

LEGAL NOTICE

JOINT REQUEST FOR PROPOSALS

SOLAR PHOTOVOLTAIC PROJECTS - GROUND LEASES

NEW LONDON, NORTH STONINGTON, AND POMFRET

May 17, 2019

The municipalities of New London, North Stonington and Pomfret, Connecticut ("Municipalities") jointly seek to lease portions of certain municipal-owned property sites to develop photovoltaic ("PV") systems (each a "System") to qualified solar system developers ("Proposers"). The Municipalities are interested in purchasing the solar produced by the Systems under a Virtual Net Metering Credit, Shared Solar, Community Solar, or other customer off-taker arrangement once these programs are available. The Municipalities will evaluate Proposals pertinent to their respective municipal-owned properties and will select the Proposal that is in the best interests of the municipality.

Michaud Law Group LLC ("Michaud Law Group") and CSW LLC d/b/a CSW Energy ("CSW") are administering this joint Request for Proposals ("RFP") on behalf of the Municipalities ("RFP Administrators"). Proposers will be required to submit their proposals in the following format: one (1) electronic copy emailed to ctgroundlease@solar-rfp.com, and three (3) hard copies mailed to CSW LLC at 20 Church St, Hartford, CT 06103 no later than **June 3, 2019**. Proposals received after the submission date may be considered at the sole discretion of the Municipalities.

The RFP will be available electronically and may be obtained via email by contacting the RFP Administrators at ctgroundlease@solar-rfp.com. It is the Proposer's responsibility to be aware of any updates or addendums to the RFP; which will be posted on the Municipalities' respective websites, and at cswenergy.com/ct-ground-lease. If a Proposer has received a copy of the RFP indirectly, please inform the RFP Administrators at ctgroundlease@solar-rfp.com to be placed on the RFP distribution list.

The Municipalities reserve the right to amend or terminate this RFP, accept or reject any proposals and waive any informalities or non-material deficiencies in a proposal, and select a Proposer that, in the Municipality's sole discretion and judgment, will be in the Municipality's best interests. The municipalities' respective decisions shall be final, shall not be subject to review or appeal, and may be based on any criteria in the Municipalities' sole discretion, including but not limited to price, contract terms, and the experience of the Proposer.

Any contracts shall be preceded by a Notice of Selection and thereafter be contingent and non-binding until all approvals are received from applicable regulatory agencies and municipal authorities, which may include, but are not limited to any applicable planning boards, Department of Energy and Environmental Protection, Public Utilities Regulatory Authority, Connecticut Siting Council, and successful execution of the Virtual Net Metering Credit Agreement, Shared Solar

Agreement, Community Solar Agreement, Power Purchase Agreement, or any other relevant agreement in connection with the RFP (“Pertinent Contracts”). The Municipalities shall have the right of first refusal as the customer off-taker for any energy produced by the Systems by the selected Proposers.

END OF LEGAL NOTICE

JOINT REQUEST FOR PROPOSALS
SOLAR PHOTOVOLTAIC PROJECTS - GROUND LEASES
NEW LONDON, NORTH STONINGTON, AND POMFRET

May 17, 2019

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NEW LONDON, NORTH STONINGTON, AND POMFRET

May 17, 2019

I. RFP COMMUNICATIONS:

All requests for RFP information must be sent to ctgroundlease@solar-rfp.com. Visit the RFP website for all pertinent information: cswenergy.com/ct-ground-lease.

II. INTRODUCTION:

The municipalities of New London, North Stonington, and Pomfret, Connecticut (“Municipalities”) seek to lease portions of certain municipal-owned property locations to site and develop photovoltaic (“PV”) systems (each a “System”) to qualified solar system developers (“Proposers”). The Municipalities are interested in purchasing the energy produced by the Systems under a Virtual Net Metering Credit, Shared Solar, Community Solar, or other customer off-taker arrangement once available. The Municipalities will evaluate the Proposals pertinent to their respective municipal-owned properties and will select the Proposals that are in the best interests of the municipality. The selected Proposers will be responsible for finding a customer off-taker for the energy produced the Systems, but the Municipalities shall have the right of first refusal as the customer off-taker for the energy produced by the Systems for any Virtual Net Metering Credit, Shared Solar, or Community Solar Project that is located within the respective municipality once available.

III. KEY RFP DATES:

Table 1: Key RFP Dates

May 17, 2019	RFP Release: RFP Administrators will release the RFP via email on or about this date.
May 22, 2019	Intent to Bid: Proposers must contact RFP Administrators at ctgroundlease@solar-rfp.com and provide a written notice of their intent to submit an RFP response.

TBD	Site Visits: Site visits are not planned, but please contact the RFP Administrators at ctgroundlease@solar-rfp.com immediately if your company wishes to schedule a site visit for a particular municipality.
May 17, 2019 through May 29, 2019	Q&A Period: Proposers may submit written questions to the RFP Administrators at ctgroundlease@solar-rfp.com .
June 3, 2019	Proposal Due Date: Proposers must submit proposals by email to ctgroundlease@solar-rfp.com .
TBD	Proposer Selection: A Preliminary Notice of Selection will be issued by the RFP Administrators via email.
June 11, 2019	Ground Lease Execution: The Ground Lease will be executed by the selected Proposer and the respective Municipality.

IV. MUNICIPAL PROPERTY SITE INFORMATION:

This Section contains site specific information for each of the municipal-owned property sites shown in Table 2: Municipal Property Site Locations below. Maps of each property site can be found in Exhibit E, and at cswenergy.com/ct-ground-lease.

A. Municipal Site Locations:

Table 2: Municipal Property Site Locations

Municipality	Property Site Name	Property Site Type	Property Address or GPS	<u>Exhibit</u> Reference
New London	New London Landfill	Closed Landfill	41.353408, -72.120884	F1
North Stonington	Wintechog Hill	Greenfield	Wintechog Hill Road & Wrights Road North Stonington, CT 06359	F2
Pomfret	Murdock Property	Greenfield	434 Killingly Road Pomfret Center, CT 06259	F3

B. Special Conditions:

- i. The New London Landfill is located in the Bates Woods Park. The landfill closure plans are available at cswenergy.com/ct-ground-lease.
- ii. The Pomfret site is a wooded lot that will be cleared under an existing agreement with a local logging contractor. This will be performed at no cost to the solar developer.

V. GROUND LEASE PARAMETERS:

The Municipalities seek 20-year Ground Leases for their respective property sites that would be in the best interests of each municipality. The purpose of the Ground Lease is for the solar developer to establish site control over the municipal project site in order to develop a solar project eligible under the Virtual Net Metering Credit Program, Shared Solar Program, Community Solar Program, or alternate Connecticut solar program once they are available. Proposers must submit a *Proposed Land and Personal Property Tax Stabilization Payment* and an *Operating Fee* under the Ground Lease as an annual price per megawatt of AC capacity (MW-AC). Proposers must also submit a preliminary property site plan that identifies the intended solar system size with a maximum of 2 MW-AC per property site. Proposers are encouraged to review the Model Ground Lease attached as Exhibit G.

A. Ground Lease - Development Period:

The selected Proposers will be required to enter into a Ground Lease and pay the Municipality a Development Period Fee under the Ground Lease. The Development Period Fee is non-negotiable. The intent of the Ground Lease Development Period Fee is to provide the selected Proposers with site control over each respective municipal property site for up to three years in accordance with Table 3: Development Period Fees below:

Table 3: Ground Lease - Development Period Fees

Ground Lease	Term	Development Period Fee
Development Period	365 days	\$1,000
First Extension – if needed	365 days	\$3,000
Second Extension – if needed	365 days	\$5,000

B. Proposed Land and Personal Property Tax Payment (Stabilized):

The selected Proposers will be required to propose and enter into a Land and Personal Property Tax Stabilization Agreement with the appropriate municipality if and when the proposed System is constructed and becomes operational. The Annual Land and Personal Property Tax Payment (Stabilized) is per each 1 MW-AC of System capacity. The purpose of the Land and Personal Property Tax payment is to cover the proposed solar developer's land and personal property tax obligations for the System consistent under state law and is shown in Table 4: Proposed Land and Personal Property Tax Stabilization Payment Table below, and must be populated in Exhibit D.

Table 4: Proposed Land and Personal Property Tax Stabilization Payment

Municipality Property Site	Proposed Annual Stabilized Land and Personal Property Tax Payment per each 1 MW-AC of System Capacity
New London	(\$) Value to be submitted by Proposer
North Stonington	(\$) Value to be submitted by Proposer
Pomfret	(\$) Value to be submitted by Proposer

C. Proposer Ground Lease Operating Fee Bid:

Proposers must submit their Operating Fee Bid under the Ground Lease as an annual price per megawatt of AC capacity (MW-AC) for each municipal site in Table 5: Ground Lease Operating Fee Bid shown below. Proposers are encouraged to review the Model Ground Lease attached as Exhibit G. Table 5 below shows an Operating Fee Bid is to be submitted for each municipal site. All Proposers must submit this Operating Fee Bid in Exhibit D and agree to use the Model Ground Lease shown in Exhibit G. Certain minor nonmaterial modifications to the Ground Lease may be accepted by the Municipalities.

Table 5: Ground Lease Operating Fee Bid

Municipality Property Site	Proposer Ground Lease Operating Fee Bid
New London	(\$) Value to be submitted by Proposer
North Stonington	(\$) Value to be submitted by Proposer
Pomfret	(\$) Value to be submitted by Proposer

VI. PROPOSAL REQUIREMENTS:

A. General:

Proposers must include full, accurate, and complete information in their proposal responses. Proposals may include any additional information that demonstrates the Proposers qualifications and ability to develop, construct, own, and operate a viable solar project. Extra

consideration will be given to any proposals that can demonstrate a viable option for the municipalities under any potential Virtual Net Metering Credit Program, Shared Solar Program, Community Solar Program, or other solar program that may become available. At a minimum, proposals must include the following information and documents, be clear and unambiguous, and be formatted into the following sections:

B. System Site Plan and Equipment:

Proposals must include a preliminary site plan for each System that identifies the portion of each parcel that will be used for the installation of the System. The site plan should include the make/model, wattage and quantity for both inverters and modules, racking product, azimuth, tilt and system size in Watts-AC and Watts-DC. All proposed solar modules, racking systems, inverters, monitoring and other equipment must be Tier 1 and UL Listed.

C. Pricing:

Proposals must include a firm Ground Lease Operating Fee price and firm Land and Personal Property Tax (stabilized) price for at least 20 years for any System proposed and shown in Table 4 and Table 5 above and Exhibit D below.

D. Proposer Qualifications:

Proposals must include a company overview and relevant company experience. The company overview shall include at a minimum the number of employees, office locations, and an outline of operational assets showing project quantity and aggregate system sizes by system type (rooftop, ground mount, carport). The company overview should include key personnel who will be assigned to the project and describe their respective experiences and skills with the development, engineering and installation of municipal solar projects.

E. References:

Proposals must include the name, phone and email contact for at least three references with similar or relevant solar projects.

F. Statement on Proposers Financial Strength:

Proposals must include sufficient and current information indicating the proposer's financial strength, including balance sheet, working capital and liquid assets sufficient to complete the System successfully.

G. Appendix:

Proposes must complete and include all the required exhibits included in this RFP. Proposers may also provide supplemental information relevant to their proposal response,

including resumes, references, proposed site plans, product data sheets, project schedules, production model, sample production reports, and photos of relevant projects.

VII. GENERAL REQUIREMENTS:

A. RFP Fee Agreement:

Proposers must sign the RFP Fee Agreement Form in Exhibit E to be eligible under this RFP. The RFP Fee represents a price per Watt for each watt of installed DC capacity of the Systems. The RFP Fee varies based on the municipal property site shown in Table 6: RFP Fees below. The RFP Fee compensates Michaud Law Group, LLC and CSW LLC for their considerable time and resources committed at no charge to the Municipalities for assisting them with this RFP. The RFP Fee payment schedule is as follows: 10% within ten days of the Ground Lease execution; 50% within 10 days of the Commencement of Construction of the System; and 40% within 10 days of the Mechanical Completion of the System. FAILURE TO SIGN THE RFP FEE AGREEMENT AND/OR PAY THE RFP FEE IN A TIMELY MANNER SHALL DISQUALIFY THE SELECTED PROPOSER FROM THE RFP AND/OR CONSTITUTE AN EVENT OF DEFAULT UNDER THE GROUND LEASE. In addition, Proposer agrees that the RFP Fee Agreement is nonnegotiable, and if Proposer amends the RFP Fee Agreement in any way, or if Proposer fails to include the signed RFP Fee Agreement in with its proposal response to the RFP, Proposer will automatically be disqualified from this RFP.

Table 6: RFP Fees

Municipal Property Site	CSW, LLC Fee (\$/Watt-DC)	Michaud Law Group, LLC Fee (\$/Watt-DC)
New London	\$0.06	\$0.04
North Stonington	\$0.07	\$0.05
Pomfret	\$0.06	\$0.06

B. Advertising:

The selected Proposers shall not name the Municipalities or the RFP Administrators in any advertising, news releases, or promotional efforts without the Municipalities or the RFP Administrators' prior written approval. Any permission to do so granted by the Municipalities or the RFP Administrators to the selected Proposer shall not be deemed to be a statement about the quality of the selected Proposers' work, Municipalities' endorsement, or RFP Administrators' endorsement of the selected Proposer.

C. Cost for Preparing Proposals: Proposal Ownership:

The costs incurred by the Proposers in developing their proposals are their sole responsibility, and the Municipalities and RFP Administrators shall have no liability for such costs.

All proposals submitted in response to this RFP shall become the Municipalities' and the RFP Administrators' property and will not be returned to the Proposers.

D. Proposals Will Not Be Confidential:

PROPOSERS ACKNOWLEDGE AND AGREE THAT THEIR PROPOSALS IN RESPONSE TO THIS RFP SHALL BECOME PUBLIC RECORD UPON DELIVERY TO THE RFP ADMINISTRATORS AND/OR THE MUNICIPALITIES. UNDER NO CIRCUMSTANCES SHALL A PROPOSER IDENTIFY ANY PORTION OF THEIR PROPOSAL AS CONFIDENTIAL. ANY PROPOSAL RECEIVED WITH ANY PORTION MARKED AS CONFIDENTIAL WILL BE RETURNED TO THE PROPOSER AND THAT PROPOSAL SHALL NOT BE CONSIDERED FOR SELECTION UNDER THIS RFP.

E. Insurance:

Insurance coverage will be required for the Systems constructed under this RFP and must be included in any Pertinent Contracts.

F. Compliance with Immigration Laws:

By submitting a proposal, the Proposers confirm that they have complied, and during the term of the Ground Lease will comply with the Immigration Reform and Control Act ("IRCA") and that each person such Proposer employs and/or provides services through or under the Ground Lease will always be authorized for employment in the United States of America. Each Proposer confirms that it has or will have properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned to work on the Project or perform services under the Ground Lease and that it will require each subcontractor of the Proposer, if any, to confirm that it has a properly completed Form I-9 for each person who works on the Project or performs services under the Ground Lease.

G. Hold Harmless:

The selected Proposers shall defend, indemnify, and hold harmless the Municipalities, the RFP Administrators and their respective employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, selections, judgments, losses or expenses, including fines, penalties, punitive damages, reasonable attorney's fees and costs, brought or assessed against, or incurred by, the Indemnified Parties related to or arising from the obligations under IRCA imposed upon the selected Proposer or any of its subcontractors. The selected Proposer shall also be required to pay all attorney's fees and costs incurred by the Indemnified Parties in enforcing any of the selected Proposer's obligations under this provision, whether a lawsuit or other proceeding is commenced, which obligation shall survive the termination or expiration of the Ground Lease. In addition, Each Proposer shall submit a complete the Proposer's Hold Harmless Agreement that is attached to this RFP in Exhibit C.

H. Initial Disclosure Form:

The Proposers shall submit a completed Initial Disclosure Form that is attached to this RFP in Exhibit A.

I. Non-Collusion Bidding Certificate:

The Proposers shall submit a completed Proposer's Non-Collusion Bidding Certificate that is attached to this RFP in Exhibit B.

J. Preference for the United States:

The selected Proposers shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the selected Proposers agree that in the employment of labor to perform the work under the Ground Lease, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county where the Municipalities is located for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

K. Workers Compensation:

Prior to any contract execution, the Municipalities will require the tentative selected Proposers to provide (1) evidence of compliance with the workers' compensation insurance and self-insurance requirements of subsection (b) of Connecticut General Statutes section 31-284, and (2) a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative selected Proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

L. Safety and Background Checks:

The selected Proposers and each of their permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Ground Lease has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week of each such employee, mechanic, laborer, or worker begins work under the Ground Lease. All personnel of the selected Proposer including those of their subcontractors may be subject to a background check at the expense of the Proposer.

M. Municipal Site Development:

The selected Proposers shall develop a fully engineered System compliant with all applicable building and electrical codes, zoning regulations, utility company interconnection requirements and industry best practices. The selected Proposers will be responsible for

acquiring all necessary permits from governing agencies, and for the payment of associated fees. The selected Proposers will be responsible for all tasks and fees associated with interconnection this includes but is not limited to applications and studies.

N. Legal Status:

If a Proposer is a foreign corporation, Limited Liability Company or other business entity that is required to register with the Connecticut Secretary of State's Office, it must have a current registration or current business certificate on file with that office and be in good standing in its jurisdiction of incorporation. The Municipalities may, in its sole discretion, request a Good Standing Certificate or other comparable evidence of any Proposer's legal status.

O. Presumption of Proposer's Full Knowledge:

The Proposers are responsible for having read and understood each document in this RFP and any addenda issued by the Municipalities or distributed by the RFP Administrators. A Proposer's failure to have reviewed all information that is part of or applicable to this RFP shall in no way relieve it from any aspect of its proposal or the obligations related thereto. Proposer is deemed to be familiar with and is required to comply with all federal, state and local statutes, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein. By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP and can perform the work to achieve the Municipalities' objectives. Proposer declares that they have examined the work site, carefully considered all elements of the project and the environment in which the services will be provided. Proposer is satisfied with the conditions and requirements and understand that a submission of a proposal removes their right to plead any misunderstanding.

P. Proposer Responsibility:

The Proposers understand and agree that by submitting a proposal they are fully responsible for all necessary materials, machinery, implements, tools, labor, services, permits, variances, licenses and any other items required to perform the work under the given conditions, and to carry out the contract to completion.

VIII. PROPOSAL SELECTION, SELECTION CRITERIA & DISQUALIFICATION:

A. Proposal Review:

The Proposals will be analyzed by the RFP Administrators and presented to the Municipalities for review and selection. It must be emphasized that the Municipalities will select the winning proposal or proposals and execute a Ground Lease and other Pertinent Contracts with the selected Proposer(s).

B. Right of First Refusal:

THE MUNICIPALITIES SHALL HAVE THE RIGHT OF FIRST REFUSAL AS THE CUSTOMER OFF-TAKER FOR ANY ENERGY PRODUCED BY THE SYSTEMS BY THE SELECTED PROPOSERS.

C. Proposal Selection:

The Municipalities will select the proposals for their respective property sites in their sole discretion and that is in the best interest of the municipalities. The following list of criteria is not intended to be exhaustive. The Municipalities may reject any proposal for any reason. Due to the complexity of the Systems and contemplated agreements, the Municipalities shall not be bound to select a winning proposal based upon highest Proposer Ground Lease Operating Fee Bid. The Municipalities may use the following criteria in evaluating proposals:

1. Proposal Completeness
2. Proposer Ground Lease Operating Fee Bid
3. Proposer qualifications
4. Proposer experience with municipal systems
5. Proposer commitment and ability to ensure timely success under RFP
6. Quality of references
7. Other criteria identified under proposals

D. Proposal Disqualification:

The Municipalities will not select any proposal from a Proposer that is in arrears or in default to the municipalities regarding any tax, debt, contract, security or any other obligation, nor shall it select any Proposer if a majority owner thereof is in such arrears or default.

E. Preliminary Selection:

The Municipalities will select the proposals that they deem to be in their best interests in their sole discretion and issue a Preliminary Notice of Selection to these Proposers. The selection may be subject to further discussions with the Proposers. The making of a preliminary selection to a Proposer does not provide the Proposer with any rights and does not impose upon the Municipalities any obligations. The Municipalities are free to withdraw any preliminary selection at any time and for any reason.

F. Non-Circumvent:

By submitting a proposal in response to this RFP, Proposers expressly agree not to seek to develop any solar PV projects with the Municipalities outside of this RFP for a period of three (3) years.

G. Ground Lease Execution Deadline:

The selected Proposers and the Municipalities must successfully negotiate and execute the Ground Lease within ten (10) days of the Proposers being selected by the Municipalities. If this

does not happen, Proposers acknowledge and agree that, unless time for execution of the Ground Leases are extended by the Municipalities in their sole discretion, the Municipalities may enter Ground Lease negotiations with another Proposer under this RFP.

EXHIBIT A
INITIAL DISCLOSURE FORM

Exceptions to the RFP: (please check the one that applies)

☐ Proposer does not take exception to the requirements of this RFP.

☐ Proposer takes exception to the requirements of the RFP. Please explain.

Exceptions to the Model Ground Lease: (please check the one that applies)

☐ Proposer does not take exception to the Model Ground Lease shown in Exhibit G.

☐ Proposer takes exception to the Model Ground Lease shown in Exhibit G. Please show the marked-up Model Ground Lease showing your proposed changes.

State Debarment List:

Is Proposer on the State of Connecticut's Debarment List?

☐ Yes

☐ No

Occupational Safety and Health Law Violations:

Has Proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

☐ Yes

☐ No

If "yes," attach a sheet fully describing each such matter.

Criminal Proceedings:

Has Proposer or any of its principals (regardless of the place of employment) ever been the subject of any criminal proceedings?

____ Yes

____ No

If "yes," attach a sheet fully describing each such matter.

Ethics and Offenses in Public Projects or Contracts:

Has Proposer or any of its principals (regardless of the place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

____ Yes

____ No

If "yes," attach a sheet fully describing each such matter.

NOTE:

THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFP INCLUDING THE PPA, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

COMPANY
NAME

ADDRESS

SIGNED BY

PRINTED NAME AND TITLE

DATE

TELEPHONE #

FEDERAL TAX IDENTIFICATION #

EMAIL

* The signatory must be an authorized representative of the Proposer with full power and authority to execute this Disclosure Form.

EXHIBIT B

NON-COLLUSION PROPOSER CERTIFICATE

The undersigned Proposer acknowledges and agrees that the attached response and offer submitted by Proposer is submitted in connection with the proposal to provide Municipalities with a Ground Lease. By submission of this bid, Proposer and person signing on behalf of Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices set forth within this bid have been arrived at independently without collusion, consultation, communication or agreement, for restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

In compliance with this invitation for proposals, and subject to the conditions thereof, the undersigned offers and agrees that the Municipalities may rely upon both the within representations and the indemnifications set forth within the hold harmless agreement attached hereto as Exhibit C.

COMPANY NAME

ADDRESS

SIGNED BY

PRINTED NAME AND TITLE

DATE

TELEPHONE #

FEDERAL TAX IDENTIFICATION #

EMAIL

Subscribed and sworn to before me
this __ day of _____, 2019

Notary Public

EXHIBIT C

MUNICIPALITY PROPOSER HOLD HARMLESS AGREEMENT

Proposer hereby agrees that it will indemnify and save harmless the Municipalities, Michaud Law Group, LLC and CSW, LLC from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the Municipalities or Michaud Law Group, LLC or CSW, LLC by reason of any omission or act of the Proposer, its agents, employees, subcontractors in connection with that certain NON-COLLUSION BIDDING CERTIFICATE submitted herewith, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the Municipalities and/or Michaud Law Group, LLC and/or CSW, LLC in defending any suit, including attorneys' fees. Furthermore, at the option of the Municipalities and/or Michaud Law Group, LLC and/or CSW, LLC, the Proposer shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto.

COMPANY NAME

ADDRESS

SIGNED BY

PRINTED NAME AND TITLE

DATE

TELEPHONE #

FEDERAL TAX IDENTIFICATION #

EMAIL

Subscribed and sworn to before me
this __ day of _____, 2019

Notary Public

This form must be signed and returned with bid.

EXHIBIT D

PROPOSED GROUND LEASE BID

Proposers should complete the form below stating System size, the proposed annual Land and Personal Property Tax (stabilized) Payment and the proposed annual Operating Fees for the 20-year term of the Ground Lease. Please leave certain sections blank if you do not intend to bid on a particular Municipal Site.

Proposer should complete if it wishes to bid.						
Municipality	Site Name	Exhibit Reference	System Size (Watts-DC)	System Size (Watts-AC)	Annual Land and Personal Property Tax (Stabilized) Payment	Annual Ground Lease Operating Fee (\$ per MW-AC)
City of New London	New London Landfill	F1				
Town of North Stonington	Wintechog Hill	F2				
Town of Pomfret	Murdock Property	F3				

COMPANY NAME

ADDRESS

SIGNED BY

PRINTED NAME AND TITLE

DATE

TELEPHONE #

FEDERAL TAX IDENTIFICATION #

EMAIL

This form must be signed and returned with bid.

EXHIBIT E

RFP FEE AGREEMENT

For good and valuable consideration, Proposer acknowledges and agrees as follows:

- A. Proposer, if selected under this RFP, agrees to pay Michaud Law Group, LLC ("Michaud Law Group") and CSW, LLC d/b/a CSW Energy ("CSW") the RFP Fee in accordance with the table below for each watt of installed DC capacity for any System installed for the Municipalities under this RFP.

Site	CSW LLC Fee (\$/W- DC)	Michaud Law Group LLC Fee (\$/W-DC)
New London	\$0.06	\$0.04
North Stonington	\$0.07	\$0.05
Pomfret	\$0.06	\$0.06

- B. The RFP Fee payment compensates Michaud Law Group and CSW for their considerable time and resources committed at no charge to the Municipalities for assisting them with this RFP.
- C. The RFP Fee payment schedule shall be as follows: 10% within ten days of the Ground Lease execution date; 50% within 10 days of Commencement of Construction of the System; and 40% within 10 days of Mechanical Completion of the System.
- D. Failure to pay the RFP Fee in a timely manner shall constitute an event of default under the Ground Lease and shall disqualify the selected Proposer from this RFP.
- E. Proposer agrees that this RFP Fee Agreement is nonnegotiable, and if Proposer attempts to amend the RFP Fee Agreement in any way, or if Proposer fails to include the signed RFP Fee Agreement with their proposal, Proposer will be disqualified from this RFP.

By signing below, Proposer agrees to all terms and conditions of the RFP and this RFP Fee Agreement.

AGREED AND ACCEPTED:

Proposer Signature: _____

Proposer Name (Printed): _____

Proposer Company: _____

Date: _____

EXHIBIT F

MAPS

Available at:

www.cswenergy.com/ct-ground-lease

EXHIBIT G

Model Ground Lease

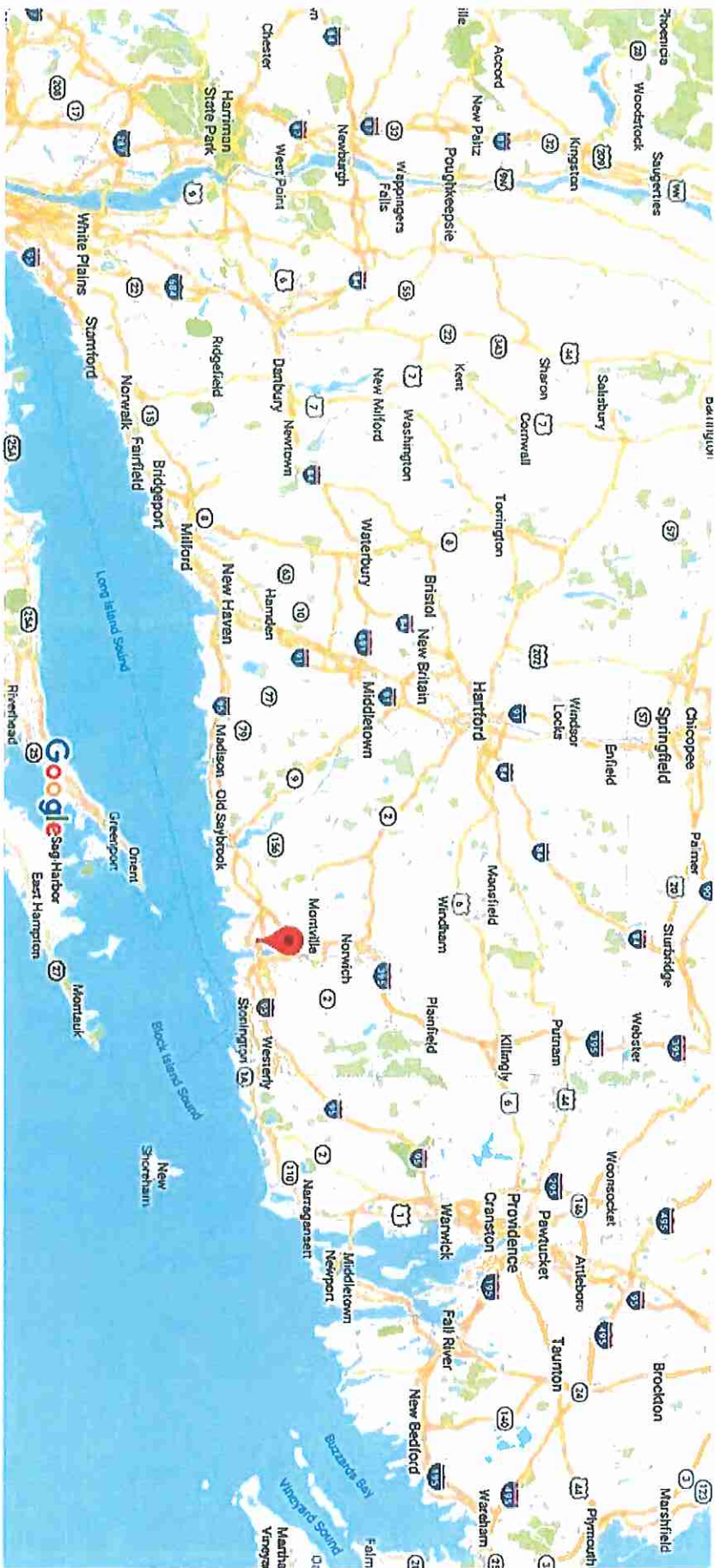
Available at:

www.cswenergy.com/ct-ground-lease

4/5/2019

41°21'12.3"N 72°07'15.2"W - Google Maps

41°21'12.3"N 72°07'15.2"W



Map data ©2019 Google 10 mi



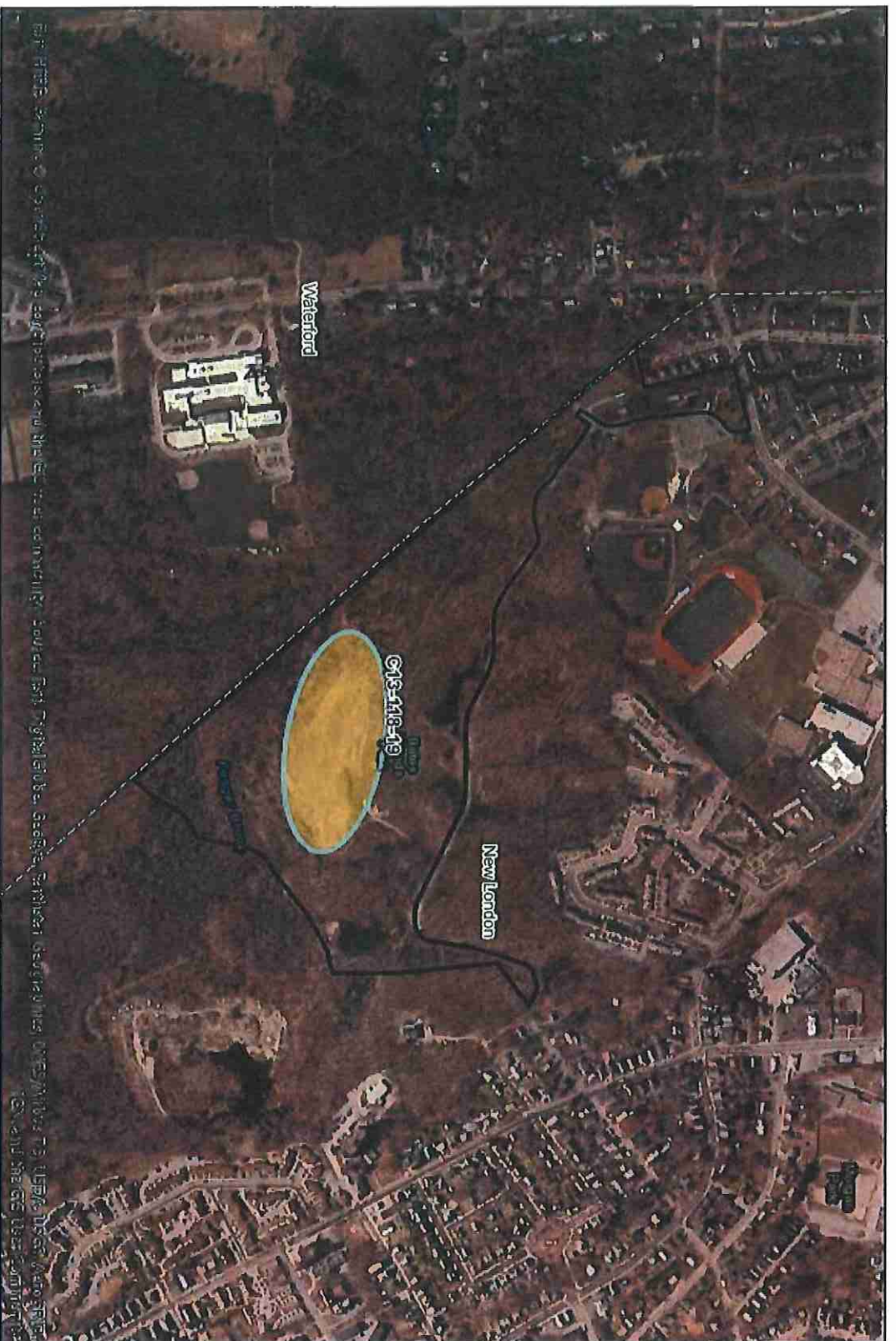


Exhibit F1 -1: Aerial Imagery

New London Landfill

Chester St

New London, CT

0 250 500 750 1,000

Feet



- ☐ New London Landfill Parcel
- ☐ Capped Landfill Available For Solar
- ☐ Town Boundary

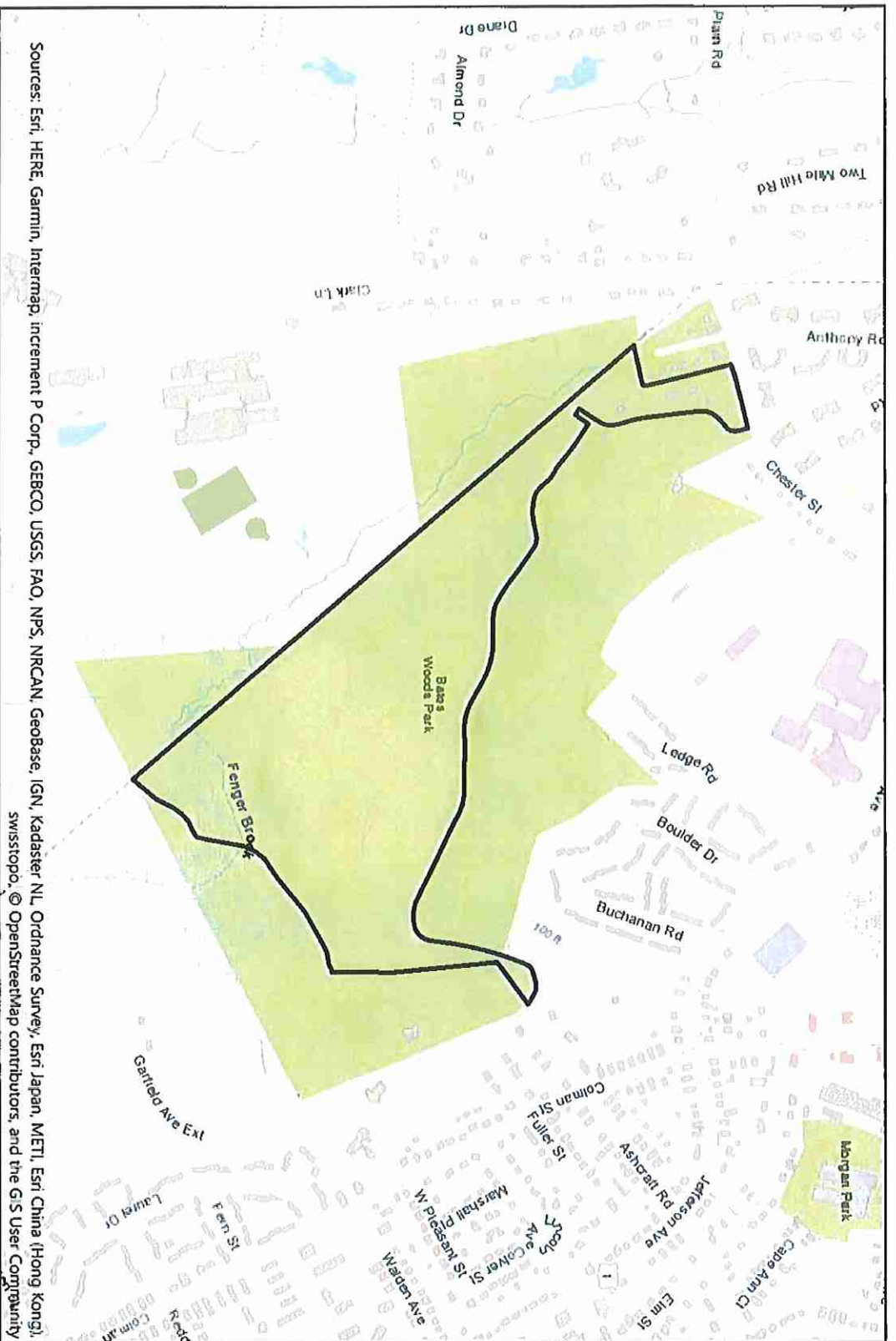


Exhibit F1 -2: Critical Habitats

New London Landfill

Chester St

New London, CT

0 250 500 750 1,000

Feet



 New London Landfill Parcel



Exhibit F1 -3: Elevation

0 250 500 750 1,000
Feet

New London Landfill
Chester St
New London, CT



□ New London Landfill Parcel
— Contours - 5 ft

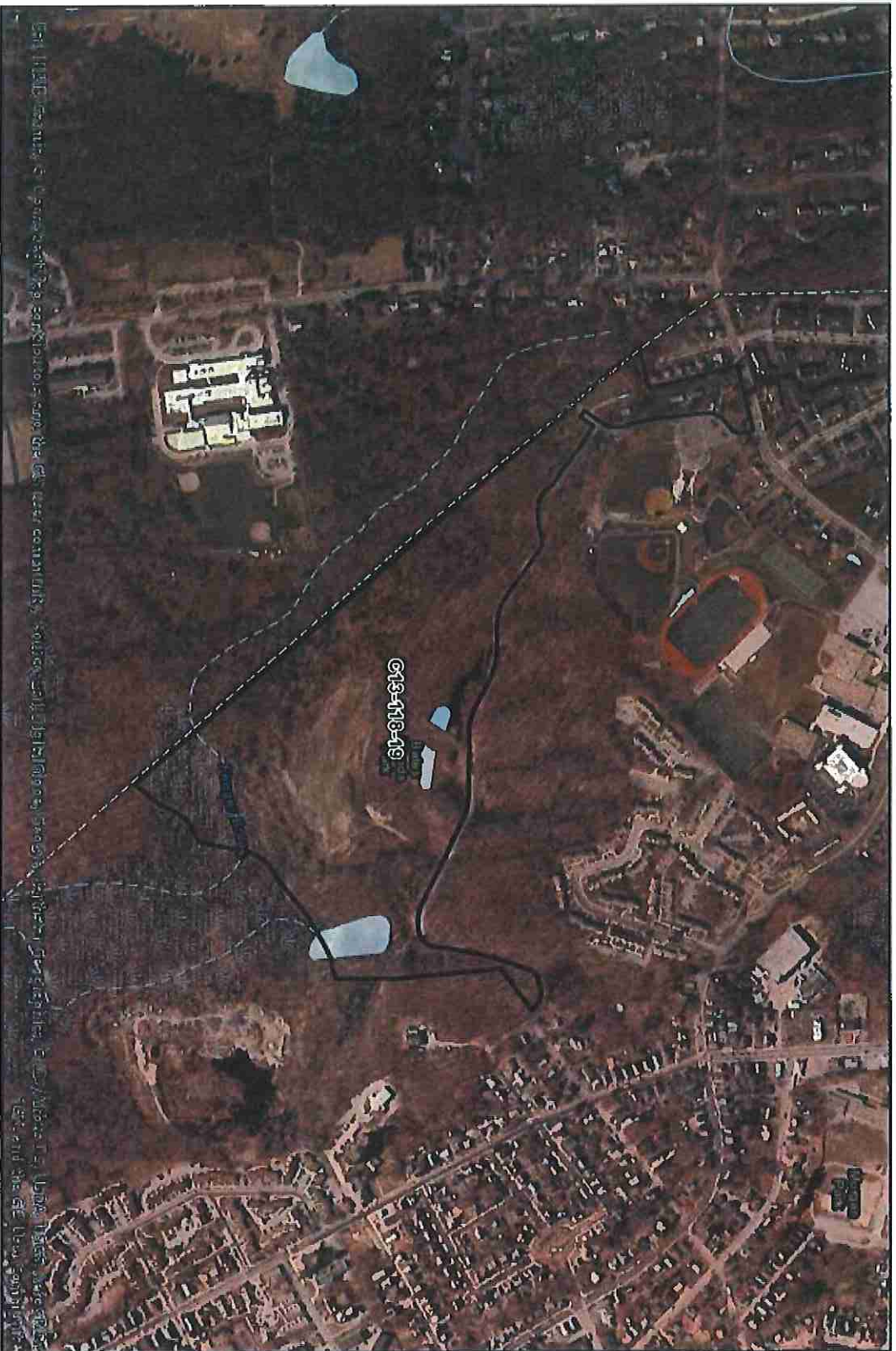


Exhibit F1 -4: CT Hydrography

New London Landfill

Chester St

New London, CT



New London
Landfill Parcel



Water



Shore

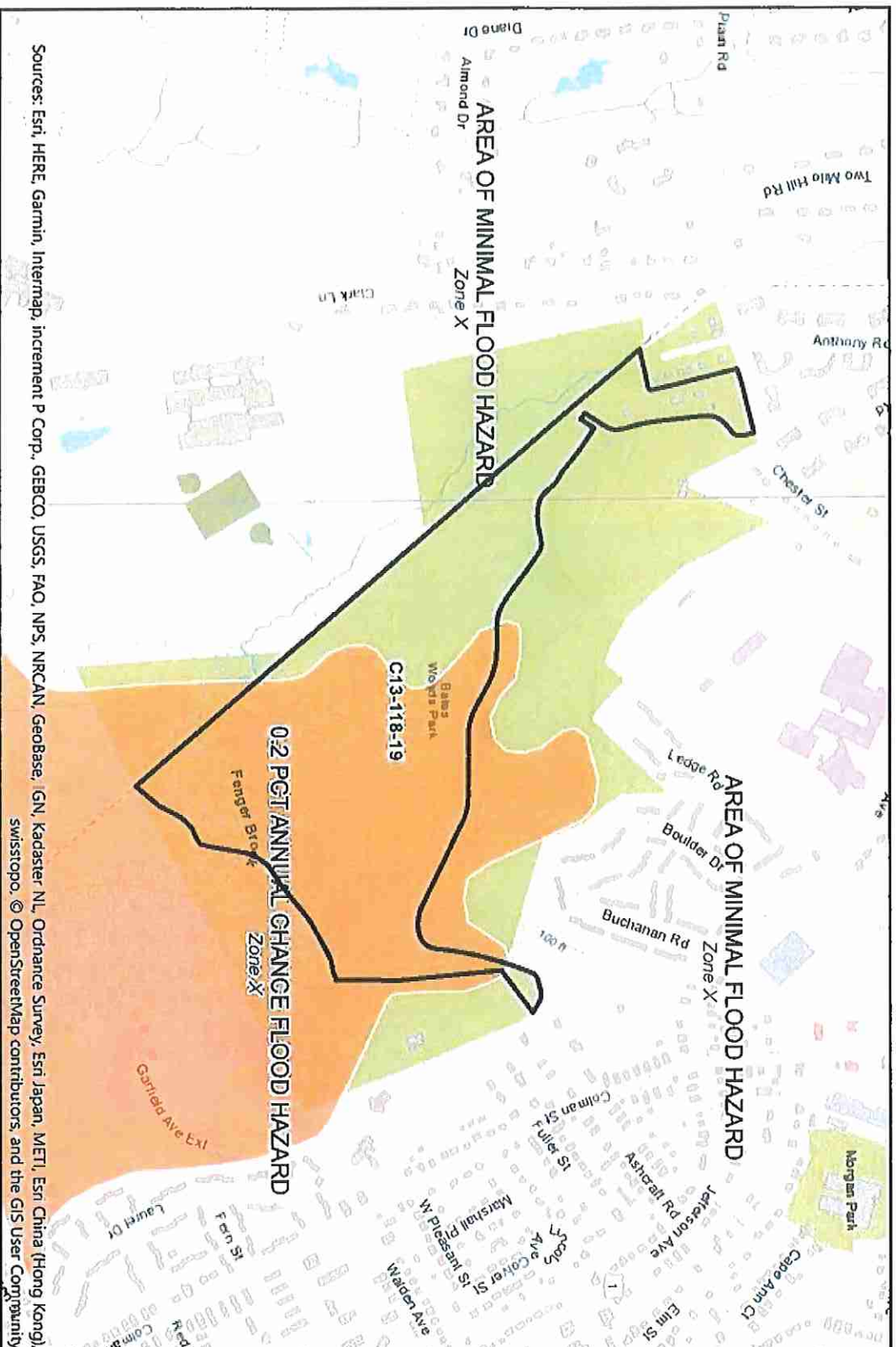


Intermittent
Water



Water
Marsh

0 250 500 750 1,000
Feet



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community



Exhibit F1 -5: FEMA Floodplains

New London Landfill

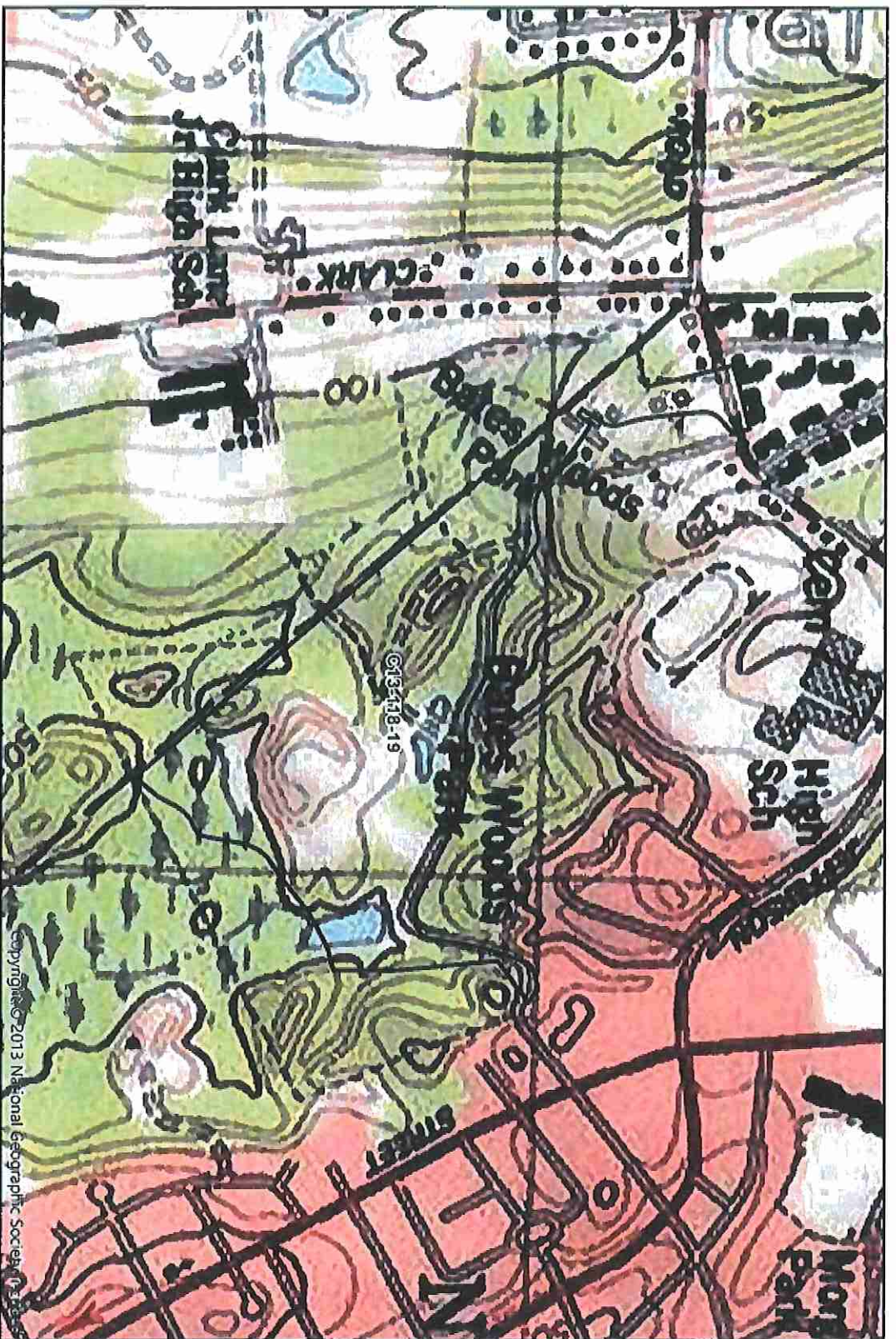
Chester St

New London, CT

0 250 500 750 1,000 Feet



- Flood Hazard Zones
- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee



CSW ENERGY

Exhibit F1 -7: Topographic

New London Landfill

Chester St

New London, CT



☐ New London Landfill Parcel

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 or 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.