Credits that the Purchaser is not entitled to pursuant to the provisions of Section 2.6(a). Purchaser acknowledges that Seller has the right to sell any Credits to which it is entitled pursuant to this Section 2.6(c) to any Person other than Purchaser at any rate and upon any terms and conditions that Seller may determine in its sole discretion without liability to Purchaser hereunder. Purchaser shall have no claim, right or interest in such Credits or in any amount that Seller realized from the sale of such Credits.

2.7 Billing and Payment.

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

(a) Commencing on the Partial Commercial Operation Date and continuing throughout the remainder of the Term, Seller shall calculate the amount of Purchased Energy from recordings produced by the Meter(s) for the Wind Project, following the last Day of each calendar month and on the last Day of the Term, if not the last day of the month. No later than the tenth (10th) Day of each calendar month, Seller shall deliver to Purchaser an invoice showing (i) the amount of Purchased Energy delivered to the Delivery Point by Seller during the preceding calendar month (or in the case of the final year of the Term, the last calendar month or portion thereof of the Term), (ii) Seller's computation of the amount due Seller in respect thereof pursuant to Section 2.2(a) and (iii) any other amounts owed by one Party to the other Party pursuant to this Agreement. Not more than ten (10) Days after receipt of each invoice (unless such Day is not a Business Day, in which case such payment shall be due on the next succeeding Business Day), Purchaser shall pay to Seller, by wire transfer of immediately available funds to an account specified in writing by Seller or by any other means agreed to by the Parties in writing from time to time, the amount set forth as due in such invoice, irrespective of any unresolved Dispute with respect to the amount set forth as due in the invoice.

(b) Within one (1) year after receipt of any invoice, either Party may provide written notice to the other Party of any alleged error therein and the Parties shall meet, by telephone conference call or otherwise within ten (10) Days of the other Party's receipt of such notice, for the purpose of attempting to resolve the Dispute. If the Parties are unable to resolve the Dispute within thirty (30) Days after such initial meeting, then either Party may proceed to seek any remedy that may be available to such Party at law or in equity.

(c) Except as otherwise provided in this Agreement, all payments hereunder shall be made without set-off or deduction. Any payment not made by the date required by this Agreement shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received at an annual rate equal to the Prime Rate then in effect plus two percent (2%), but in no event shall such interest exceed the maximum interest rate permitted by Applicable Law ("Late Payment Rate"). If, as a result of a Dispute settled in favor of Purchaser, a refund is owed to Purchaser, then the amount of the overpayment shall bear interest from the date on which such payment was made by Purchaser through and including the date that the overpayment is refunded by Seller at an annual rate equal to the Late Payment Rate.

(d) Statements or invoices shall be sent to Purchaser by electronic mail, standard USPS mail or facsimile to the address or facsimile number designated in Section 8.4. Purchaser may

change the address or facsimile number by providing written notice to Seller.

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

2.8 Title and Risk of Loss.

Title to and risk of loss with respect to Purchased Energy delivered to Purchaser by Seller in accordance with this Agreement shall pass from Seller to Purchaser when the same is delivered by Seller for the benefit of Purchaser at the Delivery Point. Until title passes, Seller shall be deemed in exclusive control of the same and shall be responsible for any damage or injury caused thereby. After title to the Purchased Energy passes from Seller to Purchaser, Seller shall no longer be in control of same, shall have no further obligations with respect thereto, and shall not be responsible for any damage or injury caused thereby.

2.9 Curtailment.

(a) Notwithstanding any other provision of this Agreement to the contrary, Seller may curtail deliveries of Energy if Seller reasonably believes that curtailment is necessary:

(i) To construct, install, maintain, repair, replace, remove or inspect any of its equipment or facilities; or

(ii) In connection with a condition likely to result in significant damage to Seller's equipment or if Seller otherwise deems such curtailment necessary to protect life or property.

(b) Seller shall curtail deliveries of Energy from the Wind Project if required to do so by MISO.

(c) During a Negative RTLMP Period, Purchaser shall have the option, at its sole discretion to either: (i) curtail deliveries of Energy during any full or partial Calculation Period occurring within the Negative RTLMP Period, provided that Purchaser provides Seller with not less than one (1) hour prior notice of such curtailment, which curtailment shall commence at the beginning of a Calculation Period; or (ii) continue to receive Purchaser's Proportion of Energy to the Delivery Point. If Purchaser curtails deliveries of Energy for a full Calculation Period pursuant to Section 2.9(c)(i) above, Purchaser shall pay Seller an amount equal to the Contract Rate multiplied by the Deemed Energy plus the Deemed PTC Loss. If Purchaser curtails deliveries of Energy for a partial Calculation Period pursuant to Section 2.9(c)(i) above, Purchaser shall pay Seller an amount equal to (X) the Contract Rate multiplied by the Deemed Energy, plus (Y) the Deemed PTC Loss, plus (Z) the Contract Rate multiplied by Purchaser's Proportion of Energy. If Purchaser elects to continue to receive deliveries of Energy from Seller during a Negative RTLMP Period pursuant to Section 2.9(c)(ii) above, Purchaser shall pay to Seller an amount equal to the Contract Rate multiplied by Purchaser's Proportion of Energy delivered at the Delivery Point.

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

(e) Seller shall provide Purchaser access to information reasonably necessary to verify Seller's determination of Deemed Energy for any full or partial Calculation Period.

(f) To the extent Seller has knowledge of the curtailment of the delivery of Energy, Seller shall provide notice within one (1) Day of such curtailment to Purchaser.

2.10 *Transmission.*

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

(b) In the event that: (i) MISO (or any other properly authorized Person exercising control over the Transmission Owner's transmission system) takes any action or orders Purchaser or Seller to take any action (not arising from Seller's failure to comply with Applicable Law or Prudent Operating Practices) that affects Purchaser's ability to take delivery of Purchased Energy hereunder or (ii) any curtailment, unavailability or interruption of transmission service to Purchaser occurs that satisfies the requirements for a Force Majeure Event as set forth in Article 1, then Purchaser shall use reasonable efforts (at its own cost and expense) to mitigate the adverse effects of such action(s) on Purchaser's ability to perform its obligations hereunder.

2.11 *Scheduling and Energy Market Settlement.*

(a) Scheduling. Purchaser, or Purchaser's Market Participant, shall be responsible for the scheduling of all Purchased Energy during the Term, including, without limitation, arranging any Open Access Same Time Information Systems (OASIS), tagging, transmission scheduling or similar protocols with the Transmission Provider or any other Persons. Purchaser shall be responsible for the payment of all charges associated with such scheduling activities, including, without limitation, any imbalance charges.

(b) Energy Market Settlement. Purchaser, or Purchaser's Market Participant, shall be responsible for the Energy Market settlement of all Purchased Energy during the Term; including all costs associated therewith. Subject to Section 2.16 below, Seller shall cooperate in a commercially reasonable manner to transfer the registration of the Delivery Point in the name of the Purchaser, or Purchaser's Market Participant. Subject to Section 2.16 below, Purchaser agrees to retain the registration of the Delivery Point in the name of the Purchaser or Purchaser's Market

Participant throughout the Term and shall not transfer such registration to any other party without the consent of Seller.

2.12 *Sales for Resale.*

All Purchased Energy delivered to Purchaser hereunder shall be sales for resale.

2.13 *Operating Procedures.*

Seller and Purchaser will endeavor to develop written operating procedures ("Operating Procedures") before the Commencement Date, which Operating Procedures shall only be effective if made by mutual written agreement of Seller and Purchaser. The Parties agree that the Operating Procedures they will endeavor to establish will cover the protocol under which the Parties will perform their respective obligations under this Agreement and will include, but will not be limited to, procedures concerning the following: (1) the method of day-to-day communications and reporting; (2) key personnel lists for Seller and Purchaser; (3) reporting of scheduled maintenance, Planned Outages and Forced Outages of the Wind Project, and (4) reporting of curtailment periods.

2.14 *Wind Data.*

Measuring equipment is installed at the Wind Project, which has the capability of measuring and recording wind data 24 hours per day. Purchaser shall have the right, upon request to audit the wind data for the period of six hours prior to, during, and six hours after, the event which caused the necessity to calculate Deemed Energy; provided that Purchaser shall hold all such data confidential pursuant to the terms of this Agreement.

2.15 *Transmission Credits.*

Seller shall be entitled to all Transmission Credits and cost reimbursements resulting from Network Upgrades undertaken in connection with the Wind Project ("Project Transmission Credits"). Purchaser shall reasonably cooperate with Seller in order to provide any certificates, documents or other items reasonably required to grant all rights to such Project Transmission Credits to Seller.

2.16 *Delivery Point*

Prior to the Delivery Point Allocation Date, the Delivery Point shall be the Initial Delivery Point. On and after the Delivery Point Allocation Date, the Delivery Point shall be the Allocated Delivery Point, or such other alternative point as mutually agreed to by the Parties.

ARTICLE 3

TERM, CONDITIONS PRECEDENT, TERMINATION AND DEFAULTS

3.1 *Term and Seller's Conditions Precedent.*

(a.) The "Term" of this Agreement shall commence on the date that the Seller's Conditions Precedent, as defined below, has been satisfied (the "Commencement Date") and

shall continue until the date that is twenty (20) years following the Commercial Operation Date, unless sooner terminated in accordance with the terms hereof. The Term may be renewed or extended by mutual consent of the Parties, upon terms and conditions and for a price upon which the Parties mutually agree in connection with such extension or renewal. Notwithstanding any provisions of this Agreement to the contrary, this Agreement and the Parties' obligations hereunder are subject to and contingent upon satisfaction of the following conditions (the "Seller's Conditions Precedent"): (i) execution of Generator Interconnection Agreement (the "Interconnection Agreement") by Garden Wind, LLC, MISO and Transmission Owner; agreement to be upon terms and conditions acceptable to Seller in its sole discretion, which grants Seller the right to interconnect the Wind Project to the Transmission Provider's Transmission System and to deliver Energy to Purchaser at the Delivery Point pursuant to the terms of this Agreement; (ii) a certified copy of the resolution by the City Council of Ames, after proper notice and hearing, approving or allowing an authorized representative of the Purchaser to execute the Agreement on behalf of the Purchaser on or before October 1, 2009; and (iii) receipt by Seller of all approvals of its management and board of directors (or equivalent governing body) required for the execution, delivery and performance of this Agreement on or before October 1, 2009.

(b.) Seller shall have the right, unless waived by Seller in writing, to terminate this Agreement, without any further financial or other obligation to Purchaser as a result of such termination, by delivery of written notice to Purchaser on or before the Commencement Date as a consequence of Seller's failure to satisfy the Seller's Conditions Precedent.

(c.) Seller shall promptly notify Buyer in writing of the date on which Seller's Conditions Precedent has been satisfied.

3.2 *Purchaser's Condition Precedent.*

(a.) Passage of a resolution by the City Council of Ames, after proper notice and hearing, approving or allowing an authorized representative of the Purchaser to execute the Agreement on behalf of the Purchaser on or before October 1, 2009.

3.3 *Regulatory Approvals.*

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

3.4 *Defaults and Remedies.*

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

(i) A failure by a Party to pay any amount due hereunder, where such failure is not cured within ten (10) Days after written notice from the other Party of such failure to pay; or

(ii) Either Party has (a) commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) failed, or admitted in writing its inability generally, to pay its debts as such debts become due, (c) made a general assignment for the benefit of creditors, (d) been adjudicated bankrupt or has filed a petition or an answer seeking an arrangement with creditors, (e) taken advantage of any insolvency law or shall have submitted an answer admitting the material allegations of a petition in bankruptcy or insolvency proceeding, (f) become subject to an order, judgment or decree for relief, entered in an involuntary case, without the application, approval or consent of such Party any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive Days, (g) filed a voluntary petition in bankruptcy, (h) failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) Days of the filing thereof, or (i) become subject to an order for relief under the provisions of the United States Bankruptcy Act, 11 U.S.C. § 301; or

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

(b) Subject to the provisions of Section 3.4(a), upon the occurrence of an Event of Default by a Party, the non-defaulting Party shall have the following rights:

(i) Subject to the provisions of Section 3.4(c), to terminate this Agreement by providing at least sixty (60) Days prior written notice to the other Party of its intent to exercise its termination rights, unless such Event of Default is cured prior to the date of termination;

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

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

(c) Notwithstanding the foregoing, Purchaser shall not exercise its remedies hereunder unless and until all of the requirements of Section 3.4(d) have been satisfied with respect to any Lenders.

(d) Notwithstanding the foregoing provisions of this Section 3.4, in the case of an Event of Default by Seller, Purchaser shall provide the Lenders (if any) that Seller has informed

Purchaser of with notice of such Event of Default and the Lenders shall have the right (but not the obligation) for ninety (90) Days after receipt of such notice either to cure the Event of Default on behalf of Seller, or, upon payment to Purchaser of amounts due from Seller but not paid by Seller, to assume, or cause its designee or a lessee or purchaser of the Wind Project, to assume, all of the rights and obligations of Seller under this Agreement arising after the date of such assumption as more fully described in Section 8.2.

3.5 *Specific Performance and Injunctive Relief.*

Each Party shall be entitled to seek a decree compelling specific performance with respect to, and shall be entitled, without the necessity of filing any bond, to seek the restraint by injunction of, any actual or threatened breach of any material obligation of the other Party under this Agreement. The Parties in any action for specific performance or restraint by injunction agree that they shall each request that all expenses incurred in such proceeding, including, but not limited to, reasonable counsel fees, be apportioned in the final decision based upon the respective merits of the positions of the Parties.

ARTICLE 4 METERING AND MEASUREMENT

4.1 *Metering Equipment.*

(a) Seller shall:

(i) Provide and maintain, at its cost, appropriate Meters and associated measuring and recording equipment necessary to permit an accurate determination of the quantities of the hourly Purchased Energy delivered under this Agreement; and

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

(b) Purchaser may use data from Seller's check Meters if necessary to permit verification of the Purchased Energy delivered under this Agreement.

4.2 *Measurements.*

(a) Readings of Seller's Meters shall be conclusive as to the amount of Purchased Energy delivered to Purchaser hereunder; provided, however, that in the event any of Seller's Meters are out of service or are determined, pursuant to Section 4.3, to be registering inaccurately, measurement of Purchased Energy delivered hereunder shall be determined by:

(i) Seller's check Meter; or

(ii) In the absence of an installed and accurately registering check Meter

belonging to the Seller, by the MWh determination made by the MISO State Estimator at the Delivery Point; or

(iii) In the absence of an installed and accurately registering check Meter belonging to Seller, and the availability of the MISO State Estimator, by the computer monitoring system for each Turbine that is part of the Wind Project, using a mathematical calculation determined in advance by Seller and agreed to by Purchaser to adjust the output thereof to account for electrical losses in delivering Energy to the Delivery Point; or

(iv) In the absence of an installed and accurately registering check Meter belonging to Seller, and the availability of the MISO State Estimator, and if the computer monitoring system described in clause (iii) above is unavailable or unreliable, by making a mathematical calculation if upon a calibration test of Seller's Meter a percentage error is ascertainable; or

(v) In the absence of an installed and accurately registering check Meter belonging to Seller, and the availability of the MISO State Estimator, and the computer monitoring system described in clause (iii) above, and an ascertainable percentage of error as described in clause (iv) above, then, by estimating by reference to quantities measured during periods of similar conditions when Seller's Meter was registering accurately.

(b) If no reliable information exists as to the period over which such Meter was registering inaccurately, it shall be assumed for correction purposes hereunder that such inaccuracy began at a point in time midway between the testing date and the last date on which such Meter was tested and found to be accurate, but not to exceed six (6) months prior to the testing date.

4.3 *Testing and Correction.*

(a) The accuracy of each of Seller's Meters shall be tested and verified by Seller and the accuracy of any of Seller's check Meters, as installed, shall be tested and verified by Seller, or designated Agent, at least annually.

(b) Seller shall bear the cost of the testing of any of Seller's check Meters.

(c) Seller shall bear the cost of the testing of Seller's Meters.

(d) Each Meter shall be accurate within a one percent (1%) variance.

(e) If either Party disputes a Meter's accuracy or condition:

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

(ii) The Party receiving such notice shall, within fifteen (15) Days after receiving such notice, advise the other Party in writing as to its position concerning the Meter's accuracy and reasons for taking such position;

(iii) If the Parties are unable to resolve their disagreement through reasonable

negotiations, then either Party may submit such Dispute to an unaffiliated third-party certified meter testing company mutually acceptable to the Parties to test the Meter. Should the Meter be found to be registering within the permitted one percent (1%) variance, the disputing Party shall bear the cost of inspection; otherwise, the cost shall be borne by Seller;

(iv) Any repair or replacement shall be made at the expense of the Seller as soon as practicable, based on the third-party testing company's report. If, upon testing, any Meter is found to be accurate or to be in error by not more than the permitted one percent (1%) variance, previous recordings of such Meter shall be considered accurate in computing deliveries hereunder, but if in error, such Meter shall be promptly adjusted to record correctly;

(v) If, upon testing, any Meter shall be found to be in error by an amount exceeding the permitted one percent (1%) variance, then such Meter shall be promptly adjusted to record properly and any previous recordings by such Meter shall be adjusted in accordance with Section 4.2; and

(vi) If, upon testing, any of the Meters used to determine the amount of Purchased Energy is found to be in error by more than the permitted one percent (1%) variance, the payments for Purchased Energy made since the previous test of such Meter shall be adjusted to reflect the corrected measurements determined pursuant to Section 4.2. If the difference of the payments actually made by Purchaser minus the adjusted payment is a positive number, Seller shall credit the difference to Purchaser on the next invoice issued by Seller. If the difference is a negative number, Purchaser shall pay the difference to Seller on the next invoice issued by Seller. In either case, the Party paying or crediting such difference shall also pay or credit, as applicable, interest at the Prime Rate from the last date on which such Meter was tested and found to be accurate (but not to exceed six (6) months prior to the testing date) to the date that such Meter is adjusted to record properly and such payment or credit (including such interest) shall be made in accordance with Section 2.7.

4.4 *Meter Data and Records.*

(a) Seller will use commercially reasonable efforts to obtain rights from Transmission Owner, on behalf of the Purchaser, to real time electronic meter and power measurement data for the purpose of verifying the amount of Purchased Energy delivered to the Delivery Point. In the event that Purchaser is unable to reasonably obtain such real time electronic meter and power measurement data from the Transmission Owner, Seller shall allow Purchaser, at Purchaser's expense and election, to install, connect, maintain, and operate data acquisition and communication equipment at the Site to obtain real time electronic meter and power measurement data for the purpose of verifying the amount of Purchased Energy delivered to the Delivery Point; provided that such data acquisition and communication equipment is installed in a location and manner reasonably approved by Seller. For the avoidance of doubt, any data from the acquisition and communication equipment installed at the Site by Purchaser pursuant to this Section 4.4(a) shall be for Purchaser's informational purposes only and shall not be used in any manner to determine, or dispute, the amount of Purchased Energy delivered to Purchaser; as Section 4.2 will continue to govern such measurements.

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

(c) Purchaser shall be responsible for all Meter Data Management Agent costs and responsibilities associated with submitting Meter data related to the Purchased Energy to the Energy Market.

(d) Purchaser shall have the right to be present whenever Seller reads, cleans, changes, repairs, inspects, tests, calibrates, or adjusts any of Seller's equipment used in measuring or checking the measurement of the amount of Energy delivered to the Delivery Point. Seller shall give at least two (2) weeks notice to Purchaser in advance of calibrating the meters, and three (3) days notice to Purchaser in advance of taking other action that would materially affect the accuracy of the meter unless Prudent Operating Practices necessitate executing such action upon shorter notice or unless otherwise mutually agreed by Seller and Purchaser. The records from the measuring equipment shall remain the property of Seller, but, upon request, Seller shall submit to Purchaser its records and charts, together with calculations therefrom, for inspection, verification and copying, subject to return within ten (10) Days after receipt thereof. Seller agrees to retain such records for the term of the contract.

ARTICLE 5 REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 *Seller's Representations and Warranties.*

(a) Seller represents and warrants as follows:

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

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

(iii) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by Seller with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval (except for those approvals set forth in Sections 3.2, 3.3 and 7.1 and approval by its board of directors (or equivalent governing body)) that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of Seller or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of

indebtedness or any other agreement or instrument to which Seller is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(iv) With the exception of the actions set forth in Sections 3.2, 3.3 and 7.1 and approval by its board of directors (or equivalent governing body), Seller has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

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

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

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

5.2 *Purchaser's Representations and Warranties.*

(a) Purchaser represents and warrants as follows:

(i) Purchaser is a municipality duly organized and validly existing under the laws of the State of Iowa;

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

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

(iv) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by Purchaser with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval (except for those approvals set forth in Sections 3.1, 3.3 and 7.1) that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of Purchaser or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which Purchaser is a party or by which it or any of its property is bound and will not result in a breach of or a

default under any of the foregoing;

(v) With the exception of the actions set forth in Sections 3.1, 3.3 and 7.1, Purchaser has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

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

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

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

(ix) Purchaser is entitled by virtue of its organizational documents and the laws and agreements that regulate it to unilaterally revise the rates it charges for energy furnished to its customers sufficient to satisfy its obligations under this Agreement, and Purchaser is not aware of any proposed change in such organizational documents, laws or agreements that would vary its ability to so revise its rates;

(x) all acts necessary to the valid execution, delivery and performance of this Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under the Act and the Purchaser's and Governmental Entity's ordinances, bylaws or other regulations;

(xi) all persons making up the governing body of Governmental Entity are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the Act and other Applicable Law;

(xii) entry into and performance of this Agreement by Purchaser are for a proper public purpose within the meaning of the Act and all other relevant constitutional, organic or other governing documents and Applicable Law;

(xiii) the term of this Agreement does not extend beyond any applicable limitation imposed by the Act or other relevant constitutional, organic or other governing documents and Applicable Law; and

(xiv) the Purchaser's obligations to make payments hereunder are unsubordinated obligations and such payments are (a) operating and maintenance costs (or similar designation) which enjoy first priority of payment at all times under any and

all bond or other ordinances or indentures to which it is a party, the Act and all other relevant constitutional or other governing documents and Applicable Law or (b) otherwise not subject to any prior claim under any and all bond or other ordinances or indentures to which it is a party, the Act and all other relevant constitutional or other governing documents and Applicable Law and are available without limitation or deduction to satisfy all Purchaser's obligations hereunder.

5.3 *Seller's Covenants.*

Seller covenants that (i) from the Commencement Date through the expiration or termination of this Agreement, the Wind Project shall be operated and maintained in accordance with this Agreement and Applicable Laws, and (ii) it shall use reasonable efforts to cause its employees to comply with the Occupational Safety and Health Act, and the rules promulgated thereunder by the U.S. Department of Labor, and all applicable Iowa statutes and regulations affecting job safety, provided that Seller's failure to comply with the requirements of this Section 5.3 shall not provide Purchaser with the right to terminate this Agreement. Seller covenants not to support, and to cooperate with Purchaser in opposing, any action of any regulatory body having jurisdiction thereover that could result in the modification or vitiation of any of the terms or conditions hereof or have any other material adverse effect on this Agreement.

5.4 *Purchaser's Covenants.*

(a) Purchaser covenants that: (i) from the date hereof through the expiration or termination of this Agreement, Purchaser shall comply with this Agreement and Applicable Laws, and (ii) Purchaser will, at Seller's expense, reasonably cooperate with Seller in opposing, and will not support any action of any regulatory body having jurisdiction thereover that could result in the modification or vitiation of any of the terms or conditions hereof or have any other material adverse effect on Seller, the Wind Project, or this Agreement.

(b) Purchaser covenants that (i) upon execution of this Agreement, it will deliver to Seller an executed legal opinion from its corporation counsel substantially in the form of Exhibit D (the "Purchaser's Legal Opinion") attached hereto; and (ii) at such time, it will also deliver to Seller certified copies of all ordinances, resolutions, public notices and other documents evidencing the necessary authorizations with respect to the execution, delivery and performance by Purchaser hereunder and all resolutions executed by its city council approving Purchaser's execution, delivery and performance of this Agreement, accompanied by a City Clerk's certificate certifying such resolutions.

(c) The Purchaser covenants that Purchaser's obligations to make payments hereunder shall during the Term of this Agreement remain unsubordinated obligations and such payments shall qualify as (a) operating and maintenance costs (or similar designation) which enjoy first priority of payment at all times under any and all bond or other ordinances or indentures to which it is a party, the Act and all other relevant constitutional or other governing documents and Applicable Law or (b) otherwise shall remain not subject to any prior claim under any and all bond or other ordinances or indentures to which it is a party, the Act and all other

relevant constitutional, or other governing documents and Applicable Law and are available without limitation or deduction to satisfy all Purchaser's obligations hereunder.

(d) Purchaser's obligations under this Agreement will be included as part of rate calculations required by any *current or future* rate-related debt covenants or indentures to which Purchaser is bound.

ARTICLE 6 INDEMNIFICATION AND INSURANCE

6.1 *General Indemnity.*

Subject to the provisions of Section 8.8 (waiver of certain damages), each Party hereby protects, defends, indemnifies and holds harmless, on an After Tax Basis, the other Party, its Affiliates, directors, officers, employees and agents, from and against all claims, demands, causes of action, judgments, liabilities and associated costs and expenses (including reasonable attorney's fees) arising from property damage, bodily injuries or death suffered by any Person (including, without limitation, employees of Purchaser) related to, arising from, or connected to the performance by the indemnifying party of its obligations hereunder. The indemnification provisions of this Section 6.1 shall apply notwithstanding the negligent acts or omissions of the indemnitee, but the indemnitor's liability to the indemnitee shall be reduced proportionately to the extent that an act or omission of the indemnitee contributed to the loss, injury or property damage. Further, no indemnitee shall be indemnified hereunder for its loss, liability, injury and damage resulting from its sole negligence or its gross negligence, fraud or willful misconduct. The indemnitor, upon the other Party's request, shall defend any suit asserting a claim covered by this indemnity and shall pay all costs, subject to the proportionality standard set forth above in the event of the indemnitee's contributory negligence, including reasonable legal fees, that may be incurred by the other Party in enforcing this indemnity, provided that the indemnitor shall be entitled, at its option, to assume and control the defense with reasonable input from the indemnitee and any settlement of such suit shall first be submitted to the indemnitee for prior approval. If indemnitee fails to approve a settlement proposed by indemnitor, indemnitor may settle such claim on its behalf only, without relinquishing any rights of indemnitee. If indemnitee fails to approve any such settlement, indemnitor shall thereafter have no further obligations or liability to indemnitee in connection with such settled claim. Each indemnity set forth in this Article 6 is a continuing obligation, separate and independent of the other obligations of each Party and survives the expiration or termination hereof. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

6.2 *Patent Indemnity.*

Subject to the provisions of Section 8.8, each Party hereto protects, defends, indemnifies and holds harmless, on an After Tax Basis, the other Party, its directors, officers, employees and agents, from and against all claims, demands, causes of action, judgments, liabilities and associated costs and expenses (including reasonable attorneys' fees) arising from the infringement by the indemnifying Party of any patent relating to the Wind Project, the Seller's Interconnection Facilities, the Transmission Owner's Interconnection Facilities or the Transmission Provider's Transmission System.

6.3 Insurance.

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

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

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

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

(c) Seller shall require its insurer(s) to endeavor to notify the Purchaser of any material change in, or cancellation of, the insurance required by this Section 6.3 at least thirty (30) Days prior to the effective date of such change or cancellation except in the case of non-payment of premiums in which case the notice shall be ten (10) Days. Within fifteen (15) Days after the date hereof, Seller shall provide to the Purchaser and thereafter maintain with the Purchaser a current certificate of insurance verifying the existence of the insurance coverage required by this Agreement.

ARTICLE 7 GOVERNMENT APPROVALS

7.1 Government Approvals - Seller's Obligation.

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

7.2 Assistance.

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

7.3 Government Approvals – Purchaser's Obligation.

Purchaser shall secure and maintain, at no cost to Seller, all government approvals, permits, licenses, easements, rights of way, releases and other approvals necessary for the performance by Purchaser of its obligations hereunder, if any.

**ARTICLE 8
MISCELLANEOUS**

8.1 Confidential Information.

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

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

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

(ii) Restrict access to such Confidential Information to only those employees, subcontractors, suppliers, vendors, and advisors whose access is reasonably necessary for the development, construction, operation or maintenance of the Wind Project, and for the purposes of this Agreement who shall be bound by the terms of this Section 8.1; and

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

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

(i) Release of this Agreement or any part or summary hereof to any Governmental Entity required for obtaining any approval or making any filing pursuant to Sections 3.3, 7.1 or 7.3, provided that (a) each Party agrees to cooperate in good faith with

the other to maintain the confidentiality of the provisions of this Agreement by requesting confidential treatment with all filings to the extent appropriate and permitted by Applicable Law and (b) the Receiving Party, shall provide reasonable notice to the Disclosing Party, prior to disclosure (if not prevented by law), of the time and scope of the intended disclosure in order to provide the Disclosing Party an opportunity to obtain a protective order or otherwise seek to prevent, limit the scope of, or impose conditions upon such disclosure;

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

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

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

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

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

(e) Neither Party shall issue any press or publicity release, with the intent that such information will be published (other than information that is, in the reasonable written opinion of counsel to the Disclosing Party, required to be distributed or disseminated pursuant to Applicable Law (provided that the Disclosing Party has given notice to, and an opportunity to prevent disclosure by, the other Party as provided in Section 8.1(c)(v)) concerning this Agreement or the participation of the other Party in the transactions contemplated hereby without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed. This provision shall not prevent the Parties from releasing information which is required to be disclosed in order to obtain permits, licenses, releases and other approvals relating to the Wind Project, or as are necessary in order to fulfill such Party's obligations under this Agreement.

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

8.2 *Successors and Assigns; Assignment.*

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

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

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

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

(iii) Any assignment or transfer of this Agreement by Seller to an Affiliate of Seller; and

(iv) Any assignment OR TRANSFER OF THIS Agreement by Seller to a Person succeeding to all or substantially all of the assets of Seller, provided that such Person's creditworthiness is equal to or better than that of Seller.

(c) Despite any assignment by the Purchaser pursuant to the provisions of this Section 8.2, Purchaser shall: (a) remain bound by the terms of this Agreement; (b) require that any assignee of Purchaser: (i) have an Investment Grade (as defined below) Credit Rating from Standard & Poor's ("S&P") and Moody's Investment Services ("Moody's"), (ii) have a similar or larger service territory than Purchaser, and (iii) have rate making authority or capability. For purposes of clarification, in the event of nonequivalent Credit Ratings, regardless of type of rating, the lower rating shall always be the determinant for any rating requirement set forth herein and regardless of anything to the contrary. "Investment Grade" shall mean for S&P a Credit Rating of BBB or higher and for Moody's a Credit Rating of Baa2 or higher.

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

(e) If the rights and interests of Seller in this Agreement shall be assumed, sold or transferred as herein provided, and the assuming party shall agree in writing to be bound by and to assume, the terms and conditions hereof and any and all obligations to Purchaser arising or accruing hereunder from and after the date of such assumption, then Seller shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and Purchaser shall continue this Agreement with the assuming Seller as if such Person had been named as Seller under this Agreement; provided, however, if a Lender assumes this Agreement as provided herein, Purchaser acknowledges and agrees that such Lender shall not be personally liable for the performance of such obligations hereunder except to the extent of all of Lender's right, title and interest in and to the Wind Project. Notwithstanding any such assumption by any of the Lenders or a designee thereof, Seller shall not be released and discharged from and shall remain liable for any and all obligations to Purchaser arising or accruing hereunder prior to such assumption.

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

shall have any obligation or liability to Purchaser with respect to this Agreement except to the extent any of them becomes a party hereto pursuant to this Section 8.2.

8.3 *Financing Liens.*

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

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

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

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

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

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

(iii) Purchaser shall upon request by Seller execute statements certifying that this Agreement is unmodified (or, modified and stating the nature of the modification), in full force and effect and the absence or existence (and the nature thereof) of then known Events of Default hereunder by Seller and documents of consent to such assignment to the encumbrance and any assignment to such Lenders; and

(iv) Upon the receipt of a written request from Seller or any Lender, Purchaser shall execute, or arrange for the delivery of, such certificates, opinions and other documents at the Seller's or Lender's expense as may be reasonably necessary in order for Seller to consummate any financing or refinancing of the Wind Project or any part thereof, and will enter into reasonable agreements with such Lender, including a consent to assignment in a form reasonably acceptable to Lender. Said agreements will grant certain rights to the Lenders as more fully developed and described in such documents, including (a) this Agreement shall not be terminated (except for termination pursuant to the terms of this Agreement) without the consent of Lender, which consent is not to be unreasonably withheld or delayed, (b) Lenders shall be given notice of, and the opportunity to cure as provided in Section 3.4(d), any breach or default of this Agreement by Seller, (c) that if the Lender forecloses, take a deed in lieu of foreclosure or otherwise exercise its remedies pursuant to any security documents, then (i) Purchaser shall, at Lender's request, continue to perform all

of its obligations hereunder, and Lender or its nominee may perform in the place of Seller, and may assign this Agreement to another Person in place of Seller, (ii) Lender shall have no liability under this Agreement except during the period of such Lender's ownership or operation of the Wind Project, and (iii) that Purchaser shall accept performance in accordance with this Agreement by Lender or its nominee, and (d) that Purchaser shall make representations and warranties to Lender as Lender may reasonably request with regard to (1) Purchaser's existence, (2) Purchaser's authority to execute, deliver and perform this Agreement, (3) the binding nature of the document evidencing Purchaser's consent to assignment to Lender and this Agreement on Purchaser and (4) receipt of regulatory approvals by Purchaser with respect to its execution and performance under this Agreement.

8.4 Notices.

Each notice, request, demand, statement or routine communication required or permitted under this Agreement, or any notice or communication that either Party may desire to deliver to the other, shall be in writing and shall be considered delivered when received by the other Party in certified U.S. mail or reputable overnight courier addressed to the other Party at its address indicated below or at such other address and by means as either Party may designate for itself in a written notice to the other Party in accordance with this Section 8.4.

If to Seller: Garden Wind, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Attn: Business Manager
Telephone: (561) 304-5111
Facsimile: (561) 304-5161

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

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

If to Purchaser: City of Ames
502 Carroll Avenue
Ames, IA 50010
Attn: Director, Electric Services Department
Telephone: (515) 239-5171
Facsimile Number: (515) 239-5308

8.5 Force Majeure.

The performance of any obligation required hereunder shall be excused during the continuation of any Force Majeure Event suffered by the Party whose performance is hindered in respect thereof, and the time for performance of any obligation that has been delayed due to the occurrence of a

Force Majeure Event. The Party experiencing the delay or hindrance shall use reasonable efforts to notify the other Party in writing of the occurrence of such Force Majeure Event and the anticipated period of delay within ten (10) Days after the commencement of the Force Majeure Event, provided that the failure of the Party experiencing the delay or hindrance to notify the other Party within such ten (10) Day period shall not preclude such Party from claiming a Force Majeure Event hereunder. In any event the Party claiming Force Majeure shall provide written notice of Force Majeure to the other Party prior to making a claim against the other Party for default. Each Party suffering a Force Majeure Event shall take, or cause to be taken, such action as may be necessary to overcome or otherwise to mitigate, in all material respects, the effects of any Force Majeure Event suffered by either of them and to resume performance hereunder as soon as practicable under the circumstances.

The Term of this Agreement will be extended day for day for each day that the Wind Project is unable to generate any Energy due to or caused by a Force Majeure Event. Within thirty (30) days after a Force Majeure Event has ended, the Seller shall notify the Purchaser of the number of days that the Term shall be extended pursuant to the previous sentence. In the event that any Force Majeure Event cause the entire Wind Project to be unable to generate any Energy whatsoever for a continuous uninterrupted period of twenty-four (24) months, either party upon 60 days prior written notice to the other party, and to any Lender, may terminate this Agreement without further obligation by either party except for such obligations that arose prior to such Termination. The terminating party shall extend such twenty-four (24) month period, for such additional time as reasonably necessary, if a reasonable cure of the conditions or events of the Force Majeure has been commenced and the affected party and/or Lender is exercising due diligence to complete such cure.

8.6 *Amendments.*

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

8.7 *Waivers.*

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

8.8 *Waiver of Certain Damages.*

Notwithstanding any other provision of this Agreement (except to the extent indemnification payments are made pursuant to Section 6.1 as a result of an indemnified Person's obligation to pay special, indirect, incidental, punitive or consequential damages to a third party (excluding either Party's Affiliates, officers, directors, shareholders or members) as a result of actions included in the protection afforded by the indemnification set forth in Section 6.1 and except as otherwise provided in Section 2.10), neither Purchaser nor Seller (nor any of their Affiliates, contractors, consultants, officers, directors, shareholders, members or employees) shall be liable for special, indirect, incidental, punitive or consequential damages under, arising out of, due to, or in connection with its performance or non-performance of this Agreement or any of its obligations herein, whether based on contract, tort (including, without limitation, negligence), strict liability, warranty, indemnity or

otherwise. Notwithstanding the foregoing, the Parties acknowledge and agree that if this Agreement is terminated due to an Event of Default by either Party, the actual or direct damages incurred by the non-defaulting Party shall include (i) in the case of a termination by Seller due to an Event of Default by Purchaser, the net present value of the difference, if positive, between (x) the amount that Purchaser would have been required to pay to Seller pursuant to this Agreement for delivery of all Purchased Energy that would have been delivered by Seller hereunder during the remainder of the Term (absent termination of this Agreement and based on an assumption as to the amount thereof calculated using reasonable projections) and (y) the net amount, if any, payable to Seller by a third party pursuant to any replacement power purchase agreement that Seller using commercially reasonable efforts under the circumstances enters into for the sale of such Purchased Energy, plus, as and to the extent Seller is unable using commercially reasonable efforts to remarket all of such Energy, then the net amount described in clause (y) shall be \$0 and the damages owed by Purchaser shall also include the then current amount, if any, of the PTC Rate multiplied by each MWh of such Energy that Seller was unable to remarket, (ii) in the case of a termination by Purchaser due to an Event of Default by Seller, the net present value of the difference, if positive, between (x) the amount that Purchaser is obligated to pay to a third party pursuant to any replacement power purchase agreement that Purchaser enters into for Purchased Energy, and Credits that would have been delivered by Seller hereunder during the remainder of the Term (absent termination of this Agreement and based on an assumption as to the amount thereof calculated using reasonable projections) and (y) the amount that Purchaser would have been required to pay to Seller pursuant to this Agreement for such Purchased Energy, and Credits. The damages provided in this Section 8.8 shall be the sole and exclusive remedy of each Party as a result of the termination of this Agreement due to an Event of Default by the other Party.

8.9 *Survival.*

Notwithstanding any provisions herein to the contrary, the obligations set forth in Sections 8.1 and 8.8, the indemnity obligations set forth in Article 6, and the limitations on liabilities set forth herein shall survive (in full force) the expiration or termination of this Agreement.

8.10 *Severability.*

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

8.11 *Standard of Review.*

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

8.12 *Governing Law.*

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Iowa without regard its conflicts of laws provisions.

8.13 *Consent to Jurisdiction.*

Subject to the arbitration provisions of Section 8.15, each of the Parties hereto hereby irrevocably consents and agrees that any legal action or proceedings with respect to this Agreement may be brought in any of the courts of the United States of America located in the United States District Court for the Southern District of Iowa, having subject matter jurisdiction, or if such court lacks subject matter jurisdiction, then the state district court for Story County, Iowa. By execution and delivery of this Agreement and such other documents executed in connection herewith, each Party hereby:

(i) Accepts the exclusive jurisdiction of the aforesaid courts for the purpose of enforcing the arbitration provisions of Section 8.15;

(ii) Irrevocably agrees to be bound by any final judgment (after any and all appeals) of any such court with respect to such documents;

(iii) Irrevocably waives, to the fullest extent permitted by law but subject to the arbitration provisions of Section 8.15, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceedings with respect to such documents brought in any such court, and further irrevocably waives, to the fullest extent permitted by law, any claim that any such suit, action or proceedings brought in any such court has been brought in any inconvenient forum;

(iv) Agrees that service of process in any such action may be effected by mailing a copy thereof by certified mail, return receipt requested, postage prepaid, to such Party its address(es) set forth in Section 8.4, or at such other address of which the other Parties hereto shall have been notified; and

(v) Agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

8.14 *Waiver of Trial by Jury.*

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

8.15 *Disputes.*

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

Any Dispute which cannot be resolved between the Parties shall be submitted to binding arbitration upon the written notice of either Party delivered to the other of such Party's intention to arbitrate and shall otherwise conform to the requirements set forth below ("Notice of Intent to Arbitrate").

(i) Any Party desiring arbitration shall serve on the other Party a Notice of Intent to Arbitrate. Each Notice of Intent to Arbitrate shall state the nature of the Dispute, the facts relied upon, the specific provisions of this Agreement and Applicable Law which support the notifying Party's position, and the amount claimed and the remedy sought by such Party (collectively, the "Notice of Intent to Arbitrate").

(ii) Each Dispute shall be arbitrated before a panel of three arbitrators in accordance with the provisions of this section and in accordance with the Commercial Arbitration Rules of the American Arbitration Association but not under the auspices of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction pursuant to Section 8.13.

(iii) The Notice of Intent to Arbitrate shall be served in accordance with Section 8.13(iv) hereof. The Notice of Intent to Arbitrate shall be accompanied by the name of an arbitrator suggested by the Party serving the Notice of Intent to Arbitrate. The Party served with the notice shall advise the other Party in writing of the name of its suggested arbitrator within ten (10) days of receipt of the Notice of Intent to Arbitrate. Within thirty (30) Days after the Notice of Intent to Arbitrate has been made, the two arbitrators shall choose a third arbitrator who shall act as chairperson of the arbitral proceedings. If the two arbitrators chosen by the parties do not agree upon a third arbitrator within thirty (30) calendar days after service of the Notice of Intent to Arbitrate, then, upon the application of either party, the third arbitrator shall be selected pursuant to Applicable Law. The arbitration proceedings provided hereunder are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration. All arbitration proceedings shall be held in Des Moines, Iowa. The Parties shall bear their own attorney fees, costs and expenses associated with the arbitration. The arbitrators shall make a determination within thirty (30) days after the Dispute is submitted for arbitration.

(iv) Notwithstanding the existence of a Dispute, each Party shall fulfill its obligations in accordance with the terms hereof. Any payment due or payable by one Party to the other shall not be withheld on account of the occurrence or continuance of any arbitration proceedings or the existence of a Dispute.

8.16 *No Third-Party Beneficiaries.*

Except as set forth in Article 6 and in Sections 8.2, 8.3 and 8.8, this Agreement is intended solely for the benefit of the Parties hereto and nothing contained herein shall be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement.

8.17 *No Agency.*

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.18 *Cooperation.*

The Parties acknowledge that they are entering into a long-term arrangement in which the cooperation of both of them will be required. In the event that, at any time during the Term, the applicable Transmission Provider or Transmission Provider Tariff is changed or if an applicable regional reliability council issues a directive, rule or regulation that materially adversely affects Seller or Buyer so that the benefits and burdens of this Agreement are no longer as contemplated by the original intentions of the Parties, the Parties shall use their commercially reasonable efforts to reform this Agreement in order to give effect to the original intentions of the Parties regarding the appropriate allocation of benefits and burdens to each party; provided, however, that no Party is obligated to agree to a change in price.

8.19 *Further Assurances.*

Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 8.19.

8.20 *Captions; Construction.*

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

8.21 *Entire Agreement.*

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

8.22 *Counterparts.*

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

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