

**CITY OF HUDSON, OHIO
BRIGHT MOUNTAIN SOLAR SCHEDULE TO
AMERICAN MUNICIPAL POWER, INC.
AND
CITY OF HUDSON, OHIO**

**MASTER SERVICES AGREEMENT
(AMP CONTRACT NO. C-11-2005-4423)**

WHEREAS, the City of Hudson, Ohio (“Municipality”) and American Municipal Power, Inc., (“AMP”) have entered into a Master Services Agreement (“MSA”) under which certain services may be provided, pursuant to schedules entered into between Municipality and AMP; and

WHEREAS, AMP will enter into a Power Purchase Agreement with Bright Mountain Solar, LLC (“Developer”), a reputable solar power developer (the “Bright Mountain PPA”) under the terms of which AMP is to purchase and Bright Mountain is to supply and sell up to approximately 80 MWac of capacity and associated energy from one or more solar generation projects located in Perry County, Kentucky, for a period of twenty-five (25) years; and

WHEREAS, the Bright Mountain PPA contemplates that AMP may prepay a portion of AMP’s obligations to purchase energy, capacity and environmental attributes at some point during the term of the Bright Mountain PPA and would finance the prepayment on behalf of Municipalities to allow AMP to offer the capacity, energy and environmental attributes derived from the Bright Mountain PPA to Municipalities at an economical price; and

WHEREAS, the Bright Mountain PPA provides, among other things, significant opportunities for the Municipality to receive from AMP reliable, economic, solar-generated renewable, capacity, energy and renewable attributes through this schedule to the MSA (the “Bright Mountain Solar Schedule”).

SECTION 1 - TERM

The term of this Bright Mountain Solar Schedule shall be effective as of the Commercial Operation Date of the Bright Mountain PPA (expected to be December 31, 2027) as defined therein and shall thereafter be coterminous with the same, which is a twenty-five (25) year term; provided, however, that Municipality’s obligation to purchase and AMP’s obligation to deliver capacity, energy and renewable attributes pursuant to this Bright Mountain Solar Schedule are both contingent on Developer’s performance pursuant to the Bright Mountain PPA.

SECTION 2 - SERVICES

AMP agrees to procure as Seller, pursuant to (and its obligations hereunder are specifically dependent upon) the Bright Mountain PPA, output up to approximately 80 MWac of capacity, associated energy (“MWh”), and renewable attributes for the benefit of the Municipality (the “Contract Amount”). Municipality agrees to take and pay for such capacity, energy and renewable attributes on a *pro rata* basis where and as available pursuant to the Bright Mountain PPA. Such *pro rata* amounts to be determined by multiplying the Municipality’s percentage Contract Amount, as set forth on Exhibit B hereto, times the actual capacity and energy available from time to time under the Bright Mountain PPA.

AMP is authorized and requested on behalf of Municipality to evaluate an arrangement whereby AMP may prepay all or a portion of AMP’s obligations to purchase energy, capacity and environmental attributes at some point during the term of the Bright Mountain PPA and finance the prepayment on behalf of Municipality through the issuance of bonds in order to achieve additional savings on the capacity, energy and environmental attributes derived from the Bright Mountain PPA that AMP can pass through to Municipality (“Prepay Agreement”). In the event that AMP presents and Municipality directs AMP to enter into a Prepay Agreement, AMP may exercise the Limited Assignment Right in the Bright Mountain PPA, enter into a Prepay Agreement with a third party and finance the cost of any such prepayment amount through issuance of bonds. Upon authorizing AMP to enter into a Prepay Agreement, Municipality agrees to take such actions as are necessary to effectuate the Prepay Agreement and the economic benefit created thereby in a timely manner, which may include, but are not limited to:

- A. Entering into a power sales contract that maintains the respective rights and obligations as set forth herein but also recognizes that in order to enter into a Prepay Agreement and finance the same, AMP must comply with the requirements of each Trust indenture, the Bright Mountain PPA, other related agreements and thus, Municipality agrees that such power sales contract will be made subject to the terms and provisions of each such AMP obligation;
- B. Obtaining all approvals, consents or authorizations of, or registrations or filings with, any governmental or public agency, authority or person required in connection with the execution, delivery and performance of the Prepay Agreement;
- C. Taking such actions as are necessary to enable AMP to issue and maintain bonds as tax exempt obligations to finance the Prepay Agreement, including but not limited to (a) delivering, prior to issuance of any tax exempt obligations, executed certificates relating to the tax requirements applicable to tax exempt obligations, (b) providing to AMP periodic reports after the issuance of any tax exempt obligations regarding the covenants, and (c) represent that at least ninety percent (90%) of the energy delivered will be furnished to retail customers located in the service area of Municipality;

- D. Furnishing a legal opinion that Municipality has the full legal right and authority to enter into a power sales contract and carry out its obligations thereunder; and,
- E. Agreeing that the power sales contract prohibits termination while any financing of prepayment obligations remains outstanding or in a manner that requires AMP to settle any mark-to-market obligations under the Bright Mountain PPA without passing the entire cost of such mark-to-market obligations to Municipality.

AMP's execution of a Prepay Agreement is contingent upon Municipality's completion of all actions required to effectuate the Prepay Agreement.

SECTION 3 - DELIVERY POINTS

The Delivery Point(s) for this Bright Mountain Solar Schedule shall be the "Point of Delivery" as defined in the Bright Mountain PPA - unless the same is modified in writing by the parties. The Delivery Point(s) will be within the PJM footprint. There may also be a Secondary Delivery Point, or Points of Delivery. Municipality may change the Secondary Delivery Point(s) set forth on Exhibit C with AMP's consent, such consent not to be unreasonably withheld, provided that transmission to any modified Secondary Delivery Point shall be pursuant to appropriate Federal Energy Regulatory Commission ("FERC") tariffs at Municipality's expense, including the costs of any/all required ancillary services.

SECTION 4 - SCHEDULING

- A. AMP shall cooperate with the Municipality to schedule the capacity and energy to a delivery point as directed by the Municipality.
- B. Notwithstanding any other provision of this Bright Mountain Solar Schedule and the MSA, Municipality shall, when available, take and pay for the solar-generated capacity and energy.

SECTION 5 - DEPENDENCE ON BRIGHT MOUNTAIN PPA

Municipality recognizes that AMP's ability to supply solar-generated capacity, energy and renewable attributes under this Bright Mountain Solar Schedule is dependent upon AMP's ability to arrange for the same pursuant to the Bright Mountain PPA. Additionally, Municipality recognizes that AMP entered into the Bright Mountain PPA primarily for the benefit of Municipality and the other Members of AMP and that AMP, pursuant to the Bright Mountain PPA, has certain rights as well as certain obligations. Accordingly, Municipality warrants to cooperate with AMP in such a manner as to facilitate AMP's performance of its obligations thereunder and releases AMP from any liability due to Developer's failure to perform.

SECTION 6 - RATES, CHARGES AND BILLING

A. Capacity, energy and Environmental Attributes made available pursuant to this Bright Mountain Solar Schedule shall be charged at the base rates specified in the Bright Mountain PPA (such rate to be less than \$80.00/MWh) for the term of the Bright Mountain PPA as shown on Exhibit A and the costs set forth in Sections 6 (B) and (C) hereof, and the Capacity and Energy Rate Schedules as the same may be modified by AMP from time to time and pursuant to the billing provisions herein and in the MSA;

B. The net of the following costs shall be included as a component of a uniform rate adjustment to be charged hereunder for energy delivered or made available to Municipality: any ancillary service, congestion and marginal loss charges by PJM or any other applicable Regional Transmission Organization (“RTO”), an appropriate allocation of AMP’s energy control center, metering and other common costs of AMP reasonably allocable to the Bright Mountain PPA in the rates set forth on Exhibit A (“Rate Adjustment”). This creates a Project Energy Rate for the Bright Mountain Solar Schedule consisting of the charges in Exhibit A as adjusted as set forth in this Section 6 (see Exhibit D – Example Project Energy Rate Calculation). The Municipality shall also be responsible for any additional ancillary service, congestion or marginal loss charges to its Secondary Delivery Point.

C. In addition to the other compensation to be paid to AMP pursuant to this Bright Mountain Solar Schedule, Municipality shall also pay the AMP Energy Control Center Charge and the Service Fee B specified in the MSA (currently at a rate of \$0.00058/kWh for Service Fee B).

SECTION 7 – INSTALLED CAPACITY CREDIT

Municipality will receive a pro-rata share of the net available Installed Capacity/RPM credits/charges (if any) from the RTO where the Bright Mountain Solar Project is located.

SECTION 8 – RENEWABLE ENERGY CREDITS

All Environmental Attributes available to AMP under the Bright Mountain PPA may be monetized by AMP and credited *pro rata*, to the Municipality. Such *pro rata* amounts to be determined by multiplying the Municipality’s percentage Contract Amount times the actual Environmental Attributes available to AMP from time to time under the Bright Mountain PPA. Alternatively, in the event that Municipality wishes to represent the energy supplied hereunder as “renewable,” Municipality shall direct AMP in writing to directly credit Municipality's pro-rata share of Environmental Attributes to Municipality's PJM GATS or MISO MRETS (or their respective successor systems) account or retire the Environmental Attributes or like environmental credits.

This Bright Mountain Solar Schedule is signed below by each party's authorized representative.

CITY OF HUDSON, OHIO

AMERICAN MUNICIPAL POWER, INC.

BY:
NAME:
TITLE:
DATE:

APPROVED AS TO FORM:

Municipality's Legal Counsel

By:
Jolene M. Thompson
President/CEO
DATE:

APPROVED AS TO FORM:

Lisa G. McAlister
Senior Vice President and General
Counsel

EXHIBIT A

RATE SCHEDULE FOR SOLAR ENERGY*

Fixed Price (Year 1-5)	\$73.19 /MWh
Fixed Price (Year 6-25)	\$78.19 /MWh

*Reflects preliminary pricing only and only those amounts that AMP will pay to Developer. Service fees, or other applicable charges will have to be supplied and added.

EXHIBIT B
Capacity Schedule¹

¹ Preliminary

Member	Recommended "Up To" MW
Cleveland	20
Cuyahoga Falls	20
Hamilton	15
Westerville	15
Clyde	7
Amherst	6
Martinsville	6
Napoleon	6
Niles	6
Bowling Green	5
Bryan	5
Celina	5
Danville	5
Jackson	4
Orrville	4
New Bremen	3.7
Front Royal	3
Carey	3
Oberlin	3
St. Marys	3
Tipp City	3
Wadsworth	3
Bedford	2.5
Ephrata	2.5
Hudson	2.5
Perkasie	2.5
Versailles	2.4
Berlin MD	2
Richlands	2
Columbiana	2
Georgetown	2
Lodi	2
Piqua	2
Seville	2
St. Clairsville	2
Tarentum	1.5
Edgerton	1
Girard	1
Holiday City	1

Jackson Ct	1
Woodsfield	1
Yellow Springs	1
Cannelton	0.6
Elmore	0.6
Milan	0.6
Berlin, PA	0.5
Glouster	0.5
Huron	0.5
Montpelier	0.5
New Knoxville	0.5
Pemberville	0.5
Williamstown	0.5
Arcanum	0.3
Bradner	0.3
Greenwich	0.3
Arcadia	0.2
East Conemaugh	0.2
Eldorado	0.2
Ohio City	0.2
Prospect	0.2
South Vienna	0.2
Bloomdale	0.1
Custar	0.1
Cygnnet	0.1
Hooversville	0.1
Lucas	0.1
Republic	0.1
Shiloh	0.1
Summerhill	0.1
Wharton	0.1
Total	195 MW

EXHIBIT C
SECONDARY DELIVERY POINTS

[TO COME]

EXHIBIT D

EXAMPLE BRIGHT MOUNTAIN SOLAR SCHEDULE RATE CALCULATION

2026 Example Rate

Base Energy, Capacity and Environmental Attributes Rate = \$73.19 / MWh

PJM Operating Reserves = \$0.10 / MWh

AMP Energy Control Center charge = \$0.75 / MWh

Final Project Energy Rate (example) - \$74.04 / MWh

Service Fee B = \$0.58 / MWh