

POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("Agreement"), dated _____, 2018, is between the **Indiana Municipal Power Agency** ("IMPA"), a body corporate and politic and political subdivision of the State of Indiana, operating as a joint agency created pursuant to Indiana Code § 8-1-2.2, and **Tipton Community School Corporation** ("Seller") (each individually a "Party" and, together, the "Parties").

WITNESSETH

WHEREAS, Seller, operating a business with solar self-generation, desires to connect to Tipton Municipal Utilities' ("Utility") three phase primary service to operate in parallel with the Utility and supply all its generator output to IMPA;

WHEREAS, the Utility purchases its full power supply requirements from IMPA pursuant to the Power Sales Contract between IMPA and the City of Tipton, Indiana, dated April 1, 1982, as revised from time to time; and

WHEREAS, The Parties desire to establish terms and conditions upon which the purchase of Seller's electric energy will be made by IMPA;

Now, therefore, in consideration of the mutual promises herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree:

ARTICLE 1

DEFINITIONS

1.1 Agreement means this Power Purchase Agreement and any exhibits hereto.

1.2 Buyer Indemnified Parties has the meaning provided in Section 6.2.1 of this Agreement.

1.3 Claims has the meaning provided in Section 6.2.1 of this Agreement.

1.4 Delivery Point(s) means the point(s) of common coupling established between Seller and Utility where electric energy is to be delivered by or on behalf of Seller. The delivery point shall be clearly marked on an electrical 1-line diagram provided by and maintained by the Seller and included as Exhibit A to this Agreement.

1.5 Execution Date means the date first written above on which the Agreement is executed by both Parties first written above.

1.6 Force Majeure means an event or circumstance which prevents one Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Execution Date, which is not within the reasonable control of, or the result of the negligence of,

the Party claiming Force Majeure, and which, by the exercise of due diligence, the Party claiming Force Majeure is unable to overcome or avoid or cause to be avoided.

1.7 Good Utility Practice means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices in the relevant industry, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

1.8 Price has the meaning provided in Section 2.2 of this Agreement.

1.9 Quantity means the amount of electric energy in kilowatt-hours (kWh), sold by Seller and purchased by IMPA hereunder. Seller's generation facilities are rated at 480 kW AC. In no event shall the Quantity delivered or the voltage and current at which Seller delivers the electric energy to IMPA, exceed the rating of Utility's transformer, or primary or secondary voltage conductors, used to serve Seller's premises.

ARTICLE 2

SALE AND PURCHASE OF ELECTRIC ENERGY

2.1 Sale and Purchase of Electric Energy – The sale and purchase of electric energy under this Agreement shall be made on a "when and as available" basis. IMPA shall purchase and pay Seller the Price for all energy generated by Seller and delivered to the Delivery Point on an hourly basis.

2.2 Price – Price means the hourly Real-Time Locational Marginal Price ("LMP") of the Utility's Midcontinent Independent System Operator's Commercial Pricing Node (Currently "CIN.PSI.IMPA", but is subject to change).

2.4 Costs, Charges and Expenses – Seller shall be responsible for any and all costs, charges and expenses imposed on, or associated with, the Quantity up to and at the Delivery Point. IMPA or Utility shall be responsible for any and all costs, charges, and expenses imposed on, or associated with, the Quantity from the Delivery Point.

ARTICLE 3

BILLING AND PAYMENT; RECORDS

3.1 Billing Period – The Billing Period for the Quantity delivered by Seller and received by IMPA at the Delivery Point shall be one (1) calendar month. IMPA shall prepare an accounting of the Quantity during each Billing Period and shall transmit it to Seller within 15 business days after the close of each Billing Period.

3.2 Payment – IMPA shall pay Seller the Price for the Quantity delivered to the Delivery Point within each Billing Period within thirty (30) days after transmittal of the accounting referenced

in Section 3.1 to Seller. IMPA may make payment by either electronic transfer or other means as agreed to between Seller and IMPA. If the due date is a Saturday, Sunday or federal holiday, IMPA's payment shall be due on the next business day. Seller shall not net payments hereunder with any amount owed the Utility for electric consumption on Seller's premises. During any Billing Period in which the payment due for the Quantity delivered to Seller is less than \$5.00, then no payment shall be made and no credit shall be given to Seller for the Quantity delivered during that Billing Period. No payment will be made for any Quantity delivered by Seller to the Delivery Point until a valid interconnection agreement between Seller and Utility has been fully executed (in addition to this Agreement) and metering equipment has been installed that is compliant with the requirements of Section 5.1 of this Agreement.

3.3 Records – Seller and IMPA shall keep such records as may be needed to verify the accuracy of any accounting for the Quantity delivered in any Billing Period or other charges assessed under this Agreement for a period of two (2) years after the creation of the accounting or other documented charges.

ARTICLE 4

CONTINUITY AND SUSPENSION OF SERVICE; RELATIVE RESPONSIBILITIES

4.1 Continuity and Suspension of Service – Seller and IMPA shall each exercise reasonable care to maintain continuity of service as provided in this Agreement, but shall not be considered in default of any obligation hereunder if prevented from fulfilling such obligation by reason of Force Majeure. Each party reserves the right to suspend service without liability in a manner consistent with Good Utility Practice so as not to impair or impose a hazard upon its operations, or where the continuance of service to the other party would endanger persons or property. Both Parties shall use best efforts to provide each other with reasonable notice of suspension of service and to promptly resume any service so suspended.

4.2 Relative Responsibilities – Seller assumes all responsibility for delivery of electric energy on the applicable system(s) to and at the Delivery Point. IMPA and Utility assume all responsibility for receipt and delivery of the electric energy on the applicable system(s) from the Delivery Point. As hereinafter provided, neither IMPA nor Seller shall, in any event, be liable for damage or injury to any person or property, whatsoever, arising, accruing or resulting from, in any manner, the receiving, transmission, control, use, application or distribution by the other Party of said electric energy. Each Party shall use reasonable efforts to maintain its facilities in proper and serviceable condition in accordance with Good Utility Practice.

4.3 System Impact Study – IMPA or the Utility may perform a system impact study to ensure that the Seller's facilities can safely interconnect with IMPA's and the Utility's systems. If the impact study indicates that modifications to IMPA's system or the Utility's electric distribution system are necessary to accommodate the interconnection, IMPA or the Utility shall send the Seller an interconnection agreement that details the scope of the necessary modifications, and an estimate of their cost. Any modifications that are needed to safely interconnect to IMPA's or the Utility's systems will be at the Seller's expense. No power shall be delivered or purchased pursuant to this Agreement until the Seller's facilities are determined to be compliant with

national, state, and local construction, wiring, and safety codes and any necessary system modifications have been made.

4.4 Requirements for On-going Operation of Seller's Facilities – IMPA or the Utility may perform reasonable on-site inspections to verify proper installation and continuing safe operation of the Seller's facilities at reasonable times and upon reasonable advance notice to Seller. The cost of the inspection or inspections shall be at IMPA's or the Utility's expense; however, IMPA and the Utility shall not be responsible for any other cost the Seller may incur as a result of the inspection or inspections. The Seller shall install, operate and maintain its facilities in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation in parallel to the Utility's system. IMPA or the Utility may isolate the Seller's facilities and/or terminate this Agreement if IMPA or the Utility believes continued interconnection with the Seller's facilities creates or contributes to a system emergency. If IMPA or the Utility finds that the Seller's facilities are not in compliance with the requirements of this Agreement or the Interconnection Agreement for Self-Generation In Excess of 10 kW, between Seller and the Utility, and the noncompliance adversely affects the safety, reliability, or power quality of the electric system of either IMPA or the Utility, IMPA or the Utility may require the Seller to disconnect its facilities until compliance is achieved and/or may terminate this Agreement.

ARTICLE 5

METERING

5.1 Metering Requirements – Electric energy supplied under this Agreement shall be measured in 60-minute intervals by suitable metering equipment, which shall be for the sole purpose of measuring all energy output generated by Seller and delivered by Seller to the Utility's distribution system. The Utility shall install and maintain, at its expense, standard types of electric meter(s), suitable for the purpose of affecting settlements under this Agreement. The meter(s) shall be sealed, and the seals shall be broken only upon occasions when the meter(s) is (are) to be tested or adjusted.

5.2 Access to Meters – Authorized personnel of both Parties and the Utility shall have reasonable access to the premises where the meter(s) is (are) located.

5.3 Meter Testing – Either Party may make a formal written request that the metering equipment be tested. Seller, at Seller's expense, shall reimburse the Utility to conduct tests in such manner and at such intervals as recommended by the equipment manufacturer, but no less frequently than annually. At IMPA's request, a special test may be made of the metering equipment at IMPA's expense. Authorized personnel of both Parties shall be afforded opportunity to be present at all routine or special tests and upon occasions when any readings are taken from meters not bearing an automatic record.

5.4 Adjustments Due to Inaccuracies; Non-Operation – If at any test of metering equipment an inaccuracy shall be disclosed exceeding plus or minus two percent, meter readings shall be corrected in accordance with the percentage of inaccuracy found by such test provided that the period adjusted shall be limited to the shorter of the following three periods: (1) the first billing period beginning after the next preceding metering test, (2) the period that such inaccuracy may

be determined to have existed, or (3) a period of 365 days. Should the metering equipment fail to register or measure the Quantity generated and delivered by Seller, such Quantity shall be estimated by Seller, subject to audit by IMPA, from the best information available to Seller regarding the Quantity.

ARTICLE 6

GENERAL PROVISIONS

6.1 Term and Termination

6.1.1 Term. This Agreement shall continue until it is terminated (a) as provided herein; or (b) by either Party following ninety (90) days after the provision of written notice of termination to the other Party.

6.1.2 Termination. If any of the following events shall occur and be continuing after the applicable cure period and any notice requirement stated below, then the non-defaulting Party, by written notice, may terminate this Agreement as of the date such notice is sent:

6.1.2.1 Failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within 30 days after written notice is received by the failing Party;

6.1.2.2 Failure to perform any material covenant or obligation set forth in this Agreement if such failure is not remedied within 30 days after written notice is received by the failing Party;

6.1.2.3 Either Party becomes bankrupt;

6.1.2.4 Either Party consolidates, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, 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 or law or pursuant to an agreement reasonably satisfactory to the other Party; or

6.1.2.5 The Seller fails to comply with the requirements of Article 4.

6.2 Indemnification; Limitation of Liability; Right to Suspend Performance

6.2.1 INDEMNIFICATION. SELLER HEREBY INDEMNIFIES IMPA AND ITS OFFICERS, COMMISSIONERS, AGENTS, EMPLOYEES, REPRESENTATIVES AND INVITEES, TOGETHER WITH THE SUCCESSORS AND ASSIGNS OF SUCH PARTIES (THE "BUYER INDEMNIFIED PARTIES") AND AGREES TO DEFEND AND HOLD THE BUYER INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST, ANY AND ALL OBLIGATIONS, LIABILITIES, CLAIMS, SUITS, DEBTS, ACCOUNTS, LIENS OR ENCUMBRANCES, AND ALL COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS RELATING THERETO ("CLAIMS"), THAT THE BUYER INDEMNIFIED PARTIES MAY SUFFER

OR INCUR AND THAT RESULT FROM OR ARISE IN CONNECTION WITH THE WILLFUL MISCONDUCT OR NEGLIGENT ACT OR OMISSION OF SELLER, OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND/OR ANY OTHER PERSON FOR WHOM SELLER IS RESPONSIBLE AT LAW.

6.2.2 LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, EXEMPLARY DAMAGES OR LOST PROFITS ARISING OUT OF, DUE TO, OR IN CONNECTION WITH EITHER PARTY'S PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, OR ANY OF ITS OBLIGATIONS HEREIN, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, WARRANTY OR OTHERWISE.

6.2.3 Right to Suspend Performance. Either Party shall have the right to request further assurance from the other Party that the other Party's obligations under this Agreement are being met or are being performed. If the Party so requested does not provide further assurance within five (5) days after the request therefor, the requesting Party may without liability, suspend its obligations hereunder until it receives such assurance.

6.2.4 Insurance. Both Parties shall obtain and maintain, throughout the term of this Agreement, reasonable amounts of insurance against risks for which there is a reasonable likelihood of occurrence.

6.3 Assignment and Transfer – This Agreement, including its obligations and benefits, shall pass to and be binding upon the respective transferees and successors of the Parties, except that neither the Agreement nor any of the rights and obligations of either Party may be assigned or transferred without the prior written consent of the other Party, which shall not be unreasonably withheld. Any purported transfer by a Party in violation of the foregoing shall be void, and need not be recognized by the other Party.

6.4 Notices – All notices required or permitted to be given under this Agreement must be in writing and delivered either by (1) hand; (2) registered or certified mail; or (3) other public means by which a written acknowledgement of receipt may be requested and obtained. All such notices shall be addressed as follows:

To IMPA: Senior Vice President, Engineering
Indiana Municipal Power Agency
11610 North College Avenue
Carmel, IN 46032
(317) 573-9955 (phone)

To Seller: Kevin Emsweller or John Junco
Tipton Community School Corporation
1051 S. Main Street, Tipton, Indiana 46072
765-675-2147

6.5 Entire Agreement – This Agreement constitutes the entire agreement and understanding between the Parties hereto with reference to the subject matter hereof and supersedes all prior oral and written understandings and agreements between the Parties.

6.6 Modification of Agreement – This Agreement may only be amended by a written instrument duly executed by each of the Parties hereto.

6.7 Waivers – Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

6.8 Governing Law – This Agreement shall be governed by the laws of the State of Indiana without regard to the conflict of laws principles thereof. The parties agree that any litigation arising from this Agreement shall be brought in the state courts of Hamilton County, Indiana.

6.9 Invalidity – If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

6.10 Governmental Approval – This Agreement is subject to valid laws, orders, rules, regulations and ordinances of duly constituted authorities having jurisdiction. Both Parties, upon any changes or conditions imposed by any governmental authority, any of which are reasonably unacceptable to either Party, shall negotiate in good faith an amendment to this Agreement that preserves the rights of the Parties under the Agreement and satisfies the change or condition imposed by such governmental authority. The failure to negotiate an amendment within 60 days of the imposition of any such change or conditions shall be cause for termination of the Agreement upon written notice by either Party to the other Party.

6.11 Counterparts – This Agreement may be executed by the Parties in any number of separate counterparts, each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same Agreement. The Parties agree hereto that facsimile or similar electronically transmitted signature pages signed by the Parties hereto shall be binding to the same extent as original signature pages.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers effective as of the date first written above.

Indiana Municipal Power Agency

By: _____

Name: _____

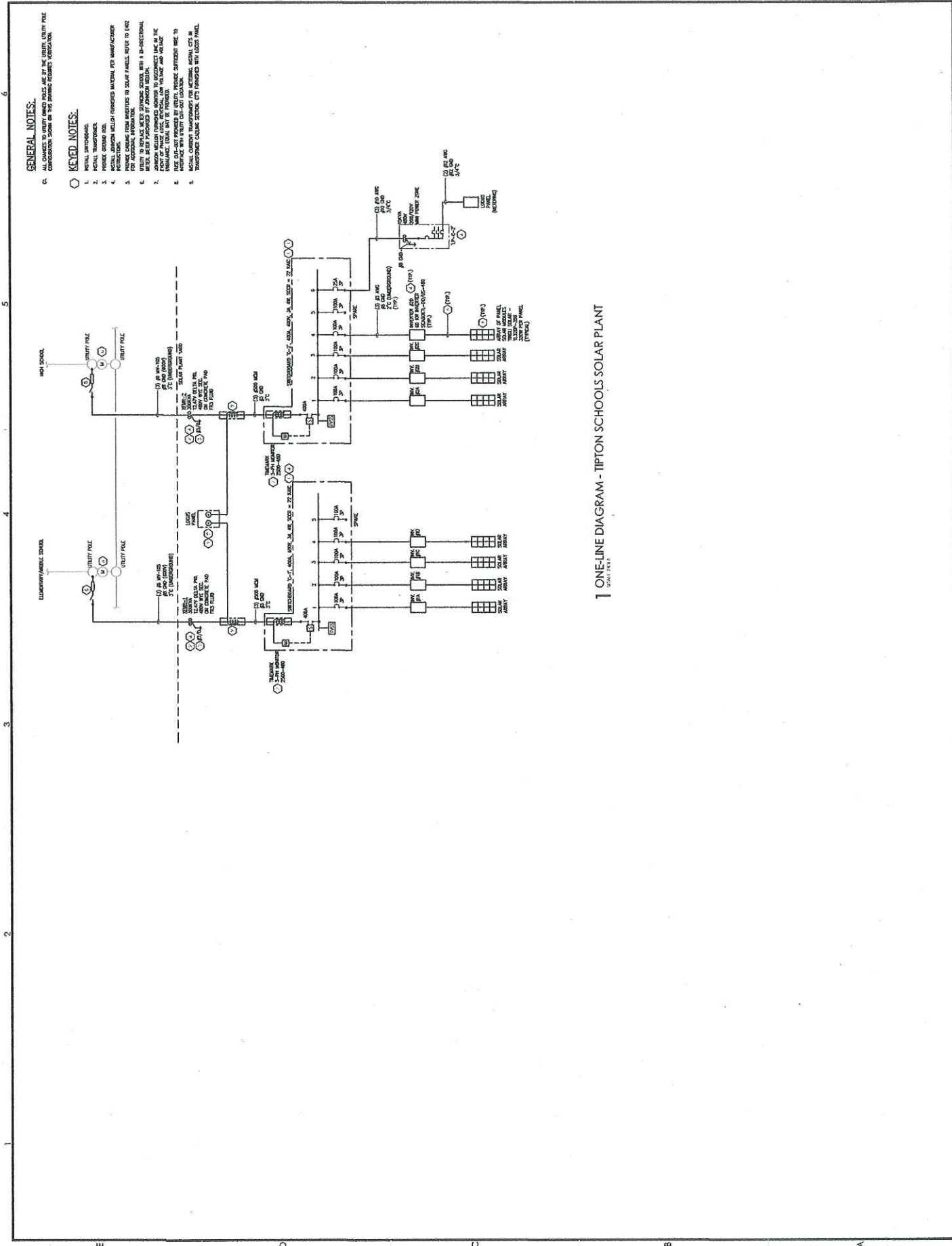
Title: _____

Seller

By: _____

Name: _____

Title: _____



- GENERAL NOTES:**
1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 ILLINOIS ELECTRICAL CODE (IEC).
 2. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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1 ONE-LINE DIAGRAM - TIPTON SCHOOLS SOLAR PLANT