

Second Amendment to Site Lease

This Second Amendment to Site Lease ("Second Amendment") is made and entered into by and between the City of San Luis, an Arizona municipality ("Lessor") and San Luis Spear Point Solar I, LLC, a Delaware limited liability company ("Lessee"), with reference to the following facts:

- A. Lessor entered into a Site Lease dated January 30, 2014 with Artemis Sun Institutional Solar, Inc., a Texas corporation ("Artemis Sun"), as lessee, as amended by that certain Amendment and Consent to Assignment dated May 28, 2014 and effective as of June 13, 2014, which in turn was amended by **that certain First Amendment to Amendment and Consent to Assignment, dated as of December __, 2014 (as amended, the "Site Lease")** pertaining to the lease of certain property described therein (the "Premises") for use as a solar energy facility which would sell power to the Lessor pursuant to a Solar Power Purchase Agreement (the "PPA").
- B. Artemis Sun assigned all of its right, title and interest as lessee under the Site Lease and as the power provider under the PPA to Lessee.
- C. Lessee has constructed certain ground mounted and parking mounted solar energy facilities on the Premises, as further described in the Site Lease.
- D. A portion of the Premises consists of parcels of land described in Exhibit A hereto (the "BLM Parcels") that Lessor has leased from the United States Department of the Interior, Bureau of Land Management (the "BLM") under the BLM Lease (as defined below) that has a remaining term of less than nine (9) years, but over which BLM Parcels Lessor has an option to purchase as well as rights to extend said BLM Lease.
- E. Lessor and Lessee now desire to amend the Site Lease to provide Lessee with greater assurance and protection that the Lessor will exercise its option to acquire the BLM Parcels and, should the purchase process not timely occur, exercise its right to extend the term of the Lease.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Site Lease.
2. Amendment of Site Lease. The Site Lease is hereby amended as follows:
 - a. A new subsection (k) is added to Section 5 of the Site Lease, which shall read in its entirety as follows:

“(k) BLM Land. Lessor represents, warrants and covenants that, (i) by the later to occur of (A) March 31, 2015, or (B) thirty (30) days after the Lessor and the BLM resolve the outstanding issue regarding the pending investigation of possible trespass under the BLM Lease (defined below), but in any event prior to March 31, 2017, Lessor shall exercise its option to

acquire and complete the acquisition of the portion of the Premises that it is currently leasing from the United States Department of the Interior, Bureau of Land Management (the "BLM Land") under that certain Recreational or Public Purposes Lease dated November 19, 1997, as modified by that certain Decision regarding Change of Use dated July 29, 2006 (as amended, the "BLM Lease"); provided, however that if the acquisition process cannot timely occur and there becomes the possibility that it will take longer than two (2) years from the date of the notice of exercise of the option to purchase, then Lessor shall have the option to pursue its rights to extend the term of the lease for a time equal to or exceeding the term of the PPA, and (ii) upon exercise of its purchase option, subject to the foregoing provision, (A) it will not withdraw or cancel or attempt to withdraw or cancel its exercise of such option, and (B) it will comply with the payment and other requirements of the exercise of such purchase option and continuously pursue the purchase of the BLM Land until completed (or, as applicable, pursue an extension of the BLM Lease until completed).

- b. A new subsection (l) is added in Section 5 of the Site Lease, which shall read in its entirety as follows:

“(l) Alternative Sites.

1. Lessor covenants that, in the event the United States Department of Interior, Bureau of Land Management should ever require the removal of one or more Systems (for purposes of this Section 5(l), as defined in the PPA) from the BLM Land prior to the acquisition of the BLM Land by Lessor due to either (i) the expiration or termination of the BLM Lease, or (ii) a determination by the BLM that Lessor is in violation of the BLM Lease, then the Lessor shall (A) provide Lessee with replacement land upon which to install and operate such Systems so long as such location or relocation will result in the same or better economic results to the Lessee and its financier as would the operation of such Systems on the BLM Land (such replacement land, the "Qualified Replacement Land"), and shall enter into a lease of such Qualified Replacement Land with Lessee on terms substantially similar to this Agreement, and (B) the Lessor will bear the cost of the relocation and construction of such Systems at the new location, including all costs of removal, installation, interconnection, and lost revenue under the PPA due to such relocation (until such Systems are fully operational and delivering Solar Power for sale under the PPA at the new location) based on delivered Solar Power from the related Systems averaged over the prior twelve months for such Systems; provided that any such amount of lost revenue shall be payable on a monthly basis as and when would otherwise be

due under the PPA. Failure to provide such Qualified Replacement Land, together with all permits, approvals and interconnection rights necessary for installation, operation and maintenance of such Systems, within thirty (30) days of notice of the requirement to remove such Systems from the BLM Land shall constitute a Default under this Agreement.

2. If the BLM determines that one or more Systems on the BLM Land must be removed or Lessor or Lessee must pay a lease payment to the BLM to maintain such Systems on the BLM Land then, without waiving or in any way affecting the rights, duties or liabilities of either Party under this Agreement or the PPA:

(i) if Lessor or Lessee must pay a lease payment to maintain such Systems on the BLM Land, and the proposed lease payment is less than or equal to \$1,000 per year, it shall be paid by Lessee,

(ii) if Lessor or Lessee must pay a lease payment to maintain such Systems on the BLM Land and the proposed lease payment is more than \$1,000 per year, then, at Lessor's option, (x) Lessee shall pay the first \$1,000 per year and Lessor shall pay all amounts over \$1,000 per year or (y) Lessor shall exercise the purchase option described below, or

(iii) if the BLM requires the removal of any Systems or files suit against Lessee which based on a final, non-appealable decision results in damages greater than \$1,000 per year, then Lessor will exercise the purchase option described below.

If the Lessor exercises the purchase option described under clause (ii) or (iii), then Lessor shall purchase the affected Systems located on the BLM Land for an amount equal to the prorated portion of the termination payment that would be due in respect of such Systems under Section 10.2(b) of the PPA in the event of a Default under the PPA (thereby eliminating any trespass claim by BLM against Lessee), and this Agreement and the PPA will be adjusted and amended accordingly. In the case of clause (ii)(y) or (iii), failure of the Lessor to so purchase and pay for the affected Systems shall constitute a Default under the Agreement. ”

c. The legal description of the “Property” as set forth in Exhibit A to the Site Lease, is amended by adding to such Exhibit A the property description set forth in Attachment 1 to this Second Amendment.

3. Force and Effect. As amended hereby, the Site Lease is and remains in full force and effect.

4. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Consent and Agreement. The parties agree that the jurisdiction and venue for any action commenced in connection with this Consent and Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such jurisdiction and venue. This agreement shall be subject to the provisions of A.R.S. §38-511.

5. Arizona Immigration Laws. Lessee warrants, and shall require its contractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this clause shall be deemed a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment as of the date first above written.

LESSOR:

THE CITY OF SAN LUIS, ARIZONA
an Arizona Municipality

By: _____
Name: _____
Title: _____

LESSEE:

SAN LUIS SPEAR POINT SOLAR I, LLC
a Delaware limited liability company

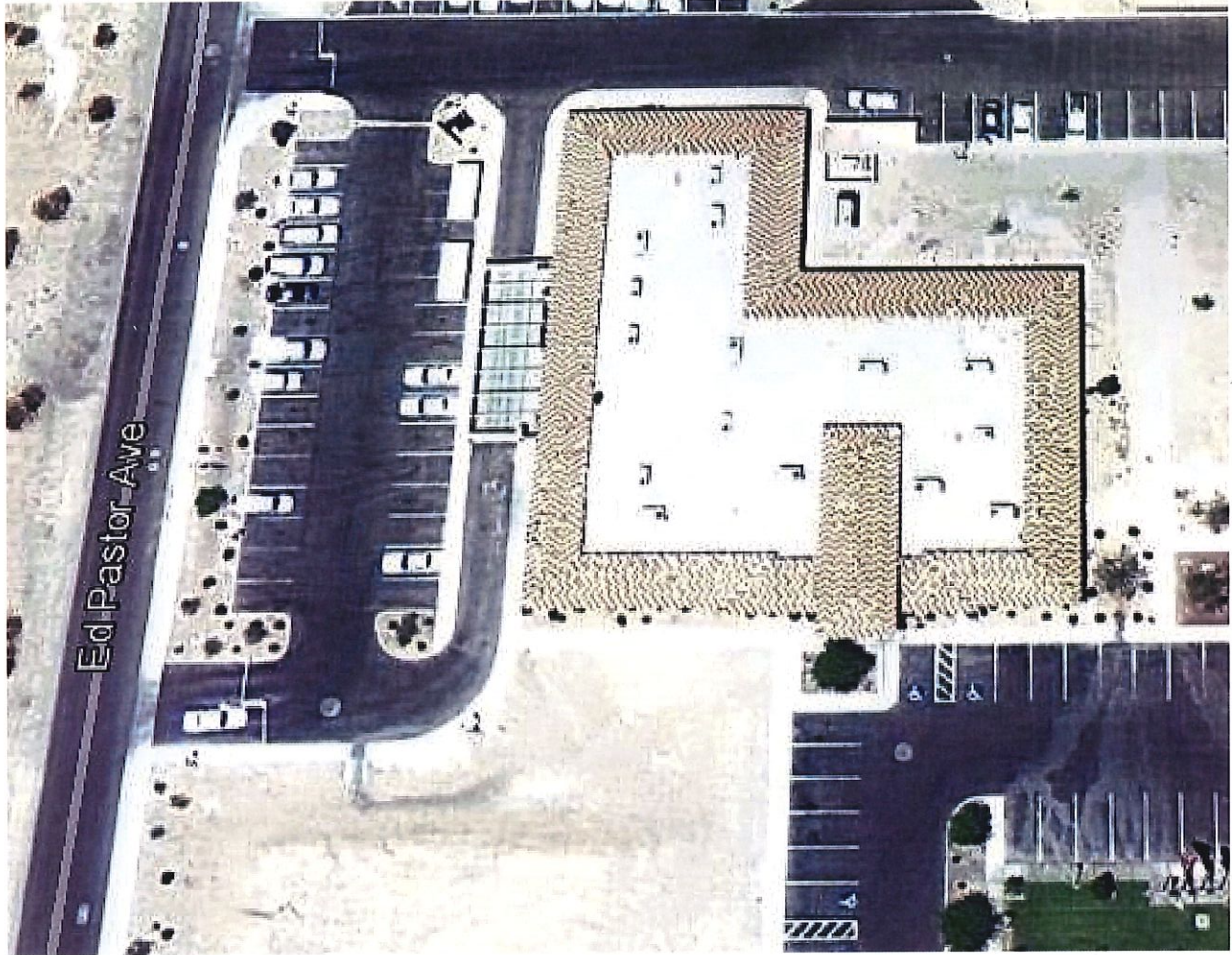
By: _____
Name: _____
Title: _____

Exhibit A

Lessor has received a notice of investigation of potential trespass regarding the BLM Parcels from the BLM concerning whether the carports and solar panels are a permitted use under the BLM Lease. The notice includes Lessee as a possible party to said trespass and has indicated that the trespass of Lessee may be considered an independent act. Lessor will be cooperating with the BLM in its investigation and any resolution required.

Attachment 1

1030 East Union Street



**FIRST AMENDMENT TO
AMENDMENT AND CONSENT TO ASSIGNMENT**

This FIRST AMENDMENT TO AMENDMENT AND CONSENT TO ASSIGNMENT (this "**Amendment**"), dated as of _____, 2014, is by and between the City of San Luis, an Arizona municipality (the "**City**"), and San Luis Spear Point Solar I, LLC, a Delaware limited liability company ("**Spear Point**," and together with the City, the "**Parties**").

RECITALS

A. The City and Spear Point are parties to that certain Amendment and Consent to Assignment dated as of May 28, 2014 (the "**Consent**").

B. The Parties now wish to enter this Amendment in order to correct references to certain dates that appear in the Consent.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

AGREEMENT

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Consent.

2. Effective Date of the Consent.

a. The Parties acknowledge that, at the time the Consent was executed, their intention was for the Consent to be effective after execution of the Purchase Agreement.

b. The Effective Date of the Consent is hereby amended to be June 13, 2014.

c. The Parties agree that the "Closing Date" referred to in the Consent occurred on June 14, 2014, and therefore the amendments contained in Sections 3 and 4 of the Consent became effective as of June 14, 2014.

3. Date of the Purchase Agreement. The date of the Purchase Agreement referred to in Recital B of the Consent is hereby amended to read "June 13, 2014."

4. Sales Tax. Section 4(b) of the consent, which amends Section 6.2 of the PPA, is hereby modified by adding the following to the end of the revised Section 6.2: "Without limiting the immediately preceding sentence, Purchaser shall either provide to Provider a waiver of all sales taxes and other taxes imposed on the Solar Services by or for the benefit of the City of San Luis or, if such waiver is not provided, Purchaser shall reimburse Provider for

any such taxes by or for the benefit of the City of San Luis that are paid by Provider, which reimbursement amount shall be invoiced by Provider with the monthly invoice for power and paid by the City of San Luis in the month in which the City taxes are due..”


5. Force and Effect. As amended hereby, the Consent is and remains in full force and effect.

6. Governing Law. This Amendment shall be governed and construed in accordance with the laws of the State of Arizona.

[Signature page follows.]

IN WITNESS WHEREOF, the City and Spear Point have executed this Amendment as of the date first above written.

CITY OF SAN LUIS

By: 

Name: *Robert Eads*

Title: *City Manager*

SAN LUIS SPEAR POINT SOLAR I, LLC,
a Delaware limited liability company

By: SPEAR POINT ENERGY, LLC

Its: Manager

By: _____

Name: Sam Houston

Title: CEO

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement"), dated as of June 13, 2014 (the "Effective Date"), is by and between San Luis Spear Point Solar I, LLC, a Delaware limited liability company ("Spear Point"), and Artemis Sun Institutional Solar, Inc., a Texas corporation ("Artemis," and together with Spear Point, the "Parties").

RECITALS

WHEREAS, Artemis has agreed to sell, assign, transfer and convey all rights, title and interest, obligations and benefits in that certain Solar Power Purchase Agreement dated January 30, 2014, by and between Artemis and the City of San Luis, an Arizona municipality, as attached hereto, and that certain Site Lease dated January 30, 2014, by and between Artemis and the City of San Luis, an Arizona municipality (collectively referred to herein as the "Project Agreements"), as attached hereto.

WHEREAS, Spear Point has agreed to purchase and assume all rights, title and interest, obligations and benefits in the Project Agreements.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

AGREEMENT

1. **Purchase and Sale.** Effective on the Closing Date (defined below) and upon the terms set forth in this Agreement, Artemis hereby sells, transfers, assigns, conveys and delivers to Spear Point, and Spear Point hereby assumes, purchases, accepts and acquires from Artemis, all right, title, privileges, obligations, responsibilities, liabilities and interest in, to and under the assets described on Exhibit A attached hereto (the "Project Agreements") and agrees to fulfill, perform and discharge all the various liabilities, obligations, duties, covenants and agreements under or with respect to or in any way arising out of or relating to the Project Agreements from and after the Closing Date.
 1. **Purchase Price.** In consideration of the transfer, assignment, conveyance, purchase and sale of the Project Agreements, Spear Point shall assume all rights, title and interest, obligations and benefits in the Project Agreements and pay to Artemis an amount equal to One Dollar (\$1.00) (the "Purchase Price") on the Closing Date (as defined below).
 2. **Closing.** The closing of the transaction contemplated in this Agreement (the "Closing") shall take place on the next business day following the date on which Spear Point notifies Artemis that each of the conditions set forth in this Section 3 is satisfied to Spear Point's reasonable satisfaction, or waived by Spear Point in its sole discretion (the "Closing Date"). The obligation of Spear Point to consummate the transactions under this Agreement is subject to satisfaction of the following condition prior to or concurrently with Closing:

- a. Amendment and Consent. Delivery by Artemis to Spear Point of a fully executed Amendment and Consent to Assignment, substantially in the form of Exhibit B hereto.

Assumption of Liabilities. As of the Closing Date, Spear Point shall assume, fulfill, perform and discharge all the various liabilities, obligations, duties, covenants and agreements under or with respect to or in any way arising out of or relating to Artemis with respect to the Project Agreements in the manner, and in all other respects, as provided for therein as though the agreements comprising the Project Agreements had originally been made, executed and delivered by Spear Point. As of the Closing Date, Artemis shall be released from all liability, obligations, defaults and deficiencies arising under the agreements comprising the Project Agreements..

3. Representations and Warranties. Artemis represents and warrants to Spear Point that, as of the Effective Date and as of the Closing Date:

- a. No Amendments. The copies of that certain Solar Power Purchase Agreement dated January 30, 2014, by and between Artemis and the City of San Luis and that certain Site Lease dated January 30, 2014, by and between Artemis and the City of San Luis, attached hereto as Exhibit A constitute true and complete copies of the Project Agreements. The Project Agreements have not been amended, modified, or supplemented (whether by waiver, consent or otherwise), either orally or in writing.
- b. No Other Agreements. The Project Agreements are in full force and effect and each Project Agreement constitute the entire agreement between Artemis and the City with respect to the subject matter thereof. Further, Artemis has no other outstanding obligations or agreements with third parties regarding this transaction.
- c. No Previous Assignments. Except as provided by this Agreement, Artemis has not transferred or assigned any of its right, title, or interest in the Project Agreements to any party.
- d. No Default or Breach; No Disputes. To the best knowledge of Artemis, neither the City nor Artemis is in default under the Project Agreements and neither is in breach under either Project Agreement in any material respect. To the best of Artemis's knowledge, no facts or circumstances exist which, with the passage of time or the giving of notice or both, would entitle either Artemis or the City to terminate either Project Agreement or suspend the performance of its obligations under either Project Agreement; and further, there are no unresolved disputes between the City and Artemis under either Project Agreement.

4. Indemnification. Spear Point shall indemnify and hold Artemis free and harmless from any loss, cost, damage, expense, action or causes of action or any other liability (including reasonable attorneys' fees) which it may or might incur under or as a result of or in any way arising from or relating to the Project Agreements from and after the Closing Date. Artemis shall indemnify and hold harmless Spear Point from any loss, cost, damage, expense,

action or causes of action or any other liability (including reasonable attorneys' fees) caused by Artemis which it might incur under or as a result of or in any way arising from or relating to the Project Agreements which arose prior to the Closing Date.

5. Further Assurances. Artemis and Spear Point mutually agree to cooperate with respect to any of the matters described herein, and to execute such further deeds, assignments, assumptions, notifications, or other documents as may be legally requested or reasonably necessary for the purpose of giving effect to, evidencing, or giving notice of the transactions evidenced by this Agreement.

Severability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

6. Miscellaneous. (i) This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. (ii) This Agreement shall be governed by the laws of the state in which the Project is located, other than any provisions thereof that would result in the application of the law of any other jurisdiction. (iii) This Agreement may be executed in two or more counterparts, each of which as so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Any person may rely without further inquiry upon this instrument or any copy hereof as to the rights and interests assumed and assigned.

7. Amendments, Changes and Modifications. This Agreement may not be amended, changed or otherwise modified except by a written instrument executed by both of the Parties. This Agreement (including the attached Exhibits, which are incorporated by this reference) contain the complete agreement between Artemis and Spear Point with respect to the matters contained in this Agreement and supersede all other agreements with respect to the matters contained in this Agreement. The Parties acknowledge and agree that there have been no oral agreements with respect to the matters contained in this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

ARTEMIS:

Artemis Sun Institutional Solar, Inc.



Digitally signed by Christopher Thompson
DN: cn=Christopher Thompson, o=Artemis
Sun Institutional Solar, ou=President,
email=chris@artemissun.com, c=US
Date: 2014.06.13 22:20:04 -05'00'

By: _____
Name: Christopher D. Thompson
Title: President

SPEAR POINT:

**San Luis Spear Point Solar I, LLC,
a Delaware limited liability company**

**By: SPEAR POINT ENERGY, LLC
Its: Manager**

By: _____
Name: Sam Houston
Title: CEO

Exhibit A

Project Agreements:

1. That certain Solar Power Purchase Agreement dated January 30, 2014, by and between Artemis and the City of San Luis, an Arizona municipality, as attached hereto.
2. That certain Site Lease dated January 30, 2014, by and between Artemis and the City of San Luis, an Arizona municipality, as attached hereto.



SOLAR POWER PURCHASE AGREEMENT

This Solar Power Purchase Agreement (this "Agreement") is entered into and deemed effective January _____, 2014, (the "Effective Date") by and between **ARTEMIS SUN INSTITUTIONAL SOLAR, INC.** or its permitted assigns. ("Provider"), a Texas corporation and the City of **San Luis**, an Arizona municipality ("Purchaser"). Schedules 1-6 attached hereto to this Agreement are hereby incorporated by reference.

1. DEFINITIONS.

1.1 Definitions. In addition to other terms specifically defined elsewhere in this Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agreement" has the meaning in the Preamble.

"Annual Escalation Rate" means the contractually agreed upon increase in the PPA rate each year to be used in the calculation of the "Monthly Fee" that the Purchaser shall pay to the Provider pursuant to this Agreement.

"Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 13.1.

"Bankruptcy Event" means with respect to a Party, that either:

(i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing.

(ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has

continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in the State of Arizona and the State of Texas are required or authorized by Applicable Law to be closed for business.

"Buyout Price" means, as of any Purchase Date, the dollar amount affixed next to such date on Schedule 3.

"Commercial Operation Date" has the meaning set forth in Section 3.4(b).

"Confidential Information" has the meaning set forth in Section 15.1.

"Contractor" means the Provider's contractor performing the engineering, procurement, and construction services for the System.

"Delivery Point" shall mean the Utility Meter point at which the Solar Services from the System is delivered.

"Early Termination Date" means any date on which this Agreement terminates other than by reason of expiration of the Term.

"Effective Date" means the last date set forth on the signature page.

"Environmental Attributes" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, Green-e® products, any other transferable indicia or instrument denoting carbon offset credits or indicating generation of a particular quantity of energy by a renewable energy facility, or any other instrument assigning value to the production of solar energy separate from the actual electricity, either now existing or created in the future.

"Fair Market Value" means, with respect to any tangible asset or service (inclusive of projected revenues from such assets or services), the price that would be negotiated in an arms-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. Fair Market Value of the System will be determined pursuant to Section 2.3.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provider financing to Provider (or an Affiliate of Provider) with respect to the System, whether such financing through debt or equity (including sale/leaseback or other financing structures).

"Force Majeure Event" has the meaning set forth in Section 10.1.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Indemnified Persons" means the Purchaser Indemnified Parties or the Provider Indemnified Parties, as the context requires.

"Installation Work" means the permitting, design, engineering, development, construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider.

"Invoice Date" has the meaning set forth in Section 6.3.

"Liens" has the meaning set forth in Section 7.1(d).

"Local Electric Utility" means, as of any time, the local electric distribution owner and operator currently providing electric distribution and interconnection services to Purchaser at the Premises.

"Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses excluding all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation

"Lost Revenues" has the meaning set forth in Section 7.2(g).

"Monthly Fee" has the meaning set forth in Section 6.1.

"Off-Line Day" has the meaning set forth in Section 7.2(g).

"Option Price" has the meaning set forth in Section 2.2.

"Party" or "Parties" has the meaning set forth in the preamble to this Agreement.

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

"PPA Rate" means the price per kWh set forth in Schedule 4.

"Premises" means the premises described in Schedule 1. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 1. *Schedule 1 has no address*

"Provider" means Artemis Sun Institutional Solar, Inc. or one of its permitted assignees, a special purpose entity formed to facilitate the necessary financing and funding of the System by a Financing Party pursuant to Section 12.3 of this Agreement.

"Provider Default" has the meaning set forth in Section 10.1(a).

"Provider Indemnified Parties" has the meaning set forth in Section 15.1.

"Purchase Date" means the date that is twenty (20) years after the Commercial Operation Date, and each successive annual anniversary of the Commercial Operation Date.

"Purchaser" has the meaning set forth in the Preamble.

"Purchaser Default" has the meaning set forth in Section 10.2(a).

"Purchaser Indemnified Parties" has the meaning set forth in Section 15.1.

"Representative" has the meaning set forth in Section 15.1.

"Security Interest" has the meaning set forth in Section 8.2.

"Solar Incentives" means any accelerated depreciation, installation or production-based incentives, investment tax credits and other tax benefits or subsidies that owners of solar systems are entitled.

"Solar Insolation" or "Insolation" means the amount of solar kWh per square meter falling on a particular location, as reasonably determined by Provider.

"Solar Services" means the supply of electrical energy output from the System.

"Stated Rate" means a rate per annum equal to the greater of (a) the "prime rate" (as reported in The Wall Street Journal) plus twelve percent (12%) and (b) the maximum rate allowed by Applicable Law.

"System" means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 1.

"System Operations" means the Provider's operation, maintenance and repair of the System performed in accordance the requirements herein.

"Term" has the meaning set forth in Section 2.1.

"Transfer Time" has the meaning set forth in Section 2.5(b).

"Utility Meter" means the meter affixed to the property listed in Schedule 1 or any replacement meter installed during the term of this Agreement.

1.2 Interpretation. In this Agreement, unless the context requires otherwise, the singular includes the plural and the plural the singular, words importing any gender include the other gender; references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; references to articles, sections (or subdivisions of sections), exhibits, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits and appendices attached thereto and all subsequent amendments and

other modifications to such instruments, and references to Persons include their respective successors and permitted assigns; the captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement; the words "include", "includes", and "including" mean include, includes, and including "without limitation" and "without limitation by specification"; the words "hereof", "herein", and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement; except as the context otherwise indicates, all references to "Articles" and "Sections" refer to Articles and Sections of this Agreement.

2. **TERM AND TERMINATION.**

2.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for twenty (20) years from the Commercial Operations Date ("**Term**"), unless and until terminated earlier pursuant to the provisions of this Agreement.

2.2 **Purchase Option.** On any Purchase Date, so long as a Purchaser Default shall not have occurred and be continuing, Purchaser has the option to purchase the System for a purchase price (the "**Option Price**") equal to the greater of (a) the Fair Market Value of the System as of the Purchase Date, or (b) the Buyout Price. To exercise its purchase option, Purchaser shall, not less than one hundred and eighty (180) days prior to the proposed Purchase Date, provide written notice to Provider of Purchaser's intent to exercise its option to purchase the System on such Purchase Date. In the event Purchaser confirms its exercise of the purchase option in writing to Provider, (i) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser by the Purchase Date, free and clear of any Liens, and (B) assign all vendor warranties for the System to Purchaser, and (ii) Purchaser shall pay the Option Price to Provider on the Purchase Date, such payment to be made in accordance with any previous written instructions delivered to Purchaser by Provider (or Provider's Financing Party, if applicable) for payments under this Agreement. Upon execution of the documents and payment of the Option Price, in each case as described in the preceding sentence, this Agreement shall terminate automatically.

2.3 **Determination of Fair Market Value.** To determine Fair Market Value, the Parties shall mutually select an independent appraiser with experience and expertise in the solar photovoltaic industry. Such appraiser shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by Purchaser.

2.4 **Conditions to Provider's Obligations.** Upon the occurrence of any of the following events or circumstances prior to the Commercial Operation Date, Provider may (at its sole discretion) terminate this Agreement, in which case neither Party shall have any liability to the other except for any liabilities that may have accrued prior to such termination:

(a) The Provider determines that the Premises, as is, are insufficient to accommodate the System.

(b) There exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to

materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(c) There is a material adverse change in the regulatory environment, incentive program or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date, unless such incentive has a sunset date that is known as of the Effective Date) that could reasonably be expected to adversely affect the economics of the installation for Provider and its investors.

(d) Provider is unable to obtain financing for the System on terms and conditions satisfactory to it.

(e) There has been a material adverse change in the rights of Purchaser to occupy the Premises or Provider to construct the System on the Premises.

(f) Purchaser has not received evidence reasonably satisfactory to it that interconnection services, (including a satisfactory net-metering program, if applicable).

(g) There has been a material adverse change in Purchaser's credit-worthiness.

(h) Provider determines, after conducting its own due diligence, that installation of the System is no longer commercially viable.

3. **INSTALLATION AND TESTING OF SYSTEM.**

3.1 Installation Work. Provider will cause the System to be designed, engineered, financed installed and constructed substantially in accordance with Schedule 2 and Applicable Law.

3.2 Approvals; Permits. To the extent reasonably requested, Purchaser will execute letters and other documents prepared by Provider to support the application for permits, waivers and approvals, and required or necessary Governmental Approvals, including local Governmental Approvals.

3.3 Interconnection. Purchaser will effectuate the execution of an interconnection agreement with the Local Electric Utility. Purchaser, with Provider's assistance, will obtain all permits, approvals, and other authorizations that may be required by any Governmental Authority or by the interconnected Local Electric Utility in connection with the interconnection of the System to the buildings electric system which in turn is interconnected to the Local Electric Utility, the purchase of the Solar Services, the flow of electricity from the System to the interconnected Local Electric Utility's system to the extent such electricity is not consumed by Purchaser, including the Net Metering Arrangements. Purchaser will comply with and maintain such permits, approvals, and authorizations in effect at all times during the Term, and at all times during the Term shall maintain Net Metering Arrangements and such other authorizations necessary for the flow of Local Electric Utility from the System to interconnected Local Electric Utility's system to the extent such Solar Services is not consumed by Purchaser. Purchaser shall be responsible for maintaining and fulfilling all obligations to its interconnected Local Electric Utility and any other electric service provider, including with respect to interconnection service, power supply service, and Net Metering Arrangements, and meeting all requirements imposed by its interconnected Local Electric Utility or other electric service provider and

any applicable state or local regulatory authorities with respect to such services and to the purchase of the Solar Services.

3.4 System Acceptance Testing

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States.

(b) If the results of such testing indicate that the System is capable of generating electric energy, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility, and Provider is satisfied that all other events and circumstances have occurred to allow the System to generate energy and for Provider to operate the System, then Provider will send a written notice to Purchaser to that effect, and the date of such notice shall be the "Commercial Operation Date."

4. **SYSTEM OPERATIONS.**

4.1 Provider as Owner and Operator. The System will be owned by Provider (or, if financed through a sale/leaseback transaction, Provider's Financing Party) and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; provided, that any repair or maintenance costs incurred by Provider as a result of Purchaser's breach of its obligations hereunder shall be reimbursed by Purchaser.

4.2 Metering. Provider shall install and maintain at the Delivery Point a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System and may, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Purchaser at the Premises. Provider will own, operate and maintain each Meter during the Term at its own expense.

5. **DELIVERY OF SOLAR SERVICES.**

5.1 Purchase Requirement. Purchaser agrees to purchase 100% of the Solar Services generated by the System and made available by Provider to Purchaser during the Term. The Parties acknowledge that (i) the Solar Services from the System will vary from time to time, (ii) Provider is not providing any warranty or guarantee of any particular level of Solar Services, (iii) Purchaser is solely responsible, at its cost and expense, for meeting any and all of its electricity needs in excess of the amounts produced by the System and (iv) Provider is not a utility or an electric provider, and does not assume any obligations of a utility or electric provider. Purchaser agrees that it shall consume the System Services as the primary supply to meet all electricity demand at the Premises.

5.2 Delivery. Title to, risk of loss, and custody and control of, the Solar Services shall pass from Provider to Purchaser at the Utility Meter. Purchaser shall bear the costs associated with the restoration of the delivery of Solar Services if an interruption of such supply of electricity is caused by the actions or inactions of Purchaser, the Premises or the Site.

5.3 Environmental Attributes and Solar Incentives. Purchaser's purchase of Solar Services does not include Environmental Attributes or Solar Incentives, each of which shall be owned by

Provider (or Provider's Financing Party if applicable) for the duration of the System's operating life. Purchaser disclaims any right to Solar Incentives or Environmental Attributes based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.3.

5.4 Title to System. Throughout the duration of this Agreement, Provider (or, in the case of a sale/leaseback financing, Provider's Financing Party) shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider (or Provider's Financing Party) and shall not attach to or be deemed a part of, or fixture to, the Premises. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Purchaser shall promptly provide, at Provider's request, a disclaimer or release from such lien holder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing by Provider, on behalf of Purchaser, of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises. If Purchaser is not the fee owner, Purchaser will, at Provider's request, use commercially reasonable efforts to obtain such consent from such owner.

5.5 Net Metering. The Parties recognize and acknowledge that, from time to time, (a) the Solar Services (or the capacity of the System to deliver electricity) may exceed Purchaser's demand for electricity at the Premises or (b) Purchaser may otherwise be unable to consume Solar Services delivered to the Delivery Point. Purchaser shall nonetheless accept and take title to the Solar Services at the Delivery Point, and Purchaser, with cooperation of Provider, shall make and maintain arrangements to deliver and sell to the Local Electric Utility at the Delivery Point and any Solar Services that exceeds Purchaser's demand for, or ability to consume, electricity during the Term at the Premises (such arrangements referred to as "Net Metering Arrangements"); provided that, if Purchaser fails to make such Net Metering Arrangements, whether such Net Metering Arrangements are part of the Local Electric Utility interconnection agreement or otherwise, and as a result of such failure, Provider cannot deliver Solar Services to Purchaser, the System shall be deemed to have delivered to Purchaser, and Purchaser shall be deemed to have accepted and purchased at the Delivery Point, the electricity that the System produced, or was capable of producing, and that would otherwise have been delivered to Purchaser as Solar Services, and Purchaser shall pay Provider with respect to such electricity, the sum (as reasonably determined by Provider) of (a) the product of (i) the number of kilowatt hours of electricity deemed to be so accepted and purchased (as determined during the first year of the Term on the basis of the output estimates and thereafter on the basis of the System performance in producing Solar Services during the previous twelve month period, in each case adjusted for prevailing conditions) multiplied by (ii) the PPA Rate plus (b) the value of the Environmental Attributes associated with such kilowatt hours of this definition deemed to be so accepted and purchased, based upon the market value of such Environmental Attributes on the basis of any existing agreement or agreements for the purchase and sale of the System's Environmental Attributes, or, to the extent such agreements do not cover all such Environmental Attributes, market data (determined by spot market quotes received by Provider from at least two reputable brokers).

6. **PRICE AND PAYMENT.**

6.1 **Consideration.** Purchaser shall pay to Provider a monthly payment (the "Monthly Fee") for the Solar Services generated by the System during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the PPA Rate to be escalated annually at the Annual Escalation Rate as defined in Schedule 1 in accordance with this section. In the event a Meter is out of service or registers inaccurately, the measurement of a Meter shall be determined by the following alternatives, in the following order: (a) any alternative or back-up meter that Provider may have installed, if registering accurately, (b) a mathematical calculation, if upon a calibration test of such Meter, a percentage error is ascertainable, or (c) estimates of deliveries of Solar Services by reference to quantities measured during periods of similar conditions when such Meter was registering accurately. Meters found to be registering inaccurately shall be promptly repaired or adjusted to record more accurately.

6.2 **Sales Tax.** If the sale of the Solar Services hereunder becomes subject to sales, transfer or similar tax by any jurisdiction at any time, Purchaser shall be responsible for the payment of such tax in accordance with applicable law.

6.3 **Invoice.** Provider shall invoice Purchaser on or about the first day of each month (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Monthly Fee in respect of the immediately preceding month. The last invoice shall include production only through expiration or termination of this Agreement. Delays in the issuance of any such invoice shall not constitute any waiver of Purchaser's obligation to pay, or Provider's right to collect, any payment under any such invoice.

6.4 **Time of Payment.** Purchaser shall pay all amounts (without any set-off or deduction, except as may expressly be permitted under this Agreement) due hereunder within twenty-one (21) days after the receipt of the invoice.

6.5 **Method of Payment.** Purchaser shall make all payments under this Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate.

6.6 **Disputed Payments.** Purchaser shall notify Provider in writing within three (3) Business Days of receipt of the monthly invoice of any portion of the invoiced amount which it has a reasonable basis to dispute in accordance and the basis for such dispute. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall pay all undisputed amounts and shall not be deemed in default under this Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

7. **GENERAL COVENANTS.**

7.1 **Provider's Covenants.** Provider covenants and agrees to the following:

(a) Compliance. Provider shall supply Solar Services pursuant to the terms and conditions hereof.

(b) System Condition. Provider shall take actions reasonably necessary to ensure that the System is capable of providing Solar Services at a commercially reasonable continuous rate. This shall include continuous monitoring of System performance.

(c) Health and Safety. Provider shall take necessary and reasonable safety precautions with respect to providing the Installation Work, Solar Services, and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property.

(d) Liens. Other than a Financing Party's security interest or ownership in personal property constituting the System, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein, in each case to the extent such Lien arises from or is related to Provider's performance or non-performance of its obligations hereunder. If Provider breaches its obligations under this Section, it shall (i) immediately notify Purchaser in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Purchaser, and (iii) defend and indemnify Purchaser against all costs and expenses incurred in discharging and releasing such Lien, provided that Provider shall be entitled to a reasonable amount of time to challenge such liens.

(e) Compliance. Provider shall comply with all terms and obligations hereunder.

7.2 Purchaser's Covenants. Purchaser covenants and agrees as follows:

(a) Notice of Damage or Emergency. Purchaser shall (x) promptly notify Provider as it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (y) promptly notify Provider as it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

(b) Liens. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Section, it shall immediately notify Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses incurred in discharging and releasing such Lien. If Purchaser does not timely discharge a Lien, Provider shall be entitled discharge Lien, and Purchaser shall be required to reimburse Provider for all costs incurred in the discharge of such Lien.

(c) Consents and Approvals. Purchaser shall ensure that any authorizations described below that are required of Purchaser under this Agreement are provided in a timely manner. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Purchaser shall execute any document or application provided by Provider that is reasonably necessary to obtain such approvals, permits, rebates or other financial incentives.

(d) Access to Premises, Grant of License. If Purchaser controls the Premises: (i) Purchaser hereby grants to Provider a license, from the Effective Date until the commencement of the Installation Work, to perform industry standard due diligence of the Premises, including a review of the rooftops at the Premises, and (ii) Purchaser agrees to enter into a site lease agreement pursuant to which Purchaser grants to Provider all real property rights necessary for Provider to perform its obligations under this Agreement.

(e) Temporary storage space during installation or removal. Purchaser shall provide space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations or System removal, and access for rigging and material handling.

(f) Sunlight Easements. Purchaser will take all reasonable actions as necessary to prevent other buildings, structures or flora on Purchaser's premises from overshadowing or otherwise blocking access of sunlight to the System.

(g) Non-Interference. Purchaser and those of its principals, agents, employees, contractors and invitees shall not interfere with or delay Providers construction, installation, operation or maintenance of the System. Following the Commercial Operation Date, for each day that any portion of the System is off-line due to Purchaser's interference or delay (each, an "Off-Line Day"), Purchaser shall pay to Provider an amount equal to the sum (such sum, collectively, the "Lost Revenues") of (a) the product of (i) the average number of kilowatt hours of electricity on the same calendar day of the year as the Off-Line Day *multiplied by* (ii) the Solar Electricity Price *plus* (b) the value of the Environmental Credits that would have been created with such kilowatt hours of energy output from the System determined in accordance with clause (a) of this definition deemed to be so accepted and purchased, based upon the market value of such Environmental Credits on the basis of any existing agreement or agreements for the purchase and sale of the System's Environmental Credits, or, to the extent such agreements do not cover all such Environmental Credits, market data (determined by spot market quotes received by Provider from at least three reputable brokers).

(h) Meter. Purchaser shall maintain a metered account with the local utility. This obligation shall survive any early termination of this Agreement.

8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties Relating to Agreement Validity. Each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization and, if applicable, qualified to do business in the state in which the System will operate;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) its execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

8.2 Representations Regarding Security Interest. Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party. In connection therewith, Purchaser represents and warrants as follows:

(a) To Purchaser'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.

(b) Purchaser is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to Provider's Financing Party's Security Interest therein.

(c) To Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement.

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

8.3 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.1, 4.1, 5.2, AND 7.1 AND THIS SECTION 8, THE INSTALLATION WORK, SYSTEM OPERATIONS, AND SOLAR SERVICES PROVIDED BY PROVIDER TO PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, THE SOLAR SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

9. **FORCE MAJEURE.**

9.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the 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). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of the Provider or as a result of such party's failure to comply with a collective bargaining agreement). A Force Majeure Event shall not be based on the economic hardship of either Party.

9.2 Excused Performance. Except as 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 (other than the failure to pay amounts due hereunder), 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 under this Section 9 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise commercially reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Services delivered to Purchaser prior to the Force Majeure Event performance interruption.

9.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Provider's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Provider shall be entitled to terminate this Agreement upon sixty (60) days' prior written notice to Purchaser. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination and other than Provider's obligation under Section 2.5 hereof).

10. **DEFAULT.**

10.1 Provider Defaults and Purchaser Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider (each, a "Provider Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Provider;
- (ii) Provider fails to pay Purchaser any undisputed amount owed under this Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount; and

(iii) Provider breaches any material term of this Agreement after the following applicable grace periods : (A) if such breach can be cured within thirty (30) days, thirty (30) days after Purchaser's written notice of such breach, or (B) if such breach will take more than thirty (30) days to cure, Provider fails to commence and pursue a cure within thirty (30) days after Purchaser's written notice of such breach, but in no event shall such cure period extend beyond ninety (90) days).

10.2 Purchaser Defaults and Provider's Remedies.

(a) Purchaser Default. The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default"):

(i) A Bankruptcy Event shall have occurred with respect to Purchaser;

(ii) Purchaser breaches any material term of this Agreement after the following applicable grace periods : (A) if such breach can be cured within sixty (60) days, sixty (60) days after Provider's written notice of such breach, or (B) if such breach will take more than sixty (60) days to cure, Purchaser fails to commence and pursue a cure within sixty (60) days after Provider's written notice of such breach, but in no event shall such cure period extend beyond one hundred and eighty (180) days).

(iii) "Purchaser fails to pay Provider any undisputed amount due Provider under this Agreement within thirty (30) days from actual receipt of payment notice default from Provider that has been hand-delivered, sent by registered or certified mail, or by commercial overnight delivery service and shall be deemed delivered when acknowledgment of receipt has been signed by an officer, agent or employee of Purchaser who is authorized to accept service of process. ~~"in accordance with the Notice procedures in Section 14.~~"

(b) Remedies. If a Purchaser Default has occurred and is continuing, in addition to other legal and equitable remedies expressly provided herein, and subject to Section 12, Provider may terminate this Agreement and upon such termination, Provider shall be entitled to receive from Purchaser damages equal to the estimated production of the System (as reasonably determined by Provider) over the remainder of the Term, multiplied by the average PPA Rate over the remainder of the Term plus the average price of all Environmental Attributes over the previous year ("Annual Reimbursement Price"). If a Provider Default has occurred, then Purchaser shall have the right to terminate this Agreement upon sixty (60) days' prior written notice to Provider, and in such event this Agreement shall terminate upon the expiration of such sixty (60) day period unless such Provider Default has been cured or waived within such sixty (60) day period.

11. **LIMITATIONS OF LIABILITY.** Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with this Agreement.

12. **ASSIGNMENT.**

12.1 Generally. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors

and permitted assigns. Any purported assignment in violation of this Article 12 shall be null and void ab initio.

12.2 Assignment by Purchaser. Purchaser shall not assign its interests in this Agreement, nor any part thereof, without Provider's prior written consent.

12.3 Assignment by Provider. Except as expressly provided herein whereby Artemis Sun Institutional Solar, Inc. may assign this Agreement to one of its permitted assignees, a special purpose entity formed to facilitate the necessary financing and funding of the System by a Financing Party pursuant to this Agreement. Provider shall not sell, transfer or assign this Agreement or any right, interest or obligation therein (collectively, an "Assignment"), without the prior written consent of Purchaser; provided, however, that, without the prior consent of Purchaser, Provider may (i) make an Assignment to an Affiliate of Provider; (ii) make an Assignment through merger, consolidation or sale of all or substantially all of Provider's stock, interests or assets; (iii) collaterally assign or pledge its interests hereunder and/or in the Systems or any monies due under this Agreement, with any such assignee/pledgee having all rights typical of a secured lender; (iv) make an Assignment to as part of a sale/leaseback financing, so long as Provider or an Affiliate thereof acts as lessee under such financial lease; and (v) make an Assignment to a project-specific owner of a System to be located on such Property, so long as Provider or an Affiliate thereof remain as operator of such System, in each case provided Provider provides notice to Purchaser of such assignment within fifteen (15) days following such assignment. Otherwise, Provider may make an Assignment of Provider's rights and obligations hereunder only upon Purchaser's prior consent; provided that Purchaser shall not unreasonably withhold its consent to an Assignment of Provider's rights and obligations hereunder if Purchaser has been provided with reasonable proof that the proposed assignee: (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the Systems; and (y) has the financial capability to maintain the Systems and perform hereunder. A direct assignee of Provider's obligations hereunder shall assume in writing the due performance of all Provider's obligations under this Agreement. Purchaser will provide such confirmations, releases and novations as are reasonably requested by Provider in connection with any such assignment.

12.4 Financing Accommodations. Purchaser acknowledges that Provider may be financing the acquisition and installation of the Systems with funding from one or more Financing Parties, Lenders or third-party capital providers. Such financings may include the sale or sale/leaseback of one or more of the Systems to tax-advantaged entities. At Provider's request, Purchaser will provide Provider, Lenders and capital providers with commercially reasonable direct agreements, legal opinions, consents, subordinations, waivers, confirmations, estoppels, and its most recent annual audited and quarterly financial statements as may be reasonably requested from time to time. At Provider's sole discretion, such instruments may include the ability of such its Financing Parties, Lenders or capital providers to enforce Provider's rights hereunder, cure any Provider Default, receive concurrent notices to Provider and exercise normal and customary rights of secured parties and otherwise in accordance with Schedule 5 attached hereto.

13. NOTICES.

13.1 Notice Addresses. Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other Party (or

Financing Party, as the case may be) at the addresses set forth in Schedule 6, or at such other address as may be designated in writing to the other Party from time to time.

13.2 Notice. Unless otherwise provided herein, any notice provided for in this Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile or email and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), five (5) Business Days after deposit in the mail when sent by U.S. mail, or if via email upon receipt confirmation by the recipient, or an agent or employee of the recipient.

13.3 Address for Invoices. All invoices under this Agreement shall be sent to the address provided by Purchaser. Invoices shall be sent by regular first class mail postage prepaid.

14. **CONFIDENTIALITY.**

14.1 Confidentiality Obligation. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the financing, design, operation and maintenance of the System or of Purchaser's business ("Confidential Information") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, insurers, contractors and consultants, and Affiliates, lenders, and potential assignees of this Agreement or acquirers of Provider or its Affiliates (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Representatives"), in each case whose access is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

14.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) becomes publicly available other than through the receiving Party;

(b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;

(c) is independently developed by the receiving Party; or

(d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

14.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Notwithstanding the foregoing, the Parties agree that Purchaser and/or Provider may, at its respective sole discretion, take photographs of the installation process of the System and/or the completed System, and shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without the mutual consent of the Parties and the installation site shall not be disclosed beyond the type of establishment (such as "College" or such other general terms), the city and state.

14.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

15. INDEMNITY.

15.1 Provider's Indemnity. Subject to Section 12, Provider agrees that it shall indemnify and hold harmless Purchaser, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of any claim for, or arising out of, any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's negligence or willful misconduct. Provider shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser Indemnified Party.

15.2 Purchaser's Indemnity. Subject to Section 12, Purchaser agrees that it shall indemnify and hold harmless Provider, its permitted successors and assigns and their respective directors, officers,

members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by the Provider Indemnified Parties to the extent arising from or out of any claim for, or arising out of, any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

16. INSURANCE.

16.1 Provider Insurance. Provider shall maintain (or shall cause its independent contractors to maintain) without interruption during construction of the System, general liability insurance, professional liability insurance and workers compensation insurance as required by state law, in respect of the design, construction and installation of the System with a company or companies rated A- or above by A.M. Best, in an amount not less than one million dollars (\$1,000,000) comprehensive single limit or such statutorily required amounts. Provider shall maintain (or shall cause its independent contractors to maintain) without interruption from the Commercial Operation Date until expiration of the Term, with a company or companies rated A- or above by A.M. Best, insurance for personal injury and property damage occurring upon or about the Site, naming the Purchaser as additional insured as its interests may appear in the following amounts: (a) Commercial General Liability with limits of 2,000,000 General Aggregate; 1,000,000 Products & Completed Operations Aggregate, 1,000,000 Each Occurrence, 1,000,000 Personal Injury (Advertising Injury Excluded), 50,000 Fire Damage, Any One Fire, 5,000 Medical Payments, Each Person Excess Liability.

16.2 Purchaser Insurance. Purchaser (or its affiliates) shall maintain without interruption from the commencement of the Term, with a company or companies rated A- or above by A.M. Best, the following insurance: (a) general liability insurance in an amount an amount not less than three million dollars (\$3,000,000) and (b) if applicable, property insurance in an amount not less than the replacement value of the Premises. Such insurance shall name Provider (and, if applicable) any Financing Parties as additional insureds as their interests may appear.

16.3 Certificates of Insurance. Each Party will maintain the certificate(s) of insurance evidencing the insurance required and shall provide such certificates to the other Party within one (1) week of a request. Such certificate(s) shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the other Party.

17. MISCELLANEOUS.

17.1 Integration; Exhibits. This Agreement, together with the Exhibits and Schedules attached thereto and hereto, constitute the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of this Agreement by reference.

17.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.

17.3 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely.

17.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

17.5 Limited Effect of Waiver. The failure of Provider or Purchaser to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

17.6 Survival. The obligations under, 2.5 (Removal of System), Section 7.1(c) (Provider Covenant), Sections 7.2(d), 7.2(e), 7.2(f), and 7.2(g) (Purchaser Covenants), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 11 (Limitation of Liability), Article 13 (Notices), Article 14 (Confidentiality), Article 15 (Indemnity) Article 17 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

17.7 Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38 511. Any legal action relating to this Agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action..

No Personal Liability. No member, official or employee of the Purchaser shall be personally liable to Provider, or any successor or assignee, (a) in the event of any default or breach by the Purchaser, (b) for any amount which may become due to the Provider or its successor or assign, or (c) pursuant to any obligation of the Purchaser under the terms of this Agreement.

17.8 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits and risks of the Parties.

17.9 Relation of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of their obligations hereunder,

shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

17.10 Multiple Counterparts. This Agreement and any amendments of this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any electronic facsimile or PDF (or similar electronic format) thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement. Any electronic facsimile or PDF (or similar electronic format) transmission of any signature of a Party shall be deemed an original and shall bind such Party.

[Remainder of page intentionally left blank.]

These General Terms and Conditions are witnessed and acknowledged by Provider and Purchaser below.

"Provider": ARTEMIS SUN INSTITUTIONAL SOLAR, INC.

By: _____

Name: CHRISTOPHER D. THOMPSON

Title: PRESIDENT

Date: January __, 2014

"Purchaser": The City of San Luis, Arizona

By: Ralph Veloz

Print Name: Ralph Veloz

Title: City Manager

Date: January 30, 2014

Schedule 1

Project Overview

Site:

Termination Date:

20 years from the Commercial Operation Date.

Local Electric Utility:

Commercial Operation Deadline:

_____, 2014, subject to conditions precedent set forth in this Power Purchase Agreement.

Condition Deadline:

Installation Work will commence within 90 days of the effective date of this PPA, Lease Agreement, and applicable permitting requirements. .

System:

Fixed mounted solar photovoltaic system, with an estimated size and maximum output of 1,052 kW_s DC, and production capacity of approximately 1,832,909 kWh/yr.

Pricing:

PPA Rate of \$0.139 /kWh with an Annual Escalation Rate of 3% per year for all kWh's produced by the system for the term of 20 years.

Schedule 3

Buyout Price

The Buyout Price of the System is the Fair Market Value of the System pursuant to Section 2.2.

Schedule 4

PPA Rate

Beginning PPA Rate per kilowatt hour (kWH): Thirteen and Nine Tenths Cents (\$0.139)

Annual Escalation of PPA Rate:

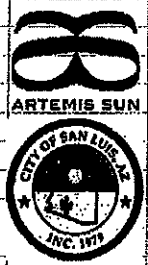
Three Percent (3%)

“Annual Escalation Rate” means the contractually agreed upon increase in the PPA rate each year to be used in the calculation of the “Monthly Fee” that the Purchaser shall pay to the Provider pursuant to this Agreement.

(ESTIMATED PPA SCHEDULE)

Estimated Annual Cost of Electricity from System

	Output	PPA Rate	PPA Pay	PBI Rate	PBI Pay	Total Combined	Variables	Input
	1,832,909	\$0.1390	\$254,774	\$0.0000	\$0	\$254,774	PPA Rate	\$0.1390
	1,820,079	0.1420	258,451	\$0.0000	0	\$258,451	Escalator	3.00%
	1,807,338	0.1450	262,064	\$0.0000	0	\$262,064	PBI/Incentive	\$0.0000
	1,794,687	0.1480	265,614	\$0.0000	0	\$265,614	Start Output	1,832,909
	1,782,124	0.1510	269,101	\$0.0000	0	\$269,101		
	1,769,649	0.1540	272,526	\$0.0000	0	\$272,526		
	1,757,262	0.1570	275,890	\$0.0000	0	\$275,890		
	1,744,961	0.1600	279,194	\$0.0000	0	\$279,194		
	1,732,746	0.1630	282,438	\$0.0000	0	\$282,438		
	1,720,617	0.1660	285,622	\$0.0000	0	\$285,622		
	1,708,572	0.1690	288,749	\$0.0000	0	\$288,749		
	1,696,612	0.1720	291,817	\$0.0000	0	\$291,817		
	1,684,736	0.1750	294,829	\$0.0000	0	\$294,829		
	1,672,943	0.1780	297,784	\$0.0000	0	\$297,784		
	1,661,232	0.1810	300,683	\$0.0000	0	\$300,683		
	1,649,604	0.1840	303,527	\$0.0000	0	\$303,527		
	1,638,057	0.1870	306,317	\$0.0000	0	\$306,317		
	1,626,590	0.1900	309,052	\$0.0000	0	\$309,052		
	1,615,204	0.1930	311,734	\$0.0000	0	\$311,734		
	1,603,898	0.1960	314,364	\$0.0000	0	\$314,364		
Totals	84,819,818		\$5,724,529		\$0	\$5,724,529		



Schedule 5

Certain Agreements for the Benefit of the Financing Parties

Purchaser acknowledges that Provider will be financing the installation of the System either through a lessor, lender or with financing accommodations from one or more financial institutions and that the Provider may sell or assign the System and/or may secure the Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. Artemis Sun Institutional Solar, Inc. may assign this Agreement to one of its permitted assignees, a special purpose entity formed to facilitate the necessary financing and funding of the System by a Financing Party pursuant to this Agreement. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Provider has notified Purchaser in writing Purchaser agrees as follows:

(a) Consent to Collateral Assignment. Purchaser consents to either the sale or conveyance to a lessor or the collateral assignment by Provider to the lender that has provided financing of the System, of the Provider's right, title and interest in and to this Agreement.

(b) Notices of Default. Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Provider to terminate the Agreement without the written consent of the Financing Party.

(c) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement:

i. The Financing Party, as collateral assignee, 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 and only in the event of Provider's or Purchaser's default. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Purchaser hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in this Agreement or the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement or the System. Any such exercise of remedies shall not constitute a default under this Agreement.

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

(d) Right to Cure.

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

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Sub-section (d)(i). above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity (as successor Purchaser under the Agreement) shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

Schedule 6

Addresses

ARTEMIS SUN INSTITUTIONAL SOLAR, INC.
391 East Las Colinas Boulevard, Suite 130
Irving, Texas 75039
Attn: Chris Thompson
Email: Chris@ArtemisSun.com



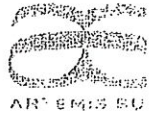
NAME: THE CITY OF SAN LUIS, ARIZONA
ADDRESS: 1090 E. Union Street
Attn: *Rafael Velez*
Email: *rvelez@cityofsanluis.org*

EXHIBIT B

Copy of the Lease

[Follows this page.]

EXHIBIT B



Site Lease

This Site Lease (this "Agreement"), dated January 30th, 2014, (the "Effective Date"), is by and between ARTEMIS SUN INSTITUTIONAL SOLAR, INC., a Texas corporation ("Lessee"), and the City of San Luis, an Arizona municipality ("Lessor") (each a "Party" and collectively, the "Parties").

RECITALS

A. Lessor is the owner of certain real property located in the city of San Luis, Arizona, and more particularly described on Exhibit A¹ attached hereto and incorporated herein for all purposes (the "Property").

B. Lessee intends to install and operate covered parking solar photovoltaic and roof mounted systems, including all improvements thereto (each, a "System" and collectively, the "Systems") on those portions of the Property depicted on Exhibit B attached hereto (collectively, the "Premises")² for the purpose of generating on-site electrical energy output from the Systems ("Solar Power") and selling the Solar Power to Lessor pursuant to that certain Solar Power Purchase Agreement (the "PPA"), dated January 30th, 2014, by and between Lessor and Lessee. [Capitalized terms used herein but not defined herein (including in the recitals hereto) shall have the respective meanings ascribed thereto in the PPA.]

C. In order to construct, install and operate the System and provide the operation and maintenance services, Lessee requires exclusive use of the Premises and non-exclusive rights on, over, across and under all other areas of the Property (the "Easement Areas"), specifically including such structures or fixtures appurtenant to the Premises and within such Easement Areas, passage through which is necessary or convenient to install or gain access to the Systems, for ingress and egress to and from the Premises and to locate electrical cabling required to operate the Systems.

D. In connection with the foregoing, Lessee desires to lease the Premises from Lessor and to receive the grant of an easement on, over and across the Easement Areas and Lessor has agreed to grant such rights to Lessee on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Lessee and Lessor hereby agree as follows:

1. Grants of Lease and Easements.

(a) Lease of Premises. Lessor does hereby demise and lease to Lessee, and Lessee hereby accepts, the Premises for the purpose of installing, operating, maintaining, and removing the Systems on the Premises.

(b) Easement Over Property. Lessor grants Lessee and its employees, contractors and sub-contractors an easement on, over, across and under Easement Areas for ingress and egress to the Premises and to located such cables and transmission facilities as are required for the purpose of installing, operating, maintaining, and removing the Systems on the Premises.

¹ Metes and bounds description.

² Insert the site layouts.

(c) Solar Easement. Lessor hereby grants to Lessee an exclusive easement to receive sunlight ("Insolation") on the Premises (a "Solar Easement") during every hour of each day that sunlight could be received by the Systems. Lessor shall not permit any vegetation, structures or other objects or airborne matter to obstruct the passage of sunlight on or to the Premises. This grant of Solar Easement shall run with the terms of the Agreement and is not terminable by either Lessor or any Lender (as defined below) or successor-in-interest of either so long as the Agreement is in effect.

2. System Construction, Installation and Operation.

(a) Lessor hereby consents to the construction of the Systems ("Installation Work") by Lessee on the Premises and the Easement Areas, including, without limitation, the installation of solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections.

(b) Lessee shall also have the right during the Term:

(i) to install and operate the Systems on the Premises and cables and transmission facilities on the Easement Areas;

(ii) to maintain, clean, repair, replace and dispose of part or all of the Systems and cables and transmission facilities;

(iii) to add or remove the Systems and cables and transmission facilities or any part thereof;

(iv) to access the Premises with guests for promotional purposes during normal open hours and at other times as are reasonably acceptable to Lessor; and

(v) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Section 2.

(c) Lessor acknowledges that the installation of all or a portion of the Systems may require physically mounting and adhering the Systems to the buildings, structures and fixtures appurtenant to the Premises and to the ground and consents to such mounting or adhering.

3. Use of Premises. Lessor shall provide Lessee with access to the Premises to perform the Installation Work and to otherwise perform construction, installation, maintenance and removal work on the Systems, including ingress and egress to the Premises for Lessee and its employees, contractors, sub-contractors and local electric utility personnel and access to all areas within the Easement Areas necessary or convenient to interconnect the Systems with Lessor's electrical wiring on the Property as required to operate the Systems and deliver the Solar Power to Lessor. Lessor shall provide sufficient space for the storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the furnishing, installation, testing, commissioning, deconstruction, disassembly, decommissioning, maintenance, repair, replacement and removal of the Systems and access for rigging and material handling. Lessor shall provide Lessee a reasonable area for construction laydown upon request. Lessor shall not interfere with the Installation Work or handle any Lessee equipment or the Systems without written authorization from Lessee. In connection with Lessee's provision of the on-going operation and maintenance services, Lessor shall provide necessary space for storing parts and supplies on the Property.

4. System and Output Ownership.

(a) Lessor acknowledges and agrees that Lessee (or one of its affiliates) is the exclusive owner and operator of the Systems, that all equipment comprising the Systems shall remain the personal property of Lessee, are not fixtures and shall not become fixtures, notwithstanding the manner in which any such System is or may be affixed to any real property of Lessor and neither Lessor nor any Affiliate, Lender or successor in-interest of Lessor shall have any right, title or interest in any System or any component thereof, notwithstanding that such System may be physically mounted or adhered to the Premises or structures, buildings and fixtures on the Premises or Property.

(b) Notwithstanding anything contained to the contrary herein, the Parties agree that Lessor may affix lighting, security cameras, emergency or other electrical devices to the System structure that shall remain the property of Lessor, subject to the prior review and approval by the solar engineer for Lessee to insure that any physical attachments, devices, wiring, mounts, or other electrical items or elements made by Lessor will not have a negative impact or effect to the System or its performance with the agreement that such approval shall not be unreasonably withheld.

(c) Lessor acknowledges that Lessee owns all electric energy generated by the Systems, and all Environmental Attributes or other attributes and benefits in connection with the Systems. Lessee shall not be considered an electric public utility, an investor owned utility, a municipal utility, or a merchant power plant otherwise known as an exempt wholesale generator.

5. Representations and Warranties, Covenants of Lessor.

(a) Authorization. Lessor represents and warrants that Lessor (i) has been duly authorized to enter into this Agreement by all necessary action (ii) will not be in default under any agreement to which it is a party and (iii) this Agreement constitutes a legal and valid obligation of Lessor, enforceable against Lessor in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

(b) Lessor's Title to Property; Lessee's Quiet Enjoyment. Lessor represents, warrants and covenants that Lessor has lawful title to the Property and that Lessee shall have quiet and peaceful possession of the Premises and Easement Areas free from any claim of any entity or person of superior title thereto without hindrance to or interference with Lessee's quiet enjoyment thereof, throughout the Term. Lessor agrees that this Agreement and the leasehold and easements granted in Sections 1 of this Agreement shall run with the Property and survive any transfer, assignment, pledge or sale of any portion of the Property. In furtherance of the foregoing, and prior to any such transfer, assignment, pledge or sale of any portion of the Property, Lessor shall cause any purchaser, lessee, assignee, mortgagee, pledge or party to whom a lien has been granted to execute and deliver to Lessee a .

(c) No Interference. Subject to the rights set forth in the proviso in Section 1(c0) above, Lessor will not (i) conduct nor permit activities on, in or about the Property that are likely to damage, impair or otherwise adversely affect any portion of the Systems or the cables and transmission facilities, (ii) materially interfere with or prohibit the free and complete use and enjoyment by Lessee of its rights granted by this Agreement, (iii) take any action, or permit any action, which will materially interfere with the availability or accessibility of sunlight on or to the Property, (iv) take any action which will in any way materially interfere with the transmission of electric, electromagnetic or other forms of energy to or from the Property, or (v) take any action which will materially impair Lessee's access to the Property for the purposes specified in this Agreement. If Lessor fails to comply with the foregoing, Lessor shall pay

to Lessee amounts equal to Lessee's lost revenues and out-of-pocket costs during the period of non-compliance which are attributable to Lessor's failure to comply therewith, including but not limited to, lost energy sale revenues, lost environmental attribute sales revenues, any costs to remove and reinstall the System (or portion thereof), and any costs to repair the System, all as reasonably determined by Lessee.

(d) Protection of Systems. Lessor shall take all reasonable steps to limit access to the Premises to Lessee and Lessee's employees, invitees, agents and representatives (except with respect to carport structures, which shall be located in parking lots serving Lessor's invitees). Lessor shall implement and maintain reasonable and appropriate security measures with respect to the Premises to prevent Lessor's employees, invitees, agents and representatives, and other unrelated third-parties, from having access to the Premises or the Systems, and to prevent from occurring any theft, vandalism or other actions that are likely to cause damage, impair or otherwise adversely affect the Systems.

(e) Condition of Premises. Lessor shall keep areas of the Premises that are under its control neat, clean and in good order and condition. Lessor shall give Lessee prompt notice of any damage to or defective condition in any part or appurtenance of the Property (including mechanical, electrical, plumbing, heating, ventilating, air conditioning and other equipment facilities and System(s) located within or serving such Premises) that might reasonably have an adverse impact on the Systems or Lessee's rights or obligations under this Agreement. Lessor shall exercise reasonable care to keep and make the Property safe and to warn those lawfully on the Property of existing dangers.

(f) Utilities. Lessor shall provide Lessee with Station Power during the term of this Agreement. "Station Power" means electric energy consumed in the start-up and operation of the Systems, which is distinct from the alternating current output of the Systems.

(g) Insolation. Lessor acknowledges and agrees that the Solar Easement granted in Section 1 of this Agreement is essential to the value of the interest granted herein and is a material inducement to Lessee in entering into this Agreement. Accordingly, Lessor shall not permit any interference with Insolation on and at the Premises. Without limiting the foregoing, Lessor shall not construct or permit to be constructed any structure on the Property that could adversely affect Insolation levels, permit the growth of foliage that could adversely affect Insolation levels, or emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to Insolation. If Lessor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Premises, Lessor shall cooperate with Lessee to obtain solar easement agreements from adjacent property owners. Notwithstanding any other provision of this Agreement, the Parties agree that (i) Lessee would be irreparably harmed by a breach of the provisions of this Section 5(g), (ii) an award of damages would be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 5(g). If Lessor fails to comply with the foregoing, Lessor shall pay to Lessee amounts equal to Lessee's lost revenues and out-of-pocket costs during the period of non-compliance which are attributable to Lessor's failure to comply therewith, including but not limited to, lost energy sale revenues, lost environmental attribute sales revenues, any costs to remove and reinstall the System (or portion thereof), and any costs to repair the System.

(h) Hazardous Substances. Lessor represents and warrants to Lessee that there are no Hazardous Substances present on, in or under the Property in violation of any Applicable Law or regulation (collectively, "Environmental Laws"). Lessor shall not introduce or use any Hazardous Substances on, in or under the Property in violation of any Environmental Law. If Lessor becomes aware of any such Hazardous Substances Lessor shall promptly notify Lessee of the type and location of such materials in writing. "Hazardous Substance" means any hazardous or toxic substances, materials and

wastes which are regulated or are classified as hazardous or toxic by any Governmental Authority having jurisdiction over the Property, including, but not limited to, those substances included in the definitions of "Hazardous Substances," "Hazardous Materials," "Toxic Substances," "Hazardous Waste," "Solid Waste," "Pollutant," or "Contaminant" in any federal, state, local or other Law pertaining to public or worker health, welfare or safety or the environment.

(i) **Property Conditions.** Lessor represents and warrants to Lessee that there are no site conditions or construction requirements (i) that would materially increase the cost of installing the Systems at the planned locations on the Premises or would materially increase the cost of maintaining the Systems at the Premises over the cost that would be typical or customary for solar photovoltaic systems substantially similar to the Systems or (ii) that would adversely affect the ability of the Systems as designed to produce electricity once installed.

(j) **Interconnection Point.** Lessor represents and warrants to Lessee that there is a suitable electrical interconnection point of sufficient capacity to accommodate each of the rooftop Systems, as designed, located within an acceptable distance of each of the planned locations of such rooftop Systems.

6. **Representations and Warranties, Covenants of Lessee.** Lessee represents and warrants to Lessor that Lessee (i) has been duly authorized to enter into this Agreement by all necessary action (ii) will not be in default under any agreement to which it is a party and (iii) this Agreement constitutes a legal and valid obligation of Lessee, enforceable against Lessee in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law; (iv) will exert its best efforts in good faith to cooperate with and actively support and assist Lessor in any effort, activity or process to legally oppose, negate or otherwise prevent any variance from, exception to, enactment or change to any municipal ordinance, zoning law, restriction, or other government action or private effort that would in any way have or could have a negative effect, influence or impact on the performance of the System

7. **Term and Termination.**

(a) The leasehold, easements and other rights granted under this Agreement are not revocable by Lessor except in strict accordance with the terms of this Agreement.

(b) The term of this Agreement shall commence on the Effective Date and terminate Twenty (20) years after the Effective Date (the "Term").

(c) Lessee shall remove such System(s) and restore the applicable portions of the Property to a condition reasonably comparable that which existed prior to the Effective Date.

8. **Insurance.** During the Term, each of Lessee and Lessor shall obtain and maintain the insurance coverages, which policies shall specifically cover all of the indemnity obligations of the Parties contained in this Agreement.³ Additionally, Lessor agrees to cooperate with Lessee to obtain title insurance policy for Lessee's interests granted herein.

9. **Taxes.** Only to the extent of any applicable laws, Lessor shall pay all (i) real estate property taxes relating the Property, (ii) inheritance or estate taxes imposed upon or assessed against the Property, or any part thereof or interest therein, (iii) taxes computed upon the basis of the net income or

³ Parties to agree on appropriate insurance limits.

payments derived from the Property by Lessor or the owner of any interest therein, (iv) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind which are adopted by any public authority after the date hereof, and (v) transfer taxes. Lessee shall pay any and all city, county, and state property taxes relating to the System owned by Lessor including the covered parking solar photovoltaic systems, including all improvements thereto as constructed and installed on the Property as set forth in "Exhibit A".

10. Liability and Indemnity.

(a) **Lessee.** To the fullest extent permitted by law, Lessee shall defend, indemnify and hold harmless the Lessor and Lessor's directors, officers, shareholders, partners, members, lenders, agents and employees of such other Party, and the respective Affiliates of each thereof (collectively, the "Lessor Indemnified Party(ies)"), from and against all loss, damage, expense, liability and other claims, including loss of revenues, court costs and reasonable attorneys' fees, resulting from the breach of any representation or warranty set forth in Section 6, and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, Lessee or its contractors, agents or employees during the design, construction and installation of the System as well as during the operation, management and maintenance of the System for the term of this Agreement in connection with this Agreement; provided, however, that nothing herein shall require Lessee to indemnify any Lessor Indemnified Party under this Section 10(a) to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, any of the Lessor Indemnified Parties. Lessee agrees to restore, repair and return any of Lessor's damaged property back to the same or better condition than prior to such damage, and all at the expense of Lessee and its contractors.

(b) **Lessor.** To the fullest extent permitted by law, Lessor shall defend, indemnify and hold harmless the Lessee and Lessee's directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective Affiliates of each thereof (collectively, the "Lessee Indemnified Party(ies)" and together with the Lessor Indemnified Parties, the "Indemnified Party(ies)"), from and against all loss, damage, expense (including lost revenue), liability and other claims, including court costs and reasonable attorneys' fees, resulting from the breach of any representation or warranty set forth in Section 5, and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the acts or omissions of Lessor or its contractors, agents, invitees, members, trespassers or employees in connection with this Agreement or such persons' use of or presence upon the Property; provided, however, that nothing herein shall require Lessor to indemnify any Lessee Indemnified Party under this Section 10(b) to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, any of the Lessee Indemnified Parties.

(c) **No Consequential Damages.** Except as specifically set forth in this Agreement, neither Lessee nor Lessor shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Agreement whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Agreement. The foregoing provision shall not prohibit Lessee or Lessor from seeking and obtaining general contract damages for a breach of this Agreement.

(d) **Waiver.** The express remedies and measures of damages provided for in this Agreement shall be the sole and exclusive remedies for a Party hereunder and all other remedies or damages at law or in equity are hereby waived.

11. Condemnation. In the event of an award related to eminent domain or condemnation of

all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated as well as any damages (including Lessee's lost revenues, removal costs, relocation costs, and/or inability to relocate the System) suffered thereby.

12. Assignment.

(a) Except as expressly set forth herein, neither Party may assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Lessee may assign its rights under this Agreement without Lessor's consent to (i) an affiliate of such party, (ii) to any person or entity succeeding to all or substantially all of the assets of such party, (iii) to any third party for security purposes in connection with a financing, whether by mortgage, deed of trust, security agreement or otherwise, (iv) to a third party with equal or better creditworthiness, (v) to a third party in connection with a tax equity transaction.

(b) With respect to a collateral assignment, sale-leaseback or other assignment in connection with a financing-transaction of Lessee, Lessor acknowledges and agrees that, upon receipt of written direction by a financing-transaction assignee of Lessee (a "Lender"), and notwithstanding any instructions to the contrary from Lessee, Lessor will recognize such Lender, or any third party to whom such Lender has reassigned the rights of Lessee under this Agreement, as the proper and lawful Lessee under this Agreement and as the proper and lawful successor to Lessee with respect to the leasehold and easement interests granted hereunder and fully entitled to receive the rights and benefits of Lessee hereunder so long as Lender (or its assignee) performs the obligations of Lessee hereunder. Lessor shall be protected and shall incur no liability in acting or proceeding in good faith upon any such foregoing written notice and direction by Lender which Lessor shall in good faith believe (i) to be genuine and (ii) a copy of which to have been delivered to Lessee. Lessor shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such foregoing notice and direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

(c) Any assignee of Lessee or Lessor (except the grantee of a purely collateral assignment prior to foreclosing on such Collateral (as defined below)) agrees to assume the obligations of the assignor and such assignee shall be bound by the terms of this Agreement and such assignee shall, if requested by the non-assigning Party, as a condition to such assignment, execute a reasonable written instrument to such effect.

13. Provisions Benefiting Lender.

(a) Lessor agrees to notify Lender in writing, at the address to be designated by such Lender, of any act or event of default of Lessee under this Agreement of which Lessor has knowledge that would entitle Lessor to cancel, terminate, annul, or modify the Agreement or dispossess or evict Lessee from the Premises or otherwise proceed with enforcement remedies against Lessee, provided that such notice obligation shall not arise until five (5) days after Lessor receives accurate address information from Lender. Lender shall have the same amount of time as Lessee, but at least fifteen (15) days with respect to any monetary default and at least sixty (60) days with respect to any non-monetary default, to cure any default by Lessee under the Agreement; provided that in no event shall Lender be obligated to cure any such default.

(b) Subject to the terms and conditions hereof, Lessor hereby subordinates any lien it may have in and to the Systems and other property that is or may from time to time hereafter be located at the Premises, and to which Lessee has granted or will grant a security interest to Lender (all such property and the records relating thereto shall be hereafter referred to as the "Collateral") to the lien of Lender;

provided, however, that this subordination shall not prevent Lessor from exercising any right or remedy against Lessee to which Lessor may be entitled under the terms of this Agreement or as may be provided by Applicable Law; nor shall it prevent Lessor from realizing upon any lien it may have on any property of Lessee, including the Collateral, so long as Lessor recognizes Lender's prior right to the Collateral described above. Lessor recognizes and acknowledges that any claim or claims ("**Lender Claims**") that Lender has or may have against such Collateral by virtue of any lien or security interest, are superior to any lien, security interest, or claim of any nature that Lessor now has or may hereafter have to such Collateral by statute, agreement or otherwise. The subordination provided for herein shall be effective until the discharge of the Lender Claims. Lessor further agrees to notify any purchaser of the Property, and any subsequent mortgagee or other encumbrance holder, of the existence of the foregoing waiver of Lessor's lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lender.

(c) Lessor consents to Lender's security interest in the Collateral and waives all right of levy for rent and all claims and demands of every kind against the Collateral, such waiver to continue so long as any sum remains owing from Lessee to any Lender. Lessor agrees that the Collateral shall not be subject to distraint or execution by, or to any claim of, Lessor.

(d) Lessor hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain, or otherwise prevent a Lender from the Premises for the purpose of inspecting the Collateral.

(e) The Parties shall not amend this Agreement in any manner that reduces the rights or increases the obligations of a Lender without such Lenders prior written consent.

14. **Default.** In the event of any default or failure to perform any obligation under this Agreement, the non-defaulting Party shall give the alleged defaulting Party written notice thereof, which notice shall include in reasonable detail the facts pertaining to the default and specify the method of cure. The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement (and any of the following events, before the expiration of the applicable grace period, if any, specified below, is referred to as a "Default") on the part of the applicable Party:

(a) the failure or omission by either Party hereto to observe, keep or perform any material terms, agreements or conditions set forth in this Agreement, and such failure or omission has continued for thirty (30) days after written notice from the other Party (or such longer period reasonably required to cure such failure or omission up to a maximum cure period of one year after written notice from the other party, if such failure or omission cannot reasonably be cured within such thirty (30) day period provided that the breaching Party commences the effort to cure within such thirty (30) day period and the cure is diligently and continuously pursued by the defaulting Party);

(b) any representation or warranty made by a Party in this Agreement is false or misleading in any material respect when made or when deemed made or repeated;

(c) the occurrence of a bankruptcy, insolvency, liquidation, administration or other receivership or dissolution of a Party and any equivalent or analogous claim, suit, demand, allegation, arbitration, dispute or other action process, or proceeding whether actual or threatened by whatever name known and in whatever jurisdiction and any step taken (including the presentation of a petition or the passing of a resolution) for or with a view to any of the foregoing.

15. **Remedies.** Upon the occurrence of an Event of Default:

(a) The non-defaulting Party may specifically enforce its rights under this Agreement,

(b) By notice to the defaulting Party, the non-defaulting Party may terminate this Agreement on a designated date, not earlier than thirty days (30) after the date such notice is effective.

(c) The non-defaulting may suspend performance due to the defaulting Party under this Agreement.

16. **Amendments.** This Agreement may be amended only in writing signed by Lessee and Lessor or their respective successors in interest.

17. **Notices.** All notices, requests, statements or payments ("Notices") will be made to the addresses and persons specified below. All Notices will be made in writing. Notices required to be in writing will be delivered by hand delivery, overnight delivery, facsimile, or e-mail (so long as a copy of such e-mail notice is provided immediately thereafter in accordance with the requirements of this section by hand delivery, overnight delivery, or facsimile). Notice by facsimile will (where confirmation of successful transmission is received) be deemed to have been received on the day on which it was transmitted (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it will be deemed received on the next Business Day). Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. Notice by e-mail will be deemed to have been received when such e-mail is transmitted, so long as a copy of such e-mail notice is delivered immediately thereafter by hand delivery, overnight delivery, or facsimile, or confirmed by the recipient beforehand. A Party may change its address by providing notice of the same in accordance with the provisions of this section. All such communications shall be mailed, sent or delivered, addressed to the Party for whom it is intended, at its address set forth below:

If to Lessor:

NAME: THE CITY OF SAN LUIS, ARIZONA *c/o City Manager*
ADDRESS: ~~R~~ *PO Box 1170, San Luis, AZ 85349*
Phone: *928 341-8520*
Email: *rveloz@cityofsanluis.org*

If to Lessee:

ARTEMIS SUN INSTITUTIONAL SOLAR, INC.
c/o Artemis General Counsel
391 East Las Colinas Boulevard, Suite 130
Irving, Texas 75039
Phone: 214.500.0844
Attention: Michael Caolo Jr.
Email: michaelcaolo@caololaw.com

18. **Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

19. **Remedies Cumulative.** No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

20. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third Party not a

Party hereto, other than the Lessor Indemnified Parties, the Lessee Indemnified Parties and any Lenders or other secured parties.

21. **Headings.** The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

22. **Attorneys' Fees.** If any action, arbitration, judicial reference or other proceeding is instituted between the Parties in connection with this Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein. The prevailing Party shall be determined by the trier of fact based upon an assessment of which Party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other Party's major arguments or positions on major disputed issues.

23. **Severability.** If any part, term, or provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement, and shall not render this Agreement unenforceable or invalid as a whole. Rather the part of this Agreement that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision, within the limits of Applicable Law or applicable court decisions, and the remainder of this Agreement will remain in full force.

24. **Choice of Law.** (i) This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38 511. Any legal action relating to this Agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

(ii) **No Personal Liability.** No member, official or employee of the Purchaser shall be personally liable to Provider, or any successor or assignee, (a) in the event of any default or breach by the Purchaser, (b) for any amount which may become due to the Provider or its successor or assign, or (c) pursuant to any obligation of the Purchaser under the terms of this Agreement.

25. **Binding Effect.** This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

26. **Counterparts.** This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or ".pdf" signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the parties.

27. **Entire Agreement.** This Agreement represents the full and complete agreement between the parties hereto with respect to the subject matter contained herein and therein and supersede all prior written or oral agreements between said Parties with respect to said subject matter.

28. **Construction of Agreement.** This Agreement and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted for the benefit of and against all Parties and shall further be construed and interpreted without reference to the identity of the Party or parties preparing this document, it being expressly understood and agreed that the Parties hereto participated equally in the negotiation and preparation of this Agreement or have had equal opportunity to do so.

29. **Further Assurances.** Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this section. Lessor agrees to execute a memorandum of this Agreement which shall be recorded in the land registry or title records of the county where the Property is located or other applicable government office. From time to time, upon request of Lessee (or its financing partner, if applicable), Lessor agrees to provide to Lessee credit information including quarterly financial statements and annual audited financials. From time to time, upon written request by Lessee (or its lenders), Lessor shall provide within seven (7) days thereafter an estoppel certificate attesting, to the knowledge of Lessor, of Lessee's compliance with the terms of this Agreement or detailing any known issues of noncompliance.

30. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other Party hereto, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other person, firm or corporation specified by such requesting Party:

(a) That this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

(b) Whether or not to the knowledge of any such Party there are then existing any offsets or defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such Party the other Party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and

(c) Such other information as may be reasonably requested by a Party hereto.

Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

31. **Dispute Resolution.**

(a) In the event that there is any controversy, claim or dispute between the Parties hereto arising out of or related to this Agreement, or the breach hereof, that has not been resolved by informal discussions and negotiations: (i) the Parties shall endeavor to settle by nonbinding mediation in Dallas, Texas, heard by a mutually agreeable mediator, the cost of which shall be evenly split by the Parties; and (ii) if settlement cannot be reached through mediation, then any Party may resort to binding arbitration in Dallas, Texas, with any professional association that provides arbitration services and as mutually agreed to by the Parties.

(b) Notwithstanding the provisions of Section 29(a), either Party may pursue injunctive relief (or any other relief that cannot be obtained through binding arbitration) in any court of competent

jurisdiction in Dallas, Texas (or if no such court exists, in any other court of competent jurisdiction) to the extent such Party is entitled to such relief under the provisions of this Agreement or Applicable Law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

LESSOR:

NAME THE CITY OF SAN LUIS, ARIZONA

By: Raene Me
Name: Ralph Velez
Its: CITY MGR

LESSEE:

ARTEMIS SUN INSTITUTIONAL SOLAR, INC.

By: _____
Name: Christopher D. Thompson
Its: President

EXHIBIT A

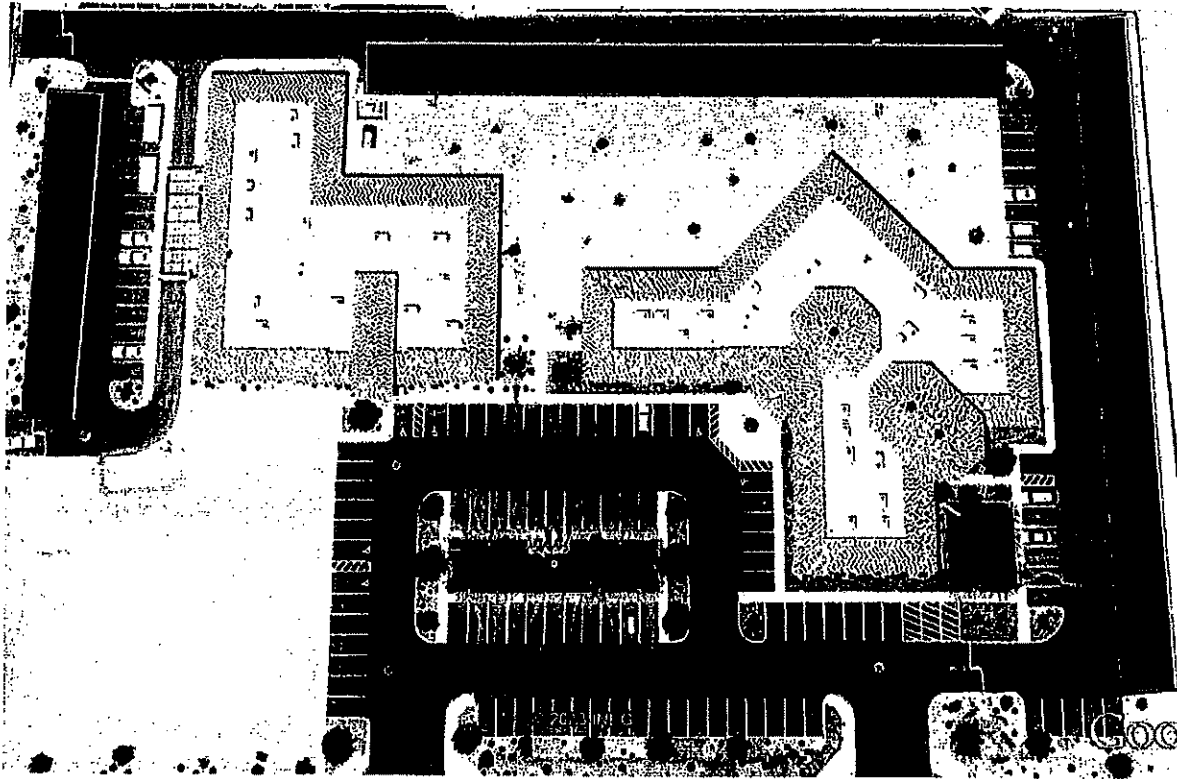
Legal Description and Depiction of Property

EXHIBIT A

Legal Description and Depiction of Property

1090 East Union St. San Luis AZ, 85349

Parking mounted array



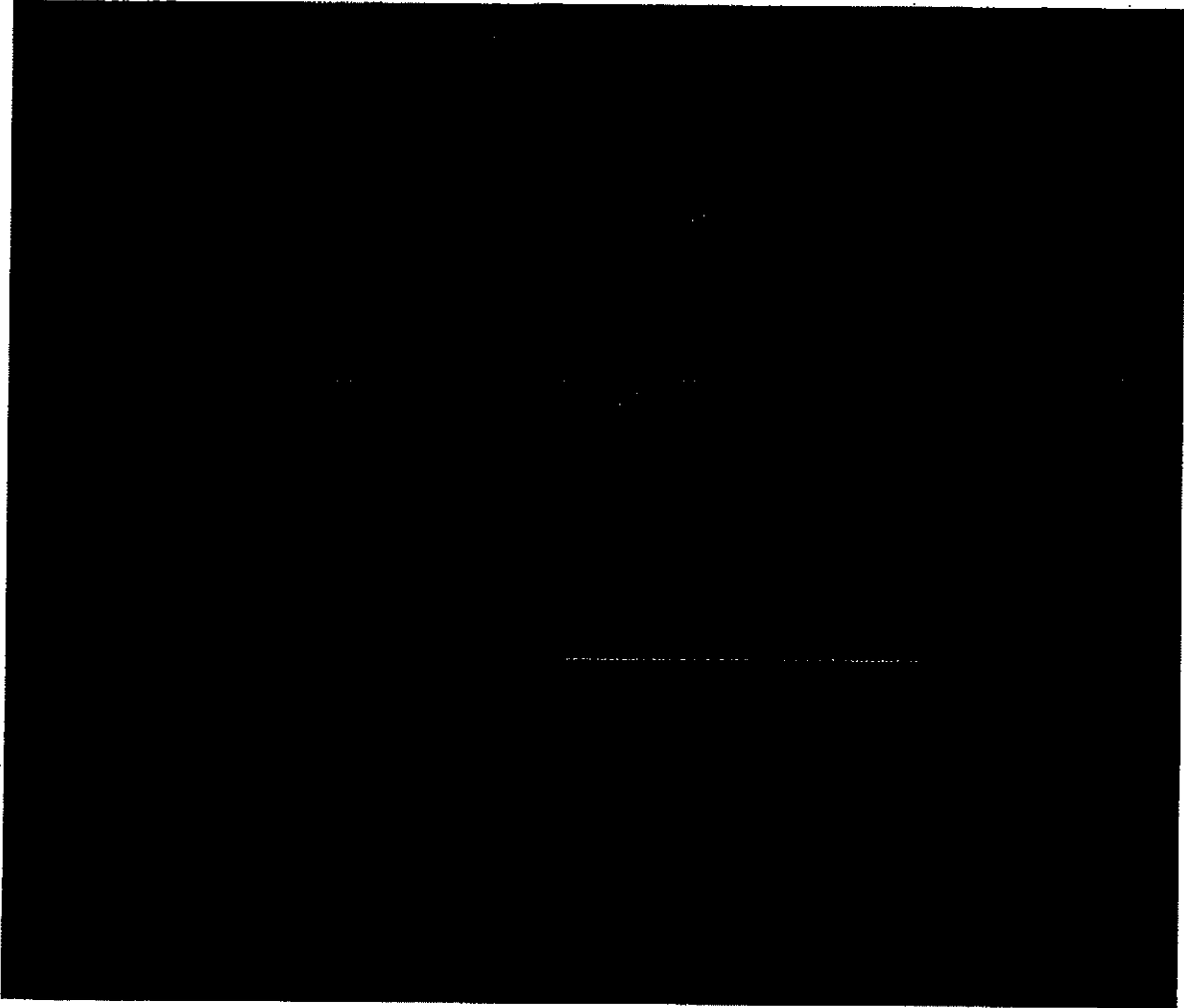
1165 N McCain Ave San Luis AZ, 85349

Parking mounted array



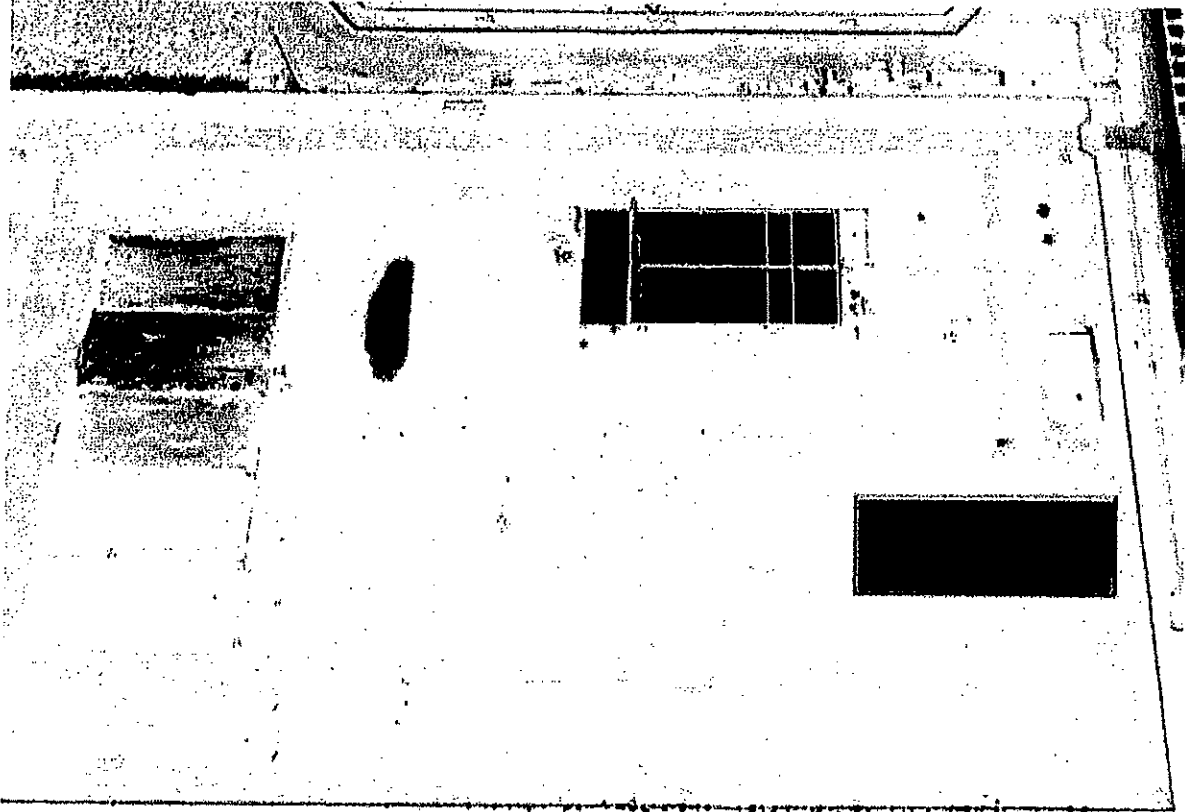
101 West Sanchez Blvd San Luis AZ, 85349

Ground and parking mounted array



358 S Avenue D San Luis AZ, 85349

Ground mounted array



1311 N 4th Ave Unit E San Luis AZ, 85349

Parking mounted array

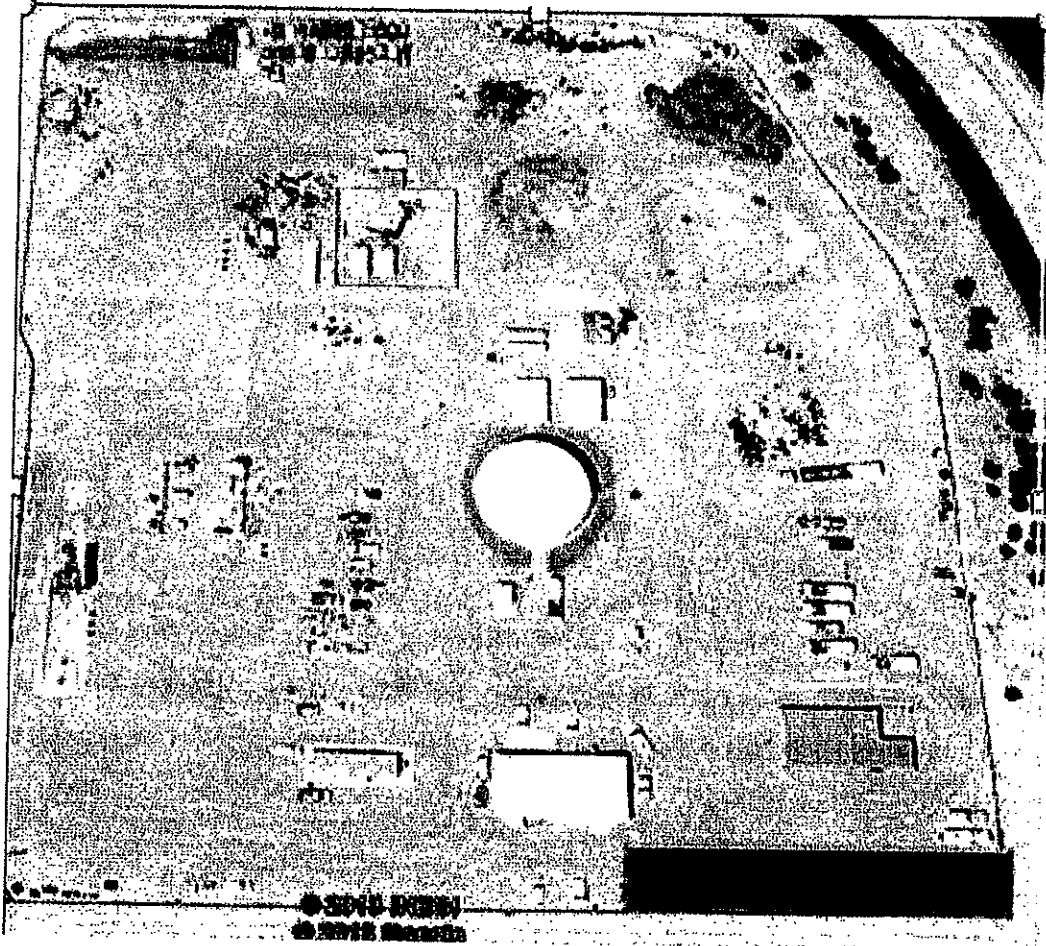


Exhibit B

Form of Amendment and Consent to Assignment

(See attached)

AMENDMENT AND CONSENT TO ASSIGNMENT

This AMENDMENT AND CONSENT TO ASSIGNMENT (this "Amendment"), dated as of *May 28*, 2014 (the "Effective Date"), is by and between the City of San Luis, an Arizona municipality (the "City"), and San Luis Spear Point Solar I, LLC, a Delaware limited liability company ("Spear Point," and together with the City, the "Parties").

RECITALS

A. The City and Artemis Sun Institutional Solar, Inc., a Texas corporation ("Seller") are the parties to (i) that certain Solar Power Purchase Agreement dated January 30, 2014 (the "PPA") and (ii) that certain Site Lease dated January 30, 2014 (the "Lease" and, together with the PPA, the "Project Agreements"), with respect to the proposed solar energy generation project contemplated under such agreements (the "Project").

B. Seller and Spear Point are parties to that certain Purchase Agreement, dated as of *January 23*, 2014 (the "Purchase Agreement"), whereby Spear Point has agreed to purchase Seller's interest in the Project Agreements on the terms set forth therein.

C. Spear Point and the City desire to enter this Amendment in order to obtain the City's agreement and consent to the transaction contemplated in the Purchase Agreement, to amend each Project Agreement as more particularly described below, and to execute certain consent documents required for financing the Project.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

AGREEMENT

1. Consent to Assignment. The City hereby acknowledges and consents to the sale, pledge, and assignment of all right, title, and interest in, to and under each Project Agreement from Seller to Spear Point at the Closing (as defined in the Purchase Agreement).

2. Representations and Warranties. The City represents and warrants to Spear Point that, as of the Effective Date and as of the Closing Date (as defined in the Purchase Agreement):

a. No Amendments. The copy of the PPA attached hereto as Exhibit A and the copy of the Lease attached hereto as Exhibit B constitute true and complete copies of such Project Agreements. Except as set forth in this Amendment, the Project Agreements have not been amended, modified, or supplemented (whether by waiver, consent or otherwise), either orally or in writing.

b. No Other Agreements. The Project Agreements are in full force and effect and each Project Agreement constitutes the entire agreement between Seller and the City with respect to the subject matter thereof.

c. No Previous Assignments. The City has not transferred or assigned any of its right, title, or interest in the Project Agreements to any party.

d. No Default or Breach; No Disputes. Neither the City nor Seller is in default under the either Project Agreement and neither is in breach under either Project Agreement in any material respect. To the best of the City's knowledge, no facts or circumstances exist which, with the passage of time or the giving of notice or both, would entitle either Seller or the City to terminate either Project Agreement or suspend the performance of its obligations under either Project Agreement. There are no unresolved disputes between the City and Seller under either Project Agreement and all amounts due under each Project Agreement have been paid in full.

3. Amendments to the Lease. The Parties agree that on the Closing Date, the Lease will automatically be amended as follows:

a. A new Section 1(d) shall be added to the Lease, to read in its entirety as follows:

(d) Memorandum; Filings. Lessee may record one or more memoranda of lease, or other applicable documents, in the registry or title record of the county where the Project is located or other applicable government office. Lessor agrees to execute and deliver one or more memoranda of lease, or such other documents, in form and substance reasonably acceptable to Lessee. Lessee may make any applicable public filing or recording to protect its ownership interest in the Systems.

b. Section 7(b) of the Lease shall be deleted and replaced in its entirety to read as follows:

(b) The term of this Agreement shall commence on the Effective Date and terminate thirty (30) years after the Commercial Operation Date (as defined in the PPA), or 120 days following the expiration or termination of the PPA, whichever is earlier (the "Term").

c. Exhibit A to the Lease shall be amended by inserting at the beginning thereof the legal descriptions of the Property (as defined in the Lease) set forth in Exhibit C to this Amendment.

4. Amendments to the PPA. The Parties agree that on the Closing Date, the PPA will automatically be amended as follows:

a. Section 1.1 of the PPA shall be amended to add a new definition, to read in its entirety as follows:

"Lease Agreement" means that certain Site Lease dated January 30, 2014, by and between Provider and Purchaser, as amended.

b. Section 6.2 of the PPA shall be deleted and replaced in its entirety to read as follows:

"Sales Tax. Provider shall be responsible for paying any sales tax imposed by either or both the State of Arizona and Yuma County in connection with the sale of the Solar Services hereunder in accordance with the applicable law. If the sale of the Solar Services hereunder is or becomes subject to any other sales, transfer, or similar tax by any jurisdiction at any time, Purchaser shall be responsible for the payment of such tax in accordance with applicable law.

c. The Parties acknowledge that the phrase "in accordance with the Notice procedures in Section 14" has been struck from the end of Section 10.2(a)(iii) of the PPA, and the Parties agree that this phrase is of no force or effect.

d. Section 10.2(a) of the PPA shall be amended by adding to the end thereof a new clause (iv), to read in its entirety as follows:

(iv) A Default (as defined in the Lease Agreement) by Purchaser under the Lease Agreement.

e. Schedule 1 to the PPA shall be amended as follows:

i. The section titled "Site:" on Schedule 1 shall be deleted and replaced in its entirety to read as follows:

Premises: The property more particularly described in Exhibit A to the Lease Agreement and located at the following addresses:

1030 East Union St., San Luis, AZ 85349

1090 East Union St., San Luis, AZ 85349

1165 N. McCain Ave., San Luis, AZ 85349

1311 N 4th Ave Unit B San Luis AZ, 85349

101 West Sanchez Blvd., San Luis, AZ 85349

358 S. Avenue D, San Luis, AZ, 85349

ii. The section titled "Commercial Operation Deadline:" on Schedule 1 shall be deleted in its entirety.

iii. The section titled "Condition Deadline:" on Schedule 1 shall be deleted in its entirety.

f. Schedule 4 to the PPA shall be amended to delete in its entirety the table titled "(Estimated PPA Schedule)" and subtitled "Estimated Annual Cost of Electricity from System."

5. Financing Documents. The City agrees that within ten (10) days of a written request from Spear Point, from time to time, it will execute and deliver to Spear Point such consents, legal opinions, and other documents reasonably requested by Spear Point's financing partner, including without limitation documents in substantially the forms set forth in Exhibit D.

6. Further Assurances. The City and Spear Point mutually agree to cooperate with respect to any of the matters described herein, and to execute such further deeds, assignments, assumptions, notifications, or other documents as may be legally requested or reasonably necessary for the purpose of giving effect to, evidencing, or giving notice of the transactions evidenced by this Amendment.

7. Severability. If any provision of this Amendment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

8. Miscellaneous. (i) This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. (ii) This Amendment shall be governed by the laws of the state in which the Project is located, other than any provisions thereof that would result in the application of the law of any other jurisdiction. (iii) This Amendment may be executed in two or more counterparts, each of which as so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Any person may rely without further inquiry upon this instrument or any copy hereof as to the rights and interests assumed and assigned.

9. Amendments, Changes and Modifications. This Amendment may not be amended, changed or otherwise modified except by a written instrument executed by both of the Parties. This Amendment (including the attached Exhibits, which are incorporated by this reference) contain the complete agreement between the City and Spear Point with respect to the matters contained in this Amendment and supersede all other agreements with respect to the matters contained in this Agreement. The Parties acknowledge and agree that there have been no oral agreements with respect to the matters contained in this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

CITY OF SAN LUIS
By: Ralph Velez
Name: Ralph Velez
Title: CITY MGR

SAN LUIS SPEAR POINT SOLAR I, LLC,
a Delaware limited liability company

By: SPEAR POINT ENERGY, LLC
Its: Manager [Signature]
By: _____
Name: Sam Houston
Title: CEO

EXHIBIT A

Copy of the PPA

[Follows this page.]

EXHIBIT A

76008993.3 0021334-00002

EXHIBIT C

Amendment to Exhibit A to the Lease (legal descriptions)

EXHIBIT C

76008993.3 0021334-00002

EXHIBIT D

Financing Consent Documents:

- D-1: Consent and Agreement (Re: PPA)
- D-2: Acknowledgment and Agreement (Re: Site)
- D-3: Notice of Commercial Operation Date
- D-4: Legal Opinion

EXHIBIT D

76008993.3 0021334-00002

**CONSENT AND AGREEMENT
(RE: PPA and Site Lease)**

This Consent and Agreement (this "Consent and Agreement") is entered into as of December __, 2014 by **The City of San Luis, Arizona**, an Arizona municipality (the "Consenting Party") and **San Luis Spear Point Solar I, LLC**, a Delaware limited liability company (together with its permitted successors and assigns under the Assigned Agreements as defined below, the "Lessee"), for the benefit of **PNC Energy Capital LLC**, a Delaware limited liability company (together with its successors and assigns under the Master Lease Agreements as defined below, the "Lessor"), in connection with (a) that certain Master Purchase and Sale Agreement dated as of December __, 2014 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Master Purchase Agreement"), between the Lessor and the Lessee, pursuant to which the Lessee agreed to sell to Lessor certain photovoltaic solar energy equipment subject to the Assigned Agreements (defined below, and referred to therein as the System) (the "Systems"), and (b) that certain Master Lease Agreement dated as of December __, 2014 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Master Lease Agreement"), between the Lessor and the Lessee, pursuant to which the Lessor agreed to lease the Systems back to Lessee. Capitalized terms used but not defined herein shall have the meanings set forth for such terms in the Assigned Agreements (defined below).

RECITALS

WHEREAS, the Lessee is a party (by assignment on June 14, 2014 pursuant to that certain Purchase Agreement, dated as of June 13, 2014 between Lessee and Artemis Sun Institutional Solar, Inc., a Texas corporation ("Artemis")) with Consenting Party to (a) that certain Solar Power Purchase Agreement, dated as of January 30, 2014, as amended by that certain Amendment and Consent to Assignment, dated as of May 28, 2014 but effective as of June 13, 2014, and the amendments therein effective as of June 14, 2014 (as amended by that certain First Amendment to Amendment and Consent to Assignment, dated as of December __, 2014, the "Consent"), among Lessee and Consenting Party (as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "PPA"), and (b) that certain Site Lease, dated as of January 30, 2014, as amended by the Consent and that certain Second Amendment to Site Lease, dated as of December __, 2014 among Lessee and Consenting Party (as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Site Lease" and, together with the PPA, the "Assigned Agreements"), pursuant to which Lessee will operate the Systems and sell the electricity produced thereby to the Consenting Party;

WHEREAS, in connection with the sale leaseback of the Systems, Lessee has also assigned or will assign to Lessor all of its rights, title and interest in, to and under the Assigned Agreements and all proceeds collected thereunder as security for Lessee's obligations under the

Master Lease Agreement and the Master Purchase Agreement (all such assigned rights, the "Assigned Rights");

WHEREAS, pursuant to the Master Lease Agreement, Lessee has agreed to deposit all revenues it receives with respect to the Systems and under the Assigned Agreements into a lockbox account designated by the Lessor and as further described on Schedule I hereto (the "Lockbox Account"); and

WHEREAS, the Consenting Party is willing to (a) consent to (i) such assignment and the grant of a security interest by Lessee in favor of Lessor and (ii) Lessee's direction to Consenting Party to remit all payments due under the Assigned Agreements to the Lockbox Account, each as described above, and (b) agree to such other terms as described herein.

NOW, THEREFORE, in consideration of the premises and of other valuable consideration, the parties hereto agree as follows:

1. Assignment and Security Interest. As security for the due and punctual performance and payment of all of Lessee's obligations under the Master Lease Agreement and the Master Purchase Agreement, Lessee has assigned or will assign to Lessor as collateral security the Assigned Rights pursuant to the Assignment Agreement between Lessee and Lessor dated concurrently with the Master Lease Agreement (the "Assignment Agreement").

2. Consent.

(a) Consenting Party hereby consents to the collateral assignment specified in Section 1 hereof and to any further assignments to Lessor or Lessor's nominee or designee upon and after the Lessor's exercise of its rights and remedies under the Master Lease Agreement or Assignment Agreement; and

(b) Upon a Default by Lessee under the Master Lease Agreement or upon the end of the Lease Term (as such terms are defined in the Master Lease Agreement) without purchase of the Systems by Lessee, Consenting Party acknowledges that Lessor has the right to take possession of and succeed to (or cause its nominee or designee to take possession of and succeed to) all of Lessee's right, title and interest under the Assigned Agreements, including the right to continue to perform in place of the Lessee pursuant to the terms of the relevant Assigned Agreement, the right to require the counterparty to perform under such agreements, and the right to rely upon all representations, warranties, indemnities and agreements made by the Consenting Party under or pursuant to the Assigned Agreements.

3. Acknowledgement/Waiver. The Consenting Party hereby acknowledges that Lessor is the legal and beneficial owner of the Systems for all purposes and waives any requirement, express or implied, that Lessee own the Systems. Consenting Party and Lessee agree to identify Lessee as the operator of the Systems (and not the owner) or identify Lessor as the owner of the Systems in any promotional materials.

4. Default and Cure.

(a) If Lessee defaults under an Assigned Agreement, the Consenting Party shall, before terminating such Assigned Agreement or exercising any other remedy, give written notice to the Lessor specifying the default and the steps necessary to cure the same and Lessor shall have sixty (60) days after the later of (i) receipt of such notice and (ii) the date on which such default has become a default under the Master Lease Agreement or the Master Purchase Agreement (or such longer period of time as may be necessary under the circumstances, provided Lessor is diligently pursuing such cure) to cure such default or to cause it to be cured. If Lessor fails to cure or cause to be cured any such default within the applicable period set forth above, the Consenting Party shall have all of its rights and remedies with respect to such default as set forth in the relevant Assigned Agreement and at law or in equity.

(b) In the event that an Assigned Agreement is terminated by rejection, or otherwise, during a case in which Lessee is the debtor under Title 11, United States Code, or other similar federal or state statute, then the Consenting Party shall, at the option of Lessor, enter into a new agreement with Lessor or (at the direction of Lessor) its nominee or designee having terms substantially identical to such Assigned Agreement pursuant to which Lessor or its nominee or designee shall have all of the rights and obligations of Lessee under such Assigned Agreement.

(c) If Lessor notifies the Consenting Party in writing that Lessee has defaulted under the Master Lease Agreement or the Master Purchase Agreement and requests that the Consenting Party continue performance under the Assigned Agreements, the Consenting Party shall thereafter perform under the Assigned Agreements in accordance with their terms, so long as (i) any existing defaults by Lessee under the Assigned Agreements that are susceptible to cure are cured by Lessor or its nominee or designee within the time required under the relevant Assigned Agreement or permitted under this Consent and Agreement or as otherwise approved by Consenting Party and (ii) the obligations of Lessee thereunder shall continue to be performed by Lessee, Lessor or Lessor's nominee or designee.

5. Payments. The Consenting Party agrees that, until otherwise notified in writing by Lessor, the Consenting Party shall make all payments due to Lessee under the Assigned Agreements directly to the Lockbox Account or such other account as Lessor may from time to time hereafter specify in writing.

6. Delivery of Notices. The Consenting Party agrees that it will promptly notify Lessor of any breach by Lessee of any of the terms of the Assigned Agreements, and deliver to Lessor simultaneously with the delivery thereof to Lessee any notices, invoices and reports delivered pursuant to the Assigned Agreements.

7. Liability of Lessor. The Consenting Party acknowledges and agrees that Lessor has not assumed, and does not have any obligation or liability under or pursuant to, the Assigned Agreements, and that the exercise by Lessor of its rights and remedies under the Assignment Agreements shall not constitute an assumption of Lessee's obligations under the Assigned Agreements except to the extent any such obligations shall be expressly assumed by an instrument in writing executed by the Lessor or as otherwise provided herein; provided however, Consenting Party shall be entitled to exercise all of its rights under the Assigned Agreements if neither Lessee nor Lessor shall have cured any default by Lessee thereunder susceptible to cure by Lessor in accordance with Section 4(c) above.

8. Amendment or Termination of Assigned Agreements. The Consenting Party covenants and agrees with Lessor that it will not, without the prior written consent of Lessor, terminate any Assigned Agreement other than as expressly permitted therein (and subject to expiration of the cure periods specified in Section 3 hereof) and will not amend or modify any Assigned Agreement in any material respect without the prior written consent of the Lessor.

9. Consenting Party's Representations. Consenting Party hereby represents and warrants that (a) each of the representations and warranties of Consenting Party set forth in Section 8 of the PPA and Section 5 of the Site Lease is true and correct as of the date hereof, (b) the Assigned Agreements are in full force and effect, (c) no Assigned Agreement has been amended or otherwise modified since the date thereof except as provided herein, (d) there is no other agreement or understanding between Consenting Party and Lessee that would alter the Assigned Agreements, (e) Consenting Party is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises which could attach to the Systems as an interest adverse to Lessor's ownership interest therein, (f) to Consenting Party's knowledge, there exists no event or condition which constitutes a breach or default, or that would, with the giving of notice or lapse of time, constitute a default, under the Assigned Agreements; and (g) (i) there are no existing offsets or defenses in favor of Consenting Party against enforcement of any of the terms, covenants and conditions of the Assigned Agreements, and (ii) Lessee has observed and performed all of the terms, covenants and conditions on its part to be observed and performed under the Assigned Agreements.

10. Consenting Party's Agreements and Certifications.

(a) In connection with Section 3.3 of the PPA, Consenting Party agrees to maintain in full force and effect, at all times during the Term (of the PPA), an interconnection agreement with the Local Electric Utility providing for interconnection to the Local Electric Utility's system.

(b) Notwithstanding Section 6.2 of the PPA relating to responsibility for sales and transfer taxes, Consenting Party agrees to pay all sales and transfer taxes applicable to any transfer or sale of the Systems to the Consenting Party (or its assigns).

(c) The parties hereto agree that the term "System" in the Assigned Agreements shall refer to each of the systems set forth on Schedule II to this Consent and Agreement, and the term "Premises" in the Assigned Agreements shall refer to each of the sites set forth on such Schedule II.

(d) Each of the statements contained in Schedule III hereto are incorporated into this Consent and Agreement and made by Consenting Party for the benefit of PNC and such statements shall constitute covenants running with the land.

9. Notices.

(a) All communications between the parties hereto or notices provided herein to be given may be given to the addresses listed on Schedule IV hereto.

(b) Any notice required or given hereunder shall be deemed properly given when provided in writing (a) three (3) business days after mailed first class, overnight, or certified mail, return receipt requested, postage prepaid, addressed to the designated recipient at its address set forth at the heading hereof or such other address as such party may advise by notice given in accordance with this provision or (b) upon receipt by the party to whom addressed in writing by personal delivery, commercial courier service, fax or other means which provides a permanent record of the delivery of such notice; provided, however, that if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Any party shall have the right to change its address for notice hereunder to any other location within the United States by giving of ten (10) days' written notice to the other parties in the manner set forth herein above.

10. GOVERNING LAW. The laws of the State of Arizona shall govern the interpretation and enforcement of this Consent and Agreement. The parties agree that the jurisdiction and venue for any action commenced in connection with this Consent and Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such jurisdiction and venue. This agreement shall be subject to the provisions of A.R.S. §38-511.

11. Third Party Beneficiary; Successors and Assigns. Lessor shall be a third-party beneficiary of this Consent and Agreement and shall have the right to enforce all rights provided for its benefit hereunder against any party hereto. This Consent and Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Lessor may, at any time by written notice to each of the parties to this Consent and Agreement, assign its rights and delegate its obligations hereunder to any nominee or designee of Lessor including, without limitation, to any purchaser of all or any portion of rights under the Assigned Agreements in connection with a return of the Systems or default by Lessee under the Master Lease Agreement or the Master Purchase Agreement and a foreclosure by Lessor.

12. Waiver. No amendment or waiver of any provisions of this Consent and Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which given.

13. Counterparts. This Consent and Agreement may be executed in one or more counterparts and when signed by all the parties listed below shall constitute a single binding agreement. Delivery of an executed counterpart of a signature page of this Consent and Agreement by facsimile or portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Consent and Agreement.

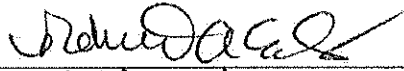
14. Arizona Immigration Laws. Lessee warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this clause shall be deemed a material breach of this Consent and Agreement and is subject to penalties up to and including termination of this Consent and Agreement.

15. Further Assurances. The Consenting Party will at any time and from time to time, upon the written request of Lessor, execute and deliver such further documents and do such other acts and things as Lessor may reasonably request in order to effectuate more fully the purposes of this Consent and Agreement.

16. Conflicts. In the event of a conflict between any provision of this Consent and Agreement and the provisions of the Assigned Agreements, the provisions of this Consent and Agreement shall prevail. Notwithstanding the foregoing, Consenting Party does not waive any of its rights under the Assigned Agreements except as expressly set forth herein.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Consent and Agreement as of the date first above written.

THE CITY OF SAN LUIS, ARIZONA

By: 
Name: *Robert Eads*
Title: *City Manager*

SAN LUIS SPEAR POINT SOLAR I, LLC,

by **SPEAR POINT ENERGY, LLC,**
its sole member

By: _____

Name:

Title:

Accepted:

PNC ENERGY CAPITAL LLC

By: _____

Name:

Title:

SCHEDULE I

Lockbox Account Information

Bank: PNC Bank, National Association
Account Name: San Luis Spear Point Solar I, LLC
Account #: 4105754464
ABA #: 041000124
Lockbox Address: San Luis Spear Point Solar I, LLC
PO Box 932814
Cleveland, OH 44193

SCHEDULE II

Descriptions of Systems and Premises

SCHEDULE III

Real Property Certifications

Property Owner. Consenting Party is the fee owner of the Premises, except for the portion of the Premises located on the BLM Land, in which Consenting Party has a leasehold interest that permits the Systems to be installed and operated on such portion of the Premises without any consent or approval from, or notice to, any other Person, other than BLM.

Title Owner. Consenting Party acknowledges that PNC is the title owner of the Systems.

Personalty. Consenting Party acknowledges and agrees that the Systems shall remain personal property of PNC regardless of the manner or mode of its attachment to the Premises and shall not become or be deemed to be a fixture.

Priority. Consenting Party agrees that any claim that PNC or PNC's assignees may have with respect to the Systems is superior to any lien, right, or claim of any nature that Consenting Party may have with respect to the Systems by law, agreement, or otherwise.

Waiver. Consenting Party expressly waives every right that it may have under law, or by virtue of any agreement, now in effect or hereafter executed, to levy on or distrain the Systems for rent (in arrears, in advance, or both) or to claim or assert a lien, interest in, or title to the Systems.

Additional Equipment. The statements contained herein will also apply with equal force to any part of the Systems that is already on the Premises as well as to any part of the Systems that may hereafter be delivered or installed upon the Premises that is or becomes subject to the Sale/Leaseback Transaction.

Rights of PNC. Consenting Party agrees that PNC or PNC's assignee or agents may enter on the Premises to repair, maintain, replace, or remove all or part of the Systems from the Premises in accordance with the terms of the Assigned Agreements. Consenting Party will allow PNC to exercise this right of entry at any reasonable time.

Effect of Filing Financing Statement. Consenting Party agrees that, as a precautionary measure, PNC may file a financing statement or fixture filing in the real property records, and further agrees that such filing shall never be construed as in any way impairing this declaration and the stated intention of the Consenting Party that the Systems (which are owned by PNC) is and, at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as personal property unencumbered by any other interest.

Non-Disturbance. Consenting Party agrees that: (a) PNC's rights and privileges as owner of the Systems shall not be diminished or interfered with by Consenting Party; and (b) such rights and privileges shall survive and not be disturbed, affected or impaired by any suit, action or proceeding upon any encumbrance or any obligation secured thereby, or by any foreclosure of, or forfeiture under, or termination of any encumbrance, or any enforcement of any rights under any encumbrance held by Consenting Party, or by any deed in lieu of foreclosure under any encumbrance held by Consenting Party upon the Premises.

SCHEDULE IV

Addresses for Notices

If to Lessor:

PNC Energy Capital LLC
995 Dalton Avenue
Cincinnati, OH 45203
Attn: General Counsel
Telephone: (513) 455-9603
Facsimile: (888) 890-7197

If to Lessee:

San Luis Spear Point Solar I, LLC

[]

[]

Attn: []

Telephone: []

Facsimile: []

If to the Consenting Party:

The City of San Luis
P.O. Box 1170
1090 E. Union St.
San Luis, Arizona, 85349
Attn: City Manager
Telephone: 928-341-8520
Facsimile: 928-341-8539

**Recording Requested by
and when recorded return to:**

San Luis Spear Point Solar I, LLC
465 North Mill Road
Aspen, Co 81611

MEMORANDUM OF SITE LEASE

This Memorandum of Site Lease is made to be effective as of December 18, 2014 by and between the City of San Luis, an Arizona municipality ("Lessor") and San Luis Spear Point Solar I, LLC, a Delaware limited liability company ("Lessee") for recording purposes. Lessor and Lessee hereby certify as follows:

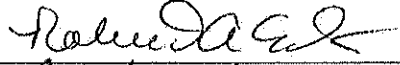
1. Lessor entered into a Site Lease dated January 30, 2014 with Artemis Sun Institutional Solar, Inc., a Texas corporation ("Artemis Sun"), as lessee, as amended by that certain Amendment and Consent to Assignment dated May 28, 2014 and effective as of June 13, 2014, which in turn was amended by that certain First Amendment to Amendment and Consent to Assignment, dated as of December 18, 2014, and as further amended by that certain Second Amendment to Site Lease dated as of December 18, 2014 (as amended, the "Site Lease") pertaining to the lease of certain property described therein (the "Premises") for use as a solar energy facility which would sell power to the Lessor pursuant to a Solar Power Purchase Agreement.
2. Artemis Sun assigned all of its right, title and interest as lessee under the Site Lease to Lessee on June 14, 2014 pursuant to a Purchase Agreement, dated June 13, 2014, between Artemis Sun and Lessee.
3. The real property that is subject to the Site Lease (the "Premises") is legally described on the attached Exhibit A and includes all building and improvements constructed thereon before and after the effective date of the Site Lease.
4. The commencement date of the Site lease is January 30, 2014 (the "Effective Date"). The last day of the term is 20 years after the Effective Date.
5. This Memorandum contains only selected provisions of the Site Lease, and reference is made to the full text of the Site Lease for the full terms and conditions. This Memorandum shall not, in any way, amend or supersede the terms and conditions of the Site Lease.
6. This Memorandum may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

7. Lessor rights to real property of the properties which constitute the Site lease are a combination of different legal rights to occupancy, including rights of occupancy emanating from agreements with the United States of America. The rights of occupancy pursuant to the Site lease are subject to any terms and conditions of occupancy imposed upon Lessor that may appear of record.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Site Lease as of the date first above written.

LESSOR:

THE CITY OF SAN LUIS, ARIZONA
an Arizona Municipality

By: 
Name: Robert Eads
Title: City Manager

LESSEE:

SAN LUIS SPEAR POINT SOLAR I, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

San Luis Spear Point Solar I, LLC
c/o Spear Point Energy, LLC
465 North Mill Street
Aspen, CO 81611

NOTICE OF COMMENCEMENT OF OPERATION DATE

Project: City of San Luis

Project Sites: 101 West Sanchez Blvd, San Luis, AZ 85349
358 S Avenue D, San Luis, AZ 85349
1030 East Union Street, San Luis, AZ 85349
1311 N 4th Ave, San Luis, AZ 85349
1090 East Union Street, San Luis, AZ 85349
1165 N McCain Ave, San Luis, AZ 85349

Notice Date: December 18, 2014

I, Sam Houston, do hereby certify that Commencement of Operation of the solar photovoltaic system located at the Project Site defined above (the "PV System") was established on the date of this Notice set forth above.

Commencement of Operation is defined as satisfaction of the following:

1. All necessary permits and licenses for operating the PV System on the premises of the host facilities have been obtained;
2. All critical tests necessary for proper operation of the PV System have been performed and such critical testing is complete;
3. Initial operation of the PV System in parallel with the host facility or facilities and the utility grid (including interconnection) has occurred and the system is now generating and operating in parallel with the utility grid;
4. Daily operation of the PV System and delivery of electricity to host has been initiated; and
5. The system is being metered with the intent to invoice the host for on-site power generation per the terms of the solar power and services agreement effective the date that Commercial Operation was initiated.


Executed by:
San Luis Spear Point Solar I, LLC
By: Spear Point Energy, LLC
its Sole Member

Name: Sam Houston
Title: CEO

ACCEPTANCE OF NOTICE OF COMMENCEMENT OF OPERATION DATE

ACCEPTED

CITY OF SAN LUIS, STATE OF ARIZONA

By: 
Title: city manager



City of San Luis

City Attorney

Execution Version

P.O. Box 1170 • 1090 E. Union Street • San Luis, AZ 85349-1170 • Ph (928) 341-8520 • Fax (928) 341-8539

GLENN J. GIMBUT, Esq.

December 30, 2014

PNC Energy Capital LLC
995 Dalton Avenue
Cincinnati, Ohio 45203

Re: Solar Power Purchase Agreement and Site Lease

Ladies and Gentlemen:

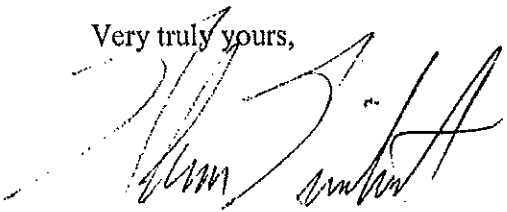
As counsel for the City of San Luis, an Arizona municipality ("*Purchaser*"), I have examined (a) the Solar Power Purchase Agreement, dated as of January 30, 2014, between Purchaser and San Luis Spear Point Solar I, LLC, a Delaware limited liability company (as successor-in-interest to Artemis Sun Institutional Solar, Inc., "*Seller*"), as amended by that certain Amendment and Consent to Assignment dated May 28, 2014 and effective as of June 13, 2014, which in turn was amended by that certain First Amendment to Amendment and Consent to Assignment, dated as of December __, 2014 (the Amendment and Consent to Assignment, as amended, the "*Amendment and Consent*" and the Solar Power Purchase Agreement, as amended, the "*PPA*"), (b) the Site Lease, dated as of January 30, 2014, between Purchaser and Seller, as amended by the Amendment and Consent and that certain Second Amendment to Site Lease, dated as of December __, 2014 (as amended, the "*Site Lease*"), (c) the Consent and Agreement re: PPA and Site Lease, dated as of the date hereof among Purchaser, Seller and PNC Energy Capital LLC (the "*Consent*"), and (d) the proceedings taken by the governing body of Purchaser to authorize on behalf of Purchaser the execution and delivery of the PPA, the Site Lease and the Consent.

Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Purchaser is duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the laws of the State of Arizona with full power and authority to enter into, and perform its obligations under, the PPA, the Site Lease and the Consent.

2. Each of the PPA, the Site Lease and the Consent has been duly authorized, executed and delivered by Purchaser. Assuming due authorization, execution and delivery thereof by Seller, each of the PPA, the Site Lease and the Consent constitute the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent limited by Arizona and federal law affecting creditor's remedies against local government in Arizona and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.
3. Purchaser has complied with any applicable property acquisition laws and public bidding requirements in connection with the PPA and the Site Lease and the transactions contemplated thereby.
4. To the best of my knowledge, except as noted on Exhibit A, there is no litigation or proceeding pending or threatened before any court, administrative agency or governmental body that challenges: the organization or existence of Purchaser; the authority of its officers; the proper authorization, approval and execution of the PPA, the Site Lease, the Consent or any documents relating thereto; the appropriation of monies to make payments under the PPA, the Site Lease or the Consent; or the ability of Purchaser otherwise to perform its obligations under the PPA, the Site Lease and the Consent and the transactions contemplated thereby.
5. The action adopted by Purchaser's governing body authorizing the execution and delivery of the PPA, the Site Lease and the Consent and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
6. Except as noted by exhibit A, the entering into and performance of the PPA, the Site Lease and the Consent do not and will not violate any judgment, order, law or regulation applicable to Purchaser or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Purchaser or on the System (as such term is defined in the PPA) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Purchaser is a party or by which it or its assets may be bound.
7. The correct legal name of Purchaser for purposes of the Uniform Commercial Code in effect in Arizona is the City of San Luis, State of Arizona.

Very truly yours,



Glenn J. Gimbut
City Attorney
City of San Luis

EXHIBIT A

Purchaser has received notice (the "*BLM Notice*") of investigation of potential trespass from the U.S. Department of the Interior, Bureau of Land Management (the "*BLM*") regarding the placement of solar equipment on the BLM Land (as defined in the Site Lease). Purchaser will be cooperating with the BLM in such investigation and any resolution required, however, there is no provision in the BLM Lease (as defined in the Site Lease) that would prohibit the transactions contemplated by the PPA and the Site Lease.