

## EXHIBIT G

### MODEL SOLAR ENERGY GROUND LEASE

This SOLAR ENERGY GROUND LEASE (“Agreement”) is made, dated and effective as of the Effective Date (defined below), by and between Landowner (defined below) and \_\_\_\_\_, LLC a \_\_\_\_\_ limited liability company (“Lessee”).

1. Basic Provisions. The following terms used in this Agreement have the meanings set forth below:

1.1	“Landowner”	
1.2	“Property”	The real property consisting of approximately _____ acres located at _____, East Hampton, CT 06424, and that is more particularly described in <u>Exhibit A</u> attached hereto and incorporated herein by this reference.
1.3	“Effective Date”	May _____, 2019
1.4	“Development Period”	The period commencing on the Effective Date and expiring 180 days after the commencement of the Effective Date, subject to any extensions as described in <u>Section 5.2</u> of this Agreement.
1.5	“Development Period Payments”	A payment equal to _____ dollars (\$ _____) for the initial _____ days, _____ dollars (\$ _____) for the First Extension and _____ dollars (\$ _____) for the Second Extension, and other considerations, subject to payments for any extensions as described in <u>Sections 5.1</u> and <u>5.2</u> of this Agreement.
1.6	“Operating Fees”	Lessee shall pay to Landowner, on an annual basis beginning in Year 1 of the Extended Term, Operating Fees in the amount of \$ _____ per acre with an _____ escalator of _____ percent (____%) for the Property leased under this Agreement. The terms of the Operating Fees are described in more detail in <u>Section 5.2</u> of this Agreement.
1.7	“Extended Term”	A twenty (20) year period commencing upon the date described in <u>Section 4</u> of this Agreement. The Extended Term is also subject to two Renewal Terms as defined in <u>Section 4</u> of this Agreement.

2. Lease and Confirmation. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Landowner, Landowner hereby leases the Property to Lessee.

3. Purpose of Lease; Permitted Uses.

1.1 Purpose of Lease. The lease created by this Agreement is solely and exclusively for solar energy purposes, and throughout the term of this Agreement, Lessee shall

have the sole and exclusive rights to use the Property only where the solar array is identified in Exhibit A for solar energy purposes. Landowner shall have the right to use the rest of Property for agricultural, conservation or recreational purposes. For purposes of this Agreement, “solar energy purposes” means solar resource evaluation; solar energy development; converting solar energy into electrical energy; collecting and transmitting the electrical energy converted from solar energy; and any and all other ancillary activities related to the foregoing.

1.2 Permitted Uses of Property by Lessee. The rights granted to Lessee in this Agreement permit Lessee, without limitation, to do the following:

1.2.1 Extract soil samples, perform geotechnical tests, and conduct other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate.

1.2.2 Construct, erect, install, reinstall, replace, relocate and remove from time to time, the following “Solarpower Facilities” on the Property, on adjacent property or elsewhere:

(a) meteorological and solar irradiation measuring equipment, including but not limited to all necessary and proper appliances and fixtures for use in connection with said equipment, to determine the feasibility of solar energy conversion on the Property, on adjacent property or elsewhere;

(b) solar panels or modules, steel towers, foundations and concrete pads, support structure, footings, anchors, fences, inverters, pad mounted transformers and other fixtures and facilities, maintenance, security, office and/or guest facilities, staging areas for the assembly of equipment, power generation facilities to be operated in conjunction with large solar panel or module installations, control buildings, laydown areas, and related facilities and equipment. Lessee agrees that any concrete poured on the site shall only be done so for the support of the inverters, transformers and switchgear, ballast footings (above ground racking supports) and only for other ancillary equipment that cannot otherwise be installed on the site without concrete support. Lessee shall only be permitted to use concrete footings below ground on the racking posts when soils are not suitable to drive the posts into the ground without concrete footings. At termination of this Agreement and subject to Section 12 of this Agreement, Lessee agrees to remove any concrete that is installed or poured on to the property and return the property to its condition prior to the commencement of this Agreements as is most reasonably possible;

(c) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes (excepting cell phone towers which shall not be permitted), which may be placed overhead on appurtenant support structures or underground and one or more substations or interconnection or switching facilities from which Lessee may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights of way on, along, in and under the Property; and

(d) any other improvements, including roads, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing.

1.2.3 Use, maintain and operate Solarpower Facilities on the Property, on adjacent property or elsewhere.

1.3 Ingress and Egress. This Agreement includes the nonexclusive right of ingress of and egress from the Solarpower Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of any existing roads and lanes thereon, and by such other route or routes as Lessee may construct on the Property from time to time with the written consent of the Landlord.

1.4 Intentionally Blank.

1.5 Perimeter Fence. During the term of this Agreement, Lessee may be required to maintain a perimeter fence around the Solarpower Facilities.

1.6 Survival of Covenants. The covenants, conditions, rights and restrictions in favor of Lessee under this Agreement and Lessee's reliance on and benefit from those covenants, conditions, rights and restrictions may necessarily be a portion of a larger solar energy project which will from time to time share structural and transmission components, ingress and egress, utility access, and other support, with the Solarpower Facilities located on the Property; accordingly, the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed invalid or inoperative or otherwise be disregarded while any portion of the Solarpower Facilities on the Property or an adjacent property are under development, being replaced, operational, or non-operational.

1.7 Grant of Solar Easement. Any obstruction to the free flow of the solar irradiation by Landowner or persons other than Lessee or a Tenant or Assignee (as defined in Section 10.1 below) or persons claiming through or under Lessee or a Tenant or Assignee is prohibited throughout the entire area of the Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Solarpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property. Trees, structures and improvements located on the Property as of the Effective Date of this Agreement shall be allowed to remain and Lessee may not require their removal. Landowner may not place or plant any trees, structures or improvements exceeding 10 feet in height or likely to exceed 15 feet in height on the Property after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with the solar irradiation to any Site or Solarpower Facilities, unless Landowner has received approval from Lessee for any such trees, structure or improvement. So long as Landowner is not otherwise in default under this Lease, Lessee agrees not to unreasonably withhold its approval for those structures or improvements

Landowner proposes to place or construct on that portion of the Property not occupied by Solarpower Facilities. The provisions of this Section 3.6 shall survive the termination of this Agreement for the full term hereof.

4. Development Period; Extended Term; Renewal Terms. Lessee's rights under this Agreement shall continue initially throughout the Development Period and, if required, during the First Extension and Second Extension as defined in Section 5.2 of this Agreement. If Lessee or any Assignee or Tenant (as defined in Section 10.1 below) installs Solarpower Facilities on the Property, and any such Solarpower Facilities generate electricity during the Development Period, then this Agreement shall automatically be extended for the Extended Term of twenty (20) years. In the event of any such extension for the Extended Term, the 20-year Extended Term shall commence on the Operations Date (as defined in Section 5.2 below). During the Extended Term, Lessee and any Tenant or Assignee (as defined in Section 10.1 below) may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend this Agreement for an additional five (5) year period commencing upon the expiration of the Extended Term (the "First Renewal Term"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend this Agreement for a second five (5) year period commencing upon the expiration of the First Renewal Term (the "Second Renewal Term"). With respect to each extension of the term of this Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

5. Payments. Lessee will pay Landowner the following amounts.

1.1 Development Period Payments. In order to keep this Agreement in effect during the Development Period, Lessee shall pay Landowner a Development Period Payment equal to \_\_\_\_\_ dollars (\$\_\_\_\_\_) and other considerations for the period equal to \_\_\_\_\_ days from the Effective Date of this Agreement. Lessee shall have the right to extend the Development Period, by providing written notice pursuant to Section 13.5 within five (5) business days after expiration of the initial Development Period, for any reason in its sole discretion, for two (2) additional periods of \_\_\_\_\_ days each. The first \_\_\_\_\_ day extension of the Development Period shall hereinafter be referred to as the "First Extension" and the second one \_\_\_\_\_ day extension of the Development Period shall be hereinafter referred to as the "Second Extension". In the event Lessee elects to exercise the First Extension, Lessee shall make a non-refundable one-time payment in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to Landowner. In the event Lessee elects to exercise the Second Extension, Lessee shall make an additional non-refundable one-time payment in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to Landowner. Lessee shall pay Landowner the Development Period Payment within thirty (30) days of the Effective Date or for any extension, within thirty (30) days of providing notice of exercising the First Extension or Second Extension. Lessee, at its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Development Period upon thirty (30) days written notice to Landowner. Upon such termination, Lessee shall have no further obligations whatsoever under this Agreement.

From time to time throughout this Agreement, the term Due Diligence Period shall be defined to include the initial Due Diligence Period and The First Extension and Second Extension if exercised by Buyer.

1.2 Operating Fees (Annual Payments). If and when the Solarpower Facilities are installed on the Property and such Solarpower Facilities generate electricity (the "Operations Date") and for so long as each Solarpower Facilities so installed remains on the Property until its physical removal therefrom, Lessee shall pay to Landowner, on an annual basis beginning in Year One (1) of the Extended Term, operating fees in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) per acre ("Operating Fees"). The Operating Fees shall increase by \_\_\_\_\_ percent (\_\_\_\_%) on the \_\_\_\_\_ anniversary of the Operations Date and shall be paid annually and due within forty-five (45) days of the Operations Date and on each anniversary of the Operations Date thereafter during the Extended Term, the First Renewal Term and the Second Renewal Term of the Agreement. Lessee, his Assignee, Subtenant or Successor shall pay a late penalty fee of \_\_\_\_\_ (\_\_\_\_%) of the amount of Operating Fees due to Landowner for payments not made within 45 days of the Operations Date of the anniversary thereof. Lessee shall notify Landowner in writing no later than five (5) business days following the date the Solarpower Facilities generate electricity for the first time. For clarification purposes, the Operating Fees shall be paid at the beginning of each year of the Extended Term and if applicable the First Renewal Term and the Second Renewal Term of the Agreement.

6. Ownership of the Solarpower Facilities. Unless otherwise agreed to in writing by a separate agreement, Landowner shall have no ownership or other interest in any Solarpower Facilities installed on the Property or any environmental attributes produced therefrom, including without limitation any and all credits, benefits, emissions reductions, offsets and allowances of any kind, howsoever entitled, attributable to the Solarpower Facilities or the electric energy, capacity or other generator-based products produced therefrom. The manner of operation of the Solarpower Facilities, including but not limited to decisions on when to conduct maintenance, is within the sole discretion of Lessee.

7. Taxes. Lessee shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Solarpower Facilities on the Property, including any reclassification of the Property as a result of the Solarpower Facilities or this Agreement, to the extent that such increase is not separately assessed to Lessee and paid directly by Lessee to the taxing authorities. Lessee shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of any such increased taxes hereunder that Landowner submit the real property tax bill to Lessee within thirty (30) days after Landowner receives the bill from the taxing authority. Lessee shall have the right to pay its portion of the real property taxes directly to the taxing authority. Landowner shall pay its portion of the real property taxes, and if Landowner fails to do so, Lessee shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement.

8. Lessee's Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants to Landowner as follows: Landowner expressly reserves the right to use

the properties adjacent to the solar array shown on Exhibit A for any purpose to the extent such use by Landowner does not, currently or in the future, interfere with Lessee's operations hereunder or enjoyment of the rights hereby granted. Lessee shall make reasonable efforts not to disturb Landowner's activities on the properties adjacent to the Property and to the extent such activities are consistent with Lessee's rights under this Agreement. Lessee shall consult with Landowner on its site development plan prior to construction of any Solarpower Facilities, showing Landowner the proposed location of Solarpower Facilities, roads and electric power lines, before making Lessee's final decisions as to location of Solarpower Facilities on the Property, but Lessee shall make all final siting decisions in its sole and absolute discretion. Lessee shall post the access roads it constructs going to the Solarpower Facilities as being private roads only for use by authorized personnel in connection with the Solarpower Facilities. Landowner may use or cross such roads only to the extent that Landowner does not interfere with Lessee's rights under this Agreement.

1.1 Insurance. Lessee shall, at its expense, maintain a commercial general liability insurance policy insuring Lessee and Landowner against loss or liability caused by Lessee's occupation and use of the Property under this Agreement, in an amount not less than Two Million Dollars (\$2,000,000) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. The amounts of coverage may adjust every 5 years for inflation and all annual certificates of insurance shall name the Landowner as additional insureds with notice of the renewal date and cancellation or nonrenewal.

1.2 Certificate of Insurance. Certificates of such insurance evidencing the coverages required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Lessee shall have the right to use a qualified program of self-insurance to meet the insurance requirements.

1.3 Indemnity. Lessee will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property, tenants, invitees or permittees or the public, to the extent caused by Lessee's construction, operation or removal of Solarpower Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the negligence or willful misconduct of Landowner or Landowner's tenants, invitees or permittees. In the event of Lessee's contributory negligence resulting in death or injury to person or physical damage to property, Lessee shall indemnify Landowner for only Lessee's percentage of contribution to such negligence. The foregoing reference to property damage in this Section 8.3 does not include any damages to crops (which are governed solely by the provisions of Section 8.7 below) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Solarpower Facilities pursuant to this Agreement. Landowner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to the Solarpower Facilities or the risk that the Solarpower Facilities will cause damage, injury or death to people, livestock, other animals and property, including without limitation, fencing around the perimeter of the Solarpower Facilities as Lessee may deem necessary or appropriate to secure or enclose the same, without unduly burdening Landowner's use of the Property.

1.4 Requirement of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders and regulations of any governmental agency applicable to the Solarpower Facilities. In its sole discretion and through appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Landowner where appropriate or required, Lessee shall have the right to contest the validity or applicability to the Property or Solarpower Facilities of any law, ordinance, statute, order, regulation, property assessment or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Landowner shall cooperate in every reasonable way in such contest, provided Lessee reimburses Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance. Any such contest or proceeding, including any maintained in the name of Landowner, shall be controlled and directed by Lessee, but Lessee shall protect Landowner from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

1.5 Construction Liens. Lessee 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 Lessee's use of the Property pursuant to this Agreement; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

9. Landowner's Representations, Warranties and Covenants. Landowner hereby represents, warrants and covenants to Lessee as follows:

1.1 Landowner's Authority. Landowner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Lessee the rights granted hereunder. No rights to convert the solar resources of the Property or to otherwise use the Property for solar energy purposes have been granted to or are held by any party other than Lessee. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership of possessory interest in the Property (including spouses) are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms.

1.2 No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Solarpower Facilities, whether located on the Property or elsewhere; (ii) the flow of solar irradiation to, on, and over the Property; (iii) access over the Property to Solarpower Facilities, whether located on the Property or elsewhere; or (iv) the undertaking of any other activities of Lessee permitted under this Agreement. In no event during the term of this Agreement shall Landowner construct, build or locate or allow others to construct, build or locate any solar energy conversion system, or similar project on the Property.

1.3 Title Review and Cooperation. Landowner shall cooperate with Lessee to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Lessee under this Agreement. If Lessee and Landowner are unable to obtain such agreements from any third party holding an interest in the Property, Lessee, and any Assignee or Tenant, in addition to any other rights provided for herein, shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to such third party and may offset the amount of such payments from amounts due Landowner under this Agreement. Landowner shall also provide Lessee with any further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Lessee.

1.4 Requirements of Governmental Agencies/Lenders. Landowner shall assist and fully 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 Solarpower Facilities, 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 reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, including reasonable attorney's fees, to the extent Lessee has approved such expenses in advance. Landowner shall make available to Lessee copies of all field tiling surveys, environmental, geotechnical and other site assessments, surveys, plans and other such records of Landowner to the extent such information relates directly to the proposed Solarpower Facilities. Landowner shall not be required under this Agreement to place any restriction(s) on adjoining parcels or adjoining land not included within the Property.

1.5 Indemnity. Landowner will defend, indemnify and hold harmless Lessee for, from and against liability for physical damage to property (including, without limitation, Lessee's roads) and for physical injuries or death to Lessee or its tenants, invitees, contractors or the public, to the extent caused by the operations, activities, gross negligence or willful misconduct of Landowner or its invitees, permittees or tenants.

1.6 Hazardous Materials. Landowner shall not violate, and shall indemnify Lessee for, from and against any violation (past, present or future) by Landowner or Landowner's agents or contractors 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 is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

1.7 Quiet Enjoyment. Landowner covenants and warrants that Lessee shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through, under or superior to Landowner subject to the terms of this Agreement.



10. Assignment; Subleases; Cure.

1.1 Assignees and Tenants. Lessee and any Assignee (as defined below) shall have the right, without need for Landowner's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Property: finance, mortgage and/or collaterally assign the Solarpower Facilities; so long as Lessee is not in default of this Agreement beyond any applicable grace or cure period, grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more Assignees or Tenants (as defined below); or so long as Lessee is not in default of this Agreement beyond any applicable grace or cure period, sell, convey, lease, assign, or transfer to one or more Assignees or Tenants this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Property or in any or all of the Solarpower Facilities that Lessee or any other party may now or hereafter install on the Property. An "Assignee" is any of the following: (i) anyone or more parties involved in financing or refinancing of any Solarpower Facilities, including, without limitation, any lender to or investor in Lessee or in any Solarpower Facilities; (ii) any purchaser or lessee of any of the Solarpower Facilities, or any purchaser of all of substantially all of the membership interests in Lessee or of all or any portion of Lessee's interest in this Agreement; (iii) a corporation, limited liability company, partnership or other entity now existing or hereafter organized in which Lessee, or any affiliate, owns (directly or indirectly) at least fifty-one percent (51%) of all outstanding shares of voting stock or ownership interests; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation or limited liability company; or (v) a corporation, limited liability company, partnership or other entity that acquires all or substantially all of Lessee's or Lessee's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means. A "Tenant" is any person who succeeds to the leasehold interest of Lessee as an Assignee or to whom a sublease is conveyed by Lessee or an Assignee. Lessee or an Assignee that has assigned an interest under this Section 10.1, or that has conveyed a sublease, will give notice of such assignment or sublease (including the address of the assignee or sublease thereof for notice purposes) to Landowner, provided that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Landowner with respect to such assignment or sublease until such notice shall have been given.

1.2 Assignee/Tenant Obligations. No Assignee or Tenant which does not directly hold an interest in this Agreement, and no Assignee or Tenant which holds an interest in or lien on or security interest in this Agreement for security purposes, shall have any obligation or liability under this Agreement prior to the time that such Assignee or Tenant directly holds an interest in this Agreement or, in the case of an interest, lien or security interest for security purposes, the holder thereof succeeds to absolute title to such interest, in this Agreement. Any such Assignee or Tenant shall be liable to perform obligations under this Agreement only for and during the period such Assignee or Tenant directly holds such interest or absolute title. Any assignment permitted hereunder shall release the assignor from obligations accruing after the date that liability is assumed by the Assignee or Tenant.

1.3 Right to Cure Defaults/Notice of Defaults/Right to New Lease. To prevent termination of this Agreement or any partial interest therein, Lessee, or any Assignee or Tenant, shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee,

Tenant or Lessee hereunder or necessary to cure any default and to prevent the termination of this Agreement. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, an Assignee or a Tenant, Landowner shall give written notice of the default to each Assignee and each Tenant, concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. Each such Assignee and each such Tenant shall have the same amount of time to cure said default as is given to Lessee pursuant to this Agreement, which cure period for each Assignee and each Tenant shall commence to run with the end of the cure period given to Lessee in this Agreement. In the event of an uncured default by Lessee, or by an Assignee of Lessee's entire interest in this Agreement, or in the event of a termination of this Agreement by agreement, by operation of law or otherwise, each Assignee of a partial interest in this Agreement, and each Tenant who is a sublessee of Lessee or of an Assignee of Lessee, shall have the right to demand, and the Landowner shall grant and enter into, a new lease, substantially identical to this Agreement, by which such Assignee of a partial interest in the rights and interests under this Agreement, or such Tenant by a sublease, shall be entitled to, and Landowner shall not disturb, the continued use and enjoyment by such Tenant or Assignee of the Property, or portion of the Property, for the full term of this Agreement, as set forth in Section 4 of this Agreement, or such shorter term as said Assignee or Tenant may otherwise be entitled pursuant to its assignment or sublease. Further, in the event of an uncured default by Lessee or by an Assignee of Lessee's entire interest in this Agreement, or in the event of a termination of this Agreement by agreement, by operation of law or otherwise, Landowner hereby agrees that, if and for so long as (i) a Tenant who is a sublessee of Lessee or of an Assignee is not in default under the sublease (beyond any period given Lessee, an Assignee or a Tenant under this Agreement to cure such default), (ii) such Tenant attorns to the Landowner, and (iii) the terms and conditions of the Tenant's sublease do not contravene the terms and conditions of this Agreement, Landowner shall (a) recognize such sublease, (b) not diminish nor interfere with such Tenant's possession of the portion of the Property covered by the sublease or with any term extension or renewal rights in the sublease, and (c) not disturb such Tenant's occupancy of such portion of the Property for the full term of this Agreement or such shorter term to which such Tenant may be entitled under the sublease. A Tenant which is, or in the future becomes, a sublessee of Lessee, or a sublessee of an Assignee, is an intended third-party beneficiary of the provisions of this Section 10.3 and entitled to enforce this provision.

1.4 Acquisition of Interest. Except as otherwise provided in Section 10.1 above, the acquisition of all or any portion of Lessee's or an Assignee's or Tenant's interest in the Property or the Solarpower Facilities or this Agreement by another Assignee or Tenant or any other person through foreclosure or other judicial or nonjudicial proceedings in the nature thereof or any conveyance in lieu thereof, shall not require the consent of Landowner or constitute a breach of any provision or a default under this Agreement, and upon such acquisition or conveyance Landowner shall recognize the Assignee or Tenant, or such other party, as Lessee's or such other Assignee's or Tenant's proper successor.

1.5 New Lease. If this Agreement is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding or this Agreement is terminated as result of any incurable default, and within sixty (60) days after such rejection or termination Lessee or any Assignee or Tenant shall have arranged to the reasonable satisfaction of Landowner for the payment of all fees or other charges due and payable by Lessee or other Assignees or Tenants as of the date of such rejection or termination, then Landowner shall execute and deliver to Lessee

or such Assignee or Tenant, as the case may be, a new lease to the Property which (i) shall be for a term equal to the remainder of the term of this Agreement before giving effect to such rejection or termination, (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Lessee or any Assignee or Tenant prior to rejection or termination of this Agreement), and with the exception that Landowner may reasonably add or modify existing remedy terms and conditions of the Agreement to protect the Landowner against further default, however, any modification to the existing terms of the Agreement by Landowner shall be mutually agreeable to both parties and such modifications shall not materially impact the Development Period Payments, Operating Fees, Development Period, Extended Term, First Renewal Term or Second Renewal Term and (iii) shall include that portion of the Property improved with Solarpower Facilities in which Lessee or such other Assignee or Tenant had an interest on the date of rejection or termination.

1.6 Extended Cure Period. If any default by Lessee or an Assignee or Tenant under this Agreement cannot be cured without Landowner obtaining possession of all or part of the Property and/or all or part of the Solarpower Facilities and/or all or part of Lessee's or another Assignee's or Tenant's interest in this Agreement, then any such default shall be deemed remedied if (i) within sixty (60) days after receiving notice from Landowner as set forth in Section 12.2 hereof, either Lessee or an Assignee or Tenant shall have acquired possession of all or part of the Property and/or all or part of the Solarpower Facilities and/or all or part of such interest in this Agreement, or shall have commenced appropriate judicial or nonjudicial proceedings to obtain the same; and (ii) Lessee or the Assignee or Tenant, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion; and (iii) after gaining possession of all or part of the Property and/or all or part of the Solarpower Facilities and/or all or part of such interest in this Agreement, Lessee or the Assignee or Tenant performs all other obligations as and when the same are due in accordance with the terms of this Agreement. If Lessee or an Assignee or Tenant 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 or Tenant, as the case may be, from commencing or prosecuting the proceedings described above, the 60-day period specified above for commencing such proceeding shall be extended for the period of such prohibition.

1.7 Certificates, Etc. Landowner shall execute such estoppel certificates (certifying as to such matters as Lessee may reasonably request, including without limitation that no default then exists under this Agreement, if such be the case) and/or consents to assignment and/or nondisturbance agreements as Lessee or any Assignee or Tenant may reasonably request from time to time. Landowner and Lessee shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee, Landowner or any Assignee or Tenant for the purpose of implementing the provisions contained in this Agreement or of preserving an Assignee's security interest.

11. Lender Protection. Lessee and any Assignee or Tenant may, at any time and without the consent of Landowner, grant to any person or entity (herein, together with that person's or entity's successors and assigns, a "Lender") one or more mortgages, trust deeds or similar security interests in all or any part of its interests under this Agreement (a "Mortgage"). In the event any such Mortgage is granted, the Lender thereunder shall, for so long as its

Mortgage remains in effect, be entitled to the protections described in the following provisions of this Section 11, upon delivery to Landowner of notice of its name and address.

1.1 Consent to Modification Termination or Surrender. So long as any Mortgage remains in effect, this Agreement shall not be modified, and Landowner shall not accept a surrender of any of the Property or a termination or release of this Agreement by Lessee and any Assignee or Tenant prior to expiration of all periods described in Section 4 and Section 5.2, without the prior written consent of all Lenders.

1.2 Notice of Default; Opportunity to Cure. As a precondition to exercising any rights or remedies for any alleged default under this Agreement, Landowner shall give written notice of the default to the Lessee specifying in detail the alleged default and the required remedy. In the event Landowner gives any such notice, the following provisions shall apply:

(a) The Lender shall have the same period after receipt of the default notice as is given to Lessee, the Assignee or Tenant to remedy or cause to be remedied the default plus, in each instance, (i) an additional thirty (30) days after receipt of the default notice in the event of any monetary default (meaning any failure to pay when due any rent, real property taxes, insurance premiums or other monetary obligation under this Agreement); and (ii) an additional thirty (30) days after receipt of the default notice in the event of any other type of default, provided that such 30-day period shall be extended for the time reasonably required to complete such cure, including the time required for the Lender to perfect its right to cure such default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Lender acts with reasonable and continuous diligence. Lenders shall have the absolute right to do any act or thing required to be performed by Lessee, an Assignee or any Tenant under this Agreement, and any such act or thing performed by a Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of any rights under this Agreement as if done by Lessee, the Assignee or Tenant itself.

(b) During any period of possession of the Property by a Lender (or a receiver requested by such Lender) and/or during the pendency of any foreclosure proceedings instituted by a Lender, the Lender shall pay or cause to be paid the rent and all other monetary changes payable by Lessee, an Assignee or any Tenant which have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Lessee's, an Assignee or any Tenant's leasehold estate by the Lender or its assignee or designee as a result of foreclosure or assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Lender or other party acquiring title to the leasehold estate shall, as promptly as reasonably possible, commence the cure of all other defaults hereunder and thereafter diligently process such cure to completion, whereupon Landowner's right to terminate this Agreement based upon such defaults shall be deemed waived; provided, however, the Lender or other party acquiring title to the leasehold estate 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 Landowner upon completion of foreclosure proceedings or acquisition of Lessee's, Assignee's or Tenant's interest in this Agreement by such party.

(c) Upon the sale or other transfer of the leasehold interests acquired pursuant to foreclosure or assignment in lieu of foreclosure, the Lender or other acquiring party shall have no further duties or obligations hereunder.

(d) Neither the bankruptcy nor the insolvency of Lessee, an Assignee or any Tenant shall be grounds for terminating this Agreement as long as the rent and all other monetary charges payable by such Lessee, Assignee or Tenant hereunder are paid by the Lender in accordance with the terms of this Agreement.

(e) Nothing herein shall be construed to extend this Agreement beyond periods contemplated in Section 4 and Section 5.2 or to require a Lender to continue foreclosure proceedings after the default has been cured. If the default is cured and the Lender discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

1.3 New Lease to Lender Landowner shall, upon written request of the first priority Lender that is made within ninety (90) days after notice to such Lender, enter into a new lease of the Property with such Lender, or its designee, within thirty (30) days after the receipt of such request. Such new lease shall be effective as of the date of the termination of this Agreement, shall be upon the same terms, covenants, conditions and agreements as contained in this Agreement, and shall be subject to all existing subleases entered into pursuant to this Agreement, provided that the subtenants are not then in default. Upon the execution of any such new lease, the Lender shall (i) pay Landowner any amounts which are due Landowner from Lessee, the Assignee or Tenant, (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination to the date of the new lease, (iii) perform all other obligations of Lessee and/or the Assignee or Tenant under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Lender; and (iv) agree in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Lessee, the Assignee or Tenant that would have accrued under this Agreement up to the date of commencement of the new lease, except those obligations which constitute Non-Curable Defaults. Any new lease granted to the Lender shall enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Landowner. The provisions of this Section 11 shall survive termination of this Agreement and shall continue in effect thereafter and, from the effective date of termination to the date of execution and delivery of such new lease, such Lender may use and enjoy said Property without hindrance by Landowner or any person claiming by, through or under Landowner, provided that all of the conditions for a new lease as set forth in this Section 11.3 are complied with.

1.4 Subleases. During any periods following termination of this Agreement thereafter in which the Lender is entitled to enter into a new lease of the Property pursuant to Section 11.3, Landowner will not terminate any sublease or the rights of any sublessee thereunder unless the sublessee is in default under such sublease. During such period, if the Landowner receives any rent and other payments due from sublessees, including any sublessees whose attornment Landowner has agreed to accept, Landowner will do so as agent of such Lender and shall deposit such rents and payments in a separate and segregated account in trust subject to a right of setoff against amounts due to Landowner. Upon the execution and delivery of a new lease with Lender, Landowner shall account to its counterparty under such new lease

for the rent and other payments made under such subleases, and the counter-party shall then assign the rent and other payments due under such subleases to any Lenders under this Agreement. The collection of rent by Landowner acting as an agent pursuant to this Section 11.4 shall not be deemed an acceptance by Landowner for its own account of the attornment of any sublessee unless Landowner shall have agreed in writing with such sublessee that its subtenancy shall be continued following the expiration of any period during which a Lender may be granted a new lease, in which case such attornment shall take place upon the expiration of such period but not before. Landowner shall not be under any obligation to enforce any subleases.

1.5 No Waiver. No payment made to Landowner by any Lender shall constitute an agreement that such payment was, in fact, due under the terms of this Agreement or a waiver of the Lender's rights with respect to any wrongful, improper or mistaken notice or demand with respect to such payment.

1.6 No Merger. There shall be no merger of this Agreement, or of the leasehold estate or other interests created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or any such interests 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 Property, and all persons (including Lenders) having an interest in or under this Agreement and any portion of the fee estate shall join in a written instrument effecting such merger and shall duly record the same.

1.7 Further Amendments. Upon request, Landowner shall (1) amend this Agreement to include any provision reasonably requested by a proposed Lender, provided such amendment does not materially impair Landowner's rights or substantially increase the burdens or obligations of Landowner under this Agreement, and (2) execute such estoppel certificates (certifying as to such matters as Lender may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case) and other additional instruments reasonably requested by any Lender to evidence the status of this Agreement and Lender's rights under this Agreement.

## 12. Default and Termination.

1.1 Lessee's Right to Terminate. Lessee shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

1.2 Landowner's Right to Terminate. Except as qualified by Section 10 and by Section 11, Landowner shall have the right to terminate this Agreement if (i) a material default in the performance of Lessee's obligations under this Agreement shall have occurred and remains uncured, (ii) Landowner simultaneously notifies Lessee and all Lenders, Assignees and Tenants in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (iii) the default shall not have been remedied within sixty (60) days after Lessee, or within one hundred twenty (120) days in the case of all

Assignees and Tenants, receive the written notice, or, if cure will take longer than 60 days for Lessee or 120 days for any Assignee or any Tenant, Lessee, or an Assignee or Tenant on Lessee's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter diligently prosecutes the cure to completion.

1.3 Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Lessee shall (i) upon written request by Landowner, execute and record a quitclaim deed to Landowner of all of Lessee's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground and below-ground Solarpower Facilities and the foundation shall be removed to a depth of four (4) feet below grade from the natural surface of the Property or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Lessee fails to remove such Solarpower Facilities within eighteen (18) months of termination of this Agreement, Landowner may do so, in which case Lessee shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner.

1.4 Cumulative Remedies. Subject to the other terms and conditions of this Agreement, each party shall have all rights and remedies available at law and in equity for any breach of this Agreement by the other party.

12.4 Intentionally Blank.

12.5 Intentionally Blank.

13. Miscellaneous.

1.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood or other casualty or accident; 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 utility, or any other act or condition beyond the reasonable control of a party hereto. Lessee shall only be excused from payment of Operating Fees during the Extended Term as the result of a Force Majeure condition if Lessee is not insured for such losses and then, regardless of insurance coverage, should the Force Majeure condition during the Extended Term persist for a period longer than one hundred eighty days (180) then Lessee shall commence paying Operating Fees but in a reduced amount equal to \$250 per month. In any event Lessee may terminate this Agreement if a Force Majeure condition persists for 180 days.

1.2 Confidentiality. Landowner shall maintain in the strictest confidence, for the benefit of Lessee, any Assignee or Tenant, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solarpower Facilities, and the like, whether disclosed by Lessee, any Assignee or Tenant, or discovered by Landowner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Landowner or its employees or agents; or (ii) was already known to Landowner at the time of disclosure and which Landowner is free to use or disclose without breach of any obligation to any person or entity. Landowner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any Assignee or Tenant. Notwithstanding the foregoing, Landowner may disclose such information to Landowner's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Landowner regarding this Agreement; any prospective purchaser of the Property who has made a written offer to purchase or otherwise acquire the Property that Landowner desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Landowner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee. Landowner shall get Lessee's written consent before issuing a press release or having any contact with or responding to the news media with any operational, sensitive or confidential information with respect to this Agreement, the solar power project to be constructed on the Property by Lessee, or any other existing solar power project owned or operated by Lessee. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

1.3 Successors and Assigns. This Agreement shall burden the Property and shall run with the land. This Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under Section 10 hereof, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to "Lessee" in this Agreement shall be deemed to include Assignees and Tenants, which hold a direct ownership interest in this Agreement and actually are exercising rights under this Agreement to the extent consistent with such interest.

1.4 Memorandum of Lease. Landowner and Lessee shall execute in recordable form and Lessee shall then record a memorandum of the lease evidenced by this Agreement including Exhibit A reasonably satisfactory in form and substance to Lessee and Landowner. Landowner hereby consents to the recordation of the interest of an Assignee in the Property. Upon termination of this Agreement for any reason, Lessee his successors or assigns shall promptly record with the County Recorder's Office a "quitclaim" acknowledging that the Memorandum is terminated and that Lessee, his successors or assigns have no further interest of any kind in the Property.

1.5 Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified, or the next business day if sent by



reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

If to Lessee:

With copy to:

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

1.6 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, the Lease or any other matter referenced herein not expressly set forth in this Agreement, or in a subsequent writing signed by both parties, is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

1.7 Legal Matters.

1.7.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in a state or federal court located in the county in which the Property is situated, or if none, then a state or federal court nearest the county in which the Property is situated. If Landowner is compelled to commence a legal action to recover from Lessee payments due to Landowner under the terms of this Agreement, then Landowner shall be entitled to seek reasonable and actual attorneys' fees in connection with such action.

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

1.7.3 EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

1.8 Partial Invalidity. Should any provision of this Agreement be held in a final and unappealable decision by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect and unimpaired by the court's holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than the longest period permitted by applicable law.

1.9 Tax Credits. If under applicable law the holder of a leasehold interest in the nature of that held by Lessee, an Assignee or a Tenant under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Lessee's option, Landowner and Lessee shall amend this Agreement or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

1.10 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 anyone or more of the parties to this Agreement.

1.11 Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

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

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

IN AGREEMENT, the parties have executed this Agreement as of the Effective Date.

**LANDOWNER:**

By: \_\_\_\_\_

**LESSEE**

By: \_\_\_\_\_

## EXHIBIT A

### Description of the Property

That certain real property located at \_\_\_\_\_, , more particularly depicted as follows:

The Property shall be located in the area identified in the survey and drawing attached to this Exhibit A. Landowner and Lessee may mutually agree to modify the boundaries of the Property identified in the survey and drawing; however, the Property boundaries shall not substantially change as to prevent Lessee from constructing its Solarpower Facilities. Such substantial modifications would include, but not be limited to, locating the Property on a portion of the land that prevented access to the property or increased construction costs for the project.