

SOLAR FARM SITE INTERIM CONTROL AGREEMENT

This Solar Farm Site Interim Control Agreement ("Agreement") is entered into this ____ day of _____, 2012 ("Effective Date"), by and between _____ ("Landowner") and Community Energy Solar, LLC ("CES"), a Delaware limited liability company.

RECITALS

- A. CES and Landowner are engaged in negotiations to enter into a ground lease for purposes of developing and operating a solar energy facility on Landowner's property ("Solar Facility").
- B. The Solar Facility will consist of ground mounted photovoltaic solar panels, cabling, inverters, transformers, equipment necessary for interconnecting the Solar Facility to the electrical distribution or transmission system and all other facilities and improvements necessary for operation and maintenance of the Solar Facility.
- C. CES intends to undertake due diligence investigations of the suitability of Landowner's property described herein ("Property") for construction of the Solar Facility.
- D. Landowner is willing to cooperate with development of the Solar Facility and will work with CES in good faith negotiations towards a mutually acceptable ground lease agreement.

AGREEMENT

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landowner and CES agree to the following terms:

1. **Description of the Property:** See **Exhibit A** attached hereto and incorporated herein by this reference for a description of the Property.
2. **Cooperation in Development Activities.** Landowner agrees to cooperate exclusively with CES in its development activities as follows:
 - a. Landowner agrees to allow CES to include its Property in applications, drawings or exhibits that may be used in any proposal submitted to a third party to develop a Solar Facility on the Property or to sell electricity generated thereby to a prospective power purchaser.
 - b. Landowner agrees to grant CES, its employees, agents, contractors or subcontractors the right to enter the Property for purposes of conducting due diligence for the Solar Facility, subject to reasonable notice from CES and approval of Landowner, not to be unreasonably withheld. Due diligence purposes include, but are not limited to, surveying, soil borings, environmental assessments, the installation, inspection, maintenance and removal of solar resource monitoring equipment and other related activities necessary for the development of the Solar Facility.

c. CES agrees to indemnify Landowner against liability for injuries and claims for direct damage to the extent caused by CES' activities or equipment on the Property.

d. During the Term of this Agreement, Landowner shall not enter into any agreement with any other solar farm developer that would otherwise preclude CES from developing the Solar Facility on the Property.

3. Term. Subject to Section 10 herein, the Term of this Agreement shall commence on the Effective Date hereof and end on the date that is two (2) years therefrom or upon the execution of a ground lease agreement between the parties hereto whichever first occurs.

4. Future Lease Terms. The parties hereto intend, but in no event shall be obligated, to execute a ground lease agreement (the "Lease") which shall contain the following agreed upon terms, among others:

a. Commercialization Date. The "***Commercialization Date***" for the Solar Facility means groundbreaking on the Property for the development of the Solar Facility. CES shall notify Landowner promptly if and when the Commercialization Date occurs.

b. Development Feasibility Term. The Development Feasibility Term shall commence on the effective date of the Lease and end on the earlier to occur of the Commercialization Date or three (3) years after the effective date of the Lease (the "***Development Feasibility Term***"); provided that CES shall have the right to extend the Development Feasibility Term for up to two (2) additional one (1) year periods, by notice to Landowner before the expiration of the Development Feasibility Term or the extended Development Feasibility Term. If the Commercialization Date does not occur prior to expiration of the Development Feasibility Term (as it may be extended), then the Lease shall terminate. During the Development Feasibility Term, CES shall be responsible to pay Development Feasibility Term Rent (as defined below), any increase in the property taxes, rental taxes, development fees and all improvements and costs associated with the development of the Solar Facility on the Property.

c. Commercial Term. The Commercial Term shall begin on the Commercialization Date and last for a period of thirty (30) years, subject to two (2), ten (10) year options to extend at CES's discretion. During the Commercial Term, CES shall be responsible to pay Commercial Term Rent (as defined below), any increase in the property taxes, rental taxes, development fees and all improvements and costs associated with the development of the Solar Facility on the Property.

d. Development Feasibility Term Rent. \$_____ per acre per year.

e. Commercial Term Rent. \$_____ per acre per year, escalating at 1% annually.

5. Payments to Landowner. In consideration for entering into this Agreement, CES shall pay Landowner a one-time payment of _____ Dollars (\$_____). CES further agrees to compensate Landowner for any loss or destruction of crops or timber resulting from its activities on the Property at a rate of 1.5 times the fair market value.

6. **Successors and Assigns.** This Agreement shall run with the land, and may be assigned subject to the same terms and conditions. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and assigns.

7. **Further Assurances.** Each party agrees to cooperate with the other party and to execute any additional documents reasonably necessary or proper to carry out the provisions and spirit of this Agreement.

8. **Amendments.** No modification, extension, or renewal of this Agreement will be binding upon either party unless made in writing and signed by an authorized representative of each party.

9. **Confidential Information.** Landowner shall not publicly disclose the existence of this Agreement or its terms and conditions. All documentation, technical and business information submitted by CES to Landowner in the course of performing this Agreement shall be considered "Confidential Information" which Landowner agrees to hold in strictest confidence, and not to disclose to any person or use in any way for that party's own or another's benefit.

10. **Termination.** CES may terminate this Agreement as to all or any portion of the Property at any time during the Term of this Agreement.

11. **Counterparts.** This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, Landowner and CES have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

Landowner:

CES:

Community Energy Solar, LLC

By _____
Name _____
Title _____

Exhibit A
(Property Description)

The Property is the real property owned by Landowner, located at _____
and being more particularly described as follows: