

OPTION TO GROUND LEASE AGREEMENT

This OPTION TO GROUND LEASE AGREEMENT (this "Agreement") is entered into as of the Effective Date by and between Owner and Optionee. In consideration of the mutual promises of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Optionee and Owner hereby agree as follows:

BASIC OPTION PROVISIONS

EFFECTIVE DATE

5-15, 2018.

OWNER

The Ralph E. Woodard Trust, dated December 15, 2010, as to an undivided one half (1/2) interest, and the Beatrice H. Woodard Trust, dated December 15, 2010, as to an undivided one half (1/2) interest.

OPTIONEE

FFP IL Community Solar, LLC, a Delaware limited liability company.

PROPERTY

That real property consisting of the parcel(s) located in the County of Champaign, State of Illinois as more particularly described on Exhibit A, together with any improvements located thereon and rights, benefits and easements appurtenant to the parcel(s).

LAND

Approximately forty (40) acres of the Property as depicted on Exhibit B, together with all appurtenant rights and easements.

OPTION PERIOD

Two (2) years from the Effective Date, which Optionee may extend for an additional period of one (1) year pursuant to Section 2(a).

OPTION PAYMENT

An annual amount equal to Four Thousand and No/100 Dollars (\$4,000.00), to be paid in quarterly installments of one-fourth (1/4th) of the total annual amount pursuant to Section 2(b) below (each an "Option Payment", and collectively, the "Option Payments"). If Optionee elects to extend the Option Period for an additional one (1) year pursuant to Section 2(a) then the Option Payment shall be increased to Five Thousand and No/100 Dollars (\$5,000.00) to be paid in quarterly installments of one-fourth (1/4th) of the total annual amount.

THIRD PARTY INTERESTS (List Section 7(f) items or "None")

[_____]

LIST OF EXHIBITS

EXHIBIT A – Legal Description of the Property

EXHIBIT B – Depiction of the Land

EXHIBIT C – Form of Ground Lease

1. Grant of Option. Owner hereby irrevocably grants to Optionee the exclusive option (the "Option") to lease all or any portion of the Land and obtain any easements upon other portions of the

Property reasonably required for access and transmission lines (collectively, the “**Easements**” and together with the Land, the “**Premises**”) that Optionee deems necessary for the Project (defined below), in accordance with this Agreement. If Optionee exercises the Option in accordance with Section 3 below, the parties shall enter into the ground lease agreement (the “**Lease**”) in the form attached hereto as Exhibit C and incorporated herein by this reference. “**Project**” shall mean the solar electric generating facility and any related facilities to be constructed and operated on the Premises.

2. **Option Period and Payment.**

(a) **Option Period.** The period during which the Option may be exercised shall commence on November 1, 2018 and continue until the expiration of the Option Period. Optionee shall have the right to extend the Option Period for one (1) additional one (1) year period, provided that Optionee delivers notice to Owner of its intent to extend the Option Period at least thirty (30) days prior to the original expiration of the Option Period. Notwithstanding the foregoing, the Option Period shall automatically terminate upon the earlier of (i) execution of the Lease by Owner and Optionee; (ii) Optionee providing written notice of its election to cancel this Agreement for any reason or no reason whatsoever (in Optionee’s sole and absolute discretion); or (iii) 5:00 p.m. Central Time on the date of expiration of the Option Period.

(b) **Savings Clause.** Notwithstanding anything to the contrary contained in this Agreement, if Optionee fails to timely deliver notice of its election to extend the Option pursuant to Section 2(a), above, then the Option shall not immediately lapse and terminate but shall continue in effect, and Owner shall notify Optionee in writing after the expiration of the initial Option Period (a “**Delinquency Notice**”), that it has failed to timely extend the term of the Option. Optionee shall then have five (5) business days following receipt of a Delinquency Notice to deliver its notice of extension. If Optionee fails to timely deliver its notice of extension after receipt of a Delinquency Notice from Owner, then the Option shall terminate upon the expiration of such five (5) business day period.

(c) **Option Payment.** Within thirty (30) days after the Effective Date, Optionee shall pay to Owner the first quarterly installment of the Option Payment and shall make each subsequent installment of the Option Payment on a quarterly basis thereafter within fifteen (15) days of the beginning of each quarter.

3. **Notice of Exercise of Option.** Optionee may exercise the Option at any time during the Option Period (but in no event earlier than November 1, 2018) by delivering to Owner a written notice exercising the Option (the “**Option Notice**”).

4. **Closing.** Upon delivery of the Option Notice to Owner in accordance with Section 3 above, the execution of the Lease by Owner and Optionee (the “**Closing**”) shall take place on the date designated by Optionee.

5. **Due Diligence; Title.**

(a) **Due Diligence.** Within ten (10) days following the Effective Date, Owner will provide Optionee with copies of all leases, contracts, studies, reports (including all environmental reports), maps, surveys, litigation documentation, governmental approvals, permits, correspondence and any other materials in Owner’s possession or reasonable control that are material to evaluating the Property.

(b) **Title.** Optionee, at Optionee’s cost, may obtain a preliminary title report (the “**Title Report**”) and/or survey (the “**Survey**”) for the Property. If Optionee, in its sole discretion, determines that the existence, use, operation, implementation or exercise of any matters identified by the Title Report or Survey could materially delay, interfere with, impair or prevent Optionee’s development, operation or financing of the Project, then Optionee may notify Owner of such issues and Owner shall cooperate with

Optionee in efforts to obtain a release, subordination, non-disturbance agreement, consent or other agreement (in a form reasonably acceptable to Optionee) from the holder(s) of such rights.

6. **Right of Entry**

(a) **Investigations**. Beginning on the Effective Date and throughout the Option Period, Owner shall provide to Optionee, its employees, agents, contractors, and current or potential lenders, partners or investors, reasonable access to the Property to conduct the Survey, evaluate, conduct and perform inspections, including soil and water testing, environmental assessments (Phase I and/or Phase II), engineering surveys, topographical, structural and geo-technical tests, and such other tests and inspections (collectively, the “**Investigations**”) that Optionee may deem necessary or advisable in its sole discretion, upon Optionee providing at least twenty-four (24) hours’ prior notice to Owner. Optionee shall furnish Owner with copies of reports or documents developed as a result of the Investigations pertaining to the Property upon request from Owner. Optionee shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Optionee in connection with the Investigations. Optionee shall remove, or cause the removal of, any such lien by bond or otherwise within sixty (60) days after Optionee actually becomes aware of the existence of such lien and if Optionee shall fail to do so, Owner may pay the amount necessary to remove such lien, without being responsible for investigating the validity thereof. In such an event, Optionee shall reimburse Owner the sums so paid plus interest of ten percent (10%) per annum until paid, all within sixty (60) days of demand for same.

(b) **Optionee Indemnification of Owner**. Optionee shall indemnify, defend and hold Owner harmless from and against all claims, losses, liabilities, damages, losses, costs or expenses (including, without limitation, reasonable attorneys’ fees) (collectively, “**Claims**”) to the extent caused by entry onto the Property or portions thereof by Optionee, its agents or contractors during the Option Period; provided, however, that Optionee shall have no obligation or duty to indemnify, defend or hold Owner harmless from Claims (including, without limitation, Claims that the Property has declined in value) (i) arising out of, resulting from or incurred in connection with the results or findings of Optionee’s Investigations, or (ii) to the extent such Claims are due to the negligence or willful misconduct of Owner or its employees, agents or contractors. Notwithstanding the foregoing, Optionee’s indemnification obligations shall not extend to any conditions on, at or under the Property in existence as of the Effective Date, except and to the extent such conditions are actually aggravated by the gross negligence or willful misconduct of Optionee or its employees, agents or contractors. In the event that Optionee does not deliver the Option Notice, Optionee’s obligations hereunder shall survive the termination or expiration of the Option Period for one (1) year. If Optionee delivers the Option Notice, Optionee’s obligations set forth in this Section 6(b) shall be of no further force or effect upon execution of the Lease.

7. **Owner’s Representations and Warranties**. Owner makes the following representations and warranties, which shall be true as of the Effective Date, the date the Option is exercised by Optionee, and shall survive the expiration or termination of this Agreement:

(a) **Authority**. Owner has the full legal right, power and authority, without the consent of any additional party or parties, to enter into this Agreement and to perform, its obligations hereunder. The execution and delivery of this Agreement and the consummation of all transactions and performance of all obligations contemplated hereby have been duly authorized and will not conflict with, or result in a breach of any of the terms or provisions of, or constitute a default under, any document or instrument to which Owner is a party.

(b) **Binding on Owner**. The person executing this Agreement on behalf of Owner has full power and authority to bind Owner to the obligations set forth herein, and upon execution and delivery of

the same, this Agreement will constitute a valid and binding instrument enforceable in accordance with its terms.

(c) **Claims or Actions.** There are no current, pending or contemplated actions, administrative inquiries or proceedings, suits, arbitrations, claims or proceedings commenced by any person or governmental entity affecting Owner, the Property or any portion thereof.

(d) **No Violation of Laws.** To the best of Owner's knowledge, the Property is not in violation of any applicable federal, state, local or other laws, regulations or codes (the "**Laws**") and Owner has not received notice pertaining to the violation of any Laws affecting the Property or any portion thereof, and Owner has no knowledge of any facts which might be a basis for any such notice.

(e) **Bankruptcy.** Owner has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any voluntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets; or (iv) suffered the attachment or other judicial seizure of all or substantially all of its assets.

(f) **Fee Owner; Liens.** Owner holds the entire fee simple interest in the Property. Except as previously disclosed by Owner to Optionee in writing or as disclosed as matters of record in the Title Report, Owner represents that there are no liens upon Owner's right, title or interest in the Property other than liens for monetary obligations for which Owner shall obtain a SNDA pursuant to Section 8(a). Except as otherwise listed in the Basic Option Provisions, Owner has not granted or entered into any other options, rights of first refusal, offers to purchase or lease or agreements to sell or lease all or any part of the Property (collectively, "**Third Party Interests**") other than with Optionee pursuant hereto.

(g) **Environmental Laws.** To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in violation of any Environmental Laws (as defined in the Lease). No release or threatened release of any Hazardous Substance (as defined in the Lease) has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Substance is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under any Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Substances in violation of Environmental Laws. To the best of Owner's knowledge there are not now and never have been any underground storage tanks, containers or wells located on or under the Property and there is no asbestos contained in, forming part of, or contaminating any part of the Property or improvements thereon.

During the Option Period, Owner shall timely notify Optionee in writing of any changes affecting any of the foregoing representations and warranties.

8. **Owner's Covenants.** Owner hereby covenants and agrees that, from and after the Effective Date, though the Option Period and, if the Option is exercised, thereafter during the period up to and including the Closing:

(a) **Owner Mortgages.** Owner shall use commercially reasonable efforts to deliver to Optionee a subordination, non-disturbance and attornment agreement(s), in form and substance reasonably acceptable to Optionee (each, a "**SNDA**") from the current holder(s) of any deed of trust, mortgage or other lien encumbering the Property. Owner shall make all payments required under any loan secured by a mortgage or deed of trust encumbering the Property and pay all real property taxes and assessments levied or imposed against the Property and before any of the same become delinquent. During the Option Period,

Owner shall not mortgage or otherwise encumber its interest in the Property without providing Optionee with fifteen (15) days prior written notice thereof and an SNDA reasonably acceptable to Optionee from such holder(s) of any deed of trust, mortgage or other lien encumbering the Property.

(b) **Mortgage of Optionee's Interest.** Optionee shall have the right to obtain financing from one or more Financing Parties (as defined in the Lease) by way of a direct or collateral assignment of this Agreement to a Financing Party. Notwithstanding the fact that the parties to this Agreement have not yet executed the Lease, Owner agrees that the provisions of Section 14 (Mortgage of Tenant's Interest) of the Lease shall apply to any such financing related to this Agreement by any Financing Party.

(c) **Permits; Cooperation with Development.** Optionee shall have the right to apply for, at Optionee's expense, applications for land use entitlements, special use permits and other zoning modifications and approvals, environmental approvals and permits, building permits, site plans, and subdivision or minor land division requests and parcel maps to allow for the construction of the Project. Owner shall cooperate with Optionee in Optionee's efforts to obtain such permits and approvals by executing such documents as are reasonably necessary.

(d) **Use of the Property.** Owner will not commit waste on the Property or otherwise materially change the Property, nor will Owner agree to grant or permit any easement, lease, license, right of access or other possessory right in the Premises to any third party without the prior written consent of Optionee. Owner shall materially comply with all Laws applicable to the Property.

9. **Insurance.** Effective as of the date Optionee enters the Property for the Investigations, and continuing through the Option Period, Optionee shall obtain and maintain liability insurance for its activities on the Property. Such insurance will be in the amount of One Million Dollars (\$1,000,000) per occurrence and will name Owner as an additional insured but only for liability arising out of Optionee's operations on the Property.

10. **Assignment.** Optionee shall have the right to assign its rights and obligations under this Agreement to any Optionee affiliate, third party, and/or party providing financing to Optionee without the prior consent of Owner. Owner shall not have any right to assign its rights and obligations under this Agreement without Optionee's prior written consent, not to be unreasonably withheld, conditioned or delayed.

11. **Termination.**

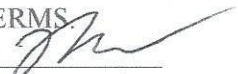
(a) **Default.** Each of the following events shall constitute an event of default by the applicable party and shall permit the non-defaulting party to terminate this Agreement and pursue the remedies described below, which, as to Owner, shall consist solely of the remedies described in Section 11(b) below, and, as to Optionee, shall consist of all other remedies at law or equity, including, but not limited to, specific performance of Owner's obligations under this Agreement and the Lease (provided the Option is exercised by Optionee) or to terminate this Agreement and immediately recover all Option Payments paid to Owner.

(i) The failure of Optionee to pay amounts required to be paid hereunder when due, where such failure continues for thirty (30) days after Optionee has received written notice of such failure from Owner;

(ii) The failure of either party to perform any of the other terms, agreements or conditions set forth in this Agreement, where such failure continues for forty-five (45) days (or such longer period required to cure such failure, provided such party promptly commences its efforts to cure such failure, not to exceed ninety (90) days in total), after receipt of written notice from the other party; or

(iii) A party files for bankruptcy or has an involuntary petition in bankruptcy or a request for appointment of a receiver filed against it, where such involuntary petition or request is not dismissed within ninety (90) days after filing.

(b) **Owner Remedies – Liquidated Damages.** EXCEPT FOR (I) OPTIONEE'S INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, AND (II) OWNER'S ABILITY TO SEEK DAMAGES OR ANY OTHER REMEDY AT LAW OR IN EQUITY FOR PERSONAL INJURIES OR PROPERTY DAMAGE TO THE EXTENT CAUSED BY OPTIONEE WHILE ON THE PROPERTY, OWNER'S SOLE REMEDY UPON AN EVENT OF DEFAULT BY OPTIONEE SHALL BE TO RETAIN THE OPTION PAYMENTS IT HAS THEN RECEIVED AS LIQUIDATED DAMAGES FOR SUCH DEFAULT OF OPTIONEE, AND IN SUCH EVENT, OPTIONEE SHALL HAVE NO FURTHER RIGHT WHATSOEVER TO LEASE THE PREMISES AND OWNER SHALL HAVE NO RIGHT TO SEEK ANY FURTHER DAMAGES OR REMEDY, AT LAW OR IN EQUITY. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES THAT WOULD BE SUFFERED BY OWNER AS A RESULT OF ANY SUCH DEFAULT BY OPTIONEE, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH OWNER WILL INCUR AS A RESULT OF ANY SUCH DEFAULT BY OPTIONEE. SUCH RETENTION OF THE OPTION PAYMENTS BY OWNER IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO OWNER AND SHALL NOT BE DEEMED TO CONSTITUTE A FORFEITURE OR PENALTY. OPTIONEE AND OWNER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 11 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.



Owner's Initials

KF

Optionee's Initials

(c) **Termination by Optionee Absent Default by Owner.** If Optionee determines, in its sole and absolute discretion, that the Land is unsuitable or undesirable for leasing by Optionee, or for any reason or no reason whatsoever, Optionee shall have the right to terminate this Agreement by giving written notice thereof to Owner and this Agreement shall terminate on the date specified in Optionee's written notice. If the Agreement is terminated during the Option Period pursuant to the preceding sentence, then neither party shall have any further rights or obligations hereunder; provided, however, that Owner shall retain all Option Payments it shall have received hereunder prior to the date of termination of the Option Agreement and any provisions hereof that expressly survive termination of this Agreement shall remain in effect.

12. **Arbitration.** The parties agree that any dispute, controversy, claim or disagreement between or among them arising out of, concerning or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association. The arbitrator will be, to the fullest extent available, either a retired judge or selected from a panel of persons trained and expert in the subject area of the asserted claims. All claims will be decided by one arbitrator, to be selected in accordance with the rules of the American Arbitration Association. An award may be entered against a party who fails to appear at a duly noticed hearing. The decision of the arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction located in the State of Illinois.

(a) **Place of Arbitration.** The place of arbitration will be Champaign County, Illinois, unless the American Arbitration Association has no offices in that location, in such case the place of arbitration shall be the closest American Arbitration Association office.

(b) **No Consolidation**. It is the intent of both parties that they will only apply for dispute resolution under this Section 12 in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding, or in a private attorney general capacity. Accordingly, the arbitrator is not empowered to consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

(c) **Findings and Reasons Required**. The arbitrator will prepare in writing and provide to the parties, an award including factual findings and the reasons on which their decision is based.

(d) **No Power to Commit Errors**. The arbitrator will not have the power to commit errors of law or legal reasoning, and the award is subject to review for legal error, confirmation, correction, or vacatur in a state court of competent jurisdiction.

(e) **Provisional Remedies**. This Section 12 will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(f) **Confidentiality**. The parties will maintain the confidential nature of the arbitration proceeding and the arbitration award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

(g) **Punitive or Exemplary Damages**. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where mandated by statute, and the parties waive any right to recover any such damages.

(h) **Fees**. The parties will share equally the arbitrator's fees and other costs of the arbitration, and costs of appeal. If any party fails or refused to pay its share of the cost of arbitration, the other party may, at its option, (i) elect to pay the entire cost of the arbitration, in which case the obligation of the nonpaying party to otherwise participate in the arbitration is not excused; or (ii) immediately proceed to litigation. Regardless of which party ultimately prevails, the court, if litigation is elected, or the arbitrator, if arbitration is elected, will award costs and expenses incurred as a result of such failure or refusal to the party who paid the costs of arbitration.

(i) **Federal Arbitration Act**. The foregoing arbitration provisions will be construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying any particular state or national law as the governing law.

This Section 12 will survive the termination or expiration of this Agreement.

13. **Miscellaneous**.

(a) **Attorneys' Fees**. In the event of any action between the parties hereto for enforcement or interpretation of any of the terms or conditions of this Agreement, including pursuant to Section 12, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees actually incurred, together with its other reasonable out-of-pocket costs and expenses, including expert witness fees, accounting and other professional fees.

(b) **Waiver of Jury Trial**. EACH PARTY HERETO WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY LITIGATION CONCERNING THIS

AGREEMENT OR ANY DEFENSE, CLAIM, COUNTERCLAIM, CLAIM OF SET-OFF OR SIMILAR CLAIM OF ANY NATURE.

(c) **Confidentiality**. Owner will maintain in strict confidence, for the sole benefit of Optionee, the existence and the terms of this Agreement and the transactions contemplated herein, provided, however, Owner may disclose this Agreement and the transactions contemplated herein to Owner's affiliates, subsidiaries, attorneys, consultants or other agents or professional advisors, or as required by law.

(d) **Counterparts**. This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby agree signatures transmitted by facsimile or email shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered and hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

(e) **Time Periods**. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to the next business day.

(f) **No Waiver**. The failure of either party to require strict performance by the other party of any provision of this Agreement will not be considered a waiver of any other provision, nor prevent any party from enforcing that or any other performance at any time thereafter.

(g) **Further Assurances**. The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

(h) **Governing Law**. This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of the state of Illinois.

(i) **Amendments; Entire Agreement**. This Agreement contains the entire agreement between the parties and is intended by the parties to set forth their entire agreement with respect to the subject matter hereof, and any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. Owner and Optionee agree that all prior or contemporaneous oral or written agreements between or amongst themselves or their agents are merged in or revoked by this Agreement.

(j) **Partial Invalidity**. If any term or provision of this Agreement is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(k) **Successors and Assigns**. Subject to Section 10, this Agreement, and the rights and obligations of the parties hereto, shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, executors, administrators and permitted assigns.

(l) **Interpretation**. Each party acknowledges that it has been represented by or had the opportunity to be represented by legal counsel in its review of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

(m) **Survival of Terms.** All covenants, representations and warranties contained in this Agreement shall survive Closing. Those provisions in this Agreement which by their terms are intended to be or must be performed in whole or in part after the Closing or after termination of this Agreement shall survive Closing and the termination of this Agreement.

(n) **Headings.** The headings herein are inserted only for convenience and shall have no effect in interpreting the meaning of any provision.

(o) **Time is of the Essence.** Time is of the essence in this Agreement and each and every provision of this Agreement.

(p) **Memorandum of Option.** Contemporaneously with the execution of this Agreement, the parties shall execute and acknowledge a Memorandum of Option to Lease Agreement to be recorded in the official records of the county where the Property is located (the “**Memorandum**”) in a form reasonably acceptable to Owner and Optionee. Optionee may record the Memorandum at any time after the Effective Date.

(q) **Notices.** All notices, approvals, disapprovals or elections required or permitted to be given under this Agreement shall be in writing and shall be (i) delivered personally; (ii) mailed by certified or registered mail, return receipt requested; (iii) sent by email transmission; (iv) sent by facsimile transmission; or (v) sent by Federal Express or other professional carrier, to the parties at the addresses listed below or at such other addresses as shall be designated by Optionee or Owner in writing. Except as expressly set forth in this Agreement, notices shall be deemed given upon delivery or tender of delivery to the intended recipient; provided, however, that (x) notice sent by email or facsimile shall only be deemed received when both (A) the sender has electronic confirmation that it was sent to all parties (and has retained a confirmation of the delivery) and (B) at least one addressee entitled to notice for the applicable party has acknowledged receipt of the transmission; and (y) if a post office box is provided as the notice address, notice shall be deemed to have been given or made five (5) days after being deposited in the United States mail with appropriate postage prepaid. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Owner Address

The Ralph E. Woodard and Beatrice H. Woodard Trusts
101 Airline Drive
Hookstown, PA 15050
Attn: Mark Woodard
Phone: 724-513-6030
E-mail: mark.woodard@yahoo.com

With a copy to:

_____, _____

Attn: _____
Phone: _____
E-mail: _____

Optionee Address

c/o Forefront Power, LLC

Attn: Legal
100 Montgomery St., Suite 1400
San Francisco, CA 94104
Phone: (855) 204-5083

With a copy to:


Iaffaldano, Shaw and Young LLP
Attn: Jason R. Morgan
601 S. Figueroa St., Suite 4450
Los Angeles, CA 90017
Phone: (213) 455-3357


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have executed this Agreement on the date first written above.

“Owner”

The Ralph E. Woodard Trust, dated December 15, 2010, as to an undivided one half (1/2) interest, and the Beatrice H. Woodard Trust, dated December 15, 2010, as to an undivided one half (1/2) interest.

By:  POA
Name: MARK A. WOODARD
Title: Ralph E. Woodard Trust, Trustee

By:  POA
Name: MARK A. WOODARD
Title: Beatrice H. Woodard Trust, Trustee

“Optionee”

FFP IL Community Solar, LLC
a Delaware limited liability company


By: 
Name: Kristin Frooshani
Title: Secretary

Exhibit A

Legal Description of Property

the following described Real Estate, to-wit:

The Northwest Quarter (NW¼) of Section Twelve (12) Township Nineteen (19) North, Range Ten (10) East of the Third Principal Meridian, Champaign County, Illinois;

EXCEPT the South 208.71 feet of the North 1985.51 feet of the East 241.71 feet of the Northwest Quarter (NW¼) of Section Twelve (12), Township Nineteen (19) North, Range Ten (10) East of the Third Principal Meridian;

And EXCEPT a tract of land described as follows:

From the Northwest corner of Section Twelve (12), Township Nineteen (19) North, Range Ten (10) East of the Third Principal Meridian, measure South along the West line of said Section Twelve (12) for 2614.19 feet to the point of beginning "A"; from the point of beginning "A" measure South 89°13' East for 2577.01 feet to a Point "B"; thence North 1°55' East for 639.15 feet to point "C", which lies on a North property line; thence easterly along said North property line for 71.73 feet to Point "D"; thence southerly along the centerline of the existing public road for 709.65 feet to Point "E"; which lies on the South property line; thence westerly along said South property line of 2667.62 feet to Point "F"; which is the Southwest property corner; thence northerly along the West property line for 75.01 feet, more or less, to the point of beginning "A";

and also EXCEPT a tract of land described as follows:

From the Northwest corner of Section Twelve (12), Township Nineteen (19) North, Range Ten (10) East of the Third Principal Meridian, measure South along the West line of said Section Twelve (12) for 2764.2 feet to the proposed centerline of Federal Aid Interstate Route 05 at Station 805 + 63.88; thence South 89°13' East along said centerline for 2667.62 feet to Station 832+31.50, which is the centerline of the existing public road; thence northerly along said centerline for 998.40 feet to the point of beginning "G", which lies on a South property line; from the point of beginning "G" measure westerly along the said South property line for 65.76 feet to Point "H" thence North 1°55' East for 201.68 feet to Point "I"; thence North 11°27' East for 203.86 feet to Point "J" thence South 89°43' East for 20.5 feet to Point "K", which lies on the centerline of the existing public road; thence southerly along said centerline for 401.60 feet, more or less, to the point of beginning "G" and located in the Northeast corner of St. Joseph, IL and North of Interstate 74.

PIN: 28-22-12-100-001

Subject to all easements and restrictions of record.

Situated in Champaign County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Exhibit B

Depiction of the Land

