

POWER PURCHASE AND SOLAR SERVICES AGREEMENT

BY AND BETWEEN

Solar Development Group, LLC d.b.a. Green Energy Partners

AND

Town Of Tusten

January 29, ²⁰¹⁵~~2014~~

Handwritten signature and initials. The signature is a large, stylized scribble. To its left are two 'X' marks, one above and one below. A circled 'a' is written above the signature.

CONFIDENTIAL

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Provider



ii

Host





This Power Purchase And Solar Services Agreement (“Agreement”) is entered into as of January 29, 2015 by and between Solar Development Group, LLC d/b/a/ Green Energy Partners a Pennsylvania company, its successors and assigns (“Provider”) and Town of Tusten, located at 210 Bridge St., PO Box 195, Narrowsburg, NY, 12764 Host”), individually referred to as “Party” and collectively as “Parties” in the Agreement.

WHEREAS, Provider desires to develop, design, construct, own and operate a solar powered electric generating Facilities located onsite at the Host’s properties:

152.5 kW DC located at Tusten Town Barn, 6067 State Route 97, Narrowsburg, NY, 12764.

WHEREAS, Host desires to make a portion of its property available to Provider for the construction, operation and maintenance of the Facility and to purchase one hundred percent (100%) of the electric energy produced by the Facilities; and

NOW, THEREFORE, in consideration of the premises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

DEFINITIONS

Certain capitalized terms used in this Agreement have the meanings set forth as follows:

“Access Rights” means the rights provided in this Agreement for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Facility, and to interconnect the Facility with the Local Electric Utility and to provide water, electric and other services to the Facility.

“Agreement” means this Power Purchase and Solar Services Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

“Applicable Law” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“Applicable Solar Program” means any applicable local, state, or federal grant, rebate or loan program/s, each as amended from time to time and to be paid to Provider pursuant to Section 8(c) of this Agreement.

“Change in Law” means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

“Commercial Operation Date” means the date, which shall be specified by Provider to Host pursuant to Section 4, when the Facility is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

“Confidential Information” has the meaning provided in Section 15.

“Delivery Point” means the point where the Facility is interconnected with the System.

“Dispute” has the meaning provided in Section 22.

“Early Termination Amount” means an amount equal to Fair Market Value.

“Electricity” means all of the electricity generated by means of solar generation on site at the Facility and delivered to a Point of Delivery. It also includes all of the electricity generated by means of solar generation generated offsite and delivered through a licensed Puerto Rico electricity reseller, or public utility regulated by the Puerto Rico Public Service Commission.

“Electric Service Provider” means any person, including the Local Electric Utility, authorized by the state where Facility is located to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

“Environmental Attributes” means all state and federal or other Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Facility and its displacement of conventional energy generation.

“Facility or Facilities” means an integrated system for the generation of electricity from solar energy to be installed on-site on the Host’s Premises or off-site in accordance with this Agreement.

“Facility Lessor” means, if applicable, any Person to whom Provider transferred the ownership interest in the Facility, subject to a leaseback of the Facility from such Person.

“Fair Market Value” means, as determined by a mutually approved third party appraiser, the greater of:

(1) the amount that would be paid in an arm’s length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer; or

(2) the present value of all associated future income streams arising from the operation of the Facilities.

“Force Majeure Event” has the meaning provided in Section 18.

“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board,

administrative agency or regulatory body of any government.

“Host” means Town of Tusten

“Initial Period” has the meaning provided in Section 2.

“Installer” means Solar Development Group, LLC d/b/a/ Green Energy Partners a Pennsylvania company, its successors and assigns.

“Interconnection Agreement” means the agreement described in Section 11.

“Land Registry” means the office where real estate records for the Site are customarily filed.

“Lender” means persons providing construction or permanent financing to Provider in connection with installation of the Facility and shall include lessors in sale-leaseback transactions.

“Local Electric Utility” means the local electric distribution owner and operator which under the laws of the State of New York are responsible for providing electric distribution and interconnection services to Host at Site.

“Operations Period” has the meaning provided in Section 2.

“Party” means either Host or Provider, as the context shall indicate, and “Parties” means both Host and Provider.

“Person” means any individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Point of Delivery” has the meaning set forth in Section 6.

“Premises” means the location of the Facility on the Site.

“Property Tax Credits” means the abatement and/or reduction in local property taxes available to Host during the Term of the Agreement as a result of the installation of the Facility and may be paid to the Provider pursuant to Section 8 of this Agreement.

“Provider” means Solar Development Group, LLC d/b/a/ Green Energy Partners a Pennsylvania company, its successors and assigns.

“Renewable Energy Certificate” or “REC” means all state and federal certificates, credits, SRECs, allowances, green tags, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a specified quantity of energy from a renewable energy source by a renewable energy facility.

“Site” means the real property of Host described on Exhibit A1 attached hereto, which properties include the Premises.

“System” means the electric distribution infrastructure utilized to distribute electricity throughout Host’s facility.

“Tax Attributes” means the investment tax credits and any tax deductions or other benefits under the Internal Revenue Code or applicable state law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits and accelerated and/or bonus depreciation.)

“Term” shall have the meaning provided in Section 2 hereof.

TERM

- (a) This Agreement shall consist of an Initial Period, and, unless the Provider or Host has exercised its right under Section 4 hereof to terminate the Agreement prior to the end of the Initial Period, an Operations Period. As used herein, “Term” shall mean all of the Initial Period and the Operations Period.
- (b) With respect to the Facility, the Initial Period will begin on the date of execution and delivery of this Agreement and will terminate on the earlier of (i) the Commercial Operation Date of the Facility or (ii) the date this Agreement is terminated with respect to such Facility pursuant to the provisions of Section 4.
- (c) The Operations Period with respect to the Facility will commence on the Commercial Operation Date of the Facility. Unless otherwise extended pursuant to paragraph 9(b), the Operations Period of the Facility will terminate at 11:59 p.m. on the last day of the month in which the 20th anniversary of the Commercial Operation Date of the Facility occurs.

ACCESS TO PREMISES, OWNERSHIP OF FACILITY

- (d) Host hereby grants Provider and its designees (including Installer and persons responsible for implementing the Applicable Solar Program) an exclusive irrevocable license to the Facility and access to the Premises, for the Term, at reasonable times and upon reasonable notice for the purposes of designing, installing, operating, maintaining, repairing and removing the Facility, and any other purpose set forth in this Agreement, and otherwise in accordance with the provisions of this Agreement. Such license shall include all necessary easement to access the Facility and perform the work describe herein and Provider will provide Host with, and Host shall execute, a license or notice of license in recordable form substantially similar to the Notice of License in Exhibit [D] of this Agreement suitable for recording in the Land Registry office in the town or county wherein real estate interests are recorded.

- (e) Except as otherwise provided herein, Provider shall be the legal and beneficial owner of the Facility at all times. Host acknowledges that (i) the Facility is personal property and shall not attach to or be deemed a part of, or fixture to, the Site and (ii) the Facility shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will use commercially reasonable efforts to place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Facility and the legal status or classification of the Facility as personal property.
- (c) Host grants Provider and its representatives Access Rights with respect to the Site which include without limitation:
 - (i) reasonable vehicular and pedestrian access across the Site to the Premises for purposes of designing, installing, operating, maintaining, repairing and removing the Facility. Provider shall use commercially reasonable efforts to minimize any disruption to activities occurring on the Site.
 - (ii) the right to locate transmission lines and communications cables across the Site. The location of any such transmission lines and communications cables shall be at locations that minimize any disruption to Host's activities occurring on the Site.
 - (iii) Host further agrees that its normal security measures, practices, and policies which apply to its own Premises shall also apply to the Facility.
- (d) Provider will be responsible for connecting monitoring equipment for the Facility to external networks so that it is possible for Provider and Host to remotely monitor the Facility. Provider will provide an internet portal or equivalent access which will provide Host read-only access to monitor the performance monitoring system.
- (e) Host, or any lessee, grantee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, the Site which will materially interfere with the construction operations or maintenance of the Facility, or which in any way interferes with the solar access of the Facility. Host covenants that, so long as Provider performs its agreements hereunder, Provider shall have the right to quietly enjoy and use the Premises and Provider's rights granted in this Agreement throughout the Term, subject to the provisions hereof. Host represents and warrants to, and covenants with, Provider that: (a) Host has the power and authority to execute and deliver this Agreement and to perform all covenants to be performed by Host hereunder; and (b) the Premises shall be free from any and all liens, claims, and encumbrances that materially interfere with Provider's intended use and enjoyment of the Premises or Provider's other rights hereunder;

PLANNING AND INSTALLATION OF FACILITY

- (f) During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Facility and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Facility will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Facility; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Facility under the Applicable Solar Program.
- (g) Provider is entitled to utilize information furnished by Host pursuant to this Section 4(b) but Host shall not be responsible for its accuracy or completeness. Upon Provider's request, Host shall, when possible, provide Provider with the information regarding the Premises to the extent that such information exists and is within Host's control.
- (h) At any time during the Initial Period prior to the start of on-site installation of the Facility, Provider shall have the right to cease development of the Facility on the Premises, whether due to failure to obtain necessary permits, inability to interconnect with the Local Electric Utility; failure to qualify for payments under Applicable Solar Program, failure to obtain necessary financing from third parties, or for any other reason determined by Provider in its sole discretion. If Provider gives Host notice of such determination with respect to the Facility, this Agreement shall terminate with respect to the Facility effective as of the delivery of such notice without any further liability of the Parties to each other with respect to such Facility.
- (i) If upon the expiration of 548 days (not including any days in which a Force Majeure condition existed) following the date of this Agreement, the Commercial Operation Date has not occurred with respect to the Facility, Host may terminate this Agreement with respect to the Facility by delivering notice to Provider of its intention to terminate this Agreement with respect to the Facility, and the Agreement shall so terminate thirty (30) days after Provider's receipt of such notice; provided, that if the Commercial Operation Date of the Facility occurs within such thirty (30) day period, this Agreement shall not terminate with respect to such Facility. Resolution provisions of Section 22 hereof shall continue to apply notwithstanding the termination of this Agreement.
- (j) At any time during the Initial Period, upon at least ten (10) days notice to Host, Provider shall have the right to install the Facility on the Premises. Provider has the right to modify the design of the Facility, including the selection of the components in the Facility, as Provider, in its sole discretion, may determine.
- (k) Provider shall, at its expense, install one or more meter(s) as part of the Facility to measure the output of the Facility at the Point of Delivery. Host and Provider will have access to an electronic monitoring system.

- (l) Provider shall give Host regular updates, on a reasonable schedule on the progress of installation of the Facility and shall give Host 3 Business Days' notice of when Provider will commence testing of the Facility. After the Facility meets the requirements of the Local Electric Utility and the Interconnection Agreement, has been installed in accordance with all Applicable Laws, and is capable of producing Electricity on a continuous basis, Provider shall notify Host that installation of the Facility is complete and shall specify the Commercial Operation Date for the Facility, which may be immediately upon delivery of such notice to Host, provided however that Provider shall have notified Host of Provider's intent to specify the Commercial Operation Date at least ten (10) days prior to such date.
- (m) Provider and Installer are not responsible for any hazardous materials encountered at the Site other than hazardous materials brought to the Site by Provider, Installer or their subcontractors, agents or licensees. Upon encountering any hazardous materials during construction, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. If hazardous materials are used, stored, generated, or disposed of on or in the Premises in any manner by any person other than Provider, Installer or their subcontractors, agents or licensees for which Provider becomes legally liable, Host shall indemnify, defend and hold harmless the Provider from any and all liabilities and costs of whatever kind or nature, known or unknown, contingent or otherwise, arising during or after the Term. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision.

OPERATION OF THE FACILITY

- (n) Provider shall use qualified, licensed contractors to perform the work of installing, operating, and maintaining the Facility. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work. Provider shall, to the extent allowed under Applicable Law, have Installer and its subcontractors execute lien waivers to prevent the imposition of any Stop Notices or liens of any kind against Host's interest in the Site. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities which satisfy the requirements in Section 13 of this Agreement.
- (o) Provider shall design, obtain permits, install, operate, and maintain the Facility so as to keep it in good condition and repair, in compliance with all Applicable Laws and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular. Such work shall be at Provider's sole expense.
- (p) Host will provide security for the Facility only to the extent of its normal security procedures, practices, and policies which apply to all Host Premises, including

the Facility. Host will advise Provider immediately upon observing any damage to the Facility.

- (q) Provider may shut down the Facility at any time in order to perform required emergency repairs to the Facility. At other times, Provider shall give Host notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity which would have been produced by the Facility but for such shutdown.

SALE OF ELECTRIC ENERGY

Provider represents and warrants that the Facilities as designed, installed and operated by Provider will be capable of producing a portion, if not all, of the Host's electricity. Host agrees to purchase from Provider all of the Electricity produced by the Facilities, located on-site and off-site and consumed by Host. Host agrees to purchase from Provider one hundred percent (100%) of the available Electricity in priority to purchases from all other available energy sources. Provider agrees to sell to the Host in priority to all other sales to all other buyers. Thereafter, Provider acknowledges that Host, at its sole and absolute discretion, may purchase electricity from any other source the Host chooses.

On- site Facility

- (r) Throughout the Operations Period of the Facility, subject to the terms and conditions of this Agreement, Provider shall sell to Host and Host shall buy from Provider all of the Electricity produced by the Facility.
- (s) The Electricity from the Facility shall be delivered from Provider to Host in compliance with all of the requirements of the Local Electric Utility.
- (t) Provider does not warrant or guarantee the amount of Electricity to be produced by the Facility for any daily, monthly, annual or other period. Provider is not a utility or an Electric Service Provider, and does not assume any obligations of a utility or electric service provider.
- (u) The output of the Facility will be measured by the meters installed in accordance with Section 4. Provider shall, at its expense, conduct tests of the meters at such times as it deems appropriate in accordance with industry standards.
- (e) Provider warrants that the Electricity produced by the Facility shall meet the requirements of the interconnection agreement with the Local Electric Utility.

PRICE, PAYMENT, AND BILLING

- (v) Price. Commencing on the Commercial Operation Date, Host shall pay to Provider, or its assigns, the price per kWh of electricity listed in Exhibit "A" for a period

of one year. Thereafter, Host shall pay monthly to Provider the price of per kWh of electricity listed in Exhibit "A".

- (w) Payment. Host shall pay for the Electricity produced by the Facility monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of Electricity produced by the Facility in such month, the applicable rates for such, and the total amount due, which shall be the product of the quantities and the applicable rates.
- (x) Billing. Invoices shall be calculated and delivered monthly and shall be either (i) mailed (ii) delivered by a recognized overnight delivery service; (iv) facsimile (v) transmitted by email, addressed as follows:

townclerk@tusten.org

- (d) Host shall pay each invoice within thirty (30) days of receipt of the invoice. Any amounts not paid when due shall accrue interest on the unpaid amount at a fixed annual rate of three and a quarter percent (3.25%) i.e. the prime rate of interest set forth at the banking institution at which the Provider has its principal depository account on the date hereof.
- (e) If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections.

SUPPLEMENTAL POWER, NET METERING, RECS AND PROPERTY TAX CREDITS

- (y) Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its electric energy in excess of the amounts produced by the Facilities and pay for such service. This responsibility shall include, but not be limited to, maintaining itself in good standing with the municipality, any utility that provides such electricity or any other provider of such electricity.
- (z) Host shall pay Provider for one hundred percent (100%) of the Electricity produced by the Facilities at the rates and in the manner provided in this Agreement.
- (aa) Provider shall receive all payments available under the Applicable Solar Program and any other federal, state or local programs applicable to renewable energy sources. If requested by Provider, Host shall provide reasonable assistance to Provider in executing all applications and other documents prepared by Provider necessary for Provider to receive such payments, including designating Provider as the customer or assigning any payments to Provider. If Host receives any payments, it shall promptly pay them over to Provider. Host's obligation to

make any payments to Provider is limited to any payments actually received by Host.

- (bb) Provider shall be the owner of any state and federal Environmental Attributes and Tax Attributes except to the extent provided in Section 8(g) which may arise as a result of the operation of the Facility and shall be entitled to transfer such Environmental Attributes and Tax Attributes to any person. Host shall provide reasonable assistance to Provider in executing all documents prepared by Provider necessary for Provider to receive such state and federal Environmental Attributes and Tax Attributes. If Host receives any payments, certificates or attributes, it shall promptly pay them over to Provider.
- (cc) The electricity purchased by Host from Provider under this Agreement shall not be resold, assigned or otherwise transferred to any other person if such sale or transfer would cause Provider to become a utility or public service company, and Host shall not take any action which would cause Host or Provider to become an electric utility or public service company.
- (dd) Neither Party shall assert that Provider is an electric utility or public service corporation or similar entity which has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of Provider's obligations or performance under this Agreement.
- (ee) If applicable, Host shall be entitled to keep any Property Tax Credits or abatement benefits available to Host as a result of the installation or use of the Facility on the date on which property taxes are due in the town or county in which the Facility is located.

PURCHASE OPTIONS & TRANSFER OF OWNERSHIP; REMOVAL

- (ff) (i) On the 20th anniversary of the Commercial Operation Date Host can either (i) elect to pay a termination payment equal to Fair Market Value or (ii) renew the Agreement under the terms hereof for an additional five (5) years. If Host elects to pay a termination payment under this clause this Agreement and the Operations Period shall terminate upon payment by Host of such amount and Host will assume ownership of the Facility and Provider shall deliver, or cause to be delivered, to Host a Bill of Sale conveying the Facility to Host free and clear of liens or encumbrances.
- (ii) If Host renews the Agreement under the terms of Section 9(a)(i) above for an additional five (5) years, then at the end of such extension term Host shall have the option to either (i) inform Provider that it will not seek to extend the term for a second extension term of five (5) years, or (ii) renew the Agreement under the terms hereof for a second additional extension term of five (5) years.

- (gg) If Host has elected to extend this Agreement for either or both of the extension terms as provided above, then at the end of such extension term or terms Provider, at its expense, shall promptly decommission and remove the Facility. In performing the decommissioning, Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site. Host further agrees that its normal security measures, practices, and policies which apply to its own Premises shall also apply to the Facility.

TEMPORARY SHUTDOWNS, SALE OF SITE, CLOSURE OF PREMISES

- (hh) Host from time to time may request Provider to temporarily stop operation of the Facility, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for Electricity that would have been produced by the Facility during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Facility under the Applicable Solar Program and any other assistance program with respect to Electricity that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes that Provider would have received with respect to Electricity that would have been produced by the Facility during the period of the shutdown.
- (b) In addition to the right of Provider to shut down the Facility for maintenance as provided in Section 5(d), Provider may shutdown the Facility if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Facility.
- (c) Relocation Event. If Host desires to move the Facility to another location on the Site or to another site owned by Host ("Relocation Event"), Host may provide Provider with a mutually agreeable substitute location for the Facility subject to the approval of Facility Lessor in its sole discretion. Host shall give Provider at least 180 days notice of a Relocation Event. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Facility but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all costs associated with the removal and relocation of the Facility, including installation and testing costs and interconnection costs. Any such Relocation Event shall be governed by the provisions of paragraph 10 (a) herein.
- (d) In the event Premises are closed as a result of Host's breach of this Agreement, Host shall nevertheless continue to pay Provider for: all electricity produced by

the Facility on the Premises and delivered to the Point of Delivery; revenues that Provider would have received with respect to the Facility under the Applicable Solar Program and any other assistance program with respect to Electricity that would have been produced during the period of Host's breach; and revenues from Environmental Attributes that Provider would have received with respect to Electricity that would have been produced by the Facility during the period of Host's breach.

PERMITS AND OTHER APPROVALS

- (ii) Provider shall be responsible for paying all costs for and arranging the interconnection of the Facility with Host's Local Electric Utility in a manner which includes bidirectional or "net metering" and performing all of Host's obligations under any Interconnection Agreement. Host shall enter into the Interconnection Agreement with its Local Electric Utility to implement net metering. Provider shall obtain any consents or approvals from the Local Electric Utility which are necessary for the construction, commissioning, or operation of the Facility. Provider shall pay for and obtain all approvals necessary for the construction and operation of the Facility.
- (jj) Host has obtained all consents required for it to enter into and perform its obligations under this Agreement from its lenders, tenants, licensing agencies, as applicable and any other persons with interests in the Site or in Host. These consents shall include estoppel certificates which recognize the rights of Provider, and its assignees and successors, under this Agreement.

TAXES

- (kk) Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for Electricity from the Facility or its other income or revenues. Provider, as owner of the Facility, shall be entitled to all Tax Attributes except as provided in Section 8(g) with respect to the Facility.
- (ll) Host shall be responsible for all taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of Electricity by Provider to Host.
- (mm) Provider shall be responsible for ad valorem personal property or real property taxes levied against the Facility. If Host is assessed any taxes related to the existence of the Facility on the Premises, Host shall immediately notify Provider. Host and Provider shall cooperate in contesting any such assessment.
- (nn) Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site.

- (oo) In the event either Party fails to pay any taxes that may become a lien upon the other Party's property, such Party may pay such amounts and in such event shall be entitled to recover such paid amount from the other Party.
- (pp) Any reimbursement of taxes owing pursuant to this Section 12 shall be paid within twenty (20) days of receiving an invoice therefor from the Party who paid the taxes.

INSURANCE

. Host and Provider shall each maintain the insurance coverage in full force and effect throughout the Term as follows:

- (qq) General Liability. Both Host and Provider will, at its own cost and expense, maintain commercial general liability insurance for the Term of the Agreement with limits of not less than one million dollars (\$1,000,000.00) for injury to or death of one or more persons in any one occurrence and one million dollars (\$1,000,000.00) for damage or destruction to property in any one occurrence.
- (rr) Host and Provider will also meet any additional insurance requirements as may be specified in the Applicable Solar Program contract and/or utility interconnection agreement.
- (ss) Each Party shall furnish current certificates indicating that the insurance required under this Section 13 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days written notice before the insurance is cancelled or materially altered.
- (tt) Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. A cross liability clause shall be made part of the policy. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.
- (uu) All insurance maintained hereunder shall be maintained with companies rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated).

COOPERATION

- (vv) The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

- (ww) Host acknowledges that Provider may obtain construction and/or permanent financing from third party sources in connection with the installation of the Facility. Host agrees to execute all consents to assignment requested by Provider and Lender in connection with such financing.
- (xx) If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Facility, then Host and Provider shall upon Provider's request and at Provider's expense work together to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Facility. Provider shall pay for the expense of obtaining such easements, including payments to property owners and legal costs.
- (d) **Subordination.** This Agreement and all rights of Provider hereunder are subject and subordinate to all existing, easements, rights of way, declarations, restrictions or other matters of record and all existing agreements of the Host with respect to the Premises. Host reserves the right to grant additional licenses, easements, or rights of way, whether recorded or unrecorded, as may be necessary, which do not unreasonably interfere (including shading) with Provider's use of the Premises and the Facility.
- (e) **Nondisturbance.** Host shall secure SNDAs from all existing mortgagees (in form acceptable to Provider). SNDAs secured by Host from all existing mortgagees, shall be consistent with Provider's subordination, non-disturbance and attornment agreements ("SNDAs") in this paragraph 14 and shall provide that, during the Term and so long as this Agreement is in effect, Provider's rights to peaceful occupation and possession of the Premises in accordance with the provisions of this Agreement, and all of Provider's rights and privileges in this Agreement, shall not be disturbed during the Term.

PRESS RELEASES AND CONFIDENTIALITY

- (yy) The Parties acknowledge that they each may not make independent press releases about entering into this Agreement, the size and location of the Facility, and the identity of the other Party, without the prior written consent of the other Party. Only Provider has the exclusive right to (i) be responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (ii) be entitled to all credits, certificates. However, the terms of this Agreement and information about the Facilities constitutes Confidential Information, and is subject to the remaining provisions of this Section 15.
- (zz) For purposes of this agreement, "Confidential Information" means information of a confidential or proprietary nature, only if specifically marked as confidential. Such information shall include, but not be limited to, this Agreement as well as any documentation, records, listing, notes, data, computer disks, files or

records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party.

- (aaa) Subject to the exceptions set forth below in Section 15(d), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.
- (bbb) Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Facility. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena, required filing, or the rules of any stock exchange, to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed.
- (ccc) Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 15 and agrees that the provisions of this Section 15 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 15. The provisions of this Section 15 shall survive until the later of two years from the date of this Agreement or three (3) years from the effective date of any termination of this Agreement.

SECURITY FOR OBLIGATIONS

- (ddd) Host and/or Provider shall make at Provider's expense any necessary filings to disclaim the Facility as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Facility by Provider.
- (eee) The Parties shall execute and record with the appropriate Land Registry licenses or easements and other instruments referencing this Agreement and documenting the Access Rights granted by Host to Provider in this Agreement, and which shall be in form and substance reasonably acceptable to both Parties. The cost of preparation and recording shall be borne by the Provider.
- (fff) With respect to consents that Host obtains under Section 11 hereof from holders of mortgages, liens, or other encumbrances against the Site, such consents shall include recognition of, and agreement not to disturb, the rights of Provider hereunder. Such consents, or acceptable notices thereof, shall be recorded, at Host's expense, in the appropriate Land Registry.
- (ggg) Each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or material man's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Facility, and in the Access Rights granted hereunder.

REPRESENTATIONS AND WARRANTIES

- (hhh) Each Party hereby represents and warrants to the other, as of date hereof, that:
 - (i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.
 - (ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (i) its organizational documents; (ii) any agreement or other obligation by which it is bound or (iii) any law or regulation.
 - (iii) Enforceability. All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken.
 - (iv) This Agreement has been duly and validly authorized, executed and delivered on behalf of such Party and this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms,

subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws and matters in equity.

(v) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority which could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(iii) In addition to the representations and warranties in Section 17(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Electric Usage. Host has provided to Provider complete and correct records of its electric usage at the Site.

(ii) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises.

(iii) Financial Information. Host has provided to Provider complete and correct financial statements, including audited financials for the past two (2) years.

(iv) Host has free and clear title to and is the owner of the Site and Premises.

(v) The Premises and Site are free of and do not contain any hazardous material. "Hazardous material" means, without limitation, any substance defined as "hazardous substance", "hazardous waste", "extremely hazardous waste," or material known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1317 et seq.; and any substance regulated pursuant to any Environmental Laws. The term "hazardous material" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCBs") and petroleum.

FORCE MAJEURE

(jjj) "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence,

of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; strikes or labor disputes and acts or omissions or orders of the Electric Utility, and any emergencies that require Host to be disconnected from, or curtailed or derated by, the transmission and distribution system of the Local Electric Utility.

Except as provided in Section 18 or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly, (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event and resume performance of its obligations hereunder as soon as practicable thereafter.

(kkk) Obligations to make payments for services already provided shall not be excused by a Force Majeure Event.

(lll) In the event of a casualty event which destroys all or a substantial portion of the Premises, Host shall elect, within one hundred and eighty (180) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises and does not offer to cause a Relocation Event under Section 10(c) permitting this Agreement to continue in full force and effect, this shall constitute an Event of Default by Host under Section 21 of this Agreement and Host shall pay Fair Market Value calculated as if the Facility were operational and Provider shall not restore the Facility and this Agreement will terminate. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Facility, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement.

(mmm) Notwithstanding anything to contrary in this Section 18, if nonperformance on account of the Force Majeure event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days notice to the other. Upon such termination, Provider shall be required to decommission and remove the Facility from the applicable Site provided at its sole cost. In the event of such a termination of this Agreement with respect to the Facility, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Facility or the Premises, and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

PROVIDER DEFAULT AND HOST REMEDIES

- (nnn) Events of Default by Provider. Provider shall be in default of this Agreement if any of the following (“Provider Events of Default”) shall occur:
- (i) Any representation or warranty by Provider under Section 17 hereof, is incorrect or incomplete in any material way, and such defect is not cured within fifteen (15) days after receipt of notice from Host identifying the defect;
 - (ii) Provider, after commencement of installation of the Facility, abandons construction of the Facility and fails to resume construction within thirty (30) days after receipt of notice from Host stating that, in Host’s determination, Provider has abandoned construction of the Facility;
 - (iii) After the Commercial Operation Date with respect to the Facility, Provider fails to operate the Facility for a period of 90 days (a) which failure is not due to damage to the Facility, act of governmental authority, or exercise of Provider’s rights under this Agreement, or otherwise excused by the provisions of Section 18(b) (relating to Force Majeure Events); and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host’s determination, Provider has ceased operation of the Facility or (b) which failure is due to equipment failure or damage to the Facility or other causes and Provider fails to cause the Facility to perform at reasonable levels of output;
 - (iv) Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 18(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation to other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure; or
 - (v) Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law; or (G) takes any action authorizing its dissolution.

- (ooo) Upon an Event of Default by Provider, Host shall provide Facility Lessor and Lender with a reasonable opportunity to cure such Event of Default by Provider, and if Facility Lessor or Lender does not cure such Event of Default by Provider, Host may terminate this Agreement.

HOST DEFAULT AND PROVIDER REMEDIES

(ppp) Events of Default by Host. Host shall be in default of this Agreement if any of the following (“Host Events of Default”) shall occur:

- (i) Any representation or warranty by Host under Section 17 hereof, is incorrect or incomplete in any material way, such defect is not cured within fifteen (15) days after receipt of notice from Provider identifying the defect;
- (ii) Host obstructs commencement of installation of the Facility or fails to take any reasonable actions necessary for the interconnection of the Facility, or except as permitted hereby fails to take or pay for Electricity produced by the Facility and delivered to the Point of Delivery, and fails to correct such action within ten (10) days after receipt of notice thereof from Provider;
- (iii) Subsequent to the installation of the Facility, Host installs or operates new equipment on or makes any alterations to the Premises contiguous to the Facility and such equipment or modifications cause a measurable interference with Provider’s operation of Facility and Host fails to eliminate such interference within a commercially reasonable time period;
- (iv) Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 18(b) (relating to Force Majeure Events), and such failure is not cured within: (A) thirty (30) days if the failure involves a failure to make payment when due.
- (v) Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(qqq) Upon an Event of Default by Host, Provider may (1) require the Host to pay to Provider the Fair Market Value and take title to the Facility, (2) sell electricity produced by the Facility to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or (3) pursue other remedies available at law or in equity; provided that if Host pays the Fair Market Value to Provider this Agreement shall terminate without further liability of Host to Provider.

LIMITATIONS ON DAMAGES

NEITHER PARTY, UNLESS OTHERWISE PROVIDED THEREIN, NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, CONSEQUENTIAL DAMAGES, LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, WHETHER ADVANCE NOTICE WAS GIVEN OR NOT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

DISPUTE RESOLUTION

(rrr) The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within 30 days after the date that a Party gives written notice of such Dispute to the other Party.

(sss) Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Section 22(a) and relates to the nonpayment of any amounts due hereunder shall (except as provided in Section 22(d)) be settled by binding arbitration between the Parties conducted in a location mutually agreeable to the Parties, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") in effect on the date that a Party gives notice of its demand for arbitration. Any other Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Section 22(a) shall be subject to the jurisdiction of the appropriate legal authorities.

(ttt) Unless otherwise ordered, each Party shall bear its own expenses.

(uuu) The obligation to arbitrate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute.

(vvv) The provisions of this Section 22 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

NOTICES

All notices or other communications which may be or are required to be given by any party to any other party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed (iii) delivered by a recognized overnight service; (iv) facsimile (v) email, addressed as follows:

If to Provider:

William R. DePhillipo
Solar Development Group, LLC d/b/a/ Green Energy Partners
12 Paoli Pike #5
Paoli, PA 19301

With a copy to:

Daniel B. Markind, Esq.
Weir & Partners LLP
1339 Chestnut Street, Suite 500
Philadelphia, PA 19107
dmarkind@weirpartners.com

If to Host:

Town of Tusten
210 Bridge St.
PO Box 195
Narrowsburg, NY 12764

With a copy to:

Jeffrey Clemente
POB 12
Narrowsburg, NY 12764
clemente@ptd.net

Notices shall be effective when delivered in accordance with the foregoing provisions, whether or not accepted by, or on behalf of, the Party to whom the notice is sent. Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

MISCELLANEOUS

(www) Governing Law. This Agreement shall be governed by the laws of New York including those principles of good faith and fair dealing will apply to all dealings under this Agreement.

(xxx) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words “hereto”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “person” shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies);

non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word “including” shall be deemed to be followed by the words “without limitation”. In the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern.

- (yyy) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party’s benefits, the matter shall be resolved under Section 22(c) in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

- (zzz) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

- (aaaa) Sale of the Host’s Premises. If Host, at any time during the Term of this Agreement, decides to sell the Premises or any part of the Premises to a purchaser other than Provider (“Purchaser”), Host shall promptly notify Provider in writing ninety (90) days prior to the closing for such sale. Notwithstanding any other provision of this Agreement to the contrary, Host may assign its rights duties and obligations to such Purchaser only upon Provider's prior written approval of such Purchaser, not to be unreasonably withheld, and existence of evidence reasonably acceptable to the Provider of Purchaser’s intention to accept such assignment and to be bound by the Agreement and assume the Host’s duties and obligations herein. If, in Providers reasonable discretion, such evidence does not exist, then Host can elect to purchase the Facility at the Fair Market Value or this Agreement shall continue in full force and effect.

- (bbbb) Assignment. Provider may assign its rights and obligations hereunder to a licensed reseller of electricity, affiliate of Provider and to any persons purchasing or providing financing for the Facility and may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons. Host acknowledges that Provider may be financing the acquisition and installation of the Facility either through a Facility Lessor, Lender or with financing accommodations from one or more financial institutions and that Provider may sell or assign the Facility and/or may secure Provider’s obligations by, among other collateral, an assignment of this Agreement and a first security

interest in the Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender or Facility Lessor, as applicable, Host agrees as follows:

- (i) Consent to Collateral Assignment. Host hereby consents to the sale of the Facility to a Facility Lessor and the collateral assignment to the Lender or Facility Lessor of the Provider's right, title and interest in and to this Agreement subject to the terms hereof.
- (ii) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement:
 - (1) The Facility Lessor, as owner of the Facility, or the Facility Lessor or Lender as collateral assignee of this Agreement, respectively, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Facility Lessor or Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Facility;
 - (2) The Facility Lessor or Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement.
- (iii) Acknowledgement and Confirmation. Host shall provide an Acknowledgement and Confirmation in substantially the same form as Exhibit C to this Agreement, as applicable, attached hereto, from Host's landlord or lessor, if any, that the ownership of the Facility remains in Provider and further acknowledging that the Facility is personal property of Provider.
- (0) Right to Cure. (1) Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Facility Lessor or Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Facility Lessor or Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement.

Except as provided for in Section 25 of this Agreement, neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed.

- (g) Counterparts. This Agreement may be executed in two or more counterparts,

each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

PROVIDER:

Solar Development Group, LLC d/b/a/ Green Energy Partners, a Pennsylvania limited liability company

By: 

Name (printed): William R. DePhillipo

Title: Member

HOST:
Town Of Tusten

By: 

Name (printed): Carol Roper Winger

Title: Town Supervisor

EXHIBIT A

CONTRACT PRICE OF ELECTRICITY

Year	Price (¢/kWh)
1	14.9
2	15.3
3	15.8
4	16.2
5	16.7
6	17.2
7	17.7
8	18.2
9	18.7
10	19.3
11	19.8
12	20.4
13	21.0
14	21.6
15	22.2
16	22.9
17	23.5
18	24.2
19	24.9
20	25.6

EXHIBIT B
DESCRIPTION OF FACILITY

- Nameplate capacity Building Footprint: [108] kilowatts DC

- Output Criteria : Volt, Phase, Hz

- System CEC-AC rated Capacity (kW) : [] kilowatts AC

- Quantity and type of Photovoltaic Modules: TBD

- Quantity and type of Inverters: TBD

- Type of Mounting Structure: TBD

- Other Balance-of-System items- as needed to complete installation of Facility

- Data Monitoring Equipment- TBD

- Perimeter Fencing (if applicable)- TBD

EXHIBIT C

FORM OF HOST LANDLORD - OWNER/LESSOR ACKNOWLEDGEMENT AND CONFIRMATION

This Host Acknowledgement and Confirmation, dated as of January 29, 2015 (this "Acknowledgement"), is made by **Town of Tusten** ("Host"). Host is the owner of real property situated in the City/Town of Narrowsburg and State of New York having street addresses of Tusten Town Barn, 6067 State Route 97, Narrowsburg, NY, 12764 (the "Premises").

Host is party to that certain Power Purchase Agreement dated January 29, 2015 (the "Agreement") between Host and Solar Development Group, LLC d/b/a/ Green/Energy Partners its successors and or its assigns, a Pennsylvania company ("Provider") pursuant to which a solar photovoltaic facility (the "Facility") is to be installed, operated and maintained by Provider at Host's facility (the "Building") at the Premises. The Facility will be connected to the electrical system of the Building as a supplemental source of electrical power. Host is the "Host" under the Agreement.

This Acknowledgement is provided pursuant to the Agreement to Provider and [name of Facility Lessor] ("Facility Lessor"), which is providing financial accommodations to Provider to finance the installation of the Facility. Host has been advised that part of the collateral securing such financial accommodations is the granting of a first priority security interest (the "Security Interest") in the Facility to Lender to be perfected by the filing of a Financing Statement (Form UCC-1) under the Uniform Commercial Code. The Security Interest will cover the Facility as personal property only, and not as a fixture.

Host hereby acknowledges and confirms to Lender or Facility Lessor the following matters with respect to the Premises:

- (a) Host has the absolute right to install the Facility and grant the Security Interest.
- (b) To the best of Host's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises.
- (c) Host acknowledges that Lender or Facility Lessor has relied upon the provisions of the Agreement concerning characterization of the Facility as being and remaining at all times personal property, as agreed in the Agreement, in accepting the Security Interest as collateral for its financing of the Facility but Host does not make any representation as to such characteristics.
- (d) Host is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that arises through it could attach to the Facility as an interest adverse to Lender's or Facility Lessor's Security Interest therein but has not made any independent investigation thereof.

- (e) If requested by Provider, Host will use commercially reasonable efforts to place its successors, assigns, and mortgagees on notice of the ownership of the Facility by Provider, the existence of the Security Interest, and the fact that the Facility is not a part of the Premises or a fixture thereof, as necessary and appropriate to avoid confusion or adverse claims.
- (f) Host disclaims any right to receive any rebate, subsidy, tax credit, or renewable energy credits or other environmental attributes based upon the installation of the Facility at the Premises.

HOST/OWNER:

Town Of Tusten

By: 

Name: Carl Ropke Wingert

Title: Town Supervisor

EXHIBIT D

NOTICE OF LICENSE

THIS NOTICE OF LICENSE, dated as of the 29 day of January ²⁰¹⁵ ~~2014~~ by and between Town of Tusten (the "Licensor"), and Solar Development Group, LLC d/b/a/ Green Energy Partners, a Pennsylvania company, its successors and assigns (the "Licensee").

WITNESSETH:

Notice is hereby given that the Licensor and the Licensee and their successors or assigns have entered into a Power Purchase Agreement ("PPA") including a License to install and maintain a renewable energy technology facility, including solar panels and all related equipment (the "Facility"), containing in part the following terms:

1. Parties.

Licensor: Town of Tusten

Licensee: Solar Development Group, LLC d/b/a/

2. Execution. The PPA and License were executed on January 29, 2015 ~~2014~~.

3. Term. The term of the PPA and License is 20 years from Commercial Operation date of the Facility.

4. Demised Premises. The premises demised under the PPA and License are described in Attachment A attached hereto and made a part hereof.

5. Renewals or Extensions. The PPA and License provide for the following rights of extension or renewal:

6. License on File. Copies of the PPA including the License are on file at the offices of Licensor and Licensee as set forth above.

7. Rights of Ownership. The PPA contains the right to acquire title to the Facility installed on the Premises. Subject to the provisions of paragraph 9(a) of the PPA, upon expiration of the term which is 10 years from Commercial Operation Date of the Facility or earlier in certain instances as per the terms of the PPA the owner of the Premises shall own the Facility. Until said date, title to the Facility shall remain vested in the Licensee. During the Term, the owner of the Premises must purchase all power generated by the Licensee at the Premises.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

WITNESSES:

LICENSOR: Town of Tusten

Name:

By: Carol Ropke Wingert

Its: Supervisor

Name:

STATE OF NEW YORK :
: ss.
COUNTY OF SULLIVAN :

JAN. 29, 2014 ~~15~~

Personally appeared, CAROL WINGERT SUPERVISOR of TOWN OF TUSTEN,
signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act
and deed as such SUPERVISOR, and the free act and deed of said limited liability company,
before me.

Kathleen Meyer
KATHLEEN MEYER
Notary Public, State of New York
Sullivan County Clerk's #2053
Commission Expires March 20, 2015

Notary Public
My Commission Expires:

WITNESSES:

LICENSEE:

Energy Partners

Solar Development Group, LLC d/b/a/ Green

Name:

By: [Signature]

Its: member

Name:

STATE OF PA :
: ss.
COUNTY OF Chester :

2/6/2015, 2014 ~~14~~

Personally appeared, William DePhillipo Member of Solar Development Group LLC signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed as such Member, and the free act and deed of said limited liability company, before me.

Lauren A Cass aka Lauren Erickson

Notary Public

My Commission Expires: Apr. 12, 2015.

NOTARIAL SEAL
LAUREN A CASS
Notary Public
ASTON TWP, DELAWARE COUNTY
My Commission Expires Apr 12, 2015

ATTACHMENT A TO NOTICE OF LICENSE

DEMISED PREMISES

- SITE ADDRESS: Tusten Town Barn, 6067 State Route 97, Narrowsburg, NY, 12764

- SITE BOUNDARIES:

Tax. I.D. no.