

onCore Renewable Property Group LLC

TERM SHEET FOR PROPOSED LAND LEASE AND EASEMENT AGREEMENT

Owner: Town of Halfmoon

Grantee: Oncore Renewable Property Group LLC, a Delaware Limited Liability Company together with its transferees, successors and its assigns.

Land: Approximately 25 acres located at 250 Lower Newtown Road in the Town of Halfmoon, Saratoga County, New York, Tax Map No. 279-3-19.111. A preliminary design is attached hereto as **Exhibit A**.

Project: Proposed Solar Energy Generation Facility to be developed by Grantee.

Lease: Grantee to exclusively lease the Land for the proposed Project from the Owner.

Development Term: Three (3) years from the date the Agreement is fully executed to allow Grantee time to evaluate the Land's suitability for the Project and to secure all governmental permits for development of the Project.

Construction Term: Up to one (1) year to allow Grantee time to complete the Construction of the Project. The Construction Term shall commence on the Option Term Expiration or any time prior thereto on which Grantee has provided such notice.

Operating Term: The Operating Term shall commence on the date that the Project commences commercial operation and shall continue for twenty-five (25) years.

Development Term Fee: The initial Development Term Fee shall be a fee of **Two Thousand Five Hundred dollars (\$2,500.00)** for the first six (6) months, which will be due upon execution of the Agreement, and the second Development Term Fee shall be a fee of **Two Thousand Five Hundred dollars (\$2,500.00)** for the second six (6) months, and the third Development Term Fee shall be a fee of **Seven Thousand Hundred dollars (\$7,000.00)** for the second year due on the 1st anniversary thereof, and the third Development Term Fee shall be a fee of **Ten Thousand dollars (\$10,000.00)** due on the 2nd anniversary thereof.

Construction Term Fee: Upon Grantee providing Owner notice of its intention to commence the Construction Term, Grantee shall pay Owner a one-time Construction Term Fee of **Twenty-Five Thousand dollars (\$25,000.00)** Flat Fee for the one (1) year term of the Construction Term. Construction Term Fee Payment shall be payable to Owner upon the commencement of the Construction Term.

Commercial Operation Term Fee: Upon Grantee informing Owner of its intention to commence the Commercial Operation Term, Grantee shall pay Owner a Commercial Operation Term Fee equal to the greater of **Twenty-Six Hundred dollars (\$2,600.00)** per Acre or **Fifty-Five Thousand dollars (\$55,000.00)** for the first year, and thereafter commencing the second year the Commercial Operation Term Fee shall increase at a rate of **Two Point Five percent (2.5%)** annually over the Commercial

Operation Term. Grantee's payments of the Commercial Operation Term Fee shall be made in **annual** payments commencing upon the anniversary date of the first year Commercial Operation Term Fee payment.

Assignment: Grantee shall have the absolute right, without the prior consent of Owner, to obtain financing for any portion of the Project. Grantee shall also have the absolute right, without the prior written consent of Owner, to sell, convey, lease, assign or transfer (including granting of co-easements, separate easements, and sub-easements) any of its rights to a third party, but with notification to Owner.

Subordination: In the event that the Owner has or will obtain a loan secured by the rights in the Land, such loan will be required to be subordinated to the Project lender's loan.

Real Estate Taxes: Owner shall pay all taxes, assessments, or other governmental charges, in connection with its ownership of the Land and any improvements exclusive of the Project. Grantee shall be responsible for any incremental increase in such taxes, assessments, or other governmental charges directly associated with the development and operation of the Project. Base year for all calculations during time of Lease is year prior to the year that construction commences.

Easements: Non-Obstruction - Grantee shall have the exclusive easement to capture, use and convert the unobstructed flux of solar energy available to the Land.
Non-Interference - Grantee shall have exclusive easement for all activities necessary to develop and operate the Project.
Access - Grantee shall have a non-exclusive easement for ingress to and egress from the Land and Project commencing with the Option Term.

Removal: Grantee will remove the Project within 12 months of the end of the lease term at Grantee's sole cost. Grantee shall provide to Owner a bond in an amount sufficient to perform such removal unless the municipality in which the Land is located or other government agency shall require a bond or other financial security to secure such removal, in which case satisfaction by Grantee of such requirement shall be deemed to satisfy Grantee's obligation to provide a bond to secure the Project's removal and no additional bond shall be required to be provided to Owner.

Confidentiality: The Parties shall keep the terms of this Term Sheet and the transaction contemplated herein secret and confidential, except that each Party may disclose this Term Sheet and the transaction contemplated herein to its affiliates, attorneys, consultants or other agents or professional advisors, or as required by law. In the event Owner receives a request for disclosure of this Term Sheet pursuant to the New York Freedom of Information Law (N.Y. Public Officers Law §87), prior to disclosure Owner shall afford Grantee the opportunity to claim a legal exemption from disclosure for all or part of the Term Sheet and Owner shall thereafter determine whether to exempt all or part of the Term Sheet from disclosure.

Upon mutual execution of this Term Sheet and New York State Standardized Interconnection Request Form Appendix "H" attached hereto as **Exhibit "B"** and continuing until the earlier of 120 days after such execution or the Parties' execution of a Land Lease and Easement Agreement (the "Diligence Period"), Owner agrees not to transfer any of its right, title or interest in the Property and the Parties agree to work diligently to negotiate and complete a Land Lease and Easement Agreement. In the event the parties do not execute said Agreement prior to the expiration of such Diligence Period, neither party shall have any further right or obligation to the other party in respect to the Property.

Other than the Diligence Period and Confidentiality provision above, which is binding upon the parties, this Term Sheet is not intended to be a binding agreement, but rather, points for discussion and negotiation between the parties. A fully binding agreement shall become effective only when and if a Land Lease and Easement Agreement is executed by both parties.

OWNER:
Town of Halfmoon, NY

GRANTEE:
Oncore Renewable Property Group LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: Member
Date: _____

Exhibit A
Preliminary Design



**This design plan is for informational purposes and the final design is subject to change*

EXHIBIT B

New York State Standardized Interconnection Request Form Appendix “H”

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