

The Board of Supervisors met on 12/2/25 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Linda Murken, and Latifah Faisal, with Heddens presiding. (all audio of meetings available at storycountyiowa.gov); any resolution is effective upon signature and can be inspected during business hours, Monday-Friday, 8-4:30, at 900 6th Street, Nevada, Iowa)

ADOPTION OF AGENDA: Murken moved, Faisal seconded adopting the agenda as listed. Motion carried unanimously (MCU) on a roll call vote.

MINUTES: 11/25/25 Minutes – Faisal moved, Murken seconded approving the 11/25/25 Minutes as presented. Roll call vote. (MCU)

CLAIMS: 12/4/25 Claims of \$1,097,171.96 (run date 11/26/25, 34 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from CIDTF (\$3,973.17), Emergency Management (\$134.02), E911 (\$8,601.25), County Assessor (\$22.25), City Assessor (\$77,596.93). Murken moved, Faisal seconded approving claims as presented. Roll call vote. (MCU)

Faisal moved, Murken seconded approving the Consent Agenda as presented.

1. Fees between Story County and Uniti Fiber for Annual Maintenance, effective 11/1/25-10/31/26, for \$8,124.16
2. Fees between Story County and Insight for Annual Maintenance, effective 11/3/25-11/3/26, for \$435.18 (confidential)
3. Resolution #26-40, Award of Bid to Peterson Contractors Inc, for Project BROS-C085(182)--8J-85 and that the Engineer be Authorized to Sign the Contract Documentation on Behalf of the Board
4. Fees between Story County and Insight for Cisco Meraki Annual Maintenance, effective 11/21/25-11/03/30, for \$13,547.20
5. Test Licensing Agreement between Ergometrics and Story County for job applicant testing, effective 12/13/25, not to exceed \$900.00
6. Solar Power and Services Agreement between Story County and Red Lion Renewables, LLC for solar arrays and battery storage systems at the Administration Building and the Justice Center
7. Power Generation Easement Agreement between Story County and Red Lion Renewables, LLC for the Administration Building and the Justice Center
8. License Fees between Story County and HBS for Microsoft 365 software and maintenance, effective 10/21/25-10/20/26, for \$87,904.82
9. Cisco SMARTnet between Story County and IP Pathways, effective 7/1/25-6/30/26, for \$20,312.32

Roll call vote. (MCU)

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: The Board members each reported on multiple items.

UPCOMING AGENDA ITEMS: Murken reported on a 28E agreement from AIMS for the new Resource Recovery and Recycling Center and will come later

AWARDING LENDER FOR GENERAL OBLIGATION BONDS 2025 ON THE ADVICE OF PLACEMENT AGENT, PIPER SANDLER & CO: Lucy Martin, Auditor, reported on the process to receive bids for the initial bonds for Conservation. A \$25M bond referendum was passed by the voters in 2024; the first phase of projects will be paid for with a \$4,000,000.00 issuance. The County's placement agent, Piper Sandler & Co., has received bids and will make its recommendation to the Board. Discussion took place. Travis Squires, Piper Sandler, reported on the bids received. Good response was received. He provided detail on both the non-standard and standard bids received, including rates and fees. Addition discussion took place. Squires recommends Luana Savings Bank. Faisal moved, Murken seconded awarding the Luana Savings Bank as Lender for General Obligation Bonds 2025 on the Advice of Placement Agent, Piper Sandler & Co. Roll call vote. (MCU)

RESOLUTION #26-18, AWARDING GENERAL OBLIGATION CONSERVATION BONDS, SERIES 2025 FOR \$4,000,000.00: Murken moved, Faisal seconded approving Resolution #26-18, Awarding General Obligation Conservation Bonds, Series 2025 for \$4,000,000.00. Roll call vote. (MCU)

Murken moved, Faisal seconded to adjourn at 10:28 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda - Limited Agenda
Administration Building, 900 6th St., Nevada, IA
12/2/25

1. SPECIAL NOTE TO THE PUBLIC: - This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

Members of the public can participate by using the information below:

To join the zoom meeting by computer, tablet, smartphone :

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

[HTTPS://US02WEB.ZOOM.US/J/84805508697?](https://us02web.zoom.us/j/84805508697?pwd=2YHCFNMLRKFA9LBIS8CJK6BETSZNP.1)

[PWD=2YHCFNMLRKFA9LBIS8CJK6BETSZNP.1](https://us02web.zoom.us/j/84805508697?pwd=2YHCFNMLRKFA9LBIS8CJK6BETSZNP.1)

Webinar ID: 848 0550 8697

Passcode: 646002

Or One tap mobile:

+13017158592,,84068041164# US (Washington DC)

+13052241968,,84068041164# US

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or

+1 646 931 3860 or +1 929 205 6099 or +1 360 209 5623 or +1 386 347 5053 or +1 507

473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000

or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 840 6804 1164

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
6. AGENCY REPORTS:
7. CONSIDERATION OF MINUTES:
 - I. 11/25/25 Minutes

Department Submitting Auditor
8. CONSIDERATION OF PERSONNEL ACTIONS:
9. CONSIDERATION OF CLAIMS:
 - I. 12/4/25 Claims

Department Submitting Auditor

Documents:

CLAIMS 120425.PDF

10. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

I. Consideration Of Fees Between Story County And Uniti Fiber For Annual Maintenance Effective 11/01/25 - 10/31/26 For \$8,124.16

Department Submitting Information Technology

Documents:

UNITI FIBER.PDF

II. Consideration Of Fees Between Story County And Insight For Annual Maintenance Effective 11/03/25 - 11/03/26 For \$435.18 (Confidential)

Department Submitting Information Technology

III. Consideration Of Resolution #26-40, Award Of Bid To Peterson Contractors Inc, For Project BROS-C085(182)-8J-85 And That The Engineer Be Authorized To Sign The Contract Documentation On Behalf Of The Board

Department Submitting Engineer

Documents:

RESOLUTION 26 40.PDF

IV. Consideration Of Fees Between Story County And Insight For Cisco Meraki Annual Maintenance Effective 11/21/25 - 11/03/30 For \$13,547.20

Department Submitting Information Technology

Documents:

CISCO MERAKEI.PDF

V. Consideration Of Licensing Agreement Between Ergometrics And Story County Effective 12/13/2025 Not To Exceed \$900

Department Submitting Sheriff

Documents:

ERGOMETRICS.PDF

VI. Consideration Of Solar Power And Services Agreement Between Story County And Red Lion Renewables, LLC.

Department Submitting Facilities Management

Documents:

RED LION RENEWABLES.PDF

VII. Consideration Of Solar Power Generation Easement Agreement Between Story County And Red Lion Renewables, LLC.

Department Submitting Facilities Management

Documents:

FORM LEASE AGREEMENT.PDF

VIII. Consideration Of License Fess Between Story County And HBS For Microsoft 365 Software And Maintenance, Effective 10/21/25 - 10/20/26 For \$87,904.82

Department Submitting Information Technology

Documents:

HBS M365.PDF

IX. Consideration Of Renewal Of Cisco SMARTnet Between Story County And IP Pathways Effective 7/1/25 - 6/30/26 For \$20,312.32

Department Submitting Information Technology

Documents:

IP PATHWAYS SMARTNET.PDF

11. PUBLIC HEARING ITEMS:

12. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Awarding Lender For General Obligation Bonds 2025 On The Advice Of Placement Agent, Piper Sandler & Co.

Department Submitting Auditor

- II. Discussion And Consideration Of Resolution #26-18, Awarding General Obligation Conservation Bonds, Series 2025 For \$4,000,000

Department Submitting Auditor

Documents:

RES 26 18.PDF

13. DEPARTMENTAL REPORTS:

14. OTHER REPORTS:

15. UPCOMING AGENDA ITEMS:

16. PUBLIC COMMENT #2:

Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

17. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:

18. ADJOURNMENT:

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.

Story County Board of Supervisors
Agenda
12/2/25

NAME

AGENCY

Colin Gerst
Crystal Davis
Lucy MARTIN

IT Dept
BOS
AUDITOR



Send correspondence to:
 UNITI LEASING - BILLING TEAM
 107 ST. FRANCIS STREET, STE 1800
 MOBILE AL 36602-3315

Remittance Section

Invoice Number	618587
Customer Name	STORY COUNTY
Account Number	1612164
Statement Date	11/01/25
Current Charges	\$8,124.16
Due Date	11/30/25
Past Due Amount	\$0.00
Total Amount Due	\$8,124.16

STORY COUNTY
 BOARD OF SUPERVISORS
 900 6TH STREET
 NEVADA IA 50201-0000

ACH/wire payment preferred. Remit checks to LBX:

UNITI FIBER 2020 LLC
 PO BOX 843690
 DALLAS TX 75284-3690



Please detach and return above portion with your payment

Summary of Account

Data Service	8,124.16
Taxes and Fees	.00
Total Current Charges	\$8,124.16
Previous Amount Due	\$0.00
Payment Received	\$0.00
Adjustments	\$0.00
Past Due Amount	\$0.00
Recurring Charges	\$8,124.16
One Time Charges	\$0.00
Taxes and Fees	\$0.00
Total Amount Due	\$8,124.16
Due Date	11/30/25

Detail of Payments and Adjustments



Invoice Number: 618587
 Account Number: 1612164
 Statement Date: 11/01/25

Important Messages

Billing Inquiries

For billing inquiries email Uniti Leasing Billing Team at
 AccountsReceivable@uniti.com

Remittance Instructions (ACH/wire payment preferred)

Uniti Fiber 2020 LLC
 Bank Name: Bank of America
 ABA for ACH: 111000012
 ABA for Wires: 026009593
 Bank Account Number: 4451430694

Check remittance and address above. For ACH/wire payments, please
 send remittance advice to AccountsReceivable@uniti.com

Technical Support

For technical support contact Uniti Leasing NOC at 833-812-1166 or
 LeasingNOC@uniti.com

APPROVED **DENIED**
 Board Member Initials: JKH
 Meeting Date: 12-2-25
 Follow-up action: _____



Ship To 10669915
 Story County
 ACCOUNTS PAYABLE
 900 6TH ST
 NEVADA IA 50201-2004

Invoice

Invoice No. 1101335094	Date: 13-NOV-2025	Sales Order No. 339060541	Account No. 10669915	Payment Terms Net 60 days	Due Date 12-JAN-2026	Sales Rep Name Bob Erwin	Account Clerk: Christine Nudd
PO No. 26052016	PO Release No:		Contract No.	State Contract No.		Ship Via Electronic Delivery/ESD	
FEIN: 36-3849000	Service Order No		Service Rep Name		Original Invoice No		

To pay online or sign up for e-invoicing, click [here](#)

Material	Material Description	Qty	Unit Price	Extended Price
* KGOVSECURITYE-STCO	KEEPER FEDRAMP TERM-BASED SUBSCRIPTION A Coverage Dates: 03-NOV-2025 - 03-NOV-2026 License Type: Subscription License Media Type: ESD OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 84.99 Discount: 14.661%	6	72.53	435.18

Sub Total 435.18
Ttl Freight Charge 0.00
Total Amount Due 435.18
Currency USD

(T) Denotes taxable item

* Denotes non-shippable item

APPROVED

DENIED

Board Member Initials: AKH

Meeting Date: 12-2-25

Follow-up action: _____



Please Remit To:
 Insight Public Sector, Inc.
 P.O. Box 731072
 DALLAS TX 75373-1072

Ship To 10669915
 Story County
 ACCOUNTS PAYABLE
 900 6TH ST
 NEVADA IA 50201-2004

ACCOUNT NO	10669915
INVOICE DATE	13-NOV-2025
INVOICE NUMBER	1101335094
BALANCE DUE	435.18
Amount Paid	
CURRENCY	USD

Send address changes to addresschange@insight.com
 For proper credit, please return this portion with payment.

Bill to: 10669915
 STORY COUNTY
 ACCOUNTS PAYABLE
 900 6TH ST
 NEVADA IA 50201-2004

Please remit electronically to:
 Insight Public Sector, Inc.
 c/o JPMorgan Chase
 Account: 816365761
 Swift code: chasus33
 Wire ABA: 021000021
 ACH ABA: 124001545



0010669915311013350943000004351894970000000000000000

003470102100007151500200347

715150-02-00847



Ship To 10669915
 Story County
 ACCOUNTS PAYABLE
 900 6TH ST
 NEVADA IA 50201-2004



Invoice

Invoice No. 1101335094	Date: 13-NOV-2025	Sales Order No. 339060541	Account No. 10669915	Payment Terms Net 60 days	Due Date 12-JAN-2026	Sales Rep Name Bob Erwin	Account Clerk: Christine Nudd
PO No. 26052016	PO Release No:		Contract No.	State Contract No.		Ship Via Electronic Delivery/ESD	
FEIN: 36-3949000	Service Order No		Service Rep Name		Original Invoice No		

Material	Material Description	Qty	Unit Price	Extended Price
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THANK YOU FOR YOUR ORDER.
 FOR ALL INQUIRIES PLEASE CALL 800-934-4477.
 The Terms and Conditions and Return Policy and Procedures set forth on
www.ips.insight.com/TermsandConditions are specifically incorporated herein unless purchase is being made pursuant to a separate
 written agreement in which case the terms of the separate written agreement shall govern.

0084702022000P7151500200347





INSIGHT PUBLIC SECTOR, INC.
 2701 E INSIGHT WAY
 CHANDLER AZ 85286-1930
 Tel: 800-467-4448

Account name: 10669915

STORY COUNTY
 DID 82377005
 900 6TH ST
 NEVADA IA 50201-2004

SHIP-TO

STORY COUNTY
 ACCOUNTS PAYABLE
 900 6TH ST
 NEVADA IA 50201-2004

Quotation	
Quotation Number :	0228993923
Document Date :	21-NOV-2025
PO Number :	
PO Release :	
Sales Rep :	Bob Erwin
Email :	BOB.ERWIN@INSIGHT.COM
Phone :	+14803667058
Sales Rep 2 :	Angela Hughes
Email :	ANGELA.HUGHES2@INSIGHT.COM
Phone :	

We deliver according to the following terms:

Payment Terms : Net 60 days
 Ship Via : Insight Assigned Carrier/Ground
 Terms of Delivery : FOB DESTINATION
 Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
<u>CW9174I-RTG</u>	CISCO WIRELESS 9174I (W7, 3 RADIO, 3 BAND, 4X4) GLOBAL OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 2073.14 Discount: 65.000%	41	725.60	29,749.60
<u>LIC-ENT-5YR</u>	Cisco Meraki MR Series Enterprise - subscription license (5 years) - 1 access point Coverage Dates: 21-NOV-2025 - 21-NOV-2030 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 752.63 Discount: 55.000%	40	338.68	13,547.20

Product Subtotal	43,296.80
TAX	0.00
Total	43,296.80

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

APPROVED

DENIED

Board Member Initials: AKN

Meeting Date: 12-2-25

Follow-up action: _____

Per Applicant Test Licensing Agreement

1. Scope of Agreement

Ergometrics & Applied Personnel Research, Inc. ("Licensor") grants to the Licensee the right to use the Licensor's tests, outlined in Attachment A to this Agreement, incorporated herein by reference, and all associated materials (collectively, the "Test"), for the sole purpose of pre-employment and promotional testing. The Test may not be used for training purposes under any circumstances. The Licensee may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from the Licensor. The Test meets and/or exceeds all Equal Employment Opportunity Commission guidelines and professional standards. This agreement does not include local validation for the Licensee. The Licensor will provide national validation reports upon request. In the event of challenge, the Licensor will provide expert testimony at its regular consulting rates. The Licensor assumes no liability for the use or misapplication of this product.

2. Copyright

The Test is owned by the Licensor and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from the Licensor and may only be used for the purposes described in this Agreement or as otherwise approved by the Licensor.

3. Implementation

The Licensor will provide the Licensee general written or telephone instructions on the administration and use of the Test. The Licensor warrants that the video, audio, and printed materials are free from defects in material and workmanship. Licensor will assist Licensee with interpretation of score results and scoring methodology. The licensee was offered a transportability analysis as part of the implementation process. If the licensee chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

4. Test Security

Licensee will maintain strict security of the Test in accordance with accepted security practices and those incorporated herein. Licensee shall be fully responsible for the secure storage and use of the Test and will establish and maintain strict test security procedures, including precautions preventing materials from being stolen, copied, or otherwise compromised.

- a. The Test must not be left unattended at any time, and when not in use, the Test must be kept in a secured and locked location. Trash containing confidential material will be disposed of securely.
- b. All persons having access to the Test must sign the Individual Statement of Understanding, found in the Administration Packet, and all signed copies kept on file with the Licensee for one year from the date of signature.
- c. Certification of Compliance with Confidentiality and Copyright, found in the Administration Packet, must be collected from each applicant before testing sessions begin, and all signed copies kept on file with the Licensee for one year from the date of signature.
- d. The Test maintained in electronic format must be kept on a non-networked, standalone computer.
- e. Cell phones and electronic devices are not allowed in the test administrations.
- f. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room. In the event of loss or theft of the Test, or cheating, Licensor must be notified immediately.
- g. Any testing materials shipped must use a form of registered

service with tracking number and signature for delivery.

h. Test content is confidential and copyrighted. Any conversations about Test content must only be conducted formally in conjunction with the Licensor.

5. Subcontracting the Test

The Test is licensed for use only by the Licensee. The Licensee must contact the Licensor to obtain permission if the Licensee wishes to subcontract test administration or other services that involve the outside handling of the Test. The Licensee will remain fully responsible for the security of materials that are handled in this manner.

6. Termination

This Agreement may be terminated in whole in the event that the Licensee or Licensor breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching party. Upon termination, Licensor will be entitled to payment, determined on a pro rata basis for services performed or rendered, and all Test materials must be returned immediately to the Licensor once the Agreement has been terminated.

7. Events Upon License Expiration or Termination

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of the Agreement. Late or lost Test materials will be subject to additional fees. Attachment A to this Agreement sets out additional provisions in respect of the parties' obligations upon termination.

8. Pricing

Pricing for this Agreement is specified in Attachment A, incorporated herein by reference.

9. No Waiver

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

10. Entirety of Agreement

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties. Any previous Test Licensing agreements between Licensee and Licensor are null and void, replaced by this one.

11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Governing Law

This Agreement is governed by the laws of the State of Washington.

Test Licensing Agreement

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. (Licensor) By accepting the Ergometrics test materials for use, you are agreeing to the terms of this agreement and that you have authority to enter into such an agreement on behalf of the Agency.

Licensee

Lisa Heddens

12-2-25

Principal Signer

Date

Lisa Heddens

Signature

Story County Board of Supervisors, Chair

Title

Story County Sheriff's Office

Agency Name

1315 S B Avenue

Physical Address

Nevada

Iowa

50201

State

Zip

City

(515)382-7458

ctoresdahl@storycountyiowa.gov

Telephone

Email

Authorized Contacts

Please list, in addition to the Principal Signer, anyone who is authorized to receive materials, scores or discuss scores with Ergometrics. Licensee is responsible for updating Ergometrics of any changes to Authorized Contacts.

Micah Andersen

Authorized Contact

Assistant Jail Administrator

Title

(515)382-7532

Telephone

mandersen@storycountyiowa.gov

Email

Constance Toresdahl

Authorized Contact

Administration Commander

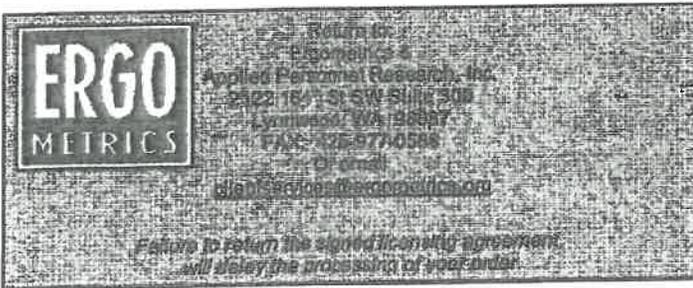
Title

(515)382-7458

Telephone

ctoresdahl@storycountyiowa.gov

Email



For Office use only:

Product: _____

License Type: _____

Highrise: _____

Exam HQ: _____

Notes: _____



Ergometrics &
Applied Personnel Research, Inc

Story County Sheriff's Office
Licensing Agreement
Attachment A

Pricing

Per Applicant License:
REACT Testing One Time Setup Fee \$0
Applicants @ \$30 each \$900
(\$150 minimum order)
**cost may vary based on actual number tested*

Scoring will include standard and diagnostic scoring. Licensee will be responsible for all associated freight expenses. Minimum charges will be applied to each batch of answer sheets submitted.

Term of Agreement

The service agreement will begin and end on the following dates:

Start Date	End Date
12/13/25	12/29/25

All testing materials must be returned by the due date listed above. Materials MUST be returned using some form of registered, secure service that has a tracking number and requires a signature for delivery. Materials not returned by the specified due date will be subject to a \$25 late fee for every 15 days overdue. Any lost test materials must have the incident documented on company letterhead and will be subject to lost fees.

SOLAR POWER AND SERVICES AGREEMENT

Cover Sheet

This Solar Power and Services Agreement is made as of: 11/17/25 (the "Effective Date"), and together with the Cover Sheet, General Terms and Conditions, Exhibits, and Schedules The parties to this Agreement (the "Parties") are as follows:

Provider:	Red Lion Story County Solar II, LLC	Buyer:		Story County
All Notices:		All Notices:		
Street:	<u>2719 Georgetown Avenue</u>	Street:	<u>900 6th Street</u>	
City:	<u>Norwalk, IA</u> Zip: <u>50211</u>	City:	<u>Nevada, IA</u>	Zip: <u>50201</u>
Attn:	<u>Terry Dvorak</u>	Attn:	<u>Joby Brogden</u>	
Phone:	<u>515-991-4594</u> Fax: <u>NA</u>	Phone:	<u>515-382-7401</u>	Fax: _____
With a copy to:		With a copy to:		
Name:	<u>Fredrikson & Byron</u>	Name:	<u>Story County Board of Supervisors</u>	
Street:	<u>505 East Grand Ave, Suite 200</u>	Street:	<u>900 6th Street</u>	
City:	<u>Des Moines, IA</u> Zip: <u>50309</u>	City:	<u>Nevada, IA</u>	Zip: <u>50201</u>
Attn:	<u>J. Marc Ward</u>	Attn:	<u>Board Chair</u>	
Phone:	<u>515-242-8900</u> Fax: <u>515-242-8950</u>	Phone:	<u>515-382-7200</u>	Fax: _____
Emergency Contact Information:		Emergency Contact Information:		
Name:	<u>Red Lion Renewables, LLC</u>	Name:	<u>Story County</u>	
Street:	<u>2719 Georgetown Avenue</u>	Street:	<u>900 6th Street</u>	
City:	<u>Norwalk, IA</u> Zip: <u>50211</u>	City:	<u>Nevada, IA</u>	Zip: <u>50201</u>
Attn:	<u>Terry Dvorak</u>	Attn:	<u>Joby Brogden</u>	
Phone:	<u>515-991-4594</u> Fax: <u>NA</u>	Phone:	<u>515-382-7401</u>	Fax: <u>NA</u>
E-mail:	<u>Terry.dvorak@redlionrenewables.com</u>	E-mail:	<u>jbrogden@storycountyiowa.gov</u>	

The Parties hereby agree that the General Terms and Conditions attached hereto are incorporated herein.

Project Site Name:	Story County		
Description and Address of Project Site:	Administration Offices, 900 6 th Street, Nevada, IA 50201 Justice Center, 1315 S B Avenue, Nevada, IA 50201		
System Description and Nameplate Capacity:	Solar photovoltaic (PV) electricity generating systems and battery storage systems tied into (2) individual facility electrical systems in (2) locations for a total of 1,080 kW-dc solar and 150kW/412kWh battery storage: Administration Offices (456 kW-dc solar + 50kW/206kWh battery) and Justice Center (624 kW-dc solar + 100kW/206kWh battery). – see Exhibit E for layouts		
Project Documents:	Project system layouts and descriptions included in Exhibit E.		
Local Electric Utility:	Alliant Energy		
Interconnection Agreement:	Alliant Energy standard interconnection agreements. Separate agreements submitted for each facility.		
EPC Contractor:	Red Lion Renewables. Electrical contractor: TBD		
Required Rebate:	NA		
Estimated Commercial Operation Date:	12/30/25 Justice Center Solar, 6/30/26 battery storage at both sites, 12/30/26 Administration Solar (contingent on USDA grant approval)		
Installation Date	See Exhibit H		
System Acceptance Testing Requirements:	Utility acceptance and Red Lion Renewables meter reading		
Governing Law:	Iowa	Venue:	Story County
kWh Rate:	Initial rate of \$0.050/kWh for solar arrays, \$1,000/month for Administration battery system, \$2,000/month for Justice Center battery system. 2.5% annual escalator for all systems. 20-year term See Exhibit F for schedule		
Additional Expenses:	NA		
Early Termination Value:	See Exhibit F for schedule		

IN WITNESS WHEREOF, the Parties have caused this Solar Power and Services Agreement to be duly executed as of the date first written above.

STORY COUNTY, IOWA BOARD OF SUPERVISORS

RED LION STORY COUNTY SOLAR, LLC

Name: *Jim Heckler*
Date: *12-2-25*
Title: Board Chair


Name: Terry Dvorak
Date: 11/19/25
Title: Manager

GENERAL TERMS & CONDITIONS

Article I. Provider Obligations.

Section 1.01 Installation.

(a) Construction Plans. From and after the Effective Date, Provider shall provide to Buyer construction plans and engineering evaluations regarding the Installation Work (the date of such submission, the "Construction Plans Submission Date").

(b) Installation Work. After receipt of the Notice to Proceed (provided pursuant to Section 2.01 below), but no later than the Installation Date, Provider shall commence the Installation Work. Provider shall perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with Buyer's and Buyer's invitees' and customers' use of the Project Site to the extent commercially practicable.

(c) Installation Standards. The System shall be installed with due care by qualified employees, representatives, agents, contractors, subcontractors or advisors of Provider and shall conform to Prudent Electric Practices and Applicable Law. If Provider fails to meet any of the foregoing standards in any material respect, Provider shall perform at its own cost, and without additional charge to Buyer, the professional services necessary to correct errors and omissions, including any necessary replacement of any component of the System, that are caused by Provider's failure to comply with the above standards in all material respects.

Section 1.02 Utility and Government Approvals. Provider shall obtain and maintain all Approvals that are required for the performance of the Installation Work, System Acceptance Testing, System Operations and any other work required under this Agreement.

Section 1.03 Testing. Provider shall, upon not less than three (3) Business Days' prior written notice to Buyer, conduct testing of the System ("System Acceptance Testing"). System Acceptance Testing shall be deemed successful upon the achievement of the tests set forth on the Cover Sheet. Buyer shall have the right, but not the obligation, to be present at and observe the System Acceptance Testing, at Buyer's sole cost.

Section 1.04 Operation and Maintenance.

(a) System Operations. Provider shall perform System Operations (either itself or through Maintenance Providers) for the System at its sole cost and expense.

(b) Metering.

(i) Installation and Maintenance. Provider shall install and maintain, at the Delivery Point, a utility grade kilowatt-hour (kWh) meter for the measurement of Solar Services delivered to the Delivery Point (the "Metering System").

(ii) Testing. No more than one (1) time in any twelve (12) month period, Buyer may request, in writing, that Provider test the Metering System for accuracy. Notwithstanding the foregoing, if Buyer reasonably believes the Metering System is inaccurate, it may request, in writing, that Provider test the Metering System for accuracy. Provider shall test the Metering System within twenty (20) days after delivery of Buyer's written request, and shall provide to Buyer a copy of all testing and accuracy calibrations for the Metering System to Buyer.

(iii) Adjustments. If testing of the Metering System indicates that it is in error by more than two percent (2%), then Provider shall promptly repair or replace the Metering System. Provider shall make a corresponding adjustment to the records of the amount of Solar Services delivered to the Delivery Point based on such test results for (A) the actual period of time when such error caused inaccurate meter recordings, if that period can be determined to the mutual satisfaction of the Parties, or (B) if such period cannot be so determined, then a period determined by a third party mutually agreed upon by the Parties, such period not to exceed the *shorter* of: (X) one-half (1/2) of the period from the later of the date of the last previous test confirming accurate metering or the date the Metering System was placed into service; and (Y) two (2) years.

(iv) Costs. If (A) testing of the Metering System is pursuant to Buyer's written request under Section 1.04(b)(ii), and (B) such testing indicates the Metering System is in error by two percent (2%) or less, then Buyer shall be responsible for the costs of such testing and no adjustments will be made to the records. Otherwise, Provider will be responsible for the costs of such testing.

(c) Malfunctions and Emergencies. Provider shall notify Buyer (i) immediately upon the discovery of an emergency condition in the System, and (ii) within twenty-four (24) hours following its discovery of any material malfunction in the operation of the System or of the discovery of an interruption in the supply of Solar Services. If an emergency condition exists, Provider shall dispatch the appropriate personnel to perform the necessary repairs or take corrective action in an expeditious and safe manner. If there exists an imminent risk of damage or injury to any Person or any Person's property, then in any such case, Provider may (but shall not be obligated to) take such action as Provider deems appropriate to prevent such damage or injury. Such action may include disconnecting and removing all or a portion of the System, in compliance with the provisions of Section 1.05, or suspending the supply of Solar Services to Buyer. If such emergency condition exists due to: (a) an event of Force Majeure, then the Parties shall equally bear the costs of such action, including any necessary repairs or replacements to the System; (b) the acts or omissions of Buyer or a third party (excluding the EPC Contractor or any Maintenance Provider), then Buyer shall bear the costs of such action, including any necessary repairs or replacements to the System; or (c) for any other reason, then Provider shall bear the costs of such action, including any necessary repairs or replacements to the System.

Section 1.05 Removal of the System. Upon the expiration of the Term or the occurrence of an Early Termination Date, Provider shall, at its expense, remove the System from the Premises on a mutually agreeable date but in no event later than ninety (90) calendar days after the expiration of the Term or the Early Termination Date (as applicable); provided, however, that Provider shall not remove the System from the Premises if Buyer purchases the System by exercising its Purchase Option; provided, further, that Provider shall not be required to remove System components located below grade or hidden within walls; provided, further, that under no circumstances shall Provider be required to remove the System prior to the fifth (5th) anniversary of the Commercial Operations Date, unless otherwise agreed by Provider. Buyer's covenants in Section 6.02 shall remain in effect until the date that the System is removed pursuant to this Section 1.05. If Provider is under an obligation to remove the System pursuant to this Section 1.05, and fails to remove or commence substantial efforts to remove the System by the date agreed upon pursuant to this Section 1.05, Buyer may remove the System to a public warehouse (other than System mounting pads or other support structures) at Provider's cost.

Article II. Buyer Obligations.

Section 2.01 Installation.

(a) Approval of Construction Plans. Following the Construction Plans Submission Date and prior to delivery of the Notice to Proceed, Buyer shall have the right to review and approve all construction plans and engineering evaluations. Upon approving the construction plans and satisfaction of Buyer's conditions precedent set forth in Section 4.02, and within thirty (30) calendar days following the Construction Plans Submission Date, Buyer shall deliver to Provider a written notice directing Provider to commence the Installation Work (the "Notice to Proceed"). Buyer agrees to expend reasonable efforts to approve the construction plans and satisfy the conditions precedent.

(b) Solar Access and Load. Buyer shall not cause or permit any interference with the System's insolation and access to sunlight, as such insolation and access exists as of the Effective Date. Buyer agrees to prevent building of shade producing structures or landscaping that would provide more shade than is currently received on the solar arrays at time of contracting. Should Buyer wish to add shade producing obstructions, Buyer shall either purchase the system at fair market value or pay for the relocation of the solar array on premises, or compensate for the difference in solar production at a mutually agreeable value.

Section 2.02 Government Approvals. Buyer shall generally assist Provider in obtaining and maintaining Approvals required for Provider to perform its obligations under this Agreement. Such assistance by Buyer shall include providing to Provider in a timely manner: (i) any authorizations needed for any Approvals; (ii) signed applications for permits, Local Electric Utility grid interconnection applications and agreement(s) and rebate

applications; and (iii) drawings of the existing electrical and structural components of the Premises. To the extent that only Buyer is authorized to obtain or issue any necessary consents, approvals, permits, rebates or other Financial Incentives for the Installation Work, System Acceptance Testing, System Operations, System removal or any other work required under this Agreement, Buyer shall deliver to Provider promptly, and shall assist Provider in maintaining and utilizing, copies of such consents, approvals, permits, rebates, Financial Incentives and authorizations.

Section 2.03 Purchase Requirement. Buyer agrees to purchase all of the Solar Services delivered to the Delivery Point during the Term.

Section 2.04 Rights of Access.

(a) Access to Premises. Buyer hereby grants to Provider, its employees, agents, contractors, subcontractors, invitees, advisors, the EPC Contractor and any Maintenance Providers a license, which shall include the rights (a) to use and access the Premises to perform the Installation Work, ongoing maintenance work, and observe system operations during the Term, to confirm compliance with the terms of this Agreement and for any such period required to remove the System, (b) of ingress and egress to the Premises, and (c) to access electrical panels and conduits to interconnect the System with, or disconnect the System from, the Premise's electrical wiring to the extent required by this Agreement. Buyer and its authorized representatives shall at all times have access to and the right to observe the Installation Work, System Operations or removal of the System, but shall not interfere or handle any Provider equipment or any component of the System without written authorization from Provider; provided, however, in the event of a material malfunction or emergency as specified in Section 1.04(c), Buyer shall be permitted to take those actions necessary to prevent injury as specified in Section 2.06.

(b) Internet Connection. Buyer hereby grants to Provider, from the commencement of the Installation Work until the end of the Term, the right to connect the System monitoring equipment to the necessary intranet and/or internet networks so that it is possible for Provider to remotely monitor energy production by the System. .

(c) Temporary Storage Space During Installation or Removal. Buyer shall use commercially reasonable efforts to provide Provider and its contractors with sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations and System removal, and access for rigging and material handling. Buyer shall provide Provider a reasonable area for construction lay-down.

Section 2.05 Buyer Repairs & Maintenance.

(a) Electrical Structure. Buyer, at its sole cost and expense, shall make necessary repairs or changes to the existing electrical structure of the Premises, at Provider's direction and with its approval, so that the Premises are eligible for state subsidy, rebate funding renewable energy credits, sale of electricity, and otherwise to fulfill the intent of this Agreement. Notwithstanding the foregoing, except as set forth in Exhibit G, Buyer shall not make any material changes to: (i) its electrical equipment at the Premises after the date on which the applicable utility interconnection application is submitted unless any such changes, individually or in the aggregate, would not adversely affect the approval by such utility of such interconnection; or (ii) the Premises at any time during the Term that would adversely affect System Operation or the delivery of Solar Services to Buyer.

(b) Maintenance. Buyer shall maintain the Premises so that: (i) there exist no other site conditions or conditions at the Premises that would materially impede or increase the cost of Provider's obligations under Article I or the cost to produce Solar Services; (ii) the structural integrity of the Premises is sufficient to accommodate the System as designed by Provider; and (iii) overshadowing of the System is reduced to the extent reasonably practicable.

Section 2.06 Emergencies. If there exists an imminent risk of damage or injury to any Person or any Person's property, then Buyer may (but shall not be obligated to) take such action as Buyer deems appropriate to prevent such damage or injury. Such action may include disconnecting and removing all or a portion of the System,

with notice thereof to Provider as soon as reasonably practicable. The costs and losses from such emergency condition shall be allocated in accordance with the last sentence of Section 1.04(c).

Article III. Title.

Section 3.01 Title to Environmental Attributes and Financial Incentives. Throughout the duration of this Agreement, Provider or Provider's Affiliate shall retain ownership of all Environmental Attributes, including any RECs, produced by the System, as well as any rebate or other Financial Incentives. Buyer's purchase of Solar Services does not include Environmental Attributes, any rebate or other Financial Incentives, or any other attributes of ownership of the System, all of which shall be retained and may be otherwise sold or transferred by Provider in its sole discretion.

Section 3.02 Title to the System. Provider, or an Affiliate of Provider, shall retain Ownership of the System at all times.

Section 3.03 Personal Property: Not A Fixture. The System shall, at all times, retain the legal status of Provider's or Provider's Affiliate's personal property as defined under Governing Law. Buyer covenants that it will use reasonable commercial efforts to place all Persons having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could be construed as prospectively attaching to the System as a fixture of the Premises, Buyer shall provide to Provider a disclaimer, release or other similar instrument reasonably acceptable to Provider from any such mortgagee or Person making a fixture filing on the Premises. If Buyer is the fee owner of the Premises, Buyer consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises. If Buyer is not the fee owner, Buyer will obtain such disclaimer from such owner.

Article IV. Conditions Precedent.

Section 4.01 Provider's Conditions. The obligation of Provider to commence the Installation Work is subject to the satisfaction, of each of the following conditions (any of which may be waived in writing by the Provider in whole or in part):

- (a) Buyer's representations and warranties in Sections 5.01 and 5.02 remain true, complete and correct, in all material respects;
- (b) A rebate or subsidy in an amount of the Required Rebate is available to Provider (directly or indirectly by assignment under the Rebate Assignment Agreement) from the state, Local Electric Utility, or other source for the acquisition, installation, operation and maintenance of the System and is reserved for the System as designed;
- (c) Provider shall have obtained financing from one or more investors, lenders, or other sources which in aggregate is in the amount which Provider determines in its sole reasonable judgement is necessary to commence the Installation Work;
- (d) There is no material adverse change in the rebate or subsidy program or federal tax code since the Effective Date that would adversely affect the economics of the acquisition, installation, operation and maintenance of the System for Provider and its investors (if any), as determined by Provider in its sole discretion;
- (e) Buyer has executed and returned to Provider the Acknowledgement and Confirmation Form, pursuant to Section 15.04(c);
- (f) Provider has received the Notice to Proceed;
- (g) Any condition set forth in Exhibit F and G shall have been satisfied; and
- (h) All necessary Approvals that are required to be obtained by Buyer have been obtained (except for such Approvals that are reasonably expected to be obtained in the ordinary course or are otherwise to be obtained by Provider).

Section 4.02 Buyer's Conditions. The obligation of Buyer to issue a Notice to Proceed is subject to the satisfaction, of each of the following conditions (any of which may be waived in writing by Buyer in whole or in part):

- (a) Provider's representations and warranties in Section 5.01 remain true, complete and correct, in all material respects; and
- (b) All necessary Approvals that are required to be obtained by Provider have been obtained (except for such Approvals that are reasonably expected to be obtained in the ordinary course or are otherwise to be obtained by Buyer).

Article V. Representations & Warranties.

Section 5.01 Representations and Warranties of the Parties. Each Party represents and warrants to the other as of the Effective Date and any other date that such representations and warranties are required to be repeated that:

- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization or incorporation, as appropriate;
- (b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;
- (c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;
- (e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and
- (f) its execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it is a party or by which it or its property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

Section 5.02 Buyer Additional Representations and Warranties. In addition to its representations and warranties in Section 5.01, Buyer represents and warrants to Provider as of the Effective Date and any other date that such representations and warranties are required to be repeated that:

- (a) if the Premises are located on a roof, the roof of the Premises (i) has been weather-proofed against the weather conditions reasonably expected to exist at the location of the Premises, (ii) can reasonably be expected to exist in the same condition (except for ordinary wear and tear) for a period of [seven (7) years] from the date of such representation, and (iii) otherwise has the structural integrity sufficient to accommodate the System as designed by Provider;

if the Premises are located on the ground, (i) the Buyer has made necessary accommodations for site access, security, and safety as defined in the Exhibit E Project Specifications, and (ii) appropriate grounds maintenance have been agreed to either in Exhibit E or through a separate Operations and Maintenance Agreement.

- (b) there is a suitable electrical interconnection point of sufficient capacity to accommodate the System as designed by Provider located within 500 feet of the planned location of the System as described on the Cover Sheet;

(c) for any underground placement of electrical cable or conduit, to the best knowledge and belief of Buyer, there are no rocks or other obstructions that would prevent ordinary trenching equipment to be used for the installation of underground electrical cable from providing a trench of sufficient depth to comply with the National Electrical Code;

(d) to the best knowledge and belief of Buyer, there exist no site conditions or conditions at the Premises or construction requirements for the System as designed by Provider that would materially impede or increase the cost of Provider's obligations under Article I or the cost to produce Solar Services;

(e) that there are no threatened condemnation or eminent domain proceedings, or contemplated sales in lieu therein, involving a partial or total taking of the Premises;

(f) to the best of its knowledge after due inquiry, no Hazardous Substances exist on the Premises; and

(g) during the period which it has occupied the Premises, the Premises have not been used for the unlawful storage or disposal of Hazardous Substances.

Section 5.03 Exclusion of warranties. Except as expressly set forth in Section 1.01(c) and this Article 5, the installation work and the solar services provided by Provider to Buyer, and the removal of the System (if applicable) shall be "as-is, where-is". No other warranty to buyer or any other person, whether express, implied or statutory, is made as to the installation, design, description, quality, merchantability, completeness, useful life, future economic viability, or fitness for any particular purpose of the System, the Solar Services or any other service provided hereunder or described herein, or as to any other matter, all of which are expressly disclaimed by provider.

Article VI. General Covenants.

Section 6.01 Provider's Covenants. As a material inducement to Buyer's execution and delivery of this Agreement, Provider covenants and agrees to the covenants set forth in Exhibit G and the following:

(a) System Condition. Except as provided in Section 1.04(a), Provider shall take all actions reasonably necessary to ensure that the System is capable of delivering Solar Services to the Delivery Point.

(b) Health and Safety. In performing its obligations under this Agreement, Provider shall take all necessary and reasonable safety precautions and comply with Applicable Laws pertaining to the health and safety of persons and real and personal property. Provider shall promptly report to Buyer any death, lost time injury, or property damage to the Premises that occurs on the Premises.

(c) Liens. Provider shall not, as a result of its actions or inactions under this Agreement, directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein. If Provider breaches its obligations under this Section 6.01(c), it shall (i) immediately notify Buyer in writing, and (ii) promptly cause such Lien to be discharged and released of record without cost to Buyer, as Provider will pay for the discharge.

(d) Approvals. Subject to Buyer's performance of its obligations under Section 2.02, Provider shall obtain and maintain all Approvals required to be obtained and maintained in order to perform its obligations under this Agreement. Upon Buyer's request, Provider shall deliver copies of all Approvals obtained and maintained pursuant to this Section 6.01(d) to Buyer.

Section 6.02 Buyer's Covenants. As a material inducement to Provider's execution and delivery of the Agreement, Buyer covenants and agrees to the covenants set for in Exhibit G and each of the following:

(a) Security. In an effort to provide for the physical security of the System, Buyer agrees to construct a six-foot tall chain-link fence around the array, secured by a padlock. Buyer further agrees to erect plainly visible no-trespassing signage on the exterior of each of the sides of the fence's exterior. Provider agrees that these efforts are reasonably calculated to prevent unapproved access and vandalism. After the initial construction of the fence, Buyer agrees to reasonably maintain the above-described fence and signage to preserve its security utility. In

the event of unapproved access and/or vandalism despite the presence of the above-described fence, Provider accepts all liability for any damage or vandalism sustained by third parties, including any costs to clean, repair, or replace any portion of the System.”

(b) Notice of Damage. Buyer shall promptly notify Provider of any damage to, or loss of the use of, the System or any matter or circumstance that could reasonably be expected to adversely affect the System or its operation.

(c) Health and Safety. Buyer shall at all times maintain the Premises consistent with all Applicable Laws pertaining to the health and safety of Persons and real and personal property. Buyer shall at all times comply with Provider’s instructions and safety guidelines when in the vicinity of the System.

(d) Liens. Buyer shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Buyer breaches its obligations under this Section 6.02(d), it shall (i) immediately notify Provider in writing, and (ii) promptly cause such Lien to be discharged and released of record without cost to Provider, as Buyer will pay for the discharge.

(e) Approvals. Buyer shall obtain and maintain Approvals required to be obtained and maintained by it to perform its obligations under this Agreement, including such Approvals required to site, install and maintain the System on the Premises.

(f) Assignment of Rebate. To the extent that all or a portion of the Required Rebate is collectable only by Buyer under Applicable Law, the Parties shall enter into a Rebate Assignment Agreement, substantially in the form of Exhibit C hereto, which will assign the right to receive such Required Rebate from Buyer to Provider.

(g) No Action to Invalidate Required Rebate or RECs. Notwithstanding anything else to the contrary in this Agreement, including the rights and options of Buyer contained herein, Buyer shall take no action that may invalidate, terminate or cause the recapture any financial incentive with respect to the System or that may prevent the System from producing RECs; provided, however, that the foregoing covenant shall not prevent Buyer from terminating this Agreement under Article IX.

Article VII. Payments.

Section 7.01 Solar Services Payment. Provider shall invoice Buyer on the fifth (5th) Business Day of each month, commencing on the first calendar month to occur after the Commercial Operation Date, for the Solar Services Payment in respect of the previous month. Buyer shall pay the amounts specified in such invoice within ten (10) Business Days after receipt of the invoice, and except as provided in Section 7.04, below, shall not be entitled to set off any amount owing from Provider against such payments.

Section 7.02 Method of Payment. Buyer shall make all payments under this Agreement by electronic funds transfer in immediately available funds to the account designated by Provider. All payments that are not paid when due may, at the discretion of Provider, bear interest accruing from the date becoming past due until paid in full at a rate equal to the Default Rate. Except as provided Article XIII, all payments made hereunder shall be made free and clear of any tax, levy, assessment, duties or other charges.

Section 7.03 Deemed Production. In the event that (a) Buyer shuts down or curtails energy production from the System, (b) Buyer’s errors, acts or omissions result in the shut down of the System or the curtailment of the production or delivery of Solar Services, or (c) Buyer requests that the System be relocated pursuant to Section 10.01 and the System is shut down to effectuate such relocation, for a cumulative duration of more than five (5) calendar days in a calendar year, then Buyer shall pay the Deemed Production Payment for each calendar day any such event occurs after the occurrence of such first five (5) calendar days. The Deemed Production Payment shall be paid in accordance with Section 7.01 as if it were a Solar Services Payment.

Section 7.04 Disputes and Adjustment of Invoices. If either Party disputes in good faith the accuracy of any invoice under this Agreement, it shall nevertheless pay the full amount when due. Upon giving written notice of the basis for a Party’s dispute, the Parties will promptly work to resolve the dispute. If it is later determined that

an excess amount was paid by a Party, the other Party shall refund the excess amount plus interest within two (2) Business Days of resolution at the Non-default Rate from the original due date to but not including the date paid. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 7.04 within six (6) months after the invoice is rendered or any specific adjustment to the invoice is made.

Article VIII. Term.

Section 8.01 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty- (20) years from the Commercial Operation Date (the "Term"), unless terminated earlier pursuant to Article IX or extended pursuant to Section 8.02.

Section 8.02 Extension Option. In the event this Agreement remains in effect during the final year of the Term, Buyer shall have the option to extend the Term for one (1) additional five (5) year period (the "Extension Option"). Buyer may extend this Agreement by providing written notice to Seller within 90 days of the end of the Term.

Article IX. Termination and Remedies.

Section 9.01 Termination Due to Default.

(a) Events of Default. An "Event of Default" shall mean, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

(i) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within ten (10) Business Days after written notice;

(ii) such party becomes Bankrupt;

(iii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed to be made or repeated;

(iv) such party fails to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) within thirty (30) calendar days after written notice;

(v) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;

(vi) other than due to the failure of the other Party to satisfy the conditions precedent applicable to it under Article IV, Buyer fails to provide the Notice to Proceed within thirty (30) calendar days of the Construction Plans Submission Date or Provider fails to commence the Installation Work by the Installation Date (in each case, other than due to an event of Force Majeure); and

(vii) subject to Article X, Buyer (A) ceases to conduct business operations at, (B) vacates, or (C) transfers title to, the Premises.

(b) Remedies Upon Default. Upon the occurrence of an Event of Default, the Non-Defaulting Party may: (i) suspend its obligations under the Agreement for not more than ten (10) Business Days; and/or (ii) terminate this Agreement by providing written notice to the Defaulting Party that designates a day, no earlier than the day such notice is effective, as the Early Termination Date.

Section 9.02 Termination Without Default.

(a) Termination Events.

(i) Provider may terminate this Agreement at its sole option: (a) at any time prior to the Commercial Operation Date; or (b) if Buyer fails to fulfill the conditions precedent that are applicable to it under Section 4.01 by the Installation Date.

(ii) The non-Claiming Party may terminate this Agreement at its sole option if a Force Majeure shall have occurred and be continuing for a period of one hundred twenty (120) consecutive days or two hundred forty (240) days in the aggregate.¹

(b) Remedies Upon Termination Event. Upon the occurrence of an event under Section 9.02(a) that gives the applicable Party the right to terminate this Agreement, such Party may terminate this Agreement by providing written notice to the other Party that designates a day, no earlier than the day such notice is effective, as the Early Termination Date; provided, however, that neither party shall be owed a Net Settlement Amount, Early Termination Value or any other damages in connection with the termination of this Agreement.

Section 9.03 Early Termination Date Remedies.

(a) Upon the occurrence of an Early Termination Date:

(i) this Agreement and the Parties' respective rights and obligations hereunder will terminate (except as set forth in Section 15.14);

(ii) either Party may exercise any remedy it may have at law or in equity; and

(iii) if: (A) Buyer has not exercised its Purchase Option; and (B) Buyer is the Defaulting Party for an Event of Default, then (X) Provider shall provide notice to Buyer of the Net Settlement Amount, and (Y) within two (2) Business Days of receipt of such notice, Buyer shall pay the Net Settlement Amount.

(b) This paragraph deleted.

(c) To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

Section 9.04 Buyer's Purchase Option.

(a) So long as no Event of Default with respect to Buyer shall have occurred and be continuing, Provider grants to Buyer an option to purchase the System (the "Purchase Option"), exercisable during the thirty (30) calendar day period following each anniversary of the Commercial Operation Date. Buyer shall give at least sixty (60) calendar days' prior written notice to Provider of its intent to exercise its Purchase Option, which notice shall set forth the Early Termination Date and the Option Price on the Early Termination Date designated by Buyer's notice given pursuant to Section 9.04(a): (i) the Parties shall execute and deliver to each other all documents necessary to (A) cause title to the System to pass to Buyer, free and clear of any Liens, and (B) assign all warranties for the System, if any, to Buyer, to the extent assignable; and (ii) Buyer will pay the Option Price to Provider.

(b) In the event that: (i) Buyer retracts its exercise of the Purchase Option after providing notice to Provider pursuant to Section 9.04(a); or (ii) fails to pay the Option Price when due, then Buyer's exercise of the Purchase Option will be void, and the provisions of this Agreement shall be applicable throughout the Term, unless ended earlier due to the declaration of an Early Termination Date. Any legal fees or expenses incurred by the Provider in preparation of the purchase would be paid by Buyer.

Article X. Credit Assurance.

¹ Subject to applicable S-REC or Rebate Contracts allowance for termination due to Force Majeure under similar circumstances.

Section 10.01 Request for Credit Assurance. Provider may, from time to time, request that Buyer provide Provider with Credit Assurance if at any time Provider has reasonable grounds for insecurity concerning Buyer's ability to perform any of its obligations under this Agreement.

Section 10.02 Reasonable Grounds for Insecurity. For purposes of Section 10.01 Provider shall be deemed to have "reasonable grounds for insecurity" only when: (i) Buyer's or its Guarantor's long-term unsecured, unsubordinated debt is rated by S&P or Moody's, and there has been a decrease in the rating of any of such long-term unsecured, unsubordinated debt below BBB- or Baa3 by S&P or Moody's, respectively; or (ii) Buyer's or its Guarantor's long-term unsecured, unsubordinated debt is unrated, and Provider has reasonable grounds to believe that Buyer's creditworthiness or performance under this Agreement has become unsatisfactory.

Article XI. Temporary Relocation of System.

Section 11.01 Provided that this Section 11.01 does not violate Buyer's obligations in Section 6.02(g), on and after the fifth (5th) anniversary of the Commercial Operation Date, Buyer may request that Provider temporarily relocate the System to a new location, which Provider may accept in its reasonable discretion. Any of the following reasons shall be a reasonable basis for Provider to reject Buyer's request to relocate the System: (a) the new location is not located within the same Local Electric Utility district as the Premises, (b) the new location is not in a location with similar insolation and Local Electric Utility rates; (c) at the new location, the REC value produced by the relocated System will be less than the REC Value produced by the System if it remained at the original Premises; or (d) Provider expects the duration of such relocation to exceed ninety (90) calendar days. All costs and expenses associated with relocating the System shall be paid by Buyer.

Article XII. Change of Law.

Section 12.01 Environmental Attributes. Buyer acknowledges and agrees that (a) several Governmental Authorities are in the process of promulgating regulations or enacting legislation requiring the monitoring and reporting of greenhouse gas emissions and the allocation of Environmental Attributes, and that such regulations or legislation may be enacted during the Term, (b) any such enacted regulations or legislation may allocate Environmental Attributes in a manner inconsistent with this Agreement, and (c) in the event that Environmental Attributes are allocated in a manner inconsistent with this Agreement pursuant to such enacted regulations or legislation, Buyer shall take such actions as are required to provide Provider with the legal and/or beneficial interests in and to the Environmental Attributes, including execution, delivery and registration of any document required therefor.

Section 12.02 Adjustments to Solar Services Payments.

(a) Change in Law. In the event there is any change in Applicable Law (including with respect to the Parties' tax obligations) subsequent to the Effective Date that results in a material change in Provider's costs to provide the Solar Services (a "Change in Law"), Provider will promptly submit to Buyer a written notice setting forth (i) the citation of the Change in Law, (ii) the manner in which such Change in Law shall materially change Provider's costs to provide the Solar Services, including computations in connection therewith, and (iii) Provider's proposed adjustment to the then applicable and future kWh Rates to reflect such expected material changes in Provider's costs.

(b) Notice. Within thirty (30) days after delivery of Provider's notice, Buyer may, by written notice to Provider, (i) accept Provider's notice, or (ii) reject Provider's notice, and demand that the Fair Market Value of the Solar Services be computed to determine any increase in Provider's costs due to a Change in Law. A failure of Buyer to accept or reject Provider's notice pursuant to this Section 12.02(b) shall be deemed acceptance of Provider's notice.

(c) Adjustment to kWh Rate. From and after the date of (i) Buyer's acceptance of Provider's notice, the kWh Rate shall be adjusted to include Provider's total increased cost due to the Change in Law, or (ii) the determination of the Fair Market Value of the Solar Services, the kWh Rate shall be adjusted according to such determination of the Fair Market Value of the Solar Services; as applicable.

Article XIII. Force Majeure.

Section 13.01 To the extent either Party is prevented by Force Majeure from carrying out, in whole or in part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations prevented by the Force Majeure (other than the obligation to make payments). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. Until the Force Majeure is remedied, the non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

Article XIV. Taxes and Governmental Fees.

Section 14.01 Buyer's Obligations. Except as provided in Section 14.02, Buyer shall reimburse (or rebate as applicable) and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority and paid by Provider due to Provider's sale of the Solar Services to Buyer (other than income taxes imposed upon Provider), including taxes levied with respect to the Premises or the System that are or could be characterized as "use taxes", "ad valorem taxes" or "personal property taxes", whether assessed on a one-time or annual basis.

Section 14.02 Provider's Obligations. Subject to Section 14.01, Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its Ownership of the System.

Article XV. Miscellaneous.

Section 15.01 Liability.

(a) Limitation of Liability. Subject to any liability waiver and assumption agreement, neither Party nor any of its indemnified Parties shall be liable to the other Party or its indemnified Parties for any special, punitive, exemplary, indirect, or consequential damages, or losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with this Agreement, except as expressly set forth herein.

(b) Liability Waiver and Assumption Agreement. Not used.

Section 15.02 Confidentiality.

(a) Confidentiality Obligation. If either Party obtains the Confidential Information of the other Party as a result of negotiating or performing under this Agreement, then the receiving Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors, advisors, attorneys, consultants, Affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information), in each case whose access is reasonably necessary to the negotiation and performance of, and the exercise of rights under, this Agreement. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

(b) Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is requested by a Governmental Authority under Applicable Law; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality; or unless required to disclose by a court of competent jurisdiction or pursuant to the law.

(c) Goodwill and Publicity. Buyer shall not use the name, trade name, service mark, or trademark of Provider in any promotional or advertising material without the prior written consent of Provider, and shall coordinate and cooperate with Provider when making public announcements related to the execution and existence of this Agreement and the installation and operation of the System. Provider shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by Buyer that refer to, or that describe any aspect of, this Agreement or the System. At no time shall a Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party without an express written agreement with respect thereto.

(d) Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 15.02 and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Section 15.02. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 15.02, but shall be in addition to all other remedies available at law or in equity.

Section 15.03 Assignment. Except as provided in Section 15.04, neither Party may assign this Agreement without the written consent of the other Party, such consent not to be unreasonably withheld or delayed; provided, however, that Provider may transfer this Agreement without consent: (a) to an Affiliate; (b) to any Person or entity succeeding to all or substantial all of the assets of the transferor and whose creditworthiness is equal or higher than that of the transferor; or (c) as a collateral assignment in connection with any financing or other financial arrangements.

Section 15.04 Lender Accommodations. Buyer acknowledges that Provider may finance the development, installation, acquisition, operation and/or maintenance of the System with financing or other accommodations from one or more financial institutions (each, a "Lender") and that Provider's obligations to such Lender(s) may be secured by, *inter alia*, a pledge or collateral assignment of this Agreement and a first security interest in the System (collectively, the "Lender's Security Interest"). In order to facilitate such financing or other accommodations (or agent or trustee on behalf of such financial institutions), and with respect to any Lender, Buyer agrees as follows:

- (a) Consent to Lender's Security Interest. Buyer consents to Provider providing to Lender, the Lender's Security Interest. Buyer acknowledges and agrees that: (i) Buyer and all of Buyer's rights hereunder are and shall be in all respects subject and subordinate to the Lender's Security Interest and all renewals, modifications, supplement, amendments, consolidations, replacements, substitutions, additions and extensions thereof; and (ii) no amendments or modifications of this Agreement, are permitted without Lender's prior written consent.
- (b) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement, upon the occurrence of an event of default under Lender's financing documents:
 - (i) Lender, as holder of the Lender's Security Interest, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. Lender shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.
 - (ii) Lender shall have the right, but not the obligation, to pay all sums due from Provider under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires Lender to cure any Provider Default (unless Lender has succeeded to Provider's interests under this Agreement) or to perform any act, duty or obligation of Provider under this Agreement, but Buyer hereby gives it the option to do so.

- (iii) Upon the exercise of remedies under the Lender's Security Interest in the System, including any sale thereof by Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to Lender (or any Assignee of Lender) in lieu thereof, Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement, nor require Buyer's consent.
- (iv) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer shall enter into a new agreement with Lender or its Assignee having substantially the same terms and conditions as this Agreement.
- (c) Acknowledgement and Confirmation. Buyer shall deliver, or shall cause the owner or lessor of the Premises, if different from Buyer, to deliver, to Lender and Provider a fully executed Acknowledgement and Confirmation in the form of Exhibit D that the Ownership of the System remains in Provider and further acknowledging that the System is the personal property of Provider.
- (d) Right to Cure. Notwithstanding any contrary term of this Agreement:
 - (i) Buyer will not exercise any right to terminate or suspend this Agreement as a result of a Provider default unless (to the extent Buyer has been given prior written notice of the manner in which to give Lender notice hereunder), it shall have given Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the Provider default giving rise to such right, and Lender shall not have caused to be cured the provider Default giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default cannot be cured by Lender within such period and Lender commences and continuously pursues cure of such Provider default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional one hundred twenty (120) days. The Parties' respective obligations will otherwise remain in effect during any cure period.
 - (ii) If Lender or its Qualified Assignee (including any Buyer or transferee), pursuant to an exercise of remedies by Lender, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 15.04(d)(i), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.
- (e) Further Assurances. At the request of Lender and/or its Assignee, Buyer agrees to execute and deliver any document, instrument or statement required by law or otherwise as reasonably requested by Lender or its Assignee in order to create, perfect, continue or terminate the security interest in favor of Lender in all assets of Provider, and to secure the obligations evidenced by Lender's Security Interest.

Section 15.05 Notices. Unless otherwise provided herein, any notice provided for in this Agreement shall be sent to the address specified on the Cover Sheet by hand delivery, registered or certified U.S. mail, postage prepaid, commercial overnight delivery service, or transmitted by facsimile or e-mail. Notices shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile or e-mail (if sent during normal business hours or the next

Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

Section 15.06 Indemnification.

(a) Indemnification. Subject to any Liability Waiver and Assumption Agreement, each Party shall indemnify, reimburse and hold harmless the other Party and its directors, officers, members, shareholders, agents and employees (collectively the "Indemnified Parties") from and against all Losses in any way resulting from, relating to, or arising out of, directly or indirectly the acts or omissions in connection with this Agreement and which arise out of such Party's (or any subcontractor of such Party's) breach of the Agreement, gross negligence or willful misconduct ("Claims"). Provider's indemnity obligation does not apply to liability or damages proximately caused by the sole negligence of Buyer's officers, agents or employees. Buyer's indemnity obligation does not apply to liability or damages proximately caused by the sole negligence of Provider's officers, agents or employees. The foregoing obligations shall survive termination of this Agreement.

- (i) The duty of each Party ("Indemnifying Party") to indemnify the other Party ("Indemnified Party") shall arise at the time written notice of the Claim is first provided to the Indemnified Party regardless of whether the claimant has filed suit on the Claim.
- (ii) Paragraph deleted.
- (iii) Each Party shall be obligated to pay its reasonable defense costs and expenses, which includes litigation fees and expenses, including court filing fees, court costs, arbitration fees or costs, witness fees, and all other fees and costs of investigating and defending or asserting any claim under the Agreement, including in each case, reasonable attorneys' fees, other professionals' fees and disbursements.

(b) Buyer's Indemnification of the Required Rebate. Paragraph deleted.

(c) Buyer's Hazardous Substance Clean-up Obligation. To the extent permitted by Applicable Law, in the event that Hazardous Substances are discovered on the Premises or the groundwater thereunder, Buyer shall indemnify Provider and the Indemnified Parties for any and all Losses to the extent arising from or out of any claim for or arising out the discovery or release of Hazardous Substances on the Premises by Buyer (or to the extent Buyer may be otherwise responsible under other Applicable Law).

Section 15.07 Insurance.

(a) Each Party shall maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: (i) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, and (ii) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence. Additionally, Provider shall carry adequate property loss insurance on the System which may, at Provider's election, be covered by a rider to Buyer's property coverage with Provider being named as an additional insured party under such policy. The General Liability policy shall utilize form CG 20 10 (Additional Insured endorsement applicable to ongoing operations) and the current edition of form CG 20 37 or an equivalent form (Additional Insured endorsement applicable to completed operations). The added cost of which shall be paid for by Provider (either directly or by way of netting under Section 7.02). The amount and terms of insurance coverage will be determined at Provider's sole discretion.

(b) Each Party shall furnish current certificates evidencing that the insurance required under Section 15.07(a) is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear.

Section 15.08 Governing Law. This agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with governing law (as specified on the cover sheet), without reference to any conflicts of law principles.

Section 15.09 Venue. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts located in the Venue specified on the Cover Sheet for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement.

Section 15.10 Entire Agreement. This Agreement, together with the Exhibits and Schedules attached hereto, constitutes the entire agreement and understanding between Provider and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached hereto are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of any Exhibit or Schedule, the provisions of this Agreement shall prevail, and such Exhibit or Schedule shall be corrected accordingly.

Section 15.11 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Buyer.

Section 15.12 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

Section 15.13 Limited Effect of Waiver. The failure of Provider or Buyer to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

Section 15.14 Survival. The obligations under Sections 1.05 (Removal of the System), 5.03 (Exclusion of Warranties), 6.01(c) (Provider's Covenants; Liens), 6.02(d) (Buyer's Covenants; Liens), 7.04 (Disputes and Adjustment of Invoices), 15.01(a) (Limitation of Liability), 15.02 (Confidentiality), 15.05 (Notices), 15.06(c) (Buyer's Hazardous Substance Indemnity Clean-up Obligation), 15.08 (Governing Law) and 15.09 (Venue) and Article 14 (Taxes and Governmental Fees), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for a period of two (2) years.

Section 15.15 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

Section 15.16 Relationship of the Parties. The relationship between Provider and Buyer shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Buyer, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

Section 15.17 Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and Buyer and their respective permitted successors and assigns.

Section 15.18 Counterparts. This Agreement may be executed in one or more counterparts, including through facsimile signatures, each of which shall constitute an original and all of which constitute one and the same instrument.

Section 15.19 Early Termination Value Not Penalty. Provider acknowledges that Provider's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Provider's rights and obligations under this Agreement, the Early Termination Value constitutes fair and reasonable damages, and not a penalty, to be borne by Buyer in lieu of Provider's actual damages.

EXHIBIT A: DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the respective meanings specified in this Exhibit A.

“Acknowledgement and Confirmation Form” means that form attached hereto as Exhibit D.

“Additional Expenses” shall have the meaning specified on the Cover Sheet.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

“Agreement” has the meaning set forth on the Cover Sheet.

“Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, holding, governmental Approval, or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“Approvals” means, collectively, any approval, consent, franchise, permit, resolution, concession, license, or authorization issued by or on behalf of the Local Electric Utility and any Governmental Authority.

“Bankrupt” means with respect to any entity, such entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) has a liquidator, administrator, receiver, trustee conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (e) is generally unable to pay its debts as they fall due.

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

“Buyer” has the meaning set forth in the Cover Sheet.

“Change in Law” has the meaning set forth in Section 12.02(a).

“Claiming Party” has the meaning set forth in Section 13.01.

“Claims” has the meaning set forth in Section 15.06(a).

“Commercial Operation” means the condition existing when the System is (i) mechanically complete and operating, and (ii) energy is delivered through the System’s meter, to the Delivery Point and to the Project Site’s electrical system; provided, however, that Provider’s initial testing of the System shall not be deemed “Commercial Operation”.

“Commercial Operation Date” is the date upon which Commercial Operation has been achieved.

“Confidential Information” means the confidential or proprietary information of a Party to this Agreement, including such Party’s business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of its business.

“Construction Plans Submission Date” has the meaning specified in Section 1.01(a).

“Deemed Production Payment” means a payment by Buyer to Provider in lieu of the Solar Services Payment and the value of the RECs that Provider would have received but for a curtailment of the Solar Services for the reasons specified in Sections 7.03(a) through (c). The Deemed Production Payment will equal the *sum* of: (a) the *product* of (i) Forecasted Production for the applicable period, and (ii) the applicable KWh Rate; plus (b) any Additional

Expenses; and plus (c) the REC Value of RECs that are equivalent in amount and type to those that would have been produced by the System during the applicable period.

“Default Rate” means the rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus one percent (1%) per annum.

“Defaulting Party” has the meaning set forth in Section 9.01(a).

“Delivery Point” means the energy delivery point within the Project Site’s electrical system on Buyer’s side of the Project Site’s Local Electric Utility meter.

“Discounted Cash Flow” means, for any period of determination: (i) the *product* of (A) the Forecasted Production for each remaining year of the Term (or pro rata portion thereof) *multiplied by* (B) kWh Rate for Solar Services for the year in which such Forecasted Production would be delivered to the Point of Delivery; *plus* (ii) the REC Value of RECs that are equivalent in amount and type to those that would have been produced by the System, *less* (ii) reasonably anticipated annual expenses of Provider for such period of determination, *discounted by* (iii) three percent (3%) per annum.

“Early Termination Date” a date that is designated by a Party in accordance with Article IX on which this Agreement, and all of the Parties rights and obligations thereunder (except as set forth in Section 15.14), will be terminated.

“Early Termination Value” means an amount equal to the *difference* between (a) (i) if the Early Termination Date occurs after the Commercial Operation Date, the Early Termination Value for the year in which termination occurs as set forth on the Cover Sheet, and (ii) if the Early Termination Date occurs before the Commercial Operation Date, all expenses incurred by Provider subsequent to the execution of this Agreement, including expenses for time and materials and any fees and expenses to outside consultants, advisors and attorneys; and (b) all amounts paid by Buyer for Solar Services pursuant to any invoice issued by Provider during the year in which such termination occurs.

“Easement” means a utility-like easement granted by the Buyer for the benefit of Provider, and its third-party contractors, applicable to the Premises and recorded in the real property records for the County specified on the Cover Sheet.

“Effective Date” has the meaning set forth in the Cover Sheet.

“Environmental Attributes” means any and all non-energy attributes, current or future credits, benefits, emissions reductions, offsets, and allowances, and/or renewable energy credits or certificates or reporting rights (“RECs”), howsoever entitled, in each case attributed or allocable to electricity produced by the System. Environmental Attributes include, but are not limited to: (i) any avoided emissions of pollutants to the air, soil or water, such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (ii) any avoided emissions of carbon dioxide (CO2), methane (CH4) and other greenhouse gases (GHGs); (iii) the reporting rights associated with avoided emissions or renewability, including green tags; (v) related subsidies or “tipping fees” that may be paid to other parties to accept certain fuels, or local subsidies received by other parties for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; and/or (vi) emissions allowances, renewable energy credits or similar benefits or credits. For avoidance of doubt, Financial Incentives shall not be included in the definition of Environmental Attributes.

“EPC Contractor” shall have the meaning specified on the Cover Sheet.

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

“Extension Option” means Buyer’s option to extend the Term of this Agreement for an additional five (5) years as set forth in Section 8.02.

“Fair Market Value” means the price that would be negotiated in an arm’s-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to

complete the transaction. Fair Market Value of the System or of Solar Services shall be determined by the mutual agreement of Buyer and Provider; provided, however, if Buyer and Provider cannot mutually agree to a Fair Market Value within ten (10) calendar days before the need to determine Fair Market Value pursuant to the applicable provisions of this Agreement, then the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by Buyer; provided, however, the Fair Market Value of the System, whether determined by the mutual agreement of the Parties or by an independent appraiser, shall not be less than the *sum* of: [(a) the Discounted Cash Flow for the remainder of the Term; (b) the salvage value of the System at the end of the Term; and (c) Provider's closing costs.]

“Financial Incentives” means all available (including, without limitation, utility) financial incentives relating to the installation or ownership of the System (including, without limitation, governmental and private party renewable energy credits, grants, and rebates), and all federal, state and local tax benefits (including, without limitation, deductions, credits, grants and other allowances), and tax attributes relating to the System.

“Forecasted Production” means: (a) if the System physically provided Solar Services during each calendar day of the applicable period of the previous year, the cumulative amount of such Solar Services; or (b) if the System did not physically provide Solar Services during each calendar day of the applicable period of the previous year, the amount of kWhs that the System would have produced during such period, as reasonably calculated by Provider based on the historical capacity of the system and insolation of the Premises, as adjusted for seasonal factors.

“Force Majeure” means an event or circumstance that prevents one Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Effective Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided; provided, however that with respect to the System, Force Majeure means an event or circumstance that prevents all or any portion of the System from operating. Force Majeure shall not be based on: (a) the impossibility for one of the Parties to obtain any Approval necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement; or (b) where Buyer is the Claiming Party, any action taken by Buyer in its governmental capacity.

“Governing Law” has the meaning specified on the Cover Sheet.

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

“Hazardous Substances” shall mean any flammable explosive or radioactive material, petroleum or petroleum product, or any “toxic substance”, “pollutant”, “contaminant”, “hazardous material”, “hazardous substance”, “hazardous waste”, or words of similar import, as defined under any Applicable Law.

“Indemnified Parties” has the meaning set forth in Section 15.06(a).

“Installation Date” shall mean the date by which the Installation Work must commence, as specified on the Cover Sheet.

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof.

“Interconnection Agreement” means that certain agreement specified on the Cover Sheet between Buyer and Local Electric Utility, as amended, restated or revised.

“kWh Rate” has the meaning specified in the definition of “Solar Services Payment”.

“Lender” has the meaning set forth in Section 15.04.

“Lender Security Interest” has the meaning set forth in Section 15.04.

“Liability Waiver and Assumption Agreement” means the form attached hereto as Exhibit B.

“Liens” has the meaning set forth in Section 6.01(c).

“Local Electric Utility” has the meaning set forth on the Cover Sheet, or such other local electric distribution owner and operator providing electric distribution and interconnection services to Buyer at the Premises as of the Effective Date, or any Person succeeding to such role after the Effective Date.

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

“Maintenance Provider” means any third party, including, but not limited to, Provider’s representatives, agents, contractors, subcontractors and advisors, selected by Provider in its sole discretion, that performs System Operations on the System or removes the System from the Premises at the direction of Provider.

“Metering System” has the meaning set forth in Section 1.04(b)(i).

“Net Settlement Amount” means the net, aggregate or setoff, as appropriate, of any and all amounts owing between the Parties, as calculated by Provider, including, without limitation, the Early Termination Value, any unpaid amounts under Article VII, and any amounts owed to Buyer under any other agreement or arrangement between the Parties.

“Non-Defaulting Party” means the Party that is not the Defaulting Party.

“Non-default Rate” means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund the relevant amount.

“Notice to Proceed” has the meaning in Section 2.01(a).

“Option Price” means an amount equal to the *greater* of: (a) the Fair Market Value of the System, or (b) the Early Termination Value for the year in which the Purchase Option is exercised as specified on the Cover Sheet.

“Ownership” or “Own” refers to, with respect to Provider, ownership of the System either through a direct ownership interest or through a leasehold interest.

“Party” or “Parties” has the meaning set forth in the Cover Sheet.

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

“Premises” means the Project Site and all surrounding property to which Buyer holds title at the Address.

“Production” means, for any period of determination, the total kWh of Solar Services delivered to the Delivery Point during such period of determination, as recorded by the Metering System, including Production deemed to have occurred pursuant to Section 7.03.

“Project Documents” means: (a) the Liability Waiver and Assumption Agreement between the Parties and the EPC Contractor, in a form substantially similar to Exhibit B; (b) any Liability Waiver and Assumption Agreement between the Parties and a Provider Contractor, in a form substantially similar to Exhibit B; (c) those documents specified on the Cover Sheet as Project Documents; and (d) all other documents necessary or incidental thereto; all as permitted to be amended, modified or supplemented from time to time.

“Project Site” means the project site identified and described on the Cover Sheet.

“Provider” has the meaning set forth in the Cover Sheet.

“Provider Contractor” means any third party, including, but not limited to, Provider’s representatives, agents, contractors, subcontractors and advisors, selected by Provider in its sole discretion, that performs Work on the System or removes the System from the Premises at the direction of Provider.

“Prudent Electric Practices” means those practices, methods, standards, and equipment commonly used, from time to time, in electrical engineering and operations to operate electrical equipment with safety, dependability and efficiency and in accordance with the National Electrical Safety Code, the National Electrical Code and the standards of the Institute of Electrical and Electronic Engineers, the National Electrical Manufacturers Association, the North American Electric Reliability Council, and the American National Standards Institute and any other applicable statutes, codes, regulations and/or standards.

“Purchase Option” has the meaning set forth in Section 9.04(a).

“Rebate Assignment Agreement” means the form attached hereto as Exhibit C.

“REC Value” means: (a) where there is a liquid market for such RECs, the cost to Provider to purchase RECs (for the avoidance of doubt, Provider may use quotes from unaffiliated third-parties to prove the cost of such RECs and need not actually purchase equivalent RECs); (b) where the rate for such REC is fixed by Applicable Law, the Forecasted Production relating to such RECs *multiplied by* such rate; or (c) if neither of the above clauses (a) or (b) apply, then the value of the applicable RECs, as reasonably determined by Provider.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by Applicable Law indicating generation of a particular quantity of energy, or product associated with the generation of a specified quantity of energy from the System. A REC may include some or all additional Environmental Attributes associated with the generation of Solar Services, and those Environmental Attributes may, but need not be, verified or certified, or disaggregated, retained or sold separately. A REC is separate from the Solar Services produced, and are retained by the Provider pursuant to Section 3.01.

“Required Rebate” has the meaning set forth in the Cover Sheet.

“Solar Services” means the supply of on-site electrical energy output Produced by the System.

“Solar Services Payment” means the *sum* of: (a) the *product* of (i) the Production delivered to the Delivery Point in the preceding month, and (ii) the price per kWh for Solar Services for the year in which such Production was delivered to the Delivery Point as specified on the Cover Sheet (the “kWh Rate”); and plus (b) any Additional Expenses.

“System” means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described on the Cover Sheet and Exhibit E and interconnected with the Local Electric Utility, Owned by Provider and installed at the Premises as described in Exhibit E and Exhibit G.

“System Acceptance Testing” has the meaning set forth in Section 1.03.

“System Operations” means the operation and maintenance of the System, in accordance with Exhibit G and Exhibit H.

“Term” has the meaning set forth in Section 8.01.

“Venue” has the meaning specified on the Cover Sheet.

EXHIBIT B

Form of Liability Waiver and Assumption Agreement

Not Used.

EXHIBIT C

[Form of Rebate Assignment Agreement]

Not Used.

EXHIBIT D

Acknowledgment and Confirmation

This Acknowledgement and Confirmation, dated as of November 17, 2025 (this "Acknowledgement"), is made by Story County ("Buyer") under that certain Solar Power and Services Agreement dated November 17, 2025 (as amended from time to time, the "SPSA") with Red Lion Story County Solar II, LLC ("Provider"). This Acknowledgement is provided pursuant to Section 15.04 of the SPSA to Bank Iowa ("Lender"), which is providing financial accommodations to Provider.

The solar photovoltaic system (the "System") to be installed, operated and maintained by Provider pursuant to the SPSA is located at Buyer's facility at 2 locations on County-owned property in Nevada, IA (the "Premises").

1. Acknowledgement of Collateral Assignment.

- (a) Buyer acknowledges the collateral assignment by Provider to Lender, of Provider's right, title and interest in, to and under the SPSA, as consented to under Section 15.04 of the SPSA.
- (b) Lender as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Provider's interests in the SPSA, including those rights provided to Lender in Section 15.04 of the SPSA.
- (c) Buyer acknowledges that it has been advised that Provider has granted a first priority security interest in the System to Lender and that Lender has relied upon the characterization of the System as personal property, as agreed in the SPSA in accepting such security interest as collateral for its financial accommodations to Provider.
- (d) If Lender exercises its rights under Section 15.04, Buyer agrees to make all payments due Provider under the SPSA to Lender at the following address:

Bank Iowa
420 8th Street SE
Altoona, IA 50009
Attn: Rick Kroeger
Reference: Red Lion Story County Solar II, LLC

2. Confirmation. Buyer confirms the following matters for the benefit of Lender:

- (a) To Buyer's knowledge, there exists no event or condition that constitutes a default, or that would, with the giving of notice or lapse of time, constitute an event of default, under the SPSA.
- (b) Buyer has approved the System as installed at the Premises.
- (c) Buyer is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises which could attach to the System as an interest adverse to Lender's security interest therein.

BUYER
Story County
By: _____
Name: _____

PROVIDER
Red Lion Story County Solar II, LLC
By: 
Name: Terry Dvorak

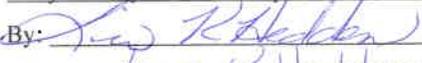
Story County Board of Supervisors
By: 
Name: Lisa R Heddens

EXHIBIT E

PROJECT SPECIFICATIONS

This project has multiple arrays located on property owned by Story County, Iowa. Individual site descriptions and layouts are depicted in this Exhibit.

Sites Locations:

Administration Building
900 6th Street
Nevada, IA 50201

Justice Center
1315 S B Avenue
Nevada, IA 50201

Site Descriptions and Layouts:

All solar arrays and battery storage systems are tied into the existing facility electrical systems on the facility side of the meter and to internet access at each facility. Individual revenue grade meters are included at each location.

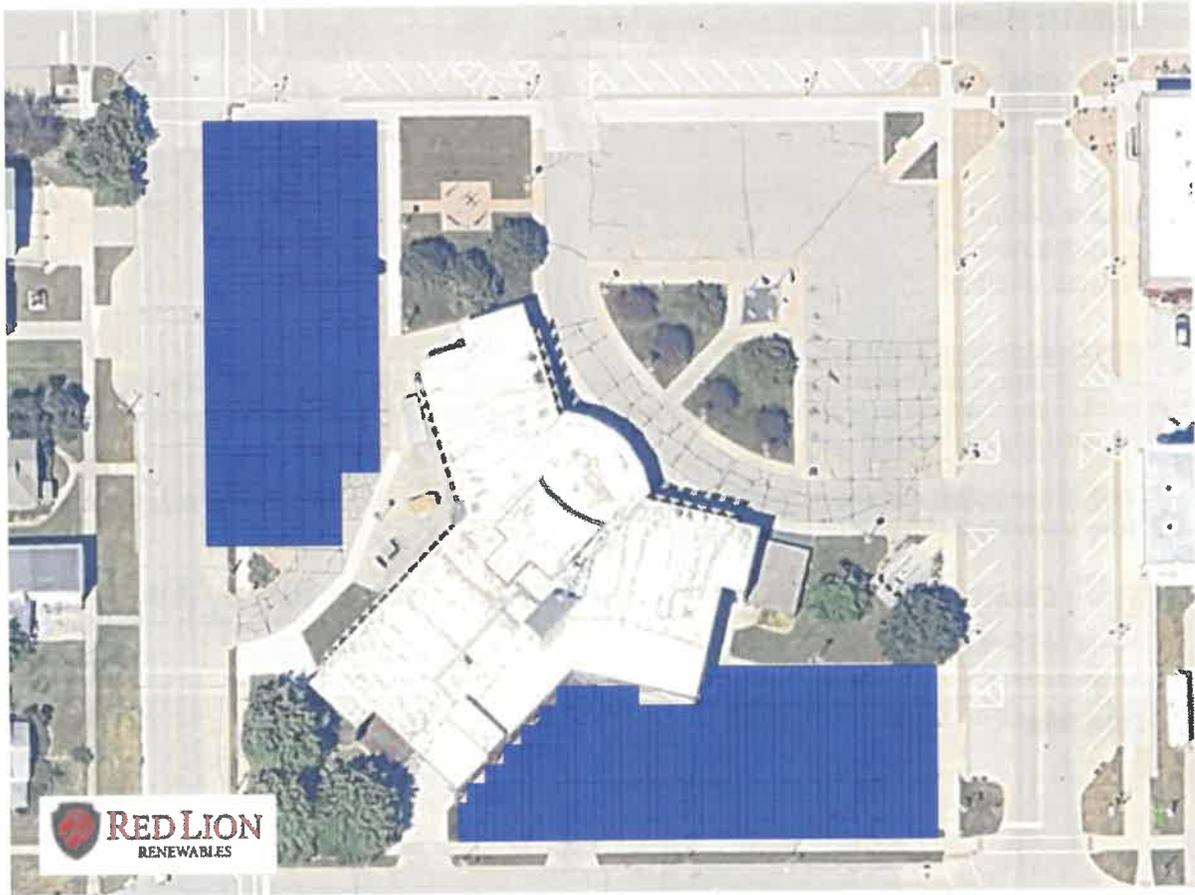
Module nameplate wattage may vary depending on equipment availability at time of order. Individual site array sizes are as follows:

Story County	Solar Array Size (kW-DC)	Battery (kW/kWh)
Administrative Building	456	50/206
Justice Center	624	100/206
Total Solar	1,080 kW-dc	150kW/412kWh

Solar Layout Summary

Administration Building

- The Administration Building usage can be offset with solar canopies as shown below.
- A battery storage system would be integrated to manage demand costs.



Story County

Admin Building

Solar

Solar Array Size (kW-DC)	456
Solar Annual Production (kWh)	566,725
Current Annual Usage (kWh)	568,750
Electrical Usage Offset	99.6%

Battery Storage

Battery inverter size (kW)	50
Battery storage (kWh)	206



Justice Center

- The Justice Center usage can be offset with a ground array as shown below. A ballasted system would be utilized to avoid the geothermal system. Final layout may vary to meet site conditions.
- A 6' tall chain link fence is included around the perimeter of the array field (by Buyer).
- A battery storage system would be integrated to manage demand costs.



Story County

Justice Center

Solar

Solar Array Size (kW-DC)	624
Solar Annual Production (kWh)	851,228
Current Annual Usage (kWh)	1,394,400
Electrical Usage Offset	61.0%

Battery Storage

Battery inverter size (kW)	100
Battery storage (kWh)	206



EXHIBIT F

Power Purchase Agreement (PPA) Term Sheet

Project: Story County
 Location: Nevada, IA
 Option: Solar Portfolio
 Solar array size (DC): 1,080 kW-dc
 Anticipated year 1 energy 1,417,952 kWh
 Initial Rate: \$ 0.0500 cents/kWh Year 1+ 2.5%/yr after (blended, see below)
 PPA Term: 20 years
 Battery storage (kW/kWh) 50kW/206kWh at Administration Bldg, 100kW/206kWh at Justic Center
 Battery capacity charge: \$ 1,000 monthly rate for Administration Building battery
 \$ 2,000 monthly rate for Justice Center battery
 Annual escalator: 2.50% escalator for all years on PPA rate and capacity all sites.

Rate & Buyout Schedule

Year	Electricity Rate	Est. Buyout Price	Year	Electricity Rate	Est. Buyout Price
1	\$0.0500	--	11	\$0.0640	\$ 1,053,493
2	\$0.0513	--	12	\$0.0656	\$ 911,017
3	\$0.0525	--	13	\$0.0672	\$ 774,600
4	\$0.0538	--	14	\$0.0689	\$ 643,918
5	\$0.0552	--	15	\$0.0706	\$ 518,662
6	\$0.0566	\$ 1,869,310	16	\$0.0724	\$ 398,540
7	\$0.0580	\$ 1,691,066	17	\$0.0742	\$ 283,271
8	\$0.0594	\$ 1,520,769	18	\$0.0761	\$ 283,271
9	\$0.0609	\$ 1,358,002	19	\$0.0780	\$ 283,271
10	\$0.0624	\$ 1,202,369	20	\$0.0799	\$ 283,271
			21	TBD	\$ -

*PPA contracting through Red Lion Renewables, LLC or its affiliates.

Early termination is subject to additional costs if removal is required.

**Purchase price subject to fair market value assessment per IRS.

Subject to investor and credit approval.

SRECs owned by Red Lion Renewables, LLC or its affiliates.

EXHIBIT G

PROJECT-SPECIFIC CONTRACT TERMS AND MODIFICATIONS

The following modifications to the contract terms and conditions are:

1. Buyer shall maintain budget appropriations and approvals to perform its obligations under this Agreement including payments for energy throughout the term of the contract.
2. Payments will be made within 45 days of invoice to account for approval of the county board of supervisors during regularly scheduled board meetings.
3. Buyer agrees to prevent building of shade producing structures or landscaping that would provide more shade than is currently received on the solar arrays at time of contracting. Should Buyer wish to add shade producing obstructions, Buyer shall either purchase the system at fair market value or pay for the relocation of the solar array on premises, or compensate for the difference in solar production at a mutually agreeable value.
4. Provider allowed to place signage on arrays for information and marketing purposes. Signage to be approved by Buyer prior to being placed on site.
5. Buyer to maintain vegetation under/around solar arrays to prevent shading of the solar modules.
6. Solar array at Administration Building is contingent upon approval of a USDA grant.

EXHIBIT H
PROJECT SCHEDULE

Construction activities and completion scheduled as follows:

Justice Center solar – December 31, 2025

Justice Center battery storage – June 30, 2026

Administration battery storage – June 30, 2026

Administration solar – December 31, 2026 (contingent upon USDA grant approval).

EXHIBIT I

OPERATIONS AND MAINTENANCE DUTIES

Annual Planned Maintenance Schedule – Solar and Battery Facilities

Operations and maintenance duties performed by Red Lion Renewables and/or its contractors.

Instrument #: 2025-10185
12/02/2025 11:47:56 AM Total Pages: 5
EASE EASEMENTS
Recording Fee: \$ 0.00
Stacie Herridge, Recorder, Story County Iowa



Return to:
Auditor's Office
Shelly B.

SOLAR POWER GENERATION EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information:

Natalie M. Williams
111 E Grand Ave., Suite 301
Des Moines, Iowa 50309
Phone: (515) 242-8900

Taxpayer Information:

N/A

Return Document To:

Terry Dvorak
2719 Georgetown Avenue
Norwalk, Iowa 50211
Phone: (515) 991-4594

Grantor: Story County, Nevada, Iowa, an Iowa county

Grantee: Red Lion Story County Solar II, LLC, an Iowa limited liability company

Legal Description: See Exhibit A of this Easement.

SOLAR POWER GENERATION EASEMENT AGREEMENT

THIS SOLAR POWER GENERATION EASEMENT AGREEMENT (this “**Easement**”) is made and entered into this 17th day of November, 2025, by and between STORY COUNTY, an Iowa government entity (“**Grantor**”), and RED LION STORY COUNTY SOLAR II, LLC, an Iowa limited liability company (“**Grantee**”). Grantor and Grantee are sometimes referred to as the “**Parties**.”

RECITALS:

WHEREAS, Grantor owns the real estate located in Nevada, Iowa, legally described in the attached Exhibit A (the “**Grantor Property**”); and

Grantor and Grantee did enter into a Solar Power and Services Agreement dated November 17, 2025 (the “**Agreement**”), which affects Grantor Property. Capitalized terms used and not defined in this Easement have the meaning given to the terms in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS:

1. Grant of Easement. Grantor hereby grants to Grantee, along with its employees, agents, contractors, subcontractors, invitees, advisors, the EPC Contractor and any Maintenance Providers, an easement over, across, and upon Grantor’s Property, which shall include the right (a) to use and develop Grantor’s Property to generate solar electricity and deliver Solar Services to Grantor in accordance with the terms of the Agreement, (b) to use and access Grantor Property to perform the Installation Work, ongoing maintenance work, and observe system operations during the Term, and to confirm compliance with the terms of the Agreement, (c) of ingress and egress as reasonably necessary to access and maintain the System, and (d) to access electrical panels and conduits to interconnect the System with, or disconnect the System from, electrical wiring existing on Grantor Property to the extent required by the Agreement.
2. Term. The Agreement has an initial term of twenty (20) years which may be extended by five (5) years if the terms and conditions of the Agreement are met. This Easement shall terminate upon the termination of the Agreement.
3. Easement Runs with Land. This Easement shall run with the land and shall be binding on Grantor and its successors and assigns and shall inure to the benefit of Grantee and its successors and assigns.
4. Amendment and Modification or Termination. This Easement may only be amended by written agreement signed by the Parties.
5. Counterparts. This Easement may be executed in counterparts, in which case all such counterparts taken together shall constitute one and the same instrument which is binding upon the Parties, notwithstanding that all of the Parties are not signatories to the original or the same counterpart.
6. Covenants. Grantor hereby represents to Grantee that Grantor holds the Grantor Property by title in fee simple and that Grantor has good and lawful authority to convey the Grantor Property. Grantor covenants to defend the title to Grantor Property against the claims of all persons.

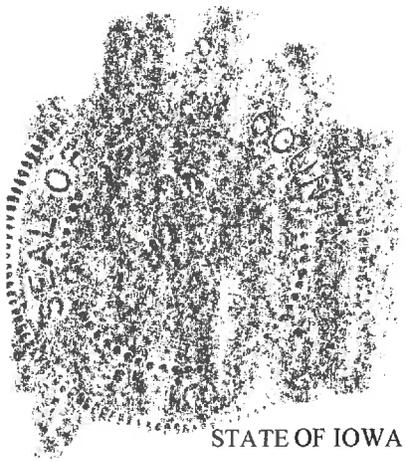
[signature pages follow]

[SIGNATURE PAGE FOR EASEMENT]

GRANTOR:

STORY COUNTY, an Iowa county government

Signature: *Lisa K Heddens*
Name: *Lisa K Heddens*
Title: *Chair*
Date: *12-2-25*



STATE OF IOWA)
) SS
COUNTY OF *Story*)

The foregoing instrument was acknowledged before me this *2nd* day of *December*, 2025, by *Lisa K. Heddens* who is the *Board of Supervisors Chair* of Story County, Nevada, Iowa, an Iowa government entity.

Michelle Bellile
Notary Public



EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

1. Administration Building, 900 6th Street, Nevada, IA 50201

OT All Block 17 (Courthouse).

More specifically the south and west parking lots of the Administration building and utility area next to the existing electrical transformer on the west side of the building.

2. Justice Center, 1315 S B Avenue, Nevada, IA 50201

Nevada Business Park Lots 1 and 2 (Justice Center)

More specifically the grassy field north of the Justice Center building and utility area next to the existing electrical transformer on the north side of the building.

Heartland Business Systems, LLC
 PO Box 856846
 Minneapolis, MN 55485-6846
 (920) 788-7720



Date	Invoice
11/21/2025	843434-H
Account Number	
3827300	

Bill To:
 Story County, Iowa
 Attn: Accounts Payable
 900 6th St
 Nevada, IA 50201
 United States

Ship To
 Story County, Iowa
 Attn: Joel Ahrens
 900 6th St
 Nevada, IA 50201
 United States

Terms	Due Date	PO Number	Reference
Net 30 days	12/21/2025	318676	

Other Charges	Quantity	Price	Amount
Agreement Microsoft CSP - Annual - Story County, Iowa			
CSP-D-CFQ7TTC0LFLS:0013: Microsoft Entra ID P1 (Governmental Community Cloud Pricing) Billing Cycle 21 Oct, 2025 - 20 Oct, 2026 Serial Number(s): W-31454-J5J3G	321.00	59.76	19,182.96
CSP-D-CFQ7TTC0LFLK5:001K: Microsoft Entra ID P2 for government Billing Cycle 21 Oct, 2025 - 20 Oct, 2026 Serial Number(s): W-31454-J5J3G	1.00	89.64	89.64
CSP-D-CFQ7TTC0LH0R:000H: Microsoft Teams Phone Resource Account (Governmental Community Cloud Pricing) Billing Cycle 21 Oct, 2025 - 20 Oct, 2026 Serial Number(s): W-31454-J5J3G	50.00	0.00	0.00
CSP-D-CFQ7TTC0QW7C:000K: Microsoft Teams Rooms Pro (Governmental Community Cloud Pricing) Billing Cycle 21 Oct, 2025 - 20 Oct, 2026 Serial Number(s): W-31454-J5J3G	3.00	480.00	1,440.00
CSP-D-CFQ7TTC0LH0V:000P: Microsoft Teams Shared Devices (Governmental Community Cloud Pricing) Billing Cycle 21 Oct, 2025 - 20 Oct, 2026 Serial Number(s): W-31454-J5J3G	5.00	96.00	480.00
CSP-D-CFQ7TTC0LHSW:0008: Office 365 Data Loss Prevention (Governmental Community Cloud Pricing) Billing Cycle 21 Oct, 2025 - 20 Oct, 2026 Serial Number(s): W-31454-J5J3G	321.00	29.88	9,591.48
CSP-D-CFQ7TTC0J1Z9:0007: Office 365 G1 (Governmental Community Cloud Pricing) Billing Cycle 21 Oct, 2025 - 20 Oct, 2026 Serial Number(s): W-31454-J5J3G	153.00	99.60	15,238.80
CSP-D-CFQ7TTC0J1Z4:0003: Office 365 G3 (Governmental Community Cloud Pricing) Billing Cycle 21 Oct, 2025 - 20 Oct, 2026 Serial Number(s): W-31454-J5J3G	168.00	229.08	38,485.44
CSP-D-CFQ7TTC0HD32:0018: Visio Plan 2 (Governmental Community Cloud Pricing) Billing Cycle 21 Oct, 2025 - 20 Oct, 2026 Serial Number(s): W-31454-J5J3G	1.00	180.00	180.00

APPROVED **DENIED**
 Board Member Initials: AKH
 Meeting Date: 12-2-25
 Follow-up action: _____

CSP-D-CFQ7TTC0LH0V:000P: Microsoft Teams Shared Devices (Governmental Community Cloud Pricing) Licenses added (11 Month\ 30 Day\ @ \$8.00 monthly) 22-Oct-2025 5.00 qty Serial Number(s): W-31531-Y3L4K	5.00	95.74	478.70
CSP-D-CFQ7TTC0J1Z9:0007: Office 365 G1 (Governmental Community Cloud Pricing) Licenses added (11 Month\ 30 Day\ @ \$10.00 monthly) 22-Oct-2025 7.00 qty Serial Number(s): W-31531-Y3L4K	7.00	99.33	695.34
CSP-D-CFQ7TTC0HDB1:000L: Project Plan 1 (Governmental Community Cloud Pricing) Licenses removed (-1 Month\ 30 Day\ @ \$10.00 monthly) 21-Oct-2025 -2.00 qty Serial Number(s): W-31531-Y3L4K	-2.00	0.32	(0.64)
CSP-D-CFQ7TTC0LH0V:000P: Microsoft Teams Shared Devices (Governmental Community Cloud Pricing) Licenses added (11 Month\ 18 Day\ @ \$8.00 monthly) 03-Nov-2025 20.00 qty Serial Number(s): W-32505-K2D4H	20.00	92.65	1,853.00
CSP-D-CFQ7TTC0J1Z9:0007: Office 365 G1 (Governmental Community Cloud Pricing) Licenses added (11 Month\ 14 Day\ @ \$10.00 monthly) 07-Nov-2025 2.00 qty Serial Number(s): W-32505-K2D4H	2.00	95.05	190.10
Total Other Charges:			87,904.82
<p>Online Payment: https://www.e-billexpress.com/ebpp/HBS/</p> <p>ACH Instructions: Account Title: Heartland Business Systems, LLC Bank: Wells Fargo Bank, N.A. 1900 South Webster Ave, Green Bay, WI 54301 Account #: 4128255502 Bank Routing/ABA #: 121000248 Remittance Email: Remiteft@hbs.net</p> <p>Make checks payable to: Heartland Business Systems, LLC. PO Box 856846 Minneapolis, MN 55485-6846</p> <p>This purchase is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at http://www.hbs.net/standard-terms-and-conditions, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2022.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over the version on the website.</p>	Invoice Subtotal:	87,904.82	
	Sales Tax:	0.00	
	Invoice Total:	87,904.82	

Thank you for your business!

DELETED COPY



IP Pathways
 3600 109th St.
 Urbandale, IA 50322
 (515) 422-9300

APPROVED

DENIED

Board Member Initials: JKH

Meeting Date: 12-2-25

Follow-up action: _____

Bill To:
Story County Attn: IT Web 900 6th Street Nevada, IA 50201 United States

Date	Invoice
10/01/2025	58428
Account	
Story County	

Terms	Due Date	PO Number	Reference
Net 30 days	10/31/2025		Order #9320 - Quote: 22510

Products	Quantity	Price	Amount
Billable Products			
CON-SSSNT-ASA5508K: Cisco SMARTnet Solution Support - Extended service agreement - replacement - 8x5 - response time: NBD - for P/N:ASA5508-K9	2.00	\$687.27	\$1,374.54
CON-SNT-WSC2964L: Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: WS-C2960+24PC-L	1.00	\$275.49	\$275.49
CON-SNT-WSC2969S: Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: WS-C2960L-16PS-LL	2.00	\$153.99	\$307.98
CON-SSSNT-WSC2969S: Cisco SMARTnet Solution Support - Extended service agreement - replacement - 8x5 - response time: NBD - for P/N:WS-C2960L-16PS-LL	1.00	\$192.22	\$192.22
C9200L-DNA-E-48-1R: Cisco Digital Network Architecture Advantage - Term License renewal (1 year) - 1 switch (48 ports) - renewals only - for P/N:C9200L-DNA-E-48=	7.00	\$468.87	\$3,282.09
CON-ECMU-ACPL50: Cisco SMARTnet Software Support Service - Technical support - phone consulting - 1 year - 24x7 - for P/N: AC-PLS-P-50-S	1.00	\$135.00	\$135.00
CON-ECMU-LACPLSPG: Cisco SMARTnet Software Support Service - Technical support - phone consulting - 1 year - 24x7 - for P/N: L-AC-PLS-P-G	1.00	\$0.00	\$0.00
CON-SNT-C920048P: Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9200-48P-A	4.00	\$623.00	\$2,492.00
CON-SNT-C920L48E: Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9200L-48T-4G-E	2.00	\$287.00	\$574.00
CON-SNTP-C920048P: Cisco SMARTnet - Extended service agreement - replacement - 24x7 - response time: 4 h - for P/N: C9200-48P-A	2.00	\$997.00	\$1,994.00
CON-SNT-WSC2245L: Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: WS-C2960X-24PS-L	1.00	\$267.00	\$267.00
CON-SNT-WSC248SL: Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: WS-C2960X-48LPS-L	3.00	\$486.40	\$1,459.20
CON-SNT-WSC296XL: Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: WS-C2960X-48FPD-L	5.00	\$695.36	\$3,476.80
CON-SSSNT-C9200L4X: Cisco SMARTnet Solution Support - Extended service agreement - replacement - 8x5 - response time: NBD - for P/N:C9200L-48P-4X-E	6.00	\$697.00	\$4,182.00
CON-SSTCM-C92LE48: Cisco SMARTnet Solution Support - Software - Cisco	4.00	\$75.00	\$300.00

DNA Essentials - 1 year for P/N: C9200L-DNA-E-48

03/19/13 12:10

Total Products: \$20,312.32

Please remit payment to:
IP Pathways
3600 109th St.
Urbandale, IA 50322

Pay by ACH:
VisionBank
925 SE Gateway Dr.
Grimes, IA 50111

Routing: 073905187
Account: 31023770
Account Name: IP Pathways LLC

Invoice Subtotal: \$20,312.32

Sales Tax: \$0.00

Invoice Total: \$20,312.32

Payments: \$0.00

Credits: \$0.00

Balance Due: \$20,312.32

MINUTES TO PROVIDE FOR
PLACEMENT OF BONDS

437782-13

Nevada, Iowa

December 2, 2025

The Board of Supervisors of Story County, Iowa, met on December 2, 2025, at 10:00 o'clock a.m., at the Administration Building, 900 Sixth Street, Nevada, Iowa.

The meeting was called to order by the Chairperson, and the roll being called, the following named Supervisors were present and absent:

Present: Lisa Heddens, Linda Murken, Latifah Faisal

Absent: None.

After due consideration and discussion, Supervisor Murken introduced the resolution hereinafter next set out and moved that the resolution be adopted, seconded by Supervisor Faisal. After due consideration, the Chairperson put the question on the motion and the roll being called, the following named Supervisors voted:

Ayes: Murken, Faisal, Heddens

Nays: None.

Whereupon, the Chairperson declared the resolution duly adopted, as hereinafter set out.

RESOLUTION NO. 26-18

Resolution awarding General Obligation Conservation Bonds, Series 2025

WHEREAS, the Board of Supervisors (the “Board”) of Story County, Iowa (the “County”), heretofore proposed to authorize the County to enter into one or more general obligation loan agreements (the “Loan Agreements”), pursuant to the provisions of Sections 331.402 and 331.442 of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$25,000,000 for the purpose of paying the costs, to that extent, of (i) improving and protecting the water quality of rivers, lakes, and streams and reducing flooding; (ii) acquiring and developing land for public parks and wildlife areas; and (iii) constructing and improving trails and conservation facilities ((i) – (iii) collectively, the “Projects”), and pursuant to law and duly published notice, the County has held a successful election on said proposal on November 5, 2024; and

WHEREAS, the Board now proposes to use a portion of its borrowing authority under the Loan Agreements to enter into an initial loan agreement (the “2025 Loan Agreement”) and to issue General Obligation Conservation Bonds, Series 2025 (the “Bonds”) for the purpose of funding a portion of the costs of the Projects; and

WHEREAS, the Board of Supervisors has authorized a certain term sheet for use in negotiating the Loan Agreement and providing for the private placement of the Bonds, to be issued in evidence of the obligation of the County under the Loan Agreement; and

WHEREAS, proposals for the placement of the Bonds to be issued in evidence of the County’s obligation under the Loan Agreement have been received and reviewed; and

WHEREAS, upon due consideration and advice from Piper Sandler & Co., as Placement Agent (“Placement Agent”), the proposal of Luana Savings Bank, Luana, Iowa (the “Lender”), is considered favorable and its acceptance to be in the best interests of the County;

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Story County, Iowa, as follows:

Section 1. The proposal from the Lender is hereby accepted. The County shall enter into the Loan Agreement with the Lender and issue the Bonds thereunder. The Loan Agreement and the Bonds shall be conformed to the terms set forth in Lender’s proposal and that certain Term Sheet which was used by the Placement Agent in the solicitation of private placement proposals. The Chairperson and County Auditor are authorized to execute and deliver any written acceptance of the Lender’s proposal.

Section 2. Further action for the final approval of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the Board of Supervisors meeting scheduled for December 9, 2025.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

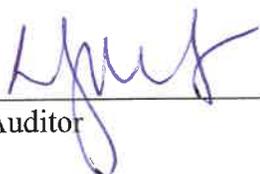
Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved December 2, 2025.



Chairperson, Board of Supervisors

Attest:



County Auditor

ATTESTATION CERTIFICATE

STATE OF IOWA

SS:

STORY COUNTY

I, the undersigned, County Auditor of Story County, do hereby certify that as such County Auditor I have in my possession or have access to the complete records of the County and of its Board of Supervisors and officers and that I have carefully compared the transcript hereto attached with the aforesaid records and that the transcript hereto attached is a true, correct and complete copy of all the records in relation to the private placement of General Obligation Conservation Bonds, Series 2025 to be issued in evidence of the County's obligation under the Loan Agreement described therein. I further certify that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this _____ day of _____, 2025.

County Auditor

November 25, 2025

Via Email

Lucy Martin
Story County Auditor
Story County Courthouse
Nevada, IA

Re: \$4,000,000 General Obligation Conservation Bonds, Series 2025
Our File No. 437782-13

Dear Lucy:

We have prepared and attach the necessary proceedings to be used at the December 2, 2025, Board of Supervisors meeting to receive recommendations from Piper Sandler & Co. and to adopt the resolution (the "Resolution") providing for the private placement of the General Obligation Conservation Bonds, Series 2025 (the "Bonds").

The proceedings attached include the following items:

1. Minutes of the meeting, followed by the resolution authorizing the placement of the Bonds.
2. Attestation Certificate with respect to the validity of the transcript.

On December 2nd, the Board of Supervisors should meet as scheduled to award the private placement of the Bonds based upon Piper Sandler & Co.'s recommendations and complete the attached resolution with the name of the lender.

As these proceedings are completed, please return one fully executed copy to our office via email to lemke.susan@dorsey.com.

If you have any questions, please contact Erin Regan, or me.

Best regards,

John P. Danos

Attachments

cc: Travis Squires

Summary of Bids Received

Story County, Iowa

\$4,000,000 General Obligation Conservation Bonds, Series 2025

(Later Re-Sized to _____)

Sale Date: Monday, December 01, 2025 at 2:00 PM CST

Bank Qualified



WINNING PROPOSAL

Terms of Offering

Financial Institution:

Location:

Final Par Amount:

Interest Cost (\$):

Net Proceeds:

Interest Rate:

All-In-TIC:

Call Date:

Additional Proposal Provisions & Notes

OTHER PROPOSALS RECEIVED

Standard Proposals										
Financial Institution	Location	Net Proceeds	Interest Cost	Avg Interest Rate	All-In TIC	Call date	Final maturity	Term	Amount	
Luana Savings Bank ¹	Luana, IA	3,933,750	736,383	3.60%	3.97%	Anytime	6/1/2035	Full	\$4,000,000	
Flagstar Public Funding ³	Hicksville, NY	3,933,750	807,446	3.95%	4.33%	6/1/30	6/1/2035	Full	\$4,000,000	
Zions Bank ⁴	Denver, CO	3,933,750	840,153	4.11%	4.49%	Anytime	6/1/2035	Full	\$4,000,000	
CapitalOne ⁵	Litchfield, CT	3,933,750	856,506	4.19%	4.57%	6/1/30	6/1/2035	Full	\$4,000,000	
JP Morgan Chase - Option A ⁶	Chicago, IL	3,926,250	864,683	4.23%	4.65%	6/1/27	6/1/2035	Full	\$4,000,000	
Non-Standard Proposals										
Financial Institution	Location	Net Proceeds	Interest Cost	Avg Interest Rate	All-In TIC	Call date	Final maturity	Term	Amount	
JP Morgan Chase - Option B ⁶	Chicago, IL	3,926,250	725,679	3.55%	3.97%	Non-Call	6/1/2035	Full	\$4,000,000	
Webster Bank ²	Columbus, OH	3,933,750	749,187	3.67%	4.04%	6/1/31	6/1/2035	Full	\$4,000,000	Close 26
First National Bank ⁷	Ames, IA	3,933,250	725,679	4.00%	4.38%	Non-Call	6/1/2035	Full	\$4,000,000	

¹ No additional costs for purchaser's counsel, callable anytime

² No additional costs for purchaser's counsel, callable in whole but not in part with a 30 day notice, offer expiration on 12/5, subject to formal credit approval

³ No additional costs for purchaser's counsel, callable starting anytime for a premium or at par after 6/1/2030, requires annual budgets within 30 days of adoption and audited financial statements within 210 days of fiscal year end for review, interest rate locked until 12/8/25

⁴ No additional costs for purchaser's counsel, callable with a 30 day notice, subject to formal credit approval

⁵ No additional costs for purchaser's counsel, callable with a 30 day notice, subject to formal credit approval

⁶ \$7,500 of additional costs for purchaser's counsel, call feature determined by option selected, interest rate locked until 2pm CST on 12/2/25, default rate is the current rate plus 4%

⁷ No additional costs for purchaser's counsel, Non-callable, purchaser requires cusips (has local financial institution in bid)