

**CITY OF COATESVILLE
COUNTY OF CHESTER**

AN ORDINANCE AUTHORIZING THE CITY OF COATESVILLE TO LEASE THE CITY'S PROPERTY LOCATED AT 201 SOUTH MT. AIRY ROAD, VALLEY TOWNSHIP, COUNTY OF CHESTER, UPI NO. 38-2-20, TO TRINA SOLAR US SBU, LLC, FOR PURPOSES OF CONSTRUCTING AND OPERATING A SOLAR ENERGY GENERATION FACILITY ("SOLAR FACILITY"), FOR A TWENTY YEAR TERM, WITH OPTIONS FOR TWO FIVE YEAR EXTENSIONS, WITH AN ANNUAL RENTAL PAYMENT OF NOT LESS THAN SIXTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$62,500.00), AND PAYMENT OF RENTS COMMENCING AT THE START OF CONSTRUCTION OF THE SOLAR FACILITY AND CONTINUING ANNUALLY ON THE ANNIVERSARY DATE THEREOF FOR THE TERM OF THE LEASE.

WHEREAS, the City of Coatesville (hereinafter the "City") is a Home Rule Municipality operating by means of a home rule charter and the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the City seeks to lease its property located at 201 South Mt. Airy Road, Valley Township, County of Chester, UPI No. 38-2-20 (the "Property") for the construction and operation of a solar energy generation facility; and

WHEREAS, the City issued a request for proposals to lease the Property for use as a solar facility; and

WHEREAS, in response to the request for proposals, Trina Solar US SBU, LLC ("Trina"), submitted a proposal; and

WHEREAS, pursuant to Trina's proposal it is understood that the term of the lease of the Property shall begin on the date the lease is signed by the parties and shall continue for a period of twenty (20) years, with two (2) extensions of five (5) years each upon the request of Trina; and

WHEREAS, Trina will pay rent of not less than \$62,500.00 per year beginning on the date construction of the Solar Facility begins and on each anniversary thereof for the remaining term of the lease, including any extensions; and

WHEREAS, the City Charter, §2-301.G, requires that the City pass an Ordinance authorizing the leasing of real property; and

WHEREAS, the lease will provide the City with revenue and is otherwise beneficial to the City and its residents.

NOW THEREFORE, in accordance with the foregoing authority, which incorporates all rights and powers granted to the City of Coatesville under its Charter and the laws of the Commonwealth of Pennsylvania, it is hereby enacted and ordained as follows:

1. The City Council of the City of Coatesville authorizes the President of Council and the City Manager to execute a lease with Trina Solar US SBU, LLC, in substantially the form attached hereto as Exhibit "A," with such modifications, other than the term of the lease and rents to be paid, as may be necessary to comport with the City Charter, the General Laws of the City of Coatesville, this Ordinance, and as may be in the best interest of the City of Coatesville.
2. All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed insofar as the same affects this ordinance.
3. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof.
4. This Ordinance shall be effective thirty (30) days after publication following final adoption in accordance with the City Charter.

ENACTED AND ORDAINED this 8th day of March, 2021.



Linda Lavender-Norris, President City Council

ATTEST:



James Logan, City Manager

CERTIFICATION

I HEREBY CERTIFY that the foregoing Ordinance was introduced on the 22nd day of February, 2021, was duly enacted by the Council of the City of Coatesville, Chester County, Pennsylvania, on the 8th day of March, 2021, and that the vote upon the said Ordinance has been recorded in the Minutes of the City Council and that the Ordinance has been fully recorded.

SOLAR LEASE

THIS SOLAR LEASE (this “*Lease*”) is made as of the ____ day of [____] 2021 (the “*Effective Date*”), by and between [____], a [Pennsylvania limited liability company] (“*Landlord*”) and [____], a [Pennsylvania limited liability company] (“*Tenant*”). Landlord and Tenant may be referred to hereinafter collectively as the “Parties,” and individually as a “Party.”

Recitals

A. Landlord is the owner in fee of certain real property known as [LANDFILL NAME] [ADDRESS], and identified as Parcel Identification Numbers [____] and [____], respectively, as more particularly described in Exhibit A-1 (“*Landlord’s Property*”).

B. Tenant wishes to lease from Landlord the Landlord’s Property, together with certain appurtenant easements and rights over, across, to and through other portions of Landlord’s Property (“*Appurtenant Rights*”), on which to install, own and operate a Solar Facility (as defined below), and Landlord is willing to lease the Landlord’s Property, or a portion thereof, and grant Appurtenant Rights to Tenant for such purposes, all on and subject to the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

SECTION 1. DEFINITIONS.

The following capitalized terms used herein and not otherwise defined shall have the following meanings:

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

“*Applicable Law*” means any Law that is applicable to a Party to this Lease, the transactions described herein, the Solar Facility or any portion of the Landlord’s Property subject to this Lease.

“*Approval Period*” has the meaning set for in Section 4(b).

“*Approvals*” has the meaning set forth in Section 4(b).

“*Appurtenant Rights*” has the meaning set forth in Recital B.

“*Closed Landfill Hazardous Waste Site*” means a landfill hazardous waste site, or a portion of a landfill hazardous waste site, for which performance is complete with respect to all activities associated with the design, installation, purchase, or construction of all measures, structures, or equipment required by the Pennsylvania Department of Environmental Protection or United States

Environmental Protection Agency, pursuant to law, in order to prevent, minimize, or monitor pollution or health hazards resulting from a landfill hazardous waste site subsequent to the termination of operations at any portion thereof, including, but not necessarily limited to, the placement of earthen or vegetative cover, and the installation of methane gas vents, monitors, and air pollution control devices and leachate monitoring wells or collection systems at such site. "Closed Landfill Hazardous Waste Site" shall also mean any closed landfill hazardous waste site as may be defined or redefined by any Governmental Authority.

"Commercial Operation" means that (i) Tenant has obtained all necessary licenses, permits and approvals for the installation and operation of the Solar Facility, (ii) the Solar Facility has been installed and is interconnected with the Utility, (iii) the Solar Facility is able to generate and deliver electricity to customers or third party customers through the electricity distribution (EDC) or transmission systems (RTO) and has commenced such deliveries in accordance with the Pennsylvania Community Solar Program.

"Commercial Operation Date" means the date on which the Solar Facility has achieved Commercial Operation but shall not include the generation of electricity or other use of the Solar Facility for testing, demonstration, or permitting purposes.

"Community Solar Program" means any program implemented by the State of Pennsylvania, or any subdivision thereof, that allows a centralized solar power facility to supply electricity to multiple residential or commercial electricity customers at a separate location using Utility transmission and distribution infrastructure.

"Condemnor" has the meaning set forth in Section 13(a).

"Decommissioning" means performance of the Decommissioning Obligations.

"Decommissioning Deposit" has the meaning set forth in Section 18.

"Decommissioning Obligations" has the meaning set forth in Section 18.

"Decommissioning Period" means the period commencing at the expiration or earlier termination of the Operations Period and continuing until the earlier of (i) one hundred eighty (180) days, or (ii) the date on which Tenant completes its Decommissioning Obligations.

"Default" has the meaning set forth in Section 17(a).

"Development Period" means the period from the Effective Date to and including the Commercial Operation Date.

"Direct Current" or "DC" means current is in a unidirectional flow of an electric charge.

"Easement Premises" has the meaning set forth in Section 7(a).

"Effective Date" has the meaning set forth in the introductory paragraph of this Lease.

“Emergency” means any condition or situation that in the sole judgment of Tenant, Utility, or any Governmental Authority (i) endangers or might endanger life or property, including the Solar Facility, or (ii) adversely affects or might adversely affect Tenant's ability to maintain safe and reliable conditions or operations at the Solar Facility.

“Environmental Laws” has the meaning set forth in Section 4(h).

“Existing Encumbrances” means those interests in the Landlord’s Property set forth in Exhibit C.

“Feasibility Study Period” has the meaning set forth in Section 3(d).

“Financing Party” has the meaning set forth in Section 15(a).

“Force Majeure” has the meaning set forth in Section 19.

“Governmental Authority” means any nation, government, state or other political subdivision thereof, whether foreign or domestic, including, without limitation, any municipality, township and county, and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, including, without limitation, any corporation, or any entity owned or controlled by any of the foregoing.

“Hazardous Substances” has the meaning set forth in Section 4(h).

“Interconnection” means all physical connection of the Solar Facility to any electrical or fiber optic infrastructure, including future utility improvements and Utility infrastructure.

“Interest Rate” has the meaning set forth in Section 6(e).

“Landlord Mortgagee” has the meaning set forth in Section 11(a).

“Landlord Mortgage” has the meaning set forth in Section 11(a).

“Landlord Parties” has the meaning set forth in Section 7(a).

“Landlord’s Property” has the meaning set forth in Recital A.

“Law” all laws, statutes, treaties, codes, ordinances, regulations, certificates, orders, licenses and permits of any Governmental Authority, now in effect or hereafter enacted, amendments and interpretations of any of the foregoing by a Governmental Authority with jurisdiction, and all applicable judicial, administrative, arbitration and regulatory decrees, judgments, injunctions, writs, orders, awards or like actions.

“Leased Property” has the meaning set forth in Section 2(a).

“Losses” has the meaning set forth in Section 12(d).

“Megawatt” is a measure equal to one million watts of peak power generation of the Solar Facility.

“**Nameplate Capacity**” is the maximum rated capacity or installed capacity output of the Solar Facility.

“**Non-Payment Default**” has the meaning set forth in Section 17(b).

“**Notice of Lease**” has the meaning set forth in Section 16(a).

“**Notice of Termination**” has the meaning set forth in Section 17(a).

“**Operations Period**” means the period from the Commercial Operation Date through the first to occur of (i) the later of the twentieth (20th) anniversary of the Commercial Operation Date or the duration of the Pennsylvania Community Solar Program, or (ii) the date on which the Operations Period is terminated in accordance with the provisions of this Lease.

“**Payment Default**” has the meaning set forth in Section 17(b).

“**Permitted Encumbrances**” has the meaning set forth in Section 9(b).

“**Permitted Use**” means the evaluation, development, installation, construction, Interconnection, maintenance, ownership, operation, repair, replacement, upgrade and Decommissioning of the Solar Facility and the production, storage, delivery and sale of electricity produced by the Solar Facility and/or associated Solar Attributes and all other purposes necessary or incidental thereto.

“**Person**” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

“**Power Purchase Agreement**” or “**PPA**” means an agreement between the Tenant and an unrelated third-party for the generation, sale and consumption of the electricity, or a portion thereof, produced by the Solar Facility.

“**Renewal Period**” has the meaning set forth in Section 3(b).

“**Real Property Taxes**” has the meaning set forth in Section 6(a).

“**Rent**” means the payments to be made in accordance with Section 5.

“**Rent Commencement Date**” has the meaning set forth in Section 5(a).

“**Solar Easement**” has the meaning set forth in Section 7(a).

“**Solar Attributes**” has the meaning set forth in Section 4(e).

“**Solar Facility**” means a proposed solar facility [describe project size, location, and general description], including but not limited to, solar energy collection cells, modules, panels, and related facilities and equipment to capture and convert sunlight for photovoltaic energy generation, including without limitation, all associated foundations, support structures, trackers, bracing, wiring, monitoring and security equipment, all AC and DC low-voltage and high-

voltage electrical collection, transmission and distribution wires, storage and battery facilities, communication wiring and equipment, inverters, transformers, and facilities for Interconnection with the Utility, signage, fencing, roads, and all other related equipment incidental to the generation of electricity using sunlight, whether now existing or developed in the future, all of which is to be installed by Tenant on the Leased Property, as more particularly described in Section 4.

“**Subordination, Nondisturbance and Attornment Agreement**” or “**SNDA**” has the meaning set forth in Section 11(a).

“**Tenant Parties**” has the meaning set forth in Section 7(a).

“**Tenant’s Losses**” has the meaning set forth in Section 13(c)(ii).

“**Term**” has the meaning set forth in Section 3(a).

“**Uncured Default**” has the meaning set forth in Section 17(a).

“**Utility**” means (i) the electric distribution company(ies) (EDC): PECO Energy Company, and any successors and assignees; (ii) the regional transmission organization (RTO), PJM Interconnection LLC (PJM), and any successors and assignees; (iii) the Pennsylvania Public Utility Commission (PAPUC); and (iv) Governmental Authorities.

“**Violation**” has the meaning set forth in Section 7(b).

SECTION 2. LEASE; APPURTENANT RIGHTS; UTILITY EASEMENT.

(a) Leased Property. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the real property described in Exhibit B-1 (the “**Leased Property**”), together with the Appurtenant Rights and other rights and privileges set forth herein, for the Permitted Use and for the Term, on and subject to the terms and conditions of this Lease. Tenant’s rights under this Lease with respect to the Leased Property shall be exclusive and Landlord acknowledges that Landlord may not grant any other Person any such rights. The Parties agree that the Leased Property shall be located as depicted on the plan entitled [_____] prepared by [_____], a copy of which is attached hereto as Exhibit A-2. Nothing contained herein shall prohibit Landlord from subdividing Landlord’s property, so long as Tenant’s rights and privileges set forth herein are not affected or diminished by such subdivision. Prior to construction of the Solar Facility, Tenant may engage in assessment, development and design activities on the Landlord’s Property, including, but not limited to (i) feasibility studies, including measurement of sunlight or solar energy potential and other meteorological data; (ii) geotechnical and environmental analysis, design, siting and analysis of the proposed Solar Facility; and (iii) such other tests, analysis or studies as may be required by Governmental Authorities, permitting agencies or as Tenant deems advisable.

(b) Access and Transmission Easements. Landlord hereby grants, sells and conveys to Tenant for the duration of the Term an easement and right of way for ingress to and egress from, and over, across and through the area of Landlord’s Property described in Exhibit B-2 (the “**Access Premises**”) in order for Tenant, its employees, invitees, agents, contractors and subcontractors to access by vehicle, foot or otherwise, the Leased Property and the Solar Facility for the Permitted

Use (the "Access Easement"). Tenant's Access Easement includes the right to use any existing roads on the Landlord's Property and to install and maintain new roads as necessary to access the Solar Facility from any public roadway. Except as provided in Section 10 hereof, Tenant's Access Easement shall be non-exclusive. Landlord may use any roads constructed by Tenant on the Access Premises for access to other portions of the Landlord's Property other than the Leased Property. Tenant, its employees, invitees, agents, contractors and subcontractors, shall have unlimited access to the Leased Property at all times during the Term to install, operate, maintain, repair, replace, improve upon, inspect, modify, add to, upgrade, dispose of and Decommission all or any portion of the Solar Facility. In addition, Landlord grants, sells and conveys to Tenant an easement to build, maintain, repair, upgrade, install and from time to time relocate electrical lines running to and from the Solar Facility to any point of Interconnection with the Utility, as well as related equipment and communication facilities servicing the Solar Facility ("Transmission Easement") through that portion of the Landlord's Property described in Exhibit B-3 ("Transmission Premises"). Landlord shall not plant trees, excavate, install improvements, or otherwise undertake activities within the Transmission Premises which will interfere with the Solar Facility.

(c) Additional Easements. In addition to the Access Easement and Transmission Easement, Landlord grants, sells and conveys to Tenant the following additional easements, licenses and rights to the Landlord's Property: (i) an easement to use that portion of the Landlord's Property within the Solar Easement for the placement, storage, handling and parking of equipment, materials and vehicles during construction, maintenance and repair of the Solar Facility and during the Decommissioning Period; and (ii) an easement and right to access and utilize existing drainage available at the Landlord's Property during construction, maintenance, repair and Decommissioning of the Solar Facility; and (iii) an easement for subjacent and lateral support on Landlord's Property and any other property owned by Landlord located adjacent to the Leased Property or Landlord's Property to whatever extent is necessary for the safe construction operation and maintenance of such Solar Facility, as reasonably determined by Tenant, and Landlord covenants Landlord shall not excavate, nor permit excavation, so near the sides of or underneath the Solar Facility as to undermine or otherwise adversely affect its stability; and (iv) the right and license for the Solar Facility to create, cause, increase, accentuate, or otherwise contribute to the occurrence of light, noise, vibration, shadows, shadow and light flickering, glare and reflection, on and across the Leased Property and Landlord's Property, and Landlord waives and releases any claims or causes of action arising from or related to the occurrence of any such events. The easements, licenses and other rights granted from Landlord to Tenant hereunder shall burden Landlord's Property and any other adjacent property owned by Landlord as needed hereunder and benefit the Leased Property and shall run with the land.

(d) Utility Easement and Consent. At the request of the Utility, Landlord shall grant an easement to the Utility, for a period no shorter than the Term (or for such longer term if required by the Utility in keeping with its standard practice), for access, ingress, egress, utilities and related rights to the Leased Property over, across and through Landlord's Property and/or any surrounding or nearby real property owned or leased by Landlord, which is necessary or convenient to install or gain access to or to provide utility service to the Solar Facility or the Leased Property, which easement shall be granted by written instrument in form reasonably acceptable to the Utility and in recordable form, and shall burden Landlord's Property and any such surrounding property and benefit the Leased Property and shall run with the land. At the request of the Utility or Tenant, Landlord shall also sign and deliver a written consent agreement to Utility,

in form and content provided by the Utility, for the purpose of providing the Utility with assurance that installation of the Solar Facility by Tenant on Landlord's Property has been approved by Landlord.

(e) Landlord specifically agrees that the Leased Property includes, and all covenants and agreements of the Landlord with respect to the Leased Property shall specifically apply to, any and all right, title and interest of the Landlord in any road, street, highway, alley or similar public or private way abutting or adjoining any portion of the Leased Property, Access Premises, and Transmission Premises, and any related public easements or rights-of-way, subject only to the express provision of any such existing right-of-way or easement and future uses permitted by Applicable Laws.

(f) The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Tenant pursuant to this Lease and Tenant's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Leased Property may share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of such project, and that the covenants, conditions, rights and restrictions in favor of Tenant pursuant to this Lease shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of such project remains operational. Any non-use of any portion of the Leased Property, Access Premises, Transmission Premises or Solar Facility for any period of time shall not be deemed an abandonment by Tenant of any of its rights or interests under this Lease.

SECTION 3. TERM; EARLY TERMINATION.

(a) Term. The term of this Lease ("**Term**") shall consist of the Development Period, Operations Period and Decommissioning Period and shall commence on the Effective Date and continue until the end of the Decommissioning Period immediately following the later of the twentieth (20th) anniversary of the Commercial Operation Date or the duration of the Pennsylvania Community Solar Program, unless extended pursuant to Section 3(b) or sooner terminated in accordance with the terms hereof.

(b) Renewal. Provided Tenant is not then in Default, Tenant shall have the right to renew this Lease for up to an additional four (4) consecutive five (5) year periods (each a "**Renewal Period**") by providing written notice to Landlord of its intent to so renew the Lease, delivered on or before sixty (60) days prior to the end of the original Operations Period or the then current Renewal Period. All terms and conditions of this Lease shall be and remain in full force and effect during the Renewal Periods, if any, and the word "Term" as used herein shall mean and include any Renewal Period.

(c) Extension of Term. In the event that Tenant shall upgrade the Solar Facility as permitted herein, and such upgrade results in the increase to the panel capacity of the Solar Facility of Fifty Percent (50%) or more, then upon completion of the construction of such upgrade the Term of this Lease shall be automatically extended by a period of thirty (30) years. Should such upgrade be completed during any Renewal Period, Tenant shall have the right to renew this Lease for up to an additional four (4) consecutive five (5) year periods pursuant to Section 3(b) above upon

completion of the automatic extension herein.

(d) Early Termination. Notwithstanding any provision contained herein to the contrary, Tenant may terminate this Lease without penalty upon written notice to Landlord given in accordance with the notice provisions hereof at any time within ninety (90) days after the Effective Date ("*Feasibility Study Period*") for any reason or no reason, following which the Parties shall have no further obligations hereunder except for any obligations which by their terms survive the termination of this Lease.

SECTION 4. INSTALLATION, OPERATION AND OWNERSHIP OF THE SOLAR FACILITY

(a) Landlord's Consent. Landlord hereby consents to Tenant's installation of the Solar Facility on Landlord's Property in accordance with the terms hereof, including without limitation Tenant's erection and installation of support structures on which solar modules and other equipment and facilities will be installed and the physical mounting and adhering of such solar array structures and other components of the Solar Facility to Landlord's Property. As of the date hereof, Tenant anticipates that the Solar Facility will include the components and design set forth in Exhibit D, which Landlord has reviewed and which Landlord approves, but Tenant may at any time and from time to time modify the design and scope of the Solar Facility, including the selection of the components of the Solar Facility, as Tenant in its sole discretion may determine, and Landlord hereby approves of and consents to such modifications. Tenant reserves the right to relocate or reconfigure the Solar Facility upon the Landlord's Property during the Term of this Lease. Notwithstanding any provision contained herein to the contrary, Landlord acknowledges and agrees that solar energy technologies are improving at a rapid rate and that it is likely that Tenant may (although Tenant shall not be required to) replace or upgrade from time to time parts or all of the then existing Solar Facility with newer models or designs, and Landlord hereby consents to any and all such replacements or upgrades.

(b) Approvals; Utility Upgrades. Within eighteen (18) months from the expiration of the Feasibility Study Period ("*Approval Period*"), Tenant, at its cost and expense, shall apply for and obtain: (i) all governmental permits, licenses, certificates, approvals, and other entitlements for use necessary for the installation and operation of the Solar Facility on the Leased Property, and (ii) an interconnection agreement with PECO Energy Company or PJM all in form and substance acceptable to Tenant ("*Approvals*"). Tenant shall have the right to extend the Approval Period for three (3) consecutive three (3) month periods in the event proper applications have been submitted but have not been acted upon by any reviewing entity. Landlord hereby consents to any action taken by Tenant in applying for and obtaining any and all Approvals and hereby appoints Tenant its agent in connection with applying for and obtaining such Approvals. Upon the execution of this Lease, Landlord shall execute the Consent of Landlord form attached hereto as Exhibit F. If necessary, Landlord shall also execute any additional documents required by Governmental Authorities for Tenant to apply and obtain such Approvals.

(c) Progress of Installation; Notice of Commercial Operation Date. Tenant shall give Landlord periodic updates on the progress of installation of the Solar Facility. After Tenant has determined, in its reasonable judgment, that Commercial Operation of the Solar Facility has been achieved, Tenant shall provide Landlord with written notice to this effect, which notice shall

specify the Commercial Operation Date for the Solar Facility.

(d) Access; Operation; Repair and Replacement. Except in the case of an Emergency and routine maintenance, Tenant agrees to give Landlord forty-eight (48) hours' advance notice prior to commencing construction of the Solar Facility or conducting any repair, replacement, upgrade, or modification of all or any portion of the Solar Facility and prior to commencing its Decommissioning Obligations hereunder. Tenant shall make reasonable efforts to exercise its rights under this Lease in a manner that minimizes interference with the use of that portion of Landlord's Property not leased to Tenant, or subject to the Access Easement, Transmission Easement or other easements in favor of Tenant, by Landlord or others lawfully entitled to use such property.

(e) Personal Property; Ownership. Landlord acknowledges and agrees that the Solar Facility is and shall remain the personal property of Tenant and that no part of the Solar Facility shall become or be deemed a fixture, notwithstanding the manner in which the Solar Facility is or may be attached to any real property of Landlord, and notwithstanding any present or future common ownership of the Solar Facility and any portion of the Landlord's Property, and Landlord further acknowledges and agrees that Landlord shall have no right, title or interest in the Solar Facility or any component thereof, notwithstanding that such Solar Facility or portions thereof may be physically mounted or adhered to Landlord's Property. The Parties acknowledge and agree that, as between them, Tenant shall be the owner of the Solar Facility and all products and attributes associated with the existence and operation of the Solar Facility throughout the Term, including, without limitation, electric energy generated by the Solar Facility and all electricity net metering credits, Interconnection, solar renewable energy credits, electricity capacity, renewable energy certificates, forward capacity payments and other environmental attributes associated therewith and all tax and other governmental financial incentives, credits, offsets or allowances generated and resulting from the existence or operation of the Solar Facility or the production or sale of electricity generated from the Solar Facility (collectively "**Solar Attribute s**"). Title to the Solar Facility and all improvements thereto and permits and entitlements associated therewith and to all Solar Attributes shall at all times be and remain with Tenant.

(f) Landlord's Cooperation. Landlord shall fully support and cooperate with Tenant in Tenant's conduct of its operations and exercise of its rights under this Lease (including with limitation, Tenant's efforts to obtain Approvals, obtain financing from any Financing Party, defined below, obtain and sell Solar Attributes of any kind associated with the Solar Facility, or engage in any permitted assignment of this Lease) and Landlord shall promptly perform all such acts as Tenant may reasonably specify to fully effectuate each and all of the purposes and intent of this Lease. Without limiting the generality of the foregoing, Landlord acknowledges and agrees that the activities of Tenant contemplated by this Lease may be accomplished by Tenant or one or more third parties authorized by Tenant, and Landlord shall provide reasonable cooperation and accommodation for any such third party to perform any activity contemplated by this Lease.

(g) Liens. Tenant shall keep the Leased Property and Landlord's Property free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed on or furnished to Tenant or the Solar Facility on the Leased Property, Access Premises, or Transmission Premises, or in connection with Tenant's use of the Premises, Access Premises, or Transmission Premises. Tenant may contest any such lien but shall post a bond or utilize other

available means to remove any lien that is created during the contested proceeding. Tenant agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within ninety (90) days of the creation of any such lien or encumbrance.

(h) Tenant shall not, and shall not allow Tenant's contractors or suppliers to, use, store, dispose of or release on Landlord's Property or any adjacent property, or cause or permit to exist or be used, stored, disposed of, or released on Landlord's Property or adjacent property any Hazardous Substances as a result of Tenant's activities on the Leased Property, except in such quantities as may be required in its normal business operation and only if such use is not harmful to Landlord and is in full compliance with all Environmental Laws. Tenant shall comply with all Environmental Laws applicable to its use and occupation of, or activities on, the Leased Property. For purposes of this Lease, "Environmental Laws" means any federal, state and local laws, including statutes, regulations, rulings, orders, administrative interpretations and other governmental restrictions and requirements, relating to the production, handling, release, discharge, treatment or disposal of air pollutants, water pollutants, process waste water, Hazardous Substances, toxic substances or otherwise relating to the natural environment or natural resources. For purposes of this Lease, "Hazardous Substances" means (A) any substance which is listed, defined, designated or classified under any Environmental Law as a (i) hazardous material, substance, constituent or waste, (ii) toxic material, substance, constituent or waste, (iii) radioactive material, substance, constituent or waste, (iv) dangerous material, substance, constituent or waste, (v) pollutant, (vi) contaminant, or (vii) special waste; (B) any material, substance, constituent or waste regulated under any Environmental Laws; or (C) petroleum, petroleum products, radioactive materials, polychlorinated biphenyl, pesticides, asbestos, or asbestos-containing materials. If Tenant places, disposes of, or releases any Hazardous Materials in or onto Landlord's Property and such placement, disposal or release results in the contamination of the Landlord's Property, then Tenant shall remediate such Hazardous Materials in accordance with any remediation order or requirements of any Governmental Authority with jurisdiction at Tenant's expense.

SECTION 5. RENT.

(a) Rent. Commencing on the start of construction of the Solar Facility ("**Rent Commencement Date**"), and each anniversary date thereafter for the Term, Tenant shall pay Landlord annual rent of [] Dollars (\$[]) in advance for the succeeding year for [] ([]) acres, subject to \$[]/acre adjustments thereto based on any decreases/increases in acreage needed for the Solar Facility ("**Rent**"). Except as provided herein, Landlord acknowledges and agrees that Tenant shall have no obligation to pay Rent to Landlord hereunder for the period prior to the Rent Commencement Date and that the Rent is the only rent Tenant shall be obligated to pay Landlord hereunder during the Term.

(b) Method of Payment. Rent may be paid by check or wire transfer. Upon request by Tenant, Landlord shall provide Tenant with account information to which wire transfers may be made. Tenant shall be entitled to conclusively presume, without any liability whatsoever, that the payment information furnished by Landlord (for example, name, financial institution, account numbers, and payee) is accurate. In no event shall Tenant be required to pay any bill more than once when the invoice was first paid in accordance with Landlord's instructions.

(c) IRS Form W-9. Notwithstanding anything in this Lease to the contrary, Tenant

shall have no obligation to make any payment to Landlord otherwise required under this Agreement until Landlord has returned to Tenant a completed Internal Revenue Service Form W-9, such W-9 form to have been provided by Tenant to Landlord prior to execution of this Lease.

(d) Tenant shall be entitled to pay all Rent due to the Landlord representative identified in Section 20 and the Landlord's then current W-9(s). In the event Landlord wishes to have Tenant allocate the Rent among those persons comprising Landlord, all such persons shall request such an allocation in writing and agree to indemnify Tenant for any claim by any of them or any other Person for payments or rent in different amounts or to different Persons.

SECTION 6. TAXES.

(a) Real Property Taxes. Tenant shall be liable for and shall pay as and when due any real property taxes assessed exclusively against the Solar Facility during the Term and Landlord shall be and remain responsible for and shall pay as and when due all real property taxes assessed against Landlord's Property, including the Leased Property, and including all improvements on Landlord's Property other than the Solar Facility, throughout the Term. Landlord shall promptly furnish Tenant with copies of all bills for real property taxes for which Tenant is responsible, as and when Landlord receives such bills from the taxing authority and, to the extent possible, shall take steps to ensure that copies of all such bills are sent directly from the taxing authority to Tenant at the same time as such bills are sent to Landlord. Landlord shall cooperate with Tenant in pursuing applicable or potentially applicable exemptions relating to real property taxes attributable to the Solar Facility and in obtaining any available refunds or abatements of real property taxes paid by Tenant hereunder. Landlord acknowledges and agrees that under no circumstances shall Tenant be liable for any real property taxes attributable to or associated with the Landlord's Property other than the Solar Facility.

(b) Personal Property Taxes. Each Party shall remain solely liable for and shall pay as and when due any tax assessed against its respective personal property located at or about the Landlord's Property; provided that if the taxing authority does not separately assess such personal property taxes the Parties shall cooperate in good faith to allocate all such personal property taxes in an equitable manner. Landlord shall cooperate with Tenant in pursuing applicable or potentially applicable exemptions relating to personal property taxes attributable to the Solar Facility and in obtaining any available refunds or abatements of personal property taxes paid by Tenant hereunder.

(c) Right to Contest. Each Party may contest in good faith any tax assessments or payments it is required to make, provided that all payments are made when due or appropriately bonded. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

(d) Agreements with Tax Authorities. Landlord acknowledges that Tenant may seek to negotiate an agreement or other understanding with relevant taxing authorities with respect to reduced property or other taxes associated with the Solar Facility. Landlord agrees to cooperate

with Tenant in connection with such efforts and agrees to execute such agreement, subject to Landlord's reasonable review, which shall not be unreasonably withheld, delayed or conditioned.

(e) Failure to Pay. In the event that Tenant fails to pay any taxes for which Tenant is responsible hereunder, Landlord shall have the right, but not the obligation, to pay the same and in such event shall be entitled to recover such amount from Tenant together with interest thereon at a rate equal to the lesser of (i) one percent (1%) per month (twelve percent (12%) per annum) or (ii) the highest rate allowed under Applicable Law ("**Interest Rate**"). In the event Landlord fails to pay any taxes for which it is responsible during the Term, as and when due, Tenant shall have the right, but not the obligation, to pay such taxes and to deduct any amounts so paid, together with interest at the Interest Rate, from any Rent due Landlord hereunder.

SECTION 7. SOLAR ACCESS EASEMENT; TENANT'S REMEDIES.

(a) Grant of Easement. Landlord recognizes that the economic viability of the Solar Facility depends on Landlord, and those claiming by through or under Landlord, taking all reasonable steps throughout the Term to ensure that their use of Landlord's Property does not, directly or indirectly, block, interfere with or otherwise impede the maximum access of sunlight to the Solar Facility to sunlight. In light of the foregoing, Landlord, for itself and its successors and assigns and those claiming by through and under them (collectively, "Landlord Parties"), hereby grants to Tenant, and those claiming by, through and under Tenant (the "Tenant Parties"), an exclusive easement to use all sunlight which naturally arrives at the Leased Property, including an exclusive easement prohibiting any obstruction to the free flow of sunlight to the Leased Property (the "Solar Easement") throughout the entire area of the Landlord's Property and adjacent properties described on Exhibit B-4 (the "Easement Premises"), which shall consist horizontally three hundred and sixty degrees (360°) from any point where any photovoltaic generating facility is or may be located at any time from time to time (each such location referred to as a "Solar Site") and for a distance from each Solar Site to the boundaries of the Easement Premises, together vertically through all space located above the surface of the Easement 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 plane from each point along the exterior boundary of the Easement Premises through each Solar Site to each point and on and along such line to the opposite exterior boundary of the Easement Premises. Trees, structures and improvements located on the Easement Premises as of the date of this Lease shall be allowed to remain and Tenant may not require their removal. Landlord may not place or plant any trees, structures or improvements on the Easement Premises after the date of this Lease which may, in Tenant's reasonable judgment, impede, diminish or interfere with the receipt of sunlight at any Solar Site, unless Landlord has received approval from Tenant for installation or planting of any such trees, structures or improvements. In the event Landlord places or plants trees, structures or improvements on the Easement Premises which violate the provisions of this Section 7(a), Tenant may notify Landlord and request removal of the applicable tree, structure or improvement, or modification thereof to comply with this Section 7(a), as soon as practicable and in any event within thirty (30) days. The Solar Easement shall be effective from the Effective Date through the Term of the Lease, and shall run with and encumber the Easement Premises. Tenant Parties may but shall not be obligated, at any time and from time to time without limiting its rights and remedies set forth elsewhere herein, at law and in equity, top, trim, thin and remove trees, tree limbs and other vegetation on and from the Easement Premises and take other reasonable steps as may be

necessary or advisable to prevent overshadowing and obstruction of the Solar Facility, including without limitation removing any structures or other improvements.

(b) Landlord is also prohibited by the Solar Easement from undertaking any activities on or at the Easement Premises which would cause any interference with or diminution of sunlight at the Leased Property, including, but not limited to, placement of any temporary impediments to sunlight or activities which create material amounts of dust or other airborne particles over the Leased Property. Landlord agrees that the Solar Easement applies to any tenant, guest, invitee or other Person present at the Easement Premises by or through Landlord, and Landlord shall be responsible to prevent any such Persons from violating the Solar Easement.

(c) Tenant Remedies. Landlord acknowledges and agrees that in addition and not in limitation of its other rights and remedies hereunder, at law and in equity, Tenant shall be entitled to suspend all payments of Rent during any period of more than five (5) days when the terms of the above Solar Easement are violated by any Landlord Party (a "Violation"), or obtain a credit for Rent already paid for any such period against future Rent that becomes due, and that a Violation of the Solar Easement for fifteen (15) days or more at any time during the Term, or for two (2) or more separate shorter periods during any twelve (12) month period during the Term shall be and be deemed a constructive eviction of Tenant from the Leased Property, entitling Tenant to terminate this Lease and avail itself of all other rights and remedies hereunder, at law and in equity, resulting from such Violation.

SECTION 8. MAINTENANCE AND REPAIR.

(a) Solar Facility. Tenant shall be responsible for maintaining and repairing the Solar Facility during the Term, at Tenant's expense.

(b) Landlord's Obligations. Landlord shall, at its sole cost and expense throughout the Term, maintain and repair as and when necessary the Access Premises, and any existing roads on the Access Premises. Landlord shall perform all such maintenance, repairs and replacements (collectively, the "*Maintenance*") as required and promptly after Landlord learns of the need for such Maintenance, but in any event within thirty (30) days after Tenant provides written notice to Landlord of the need for such Maintenance, provided, however, that in cases of Emergency, Landlord shall perform any required Maintenance as soon as reasonably practicable after it learns of the need for such Maintenance. Throughout the Term, Landlord shall also be responsible for clearing snow and ice from the Access Premises at Landlord's expense.

SECTION 9. TITLE; NON-INTERFERENCE; UTILITIES.

(a) Title. Landlord represents and warrants that as of the Effective Date Landlord has good and marketable title to the Landlord's Property subject to no liens, easements, options or other encumbrances other than the Existing Encumbrances identified at Exhibit C of this Lease, and that Tenant shall have quiet and peaceful possession of the Leased Property, Access Premises, Transmission Premises and the other easements granted by this Lease for the entire Term without hindrance, interruption, suit, trouble or interference of any kind by Landlord or any other Person claiming by, through or under Landlord. Landlord is the sole owner of the Landlord's Property and Easement Premises in fee simple and each Person signing the Lease on behalf of Landlord has the full and unrestricted authority to execute and deliver this Lease and to grant the easements and

rights granted herein. All Persons having any ownership interest in the Landlord's Property and Easement Premise are signing this Lease as Landlord. When signed by Landlord, this Lease constitutes a valid and binding agreement enforceable against Landlord in accordance with its terms.

(b) Landlord covenants and agrees to and with Tenant (i) not to allow any liens or encumbrances against the Landlord's Property during the Term other than the Existing Encumbrances and any permitted Landlord Mortgages (collectively, the "***Permitted Encumbrances***"), (ii) to promptly pay when due all obligations secured by liens or encumbrances against Landlord's Property (including, but not limited to, the Permitted Encumbrances), (iii) not to allow any default to occur with respect to obligations secured by encumbrances against Landlord's Property, and (iv) in accordance with Section 11, to obtain a Subordination, Nondisturbance and Attornment Agreement (as defined below) from the holders of all Landlord Mortgages.

(c) Utilities. Tenant shall be solely responsible for the Interconnection of all utilities to the Leased Property required for the construction and operation of the Solar Facility.

(d) Condition of Landlord's Property. Landlord represents to Tenant that there are no physical conditions of the Leased Property or other parts of Landlord's Property, or any other adverse facts or conditions relating to the Leased Property or other parts of Landlord's Property, that could delay, interfere with or impair the Permitted Use or Tenant's operation of the Solar Facility or the exercise of any of Tenant's other rights under this Lease, or which could, with the passage of time have such an effect. Landlord has disclosed to Tenant in writing any and all improvements existing on, under or over the Leased Property and other parts of Landlord's Property, and no improvements currently exist on, under or over the Leased Property or other parts of Landlord's Property that have been constructed or installed without all necessary and proper permits, licenses and approvals. Landlord has delivered to Tenant complete and correct records of the physical condition of the Leased Property and other parts of Landlord's Property, including the existence of any easements or other encumbrances affecting the Leased Property or Landlord's Property, and, except as otherwise disclosed by Landlord to Tenant prior to the Effective Date, there are no Hazardous Substances in place at the Leased Property or other parts of Landlord's Property. Neither the Leased Property or any other part of Landlord's Property is in violation of any Environmental Laws and Landlord has not received any communication from any Governmental Authority alleging that the Leased Property or any other part of Landlord's Property is in violation of any Environmental Laws. No portion of the Leased Property or other parts of Landlord's Property has been previously used for the production, generation, transportation, treatment, storage (except as provided under Section 10 of this Lease), or use of Hazardous Substances in violation of any Environmental Laws. Landlord shall not use, store, dispose of or release on the Leased Property or Landlord's Property or cause or permit to exist or be used, stored, disposed of or released on the Landlord's Property as a result of Landlord's activities, any Hazardous Substances, except in such quantities as may be required in Landlord's normal business operations and only if such use is not harmful to Tenant and is in full compliance with all Environmental Laws.

SECTION 10. LANDFILL.

(a) Tenant represents and Landlord acknowledges that a Closed Landfill Hazardous

Waste Site is located on Landlord's Property. Nothing contained herein shall be interpreted by any Party, Person or Governmental Authority as creating in Tenant an ownership or other interest in Landlord's Property such that Tenant could be considered in any way an owner or operator of, or have any liability or legal obligation regarding, the Closed Landfill Hazardous Waste Site, and Tenant hereby expressly disclaims any such interest in Landlord's Property and the Closed Hazardous Waste Site. Should Tenant's leasehold interest created hereunder be interpreted such that Tenant could be considered an owner or operator of, or have any liability or legal obligation regarding, the Closed Landfill Hazardous Waste Site as set forth herein, then Tenant may terminate this Lease and this Lease shall be void ab initio.

(b) Permits. Within eighteen (18) months from the expiration of the Feasibility Study Period ("**Approval Period**"), Tenant, at Tenant's sole expense, shall obtain any and all permits, authorizations and approvals from any Governmental Authority having jurisdiction thereof to permit the construction and operation of the Solar Facility on, over, across and through the Closed Landfill Hazardous Waste Site, or a portion thereof, for the purposes set forth herein. Except as provided below, Tenant shall not perform any functions of the Closed Landfill Hazardous Waste Site, or perform any obligation of any owner, operator or Person required to perform such obligations related to the Closed Landfill Hazardous Waste Site, including but not limited to, replacement, repair, upgrade, operation and maintenance, monitoring, response, collection, disposal, insurance, and surety, unless (i) said obligations are expressly agreed to between Tenant and any owner or operator including Landlord, any Governmental Authority having jurisdiction thereof, and any Person required to perform any obligations hereunder, and (ii) said obligations are related to and necessary, in the Tenant's sole discretion, for the construction or operation of the Solar Facility on Landlord's Property. Subject to the approval of any Governmental Authority having jurisdiction thereof, Tenant agrees to mow all grass and vegetation within the boundaries of the Closed Landfill Hazardous Waste Site.

(c) In the event any Governmental Authority requires a payment from Tenant for (i) any cost or expense related to the Closed Landfill Hazardous Waste Site or related operations, or (ii) for the right to construct and operate the Solar Facility on, over, across and through the Closed Landfill Hazardous Waste Site, or a portion thereof, then the amount of any such payment shall be deducted by Tenant from the Rent prior to any payment of Rent to Landlord.

(d) Noninterference. The Solar Facility, or the Tenant's activities on Landlord's Property as permitted in this Lease, shall not interfere in any way with the Closed Landfill Hazardous Waste Site and related operations, including but not limited to, access to and from the Closed Landfill Hazardous Waste Site by any owner or operator thereof, any Governmental Authority, and any Person required to perform any obligations related to the Closed Landfill Hazardous Waste Site.

(e) Landlord represents that the Closed Landfill Hazardous Waste Site, known as the [] Landfill, is a former Federal Superfund Site [insert relevant history of pollution discharge and environmental cleanup].

(f) On the Effective Date, Landlord shall provide to Tenant copies of all Federal and State Consent Decrees, settlement agreements, or similar agreements regarding Superfund Site litigation, if any, and resolution thereof, and all cost allocations, compliance schedules, and

operation and maintenance plans and schedules resulting therefrom.

SECTION 11. SUBORDINATION; ESTOPPEL CERTIFICATE.

(a) Subordination. In addition to the Existing Encumbrances, Landlord may mortgage its fee interest in the Landlord's Property in connection with financing Landlord's activities subject to the terms of this Section 11(a)(any such mortgage, deed of trust or similar instrument, a "Landlord Mortgage"). Landlord shall cause the holder of each and every such Landlord Mortgage (each, a "Landlord Mortgagee"), as a condition of Tenant permitting a Landlord Mortgage under this Lease, to execute and deliver to Tenant and its Financing Parties (as defined below) a Subordination, Nondisturbance and Attornment Agreement, in recordable form and in form and substance reasonably satisfactory to Tenant, its Financing Parties and their respective counsel (each, an "SNDA"), to be recorded against the Landlord's Property, under the terms of which each such Landlord Mortgagee covenants and agrees to and with Tenant and its Financing Parties (i) not to disturb Tenant or its Financing Parties in their possession of the Leased Property, Access Premises, Transmission Premises and Easement Premises or in the enjoyment of their rights hereunder, and (ii) to notify Tenant and its Financing Parties of any defaults by Landlord in the performance of its obligations secured by the Landlord Mortgage, and (iii) to provide Tenant and its Financing Parties a reasonable period of time after their receipt of notice of Landlord's default to cure said default (which period shall be not less than thirty (30) days in the event of payment defaults and sixty (60) days in event of non-payment defaults, and which period shall be extended if default cannot reasonably be cured within a sixty (60) day period, provided Tenant or its Financing Parties have promptly commenced and are diligently performing actions to cure the default), before exercising any rights to foreclose upon or otherwise take ownership of the Leased Property, Access Premises, Transmission Premises or Easement Premises, and (iv) that such Landlord Mortgagee has no interest in this Lease or the Solar Facility or the Solar Attributes and shall not gain any interest in this Lease, the Solar Facility or the Solar Attributes by virtue of the exercise of its rights under the Landlord Mortgage or Tenant's performance or breach of this Lease. Each such SNDA shall also stipulate that Tenant attorns to the Landlord Mortgagee executing such SNDA. Landlord shall deliver to Tenant on or prior to the Effective Date an SNDA from each Landlord Mortgagee holding a Landlord Mortgage recorded against Landlord's Property on and as of the Effective Date to be recorded together with the Notice of Lease (as defined below), and following the Effective Date Landlord shall deliver to Tenant an SNDA from each and every Landlord Mortgagee that holds a Landlord Mortgage to be recorded against Landlord's Property on or after the Effective Date, to be recorded against Landlord's Property simultaneously with the recording of each such Landlord Mortgage.

(b) Estoppel Certificate. Landlord and Tenant shall each, within ten (10) days after receipt of a written request from the other, execute and deliver a commercially reasonable form of estoppel certificate in favor of a Landlord Mortgagee, a Financing Party (as defined below), a prospective purchaser or assignee of the Solar Facility, the Leased Property or the Landlord's Property, or such other party as may commonly request same, which estoppel certificate may include a certification as to the status of this Lease and the existence of any defaults hereunder.

(c) Continuing Nature of Obligations.

(i) The Solar Easement, Access Easement, Transmission Easement,

Interconnection and related rights granted by Landlord in this Lease to Tenant are easements in gross, representing interests personal to and for the benefit of Tenant, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Landlord in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the Solar Easement and related rights granted in this Lease and, as between the Leased Property and other tracts of property, no tract is considered dominant or servient as to the other.

- (ii) The burdens of the Lease, Solar Easement, Access Easement, Transmission Easement, Interconnection and all other rights granted to Tenant in this Lease shall run with and against the Leased Property, Access Premises, Transmission Premises, and the Easement Premises, respectively, and shall be a charge and burden on the Leased Property, Access Premises, Transmission Premises, and the Easement Premises and shall be binding upon and against Landlord and its successors, assigns, permittees, licensees, lessees, employees and agents and any transferee of Landlord's fee interest in the Landlord's Property. This Lease, including the Solar Easement, shall inure to the benefit of Tenant and its permitted successors, assigns, permittees, licensees and lessees. Landlord acknowledges that any sale or conveyance of the Landlord's Property shall be subject to the leasehold and easement interests of Tenant in this Lease.

SECTION 12. INSURANCE AND INDEMNITY.

(a) Liability Insurance. Tenant shall maintain comprehensive, public liability insurance with respect to the Leased Property in the amount of Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million dollars (\$1,000,000) in the aggregate per annum with responsible companies qualified to do business in the Commonwealth of Pennsylvania and in good standing therein insuring both Tenant and Landlord as additional insured against injury to persons or damage to property as provided. Landlord shall maintain insurance coverage of such types and amounts as may be customary and reasonable in light of Landlord's ownership of and activities conducted on Landlord's Property and reasonably acceptable to Tenant and its Financing Parties, naming Tenant as additional insured. The Parties shall provide each other with certificates for such insurance at or prior to the commencement of Tenant's conduct of any physical activities on the Landlord's Property, and thereafter within thirty (30) days prior to the expiration of any such policies.

(b) Property Insurance. Except for personal property related to the Closed Landfill Hazardous Waste Site and the operations related thereto, Landlord and Tenant shall each maintain on their respective personal property on or about the Landlord's Property a policy of "all risk" property insurance, with vandalism and malicious mischief endorsements, to the extent of at least one hundred percent (100%) of full replacement value of its personal property.

(c) Waiver of Subrogation. Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other, or any one claiming through or under them, by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the

extended coverage or supplementary contract casualties contained in or covered under the insurance policies carried by the releasing Party, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as, and to the extent that, the releasor's policies contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover under them. Landlord and Tenant shall request their respective insurance carriers to include a waiver of subrogation clause to the above effect in each insurance policy issued to them during the Term. If extra cost shall be charged therefor, the Party required to pay such cost shall advise the other thereof and of the amount of the extra cost, and said other Party, at its election, may pay the extra cost, but neither Party shall be obligated to do so, so that if both Parties shall decline to pay the extra cost, or if either Party is unable to purchase said waiver of subrogation clause or endorsement at any price, this Section shall be null and void and of no further effect so long as the impediment to purchase shall last.

(d) General Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments ("Losses"), incurred by or on behalf of any of the foregoing indemnified parties in connection with or arising from (i) the activities of the indemnifying Party on the Landlord's Property, (ii) 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 intentional tortious acts or omissions of the indemnifying Party, the indemnifying Party's employees acting within the scope of their employment, and any other Person for whom or which the indemnifying Party is legally liable, or (iii) any material breach by the indemnifying Party of this Lease. Nothing in this Section shall relieve Landlord or Tenant of any liability to the other for any breach of this Lease. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the indemnitees but the indemnifying Party's liability to pay damages to the indemnified Party shall be reduced in proportion to the percentage by which any indemnitee's negligent or intentional acts, errors or omissions caused the Losses. Neither Party shall be indemnified for its Losses resulting from its sole negligence or intentional wrongful acts. These indemnity provisions shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy. This indemnification provision shall survive the expiration or termination of this Lease.

(e) Environmental Indemnity. Landlord shall indemnify, defend and hold harmless the Tenant and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors from and against Losses arising from or out of any environmental condition on or under Landlord's Property, including, without limitation, the Closed Landfill Hazardous Waste Site and presence of Hazardous Substances on the Landlord's Property and any pollution or contamination that violates any Environmental Laws, that existed or exists prior to, on or after the Effective Date. Tenant shall indemnify, defend and hold harmless the Landlord and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors from and against Losses arising from or out of any environmental condition on the Landlord's Property that is caused by Tenant or any of its employees, invitees, agents, contractors or subcontractors, including the use or handling of Hazardous Substances onto the Landlord's Property after the Effective Date.

(f) Survival. The Parties' insurance obligations hereunder shall continue throughout the Term and the Decommissioning Period and the Parties' indemnity obligations hereunder shall survive the expiration or earlier termination of this Lease.

SECTION 13. CONDEMNATION; CASUALTY.

(a) Contests. If, during the Term, any competent authority for any public or quasi-public purpose ("**Condemnor**") seeks to take or condemn all or any portion of the Leased Property, Access Premises, Transmission Premises and Easement Premises, Landlord and Tenant shall use all reasonable and diligent efforts, each at its own expense, to contest such taking. Tenant shall have the right to participate in any condemnation proceeding to protect Tenant's interests, as described below.

(b) Termination. If, at any time during the Term, any Condemnor shall condemn all or any portion of the Leased Property, or the Solar Facility, and if as a result of such condemnation the purposes of this Lease are frustrated, as determined by Tenant in its sole judgment, then at Tenant's option the interests and obligations of Tenant under this Lease shall cease and terminate upon the earlier of (i) the date that the Condemnor takes physical possession of all or substantially all of the Leased Property or the Solar Facility, (ii) the date that Tenant is, in its sole judgment, no longer able or permitted to operate the Solar Facility on the Leased Property in a commercially viable manner, or (iii) the date title vests in the Condemnor, whereupon Landlord and Tenant shall be relieved of any and all further obligations hereunder except for indemnity obligations and other obligations which by their terms survive the expiration or termination of this Lease.

(c) Distribution of Award. For any taking covered by this Section 13, all sums, including damages and interest, awarded shall be paid and distributed to Tenant and Landlord in accordance with their respective interests under this Lease. In determining their respective interests:

- (i) The interest of Landlord shall be based on the value of Landlord's interest in Landlord's Property (but excluding any of Tenant's interest in the Solar Facility or any other of Tenant's improvements on Landlord's Property and Tenant's Losses, defined below), taking into account the amounts paid or due to be paid by Tenant hereunder and all other terms and provisions of this Lease; and
- (ii) The interest of Tenant shall be based on the value of Tenant's interest in the Leased Property (determined at the time of the taking) and the value of the Solar Facility and Tenant's other improvements for the Term, and any cost or loss that Tenant may sustain in connection with (A) lost revenues in connection with the Solar Facility, including lost revenues from the sale of electricity and Solar Attributes, (B) all costs of relocating the Solar Facility, (C) the value of any lost tax credits, (D) all property depreciation penalties or recapture fees, and (E) any fees, damages and penalties under Tenant's financing agreements or agreements for the sale of electricity or Solar Attributes ("**Tenant's Losses**"); provided, however, that in each case the value of the respective interests of Landlord and Tenant shall be

calculated as if no taking covered by this Section 13 were to occur. Tenant's right to compensation as set forth in this Section 13 shall survive the termination of this Lease or the taking by the condemnor of possession of the Leased Property, Access Premises, Transmission Premises, or Landlord's Property.

(d) Casualty. In the event the Solar Facility is damaged or destroyed by fire or other casualty, Tenant may elect, in its sole discretion, to repair the damage to the Solar Facility and Landlord shall equitably abate the Rent until such repair and restoration (together with any repair or restoration of Landlord's Property and the Leased Property required of Landlord, as set forth below) is complete, following which Tenant shall commence paying Rent again. Notwithstanding the foregoing, if the Solar Facility is damaged or destroyed such that Tenant's operation of the Solar Facility is materially impaired or in the event that it is not economically viable for Tenant to repair and restore the Solar Facility, as determined by Tenant in its sole discretion, then Tenant may elect to terminate this Lease upon written notice to Landlord and the Operations Period shall be deemed terminated and the Decommissioning Period shall commence and all obligations of the Parties hereunder shall cease except Tenant's Decommissioning Obligations and right to access the Leased Property in order to perform such obligations, and any other obligations that survive the expiration or earlier termination of this Lease.

SECTION 14. ASSIGNMENT.

Tenant shall have the right to assign this Lease, or transfer the ownership interests in Tenant, without obtaining Landlord's consent, to an Affiliate of Tenant, to an entity that purchases the Solar Facility or, prior to the construction of the Solar Facility, the development rights thereto, to the purchaser of substantially all of the assets of Tenant, or to any Financing Party or other entity as security for or in connection with a financing or other financial arrangement related to the Leased Property and/or the Solar Facility, as set forth in Section 15. In the case of any permitted assignment, Tenant shall remain liable to Landlord for the payment of all Rent and for the full performance of the covenants and conditions of this Lease unless the assignee executes an agreement expressly agreeing to assume all obligations of the Tenant arising on and after the effective date of such assignment, in which event Tenant shall be relieved of all further obligations and liability hereunder as of the date of such agreement of assumption. Upon any such assignment in accordance with this Section 14 other than a collateral assignment to a Financing Party, the term "Tenant" in this Lease shall refer to the entity that is assigned the rights and obligations of Tenant hereunder.

SECTION 15. FINANCING.

(a) Financing Party. Tenant shall have the right to encumber its interest in this Lease, the Solar Facility and all of Tenant's improvements located on the Leased Property by mortgage, lease, deed of trust or similar instrument or instruments and by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any Person or Persons providing all or a portion of the financing for the Solar Facility or any Person or Persons providing a refinancing of any such financing or any trustee for such Person or Persons (each, a "**Financing Party**").

(b) Rights of Financing Party. Any Financing Party shall have no obligations under this Lease until such time as it exercises its rights to acquire Tenant's interests subject to the lien of the Financing Party's mortgage by foreclosure or otherwise assumes the obligations of Tenant directly.

(c) Landlord and Tenant agree that, once all or any part of Tenant's interests in the Lease are mortgaged or assigned to a Financing Party, they will not modify or terminate this Lease without the prior written consent of the Financing Party.

(d) Landlord agrees that any Financing Party shall have the right to make any payment and to do any other act or thing required to be performed by Tenant under this Lease, and any such payment, act or thing performed by Tenant shall be effective to prevent a default under this Lease and any forfeiture of any of Tenant's rights under this Lease as if done by Tenant itself.

(e) During the time all or any part of Tenant's interests in the Lease are mortgaged or assigned to any Financing Party, if Tenant defaults under any of its obligations and Landlord is required to give Tenant notice of the default Landlord shall also be required to give any Financing Party notice of the default. If Landlord becomes entitled to terminate this Lease due to an uncured default by Tenant, Landlord shall not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Financing Party and has given the Financing Party at least thirty (30) days to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Financing Party notifies the Landlord that it must foreclose on Tenant's interest or otherwise take possession of Tenant's interest under this Lease in order to cure the default, Landlord shall not terminate this Lease and shall permit the Financing Party a reasonable period of time necessary for the Financing Party, with the exercise of due diligence, to foreclose or acquire Tenant's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Tenant. The time within which a Financing Party must foreclose or acquire Tenant's interest shall be extended to the extent Financing Party is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(f) The acquisition of all or any part of Tenant's interests in the Lease by any Financing Party through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Landlord nor constitute a breach or default of this Lease by Tenant, and upon the completion of the acquisition or conveyance Landlord shall acknowledge and recognize the Financing Party as Tenant's proper successor under this Lease upon the Financing Party's cure of any existing Tenant defaults and assumption of the obligations of Tenant under this Lease prospectively.

(g) In the event this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Landlord agrees, upon request by any Financing Party within sixty (60) days after the rejection or termination, to execute and deliver to Tenant or Financing Party a new lease for the Leased Property which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the term of the Lease before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except

for any obligations or requirements which have been fulfilled by Tenant or a Financing Party prior to rejection or termination). Prior to the execution and delivery of any such new lease Tenant or Financing Party shall (i) pay Landlord any amounts which are due Landlord from Tenant, (ii) pay Landlord any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Tenant under this Lease to the extent Tenant failed to perform them prior to the execution and delivery of the new lease.

(h) Amendment of Lease; Third Party Beneficiary. At Tenant's request, Landlord shall amend this Lease to include any provision that may reasonably be requested by an existing or proposed Financing Party, and shall execute such additional documents as may reasonably be required to evidence such Financing Party's rights hereunder; provided, however, that such amendment shall not materially impair the rights or increase the burdens or obligations of Landlord under this Lease, or extend the Term. Landlord shall be reimbursed for any reasonable costs, including reasonable attorney's fees, incurred for the review of any amendments or new agreements requested by a Financing Party or Tenant. Further, Landlord shall, within thirty (30) days after receipt of written request from Tenant or any existing or proposed Financing Party, execute and deliver thereto a certificate to the effect that Landlord (i) recognizes a particular entity as a Financing Party under this Lease and (ii) will accord to such entity all the rights and privileges of a Financing Party hereunder. All Financing Parties shall be deemed third party beneficiaries of the rights granted to Tenant and Financing Parties under this Lease.

SECTION 16. RECORDATION, CONFIDENTIALITY.

(a) Notice of Lease. The Parties agree that this Lease shall not be recorded, but the Parties shall execute and record a Memorandum of Lease, a copy of which is attached hereto as Exhibit E, with the applicable registry of deeds or recording office in the jurisdiction in which the Landlord's Property is located. Recordation of the Memorandum of Lease shall be at Tenant's expense. Landlord shall execute the Memorandum of Lease contemporaneously with the execution of this Lease.

(b) Confidentiality. Except as provided in the preceding Section 16(a), Landlord shall maintain in the strictest confidence, for the sole benefit of Tenant, this Lease and all information contained herein or pertinent hereto including, without limitation, the financial terms of this Lease, the Solar Facility site design and product design, methods of operation, methods of construction and power production. Landlord shall not use such information for its own benefit, publish or otherwise disclose it to any other Person, or permit its use by any other Person. The provisions of this Section 16(b) shall survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing, Tenant authorizes Landlord to provide copies of this Lease and disclose the terms thereof to Landlord's attorney, accountant, financial advisor and any existing or prospective Landlord Mortgagee so long as they likewise agree not to provide copies of the Lease or disclose the terms thereof to any unauthorized Person.

SECTION 17. DEFAULT.

(a) Default. If either Landlord or Tenant shall fail to perform any of their respective

obligations under this Lease (each, a “**Default**”) and such Default remains uncured following the required notice and cure periods as provided below, if any (an “**Uncured Default**”), the non-defaulting Party shall have the right to terminate this Lease (subject, in Landlord’s case, to the provisions of Section 15) by providing written notice of such termination to the defaulting Party (“**Notice of Termination**”) and sue for damages and shall also be entitled to exercise any other remedies provided in this Lease, in equity, or under Applicable Law, which remedies shall be cumulative and not exclusive. Landlord acknowledges and agrees that reasonably foreseeable damages to which Tenant shall be entitled, following an Uncured Default by Landlord, shall include, without limitation, (i) all of Tenant’s lost revenues in connection with the Solar Facility for the remainder of the Term, including lost revenues from the sale of electricity and Solar Attributes, (ii) all costs of relocating the Solar Facility, (iii) the value of any lost tax credits, (iv) all property depreciation penalties or recapture fees, and (v) any fees, damages and penalties under Tenant’s financing agreements or agreements for the sale of electricity or Solar Attributes.

(b) Notice and Opportunity to Cure. A Default by either Party hereunder may be either a Payment Default or a Non-Payment Default. A “**Payment Default**” shall mean the failure to make timely payments of money and a “**Non-Payment Default**” shall mean any other Default. Each Party agrees that any notice of Default issued to the other Party shall set forth in reasonable detail the facts pertaining to such failure and specify a reasonable method of cure. Landlord also agrees that any notice of Default issued by Landlord hereunder shall simultaneously be delivered to all Financing Parties of Tenant of which Landlord has been notified. Any Party receiving notice of a Payment Default hereunder shall have the opportunity to cure said Payment Default within twenty (20) days of receipt of notice thereof. Any Party receiving notice of a Non-Payment Default shall have the opportunity to cure said Non-Payment Default within thirty (30) days of receipt of notice thereof or, in the event that a cure might take longer than thirty (30) days because of the nature of the Non-Payment Default, the defaulting Party shall notify the non-defaulting Party of the anticipated date for curing of the Non-Payment Default and shall begin to diligently undertake the cure within the thirty (30) day period and diligently pursue the same to completion, but in any event not more than ninety (90) days from the date of receipt of notice of such Non-Payment Default.

(c) Tenant’s Right to Offset. In the event of a Payment Default by Landlord, Tenant may, in addition to exercising its other rights and remedies hereunder, in equity and under Applicable Law, offset against any amounts owing to Landlord hereunder any amounts paid by Tenant to cure such Payment Default of Landlord together with any accrued interest at the Interest Rate.

SECTION 18. DECOMMISSIONING.

During the Decommissioning Period, Tenant shall remove all components of the Solar Facility from the Leased Property, excluding foundations, infrastructure and underground conduit more than twenty-four (24) inches below grade and restore Landlord’s Property to a condition comparable to that as of the Effective Date, provided that Tenant shall not be obligated to plant any trees or other plants to replace any plants removed to install the Solar Facility (the “**Decommissioning Obligations**”).

Upon the ten (10) year anniversary of the Commercial Operation Date, Tenant shall provide

to Landlord a deposit to secure the payment of costs associated with the Decommissioning Obligations provided hereinabove (“Decommissioning Deposit”), so long as no governmental decommission plan has been approved and no security or deposit therefor has been posted. At the Tenant’s option, the Decommissioning Deposit may be:

- (1) A bond (from an issuer with an A.M. Best’s Rating of not less than A);
- (2) An irrevocable letter of credit from a bank; or
- (3) A cash deposit.

The Decommissioning Deposit shall be an amount sufficient to cover the estimated costs of Decommissioning Obligations. The Tenant shall provide Landlord an estimate of the costs of Decommissioning Obligations, signed and sealed by a NJ licensed civil engineer. Said estimate shall be updated every five (5) years thereafter for the Term and the Decommissioning Deposit shall be adjusted accordingly.

SECTION 19. FORCE MAJEURE.

If performance of this Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (as defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use commercially reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. For purposes of this Lease, “*Force Majeure*” means: (i) any event or consequence not within the reasonable control of a Party, (ii) acts of God, including hurricanes, floods, lightning, earthquakes, storms and any other adverse weather conditions which directly result in a Party’s inability to perform its obligations, (iii) acts of any Governmental Authority, when any such act of government directly results in a Party’s inability to perform its obligations and is not the result of the Party’s actions or omissions, (iv) acts of civil disorder including acts of sabotage, acts of war, terrorism, lockouts, insurrection, riot, mass protests or demonstrations, and police action in connection with or in reaction to any such acts of civil disorder, when any such acts of civil disorder directly results in a Party’s inability to perform its obligations, and (v) a Force Majeure as defined in any agreement between Tenant and Utility.

SECTION 20. NOTICES.

Notices under this Lease shall be in writing and sent to the addresses and email addresses set forth below:

LANDLORD: [ENTITY]
 [ADDRESS]

With a copy to: [LANDLORD COUNSEL]

TENANT: [PROJECT COMPANY] LLC
 Jeff Lee, President/CEO
 7100 Stevenson Blvd.

Fremont, CA 94538

With a copy to: [TENANT COUNSEL]

Notices shall be deemed received if sent by certified mail (return receipt requested), courier or nationally recognized overnight delivery service to the last known address of the intended recipient. Notices may also be sent by email for which the sending Party receives a confirmation that the email has been completely transmitted without error (auto-responses shall not comply). Emails received on any day that is not a business day, or after 5:00 p.m. local time on a business day, shall be deemed to have been delivered on the next business day. A Party may change its address for delivery of notices hereunder by notice given in accordance with this Section. Failure of either Party to notify the other Party of an address change for it or any Financing Party or Landlord Mortgagee shall excuse the other Party from complying with any notice obligation herein to such changed addresses, provided however that the other Party shall in no event be excused from providing notices required herein to all addresses of which said other Party has notice. Notices shall be deemed given upon receipt or upon the failure to accept delivery.

SECTION 21. HOLDOVER.

In the event Tenant remains in possession of the Leased Property after the expiration of the Term of this Lease and without the execution of a new lease, then Tenant shall be deemed to be occupying the Leased Property as a tenant from month to month at a rental equal to the last monthly rental under the Term and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as they are applicable to a month to month tenancy.

SECTION 22. NO PARTNERSHIP.

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Landlord and Tenant or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Landlord and Tenant shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

SECTION 23. MISCELLANEOUS PROVISIONS.

(a) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to choice of law provisions.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Lease. References to Sections are, unless the context otherwise requires, references to Sections of this Lease. The words “hereto,” “hereof” and “hereunder” shall refer to this Lease as a whole and not to any particular provision of this Lease. The word “including” shall be deemed to be followed by the words “without limitation.”

(c) Entire Agreement/Amendment. This Lease contains the entire agreement of the

Parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended only in writing signed by the Parties. Upon the execution and delivery of this Lease by all Parties, the Letter of Intent (LOI) shall be considered terminated and of no further force and effect.

(d) Exhibits. The Parties agree that any incomplete Exhibits to this Lease as of the Effective Date shall be prepared by Tenant during the Development Period. The Parties further agree that upon the completion of such Exhibits by Tenant, such Exhibits shall be incorporated herein and attached hereto.

(e) Severability. If any portion of this Lease is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(f) Waiver. The failure of either Party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

(g) Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

(h) No Assurance as to Development. The Landlord hereby agrees and acknowledges that the Tenant makes no representations, warranties, commitments or guarantees of any kind as to the likelihood of the Tenant successfully developing, financing and/or constructing a Solar Facility on the Leased Property and the Landlord's receiving rent hereunder.

(i) Business Days. Any payment or other obligation which is due to be performed on or before a day which is not a business day in the Commonwealth of Pennsylvania may be performed on or before the next business day following the date provided herein.

(j) Counterparts. This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or electronic signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile, electronic copy, or photocopy of this Lease in any court or arbitration proceedings between the Parties.

(k) Brokers. Tenant shall pay a commission to Berkshire Hathaway HomeServices – Fox & Roach, Realtors pursuant to a separate agreement between Tenant and said broker. Except as provided above, Landlord and Tenant each represent and warrant to the other that there are no additional broker's commissions, finder's fees or any other charges due to any broker, agent or other party in connection with the negotiation or execution of this Lease.

(l) Further Assurances. Upon the receipt of a written request from the other Party, or a Financing Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent

hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

(m) Third Party Beneficiaries. Except for the rights of Financing Parties set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such Person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any Person not a party to this Lease.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, this Lease is executed as a sealed instrument on and as of the Effective Date set forth above.

LANDLORD: [_____]

By: _____
[NAME & TITLE]

TENANT: [_____]

By: _____
Jeff Lee, President

Exhibit A-1

Description of Landlord's Property

[Exhibits to be updated]

Exhibit B-1

Description of Leased Property

Exhibit B-2

Description of Access Premises

Exhibit B-3

Description of Transmission Premises

Exhibit B-4

Description of Easement Premises

Exhibit C

Existing Encumbrances

Exhibit D

Description of Solar Facility

Exhibit E

Memorandum of Lease