BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 1: Bidders Blank

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

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

Contact Name: Peter Bay

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

Business Phone #: 802-272-6519

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

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

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

Delivery Date (when applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: Unit Price Bid

Total Amount in Figures*: Unit Price Bid

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

Use additional pages if necessary for additional bidding details.

P. J. Bay

Signature of Representative

Project Developer

Title

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

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

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

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

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

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

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

P. J. Bay
Signature of Representative

Peter Bay
Printed Name

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

Certificate Regarding Public Records

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

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

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

understanding that:

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

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

this 20th day of June 20 18.

P. J. Bay

Signature of Representative

Peter Bay

Printed Name

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

Form D1: MBE/WBE Participation Contractor Waiver Request Form

Name of Bidder: EDF Renewables Distributed Solutions, Inc.
Contract Name/Number: TBD
Bid Due Date: 6/25/18
Goals on this contract: 10 % MBE 10 % WBE
I have achieved 0 % MBE 0 % WBE
I am requesting a waiver of 10 % MBE 10 % WBE
Is the **BIDDER** certified by the State of Rhode Island Minority Business Enterprise Program ____ Yes X No
If Yes, please check the type(s) of certification and enter the Certification number immediately below:

Type of Firm: MBE ☐ WBE ☐
MBE/WBE Certification Number (MBCN#): _____ Expiration Date: _____
Did the Bidder attempt to or does the Bidder intend to subcontract any portion of the proposed work/service to a MBE/WBE? (Yes) No

If yes, how many firms were contacted? TBD **Complete the Outreach Contact form (Form E) for each firm not listed on Participation Disclosure form (Form B).**
Please note outreach has not occurred for this project yet.
What efforts have been made to secure sufficient MBE/WBE participation to meet the stated goals and/or why is your company unable to? EDF Renewables Distributed Solutions, Inc. will go out to bid for the subcontracted portions of this work. We will endeavor to solicit bids from MBE/WBE companies however, cannot guarantee which vendors we will work with at this time. Those decisions will be made on the qualifications and price of the bids received and will endeavor to hit the above targets as mentioned.

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

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

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

Signature of MBE/WBE Outreach Director*	Printed Name	Date

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

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

PROVIDENCE WATER SUPPLY BOARD

RFP for Renewable Energy Projects

Glocester Solar

JUNE 20, 2018

EDF Renewables
15445 Innovation Drive
San Diego, CA 92128
858.521.3300 | www.edf-re.com

CONFIDENTIAL & PROPRIETARY

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

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

Company Headquarters

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

Contact Information

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

EDF renewables

June 20, 2018

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

Dear Mr. Marino and Mr. DiLorenzo,

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

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

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

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

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

CORPORATE HEADQUARTERS
15445 Innovation Drive
San Diego, CA 92128
858.521.3300

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

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

RUTLAND, VT
67 Merchants Row
Rutland, VT 05701
802.295.4415

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

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

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

Sincerely,

Peter Bay
Project Developer
peter.bay@edf-re.com
802-272-6519

EDF renewables

CORPORATE HISTORY AND STRUCTURE

ABOUT EDFR DS

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

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

OUR HISTORY

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

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

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

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

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

Our team affords its clients:

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

PROJECT AWARDS

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

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

Indiana - Brownfield - 7.10 MW

PROJECT TEAM

KEY TEAM MEMBERS

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

Jamie Resor | Chief Executive Officer, Board Member
802.359.6524 jamie.resor@edf-re.com

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

Frank Griffin | Executive Vice President of Engineering & Construction
802.359.6524 **frank.griffin@edf-re.com**

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

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

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

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

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

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

ML Geffert | Vice President and General Counsel
802.359.6545 **ML.geffert@edf-re.com**

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

Myles Burnsed | Vice President of Business Development – New Markets
802.272.6112 **myles.burnsed@edf-re.com**

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

Robb Jetty | Vice President of Business Development – C&I and EPC Markets
315.283.0324 **robb.jetty@edf-re.com**

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

Peter Bay | Project Developer
802.272.6519 **Peter.Bay@edf-re.com**

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

BIDDER CONTACT INFORMATION

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

SECONDARY CONTACT INFORMATION

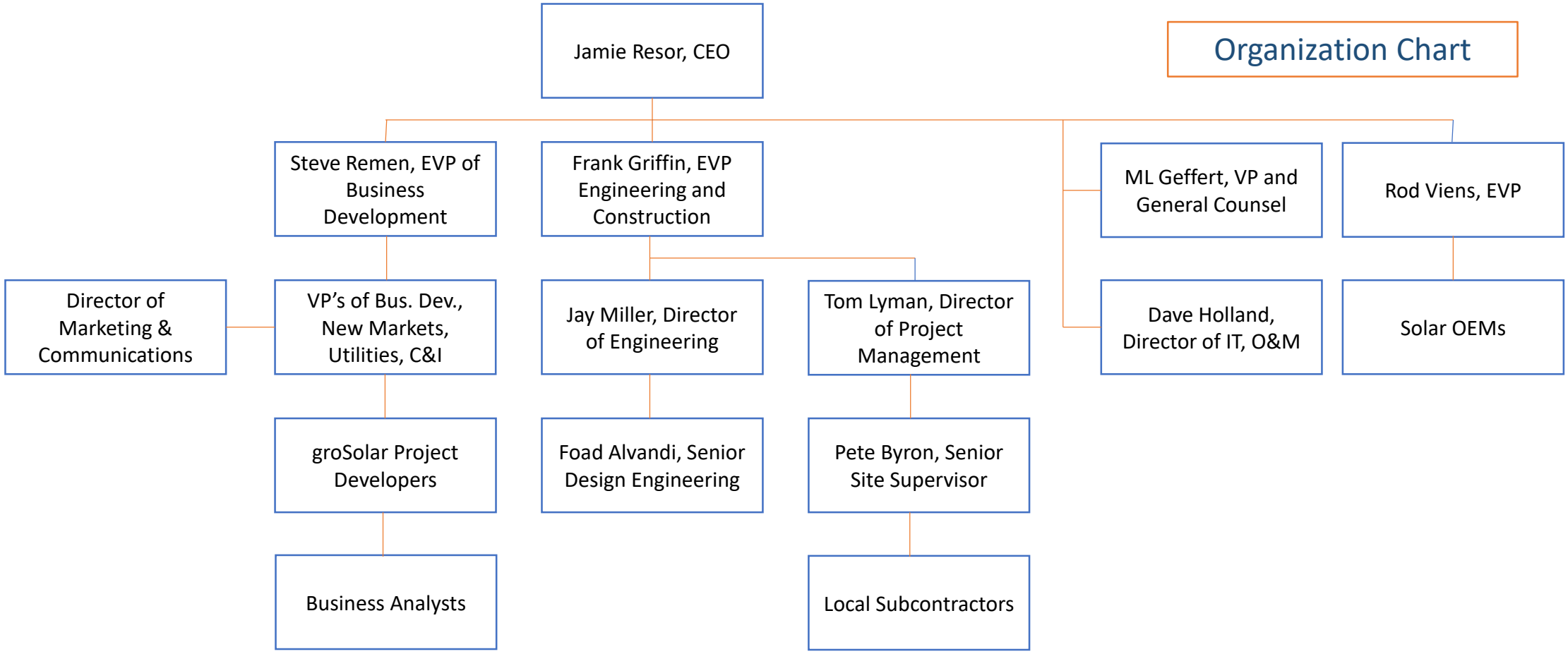
Secondary Contact	**Peter Bay**
Title	Project Developer
Address:	EDFR DS 5 Commerce Avenue West Lebanon, NH 03784
Telephone	(802) 272-6519
Email	Peter.bay@edf-re.com

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

ORGANIZATIONAL CHART

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

Organization Chart



PROJECT EXPERIENCE

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

SOLAR EXPERIENCE FOR UTILITIES

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

Vermont - Capped Landfill - 2.51 MW

SUMMARY OF EDFR DS PROJECTS FOR UTILITIES

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

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

EXPERIENCE WITH COMMERCIAL, INDUSTRIAL AND MUNICIPAL CUSTOMERS

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

Connecticut - Corporate Headquarters - 663 kW

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

EXPERIENCE AT ENVIRONMENTALLY SENSITIVE SITES

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

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

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

REFERENCES

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

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

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

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

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

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

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

PROJECT STAFFING PLAN

SUBCONTRACTORS

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

SUBCONTRACTOR SELECTION PROCESS

Our subcontractor selection process includes the following steps:

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

POTENTIAL SUBCONTRACTORS AND QUALIFICATIONS

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

ELECTRICAL CONTRACTORS

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

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

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

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

INTERSTATE ELECTRICAL SERVICES – EAST PROVIDENCE, RI

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

RACKING VENDOR & INSTALLERS

RBI SOLAR – CINCINNATI, OH

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

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

EVERGREEN SOLAR SERVICES – VIENNA, VA

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

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

CIVIL CONTRACTORS

FUSS & O'NEILL – PROVIDENCE, RI

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

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

REGIONAL PRESENCE

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

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

ABILITY TO PERFORM

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

INTERCONNECTION EXPERIENCE

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

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

FINANCIAL CAPABILITY

PROJECT FINANCE

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

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

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

CREDIT AND FINANCIAL ABILITY TO PERFORM

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

Bonding Company	Chubb
Bonding Capacity in Aggregate ($)	$50 MM

INSURANCE

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

PROJECT PROPOSAL

GLOCESTER SOLAR

Our proposed Glocester Solar Project is a fixed-tilt 4,000 kWac solar project. The project will connect to the grid via 1.41 mile three-phase line extension from Hartford Pike to Acciardo Drive. We firmly believe that this proposal optimizes the usage of the parcel from a technical perspective while deriving maximum value to the PW through the Lease Agreement.

Glocester Solar	
Nameplate Capacity	4,000 kWac / 4,996 kWdc
Module Wattage	445 W
Array Tilt Angle	20
Racking Foundation	Driven Post

DESIGN PHILOSOPHY

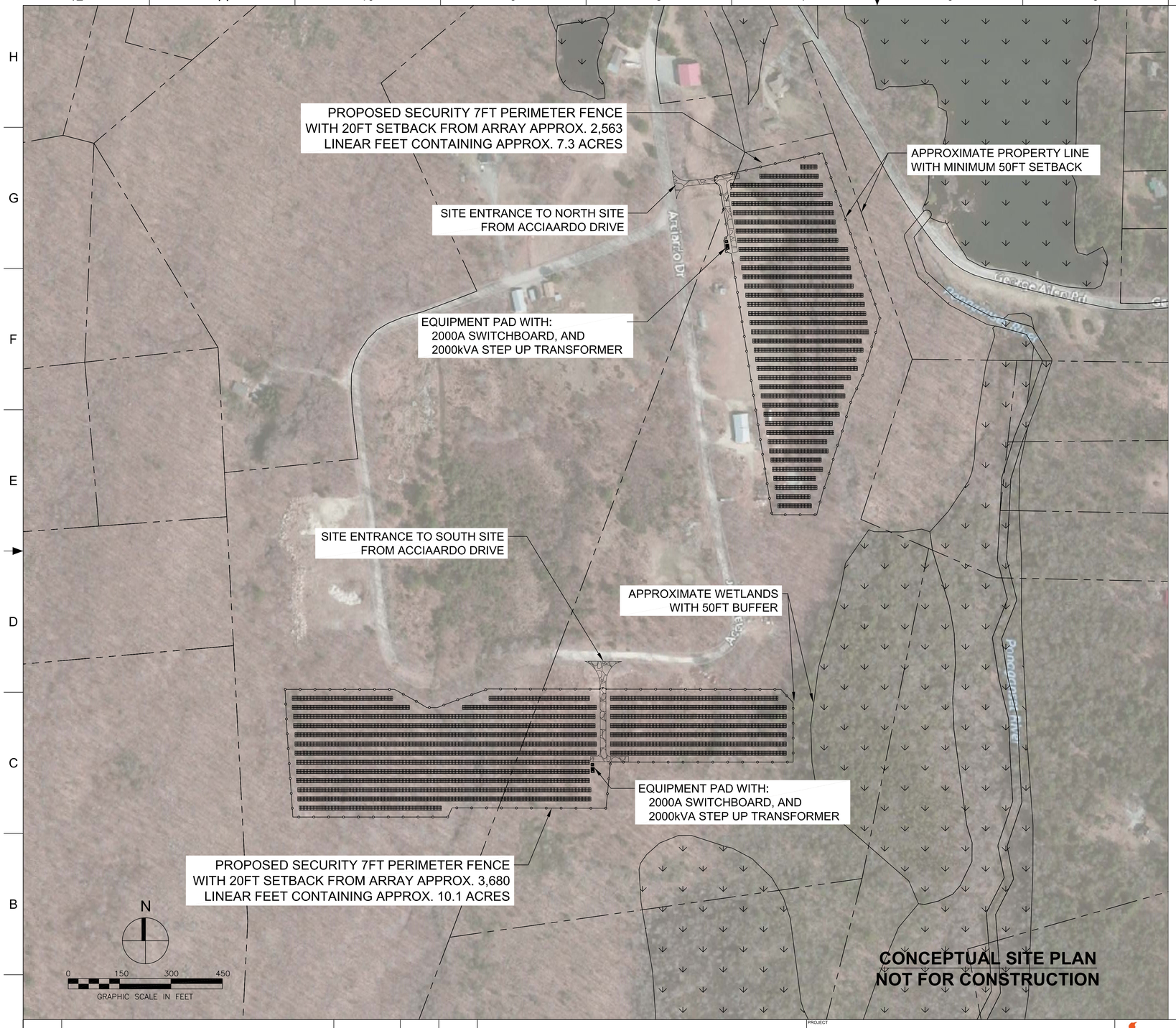
The EDFR DS engineering team leveraged our development teams' site visits and Rhode Island GIS resources to inform the conceptual layout. Our proposed layout requires limited demolition of two buildings on-site and complies with zoning district setbacks while optimizing usage of the buildable land. We have assumed that posts will be driven throughout the site, as there was not evidence of predominantly rocky subsurface conditions. Our basis of design boosts energy production through balancing the tilt of the array with a tight row spacing. Utilization of string inverters further ensures that the projects will be less prone to production losses through inverter malfunctions, as can be observed with central inverters. Please find EDFR DS' proposed conceptual site plan on the following page along with a conceptual PVSyst energy model.

PROPOSED EQUIPMENT

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

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

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



(FIXED TILT) SYSTEM SUMMARY	
AXIS AZIMUTH	180°
ARRAY TILT	25°
MODULE WATTAGE (W)	435
NUMBER OF MODULES	11,484
NUMBER OF MODULES PER STRING	6
NUMBER OF STRINGS	1,914
RATED DC POWER (kWp)	4,995.5
RATED AC POWER (kWAC)	4000

LEGEND

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

CONCEPTUALSITE PLAN
NOT FOR CONSTRUCTION

NOTES

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

REV	DESCRIPTION	DATE	RE	CHECKER
A	ISSUED FOR REVIEW	06-20-2018	ESB	AP

REVISIONS

PROJECT: RI - PROVIDENCE WATER GLOCESTER SOLAR

LOCATION: 1-15 ACCIARDO DRIVE
CHEPACHET, RI 02814

edf renewables
9175 GUILFORD ROAD, SUITE #202
COLUMBIA, MD 21046
800-374-4494
INFO@EDF-RE.COM

TITLE: CONCEPTUAL SITE PLAN

SIZE	PROJECT NUMBER	DRAWING NUMBER	REV
D	TBD	E-1	A

DATE: 06-20-2018

SCALE: 150 FT = 1 IN (ARCH D)

SHEET: 1 OF 1

Grid-Connected System: Simulation parameters

Project : **RI Providence Water Glocester Solar**

Geographical Site	**Glocester, RI**		Country	**United States**
Situation	Latitude	41.85° N	Longitude	-71.75° W
Time defined as	Legal Time	Time zone UT-5	Altitude	188 m
	Albedo	0.20		
Meteo data:	**Glocester, RI**	Solar Anywhere - TMY		

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

Simulation date 19/06/18 17h47

Simulation parameters	System type	**Building system**		
Collector Plane Orientation	Tilt	25°	Azimuth	0°
Models used	Transposition	Perez	Diffuse	Imported
Horizon	Free Horizon			
Near Shadings	Linear shadings			

PV Array Characteristics

PV module	CdTe	Model	**FS-6435A Dec2017**		
Original PVsyst database		Manufacturer	First Solar		
Number of PV modules		In series	6 modules	In parallel	1914 strings
Total number of PV modules		Nb. modules	11484	Unit Nom. Power	435 Wp
Array global power		Nominal (STC)	**4996 kWp**	At operating cond.	4593 kWp (50°C)
Array operating characteristics (50°C)		U mpp	999 V	I mpp	4595 A
Total area		Module area	**28424 m²**	Cell area	26043 m²

Inverter		Model	**XGI 1500-125 Preliminary 10-15-17**		
Custom parameters definition		Manufacturer	Yaskawa Solectria Solar		
Characteristics		Operating Voltage	860-1350 V	Unit Nom. Power	125 kWac
Inverter pack		Nb. of inverters	32 units	Total Power	4000 kWac
				Pnom ratio	1.25

PV Array loss factors

Array Soiling Losses — Loss Fraction 0.0 %

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

Thermal Loss factor	Uc (const)	29.0 W/m²K	Uv (wind)	0.0 W/m²K / m/s
Wiring Ohmic Loss	Global array res.	2.4 mOhm	Loss Fraction	1.0 % at STC
Module Quality Loss			Loss Fraction	-2.1 %
Module Mismatch Losses			Loss Fraction	0.8 % at MPP
Strings Mismatch loss			Loss Fraction	0.10 %

Incidence effect (IAM): User defined IAM profile

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

System loss factors

AC wire loss inverter to transfo	Inverter voltage	600 Vac tri		
	Wires: 3x3000.0 mm²	234 m	Loss Fraction	2.0 % at STC
External transformer	Iron loss (24H connexion)	4915 W	Loss Fraction	0.1 % at STC
	Resistive/Inductive losses	0.7 mOhm	Loss Fraction	1.0 % at STC

Grid-Connected System: Simulation parameters

User's needs : Unlimited load (grid)

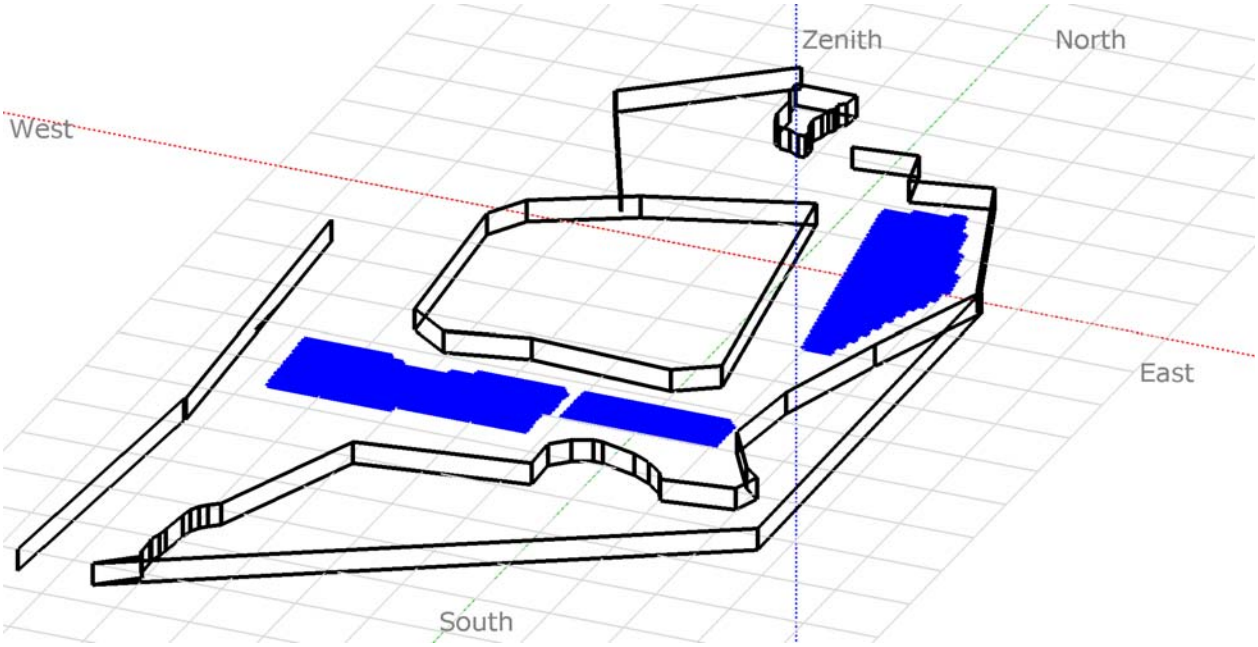
Grid-Connected System: Near shading definition

Project : **RI Providence Water Glocester Solar**

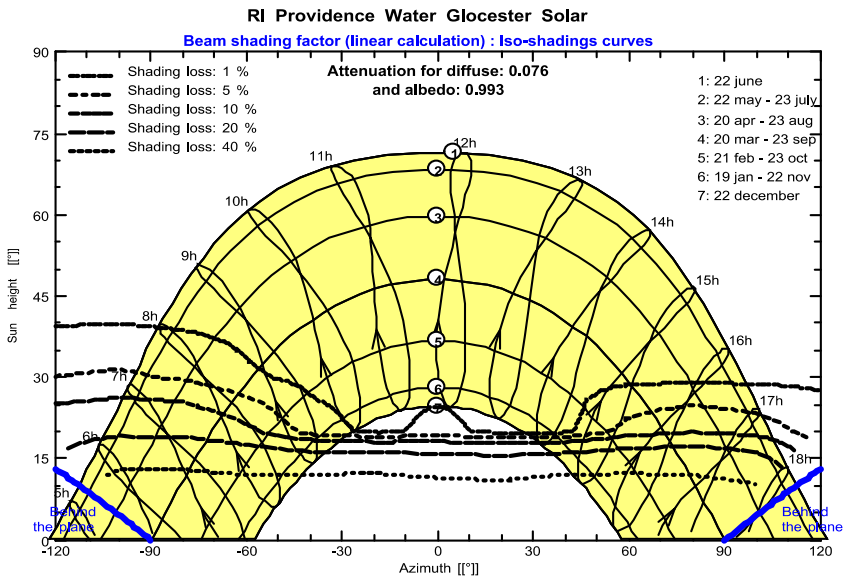
Simulation variant : **PVISheet Rev(A)**

Main system parameters	System type	**Building system**			
Near Shadings	Linear shadings				
PV Field Orientation	tilt	25°	azimuth	0°	
PV modules	Model	FS-6435A Dec2017	Pnom	435 Wp	
PV Array	Nb. of modules	11484	Pnom total	**4996 kWp**	
Inverter		XGI 1500-125 Preliminary 10-15-17	Pnom	125 kW ac	
Inverter pack	Nb. of units	32.0	Pnom total	**4000 kW ac**	
User's needs	Unlimited load (grid)				

Perspective of the PV-field and surrounding shading scene



Iso-shadings diagram



Grid-Connected System: Main results

Project : **RI Providence Water Glocester Solar**

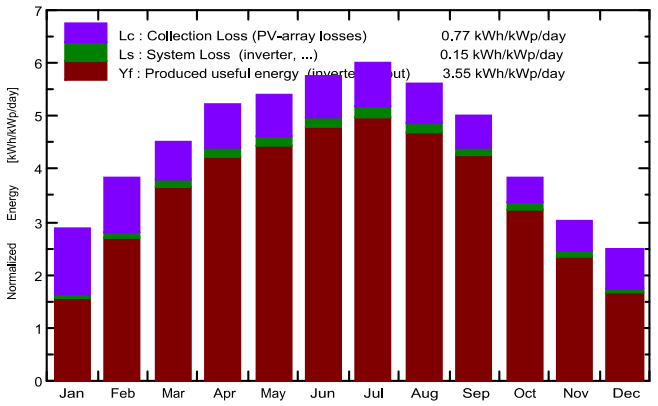
Simulation variant : **PVISheet Rev(A)**

Main system parameters	System type	**Building system**			
Near Shadings	Linear shadings				
PV Field Orientation	tilt	25°	azimuth	0°	
PV modules	Model	FS-6435A Dec2017	Pnom	435 Wp	
PV Array	Nb. of modules	11484	Pnom total	**4996 kWp**	
Inverter		XGI 1500-125 Preliminary 10-15-17	Pnom	125 kW ac	
Inverter pack	Nb. of units	32.0	Pnom total	**4000 kW ac**	
User's needs	Unlimited load (grid)				

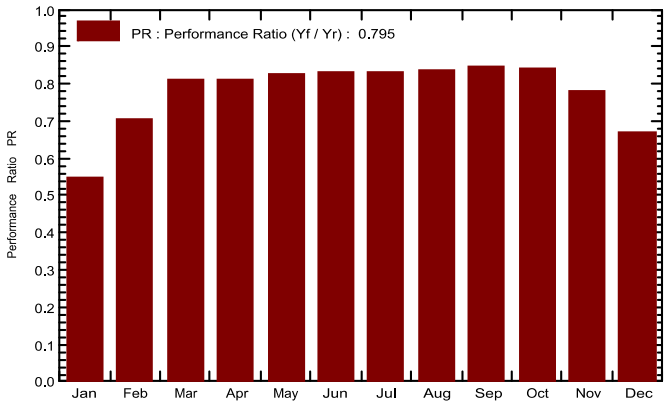
Main simulation results

System Production	**Produced Energy**	**6475 MWh/year**	Specific prod.	1296 kWh/kWp/year
	Performance Ratio PR	79.51 %		

Normalized productions (per installed kWp): Nominal power 4996 kWp



Performance Ratio PR



PVISheet Rev(A)

Balances and main results

	GlobHor kWh/m²	DiffHor kWh/m²	T Amb °C	GlobInc kWh/m²	GlobEff kWh/m²	EArray MWh	E_Grid MWh	PR
January	57.9	27.49	-7.29	89.8	50.9	257.0	245.6	0.547
February	77.0	33.86	0.67	107.0	77.8	393.4	377.4	0.706
March	116.6	59.68	-0.88	139.9	117.1	591.3	567.8	0.812
April	143.8	61.67	9.76	156.9	141.6	662.2	635.5	0.811
May	165.5	79.93	14.30	167.1	152.8	715.5	687.7	0.824
June	173.8	79.43	18.78	172.3	160.5	745.5	716.6	0.832
July	183.5	79.06	22.58	185.4	173.6	801.3	770.7	0.832
August	163.2	69.60	20.84	174.3	163.5	754.9	725.7	0.834
September	126.9	51.22	16.62	150.5	140.2	662.3	636.0	0.846
October	89.2	37.95	9.35	118.8	107.4	521.7	500.2	0.842
November	61.2	28.97	5.66	90.9	74.2	368.7	353.5	0.779
December	47.9	23.54	0.19	77.0	53.9	269.8	257.9	0.670
Year	1406.4	632.41	9.25	1630.1	1413.5	6743.3	6474.6	0.795

Legends:
- GlobHor — Horizontal global irradiation
- DiffHor — Horizontal diffuse irradiation
- T Amb — Ambient Temperature
- GlobInc — Global incident in coll. plane
- GlobEff — Effective Global, corr. for IAM and shadings
- EArray — Effective energy at the output of the array
- E_Grid — Energy injected into grid
- PR — Performance Ratio

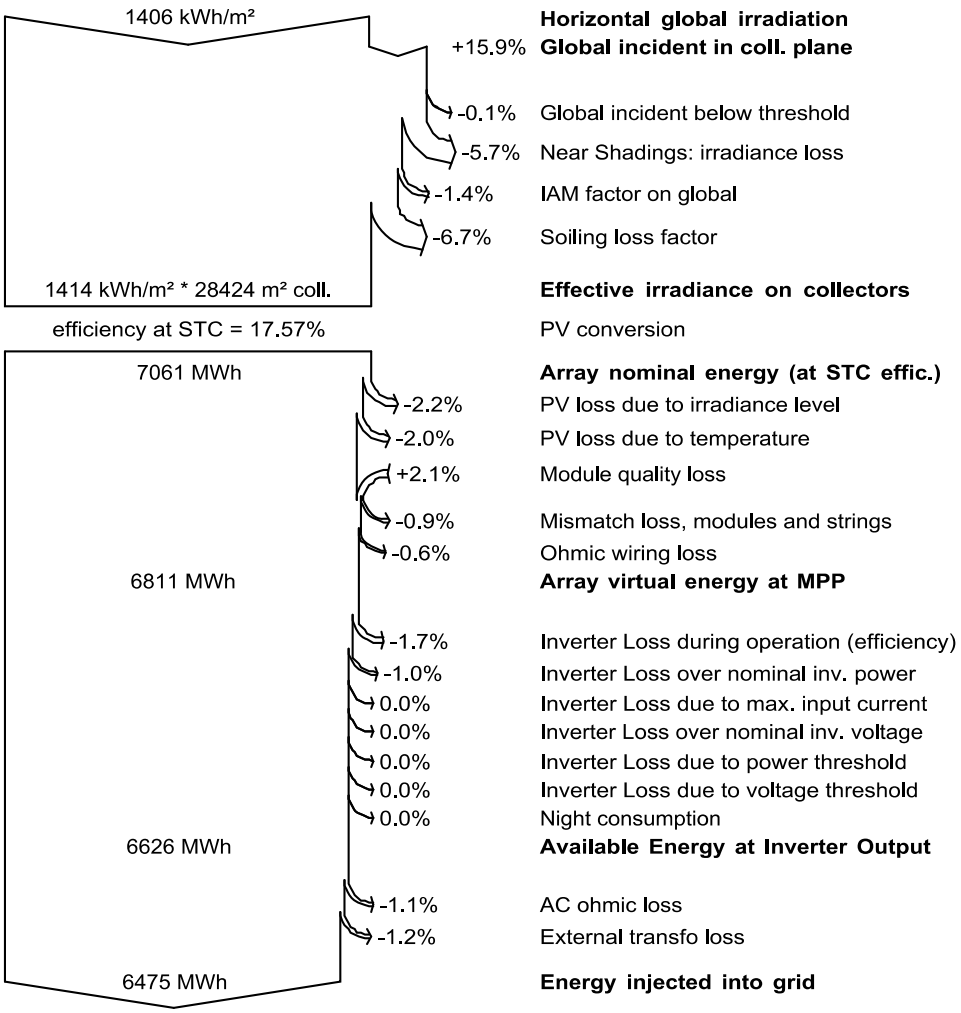
Grid-Connected System: Loss diagram

Project : **RI Providence Water Glocester Solar**

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

Main system parameters	System type	**Building system**			
Near Shadings	Linear shadings				
PV Field Orientation	tilt	25°	azimuth	0°	
PV modules	Model	FS-6435A Dec2017	Pnom	435 Wp	
PV Array	Nb. of modules	11484	Pnom total	**4996 kWp**	
Inverter		XGI 1500-125 Preliminary 10-15-17	Pnom	125 kW ac	
Inverter pack	Nb. of units	32.0	Pnom total	**4000 kW ac**	
User's needs	Unlimited load (grid)				

Loss diagram over the whole year



PERMITTING AND APPROVALS PLAN

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

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

GLOCESTER PERMITTING OUTLOOK

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

As of 6/7/18, the Town of Glocester has issued a moratorium on solar energy projects. The moratorium is to remain in effect for at least six months while town planning officials further evaluate impacts from solar project development throughout the town. While this represents a major, immediate impediment to a solar project being developed at this site, it is EDFR DS' view that the project complies with the prior solar zoning ordinance in town and will either be permissible under the forthcoming local ordinance implemented in the community by July 2019, at latest. While the project lies in the A-4 zone of town, Large Solar Installations were previously allowed via Special Use Permit in this district – a signal that the town may be open to considering projects in these areas. For this reason, EDFR DS would like to perform some initial due diligence on the project and get under Option to Lease with PW for the project while awaiting the changes to the zoning impediment. EDFR DS would, to a limited extent, participate in any local zoning ordinance stakeholder processes to guide a new ordinance being drafted by the town. Once this is accomplished and EDFR DS has confirmed the required project permits through discussions with the town, we will take the opportunity to inform the surrounding community regarding our proposal and the steps we are taking to properly permit it. We make it a point to provide stakeholders with our

contact information and encourage them to reach out to discuss any concerns or questions they may have regarding the projects in order to address those as much as possible during the development phase. We are further supported by our stellar marketing team which routinely hosts open houses to provide project information and discussion in a face to face forum with neighbors or stakeholders. We leverage our development process through to our EPC expertise on projects to demonstrate how these projects will ultimately be a huge win for the citizens of Glocester and the environment.

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

RHODE ISLAND RENEWABLE RESOURCE CLASSIFICATION

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

RI CONTRACTOR'S LICENSE

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

GENERAL OVERVIEW OF DEVELOPMENT AND CONSTRUCTION

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

MONTHS 1-2

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

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

MONTHS 3-7

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

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

MONTHS 8-14

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

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

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

1-25+ YEARS

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

PROJECT MILESTONE SCHEDULE

Please note that a rough project timeline is outlined below.

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

Systems Operations Training	Week 56	2 EDFR DS FTE/TM
Final Acceptance	Week 57	1 EDFR DS FTE

*Project hold until zoning issue resolved; project tasks to resume and follow identified durations after that date occurs. FTE= Full Time Employee; TM= Team Member

OPERATIONS AND MAINTENANCE

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

EDFR DS ASSET MANAGEMENT

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

STANDARD OPERATION AND MAINTENANCE ACTIVITIES

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

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

5	Coordinate with the Utility to safely turn off the solar system for Utility provided maintenance, repair and or replacement of utility equipment. Safely reactivate the system after Utility has completed their work and confirmed the system can be reactivated.	Annually

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

20	Inspect and clean the inside of the inverter for dirt deposits and water penetrations. Seal penetrations if found.	Annually
21	Inspect all cooling fans, test for functionality, replace if warranted.	Annually

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

34	Access drive and fence maintenance	Excluded
35	Maintenance of any Utility or Telecommunications Company equipment	Excluded
	Reporting	
36	Provide quarterly reports, each describing: • performance results of system compared to production estimates • maintenance providing during the quarter • inspection logs/reports for quarter summary of upcoming scheduled maintenance	Quarterly
37	Company shall provide to System Manager a copy of Legal Documents which may include: • Site Lease Agreement • Power Purchase Agreement Other documents required by System Manager	Prior to execution of this Agreement

PRICING PROPOSAL

OVERVIEW

On the Glocester Solar project, EDFR DS proposes to maximize the benefit to the PW through maximizing the lease value to PW assuming an REG Program enrollment at a winning bid rate. Currently, our estimate is that a $0.135/kWh bid will win an REG enrollment. If PW would like to see a higher lease rate, EDFR DS is capable of adjusting our offer to reflect that through a higher REG bid assumption however, this puts the project at risk of receiving an enrollment. EDFR DS is open to providing an index of lease rates that the PW would receive for bids of higher or lower rates, if requested. Please find a summary table for the project below:

Glocester Solar PPA Proposal	
System Size (AC/DC)	4,000 kW / 4,996 kW
Annual Energy Production (MWh)	6,475
Annual Lease Payment to Providence Water	$139,000
REG Enrollment Bid ($/kWh)	$0.135
Net Project Benefit to Providence Water	$2,780,000

FORM OF AGREEMENTS

EDFR DS has included a sample Option to Lease and Lease Agreement under Appendix E.

ELECTRICITY PRODUCTION ASSURANCE

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

REG ENROLLMENT

For the Glocester Solar facility, energy generated would be sold to National Grid under the REG Program. This 'feed-in tariff' program provides projects that are the lowest bids in their 'Class' long-term 20 year contracts to purchase the energy, capacity, and RECs for the project. EDFR DS has a successful history with this program, having obtained an enrollment for the largest solar project in the state for our Riverside Solar Partners project in Charlestown, RI at 4,999 kWdc. This project is currently under development but, delayed by local zoning challenges. EDFR DS is familiar with the enrollment requirements, process, and strategy to successfully win a Certificate of Enrollment under the program. We are confident that we can accomplish this with the Glocester Solar project. Please find a project revenue financial analysis to Providence Water provided in Appendix C.

PRICING ASSUMPTIONS AND TERMS

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

1. Retention of all energy, capacity, RECs, and ancillary service benefits by project owner
2. Full Utilization of the Federal Investment Tax Credit (ITC) and MACRs Depreciation
3. All project Interconnection Costs including system upgrades, metering, controls and relays (as necessary), and transformers covered in proposed pricing
4. No sales or use tax on equipment
5. Usage of EDFR DS' template option to lease and lease
6. Lease term of 25 years, with the ability to extend through to 35 years
7. Enrollment in the REG Program at $0.135/kWh
8. Operations and Maintenance provided by EDFR DS
9. Any sale or use tax imposed on electricity to be recovered within the REG Bid price
10. Assumed usage of areas indicated within project Conceptual Layouts
11. All Solar PV EPC and development cost
12. Zoning moratorium is lifted and replaced with new regulations favorable to the proposed project
13. Driven post racking throughout the project site
14. No adverse conditions on site including geotechnical, environmental hazards (RECs), or contamination issues
15. PILOT Payment to the Town at $20,000 per annum for the project
16. Performance and Construction Coverage bond coverage amount to be determined following further discussion with the PW – surety bond for system decommissioning included in price

APPENDIX A

CERTIFICATE OF INSURANCE

GROSOLA-01 SSIEROTA

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER License # 0757776
Newport Beach, CA - HUB International Insurance Services Inc.
4695 MacArthur Court
Suite 600
Newport Beach, CA 92660

CONTACT NAME:
PHONE (A/C, No, Ext): (949) 623-3980 FAX (A/C, No): (949) 891-0407
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Fire Insurance Company	10030
INSURER B : ACE American Insurance Company	22667
INSURER C : Indemnity Insurance Company of NA	43575
INSURER D : AIG Specialty Insurance Company	26883
INSURER E : Steadfast Insurance Company	26387
INSURER F :	

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: GROSOLA-01 SSIEROTA

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

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

ADDITIONAL REMARKS SCHEDULE

ADDITIONAL REMARKS

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

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

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

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

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

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

Retention (SIR): $100,000 Each Claim

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

APPENDIX B

EQUIPMENT CUT SHEETS

RBI SOLAR

Solar Mounting Systems

GROUND MOUNT

DESIGN ENGINEERING MANUFACTURING INSTALLATION

www.rbisolar.com

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

Features & Benefits

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

RBI Solar Background

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

Engineered Foundation Options

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

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

Installation Services

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

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

Technical Specifications

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

Contact Us 5513 Vine Street Cincinnati, OH 45217 | **www.rbisolar.com** *call* 513.242.2051 *email* **info@rbisolar.com**

SINGLE SOURCE PROVIDER

DESIGN

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

ENGINEERING

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

MANUFACTURING

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

INSTALLATION

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

GROUND MOUNT • ROOF MOUNT • SPECIALTY STRUCTURES • LANDFILL

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

www.rbisolar.com

RBI SOLAR

First Solar Series 6™

NEXT GENERATION THIN FILM SOLAR TECHNOLOGY

MODULE DATASHEET

HIGH-POWER PV MODULES

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

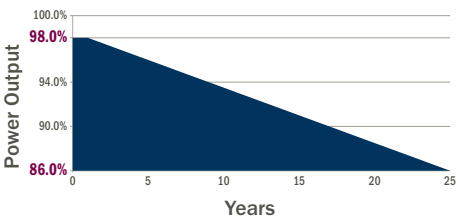
420-445 Watts

17%+ Efficiency

INDUSTRY-LEADING MODULE WARRANTY[1]

98% WARRANTY START POINT

0.5% WARRANTED ANNUAL DEGRADATION RATE



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

MORE ENERGY PER MODULE

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

INNOVATIVE MODULE DESIGN

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

PROVEN LONG-TERM RELIABILITY

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

BEST ENVIRONMENTAL PROFILE

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

FIRST SOLAR SERIES 6™

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

NOMINAL VALUES		FS-6420 FS-6420A	FS-6425 FS-6425A	FS-6430 FS-6430A	FS-6435 FS-6435A	FS-6440 FS-6440A	FS-6445 FS-6445A
Nominal Power[3] (-0/+5%)	P_{MAX} (W)	420.0	425.0	430.0	435.0	440.0	445.0
Efficiency (%)	%	17.0	17.2	17.4	17.6	17.8	18.0
Voltage at P_{MAX}	V_{MAX} (V)	180.4	181.5	182.6	183.6	184.7	185.7
Current at P_{MAX}	I_{MAX} (A)	2.33	2.34	2.36	2.37	2.38	2.40
Open Circuit Voltage	V_{OC} (V)	218.5	218.9	219.2	219.6	220.0	220.4
Short Circuit Current	I_{SC} (A)	2.54	2.54	2.54	2.55	2.55	2.56
Maximum System Voltage	V_{SYS} (V)	1500[5]					
Limiting Reverse Current	I_R (A)	6.0					
Maximum Series Fuse	I_{CF} (A)	6.0					
RATINGS AT NOMINAL OPERATING CELL TEMPERATURE OF 45°C (800W/m², 20°C air temperature, AM 1.5, 1m/s wind speed)[2]							
Nominal Power	P_{MAX} (W)	317.2	320.9	324.7	328.5	332.4	336.0
Voltage at P_{MAX}	V_{MAX} (V)	168.7	169.8	170.9	172.0	173.1	174.1
Current at P_{MAX}	I_{MAX} (A)	1.88	1.89	1.90	1.91	1.92	1.93
Open Circuit Voltage	V_{OC} (V)	206.3	206.6	207.0	207.3	207.7	208.0
Short Circuit Current	I_{SC} (A)	2.04	2.05	2.05	2.06	2.06	2.06

TEMPERATURE CHARACTERISTICS

Module Operating Temperature Range	(°C)	-40 to +85
Temperature Coefficient of P_{MAX}	T_K (P_{MAX})	-0.32%/°C [Temperature Range: 25°C to 75°C]
Temperature Coefficient of V_{OC}	T_K (V_{OC})	-0.28%/°C
Temperature Coefficient of I_{SC}	T_K (I_{SC})	+0.04%/°C

MECHANICAL DESCRIPTION

Length	2009mm
Width	1232mm
Thickness	48.5mm
Area	2.47m²
Module Weight	35kg
Leadwire[6]	2.5mm², 720mm (+) & Bulkhead (-)
Connectors	MC4-EVO 2
Bypass Diode	N/A
Cell Type	Thin film CdTe semiconductor, up to 264 cells
Frame Material	Anodized Aluminum
Front Glass	2.8mm heat strengthened Series 6A™ includes anti-reflective coating
Back Glass	2.2mm heat strengthened
Encapsulation	Laminate material with edge seal
Frame to Glass Adhesive	Silicone
Wind Load[7]	2400Pa
Snow Load[7]	5400Pa

PACKAGING INFORMATION

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

CERTIFICATIONS AND TESTS[4]

IEC

61215 & 61730 1500V[5], CE
61701 Salt Mist Corrosion
60068-2-68 Dust and Sand Resistance

UL

UL 1703 1500V Listed[5]

REGIONAL CERTIFICATIONS

CSI Eligible
FSEC
MCS
CEC Australia
JET
SII
InMetro

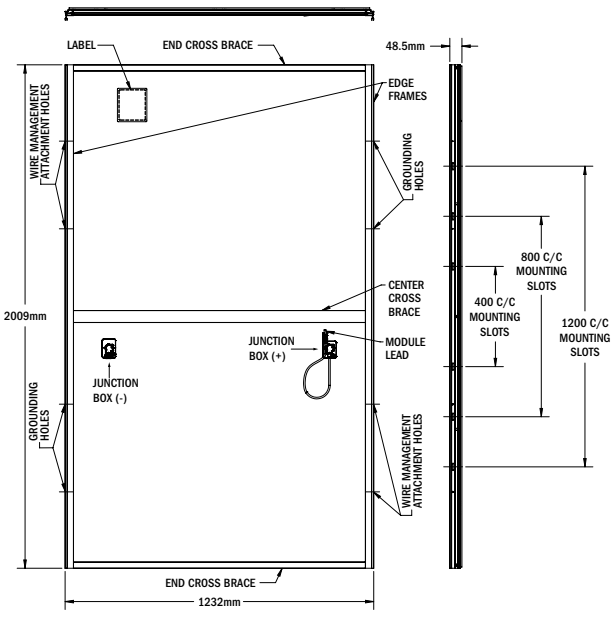
EXTENDED DURABILITY TESTS

Long-Term Sequential Thresher Test
PID Resistant

QUALITY & EHS

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

MECHANICAL DRAWING



Install in portrait only

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

YASKAWA

SOLECTRIA XGI 1500

Premium 3-Ph Transformerless Utility-Scale Inverters

Features

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

Options

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

MADE IN THE USA

With U.S. and Global Components

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

SOLECTRIA SOLAR

SOLECTRIA XGI 1500

Specifications

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

Specifications subject to change.

SOLECTRIA SOLAR

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

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

DOCR-070730-F | March 2018

YASKAWA

APPENDIX C

PROJECT BENEFIT ANALYSIS

Glocester Solar Lease Revenues

Year	**Lease Value**	
1	$	139,000
2	$	139,000
3	$	139,000
4	$	139,000
5	$	139,000
6	$	139,000
7	$	139,000
8	$	139,000
9	$	139,000
10	$	139,000
11	$	139,000
12	$	139,000
13	$	139,000
14	$	139,000
15	$	139,000
16	$	139,000
17	$	139,000
18	$	139,000
19	$	139,000
20	$	139,000
Total	$	2,780,000

APPENDIX D

PROPOSED OPTION TO LEASE AND LEASE

OPTION TO LEASE AGREEMENT

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

Signature Page follows.

SIGNATURE PAGE TO OPTION TO LEASE AGREEMENT

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

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

_____
Name of Optionor

By:_____
Name:_____
Title:_____
Duly Authorized

EDF Renewables Distributed Solutions, Inc.

By:_____
Name:_____
Title:_____
Duly Authorized

_____
Name of Optionor

By:_____
Name:_____
Title:_____
Duly Authorized

EXHIBIT A

Subject Property

The address of the Subject Property is:

The Subject Property is further described as:

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

EXHIBIT B

Terms and Conditions
to
Option to Lease Agreement

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

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

   a. ***Option.*** Optionor hereby grants to the Option Holder an exclusive option to lease ("**Option**") from Optionor pursuant to a lease (the "**Lease**") for the area of the Subject Property designated as the "Leased Premises", which Lease shall conform with the provisions of this Agreement and which otherwise shall be in the form and substance agreed by Optionor and Option Holder. Optionor and Option Holder will negotiate the terms and provisions of the Lease, consistent with the requirements of this Agreement, with the intention of agreeing on a form of Lease prior to the final Due Date.

   b. ***Restrictions.*** During the Option Term, (i) Optionor will not extend to any person, other than Option Holder, its successors, or assigns, any right to lease, acquire, option, control, or use the Subject Property that would interfere with the Option, and (ii) will not enter into any new agreement, commitment, or arrangement that provides ownership, occupancy, or control rights with respect to the Subject Property to any person, other than Option Holder or its successors or assigns, that would interfere with the rights or obligations of the parties under this Agreement. Notwithstanding the foregoing, during the Option Term, Optionor may enter into farming, hunting, timber, or apiary leases with third parties with respect to the Subject Property, provided that any such third party leases shall be terminable by Optionor on no more than thirty (30) days' notice to the tenants and sub-tenants thereunder and provided further that Optionor agrees to terminate or amend to exclude, upon or before the applicable Lease Start Date (defined below), any portion of said third-party leases that affect the contemplated use of the Leased Premises pursuant to the Lease.

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

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

4. **Exercise of the Option**. The Option Holder may exercise its Option hereunder by delivering to Optionor, at any time during the Option Term prior to the Termination Date, written notice of exercise, which notice shall include a description of the tract or tracts Option Holder is exercising its right to lease (i.e. the Leased Premises) (the "**Option Notice**"). Not later than five (5) business days after Optionor's receipt of the Option Notice, Option Holder shall execute and acknowledge a copy of the Lease and a memorandum of lease in recordable form ("**Memorandum of Lease**") with the legal description of the Leased Premises set forth in the Option Notice attached to each and deliver same to Optionor. Not later than fourteen (14) business after receipt of Option Holder's executed Lease and Memorandum of Lease, Optionor shall execute and acknowledge same and deliver fully executed counterparts of each to Option Holder. The Lease shall be effective on the date on which the last of the Parties executes the Lease, which shall not be later than thirty (30) business days following the date of the Option Notice.

5. **Lease Provisions.** During the Option Term the Optionor and the Option Holder will exercise good faith, commercially reasonable efforts to negotiate and draft a Lease that includes mutually agreed terms and provisions; provided, however, that, except as set forth on **Attachment B-2,** each of Option Holder and Optionor shall not object to the inclusion of the following provisions in the Lease:

   a. ***Use of Leased Premises.*** The following uses shall be permitted on the Leased Premises pursuant to the Lease: the development, permitting, staging, construction, interconnection, operation, maintenance, replacement, and removal of a solar photovoltaic electricity generating facility together with related improvements, one or more substations, transmission poles as necessary or useful to such facilities (collectively, the "**System**"). The System shall be the Tenant's personal property and shall not be or be deemed a fixture or part of any real property.

   b. ***Leased Premises.*** The exact location and size of the Leased Premises shall be as agreed in writing, by Landlord and Tenant.

   c. ***Lease Fee***.

      i. *Lease Fee*. In consideration of the lease of the Leased Premises, commencing the Lease Start Date (defined below) and through the last day of the Lease Term (defined below), the Tenant shall pay to Landlord an annual lease fee (the "**Lease Fee") as** set forth on **Attachment B-1**, with different Lease Fee levels applicable based on whether the Lease Fee is due prior to, or after, the Commercial Operation Date (defined below).

      ii. *Payment*. Except as set forth on **Attachment B-1**, the Lease Fee shall be payable: (A) monthly in advance, prior to the Commercial Operation Date, on the Effective Date and the first day of each calendar month thereafter through the Commercial Operation Date, and subject to proration for less than full calendar months; and (B) from and after the Commercial Operation Date, annually in advance on the Commercial Operation Date and on each anniversary of the Commercial Operation Date during the Lease Term, subject to proration if the Lease Term does not end on an anniversary of the Commercial Operation Date.

      iii. "*Commercial Operation Date*" means the date when, in Tenant's sole discretion, the System is ready to generate electricity and has received all approvals and consents from the interconnecting utility to operate.

   d. ***Lease Term***. The Lease shall be effective from the date the Lease first is executed and delivered by the Landlord and Tenant ("**Lease Start Date**") through the twenty-fifth (25^{th}) anniversary of the Commercial Operation Date, subject to extension at the option of the Tenant for up to two (2) extension

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

e. ***Removal Period***. There shall be a "**Removal Period**" commencing on the last day of the Lease Term and ending on the date the System is removed from the Leased Premises or, if earlier, the 270th day after the last day of the Lease Term. During the Removal Period, on condition that Tenant pays Landlord a prorated Lease Fee based on the total days included in the Removal Period, Tenant shall have the right to access and use the Leased Premises solely for the purpose of removing the System from the Leased Premises.

f. ***Easements***. As a material condition to the Tenant's obligations under the Lease, as of the Lease Start Date, Landlord shall grant to Tenant and Tenant's assignees, the following irrevocable, fully-paid easements and rights of ways ("**Easements**") over the Landlord's property (including the Subject Property and any adjacent parcels owned or controlled by Landlord), with the location of each Easement to be determined upon final site plan approval, and with the duration of the Easements to be at least co-extensive with the Lease Term, including any extensions, with certain Easements being perpetual:

i. *Construction and Maintenance Easement*. A temporary construction and access easement in, upon, over, along, above, and under a portion of Landlord's property abutting the Leased Premises as necessary for Tenant and its agents and subcontractors to access the Leased Premises and to construct, maintain, operate, and remove the System thereon. This Easement shall continue through the last day of any Removal Period.

ii. *Utility Interconnection Easements*. An Easement in favor of Tenant and an Easement in favor of the local utility for the installation, operation, maintenance, repair and replacement of utility lines and connections in, upon, over, along, above, and under Landlord's property, as are necessary for the operation of the System. The interconnection Easement in favor of the local utility shall be perpetual, and shall include such other terms as may be required by the local utility.

iii. *Ingress and Egress*. An Easement for access to the Leased Premises suitable for vehicular travel associated with construction, operation, maintenance, and removal of the System upon, over, along, and under a portion of Landlord's property abutting the Leased Premises through to a suitable public right of way. This Easement shall continue through the last day of the Removal Period.

iv. *Solar*. An easement restricting placement of buildings or structures or placement or growth of vegetation (including trees) on all or any portion of the Landlord's property that would impair the passage of sunlight onto the System on the Leased Premises.

g. Removal of Tenant's Components.

i. *Removal by Tenant*. Prior to the last day of any Removal Period, Tenant will remove the System, including any foundations to a depth of at least three (3) feet.

ii. *Removal by Landlord*. If Tenant fails to remove any of the System as provided in subclause 5.g.i by the last day of the Removal Period, Landlord may remove the System from the Premises and dispose of the System in Landlord's sole discretion. If Landlord removes such System at Landlord's

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

h. ***Tenant's Liability***. Tenant assumes sole responsibility and liability to all persons and authorities related to Tenant's possession, occupancy, and use of the Leased Premises and will defend, indemnify, and hold Landlord harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Premises, excluding claims of liability or damage to person or property to the extent due to Landlord or Landlord's use of the Leased Premises, or related to claims occurring prior to the Lease Term.

i. ***Insurance***. At all times during the Lease Term and throughout any Removal Period, Landlord and Tenant shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each with the premiums thereon fully paid on or before due date, affording minimum protection of not less than $1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.

j. ***Taxes*.** All real property taxes and assessments with respect to the Leased Premises shall be the responsibility of, and shall be paid when due by, the Landlord. Tenant shall be responsible for, and shall pay when due, all personal property taxes imposed or assessed with respect to the Tenant's improvements on the Leased Premises, including the System.

6. **Removal of Improvements.** If Optionor permits Option Holder to make or construct improvements or place equipment in, upon, over, along, above, or under the Subject Property and no Lease is entered into between the Parties, Option Holder, at its sole cost and expense, will remove any improvements or equipment it placed in, upon, over, along, above, and under the Subject Property and repair any damage caused by it to as close to the same condition as the Subject Property was in prior to the making or construction of such improvements or placement of any such equipment on the Subject Property.

7. **Due Diligence; Permitting.** Optionor grants to Option Holder and its employees, consultants, agents, and subcontractors, during the Option Term at reasonable times and upon reasonable notice, access to the Subject Property, including the Leased Premises, for the purpose of conducting such investigation and diligence of the Subject Property, including the Leased Premises, as Option Holder deems necessary, including, but not limited to, inspections, structural analysis, surveys, geotechnical testing, and inspection, review, and testing to determine environmental conditions. All tests, inspections, analyses, surveys, inspections, investigations or reviews shall be conducted by parties qualified and, where applicable, licensed to conduct such tests, inspections, analyses, surveys, inspections, or reviews. In addition, during the Option Term, at Option Holder's cost and expense, Optionor, will execute, deliver, file, and submit permit applications for, and will provide commercially reasonable cooperation to Option Holder with respect to the procurement of, permits and approvals from governmental authorities or local utilities necessary or appropriate to Option Holder's proposed use of the Leased Premises pursuant to the Lease. Option Holder shall pay the costs of all tests, inspections, analyses, surveys, inspections, investigations or reviews, permit applications, supporting submissions, and undertake the due diligence, attendance at meetings of permitting authorities, and related activities at its sole cost and expense. **Attachment B-2** may grant to Option Holder additional use and access rights during the Option Term.

8. **Confidentiality.** For a period of two years after the Option Term and during any Lease Term, as applicable (the "**Confidentiality Term**"), neither Optionor nor Option Holder (each, a "**Receiving Party**") will disclose or use, except as required to perform or enforce this Agreement or the Lease, any "Confidential Information" (defined below) of the other party (a "**Disclosing Party**"). A Receiving Party may provide the

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

9. **Assignment.** Option Holder has the right to assign this Agreement or any right of Option Holder under this Agreement (including the Option Holder's rights to enter into the Lease) to any other person, effective upon written notice received by Optionor and without the consent of the Optionor. This Agreement and all rights and obligations of Optionor hereunder shall be assigned and delegated by Optionor to the successor-in-interest of Optionor, if any, in and to the ownership of the Subject Property. On the effective date of such assignment, the assignee shall accept and succeed to all of the Optionor's rights and obligations under this Agreement.

10. **Notices.** Any notices or communication required or contemplated hereunder shall be made in writing and transmitted electronically, in person, via an established overnight courier (e.g. FedEx, DHL, or UPS), or by first-class mail, addressed as provided on the Cover Page:

11. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state or commonwealth where the Subject Property is located, without regards to principles of conflicts of laws thereof.

12. **Exhibits; Attachments.** All Exhibits and Attachments attached hereto are an integral part of this Agreement and are incorporated herein by reference.

13. **No Rights or Obligations to Third Parties.** Except as otherwise expressly provided in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties to, any person or entity other than Optionor and Option Holder.

14. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE SUBJECT PROPERTY OR ARISING OUT OF THIS AGREEMENT OR THE LEASE.

15. **Further Assurances.** Each of the Optionor and the Option Holder agree to provide such information, execute and deliver any instruments and documents, and to take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

16. **Cure Period.** Each of the Optionor and Option Holder may cure any failure to pay any payment due under this Agreement by tendering the payment due no later than 10 days after the applicable due date. Similarly, each of the Optionor and the Option Holder shall have the right to cure any default or breach of this Agreement if such cure is effected before the earlier to occur of: (a) 30 days after such breach or default occurs; or (b) 15 days following receipt by such party from the non-breaching party of notice of such party's breach or default.

17. **Additional Provisions**. Any provisions of this Agreement in addition to those set forth on the Cover Page, the Signature Page, or any Exhibit to this Agreement are as set forth on **Attachment B-2**.

ATTACHMENT B-1

LEASE FEE

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

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

ATTACHMENT B-2

Additional Terms and Conditions

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

LEASE AGREEMENT

[_____] [___], 20[___]

TABLE OF CONTENTS

LEASE AGREEMENT

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

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

ARTICLE 1. DEFINITIONS AND INTERPRETATIONS

§ 1.1 Definitions

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

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

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

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

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

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

(g) **"Default**" shall have the meaning set forth in § 12.1.1.

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

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

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

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

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

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

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

(n) "**Good Industry Practice**" means the practices, methods and acts engaged in or approved by a significant portion of the electric generation industry, or the electric industry, as applicable, during the relevant time period and with respect to the operation and maintenance of generating equipment similar in size and technology to the Solar Facility that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition. "Good Industry Practice" is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(nn) "**Utility"** means [_____].

ARTICLE 2. LEASED PREMISES

§ 2.1 Lease of Leased Premises for Solar Energy Purposes

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

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

(b) For purposes of this Lease, "solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

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

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

§ 2.2 Access Easement

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

§ 2.3 Interconnection Easements

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

§ 2.4 Solar Easement

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

§ 2.4.1 Open Access to Sun.

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

§ 2.4.2 Owner Improvements.

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

§ 2.4.3 Purchase of Additional Property.

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

§ 2.4.4 No Interference.

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

§ 2.5 Stormwater Drainage.

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

ARTICLE 3. LEASE TERM

§ 3.1 Term

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

§ 3.1.1 Development and Construction Period

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

§ 3.1.2 Operating Term

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

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

§ 3.1.3 Renewal Term

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

§ 3.2 Termination

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

(a) The termination of this Lease prior to the Commercial Operation Date as set forth in **§ 3.1**; or

(b) The written agreement of the Parties to terminate this Lease, in which event the effective date of termination will be as agreed by the Parties; or

(c) A Default (as defined below) of this Lease by either party and the election of the non-breaching party to terminate the Lease pursuant to **ARTICLE 12**.

§ 3.3 Survival of Covenants

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

ARTICLE 4. LEASE FEE

§ 4.1 Payments

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

§ 4.2 Taxes and Assessment

§ 4.2.1 Owner Taxes and Assessments.

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

§ 4.2.2 Project Company Taxes and Assessments.

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

§ 4.2.3 Tax Contest.

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

§ 4.3 Brokerage Fee.

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

ARTICLE 5. DUE DILIGENCE

§ 5.1 Early Termination

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

§ 5.2 Due Diligence Review

§ 5.2.1

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

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

§ 5.2.2

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

§ 5.2.3

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

§ 5.3 Notice of Unacceptable Due Diligence Items

§ 5.3.1

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

§ 5.3.2

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

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

§ 6.1 Conditions Precedent to Commencement of Construction

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

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

(b) If applicable, Owner's delivery of a Remediation Agreement pursuant to **§ 5.3** to address and/or remedy any Unacceptable Due Diligence Items as further set forth in **§ 5.3**, and, if any Recognized Environmental Conditions addressed by the Remediation Agreement materially makes infeasible the Commencement of Construction, then the mitigation, removal and/or remediation of the Recognized Environmental Conditions to the extent Commencement of Construction becomes feasible;

(c) There shall be no conditions, encumbrances, or any other limitations affecting the Leased Premises that would unreasonably interfere with the Planned Use or quiet enjoyment of the Leased Premises by Project Company;

(d) Receipt of all required Governmental Approvals required by any Governmental Authorities for the Planned Use of the Leased Premises and the Solar Facility by Project Company, including any land-use or environmental permits or approvals, including final, non-appealable certificates, permits, licenses, and other approvals;

(e) Approval of (i) this Lease and (ii) the Construction Agreement (if any) for the Solar Facility by the Financing Parties;

(f) Execution of all necessary agreements with the Utility for interconnection of the Solar Facility to the Utility's electric distribution system; and

(g) Execution, delivery, and recording of any easements, including any Interconnection Easements in favor of the Utility as required for interconnection of the Solar Facility.

§ 6.2 Condition Satisfaction Date

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

§ 6.3 Construction Period; Construction

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

§ 6.4 Permitted Use

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

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

§ 6.5 Lay-Down Area(s)

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

ARTICLE 7. PROJECT COMPANY'S COVENANTS

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

§ 7.1 Mechanics Liens

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

§ 7.2 Permits and Laws

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

§ 7.3 Project Company Improvements

§ 7.3.1 Ownership of Solar Facility and Nature of Property.

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

§ 7.4 Removal of Improvements of Project Company

§ 7.4.1 Removal by Project Company.

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

§ 7.4.2 Removal by Owner.

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

§ 7.5 Insurance

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

§ 7.6 Gates and Fences

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

ARTICLE 8. OWNER COVENANTS

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

§ 8.1 Title and Authority

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

§ 8.2 Cooperation to Eliminate Lien Interference

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

§ 8.3 Governmental Approvals

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

§ 8.4 Quiet Enjoyment

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

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

§ 8.5 Exclusivity

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

§ 8.6 Responsibility to Maintain

§ 8.6.1 Responsibility of Project Company to Maintain.

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

§ 8.6.2 Owner's Responsibility to Maintain

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

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

§ 8.7 Environmental Matters

§ 8.7.1 Project Company

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

§ 8.7.2 Owner

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

§ 8.8 Access by Owner to the Leased Premises

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

ARTICLE 9. INDEMNIFICATION; INSURANCE; DAMAGE

§ 9.1 Liability of Project Company

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

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

§ 9.2 Owner's Liability

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

§ 9.3 Insurance

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

§ 9.4 Damage or Destruction

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

ARTICLE 10. ASSIGNMENT

§ 10.1 General Assignment

§ 10.1.1 General Limitation on Assignment.

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

§ 10.1.2 Exceptions.

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

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

§ 10.2 Collateral Assignment

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

ARTICLE 11. FINANCING ARRANGEMENTS; MORTGAGE

§ 11.1 Financing Arrangements

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

(a) Consent to Collateral Assignment. Owner hereby consents to both of the sale of the Solar Facility to a Financing Party and the collateral assignment to the Financing Party of the right, title and interest of Project Company in and to this Agreement;

(b) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(1) Step-In Rights. The Financing Party, as owner of the Solar Facility, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Project Company, any and all rights and remedies of Project Company under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Solar Facility;

(2) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Project Company thereunder or cause to be cured any default of Project Company thereunder in the time and manner provided by the terms of this

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

(3) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Solar Facility by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Project Company to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to Owner of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement provided, however, that any transferee or assignee shall have experience operating solar energy facilities similar to the Solar Facility;

(4) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Project Company under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Owner shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(c) Right to Cure.

(1) Cure Period. Owner will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Project Company default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(2) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of the assets of Project Company and shall, within the time periods described in § 11.1(3)(a) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third Person, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

§ 11.2 Financing Party a Third Party Beneficiary

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

§ 11.3 Subordination and Non-Disturbance.

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

ARTICLE 12. DEFAULT

§ 12.1 Events of Default

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

§ 12.1.1 Monetary Default

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

§ 12.1.2 Nonmonetary Default

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

§ 12.2 Remedies

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

§ 12.2.1 Termination

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

§ 12.2.2 Specific Performance

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

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

§ 12.3 Damages

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

ARTICLE 13. MISCELLANEOUS

§ 13.1 Notices

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

If to Owner:

_____

If to Project Company:

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

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

§ 13.2 Cooperation

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

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

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

§ 13.3 Confidentiality

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

§ 13.4 Choice of Law

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

§ 13.5 Arbitration and Attorneys' Fees

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

§ 13.6 Parties Bound

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

§ 13.7 Severability

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

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

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

§ 13.9 Recording

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

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

Owner:	**Project Company:** **[_____]**
Signature: _____	Signature: _____
Signature: _____	Printed Name: _____
STATE OF _____ COUNTY OF _____, SS.	Title: _____
On this ___ day of _____, 201__, personally appeared _____ known to me, or satisfactorily proven to be the person who is the signatory to the foregoing, and made oath that the foregoing instrument, subscribed by him is true.	STATE OF_____ COUNTY OF_____, SS.
Before me,	On this ___ day of _____, 201__, personally appeared _____ known to me, or satisfactorily proven to be the person who is the signatory to the foregoing, and made oath that the foregoing instrument, subscribed by him is true.
_____ Notary Public	Before me,
STATE OF _____ COUNTY OF _____, SS.	_____ Notary Public
On this ___ day of _____, 201__, personally appeared _____ known to me, or satisfactorily proven to be the person who is the signatory to the foregoing, and made oath that the foregoing instrument, subscribed by her is true.	My commission expires:_____
Before me,	
_____ Notary Public	
My commission expires:_____	

EXHIBIT A - DESCRIPTION OF PREMISES

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

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

]

EXHIBIT B - ENCUMBRANCES

EXHIBIT C - MEMORANDUM OF LEASE (INCLUDING EASEMENTS)

Subject to revision upon finalization of Lease.

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:

_____

STATE OF _____)

) ss.

COUNTY OF _____)

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

_____

Notary Public

STATE OF _____)

) ss.

COUNTY OF _____)

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

_____

Notary Public

[Project Company Signature Page Follows]

PROJECT COMPANY

[_____]
a [_____] limited liability company

By: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

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

_____

Notary Public

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

EXHIBIT D - PAYMENT TERMS

I. Development and Construction Period

(a) *Option Agreement Payments.* The payments by Project Company pursuant to the Option Agreement shall be the consideration for Project Company's rights pursuant to the Lease for the period from the Effective Date through _____.

(b) *Development and Construction Period Lease Fee.* If the Development and Construction Period has not ended by _____, then on _____ [*next calendar day*], in consideration of Project Company's rights pursuant to the Lease, the Project Company will pay to the Owner a "Lease Fee" of $_____ [*per month or single, fixed payment*] as consideration for the rights of the Project Company through the last day of the Development and Construction Period, subject to proration as provided in paragraph I(c).

(c) *Proration of Development and Construction Period Lease Fee.* If the Operating Term commences prior to _____, then the "Proration Amount" (defined below) shall be applied as a credit to reduce the Lease Fee payable for the first 12-month period of the Operating Term beginning on the Commercial Operation Date. The "**Proration Amount**" shall be equal to: (i) the amount of the Lease Fee for the Development and Construction Period paid by the Project Company, *multiplied by* (ii) the number of days in the Operating Term from the Commercial Operation Date through _____, *divided by* (iii) _____. Such Proration Amount shall be applied to reduce the first annual Lease Fee payment due for the Operating Term, if applicable.

II. Operating Term

(a) *Lease Fee for Operating Term.* Subject to paragraph I(c), for each period of 12 consecutive months during the Term commencing the Commercial Operation Date (each a "**Lease Year**"), Project Company shall pay to Owner an annual **Lease Fee** equal to _____ US Dollars ($_____ USD) per acre of Leased Premises, subject to reduction of the Lease Fee due for the first Lease Year by any Proration Amount.

(b) *Calculation of Lease Fee; Leased Premises Area*. The area of the Leased Premises shall be [_____ acres] OR [determined based on the Survey of the Leased Premises procured by the Project Company as part of Project Company Due Diligence]. The areas underlying any easement benefitting the Leased Premises, including the Easements, shall not be included within the Leased Premises for any purpose, including for the purpose of calculating the Lease Fee.

(c) *Changes to Lease Fee*. [*Include only if applicable.*]

(d) *Taxes.* The Lease Fee shall be inclusive of any real property tax or other taxes and assessments, except as otherwise specified pursuant to the Lease.

(e) *Lease Fee for Renewal Terms*. [*Include only if Lease Fee changes for Renewal Terms.*] The annual Lease Fee for the first Renewal Term, described in § 3.1.3, shall be _____ US Dollars ($_____ USD) per acre and the Lease Fee for the second Renewal Term, described in § 3.1.3, shall be _____ US Dollars ($_____ USD) per acre.

(f) *Payment of Lease Fee*. The Lease Fee (subject to reduction for any Proration Amount) shall be payable in advance on the Commercial Operation Date for the first Lease Year, and on each anniversary of the Commercial Operation Date for the Lease Year beginning on such anniversary. If the Term ends on a day other than the anniversary of the Commercial Operation Date, without limitation as to any Lease Fee due for any Removal Period, the annual Lease Fee paid for the Lease Year in which the termination occurs shall be pro-rated and refunded.

(g) *Removal Period*. The Lease Fee payable for any Removal Period will equal(i) the annual Lease Fee for the Lease Year in which the Lease is terminated or expired, *multiplied by* (ii) the total number of days in the Removal Period, *divided by* (iii) 365. The Lease Fee payable for any Removal Period will be paid no later than thirty (30) days after the last day of the Removal Period.

APPENDIX E

OPERATIONS AND MAINTENANCE EXPERIENCE

Project	City	State	Zip	Size (MW)	Size (kW)	Type
Ashburnham	Ashburnham	MA	01430	4.0	3,987	GM
Berkley East	Berkley	MA	02779	3.9	3,880	GM
CCMUA	Camden	NJ	08104	1.8	1,807	WWTP
Clarendon	Clarendon	VT	05759	2.4	2,390	GM
Clean Harbors	Bridgeport	NJ	08014	1.5	1,507	GM
Keystone	Lancaster	PA	17566	6.0	6,004	GM
Lake County - East Chicago	East Chicago	IN	46312	2.7	2,690	GM
Lake County - Griffith	Griffith	IN	46319	2.7	2,690	GM
Limerick Road	Shelburne	VT	05482	3.0	2,963	GM
Longwood Gardens	Kennett Square	PA	19348	1.6	1,572	GM
Sterling	Sterling	MA	01564	2.4	2,392	GM
Templeton	Templeton	MA	01468	4.5	4,506	GM
Marion - Belmont	Maywood	IN	46253	5.2	5,189.00	GM
Marion - LNGN	Indianapolis	IN	46298	1.9	1,908.00	GM
Chester	Chester	VT	05143	0.8	750.00	GM
Royalton	Royalton	VT	05068	0.7	664.00	GM
Charter Hill	Rutland	VT	05701	1.3	1,330.00	GM
Pittsford	Pittsford	VT	05763	0.7	700.00	GM
Proctor	Proctor	VT	05765	0.7	708.70	GM
Williamstown	Williamstown	VT	05679	0.8	753	GM
	Total Projects:			Total MW:	Avg. kW:	
	20			**48.39**	**2420**	