

## 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 (1/4<sup>th</sup>) 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 (1/4<sup>th</sup>) 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.

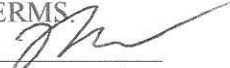
(i) The failure of Optionee to pay amounts required to be paid hereunder when due, where such failure continues for thirty (30) days after Optionee has received written notice of such failure from Owner;

(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 Airplane 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:

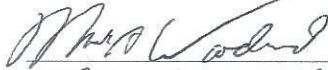
Iaffaldano, Shaw and Young LLP  
Attn: Jason R. Morgan  
601 S. Figueroa St., Suite 4450  
Los Angeles, CA 90017  
Phone: (213) 455-3357


[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  $89^{\circ}13'$  East for 2577.01 feet to a Point "B"; thence North  $1^{\circ}55'$  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  $89^{\circ}13'$  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  $1^{\circ}55'$  East for 201.68 feet to Point "I"; thence North  $11^{\circ}27'$  East for 203.86 feet to Point "J" thence South  $89^{\circ}43'$  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

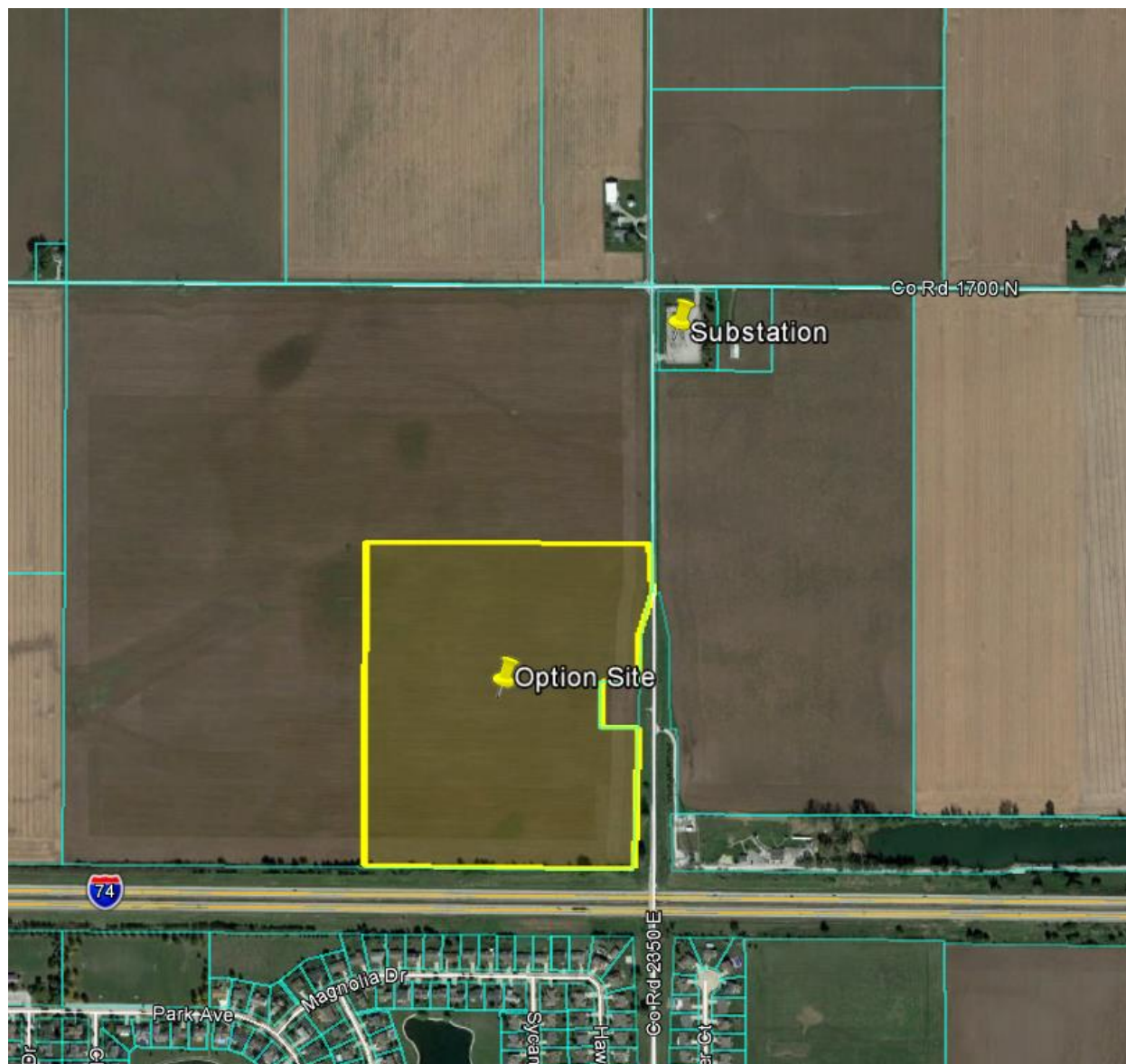
Subject to all easements and restrictions of record.

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



**Exhibit C**

**Form of Ground Lease**

**GROUND LEASE**

This GROUND LEASE (this “**Lease**”) is entered into as of the Effective Date by and between Landlord and Tenant (defined below).

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, Tenant and Landlord hereby agree as follows:

**BASIC LEASE PROVISIONS**

**EFFECTIVE DATE** \_\_\_\_\_, 201\_\_.

**LANDLORD** 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.

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

**PROPERTY** Those certain parcels of real property, any improvements located thereon and rights, benefits and easements appurtenant to the parcels located in the County of Champaign, State of Illinois

**LAND** Approximately \_\_\_\_\_ (\_\_) acres of the Property as more particularly described on **Exhibit B**, together with all appurtenant rights and easements, including, without limitation, the right to access and utilize all radiant energy emitted from the sun upon, over and across said real property.

## BASIC RENT

From the Effective Date until the Commercial Operation Date

An annual amount equal to \$1,000.00 per estimated buildable acre of Land for a total of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_.00), to be paid in equal monthly installments of one-twelfth (1/12<sup>th</sup>) of the total annual amount, which shall be payable monthly pursuant to Section 4 below, which exact amount of Basic Rent shall not be less than a total of nineteen thousand and no/100 Dollars (\$19,000.00) per year (“the **Basic Rent**”).

From the Commercial Operation Date and continuing for the remainder of the Term

An annual amount equal to \$1,000.00 per estimated buildable acre of Land for a total of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_.00), which shall be payable in one installment pursuant to Section 4 below, which exact amount of Basic Rent shall not be less than a total of nineteen thousand and no/100 Dollars (\$19,000.00) per year (“the **Basic Rent**”). The Basic Rent payable after the Commercial Operation Date shall be increased on each yearly anniversary of the Commercial Operation Date by two percent (2%) compounded annually.

## TERM

The period commencing on the Effective Date and expiring on the date that is twenty (20) years after the Commercial Operation Date (defined below) (the “**Initial Term**”). Tenant shall have the right to extend the Initial Term for two (2) additional five (5) year periods (each a “**Renewal Term**”), provided that Tenant delivers notice to Landlord of its intent to exercise the first Renewal Term at least thirty (30) days prior to the expiration of the Initial Term and notice of its intent to exercise the second Renewal Term at least thirty (30) days prior to the expiration of the first Renewal Term. The Initial Term and each Renewal Term are referred to herein collectively as the “**Term**”.

## LIST OF EXHIBITS

EXHIBIT A – Legal Description of the Property

EXHIBIT B – Legal Description of the Land

EXHIBIT C – Intentionally Deleted

EXHIBIT D – Intentionally Deleted

EXHIBIT E – Form of Memorandum of Lease

1. **Basic Lease Provisions.** The Basic Lease Provisions set forth above and the Exhibits attached to this Lease are each incorporated into the body of this Lease as if set forth in full.

2. **Lease of Land.** Landlord hereby leases and grants to Tenant exclusive rights to the Land and Tenant agrees to and does hereby lease from Landlord, subject to the terms and conditions of this Lease, the Land, together with all right, title and interest of Landlord in and to all easements, rights, privileges and appurtenances to the same belonging or in any way appertaining thereto, to have and to hold the aforesaid Land and appurtenant interests unto Tenant for the Term (defined below) for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, modifying and/or repairing a solar electric generating facility, which may include photovoltaic solar panels, foundations, poles, towers, mounting systems, inverters, transformers, integrators, energy storage facilities, overhead or underground electrical and communications lines and conduits and additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, substations, switch yards, and other related equipment and appurtenances (collectively, the “**Solar Facility**” or “**Solar Facilities**”).

3. **Term of Lease.** The Term of this Lease shall be the period described in the Basic Lease Provisions above. Notwithstanding the foregoing, Tenant may terminate this Lease at any time prior to the Commercial Operation Date for any reason or no reason whatsoever, without penalty, by providing written notice to Landlord prior to the Commercial Operation Date. The “**Commercial Operation Date**” is the date on which the Solar Facility achieves commercial operation.

4. **Rent.** Tenant covenants and agrees to pay Landlord during the Term the amount of the “**Basic Rent**” described in the Basic Lease Provisions above. Basic Rent due from the Effective Date and ending on the Commercial Operation Date shall be payable in advance in monthly installments and shall be due on or before the fifth (5<sup>th</sup>) business day of the applicable calendar month (prorated for any partial monthly period). Basic Rent due from the Commercial Operation Date and throughout the rest of the Term shall be payable annually in advance and shall be due on or before the fifth (5<sup>th</sup>) business day after the Commercial Operation Date and each anniversary thereafter during the Term (prorated for any partial annual period).

5. **Easements and Non-Interference.**

(a) **Easement Areas.** If identified in the Basic Lease Provisions above, Landlord hereby grants, gives and conveys to Tenant and its successors and assigns the Easements described in the Basic Lease Provisions, if any, for a period coterminous with this Lease. Notwithstanding the fact that the Easements, if any, are non-exclusive, any concurrent uses of the Easement Areas by Landlord or any third parties shall not interfere with Tenant’s rights granted herein. The Land together with easements appurtenant to the Land and the Easement Areas, if any, shall be referred to herein as the “**Premises**”. If Tenant determines in its reasonable discretion that any additional easements across, through or under the Property are necessary, useful or appropriate for the construction and/or operation of the Solar Facilities, Landlord shall cooperate in granting or agreeing to such easements within fifteen (15) days of Tenant’s request, including, but not limited to, by amendment to this Lease or by separate agreement.

(b) **No Interference.** Landlord grants to Tenant the right and privilege to the free and unobstructed insolation of solar energy over and to the Land. Landlord’s activities and any grant of rights Landlord makes to any person or entity, whether located on the Premises or elsewhere, shall not, currently or prospectively, interfere with the construction, installation, maintenance, or operation of the Solar Facility and/or access over the Premises to such Solar Facility and/or Tenant’s rights granted hereunder to use the Premises as permitted pursuant to this Lease. Without limiting the generality of the foregoing, Landlord shall not (and shall not allow any other party to) disturb or interfere with the unobstructed flow of solar energy upon, over and across the Land, whether by placing towers or antennas of any type, planting trees

or constructing buildings or other structures or facilities, or by engaging in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facility. Tenant may, as reasonably necessary, remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation; dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or could intrude) into the Land that could obstruct, interfere with or impair the Solar Facility, the unobstructed flow of solar energy or the use of the Land by Tenant hereunder.

**Temporary Easement.** Landlord grants to Tenant the right, privilege, and non-exclusive easement, to be located at a mutually acceptable location on a portion of the Property, to be used for temporary (i) storage and staging of tools, materials and equipment; (ii) construction laydown; (iii) parking of construction crew vehicles and temporary construction trailers; (iv) vehicular and pedestrian access and access for rigging and material handling; and (v) construction or installation of other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Solar Facility. Tenant shall return such temporary easement area to the condition existing immediately prior to such use by Tenant to the extent reasonably practical (reasonable wear and tear, casualty and condemnation excepted). Tenant shall pay to Landlord Basic Rent on a monthly basis on any temporary easement area accruing from the commencement date of Tenant's use thereof through the date restoration of the temporary easement area is fully completed. Tenant's rights and privileges under this provision shall commence on the Effective Date and shall expire and be of no further force and effect one (1) year after the Commercial Operation Date.

6. **Solar Facility; Personal Property; Use of Premises.**

(a) **Improvements as Personal Property.** The parties agree that any improvements, equipment, buildings, foundations, poles, towers or transmission lines at any time constructed by or for Tenant on the Premises, or at any time acquired by or for Tenant and located on the Premises, including, without limitation, the Solar Facility (collectively, the "**Improvements**") are the sole and exclusive property of Tenant and are hereby severed by agreement and intention of the parties and shall remain severed from the Premises, and shall be considered with respect to the interests of the parties hereto as the property of Tenant or a Financing Party (defined below) designated by Tenant, and, even though attached or affixed to or installed upon the Premises, shall not be considered to be fixtures or a part of the Premises and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Premises by Landlord. Landlord waives any rights it may have under the laws of the state where the Premises is located, arising under this Lease, or otherwise, to any lien upon, or any right to distress or attachment upon, or any other interest in, any item constituting part of the Solar Facility or any other equipment or other Improvements and consents to the filing by Tenant, on behalf of Landlord, of a disclaimer of the Solar Facility and the Improvements as fixtures of the Premises in the official records of the county where the Property is located. The parties further agree that all Environmental Attributes (defined below) and Solar Incentives (defined below) belong solely to Tenant and shall remain the personal property of Tenant and shall not attach to or be deemed a part of, or fixture to, the Premises. The Solar Facility and other Improvements shall at all times retain the legal status of personal property as used in Uniform Commercial Code – Secured Transactions, 810 ILCS 5/9-101, et. seq. "**Environmental Attributes**" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products. "**Solar Incentives**" include, without limitation, any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies.

(b) **Use of Land.** Tenant and its designees shall have exclusive use of the Land and all air rights above the Land during the Term. Tenant may use the Premises for purposes related to the construction, placement, operation, maintenance, reconstruction, replacement, rebuilding, upgrading,



removal, inspection, modification and/or repair of the Solar Facility and the other Improvements. All vertical posts or supports that support the solar photovoltaic panels shall be pile-driven, and shall not be set in concrete foundations.

(c) **Additions and Removals.** Tenant shall have the right, but not the obligation, at any time and from time to time during the Term, at its expense, to (i) make additions, changes, alterations, or improvements, structural or otherwise, to the Solar Facility; and (ii) demolish and remove the Solar Facility or any other Improvements hereafter located on the Premises.

(d) **Crop Loss.** If Tenant damages or destroys any of Landlord's (or its tenant's) crops on the Premises to the extent such crops are located on the Premises as of the Effective Date, Tenant shall pay Landlord the fair market value, as established by Multi-Peril Insurance historic yields for the five (5) previous years. Any such payment hereunder shall be made within sixty (60) days of the receipt by Lessee of written evidence of such amount specified by Landlord. In no event shall the aggregate payments made by Tenant hereunder exceed Nineteen Thousand Dollars (\$19,000.00). For the avoidance of doubt, crops will not be permitted on the Premises once construction of the Solar Facilities has initiated in accordance with Tenant's quiet enjoyment of the Premises set forth in Section 19 hereof, and therefore this Section 6(d) shall only apply for the first eighteen (18) months of the Term.

7. **Mineral Rights/Surface Use.** This Lease does not demise or lease to Tenant any oil, gas or minerals in place underneath the surface of the Premises or the right to extract and remove the same, and subject to the following terms and provisions of this Section 7, Landlord's rights, if any, in such oil, gas, and minerals are reserved to, and retained by, Landlord. During the Term, Landlord may not use, or permit the use of the Premises from the surface to a depth of five hundred (500) feet below the surface, for the purpose of exploring for, extracting, producing or mining such oil, gas or minerals. Landlord may explore for, extract or produce oil, gas and minerals from the Property in a manner which does not interfere with Tenant's use of or access to the Premises or affect the Solar Facility or access thereto and utilizes a method, such as "directional drilling" which does not require the use of the Premises to a depth of five hundred (500) feet below the surface.

8. **Insurance and Waiver of Subrogation.**

(a) **Landlord and Tenant's Liability Insurance.** Landlord and Tenant shall each, during the term hereof, obtain, maintain and keep in full force and effect, with the other party named as additional insured (with the exception of Workers Compensation) therein as its interest may appear, liability insurance applying to the use and occupancy of the Premises in no less than the following amounts:

(i) **Worker's Compensation.** If such party has employees, the applicable party shall maintain worker's compensation insurance in accordance with federal and state statutory requirements.

(ii) **General Liability.** General liability insurance including bodily injury, property damage, products/completed operations, contractual and personal injury liability with a combined single limit of at least one million dollars (\$1,000,000) per occurrence and at least two million dollars (\$2,000,000) annual aggregate.

(iii) **Automobile Liability.** Automobile liability insurance including bodily injury and property damage arising out of any vehicle brought onto the Premises and operated by Tenant.

(b) **Waiver of Subrogation.** Landlord and Tenant each hereby waive any right of recovery against the other and the authorized representatives of the other for any loss or damage that is covered or required by this Lease to be covered by any policy of insurance maintained with respect to the Premises, the Improvements or any operations therein, even though such loss or damage might have been occasioned by the negligence of such party. Each party shall cause insurance policies relating to this Lease, the Property, the Premises and the Improvements to provide that such insurers waive all right of recovery by way of subrogation against either party in connection with any claim, loss or damage covered by such policies.

9. **Taxes and Assessments.** “Taxes and Assessments” shall mean all taxes, assessments or other impositions, general or special, ordinary or extraordinary, of every kind or nature, which may be levied, assessed or imposed upon or with respect to the Property or any part thereof, including the Premises, or upon any buildings, improvements, fixtures, equipment or personal property at any time situated thereon. Landlord shall pay before the same become delinquent (i) any transfer or conveyance tax arising out of this Lease, and (ii) any Taxes and Assessments which accrue during the Term and are imposed on, or arise in connection with, the Property (except those that are the responsibility of Tenant pursuant to clause (a) below), including any annual increases thereon. Tenant shall not be responsible for payment of any municipal, state or federal income, income profits or revenue tax imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy or any tax related to a change of ownership of the Property.

(a) **Tenant’s Taxes.** Throughout the Term (but attributable only to the period falling within the Term), Tenant shall pay, or cause to be paid, all Taxes and Assessments that may be imposed or assessed on the Solar Facilities, and Tenant shall pay, or cause to be paid, any increase in Taxes and Assessments accruing during the Term against the Premises to the extent resulting directly from the presence of Tenant’s Solar Facilities on the Premises. Landlord shall promptly forward to Tenant all notices, bills or other statements received by Landlord concerning any Taxes and Assessments. To the extent that any of the Taxes and Assessments payable by Tenant are jointly assessed with Landlord’s Taxes and Assessments and other impositions, the parties shall cooperate in a good faith effort to cause such Taxes and Assessments to be separately assessed and if such separate assessment is not available, the parties agree to apportion the Taxes and Assessment based upon the work papers of the Assessor of the County in which the Premises in located. Tenant shall pay all such Taxes and Assessments directly to the taxing authority as the same become due and payable.

(b) **Right to Contest Assessment.** Tenant shall have the right in its own name or, if necessary, in Landlord’s name, to contest the validity, assessment or amount, in whole or in part, of the Taxes and Assessments by appropriate proceedings timely instituted. Unless any such contest by Tenant shall effectively stay or prevent any official or judicial sale of the Premises or any part thereof by reason of nonpayment of any Taxes or Assessments, Landlord and Tenant shall each pay the Taxes and Assessments for which they are responsible under this Section 9 under protest. Landlord shall, at Tenant’s request, and expense, fully cooperate with Tenant in all reasonable ways to contest any Taxes and Assessments. Tenant shall hold Landlord harmless from any costs and expenses related to any such contest, and Landlord and Tenant shall promptly pay any valid final adjudication enforcing any Taxes and Assessments for which it is responsible pursuant to this Section 9. Any refund of Taxes and Assessments payable as a result of any such proceedings attributable to a period of time during the Term shall be appropriately apportioned between Tenant and Landlord after first deducting all costs and expenses incurred by Tenant relating to any applicable contest. Tenant shall have the right to enter into an agreement for payment in lieu of taxes with the applicable taxing authority, and Landlord shall, at Tenant’s request and expense, fully cooperate with Tenant in Tenant’s effort to enter into such agreement and execute such documents as are reasonably necessary.

(c) The provisions of this Section 9 shall survive the expiration or earlier termination of this Lease.

10. **Right to Control Access.** Subject to the terms of this Lease and applicable law, Tenant shall have the right under the Lease to control and restrict access onto and over the Land and exclude others (other than any parties with preexisting easement rights of record or other rights approved by Tenant), and Tenant may, at its sole expense, construct and maintain security devices on and surrounding the Land which Tenant deems appropriate and necessary for the protection of the Solar Facility, including, but not limited to, any type of fencing, security monitoring or other security safeguards.

11. **Subordination; Nondisturbance.** Landlord shall, at its expense, on or before the first payment of Basic Rent is due, unless earlier requested by Tenant, and as a condition to Tenant's obligation to make any payment of Basic Rent, deliver to Tenant a subordination, non-disturbance and attornment agreement(s) (each a "SNDA") from the current holder(s) of any deed of trust, mortgage or other lien encumbering the Premises, in form and substance reasonably acceptable to Tenant, which provides, among other things, that Tenant's occupancy or use of the Premises in accordance with the terms of this Lease, including the easements granted under this Lease, will not be disturbed. Such SNDA shall be recorded in the official records of the county where the Premises is located.

12. **Repairs, Maintenance, Damage or Destruction of the Premises.** Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises. Except in the case of Landlord's negligence or willful misconduct or as expressly set forth in this Lease, Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises and the Improvements thereon throughout the Term (including any repairs or reconstruction as a result of damage or destruction due to casualty), provided that Tenant shall have no obligation to construct or reconstruct any Improvements or to maintain the Improvements in any particular condition or state of repair so long as the Improvements comply with applicable legal requirements. All insurance proceeds paid on account of any damage or destruction occurring on the Premises or with respect to the Solar Facility or other Improvements under the insurance policies maintained by Tenant shall be paid to Tenant. If the Improvements, including the Solar Facility, are damaged or destroyed and Tenant elects not to repair or restore the Improvements or repair or construct a new Solar Facility, Tenant shall, without waiving or exercising other rights or remedies, terminate this Lease and remove any remaining Improvements in accordance with Section 17, without penalty, effective as of the date of the damage or destruction by giving written notice to Landlord. Tenant shall maintain appropriate weed and brush control and will not allow primary noxious weeds to go to seed and shall maintain the Premises and will store no junk or debris on the Premises.

13. **Condemnation.** If, at any time during the Term, all or any part of the Premises shall be condemned or transferred in lieu of condemnation, the net proceeds of such condemnation or transfer shall be divided between Landlord and Tenant in the proportions specified in the condemnation award or agreement of transfer or, if not so specified, in proportion to the fair value of Landlord's and Tenant's respective interests in this Lease and the Premises, provided that to the extent the net proceeds of any condemnation or transfer in lieu of condemnation are attributable to the Improvements, such proceeds shall be paid solely to Tenant with Landlord receiving any proceeds attributable solely to the residual value of the fee estate of the Premises. For the purpose of this Section 13, the net proceeds of a condemnation or transfer in lieu of condemnation shall mean the total proceeds of such condemnation or transfer less the costs and expenses incurred in connection therewith (including legal fees).

If the entire Land is condemned or transferred in lieu of condemnation, the Term shall terminate at the time title vests in the condemning authority. If a portion of the Premises is condemned or transferred in lieu of condemnation, the Lease shall continue in full force and effect with respect to that portion of the Premises

which has not been so condemned or transferred and Basic Rent shall be equitably adjusted. Notwithstanding the foregoing, Tenant may terminate this Lease without penalty by giving written notice of termination to Landlord if, in Tenant's sole and absolute discretion, the Premises is not suitable for Tenant's intended use following such condemnation or transfer in lieu thereof.

14. **Mortgage of Tenant's Interest.**

(a) **Leasehold Financing.** Tenant may obtain financing pertaining to the Solar Facility from one or more Financing Parties (defined below), including but not limited to, (i) development, bridge, construction, term or permanent financing, (ii) investment capital or working capital and/or (iii) structured tax equity financing, securitization financing, sale-leaseback financing, tax credit financing and/or any other debt or equity financing, including without limitation, any renewals, refundings, extensions or refinancings of any of the foregoing. In connection therewith Tenant may enter into various agreements and execute various documents relating to such financing, which documents may, among other things, assign this Lease and the Easements and any other easements benefitting the Premises by way of direct or collateral assignment to a Financing Party, assignment of the Easements and a lease of the Solar Facility from such Financing Party to Tenant, grant the Financing Parties a sublease or other real property interest in Tenant's interest in and to the Premises, grant a first priority security interest in Tenant's interest in the Improvements and/or this Lease and Tenant's other interests in and to the Premises, including, but not limited to, any Easements, rights of way or other similar interests (such documents, collectively "**Financing Documents**"). Landlord acknowledges notice of the foregoing and consents to the foregoing actions and Financing Documents described above, and Landlord agrees to execute, and agrees to cause any and all of Landlord's lenders to execute, such subordination agreements, consents, estoppels and other acknowledgements of the foregoing as Tenant or the Financing Parties may request. For purposes herein, "**Financing Party**" or "**Financing Parties**" shall include (x) any individual, entity, financial institution, leasing company, or lender providing funds or extending credit to Tenant or its affiliates and (y) any collateral or administrative agent acting on behalf of any such individual, entity, financial institution, leasing company, or lender in connection with such financing.

(b) **Financing Party Protections.** Landlord agrees not to accept a voluntary surrender of this Lease at any time while a Financing Party has a lien on the leasehold estate; and Landlord and Tenant further agree that, so long as any such Financing Party shall have a lien on the leasehold estate, without the prior written consent of such Financing Party, Landlord and Tenant will not subordinate this Lease to any mortgage which may hereafter be placed on the fee of the Land or amend or alter any terms or provisions of this Lease. This provision is for the express benefit of and shall be enforceable by such Financing Party.

(c) **Financing Party Cure Rights.** If at any time any Financing Party (or Tenant on behalf of a Financing Party) shall have given to Landlord, a notice specifying the name and address of such Financing Party for purposes of receiving notice, Landlord shall send by personal delivery or by certified or registered mail or overnight courier service to such Financing Party a copy of each notice of default or other notice at the same time as and whenever any such notice of default or other notice shall thereafter be given by Landlord to Tenant, addressed to such Financing Party at the address last furnished to Landlord. No notice of default by Landlord shall be deemed to have been given unless and until a copy thereof shall have been so given to such Financing Party. Tenant irrevocably directs that Landlord accept, and Landlord agrees to accept, performance and compliance by any Financing Party (or its designee) of and with any term, covenant or condition on Tenant's part to be kept, observed or performed under this Lease with the same force and effect as though kept, observed or performed by Tenant. The Financing Party shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, but not the obligation to so remedy or commence to remedy, as is given to Tenant, plus the following additional time periods following the expiration of Tenant's cure period described in Section 16 below: (i) thirty (30) days in the event of a monetary default; and (ii) ninety (90) days in the event of a non-monetary default. A Financing Party shall have the absolute right to enforce its lien and acquire title to the leasehold estate

(directly or through a designee) by any lawful means, including foreclosure or assignment in lieu of foreclosure, and thereafter assign or transfer the leasehold estate to a third party. The commencement of a judicial or non-judicial foreclosure proceedings by a Financing Party shall be deemed the commencement of a non-monetary cure provided that the Financing Party thereafter diligently prosecutes the same and upon acquisition by either the Financing Party or any other direct purchaser or direct transferee of Tenant's interest under this Lease, whether at a judicial foreclosure, trustee's sale or by deed or assignment in lieu of foreclosure, such Financing Party, purchaser or transferee commences within ninety (90) days of acquiring such interest, and thereafter diligently prosecutes to completion, curing all defaults hereunder reasonably capable of being cured by such Financing Party or transferee.

(d) **Notice to Financing Parties.** In case of the termination of this Lease by reason of the happening of an Event of Default (defined below) or the leasehold estate is foreclosed or rejected by the Tenant in bankruptcy, Landlord shall give notice thereof to any Financing Party whose notice details have been provided to Landlord in accordance with Section 14(c), which notice shall be sent by personal delivery or by registered or certified mail or overnight courier service to such Financing Party at the address last furnished to Landlord. If, within ninety (90) days after the mailing of such notice, such Financing Party shall notify Landlord that such Financing Party or its designee desires to enter into a lease of the Premises with Landlord, Landlord shall join with the Financing Party, or its designee, in executing and delivering a new lease of the Premises to such Financing Party, or its nominee, for the remainder of the Term, at the Basic Rent and upon the terms, covenants and conditions contained in this Lease, provided that Financing Party (i) pays to Landlord all amounts due and owed by Tenant up to the date of execution of the new lease, (ii) performs all other obligations of Tenant under the terms of this Lease to the extent performance is then due and susceptible of being performed by Financing Party, and (iii) agrees to cause to be performed all non-monetary obligations which Tenant has not performed and would have accrued under this Lease up to the date of commencement of the new lease. . Any new lease shall be superior to all rights, liens and interests intervening between the date of this Lease and the granting of a new lease and shall be free of any and all rights of Tenant under this Lease.

(e) **Financing Party Obligations.** No Financing Party shall have any obligation under this Lease prior to the time that such Financing Party acquires title to the leasehold estate by foreclosure, assignment in lieu of foreclosure or otherwise and has the possession or use thereof in accordance with Section 14(c) above. Moreover, any Financing Party or other party who acquires the leasehold estate pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations hereunder pertaining to (i) the period prior to the time such Financing Party has possession and use of the leasehold estate, provided that Landlord shall nevertheless be entitled to exercise all of its rights under this Agreement (including its Section 16 Default rights) in the event that Tenant and Financing Party fail to perform Tenant's obligations under this Agreement beyond any applicable cure period; or (ii) the period after such Financing Party or other party no longer has possession and use of the leasehold estate and such possession and use has properly vested in another person or entity.

(f) **Survival.** The provisions of this Section 14 shall survive the expiration or earlier termination of this Lease.

## 15. **Assignment and Subletting.**

(a) Tenant shall not have the right to assign any of its rights, duties or obligations under this Lease without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may, without Landlord's consent, in its sole discretion, assign any of its rights, duties, or obligations under this Lease and with respect to the Improvements (i) to one or more of its affiliates, (ii) to any entity which controls, is controlled by or under common control with Tenant or its affiliates (the "**Affiliate Parties**"), (iii) to a Financing Party, (iv) to any present or future purchaser of the power generated by the Solar Facilities, (v) to any person or entity purchasing or otherwise succeeding



to all or substantially all of the assets of Tenant or one of the Affiliate Parties, (vi) any entity engaged in a joint venture, partnership or similar arrangement with Tenant or any Affiliate Party, or (vii) to a successor entity in a merger or acquisition transaction.

(b) Tenant shall have the right to sublet all or portions of the Premises, provided that each such sublease shall be subject and subordinate to this Lease and to the rights of Landlord hereunder.

(c) Landlord may not assign, sublease, mortgage, pledge, or transfer its interest in the Premises, except if Landlord is transferring its interest in the Premises to a bona fide third party purchaser, or this Lease without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed.

16. **Default Provisions.**

(a) **Default.** The following events shall be deemed to be events of default (each an “**Event of Default**,” and collectively, the “**Events of Default**”):

(i) Failure to pay any payment required to be made hereunder as the same shall become due and payable, and such failure shall continue for twenty (20) business days after written notice of such failure has been received by the defaulting party.

(ii) Failure to comply in any material respect with any material term, provision or covenant of this Lease, other than payment of monetary sums, and if such failure continues for a period of sixty (60) days after written notice specifying such failure has been received by the defaulting party, or in the case of any such failure which cannot with due diligence and in good faith be cured within sixty (60) days, within such additional period as may be reasonably required to cure such failure with due diligence and in good faith.

(iii) Any act or omission of Landlord that in any way, directly or indirectly, impacts, affects or impairs Tenant’s ability to operate and/or the operation of the Solar Facility.

(b) **Remedies.** Upon the occurrence of any Event of Default, subject to the rights of any Financing Party, the non-defaulting party may, at its option, and in addition to and cumulatively of any other rights it may have at law or in equity or under this Lease (i) cure the Event of Default on the defaulting party’s behalf, in which event the defaulting party shall reimburse the non-defaulting party for all sums so expended; (ii) terminate this Lease by notice to the defaulting party and in conformity with the procedures required herein and by applicable law; or (iii) enforce, by all proper and legal suits and other means, its rights hereunder. In addition to any other remedies Tenant may have, Tenant shall be entitled to injunctive or other equitable relief as a remedy.

17. **Surrender of Possession.**

(a) **Ownership of Improvements.** Subject to the rights of all Financing Parties, on the expiration or earlier termination of this Lease, title to all Improvements located at the Premises shall continue to be the property of Tenant, its successors or assigns.

(b) **Surrender.** In accordance with the foregoing, Tenant shall, on or before the last day of the Term, or upon the earlier termination of this Lease, peaceably and quietly leave, surrender and yield up to Landlord the Premises, free of subtenancies.

(c) **Decommissioning and Removal.** On or before the fifteenth (15th) year of this Lease, Tenant shall provide to the Landlord a decommissioning and removal bond in an amount sufficient to decommission and remove the Solar Facility and restore the Premises, as determined by a qualified third party engineering consultant and contained in a decommissioning study developed at Tenant’s expense, a

copy of which study shall be provided to Landlord; *provided, however*, if the County of Champaign, Illinois or other governmental or quasi-governmental agency shall require a decommissioning bond in connection with this Solar Facility (a “Governmental Decommissioning Bond Obligation”), then satisfaction by Tenant of such Governmental Decommissioning Bond Obligation shall be deemed to satisfy Tenant’s obligation to provide a decommissioning and removal bond hereunder and no additional bond shall be required hereunder. To the fullest extent permitted by law, in no event shall Landlord be held responsible for the Governmental Decommissioning Bond Obligation. Promptly after the expiration or earlier termination of the Term, Tenant shall commence to decommission, dismantle and remove the Solar Facility and all other property of Tenant located on the Premises, returning the Premises to its condition as of the Effective Date to the extent reasonably practical (reasonable wear and tear, casualty and condemnation excepted); provided, however, that Tenant shall not be required to decommission, dismantle or remove any underground Improvements or to significantly alter the grade of the Premises. Landlord hereby grants to Tenant and its successors and assigns a license to enter upon the Premises to perform the activities required to be performed by Tenant pursuant to this Section 17(c), which license shall be effective commencing upon the date of termination or expiration of the Term and shall continue for one hundred eighty (180) days thereafter. Tenant’s obligation to pay Basic Rent under this Lease shall continue until such time as the Premises and any Easement areas have been fully restored to the original condition of the same, ordinary wear and tear excepted

18. **Indemnification.**

(a) **Tenant.** Tenant shall indemnify, defend and hold harmless Landlord, its affiliates, officers, directors, partners, managers, members, agents and employees and their successors and assigns (collectively, “**Landlord Party**”) from and against any claim, loss, expense, including reasonable attorneys’ fees, demand, lawsuit, or action for personal injury or property damage (collectively, “**Losses**”), to the extent resulting from (i) the negligent or willful misconduct of Tenant or any Tenant Party (defined below); and/or (ii) the material breach by Tenant of any obligation, representation or warranty arising under the Lease (beyond all applicable notice and cure periods). Tenant shall not, however, be required to reimburse or indemnify Landlord or any Landlord Party for any Losses to the extent such Losses are due to the negligence or willful misconduct of Landlord or any Landlord Party.

(b) **Landlord.** Landlord shall indemnify, defend and hold harmless Tenant, its affiliates, officers, directors, partners, managers, members, agents and employees and their successors and assigns (collectively, “**Tenant Party**”) from and against any Losses, to the extent resulting from (i) the negligent or willful misconduct of Landlord or any Landlord Party; and/or (ii) the material breach by Landlord of any obligation, representation or warranty arising under the Lease. Landlord shall not, however, be required to reimburse or indemnify Tenant or any Tenant Party for any Losses to the extent such Losses are due to the negligence or willful misconduct of Tenant or any Tenant Party.

(c) **Consequential Damages.** Notwithstanding anything to the contrary herein, neither party shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including but not limited to loss of use or loss of profit or revenue.

(d) **Survival.** The provisions of this Section 18 shall survive the expiration or earlier termination of this Lease.

19. **Quiet Enjoyment; Conveyance by Landlord.** As long as no Event of Default by Tenant has occurred or is continuing beyond any applicable cure period, Landlord covenants that Tenant shall and may peacefully and quietly have, hold, occupy and enjoy the Premises for the entire Term, without hindrance, ejection or molestation by Landlord or any party claiming under or through Landlord. In no event shall Landlord permit or suffer to exist any tax lien or other encumbrance on or against the Solar Facility, any Improvements or the Premises without Tenant’s prior written consent, which may be withheld in Tenant’s

sole and absolute discretion. Landlord shall pay when due all of its obligations secured by a mortgage, deed of trust or other security. Upon either party's discovery of any such lien or failure to pay any secured obligations, such party shall (a) promptly give written notice thereof to the other party, and (b) Landlord shall cause the same to be discharged of record, paid or deliver to Tenant appropriate security for payment within thirty (30) days after Landlord receives notice of delinquency or filing of same, either by payment, deposit or bond. If Landlord fails to discharge any such lien or make any such payment, within such period, or to pay any Taxes and Assessments as required to be paid by Landlord under Section 9 above, then, in addition to any other rights or remedy hereunder, Tenant may, but shall not be obligated to, make the payment or procure the discharge of the same. Any amount so paid or discharged by Tenant, and all costs and other expenses related thereto, including reasonable attorneys' fees, in defending any such action or in procuring the discharge of such lien, together with interest thereon at 10% or the maximum permitted by law, shall be payable by Landlord to Tenant upon demand or may be deducted from the amounts owed to Landlord under this Lease.

20. **Requirements of Governmental Agencies.** Landlord shall assist and fully cooperate with Tenant, at no out-of-pocket expense to Landlord, in complying with or obtaining any land use permits and approvals, building permits, environmental impact reviews or any other approvals or entitlements required for the financing, construction, installation, monitoring, replacement relocation, maintenance, operation or removal of the Solar Facility, including execution of applications for such approvals, and including participating in and supporting any appeals or regulatory proceedings respecting the Solar Facility. To the extent permitted by law, Landlord hereby waives enforcement of any applicable setback requirements respecting the Solar Facility to be placed on the Land.

21. **Landlord's Representations, Warranties and Covenants.** Landlord hereby represents, warrants and covenants to Tenant as of the Effective Date as follows:

(a) **Possession.** Landlord holds the entire fee simple interest in the Premises and will deliver possession of the Premises to Tenant free and clear of all tenants and occupants and Landlord's personal property and equipment.

(b) **Authority.** Landlord has the full legal right, power and authority, without the consent of any additional party or parties, to enter into this Lease and to perform, its obligations hereunder. The execution and delivery of this Lease 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 Landlord is a party.

(c) **Binding on Landlord.** The person executing this Lease on behalf of Landlord has full power and authority to bind Landlord 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.

(d) **Claims or Actions.** There are no pending or threatened claims, actions or suits affecting the Premises.

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

(f) **Authority.** The execution, delivery and performance by it under this Lease have been duly authorized by all necessary action by Landlord and do not violate any provision of any current Laws applicable to Landlord, the Property or any order, judgment or decree of any court or other agency presently

binding on Landlord or conflict with or result in a breach of or constitute a default under any contractual obligation of Landlord.

(g) **Mortgages/Liens**. There are no pending mortgages or liens that affect the Premises that have not been subordinated to this Lease in a form reasonably acceptable to Tenant.

(h) **Bankruptcy**. Landlord 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.

(i) **Hazardous Substances; Environmental Laws**. The Premises are free of any Hazardous Substances (as defined below) in a condition which violates any Environmental Laws (as defined below) and there are no outstanding claims and Landlord has not received any notice of any violations by any governmental authorities with respect to the Premises alleging a violation of applicable legal requirements and the Premises is in compliance with all legal requirements and Environmental Laws. Landlord shall indemnify, defend and hold harmless Tenant, and Tenant Party from and against any and all claims, actions, causes of action, suits, proceedings, costs, expenses (including attorney's fees), liabilities, damages, penalties, fines, losses and liens of any type resulting from (i) the presence of any Hazardous Substances in, on or under the Premises as of the Effective Date, (ii) any release of Hazardous Substances caused or permitted by Landlord or any Landlord Party, or (iii) any violation or alleged violation of any Environmental Laws by Landlord or any Landlord Party.

The term "**Hazardous Substance**" as used in this Lease shall mean any hazardous or toxic material, substance or waste, pollutant or contaminant or infectious or radioactive material, which is regulated now or in the future under any statute, law, ordinance, rule or regulation of any local, state, regional or federal authority having jurisdiction over the Property, or its use, including, but not limited to any material, substance or waste, which is: (A) defined as a solid waste, hazardous substance, toxic substance or hazardous waste under any Environmental Laws; (B) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, and wastes; (C) polychlorinated biphenyls; (D) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents; (E) lead; (F) explosives; (G) infectious materials; (H) radioactive materials; or (I) defined or regulated as a hazardous substance or hazardous waste under any rules or regulations promulgated under any Environmental Law.

[The term "**Environmental Laws**" means any federal, state or local laws, ordinances, statutes, codes, rules, regulations, orders or decrees now or hereinafter in effect relating to (A) pollution, (B) the protection or regulation of human health, natural resources or the environment, (C) the treatment, storage or disposal of Hazardous Substances, or (D) the emission, discharge, release or threatened release of Hazardous Substances into the environment, including, without limitation (1) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("**CERCLA**") (41 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act, as amended ("**RCRA**") (42 U.S.C. § 6901 et seq.), and the Toxic Substances Control Act, as amended ("**TSCA**") (15 U.S.C. § 2601 et seq.); and (2) the California Hazardous Waste Control Law, as amended (Health & Safety Code §25100 et seq.), the Carpenter-Presley-Tanner Hazardous Substance Account Act, as amended (Health & Safety Code §25300 et seq.), the California Hazardous Materials release Response Plans and Inventory, as amended (Health & Safety Code §25500 et seq.), the California Underground Storage of Hazardous Substances, as amended (Health & Safety Code §25280 et seq. and the Environmental Protection Act of Illinois ("**IEPA**"), 415 ILCS 5/1 et seq.]

(j) **Survival**. The provisions of this Section 21 shall survive the expiration or earlier termination of this Lease.

22. **Estoppel Certificates.** Either party agrees, at any time and from time to time upon not less than ten (10) business days' prior notice by the other party or from a Financing Party, to execute, acknowledge and deliver to the other party, or to any person designated by the other party, a written estoppel certificate certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), and the dates to which the Basic Rent has been paid, and stating whether or not the other party is in default in keeping, observing or performing any term, covenant or condition contained in this Lease on the other party's part to be kept, observed or performed and, if in default, specifying each such default, and any other factual matters pertaining to this Lease reasonably requested by the other party or a Financing Party, it being intended that any such statement delivered pursuant to this Section 22 may be relied upon by the other party, or any prospective purchaser or encumbrancer of a party's interest in the Lease or any part thereof (including any Financing Party). Any party's failure to execute, acknowledge, and deliver, on request, such an estoppel within the specified time shall constitute acknowledgment by such party to all persons entitled to rely on the estoppel certificate that the information contained in the form of estoppel certificate provided with the request is true and accurate in all respects and shall constitute a waiver, with respect to all persons entitled to rely on the estoppel certificate, of any defaults that may exist as of the outside date for return of the requested estoppel certificate; provided that said acknowledgment and waiver shall not apply to the extent such acknowledgment or waiver is inconsistent with any statement or information set out in a written notice provided by such party to the requesting party within the specified time.

23. **Arbitration.** The parties agree that any dispute, controversy, claim or disagreement between or among them arising out of, concerning or relating to this Lease 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 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 23 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 23 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 Lease, 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. This Section 23 will survive the termination or expiration of this Lease.

(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 Lease specifying any particular state or national law as the governing law.

24. **Miscellaneous Provisions.**

(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 Lease, 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 LEASE OR ANY DEFENSE, CLAIM, COUNTERCLAIM, CLAIM OF SET-OFF OR SIMILAR CLAIM OF ANY NATURE.

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

(d) **Counterparts.** This Lease 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 Lease had been delivered and hereby waive any defenses to the enforcement of the terms of this Lease 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 Lease 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 Lease 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 Lease. Landlord agrees that whenever it is provided in this Lease that the prior consent or approval of Landlord is required, Landlord will not unreasonably withhold, condition or delay the giving of such consent or approval.

(h) **Governing Law.** This Lease 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 Lease 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 Lease, 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. Landlord and Tenant agree that all prior or contemporaneous oral or written agreements between or amongst themselves or their agents are merged in or revoked by this Lease.

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

(k) **Successors and Assigns.** This Lease, 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 Lease 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 Lease or any amendments or exhibits hereto.

(m) **Survival of Terms.** Those provisions in this Lease which by their terms are intended to be or must be performed in whole or in part after the expiration or earlier termination of this Lease shall survive such expiration or termination of this Lease.

(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 of this Lease and each and every provision of this Lease.

(p) **Memorandum of Lease.** Concurrently with the execution of this Lease, Landlord and Tenant shall execute and acknowledge before a notary public, in recordable form, and deliver a short form memorandum of lease in the form of **Exhibit E** attached hereto and incorporated herein, which shall be recorded by Tenant in the official records of the county where the Premises is located.

(q) **Notices.** All notices, approvals, disapprovals or elections required or permitted to be given under this Lease 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 Tenant or Landlord in writing. Except as expressly set forth in this Lease, 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.

**Landlord 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: \_\_\_\_\_

**Tenant Address**

c/o Forefront Power, LLC  
Attn: Legal  
100 Montgomery Street, 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, Landlord and Tenant have executed this Lease on the date first above written.

**LANDLORD:**

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: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Ralph E. Woodard Trust, Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Beatrice H. Woodard Trust, Trustee

**TENANT:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF )  
 ) ss  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that (s)he signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF )  
 ) ss  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that (s)he signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**EXHIBIT A**

**THE PROPERTY**

**[TO BE ATTACHED]**

**EXHIBIT B**

**THE LAND**

**[TO BE ATTACHED]**



**EXHIBIT C**

**INTENTIONALLY DELETED**

**EXHIBIT D**

**INTENTIONALLY DELETED**

**EXHIBIT E**

**FORM OF MEMORANDUM OF LEASE**

THIS DOCUMENT IS  
PREPARED BY AND  
AFTER RECORDING,  
PLEASE RETURN TO:

*Forefront Power, LLC  
Attn: Legal  
100 Montgomery Street,*

*1400  
San Francisco, CA 94104*

**[TO BE IN RECORDABLE FORM IN  
ILLINOIS, THERE MUST BE A 3" HIGH  
BY 5" WIDE BLANK SPACE IN THE  
UPPER RIGHT HAND CORNER OF THE  
FIRST PAGE]**

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No transfer tax due. Term of Lease is less than 35 years.

**MEMORANDUM OF LEASE [AND EASEMENT]**

This MEMORANDUM OF LEASE (the “**Memorandum**”) is made and entered into as of \_\_\_\_\_, 201\_, by and between 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 (“**Landlord**”), and FFP IL Community Solar, LLC, a Delaware limited liability company (“**Tenant**”).

**PRELIMINARY STATEMENT**

WHEREAS, Landlord is the owner of the real property located in Champaign County, Illinois, more particularly described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

WHEREAS, pursuant to that certain Ground Lease (the “**Lease**”) dated as of \_\_\_\_\_, 201\_ by and between Landlord and Tenant, Tenant leases from Landlord the land more particularly described in Exhibit B attached hereto and made a part hereof, together with all easements and similar appurtenances thereto (collectively, the “**Land**”).

WHEREAS, the parties hereto desire to enter into this Memorandum so that third parties shall have notice of the existence of the Lease and of the rights and obligations of Landlord and Tenant under the Lease.

**AGREEMENT**

NOW, THEREFORE, the parties hereto do hereby certify and agree as follows:

1. Lease. As set forth more fully in the Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the Term (as defined below), the Land in accordance with the terms and provisions of

The address of the Property is : \_\_\_\_\_

Permanent Index Number for the Property is: \_\_\_\_\_

The address of the Land is : \_\_\_\_\_

Permanent Index Number for the Land is: \_\_\_\_\_

Exhibit E to Exhibit C

the Lease. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Lease.

2. Solar Energy Insolation. As set forth more fully in the Lease, Landlord grants to Tenant the right and privilege to the free and unobstructed insolation of solar energy over and to the Land. Landlord's activities and any grant of rights Landlord makes to any person or entity, whether located on the Premises or elsewhere, shall not, currently or prospectively, interfere with: the construction, installation, maintenance, or operation of the Solar Facility and/or access over the Premises to such Solar Facility and/or Tenant's rights to use the Premises as permitted pursuant to the Lease. Without limiting the generality of the foregoing, Landlord shall not (and shall not allow any other party to) disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Land, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging in any other activity on the Land or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facility.

3. Personal Property. The parties agree that the Improvements are severed by agreement and intention of the parties and shall remain severed from the Premises, and, even though attached or affixed to or installed upon the Premises, shall not be considered to be fixtures or a part of the Premises and shall not be or become subject to the lien of any mortgage or deed of trust placed on the Premises by Landlord.

4. Term. The term of the Lease (the "**Term**") commenced on the Effective Date and shall terminate on the date that is twenty (20) years after the Commercial Operation Date. Tenant has two (2) options to extend the Term for five (5) years each.

5. Successors and Assigns. The Lease provides that the provisions of the Lease are binding upon and inure to the benefit of Landlord and Tenant and each of their respective representatives, successors and assigns, subject to the terms and provisions thereof.

6. Incorporation/Conflicts. All of the terms, conditions and agreements contained within the Lease are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change the terms of the Lease and, in the event of a conflict between the terms and conditions of this Memorandum and the Lease, the terms and conditions of the Lease shall control.

7. Governing Law. This Memorandum shall be governed by the laws of the State of Illinois.

8. Counterparts. The parties agree that this Memorandum may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed under seal and delivered as of the date first written above.

**LANDLORD**

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: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Ralph E. Woodard Trust, Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Beatrice H. Woodard Trust, Trustee

**TENANT**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF )  
 ) ss  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that (s)he signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF )  
 ) ss  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that (s)he signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Notary Public

(seal)

**EXHIBIT A to EXHIBIT E**

**LEGAL DESCRIPTION OF THE PROPERTY**

**[TO BE ATTACHED]**

The address of the Property is : \_\_\_\_\_

Permanent Index Number for the Property is: \_\_\_\_\_

Exhibit E to Exhibit C



**EXHIBIT B to EXHIBIT E**  
**LEGAL DESCRIPTION OF THE LAND**  
**[TO BE ATTACHED]**

The address of the Property is : \_\_\_\_\_  
Permanent Index Number for the Property is: \_\_\_\_\_  
Exhibit E to Exhibit C