



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of **total** bid or by **individual items**.
5. All bids **MUST BE SIGNED IN INK**.

Name of Bidder (Firm or Individual): EDF Renewables Distributed Solutions, Inc.

Contact Name: Peter Bay

Business Address: 5 Commerce Avenue, West Lebanon, NH 03784

Business Phone #: 802-272-6519

Agrees to bid on (Items(s) to be bid): Renewable Energy Projects - Providence Water

If company is based in a state other than Rhode Island, list name and contact information for a local agent for service of process: _____

Please visit <http://www.naics.com/search/> and identify the NAICS Code(s) for items being bid on. Enter the NAICS code(s) here or in parentheses next to each item listed immediately above: 238220

Delivery Date (when applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: Unit Price Bid

Total Amount in Figures*: Unit Price Bid

***If you are submitting a unit price bid please insert "Unit Price Bid."**

Use additional pages if necessary for additional bidding details.

Signature of Representative

Project Developer

Title

BIDDER'S BLANK ATTACHMENT 1

Providence Water Supply Board Renewable Energy Projects

Photovoltaic Project(s) Purchased or PPA

- 1) **Unit Price per kWh.** Please state the amount of the proposed unit price per kWh of electricity for the first year of the proposed ground mounted PV Project(s).

In Figures

\$ 0.0914 /kWh

In Words

Nine and fourteen Hundreths of a cent per kilowatt hour

- 2) **Escalation Factor.** Please provide a yearly escalation factor to be applied to the Unit Price per kWh after the first year.

Percentage

0 %

- 3) **Guaranteed kWh/Year.** Please state the guaranteed kWh for the first year of the proposed ground mounted PV Project(s).

In Figures

90% of agreed upon model output per year kWh/Year

In Words

90% of agreed upon model for output per year

- 4) **Date of Commercial Operation (Permission to Operate by National Grid).** Please provide the anticipated date of commercial operation of the ground mounted PV Project(s). **Please note PW reserves the right to cancel the project should the anticipated date not be met.**

Date

October 31, 2019



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 2: Certification of Bidder
(Non-Discrimination/Hiring)

Upon behalf of EDF Renewables Distributed Solutions, Inc. (Firm or Individual Bidding),

I, Peter Bay (Name of Person Making Certification),

being its Project Developer (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this 20th day of June 2018.

A handwritten signature in black ink, appearing to read "P. Bay", is written over a horizontal line.

Signature of Representative

Peter Bay

Printed Name



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

Certificate Regarding Public Records

Upon behalf of EDF Renewables Distributed Solutions, Inc. (Firm or Individual Bidding),
I, Peter Bay (Name of Person Making Certification),
being its Project Developer (Title or "Self"), hereby certify an
understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on
this 20th day of June 20 18.

Signature of Representative

Peter Bay

Printed Name



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Form D1: MBE/WBE Participation Contractor Waiver Request Form

Name of Bidder: EDF Renewables Distributed Solutions, Inc.

Contract Name/Number: TBD

Bid Due Date: 6/25/18

Goals on this contract: 10 % MBE 10 % WBE

I have achieved 0 % MBE 0 % WBE

I am requesting a waiver of 10 % MBE 10 % WBE

Is the **BIDDER** certified by the State of Rhode Island Minority Business Enterprise Program Yes X No

If Yes, please check the type(s) of certification and enter the Certification number immediately below:

Type of Firm: MBE ☐ WBE ☐

MBE/WBE Certification Number (MBCN#): _____ Expiration Date: _____

Did the Bidder attempt to or does the Bidder intend to subcontract any portion of the proposed work/service to a MBE/WBE? Yes No


If yes, how many firms were contacted? TBD **Complete the Outreach Contact form (Form E) for each firm not listed on Participation Disclosure form (Form B).**

Please note outreach has not occurred for this project yet.

What efforts have been made to secure sufficient MBE/WBE participation to meet the stated goals and/or why is your company unable to? EDF Renewables Distributed Solutions, Inc. will go out to bid for the

subcontracted portions of this work. We will endeavor to solicit bids from MBE/WBE companies however, cannot guarantee which vendors we will work with at this time. Those decisions will be made on the qualifications and price of the bids received and will endeavor to hit the above targets as mentioned.

I acknowledge the City of Providence's goals of supporting MBE/WBE certified businesses.

	<u>Peter Bay</u>	<u>6/20/18</u>
Signature of Bidder	Printed Name	Date

Submit this form to the City of Providence MBE/WBE Office for signature and approval by either the MBE/WBE Compliance Officer or the MBE/WBE Coordinator. All requests must be made at least four (4) days prior to the bid opening date.

_____ Signature of MBE/WBE Outreach Director*	_____ Printed Name	_____ Date
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*For more information on this program please contact Grace Diaz the MBE/WBE Outreach Director for the City of Providence, by phone at (401) 680-5766 or by email at gdiaz@providenceri.gov. (Please use subject line "MBE WBE Forms")

**This form will NOT be considered complete without the signature of the MBE/WBE Outreach Director.



PROVIDENCE WATER SUPPLY BOARD

RFP for Renewable Energy Projects

Johnston Solar

JUNE 20, 2018



EDF Renewables
15445 Innovation Drive
San Diego, CA 92128

858.521.3300 | www.edf-re.com

CONFIDENTIAL & PROPRIETARY

This is a confidential document and is exclusively intended for the Providence Water Supply Board ("PW") in response to its Request for Proposals for Renewable Energy Projects issued on April 25, 2018. The information contained herein is not to be distributed to third parties.

This Proposal is for discussion purposes only and is not intended to create, by estoppel or otherwise, a binding contract for the development of any power generation resources nor the purchase and/or sale of electric energy, electric capacity, or any other transaction between EDF Renewable Development, Inc. ("EDF RD"), and PW. The terms and conditions set forth in this proposal are subject to negotiation and shall have no effect unless incorporated into an executed agreement. Moreover, this Proposal does not obligate either party to enter into any agreement or to proceed with any possible relationship or transaction. Finally, the obligations of EDF RD under any such agreement shall be contingent upon receipt of all appropriate management, third party and governmental approvals and such other conditions precedent to closing of the Proposal as may be set forth in such agreement.

Company Headquarters

EDF Renewable Development, Inc.
15545 Innovation Drive
San Diego, CA 92128-3432
Fax: (858) 521-3333
www.edf-re.com

Contact Information

Peter Bay
Project Developer
Peter.Bay@edf-re.com
M: 802-272-6519



June 20, 2018

Attn: Gary Marino and Peter DiLorenzo
Providence Water Supply Board
125 Dupont Drive
Providence, RI 02907

Dear Mr. Marino and Mr. DiLorenzo,

EDF Renewables Distributed Solutions, Inc. (formerly groSolar) is pleased to submit our proposal package for the Providence Water Supply Boards recent RFP for Renewable Energy Projects. EDF Renewables is ideally suited to collaborate with PW in the development, construction, financing and operation and maintenance of solar projects in Glocester, Scituate, and Johnston. As a turnkey solar development and EPC firm, EDF Renewables employs a team of industry leading developers, financiers, engineers, and construction managers. Our in-house team provides a single point of contact for every aspect of the project, which creates value for our customers who need reliable and timely communication as the project progresses through each stage.

We have 20 years of award winning solar development, engineering, and construction experience and have developed and constructed over 2,000 solar projects nationwide across multiple customer segments. Some notable projects include a 2.5 MW AC project for Dairyland Power Cooperative in Wisconsin (the largest project in Wisconsin), a 7.1 MW AC project for JEA in Jacksonville, FL, and a 25 MW AC portfolio of distributed generation projects for Green Mountain Power in Vermont. We are also currently constructing the largest third-party owned project in the State of Michigan, our 24 MW AC Delta Solar Project, and the largest landfill project in the United States, the 18 MW DC Annapolis Solar Project.

EDF Renewables Distributed Solutions has constructed several marquee projects in the Southern New England area including our most recent 6.5 MW DC project in Southwick, MA and 5.0 MW DC project in Montague, MA – each for Eversource Energy. This experience within the region and fully integrated team approach makes us uniquely qualified to bring these projects to fruition. As part of our construction process, we maximize the use of local content for both labor and supplies.

Our team and our approach provide our clients with the following benefits:

- A single point of contact and partner through the development, design, financing, construction, and operation of the solar PV plants
- An industry leader in deploying cutting edge technology and technically challenging project design and construction
- Broad experience in project design and interconnections across the United States using a variety of solar technologies
- Additional capability to deploy complimentary solutions (e.g. battery storage) with solar as appropriate

CORPORATE HEADQUARTERS
15445 Innovation Drive
San Diego, CA 92128
858.521.3300

COLUMBIA, MD
9175 Guilford Rd
Suite 202
Columbia, MD 21046
802.359.6516

MINNEAPOLIS, MN
10 Northeast Second St
Suite 400
Minneapolis, MN 55413
612.476.0700

RUTLAND, VT
67 Merchants Row
Rutland, VT 05701
802.295.4415

WEST LEBANON, NH
5 Commerce Ave
W Lebanon, NH 03784
802.295.4415

800.373.4494
info@edf-re.com
www.edf-re.com

Thank you for this opportunity. Please treat the entirety of this proposal as confidential. Do not hesitate to contact me directly with any questions. Our team looks forward to working with Providence Water in developing and constructing this exciting set of projects.

Sincerely,

A handwritten signature in black ink that reads "P-J. Bay". The signature is fluid and cursive, with the first name "P-J" and the last name "Bay" clearly distinguishable.

Peter Bay

Project Developer

peter.bay@edf-re.com

802-272-6519

CORPORATE HISTORY AND STRUCTURE

ABOUT EDFR DS

EDF Renewables Distributed Solutions is a leading development and turnkey engineering, procurement, and construction (EPC) firm of solar photovoltaic (PV) projects for developers, investors, utilities, and commercial, government, and other institutional clients. EDF Renewables Distributed Solutions is currently developing or constructing more than 300 megawatts of solar PV projects across North America. Our company also provides operation and maintenance (O&M) services for solar PV system owners.

EDF Renewables Distributed Solutions Company Data	
Company Name	EDF Renewables Distributed Solutions inc. f/k/a Global Resource Options, Inc. or groSolar
State of	Delaware
Year Founded	1998
Ownership	Subsidiary of EDF Renewables Inc.
Main Offices	West Lebanon, NH and Columbia, MD
Employees	20 in New England; 70+ Nationwide
Target Sectors	Municipal, Commercial, Industrial, Agricultural, and Utility
Markets	Nationwide

OUR HISTORY

Prior to being acquired by EDF Renewables, Inc. (f/k/a groSolar) in 2016, EDF Renewables Distributed Solutions has implemented turnkey solar energy generation solutions throughout the United States. Our company began as a residential-focused solar company based in Vermont with operations coast-to-coast. Today, we have grown into a leading North American developer, engineering, procurement, and construction (EPC) contractor, and operating service provider for commercial and utility solar, and related energy storage projects.

EDF Renewables Distributed Solutions was founded in 1998 under the name Global Resource Options d/b/a EDFR DS. From its inception, our company made a mark through sound engineering abilities, timely construction, and responsive customer service. In 2011, the company sold its residential division to focus on commercial and utility-scale projects. Since then, EDF Renewables Distributed Solutions has cultivated a portfolio of commercial and utility-scale solar projects ranging in size from 500 kW DC to over 50 MW DC. In April 2018, the company's corporate name was changed to EDF Renewables Distributed Solutions to consolidate our brand with our parent, EDF Renewables, and reflect an expansion of our distributed energy business to include energy storage systems and electrical vehicle (EV) charging along with our core solar development, construction, and operation business.

EDF Renewables Distributed Solutions takes a hands-on approach to each aspect of a solar or storage project. Our engineers, developers, financing professionals, construction managers, and operating service technicians provide each client and each project responsive design, build, finance, and operating support and guidance. We deploy the depth and breadth of our dedicated team to optimize project size and capacity considering land-use constraints, cost, and production or load/frequency management



goals. We actively participate in legislative initiatives and trade organizations. We get to know and regularly contribute to the communities in which we operate.

We make it our business to understand and influence the technologies, regulations, and opportunities that are shaping today's solar generation and storage projects. We stay ahead of industry trends and on top of industry developments so that integrating solar or storage into your operations is straightforward and hassle-free. Our present and our future is providing the best solutions for both solar and storage projects. We are committed to sharing that future in ways that provide maximum benefit to our stakeholders.

Our team affords its clients:

- Industry leading electricity pricing achieved through low cost of capital, buying power, and standardized design
- Unrivalled experience in complex project design and interconnections across the United States
- Nationwide project experience with local expertise, incorporating knowledge of local permitting, zoning, utility interconnection and building code requirements
- Integration of the best available technology through direct relationships with top manufacturers, ensuring proper technology for each project and fulfillment of client requirements
- Professional staff with extensive solar PV and billions of dollars of large-scale general construction and project management experience
- Expertise developing PV projects atop technically challenging sites such as brownfields, municipal solid waste (MSW), landfill caps, and open waste water tanks – many of which have sensitive 24x7 operations that cannot be disturbed during construction or O&M
- Broad experience with large-scale, turnkey commercial and utility solar projects for many diverse sites and clients, including agricultural sites, real estate development, military bases, educational institutions, and manufacturing, industrial and office buildings
- Extensive operation & maintenance capability assuring the system owner of continued project support after construction during long-term system operation
- Project marketing and public relations support to ensure positive stakeholder engagement and project support

PROJECT AWARDS

EDFR DS has a long track record of developing and constructing award winning projects. Our recent Stafford Hill Landfill Project constructed for the utility Green Mountain Power was recently awarded the PV America 2015 National Project of Distinction and combines landfill solar PV project, energy storage, and a micro-grid installation for the City of Rutland, VT. In addition to our recent award for the Stafford Hill Landfill Project, our team has also received the following awards:

- 2015 Project of Distinction Award – Cambridge Solar (MD) – Mid-Atlantic Solar Energy Association – Cambridge Solar (4.3MW)
- 2014 Novogradac Tax Journal featured project – Two brownfield projects in Indiana (5.4MW)
- 2013 Photovoltaic Project of Distinction Award – Keystone Solar (PA); Solar Energy Industries Association & Solar Electric Power Association (6MW)
- 2012 Honorable Mention, PV Project of Distinction – Camden Solar Center (NJ); Solar Energy Industries Association & Solar Electric Power Association (1.8MW modified carport structure)



Indiana - Brownfield - 7.10 MW

PROJECT TEAM

KEY TEAM MEMBERS

Our team consists of some of the brightest and most well-respected professionals in the solar industry. EDFR DS' senior management and executive team are actively involved in every aspect of our projects.



Jamie Resor | Chief Executive Officer, Board Member

802.359.6524 jamie.resor@edf-re.com

Mr. Resor joined EDFR DS in 2008 and was CFO and COO before becoming CEO in 2012. Mr. Resor has led EDFR DS' growth as a leading solar developer and engineering, procurement, and construction (EPC) firm in the U.S. as the Company has developed and/or constructed many award-winning projects over the past five years. Prior to joining EDFR DS, Mr. Resor had 20 years of experience across many corporate and board roles in large organizations, start-up companies, and nonprofit organizations. Mr. Resor's early career included a range of opportunities from working on the Thai/Cambodian border for the International Rescue Committee to banking and management consulting with Fortune 1000 clients. Later, Mr. Resor developed and directed the pioneering conservation finance program for World Wildlife Fund, the world's largest environmental organization. Mr. Resor also assisted in the establishment of the Bhutan Trust Fund for Environmental Conservation and served on its advisory board for ten years. Throughout his career, Mr. Resor has brought creativity and leadership to managing successful businesses and environmental stewardship. Mr. Resor received his undergraduate degree from Dartmouth College and MBA from Stanford University Graduate School of Business.



Frank Griffin | Executive Vice President of Engineering & Construction

802.359.6524 frank.griffin@edf-re.com

Mr. Griffin is responsible for EPC (Engineering, Procurement, and Construction) and O&M (Operations and Maintenance) of commercial and utility-scale projects. He joined EDFR DS in 2008, and under his direction EDFR DS has successfully completed design and construction of solar PV projects on the East coast, Midwest, and in California. Mr. Griffin has over 30 years of project development and project management experience. Prior to joining EDFR DS, he was Vice President and Regional Development Manager for Lane Company, a

multi-family real estate developer where he developed projects valued in excess of \$200 million. Mr. Griffin's landfill and brownfield remediation experience includes capping of more than 300 acres of landfills in four states and design-build of liquid and gas treatment systems. Mr. Griffin received his BS in Civil Engineering from Lehigh University and received an MBA from the Pennsylvania State University.



Steve Remen | Executive Vice President of Business Development
802.359.6514 steve.remen@edf-re.com

Mr. Remen joined EDFR DS in 2012 as their Executive Vice President of Business Development. He brings deep energy sector experience as an engineer and project manager, completing large-scale generation projects with a broad range of utility, corporate, financial, and government partners. In addition to serving as the Massachusetts Commissioner of Energy where he had responsibility for energy policy and programs within the state, Mr. Remen started and grew two successful sales and marketing teams which generated revenues in excess of \$300 million annually. He's also highly experienced in project development, having developed several power generation facilities totaling more than \$250 million in value. Mr. Remen has an MBA from Boston University and a BS in Mechanical Engineering from Worcester Polytechnic Institute. Mr. Remen has also held Registered Professional Engineer licenses in the states of New Hampshire, Connecticut, and Florida.



Rod Viens | Executive Vice President
802.359.6520 rod.viens@edf-re.com

Mr. Viens manages project development activities in the Northeast and other key markets. Prior to the company's sale of its residential division in 2011, Mr. Viens oversaw the direct residential and small commercial installation operations, which constructed multiple megawatts of solar in ten states. Mr. Viens's development and project management experience at EDFR DS has included multi-residential commercial buildings, schools, and utility projects ranging in size from 100 kW to 10 MW. Prior to joining EDFR DS, he was Vice President of Operations and Business Development for Yankee Barn Homes, a nationally-distributed post and beam home manufacturer, where he established and oversaw the installation construction division and was charged with improving overall company processes. Mr. Viens graduated from Keene State College with a BS in Management.



ML Geffert | Vice President and General Counsel

802.359.6545 ML.geffert@edf-re.com

ML Geffert serves as Vice President and General Counsel of EDFR DS. ML has over 20 years of legal experience, with an emphasis on transactional representation, project financing, and construction and real estate contracting. Prior to joining EDFR DS, Ms. Geffert served as Group Counsel for Mueller Water Products, as Senior Counsel for Apogent Technologies, as Deputy City Attorney for the City of Santa Fe, NM, and as General Counsel for the City University Construction Fund. Ms. Geffert is a member of the New Hampshire and New York Bar Associations. Ms. Geffert earned a BA with high honors from Rutgers College, Rutgers University, where she was elected to Phi Beta Kappa; and a JD from NYU School of Law, where she served as Articles Editor for the Review of Law and Social Change.



Myles Burnsed | Vice President of Business Development – New Markets

802.272.6112 myles.burnsed@edf-re.com

Myles Burnsed, Director of New Markets, joined EDFR DS in 2013 and currently leads EDFR DS' market strategy and new market development efforts. Mr. Burnsed has nearly 15 years of experience in management consulting, engineering, and renewable energy development. Since 2009, he has played a key role in the development of over 100 MW of distributed solar energy projects in over a dozen states and is responsible for origination and development of several of EDFR DS' signature projects in MI, FL, WI, NH, OK, and NJ. Mr. Burnsed has held senior management roles at several solar energy companies including ECS Energy and HelioSage (now Coronal Development Services). Prior to entering the renewable energy industry, Mr. Burnsed was a Senior Consultant Engineer at FM Global where he managed and assisted a \$5 billion book of clients in identifying and solving risk management challenges. Mr. Burnsed holds a B.S. in Chemical Engineering with High Distinction from the University of Virginia where he was elected a member of Tau Beta Pi and an MBA from the Darden Graduate School of Business Administration where he received the Faculty Award for Academic Excellence.



Robb Jetty | Vice President of Business Development – C&I and EPC Markets

315.283.0324 robb.jetty@edf-re.com

Robb Jetty joined EDFR DS in 2016 and currently leads business development for EDFR DS' Commercial & Industrial and EPC markets. Mr. Jetty has gained extensive solar industry experience from executive positions across the entire value chain while working for Recurrent Energy, M+W Energy (Gehrlicher Solar), Yingli, and Onyx Renewable Partners, a Blackstone Company. Since 2003 he has led the development, finance, construction, and operation of over \$600M (~300MWs) of roof-top, carport, and both fixed or tracking ground-mount solar projects in 16 different US States, for both the commercial and wholesale power sectors. Mr. Jetty has completed projects with partners such as Exelon, Dominion, Waste Management, ProLogis, Home Depot, Berry Plastics, Macquarie Energy, NextEra, and Morgan Stanley. He holds a BA in Land Use Planning from Binghamton University.

Peter Bay | Project Developer

802.272.6519 Peter.Bay@edf-re.com

Mr. Bay has eight years of experience supporting a wide spectrum of renewable energy projects throughout the country including wind power, hydropower, and solar PV. He was a lead contributor on the first Archimedes Screw hydropower installation in the United States. His expertise on these projects ranges from site identification and feasibility analysis to permitting, negotiation of power purchase agreements, and management of utility interconnection processes. He holds a Bachelor of Science in Environmental Science from Endicott College.

BIDDER CONTACT INFORMATION

Primary Contact	Myles Burnsed
Title	Vice President, New Markets
Address:	EDFR DS 9175 Guilford Rd., Suite 202 Columbia, MD 21046
Telephone	(802) 272-6112
Email	Myles.burnsed@edf-re.com

SECONDARY CONTACT INFORMATION

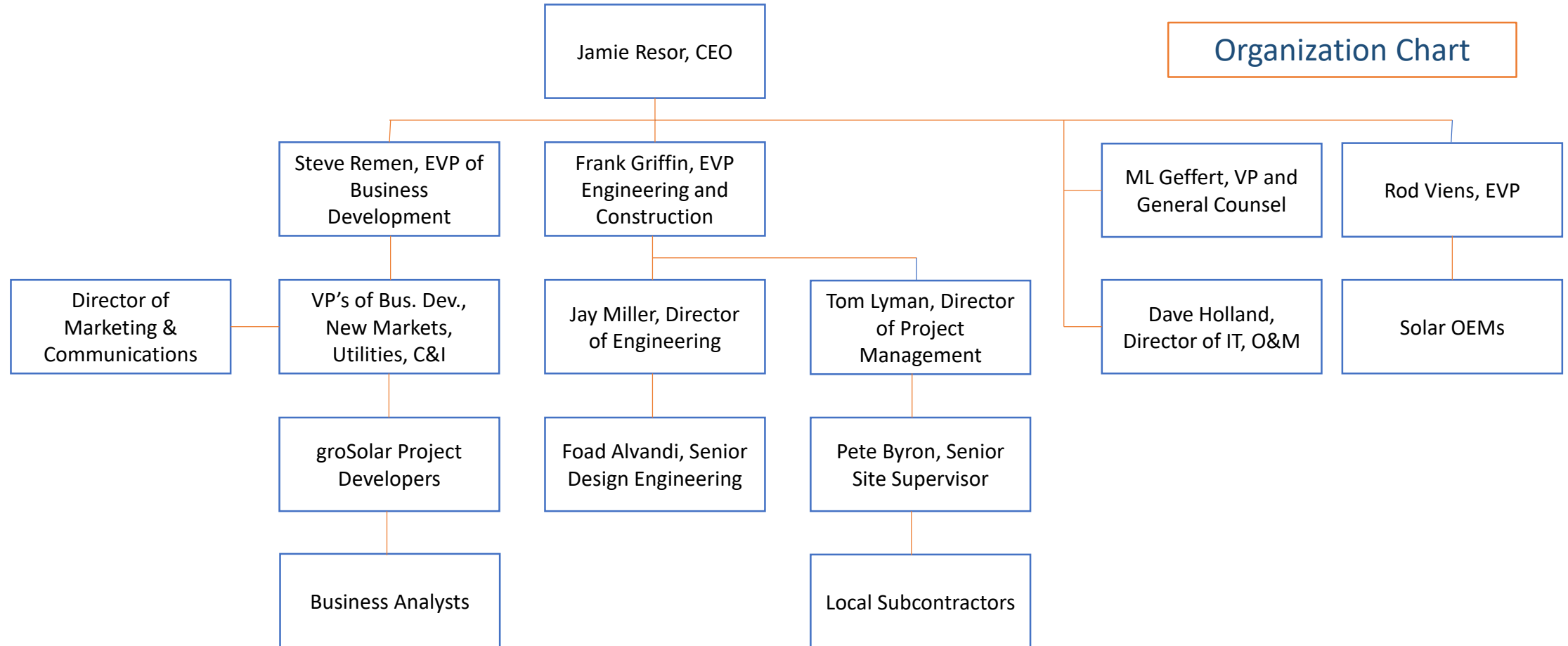
Secondary Contact	Peter Bay
Title	Project Developer
Address:	EDFR DS 5 Commerce Avenue West Lebanon, NH 03784
Telephone	(802) 272-6519
Email	Peter.bay@edf-re.com

Peter will serve as the Project Developer for a project awarded under this proposal and is locally based in Massachusetts.

ORGANIZATIONAL CHART

On the following page, please find EDFR DS' organizational chart.

Organization Chart



PROJECT EXPERIENCE

EDFR DS' portfolio of constructed projects is constantly growing. Our team has constructed hundreds of megawatts of renewable energy projects across North America, including projects for ESPN, the National Aquarium, major pharmaceutical companies, investor owned and Municipal Utilities, and financial institutions. The sections below detail past projects and represent some of EDFR DS' most significant accomplishments to date. If you would like any further detail on any specific project including a specific reference, we would be happy to provide this information. Note that EDFR DS was the lead developer and/or EPC contractor for each of these projects.

SOLAR EXPERIENCE FOR UTILITIES

EDFR DS is an industry leader at constructing distributed generation solar PV projects serving and supplying utility companies – both large and small. We have substantial experience with all segments of utility solar market including Investor Owned Utilities, Municipal Utilities, Cooperatives and Energy Service Companies. Some of our key clients include Green Mountain Power (VT), Eversource Energy, Constellation Energy (MD), Taunton Municipal Light Plant (MA), OG&E (OK), JEA (FL), Dairyland Power Cooperative (WI), Lansing Board of Water and Light (MI), American Electric Power and Duke Energy.



Vermont - Capped Landfill - 2.51 MW

SUMMARY OF EDFR DS PROJECTS FOR UTILITIES

Project Name	Utility Company Location	Size (MW DC)	Type	Financing	Status/COD
Acton Water District (Two Solar + Storage Projects)	Eversource Energy (MA)	6.6	GM	Third Party	Under Development
Eversource Energy Portfolio (Two Projects)	Eversource Energy (MA)	11.6	GM	Customer Owned	2018
Riverside Solar Partners	National Grid (RI)	5.0	GM	Third Party	Under Development
Fitchburg Solar	Unitil (MA)	1.3	Ballasted GM	Customer Owned	2018
Delta Solar Power	Lansing Board of Water and Light (MI)	24	SAT	Third Party	Under Construction
Northwest Jacksonville Solar Partners	JEA (FL)	9.5	SAT	Third Party	2017
Flambeau Solar Partners	Dairyland Power (WI)	3.4	SAT	Third Party	2017
GMP Portfolio (5 Projects)	Green Mountain Power (VT)	30.0	SAT and GM	Partnership Flip	2016
Marion County Solar	Indianapolis Power and Light (IN)	7.1	Ballasted GM	Third Party	2016
Mustang Solar	OG&E (OK)	3.1	GM and SAT	Customer Owned	2015
Cambridge Solar	Choptank Electric (MD)	4.3	GM	Constellation Energy	2015
Yield Co Pair	Green Mountain Power (VT)	5.6	GM	Third party	2015
Stafford Hill Landfill	Green Mountain Power (VT)	2.5	GM Ballasted	Customer Owned	2014

Templeton	Templeton Municipal Light and Water Plant	4.5	GM	Third Party	2014
Ashburnham	Ashburnham Municipal Electric Light Plant (MA)	4.0	GM	Third Party	2014
Lake County Solar	NIPSCO (IN)	5.4	GM Ballasted	Third Party	2013
Berkley East	Taunton Municipal Light Plant (MA)	3.9	GM	Third Party	2013
Sterling	Sterling Municipal Light (MA)	2.4	GM	Third Party	2013
Keystone Solar	Exelon (PA)	6.0	GM	Third Party	2012
Camden Solar Center	CCMUA (NJ)	1.8	Custom Carport	Third Party	2012

EXPERIENCE WITH COMMERCIAL, INDUSTRIAL AND MUNICIPAL CUSTOMERS

EDFR DS has substantial experience in developing and constructing projects for leading Commercial and Industrial Clients as well as numerous projects for Municipal Customers including Cities and Government agencies – very similar to the public entity partnership contemplated by Providence Water.



Connecticut - Corporate Headquarters - 663 kW

Project Name (Customer)	State	Size (MW DC)	Type	Financing	Status/COD
Annapolis Landfill (Multiple Offtakers)	MD	18.1	Ballasted GM	Third Party	Under Construction
Ben and Jerry's HQ (Unilever)	VT	0.75	GM	NRG	2016
Tannery Rd. Landfill (City of Rome)	NY	2.8	Ballasted GM	Third Party Financed	2016
Lamphear Road (City of Rome)	NY	2.8	GM	Third Party	2016
Clifton Park Landfill (PW Clifton Park)	NY	1.0	Ballasted GM	Third Party	2016
ESPN Headquarters	CT	0.7	RM	Third Party	2013
AstraZeneca Pharmaceuticals	DE	1.7	RM	Customer Owned	2011
Clean Harbors Development	NJ	1.5	GM	Customer Owned	2011
Longwood Gardens	PA	1.4	GM	Third Party	2011

EXPERIENCE AT ENVIRONMENTALLY SENSITIVE SITES

EDFR DS is also one of the industry leading experts at developing projects at challenging sites including landfills, brownfields, waste water treatment plants, and other underutilized sites. **Our staff has managed the capping of more than 300 acres of landfills and has extensive experience on waste disposal sites and Superfund sites.** EDFR DS has overcome substantial hurdles in projects using innovative solutions to deploy solar systems at challenging sites. A selection of these projects is in the table below:

Entity	Size (MW DC)	State	Completion	Challenges
Annapolis Landfill	18.1	MD	Under Construction	Largest landfill project in the United States; multiple metering and interconnections for customer offtake
Barton	2.7	NY	2018	Former mine site with significant site preparation

Fitchburg	1.3	MA	2018	Former industrial site
Steel Sun II	8.8	NY	Under Construction	Built on remediated Superfund site
Tannery Road Landfill	2.8	NY	2016	Capped Landfill with a challenging National Grid interconnection
Clifton Park	1.0	NY	2016	Closed landfill with active recycling process center; construction needed to accommodate
Steel Sun I	4.0	NY	2016	Built on remediated Superfund site; for previous industrial manufacturing
Hartford	0.75	VT	2016	Municipal Landfill
Marion County	7.1	IN	2015	Capped Landfill and brownfield sites (2)
Stafford Hill Landfill	2.5	VT	2014	Capped landfill solar project with 4 MW of storage and microgrid capability
Taunton Municipal Lighting Plant	3.9	MA	2013	Site previously used for construction debris. Rocky terrain, adjacent to protected turtle habitat and cranberry bogs
Northern Indiana Public Service Company	5.4	IN	2013	System adjacent to existing wetlands, waterways and petroleum storage facilities
Camden County Municipal Utility Authority	1.8	NJ	2012	Constructed over operating wastewater tanks at a wastewater treatment facility
Clean Harbors Landfill	1.5	NJ	2011	Built on a capped landfill with working pumping facility on site

REFERENCES

We have provided a summary table on the next page of customer and project references for your benefit in evaluating EDFR DS' experience and credentials. If there are any issues reaching one of the references, please contact our team and we will facilitate an introduction on your behalf. The contact information is sensitive; please use with discretion.

1. Reference Project No. 1 – Stafford Hill Landfill Project	
Reference Contact Information:	Kirk Shields, Director of Business Development (Energy Innovation), Green Mountain Power, (802) 770-4246
Location:	City of Rutland, VT
Project Start Date:	July 2014
Project In Service Date:	December 2014
Project Rated Capacity:	2.51 MWdc
Total Project Value:	\$5.4 MM (solar PV scope only)
Major Equipment Manufacturers:	Modules: Suniva Racking: Patriot Solar (ballasted GM) Inverters: Dynapower
Approximate Project Footprint:	10 Acres
Average Annual Output/Predicted Annual Output	Confidential; Full Year of Operational Data Not Available
Common Key Team Members between Projects	Jamie Resor, CEO Steve Remen, EVP of Business Development Rod Viens, EVP of Operations Frank Griffin, EVP of Engineering and Construction Jay Miller, PE, Director of Engineering Tom Lyman, Director of Project Management Pete Byron, Senior Site Superintendent

The Stafford Hill Landfill project is a 2.51 MW ballasted ground mount, utility scale micro-grid solar PV project constructed on the former Rutland City Landfill by EDFR DS for the utility Green Mountain Power. The project was recently awarded the [PV America 2015 National Project of Distinction](#). The project incorporates 4MWh of battery storage and allows for advanced voltage regulation, peak shifting, and “islanding” and energy security in in emergency situations.



Reference Project No. 2 – Berkley East	
Reference Contact Information:	Michael Horrigan, General Manager, (508) 824-5844
Location:	Berkley, MA
Project Start Date:	May 2013
Project In Service Date:	August 2013
Project Rated Capacity:	3.88 MW
Total Project Value:	\$9.0 MM
Major Equipment Manufacturers:	Modules: Canadian Solar Racking: Schletter (post driven GM) Inverters: Advanced Energy
Approximate Project Footprint:	24 Acres
Average Annual Output/Predicted Annual Output	System Performance Meets or Exceeds Predicted Output; Exact Performance Data Confidential per System Owner
Common Key Team Members between Projects	Jamie Resor, CEO Steve Remen, EVP of Business Development Rod Viens, EVP of Operations Frank Griffin, EVP of Engineering and Construction Jay Miller, PE, Director of Engineering Tom Lyman, Director of Project Management Pete Byron, Senior Site Superintendent

The Berkley East Solar Project is a 3.88 MW ground mount, utility scale solar PV project constructed by EDFR DS on the undeveloped and environmentally sensitive land located in Berkley, MA. The project is jointly owned by Canadian Solar and INDU Solar Holdings – a joint venture between subsidiaries of Duke Energy and Integrys Energy Services. The project is surrounded by cranberry bogs and turtle habitat and supplies power to the Taunton Municipal Lighting Plant (TMLP) via Power Purchase Agreement. TMLP is the largest municipal electric utility in the Commonwealth of Massachusetts.



Reference Project No. 3 – Sterling	
Reference Contact Information:	Sean Hamilton, General Manager, (978) 422-8267
Location:	Sterling, MA
Project Start Date:	October 2013
Project In Service Date:	December 2013
Project Rated Capacity:	2.4 MW
Total Project Value:	\$5.8 MM
Major Equipment Manufacturers:	Modules: Canadian Solar Racking: Schletter (post driven GM) Inverters: Advanced Energy
Approximate Project Footprint:	24 Acres
Average Annual Output/Predicted Annual Output	System Performance Meets or Exceeds Predicted Output; Exact Performance Data Confidential per System Owner
Common Key Team Members between Projects	Jamie Resor, CEO Steve Remen, EVP of Business Development Rod Viens, EVP of Operations Frank Griffin, EVP of Engineering and Construction Jay Miller, PE, Director of Engineering Tom Lyman, Director of Project Management Pete Byron, Senior Site Superintendent

The Sterling Solar Project is a 2.4 MW ground mount, utility scale solar PV project constructed by EDFR DS on a former hayfield in Sterling, MA. The project was developed by Community Energy Solar and is jointly owned by Canadian Solar and INDU Solar Holdings – a joint venture between subsidiaries of Duke Energy and Integrys Energy Services. The project beat the odds of holiday schedules and both extreme rain and snow to be completed on an exceptionally tight schedule. The project supplies power to the Sterling Municipal Light Department.



PROJECT STAFFING PLAN

SUBCONTRACTORS

Much as Providence Water goes to RFP to establish the best proposal for its solar projects, EDFR DS conducts a competitive subcontractor bid process for distinct elements of project development and construction. Throughout the project construction process EDFR DS has full time personnel on-site managing and monitoring the daily subcontractors progress and maintaining project schedules. Our subcontractor selection process occurs only after bid ready construction drawings have been produced. Not only does this process ensure that we are selecting the most qualified vendors for each specific project but, it also ensures that we are retaining vendors with the competitive pricing. Our subcontractor selection process is described below.

SUBCONTRACTOR SELECTION PROCESS

Our subcontractor selection process includes the following steps:

1. Formulate a list of potential local subcontractors; our team prefers to utilize subcontractors that are most familiar with our client's facilities.
2. Refine the list into a group of prequalified subcontractors based on their qualifications, interest level, and operational availability.
3. Evaluate all prequalified subcontractors on the following criteria:
 - a. Safety.
 - b. MBE/WE status.
 - c. Management team and capabilities.
 - d. Experience working on similar projects and projects of similar scale.
4. Confirm that the shortlist of subcontractors is acceptable to PW.
5. Confirm subcontractor scope and request competitive bids from shortlist subcontractors.
6. Select subcontractors and negotiate subcontractor contracts.

POTENTIAL SUBCONTRACTORS AND QUALIFICATIONS

As a leading Solar Developer and EPC provider in the region, EDFR DS has well established relationships with local firms that will be considered to perform the subcontracted work. Several firms that we will consider for this project are listed below with short statements of qualification provided by the potential subcontractor. EDFR DS maximizes the use of local subcontractors and for project supplies and content helping to ensure that the local community derives the maximum benefit from the project. EDFR DS will endeavor to work with MBE/WBE companies to the 20% bid value goal however, cannot guarantee that this will be possible due to the limited pool of experienced solar subcontractors in the market.

ELECTRICAL CONTRACTORS

G & B ELECTRICAL SERVICES – SERVING RI, NH, MA, ME, VT

G&B Electrical is a full service electrical contracting firm with over 40 years of experience, servicing Mass, RI, NH, Maine and Vermont.

We specialize in utility and commercial solar installations in addition to a wide range of services in the commercial, healthcare and residential market sectors. Our team is dedicated to providing exceptional

service and quality workmanship. We are equipped with a fleet of specialized vehicles and state of the art equipment allowing us to keep projects on schedule and on budget.

INTERSTATE ELECTRICAL SERVICES – EAST PROVIDENCE, RI

Interstate has installed ground and roof mount photovoltaic systems throughout New England, as we partner with leading integrators and suppliers to install photovoltaic power generation systems for both public and private sector customers. Many of the solar fields have been installed on old brownfield sites, giving new purpose to land previously considered useless while benefiting the local community with a new source of clean, renewable energy.

RACKING VENDOR & INSTALLERS

RBI SOLAR – CINCINNATI, OH

We take single source responsibility to complete your solar racking installation project. With in-house project management and installation crews; this approach reduces duplication of efforts throughout the enterprise, focused on delivering projects on time and within budget.

With experience of completing multiple solar installations for commercial, institutional and utility customers, RBI Solar is the most trusted name when it comes to solar racking installation. Our highly-trained project managers and solar installation crews work with your on-site engineers to install custom engineered solar racking systems in record time. Intelligently designed modular components enable us to save both solar racking installation time and labor cost on your project.

EVERGREEN SOLAR SERVICES – VIENNA, VA

Evergreen Solar Services is a team of solar industry professionals dedicated to providing high quality and innovative service to maximize your solar project ROI and achieve the lowest LCOE. We have applied our 40 years of experience from the electrical and general construction industries to provide excellence in solar development and construction services. We are proud of our long list of satisfied customers and numerous repeat customers who have placed their trust in our ability to deliver high quality solar projects at competitive rates.

With over 135 MW of ground mounted PV installations, Evergreen's philosophy of providing dedicated, high quality, and innovative service permeates throughout our organization. We have developed proven methods for solar project construction, management, quality control, and safety resulting in a continuous run of successful projects that have been delivered on time and on budget.

CIVIL CONTRACTORS

FUSS & O'NEILL – PROVIDENCE, RI

Fuss & O'Neill delivers a comprehensive suite of permitting, design, and construction administration services for solar photovoltaic (PV) developers across New England. We have worked on projects at municipal, landfill, and institutional sites, including Tufts University, Endicott College, East Hartford public schools, and the Enfield police station. Ranging from 105 kW AC to 4.0 MW AC in size, the systems have been designed with canopy mounted, fixed ground mount, or fixed ballast mount foundations, depending on the site's surface. After completing Phase I environmental site assessments and helping to obtain post closure use permits for several of the projects, we completed detailed civil and structural design for the systems. Our electrical engineers completed the AC and DC design from individual modules to the



interconnection point. These solar PV structures allow our clients to harness a sustainable source of power as they look ahead to their future needs.

REGIONAL PRESENCE

EDFR DS has a large workforce in New England and the capacity to effectively complete projects throughout Rhode Island. Please find a summary of our regional presence below:

EDFR DS New England Team	
Employees	More than 20 based at various locations throughout New England;
Regional Executive Dedicated	Steve Remen
Regional Developers	Peter Bay Allen Tate Margaret Campbell
Regional Project Managers	Steve Borgerson Tom Payne Tom Lyman
Regional Project Superintendents	Harold Craig Eric Emory Art Tenner Kevin Hurley Derek Cypher
Regional Project Administrator	Donna Zeller
Regional O&M Technician	Carl Elwert Kyle Deming
Regional Office Locations	West Lebanon, NH; Rutland, VT

ABILITY TO PERFORM

Our company is structured such that project team members are constantly communicating in the early stages of project development through the design and construction phases to the long-term operation and maintenance of the facilities. Having all team members within the same company not only enables greater communication on individual projects but, also allows for prioritized devotion of resources to these projects. Ultimately, this translates to a more nimble and comprehensive focus during development and facilitates a seamless transition of the project through its various stages – a critical quality within the industry. EDFR DS will manage the Providence Water projects through origination and development on a local level under one of our New England Project Developers. We partner with local civil engineering consultants to assist our developers with permitting of the project on a local basis. Our team's strong regional presence allows for projects to be closely managed through permitting and development with the relevant authorities up to commencement of construction. Once construction has started, the Developer would maintain a support role to EDFR DS' EPC team who would assume control of the project. During construction, an EDFR DS Project Manager and Site Superintendent would be assigned and on-site for the project during all work hours, maintaining the project schedule and closely monitoring progress of the subcontractors. Following completion of construction, EDFR DS Operations and Maintenance staff would take over project responsibilities.

INTERCONNECTION EXPERIENCE

EDFR DS also has strong experience working with National Grid, interconnecting over 20 MW of projects in their service territory throughout Massachusetts, New York, and Rhode Island. In doing



so, EDFR DS has established project development processes and forged contacts with relevant company authorities to result in a more efficient interconnection process. Additionally, EDFR DS has a standardized internal process to rapidly submit interconnection applications and commence the lengthy utility review process upon notification of project award. This attribute provides EDFR DS a foot-up in comparison to other companies through setting the proper course for the project at the very onset of a project.

FINANCIAL CAPABILITY

PROJECT FINANCE

EDF Renewables Distributed Solutions is an industry-leading, large commercial and utility-scale solar developer and engineering, procurement, and construction firm. For 30 years, our company has been dedicated to high quality, on time, and on budget project performance. Our company is profitable and rapidly growing. EDF Group is publicly rated:

Standard and Poor's	A-, Stable Outlook
Moody's	A3, Stable Outlook
Fitch	A-, Stable Outlook

EDF Renewables Distributed Solutions is able to self-finance solar projects through Power Purchase Agreements and Leases. EDF Renewables currently owns more than 4.5 GW of renewable projects throughout North America and the EDF Group owns of 120 GW of generation worldwide generating over \$80 billion in revenue in 2017. Our financing approach involves the use of our own capital as well as capital from a team of investment partners. Our self-funding approach is geared towards providing the most competitive and lowest cost financing available. Some of our competitors do not have the ability to self-fund projects and must commit to one source of permanent financing in the early stages of the project, resulting in conditions unfavorable to the client and power prices that are not competitive. EDF Renewables Distributed Solutions considers this a competitive advantage in that we are not overly reliant on one source of capital and can sometimes accommodate less-standard client requests in our project agreements. As noted in the experience section of our proposal, we are commonly working with public partners as off-takers or land owners on our projects and have had great success bringing those across the line.

CREDIT AND FINANCIAL ABILITY TO PERFORM

EDFR DS maintains excellent credit terms with its suppliers and has sufficient bonding capability for projects in our target market. We are also able to assist with construction financing as needed and required for a given project. However, EDFR DS believes the bond coverage types and amounts would benefit from a further discussion with the PW. For purposes of this RFP, we have assumed inclusion of a decommissioning bond for the project in our pricing. The table below summarizes our bonding capability.

Bonding Company	Chubb
Bonding Capacity In Aggregate (\$)	\$50 MM

INSURANCE

We have ample experience in obtaining insurance for projects on environmentally sensitive lands, as it is a common requirement for projects listed above in similar condition. EDFR DS has no concern in obtaining the necessary insurance for the PW projects. Please find EDFR DS' Certificate of Insurance attached as Appendix A.



PROJECT PROPOSAL

JOHNSTON SOLAR

Our proposed Johnston Project is a fixed-tilt 4,999 kWac solar project. The project will connect to the grid via 0.95 mile three-phase line extension from Hartford Avenue to Pine Hill Road. We firmly believe that this proposal optimizes the usage of the parcel from a technical perspective while deriving maximum value to the PW through the Power Purchase Agreement. EDFR DS would propose to evaluate options to expand the project following project award and convey additional benefits to the PW as appropriate.

Johnston Solar	
Nameplate Capacity	4,999 kWac / 6,890 kWdc
Module Wattage	445 W
Array Tilt Angle	20
Racking Foundation	Driven Post

DESIGN PHILOSOPHY

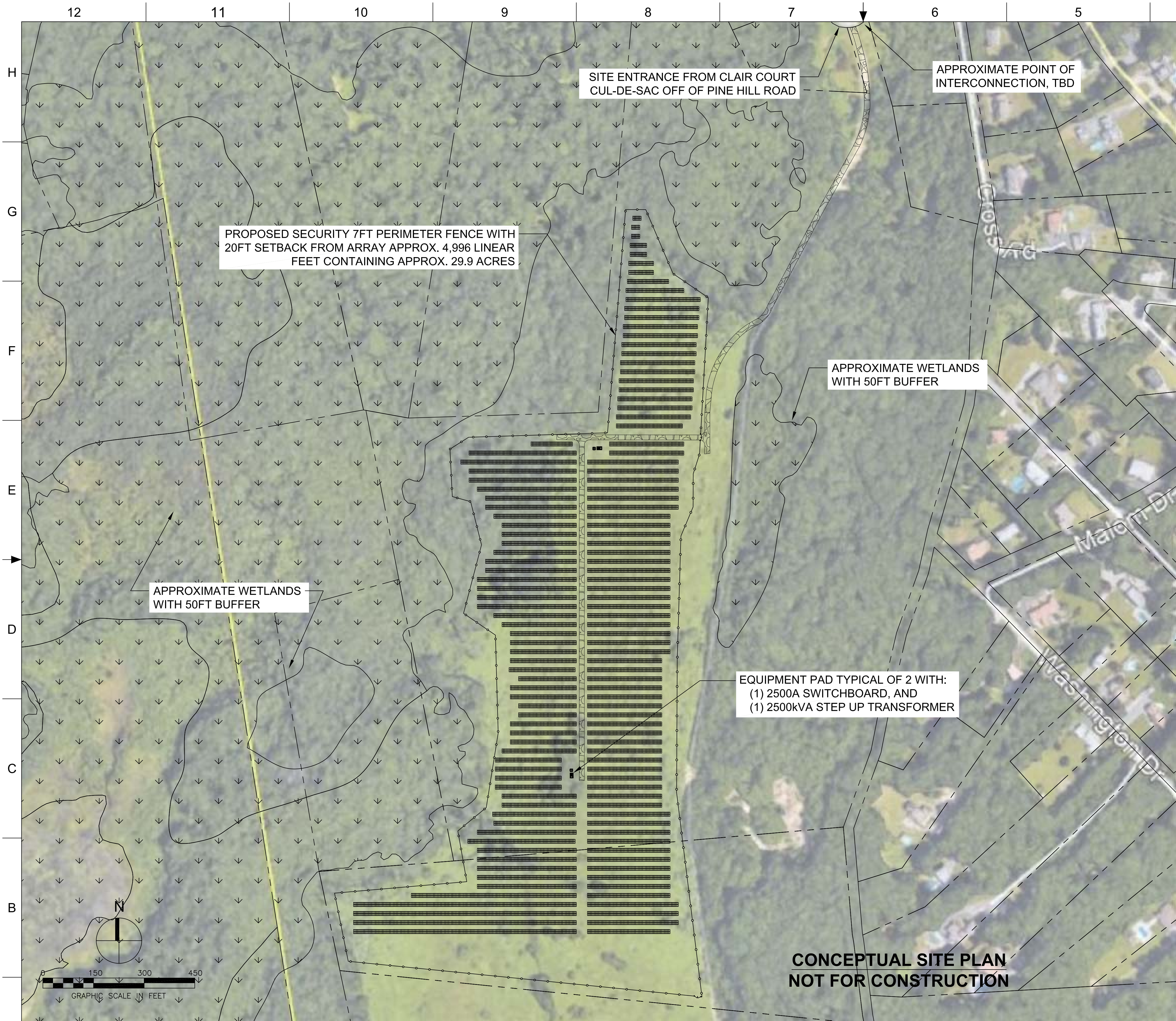
The EDFR DS engineering team leveraged our development teams' site visits and Rhode Island GIS resources to inform the conceptual layout. Our proposed layout does not interfere with obstacles identified on-site and complies with zoning district setbacks while optimizing usage of the buildable land. We have assumed that posts will be driven throughout the site, as there was not evidence of predominantly rocky subsurface conditions. Our basis of design boosts energy production through balancing the tilt of the array with a tight row spacing. Utilization of string inverters further ensures that the projects will be less prone to production losses through inverter malfunctions, as can be observed with central inverters. EDFR DS will explore expansion of the project, or an additional separate project on PW's parcels to the southwest of the project site. The presence of wetlands and need for a large clear-cut of forest have resulted in us withholding that proposal until more due diligence is performed. Please find EDFR DS' proposed conceptual site plan and conceptual PVSyst energy model on the next pages.

PROPOSED EQUIPMENT

EDFR DS is technology agnostic and only selects equipment from Tier 1 manufacturers with bankable warranties that are financeable and that meet all UL and IEEE equipment compliance requirements under the NEC. A competitive advantage in working with EDFR DS is the practice of just-in-time procurement. This allows for flexibility in considering which Tier 1 products best fit a project from an operations and pricing perspective. It also reduces risk through keeping a wider range of products available for consideration, in the event a manufacturer encountered shortages or performance issues with their product. The following table describes proposed equipment and warranty lengths that our team proposes for these projects. Please find equipment cut sheets in Appendix B.

Major Equipment	Manufacturer*	Standard Warranty
Racking	RBI, Panel Claw, Solar Flex Rack or Comparable	10-20 Years
Modules	First Solar, REC Solar, Hanwha, Jinko or Comparable	10 Years product, 25 Years Linear Power
Inverter	Solectria, Huawei or Comparable	10 Years
Data Acquisition System	AlsoEnergy, Draker, or Comparable	5 Years

Notes: *EDFR DS team reserves the right to replace specific equipment manufacturers with equivalents due to pricing, availability, or technological improvements




(FIXED TILT) SYSTEM SUMMARY	
AXIS AZIMUTH	180°
ARRAY TILT	25°
MODULE WATTAGE (W)	435
NUMBER OF MODULES	15,840
NUMBER OF MODULES PER STRING	6
NUMBER OF STRINGS	2,640
RATED DC POWER (kWp)	6,890.4
RATED AC POWER (kWac)	5,000

SYMBOL	DESCRIPTION
	EXISTING PROPERTY LINES WITH 50FT SETBACK
	EXISTING OVERHEAD CIRCUITS
	EXISTING WETLANDS WITH 50FT BUFFER
	PROPOSED 16FT GRAVEL DRIVEWAY
	PROPOSED PROJECT FENCE
	PROPOSED MV CONDUIT TRENCHING PATH
	PROPOSED OVERHEAD ELECTRICAL CIRCUIT
	PROPOSED RISER POLES

CONCEPTUAL SITE PLAN
NOT FOR CONSTRUCTION

- NOTES
1. SITE SPECIFIC FACTORS SUCH AS: TOPOGRAPHY, TREE SHADING, ACCESS DRIVES, DRAINAGE, EXISTING BUILDINGS, PROPOSED PV EQUIPMENT, PROPOSED PAD LOCATIONS, AND OR UTILITY INTERCONNECTION AREA COULD CHANGE THE FINAL ARRAY AREAS, SITE PLAN AND POWER OUTPUT.

								PROJECT				 9175 GUILFORD ROAD, SUITE #202 COLUMBIA, MD 21046 800-374-4494 INFO@EDF-RE.COM				TITLE				CONCEPTUAL SITE PLAN													
								LOCATION				11 PINE HILL DRIVE JOHNSTON, RI 02919				THIS DRAWING AND SPECIFICATIONS CONTAINED HEREON IS PROPRIETARY TO EDF RENEWABLES AND IS LOANED TO FACILITATE BIDDING, CONSTRUCTION, FABRICATION AND/OR EXECUTION OF REQUIREMENTS STATED AND IS TO BE SURRENDERED UPON REQUEST OR COMPLETION OF SERVICES				SIZE				PROJECT NUMBER		DRAWING NUMBER		E-1		REV		A	
A				ISSUED FOR REVIEW				06-19-2018				ESB				AP																	
REV				DESCRIPTION				DATE				RE				CHECKER				SCALE				AS SHOWN		SHEET		1 OF 1					

Grid-Connected System: Simulation parameters

Project : **RI Providence Water Johnston Solar**

Geographical Site	Johnston, RI	Country	United States	
Situation	Latitude	41.85° N	Longitude	-71.55° W
Time defined as	Legal Time	Time zone UT-5	Altitude	97 m
	Albedo	0.20		
Meteo data:	Johnston, RI	Solar Anywhere - TMY		

Simulation variant : **PVISheet Rev(A)**

Simulation date 19/06/18 17h22

Simulation parameters

System type **Building system**

Collector Plane Orientation

Tilt 25° Azimuth 0°

Models used

Transposition Perez Diffuse Imported

Horizon

Free Horizon

Near Shadings

Linear shadings

PV Array Characteristics

PV module

CdTe Model **FS-6435A Dec2017**

Original PVsyst database

Manufacturer First Solar

Number of PV modules

In series 6 modules

In parallel 2640 strings

Total number of PV modules

Nb. modules 15840

Unit Nom. Power 435 Wp

Array global power

Nominal (STC) **6890 kWp**

At operating cond. 6335 kWp (50°C)

Array operating characteristics (50°C)

U mpp 999 V

I mpp 6338 A

Total area

Module area **39205 m²**

Cell area 35921 m²

Inverter

Model **XGI 1500-125 Preliminary 10-15-17**

Custom parameters definition

Manufacturer Yaskawa Solectria Solar

Characteristics

Operating Voltage 860-1350 V

Unit Nom. Power 125 kWac

Inverter pack

Nb. of inverters 40 units

Total Power 5000 kWac

Pnom ratio 1.38

PV Array loss factors

Array Soiling Losses

Loss Fraction 0.0 %

Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.
37.1%	21.4%	9.7%	3.9%	2.1%	0.6%	0.4%	0.0%	0.7%	2.9%	10.5%	21.4%

Thermal Loss factor

Uc (const) 29.0 W/m²K

Uv (wind) 0.0 W/m²K / m/s

Wiring Ohmic Loss

Global array res. 1.7 mOhm

Loss Fraction 1.0 % at STC

Module Quality Loss

Loss Fraction -2.1 %

Module Mismatch Losses

Loss Fraction 0.8 % at MPP

Strings Mismatch loss

Loss Fraction 0.10 %

Incidence effect (IAM): User defined IAM profile

0°	30°	55°	60°	65°	70°	75°	80°	90°
1.000	1.000	0.990	0.980	0.960	0.920	0.850	0.720	0.000

System loss factors

AC wire loss inverter to transfo

Inverter voltage 600 Vac tri

Wires: 3x3000.0 mm² 169 m

Loss Fraction 2.0 % at STC

External transformer

Iron loss (24H connexion) 6779 W

Loss Fraction 0.1 % at STC

Resistive/Inductive losses 0.5 mOhm

Loss Fraction 1.0 % at STC

Grid-Connected System: Simulation parameters

User's needs :

Unlimited load (grid)

Grid-Connected System: Near shading definition

Project : RI Providence Water Johnston Solar

Simulation variant : PVISheet Rev(A)

Main system parameters

System type Building system

Near Shadings

PV Field Orientation

PV modules

PV Array

Inverter

Inverter pack

User's needs

Linear shadings

tilt 25°

Model FS-6435A Dec2017

Nb. of modules 15840

XGI 1500-125 Preliminary 10-15-17

Nb. of units 40.0

Unlimited load (grid)

azimuth 0°

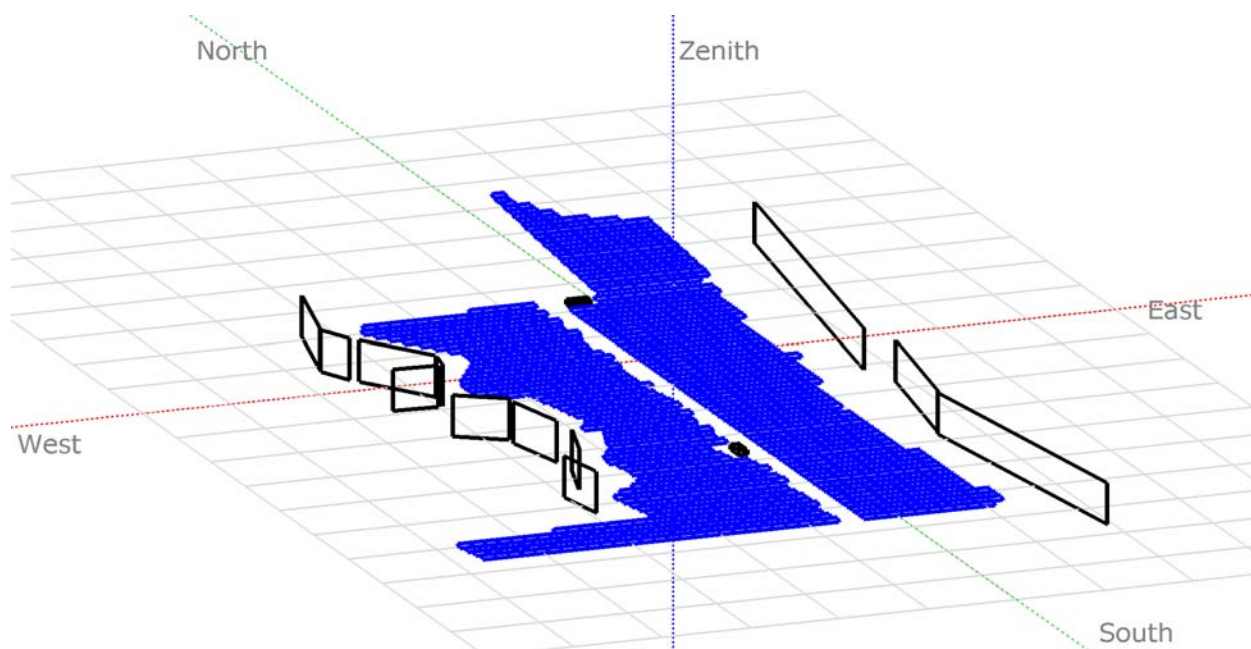
Pnom 435 Wp

Pnom total **6890 kWp**

Pnom 125 kW ac

Pnom total **5000 kW ac**

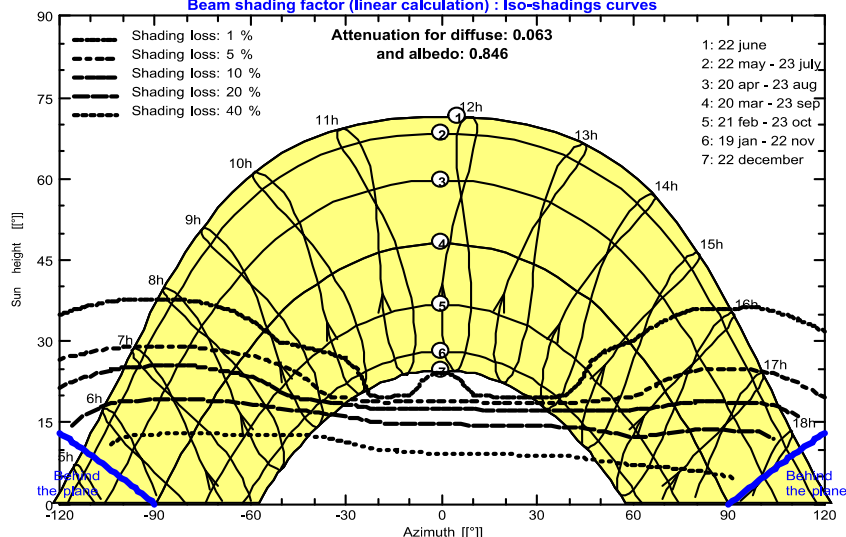
Perspective of the PV-field and surrounding shading scene



Iso-shadings diagram

RI Providence Water Johnston Solar

Beam shading factor (linear calculation) : Iso-shadings curves



Grid-Connected System: Main results

Project : RI Providence Water Johnston Solar

Simulation variant : PVISheet Rev(A)

Main system parameters

System type **Building system**

Near Shadings

Linear shadings

PV Field Orientation

tilt 25°

azimuth 0°

PV modules

Model FS-6435A Dec2017

Pnom 435 Wp

PV Array

Nb. of modules 15840

Pnom total **6890 kWp**

Inverter

XGI 1500-125 Preliminary 10-15-17

Pnom 125 kW ac

Inverter pack

Nb. of units 40.0

Pnom total **5000 kW ac**

User's needs

Unlimited load (grid)

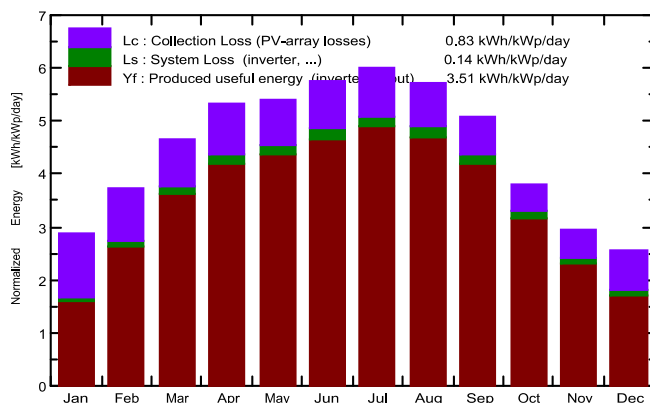
Main simulation results

System Production

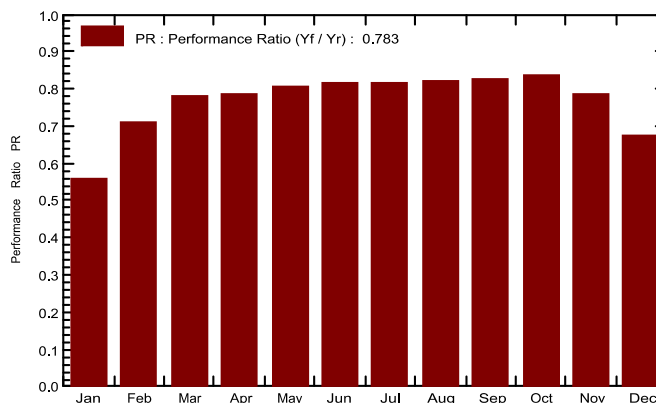
Produced Energy 8825 MWh/year
Performance Ratio PR 78.31 %

Specific prod. 1281 kWh/kWp/year

Normalized productions (per installed kWp): Nominal power 6890 kWp



Performance Ratio PR



PVISheet Rev(A)

Balances and main results

	GlobHor kWh/m ²	DiffHor kWh/m ²	T Amb °C	GlobInc kWh/m ²	GlobEff kWh/m ²	EArray MWh	E_Grid MWh	PR
January	57.8	27.92	-5.40	89.0	51.1	357	341	0.556
February	76.6	38.74	-1.28	104.1	75.8	531	510	0.712
March	117.2	48.79	2.58	143.7	122.0	807	775	0.782
April	146.1	61.08	9.75	159.8	145.1	902	867	0.787
May	166.0	80.81	14.57	167.6	154.3	968	932	0.807
June	173.6	78.49	19.12	172.1	161.5	1003	965	0.814
July	184.0	78.91	21.74	185.3	174.6	1084	1043	0.817
August	164.2	67.41	19.31	176.8	167.3	1043	1003	0.823
September	128.0	51.63	16.58	151.9	142.4	901	866	0.828
October	88.6	38.58	9.35	117.6	107.0	706	678	0.836
November	59.8	28.72	5.82	88.1	72.8	498	478	0.787
December	49.0	23.05	2.81	79.4	56.4	385	369	0.674
Year	1410.9	624.14	9.63	1635.4	1430.4	9185	8825	0.783

Legends: GlobHor

Horizontal global irradiation

GlobEff

Effective Global, corr. for IAM and shadings

DiffHor

Horizontal diffuse irradiation

EArray

Effective energy at the output of the array

T Amb

Ambient Temperature

E_Grid

Energy injected into grid

GlobInc

Global incident in coll. plane

PR

Performance Ratio

Grid-Connected System: Loss diagram

Project : RI Providence Water Johnston Solar

Simulation variant : PVISheet Rev(A)

Main system parameters

System type

Building system

Near Shadings

PV Field Orientation

PV modules

PV Array

Inverter

Inverter pack

User's needs

Linear shadings

tilt 25°

Model FS-6435A Dec2017

Nb. of modules 15840

XGI 1500-125 Preliminary 10-15-17

Nb. of units 40.0

Unlimited load (grid)

azimuth 0°

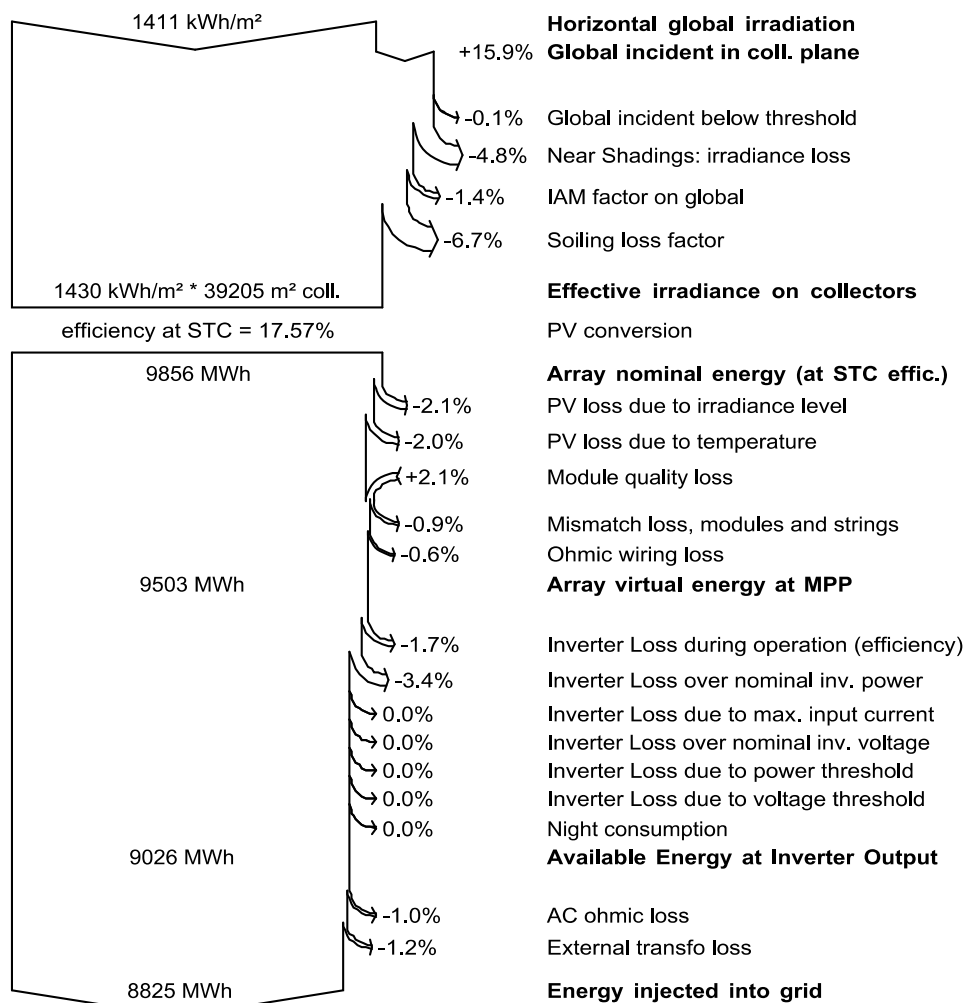
Pnom 435 Wp

Pnom total **6890 kWp**

Pnom 125 kW ac

Pnom total **5000 kW ac**

Loss diagram over the whole year



PERMITTING AND APPROVALS PLAN

EDFR DS' project developers are highly experienced in acquiring permits and approvals for our projects. We have permitted and interconnected over 2,000 projects across the county. The following represents a list of the permits, approvals, and coordination with agencies we believe to be required for each proposed project. Our team is currently working through an analogous list of approvals for other solar projects in Rhode Island and has included those which will be required for the PW projects, along with a few that could be required below.

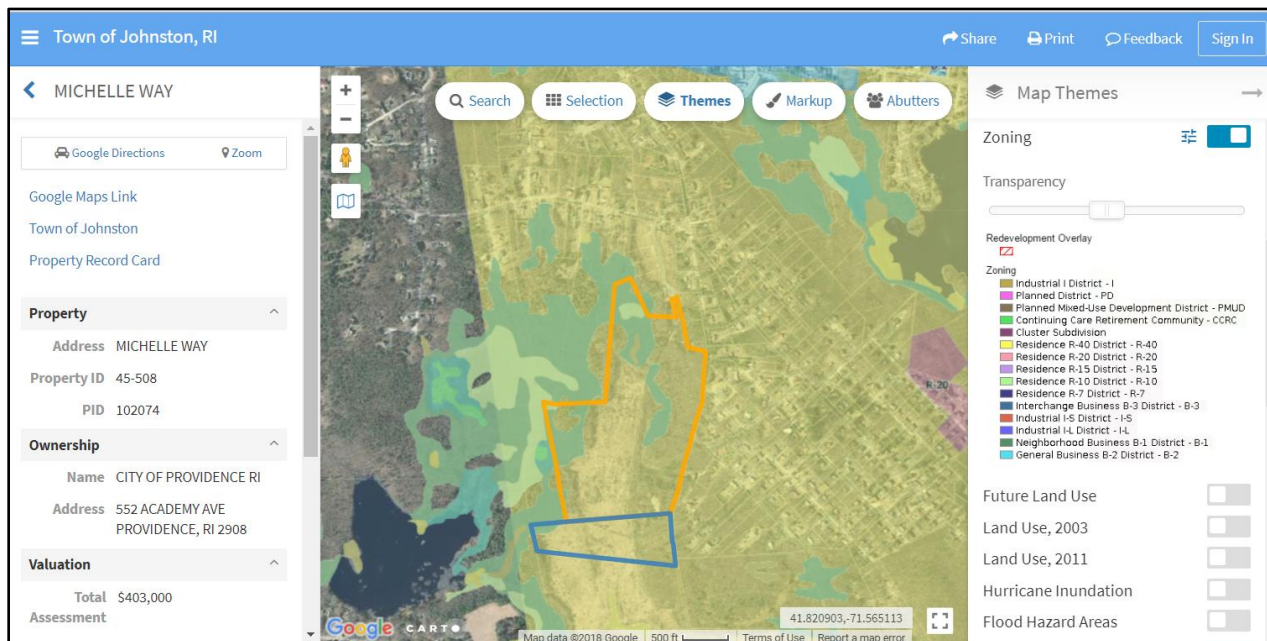
PERMIT / APPROVAL / SCREENING	NOTES
Special Use Permit	Johnston Zoning Board of Review
Development Plan Review Advisory Opinion	Johnston Planning Board
Wetland Permits <i>(If necessary; not expected)</i>	Rhode Island DEM (RIDEM)
SHPO Project Screening	Rhode Island State Historic Preservation Office (SHPO)
Rare, Threatened, or Endangered Species Screening	RIDEM
Stormwater General Permit for Construction	Rhode Island Pollutant Discharge Elimination System (RIPDES)
Interconnection Services Agreement & Access Driveways	National Grid; Town of Johnston

JOHNSTON PERMITTING OUTLOOK

We are well-aware of the importance in cultivating relationships with the community and authorities having jurisdiction (AHJ) for permitting this project. We firmly believe that the most essential component to project development is early outreach and communication to the stakeholders to gain clarity on the site-specific expectations for each project to achieve full environmental compliance. Our experienced project developers are keenly focused on building these bridges with municipal planning boards, state environmental agencies, and interconnecting utilities.

Currently, the Town of Johnston regulates electric power generating plants as a public utility use. The subject parcels are located in the R-40 district of town (see below), and therefore will be required to receive a Special Use Permit from the Zoning Board of Review. After quickly confirming the required project permits through discussions with the town, we will take the opportunity to inform the surrounding community regarding our proposal and the steps we are taking to properly permit it. We make it a point to provide stakeholders with our contact information and encourage them to reach out to discuss any concerns or questions they may have regarding the projects in order to address those as much as possible during the development phase. We are further supported by our stellar marketing team which routinely hosts open houses to provide project information and discussion in a face to face forum with neighbors or stakeholders. We leverage our development process through to our EPC expertise on projects to demonstrate how these projects will ultimately be a huge win for the citizens of Johnston and the environment.

EDFR DS will continue it's 20 year track record of success with the Johnston Solar project, working through our established processes to ensure the PW is delivered state of the art solar facility on schedule and on budget.



RHODE ISLAND RENEWABLE RESOURCE CLASSIFICATION

EDFR DS will assist in certifying the generator as a 'New' renewable energy resource with the Rhode Island PUC. However, EDFR DS will assume no risk associated with any potential changes to the Rhode Island renewable energy classifications and facility eligibility following initial registration.

RI CONTRACTOR'S LICENSE

Please note that EDFR DS will be obtaining a RI General Contractor's license in the very near future for our Charlestown, RI project. If awarded the project, EDFR DS will either have or be able to quickly expedite the finalization of that license.

GENERAL OVERVIEW OF DEVELOPMENT AND CONSTRUCTION

Based on our experience in developing and constructing thousands of projects across the United States, we anticipate a 12-14 month time frame to execute this project (starting at project award). Note that the actual construction period for this project is much shorter than the overall process which includes time for contract negotiations and development activities. Please also note that it would be most advantageous to commence initial development and diligence efforts shortly after project award for each project in order to minimize concerns with working during the winter months.

MONTHS 1-2

During the first two months following program award, our team will conduct a number of tasks relating to contract negotiation, project review, and engineering. Tasks included in this time period:

- Town Meetings
- Contract negotiation
- Formal site permit and interconnection review
- Interconnection submittal
- State regulator discussions
- Preliminary engineering drawings
- Initial Project Schedule

MONTHS 3-7

Upon execution of the contract with the PW, our team will finalize engineering and development activities. Tasks during this time period include:

- Permit application submittals
- Final engineering design
- Subcontracts
- Begin procurement and mobilization
- Site preparation

MONTHS 8-14

During this period, our team will be onsite and rapidly constructing each project. Note that project and construction safety is a top priority both during construction and in the overall design of the system. Tasks included in this time period:

- Ready for Construction
- 50% completion of installation
- 75% completion of installation
- 100% completion of installation
- Preparation for Testing
- Detailed Project Acceptance and Interconnection Acceptance Testing
- Substantial Completion



- Final Submission of all As-Built Drawings
- System operations training for local employees and first responders
- Final Acceptance

1-25+ YEARS

EDFR DS will operate and maintain the systems for the duration of there useful life.

PROJECT MILESTONE SCHEDULE

Please note that a rough project timeline is outlined below.

Milestone	Estimated Time (Weeks)	Johnston Solar Resource Allocation
Project Award	Start (0)	
Option to Lease Negotiation	Week 0-2	2 EDFR DS FTE
Option to Lease Execution	Week 2-4	2 EDFR DS FTE
Geotechnical Studies (as applicable)	Week 4-5	4 EDFR DS TM
Permit Review	Week 4	2 EDFR DS FTE
Interconnection Review and Submittal	Week 4-5	3 EDFR DS FTE
Preliminary Engineering Drawings	Week 4-6	4 EDFR DS FTE
Power Purchase Agreement Execution	Week 4-8	2 EDFR DS FTE
Site Due Diligence	Week 4-14	4 EDFR DS TM
Permit Application Submittals	Week 14-16	4 EDFR DS TM
Permit Approvals	Week 22-26	2 EDFR DS FTE
Project Impact Study Completion	Week 21-23	National Grid
Interconnection Service Agreement Execution	Week 26-27	2 EDFR DS FTE
Project Financing	Week 28-32	3 EDFR DS FTE
Final Design & Long Lead Time Procurement	Week 32-33	2 EDFR DS FTE
Subcontracts	Week 34	2 EDFR DS FTE
Begin Mobilization and Procurement	Week 35	8 EDFR DS FTE/TM
Site Preparation	Week 36-37	8 EDFR DS FTE/TM
Ready for Construction	Week 38	8 EDFR DS FTE/TM
Install Posts	Week 39-41	15 EDFR DS FTE/TM
Install Racking	Week 41-43	15 EDFR DS FTE/TM
Install Panels	Week 43-45	15 EDFR DS FTE/TM
50% Completion	Week 46	Milestone
Install Inverters	Week 47	20 EDFR DS FTE/TM
AC/DC Wiring	Week 48-49	20 EDFR DS FTE/TM
100% Completion	Week 51	20 EDFR DS FTE/TM
Preparation for Testing	Week 52	20 EDFR DS FTE/TM
Substantial Completion	Week 53	8 EDFR DS FTE/TM
Detailed Project Acceptance and Interconnection Testing	Week 54	8 EDFR DS FTE/TM
Commercial Operation	Week 55	5 EDFR DS FTE/TM
Systems Operations Training	Week 56	2 EDFR DS FTE/TM
Final Acceptance	Week 57	1 EDFR DS FTE

*FTE= Full Time Employee; TM= Team Member

OPERATIONS AND MAINTENANCE

As a full-service project developer and Engineering, Procurement, and Construction (EPC) Contractor, EDFR DS provides ongoing Operations and Maintenance (O&M) servicing for the majority of projects that it constructs and develops. The PPA pricing for this project includes the ongoing operations and maintenance of the project. Please find a summary of active projects under EDFR DS' Operations and Maintenance program attached as Appendix E.

EDFR DS ASSET MANAGEMENT

EDFR DS' Asset Management division is headquartered in our Columbia, MD office with support personnel located at various locations including New England. In this office, we have the capability to monitor all aspects of system performance and dispatch both regional and local area operational and maintenance personnel as needed.

STANDARD OPERATION AND MAINTENANCE ACTIVITIES

While EDFR DS tailors the Operation & Maintenance services of a project to meet each individual project's unique characteristics, the table below describes the standard level of service for most projects.

Item	Service Description	Frequency / Response Time
1	Monitoring of the solar system from a control point through internet connection: Including the setup of alarm points for abnormal inverter shutdowns / faults	Daily (minimum 5 days per week)
2	Remote response to inverter / system faults and remote inverter resets when the fault is understood	As needed. Initial remote response: Same business day
3	On-site response to inverter / system faults when a resolution cannot be accomplished remotely. This extends past inverter issues to include open circuit, shorted cabling, opened/blown fuse scenarios, tracker problems including gear box and motor replacements, and grounding issues. Prior to site visits by EDFR DS or EDFR DS subcontractors, clear and safe access to the array and PV equipment must be provided by others, including, but not limited to snow clearing, vegetation removal, and gate and fence maintenance as needed.	As needed. Initial remote response within 48 hours of fault / problem. Once it is determined that an on-site response is required: next business day
4	Response to warranty claim items.	As needed. Initial response within 48 hours of fault / problem.
5	Coordinate with the Utility to safely turn off the solar system for Utility provided maintenance, repair and or replacement of utility equipment. Safely reactivate the system after Utility has completed their work and confirmed the system can be reactivated.	Annually

	Preventive Maintenance	
6	Visually inspect entire solar system: Record, correct, apparent problems.	Annually
7	Visually inspect solar panels: Record if panels are properly affixed in racking system, correct if panels are not firmly affixed.	Annually
8	Visually inspect overall racking structure connections (including lateral links).	Annually
9	Visually inspect racking foundation and Powerstation foundations	Annually
10	Visually test for grounding continuity between frames and racking structure on a sampling of PV panels. Visually inspect for corrosion at grounding wire connection.	Annually
11	Inspect weather station components and verify operation with operations center.	Annually
12	Verify the points where array wiring enters into conduit are secure, sealed to prevent rain from entering and free of abrasion on the wire insulation.	Annually
13	Check connections within combiner boxes. Verify combiner boxes are free of water/moisture.	Annually
14	Verify DC means of disconnection are free of damage, corrosion or arc evidence and that they open and close freely.	Annually
15	Verify AC means of disconnection are free of damage, corrosion or arc evidence and that they open and close freely.	Annually
16	Test each string for proper short circuit current (Isc) and open circuit voltage (Voc) using IV Trace test.	Annually
17	Verify conduit is structurally supported and secured.	Annually
18	Verify conduit junctions and box connectors are secure and sealed.	Annually
19	Coordinate with inverter manufacturer so that its annual service obligations are undertaken (e.g. replacement of the air inlet filters on the inverters, cleaning of air intakes at powerstations, check power capacitors for signs of damage, charging resistors at inverters).	Annually or as recommended in O&M Manual
20	Inspect and clean the inside of the inverter for dirt deposits and water penetrations. Seal penetrations if found.	Annually
21	Inspect all cooling fans, test for functionality, replace if warranted.	Annually

22	Check the condition of AC and DC surge suppressors	Annually
23	Measure and record phase to phase input voltages and currents by means of inverter data and DAS.	Annually
24	Measure the output of all power supplies to be within tolerances.	Annually
25	Record and clear all faults on the inverters.	As needed
26	Verify the operation of the ground fault monitor at each inverter	Annually
27	Check fuses for open or signs of heating (inverter and string combiners). Inverters by inverter manufacturer technician. String combiners by Operator.	Annually
28	Inspect sub-assemblies, and major components including powerstation electrical equipment, walls, floor, ceiling, lights, doors, etc. Empty water in oil containment compartment through drain valve and inspect inside of tank through clean out openings. Clean inside of powerstations as needed	Annually
29	Mowing of grass and weed control, erosion and sediment control and module washing is included . EDFR DS will provide notice to system owner at the time of annual onsite inspections if array vegetation or site improvements (roads, fencing, etc.) require maintenance. Observations of the appearance/soiling level of the modules will also be provided.	Annually
30	Identify deficiencies that could affect production, equipment operability, or be reasonably expected to cause an unsafe condition at the Site. Report such deficiencies to Owner Representative to determine resolution.	As needed.
	Exclusions	
31	Mowing and vegetation maintenance	Excluded
32	Module washing and cleaning of powerstation exterior walls	Excluded
33	Powerstation roof maintenance	Excluded
34	Access drive and fence maintenance	Excluded
35	Maintenance of any Utility or Telecommunications Company equipment	Excluded
	Reporting	

36	<p>Provide quarterly reports, each describing:</p> <ul style="list-style-type: none"> • performance results of system compared to production estimates • maintenance providing during the quarter • inspection logs/reports for quarter <p>summary of upcoming scheduled maintenance</p>	Quarterly
37	<p>Company shall provide to System Manager a copy of Legal Documents which may include:</p> <ul style="list-style-type: none"> • Site Lease Agreement • Power Purchase Agreement <p>Other documents required by System Manager</p>	Prior to execution of this Agreement

PRICING PROPOSAL

OVERVIEW

On the Johnston Solar project, EDFR DS proposes to maximize the benefit to the PW through the PPA discount while minimizing the lease offer. If PW would like to assume a higher lease rate, EDFR DS is capable of adjusting our offer to reflect that. Please find a summary table for both the project below:

Johnston Solar PPA Proposal	
System Size (AC/DC)	4,999 kW / 6,890 kW
Annual Energy Production (MWh; Year One)	8,825
Annual Lease Value	\$1.00
Net Metering Credit Price to Providence Water (\$/kWh)	\$0.0914
2018 Net Metering Credit Value (\$/kWh)	\$0.15223
Projected Year One Energy Savings	\$517,055
Net Project Benefit to Providence Water (25 Yr. Term)	\$20,550,668

FORM OF AGREEMENTS

EDFR DS has included a sample Option to Lease, Lease Agreement, and a sample PPA under Appendix E. EDFR DS proposes to adjust the standard language of its template PPA to reflect the specific terminology and dynamics of a public entity net metering and financing agreement in Rhode Island. Ultimately, the changes will not involve significant departure from the proposed template agreement.

ELECTRICITY PRODUCTION ASSURANCE

EDFR DS offers a performance guarantee of 90% of the projected annual output (weather and degradation adjusted) on a project specific basis. The predicted annual output will be based on the results of an agreed upon PVSyst simulation that is based on the final design of the system. EDFR DS' flexibility in financing individual projects may provide for unique optionality regarding production guarantees in comparison to other vendors partnered with a single financier. EDFR DS is happy to provide a recommended performance guarantee assessment procedure if requested. Please refer to equipment specification sheets in Appendix B for further product warranty information. EDFR DS also includes a 5-year workmanship warranty on projects we complete and have the O & M contract on.

PPA MECHANICS

For the Johnston Solar facility, energy generated would be credited to the project's electric account at the prevailing standard service rate (net of the renewable energy charge/credit) inclusive of transition, transmission, and distribution service charges. Through a Power Purchase Agreement, EDFR DS would sell the credits generated by the project to the PW at a fixed rate over the 25-year term of the agreement. The credits would then be transferred to the designated PW electric accounts to offset their bills during each billing cycle.

However, if the PW energy efficiency (LED Lighting) or other rooftop solar initiatives appear to reduce electrical consumption from any accounts, EDFR DS will evaluate options for additional off-takers to receive net metering credits and update the Schedule B form with National Grid. Please note that net metering credits are calculated at the rate of the renewable self-generator's rate class (host meter) for the production, typically C-06. Therefore, the rate class of the accounts receiving credits are not entirely relevant to the credit allocation. Please find a project savings financial analysis provided in Appendix C.

PRICING ASSUMPTIONS AND TERMS

The lease rate proposed for this project includes the following assumptions with regard to project financing and pricing:

1. Retention of all capacity and ancillary service benefits by project owner
2. Renewable energy certificates to be transferred to Providence Water - pricing may be adjusted if Providence Water does not want the RECs
3. Full Utilization of the Federal Investment Tax Credit (ITC) and MACRs Depreciation
4. All project Interconnection Costs including system upgrades, metering, controls and relays (as necessary), and transformers covered in proposed pricing
5. No sales or use tax on equipment
6. Usage of EDFR DS' template option to lease, lease, and PPA, adjusted for site and net metering specifics
7. PPA and Lease term of 25 years, with the ability to extend through to 35 years
8. Operations and Maintenance provided by EDFR DS for the term of the PPA
9. Any sale or use tax imposed on electricity to be recovered within the PPA
10. Assumed usage of areas indicated within project Conceptual Layouts
11. All Solar PV EPC and development cost
12. Project rate class designation of C-06 with National Grid
13. Driven post racking throughout the project site
14. No adverse conditions on site including geotechnical, environmental hazards (RECs), or contamination issues
15. PILOT Payment to the Town at \$25,000 per annum for the project
16. Performance Coverage bond amount to be determined following further discussion with the PW – surety bond for system decommissioning included in price

APPENDIX A

CERTIFICATE OF INSURANCE



GROSOLA-01

SSIEROTA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 Newport Beach, CA - HUB International Insurance Services Inc. 4695 MacArthur Court Suite 600 Newport Beach, CA 92660	CONTACT NAME:	FAX (A/C, No.): (949) 891-0407	
	PHONE (A/C, No, Ext): (949) 623-3980		
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Westchester Fire Insurance Company	10030	
	INSURER B : ACE American Insurance Company	22667	
	INSURER C : Indemnity Insurance Company of NA	43575	
	INSURER D : AIG Specialty Insurance Company	26883	
	INSURER E : Steadfast Insurance Company	26387	
	INSURER F :		

INSURED

Global Resource Options, Inc. dba groSolar
205 Billings Farm Road, Bldg 4
White River Junction, VT 05001

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			G4661883A 001	03/30/2017	03/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			H08465599 001	03/30/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			G46618841 001	03/30/2017	03/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	C49185960	03/30/2017	03/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input type="checkbox"/> Pollution Liab-OCC			CPO 15698668	08/01/2017	03/01/2018	Per Loss/Aggregate \$ 5,000,000
E	<input type="checkbox"/> Professional Liab-CM			EOC 0276012-00	03/30/2017	03/01/2018	Per Claim/Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance only.

CERTIFICATE HOLDER

CANCELLATION

Global Resource Options, Inc. (Sample COI 2)
205 Billings Farm Road, Bldg 4
White River Junction, VT 05001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

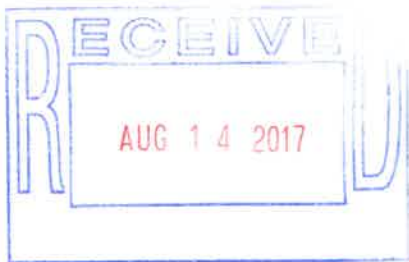
AGENCY Newport Beach, CA - HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED Global Resource Options, Inc. dba groSolar 205 Billings Farm Road, Bldg 4 White River Junction, VT 05001
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

CANCELLATION:

Should the policy(ies) be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.





ADDITIONAL REMARKS SCHEDULE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

COMMERCIAL UMBRELLA LIABILITY (1st Layer) – G46618841 001:

* Limits:

Each Occurrence Limit: \$10,000,000
General Aggregate Limit (other than Products/Completed Operations): \$10,000,000
Products-Completed Operations Aggregate Limit: \$10,000,000
Personal & Advertising Injury Limit: \$10,000,000

* Retention (SIR): \$10,000 Per Occurrence

PROFESSIONAL LIABILITY (Claims Made) – EOC 0276012-00:

Limits:

- * Policy Aggregate Limit of Liability: \$5,000,000
- * Coverage Part A - Contractor's Professional Liability (Primary - Claims Made)
 - Each Claim Limit: \$5,000,000
 - Aggregate Limit: \$5,000,000
- * Coverage Part B - Contractor's Protective Professional Liability (Primary - Claims Made)
 - Each Claim Limit: \$5,000,000
 - Aggregate Limit: \$5,000,000

Retention (SIR): \$100,000 Each Claim

Retroactive Date:

- * Coverage Part A - Contractor's Professional Liability: 10/15/1998
- * Coverage Part B - Contractor's Protective Professional Liability: 10/15/1998



APPENDIX B

EQUIPMENT CUT SHEETS



Solar Mounting Systems

GROUND MOUNT

DESIGN

ENGINEERING

MANUFACTURING

INSTALLATION



www.rbisolar.com

RBI Solar designs, engineers, manufactures and installs solar mounting systems. This single-source responsibility is focused on delivering value throughout the solar value chain.

Features & Benefits

- Custom engineered to specific site conditions
- High strength steel with corrosion protection
- Designed to minimize field installation labor
 - Reduced number of posts compared to traditional racking
 - Follows contours to mitigate civil/site work
 - Same hardware throughout
 - Optional pre-assembly
- Design and engineering at every step of the way
 - In-house engineers
 - Stamped drawings including foundation
- Pile driving test available
- Flexible to mount any module type
- Nationwide installation
- Various foundation options
- UL 2703 classification available
- Procurement and manufacturing:
 - Leverage with national and international facilities
 - Material certification available
 - ARRA compliant; "Made in the USA" certification available



RBI Solar Background

Family owned and operated, we pride ourselves in 80+ years of experience in commercial design-build specialty structures. RBI Solar's unique design capabilities and multiple manufacturing facilities help us develop the most economical, reliable and robust solutions for any structural solar mounting challenge. We are committed to taking single point responsibility for the entire project starting from the initial design to complete installation of solar modules.

Engineered Foundation Options

Our engineers consider many factors when determining the most reliable and cost-effective foundation solution for our projects. Incorporating and analyzing data from available certified geotechnical reports, on-site pile testing, wind tunnel testing, and all applicable codes and loading considerations, our team can provide various foundation options:

- Driven post
- Concrete pier
- Dual post
- Screw piles
- Pre-cast or cast-in-place concrete ballast
- Spread footings

Installation Services

With experience of completing multiple solar racking jobs for commercial, institutional and utility customers, RBI Solar is the most trusted name when it comes to solar racking installation. Our highly trained project managers and installation crews work with your on-site engineers to install custom engineered solar racking systems. Racking installation is essential for meeting project time and budget goals. Advantages of using RBI Solar for installation include:

- Company owned post driving equipment
- Highly skilled construction crews that specialize in solar racking
- Dedicated project managers

Technical Specifications

Description of product	Fixed tilt racking
Efficient designs	GM-I, GM-T and GM-B
Module configuration	Landscape or portrait ; designed to accommodate any module type
Tilt angle	0° to 45°
Array height	Project specific design
Ground cover ratio	Project specific design
Installation options	Posts, racking and module mounting
Geographical range	Nationwide
Grounding	Continuously bonded racking; tested by ETL to UL2703 standards (GM-I & GM-T)
Wire management	Built-in wire management options
Design criteria	Engineered to meet applicable structural codes
Warranty	20-year limited warranty



SINGLE SOURCE PROVIDER



DESIGN

System classified to UL 2703, with in-house designers and engineers. Our focus is to deliver the most effective and efficient racking solution based upon the array layout and site conditions.

ENGINEERING

Our in-house engineers, licensed and registered in all states, provide structural calculations applying RBI proprietary wind tunnel analysis and focus on delivering appropriate racking and foundation design based on existing soil conditions.

MANUFACTURING

Multiple state-of-the-art manufacturing facilities, along with a vertically integrated procurement and manufacturing protocol, ensures overall quality of product with reduced lead times for material.

INSTALLATION

Single source responsibility, with in-house project management and installation crews. This approach reduces duplication of efforts throughout the enterprise, focused on delivering projects on time and within budget.

GROUND MOUNT • ROOF MOUNT • SPECIALTY STRUCTURES • LANDFILL

**Racking questions? We are here to answer.
Contact us at info@rbisolar.com or call (513)242-2051**

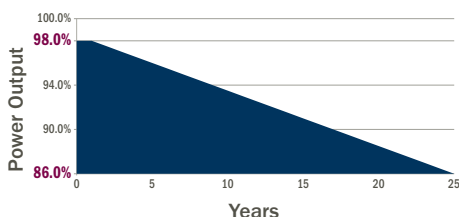


420-445 Watts
17%+ Efficiency

INDUSTRY-LEADING MODULE WARRANTY¹

98% WARRANTY START POINT

0.5% WARRANTED ANNUAL DEGRADATION RATE



- 25-Year Linear Performance Warranty
- 10-Year Limited Product Warranty

HIGH-POWER PV MODULES

First Solar Series 6™ photovoltaic (PV) module sets a new industry benchmark for reliable energy production, optimized design and environmental performance. Series 6 modules are optimized for every stage of your application, significantly reducing balance of system, shipping, and operating costs.



MORE ENERGY PER MODULE

- More watts per connection and per lift (420+ watts) than 72-cell silicon modules (<400 watts)
- With superior temperature coefficient, spectral response and shading behavior, Series 6 modules generate up to 8% more energy than conventional crystalline silicon solar modules
- Anti-reflective coated glass enhances energy production



INNOVATIVE MODULE DESIGN

- Under-mount frame allows for simple and fast installation
- Dual junction box optimizes module-to-module connections
- Under-mount frame provides the cleaning and snow-shedding benefits of a frameless module, protects edges against breakage and enables horizontal stacking



PROVEN LONG-TERM RELIABILITY

- Manufactured using methods and process adapted from Series 4 modules – the most tested solar modules in the industry
- Independently tested and certified for reliable performance that exceeds IEC standards in high temperature, high humidity, extreme desert and coastal applications



BEST ENVIRONMENTAL PROFILE

- Fastest energy payback time and smallest carbon and water footprint in the industry
- Global PV collection and recycling services available through First Solar or customer-selected third-party

FIRST SOLAR SERIES 6™

MODEL TYPES AND RATINGS AT STANDARD TEST CONDITIONS (1000W/m², AM 1.5, 25°C)²

NOMINAL VALUES		FS-6420 FS-6420A	FS-6425 FS-6425A	FS-6430 FS-6430A	FS-6435 FS-6435A	FS-6440 FS-6440A	FS-6445 FS-6445A
Nominal Power ³ (-0/+5%)	P _{MAX} (W)	420.0	425.0	430.0	435.0	440.0	445.0
Efficiency (%)	%	17.0	17.2	17.4	17.6	17.8	18.0
Voltage at P _{MAX}	V _{MAX} (V)	180.4	181.5	182.6	183.6	184.7	185.7
Current at P _{MAX}	I _{MAX} (A)	2.33	2.34	2.36	2.37	2.38	2.40
Open Circuit Voltage	V _{OC} (V)	218.5	218.9	219.2	219.6	220.0	220.4
Short Circuit Current	I _{SC} (A)	2.54	2.54	2.54	2.55	2.55	2.56
Maximum System Voltage	V _{SYS} (V)	1500 ⁵					
Limiting Reverse Current	I _R (A)	6.0					
Maximum Series Fuse	I _{CF} (A)	6.0					

RATINGS AT NOMINAL OPERATING CELL TEMPERATURE OF 45°C (800W/m², 20°C air temperature, AM 1.5, 1m/s wind speed)²

Nominal Power	P _{MAX} (W)	317.2	320.9	324.7	328.5	332.4	336.0
Voltage at P _{MAX}	V _{MAX} (V)	168.7	169.8	170.9	172.0	173.1	174.1
Current at P _{MAX}	I _{MAX} (A)	1.88	1.89	1.90	1.91	1.92	1.93
Open Circuit Voltage	V _{OC} (V)	206.3	206.6	207.0	207.3	207.7	208.0
Short Circuit Current	I _{SC} (A)	2.04	2.05	2.05	2.06	2.06	2.06

TEMPERATURE CHARACTERISTICS

Module Operating Temperature Range	(°C)	-40 to +85
Temperature Coefficient of P _{MAX}	T _K (P _{MAX})	-0.32%/°C [Temperature Range: 25°C to 75°C]
Temperature Coefficient of V _{OC}	T _K (V _{OC})	-0.28%/°C
Temperature Coefficient of I _{SC}	T _K (I _{SC})	+0.04%/°C

MECHANICAL DESCRIPTION

Length	2009mm
Width	1232mm
Thickness	48.5mm
Area	2.47m ²
Module Weight	35kg
Leadwire ⁶	2.5mm ² , 720mm (+) & Bulkhead (-)
Connectors	MC4-EVO 2
Bypass Diode	N/A
Cell Type	Thin film CdTe semiconductor, up to 264 cells
Frame Material	Anodized Aluminum
Front Glass	2.8mm heat strengthened Series 6A™ includes anti-reflective coating
Back Glass	2.2mm heat strengthened
Encapsulation	Laminate material with edge seal
Frame to Glass Adhesive	Silicone
Wind Load ⁷	2400Pa
Snow Load ⁷	5400Pa

PACKAGING INFORMATION

Modules Per Pallet	26	Pallet Dimensions (L x W x H)	2200 x 1300 x 1150mm (86 x 51 x 45in)
Pallet Weight	1025kg	Pallets per 40' Container	18

Disclaimer

The information included in this Module Datasheet is subject to change without notice and is provided for informational purposes only. No contractual rights are established or should be inferred because of user's reliance on the information contained in this Module Datasheet. Please refer to the appropriate Module User Guide and Module Product Specification document for more detailed technical information regarding module performance, installation and use.

The First Solar logo, First Solar™, and all products denoted with ® are registered trademarks, and those denoted with a ™ are trademarks of First Solar, Inc.

CERTIFICATIONS AND TESTS⁴

IEC

61215 & 61730 1500V⁵, CE
61701 Salt Mist Corrosion
60068-2-68 Dust and Sand Resistance

UL

UL 1703 1500V Listed⁵

REGIONAL CERTIFICATIONS

CSI Eligible JET
FSEC SII
MCS InMetro
CEC Australia

EXTENDED DURABILITY TESTS

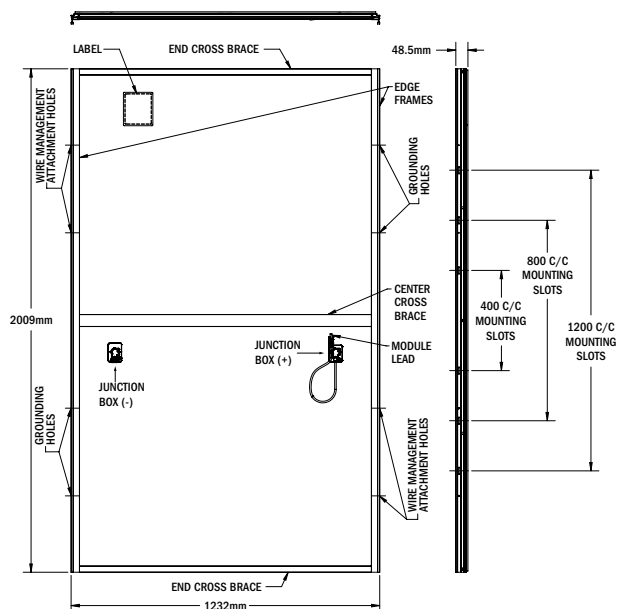
Long-Term Sequential
Thresher Test
PID Resistant

QUALITY & EHS

ISO 9001:2008 & 14001:2004
OHSAS 18001:2007



MECHANICAL DRAWING



Install in portrait only

- Limited power output and product warranties subject to warranty terms and conditions
- All ratings ±10%, unless specified otherwise. Specifications are subject to change
- Measurement uncertainty applies
- Testing Certifications/Listings pending
- IEC 61730-1: 2016 Class II | ULC 1703 1000V listed
- Leadwire length from junction box exit to connector mating surface
- See User Guide

YASKAWA

SOLECTRIA XGI 1500

Premium 3-Ph Transformerless Utility-Scale Inverters

Features

- Made in the USA with global components
- Buy American Act (BAA) compliant
- Four models: 125kW/125kVA, 125kW/150kVA, 150kW/166kVA, 166kW/166kVA
- Flexible solution for distributed and centralized system architecture
- Advanced grid-support functionality Rule 21/UL1741SA (pending)
- Robust, dependable and built to last
- Lowest O&M and installation costs
- Access all inverters on site via WiFi from one location
- Remote diagnostics and firmware upgrades

Options

- Attachable string combiner for distributed architecture
- Plug & play MC4 or H4 connectors for the attachable string combiner
- Web-based monitoring
- Extended warranty



Yaskawa Solectria Solar's XGI 1500 utility-scale string inverters are designed for high reliability and built of the highest quality components that are tested and proven to last beyond their warranty. The XGI 1500 inverters provide advanced grid-support functionality and meet the latest IEEE 1547 and UL 1741 standards for safety. The virtual HMI allows users to connect wirelessly to the inverters using a smart phone or tablet, to accelerate commissioning. The XGI 1500 inverters are the most powerful 1500VDC string inverters in the PV market, and engineered for both distributed and centralized system architecture. Designed and engineered in Lawrence, MA, the XGI inverters are assembled and tested at Yaskawa America's facilities in Buffalo Grove, IL. The all new XGI 1500 inverters are Made in the USA with global components, and are compliant with the Buy American Act.

MADE IN THE USA



With U.S. and Global Components

SOLECTRIA SOLAR

SOLECTRIA XGI 1500

Specifications

	XGI 1500-125/125	XGI 1500-125/150	XGI 1500-150/166	XGI 1500-166/166
DC Input				
Absolute Maximum Input Voltage	1500 VDC	1500 VDC	1500 VDC	1500 VDC
Maximum Power Input Voltage Range (MPPT)	860-1250 VDC	860-1250 VDC	860-1250 VDC	860-1250 VDC
Operating Voltage Range (MPPT)	860-1450 VDC	860-1450 VDC	860-1450 VDC	860-1450 VDC
Number of MPP Trackers	1 MPPT	1 MPPT	1 MPPT	1 MPPT
Maximum Operating Input Current	147.6 A	147.6 A	177.1 A	196.0 A
Maximum Operating PV Power	127 kW	127 kW	152 kW	169 kW
Maximum DC/AC Ratio	1.5	1.5	1.5	1.5
Maximum Rated PV Input (at 1.5 DC/AC Ratio)	188 kWdc	188 kWdc	225 kW	250 kW
Attachable String Combiner (Optional, engineered for use with XGI 1500 inverters)				
Maximum Number of DC Inputs	18		24	
Fuse Rating Options	15 A, 20 A, 25 A, 30 A		15 A, 20 A, 25 A, 30 A	
Fuse Configuration Options	Both polarities fused (NEC 2014), Positive polarity fused (NEC 2017)			
PV Connector Options	Amphenol H4, Multi-Contact MC4			
DC Disconnect	Isolated by use of integrated 2-Pole DC Disconnect on the XGI 1500 inverter			
Dimensions and Weight	Height: 29.5 in. (749 mm) Width: 15.1 in. (385 mm) Depth: 12 in. (305 mm) Weight: 30 lbs (13.6 kg)			
AC Output				
Nominal Output Voltage	600 VAC, 3-Ph	600 VAC, 3-Ph	600 VAC, 3-Ph	600 VAC, 3-Ph
AC Voltage Range	-12% to +10%	-12% to +10%	-12% to +10%	-12% to +10%
Continuous Real Output Power	125 kW	125 kW	150 kW	166 kW
Continuous Apparent Output Power	125 kVA	150 kVA	166 kVA	166 kVA
Maximum Output Current	120 A	144 A	160 A	160 A
Nominal Output Frequency	60 Hz	60 Hz	60 Hz	60 Hz
Power Factor (Unity default)	+/- 0.85 Adjustable	+/- 0.85 Adjustable	+/- 0.85 Adjustable	+/- 0.85 Adjustable
Total Harmonic Distortion (THD) @ Rated Load	<3%	<3%	<3%	<3%
Grid Connection Type	3-Ph + N/GND	3-Ph + N/GND	3-Ph + N/GND	3-Ph + N/GND
Fault Current Contribution (1 cycle RMS)	144 A	173 A	192 A	192 A
Efficiency				
Peak Efficiency	98.8%	98.8%	98.8%	98.7%
CEC (pending) Average Efficiency	98.5%	98.5%	98.5%	98.5%
Tare Loss	<1 W	<1 W	<1 W	<1 W
Temperature				
Ambient Temperature Range	-40°F to 140°F (-40C to 60C)		-40°F to 140°F (-40C to 60C)	
De-Rating Temperature	122°F (50C)		113°F (45C)	
Storage Temperature Range	-40°F to 167°F (-40C to 75C)		-40°F to 167°F (-40C to 75C)	
Relative Humidity (non-condensing)	0 - 95%		0 - 95%	
Operating Altitude	9,840 ft (3 km)		9,840 ft (3 km)	
Communications				
Advanced Graphical User Interface	WiFi			
Communication Interface	RJ-45 Ethernet			
Third-Party Monitoring Protocol	SunSpec Modbus TCP/IP			
Web-Based Monitoring	Optional			
Firmware Updates	Remote and Local			
Testing & Certifications (pending)				
Safety Listings & Certifications	UL 1741, IEEE 1547, UL 1998			
Advanced Grid Support Functionality	Rule 21, UL 1741SA (pending)			
Testing Agency	ETL			
FCC Compliance	FCC Part 15, Class A			
Warranty				
Standard and Options	5 Years Standard; Options for 10, 15 and 20 Years			
Enclosure				
Acoustic Noise Rating	55 dBA @ 1 m			
DC Disconnect	Integrated 2-Pole 250 A DC Disconnect			
Mounting Angle	Vertical only			
Dimensions	Height: 29.5 in. (750 mm) Width: 38.4 in. (975 mm) Depth: 15.1 in. (384 mm)			
Weight	230 lbs (104 kg)			
Enclosure Rating and Finish	Type 4X, Polyester Powder-Coated Aluminum			

Specifications subject to change.

SOLECTRIA SOLAR

Yaskawa Solectria Solar
360 Merrimack Street
Lawrence, MA 01843
solectria.com

1-978-683-9700
Email: inverters@solectria.com

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YASKAWA

APPENDIX C

PROJECT BENEFIT ANALYSIS

Johnston Solar Savings Analysis (PPA)

Generation	Year	Credit Value	Cost to PW	Value	Cost	Savings
8,500,000	1	\$ 0.15223	\$ 0.0914	\$ 1,293,955	\$ 776,900	\$ 517,055
8,457,500	2	\$ 0.15527	\$ 0.0914	\$ 1,313,235	\$ 773,016	\$ 540,219
8,415,213	3	\$ 0.15838	\$ 0.0914	\$ 1,332,802	\$ 769,150	\$ 563,652
8,373,136	4	\$ 0.16155	\$ 0.0914	\$ 1,352,661	\$ 765,305	\$ 587,356
8,331,271	5	\$ 0.16478	\$ 0.0914	\$ 1,372,816	\$ 761,478	\$ 611,337
8,289,614	6	\$ 0.16807	\$ 0.0914	\$ 1,393,270	\$ 757,671	\$ 635,600
8,248,166	7	\$ 0.17144	\$ 0.0914	\$ 1,414,030	\$ 753,882	\$ 660,148
8,206,925	8	\$ 0.17486	\$ 0.0914	\$ 1,435,099	\$ 750,113	\$ 684,986
8,165,891	9	\$ 0.17836	\$ 0.0914	\$ 1,456,482	\$ 746,362	\$ 710,120
8,125,061	10	\$ 0.18193	\$ 0.0914	\$ 1,478,184	\$ 742,631	\$ 735,553
8,084,436	11	\$ 0.18557	\$ 0.0914	\$ 1,500,209	\$ 738,917	\$ 761,291
8,044,014	12	\$ 0.18928	\$ 0.0914	\$ 1,522,562	\$ 735,223	\$ 787,339
8,003,794	13	\$ 0.19306	\$ 0.0914	\$ 1,545,248	\$ 731,547	\$ 813,701
7,963,775	14	\$ 0.19693	\$ 0.0914	\$ 1,568,272	\$ 727,889	\$ 840,383
7,923,956	15	\$ 0.20086	\$ 0.0914	\$ 1,591,639	\$ 724,250	\$ 867,390
7,884,336	16	\$ 0.20488	\$ 0.0914	\$ 1,615,355	\$ 720,628	\$ 894,727
7,844,915	17	\$ 0.20898	\$ 0.0914	\$ 1,639,424	\$ 717,025	\$ 922,399
7,805,690	18	\$ 0.21316	\$ 0.0914	\$ 1,663,851	\$ 713,440	\$ 950,411
7,766,662	19	\$ 0.21742	\$ 0.0914	\$ 1,688,643	\$ 709,873	\$ 978,770
7,727,828	20	\$ 0.22177	\$ 0.0914	\$ 1,713,803	\$ 706,323	\$ 1,007,480
7,689,189	21	\$ 0.22621	\$ 0.0914	\$ 1,739,339	\$ 702,792	\$ 1,036,547
7,650,743	22	\$ 0.23073	\$ 0.0914	\$ 1,765,255	\$ 699,278	\$ 1,065,977
7,612,489	23	\$ 0.23534	\$ 0.0914	\$ 1,791,557	\$ 695,782	\$ 1,095,776
7,574,427	24	\$ 0.24005	\$ 0.0914	\$ 1,818,252	\$ 692,303	\$ 1,125,949
7,536,555	25	\$ 0.24485	\$ 0.0914	\$ 1,845,344	\$ 688,841	\$ 1,156,502

Savings Total \$ 20,550,668

*Providence Water Retains RECs

**Assumes 2% Utility Rate Escalation per annum

Johnston Solar Credit Value (Small Commercial C-06)

		Supply	
10/1/17:3/31/18	\$	0.093500	
4/1/18:9/30/18	\$	0.081900	
		2018 Avg	\$ 0.0941500
		D & T	
Distribution	\$	0.039520	
Transmission	\$	0.027260	
Transition	\$	(0.008700)	
		Net	\$ 0.058080
		Total	\$ 0.15223

APPENDIX D

PROPOSED OPTION, LEASE, AND PPA AGREEMENT

OPTION TO LEASE AGREEMENT

Agreement:	This Option to Lease Agreement between Option Holder and Optionor	
Effective Date:	_____ 20__	
Parties:		
Optionor or Landlord:	Legal Name(s): _____ Address: _____ Phone: _____ Email: _____ Multiple persons shall be referred to as a single "Optionor" and all such persons shall be bound jointly and severally hereby.	
Option Holder or Tenant:	EDF Renewables Distributed Solutions, Inc.. ("EDF RE") 5 Commerce Avenue, West Lebanon, NH 03784	
Subject Property:	Address: _____ Description: _____ <i>Include - Total Acres; Parcel ID; Deed Book & Page; Other</i> The Subject Property is depicted or described on Exhibit A .	
Leased Premises or Premises:	Up to a _____-acre portion of the Subject Property, with the precise size and location of such portion to be determined by agreement of the Parties after due diligence	
Option:	An exclusive option to lease the Leased Premises , exercisable by Option Holder's delivery to Optionor of written notice of exercise on or before the Termination Date	
Option Payments and Due Dates:	Option Payment:	Due Date:
	\$ _____	The 10 th business day after the later of: (x) the Effective Date or (y) the date on which Optionor countersigns this Agreement and delivers an IRS Form W-9 to Option Holder
	\$ _____	_____, 20__
	\$ _____	_____, 20__
Termination Date:	The earliest to occur of the following: A. the date that Optionor and Option Holder (or its assign) execute and deliver a Lease (defined below); B. the date on which Option Holder delivers to Optionor a written notice terminating this Agreement; C. the date immediately following a Due Date if, the Option Payment due on such Due Date is not paid; D. the anniversary (one year after) the last Due Date set forth above.	
Option Term:	The period beginning on the Effective Date and ending on the Termination Date.	
Terms and Conditions:	The Terms and Conditions attached as Exhibit B , are incorporated into and made part of this Agreement.	

EDF

Optionor

Option to Lease Agreement (04122018)

Signature Page follows.



SIGNATURE PAGE TO OPTION TO LEASE AGREEMENT

In consideration of the Option Payment(s) and the mutual covenants and other good and valuable consideration set forth in this Agreement, Optionor and Option Holder agree to perform this Agreement in accordance with its terms, including the description of the Subject Property set forth on **Exhibit A** and the Terms and Conditions set forth in **Exhibit B**.

IN WITNESS WHEREOF, and intending to be bound in accordance with this Agreement, Optionor and Option Holder are executing and delivering this Agreement as of the Effective Date.

Name of Optionor

EDF Renewables Distributed Solutions, Inc.

By: _____
Name: _____
Title: _____
Duly Authorized

By: _____
Name: _____
Title: _____
Duly Authorized

Name of Optionor

By: _____
Name: _____
Title: _____
Duly Authorized

EXHIBIT A

Subject Property

The address of the Subject Property is:

The Subject Property is further described as:

The Subject Property, and if indicated, the Leased Premises are more particularly described as follows:

EXHIBIT B

Terms and Conditions
to
Option to Lease Agreement

These Terms and Conditions are incorporated into and made part of the Option to Lease Agreement to which these Terms and Conditions are attached as **Exhibit B**; and such Option to Lease Agreement, and all Exhibits to such Option to Lease Agreement are referred to as this “**Agreement**.” Capitalized terms used, but not defined, in these Terms and Conditions, have the meanings given to them elsewhere in this Agreement, including on the Cover Page.

1. **Grant of Exclusive Option to Lease.**

- a. ***Option.*** Optionor hereby grants to the Option Holder an exclusive option to lease (“**Option**”) from Optionor pursuant to a lease (the “**Lease**”) for the area of the Subject Property designated as the “Leased Premises”, which Lease shall conform with the provisions of this Agreement and which otherwise shall be in the form and substance agreed by Optionor and Option Holder. Optionor and Option Holder will negotiate the terms and provisions of the Lease, consistent with the requirements of this Agreement, with the intention of agreeing on a form of Lease prior to the final Due Date.
- b. ***Restrictions.*** During the Option Term, (i) Optionor will not extend to any person, other than Option Holder, its successors, or assigns, any right to lease, acquire, option, control, or use the Subject Property that would interfere with the Option, and (ii) will not enter into any new agreement, commitment, or arrangement that provides ownership, occupancy, or control rights with respect to the Subject Property to any person, other than Option Holder or its successors or assigns, that would interfere with the rights or obligations of the parties under this Agreement. Notwithstanding the foregoing, during the Option Term, Optionor may enter into farming, hunting, timber, or apiary leases with third parties with respect to the Subject Property, provided that any such third party leases shall be terminable by Optionor on no more than thirty (30) days’ notice to the tenants and sub-tenants thereunder and provided further that Optionor agrees to terminate or amend to exclude, upon or before the applicable Lease Start Date (defined below), any portion of said third-party leases that affect the contemplated use of the Leased Premises pursuant to the Lease.

2. **Optionor’s Title.** Optionor represents and warrants to Option Holder that Optionor is the sole owner of the Leased Premises in fee simple, free and clear of liens, encumbrances, and restrictions, except for liens, encumbrances, and restrictions that do not and will not interfere with or impair the rights of Option Holder under this Agreement or pursuant to any Lease. Optionor has all requisite power and authority to execute and deliver this Agreement and any Lease, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Optionor of this Agreement, and the performance by Optionor of its obligations hereunder, have been duly and validly authorized by all necessary action on the part of such Optionor.

3. **Consideration.** In consideration of the Option granted pursuant to this Agreement, Option Holder shall pay to Optionor the Option Payment or Option Payments. If Option Holder fails to tender any Option Payment by the applicable Due Date, then the Option shall lapse and the Option Term shall terminate as of the day immediately following such Due Date.

4. **Exercise of the Option.** The Option Holder may exercise its Option hereunder by delivering to Optionor, at any time during the Option Term prior to the Termination Date, written notice of exercise, which notice shall include a description of the tract or tracts Option Holder is exercising its right to lease (i.e. the Leased Premises) (the “**Option Notice**”). Not later than five (5) business days after Optionor’s receipt of the Option Notice, Option Holder shall execute and acknowledge a copy of the Lease and a memorandum of lease in recordable form (“**Memorandum of Lease**”) with the legal description of the Leased Premises set forth in the Option Notice attached to each and deliver same to Optionor. Not later than fourteen (14) business after receipt of Option Holder’s executed Lease and Memorandum of Lease, Optionor shall execute and acknowledge same and deliver fully executed counterparts of each to Option Holder. The Lease shall be effective on the date on which the last of the Parties executes the Lease, which shall not be later than thirty (30) business days following the date of the Option Notice.
5. **Lease Provisions.** During the Option Term the Optionor and the Option Holder will exercise good faith, commercially reasonable efforts to negotiate and draft a Lease that includes mutually agreed terms and provisions; provided, however, that, except as set forth on **Attachment B-2**, each of Option Holder and Optionor shall not object to the inclusion of the following provisions in the Lease:
- a. **Use of Leased Premises.** The following uses shall be permitted on the Leased Premises pursuant to the Lease: the development, permitting, staging, construction, interconnection, operation, maintenance, replacement, and removal of a solar photovoltaic electricity generating facility together with related improvements, one or more substations, transmission poles as necessary or useful to such facilities (collectively, the “**System**”). The System shall be the Tenant’s personal property and shall not be or be deemed a fixture or part of any real property.
 - b. **Leased Premises.** The exact location and size of the Leased Premises shall be as agreed in writing, by Landlord and Tenant.
 - c. **Lease Fee.**
 - i. **Lease Fee.** In consideration of the lease of the Leased Premises, commencing the Lease Start Date (defined below) and through the last day of the Lease Term (defined below), the Tenant shall pay to Landlord an annual lease fee (the “**Lease Fee**”) as set forth on **Attachment B-1**, with different Lease Fee levels applicable based on whether the Lease Fee is due prior to, or after, the Commercial Operation Date (defined below).
 - ii. **Payment.** Except as set forth on **Attachment B-1**, the Lease Fee shall be payable: (A) monthly in advance, prior to the Commercial Operation Date, on the Effective Date and the first day of each calendar month thereafter through the Commercial Operation Date, and subject to proration for less than full calendar months; and (B) from and after the Commercial Operation Date, annually in advance on the Commercial Operation Date and on each anniversary of the Commercial Operation Date during the Lease Term, subject to proration if the Lease Term does not end on an anniversary of the Commercial Operation Date.
 - iii. “**Commercial Operation Date**” means the date when, in Tenant’s sole discretion, the System is ready to generate electricity and has received all approvals and consents from the interconnecting utility to operate.
 - d. **Lease Term.** The Lease shall be effective from the date the Lease first is executed and delivered by the Landlord and Tenant (“**Lease Start Date**”) through the twenty-fifth (25th) anniversary of the Commercial Operation Date, subject to extension at the option of the Tenant for up to two (2) extension

periods of five (5) years each, subject to early termination upon default, as mutually agreed, and subject to the Removal Period (defined below). The period during which the Lease will be effective is the “**Lease Term**.” Each period of 12 consecutive months commencing the Commercial Operation Date or any anniversary of the Commercial Operation Date during the Lease Term is referred to as a “**Lease Year**.”

- e. **Removal Period.** There shall be a “**Removal Period**” commencing on the last day of the Lease Term and ending on the date the System is removed from the Leased Premises or, if earlier, the 270th day after the last day of the Lease Term. During the Removal Period, on condition that Tenant pays Landlord a prorated Lease Fee based on the total days included in the Removal Period, Tenant shall have the right to access and use the Leased Premises solely for the purpose of removing the System from the Leased Premises.
- f. **Easements.** As a material condition to the Tenant’s obligations under the Lease, as of the Lease Start Date, Landlord shall grant to Tenant and Tenant’s assignees, the following irrevocable, fully-paid easements and rights of ways (“**Easements**”) over the Landlord’s property (including the Subject Property and any adjacent parcels owned or controlled by Landlord), with the location of each Easement to be determined upon final site plan approval, and with the duration of the Easements to be at least co-extensive with the Lease Term, including any extensions, with certain Easements being perpetual:
 - i. Construction and Maintenance Easement. A temporary construction and access easement in, upon, over, along, above, and under a portion of Landlord’s property abutting the Leased Premises as necessary for Tenant and its agents and subcontractors to access the Leased Premises and to construct, maintain, operate, and remove the System thereon. This Easement shall continue through the last day of any Removal Period.
 - ii. Utility Interconnection Easements. An Easement in favor of Tenant and an Easement in favor of the local utility for the installation, operation, maintenance, repair and replacement of utility lines and connections in, upon, over, along, above, and under Landlord’s property, as are necessary for the operation of the System. The interconnection Easement in favor of the local utility shall be perpetual, and shall include such other terms as may be required by the local utility.
 - iii. Ingress and Egress. An Easement for access to the Leased Premises suitable for vehicular travel associated with construction, operation, maintenance, and removal of the System upon, over, along, and under a portion of Landlord’s property abutting the Leased Premises through to a suitable public right of way. This Easement shall continue through the last day of the Removal Period.
 - iv. Solar. An easement restricting placement of buildings or structures or placement or growth of vegetation (including trees) on all or any portion of the Landlord’s property that would impair the passage of sunlight onto the System on the Leased Premises.
- g. **Removal of Tenant’s Components.**
 - i. Removal by Tenant. Prior to the last day of any Removal Period, Tenant will remove the System, including any foundations to a depth of at least three (3) feet.
 - ii. Removal by Landlord. If Tenant fails to remove any of the System as provided in subclause 5.g.i by the last day of the Removal Period, Landlord may remove the System from the Premises and dispose of the System in Landlord’s sole discretion. If Landlord removes such System at Landlord’s

expense, then, within thirty (30) days after receipt of an invoice from Landlord, Tenant will reimburse Landlord for all reasonable out-of-pocket costs incurred by Landlord to remove the System as required by the Lease, less any salvage value received by Landlord.

- h. ***Tenant's Liability.*** Tenant assumes sole responsibility and liability to all persons and authorities related to Tenant's possession, occupancy, and use of the Leased Premises and will defend, indemnify, and hold Landlord harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Premises, excluding claims of liability or damage to person or property to the extent due to Landlord or Landlord's use of the Leased Premises, or related to claims occurring prior to the Lease Term.
 - i. ***Insurance.*** At all times during the Lease Term and throughout any Removal Period, Landlord and Tenant shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each with the premiums thereon fully paid on or before due date, affording minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.
 - j. ***Taxes.*** All real property taxes and assessments with respect to the Leased Premises shall be the responsibility of, and shall be paid when due by, the Landlord. Tenant shall be responsible for, and shall pay when due, all personal property taxes imposed or assessed with respect to the Tenant's improvements on the Leased Premises, including the System.
6. **Removal of Improvements.** If Optionor permits Option Holder to make or construct improvements or place equipment in, upon, over, along, above, or under the Subject Property and no Lease is entered into between the Parties, Option Holder, at its sole cost and expense, will remove any improvements or equipment it placed in, upon, over, along, above, and under the Subject Property and repair any damage caused by it to as close to the same condition as the Subject Property was in prior to the making or construction of such improvements or placement of any such equipment on the Subject Property.
7. **Due Diligence; Permitting.** Optionor grants to Option Holder and its employees, consultants, agents, and subcontractors, during the Option Term at reasonable times and upon reasonable notice, access to the Subject Property, including the Leased Premises, for the purpose of conducting such investigation and diligence of the Subject Property, including the Leased Premises, as Option Holder deems necessary, including, but not limited to, inspections, structural analysis, surveys, geotechnical testing, and inspection, review, and testing to determine environmental conditions. All tests, inspections, analyses, surveys, inspections, investigations or reviews shall be conducted by parties qualified and, where applicable, licensed to conduct such tests, inspections, analyses, surveys, inspections, or reviews. In addition, during the Option Term, at Option Holder's cost and expense, Optionor, will execute, deliver, file, and submit permit applications for, and will provide commercially reasonable cooperation to Option Holder with respect to the procurement of, permits and approvals from governmental authorities or local utilities necessary or appropriate to Option Holder's proposed use of the Leased Premises pursuant to the Lease. Option Holder shall pay the costs of all tests, inspections, analyses, surveys, inspections, investigations or reviews, permit applications, supporting submissions, and undertake the due diligence, attendance at meetings of permitting authorities, and related activities at its sole cost and expense. **Attachment B-2** may grant to Option Holder additional use and access rights during the Option Term.
8. **Confidentiality.** For a period of two years after the Option Term and during any Lease Term, as applicable (the "**Confidentiality Term**"), neither Optionor nor Option Holder (each, a "**Receiving Party**") will disclose or use, except as required to perform or enforce this Agreement or the Lease, any "Confidential Information" (defined below) of the other party (a "**Disclosing Party**"). A Receiving Party may provide the

Disclosing Party's Confidential Information to the Receiving Party's, officers, directors, members, managers, employees, agents, contractors, and consultants (collectively, "**Representatives**"), and affiliates, lenders, and potential assignees of this Agreement, in each case whose access is reasonably necessary to the negotiation and performance of this Agreement or the Lease. Each such Representative recipient of Confidential Information shall be informed by the Receiving Party making such disclosure of the confidential nature of the Confidential Information so disclosed and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Receiving Party shall be liable (with respect to the other Disclosing Party) for any breach of this provision by any Representative of the Receiving Party. Each Receiving Party agrees that the Disclosing Party would be irreparably injured by a breach of this provision by the Receiving Party or its Representatives and that the Disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of this provision. Upon the request of a Disclosing Party made any time during the Confidentiality Term, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information in the Receiving Party's possession or under the Receiving Party's control. The term "**Confidential Information**" means the nonpublic, confidential or proprietary information of the Disclosing Party, including 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 the condition of the Subject Property or the Leased Premises to the extent not publicly available (except to the extent publicly available due to the fault of the Receiving Party). The grant of Option and the Lease provisions outlined in Section 5, and the Option Holder's right to access and investigate the Subject Property under Section 6 shall not be "Confidential Information" of either party; but the consideration being paid for the Option pursuant to this Agreement is "Confidential Information" of the Option Holder.

9. **Assignment.** Option Holder has the right to assign this Agreement or any right of Option Holder under this Agreement (including the Option Holder's rights to enter into the Lease) to any other person, effective upon written notice received by Optionor and without the consent of the Optionor. This Agreement and all rights and obligations of Optionor hereunder shall be assigned and delegated by Optionor to the successor-in-interest of Optionor, if any, in and to the ownership of the Subject Property. On the effective date of such assignment, the assignee shall accept and succeed to all of the Optionor's rights and obligations under this Agreement.
10. **Notices.** Any notices or communication required or contemplated hereunder shall be made in writing and transmitted electronically, in person, via an established overnight courier (e.g. FedEx, DHL, or UPS), or by first-class mail, addressed as provided on the Cover Page:
11. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state or commonwealth where the Subject Property is located, without regards to principles of conflicts of laws thereof.
12. **Exhibits; Attachments.** All Exhibits and Attachments attached hereto are an integral part of this Agreement and are incorporated herein by reference.
13. **No Rights or Obligations to Third Parties.** Except as otherwise expressly provided in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties to, any person or entity other than Optionor and Option Holder.
14. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE SUBJECT PROPERTY OR ARISING OUT OF THIS AGREEMENT OR THE LEASE.

15. **Further Assurances.** Each of the Optionor and the Option Holder agree to provide such information, execute and deliver any instruments and documents, and to take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
16. **Cure Period.** Each of the Optionor and Option Holder may cure any failure to pay any payment due under this Agreement by tendering the payment due no later than 10 days after the applicable due date. Similarly, each of the Optionor and the Option Holder shall have the right to cure any default or breach of this Agreement if such cure is effected before the earlier to occur of: (a) 30 days after such breach or default occurs; or (b) 15 days following receipt by such party from the non-breaching party of notice of such party's breach or default.
17. **Additional Provisions.** Any provisions of this Agreement in addition to those set forth on the Cover Page, the Signature Page, or any Exhibit to this Agreement are as set forth on **Attachment B-2.**



ATTACHMENT B-1

LEASE FEE

1. From the Lease Start Date through the Commercial Operation Date, the "Lease Fee" shall be:

2. From and after the Commercial Operation Date, The Lease Fee shall equal approximately _____ Dollars (\$_____) per acre of Leased Premises, rounded to the nearest surveyed 1/100th of an acre, per year.

ATTACHMENT B-2

Additional Terms and Conditions

The additional terms and conditions set forth on this Attachment 2 supersede and replace any inconsistent term or provision of the Agreement.

**FORM OF
SOLAR POWER PURCHASE AGREEMENT**

by and between

_____,
a *[[identify state] corporation/limited liability company]*

and

_____,
a *[[identify state] corporation/limited liability company/limited partnership]*

Dated as of _____, 20__

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Exhibit A – Description of Solar Facility and Facility Site

Attachment A to Exhibit A – Anticipated Energy Production

Exhibit B – Energy Pricing

Exhibit C – Termination Payment

Exhibit D – Form of Memorandum of Installation of Solar Facility and Grant of License

SOLAR POWER PURCHASE AGREEMENT

This SOLAR POWER PURCHASE AGREEMENT (this “Agreement”), dated as of [____], 20[___] (the “Effective Date”), is made by and between [____], a *[[identify state] corporation/limited liability company]* (“Supplier”), and [____], a *[[identify state] corporation/limited liability company/limited partnership]* (“Purchaser”) (each, a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Supplier develops, constructs, installs, owns, operates and maintains solar energy facilities and sells the energy output from such facilities;

WHEREAS, Purchaser owns, rents or controls, directly or indirectly, the *[[facility/ building/site]* located at *[[insert address]]* (the “Property”);

WHEREAS, Supplier desires to develop, construct, install, own, operate and maintain an electric grid-connected photovoltaic solar energy facility with a total nameplate capacity of approximately __ kW (the “Solar Facility”) on a portion of the Property as delineated on Exhibit A attached hereto, (the “Facility Site”);

WHEREAS, Supplier desires to sell to Purchaser the electric energy output of the Solar Facility and to provide certain other services associated with that sale, in accordance with the terms and conditions set forth herein; and

WHEREAS, Purchaser desires to purchase the electric energy output of the Solar Facility in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Definitions and Interpretation

1.1 Definitions.

Unless otherwise required by the context in which any term appears, capitalized terms used in this Agreement shall have the respective meanings set forth below:

“Additional Payment” has the meaning set forth in Section 15.2.

“After-Tax Basis” has the meaning set forth in Section 15.2.

“Agreement” means this Solar Power Purchase Agreement, including the exhibits and attachments appended hereto.

“Anticipated Energy Production” means the amount of energy anticipated to be produced by the Solar Facility in each Contract Year, as set forth in Attachment A to Exhibit A.

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

“Automated Clearing House Transaction” means a batch-processed, value-dated, electronic funds transfer between an originating and a receiving bank.

“Base Payment” has the meaning set forth in Section 15.2

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in *[state where Solar Facility is located]* are required or authorized by Applicable Law to be closed for business.

“Certifying Engineer” means the reputable and licensed engineer selected by Purchaser from a list of three (3) such engineers proposed by Supplier.

“Commencement” has the meaning set forth in Section 2.1.

“Commercial Operation Date” means the date, as determined by Supplier and after the Solar Facility Testing, on which (i) the Solar Facility is fully operational and available to produce electricity, and (ii) Energy is delivered through the Facility Meter to the Interconnection Point.

“Confidential Information” means any non-public confidential or proprietary information of a Party or its affiliates or any of its or their Representatives relating to this Agreement or the Solar Facility and revealed to the other Party or the other Party’s affiliates or any of its or their Representatives in connection with this Agreement. Confidential Information shall include the terms and conditions of this Agreement.

“Contract Year” means the one (1) year period beginning on the Commercial Operation Date and ending on the first anniversary of such date, and each one (1) year period ending on each anniversary of the Commercial Operation Date thereafter through the end of the Term.

“Deemed Energy Generation” has the meaning set forth in Section 3.2.

“Default” means either a Purchaser Default or a Supplier Default.

“Delivery Point” means the point at which Energy from the Solar Facility is delivered to Purchaser and Purchaser takes title to such Energy, which shall be the Interconnection Point.

“Dispute” has the meaning set forth in Section 14.1.

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

“Emergency” means any condition of the Solar Facility, the Facility Site or the facilities owned or operated by Purchaser that use or distribute Energy, which condition (i) is reasonably determined to require immediate action to prevent or limit harm to persons or the

environment, loss of life or property, or (ii) would materially impair Purchaser's ability to conduct its business at the Property in a reasonable manner.

"Energy" means all electric energy produced by the Solar Facility.

"Energy Price" has the meaning set forth in Section 4.1.

"Environmental Attributes" means any and all current or future credits, benefits, emissions reductions, environmental air quality credits, emissions reduction credits, renewable energy credits, offsets and allowances, attributable to the Solar Facility during the Term, in compliance with and to the extent permitted by Applicable Law, or otherwise attributable to the generation, purchase, sale or use of Energy from or by the Solar Facility during the Term, howsoever entitled or named, resulting from the avoidance, reduction, displacement or offset of the emission of any gas, chemical or other substance, including any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur or carbon, with particulate matter, soot or mercury, or implementing the United Nations Framework Convention on Climate Change (UNFCCC) or the Kyoto Protocol to the UNFCCC or crediting "early action" emissions reduction, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency (or any successor agency), or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes, and any Green Tag Reporting Rights and other reporting rights to such Environmental Attributes. One (1) MWh of electrical energy from the Solar Facility corresponds to one (1) MWh of Environmental Attributes.

"Expiration Date" has the meaning set forth in Section 7.1.

"Facility Meter" has the meaning set forth in Section 6.3.1.

"Facility Site" has the meaning set forth in the third recital.

"Financing Party" means any individual or entity (i) providing money or extending credit (including any lease financing) to Supplier or any affiliate of Supplier in connection with the Solar Facility for the construction, term or permanent financing of the Solar Facility or (ii) acquiring a direct or indirect interest in Supplier or any affiliate of Supplier, the Solar Facility, or the entity owning the Solar Facility as a part of a transaction, including transactions to ensure that the Solar Facility is owned at least in part by an individual or entity able to use the Renewable Energy Incentives associated with holding an ownership interest in the Solar Facility (including any subsequent transferees of any such individual or entity).

"FMV" means fair market value.

"Force Majeure" means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance. Without limiting the generality of the foregoing, a Force Majeure may include: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions, landslides, and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the claiming Party; (iii) acts of war or public disorders, civil disturbances, riots,

insurrections, sabotage, epidemics, terrorist acts, or rebellions; (iv) strikes or labor disputes; (v) conditions at the Facility Site (including subsurface conditions and environmental contamination); (vi) unavailability of materials; (vii) breakdown of the Solar Facility, provided that the Solar Facility has been maintained in accordance with industry standards; (viii) action by a Governmental Authority that prevents Supplier from performing under this Agreement, including a moratorium on any activities related to this Agreement and also including the exercise of eminent domain; and (ix) the inability of one of the Parties, despite its reasonable efforts, to obtain, in a timely manner, any Governmental Approval necessary to enable the claiming Party to fulfill its obligations in accordance with this Agreement. Force Majeure shall not be based on (a) Purchaser's inability to use economically Energy purchased hereunder, (b) Supplier's ability to sell Energy at a price greater than the price of Energy under this Agreement, or (c) economic hardship of either Party.

"Formal Negotiations" has the meaning set forth in Section 14.1.

"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 including any governmental or quasi-governmental entity or independent system operator or regional transmission operator.

"Green Tag Reporting Rights" means the right to report ownership of accumulated "green tags" associated with renewable energy generation in compliance with and to the extent permitted by Applicable Law and include, without limitation, rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program or emissions trading program (including, if applicable, pursuant to the Western Renewable Energy Generation Information System Operating Rules).

"Incentives" means Environmental Attributes and Renewable Energy Incentives.

"Indemnifying Party" has the meaning set forth in Section 10.

"Indemnitee" has the meaning set forth in Section 10.

"Initial Term" has the meaning set forth in Section 7.1.

"Insolation" means the amount of solar energy per square meter falling on the Facility Site.

"Interconnection Point" means the point where the Solar Facility is interconnected with electrical equipment at the Property, as identified in Exhibit A.

"Interest Rate" means a daily rate equal to the lower of (i) two percent (2%) over the average daily rate set forth as the "Prime Rate" in the "Money Rates" table in The Wall Street Journal, New York edition and (ii) the maximum lawful rate, in either case (a) on the date that payment from Purchaser to Supplier becomes due and payable or (b) on the date that Purchaser paid an overcharged amount to Supplier, as applicable; provided, however, that if such publication is discontinued, the Parties shall agree on an alternate publication which provides equivalent information.

"kWh" means kilowatt hours.

“kWh Rates” has the meaning set forth in Section 4.1.

“License” has the meaning set forth in Section 5.1.

“Local Utility” means the local utility distribution company whose service territory includes the Property.

“Memorandum” has the meaning set forth in Section 15.8.

“Monitoring Application” means the web-based monitoring application used to monitor performance of the Solar Facility.

“Monthly Period” means the period commencing on the Commercial Operation Date and ending on the last day of the calendar month in which the Commercial Operation Date occurs, and, thereafter, all subsequent one (1)-calendar month periods during the Term.

“Option Price” has the meaning set forth in Section 9.7.1.

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

“Person” means any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization, firm or other entity, or a Governmental Authority.

“Pledge” has the meaning set forth in Section 15.5.

“Pledge Assignee” has the meaning set forth in Section 15.5.

“Pledge Notice” has the meaning set forth in Section 15.5.

“Property” has the meaning set forth in the second recital.

“Purchase Date” has the meaning set forth in Section 9.7.1.

“Purchase Option” has the meaning set forth in Section 9.7.1.

“Purchaser” has the meaning set forth in the preamble, including permitted successors and assigns.

“Purchaser Default” has the meaning set forth in Section 8.1.

“Rebates” means any and all Governmental Authority or Local Utility rebates or other similar funding offered for the development of photovoltaic solar facilities.

“Records” has the meaning set forth in Section 4.3.4.

“Renewable Energy Incentives” means: (i) federal, state, or local tax credits associated with the construction, ownership, or production of electricity from the Solar Facility (including credits under Sections 38 and 45 of the Internal Revenue Code of 1986, as amended); (ii) any investment tax credits and any other tax credits associated with the Solar Facility (including credits under Sections 38 and 48 of the Internal Revenue Code of 1986, as amended); (iii) any state, federal or private cash

payments or grants relating in any way to the Solar Facility or the output thereof; (iv) state, federal or private grants or other benefits related to the Solar Facility or the output thereof; (v) any Rebates; and (vi) any other form of incentive that is not an Environmental Attribute that is available with respect to the Solar Facility.

“Renewal Term” has the meaning set forth in Section 7.2.

“Representatives” has the meaning set forth in Section 15.1.

“Solar Facility” has the meaning set forth in the third recital including solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections; provided, however, that the term Solar Facility shall only include equipment and materials up to but not including the Interconnection Point.

“Solar Facility Testing” has the meaning set forth in Section 2.5.

“Supplier” has the meaning set forth in the preamble, including permitted successors and assigns. For purposes of access rights and other rights necessary for Supplier to perform its obligations hereunder, the term “Supplier” shall include Supplier’s authorized agents, contractors and subcontractors.

“Supplier Default” has the meaning set forth in Section 8.2.

“Term” means the Initial Term and, if applicable, any Renewal Term.

“Termination Date” has the meaning set forth in Section 7.1.

“Termination Notice” has the meaning set forth in Section 9.3.

“Termination Payment” has the meaning specified in Exhibit C.

“Transfer Taxes” has the meaning set forth in Section 4.2.

“U.S. Dollars” means the legal currency of the United States of America.

“Utility” has the meaning set forth in Section 15.14.

1.2 Interpretation.

1.2.1 The headings used in this Agreement do not affect its interpretation.

1.2.2 Words used in this Agreement importing the singular include the plural and vice versa.

1.2.3 The use in this Agreement of the term “including” means “including, without limitation.”

1.2.4 The words “herein”, “hereof”, “hereunder”, “hereby”, “hereto”, “hereinafter”, and other words of similar import refer to this Agreement as a whole, including the exhibits and attachments, as the same may from time to time be amended, modified, supplemented

or restated, and not to any particular article, section, subsection, paragraph, subparagraph or clause contained in this Agreement.

1.2.5 Each of Supplier and Purchaser acknowledges that each Party has been represented by counsel in connection with the negotiation and execution of this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived.

2. Construction, Installation and Ownership of the Solar Facility.

2.1 Conditions Precedent to Commencement of Construction and Installation.

Commencement by Supplier of construction and installation activities with respect to the Solar Facility ("Commencement") shall be subject to the satisfaction of the following conditions precedent:

(a) Supplier's receipt of all necessary management and board approvals for this Agreement and the transactions contemplated herein;

(b) Supplier shall have determined, to Supplier's reasonable satisfaction: (i) the structural integrity and suitability of the Facility Site for purposes of supporting the Solar Facility as designed, and (ii) that there is a suitable Interconnection Point, located within an acceptable distance from the Facility Site, of sufficient capacity to accommodate the Solar Facility as designed;

(c) Supplier shall have entered into the applicable contracts for equipment procurement, construction and installation of the Solar Facility;

(d) Supplier shall have obtained the permits, consents, licenses and other approvals and authorizations required by Applicable Law, on terms and conditions reasonably acceptable to Supplier in its reasonable discretion, to be obtained by Supplier in order to develop, construct, install, own, operate and maintain the Solar Facility and to produce and sell or otherwise utilize, in its sole discretion, Energy and/or Environmental Attributes generated by the Solar Facility;

(e) Purchaser shall have obtained from any Purchaser mortgagee and/or lessor of the Property any consents and/or subordination and non-disturbance agreements required by Supplier or its Financing Party, in a form reasonably satisfactory to Supplier or its Financing Party, as a condition to the installation of the Solar Facility;

(f) Each Party shall have obtained the insurance required under Section 12.1 or 12.2, as applicable and shall have supplied the other Party with a certificate of insurance evidencing such insurance;

(g) There has been no material change in Incentives that would adversely affect the economics of the installation and/or operation of the Solar Facility for Supplier and/or its Financing Parties;

(h) Supplier shall have obtained the necessary financing on commercially reasonable market-based terms to develop, construct, install, own, operate, and maintain the Solar Facility; and

(i) No change in Applicable Laws has occurred that results in Supplier being or being deemed to be a “public utility” or “electric utility” in offering or performing under this Agreement.

2.2 Failure to Satisfy Conditions Precedent to Commencement of Construction and Installation.

If any of the conditions precedent set forth in Section 2.1 are not satisfied or waived by Supplier, then Supplier shall have the unilateral right to terminate this Agreement by written notice to Purchaser without any further financial or other obligation to Purchaser as a result of such termination.

2.3 Consent to Construction and Installation.

2.3.1 Purchaser consents to the construction and installation of the Solar Facility by Supplier on the Facility Site and to Supplier granting its Financing Party a security interest in the Solar Facility, and Purchaser covenants to exercise commercially reasonable efforts to obtain any consents and/or subordination and non-disturbance agreements required by Supplier or its Financing Party as a condition to the installation/financing of the Solar Facility from any Purchaser mortgagee and/or lessor of the Property.

2.3.2 Purchaser acknowledges that the installation of all or a portion of the Solar Facility will require physically mounting and adhering the Solar Facility to the roofs of the buildings, structures and fixtures appurtenant to the Facility Site or to the ground or a combination thereof, and consents to the foregoing.

2.4 Construction and Installation.

Subject to Section 2.1, Supplier shall cause the Solar Facility to be designed, engineered, installed and constructed substantially in accordance with the terms of this Agreement and Applicable Law. At the request of Purchaser, Supplier shall give Purchaser reports and updates on the progress of installation of the Solar Facility.

2.5 Solar Facility Testing.

2.5.1 Prior to the Commercial Operation Date, Supplier will conduct testing of the Solar Facility (“Solar Facility Testing”). Supplier will notify Purchaser not less than [five (5) Business Days] prior to the anticipated date of Solar Facility Testing. Purchaser and its representatives will have the right, but not the obligation, to be present at and observe the Solar Facility Testing, at Purchaser’s sole cost. Following (i) the results of Solar Facility Testing indicating that the Solar Facility is capable of generating Energy for [] continuous hours], using such instruments and meters as have been properly installed for such purposes, and (ii) the Solar Facility having been approved for interconnected operation by the Local Utility, if such approval is required by the Local Utility, Supplier shall send a written notice to Purchaser, that the Solar Facility is substantially complete and identifying the Commercial Operation Date. If Solar Facility Testing does not indicate that the Solar Facility is capable of generating Energy for [] continuous hours], then Supplier shall perform adjustments and repairs to the Solar Facility, and Solar Facility Testing shall be re-performed in accordance with this Section 2.5 (including the notice provisions).

2.5.2 Purchaser shall purchase Energy generated during the Solar Facility Testing at a rate equal to the Energy Price.

2.6 Assistance with Local Utility Approvals.

Notwithstanding that Supplier shall have the primary responsibility for preparing applications and obtaining all permits, licenses and approvals required for the Solar Facility under this Agreement, Purchaser agrees to assist Supplier in obtaining the necessary permits, licenses and approvals in connection with the construction, installation, operation and maintenance of the Solar Facility, including the submission of applications for interconnection of the Solar Facility with the Local Utility.

2.7 Solar Facility Ownership.

2.7.1 Title to Solar Facility. Unless Purchaser exercises the Purchase Option as specified in Section 9.7.1 or Supplier otherwise transfers title to Purchaser, Supplier or its Financing Party shall at all times retain title to the Solar Facility. The Parties agree and acknowledge that, unless Purchaser exercises the Purchase Option or Supplier otherwise transfers title to Purchaser: (i) the Solar Facility shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code and no part of the Solar Facility shall attach to or be deemed a part of, or fixture to, the Property notwithstanding the manner in which the Solar Facility is or may be affixed to any real property of Purchaser; and (ii) Purchaser shall have no right, title or interest in the Solar Facility or any component thereof, notwithstanding that the Solar Facility may be physically mounted or affixed to the Property. In accordance with the foregoing, Purchaser covenants that it will not (a) assert or affirmatively claim, including in any agreement or contract, that the Solar Facility is not personal property of Supplier or is not owned by Supplier or its Financing Party, or (b) enter into any security agreement or similar document that specifies the Solar Facility as being part of the collateral for the lien or security interest therein. If there is any mortgage, fixture filing or legal action of any kind against the Property where parts of the Solar Facility are located which could reasonably be construed as prospectively attaching to the Solar Facility as a fixture of the Property, Purchaser shall, at Supplier's request, provide to the lien holder or claimant, as applicable, a statement that the Parties have agreed that the Solar Facility, including any and all parts and components, are the personal property of the Supplier or its Financing Party and exercise commercially reasonable efforts to obtain an acknowledgement from such lien holder or claimant that it does not have a security interest in the Solar Facility.

2.8 Supplier's Right to Incentives.

Purchaser's purchase of Energy hereunder does not include Incentives. Supplier shall have the sole right and entitlement to any Incentives, and any and all Incentives shall be payable to and shall be the sole property of Supplier. Without limiting the foregoing, Supplier shall have the right, in its sole discretion, to utilize, sell or transfer any Incentives to Purchaser or to any third party. Purchaser shall cooperate with and assist Supplier as necessary to enable Supplier to obtain all available Incentives, including by immediately assigning to Supplier any Incentive that Purchaser may receive from the Local Utility, any Governmental Authority or any other Person, and Purchaser shall take all actions reasonably necessary to assure and document Supplier's rights and title with respect to Incentives. Notwithstanding anything to the contrary in this Section 2.8, Supplier agrees to transfer to the Local Utility any Environmental Attributes that the Local Utility requires to be

transferred in accordance with the rules governing delivery of a bundled product under the Local Utility's net metering program.

2.9 Renewable Energy Incentive Assistance by Purchaser.

At Supplier's expense, Purchaser shall take all reasonable measures to assist Supplier in obtaining all Renewable Energy Incentives currently available or subsequently made available in connection with the ownership, installation, operation and maintenance of the Solar Facility and shall promptly deliver to Supplier any Renewable Energy Incentive to which Supplier is entitled, if such Renewable Energy Incentive is received by Purchaser. If Purchaser fails to act in good faith in completing documentation or taking actions reasonably requested by Supplier, and such failure results in the loss of a Renewable Energy Incentive, Purchaser shall reimburse Supplier for the full amount of such lost Renewable Energy Incentive.

2.10 Title to and Risk of Loss of Energy.

Title to and risk of loss for the Energy will transfer from Supplier to Purchaser at the Delivery Point.

2.11 Anticipated Energy Production.

The Solar Facility is anticipated to generate annually the number of kWhs indicated in Attachment A to Exhibit A. The amounts set forth therein are estimates provided for planning and budgeting purposes only. Supplier makes no representation, warranty or guarantee of any kind regarding the output of the Solar Facility.

3. **Purchase and Sale of Energy.**

3.1 Purchase and Sale of Energy.

In accordance with the terms and conditions set forth herein, commencing on the Commercial Operation Date and continuing throughout the Term, Supplier agrees to sell and deliver to Purchaser at the Delivery Point and Purchaser agrees to purchase and accept from Supplier at the Delivery Point, all Energy, including: (i) all Energy produced by the Solar Facility and used by Purchaser at the Property, and (ii) all Energy produced by the Solar Facility and delivered to the Local Utility in accordance with the Local Utility's net metering program. Purchaser acknowledges and agrees that it is required to take and/or pay for (a) all Energy produced by the Solar Facility and delivered to the Delivery Point and (b) in accordance with Section 3.2, all Deemed Energy Generation. Energy and Deemed Energy Generation shall be calculated and billed on the basis of kWhs of Energy.

3.2 Deemed Energy Generation.

If during the Term, and through no fault of Supplier, Purchaser causes or requests the Solar Facility to be shut down or causes an event that materially reduces the production of Energy by the Solar Facility, Purchaser agrees to pay Supplier for Energy that would otherwise have been produced during the period of such reduction or shutdown ("Deemed Energy Generation"). Unless Purchaser and Supplier mutually agree to an alternate methodology: (i) during the first Contract Year, Deemed Energy Generation for reductions and temporary shutdowns shall be based on the Energy

generated by the Solar Facility on the most recent day of full operation, and (ii) following the first Contract Year, Deemed Energy Generation shall be based on the actual Energy generated by the Solar Facility during the same period on a daily basis in the previous Contract Year; provided, however, if known circumstances occurred that had a significant impact on production during the relevant period in the previous Contract Year, the most recent day of full operation shall be used to calculate Deemed Energy Generation. Purchaser shall give Supplier as much advance notice as possible of any known events that would cause a significant reduction in the production of Energy by the Solar Facility. In addition to paying the Energy Price for Deemed Energy Generation, Purchaser shall pay Supplier for (a) the value of the all Incentives associated with the Deemed Energy Generation, and (b) the lost benefit of Renewable Energy Incentives associated with the Deemed Energy Generation. In the invoice provided for the applicable Monthly Period, Supplier shall specifically identify and provide calculations for any amounts due under this Section 3.2.

3.3 Additional Energy Demands of Purchaser.

Purchaser is solely responsible for obtaining or otherwise arranging for the energy services required to meet Purchaser's demand that is not met from production from the Solar Facility.

4. Price and Payment.

4.1 Price.

Purchaser shall pay Supplier for Energy and Deemed Energy Generation at the rates per kWh (the "kWh Rates") set forth in Exhibit B (the "Energy Price"), plus any additional amounts required pursuant to Section 3.2 or Section 4.2.

4.2 Taxes.

The Energy Price does not include taxes. Except for taxes imposed on Supplier based on or measured by net income and except to the extent that Purchaser is prohibited from doing so by Applicable Law, Purchaser shall pay and be responsible for all sales, use, excise, ad valorem, transfer and other similar taxes ("Transfer Taxes") imposed by any taxing authority that arise out of or relate to (i) the purchase or sale of Energy or Deemed Energy Generation or (ii) Purchaser's purchase of the Solar Facility pursuant to Section 9.7.1 (regardless of whether such Transfer Taxes are imposed on Supplier or Purchaser), together with any interest, penalties or additions to taxes payable with respect to such Transfer Taxes. Supplier will pay and be responsible for any sales or use tax imposed with respect to Supplier's acquisition and installation of the Solar Facility. Supplier shall not be liable for any property taxes or assessments associated with the Property and Purchaser shall timely pay or reimburse Supplier, as applicable, for any such property taxes or assessments imposed upon Supplier in connection with the Solar Facility or Supplier's use, improvements, additions or modifications to the Facility Site.

4.3 Billing and Payment.

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

4.3.1 Invoices; Payment of Invoices.

(a) For each Monthly Period during the Term, Supplier shall provide an invoice to Purchaser on a monthly basis, within ten (10) Business Days following the end of the relevant Monthly Period.

(b) Invoices provided by Supplier will include: (i) the amount of Energy delivered to Purchaser for the preceding month as measured by the Facility Meter, (ii) the relevant kWh Rate for Energy, (iii) amounts due for Deemed Energy Generation, if any, and (iv) the total amount to be paid by Purchaser to Supplier for Energy and Deemed Energy Generation for the relevant Monthly Period. Purchaser shall pay to Supplier without setoffs or deductions the amount invoiced in U.S. Dollars and such payment shall be made by check, an Automated Clearing House transaction or by wire transfer of immediately available funds to the bank account designated by Supplier. Purchaser shall pay the invoiced amounts within twenty (20) days after the date of the relevant invoice.

4.3.2 Invoice Errors. Within twenty (20) days of the date of any invoice, Purchaser may provide written notice to Supplier of any alleged error therein; provided, however, Purchaser shall pay the full amount of that invoice when due in accordance with Section 4.3.1. If Supplier disagrees with an allegation of an invoice error, Supplier shall provide a response to Purchaser within ten (10) days of notice from Purchaser alleging the error, and the Parties shall meet, telephonically or otherwise, within ten (10) days of Supplier's response for the purpose of attempting to resolve the dispute. Any amounts deemed an overcharge will be refunded or credited as a set-off against the next invoice or invoices, as applicable, to Purchaser with interest at the Interest Rate accruing from the date paid by Purchaser until the date of refund or credit. Except for invoice errors discovered as a result of an audit conducted in accordance with Section 4.3.4, if Purchaser fails to provide notice to Supplier of an alleged invoice error within twenty (20) days of the date of the invoice, Purchaser shall be deemed to have waived its right to dispute the amount of that invoice. In the event that Supplier discovers any invoice error that resulted in an undercharge to Purchaser, Supplier may include the undercharged amount in a subsequent monthly invoice. No interest will be due with respect to such undercharge so long as Purchaser pays the undercharged amount by the due date for the subsequent invoice. Thereafter, interest will accrue at the Interest Rate from the due date of the subsequent invoice until the date paid.

4.3.3 Late Payments. Any payment not made within the time limits specified in Section 4.3.1 shall bear interest at the Interest Rate from the date on which such payment was originally required to have been made through and including the date such payment is actually received by Supplier.

4.3.4 Monitoring and Financial Audits. Supplier shall allow Purchaser remote "view-only" access to the Monitoring Application. In addition, Supplier shall provide to Purchaser (and internal and external auditors, inspectors, regulators and other representatives that Purchaser may designate) access upon reasonable advance notice and at reasonable hours to Supplier personnel and to the records and other pertinent information (including Facility Meter readings for Energy), all to the extent relevant to the invoices provided by Supplier under this Agreement ("Records"). Such access to the Monitoring Application and Records shall be provided for the purpose of enabling Purchaser to perform audits and inspections to verify the accuracy and completeness of invoices. If any such audit reveals an overcharge by Supplier that has been paid by Purchaser, and Supplier does not successfully dispute the amount questioned by such audit in accordance with Section 4.3.2, Supplier shall promptly pay to Purchaser the amount of such

overcharge, together with interest at the Interest Rate accruing from the date of Supplier's receipt of such overcharge through and including the date that Supplier pays back such overcharge and interest to Purchaser. Purchaser shall provide all audit results to Supplier promptly after completion of the audit, if any. If Supplier's review of such audit results reveals an undercharge by Supplier, Supplier may include the undercharged amount in a subsequent monthly invoice. No interest will be due with respect to such undercharge so long as Purchaser pays the undercharged amount by the due date for the subsequent invoice. Thereafter, interest will accrue at the Interest Rate from the due date of the subsequent invoice until the date paid. Supplier shall retain all Records, and Purchaser shall retain copies of all invoices delivered under this Agreement, for a period of at least two (2) years after the creation of the Record or delivery of the invoice, or such longer period as may be required under Applicable Law.

5. **License and Related Rights and Obligations; Non-Interference with Solar Facility.**

5.1 **Grant of License.**

Supplier shall have unrestricted access to the Facility Site for the purposes of constructing, installing, operating, maintaining, repairing, replacing, adding to, and removing the Solar Facility, and any and all uses ancillary thereto or required to allow Supplier to perform (or cause to be performed) Supplier's obligations under this Agreement. Purchaser hereby grants to Supplier, and Supplier hereby accepts from Purchaser in accordance with the terms hereof, a non-exclusive license (i) to use the Facility Site for the purposes set forth in the foregoing sentence and (ii) to access the remainder of the Property, including for ingress and egress to the Facility Site for the purposes set forth in the foregoing sentence (the "License"). Except as otherwise expressly provided in this Agreement, the License shall be irrevocable during the Term and for a period of one hundred eighty (180) days following the end of the Term for the sole purpose of removing the Solar Facility and restoring the Property in accordance with the terms and conditions of this Agreement, provided, however, in the event that Purchaser obtains title to the Solar Facility, the License shall expire as of the date that title transfers from Supplier to Purchaser and Supplier has had a reasonable opportunity to remove any Supplier property not transferred to Purchaser, if any. Upon the earlier of (a) Supplier's removal of the Solar Facility and restoration of the Property and (b) the expiration of such one hundred eighty (180) day period, the License granted hereunder shall terminate. The License shall be binding upon and shall inure to the benefit of the Parties and their respective representatives, successors and assigns.

5.2 **Use of Rights; Adherence to Safety Protocols.**

To the extent commercially practicable, Supplier shall utilize the rights granted hereunder in a manner that does not unreasonably interfere with the use of the Property by Purchaser or Purchaser's guests, invitees, tenants, licensees or other visitors. Purchaser shall inform Supplier of any safety protocols or procedures generally applicable to Purchaser's operation of its business at the Property, and Supplier shall, to the extent applicable and practicable, follow such protocols and procedures.

5.3 Insolation.

Purchaser acknowledges that Insolation is essential to the value of the rights granted hereunder. Accordingly, to the extent within Purchaser's reasonable control, Purchaser shall not permit any interference with Insolation on, at or adjacent to the Property that would result in a diminution of the Insolation associated with the Property or Facility Site. Purchaser will not (i) construct or, to the extent within Purchaser's reasonable control, permit to be constructed any structure on or adjacent to the Property or Facility Site that would adversely affect Insolation levels or (ii) permit the growth of foliage that could adversely affect Insolation levels. The area of the Facility Site over which the Insolation is to remain unobstructed by Purchaser will consist horizontally and vertically of any area on or above the surface of the Property that would result in any obstruction of Insolation to the Facility Site.

5.4 Utility Services.

Purchaser shall provide Supplier access to Purchaser's utility services, including, but not, limited to, water and electricity, in connection with the construction, installation, maintenance, and removal of the Solar Facility and the metering of Energy and for other purposes reasonably required by Supplier in order to perform its obligations hereunder.

5.5 Restrictions on Purchaser Activities.

5.5.1 Purchaser shall not initiate, conduct or permit activities on, in or about the Property, including on the Facility Site, that could cause damage, impairment or otherwise adversely affect the Solar Facility. In addition, Purchaser shall not take any action that would cause or to the extent within Purchaser's reasonable control, allow activities at any property adjacent to the Property that could cause damage, impairment or otherwise adversely affect the Solar Facility.

5.5.2 Purchaser shall not take any action or fail to take any action that causes the Solar Facility to be impaired, shutdown or that otherwise results in a reduction of Energy deliveries to Purchaser; provided, however, that Purchaser may take such actions as are reasonable in the case of an Emergency to protect the Solar Facility or the Property.

5.5.3 Throughout the period that the License is in effect, Purchaser shall (and/or shall ensure that its employees, agents, contractors and other third parties whom it directs shall) refrain from disturbing the Solar Facility or undertaking to repair, disassemble, move, conduct operation or maintenance activities or otherwise work on the Solar Facility.

5.6 Costs and Expenses Arising from Purchaser Activities.

If Purchaser requests that Supplier suspend generation of Energy by the Solar Facility and remove all or part of the Solar Facility in order to conduct repairs or for any other reason, in addition to amounts owed for Deemed Energy Generation in accordance with Section 3.2, Purchaser shall be solely responsible for all costs and expenses associated with the removal, storage, reinstallation and re-commissioning of the Solar Facility, as applicable.

6. Operation and Maintenance of Solar Facility.

6.1 O&M Work.

Supplier, at its sole cost and expense, shall provide or cause an affiliate or third party to provide operation, repair, monitoring and maintenance services for the Solar Facility during the Term, including the monitoring and maintenance of metering equipment used to determine the quantity of Energy produced by the Solar Facility.

6.2 Malfunctions and Emergencies.

6.2.1 Each of Purchaser and Supplier shall cooperate with and notify the other Party within twenty-four (24) hours following the discovery of any damage to or malfunction in the operation of the Solar Facility or ancillary events or circumstances that will or could impact the operation of the Solar Facility. Each of Purchaser and Supplier shall notify the other Party immediately upon the discovery of an Emergency that has impacted, or reasonably may impact, the Solar Facility and cooperate with respect to such Emergency. For notifications under this Section 6.2.1, the Parties shall contact the persons set forth in Section 15.7.

6.2.2 Supplier shall commence repairs to any malfunction of the Solar Facility and restore the supply of Energy as soon as reasonably practicable after notice or upon its own discovery of any interruption in the supply of Energy. If an Emergency exists with respect to the Solar Facility, Supplier shall dispatch the appropriate personnel immediately upon becoming aware thereof to perform the necessary repairs or corrective action in an expeditious and safe manner and Purchaser shall immediately provide any necessary access or assistance necessary by such personnel to remedy the Emergency.

6.3 Metering.

Maintenance and Testing. Supplier shall install, own and maintain a kWh meter with net-metering capabilities (“Facility Meter”) that will measure all Energy. The Facility Meter shall be kept under seal, such seal to be broken only when the Facility Meter is to be tested, adjusted, modified or relocated. Supplier shall, at its sole cost and expense, test the Facility Meter for accuracy in accordance with the manufacturer’s protocols or recommendations. Supplier shall give Purchaser reasonable advance notice of such tests and Purchaser shall have the right to be present for and to observe such tests. Either Party may request additional testing of the Facility Meter, and such additional testing shall be conducted at the requesting Party’s sole cost and expense. If the Facility Meter is found to be inaccurate by more than two and one half percent (2.5%), the Facility Meter shall be repaired and recalibrated at the expense of Supplier and invoices to Purchaser shall be recalculated to reflect the inaccuracy found, and overcharged or undercharged amounts shall be trued-up in the next invoice delivered by Supplier to Purchaser hereunder. If the time period of inaccuracy is not known, adjustment will be made for half of the billing period since the last Facility Meter test.

7. Term; Termination.

7.1 Initial Term.

The initial term of this Agreement (the “Initial Term”) shall commence on the Effective Date and shall expire on the twenty-fifth (25th) anniversary of the Commercial Operation Date (the “Expiration Date”), unless and until terminated earlier pursuant to this Agreement (the date of any such termination, the “Termination Date”).

7.2 Options to Renew.

If Purchaser is not in default at the end of the Initial Term or any term during which this Agreement has been renewed (each a “Renewal Term”), Purchaser may renew this Agreement; provided that, if Purchaser leases the Property, in no event shall any Renewal Term extend beyond the term of Purchaser’s lease of the Property. In order to renew this Agreement, at least one hundred twenty (120) days prior to the expiration of the Initial Term or the applicable Renewal Term, Purchaser must give Supplier written notice setting forth Purchaser’s desired length for the Renewal Term, provided that such renewal shall not exceed five (5) years, absent Supplier’s acceptance. Supplier will send Purchaser a renewal proposal setting forth its proposed kWh Rates for the Monthly Periods during the Renewal Term and any other additional terms and conditions for the Renewal Term. If Supplier and Purchaser have not agreed to the kWh Rates and terms and conditions for the Renewal Term within thirty (30) days after Purchaser’s receipt of Purchaser’s proposal, or such longer period as may be agreed between the Parties, then this Agreement will expire on the Expiration Date, or if this Agreement has previously been renewed, on the last day of the relevant Renewal Term.

8. **Defaults.**

8.1 **Purchaser Default.**

The occurrence at any time of any of the following events shall constitute a default by Purchaser hereunder (“Purchaser Default”):

(a) Failure to Pay: Failure of Purchaser to make any payment when due if such failure is not remedied within thirty (30) days after written notice that such payment is owing;

(b) Failure to Provide Access to Solar Facility: Purchaser fails to provide Supplier with access to the Solar Facility and such failure is not cured within two (2) days thereafter;

(c) Failure to Maintain Required Insurance: Purchaser fails to maintain the insurance required under Section 12.2 and such failure is not cured within five (5) Business Days after notice of the failure;

(d) Abandonment of Property; Failure to Maintain Interest in Property: Before the end of the Term, Purchaser vacates or abandons the Property or transfers its interest in the Property to an entity other than as set forth in Section 15.4, or otherwise fails to be the fee owner of the Property or hold a leasehold interest in the Property;

(e) Refusal to Sign Authorizations; Breach of Local Utility Requirements: Purchaser’s refusal to sign authorizations needed to obtain any Incentive or purposeful breach of any term of the operations standards and requirements imposed by the Local Utility and required for interconnection and operation of the Solar Facility;

(f) Fraud or Willful Misconduct: Purchaser’s actual fraud or willful misconduct in connection with this Agreement;

(g) Failure to Perform Other Obligations: Other than as set forth in clauses (a), (b), (c), (d), (e), and (f), above, Purchaser fails to perform, or cause to be performed any material obligation required to be performed by Purchaser under this Agreement, or any representation or warranty of Purchaser herein fails to be true and correct as and when made; provided that Purchaser shall have a period of thirty (30) days after receipt of written notice from Supplier of such failure to

cure the same and a Purchaser Default shall not be deemed to exist during such period; provided, further, that if such breach is not reasonably capable of being cured within such thirty (30) day period and Purchaser is diligently and continuously proceeding to effectuate the cure, the cure period shall be extended up to a maximum of one hundred twenty (120) additional days; or

(h) Bankruptcy: (i) Purchaser admits in writing its inability to pay its debts generally as they become due; (ii) Purchaser files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other Applicable Law or statute of the United States of America or any state, district or territory thereof; (iii) Purchaser makes an assignment for the benefit of creditors; (iv) Purchaser consents to the appointment of a trustee or receiver of the whole or any substantial part of its assets; (v) Purchaser has a petition in bankruptcy filed against it, and such petition is not dismissed within sixty (60) days after the filing thereof; (vi) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Purchaser's assets, and such order, judgment or decree is not vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or (vii) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Purchaser's assets and such custody or control is not terminated or stayed within sixty (60) days from the date of assumption of such custody or control.

8.2 Supplier Default.

The occurrence at any time of the following events shall constitute a default by Supplier hereunder ("Supplier Default"):

(a) Failure to Maintain Required Insurance: Supplier fails to maintain the insurance required under Section 12.1 and such failure is not cured within twenty (20) Business Days after notice of the failure;

(b) Fraud or Willful Misconduct: Supplier's actual fraud or willful misconduct in connection with this Agreement;

(c) Failure to Perform Obligations: Other than as set forth in clauses (a) and (b), above, the failure of Supplier to perform, or cause to be performed any material obligation required to be performed by Supplier under this Agreement, or the failure of any representation and warranty of Supplier to be true and correct as and when made; provided that Supplier shall have a period of thirty (30) days after receipt of written notice from Supplier of such failure to cure the same and a Supplier Default shall not be deemed to exist during such period; provided, further, that if such breach is not reasonably capable of being cured within such thirty (30) day period and Supplier is diligently and continuously proceeding to effectuate the cure, the cure period shall be extended up to a maximum of one hundred twenty (120) additional days; or

(d) Bankruptcy: (i) Supplier admits in writing its inability to pay its debts generally as they become due; (ii) Supplier files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other Applicable Law or statute of the United States of America or any state, district or territory thereof; (iii) Supplier makes an assignment for the benefit of creditors; (iv) Supplier consents to the appointment of a trustee or receiver of the whole or any substantial part of its assets; (v) Supplier has a petition in bankruptcy filed against it, and such petition is not dismissed within sixty (60) days after the filing thereof; (vi) a court of competent

jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Supplier's assets, and such order, judgment or decree is not vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or (vii) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Supplier's assets and such custody or control is not terminated or stayed within sixty (60) days from the date of assumption of such custody or control.

9. Remedies Following Default.

9.1 Purchaser Remedies.

Subject to the limitation set forth in Sections 9.5 and the requirements for termination set forth in Section 9.3, upon the occurrence and notice to Supplier of a Supplier Default and failure to cure such Supplier Default during the applicable cure period set forth in Section 8.2, Purchaser shall have the right (but not the obligation) to exercise all remedies available at law or in equity, including the right to receive from Supplier direct damages incurred by Purchaser in connection with the Supplier Default (including during any applicable cure period).

9.2 Supplier Remedies.

Subject to the limitation set forth in Section 9.5 and the requirements for termination set forth in Section 9.3, upon the occurrence and notice to Purchaser of a Purchaser Default and failure to cure such Purchaser Default during the applicable cure period set forth in Section 8.1, Supplier shall have the right (but not the obligation): (i) to suspend performance of its obligations hereunder, and, if permissible under the Local Utility's net metering rules, sell to a third party, free and clear of any claims by Purchaser, all Energy for such period during which Supplier suspends performance hereunder, and (ii) to exercise all remedies available at law or in equity, including the right to receive from Purchaser direct damages incurred by Supplier in connection with the Purchaser Default (including during any applicable cure period), including damages associated with Deemed Energy Generation calculated in accordance with Section 3.2.

9.3 Termination Rights.

If a Default has occurred and has not been remedied within the applicable cure period (if any), and subject to the right of a Pledge Assignee to cure a Supplier Default as specified in Section 15.5, the non-defaulting Party may terminate this Agreement by delivering a written notice to the defaulting Party ("Termination Notice") within twenty (20) days after the end of the applicable cure period, or within twenty (20) days after the Default if no cure period applies, and if so delivered, this Agreement shall be of no further force or effect as of the date set forth in the Termination Notice (which date may be no earlier than the date that the non-defaulting Party delivers the Termination Notice); provided, however, that the non-defaulting Party's right to terminate this Agreement with respect to the occurrence of a Default shall be deemed waived if the defaulting Party cures the Default prior to the date it receives the applicable Termination Notice, regardless of whether such cure is effected after the expiration of any applicable cure period; provided, further, that, subject to the limitation set forth in Section 9.5, the non-defaulting Party shall retain the right to pursue available damages incurred in connection with the Default (including during any applicable cure period) or other remedies available at law or in equity for such Default and to terminate this Agreement by reason of any subsequent Default. If Purchaser is the defaulting Party, then Purchaser shall pay

Supplier, as liquidated damages, the Termination Payment specified in Exhibit C, and Supplier's right to collect the Termination Payment shall be in addition to Supplier's rights to exercise all other rights and remedies available at law or in equity.

9.4 No Consequential Damages.

NOTHING IN THIS AGREEMENT IS INTENDED TO CAUSE EITHER PARTY TO BE, AND NEITHER PARTY SHALL BE, LIABLE TO THE OTHER PARTY FOR ANY LOST BUSINESS, LOST PROFITS OR REVENUES FROM OTHERS OR OTHER INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, ALL CLAIMS FOR WHICH ARE HEREBY IRREVOCABLY WAIVED BY PURCHASER AND SUPPLIER. NOTWITHSTANDING THE FOREGOING, NO LIABILITY RELATED TO INCENTIVES, INCLUDING ANY REBATE, AND NONE OF THE PAYMENTS FOR ENERGY NOR DEEMED ENERGY GENERATION NOR ANY OTHER AMOUNT SPECIFIED AS PAYABLE BY PURCHASER TO SUPPLIER UNDER THIS AGREEMENT SHALL BE DEEMED CONSEQUENTIAL DAMAGES.

9.5 Maximum Liability.

Except with respect to liability for third party claims in accordance with Section 10, unless due to gross negligence or willful misconduct, each Party's maximum liability to the other Party hereunder shall not exceed **[PROJECT SPECIFIC DOLLAR AMOUNT TO BE INSERTED PRIOR TO PRESENTING AGREEMENT TO PURCHASER]**. With respect to liability for third party claims in accordance with Section 10, unless due to gross negligence or willful misconduct, each Party's maximum liability to the other Party hereunder shall not exceed **[DOLLAR AMOUNT TO BE INSERTED]**.

9.6 Effect of Termination of Agreement.

9.6.1 Remaining Obligations; Survival. Upon the Termination Date or the Expiration Date, as applicable, any amounts then owing by a Party to the other Party shall become due and payable according to the terms of this Agreement and, other than the surviving obligations as set forth in this Section 9.6.1, future performance obligations of Purchaser and Supplier under this Agreement shall be terminated. Termination or expiration shall not relieve either Party from any obligations that accrued prior to the Termination Date or Expiration Date, as applicable. In addition: (i) the obligations of the Parties under this Agreement with respect to indemnification will survive the termination or expiration of this Agreement for the period set forth in the applicable statute of limitations associated with the respective indemnity claims; (ii) the obligations of the Parties with respect to Confidential Information under Section 15.1 shall survive for three (3) years following the termination or expiration of this Agreement; and (iii) the obligations of the Parties under Sections 2.7, 2.8, 2.9, 3.2, 4.2, 4.3, 5.1, 5.2, 5.4, 5.5, 9.4, 9.5, 9.6, 14.2, and 15.2 shall survive indefinitely.

9.6.2 Termination Payment. In the event of a termination due to a Purchaser Default, no later than ten (10) Business Days after the Termination Date, Purchaser shall pay to Supplier the applicable Termination Payment specified in Exhibit C. IN THE EVENT SUPPLIER TERMINATES THIS AGREEMENT DUE TO A PURCHASER DEFAULT, THE AMOUNT OF THE TERMINATION PAYMENT SHALL BE PAID BY PURCHASER AS LIQUIDATED DAMAGES. PURCHASER AND SUPPLIER HEREBY ACKNOWLEDGE AND AGREE THAT

THE TERMINATION PAYMENT CONSTITUTES LIQUIDATED DAMAGES AND SUPPLIER'S ACTUAL DAMAGES IN THE EVENT OF SUCH A BREACH OF THIS AGREEMENT BY PURCHASER WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT SUCH AMOUNT OF THE TERMINATION PAYMENT IS THE PARTIES' BEST AND MOST ACCURATE ESTIMATE OF THE DAMAGES THAT SUPPLIER WOULD SUFFER IN THE EVENT THIS AGREEMENT IS TERMINATED DUE TO A PURCHASER DEFAULT, AND THAT SUCH ESTIMATE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT. PURCHASER SHALL REMAIN LIABLE FOR OTHER INDEMNITY, DAMAGE AND PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

9.6.3 Removal of Solar Facility. Subject to Section 9.7.1, upon the expiration or termination of this Agreement, Supplier shall have the option to remove the Solar Facility from the Property. If Supplier elects to remove the Solar Facility: (i) Supplier shall restore and repair any damage to the Property to its condition existing prior to the installation of the Solar Facility to the extent pertaining to any changes caused by the installation of the Solar Facility, subject to normal wear and tear occurring during the Term; (ii) Purchaser shall make the Property accessible for such purposes, and (iii) the Parties shall schedule a mutually convenient date for removal, but (a) in no case earlier than ten (10) Business Days after the delivery of the Termination Notice under Section 9.3, if this Agreement is terminated early due to a Default, and (b) in no case later than one hundred eighty (180) days following the expiration or termination of this Agreement. Supplier shall bear the costs of removal of the Solar Facility and restoration of the Property, unless this Agreement is terminated due to a Purchaser Default, in which case Purchaser shall bear such removal and restoration costs. The Parties' respective obligations regarding the Solar Facility and the Property set forth in this Agreement shall remain in effect until such date as Purchaser obtains title to the Solar Facility, if any, or Supplier removes the Solar Facility and restores the Property in accordance with this Section 9.6.3, if any.

9.7 Purchase Option.

9.7.1 Purchaser shall have an option to purchase the Solar Facility ("Purchase Option") as follows: (1) following the end of the Initial Term on a date specified by Purchaser during the last one hundred twenty (120) days of the Initial Term, or (ii) if this Agreement is terminated due to a Supplier Default, on a date specified by Purchaser in the Notice of Termination or in a separate notice delivered prior to the tenth (10th) Business Day following the Notice of Termination (the date identified in any of the foregoing clauses, the "Purchase Date"); provided that the Purchase Date must occur at least ninety (90) days after Purchaser provides notice that it wishes to exercise the Purchase Option. If Purchaser exercises the Purchase Option, the purchase price shall equal the greater of: (a) the FMV of the Solar Facility, as determined by an independent appraiser in accordance with Section 9.7.2, and (b) the Termination Payment applicable as of the date the Purchase Option is exercised, as set forth in Exhibit C (such greater amount the "Option Price"). The procedure for exercising the Purchase Option shall be as follows:

(a) Within thirty (30) days of Supplier's receipt of Purchaser's notice that it wishes to exercise the Purchase Option, the Parties shall mutually select the independent appraiser to determine the FMV in accordance with Section 9.7.2, and the appraiser shall set forth the determination in a written opinion delivered to the Parties within twenty (20) days of the selection of such appraiser;

(b) Purchaser shall have a period of thirty (30) days after the appraiser's delivery of the determination of FMV to confirm or retract, in writing, its decision to exercise the Purchase Option. In the event Purchaser confirms its exercise of the Purchase Option, the Parties shall promptly execute all documents necessary to cause title to the Solar Facility to pass to Purchaser on the Purchase Date upon Purchaser's payment of the Option Price, free and clear of any liens caused by Supplier, and to terminate this Agreement as of the Purchase Date and assign all permits, approvals and warranties related to the ownership and operation of the Solar Facility, to the extent assignable, to Purchaser, such assignments to be effective as of the Purchase Date; and

(c) Purchaser shall pay the Option Price to Supplier on the Purchase Date, such payment to be made in accordance with any previous written instructions delivered to Purchaser by Supplier or Supplier's Financing Party, as applicable, for payments under this Agreement; provided that the amount paid by Purchaser in accordance with Section 9.6.2, if applicable, shall be credited toward the Option Price. In the event Purchaser (1) retracts its exercise of, or does not timely confirm, the Purchase Option, or (2) does not pay the Option price in full as set forth herein, this Agreement shall continue in full force and effect. If Purchaser elects to exercise the Purchase Option, but fails to complete such purchase in accordance with this Agreement, Supplier, in its sole discretion, may elect, within thirty (30) days, to terminate this Agreement and remove the Solar Facility in accordance with Section 9.6.3.

9.7.2 Appraisal. The Parties shall mutually select an independent appraiser with expertise in the solar photovoltaic industry to determine in good faith the FMV of the Solar Facility and to set forth such determination in a written opinion delivered to the Parties. If the Parties cannot reach mutual agreement on an independent appraiser within ten (10) days of Purchaser's notice to Supplier of its intent to exercise the Purchase Option, within three (3) days of the expiration of such ten (10) day period each Party shall select an appraiser and the two selected appraisers shall, within ten (10) days choose a third appraiser, who together with the appraiser selected by each Party, will conduct the appraisal required under the Purchase Option. The FMV shall be as agreed upon by the appraisers and if they cannot reach agreement, the FMV shall be as determined by the third appraiser. Whether for one or three appraisers, the cost of the FMV appraisal shall be borne by the Supplier. The valuation made by the appraiser(s) shall be binding upon the Parties in the absence of fraud or manifest error.

10. Indemnification.

Subject to the limitation on liability set forth in Section 9.5, each Party (the "Indemnifying Party") shall indemnify the other Party and its affiliates, directors, officers, employees and agents, and in the case of Supplier, its Financing Party (collectively the "Indemnitee"), from and against any and all costs, claims, and expenses incurred in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person, but only to the extent caused by the negligence or willful misconduct of the Indemnifying Party or its agents or employees or others under the Indemnifying Party's control or Default of the Indemnifying Party; provided that Indemnifying Party's obligations shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of the other Party or the Indemnitee.

11. Covenants, Representations and Warranties.

11.1 Mutual Covenants, Representations and Warranties.

In addition to any other covenants, representations and warranties contained in this Agreement, each Party covenants, represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(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 (i) any contract or agreement to which it or any of its affiliates (including subsidiaries) is a party or by which it or any of its affiliates or its or their property is bound; (ii) its organizational documents; or (iii) any Applicable Laws (including but not limited to rules and regulations).

11.2 Additional Covenant of Supplier.

During the Term, Supplier shall operate and maintain the Solar Facility in compliance with all Applicable Laws.

11.3 Additional Covenants, Representations and Warranties of Purchaser.

11.3.1 Purchaser represents to Supplier that it is the fee owner of the Property and Facility Site or holds a leasehold interest in the Property and Facility Site, with a term that extends far enough beyond the Initial Term to allow the exercise of rights and performance of obligation of the Parties hereunder.

11.3.2 Purchaser shall cooperate with and assist Supplier to obtain permits and approvals needed to construct, own, operate and maintain the Solar Facility, including by providing consents and executing with the Local Utility such agreements as may be necessary to facilitate the interconnection of the Solar Facility with the distribution system, and the ongoing operation and maintenance of the Solar Facility.

11.3.3 Purchaser covenants that, throughout the period that the License is in effect, it shall advise Supplier in writing of any lease obligations and/or restrictions that would affect the construction, installation, operation, maintenance, repair or removal of the Solar Facility.

Purchaser shall be responsible for any costs and expenses that are associated with any lease obligations and/or restrictions that were not revealed to Supplier prior to the Effective Date of this Agreement.

12. **Insurance.**

12.1 **Supplier's Insurance.**

12.1.1 At all times during the Term, Supplier shall maintain, or cause to be maintained, the following coverages at its sole expense:

(a) **General Liability:** (i) commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of one million dollars (\$1,000,000) per occurrence and in the aggregate, endorsed to provide contractual liability in said amount, specifically covering Supplier's obligations under this Agreement and naming Purchaser as an additional insured, and (ii) an umbrella insurance policy in a minimum limit of liability of [ten million dollars (\$10,000,000)];

(b) **Workers Compensation Insurance:** workers' compensation and employers' liability insurance coverage in accordance with the requirements of Applicable Law; and

(c) **Business Auto Insurance:** business auto insurance for bodily injury and property damage with limits of one million dollars (\$1,000,000) per occurrence and in the aggregate.

12.1.2 **Other Insurance Policies.** Any insurance maintained by Supplier, other than as set forth in Section 12.1.1, is for the exclusive benefit of Supplier and shall not in any manner inure to the benefit of Purchaser.

12.2 **Purchaser's Insurance.**

12.2.1 At all times during the Term, Purchaser shall maintain, or cause to be maintained, the following coverages at its sole expense:

(a) **General Liability:** (i) commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of one million dollars (\$1,000,000) per occurrence and in the aggregate, endorsed to provide contractual liability in said amount, specifically covering Purchaser's obligations under this Agreement and naming Supplier as an additional insured, and (ii) an umbrella insurance policy in a minimum limit of liability of [ten million dollars (\$10,000,000)];

(b) **Workers Compensation Insurance:** workers' compensation insurance coverage in accordance with the requirements of Applicable Law;

(c) **Business Auto Insurance:** business auto insurance for bodily injury and property damage with limits of one million dollars (\$1,000,000) per occurrence and in the aggregate; and

(d) Property Insurance: property and business interruption/loss of rent insurance with respect to the Property with commercially reasonable coverages and limits (which need not cover the Solar Facility).

12.2.2 Other Insurance Policies. Any insurance maintained by Purchaser, other than as set forth in Section 12.2.1, is for the exclusive benefit of Purchaser and shall not in any manner inure to the benefit of Supplier.

12.3 Evidence of Insurance.

Within ten (10) days after execution of this Agreement and upon annual renewal thereafter, each Party shall deliver to the other Party certificates of insurance evidencing the coverage required under Section 12.1 or 12.2, as applicable. Such certificates shall specify that the other Party shall be given at least ten (30) days prior written notice by the insurer in the event of any material modification, cancellation or termination of coverage.

12.4 No Right of Contribution; Waiver of Subrogation

The policies required by each Party under Section 12.1 or 12.2, as applicable, shall (i) be primary coverage without right of contribution from any insurance of the other Party, and (ii) provide the other Party with a waiver of subrogation.

12.5 Insurer Qualifications.

All insurance required hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

12.6 Compensation Obligations.

The provisions of this Agreement shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies. The liability of the Parties shall not be limited by insurance coverage maintained.

13. Force Majeure.

13.1 Excuse of Performance Due to Force Majeure.

To the extent that either Party is prevented or delayed by Force Majeure from carrying out, in whole or in part, its obligations under this Agreement (other than the payments of money) and such Party gives notice and details of the Force Majeure to the other Party as soon as practicable (and in any event within five (5) Business Days after the claiming Party knows or reasonably should have known that the Force Majeure is preventing or will prevent its performance), then (i) the claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments of money)) but only to the extent affected by such Force Majeure, and (ii) the time for performance (other than the payments of money) shall be extended for the period of delay or inability to perform due to such Force Majeure. The claiming Party shall

use commercially reasonable efforts to eliminate or avoid the Force Majeure and to resume promptly the performance of its obligations hereunder; provided that neither Party shall be required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party in its sole discretion. In addition, the non-claiming Party will 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. ***[**Note to groSolar: if groSolar agrees to an Initial Term of less than 20 years, add language stating that the Initial Term will be extended day-for-day for each day that a Party's performance is excused in full due to Force Majeure.**]***

13.2 Termination Due to Force Majeure.

If a Force Majeure has occurred that has affected either Party's performance of its obligations under this Agreement and has continued for a consecutive period of one (1) calendar year, then either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party, and at the end of such thirty (30) day period, this Agreement will terminate if the Force Majeure is still in effect. If the Solar Facility is damaged or destroyed by a Force Majeure, Supplier may, but shall have no obligation to repair or rebuild the Solar Facility and recommence delivery of Energy to Purchaser. Supplier shall notify Purchaser within sixty (60) days of the occurrence of a Force Majeure that damages or destroys the Solar Facility as to whether Supplier intends to repair or rebuild the Solar Facility and the date that Supplier expects to recommence delivery of Energy to Purchaser. Upon recommencement of the delivery of Energy to Purchaser, all terms and conditions of this Agreement will be in full force and effect.

14. Dispute Resolution.

14.1 Notice of Dispute/Formal Negotiations.

In the event that there is any controversy, claim or dispute between the Parties hereto arising out of or related to this Agreement, or the breach hereof, that the Parties are unable to resolve by informal discussions and negotiations in the normal course of business ("Dispute"), either Party may, by written notice to the other, invoke formal negotiations in accordance with the procedures set forth herein ("Formal Negotiations"). The written notice invoking Formal Negotiations shall set forth in reasonable detail the nature, background and circumstances of the Dispute. During the thirty (30) day period following said written notice, senior officers of the Parties shall meet, confer and negotiate in good faith to resolve the Dispute.

14.2 Legal Action.

In the event that (i) the Party receiving the written notice of Formal Negotiations set forth in Section 14.1 fails to respond within ten (10) Business Days or (ii) the Dispute cannot be settled or resolved amicably by the Parties during the thirty (30) day period of Formal Negotiations provided for in Section 14.1, then either Party may seek any and all remedies available to it at law or in equity. Any suit arising out of or in connection with a Dispute, whether for legal or equitable relief, shall be filed exclusively in the state or federal courts located in San Diego, California. Purchaser and Supplier irrevocably submit to the exclusive jurisdiction of such courts located in San Diego, California, for the purposes of any suit, claim or cause of action relating to a Dispute. Purchaser irrevocably and unconditionally waives (and agrees not to plead or claim), and Supplier irrevocably and unconditionally waives (and agrees not to plead or claim), any objection to the laying of venue

of any action, suit or proceeding relating to a Dispute in such courts or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. If any legal action is brought for the enforcement of this Agreement or because of any Dispute, the prevailing party shall be entitled to reimbursement from the non-prevailing party of all substantiated attorneys' fees, expert fees, costs and expenses reasonably incurred in conjunction with the resolution of such Dispute.

15. **Miscellaneous Provisions.**

15.1 **Confidential Information.**

Neither Party will use any Confidential Information for any purpose except such Party's performance under this Agreement or in connection with any sale or financing. Furthermore, neither Party will disclose any Confidential Information to any third party other than the Party's or the Party's affiliates' officers, employees, financing providers and/or prospective purchasers, and its and their counsel, accountants or advisors (collectively, "Representatives"), who have a need to know such information and who have agreed to keep such terms confidential or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein; provided, however, that Supplier may provide Confidential Information to a Local Utility or Governmental Authority in connection with obtaining any available Incentive, and either Party may provide Confidential Information in order to comply with the requirements of any Applicable Law or regulation or any exchange, control area or independent system operator rule, tariff or agreement or in connection with any judicial or regulatory proceeding or request by a Governmental Authority; provided further, however, that in either case, the disclosing Party shall give the other Party prior written notice of such disclosure and shall use reasonable efforts to prevent or limit any such disclosure. The Party whose Confidential Information is being disclosed shall also have the right to use reasonable efforts to prevent or limit disclosure of any such Confidential Information.

15.2 **After-Tax Basis.**

All amounts due and payable under this Agreement attributable to indemnification, fees and damages, including any Termination Payment, shall be calculated and paid by Supplier or Purchaser, as the case may be on an After-Tax Basis. "After-Tax Basis" means, with respect to any payment received or deemed to have been received by any Party, the amount of such payment (the "Base Payment") supplemented by a further payment (the "Additional Payment") to such Party so that the sum of the Base Payment plus the Additional Payment shall, after deduction of the amount of all taxes (including any federal, state or local income taxes) required to be paid by such Party in respect of the receipt or accrual of the Base Payment and the Additional Payment (taking into account any current or previous credits or deductions arising from the underlying event giving rise to the Base Payment and the Additional Payment), be equal to the amount required to be received. Such calculations shall be made on the assumption that the recipient is subject to federal income taxation at the highest applicable statutory rate applicable to corporations for the relevant period or periods, and state and local taxes at the highest rates applicable to corporations with respect to such Base Payment and Additional Payment, that are in effect for the relevant Party's tax year in which the liability for such compensation amounts are incurred and shall take into account the deductibility (for federal income tax purposes) of state and local income taxes.

15.3 Change in Tax Law or Available Incentives.

In the event that a Governmental Authority or the Local Utility, as applicable, takes any action that (i) results in an increase in taxes (above the amount that Supplier was expecting to apply) on or with respect to the Solar Facility or on or with respect to the sale and making available Energy and/or Environmental Attributes, or (ii) results in the inability of Supplier to receive (or any reduction in) the benefits associated with monetizing a Renewable Energy Incentive to the level Supplier was expecting, or (iii) results in the loss of or a reduction in any Incentive available to Supplier, the Parties shall meet and negotiate in good faith to renegotiate the Energy Price or any other affected terms of this Agreement. The Parties agree that the revised Energy Price shall never exceed the per kWh price charged by the Local Utility for basic generation service (or comparable default generation service) and transmission/ distribution charges for customers in Purchaser's rate class; provided that in the event that the Local Utility's rates drop, the revised Energy Price will not be less than [] () cents per kilowatt-hour.

15.4 Assignment.

15.4.1 Prior Consent. Except as set forth below, neither Party shall assign its rights and obligations under this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. In addition to other reasonable objections, the Parties agree that it shall be reasonable for a Party to withhold its consent to an assignment requiring consent if such assignment would cause the Party to become subject to regulation under Applicable Law as a public utility, an electrical corporation or an electric service provider.

15.4.2 Assignment by Supplier. Supplier may assign this Agreement without Purchaser's consent to (i) an affiliate of Supplier, (ii) any person or entity succeeding to all or substantially all of the assets of Supplier, (whether voluntary or by operation of law), (iii) in connection with the financing of Supplier's interest in the Solar Facility, as further set forth in Section 15.5, or (iv) after the Commercial Operation Date, to any person or entity that has competent experience in the operation and maintenance of solar facilities and is financially capable of performing Supplier's obligations under this Agreement; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms of this Agreement and Supplier shall give notice of the assignment to Purchaser within five (5) business days after such assignment.

15.4.3 Assignment by Purchaser. Purchaser may assign this Agreement without Supplier's consent to (i) an affiliate of Purchaser or (ii) any entity that has acquired all or substantially all of Purchaser's assets or business, whether by merger, acquisition or otherwise or that has acquired Purchaser's interest in the Property; provided, however, that in each case, no fewer than fifteen (15) Business Days prior to such assignment (a) Purchaser notifies Supplier of such assignment and (b) provides to Supplier a written agreement signed by the entity to which Purchaser proposes to assign this Agreement stating that such entity agrees to assume all of Purchaser's obligations under this Agreement and has the financial capability to perform all of Purchaser's obligations under this Agreement, which financial capability shall be determined by Supplier in its sole satisfaction. If Supplier does not agree that Purchaser's proposed assignee has the financial capability to perform all of Purchaser's obligations under this Agreement, then either Purchaser must agree to remain financially responsible under this Agreement or Purchaser's proposed assignee must provide payment security in an amount and form reasonably acceptable to Supplier.

15.4.4 Other Assignment Void. Any assignment other than as set forth in this Section 15.4 shall be void and of no force and effect.

15.5 Financings.

Supplier may transfer, sell, pledge, encumber or assign this Agreement and/or the accounts, revenues or proceeds payable under this Agreement (each a “Pledge”) in connection with any financing or sale/leaseback of the Solar Facility or the contribution of the Solar Facility to a partnership or limited liability company in which Supplier remains the managing partner or member. Supplier shall give Purchaser written notice of any such Pledge (“Pledge Notice”). If requested by Supplier in a Pledge Notice, Purchaser shall make all payments required under this Agreement to the address specified in the Pledge Notice, and/or shall send a copy of all notices required under this Agreement to the assignee specified in the Pledge Notice (“Pledge Assignee”). The Pledge Assignee shall have the right to cure any Supplier Default hereunder within the cure periods provided for in Section 8.2 above, and otherwise to ensure that the services provided by Supplier are maintained as required herein. Provided that the Pledge Assignee cures such Supplier Defaults and ensures that the obligations of Supplier are performed hereunder, then this Agreement shall continue in effect notwithstanding any Supplier Default. Should a Supplier Default occur, the consent of Purchaser shall not be required for the Pledge Assignee to retain a new entity to replace Supplier and to cure such Supplier Default; provided that the new entity otherwise complies with the terms and conditions of this Agreement.

15.6 Credit Support.

If, as of the Effective Date or at any time during the Term of this Agreement, Supplier has any reasonable basis for insecurity of Purchaser’s performance of its obligations hereunder, or at any time, and for so long as any payment from Purchaser is not received when it is due hereunder, Supplier may request and Purchaser shall provide further assurance of its creditworthiness to Supplier, which may include providing a letter of credit, guaranties, cash escrow, or other form of credit support acceptable to Supplier in its sole discretion. Supplier may also exercise any other remedy it may have at law or equity or under this Agreement if Purchaser does not provide to Supplier such further assurances or credit support in accordance with this Section 15.6.

15.7 Notices.

Any written notice, direction, instruction, request or other communication required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be delivered to the Party to whom notice is to be given: (i) personally; (ii) by facsimile (confirmed by telephone); (iii) by email (confirmed by telephone or email response); (iv) by a recognized overnight delivery service with signature required; or (v) by first class registered or certified mail, return receipt requested, postage prepaid, and addressed to the addressee at the address set forth below, or at the most recent address specified by written notice given to the other Party in the manner provided in this Section 15.7.

For Purchaser:

Attn.: _____
Telephone:
Fax:
Email:

For Supplier:

Attn.: _____
Telephone:
Fax:
Email:

15.8 Memorandum of this Agreement.

Concurrently with the execution of this Agreement, Purchaser and Supplier shall execute a memorandum of this Agreement, substantially the form attached hereto as Exhibit D (the “Memorandum”). For the purpose of providing third parties with notice of this Agreement and certain of the provisions set forth herein, Purchaser consents to the filing of the Memorandum, in the office where real estate records are customarily filed in the jurisdiction of the Property.

15.9 Entire Agreement.

This Agreement (including all exhibits attached hereto and incorporated herein by this reference) represents the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersedes all prior and contemporaneous oral and prior written agreements.

15.10 Amendments to Agreement.

This Agreement shall not be amended, modified or supplemented except in a writing executed by both Supplier and Purchaser at the time of such amendment, modification or supplement.

15.11 Waivers.

No waiver of any provision of this Agreement shall be effective unless set forth in writing signed by the Party granting such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing and shall not constitute a waiver of any such provision in the future unless specifically stated in such waiver. Failure by a Party to insist upon full and prompt performance of any provision of this Agreement, or to take action in the event of any breach of any such provisions or upon the occurrence of any Supplier Default or Purchaser Default, as applicable, shall not constitute a waiver of any rights of such Party, and, subject to the notice requirements of this Agreement, such Party may at any time after such failure exercise all rights and remedies available under this Agreement with respect to such Supplier Default or Purchaser Default.

15.12 Approvals.

Receipt by a Party of any instrument or document shall not constitute or be deemed to be an approval of such instrument or document. Any approvals required under this Agreement must be in writing, signed by the Party whose approval is being sought.

15.13 Partial Invalidity.

In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of Applicable Law, Supplier and Purchaser shall negotiate an equitable adjustment to the provisions of the same in order to effect, to the maximum extent permitted by Applicable Law, the purpose of this Agreement (and in the event that Supplier and Purchaser cannot agree then such provisions shall be severed from this Agreement) and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected by such adjustment and shall remain in full force and effect.

15.14 No Public Utility.

Nothing contained in this Agreement shall be construed as an intent by Supplier to dedicate its property to public use or subject itself to regulation as a public utility, an electric utility, an investor-owned utility, or a municipal utility (collectively a “Utility”). As result of Supplier’s performance under this Agreement, including the delivery of Energy to Purchaser, neither Party shall assert that Supplier is an Utility subject to regulation by any Governmental Authority or subject to rules requiring it to offer service at regulated rates. If a change in Applicable Laws occurs with respect to Supplier that results in Supplier being deemed a Utility with respect to the Solar Facility or the delivery of Energy to Purchaser, Supplier shall have the right, but not the obligation, to terminate this Agreement by giving Purchaser written notice of such change in Applicable Law and termination. Following the effective date of such termination, neither Party shall have any further liability to the other Party with respect to the Solar Facility, except pursuant to any provisions of this Agreement that survive termination, including provisions regarding payments due and owing and obligations associated with removal of the Solar Facility in accordance with the terms of this Agreement. For avoidance of doubt, Purchaser shall not be required to pay the Termination Payment if the Agreement is terminated by Supplier based upon a change in Applicable Law, provided, however, if such change in Applicable Law is the result of an action or inaction of the Purchaser, Purchaser shall be required to pay the Termination Payment.

15.15 Counterparts; Facsimile or Email Delivery.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. This Agreement may be duly executed and delivered by a Party by execution and facsimile or email delivery of the signature page of a counterpart to the other Party, and, if delivery is made by email, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Party, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.

15.16 Solar Facility Closure.

In the event that Purchaser ceases to conduct business at the Property, then Purchaser shall have the option to terminate this Agreement upon ten (10) Business Days’ notice to Supplier. If Purchaser elects to terminate this Agreement pursuant to the preceding sentence, then Purchaser shall

pay to Supplier the applicable Termination Payment specified in Exhibit C within thirty (30) days after delivery of such notice of termination.

15.17 Governing Law; Jurisdiction; Forum.

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of *[state where the Solar Facility is located]*, without regard to its conflict of laws principles.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date set forth above.

SUPPLIER:

By: _____

Name: _____

Title: _____

PURCHASER:

By: _____

Name: _____

Title: _____

EXHIBIT A
DESCRIPTION OF SOLAR FACILITY AND FACILITY SITE

**ATTACHMENT A TO EXHIBIT A
ANTICIPATED ENERGY PRODUCTION**

Contract Year	Anticipated Energy Production (in kWhs)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

EXHIBIT B
ENERGY PRICING

Purchaser shall pay Supplier for Energy and Deemed Energy Generation at the kWh set forth below. Contract Year 1 shall commence on the Commercial Operation Date, and each subsequent Contract Year shall commence on the applicable anniversary of the Commercial Operation Date. [The annual rate escalator of [____]% has been applied.]¹

Contract Year	kWh Rate (\$/kWh)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

¹ Include bracketed language if pricing shall include an escalator.

EXHIBIT C TERMINATION PAYMENT

EITHER:

I (PREFERRED)–

As used in the Agreement, the “**Termination Payment**” shall be equal to the sum of:

- (i) reasonable compensation, on a net after tax basis (assuming a tax rate of 35%), for the loss or recapture of the value of:
 - a. the investment tax credit equal to thirty percent (30%) of the Solar Facility value;
 - b. MACRS accelerated depreciation equal to eighty-five percent (85%) of the Solar Facility value,
 - c. loss of any Environmental Attributes or Renewable Energy Incentives that accrue or are otherwise assigned to Supplier pursuant to the terms of the Agreement;
PLUS
- (ii) financing and associated costs incurred by Supplier with respect to the construction or operation of the Solar Facility or Supplier’s performance of the Agreement that are not included in subclause (i) a., b., or c. above; PLUS
- (iii) the net present value of the projected payments under the Agreement over the Term post-termination had the Term remained effective for the full 25-year Term or Renewal Term (as applicable), calculated as of a date from or after the Purchaser Default and on or prior to the Default Termination Date.

In addition, the “**Termination Payment**” also shall include any and all other amounts (not covered by clauses (i), (ii), and (iii) above) previously accrued under the Agreement and owed by Purchaser to Supplier as of the Default Termination Date.

Within a reasonable period after a Purchaser Default, Supplier shall furnish Purchaser with a detailed calculation of the “**Termination Payment**” in accordance with the foregoing.

OR

II -

The Termination Payment paid to Supplier by Purchaser in accordance with this Agreement shall be as specified in the below matrix. Contract Year 1 shall commence on the Commercial Operation

Date, and each subsequent Contract Year shall commence on the applicable anniversary of the Commercial Operation Date.²

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

² Note: During years 1-6, the Termination Amount will need to be set at a sufficient level to compensate Supplier for ITC recapture.

EXHIBIT D
FORM OF MEMORANDUM OF INSTALLATION OF SOLAR FACILITY
AND GRANT OF LICENSE ³

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Space above this line reserved for County Recorder's use.

MEMORANDUM OF INSTALLATION OF SOLAR FACILITY
AND GRANT OF LICENSE

THIS MEMORANDUM OF INSTALLATION OF SOLAR FACILITY AND GRANT OF LICENSE (this "Memorandum") is made and entered into as of [_____] by and between [_____] a *[[identify state] corporation/limited liability company]* ("Supplier"), and [_____] a *[[identify state] corporation/limited liability company/limited partnership]* ("Purchaser"), each referred to herein as a Party and collectively as the Parties.

RECITALS

- A. Purchaser owns, rents or controls, directly or indirectly, the *[[facility/ building/site]* located at *[[insert address]]*, as more particularly described in Exhibit A attached hereto (the "Property");
- B. Supplier and Purchaser have entered into that certain Solar Power Purchase Agreement dated [_____] (the "Agreement") effective as of [_____] (the "Effective Date") which, among other things, grants Supplier, to the extent applicable, (i) a license for Supplier's construction, installation, operation, maintenance, repair, replacement, and removal of an electric grid-connected photovoltaic solar facility with a nameplate capacity rated at approximately ____ kW (the "Solar Facility") on a portion of the Property delineated as shown on Exhibit B attached hereto (the "Facility Site"), which license shall be exclusive with respect to use of the Facility Site for energy generation purposes, including construction, installation, operation and maintenance of the Solar

³ Note: This form Memorandum is prepared to comply with California requirements. Different states may have different requirements, so the form should be reviewed with local counsel in each state in which it will be used.

Facility, and (ii) a non-exclusive license to access the remainder of the Property, including for ingress and egress to the Facility Site, for the sole purpose of constructing, installing, operating, maintaining, repairing, replacing, adding to, and removing the Solar Facility, and any and all uses ancillary thereto or required to allow Supplier to perform its obligations under this Agreement. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

- C. Supplier and Purchaser desire to execute this Memorandum and cause the same to be recorded in the Official Records of [_____] County, California for the purpose of providing third parties with notice of the Agreement and certain of the provisions set forth therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Supplier and Purchaser hereby acknowledge and agree as follows:

1. Agreement. Pursuant to the Agreement, Purchaser agrees to purchase and receive, and Supplier agrees to sell and deliver, Energy from the Solar Facility.
2. Term. The initial term of the Agreement (the “Initial Term”) shall commence on the Effective Date and shall expire on the twenty-fifth (25th) anniversary thereof, unless and until terminated earlier pursuant to the Agreement and subject to the renewal rights set forth in the Agreement.
3. Authority over Property and Consent to Installation of Solar Facility. Purchaser represents to Supplier that it is the fee owner of the Property or holds a leasehold interest in the Property with a remaining term that extends beyond the Initial Term. Purchaser consents to the construction, installation and maintenance of the Solar Facility by Supplier or its agents or subcontractors on the Facility Site and to Supplier granting one or more Financing Parties a security interest in the Solar Facility. Purchaser shall not initiate, conduct or permit activities on, in or about the Property, including, without limitation, the Facility Site that could cause damage, impairment or otherwise adversely affect the Solar Facility or diminish the Insolation associated with the Facility Site.
4. Title to Solar Facility. At all times during the Term and unless Purchaser obtains title to the Solar Facility after the Term: (i) Supplier shall at all times retain title to the Solar Facility, including the right to any and all Incentives related thereto, which include, without limitation, Supplier’s right to retain, sell, transfer or assign the same, and (ii) specifically, the Parties agree and acknowledge that as between the Parties, the Solar Facility shall at all times retain the legal status of personal property, as defined under Article 9 of the Uniform Commercial Code, of Supplier. At all times during the Term and unless Purchaser obtains title to the Solar Facility after the Term, throughout the duration of the Term and thereafter Supplier or its Financing Parties shall be the legal and beneficial owner(s) of the Solar Facility, and the Solar Facility shall remain the personal property of Supplier or its Financing Parties and no part of the Solar Facility shall attach to or be deemed a part of, or fixture to, the Property notwithstanding the manner in which the Solar Facility is or may be affixed to any real property of Purchaser, and Purchaser shall have no right, title or interest in the Solar Facility or any component thereof, notwithstanding that the Solar Facility may be physically mounted or affixed to the Property. Purchaser covenants that it will not (i) assert or affirmatively claim,

including in any agreement or contract, that the Solar Facility is not personal property or is not owned by Supplier or its Financing Parties, or (ii) enter into any security agreement or similar document that specifies the Solar Facility as being part of the collateral for the lien or security interest therein. If there is any mortgage, fixture filing or legal action of any kind against the Property where parts of the Solar Facility are located which could reasonably be construed as prospectively attaching to the Solar Facility as a fixture of the Property, Purchaser shall, at Supplier's request, provide to the lien holder or claimant, as applicable, a statement that the Parties have agreed that the Solar Facility, including any and all parts and components, are the personal property of the Supplier or its Financing Parties and exercise commercially reasonable efforts to obtain an acknowledgement from such lien holder or claimant that it does not have a security interest in the Solar Facility. Purchaser consents to the filing of a disclaimer of the Solar Facility as a fixture of the Property in the office where real estate records are customarily filed in the jurisdiction of such Property.

5. Grant of License. To the extent applicable, Purchaser grants to Supplier and Supplier accepts from Purchaser, in accordance with the terms of the Agreement, a license to use the Property, which license shall be exclusive with respect to use of the Facility Site for energy generation purposes, including construction, installation, operation and maintenance of the Solar Facility, and a non-exclusive license upon, over, across and under the remainder of the Property for the purpose of constructing, installing, leasing, operating, maintaining, repairing, replacing, adding to and removing the Solar Facility, and any and all uses ancillary thereto (collectively, the "License"). Except as otherwise expressly provided in the Agreement, the License is irrevocable during the Term. The License shall survive for a period of one hundred eighty (180) days following the expiration or termination of the Agreement or, if earlier, until Supplier transfers title to the Solar Facility to Purchaser and has had a reasonable opportunity to remove any Supplier property not transferred to Purchaser, if any, or removes the Solar Facility. Pursuant to the License, as permitted by the Agreement, Supplier shall have the right from time to time during the Initial Term and any Renewal Term, to use the Property for the purposes of constructing, installing, operating, maintaining, repairing, replacing, adding to, and removing the Solar Facility, and any and all uses ancillary thereto or required to allow Supplier to perform (or cause to be performed) Supplier's obligations under the Agreement.
6. Insolation. Purchaser acknowledges that Insolation is essential to the value of the rights granted hereunder and under the Agreement. Accordingly, Purchaser shall not permit any interference with Insolation on, at or adjacent to the Property that would result in a diminution of the Insolation associated with the Facility Site. Purchaser will not construct or permit to be constructed any structure on or adjacent to the Property that would adversely affect Insolation levels or permit the growth of foliage that could adversely affect Insolation levels. The area of the Facility Site over which the Insolation is to remain unobstructed by Purchaser will consist horizontally and vertically of any area on or above the surface of the Property that would result in any obstruction of Insolation to the Facility Site.
7. Non-Interference and Other Obligations of Purchaser. Purchaser covenants that, throughout the period that the License is in effect, it shall (and/or shall ensure that its employees, agents, contractors and other third parties whom it directs shall) take the following actions or refrain from taking the following actions, as applicable: (i) refrain from disturbing the Solar Facility or undertaking to repair, disassemble, move, conduct operation or maintenance activities or otherwise work on the Solar Facility, and (ii) advise Supplier in writing of any lease

obligations and/or restrictions that would affect the construction, installation, operation, maintenance, repair or removal of the Solar Facility.

8. Utility Services. Purchaser agrees to provide Supplier access to Purchaser's utility services, including, without limitation, water and electricity, for Supplier's construction, installation, maintenance, and removal of the Solar Facility and for metering of Energy and for other purposes reasonably required by Supplier in order to perform its obligations under the Agreement.
9. Successors and Assigns. The License, if applicable, and the terms, conditions and restrictions set forth in the Agreement, including, without limitation, those memorialized herein shall be binding upon and shall inure to the benefit of the Parties and their respective representatives, successors and assigns.
10. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Memorandum to physically form one document.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first above written.

Supplier:

_____ ,

By: _____

Its: _____

Print Name: _____

Purchaser:

_____ ,

By: _____

Its: _____

Print Name: _____

LA:350624.6

LEASE AGREEMENT

[_____] [___], 20[___]

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LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease” or “Agreement”) is made on this _____ day of January 20[____] (the “Effective Date”), by and between [_____] (the “Owner”), and [_____] a limited liability company organized and existing under the laws of the State of [_____] and its successors and assigns (“Project Company,” the Owner and Project Company, each, a “Party” and, together, the “Parties”).

In consideration of the foregoing recitals, of mutual premises of Owner and Project Company, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Project Company agree as follows:

ARTICLE 1. DEFINITIONS AND INTERPRETATIONS

§ 1.1 Definitions

(a) “Access Easement” means a right of use, right of access, and easement, over, across, and on the Leased Premises and the Owner Properties for ingress, egress, utility interconnection, including staging, location, installation, operation, maintenance, repair, and removal of Interconnection Facilities, and access to and from the Solar Facilities (whether located on the Leased Premises, on adjacent property, or elsewhere) by means of any existing roads, lanes, or driveways, or by such route or routes as Project Company may designate and construct from time to time.

(b) “Agreement” means this Lease Agreement (including all exhibits attached hereto) as the same may be amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof.

(c) “Commencement of Construction” shall mean the date during the Development and Construction Period when onsite activities for the installation and construction of the Solar Facility begins.

(d) “Commercial Operation” occurs, as determined by Project Company in its good faith and reasonable judgment, when the Solar Facility has successfully completed all performance tests, satisfies the interconnection requirements of the Utility, and is ready to commence the regular delivery of commercial quantities of electrical energy.

(e) “Commercial Operation Date” shall have the meaning set forth in § 3.1.2.

(f) “Comprehensive Arbitration Rules and Procedures” shall mean such rules and procedures administered by JAMS.

(g) “Default” shall have the meaning set forth in § 12.1.1.

(h) “Development and Construction Period” is the period of time beginning on the Effective Date and ending on the Commercial Operation Date, unless earlier terminated, during which

time Project Company will undertake Site Activities and due diligence activities, including, but not limited to environmental, archeological, geotechnical review of the Leased Premises; financial review of the Project; permitting; civil design and electrical engineering of the Solar Facility; and electrical interconnection studies and engineering.

(i) **“Easement”** means any of the Access Easement, the Interconnection Easements, and the Solar Easement.

(j) **“Encumbrances”** has the meaning set forth in § 8.1.

(k) **“Event of Monetary Default”** shall have the meaning set forth in § 12.1.1.

(l) **“Exhibits”** shall mean all those exhibits attached to or made part of this Agreement.

(m) **“Financing Party(ies)”** means as applicable (i) any Person (or its agent) from whom Project Company (or an affiliate of Project Company) leases the Solar Facility, (ii) any Person (or its agent who has made or will make a loan to or otherwise provide financing to Project Company (or an affiliate of Project Company) with respect to the Solar Facility, (iii) any Person (its agent) who has or will invest in, finance, or purchase Project Company or substantially all of the assets of Project Company.

(n) **“Good Industry Practice”** means the practices, methods and acts engaged in or approved by a significant portion of the electric generation industry, or the electric industry, as applicable, during the relevant time period and with respect to the operation and maintenance of generating equipment similar in size and technology to the Solar Facility that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition. “Good Industry 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.

(o) **“Governmental Approvals”** all land-use, environmental, or other permits or approvals, including final, non-appealable certificates, permits, licenses and other approvals, required by any Governmental Authorities for the planned use of the Leased Premises and the Solar Facility by Project Company.

(p) **“Governmental Authority”** means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity, or any arbitrator with authority to bind a party at law.

(q) **“Improvement”** shall have the meaning set forth in § 2.4.2.

(r) **“Interconnection Easement”** means the right to use the Owner Properties of locating, accessing, installing, operating, repairing, replacing, and removing interconnection facilities or

distribution lines, conduits, culverts, and related equipment, consumables, or housing and related uses, as more fully described in § 2.3. Interconnection Easements may benefit the Project Company or the Utility.

(s) **“Interconnection Facilities”** means electrical interconnection, transmission and/or distribution, and communications lines and related cables, wires, poles, pads, conduit, circuit breakers and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission and delivery of electrical energy to the local electrical transmission and/or distribution system. Interconnection Facilities will be deemed to be a part of the Solar Facility.

(t) **“JAMS”** shall mean the mediation services organization known as JAMS.

(u) **“Lease”** means this Lease Agreement or Agreement (including all exhibits attached hereto) as the same may be amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof.

(v) **“Lease Fee”** shall have the meaning set forth in ARTICLE 4.

(w) **“Leased Premises”** shall have the meaning set forth in § 2.1.

(x) **“Legal Requirements”** means all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, Governmental Approvals, and other valid orders of any governmental authority applicable with respect to the activities of Project Company pursuant to this Lease, and all permits, licenses and orders required to conduct any and all such activities contemplated under this Lease.

(y) **“Offtaker”** means [_____] or other, successor [“Buyer”] under the PPA.

(z) **“Operating Term”** has the meaning assigned set forth in § 3.1.2.

(aa) **“Owner Properties”** means the real property and improvements thereon and rights appurtenant thereto owned or controlled by Owner that are composed of the Leased Premises and all real property adjacent to the Leased Premises.

(bb) **“Owner Retained Properties”** means the real property and improvements thereon and rights appurtenant thereto owned or controlled by Owner that do not include the Leased Premises.

(cc) **“Party”** shall mean Owner or Project Company, as used in this Agreement.

(dd) **“Permit”** means any federal, state or local registration, filing, notice, permit, authorization or approval given or required by any Governmental Authority to authorize or condition an action by any Person with respect to the Leased Premises.

(ee) **“Person”** means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability partnership, limited liability company, trust, unincorporated association, institution or other entity, including a Governmental Authority.

(ff) **“Planned Use”** means the use of the Leased Premises for the installation, construction, interconnection, commissioning, operation, maintenance, replacement, and, if applicable, removal of the Solar Facility, including all equipment, facilities and materials, including photovoltaic arrays, DC/AC inverters, wiring, meters, monitoring software, tools, Interconnection Facilities, and other, related or incidental property, and all uses reasonably related thereto, including conducting diligence on the Leased Premises with respect to the Solar Facility (including Project Company Due Diligence, defined below), Interconnection Facilities, and related uses, landscaping, vegetation management, snow removal, roadway construction and maintenance.

(gg) **“PPA”** means the Solar Power Purchase Agreement dated September 28, 20[____] between Project Company and the Offtaker, as the same may be amended and supplemented.

(hh) **“Project”** means the design, installation, construction, interconnection, operation, maintenance, removal, and decommissioning of the Solar Facility and activities related or incidental thereto.

(ii) **“Renewal Term”** shall have the meaning set forth in § 3.1.3.

(jj) **“Solar Easement”** shall have the meaning set forth in § 2.4.

(kk) **“Solar Facility(ies)”** shall have the meaning set forth in the § 2.1.

(ll) **“Survey”** the survey of the Leased Premises prepared by a registered professional land surveyor attached to **Exhibit A**. [OR **“Survey”** a survey of the Leased Premises prepared by a registered professional land surveyor.]

(mm) **“Term”** shall have the meaning set forth in § 3.1.

(nn) **“Utility”** means [_____].

ARTICLE 2. LEASED PREMISES

§ 2.1 Lease of Leased Premises for Solar Energy Purposes

- (a) For the Term, Owner leases to Project Company, and Project Company leases from Owner, the real property legally described in **Exhibit A** attached hereto (the **“Leased Premises”**) for the Planned Use, including, without limitation, monitoring, testing and evaluating the Leased Premises for solar energy generation, constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, solar energy generating equipment, overhead and/or underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities and substations to be operated in conjunction with solar energy generating

equipment installations, roads, and related improvements, facilities and equipment, including Interconnection Facilities (collectively, the “**Solar Facility**”), and related uses, including vegetation management, landscaping, roadway and driveway installation and maintenance, and related uses, **TOGETHER** with all right, title and interest of Owner in and to all easements, rights, privileges, and appurtenances to the same or in any wise appertaining thereto, and all right, title, and interest, if any, Owner in any land lying in the bed of any street, avenue, or alley adjoining the Leased Premises to the center line thereof, together with the rights pursuant to the Access Easement, Interconnection Easements and the Solar Easement, **TO HAVE AND TO HOLD** the aforesaid Leased Premises, Easements, and appurtenant interests unto Project Company for the Term. The “**Leased Premises**” do not include any area of the Owner Retained Properties burdened by any Easement.

- (b) For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.
- (c) [The general description of the Leased Premises described in **Exhibit A** attached to this Lease on the Effective Date may not be a precise legal description of the Leased Premises; and may not precisely delineate the area(s) on the Owner Retained Properties burdened by the any Easement. The Owner and Project Company hereby acknowledge and confirm that, notwithstanding any insufficiency in the legal description attached as **Exhibit A**, that the Leased Premises shall be bounded by public rights of way sufficient to provide ingress and egress to and from the Solar Facility on the Leased Premises from and to one or more public rights-of-way. The Owner and Project Company further acknowledge and confirm that, notwithstanding any insufficiency in the legal description attached as **Exhibit A**, the parties desire to enter this Lease and to be fully and legally bound by this Lease. Therefore, Owner and Project Company agree that (i) they are thoroughly familiar with the proposed location of the area comprising the Leased Premises, and the areas on the Owner Retained Properties burdened by any Easement; and (ii) upon Project Company obtaining a Survey (as defined below), the metes and bounds description of the Leased Premises will be substituted for **Exhibit A** pursuant to an amendment to this Lease and such metes and bounds description will become the final legal description of the Leased Premises, and that the Survey will reflect the areas on the Owner Retained Properties burdened by any Easement. The Parties acknowledge and agree that they are legally bound under this Lease pursuant to the depiction of the Leased Premises attached as **Exhibit A** and both Parties will be obligated to perform hereunder based on such depiction of the Leased Premises. Prior to the construction of any portion of the Solar Facility on the Leased Premises, Project Company, at its expense, will obtain a survey of the Leased Premises prepared by a registered professional land surveyor (the “**Survey**”)] **OR** [The general description of the Leased Premises described in **Exhibit A** attached to this Lease on the Effective Date may not be a precise legal description of the Leased Premises; and may not precisely delineate the area(s) on the Owner Retained Properties burdened by the any Easement. The Owner and Project Company hereby acknowledge and confirm that, notwithstanding any insufficiency in the legal description attached as **Exhibit A**, the Leased Premises shall be bounded by public rights of way sufficient to provide ingress and egress to and from the Solar Facility on the Leased Premises from and to one or more public rights-of-way. The Owner and Project Company further acknowledge and confirm that, notwithstanding

any insufficiency in the legal description attached as **Exhibit A**, the parties desire to enter this Lease and to be fully and legally bound by this Lease. Therefore, Owner and Project Company agree that they are thoroughly familiar with the proposed location of the area comprising the Leased Premises, and the areas on the Owner Retained Properties burdened by any Easement. The Parties acknowledge and agree that they are legally bound under this Lease pursuant to the depiction of the Leased Premises attached as **Exhibit A** and both Parties will be obligated to perform hereunder based on such depiction of the Leased Premises and the ALTA Survey of the Leased Premises prepared by a registered professional land surveyor attached to **Exhibit A** (the “**Survey**”).]

§ 2.2 Access Easement

Owner hereby grants to Project Company for the Term a right of use, right of access, and easement (the “**Access Easement**”), over, across, and on the Leased Premises and the Owner Properties for ingress, egress, utility interconnection (including staging, location, installation, operation, maintenance, repair, and removal of Interconnection Facilities), and access to and from the Solar Facilities (whether located on the Leased Premises, on adjacent property, or elsewhere) by means of any existing roads, lanes, or driveways, or by such route or routes as Project Company may designate and construct from time to time. The Access Easement will include the right to improve existing roads and lanes, or to build new roads or driveways, and will run with the land of the Leased Premises and the Owner Properties, and will inure to the benefit of, and be binding upon, Owner and Project Company, as applicable, and their respective heirs, personal representatives, transferees, successors, and assigns, and all Persons claiming under them. The location and dimensions of the areas burdened by such Access Easement shall be designated by Project Company in its sole discretion, except that Project Company agrees to use commercially reasonable efforts to minimize the interruption of Owner’s operations on the Leased Premises and Owner Properties.

§ 2.3 Interconnection Easements

Owner hereby grants Project Company an Interconnection Easement for Interconnection Facilities on, over and across the Owner Retained Properties, on such portions of the Owner Retained Properties as will be designated to Owner by Project Company, subject to § 6.1. Any such Interconnection Easement will include all of the rights and privileges for Interconnection Facilities as are set forth in this Lease. At the request of Project Company, Owner will grant to the Utility by written instrument in recordable form reasonably acceptable in form and substance to the Utility, an Interconnection Easement and right-of-way over, above, and on the Owner Properties for purposes of locating, installing, operating, repairing, replacing, and removing Interconnection Facilities and any Utility-owned equipment, transmission, or distribution lines, conduits, culverts, and related equipment, consumables, or housing. Any Interconnection Easement in favor of Project Company will endure for the period co-extensive with the Term of this Lease, subject to earlier termination by Project Company by written notice to Owner as set forth herein. Any Interconnection Easement in favor of the Utility will endure for the period required by the Utility, and may be perpetual. Any Interconnection Easement will run with the Owner Properties and inure to the benefit of and be binding upon Owner, the Utility, and the Project Company and their respective transferees, successors, and assigns, and all Persons claiming under them. Project Company will have the right to assign its rights hereunder relating to the construction, operation, repair and/or maintenance of the Interconnection Facilities in favor of the Project Company to a third party that owns, operates and/or maintains electric transmission or distribution systems.

§ 2.4 Solar Easement

Owner acknowledges that the ability of Project Company to use the Leased Premises for the Planned Purpose may be affected by the extent of shading on the Solar Facility (excluding for this purpose only, the Interconnection Facilities).

§ 2.4.1 Open Access to Sun.

Owner hereby grants and conveys to Project Company an exclusive easement on, over and across the Owner Properties for the following: the open and unobstructed access to the sun to the Solar Facility on any of the Owner Properties and to ensure adequate exposure of the Solar Facility to the sun. Project Company may maintain vegetation outside of and surrounding the Leased Premises in a condition that mitigates shading effect on the array, in Project Companies' sole discretion. In addition, Owner hereby grants and conveys to Project Company an exclusive easement prohibiting any obstruction to the open and unobstructed access to the sun (together with the preceding sentence, the "**Solar Easement**") throughout the entire Owner Properties, including the Leased Premises, to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any Solar Facility is or may be located at any time from time to time (each such point referred to as a "**Site**") and for a distance from each Site to the boundaries of the Leased Premises, together vertically through all space located above the surface of the Leased Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Leased Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Leased Premises. Project Company may maintain vegetation on, outside of, and surrounding the Leased Premises in a manner to mitigate shading effects on the Solar Facility.

§ 2.4.2 Owner Improvements.

Buildings and other improvements located on the Leased Premises as of the Effective Date will be allowed to remain, and Project Company may not require their removal. Owner may not place or plant any trees, buildings, or improvements (an "**Improvement**") on, or use or occupy, the Leased Premises after the Effective Date unless Owner has received written approval from Project Company for any such Improvement, occupancy, or use; provided, however, that if any Improvement is required pursuant to Legal Requirements or Governmental Approval, the Owner and Project Company will work together in good faith to agree on the location, dimensions, installation, construction, and maintenance of such improvement so that the Improvement will have as minimal an impact as possible on the operation of the Solar Facility. Project Company may grant or withhold consent in the sole discretion Project Company as to any Improvement that is not required by Legal Requirements or Governmental Approval; and shall be permitted to withhold consent as to any such proposed Improvement that may, in the sole judgment of Project Company, impede or materially interfere with the open and unobstructed access to the sun to any Site or Facility (located either on the Leased Premises or on the Owner Properties). If Owner is required pursuant to any Legal Requirements to install any Improvements at the Leased Premises or on Owner Properties that will adversely affect insolation or the electrical output of the Solar Facility, the Owner shall be required to reasonably compensate Project Company for lost revenues and cost of replacement of the affected Solar Facility.

§ 2.4.3 Purchase of Additional Property.

Owner shall have the right to purchase land adjacent to the Leased Premises and to incorporate any such additional land into the larger Leased Premises to provide additional buffer for the Solar Facility. The Owner will be responsible for maintenance of the additional property at its expense. Owner will not unreasonably disturb or disrupt the Planned Use, including the operation or output of the Solar Facility and, if applicable, shall grant Project Company a Solar Easement over such additional parcel(s).

§ 2.4.4 No Interference.

Owner will not materially interfere with, and will not allow any other party to materially interfere with, the free, unobstructed and open and unobstructed access to the sun, solar speed or solar direction over and across the Leased Premises.

§ 2.5 Stormwater Drainage.

Owner grants to Project Company, for the Term, a right of access and use for storm water and surface water drainage purposes on, over, and under the Owner Properties for the benefit of the Leased Premises. The storm water drainage easement will include, without limitation, the right to drain into any storm water retention and/or detention facilities located on the Owner Properties. The storm water drainage easement will include, without limitation, the right to make improvements on the Leased Premises and/or the Owner Properties as reasonably required for such drainage purposes.

ARTICLE 3. LEASE TERM

§ 3.1 Term

The “**Term**” of this Lease will be the Development and Construction Period, defined below, together with, the Operating Term and the Renewal Term(s) as and to the extent provided in this Lease; in addition, the rights and obligations of the Parties under this Lease shall continue during the Removal Period, subject to the limitations set forth in **§ 7.4.1**.

§ 3.1.1 Development and Construction Period

The rights of Project Company under this Lease will be in effect throughout the Development and Construction Period. The “**Development and Construction Period**” commences on the Effective Date of this Lease and, subject to **§ 6.2**, expires upon the date (the “**Termination Date**”) that is the earliest to occur of: (a) the commencement of the Operating Term, as set forth in § 3.1.2, (b) the termination of this Lease in accordance with its terms, including pursuant to **ARTICLE 5** or **ARTICLE 6**, or (c) July 31, 2018 or, if later, the “Outside Commercial Operation Date” (as defined in the PPA). The Term of this Lease will terminate on the last day of the Development and Construction Period unless the Operating Term commences on the last day of the Development and Construction Period.

§ 3.1.2 Operating Term

The Operating Term shall commence on the date (the “**Commercial Operation Date**”) the Solar Facility achieves Commercial Operation, unless this Lease is terminated before the Solar Facility achieves Commercial Operation in accordance with **§ 3.1.1**. Project Company will deliver written notice to the Owner identifying the Commercial Operation Date within thirty (30) days after the Commercial Operation Date occurs. The Operating Term of this Lease

(“**Operating Term**”) will be the period of twenty-five (25) years commencing the Commercial Operation Date, unless terminated earlier in accordance with the terms of this Lease, and subject to the removal rights of Project Company as provided under this Lease.

§ 3.1.3 Renewal Term

Project Company will have the right, at its option, to extend the Operating Term for two (2) additional periods of five (5) years each (each a “**Renewal Term**”). To exercise its option to renew the Term for a Renewal Term, Project Company must deliver a written extension notice to Owner prior to the expiration of the Operating Term or the then-applicable Renewal Term. The terms of the Lease during the Renewal Term will be the same terms and conditions applicable during the Operating Term, except as specifically provided herein.

§ 3.2 Termination

The occurrence of any of the following events will terminate this Lease, effective the date specified below:

- (a) The termination of this Lease prior to the Commercial Operation Date as set forth in **§ 3.1**; or
- (b) The written agreement of the Parties to terminate this Lease, in which event the effective date of termination will be as agreed by the Parties; or
- (c) A Default (as defined below) of this Lease by either party and the election of the non-breaching party to terminate the Lease pursuant to **ARTICLE 12**.

§ 3.3 Survival of Covenants

Owner acknowledges that the covenants, conditions, rights and restrictions in favor of Project Company pursuant to this Lease including, but not limited to, the Interconnection Easements and Solar Easement, and the use by Project Company of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project and that the covenants, conditions, rights and restrictions in favor of Project Company pursuant to this Lease will not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE 4. LEASE FEE

§ 4.1 Payments

Project Company will pay Owner a “**Lease Fee**” as defined in and according to the payment terms set forth in **EXHIBIT D - PAYMENT TERMS**.

§ 4.2 Taxes and Assessment

§ 4.2.1 Owner Taxes and Assessments.

Owner will pay, when due, all property taxes and assessments levied against the Leased Premises and all personal property taxes and assessments levied against any property and improvements owned by Owner and located on the Owner Properties. If Owner will fail to pay any such taxes or assessments when due, Project Company may, at its option, pay those taxes and assessments and any accrued interest and penalties, and either seek reimbursement from Owner or deduct the amount of its payment from any Lease Fee, rent, or other amount otherwise due to Owner from Project Company.

§ 4.2.2 Project Company Taxes and Assessments.

Project Company will pay all personal property taxes and assessments levied against the Solar Facility when due. If the real property taxes assessed against and payable with respect to the Leased Premises increase solely as a result of the installation of the Solar Facility on the Leased Premises, Project Company will pay or reimburse Owner an amount equal to the increase to the extent caused by such installation no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that not less than thirty (30) days prior to such due date Owner provides Project Company with copies of the applicable current and past statements of real estate taxes payable for the Leased Premises and any related information demonstrating that the installation of the Solar Facility resulted in the increase in real estate taxes for which Owner is requiring payment or reimbursement from Project Company. Owner and Project Company agree jointly to use commercially reasonable efforts to cause the Leased Premises not to be reclassified from its present tax assessment, including any exemption, as applicable, as a result of this Lease.

§ 4.2.3 Tax Contest.

Project Company may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence.

§ 4.3 Brokerage Fee.

So long as the Lease Fee is equal to at least _____ per acre of Leased Premises per year and the Leased Premises based on which the Lease Fee is calculated has an area of at least _____ acres, then Owner hereby directs Project Company to deduct _____ of the first annual Lease Fee payment due under this Lease and to pay such deducted amount to [_____, the real estate broker retained with respect to this Lease, at the same time the balance of such initial annual Lease Fee is paid to Owner hereunder.

ARTICLE 5. DUE DILIGENCE

§ 5.1 Early Termination

Project Company shall have the right to terminate this Lease under **§ 5.2.3** if Project Company is unsuccessful in obtaining any Governmental Approval required by any Governmental Authority in connection with the Planned Use of the Leased Premises proposed by Project Company pursuant to this Lease. In addition, Project Company shall have the right to terminate this Lease if it receives written notice from Owner under **§ 5.3** that Owner declines to address Unacceptable Due Diligence Items (defined below). The effective date of any early termination pursuant to this Section shall be as set forth in the termination notice from Project Company to Owner (which, in any event, shall not exceed 90 days after the date such notice is delivered to Owner).

§ 5.2 Due Diligence Review

§ 5.2.1

During the Development and Construction Period, in addition to vegetation management, seeding, and other site preparation or maintenance activities, Project Company may conduct or cause the due diligence review of the Leased Premises, including, as appropriate and without limitation, surveying, environmental and cultural resource review, assessment, and inspection, structural

analyses, surface tests, title research, and any other such tests, investigations and similar activities as Project Company may deem necessary or desirable (collectively, “**Project Company Due Diligence**”). Nothing in this section shall limit the rights of Project Company under any other provision of this Agreement. Upon the request of Project Company, Owner agrees during the Development and Construction Period to execute such documents or instruments reasonably necessary: (a) for Owner to confirm the Owner’s representations and warranties of title set forth in this Lease; (b) to enable Project Company to record memoranda of easement that conform to the requirements of this Lease and that are presented to the Owner for execution in the appropriate registry of deeds; and (c) to enable the procurement of such Governmental Approvals with respect to the Project as are necessary to enable Project Company to occupy the Leased Premises for the Planned Use by of Project Company. Upon termination of this Lease for any reason, Owner may use or abandon any Governmental Approvals procured by Project Company in Owner’s name with respect to the Owner Properties, including the Leased Premises.

§ 5.2.2

Throughout the Development and Construction Period, Project Company, its agents, and subcontractors shall have the right to enter upon the Owner Properties, upon reasonable prior notice to Owner, to perform Project Company Due Diligence. As soon as practicable after the Effective Date, Owner will provide Project Company true and complete copies of all documents, instrument, and other written materials in the Owner’s possession or control relating to the Leased Premises, including copies of any Governmental Approvals relating to the Leased Premises.

§ 5.2.3

During the Development and Construction Period, Project Company either shall secure any required Governmental Approvals with respect to the Planned Use of the Leased Premises by Project Company pursuant to this Lease, including for the construction, interconnection, operation, maintenance, and removal of the Solar Facility at the Leased Premises. If Project Company is unable to timely obtain any such Governmental Approvals, Project Company shall have the right to terminate this Lease upon delivery of written notice to termination to the Owner.

§ 5.3 Notice of Unacceptable Due Diligence Items

§ 5.3.1

Project Company may, in its sole discretion, notify Owner in writing of items identified by the Project Company Due Diligence (collectively, the “**Unacceptable Due Diligence Items**”) that must be remedied or addressed and the time period within which such remedy must occur to enable the Leased Premises to be suitable for the Planned Use. Unacceptable Due Diligence Items include: (1) any Recognized Environmental Conditions (defined below) that exist, on, at, or under the Leased Premises; (2) conditions at, under, or around the Leased Premises the existence of which unreasonably restricts the ability of the Project Company to install, construct, or operate the Solar Facility on the Leased Premises, including a condition that materially increases the cost to Project Company to install or operate the Solar Facility; or (3) the inability to timely secure and maintain any Governmental Approval with respect to the Solar Project as is necessary to enable Project Company to occupy the Leased Premises and for the Commencement of Construction of the Project to occur. The term “**Recognized Environmental Conditions**” shall mean environmental contamination existing at or around the Leased Premises or the Owner Properties that violates applicable Legal Requirements identified through the Project Company Due Diligence or otherwise.

§ 5.3.2

Within thirty (30) business days after the delivery to Owner of any written notice of Unacceptable Due Diligence Items, Owner shall advise Project Company in writing: (a) that Owner will not mitigate, remedy or otherwise address the Unacceptable Due Diligence Item(s) identified in the notice (it being understood that Owner shall have no obligation whatsoever to remedy or otherwise address any Unacceptable Due Diligence Items); or (b) that Owner will address or remedy the Unacceptable Due Diligence Item(s) identified in the notice within the time period(s) specified in the notice, and, in such written response, Owner will specify the particulars of how Owner will remedy or address such Unacceptable Due Diligence Items within the identified time periods. If Owner advises Project Company that Owner will address an Unacceptable Due Diligence Item, the particulars with respect to the undertaking to remedy the Unacceptable Due Diligence Item, the timing of the undertaking, and the payment of costs relating to the undertaking shall be reflected and agreed by Owner and Project Company in a written “**Remediation Agreement**”, that will be executed and delivered by the Parties, by which the Parties will be bound and on which they may rely. If any Remediation Agreement is with respect to the remedy of any Recognized Environmental Condition, the Remediation Agreement will include Owner's agreement to indemnify Project Company and hold Project Company harmless from and against all damages relating to such Recognized Environmental Condition, and Owner shall retain responsibility for the removal and/or remediation of such Recognized Environmental Conditions. If such Recognized Environmental Conditions materially make infeasible the Commencement of Construction and the Parties confirm such fact in a Remediation Agreement, then the removal and/or remediation of the Recognized Environmental Conditions to the extent Commencement of Construction becomes feasible shall be a condition precedent to Commencement of Construction; and the obligations of Owner under such Remediation Agreement shall continue until such Recognized Environmental Condition has been fully remediated in accordance with all Legal Requirements, rules, and regulations. If Owner declines by written notice to remove, remediate, address, and/or remedy as is appropriate to mitigate the Unacceptable Due Diligence Item(s) at or under the Leased Premises or if Project Company and Owner cannot agree on the terms of a Remediation Agreement within 30 days after the initial delivery by one Party to the other Party of a draft Remediation Agreement, then the Owner shall be deemed to have declined to address the Unacceptable Due Diligence Items covered by the draft Remediation Agreement, and Project Company may either decide to proceed with this Lease or terminate this Lease, subject to and in accordance with § 5.1.

ARTICLE 6. CONDITIONS PRECEDENT TO COMMENCEMENT OF CONSTRUCTION; CONSTRUCTION PERIOD

§ 6.1 Conditions Precedent to Commencement of Construction

Commencement of Construction by Project Company is subject to the satisfaction of the following conditions precedent: (a)

- (a) Satisfactory completion of Project Company Due Diligence with, the results thereof (including the results of any Owner response to any Unacceptable Due Diligence Items) being sufficient, in the sole judgment of Project Company to confirm the suitability of the Leased Premises for the Planned Use;

- (b) If applicable, Owner's delivery of a Remediation Agreement pursuant to § 5.3 to address and/or remedy any Unacceptable Due Diligence Items as further set forth in § 5.3, and, if any Recognized Environmental Conditions addressed by the Remediation Agreement materially makes infeasible the Commencement of Construction, then the mitigation, removal and/or remediation of the Recognized Environmental Conditions to the extent Commencement of Construction becomes feasible;
- (c) There shall be no conditions, encumbrances, or any other limitations affecting the Leased Premises that would unreasonably interfere with the Planned Use or quiet enjoyment of the Leased Premises by Project Company;
- (d) Receipt of all required Governmental Approvals required by any Governmental Authorities for the Planned Use of the Leased Premises and the Solar Facility by Project Company, including any land-use or environmental permits or approvals, including final, non-appealable certificates, permits, licenses, and other approvals;
- (e) Approval of (i) this Lease and (ii) the Construction Agreement (if any) for the Solar Facility by the Financing Parties;
- (f) Execution of all necessary agreements with the Utility for interconnection of the Solar Facility to the Utility's electric distribution system; and
- (g) Execution, delivery, and recording of any easements, including any Interconnection Easements in favor of the Utility as required for interconnection of the Solar Facility.

§ 6.2 Condition Satisfaction Date

Project Company shall notify the Owner in writing when the conditions precedent set forth in § 6.1 have been met and the date of delivery of such notice is referred to as the "**Condition Satisfaction Date**". If all of the conditions precedent above are not satisfied by the Termination Date, then the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate a new Termination Date, in light of such dates, then Project Company may terminate this Agreement by delivering a written notice of termination to the Owner.

§ 6.3 Construction Period; Construction

The "**Construction Period**" shall commence during the Development and Construction Period on the Commencement of Construction, and shall terminate at 11:59 pm on the date immediately preceding the first day of the Operating Term or the date on which this Lease is terminated prior to the commencement of the Operating Term.

§ 6.4 Permitted Use

During the Construction Period, Project Company may conduct in a good and workmanlike manner, in accordance with all Legal Requirements and Good Industry Practice, surveying, drainage and erosion control activities, clearing, ground leveling, compacting, grading, excavating, drilling, boring, landscaping, and all other installation and construction activities in connection with the generation, distribution, and transmission of energy via solar arrays, panels, and other related equipment, including

construction or installation of any access roads and construction of related improvements that may be required pursuant to approval under any certificate, permit, license, or approval from any Governmental Authority or the interconnecting Utility, or any other applicable Legal Requirement. This provision shall not limit any construction related activities outside of the Construction Period deemed necessary or desirable by Project Company in connection with the construction of Solar Facility improvements that may precede or extend beyond the Construction Period.

§ 6.5 Lay-Down Area(s)

Owner hereby grants and conveys to Project Company a limited, exclusive right and license solely during the Construction Period and the period of 180 days thereafter on, over and across the area or areas on the Owner Retained Properties adjacent to the Leased Premises designated by the Project Company for the purpose of lay-down area(s), including for the placement, location, and maintenance of equipment and materials in support of the uses permitted pursuant to § 6.4.

ARTICLE 7. PROJECT COMPANY'S COVENANTS

Project Company covenants, represents and warrants to Owner as follows:

§ 7.1 Mechanics Liens

Project Company will keep the Leased Premises free and clear of all liens and claims of liens for labor, materials, services, supplies, and equipment performed for or furnished to Project Company or in connection with the use of the Leased Premises by Project Company. Project Company may contest any such lien, but will post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Project Company agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within ninety (90) days of notice to Project Company of the creation of any such lien or encumbrance.

§ 7.2 Permits and Laws

Project Company and its designees will at all times comply with all Legal Requirements applicable with respect to the activities of Project Company pursuant to this Lease and will obtain all Governmental Approvals required with respect to the Planned Uses. Owner will provide commercially reasonable cooperation to Project Company in connection with Project Company's efforts to secure such Governmental Approvals. Project Company will have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Project Company or in the names of both Project Company and Owner where appropriate or required, the validity or applicability to the Leased Premises or Solar Facility of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner will cooperate in every reasonable way in such contest, provided Project Company reimburses Owner for its reasonable and actual out-of-pocket expense directly incurred in connection with such+ cooperation, to the extent Project Company has approved such expense in advance. Any such contest or proceeding, including any maintained in the name of Owner, will be controlled and directed by Project Company, but Project Company will protect Owner from the failure of Project Company to observe or comply during the contest with the contested Legal Requirement.

§ 7.3 Project Company Improvements

§ 7.3.1 Ownership of Solar Facility and Nature of Property.

The Solar Facility constructed, installed or placed on the Leased Premises by Project Company pursuant to this Lease will be and remain the sole property of Project Company and Owner will have no ownership or other interest in the Solar Facility, including in any Interconnection Facilities, on the Leased Premises or on any Owner Retained Properties. The Solar Facility is and will remain personal property of the Project Company, notwithstanding any present or future common ownership of the Solar Facility and the Leased Premises and or the ownership of certain Interconnection Facilities by the Utility.

§ 7.4 Removal of Improvements of Project Company

§ 7.4.1 Removal by Project Company.

During the period (the “**Removal Period**”) commencing the last day of the Term and concluding on the earlier of: (a) the date on which the Solar Facility (excluding, for this purpose, the Interconnection Facilities that are not owned by the Project Company) is removed from the Owner Properties consistent with this provision, and (b) the date that is 270 days after the last day of the Term, the Project Company will remove from the Owner Properties the Solar Facility, including any foundations existing at 3 or fewer feet below ground level, but excluding those Interconnection Facilities that are not owned by the Project Company. The provisions of this Lease will continue in effect during the Removal Period, except that the only use of the Leased Premises will be the removal of the Solar Facility. Without limitation, the Project Company will continue to pay the Lease Fee during the Removal Period, subject to proration based on the total number of days included in the Removal Period. During the Removal Period, Owner grants Project Company access to the Owner Properties for permitted removal activities.

§ 7.4.2 Removal by Owner.

If, as required pursuant to this **§ 7.4**, Project Company fails to remove any of the Solar Facility, including those Interconnection Facilities owned by Project Company, by the last day of the Removal Period, then from and after the last day of the Removal Period, Owner may remove the Solar Facility, including such Interconnection Facilities, from the Owner Properties and dispose of them in its sole discretion. In such event, Project Company will reimburse Owner for all reasonable costs of removing the Solar Facility (including such Interconnection Facilities) as required by the Lease, less any salvage value received by Owner, within thirty (30) days after receipt of an invoice from Owner.

§ 7.5 Insurance

Project Company will obtain and maintain in force the policies of insurance set forth in **§ 9.3** during the Term and any Removal Period. Project Company will provide Owner with copies of certificates of insurance evidencing this coverage upon request by Owner.

§ 7.6 Gates and Fences

If necessary and as mutually agreed by the Parties, Project Company may make alterations to any existing fence to secure access to the Leased Premises; alternatively, Project Company may install a new security fence around the perimeter of the Solar Facility. If Owner maintains locks on exterior gates, Owner will provide Project Company with keys or with the combinations to such locks.

ARTICLE 8. OWNER COVENANTS

Owner covenants, represents and warrants to Project Company as follows:

§ 8.1 Title and Authority

Except to the extent otherwise stated in this Lease, Owner is the sole owner of the Leased Premises and the Owner Retained Properties in fee simple and each Person signing the Lease on behalf of Owner has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Project Company herein. Except as set forth on **Exhibit B**, there are no encumbrances or liens (including other tenancies) against the Leased Premises (the “**Encumbrances**”). Owner agrees to deliver any documents necessary to correct any title defects and remove any encumbrances, other than the Encumbrances. All Persons having any ownership interest in the Leased Premises are signing this Lease as and on behalf of Owner. When signed by Owner, this Lease constitutes a valid and binding agreement enforceable against Owner in accordance with its terms. Owner expressly waives all existing and future statutory, common law, and other liens on the Solar Facility that Owner may have under Legal Requirements. To the extent that any such lien cannot be waived under Legal Requirements, Owner hereby subordinates such lien to all existing and future liens and security interests in favor of the creditors of Project Company.

§ 8.2 Cooperation to Eliminate Lien Interference

Owner will cooperate with Project Company to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any Person with an Encumbrance or any other lien, encumbrance, mortgage, deed of trust, lease or other exception to Owner’s fee title to the Leased Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Project Company under this Lease. Owner will also provide Project Company with such further assurances and will execute or will use good faith and reasonable efforts to procure from third-party beneficiaries of Encumbrances and other liens any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Project Company or any of its lenders.

§ 8.3 Governmental Approvals

Owner acknowledges that the ability of Project Company to use the Leased Premises is contingent upon obtaining all Governmental Approvals with respect to the Planned Use to the satisfaction of Project Company in its sole discretion. Owner will also cooperate with Project Company to obtain and maintain during the Term any Governmental Approvals, or other permits or approvals needed for the Solar Facility. If deemed necessary by Project Company, Owner agrees to sign such documents and applications as are required for obtaining and maintaining throughout the Term, any Governmental Approvals with respect to the Planned Use.

§ 8.4 Quiet Enjoyment

As long as Project Company is not in Default of this Lease, Project Company will have the quiet use and enjoyment of the Leased Premises and the rights pursuant to the Easements in accordance with the terms of this Lease without any interference of any kind by Owner, except for such access and use in

favor of the Owner as specifically provided in this Agreement, or any Person claiming through Owner. Owner and its activities on the Leased Premises and any grant of rights Owner makes to any other Person will be only as permitted under this Lease. Except as otherwise specifically permitted or provided herein, Owner will not: (a) interfere with any of the rights or activities of Project Company pursuant to this Lease, (b) suffer, permit, or allow interference with any of the rights or activities of Project Company pursuant to this Lease, (c) materially interfere or allow material interference with the solar speed or solar direction over the Leased Premises, and (d) otherwise engage in activities or allow any activities that might impede or decrease the output or efficiency of the Solar Facility. Owner agrees that this Agreement shall run with the land, be binding on all parties claiming an interest in the Leased Premises or to the Owner Retained Properties to the extent of any Easements, and survive any transfer of the Leased Premises, the Owner Retained Properties or any interest therein.

§ 8.5 Exclusivity

Project Company will have the sole and exclusive rights to install and operate the Solar Facility on the Leased Premises, to use the Leased Premises for solar energy purposes and to convert all solar resources of the Leased Premises. In no event during the Term will Owner construct, build or locate or allow others to construct, build, or locate any solar energy facility or similar project on the Leased Premises.

§ 8.6 Responsibility to Maintain

§ 8.6.1 Responsibility of Project Company to Maintain.

During the Term and subject to § 8.6.2, Project Company will, at its sole cost and expense, maintain the Solar Facility in good condition and repair in accordance with Good Industry Practice, ordinary wear and tear excepted. After the construction of the Solar Facility, Project Company will remove any construction debris and will restore the portions of the Leased Premises not occupied by the Solar Facility to substantially the same condition that such portions of the Leased Premises were in prior to the construction of the Solar Facility. The Solar Facility constructed, installed or placed on the Leased Premises by Project Company pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Project Company at any time. Project Company will maintain the Leased Premises and the Solar Facility. Notwithstanding the requirements of this Section, Project Company will have no subsurface maintenance or other obligations except to the extent of disturbance or release by Project Company on the Leased Premises.

§ 8.6.2 Owner's Responsibility to Maintain

Owner shall remain responsible for the performance of all obligations on the land within the Leased Premises outside of the area on which the Solar Facility resides that Owner incurred prior to the occupation of the Leased Premises by Project Company and upon which the use of the Leased Premises by Project Company relies. In no case shall Project Company be responsible for the performance of any obligations related thereto. If for any reason caused solely by Owner's action or failure to act, Project Company is prevented from reasonable access to the Leased Premises for the purposes set forth in this Lease, Owner shall take all necessary and reasonable steps to remove any such impediment to access and, if required by Project Company, Owner shall promptly provide an alternate means of access to the Leased Premises that is reasonably acceptable to Project Company. If Owner fails to remove any impediments to access or to provide such alternate means of access reasonably acceptable to Project Company, Project Company shall have the right but not the obligation to take all the necessary

and reasonable steps to remove any impediments to access, at Owner's sole cost and expense. In no case shall Project Company be responsible for the performance of any obligations related thereto.

§ 8.7 Environmental Matters

§ 8.7.1 Project Company

During the Term, Project Company will not use, store, dispose of, or release on the Leased Premises or cause or permit to exist or be used, stored, disposed of or released on the Leased Premises as a result of the operations of Project Company, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any Legal Requirement, except in such quantities as may be required in the operations Project Company is permitted to conduct on the Leased Premises and only if such use is in full compliance with all Legal Requirements.

§ 8.7.2 Owner

Prior to the Effective Date, Owner has not and has not permitted or suffered any other Person to have used, stored, disposed of, or released on the Leased Premises and from and after the Effective Date, Owner will not use, store, dispose of or release on the Leased Premises or cause or permit to exist or be used, stored, disposed of or released on the Leased Premises as a result of Owner's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any Legal Requirement, except in such quantities as may be required in the operations Owner is permitted to conduct on the Leased Premises and only if such use is in full compliance with all Legal Requirements. Owner represents and warrants to Project Company that, as of the date hereof, (i) there is no "hazardous substance", "hazardous material", or "solid waste" on, in or under the Leased Premises in violation of any Legal Requirements; (ii) the Owner possesses and is in compliance with all environmental Governmental Approvals applicable to the Leased Premises; (iii) there are no outstanding claims or disputes concerning the Leased Premises or any Governmental Approvals relating to the Leased Premises; (iv) and there are no covenants, conditions, restrictions, Encumbrances, or other private restrictions encumbering the Leased Premises which in any way limit or otherwise restrict the use of the Leased Premises as contemplated by this Lease.

§ 8.8 Access by Owner to the Leased Premises

During the Term of this Agreement, Owner shall not enter on the area of the Leased Premises occupied by the Solar Facility, except in the case of an emergency without the consent of Project Company, such consent not to be unreasonably withheld, conditioned or delayed. Owner may enter the such area of the Leased Premises without the consent of Project Company in the event of an emergency provided that Owner promptly notifies Project Company of such entry and the nature of the emergency. Owner shall request permission to access the Leased Premises upon five (5) business days advanced notice whenever the Owner desires to access the area of the Leased Premises occupied by the Solar Facility, unless there is an emergency which requires immediate access.

ARTICLE 9. INDEMNIFICATION; INSURANCE; DAMAGE

§ 9.1 Liability of Project Company

Project Company assumes sole responsibility and liability to all Persons related to the possession, occupancy, and use of the Leased Premises by Project Company and will defend, indemnify, and hold Owner harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Premises, excluding claims of liability or damage to person or

property to the extent due to Owner or Owner's use of the Leased Premises, or related to claims occurring prior to the Term of this Lease.

§ 9.2 Owner's Liability

Owner assumes sole responsibility and liability to all Persons related to Owner's possession, occupancy, and use of the Leased Premises and the Owner Retained Properties (whether prior to, during, or after the Term), and will defend, indemnify, and hold Project Company harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Premises or Owner Retained Properties, excluding claims of liability or damage to person or property to the extent due to Project Company or its use of the Leased Premises.

§ 9.3 Insurance

At all times after the Effective Date and during the Term, as such Term may be terminated or extended, Owner and Project Company shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each with the premiums thereon fully paid on or before due date, affording minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.

§ 9.4 Damage or Destruction

In the event of significant damage or destruction of the Leased Premises and/or the improvements of Project Company thereto, such that repair and restoration cannot reasonably be accomplished within 180 days, consistent with the use permitted under this Lease, Project Company may terminate this Lease upon written notice to the Owner, in which event the Lease shall be promptly terminated and neither Party shall have any further liability hereunder; provided, however, that (a) all unsatisfied obligations of the Parties accrued through the early termination date shall survive until satisfied (or waived), and (b) without limiting subclause (a), the Parties' rights and obligations under **§ 7.4** shall survive in accordance with such provision.

ARTICLE 10. ASSIGNMENT

§ 10.1 General Assignment

§ 10.1.1 General Limitation on Assignment.

Except as contemplated by § 10.1.2, neither Owner nor Project Company shall have the right to assign its rights or delegate its obligations under this Lease without the prior written consent of the other Party.

§ 10.1.2 Exceptions.

Project Company may assign or otherwise convey its rights, in whole or in part, under this Lease to a Financing Party or to a successor by merger or acquisition, or to a subsidiary or affiliate of the Project Company without the prior written consent of the Owner. Any other assignment or transfer by Project Company shall require written consent of the Owner, which shall not be unreasonably withheld. Further, Owner may transfer the fee interest in any portion of the Leased Premises or the Owner Retained Properties (such transferred property, the "**Transferred Property**"), so long as Owner shall assign and delegate the Lease to the successor in fee title to such Transferred Property, and shall assure that such Transferee assumes the obligations of Owner under this Lease as to the Transferred Property and provides quiet enjoyment to the Project Company to the Transferred Property to the extent

provided or required pursuant to this Lease. In addition, Owner shall give notice to Project Company of any transfer of Transferred Property (and any related assignment and delegation) prior to such transfer. To the extent that Owner fails to provide timely notice of any such transfer and assignment to Project Company, Owner shall assume liability for any payment-related default under this Lease that is attributable to Owner's failure to notify Project Company of such assignment. Further, if Owner assigns this Lease or any portion of this Lease as permitted hereby or with the consent of Project Company, such assignment shall require Owner's assignee to accept such assignment (and any related delegation), and, if required, to accept assignment of any additional agreements required with regard to Project Company's financing arrangements, including but not limited to a consent to the financing arrangements then in effect and an acknowledgement of the applicable Financing Party(ies).

§ 10.2 Collateral Assignment

In addition to the assignment rights under **§ 10.1**, Project Company shall have the right to effect, and Owner hereby consents to, the collateral assignment of the right, title and interest of Project Company in and to this Agreement to a Financing Party for the purposes of financing the Solar Facility.

ARTICLE 11. FINANCING ARRANGEMENTS; MORTGAGE

§ 11.1 Financing Arrangements

Project Company may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any Financing Party. Owner acknowledges that Project Company will obtain construction financing for the Solar Facility from a third party Financing Party and that Project Company may either obtain term financing secured by the Solar Facility or sell or assign the Solar Facility to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Owner acknowledges that in connection with such transactions Project Company may secure the obligations of Project Company by, among other collateral, an assignment of this Agreement and a first security interest in the Solar Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, or other Financing Party, as applicable, Owner agrees as follows:

- (a) Consent to Collateral Assignment. Owner hereby consents to both of the sale of the Solar Facility to a Financing Party and the collateral assignment to the Financing Party of the right, title and interest of Project Company in and to this Agreement;
- (b) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:
 - (1) Step-In Rights. The Financing Party, as owner of the Solar Facility, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Project Company, any and all rights and remedies of Project Company under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Solar Facility;
 - (2) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Project Company thereunder or cause to be cured any default of Project Company thereunder in the time and manner provided by the terms of this

Agreement. Nothing herein requires the Financing Party to cure any default of Project Company under this Agreement or (unless the Financing Party has succeeded to the interests of Project Company under this Agreement) to perform any act, duty or obligation of Project Company under this Agreement, but Owner hereby gives it the option to do so;

- (3) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Solar Facility by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Project Company to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to Owner of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement provided, however, that any transferee or assignee shall have experience operating solar energy facilities similar to the Solar Facility;
- (4) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Project Company under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Owner shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(c) Right to Cure.

- (1) Cure Period. Owner will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Project Company default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.
- (2) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of the assets of Project Company and shall, within the time periods described in § 11.1(3)(a) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third Person, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

§ 11.2 Financing Party a Third Party Beneficiary

Owner agrees and acknowledges that Financing Party is a third-party beneficiary of the provisions of this **ARTICLE 11**.

§ 11.3 Subordination and Non-Disturbance.

Owner shall obtain not later than thirty (30) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Leased Premises. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "**Mortgage**") by Owner which from time to time may encumber all or part of the Leased Premises, any Owner Properties burdened by an Easement granted pursuant to this Lease, or right-of-way; provided, however, as a condition precedent to Project Company being required to subordinate its interest in this Agreement to any future Mortgage covering the Leased Premises, Owner shall obtain a non-disturbance and attornment agreement for the benefit of Project Company in the form reasonably satisfactory to Project Company, and shall recognize the right of Project Company to remain in occupancy of and have access to the Leased Premises as long as Project Company is not in Default of this Agreement beyond applicable notice and cure periods.

ARTICLE 12. DEFAULT

§ 12.1 Events of Default

A "**Default**" means an Event of Monetary Default, as described below, or an Event of Non-Monetary Default, as described below:

§ 12.1.1 Monetary Default

It will be an "**Event of Monetary Default**" if either Party fails to pay any amounts due under ARTICLE 4 of this Lease and the failure is not cured by the non-defaulting Party within sixty (60) days after notice of the failure is given to the Defaulting Party.

§ 12.1.2 Nonmonetary Default

It will be an "**Event of Non-Monetary Default**" if either Party fails to abide by any other material term or condition in this Lease, and the failure is not cured by the defaulting Party within one hundred eighty (180) days after notice of the failure is given by the non-defaulting Party, or, if such failure to abide by any other material term or condition in this Lease cannot reasonably be cured within one hundred and eighty days (180) then length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

§ 12.2 Remedies

If there is a Default, the non-defaulting Party may terminate this Lease or pursue other remedies available at law or equity.

§ 12.2.1 Termination

The non-defaulting Party may terminate this Lease by providing written notice to the defaulting Party. Upon the termination, Project Company will peaceably surrender the Leased Premises to Owner and remove the Solar Facility from the Leased Premises at the expense of Project Company, as set forth in § 7.4.

§ 12.2.2 Specific Performance

Owner acknowledges and agrees that should Owner breach any of its obligations hereunder or otherwise fail to permit Project Company to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to

compensate Project Company for such breach, and therefore, Owner agrees that Project Company will have the right to seek specific enforcement of this Lease. In that event, Owner agrees that Project Company has no adequate remedy at law, and that an order of specific performance may be granted in favor of Project Company.

§ 12.3 Damages

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NEITHER PARTY WILL BE ENTITLED TO, AND EACH OF OWNER AND PROJECT COMPANY HEREBY WAIVES, ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS LEASE.

ARTICLE 13. MISCELLANEOUS

§ 13.1 Notices

Whenever this Lease requires either party to give notice to the other, the notice will be given in writing and delivered by certified mail, return receipt requested, to the party at the address set forth below:

If to Owner:

If to Project Company:

[_____]
c/o groSolar, 9175 Guilford Road, Suite 202
Columbia, MD 21046
Attention: CEO

With a copy to :
Global Resource Options, Inc.
205 Billings Farm Road, Building 4
White River Junction, VT 05001
Attention: General Counsel
Email: Counsel@groSolar.com

§ 13.2 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Project Company deems it to be necessary or desirable to meet legal or regulatory requirements, Project Company may request that Owner re-execute a new lease substantially in the form of this Lease with

a term equal to the Term remaining as of the date of execution of the new lease, and Owner will execute and enter into the new lease with Project Company or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Leased Premises, this Lease will be amended to correct the inaccuracies or insufficiencies.

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Project Company under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at the option, Owner and Project Company will amend this Lease or replace it with a different instrument so as to convert the interest of Project Company in the Leased Premises to a substantially similar interest that makes Project Company eligible for such tax credit, benefit or incentive.

§ 13.3 Confidentiality

Subject to applicable Legal Requirements, Owner will maintain in the strictest confidence, for the benefit of Project Company and any assignee or transferee of Project Company, all information pertaining to the financial terms of or payments under this Lease, the site or product design, methods of operation, methods of construction, power production or availability of the Solar Facility, and the like, whether disclosed by Project Company, any assignee or transferee, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents; or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any Person. Owner will not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Project Company, any assignee or transferee. Notwithstanding the foregoing, Owner may disclose such information to Owner's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Owner regarding this Lease; any prospective purchaser of the Leased Premises who has made a written offer to purchase or otherwise acquire the Leased Premises that Owner desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement will run to the benefit of and be enforceable by Project Company and any assignee or transferee of Project Company. The provisions of this Section 10.8 will survive the termination or expiration of this Lease.

§ 13.4 Choice of Law

The law of the state where the Leased Premises are located shall govern this Agreement without giving effect to conflict of laws principles.

§ 13.5 Arbitration and Attorneys' Fees

Any dispute arising from or relating to this Agreement shall be arbitrated in [] or Baltimore, MD. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

§ 13.6 Parties Bound

This Lease sets forth the entire agreement between Owner and Project Company with respect to the leasing of the Leased Premises. It is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only by written notice executed by Owner and Project Company or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

§ 13.7 Severability

Each provision hereof will be valid and will be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any Person or circumstance will to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby.

§ 13.8 Full Agreement, Modification, Invalidity, Counterparts, Captions

This Agreement, together with any Exhibits, completely and exclusively states the agreement of the parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of Legal Requirements. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

§ 13.9 Recording

Owner and Project Company will execute in recordable form and Project Company will then record a memorandum of this Lease and Easements in the form attached hereto as **Exhibit C**. Owner hereby consents to the recordation of the interest of an assignee in the Leased Premises. In addition, if requested by Project Company, Owner will execute and deliver one or more instruments in recordable form granting the easements herein granted and Project Company will record such instruments once so executed and delivered; provided that Project Company shall enjoy the easement rights herein granted whether or not separate easement grants are executed, delivered, or recorded.

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IN WITNESS WHEREOF, the parties are executing and delivering this Lease as of the Effective Date.

<p>Owner:</p> <p>Signature: _____</p> <p>Signature: _____</p> <p>STATE _____ OF _____ COUNTY OF _____, SS.</p> <p>On this ____ day of _____, 201____, personally appeared _____ known to me, or satisfactorily proven to be the person who is the signatory to the foregoing, and made oath that the foregoing instrument, subscribed by him is true.</p> <p>Before me, _____ Notary Public</p> <p>STATE _____ OF _____ COUNTY OF _____, SS.</p> <p>On this ____ day of _____, 201____, personally appeared _____ known to me, or satisfactorily proven to be the person who is the signatory to the foregoing, and made oath that the foregoing instrument, subscribed by her is true.</p> <p>Before me, _____ Notary Public</p> <p>My commission expires: _____</p>	<p>Project Company: [_____]</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>STATE _____ OF _____ COUNTY OF _____, SS.</p> <p>On this ____ day of _____, 201____, personally appeared _____ known to me, or satisfactorily proven to be the person who is the signatory to the foregoing, and made oath that the foregoing instrument, subscribed by him is true.</p> <p>Before me, _____ Notary Public</p> <p>My commission expires: _____</p>
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EXHIBIT A - DESCRIPTION OF PREMISES

Approximately \-acres composed of three parcels, more particularly described as follows:

Which Leased Premises is depicted on the ALTA Land Title Survey dated [_____] prepared by [_____] attached hereto (the “Survey”) [to be attached].

]

Proprietary and Confidential

EXHIBIT B - ENCUMBRANCES

EXHIBIT C - MEMORANDUM OF LEASE (INCLUDING EASEMENTS)

Subject to revision upon finalization of Lease.

THIS MEMORANDUM OF LEASE AND EASEMENTS (“**Memorandum of Lease**”) is entered into this ____ day of [____], 20[____] by and between [____] (the “**Owner**”), and [____], a limited liability company organized and existing under the laws of the State of [____], and its successors and assigns (“**Project Company**”).

RECITALS:

A. Owner and Project Company have entered into a certain Lease Agreement (the “**Lease Agreement**”) dated [____], 20[____] (the “**Effective Date**”), whereby Owner has agreed to lease to Project Company certain real property in [____], [____] County, [____] and being more particularly described in **Schedule A** attached hereto and made a part hereof (the “**Leased Premises**”), and grant to Project Company access, interconnection, and insolation easement rights (collectively, “**Easements**”), over, under, above, and across the premises of Owner adjacent to the Leased Premises (the “**Owner Retained Properties**”).

B. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Lease; Planned Use.** Owner and Project Company have entered into the Lease Agreement as of the Effective Date to lease and demise the Leased Premises for solar energy purposes and to grant the Easements (defined below). Pursuant to the Lease Agreement, Project Company has the exclusive right to use the Leased Premises for solar energy generation purposes, to install, construct, commission, operate, maintain, and remove solar electricity generation facilities, including interconnection facilities (collectively, the “**Solar Facility**”), and related purposes, including due diligence, investigation, vegetation management, landscaping, access, construction,

commissioning, maintenance, communications, security, repair, replacement, and removal, together with certain rights with respect to the Owner Retained Properties pursuant to the Easements, all as more fully described in the Lease Agreement. Solar energy generation purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. **Lease Term.** The “**Term**” of Lease Agreement includes the “**Development and Construction Period**,” which commences on the Effective Date and expires on earliest of the commencement of the Operating Term (defined below), or the date the Lease Agreement is terminated in accordance with its terms (e.g. – upon default); and the “**Operating Term**,” which is the [twenty-five-year period] that shall commence on the date when the Solar Facility installed on the Leased Premises achieves Commercial Operation (the “**Commercial Operation Date**”) so long as the Commercial Operation Date occurs before the date (the “**Termination Date**”) that is the earliest to occur of: (x) the termination of this Lease in accordance with its terms, and (y) [] [], 20[] except as specified in the Lease Agreement, and up to two (2) “**Renewal Terms**” of five (5) years each, also subject to early termination in accordance with the Lease Agreement. Project Company will deliver written notice to the Owner identifying the Commercial Operation Date within thirty (30) days after the Commercial Operation Date occurs.

3. **Ownership.** Owner will have no ownership and other interest in any Solar Facility installed on the Leased Premises by Project Company and Project Company may remove any portion of, or all of, the Solar Facility at any time.

4. **Easements.** The Access Easement, Interconnection Easements, and the Solar Easement (all as defined below) are collectively referred to as the “**Easements**.”

(a) **Access Easement.** Owner grants to Project Company, for the Term an “**Access Easement**” over, across and on the Owner Retained Properties for ingress to and egress, including utility interconnection, to and from the Leased Premises or the Solar Facility, including the right to install, improve, and maintain access roads, driveways, and lanes. The Access Easement will include the right to improve existing roads and lanes, or to build new roads and access-ways, and will run with and bind the Owner Retained Properties, and will inure to the benefit of and be binding upon Owner and Project Company, as applicable, and their respective heirs, personal representatives, invitees, transferees, successors and assigns, and all Persons claiming under them. The location and dimensions of the areas burdened by the Access Easement will be located by Project Company in its sole discretion, except that Project Company agrees to use commercially reasonable efforts to locate the Access Easement areas so as to minimize the interruption of Owner’s operations on and use of the Owner Retained Properties.

(b) **Interconnection Easements.** Owner grants to Project Company an “**Interconnection Easement**” for the installation, improvement, maintenance, and removal of interconnection facilities relating to the Project Company’s Solar Facility on, over and across the Owner Retained Properties, on such portions of the Owner Retained Properties as will be

designated to Owner by Project Company. At the request of Project Company, Owner will grant to the local distribution utility (“**Utility**”) by written instrument in recordable form reasonably acceptable in form and substance to such Utility an easement over, above, and on the Leased Premises and the Owner Retained Properties for purposes of locating, installing, operating, repairing, replacing, and removing interconnection facilities and other Utility-owned equipment, transmission, or distribution lines, conduits, culverts, and related equipment, consumables, or housing (such easement granted to the Utility, also an “**Interconnection Easement**”). The term of the Interconnection Easements in favor of Project Company will be the same as the Term; and the term of the Interconnection Easements in favor of the Utility may be perpetual.

(c) Solar Easement. Owner grants and conveys to Project Company an exclusive easement on, over and across the Owner Retained Properties for the following: the open and unobstructed access to the sun to any Solar Facility and to ensure adequate exposure of such Solar Facility to the sun (the “**Solar Easement**”). Project Company may maintain vegetation outside of and surrounding the Leased Premises in a condition that mitigates shading effect on the Solar Facility, in Project Company’s sole discretion. The Solar Easement will be for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any Solar Facility is or may be located on the Leased Premises at any time from time to time (each such point referred to as a “**Site**”) and for a distance from each Site to the boundaries of the Leased Premises, together vertically through all space located above the surface of the Leased Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Leased Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Leased Premises. During the Term, Owner may not place or plant any trees, buildings or improvements (an “**Improvement**”) on the Leased Premises or the Owner Retained Properties within the areas burdened by the Solar Easement (or any other Easement), unless Owner has received written approval from Project Company for any such Improvement. Project Company may grant or withhold consent in the discretion of Project Company; and shall be permitted to withhold consent as to any proposed Improvement that may, in the sole judgment of Project Company, impede or materially interfere with the open and unobstructed access to the sun to any Site or solar facility (located either on the Leased Premises or on the Owner Retained Properties). Owner will not materially interfere with, and will not allow any other party to materially interfere with, the free, unobstructed and open and unobstructed access to the sun, solar speed or solar direction over and across the Leased Premises.

5. Lease Rights and Obligations. The Lease Agreement and the Easements and rights granted therein will burden the Leased Premises and the Owner Retained Properties (to the extent provided with respect to the Easements), and will run with the land. The Lease Agreement will inure to the benefit of and be binding upon Owner and Project Company and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Project Company, and their respective heirs, transferees, successors and assigns, and all Persons claiming under them.

6. Purpose of Lease Memorandum. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the Lease and Easement rights in accordance with the terms, covenants and conditions of the Lease Agreement. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement will control.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the ____ [____] day of [____], 20[____].

OWNER:

STATE OF _____)
) ss.

COUNTY OF _____)

On this ____ day of _____, 201____, personally appeared _____ known to me, or satisfactorily proven to be the person who is the signatory to the foregoing, and made oath that the foregoing instrument, subscribed by him is true.

Notary Public

STATE OF _____)
) ss.

COUNTY OF _____)

On this ____ day of _____, 201____, personally appeared _____ known to me, or satisfactorily proven to be the person who is the signatory to the foregoing, and made oath that the foregoing instrument, subscribed by her is true.

Notary Public

[Project Company Signature Page Follows]

Proprietary and Confidential

PROJECT COMPANY

[_____]]
a [_____] limited liability company

By: _____

Its: _____

STATE OF _____)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before this ____ day of _____, 20[___],
by _____, the _____ of [project company], a [state] limited
liability company, on behalf of the limited liability company.

Notary Public

Proprietary and Confidential

Schedule A
TO MEMORANDUM OF LEASE AGREEMENT
Legal Description of Leased Premises

EXHIBIT D - PAYMENT TERMS

I. Development and Construction Period

- (a) *Option Agreement Payments.* The payments by Project Company pursuant to the Option Agreement shall be the consideration for Project Company's rights pursuant to the Lease for the period from the Effective Date through _____.
- (b) *Development and Construction Period Lease Fee.* If the Development and Construction Period has not ended by _____, then on _____ [next calendar day], in consideration of Project Company's rights pursuant to the Lease, the Project Company will pay to the Owner a "Lease Fee" of \$_____ [per month or single, fixed payment] as consideration for the rights of the Project Company through the last day of the Development and Construction Period, subject to proration as provided in paragraph I(c).
- (c) *Proration of Development and Construction Period Lease Fee.* If the Operating Term commences prior to _____, then the "Proration Amount" (defined below) shall be applied as a credit to reduce the Lease Fee payable for the first 12-month period of the Operating Term beginning on the Commercial Operation Date. The "**Proration Amount**" shall be equal to: (i) the amount of the Lease Fee for the Development and Construction Period paid by the Project Company, *multiplied by* (ii) the number of days in the Operating Term from the Commercial Operation Date through _____, *divided by* (iii) _____. Such Proration Amount shall be applied to reduce the first annual Lease Fee payment due for the Operating Term, if applicable.

II. Operating Term

- (a) *Lease Fee for Operating Term.* Subject to paragraph I(c), for each period of 12 consecutive months during the Term commencing the Commercial Operation Date (each a "**Lease Year**"), Project Company shall pay to Owner an annual **Lease Fee** equal to _____ US Dollars (\$_____ USD) per acre of Leased Premises, subject to reduction of the Lease Fee due for the first Lease Year by any Proration Amount.
- (b) *Calculation of Lease Fee; Leased Premises Area.* The area of the Leased Premises shall be [_____ acres] OR [determined based on the Survey of the Leased Premises procured by the Project Company as part of Project Company Due Diligence]. The areas underlying any easement benefitting the Leased Premises, including the Easements, shall not be included within the Leased Premises for any purpose, including for the purpose of calculating the Lease Fee.
- (c) *Changes to Lease Fee.* [Include only if applicable.]

- (d) *Taxes.* The Lease Fee shall be inclusive of any real property tax or other taxes and assessments, except as otherwise specified pursuant to the Lease.
- (e) *Lease Fee for Renewal Terms.* [Include only if Lease Fee changes for Renewal Terms.] The annual Lease Fee for the first Renewal Term, described in § 3.1.3, shall be _____ US Dollars (\$_____ USD) per acre and the Lease Fee for the second Renewal Term, described in § 3.1.3, shall be _____ US Dollars (\$_____ USD) per acre.
- (f) *Payment of Lease Fee.* The Lease Fee (subject to reduction for any Proration Amount) shall be payable in advance on the Commercial Operation Date for the first Lease Year, and on each anniversary of the Commercial Operation Date for the Lease Year beginning on such anniversary. If the Term ends on a day other than the anniversary of the Commercial Operation Date, without limitation as to any Lease Fee due for any Removal Period, the annual Lease Fee paid for the Lease Year in which the termination occurs shall be pro-rated and refunded.
- (g) *Removal Period.* The Lease Fee payable for any Removal Period will equal (i) the annual Lease Fee for the Lease Year in which the Lease is terminated or expired, *multiplied by* (ii) the total number of days in the Removal Period, *divided by* (iii) 365. The Lease Fee payable for any Removal Period will be paid no later than thirty (30) days after the last day of the Removal Period.

APPENDIX E

OPERATIONS AND MAINTENANCE EXPERIENCE

Project	City	State	Zip	Size (MW)	Size (kW)	Type
Ashburnham	Ashburnham	MA	01430	4.0	3,987	GM
Berkley East	Berkley	MA	02779	3.9	3,880	GM
CCMUA	Camden	NJ	08104	1.8	1,807	WWTP
Clarendon	Clarendon	VT	05759	2.4	2,390	GM
Clean Harbors	Bridgeport	NJ	08014	1.5	1,507	GM
Keystone	Lancaster	PA	17566	6.0	6,004	GM
Lake County - East Chicago	East Chicago	IN	46312	2.7	2,690	GM
Lake County - Griffith	Griffith	IN	46319	2.7	2,690	GM
Limerick Road	Shelburne	VT	05482	3.0	2,963	GM
Longwood Gardens	Kennett Square	PA	19348	1.6	1,572	GM
Sterling	Sterling	MA	01564	2.4	2,392	GM
Templeton	Templeton	MA	01468	4.5	4,506	GM
Marion - Belmont	Maywood	IN	46253	5.2	5,189.00	GM
Marion - LNGN	Indianapolis	IN	46298	1.9	1,908.00	GM
Chester	Chester	VT	05143	0.8	750.00	GM
Royalton	Royalton	VT	05068	0.7	664.00	GM
Charter Hill	Rutland	VT	05701	1.3	1,330.00	GM
Pittsford	Pittsford	VT	05763	0.7	700.00	GM
Proctor	Proctor	VT	05765	0.7	708.70	GM
Williamstown	Williamstown	VT	05679	0.8	753	GM

Total Projects:
20

Total MW: Avg. kW:
48.39 2420