

HARVEST POWER SOLUTIONS LLC

COMMUNITY SOLAR NET METERING CREDIT SALES AGREEMENT

Prepared for: (“Buyer”)	[Customer Name] [Customer Address]
Buyer’s Local Utility	[Local Utility Name]
Buyer’s Account Number	[Buyer’s Account Number]
Buyer’s Load Zone	[Load Zone]
Prepared by: (“Seller”)	[Seller’s Representative Name and Title] [Seller’s Address] [Seller’s Telephone Number]
Effective Date	[Date of Execution]
Net Metering Credit Price	[XX%] Discount to Net Metering Credit Value
Solar Energy Facility	[Project Name]
Buyer’s Percentage	[XX]% of the Net Metering Credits that are generated by the Solar Energy Facility and posted to the Host Customer Account during each month of the Term
Term	[XX] Years from Commercial Operations Date or the Effective Date, whichever occurs later.

I have read this Agreement and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Agreement.

Customer: [Name]

Seller: [Name]

Signature: _____

Signature: _____

Date: _____

Date: _____

<p>Under New York Law, if you are a residential customer you may cancel this Agreement without penalty or obligation by calling Seller at 888-777-7438 not later than midnight of the third business day following your signing and receipt of this Agreement.</p>

CUSTOMER DISCLOSURE SCHEDULE

Costs of Subscription	<p>\$ _____ /kWh</p> <p>Your payment each month will be this price multiplied by the amount of energy generated by the percentage of the system assigned to you.</p> <p>% - Annual Escalator (the percentage your kWh rate will increase annually)</p>
Estimated Benefits	<ul style="list-style-type: none"> • Estimate of kWh generation of percentage of system allocated to customer • Estimate of dollar value of credits generated by percentage of system allocated to customer • Estimate of net savings based on utility baseline, detailed in UBP-DERS
Terms and Conditions of Subscription	<ul style="list-style-type: none"> • Identify financial structure (e.g. PPA, lease or ownership) • Identify location of panels and size of system • Identify applicable tax credits and whether customer or provider has rights to those credits • Identify whether credits will be valued based on Net Energy Metering or the Value Stack • Identify whether and how provider will offer notice when project is out of service, estimated time of restoration, whether and how customer will be compensated for any loss of production
Length of the Agreement, End Date, and Renewal	<ul style="list-style-type: none"> • Term of subscription and process for contract renewal • Agreement includes details on how to unsubscribe or cancel your agreement with buyer.
Data Sharing and Privacy Policy	<ul style="list-style-type: none"> • Buyer agrees to permit Seller to request data from the utility regarding your account and electricity usage. • A privacy policy is included in your agreement explaining how information related to your service will be protected and under what circumstances it will be shared.
Capacity Allocation/Subscription Size	<ul style="list-style-type: none"> • See agreement for more details.
Guarantees	<p>This agreement offers no guaranteed savings</p>

TERMS AND CONDITIONS

This Community Solar Net Metering Credit Sales Agreement (“*Agreement*”) is entered into between the Homeowner (“*Buyer*” or “*you*”) and [] (“*Seller*”).

1. Definitions

In addition to the terms defined on the cover page to this Agreement, the following terms shall have the meanings given below.

“*Applicable Law*” means any law, act, rule, regulation, requirement, or standard of or by any governmental authority or the Local Utility that is applicable to a Party’s rights and obligations under this Agreement, including, without limitation, the construction, operation, and ownership of the Solar Energy Facility and the selling and purchasing of Net Metering Credits therefrom.

“*Change in Law*” means, after the Effective Date, any change in any Applicable Law relating to the Solar Energy Facility, the Tariff, the Net Metering Credits, Net Metering or otherwise affecting this Agreement.

“*Commercial Operations Date*” means that the date on which the Solar Energy Facility has begun commercial operations and generates Net Metering Credits.

“*Environmental Attributes*” means any and all credits, benefits, emissions reductions, offsets and allowances of any kind, howsoever entitled, attributable to the existence, operation, or generation of electricity from the Solar Energy Facility, including but not limited to (i) all environmental and renewable energy attributes and credits, (ii) government financial incentives, (iii) greenhouse gas offsets or credits, including those under the Regional Greenhouse Gas Initiative, (iv) renewable energy certificates (“RECs”) or any similar certificates or credits, including but not limited to Solar RECs, (v) tax credits, incentives or depreciation allowances established under any federal or state law, and (vi) other allowances howsoever name; provided, however, that Environmental Attributes shall not include the Net Metering Credits that are the subject of this Agreement.

“*Force Majeure Event*” means any event or circumstance not within the reasonable control of the affected Party and which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; hurricanes or tornados; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Notwithstanding the foregoing, a Party may not assert an event of Force Majeure to excuse it from performing due to any act, failure to act, or order of a Governmental Authority, where such act, failure to act, or order of a Governmental Authority is the result of or arises from the negligence or other fault of such Party. Economic hardship of either Party shall not constitute a Force Majeure Event.

“Governmental Charges” means all applicable federal, state and local taxes arising out of the sale of Net Metering Credits under this Agreement.

“Host Customer Account” means the Local Utility account that is established by Seller for the Solar Energy Facility pursuant to the Tariff.

“Lender” means the entity or person(s) providing financing to Seller in connection with the Solar Energy Facility.

“Net Metering Credits” means the monetary value of the excess electricity generated by a Solar Net Metering Facility, as defined in accordance with the Tariff.

“Net Metering” means the process of measuring the difference between electricity delivered by a local electric distribution company to a net metering facility and electricity generated by the same net metering facility and fed back to the local electric distribution company.

“Tariff” means the applicable tariffs of the Local Utility for interconnection for distributed generation and net metering services, as approved by the New York Public Service Commission, together with any subsequent amendments and approvals thereto.

“Tax Attributes” means any investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Solar Energy Facility or the output generated by the Solar Energy Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation).

2. Term

- a. This Agreement is effective as of the Effective Date, and unless terminated earlier pursuant to the provisions herein shall end on the last day of the Term.
- b. If the Commercial Operations date has not occurred prior to the Effective Date, we will notify you in writing within ten (10) days of the date on which the Commercial Operations Date has been achieved. Until the Commercial Operations Date occurs, we will not be able to allocate and sell to you and you will not be able to receive any Net Metering Credits from the Solar Energy Facility.

3. Early Termination

- a. In the event the Commercial Operations Date is, for any reason, not achieved within [XXX] days of the Effective Date, either Party may terminate this Agreement upon providing five (5) days prior written notice to the other Party of its intent to terminate. Upon termination, neither Party shall have any obligation nor financial liability to the other Party, and Seller shall be permitted to sell any Net Metering Credits contemplated under this Agreement to any third party.

- b. If you decide to sell and/or move out of your home, terminate your lease, or otherwise move out of your residence and moving will change your Buyer's Account, you may have the opportunity to have the Local Utility allocate your Buyer's Percentage of Net Metering Credits to the utility account at your new residence under the following circumstances:
- i. You must provide Seller with as much prior written notice as is possible indicating your intent to move, the date of your move, and the location of your new residence.
 - ii. Your new residence must be located within the same Local Utility's service territory and within the same Load Zone as the one in which the Solar Energy Facility is located. We will assist you in determining if your new residence is within the proper Load Zone. In that situation, you may change the Buyer's Account to which your Net Metering Credits will be allocated.
 - iii. You must provide written notice to Seller of your new utility account information and such new utility account will then become the Buyer's Account to which we will direct the allocation of your Buyer's Percentage of Net Metering Credits. You understand that the date on which Net Metering Credits cease to be allocated to your old Buyer's Account and begin being allocated to your new Buyer's Account may be subject to some delays as described below, and that you will remain responsible and liable for paying Seller for any Net Metering Credits that continue to be allocated to your original Buyer's Account by the Local Utility.
 - iv. If your new residence is not located within the same Local Utility's service territory and within the same Load Zone, you will not be able to switch your Utility Account and will need to terminate this Agreement as set forth below.
- c. If you wish to cancel and terminate this Agreement for any reason before the end of the Term without any additional cost to you, all of the following are required:
- i. You must provide Seller with written notice indicating a desired cancellation date which must be not less than (6) six months after the date you provide Seller your written notice.
 - ii. You must identify the name, telephone number and email address of another person who you know is willing to enter into an agreement with Seller similar to this Agreement (a ***"Replacement Agreement"***) for the purchase of your Buyer's Percentage of Net Metering Credits from the Solar Energy Facility (the ***"Potential Replacement Customer"***).
 - iii. The Potential Replacement Customer must provide Seller with or authorize Seller to obtain such information as we may request, including name, address, social security number, credit rating information and Local Utility account

information including, without limitation, acceptable proof that (a) the Potential Replacement Customer is a customer of your Local Utility under a utility account for service to a meter which is located in the same Load Zone, and (b) the Potential Replacement Customer has a credit rating and other characteristics that meet our requirements.

- iv. Seller may reject any Potential Replacement Customer who does not meet Seller's requirements in our discretion. If the Potential Replacement Customer meets Seller's requirements and Seller enters into a Replacement Agreement with the Potential Replacement Customer, Seller will inform you in writing and this Agreement will be cancelled and terminated on a date Seller chooses in the same calendar month as your desired cancellation date. You understand that the date on which Net Metering Credits cease to be allocated to your old Buyer's Account may be subject to some delays as described below, and that you will remain responsible and liable for paying Seller for any Net Metering Credits that continue to be allocated to your original Buyer's Account by the Local Utility.
- v. In certain instances, Seller may not be able to immediately cancel and terminate this Agreement. Due to restrictions under Applicable Law, it may take Seller six (6) months or more before it can make effective the cancellation and termination of this Agreement. You will continue to receive and be obligated to pay Seller for Net Metering Credits allocated to your Buyer's Account until the effective date of the cancellation and termination of this Agreement. You acknowledge and understand that unless and until Seller enters into a Replacement Agreement, Seller will incur losses, costs and other damages caused by your cancellation and termination of this Agreement before the end of the Term of this Agreement, and that you will remain responsible and liable for those losses, costs and damages even though this Agreement has been terminated or cancelled.
- d. If you do not wish to identify a Potential Replacement Customer or if you do but such Potential Replacement Customer does not meet Seller's requirements and Seller does not enter into a Replacement Agreement with the Potential Replacement Customer, you, by written notice to Seller, may cancel and terminate this Agreement before the end of the Term by paying the Early Termination Fee in the amount of [\$XXX]. You acknowledge and agree that actual damages in the event of your early termination will be difficult to calculate and that the Early Termination Fee set forth above is not a penalty but represents a fair and reasonable estimate of Seller's damages.
- e. If Seller encounters unforeseen problems with performing its obligations under this Agreement due to actions taken by or on behalf of you or other persons, a continuing Force Majeure Event, or a Change in Law, or due to the inaccuracy of any information that you provided and on which Seller relied, Seller reserves the right to terminate this Agreement by giving you ten (10) days prior written notice and following such termination Seller will have no further obligations or liabilities to you.

- f. In connection with any of the termination or other transfer rights set forth above, Seller shall request that the Local Utility cease to allocate the Buyer's Percentage of Net Metering Credits from the Host Customer Account to your Buyer's Account. Under current applicable law, Seller may be permitted to only make changes in the allocation of Net Metering Credits during specific time periods in each year. For this reason, there may be a delay from the date of termination or transfer and the date on which Net Metering Credits cease to be allocated to your Buyer's Account. IN ADDITION TO THE EARLY TERMINATION FEE, IF APPLICABLE, YOU WILL BE CHARGED FOR AND ARE LIABLE TO PAY SELLER FOR ANY NET METERING CREDITS THAT ARE ALLOCATED TO YOUR BUYER'S ACCOUNT UNTIL THE LOCAL UTILITY CEASES ALLOCATING SUCH NET METERING CREDITS ACCORDING TO SELLER'S INSTRUCTIONS, INCLUDING REGARDLESS OF WHETHER SELLER OR BUYER HAVE TERMINATED THIS AGREEMENT OR THE TERM HAS EXPIRED.

4. Facility Ownership

This Agreement does not include the sale of, or provide you with any ownership interest, right to, or title in, the Solar Energy Facility, any electricity, Environmental Attributes, or Tax Attributes generated by or attributable to the Solar Energy Facility, or any revenue or profit associated with or derived from the Solar Energy Facility.

5. Sale of Net Metering Credits

- a. Commencing on the Commercial Operations Date and ending on the last day of the Term, Buyer shall purchase the Buyer's Percentage of all Net Metering Credits that are generated by the Solar Energy Facility.
- b. In connection with the above, Seller shall request that the Local Utility allocate the Buyer's Percentage of Net Metering Credits from the Host Customer Account to your Buyer's Account. Under current applicable law, Seller may only be permitted to make changes to the allocation during specific time periods in each year. For this reason, there may be a delay from the date you wish to begin receiving allocations of Net Metering Credits to your Buyer's Account or the date on which Net Metering Credits cease to be allocated to your Buyer's Account.
- c. During the Term, the amount and value of Net Metering Credits that are generated by the Solar Energy Facility and allocated to your Buyer's Account may vary due to outages at the Solar Energy Facility or on the utility grid, changes in weather or seasons, changes to the Local Utility Tariff, or for other reasons. SELLER DOES NOT WARRANT OR GUARANTEE THE AMOUNT OR VALUE OF NET METERING CREDITS THAT WILL BE GENERATED BY THE SOLAR ENERGY FACILITY FOR ANY PERIOD, OR THAT YOU WILL REALIZE ANY SAVINGS AS COMPARED TO THE COSTS OF PURCHASING YOUR OWN ELECTRICITY FROM THE LOCAL UTILITY.

6. Price and Payment

- a. You shall pay Seller the Price on a monthly basis for Buyer's Percentage of the Net Metering Credits that are generated by the Solar Energy Facility and credited to the Host Customer Account, along with any applicable Governmental Charges.
- b. Seller will provide to you a monthly invoice that identifies (i) the Net Metering Credits that were allocated to your Buyer's Account during the prior billing month, (ii) the Price, (iii) any applicable Governmental Charges, and (iv) the total amount owed to us.
- c. In addition, your monthly invoice will include:
 - i. A [\$7.50] monthly discount for using automatic payment. You will not receive a monthly discount if you do not make automatic Monthly Payments through your checking or savings account.
 - ii. A returned check fee in the amount of [\$25] (or such lower amount as required by Applicable Law) for any check or withdrawal right that is returned or refused by your bank.
 - iii. Interest owed on any late payment accrued at the lesser of [twelve percent (12%)] annually or the maximum percentage allowable by applicable law.
- d. You agree to pay the amount shown on each monthly invoice within twenty (20) days after the date of such monthly invoice. If you are making payments by automatic debit from your checking or savings account (ACH) we will debit your bank account on or about the 1st day of the next month following invoice.
- e. During the Term, you will continue to receive monthly bills from your Local Utility and your competitive electricity supplier, if any. The dollar amount of Net Metering Credits applied to your Buyer's Account will be shown on your bills from the Local Utility. You are responsible for making any required payment to the Local Utility for its provision of electric services to you and for amounts you may owe to your competitive electricity supplier.
- f. You agree that your obligation to pay all payments and all other amounts due under this agreement shall be absolute and unconditional under all circumstances and shall not be subject to any abatement, defense, counterclaim, setoff, recoupment or reduction for any reason whatsoever.

7. Obligations

- a. The obligations of Buyer and Seller under this Agreement are subject to the Solar Energy Facility qualifying for Net Metering.

- b. Each Party shall perform its obligations under this Agreement in compliance with Applicable Law.
- c. Buyer shall:
 - i. Cooperate with Seller as needed to allow Seller to perform its obligations under this Agreement, including communicating with the Local Utility in order to allocate Net Metering Credits from the Host Customer Account to your Buyer's Account.
 - ii. Make timely payments and return any documents Seller sends to you for signature within seven (7) days of receiving them.
- d. Seller shall:
 - i. Perform its obligations under this Agreement in compliance with Applicable Law.
 - ii. Arrange for the Solar Energy Facility to be constructed, operated and maintained in accordance with prudent industry practices and standards.
- e. You acknowledge that Seller may have prescreened your credit in connection with approving your application to participate in this Agreement, and that prescreening of credit does not impact your credit score. You authorize Provider, or its designee, to obtain your credit report now and in the future, check your credit and employment history, answer questions others may ask regarding your credit and share your credit information with Provider's financing partners. You certify that all information you provide to us in connection with checking your credit will be true and understand that this information must be updated upon request if your financial condition changes.
- f. You authorize Seller to make corrections, as necessary, to any other information that Seller files with the Local Utility to conform to this Agreement or any amendments to this Agreement that we both sign.

8. Assignment

You agree that, without your consent, Seller may assign, sell, pledge, transfer, or encumber any of its rights and obligations under this Agreement, provided that any such assignment shall not result in any change to your rights and obligations under this Agreement. Except as set forth in Section 3 above, you may not assign your rights and obligations under this Agreement without Seller's prior written consent, which may be withheld in its sole discretion.

9. Warranties

EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN,

CAPACITY, SUITABILITY OR PERFORMANCE OF THE SOLAR ENERGY FACILITY OR THE NET METERING CREDITS, AND ANY SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY DISCLAIMED BY EACH PARTY AND WAIVED BY THE OTHER PARTY.

10. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM A BREACH OF THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

11. Default and Remedies

- a. Buyer shall be in default of this Agreement if you:
 - i. Fail to make any payment when due and such failure continues for a period of five (5) days;
 - ii. Assign your rights or obligations under this Agreement without Seller's prior written consent or as may be allowed under Section 3 of this Agreement;
 - iii. Make an assignment for the benefit of creditors, admit in writing your insolvency, file or there is filed against you a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, or undertake or experience any substantially similar activity.
 - iv. Provide Seller with false or misleading financial or other information; or
 - v. Fail to perform your material obligations under this Agreement and such failure continues for a period of five (5) days after you receive notice from Seller.
- b. Seller may terminate this Agreement in the event Buyer is in default. If Seller exercises its right to terminate this Agreement, Seller shall have the right to:
 - i. Charge you the Early Termination Fee;
 - ii. Recover from you any amounts owed to Seller under this Agreement prior to or after such termination, plus interest;
 - iii. File a revised allocation form with the Local Utility that terminates the allocation of Net Metering Credits to your Buyer's Account;
 - iv. Seek to enforce this Agreement against you and recover damages for your breach;

- v. Use any other remedy available to Seller under this Agreement or by Applicable Law; and/or
 - vi. Submit negative credit reports to credit reporting agencies or bureaus as may be allowed by law.
- c. Seller's election of a remedy under this Section 12, or the failure of Seller to exercise any right, remedy or election contained in this Agreement or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such right, remedy or election, and all of Seller's rights and remedies shall continue and remain in full force and effect. Neither receipt nor acceptance by Seller of any payment due herein, nor payment of same by Buyer, shall be deemed to be a waiver of any default by Buyer under Agreement.

12. Force Majeure

Seller shall not be in default under this Agreement to the extent Seller is delayed or unable to perform its obligations by reason of Force Majeure, provided that: (i) Seller promptly notifies Buyer of the occurrence and the anticipated period of delay; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) Seller uses commercially reasonable efforts to remedy the cause or causes preventing it from carrying out its obligations. If a Force Majeure event continues for a period of [ninety (90) consecutive days or more,] Seller shall have the option to terminate this Agreement, and upon such termination neither Party shall have any obligation or financial liability to the other Party as a result of such termination, other than such liabilities as may have accrued prior to the date of termination or as otherwise set forth in this Agreement.

13. Applicable Law; Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

- a. The laws of the state where your home is located (as set forth on the Cover Sheet) shall govern this Agreement without giving effect to conflict of laws principles.¹
- b. Buyer and Seller agree that any dispute, claim or disagreement between Buyer and Seller and arising under this Agreement (a **"Dispute"**) shall be resolved exclusively by arbitration. The arbitration, including the selecting of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the **"Rules"**) by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the

¹ **NOTE:** New York law requires Seller to inform Buyer of its right to contact the New York State Department of Public Service for the resolution of a dispute. This Section will need to be updated accordingly.

arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. The arbitration shall be held in the location that is most convenient to your home. If a JAMS office does not exist within 50 (fifty) miles of your home, then we will use another accredited arbitration provider with offices close to your home.

- c. If you initiate the arbitration, you will be required to pay the first \$125 of any filing fee, Seller will pay any filing fees in excess of \$125, and we will each pay half of all of the arbitration fees and costs. If Seller initiates the arbitration, Seller will pay all of the filing fees, and we will each pay half of all of the arbitration fees and costs. In either case, we will each bear all of our own attorney's fees and costs, except that the arbitrator may (but is not required) to allow the prevailing party in any arbitration to recover its share of the arbitration fees and costs, as well as its reasonable attorney's fees and costs.
- d. Only Disputes involving Buyer and Seller may be addressed in the arbitration. All disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis.
- e. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.
- f. BECAUSE ALL DISPUTES UNDER THIS AGREEMENT ARE REQUIRED TO BE RESOLVED BY ARBITRATION, NEITHER PARTY HAS THE RIGHT TO LITIGATE A DISPUTE IN COURT, TO HAVE A JURY TRIAL ON THAT DISPUTE, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS.

14. Notices

All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified or registered mail, return receipt requested.

15. Entire Agreement

This Agreement contains the Parties' entire agreement regarding the Solar Energy Facility and the sale and purchase of Net Metering Credits generated by the Solar Energy Facility. There are no other agreements between the Parties regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both Parties. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

EXHIBIT 1

AUTHORIZATION FOR AUTOMATIC PAYMENTS FROM YOUR CHECKING ACCOUNT

Setting up automatic payments from your checking account is a convenient service that saves you time and money and ensures your payments will always be made on time. Seller and you ("**Buyer**") agree to establish automatic payments of the payments due under the Community Solar Net Metering Credit Sales Agreement (the "**Agreement**") between the parties. Buyer hereby authorizes Seller to initiate debit entries to the checking account indicated below to facilitate payments for (i) the monthly invoices set forth in the Agreement, (ii) any applicable Governmental Charges under the Agreement, and (iii) any other amounts owed under the Agreement. Buyer hereby authorizes the depositing financial institution named below to enter such debits or credits to such account. Buyer also acknowledges that Seller may assign the Agreement to a third party and that the assignee may then initiate debit entries per this authorization agreement (the "**Authorization Agreement**").

Bank Name:

Routing No.:

Account No.:

Payment Terms

Seller will supply Buyer with a monthly invoice detailing the amount owed for that billing period. Seller will process debit entries to the above account in an amount not to exceed the amount due under the Agreement for the monthly invoice, and as otherwise set forth in the Agreement.

Notice of Changes

Buyer hereby acknowledges that the automatic payment information provided is correct. If this information changes, Buyer shall notify Seller immediately. If Seller incurs any fees as a result of inaccurate or out of date information, Buyer will be billed for and shall pay those charges.

Limitation of Liability

Seller bears no liability or responsibility for any losses incurred due to any delay in the actual date on which the bank account is debited. In order to process the electronic funds transfer, Buyer must have sufficient funds available in the bank account provided. Additionally, Buyer is responsible for any fees the account-holding financial institution may charge for electronic payments. Buyer hereby agrees to be bound by any rules the account-holding financial institution requires for automatic electronic payments

Termination and Right to Cancel

Buyer hereby acknowledges that this Authorization Agreement will not be terminated until all payments owed by Buyer under the Agreement are paid in full, or Buyer provides written notification via certified mail of such termination of this Authorization Agreement and has allowed Seller a reasonable amount of time to act upon the request. The termination of the Authorization Agreement does not terminate the Agreement or Buyer's obligation to make payments required by the Agreement. Under federal law, Buyer has the right to stop an automatic payment by contacting the account-holding financial institution. Buyer must give at least three (3) business days' oral or written notice to the account-holding financial institution before the scheduled payment date in order to stop an automatic payment.

By signing below, Buyer represents to Seller that all persons whose signatures are required to withdraw funds from the above referenced account have executed this Authorization Agreement. Buyer hereby acknowledges receipt of a copy of this Authorization Agreement for his/her records.

Buyer: _____ Date: _____



Owner Occupied Power Purchase Agreement

This **Power Purchase Agreement** is executed on _____, 2018 (the “**Effective Date**”), by AND between the “**Host**” and “**System Owner**”:

Host: with principal contact address at : _____ _____	System Owner: Harvest Power Solutions LLC, a New York limited liability company, with its head office at: 57A Saxon Ave Bay Shore, NY 11706 t: (631) 647-3402
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Summary: Host owns and/or controls certain property located at:

Address: _____

Parcel Number/TMK:

(as described on Exhibit A, the “Premises”, also referred to in this document as the “Site”), which uses electricity; and System Owner desires to sell and Host desires to purchase all of the electricity generated by the solar photovoltaic electric generation system, (the “System” as described in Exhibit A).

License: Host agrees to grant System Owner license to use a portion of the Premises (the “Site”, as described in Exhibit A) for the purposes of designing, constructing, installing, operating, maintaining, replacing, and repairing a solar photovoltaic electric generation system (the “System,”); and

Term: The term of this agreement shall begin on the date upon which the System is installed and functioning, and is granted Permission to Operate by the local utility (the “Operations Date”) and shall end **25 years** from that date (the “Term”), unless otherwise extended.

Price:

Price for Output (the “ <u>Price</u> ”) shall be [\$ / kWh]:	\$ _____ / kWh
Price shall increase each year on the anniversary date of the Operations Date by [%]:	_____%

System Details:

System Size [DC kW]:	_____ kW
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Estimated Annual Production [kWh the first year, with 1% decrease annually]:	_____
Sized to meet X% of site's electrical demand:	_____ %

Host and System Owner hereby authorize and execute this Power Purchase Agreement and agree to be bound by all enclosed Terms and Conditions:

Host:

System Owner:

Harvest Power Solutions LLC

Name: _____

Name: Carlo P. Lanza _____

Title:

Title: Managing Member

Signature

Date:

Signature

Date:

Terms & Conditions

1. **System Installation** Any structural repairs that are necessary to install the System must be completed by Host prior to installation of the System (As defined in Schedule A of Exhibit A). If any necessary structural repairs are not completed, System Owner may terminate this agreement. During the System installation, System Owner shall design, engineer, procure, install, construct, service, test, interconnect and start-up the System at the Site in a good and workmanlike manner and in accordance with all applicable laws and regulations. System Owner will procure all necessary permits, electric utility and interconnection approvals as applicable directly to the System, and Host will cooperate as needed to assist in achieving this goal. If for any reason, permits and/or electric utility and interconnection approvals cannot be secured, this Agreement will be terminated without liability to either Party. All permits obtained shall be owned and controlled by System Owner. To the extent that any such Permits must be obtained or owned by Host, Host agrees that it shall grant all material decision-making rights with respect to such Permits to System Owner.
2. **License to Use the Premises.** Host hereby grants a license to System Owner to use (i) the Licensed Area of the roof of the Premises, for the installation, operation, maintenance, repair and replacement of the System, (ii) all electrical lines and conducts required to transmit the Energy generated by the System to the Delivery Point and/or the Electric Utility's grid, (iii) such additional space at the Premises for the installation, operation, inspection, repair, maintenance, and/or improvement of electric lines, cables, conduits, inverters, and other System equipment, and (iv) the non-exclusive right of ingress and egress from a public right-of way, seven (7) days a week, twenty-four (24) hours a day, to the Premises for the purpose of installation, operation, inspection, maintenance, repair and/or improvement of the System and any part thereof. The System shall not be installed upon any limited common element without the consent of the owner of the unit for which use of the limited common element is reserved, and shall not directly affect any nonconsenting unit owner.
3. **Solar Electricity not to be used to heat pools or spas.** In no event shall the Host use the solar electricity provided through this PPA to heat pools or spas.
4. **Taxes paid by System Owner.** System Owner shall pay any income taxes associated with the sale of energy under this Agreement. Host shall either pay or reimburse System Owner for any and all other taxes including but not limited to taxes assessed directly on the generation, sale, delivery or consumption of Output.
5. **Taxes paid by Host.** Host shall be responsible for any general excise taxes, value add tax or the like due under this Power Purchase Agreement. Host shall pay all real property taxes and assessments applicable to the Site. System Owner shall not be liable for any property taxes or assessments associated with the Site. System Owner shall pay all property taxes applicable to the System.
6. **Access by System Owner.** System Owner and its agents, consultants, and representatives shall have access to the Premises, the Site, the System, all System Assets, System operations and any documents, materials, records and accounts relating thereto in accordance with and subject to the terms and conditions of the License to Use the Premises.
7. **Access by Host.** The Parties acknowledge that Host shall have access to the Site for maintenance, safety, security, and

emergency purposes. Host shall ensure that the operation of the System is not disrupted and the System is not damaged as a result of actions or inactions of Host, its designee(s) or invitees.

8. **Sunlight Easement.** Host agrees to prohibit any obstruction to the receipt of and access to sunlight as well as any obstructions to power facility operation throughout the entire area of the Site.
9. **Data Acquisition System and Meter.** Host shall make available to System Owner during the Construction Period (as necessary) and the Service Term broadband internet access at the Premises necessary for System Owner's equipment to continuously monitor the System performance, which equipment shall include a data acquisition system to monitor and meter System performance on a real time basis. System Owner shall install a revenue grade meter at the Delivery Point, "Meter" to measure the amount of Output delivered by System Owner to Host. System Owner shall own, operate and maintain the Meter during the Term at its own expense. System Owner shall read the Meter at the end of each calendar month, and shall record the Output delivered to Host. The Meter shall be used as the basis for calculating the amounts to be invoiced. The records from the Meter shall be made available to Host upon written request.
10. **System is Personal Property of System Owner.** The System shall be and shall remain System Owner's personal property at all times, shall not be a fixture on the Site and may be removed by System Owner in accordance with the terms and conditions of this Agreement. Neither the System nor any of its components may be sold, leased, assigned, pledged or otherwise alienated or encumbered by Host.
11. **Assignment and Transfer.** System Owner may assign all or part of this Agreement or Host's debts, and Host agrees to make all subsequent payments as instructed. This Agreement and the rights and obligations created hereunder shall not be reassigned by Host without the prior written consent of System Owner. Upon approval by System Owner, Host may transfer the System to another Host under the same Terms and Conditions of this Agreement so long as (i) the System continues to remain at the Address identified in the Agreement, and (ii) the assuming new Host agrees to all of the terms and conditions of the Agreement.
12. **Purchase Option** Host may purchase the System any time after the 7th anniversary of the Commercial Operations Date. The sales price shall be determined at the time of the sale and will be based on fair market value, calculated by a third party appraisal or the outstanding debt service remaining on the System plus 15%, whichever is higher.
13. **Early Termination** The early termination payment shall be calculated as outlined as follows:

$$\text{Early Termination Payment} = \text{Net Minimum Output} \times \text{Price for Output} - \text{operating costs avoided due to the early termination, for each of the remaining years of the contract.}$$
 If an early termination occurs on a date other than an anniversary of the Operations Date, the unpaid amount for the year will be calculated by multiplying the early termination payment by a simple ratio of the # of months remaining until the anniversary of the Operations Date divided by 12 months.
14. **End of Term.** At the end of the Term, System Owner will have one-hundred and twenty (120) days to remove the System. If System Owner does not choose to remove the System, Host may consider the System to be abandoned and may dispose of it in the manner of its choosing. Host may charge

System Owner reasonable disposal costs as long as disposal occurs within six (6) months of the end of term. In case of abandonment, System Owner will transfer all right of ownership to Host.

15. **Renewal Terms.** Additionally, at the end of the Term, Host will have the right to request, via written notice, a Renewal Term of five years. Host may request four consecutive Renewal Terms following the initial Term. The Energy Payments shall reset to 20% below the current utility pricing for the Site at the beginning of each Renewal Term.

16. **No Liens.** Host shall not cause or permit the System or any part thereof to become subject to any lien, encumbrance, pledge, levy or attachment arising by, under or through Host.

17. **Invoicing.** Each month, System Owner shall prepare and provide Host with an invoice for the Output delivered in the prior month. The amount due for the Output shall be determined by multiplying the Price by the Output in AC kWh deemed delivered to Host during such month, and each invoice shall set forth in reasonable detail the calculation of all amounts owed to System Owner. Delays in the issuance of any such invoice shall not constitute any waiver of Host's obligation to pay, or System Owner's right to collect, any payment by System Owner under any such invoice.

18. **Payments.** Host shall pay the full amount of each invoice on or before the tenth [10] Th day following receipt thereof (the "Due Date"). If the Due Date is not a Business Day, payment will be due the next following Business Day. Late payments shall accrue interest at a per annum rate equal to the lower of 12%, or the maximum rate allowed by law. All payments due from Host under this Agreement shall be paid to System Owner in the manner described in Exhibit B. Payment instructions may be

modified by System Owner by written notice to Host.

19. **Security Interest.** Host hereby authorizes System Owner the right to grant a security interest in the System to lenders or other financial partners. Host agrees to sign any documents required to accommodate such security interest including third party lender documents as quickly as possible, failure to do so will be considered an Event of Default.

20. **Contest Rights.** Host shall notify System Owner in writing within [five] Business Days of receipt of any invoice of any portion of the invoiced amount that it has a reasonable basis to dispute and the basis for such Dispute. The contested portion of any invoiced amount shall not relieve Host of its obligation to pay the uncontested portion of such invoice when due.

21. **Interruption of Output.** Host acknowledges and understands that solar power is an intermittent resource and that the output of the System, which is dependent on the sun and other factors, will constantly vary and that no particular amount of Output is guaranteed in amount or time of delivery. Host further acknowledges that it must retain a primary source of power from Host Utility. Notwithstanding anything to the contrary herein, System Owner shall have the right to interrupt, reduce or discontinue the delivery of Output for purposes of inspection, maintenance, repair, replacement, construction, installation, removal or alteration of the equipment used for the production or delivery of Output, or at the direction of authorized governmental authorities or electric utilities. Other than in the event of unexpected interruptions or in the event of an emergency, System Owner shall give Host notice at least [five] Business Days prior to an interruption of Output deliveries and an estimate of the expected duration

of the interruption. Both System Owner and Host shall use commercially reasonable efforts to minimize any such interruption or disruption in delivery. System Owner shall not be required to supply Output to Host at any time System Owner reasonably believes the Site Electrical System to be unsafe, but in no event shall System Owner have any responsibility to inspect or approve the Site Electrical System.

22. Operations & Maintenance. System Owner will provide operations and maintenance support by washing the System as appropriate for the System, as well as an annual maintenance and tune-up. Any performance issues found to be caused by Host, either directly or indirectly, may be fixed via a work order request. Work order request fulfillment will be invoiced by System Owner.

23. Warranty. System Owner warranties against any damage to the System due to negligence on the part of System Owner. Additionally, System Owner will warranty the PV modules and inverters of the System so long as they are within the term of the manufacturer's warranties

24. Events of Default and Remedies. An "Event of Default" means an occurrence of any of the following: (a) Host fails to pay an invoice following its due date, and such failure continues for a period of five [5] Business Days after System Owner provides written notice of such nonpayment to Host, (b) either Host or System Owner fails to perform fully any material provision of this Agreement, and such failure continues for a period of sixty [60] days after written notice of such nonperformance, or one-hundred and twenty[120] days after written notice with proof of performance of due diligence to cure failure; and (c) if either Host or System Owner voluntarily or involuntarily files or

has filed against it a bankruptcy or other similar petition.

25. Remedies for Event of Default. If at any time an Event of Default has occurred and is continuing, the other Party (the "Non-Defaulting Party") shall, without limiting the rights or remedies available to the Non-Defaulting Party under this Agreement, applicable law or in equity, have the right: (a) by notice to the Defaulting Party, to designate a date, not earlier than the date of such notice and not later than [20] Business Days after such date, as an early termination date ("Early Termination Date") in respect of this Agreement; (b) to withhold any payments due to the Defaulting Party under this Agreement until such Event of Default is resolved; and (c) to suspend performance due to the Defaulting Party under this Agreement until such Event of Default is resolved. In the event that the Non-Defaulting Party designates an Early Termination Date, this Agreement will terminate as of the Early Termination Date. Any Host remedies in the event of a System Owner default are subject to Lender cure rights.

26. Additional Host Rights Upon Termination In the event that Host is the Non-Defaulting Party, and Host elects to terminate this Agreement, Host shall be entitled, in its sole and absolute discretion, either to require that System Owner remove and properly dispose of the System and System Assets, including any and all related equipment and materials (or to remove and have stored the System at System Owner's sole cost and expense, if System Owner fails to remove the System within [120] days after the Early Termination Date).

27. Additional System Owner Rights Upon Termination In the event that System Owner is the Non-Defaulting Party, and that System Owner elects to terminate this Agreement, System Owner shall be entitled to receive from Host the Early

Termination Fee and System Owner shall remove the System at Host's sole cost and expense (except for cost to repair damage to the Premises due to System Owner's negligence during such removal, which shall be at System Owner's sole cost and expense), after which the License to Use the Premises shall terminate at no additional cost to System Owner.

28. **Force Majeure.** Neither Host nor System Owner will be liable for delay or default in the performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes.
29. **Emergencies.** In the event of any Emergency during the Term, Host and System Owner, as applicable, shall take such action as may be reasonable and necessary to prevent, avoid or mitigate injury, damage or loss to the System and any interruption, reduction or disruption of its proper operation, and shall, as soon as practicable, report any such incident, including such Party's response thereto, to the other Party.
30. **Governing Law.** This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the system is placed in service, "Host State" and in the jurisdiction of the courts of the Host State.
31. **Meet and Confer.** In the event of a claim, dispute, or other matter in question under this Agreement that arises between the Parties (a "Dispute"), the Party claiming the Dispute shall notify the other Party and request an in-person meeting to discuss and attempt to resolve the Dispute. The Parties shall meet and confer with respect to the Dispute no later than ten (10) Business Days after the receiving Party's receipt of the notice. In such meet and confer and for a period of not less than thirty (30) and not

more than sixty (60) days thereafter, the Parties shall attempt in good faith to resolve the Dispute. If by the end of the meet and confer period either Party determines that the Dispute is not close to resolution, such Party has the right to pursue mediation as provided in "Mediation."

32. **Mediation.** Any Dispute not resolved via "Meet and Confer" is subject to mediation as a condition precedent to the institution of any other dispute resolution proceeding by either Party. The mediation will be conducted in accordance with the Commercial Mediation Procedures of the American Arbitration Association then in effect or the equivalent of of the Host State. The request for mediation will be filed in writing with the other Party. The parties agree that mediation is the sole method for resolving a Dispute and the Parties agree to waive the right to pursue legal remedies and/or court action in place of mediation.
Host & System Owner hereby wave the right to a jury trial.
 This clause shall not preclude parties from seeking provisional remedies in aid of mediation from a court of appropriate jurisdictions.
33. **Mutual General Indemnity.** To the maximum extent permitted by law, each Party hereto (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, agents and employees of such other Party, and the affiliates of the same (collectively, the "Indemnified Parties"), from and against all loss, damage, expense and liability (including court costs and reasonable attorney's fees) resulting from injury to or death of persons, and damage to or loss of real or personal property, to the extent caused by or arising out of the negligent acts or omissions of the Indemnifying Party or its failure to materially comply with any provisions of this Agreement, including, with respect to Host as the Indemnifying

Party, for any claim or liability resulting from any trespass or other access to the System not authorized in this Agreement.

34. **Notices.** Any written notice, direction, instruction, request or other communication required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be delivered to the Party to whom notice is to be given via the following:

If to System Owner:

Harvest Power Solutions LLC
57A Saxon Ave
Bay Shore, NY 11706
Attention: Carlo P. Lanza

If to Host:

35. **Insurance.** During the Construction Period. Beginning on the Effective Date and continuing until the Commercial Operations Date, System Owner shall maintain (or shall cause its Subcontractors to maintain), with a company or companies licensed or qualified to do business in the Host State and rated “AA”, the following insurance coverage: (a) workers’ compensation insurance as required by the Host State; (b) comprehensive general liability insurance for bodily injury in an amount not less than \$1,000,000, and for property damage in an amount not less than \$1,000,000 per occurrence; and (c) professional liability insurance in an amount of not less \$1,000,000 per claim. Following the Commercial Operation Date. Beginning on and after the Commercial Operation Date and continuing through the expiration of the Term, System Owner shall

maintain (or shall cause its independent contractors to maintain), with a company or companies licensed or qualified to do business in the Host State and rated “AA”, the following insurance coverage: (a) workers’ compensation, to the extent and as required by the Host State amount not less than \$1,000,000 ; (b) comprehensive general liability insurance for bodily injury in an amount not less than \$1,000,000 per occurrence, and for property damage in an amount not less than \$1,000,000 per occurrence; and (c) property insurance on the System in an amount not less than the replacement value of the System. Such insurance shall name Host as an additional insured. Host’s Insurance.

Host (or its affiliates) shall maintain without interruption from the Effective Date until expiration of the Term, with a company or companies licensed or qualified to do business in the Host State and rated “AA”, the following insurance coverage: a) comprehensive general liability insurance in an amount not less than \$1,000,000 dollars; and (b) property insurance in an amount not less than the replacement value of the Premises. Such insurance shall name System Owner, its Investor Member, and any Lenders as additional insureds.

34. Environmental Incentives and

Attributes. System Owner and Host intend that System Owner shall obtain and retain all Green Attributes and Environmental Financial Incentives including SRECs, ZRECS or the equivalent, and all other financial incentives and Tax Benefits associated with the development of the System, including the installation, ownership, and operation of such System and the sale of electricity from the System to Host.

EXHIBIT A: DESCRIPTION OF THE SITE**DESCRIPTION OF THE SITE**

Project Code:	
Site Owner:	
Project Address:	
Parcel Number:	
Licensed Area:	Sq. Ft. Licensed Area - Defined as where solar modules are placed (sq. ft. noted), plus wall space of conduit runs, sub panels, inverters and monitoring equipment directly associated with the System, and reasonable access to the System.
Project Location (map):	
Site Photo:	
Additional Site Photo:	
Additional Site Photo:	
Schedule A. Structural Repairs and Site Preparation:	<p>It is Host's Obligation to (if required, check box as appropriate):</p> <p>Remove trees identified during site survey ----- <input type="checkbox"/></p> <p>Trim trees as identified during site survey ----- <input type="checkbox"/></p> <p>Repair roof surfaces ----- <input type="checkbox"/></p> <p>Replace roof surfaces ----- <input type="checkbox"/></p> <p>Clear work area for roof access ----- <input type="checkbox"/></p> <p>Clear area for installation of solar electrical equipment ----- <input type="checkbox"/></p> <p>Relocate roof vents ----- <input type="checkbox"/></p> <p>Relocate TV / satellite antenna ----- <input type="checkbox"/></p> <p>Perform electrical service panel upgrade ----- <input type="checkbox"/></p> <p>Will erect supporting structure to Seller specifications ----- <input type="checkbox"/></p> <p>Installation of fencing around system site----- <input type="checkbox"/></p> <p>Turn off Cell Phone towers during construction ----- <input type="checkbox"/></p> <p>Date Host's Obligation to be completed: _____</p> <p>Host Signature: _____</p>

<p>Schedule B. Host agrees that System Owner is not responsible or liable for damage, breach or failure or any of the following Premises conditions, before, during or after System installation:</p>	<p>Description of Site conditions:</p> <p>Host's Signature: _____</p>
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DESCRIPTION OF THE SYSTEM

DC System Nameplate:	_____ KW
AC System Nameplate:	
PV Modules:	TBD
Inverter(s):	TBD
Type of Construction:	Rooftop
Other Work Required:	
Proposed Interconnection:	
Design Documents:	

EXHIBIT B: ELECTRONIC FUNDS TRANSFER AGREEMENT

Name	
Address	
1. <i>Credit Card</i>	#:
Card #	Expiration Date:
Expiration Date	
Cardholder Name (as shown on card)	
Card Type (circle one)	<input type="checkbox"/> Visa/MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> American Express
Card Billing Address	
3 digit VIN	
OR	
2. <i>Bank</i>	
Bank Name	
Bank Branch	
Account Number	
Routing Number	

Please attach a copy of a voided check for this account if paying by method 2.

To make monthly payments as per the Power Purchase Agreement (the "PPA") dated _____ between Harvest Power Solutions, LLC ("System Owner") and _____ ("Host"). Host hereby authorizes System Owner to initiate debit entries to either the bank account or credit card indicated above, for scheduled Monthly Payments and all applicable sales or use tax, and fees, pursuant to terms of PPA, and Host hereby authorizes the depositing financial institution named to enter such debits to the referenced account. Host hereby acknowledges the amount of payments may vary each month and that the monthly invoice will be the only notice of the amount to be automatically deducted.

It is understood that System Owner will process debit entries or credit card payments to the above account on or after the 10th day of each month in an amount not to exceed such amounts dues under the PPA at such time. **If at the time of any payment the account has insufficient funds, System Owner will issue Host an additional \$25 fee per payment.**

Late payments shall accrue interest at a per annum rate equal to the lower of 12%, or the maximum rate allowed by law.

Host represents to System Owner that all persons whose signatures are required to withdraw funds from the above referenced account have executed this Authorization Agreement.

Host also acknowledges that System Owner may assign this Authorization Agreement to a third-party and that the assignee may then initiate debit entries per this Authorization Agreement as pursuant to the terms of the PPA.

Host acknowledges receipt of a copy of this Authorization Agreement for records.

Host hereby acknowledges that this Authorization Agreement will not be terminated until all obligations under the PPA are paid in full, or Host provides written notification via certified mail of such termination of this Authorization Agreement and has allowed System Owner reasonable amount of time to act upon the request and Host has made other payment arrangements agreed upon by both System Owner and Host for all obligations under PPA. The termination of this Authorization Agreement does not terminate the PPA or Host's obligation to make payments required by the PPA.

EXHIBIT C: CREDIT REPORT AUTHORIZATION**CREDIT REPORT AUTHORIZATION
AND PRIVACY DISCLOSURE FORM**

I hereby authorize Harvest Power Solutions LLC and its Assignees to obtain and review my credit report. My credit report will be obtained from a credit reporting agency chosen by Harvest Power Solutions LLC. I understand and agree that Harvest Power Solutions LLC intends to use the credit report for the purpose of evaluating my financial readiness to enter a Power Purchase Agreement for solar energy.

My signature below also authorizes the release to credit reporting agencies of financial or other information that I have supplied to Harvest Power Solutions LLC in connection with such evaluation.

Authorization is further granted to the credit reporting agency to use a copy of this form to obtain any information the credit reporting agency deems necessary to complete my credit report.

In addition, in connection with determining my ability to enter into a Power Purchase Agreement;

I authorize ☐

I do not authorize ☐

Harvest Power Solutions LLC to share with potential system financiers my credit report and any information that I have provided, including any assessments that have been produced based upon such information.

I understand that I may revoke my consent to these disclosures by notifying Harvest Power Solutions LLC in writing.

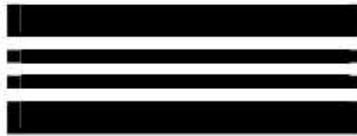
Host's Name (print) _____

Host Address _____

Host's Social Security Number/ EIN# _____

Date: _____

Host's Signature _____

EXHIBIT D: UCC1 FORM**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Print**Reset**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (1a or 1b) – do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (2a or 2b) – do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

OPTION AGREEMENT FOR SOLAR ENERGY SYSTEM GROUND LEASE

THIS OPTION AGREEMENT FOR SOLAR ENERGY SYSTEM GROUND LEASE (this “**Agreement**”) is made and dated as of [____], 2018 (the “**Effective Date**”), by and among [____], a [____] (“**Owner**”), and **HARVEST POWER SOLUTIONS LLC**, a New York limited liability company, or its designee (“**Grantee**”). Each of Owner and Grantee is sometimes referred to as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Owner owns the entire interest or an undivided interest in real property located in [____] County, New York, consisting of approximately [____] acres generally referred to as a portion of Assessor’s Parcel Number [____] and more particularly described on the attached Exhibit A and incorporated herein by this reference, including without limitation, easements and rights in, over, under and through the overall real property owned by Owner (the “**Property**”).

B. Grantee seeks from Owner, and Owner is willing to grant to Grantee, an exclusive, irrevocable option and right (without any obligation) to enter into a long-term solar energy facility ground lease for the Property substantially in the form attached to this Agreement, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of these promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Grantee agree as follows:

AGREEMENT

1. Exclusive Lease Option. Owner grants to Grantee an exclusive right and option (the “**Lease Option**”), which may be exercised at any time during the Option Term (as defined in Section 2 below), to lease the Property or any portion thereof on the terms and conditions set forth in the Ground Lease attached hereto as Exhibit B and incorporated herein by this reference (the “**Lease**”), for the purpose of development, construction and operation of one or more solar energy conversion and electrical power generation systems, which may include energy storage facilities, related utility lines, interconnected transmission lines and all related appurtenances (the “**Project**”). The activities which may be conducted pursuant to the Lease Agreement are referred to hereinafter as “**Solar Operations**.”

1.1 Exercise of Lease Option. Grantee may exercise the Lease Option for all or any portion of the Property by delivering to Owner written notice of exercise of the Lease Option in the form set forth in Exhibit C attached hereto and incorporated herein by reference (“**Notice of Exercise**”), which may be delivered at any time during the Option Term. Such Notice of Exercise shall include (a) the proposed commencement date for the Lease, which shall be no later than sixty (60) days following the date of the Notice of Exercise, (b) a description of the Property to be leased by Grantee, and (c) the calculation of the rent due for the first lease year under the Lease. In the event Grantee exercises the Lease Option with respect to less than all of the Property, then the Notice of Exercise shall also include a legal description of such portion of the Property, including the boundaries and approximate number of acres of the portion of the Property to be leased. Within five (5) business days after receipt of the Notice of Exercise by Owner, the Parties shall execute and deliver to each other the Lease Agreement for the Property with the commencement date, property description and first year rent amount completed as set forth in the Notice of Exercise.

1.2 Lapse of Option. In the event Grantee does not deliver a Notice of Exercise to Owner during the Option Term, then subject to the cure provisions set forth in this Agreement, the Owner shall have the right to terminate this Agreement, and the rights granted by Owner to Grantee in this Agreement shall be of no further force or effect.

1.3 Cure Rights. Notwithstanding anything to the contrary contained in this Agreement, no default shall be deemed to have occurred, no failure on the part of either Party to perform as required under this Agreement shall be deemed to have occurred, and no Option shall have been deemed to have lapsed, terminated or expired, unless and until the non-defaulting party shall have given written notice describing the nature of the default claimed and the defaulting party shall have (except as to such matters for which notice and cure periods are already provided for elsewhere in this Agreement), failed to cure the same within ten (10) business days after receipt of such written notice.

2. Option Term. The term of the Option shall be for a twelve (12) month period beginning on the Effective Date (“Initial Option Period”); provided, however, that Tenant shall have the right at any time prior to exercising the Option to terminate this Agreement by giving written notice to Landlord. If Tenant is diligently pursuing permits and approvals to install a solar energy production facility, Tenant may extend the Option Period for one six (6) month period (together with the Initial Option Period, the “Option Period”). Notice to extend shall be submitted to Landlord ten (10) days before the end of the Initial Option Period.

3. Option Consideration. In consideration for the Option, Tenant shall pay to Landlord the amount of One Hundred Dollars (\$100.00) within five business days of the Effective Date (the “Option Consideration”). The Option Consideration shall be non-refundable to Tenant. The Parties acknowledge and agree that the Option Consideration is adequate consideration paid by Tenant to Landlord for entering into this Agreement. No further consideration shall be required during the Option Period.

4. Lease Term.

4.1 Term. As used in this Agreement, “Term” means, collectively, the Primary Term and any Extension Term that may apply, as defined below.

4.2 Primary Term. The Lease shall commence upon the Lease Date and shall continue for a period of time (the “Primary Term”) ending on the date that is twenty (20) years after the date that commercial operation commences under the applicable power purchase agreement for the Project (the “Commercial Operation Date”). Tenant shall provide Landlord with notice of the Commercial Operation Date.

4.3 Extension Terms. Unless Tenant notifies Landlord that Tenant does not wish to extend the Term, the Term of this Lease shall in each instance automatically extend for five (5) consecutive periods of five (5) years each (each an “Extension Term”), on the same terms and conditions as the Primary Term except as otherwise expressly provided herein. If Tenant ever desires to prevent the Term from being extended (or further extended) pursuant to this paragraph, Tenant may notify Landlord of same at least sixty (60) days before the expiration of the Primary Term or Extension Term then in effect, after which the Term will expire at the end of the Primary Term or Extension Term then in effect and no further Extension Terms will be available to Tenant.

5. Feasibility Studies; Grant Of License.

5.1 Feasibility Studies. Commencing as of the Effective Date, Grantee shall have ninety (90) days (the “**Due Diligence Period**”) in which to make, at Grantee’s sole cost, such investigations, examinations, and studies of the Property as Grantee deems necessary or desirable (the “**Feasibility Studies**”), including, without limitation, reviewing the condition of title, any lease or sublease affecting the Property, any contract or other commitment with respect to the Property, tax and appraisal issues, preliminary construction issues; conducting studies of solar radiation, solar energy and other meteorological data; conducting soils tests and studies, environmental, endangered/threatened species and archaeological assessments and surveys; investigating and pursuing land use, permitting and energy development regulatory matters contemplated under Section 11 of this Agreement relating to the Grantee’s Solar Operations, including, without limitation, engaging in discussions with [] County regarding environmental and land use issues with respect to the Property; and, subject to the restrictions of the following sentence, performing drilling, excavation and other geotechnical activities (“**Geotechnical Investigation**”) in, and under the Property. Grantee’s conduct of Feasibility Studies and Geotechnical Investigation are referred to hereinafter as “**Grantee’s Operations.**” Upon expiration or earlier termination of this Option Agreement, Grantee shall promptly remove all of its equipment from the Property and restore the changes Grantee made to the Property as near as reasonably practicable to the condition before Grantee made such changes. In the event that Grantee is not satisfied, in its sole discretion, with the results of its Feasibility Studies, Grantee may terminate this Agreement on or prior to the expiration of the Due Diligence Period upon providing written notice to Owner, in which event this Agreement shall be of no further force or effect, and neither Party shall have any further obligation hereunder, except for those obligations specifically intended to survive the term of this Agreement. If this Agreement is not otherwise terminated, Grantee shall retain the right to continue to perform Feasibility Studies and Geotechnical Investigations during the remainder of the Option Term.

5.2 Owner’s Reports. During the Option Term, Owner shall give Grantee reasonable access to review any surveys, title reports, surface reports (e.g., soil, drainage, geotechnical, environmental and flood control reports) (“**Owner’s Reports**”) that Owner has in its possession or under its control. Within five (5) business days after the Effective Date, Owner shall (a) deliver to Grantee copies of the Owner’s Reports that are in Owner’s possession as of the Effective Date; and (b) give consent to any third party in possession of other Owner’s Reports to allow Grantee to copy or review each such report.

5.3 License. Owner grants to Grantee for the entire Option Term, subject to all existing rights in and encumbrances affecting the Property, a right of entry coupled with a license to enter, access and use the Property for the purposes of conducting Feasibility Studies and Geotechnical Investigation, together with a right of ingress and egress on, over, and across the Property for such purposes (the “**License**”).

6. Owner’s Covenant. The Lease Option granted hereunder is exclusive to Grantee, and in no event will Owner, during the Option Term, grant a license, easement, option, leasehold, or other rights affecting the Property (whether it would impact solar energy development or not) to any person, utility, or other entity seeking, directly or indirectly, to develop the Property for any other purposes, including solar energy purposes, nor permit any third party to undertake any other activities on the Property without Grantee’s consent. Owner shall have the right to use the Property during the Option Term for its own accord provided that such use does not interfere with Grantee’s exercise of its rights under this Agreement.

7. Termination.

7.1 Termination Rights. Grantee shall have the right in its sole discretion to terminate this Agreement as follows: (i) At any time during the Due Diligence Period, (ii) at any time

during the Option Term by written notice to Owner specifying the Grantee's election to terminate this Agreement, (iii) at any time during the Option Term by not making the next Option Fee payment and submitting written notice of such termination as further set forth in Section 5.1 above, and (iv) in accordance with Section 6 upon a default by Owner (the date of such termination, a "**Termination Date**").

8. Default; Termination.

8.1 Defaults. Subject to the cure rights set forth in this Agreement, each of the following events shall constitute an event of default by the applicable Party (collectively, "**Event of Default**").

(a) The failure or omission by a Party to observe, keep, or perform any of the material terms, agreements, or conditions set forth in this Agreement, and such failure or omission has continued for thirty (30) days, or such longer period required to cure such failure or omission, not to exceed ninety (90) days, if such failure or omission cannot reasonably be cured within such thirty (30)-day period, after written notice from the other Party.

(b) A Party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it and such involuntary petition or request is not dismissed within thirty (30) days after filing and written notice from the other Party.

8.2 Remedies.

(a) Default by Grantee. UPON AN EVENT OF DEFAULT BY GRANTEE, AND SUBJECT TO THE CURE PROVISIONS OF THIS AGREEMENT, OWNER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND RETAIN THE OPTION FEES ACTUALLY PAID BY GRANTEE AS OF THE DATE OF SUCH DEFAULT AS LIQUIDATED DAMAGES. OWNER AGREES THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH OWNER WILL INCUR AS A RESULT OF SUCH DEFAULT. OWNER AGREES THAT THESE LIQUIDATED DAMAGES, NAMELY THE RETENTION BY OWNER OF THE OPTION FEES ACTUALLY PAID TO OWNER AS OF THE DATE OF SUCH DEFAULT, SHALL BE IN LIEU OF ANY OTHER MONETARY RELIEF, OR SPECIFIC PERFORMANCE, TO WHICH OWNER MIGHT OTHERWISE BE ENTITLED UNDER THIS AGREEMENT FOR GRANTEE'S DEFAULT, AND SHALL BE OWNER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY UNDER THIS AGREEMENT FOR GRANTEE'S DEFAULT.

(b) Default by Owner. Upon an Event of Default by Owner, and subject to the cure provisions of this Agreement, Grantee shall be entitled to an immediate return of the Option Fees paid by Grantee, and shall have the right to pursue any other remedy available at law or in equity, including, but not limited to, specific performance of this Agreement or the right to recover all of its general damages, including, but not limited to, Grantee's costs and expenses in performing its Feasibility Studies and Geotechnical Investigation.

8.3 Removal Of Equipment. Upon the expiration of the Option term or as of a Termination Date, as applicable, in accordance with the terms of this Agreement, Grantee shall, upon the request of Owner, execute and record such further documentation as Owner may reasonably request evidencing the termination of Grantee's right, title, and interest in and to the Property under this

Agreement, and shall, within sixty (60) days after a Termination Date or expiration of the Option Term and written notice from Owner requesting such removal, remove all of Grantee's equipment and materials from the Property, and restore the soil, to the extent disturbed by Grantee, to a condition reasonably similar to its original condition as of the Effective Date, ordinary wear and tear excepted. If Grantee fails to remove any such equipment or materials and restore the soil within sixty (60) days after the expiration or termination of this Agreement and written notice from Owner requesting the same, Owner may do so, in which case Grantee shall reimburse Owner for all reasonable and actual costs of removal and restoration incurred by Owner, less any salvage value received by Owner, within thirty (30) days after receipt of an invoice from Owner. Any termination of this Agreement, whether by an event of default or pursuant to the terms of this Agreement, shall also terminate any future obligation of Grantee to pay any Option Fee due after a Termination Date.

9. Confidentiality. Owner will maintain in confidence, for the sole benefit of Grantee, all information pertaining to the financial terms of or payments under this Agreement, Grantee's methods of measurement of solar conversion potential, methods of operation, methods of construction, methods of power production, whether disclosed by Grantee or discovered by Owner, as applicable, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Owner, or (b) was already known to Owner at the time of disclosure. Owner will not publish or otherwise disclose such information to others, or permit its use by others for their benefit or to the detriment of Grantee.

10. Representations, Warranties, And Covenants Of Owner. Owner makes the following representations and warranties to Grantee, which representations and warranties shall be effective as of the execution of this Agreement, and shall continue to be effective at and survive commencement of any Lease Agreement:

10.1 Authority of Owner. Owner has the full power and authority to enter into and consummate this Agreement and any Lease Agreement with respect to its ownership interest in the Property.

10.2 Organization. Owner is a limited liability company duly formed, validly existing and in good standing under the laws of the State of [_____].

10.3 Encumbrances. As of the Effective Date, Owner's interest in the Property may be subject to one or more encumbrances recorded in the real property records of [_____] County, New York. Owner agrees that it will cooperate with Grantee, at Grantee's expense, in attempting to obtain any necessary consent, non-disturbance, or cooperation agreement from lien holders and any and all other persons having an interest in the Property, but excluding any such matters or encumbrances caused by Owner, which shall be at Owner's expense.

10.4 Access. There is insurable ingress and egress to and from the Property, as well as reasonably available, suitable and sufficient access to the Property from adjacent or nearby public roadways.

10.5 Litigation and Claims. Owner has not received written notice of any pending litigation or claims, and, to the best of Owner's knowledge, there are no suits or claims pending or threatened with respect to the Property nor are there any circumstances which might reasonably form the basis for any such suits or claims.

10.6 Bankruptcy, Insolvency, Etc. Owner is not the subject of any case, action or proceeding, whether actual, or to Owner's actual, current knowledge, contemplated or threatened under any bankruptcy, insolvency or similar laws affecting creditor's rights generally (whether state or federal).

10.7 Other Agreements. There are no existing leases, other contracts or agreements, written or oral, on the Property that would negatively impact Lessee's ability to exercise its rights under this Agreement, or other rights of occupancy or possession that would interfere with Lessee's rights under this Agreement.

10.8 Condition. To Owner's knowledge, there are no soil, structural, subsurface or other natural or artificial conditions upon or about, or other facts or conditions affecting the Property that could reasonably be expected to (A) adversely affect Grantee's ability to construct and operate the Project on the Property or (B) otherwise have a material adverse effect on the Property or the Project.

10.9 Hazardous Substances. To Owner's knowledge, (i) there are no hazardous substances located on the Property in violation of any applicable environmental laws or in an amount that requires reporting or remediation under applicable environmental laws; (ii) to Owner's knowledge, the Property has not been used for the generation, treatment, storage or disposal of hazardous substances and there is not now, and never has been, any underground storage tank located on the Property; (iii) Owner has not generated, treated, stored, or disposed of hazardous substances on, under or upon the Property. If any underground storage tank is subsequently discovered, the Owner shall be considered to be the exclusive owner of the underground storage tank for all purposes and shall be exclusively responsible to register and remove such tank, remediate any release therefrom and monitor the condition of the Property in compliance with all legal requirements, at Owner's sole cost and expense.

10.10 Notify Grantee. During the Option Term, Owner shall promptly advise Grantee in writing of: (i) any material adverse change in the condition of the Property or the status of title to the Property; and (ii) any fact that would or could make any of Owner's representations and warranties herein untrue. Owner shall deliver copies of all notices (including, without limitation, tax notices and bills and notices of default) received or sent by Owner relating to the Property and the Project.

10.11 No Detrimental Action. During the Option Term, Owner shall not take any action which could materially and adversely affect the Property or the future development thereof by Grantee, including without limitation any action which could affect the zoning, land use or entitlements applicable to the Property, or granting any third party rights to use the Property without Grantee's prior written consent. Furthermore, Owner shall not cause (or permit the same), by action or inaction, any change in the condition of title to the Property.

10.12 Terminate Contracts. At Owner's sole cost and expense, Owner shall seek in good faith to terminate or cause to be terminated before the commencement of the term of the Lease any and all other leasehold interests, easements, encumbrances or other agreements affecting the Property, including monetary encumbrances, with the exception of the permitted exceptions set forth on Exhibit E attached hereto and incorporated herein by this reference (the "**Permitted Exceptions**"), or as otherwise reasonably agreed to by both parties in writing.

10.13 Monetary Encumbrances. As between Owner and Grantee, Owner shall remove any and all monetary encumbrances affecting the Property such that the Lease for the benefit of Grantee would be free and clear of any and all such monetary encumbrances except as otherwise permitted under the Lease.

10.14 Compliance with Laws. To the best of Owner's knowledge, the Property, and Owner's title to and use thereof, is currently in full and complete compliance with all governmental laws, ordinances, orders, rules, and regulations applicable to the Property. Owner has not received any notice or other communication (whether written or oral), and no proceeding is pending, or, to Owner's knowledge, threatened, from or before any governmental authority or other entity regarding (A) any actual, alleged, possible or potential violation of, or failure to comply with, any applicable law affecting the Property or the Project, or (B) any actual, alleged, possible or potential liability for any remedial action of any nature affecting Owner, the Project or the Property. Owner shall comply with all laws, including any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, material or waste which was or is introduced, released, or brought onto the Property by Owner, Owner's agents or Owner's predecessors-in-interest and which was or is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations.

11. Assignment. Grantee shall have the right to assign, encumber, or transfer all or any part of its rights and interests under this Agreement without the prior written consent of Owner if the assignee is: (i) any affiliate (as defined below), (ii) an entity which purchases all or substantially all of the equity interests in Grantee, or (iii) a Financially Viable Entity (as defined below). For purposes hereof, "**affiliate**" means any entity which, directly or indirectly, controls Grantee, as applicable; "**control**" (including, with its correlative meanings, "**controlled by**" and "**under common control with**") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise); and "**Financially Viable Entity**" means an entity (or its affiliate or sponsor, as applicable) which reasonably demonstrates the financial ability of such entity to assume and perform Grantee's obligations under this Agreement. No such assignment or transfer shall relieve Grantee of its obligations under this Agreement unless Grantee assigns, and the assignee assumes, Grantee's entire interest hereunder, in which event Grantee shall have no continuing liability under this Agreement from and after the effective date of such assignment and assumption. Notwithstanding the foregoing provisions of this Section 9, Grantee shall have the right, without need for Owner's consent, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement in connection with the financing of all or any portion of the Project.

12. Effect Of Agreement. The undersigned each represents and warrants the he has the authority to bind the Party for which he signs this Agreement to all of its terms. The Parties intend that this Agreement create a valid right in favor of Grantee to lease the Property on the terms set forth in the Lease Agreement. Therefore, upon recording a memorandum of this Agreement in the real property records of [] County, New York, the exclusive right and option granted to Grantee in Section 1 shall be deemed an encumbrance upon the Property that shall run with the land and shall be binding upon the Property, Owner, and its successors and assigns, and shall inure to the benefit of each of the Parties hereto and their respective successors and assigns. Owner covenants and agrees that during the Option Term (and thereafter upon exercise of the Lease Option), any conveyance, sale, or transfer of the Property or any interest therein, and any lien or encumbrance attached to the Property, shall be subject to Grantee's rights under this Agreement. The binding effect of this Agreement shall extend to, run with and burden, any larger overall parcel of real property that the Property is a portion of.

13. Permitting. Owner hereby agrees that Grantee may, in its sole discretion and immediately following execution of this Agreement, commence taking any and all actions as may be necessary or proper for permitting of Solar Operations on the Property including, without limitation, submitting an electrical interconnection request. Owner shall cooperate with Grantee in Grantee's efforts to effectuate the permitting of the portion of the Property that will be the Property finally leased for construction, development, and Solar Operations, including, but not limited to, execution and return of

any required documentation to Grantee within ten (10) business days of receipt without additional remuneration to do so; *provided, however*, all costs and expenses that may be incurred by or assessed to Owner, directly or indirectly, with respect to its cooperation in permitting the Property as requested by Grantee shall be paid, or reimbursed to Owner, by Grantee. Grantee agrees to provide quarterly updates on Grantee's development efforts to Owner commencing with the first full quarter following the commencement of the Option Term.

14. Construction Liens. Grantee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Grantee's use of the Property pursuant to this Agreement. If Grantee wishes to contest any such liens or claims, Grantee shall, within ninety (90) days after it receives notice of such lien or claim, provide a bond or other security as Owner may reasonably request, or remove any such liens from the Property pursuant to applicable law.

15. Insurance. Throughout the term of this Agreement, Grantee shall maintain a policy or policies of commercial general liability insurance, with bodily injury and property damage coverage of at least One Million Dollars and No/100 (\$1,000,000.00) per occurrence and Two Million Dollars and No/100 (\$2,000,000.00) in the aggregate covering all of Grantee's activities on the Property under this Agreement. The policy shall name Owner as an additional insured as to Grantee's occupancy and use of the Property. Certificates of the Grantee's insurance policy in form and content reasonably satisfactory to Owner shall be delivered to Owner within ten (10) business days after written request by Owner. The policy shall be issued as a primary policy by an insurance company authorized to do business in the state in which the Property is located.

16. Indemnity.

16.1 Indemnity by Owner. Owner shall indemnify, defend, and hold Grantee and Grantee's shareholders, members, managers, officers, directors, lenders and affiliates (the "**Grantee Indemnified Parties**") harmless from and against all actions, claims, demands, expenses (including attorneys' fees and costs), and liabilities (collectively, "**Claims**"), to the extent arising directly or indirectly from the negligence or willful misconduct of Owner, its agents, employees, contractors or invitees, except to the extent that such Claims are caused by or result from the negligence or willful misconduct of Owner or Owner's affiliates.

16.2 Indemnity by Grantee. Grantee shall indemnify, defend and hold Owner, and Owner's shareholders, members, managers, officers, directors, lenders and affiliates (the "**Owner Indemnified Parties**"), harmless from and against all Claims, to the extent arising directly or indirectly from negligence or willful misconduct Grantee, its agents, employees, contractors, or invitees, except to the extent that such Claims are caused by or result from the negligence or willful misconduct of Owner or Owner's affiliates.

16.3 Hazardous Materials.

(a) Owner shall indemnify, defend and hold Grantee and any of the Grantee Indemnified Parties harmless from, for and against any and all Claims incurred by Grantee to the extent arising from access to the Property by Owner and its invitees (other than Grantee and its invitees), including but not limited to, any environmental contamination or violation of any state or federal environmental law, rule or regulation (excluding any such matters arising from the negligence or willful misconduct of Grantee or any of the Grantee Indemnified Parties).

(b) Grantee shall indemnify, defend and hold Owner and any of the Owner Indemnified Parties harmless from, for and against any and all Claims incurred by Owner to the extent arising from access to the Property by Grantee and its invitees (other than Owner and its invitees), including but not limited to, any environmental contamination or violation of any state or federal environmental law, rule or regulation (excluding any such matters arising from the negligence or willful misconduct of Owner or any of the Owner Indemnified Parties).

17. Owner's Use During Option Term. Owner shall have the right to farm the Property during the Option Term and retain any income derived therefrom. Grantee shall be responsible for any damage to Owner's crops or equipment directly caused by Grantee's activities on the Property during the Option Term. If the Option is exercised, prior to commencement of construction of the Project, Grantee shall, in Grantee's sole discretion, either (a) allow Owner to harvest the crops growing on the Property (which Owner would then do prior to commencement of construction), or (b) reimburse Owner for the actual and reasonable costs incurred in planting and maintaining the crops on the Property (in which case Grantee shall be entitled to dispose of the crops without further liability to Owner therefor). Notwithstanding the foregoing, Lessor shall not plant any orchard crops, including, without limitation, any almond, pistachio, citrus, or fruit trees, or undertake any vineyard operations or activities, including, without limitation, the planting of, or preparations for planting, any grapevines, and Grantee shall have no liability, cost or otherwise, to Owner therefor.

18. Miscellaneous Provisions.

18.1 Notices. All notices, payments, and other communications to the Parties under this Agreement must be in writing and be delivered by (a) certified or registered mail (return receipt requested), (b) personal delivery, (c) nationally recognized courier service which provides written evidence of delivery, or (d) (excepting payment) facsimile to the addresses below, or to such other addresses as the Parties may, by such notice, specify from time to time:

If to Owner:

[_____
[_____
[_____
Attention:[_____
Email:[_____
Telephone:[_____]

If to Grantee:

Harvest Power Solutions LLC
[_____
[_____
Attention: [_____
Email:[_____
Telephone:[_____]

18.2 Waiver. The failure of a Party to insist on the strict performance of any provision of this Agreement or to exercise any right, power, or remedy upon a breach of any provision of this Agreement will not constitute a waiver of any provision of this Agreement or limit the Party's right to enforce any provision or exercise any right in the future.

18.3 Modifications; Amendments. No modification or amendment of this Agreement is valid unless made in writing and executed by the Parties.

18.4 Governing Law/Attorney's Fees. This Agreement and any disputes arising out of this Agreement shall be governed by and construed under the laws of the State of New York, without regard to principles of conflicts of law. Venue for any action to enforce or interpret this Agreement shall be [] County, New York. In the event of any action or proceeding to enforce a term or condition of this Agreement, any alleged disputes, breaches, defaults, or misrepresentations in connection with any provision of this Agreement or any action or proceeding in any way arising from this Agreement, the prevailing party in such action, or the nondismissing party when the dismissal occurs other than by a settlement, shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees and costs of defense paid or incurred in good faith. The "prevailing party," for purposes of this Agreement, shall be deemed to be the party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

18.5 Remedies. Each Party hereto acknowledges that if this Agreement is breached, the non-breaching Party hereto may be irreparably harmed and may not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled in law or in equity, any non-breaching Party may be entitled to an injunction or injunctions to prevent breaches of this Agreement and/or to compel specific performance.

18.6 Consequential Damages Waiver. Except as provided in Section 14 with respect to third party claims that may indemnified against, the Parties shall have no liability for consequential damages arising from a breach of this Agreement.

18.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

18.8 Time of the Essence. The Parties acknowledge and agree that, if the Lease Option is exercised, time is of the essence in this Agreement. Each of Owner and Grantee agrees, for itself, its employees, agents, attorneys, and affiliates, that it will execute the Lease Agreement, and all contracts, applications for permits, and all other instruments that are or may be necessary to effectuate the purpose of the Lease Agreement in accordance with their terms and the terms of this Agreement.

18.9 Recording. Upon execution of this Agreement, Owner and Grantee will execute a memorandum of this Agreement in the form attached as Exhibit E and incorporated herein by this reference. Grantee may, at its expense, record such memorandum in the real property records of [] County, New York.

18.10 No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the Parties to this Agreement.

18.11 Entire Agreement. This Agreement, including attached Exhibits, contains the entire and final understanding of the Parties and supersedes all prior agreements and understandings between the Parties related to the subject matter of this Agreement.

18.12 Time for Performance. In the event any time period or due date set forth in this Agreement would otherwise fall on a Saturday, Sunday or holiday, such time period shall be automatically extended to the next business day.

18.13 Right of First Offer and Refusal.

(a) Commencing on the Effective Date of this Lease Option and continuing throughout the Term ("**ROFO Period**"), Owner hereby grants Grantee the right of first offer to purchase the Leased Premises in accordance herewith ("**ROFO**"). If, during the ROFO Period, Owner elects to sell the Property, Owner will not list the Property with a broker or otherwise market the Premises for sale without first making an offer to Grantee for a price and on terms and conditions acceptable to Owner ("**Owner's Offer**"). Owner shall allow Grantee thirty (30) days from the date Grantee receives Owner's Offer ("**ROFO Acceptance Period**") within which to notify Owner of its election to purchase the Property under the same terms and conditions specified in Owner's Offer, by giving written notice to Owner of such election ("**ROFO Acceptance Notice**"). In the event that Grantee delivers a ROFO Acceptance Notice, Grantee and Owner shall forthwith proceed to consummate the sale and purchase of the Property on the terms and conditions set forth in Owner's Offer and the Parties shall be bound by the contract formed by such offer and acceptance. If the ROFO Acceptance Notice is not given in a timely manner, or Grantee fails to provide such notice, then Grantee shall be deemed to have rejected Owner's Offer and Owner may thereafter proceed to sell the Property at any time immediately upon expiration of the ROFO Acceptance Period on the terms and conditions set forth in Owner's Offer, free and clear of any rights of Grantee under this ROFO with respect to that sale only. If Grantee makes a counteroffer within the thirty (30) day period, Owner will have the option of accepting the counteroffer at any time during the one hundred eighty (180) day period after the counteroffer is delivered to Owner. Grantee may not withdraw any counteroffer until one hundred eighty (180) days after it is given. During that time, Owner may market and sell the Property to a third party, as long as the sale is for a price that is at least five percent (5%) higher than the price contained in Grantee's counteroffer.

(b) Right of First Refusal. Commencing on the Effective Date of this Lease Option and continuing during the Option Term ("**ROFR Period**"), Owner hereby grants to Grantee a right of first refusal to purchase the Leased Premises in accordance herewith ("**ROFR**"). If, during the ROFR Period, Owner receives an offer on the Property, or any portion thereof, from a third party purchaser, and Owner is willing to accept such offer ("**Offer**"), then Owner shall give Grantee a copy of the Offer and certify to Grantee that Owner is prepared to move forward on such Offer ("**Offer Notice**"). Grantee shall have ten (10) business days from receipt of the Offer Notice ("**ROFR Acceptance Period**") within which to notify Owner of its election to purchase the Property under the same terms and conditions specified in the Offer, by giving written notice to Owner of such election ("**ROFR Acceptance Notice**"). In the event that Grantee delivers a ROFR Acceptance Notice, Grantee and Owner shall forthwith proceed to consummate the sale and purchase of the Property on the terms and conditions set forth in the Offer, except that Grantee shall have no less than twenty (20) days from the ROFR Acceptance Notice to complete such closing even if the terms in the Offer provide for a shorter closing period. If the ROFR Acceptance Notice is not given in a timely manner, or Grantee fails to provide such notice, then Grantee shall be deemed to have rejected the Offer and Owner may thereafter proceed to sell the Property at any time immediately upon expiration of the ROFR Acceptance Period on the terms and conditions set forth in the Offer, free and clear of any rights of Grantee under this ROFR with respect to that sale only. Owner may make changes in the terms and conditions of the Offer as long as such changes are not materially more favorable to the third party purchaser. Any sale or proposed sale on any other material terms and conditions, or with respect to a different portion of the Property, shall be a new sale subject to all of the terms of this ROFR as set forth herein.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantee and Owner have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

GRANTEE:

HARVEST POWER SOLUTIONS LLC,
a New York limited liability company

By: _____

Name: _____

Title: _____

Date: _____

OWNER:

By: _____

Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

The land referred to herein below is situated in the County of _____, State of _____, and is described as follows:

APN: _____

EXHIBIT B
FORM OF GROUND LEASE

GROUND LEASE FOR SOLAR ENERGY SYSTEM

THIS GROUND LEASE FOR SOLAR ENERGY SYSTEM (this “**Lease**”) is entered into to be effective as of _____, 201_ (“**Effective Date**”) by and among _____, a _____ (“**Lessor**”) and HARVEST POWER SOLUTIONS LLC, a New York limited liability company (“**Lessee**”). Lessee and Lessor are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

BACKGROUND

A. Lessor is the owner of fee title to that real property located in _____ County, _____, described and identified in Exhibit 1 attached hereto and incorporated herein by this reference (the “**Leased Premises**”).

B. Lessee desires to lease the Leased Premises for the purpose of development, construction and operation of one or more solar energy conversion and electrical power generation systems, which may include energy storage facilities, related utility lines, interconnected transmission lines and all related appurtenances thereon (“**Solar Operations**”) and Lessor desires to lease the Leased Premises to Lessee for that use.

NOW THEREFORE, in consideration of the payments and covenants herein contained, the Parties do hereby agree as follows:

1. Lease.

1.1 Grant. Lessor does hereby grant to Lessee, and Lessee does hereby accept, a lease for exclusive use by Lessee of the Leased Premises, on the terms and conditions hereinafter set forth.

2. Lease Term.¹

2.1 Term. The initial period of this Lease shall commence on the Effective Date and shall continue for [twenty (20) years], unless sooner terminated in accordance with the provisions hereof (“**Term**”). Each one (1) year period commencing on the Effective Date and on each anniversary of the Effective Date during the Term shall be referred to herein as a “**Lease Year**.”

2.2 Options to Extend Term. Lessee shall have the right to extend the Term two (2) times (each an “**Option to Extend**” and together the “**Options to Extend**”), which it may exercise in its sole discretion. The first and second Option to Extend shall each be for an additional period of five (5) years (each an “**Extended Term**”). Lessee may exercise each Option to Extend by giving Lessor written notice of exercise not less than six (6) months prior to the expiration of the Term (including as it may have been previously extended). Any Extended Term shall be on the same terms and conditions set forth in this Lease.

3. Use of Leased Premises by Lessee.

3.1 Permitted Uses. This Lease is for use of the Leased Premises for solar energy collection and conversion, for generation and transmission of electric power and for all related and incidental purposes and activities (collectively, “**Operations**”), in accordance with all of the terms of this Lease, with Lessee deriving all profit therefrom, and including, without limitation:

(a) conducting studies of solar radiation, solar energy, soils, and other meteorological and geotechnical data;

(b) constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells, panels, mirrors, lenses and related facilities necessary to harness the solar resource for photovoltaic electric energy generation, including without limitation, existing and/or future technologies used or useful in connection with photovoltaic energy conversion and generation of electricity from the solar resource, and associated support structure, braces, wiring, plumbing, and related equipment (“**Solar Energy Facilities**”), (ii) electrical transmission and distribution facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, towers, poles, cross-arms, guy lines, anchors, cabling and wires, (iii) overhead and underground control, communications and radio relay systems, (iv) interconnection and/or switching facilities and electric transformers and transformer pads, (v) energy storage facilities, (vi) meteorological towers and solar energy measurement equipment, (vii) control buildings, control boxes and computer monitoring hardware, (viii) utility installation, (ix) safety protection facilities, (x) maintenance yards, (xi) roads and erosion control facilities, (xii) signs and fences, and (xiii) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity generated on the Leased Premises or on adjacent property (all of the foregoing, including the Solar Energy Facilities, collectively a “**Solar Energy System**” or “**Improvements**”);

(c) removing, trimming, pruning, topping or otherwise controlling the growth of any tree, shrub, plant or other vegetation; dismantling, demolishing, and removing any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or upon maturity could intrude) into the Leased Premises that could obstruct, interfere with or impair the Solar Energy System or the use of the Leased Premises intended by Lessee hereunder; and excavating, grading, leveling and otherwise modifying the land; and undertaking any other lawful activities, whether accomplished by Lessee or a third party authorized by Lessee, that are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes, together with such uses as may be permitted by law.

3.2 Additional Uses. The Parties acknowledge and agree:

(a) that renewable and solar energy technologies are improving at a rapid rate and that it is probable that Lessee may (although Lessee shall not be required to) replace from time to time existing Solar Energy Facilities on the Leased Premises, entirely or in part, with newer model or design Solar Energy Facilities, in Lessee’s sole discretion;

(b) this Lease includes a grant of the right of ingress to and egress from the Solar Energy Facilities over, under, and along the Leased Premises by means of any existing roads and lanes thereon, and by such other route or routes as Lessee may construct on the Leased Premises from

time to time, for the benefit of and for purposes incidental to Operations on the Leased Premises and to the Improvements and/or to any other Projects owned or operated by Lessee or an affiliate of Lessee.

(c) this Lease includes the right to (i) install and maintain on the Leased Premises transmission lines and facilities, both overhead and underground, which carry electricity to and/or from lands other than the Leased Premises, and (ii) install and maintain on the Leased Premises communication lines and facilities, both overhead and underground, which carry communications to and/or from lands other than the Leased Premises.

(d) this Lease includes the right to make use of surface or subsurface water or any other water sources relating to the Leased Premises for Project purposes, provided Lessee maintains those water sources in productive use for future agricultural use of the Leased Premises. Lessee shall be responsible to pay all costs of maintaining the water sources in such productive use during the Term. Lessor makes no representation or warranty as to the quality or quantity of water available for Lessee's use on the Leased Premises.

(e) The Improvements and Lessee's uses of the Leased Premises permitted under this Section 3 are hereinafter sometimes referred to as the "**Project**."

3.3 Exclusive Use. Lessee shall have the sole and exclusive right to collect and convert all of the solar resources of, and to conduct Operations on, the Leased Premises. Lessor shall not grant any rights in the Leased Premises purporting to permit others to conduct Operations on the Leased Premises in derogation of Lessee's sole and exclusive rights on the Leased Premises.

3.4 Operations Date. Lessee intends to install Solar Power Facilities on the Leased Premises consisting of such facilities, equipment and related improvements permitted under this Lease. The precise location on the Leased Premises and timing of such installation shall be determined by Lessee. The date of commencement of Operations as measured by the date the Project is interconnected to the electric utility grid at its fully rated capacity and transmits energy to the grid for commercial sale (not including test energy) shall be referred to herein as the "**Operations Date**."

4. Ownership and Operation of the Improvements.

4.1 Title. Title to the Improvements has been and is reserved to Lessee and remains the sole property of Lessee. Lessee may add or remove all or any portion of the Improvements at any time during the Term, irrespective of the manner or method of attachment of the same to the Leased Premises, provided same is accomplished in accordance with Applicable Laws. Lessor shall have no ownership or other interest in any component of the Improvements or any environmental attributes produced therefrom, including, without limitation, any and all credits (including tax credits, carbon credits, renewable energy credits), rebates, incentives, benefits, emissions reductions, entitlements, offsets and allowances of any kind, howsoever entitled, attributable to the Improvements or the electric energy, capacity or other generator-based products produced therefrom, whether in effect as of the Effective Date or as may come into effect in the future (collectively, "**Environmental Attributes**"). For the avoidance of doubt, Lessee's right to benefit from any such tax credit, existing or in the future, shall always be superior to Lessor's. If, under future laws, Lessee or any other holder of a leasehold interest in this Lease becomes ineligible for any Environmental Attributes resulting from the operation of the Improvements or the solar energy generated therefrom, Lessor shall use commercially reasonable efforts to assist Lessee in the amendment of this Lease or replacement of this Lease with a different instrument acceptable to Lessor, in Lessor's commercially reasonable discretion (which discretion shall include but not be limited to Lessor's ability to obtain the approval of any then current lender of Lessor with a security interest in the Leased Premises), so as to convert Lessee's interest in the Leased Premises to a substantially similar

interest that makes Lessee or any other holder of a leasehold interest in this Lease eligible for such Environmental Attributes; *provided, however*, that such Lease amendment or replacement instrument does not: (a) directly or indirectly increase Lessor's obligations identified in this Lease; (b) decrease the rent paid by Lessee to Lessor hereunder; (c) decrease the value of the Leased Premises; (d) decrease Lessor's rights under this Lease; (e) limit Lessor's ability to obtain financing in the future for the Leased Premises upon terms that are reasonably acceptable to Lessor; (f) increase the amount of Lessor's real property taxes; (g) otherwise decrease the value to Lessor of the revenue stream received by Lessor under this Lease; (h) decrease the value of Lessor's reversionary interest in the Leased Premises following the expiration of the Term, as amended, or at the end of the term of the replacement instrument; and/or (i) affect in any way Lessor's ownership interest in the Leased Premises. For purposes of this Section 4.1 only, the term "Lessee" shall include all direct and indirect owners and affiliates of Lessee.

4.2 Operation of Improvements. The manner of operation of the Improvements, including, but not limited to, decisions on when to conduct maintenance, is within the sole discretion of Lessee. Notwithstanding the foregoing, Lessee at all times and at its sole cost and expense shall ensure that the Leased Premises and the Improvements are maintained and operated in accordance with prudent industry practices in place from time to time and in compliance with applicable law, governmental authorities, insurance underwriters, mortgages, deeds of trust, and covenants, conditions, and restrictions pertaining to the Leased Premises and the Improvements.

5. Permits and Governmental Approvals.

5.1 Additional Approvals. Lessee shall be responsible for obtaining at its sole cost and expense from any governmental agency or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights that are necessary in connection with the Project or the Operations; and Lessor shall, upon Lessee's request, execute, and, if appropriate, cause to be acknowledged and recorded, any application, document or instrument (including any variance, encroachment agreement or setback waiver) that is reasonably requested by Lessee in connection therewith. Such documents shall be in the form required by state or local government(s). Lessor shall cooperate with Lessee as necessary to obtain any governmental approvals related to use of Leased Premises at no cost or expense to Lessor. Lessee shall pay for Lessor, and hold Lessor harmless from, all out-of-pocket expenses incurred by Lessor in connection with such cooperation within ten (10) days after Lessee's receipt of a request for such payment.

6. Rent.

6.1 Rent. Lessee shall pay to Lessor as annual rent for the Leased Premises for each Lease Year (prorated for any partial Lease Year, as applicable) ("**Rent**"). Rent for the first Lease Year shall be paid in the amount of [_____] Dollars (\$_____) per acre of the Leased Premises. Each Lease Year, on the anniversary of the Effective Date, Rent shall increase by the amount equal to [_____] percent (_____) of the Rent paid for the prior Lease Year. The foregoing Rent amount, including the annual increases thereto, shall also apply to any extensions or renewals of the Term.

6.2 Payment of Rent. Rent shall be payable annually, in advance, (a) with payment for the first Lease Year to be made within forty-five (45) days after the Effective Date, and (b) payment for each subsequent Lease Year to be made within forty-five (45) days after each anniversary of the Effective Date during the Term. Rent payments shall be made to Lessor at,

[_____]
[_____]
[_____]
Attention: [_____]
Telephone: [_____]
Fax: [_____]
Email: [_____]

unless such address is changed by Lessor by notice given pursuant to Section 24, below.

7. Payment of Taxes. Lessee shall pay (a) any personal property taxes on the Improvements and/or any such taxes that are directly attributable to the Operations and any solar energy conversion equipment installed by Lessee on the Leased Premises, and (b) the portion of the taxes on the Property, if any, that represents an increase in such taxes attributable to the Project improvements; provided, however, such obligation shall not include any recaptured taxes attributable to any period prior to the Effective Date or due to a change in ownership of the Leased Premises, or any interest or penalties thereon ("Lessee's Taxes"). Lessee's duty to pay Lessee's Taxes shall exist only with respect to property taxes for tax years during the Lease Term. Lessee shall have the right, at its sole expense, to appeal or contest any such tax it could be responsible to pay under this Lease and to compromise and settle the same, and Lessor shall execute such petitions and agreements and otherwise cooperate with Lessee to the extent reasonably necessary for Lessor to do so. Lessor shall deliver to Lessee copies of all real property tax bills within thirty (30) days after receipt of the bill by Lessor from the taxing authority and Lessee shall pay Lessee's Taxes on or before the date payment is due. Lessor shall pay real property taxes other than the Lessee's Taxes.

8. Utilities. Lessee shall be solely responsible for obtaining and paying for all utilities needed or used by Lessee on the Leased Premises, including any costs associated with establishing utility service. Lessor will not be liable for damages, by abatement of Rent or otherwise, for any interruption in the availability of any utility or service. Such unavailability will not constitute an eviction or a disturbance of Lessee's use and possession of the Leased Premises or relieve Lessee from paying Rent or performing any of Lessee's obligations under this Lease. Lessor shall use commercially reasonable efforts to cooperate with Lessee, as Lessee shall request, in Lessee's efforts to obtain utility service to and from the Leased Premises; provided that Lessee shall pay, and shall hold Lessor harmless from, any cost or expense incurred by Lessor due to such cooperation.

9. Liens. Lessor and Lessee shall keep the other's interest in the Leased Premises free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies and equipment furnished in connection with Lessor's or Lessee's (as applicable) ownership or use of the Leased Premises, subject to Lessor's and Lessee's (as applicable) right to contest such liens and claims. If Lessor or Lessee (as applicable) wishes to contest any such liens or claims, such Party shall, within ninety (90) days after it receives notice of such lien or claim, provide a bond or other security as the other Party may reasonably request, or remove any such liens from the Leased Premises pursuant to applicable law.

10. Maintenance of Leased Premises; Liability Waiver.

10.1 Maintenance. Throughout the term of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain the Improvements and all of the Leased Premises in good and clean condition and in accordance with all applicable laws, rules, ordinances, orders, and regulations of all governmental

agencies. Lessee shall not unreasonably clutter the Leased Premises and shall collect and dispose of any and all of Lessee's refuse and trash.

10.2 Failure to Comply. If Lessee fails to comply with any obligation of Lessee under this Section 10, after Lessor has given Lessee at least sixty (60) days prior written notice of such failure (except in event of emergency need for immediate action), Lessor shall have the right but not the obligation to take such measures to correct the noticed failure as Lessor deems necessary, in its reasonable discretion, and charge the reasonable cost and expense thereof to Lessee as additional rent due with the next installment of Rent. Lessee shall pay to Lessor any such cost or expense within thirty (30) days after Lessee's receipt of a statement therefor from Lessor, and if such payment is not made within such time, Lessee shall also pay to Lessor interest on the unpaid amount at the rate of the lesser of seven percent (7.0%) per annum or the highest amount allowed by law, commencing to accrue on the day after the date such payment is due.

11. Security; Lessor's Access. All security measures reasonably necessary to protect against damage or destruction of Lessee's Improvements, or injury or damage to persons or property on the Leased Premises, or the Operations, shall be provided by Lessee, at Lessee's sole cost, on the Leased Premises, including, if reasonably necessary, warning signs, fencing, closed and locked gates, and other measures appropriate and reasonable. Lessor shall not be responsible for loss or damage to the Improvements resulting from Lessee's failure to provide security measures. Lessor may access any part of the Leased Premises that is within Lessee's secured areas for the purpose of inspection of activities thereon upon twenty-four (24) hours' notice to Lessee, except in case of emergency, when no advance notice shall be required, provided that such access shall comply with Lessee's safety requirements and shall not in any manner interfere with Lessee's Operations nor violate applicable laws or governmental regulations.

12. Insurance. At all times during which Lessee is conducting any activities on the Leased Premises, and at all times during the Term of this Lease, Lessee shall, at its own cost and expense, obtain and maintain in effect commercial general liability insurance, with bodily injury and property damage coverage of at least One Million Dollars and No/100 (\$1,000,000.00) per occurrence and Two Million Dollars and No/100 (\$2,000,000.00) in the aggregate, and Lessor shall be provided with additional insured status on all policies of such insurance. Lessee shall provide to Lessor a certificate evidencing such coverage within fifteen (15) days after the Effective Date and thereafter annually upon Lessor's reasonable written request. The foregoing requirements may be satisfied by combination of General Liability and Umbrella/Excess Liability policies. Any such insurance shall be primary and non-contributory relative to any similar insurance Lessor may carry covering the Leased Premises.

13. Lessor's Representations, Warranties and Covenants. In addition to all other representations, warranties or covenants set forth in this Lease, express or implied, Lessor hereby represents, warrants and covenants to Lessee as follows:

13.1 Lessor's Authority. Each Lessor is the sole owner of the property comprising the Leased Premises as set forth in the Recitals and has the unrestricted right and authority to execute this Lease and to grant to Lessee the rights granted hereunder. Each person signing this Lease on behalf of Lessor is authorized to do so, and all persons having any ownership or possessory interest in the Leased Premises (including spouses) are signing this Lease as Lessor. When signed, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. No consent or other approval, authorization or action by, or filing with, any person is required to be made or obtained by such party for Lessor's lawful execution, delivery and performance of this Lease.

13.2 Liens and Tenants. To the best of Lessor's actual knowledge, there are no liens, encumbrances, leases, fractional interests, mineral rights or oil and gas rights, or other exceptions to Lessor's fee title ownership of the Leased Premises or otherwise burdening the surface estate of Lessor in the Leased Premises other than those disclosed in that pro forma title insurance policy for the leasehold created under this Lease prepared by [] Title Company under Title No. [] and dated [], 20 [], a copy of which has been reviewed by Lessee. Lessor has not received any notice (orally or in writing) from any third-party of any adverse claim or encumbrance burdening the Leased Premises. Except as otherwise disclosed to Lessee in writing, there are no tenants on the Leased Premises.

13.3 Legal Access. Lessor represents and warrants that there is insurable ingress and egress to and from the Leased Premises, as well as reasonably available, suitable and sufficient access to the Leased Premises from adjacent or nearby public roadways for pedestrian and vehicle access and communications lines. To the extent that such ingress, egress and access is unavailable for use by Lessee at any time during the Term, Lessor shall grant to Lessee such access easements and rights-of-way, for no additional consideration, over and across any adjacent property owned or controlled by any Lessor, as may be necessary or appropriate, as determined by Lessee in Lessee's reasonable discretion, to support Lessee's use of the Leased Premises for its Operations during the Term.

13.4 No Interference. Lessor shall not grant any rights to any person or entity, which would, currently or in the future, impede or interfere with: (a) Lessee's surface access to the Project and the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Project; (b) the flow of solar radiation, or direction of exposure to the sun over the Leased Premises; or (c) the undertaking of any other activities of Lessee permitted under this Lease.

13.5 Title Review and Cooperation. Lessor, at no "out-of-pocket" cost to Lessor, shall cooperate with Lessee to obtain non-disturbance, subordination and other title curative agreements as reasonably requested by Lessee from any person with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Leased Premises to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Lessee under this Lease. Lessor shall also provide Lessee with any further assurances and shall execute any truthfully accurate estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Lessee.

13.6 Requirements of Governmental Agencies/Lenders. During the Term, Lessor, at no cost to Lessor, shall use commercially reasonable efforts to cooperate with Lessee in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Lessee in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Solar Energy System, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Lessee shall pay for Lessor, and hold Lessor harmless from, all out-of-pocket expenses incurred by Lessor in connection with such cooperation within ten (10) days after Lessee's receipt of a request for such payment.

13.7 Hazardous Materials. To the best of Lessor's actual knowledge, Lessor is in material compliance with all environmental laws as the same are applicable to the Leased Premises, and is not subject to any environmental proceedings with respect to the Leased Premises, nor is there any environmental proceeding with respect to the Leased Premises to which any other person is subject. Lessor has not received any written notice of any violation, and to the actual knowledge of Lessor, no other person has received any written notice of any violation, that, as of the date hereof, remains uncured,

and no writs, injunctions, decrees, orders or judgments outstanding, no suits, claims, actions, proceedings or investigations have been instituted or filed, and none are pending or, to the knowledge of Lessor, threatened, under any environmental laws with respect to the ownership, use or occupation of the Leased Premises. As of the Effective Date, to the actual knowledge of Lessor: (a) no hazardous materials have ever been produced on the Leased Premises or disposed of thereon or therein, (b) no release has occurred on the Leased Premises, and (c) no hazardous materials have migrated to the Leased Premises. Lessor shall not violate, and shall indemnify Lessee for, from and against any violation (past, present or future) by Lessor, Lessor's Agents (hereinafter defined) or Lessor's predecessors-in-interest of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which was or is introduced, released, or brought onto the Leased Premises by Lessor, Lessor's Agents or Lessor's predecessors-in-interest and which was or is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations.

14. Indemnity.

14.1 Indemnity by Lessor. Lessor shall indemnify, defend, and hold Lessee and Lessee's shareholders, members, managers, officers, directors, lenders and affiliates (the "**Lessee Indemnified Parties**") harmless from and against all actions, claims, demands, expenses (including attorneys' fees and costs), and liabilities (collectively, "**Claims**"), to the extent arising directly or indirectly from negligence or willful misconduct of Lessor, its agents, employees, contractors or invitees, except to the extent that such Claims are caused by or result from the negligence or willful misconduct of Lessor or Lessor's affiliates.

14.2 Indemnity by Lessee. Lessee shall indemnify, defend and hold Lessor, and Lessor's shareholders, members, managers, officers, directors, lenders and affiliates (the "**Lessor Indemnified Parties**"), harmless from and against all Claims, to the extent arising directly or indirectly from the negligence or willful misconduct of Lessee, its agents, employees, contractors, or invitees, except to the extent that such Claims are caused by or result from the negligence or willful misconduct of Lessor or Lessor's affiliates.

14.3 Hazardous Materials.

(a) Lessor shall indemnify, defend and hold Lessee and any of the Lessee Indemnified Parties harmless from, for and against any and all Claims incurred by Lessee to the extent arising from access to the Property by Lessor and its invitees (other than Lessee and its invitees), including but not limited to, any environmental contamination or violation of any state or federal environmental law, rule or regulation (excluding any such matters arising from the gross negligence or willful misconduct of Lessee or any of the Lessee Indemnified Parties).

(b) Lessee shall indemnify, defend and hold Lessor and any of the Lessor Indemnified Parties harmless from, for and against any and all Claims incurred by Lessor to the extent arising from access to the Property by Lessee and its invitees (other than Lessor and its invitees), including but not limited to, any environmental contamination or violation of any state or federal environmental law, rule or regulation (excluding any such matters arising from the gross negligence or willful misconduct of Lessor or any of the Lessor Indemnified Parties).

14.4 Survival of Provision. The indemnity obligations of the Parties under this Section 14 shall survive the expiration or earlier termination of this Lease for a period of one (1) year, at which time they shall expire and be of no further force or effect.

15. Assignment; Right to Mortgage and Assign.

15.1 As used in this Lease, (a) the term “**Sublessee**” means any person that receives an interest from Lessee of less than all of the right, title or interest under this Lease and (b) the term “**Sublease**” means the grant or assignment of such rights from Lessee to a Sublessee. Lessee or a Sublessee may, upon notice to Lessor, but without Lessor’s consent, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Lease, the leasehold estate created by this Lease (the “**Leasehold Estate**”), any Sublease, and the Project (collectively, the “**Solar Assets**”) in connection with the financing of all or any portion of the Project, which security interests (including any deeds of trusts) in all or a part of the Solar Assets are collectively referred to in this Lease as “**Mortgages**” and the holders of the Mortgages, their designees and assigns, or any other finance party with a security interest in any portion of the Solar Assets, are each referred to in this Lease as a “**Mortgagee**.” With the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, Lessee and each Sublessee shall also have the right to sell, convey, lease, or assign its interest in this Lease or Sublease, as the case may be, or any portion thereof, and all or any portion of the Solar Assets on either an exclusive or non-exclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, subleases, co-leases, co-tenancy rights, licenses or similar rights, however denominated (collectively, “**Assignments**”); provided, however that Lessor’s consent shall not be required for Assignments to: (i) any affiliate (as defined below), (ii) an entity which purchases all or substantially all of the equity interests in Lessee or a Sublessee, as applicable, or (iii) a Financially Viable Entity (as defined below). For purposes hereof, “**affiliate**” means any entity which, directly or indirectly, controls Lessee or a Sublessee, as applicable; “**control**” (including, with its correlative meanings, “**controlled by**” and “**under common control with**”) means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise); and “**Financially Viable Entity**” means an entity (or its affiliate or sponsor, as applicable) possessing a financial profile which reasonably demonstrates the financial ability of such entity to assume and perform Lessee’s obligations under this Lease. Upon the effective date of any Assignment under which all of the interest of Lessee or any Sublessee (or the interest of their respective successors or assigns) in the Solar Assets is assigned, Lessee or Sublessee, as the case may be, shall be released from any liability under this Lease or Sublease, as applicable, accruing on or after the effective date of the Assignment, provided that the assignee assumes in writing the obligations of the assigning party. Notwithstanding the foregoing, in the event of any Assignment under which less than all of the interest of Lessee or any Sublessee (or the interest of their respective successors or assigns) in the Solar Assets is assigned, Lessee or Sublessee, as the case may be, shall not be relieved of its obligations under the Lease or Sublease, as applicable, and Lessee or Sublessee shall continue to be primarily liable to the same extent as though no Assignment has been made. Under no circumstances shall any Mortgagee or Sublessee have any greater rights of ownership or use of the Leasehold Estate than the rights granted to Lessee in this Lease. Any member of Lessee or a Sublessee shall have the right from time to time without Lessor’s consent to transfer any partnership, membership or other ownership interest in Lessee or a Sublessee to one or more persons or entities.

(a) Lessor agrees to cooperate with Lessee in connection with any financing arrangements undertaken by Lessee, whether secured by the Solar Assets or any portion thereof, or any tax equity financing, and hereby waives any lien, security interest, or claim of any nature that Lessor may have by statute, rule, regulation, common law, agreement or otherwise, in and to the Solar Assets and other property that is or may be from time to time hereafter located on the Leased Premises and to which Lessee at any time has granted or will grant a security interest to a Mortgagee (all such property and the records relating thereto shall be hereafter called the “**Collateral**”) to the lien of such Mortgagee. Lessor recognizes and acknowledges that any claims that Mortgagee has or may have against such Collateral by virtue of any lien or security interest are superior to any lien, security interest, or claim of any nature that

Lessor now has or may hereafter have to such Collateral by statute, rule, regulation, common law, agreement or otherwise. The waiver provided for herein shall be effective until the discharge of any claims thereto. The foregoing waiver of Lessor's lien rights shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of a Mortgagee. Lessor agrees to execute such documents as may be required by a Mortgagee to evidence the foregoing subordination.

(b) Lessor consents to a Mortgagee's security interest in the Collateral and waives all claims and demands of every kind against the Collateral, such waiver to continue so long as any sum remains owing to the Mortgagee.

15.2 Lessor may not assign this Lease without Lessee's prior written consent, which shall not be unreasonably withheld; provided, that any such assignee assumes all of Lessor's obligations under this Lease. Lessor may mortgage its fee interest, *provided however*, that prior to executing any mortgage, Lessor shall deliver to Lessee a Subordination and Non-Disturbance Agreement from each party that holds or will hold a lien on any portion of the real property, or has or will have other rights, that might interfere with Lessee's rights under this Lease. All subordination and non-disturbance agreements obtained by Lessor hereunder shall be in a form and substance reasonably acceptable to Lessee or any finance party of Lessee, and shall be in a form that may be recorded following its execution. Such agreement at a minimum shall (i) subordinate the lien to Lessee's interest under this Lease, (ii) agree not to disturb Lessee's possession or rights under this Lease so long as Lessee is not in default under this Lease, and (iii) provide notice to Lessee and any finance party of Lessee of defaults under the lien documents.

16. Default; Remedies. In the event of any alleged default or failure to perform any obligation under this Lease ("**Default**"), the non-defaulting Party shall give written notice thereof to the alleged defaulting Party and any Mortgagee that has, in writing to the noticing Party, requested Default notice copies, which notice shall include the acts required to cure the same with reasonable specificity. The Party given notice of failure to make any monetary payment when due shall have a period of ten (10) days after such notice is given within which to make the payment and cure such default. In the event of any other failure, the defaulting Party shall have a period of thirty (30) days within which to cure such default, which period shall be extended to the extent reasonably necessary to complete such cure so long as the cure was commenced within thirty (30) days after such notice is given and thereafter prosecuted with due diligence. Delinquent payments shall bear interest from their respective due dates until paid at the rate of [six percent (6%) per annum]. Any prohibited conduct under this Lease may be enjoined and this Lease shall be specifically enforceable. Subject to the other terms and conditions of this Lease, each Party shall the right to terminate this Lease for any breach of this Lease by the other Party that is not cured as set forth herein. Furthermore, in the event of a default by Lessee, Lessor shall have the right, in lieu of any other remedies available at law or in equity, to retain the Rent payments previously paid by Lessee as Lessor's damages therefor; provided, that, the foregoing shall not apply to any defaults arising under the indemnity provisions set forth in this Agreement, in which case the non-defaulting Party shall have all rights and remedies available at law or in equity.

17. Termination by Lessee. At any time during the Term, including as it may be extended, Lessee may terminate this Lease and Lessee's obligations thereunder by delivering to Lessor written notice of termination effective on a date provided in the notice by which date Lessee shall pay any due and unpaid Rent for the Lease Year during which termination occurs, and Lessee shall not be entitled to any refund of Rent paid for that Lease Year. Upon termination pursuant to this Section 17, Lessee shall perform its obligations under Section 18 herein, but shall have no further liability to Lessor (except such obligations which, by the provisions herein, expressly survive the termination of this Lease).

18. Surrender and Restoration.

18.1 Surrender. Upon any termination, surrender, or expiration of this Lease, Lessee shall remove all of Lessee's Improvements and shall peaceably deliver up to Lessor possession of the Leased Premises or any part thereof, and other rights granted by this Lease, and shall execute, at Lessor's request, any and all documents needed to record or evidence such termination with the appropriate governmental agency.

18.2 Restoration. Within six (6) months after any termination, surrender, or expiration of this Lease, Lessee at its sole cost and expense, shall decommission the Solar Energy Facilities, which shall include the removal of all above-grade facilities to not less than three (3) feet below grade or as otherwise required by any governmental authority with jurisdiction. Lessee shall restore the surface of the Leased Premises to the condition similar to that as it existed at the inception of this Lease and shall repair any damage to the Leased Premises as a result of any removal of Lessee's Improvements under this Section 18.2 ("**Restoration**"). Lessee may leave all roads and grading in their condition existing at the time this Lease terminates.

19. Condemnation.

19.1 Complete Taking. If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of the Leased Premises, or the Improvements thereon, for any public use or otherwise, then the interests and obligations of Lessee under this Lease in or affecting the Leased Premises shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of the Leased Premises or the Project thereon, (ii) the date that Lessee determines it is no longer able or permitted to operate the Project on the Leased Premises in a commercially viable manner, or (iii) the date of the condemnation judgment. Lessee shall continue to pay all amounts payable hereunder to Lessor until the earlier of such dates, at which time this Lease shall terminate and Lessor and Lessee shall be relieved of any and all further obligations and conditions to each other under this Lease.

19.2 Partial Taking. If, at any time during the Term, any authority having the power of eminent domain shall condemn any portion, less than substantially all, of the Solar Assets, then the interest and obligations of Lessee under this Lease as to those Improvements or the Leased Premises so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of the Solar Assets, (ii) the date that Lessee determines it is no longer able or permitted to operate portion of the Project so taken on the Leased Premises, in a commercially viable manner, or (iii) the date of the condemnation judgment, and, unless this Lease is terminated as herein provided, this Lease shall continue in full force and effect as to the remainder of the Solar Assets and the Rent shall be adjusted to account for any reduction in the Leased Premises; provided, however, that if Lessee, in its sole discretion, determines that such partial taking would cause the continued operation of the entire Project not to be commercially viable, Lessee shall have the right to terminate this Lease.

19.3 Condemnation Award. Subject to Section 22.3, in the event of a complete or partial taking of the Solar Assets, Lessee shall be entitled to receive all compensation and damages paid by the condemning authority arising from such taking and payable on account of Lessee's Improvements, loss of this Lease, loss of revenue, relocation costs, inability to relocate and any other property of Lessee, and Lessor shall be entitled to all compensation and damages paid by the condemning authority for any portion of the real property containing the Leased Premises that is taken and all other amounts of the award not paid to Lessee.

20. Certain Protective Covenants.

20.1 Noninterference. During the term of this Lease, Lessor covenants and agrees that it will not (i) materially interfere with or prohibit the free and complete use and enjoyment by Lessee of its rights granted by this Lease; (ii) take any action or permit any condition to exist on the Leased Premises which will materially interfere with the availability or accessibility of the solar resource on or to the Leased Premises; (iii) take any action which will in any way materially interfere with the transmission of electric, electromagnetic or other forms of energy to or from the Leased Premises; or (iv) take any action which will materially impair Lessee's access to the Leased Premises for the purposes specified in this Lease, materially obstruct access to the solar resource on, over or across the Leased Premises or materially impair Lessee's access to any or all of the Improvements. Notwithstanding the foregoing, Lessor shall have no obligation under this Lease to provide, obtain or maintain any easement for the solar resource on, over or above any real property not owned or controlled by Lessor.

20.2 Quiet Enjoyment. Provided Lessee observes the terms and conditions of this Lease, Lessor warrants that Lessee shall peaceably hold and enjoy the Leased Premises, and any and all other rights granted by this Lease for its entire term without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor except as expressly provided in this Lease.

20.3 Observance of Laws and Covenants; Safety. Lessee shall use the Leased Premises granted by this Lease only for the purposes stated herein and shall conduct all of its operations on the Leased Premises in a lawful manner after obtaining all necessary permits and government approvals.

21. Consequential Damages Waiver. Except as provided in Section 14, the Parties shall have no liability for consequential damages arising from a breach of this Lease.

22. Mortgagee Protection. Any Mortgagee, upon delivery to Lessor of notice of its name and address, for so long as its Mortgage is in existence shall be entitled to the following protections which shall be in addition to those granted elsewhere in this Lease or a Sublease as the case may be:

(a) Right to Cure Defaults/Notice of Defaults. To prevent termination of this Lease or any partial interest in this Lease, each Mortgagee shall have the right, but not the obligation, at any time prior to termination of this Lease, to perform any act necessary to cure any Default by Lessee and to prevent the termination of this Lease or any partial interest in this Lease. As a precondition to exercising any rights or remedies as a result of any alleged Default by Lessee, Lessor shall give written notice of such Default to each Mortgagee that has delivered to Lessor notice of its name and address concurrently with delivery of such notice to Lessee, specifying in detail the alleged Default and the required remedy. Each such Mortgagee shall have the same amount of time to cure the Default as is given to Lessee. The cure period for each Mortgagee shall begin to run at the end of the cure period given to Lessee in this Lease.

(b) Extended Cure Period. If any Default by Lessee under this Lease cannot be cured without the Mortgagee obtaining possession of all or part of the Leased Premises and/or all or part of the Improvements and/or all or part of Lessee's interest in this Lease, then any such Default shall be deemed remedied if: (i) Mortgagee or its assignee cures any outstanding monetary Default within the cure periods provided in Section 16; (ii) within the cure period granted to Mortgagee in Section 16 above, either Mortgagee or its assignee shall have acquired possession of all or part of the Leased Premises and/or all or part of the Improvements and/or all or part of such interest in this Lease, or shall have commenced appropriate judicial or non-judicial proceedings to obtain the same; (iii) the Mortgagee or its

assignee, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion; and (iv) after gaining possession of all or part of the Leased Premises and/or all or part of the Improvements and/or all or part of such interest in this Lease, the Mortgagee or its assignee cures all Defaults under the Lease to the extent required in Section 16, and performs all other obligations as and when the same are due in accordance with the terms of this Lease. If a Mortgagee or its assignee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Lessee or any defaulting assignee, as the case may be, from commencing or prosecuting the proceedings described above, the period specified above for commencing such proceeding shall be extended for the period of such prohibition.

(c) Acquisition of Title. Following acquisition of all or a portion of the Solar Assets by the Mortgagee, its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Lease or a Sublease, as the case may be, shall continue in full force and effect, and the party acquiring title to the Solar Assets shall (a) continue to timely pay any rent then due and payable; and (b) as promptly as reasonably possible, commence the cure of all other Defaults under this Lease or a Sublease, as the case may be, and thereafter diligently process such cure to completion, whereupon Lessor's right to terminate this Lease based upon such Defaults shall be deemed waived; *provided, however*, that the Mortgagee or such party acquiring title to the Solar Assets shall not be required to cure those Defaults which are not reasonably susceptible of being cured or performed by such party ("**Non-Curable Defaults**"). Non-Curable Defaults shall be deemed waived by Lessor upon completion of foreclosure proceedings or acquisition of Lessee's interest in this Lease or a Sublessee's interest in the Solar Assets by the Mortgagee or party acquiring title; *provided, however*, in the event any Default shall be continuing following completion of foreclosure proceedings or acquisition of Lessee's interest in this Lease or a Sublessee's interest in the Solar Assets, the acquiring party shall be obligated to then cure any such Default. Any Mortgagee or other party who acquires Lessee's leasehold interest, pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee by this Lease incurred or accruing after such party no longer has ownership of the Lease and possession of the Leased Premises.

(d) Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right (i) to assign its Mortgage; (ii) to enforce its lien and acquire title to all or any portion of the Solar Assets by any lawful means; (iii) to take possession of and operate all or any portion of the Solar Assets and to perform all obligations to be performed by Lessee or a Sublessee under this Lease or a Sublease as the case may be, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of the Solar Assets by foreclosure or by an assignment in lieu of foreclosure and thereafter without Lessor's consent to assign or transfer all or any portion of the Solar Assets to a third-party so long as such assignee or transferee is a Financially Viable Entity, and Lessor's consent, which shall not be unreasonably withheld, conditioned or delayed, shall be required for any other assignment or transfer. Upon acquisition of the interests of all or any portion of the Solar Assets by a Mortgagee or any other third-party which acquires the interests, from or on behalf of the Mortgagee, in accordance with the terms of this Lease, Lessor shall recognize the Mortgagee or such other party (as the case may be) as Lessee's or a Sublessee's proper successor, and this Lease and any such Sublease shall remain in full force and effect.

(e) Liability. Any Mortgagee that does not directly hold an interest in the Solar Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Lease or a Sublease as the case may be prior to the time the Mortgagee directly holds an interest in the Solar Assets, or succeeds to absolute title to Lessee's or a Sublessee's interest therein. A Mortgagee shall be liable to perform Lessee's or a Sublessee's obligations under this Lease or a Sublease as the case may be only for and during the period it directly holds such interest or title. Furthermore, if

Mortgagee elects to (i) perform Lessee's or a Sublessee's obligations under this Lease or the Sublease as the case may be, (ii) continue Operations on the Leased Premises, (iii) acquire any portion of Lessee's or a Sublessee's right, title or interest in all or any of the Solar Assets or (iv) enter into a new Lease or a Sublease as the case may be as provided in Section 22(g), then the Mortgagee shall not have any personal liability to Lessor, and Lessor's sole recourse against Mortgagee shall be to execute against the Mortgagee's interest in the Solar Assets. Moreover, any Mortgagee or other party which acquires the Solar Assets by foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations under this Lease or a Sublease, as the case may be, to the extent the obligations are incurred or accrue after that Mortgagee or other party no longer has ownership of the Solar Assets and possession of the Leased Premises.

(f) Termination. Neither the bankruptcy nor the insolvency of Lessee or a Sublessee shall be grounds for terminating this Lease or a Sublease so long as all payments and all other monetary charges payable by Lessee or Sublessee under this Lease or a Sublease, as the case may be, are paid by the Mortgagee in accordance with the terms of this Lease or a Sublease, as the case may be.

(g) New Lease. If this Lease or a Sublease, as the case may be, terminates for any reason, including, without limitation, because of Lessee's or a Sublessee's uncured Default or because it is rejected or disaffirmed under bankruptcy law or any other law affecting creditors' rights, then, so long as a Mortgagee has cured any monetary and/or insurance Default prior to expiration of the Mortgagee cure period identified in Section 16 and is making commercially reasonable efforts to cure any non-monetary Default, Lessor will, immediately upon written request from the Mortgagee received within ninety (90) days after the termination, rejection, or disaffirmance, without demanding additional consideration therefor, enter into a new Lease or a new Sublease as the case may be in favor of the Mortgagee, which new Lease or new Sublease shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Lease or the Sublease, as the case may be (except for any requirements that have been fulfilled by Lessee or a Sublessee prior to the termination, rejection, or disaffirmance), (ii) be for a term commencing on the date of the termination, rejection, or disaffirmance and continuing for the remaining Term or the term of the Sublease, as the case may be, before giving effect to the termination, rejection, or disaffirmance, (iii) contain a lease or sublease as the case may be on, over, under, upon along and across the Leased Premises or such portion thereof as to which the Mortgagee held a lien on the date of the termination, rejection, or disaffirmance, (iv) contain a grant to the Mortgagee of access, transmission, communications, utility, and other easements covering such portion or portions of the Leased Premises as Lessee held under this Lease prior to its termination and (v) enjoy the same priority as this Lease or a replaced Sublease, as the case may be, has over any lien, encumbrance or other interest created by Lessor, and, until such time as the new Lease or Sublease as the case may be is executed and delivered, the Mortgagee may enter, use and enjoy the Leased Premises and conduct Operations on the Leased Premises as if this Lease or the Sublease, as the case may be, were still in effect at the option of the Mortgagee, the new Lease or Sublease, as the case may be, may be executed by a designee of the Mortgagee, with the Mortgagee assuming the burdens and obligations of Lessee or a Sublessee thereunder. If more than one Mortgagee makes a written request for a new Lease or Sublease, as the case may be, under this Section 22(g), then the new Lease or Sublease shall be delivered to the Mortgagee whose lien is senior in priority.

(h) Mortgagee Consent. Lessor shall not agree to any material amendment, mutual termination or modification or accept any surrender of this Lease, nor shall any such amendment, termination, modification or surrender be effective, without the written consent of the Mortgagee.

(i) Amendments. Lessor and Lessee shall cooperate in amending this Lease from time to time to include any provision that may reasonably be requested by any Mortgagee for the

purpose of preserving the Mortgagee's interest in the Leased Premises, provided that neither Lessor's rights nor Lessee's obligations under this Lease are diminished thereby.

22.1 Estoppel Certificates and Cooperation. Lessor will, within ten (10) business days following receipt of written request, execute estoppel certificates (certifying as to truthful matters, including that no default then exists under this Lease or a Sublease, if such be the case), consents to assignment, and non-disturbance agreements provided for in this Lease as Lessee, a Sublessee or any Mortgagee may reasonably request at any time and from time to time. Lessor, Lessee and Sublessee (if applicable) will cooperate in (a) amending this Lease or a Sublease, as the case may be, from time to time to include any provision that may be reasonably requested by Lessee or a Sublessee or any Mortgagee to implement the provisions contained in this Lease or a Sublease as the case may be, or to preserve a Mortgagee's security interest, and does not materially prejudice Lessor's rights under, or interest in, this Lease, and (b) execute any documents that may reasonably be required by Lessee, a Sublessee, or a Mortgagee to implement the provisions of this Section 22.1. Lessor will request any of Lessor's lenders to execute an agreement of non-disturbance furnished by any Mortgagee with respect to Lessee's or a Sublessee's interest in the Lease.

22.2 No Merger. There shall be no merger of this Lease with the fee estate in the Leased Premises by reason of the fact that this Lease or any interest in the may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Leased Premises, and all persons (including each Mortgagee) having an interest in this Lease or in the estate of Lessor and Lessee, shall join in a written instrument effecting such merger and shall duly record the same.

22.3 Damage/Condemnation. The disposition of Lessee's interest in any condemnation award and/or casualty insurance proceeds shall be governed by the terms of any first priority Mortgage encumbering Lessee's interest in the Solar Assets.

23. Right of First Offer and Refusal.

23.1 Right of First Offer. Commencing on the Effective Date of this Lease and continuing throughout the Term ("**ROFO Period**"), Lessor hereby grants Lessee the right of first offer to purchase the Leased Premises in accordance herewith ("**ROFO**"). If, during the ROFO Period, Lessor elects to sell the Leased Premises, or any portion hereof ("**Property**"), Lessor will not list the Property with a broker or otherwise market the Premises for sale without first making an offer to Lessee for a price and on terms and conditions acceptable to Lessor ("**Lessor's Offer**"). Lessor shall allow Lessee thirty (30) days from the date Lessee receives the offer ("**ROFO Acceptance Period**") within which to notify Lessor of its election to purchase the Property under the same terms and conditions specified in Lessor's Offer, by giving written notice to Lessor of such election ("**ROFO Acceptance Notice**"). In the event that Lessee delivers a ROFO Acceptance Notice, Lessee and Lessor shall forthwith proceed to consummate the sale and purchase of the Property on the terms and conditions set forth in Lessor's Offer and the Parties shall be bound by the contract formed by such offer and acceptance. If the ROFO Acceptance Notice is not given in a timely manner, or Lessee fails to provide such notice, then Lessee shall be deemed to have rejected Lessor's Offer and Lessor may thereafter proceed to sell the Property at any time immediately upon expiration of the ROFO Acceptance Period on the terms and conditions set forth in Lessor's Offer, free and clear of any rights of Lessee under this ROFO with respect to that sale only. If Lessee makes a counteroffer within the thirty (30) day period, Lessor will have the option of accepting the counteroffer at any time during the one hundred eighty (180) day period after the counteroffer is delivered to Lessor. Lessee may not withdraw any counteroffer until one hundred eighty (180) days after it is given. During that time, Lessor may market and sell the Premises to a third party, as

long as the sale is for a price that is at least five percent (5%) higher than the price contained in Lessee's counteroffer.

23.2 Right of First Refusal. Commencing on the Effective Date of this Lease and continuing throughout the Term ("**ROFR Period**"), Lessor hereby grants to Lessee a right of first refusal to purchase the Leased Premises in accordance herewith ("**ROFR**"). If, during the ROFR Period, Lessor receives an offer on the Property, from a third party purchaser, and Lessor is willing to accept such offer ("**Offer**"), then Lessor shall give Lessee a copy of the Offer and certify to Lessee that Lessor is prepared to move forward on such Offer ("**Offer Notice**"). Lessee shall have ten (10) business days from receipt of the Offer Notice ("**ROFR Acceptance Period**") within which to notify Lessor of its election to purchase the Property under the same terms and conditions specified in the Offer, by giving written notice to Lessor of such election ("**ROFR Acceptance Notice**"). In the event that Lessee delivers a ROFR Acceptance Notice, Lessee and Lessor shall forthwith proceed to consummate the sale and purchase of the Property on the terms and conditions set forth in the Offer, except that Lessee shall have no less than twenty (20) days from the ROFR Acceptance Notice to complete such closing even if the terms in the Offer provide for a shorter closing period. If the ROFR Acceptance Notice is not given in a timely manner, or Lessee fails to provide such notice, then Lessee shall be deemed to have rejected the Offer and Lessor may thereafter proceed to sell the Property at any time immediately upon expiration of the ROFR Acceptance Period on the terms and conditions set forth in the Offer, free and clear of any rights of Lessee under this ROFR with respect to that sale only. Lessor may make changes in the terms and conditions of the Offer as long as such changes are not materially more favorable to the third party purchaser. Any sale or proposed sale on any other material terms and conditions, or with respect to a different portion of the Property, shall be a new sale subject to all of the terms of this ROFR as set forth herein.

24. Notice.

24.1 Writing. All notices given or permitted to be given hereunder shall be in writing; provided, however, that no writing other than the check or other instrument representing the Rent payment itself need accompany the payment of Rent.

24.2 Delivery. Notice is considered given either (a) when delivered in person to the recipient named below, or (b) when delivered by courier service which certifies in writing the date of delivery, or three (3) business days after deposit in the United States mail, in a sealed envelope or container, postage and postal charges prepaid, addressed by name and addressed to the Party or person intended as follows:

If to Lessor:

[_____
[_____
[_____
Attention:[_____
Email:[_____
Telephone:[_____]

If to Lessee:

Harvest Power Solutions LLC
[_____
[_____
Attention: [_____
Email:[_____
Telephone:[_____]

24.3 Change of Recipient or Address. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

25. Governing Law; Attorney's Fees. This Lease and any disputes arising out of this Lease shall be governed by and construed under the laws of the State of New York, without regard to principles of conflicts of law. Venue for any action to enforce or interpret this Agreement shall be Sacramento County, New York. In the event of any action or proceeding to enforce a term or condition of this Lease, any alleged disputes, breaches, defaults, or misrepresentations in connection with any provision of this Lease or any action or proceeding in any way arising from this Agreement, the prevailing party in such action, or the nondismissing party when the dismissal occurs other than by a settlement, shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees and costs of defense paid or incurred in good faith. The "prevailing party," for purposes of this Lease, shall be deemed to be the party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

26. Further Assurances. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Lease and to give full force and effect to each and all of the provisions thereof.

27. Amendments. This Lease shall not be amended or modified in any way except by an instrument signed by Lessor and Lessee.

28. Severability. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby.

29. Headings. The Section headings are inserted only for convenience of reference and shall in no way define, limit or describe the scope or intent of a provision of this Lease.

30. Entire Agreement. This Lease shall constitute the entire agreement between the Parties with respect to the subject matter of this Lease and supersedes all other prior writings, negotiations and understandings.

31. Effect of Termination. Any termination of this Lease pursuant to the terms hereof shall not relieve either Party from any liabilities, obligations or indemnities arising prior to the effective date of such termination.

32. No Waiver. No waiver by either Party of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the other Party.

33. Counterparts. This Lease may be executed in counterparts.

34. Ownership of Improvements. The Improvements shall not be deemed to be permanent fixtures (even if permanently affixed to the Leased Premises) and shall be and remain the sole property of Lessee. Within the ninety (90) day period after receipt by Mortgagee of a notice that the Lease has

been terminated prior to the expiration date (or such longer time as may be reasonably necessary to remove the Improvements from the Leased Premises), Mortgagee, may remove the Improvements from the Leased Premises.

35. Recording of Memorandum. Concurrent with the execution of this Lease, the Parties shall execute, acknowledge and record in the Official Records a memorandum of this Lease in the form attached as Exhibit 2, hereto.

36. No Partnership. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, or any other association between Lessor and Lessee, other than the relationship of lessor and lessee.

37. Brokerage Commissions. Lessor and Lessee each represent that such Party has not incurred, directly or indirectly, any liability on behalf of the other Party for the payment by the other Party of any real estate brokerage commission or finder's fee in connection with this Lease. Lessor and Lessee shall indemnify, defend and hold the other Party harmless from and against any claim for any brokerage commissions or finder's fees claimed to be due and owing by reason of the indemnifying Party's activities.

38. Transfer Taxes on Lease. If any governmental authority levies, assesses, and/or imposes a transfer tax as a result of this Lease, Lessee shall timely pay such tax.

39. Forfeiture of Leased Premises. If at any time the Leased Premises or any part thereof shall then be subject to forfeiture, or if Lessor shall be subject to any liability arising out of the nonpayment of real property or personal property taxes that are the responsibility of Lessor hereunder, Lessee may, in its sole and absolute discretion, following the expiration of ten (10) business days' advance notice to Lessor and Lessor's failure to remedy the outstanding tax liability within such ten (10) business day period, notwithstanding any pending contest or review, elect to either pay such taxes or post such bonds as the taxing authority may require to prevent such forfeiture or liability and may offset the amount of such payments from amounts due Lessor under this Lease. Notwithstanding the foregoing, in the event Lessee pays such taxes or posts such bonds during a pending contest or review and Lessor subsequently prevails over the taxing authority, Lessee shall pay Lessor any amounts previously offset under the foregoing sentence if such amounts have been reimbursed to Lessee by the taxing authority.

40. Force Majeure. A Party will not be considered to be in breach or default of its obligations (other than payment) under this Agreement to the extent that performance of such obligations or its efforts to cure are delayed or prevented due to a Force Majeure Event. For purposes of this lease, "**Force Majeure Event**" means: fire, earthquake, flood, tornado or other acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party.

41. Confidentiality. Lessor will maintain in confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's methods of measurement of solar conversion potential, methods of operation, methods of construction, methods of power production, whether disclosed by Lessee or discovered by Lessor, as applicable, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Lessor, or (b) was already known to Lessor at the time of disclosure. Lessor will not publish or otherwise disclose such information to others, or permit its use by others for their benefit or to the detriment of Lessee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Lease to be effective as of the Effective Date.

LESSEE

HARVEST POWER SOLUTIONS LLC,
a New York limited liability company

By: _____

Name: _____

Title: _____

LESSOR

By: _____

Name: _____

Title: _____

EXHIBIT 1
TO
GROUND LEASE

DESCRIPTION OF THE LEASED PREMISES

The land referred to herein below is situated in the County of [____], State of [____], and is described as follows:

APN: [____]
(__ acres)

EXHIBIT 2
TO
GROUND LEASE

FORM OF MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Harvest Power Solutions LLC

[_____]

[_____]

Attention: [_____]

APN: [_____]

Space above line for Recorder's use only

This Memorandum of Ground Lease for Solar Energy System ("**Memorandum**") is made and dated as of _____, 201_ ("**Effective Date**") by and among [_____], a [_____] ("**Lessor**"), and Harvest Power Solutions LLC, a New York limited liability company ("**Lessee**"), in light of the following facts and circumstances:

Lessor and Lessee entered in that certain Ground Lease for Solar Energy System, of even date herewith (the "**Lease**"), pursuant to which Lessor has leased to Lessee certain real property of Lessor ("**Leased Premises**") located in [_____] County, _____, as more particularly described on the attached Exhibit A and which the Lease and said Exhibit A are hereby incorporated herein as if fully set forth in this Memorandum. Lessor and Lessee have executed and acknowledged this Memorandum for the purpose of providing constructive notice of the Lease. Capitalized terms not otherwise defined in this Memorandum shall have the meanings provided in the Lease.

NOW THEREFORE, Lessor and Lessee hereby agree as follows:

1. Lease of Leased Premises; Easements. Lessor has granted and leased the Leased Premises to Lessee on the terms, covenants and conditions stated in the Lease. The Lease is solely and exclusively for the development and operation of a solar energy project, and Lessee shall have the exclusive right to use the Leased Premises for such purposes, together with certain related access and transmission rights, as more fully granted and described in the Lease and in Exhibit A hereto. Reference is hereby made to the Lease for a complete description of the respective rights and obligations of the parties regarding the Leased Premises and the covenants, conditions, restrictions and easements affecting the Leased Premises pursuant to the Lease.

2. Term. The Lease has a Term twenty (20) years, commencing on the Effective Date, unless earlier terminated under its terms. If Lessee exercises options to extend the Term contained in the Lease, the leasehold interest could extend for up to thirty-five (35) years.

3. Ownership. Lessor shall have no ownership or other interest in any Improvements (as defined in the Lease) installed on the Leased Premises.

4. Assignment. The Lease provides, among other things, that Lessee and any Assignee shall have the right, subject to certain conditions set forth in the Lease, to sell, convey, lease, assign, mortgage, encumber or transfer to one or more assignees or mortgagees the Lease, or any right or interest in the Lease, or any or all right or interest of Lessee in the Leased Premises, or any portion thereof, or in any or all of the Improvements that Lessee or any other party may now or hereafter install on the Leased Premises.

5. Successors and Assigns. This Memorandum and the Lease shall burden the Leased Premises and shall run with the land. The Lease and this Memorandum shall inure to the benefit of and be binding upon Lessor and Lessee and, to the extent provided in any assignment or other transfer under the Lease, any assignee or Mortgagee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

6. No Conflict. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. Nothing in this Memorandum shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Lease or otherwise limit or expand the rights and obligations of the parties under the Lease and the Lease shall control over this Memorandum in all events.

7. Multiple Counterparts. This Memorandum may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

[SIGNATURES PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

LESSEE

HARVEST POWER SOLUTIONS LLC,
a New York limited liability company

By: _____

Name: _____

Title: _____

LESSOR

[INSERT NAME]

By: _____

Name: _____

Title: _____

[Attach Notary Acknowledgements]

EXHIBIT A
TO
MEMORANDUM OF LEASE

DESCRIPTION OF LEASED PREMISES

The land referred to herein below is situated in the County of [____], State of [____],
and is described as follows:

APN: [____]
(__ acres)

EXHIBIT C

FORM OF NOTICE OF EXERCISE

(On The Letterhead Of Grantee)

VIA CERTIFIED MAIL\RETURN RECEIPT REQUESTED

To Owner:

Re: Option and Ground Lease Agreement (Parcel/Project ID) Dated _____, 2018, By And Among [_____] , a [_____] (“Owner” or “Lessor”), and Harvest Power Solutions LLC, a New York limited liability company (“Grantee” or “Lessee”) (“Option Agreement”)

Notice of Exercise of Option (“Notice of Exercise”)

To Whom it May Concern:

Please take notice that pursuant to the terms of the above described Option Agreement, Lessee hereby exercises the Option to make effective the Ground Lease for Solar Energy System contained in the Option Agreement (“Lease”) and thereby lease all of the real property described by the legal description attached hereto, marked Exhibit 1 (the “Leased Premises”). Please note that the description of the Leased Premises [is the same as/varies from] the description of the Property as set forth in Exhibit A to the Option Agreement. The commencement date of the Lease, which shall be the Commencement Date as described in the Option Agreement, shall be _____, 20____ [*a date not less than sixty (60) days after the date of this Notice of Exercise*]. Capitalized terms used herein shall have the meaning given them in the Option Agreement unless otherwise defined herein.

Thank you in advance for your anticipated cooperation in this matter.

Very truly yours,

HARVEST POWER SOLUTIONS LLC,
a New York limited liability company

By: _____

EXHIBIT 1
TO
NOTICE OF EXERCISE

DESCRIPTION OF THE LEASED PREMISES

The land referred to herein below is situated in the County of _____, State of _____, and is described as:

APN: _____
(____ acres)

EXHIBIT D

MEMORANDUM OF OPTION AGREEMENT

REQUESTED BY AND
WHEN RECORDED RETURN TO:

Harvest Power Solutions LLC

[_____]

[_____]

Attention: [_____]

APN: [_____]

(Space above this line for Recorder's use only)

MEMORANDUM OF OPTION AGREEMENT FOR
GROUND LEASE FOR SOLAR ENERGY SYSTEM

THIS MEMORANDUM OF OPTION AGREEMENT FOR GROUND LEASE FOR SOLAR ENERGY SYSTEM (this "**Memorandum**") is dated as of _____, 2018 (the "Effective Date"), by and among [_____] a [_____] ("**Owner**"), and Harvest Power Solutions LLC, a New York limited liability company ("**Grantee**").

A. Grantee and Owner entered into that certain Option Agreement For Ground Lease For Solar Energy System dated of even date herewith (the "Agreement"), which by its terms grants to Grantee an option to lease that certain land which is more particularly described in Exhibit 1 attached hereto and incorporated by this reference (the "Property").

B. Owner and Grantee have executed and acknowledged this Memorandum for the purpose of providing constructive notice of the Agreement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Grantee provide record notice of the following:

1. Term. For an Option Term of [five (5) years] from the Effective Date, Grantee shall have the exclusive right to execute with Owner a lease agreement on the terms set forth in the form of that Ground Lease For Solar Energy System attached to the Agreement as Exhibit B ("**Ground Lease**").

2. Notice of Exercise; Term of Ground Lease. If Owner and Grantee execute the Ground Lease For Solar Energy System, Grantee will have for a term, including all renewal terms, of thirty-five (35) years a leasehold interest in and certain rights and servitudes on, over, and across the Property. If

Owner and Grantee execute the Easement(s) Grantee will have for an equal term certain rights and servitudes on, over, and across the Property.

3. No Conflict. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. Nothing in this Memorandum shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Agreement or otherwise limit or expand the rights and obligations of the parties under the Agreement.

4. Counterparts. This Memorandum may be executed in counterparts, which together shall constitute a single instrument.

IN WITNESS WHEREOF, Owner and Grantee have caused this Memorandum to be executed and delivered by their duly authorized representatives as of the Effective Date.

GRANTEE

HARVEST POWER SOLUTIONS LLC,
a New York limited liability company

By: _____

Name: _____

Title: _____

OWNER

[INSERT NAME]

By: _____

Name: _____

Title: _____

[Attach Notary Acknowledgements]

EXHIBIT 1
TO
MEMORANDUM OF OPTION AGREEMENT

DESCRIPTION OF THE PROPERTY

The land referred to herein below is situated in the County of [____], State of [____], and is described as follows:

APN: [_____]

EXHIBIT E

PERMITTED EXCEPTIONS