

Form of Consent

**CONSENT TO COLLATERAL ASSIGNMENT OF SOLAR PROJECT DOCUMENTS
AND EQUIPMENT SUBORDINATION**

This Consent to Collateral Assignment of Solar Project Documents and Equipment Subordination, dated as of _____, 202_ (this "Consent"), is made by _____ ("Host"), and _____ ("Company"), and is provided for the benefit of _____ ("Construction Lender") and _____ ("SLB Lessor"), in connection with those certain solar project documents including that certain consent to assignment to the Company ("Solar Project Documents") identified in **Schedule A** to this Consent, and relates to the solar photovoltaic systems ("Systems") located at the sites ("Sites") identified and described in **Schedule B** to this Consent.

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Solar Project Documents. The term "Financing Party," as used in this Consent, shall refer to Construction Lender prior to the Sale Leaseback Transaction (as such term is defined herein) for a specific System, and to SLB Lessor on or after the Sale Leaseback Transaction for the specific System.

1. Acknowledgment and Consent.

a. Host acknowledges that Company is entering into a construction financing agreement with Construction Lender to finance the building of one or more Systems ("Construction Financing") and will enter into one or more sale-leaseback transactions (each a "Sale Leaseback Transaction", collectively the "Sale Leaseback Transactions") with _____, whereby Company will sell its rights, interests and obligations in and to the Systems to _____, and in connection therewith _____ will lease the Systems to Company (collectively, the "Transactions").

b. Host acknowledges that, as a part of the Transactions, Company shall assign the Solar Project Documents to [____], or a sister entity thereto, not long after the date hereof, and may subsequently further assign the Solar Project Documents to another sister entity in connection with the Transactions (collectively the "Provider Assignees").

c. In order to secure its obligations under the Transactions, Company (i) is collaterally assigning and granting to Construction Lender a first-priority security interest in all of Company's right, title and interest in, to and under the Solar Project Documents including, without limitation, all of Company's rights to receive payments under or with respect to the Solar Project Documents, in connection with the Construction Financing, and (ii) in connection with the Sale Leaseback Transactions (A) will convey the Systems to SLB Lessor, (B) will collaterally assign and grant to SLB Lessor a first-priority security interest in all of Company's right, title and interest in, to and under the Solar Project Documents (to the extent the security interest of Construction Lender is released) including, without limitation, all of Company's rights to receive payments under or with respect to the Solar Project Documents, (C) is assigning and granting a non-exclusive license to the access rights set forth in the Solar Project Documents, and

(D) acknowledging and agreeing that the Financing Party shall not be bound by the terms of the Solar Project Documents unless and until Financing Party becomes a party to such Solar Project Documents.

d. To the extent consent is not already granted in the Solar Project Documents, Host consents to the transactions set forth in subparts (a) through (c) above.

2. Financing Party's Rights. Notwithstanding any contrary term in the Solar Project Documents:

a. Host agrees that Host will provide to Financing Party notice of any default by Company and other material notices under the Solar Project Documents and will permit Financing Party the same cure periods as are available to Company under the Solar Project Documents, provided that Financing Party shall have an additional ninety (90) days to cure any default Company did not cure within the cure period permitted, so long as Financing Party is diligently proceeding to cause a cure; and further provided that any period to cause a cure shall be tolled if Financing Party is prohibited from curing any default due to bankruptcy of Company or by any other process, stay or injunction issued by any court or governmental authority.

b. If, in connection with the exercise of any of its rights and remedies, Financing Party elects to exercise step-in rights under the Solar Project Documents, Financing Party shall use commercially reasonable efforts to ensure that the System remains under the care of a Qualified Operator. A "Qualified Operator" is a business organization which has the skillset and experience to operate and service the System in accordance with the terms of the Solar Project Documents.

c. If Financing Party transfers Company's interests in the Solar Project Documents to a third party (an "Assignee"), so long as the Assignee is also a Qualified Operator, (i) Host shall recognize the respective Assignee as the counterparty under the Solar Project Documents; (ii) Host shall continue to perform its obligations under the Solar Project Documents in favor of such Assignee; and (iii) Financing Party shall be released from any further liability thereunder (other than those obligations arising prior to the date of such assignment or those obligations that are not assumed).

3. Representations and Warranties of Host. Host hereby represents and warrants to Financing Party as follows:

a. Host is duly organized, validly existing and in good standing under the laws of the _____ and has all requisite power and authority to execute and deliver, and to perform its obligations under, the Solar Project Documents and this Consent;

b. the execution, delivery and performance by Host of this Consent have been duly authorized by all necessary action and, as of the date hereof, do not require any further consents or approvals that have not been obtained;

c. the execution, delivery and performance by Host of this Consent will not (i) violate any provision of any law, regulation, order, judgment, injunction or similar matters applicable to it; or (ii) conflict with, result in a breach of or violate any of the terms, conditions

or provisions of Host's formation, constituent or governing documents;

d. this Consent and the Solar Project Documents are legal, valid and binding obligations of Host enforceable against Host in accordance with their respective terms except as may be limited by bankruptcy, insolvency and other laws affecting creditors' rights in general;

e. as of the date hereof, Host has no knowledge of a Force Majeure event having occurred under the Solar Project Documents; and

f. as of the date hereof, Host has not taken any official action or entered into any approval to exercise any purchase option available to Host in connection with the Systems.

Representations and Warranties of Company. Company hereby represents and warrants to Financing Party and Host that the Company has the full power, authority and legal right to execute, deliver and perform its obligations under this Consent and the Solar Project Documents. This Consent has been duly executed and delivered by Company, and this Consent and the Solar Project Documents are legal, valid and binding obligations of Company enforceable against Company in accordance with their respective terms except as may be limited by bankruptcy, insolvency and other laws affecting creditors' rights in general.

4. Confirmation and Agreement. Host confirms the following matters for the benefit of Financing Party with respect to the Solar Project Documents and the Systems.

a. To Host's knowledge, neither Host nor Company has defaulted nor does there currently exist an event or condition that would, with the giving of notice or lapse of time, constitute a Host or Company default under the Solar Project Documents.

b. Host owns the Sites where the Systems have been or will be installed. Host acknowledges and agrees that the Site specifications in **Schedule B** are correct. [If Host is a Lessee and not a Site Owner: Host confirms that it has a leasehold interest in the Sites, pursuant to that [Site Control Document] with [Landlord] and such leasehold interest is sufficient for Host to fulfill its obligations under the Solar Project Documents. Host further confirms that it has entered into a non-disturbance agreement with [Landlord] wherein [Landlord] (i) disclaims all ownership in the Equipment, (ii) agrees that, provided Company is not in default, Company's right to undisturbed possession of the Site shall not be infringed for the term of the Solar Project Documents, and (iii) both Construction Lender and SLB Lessor are each a third-party beneficiary of such non-disturbance agreement].

c. The interest of Financing Party in the Systems shall at all times be superior to any interest Host may now or hereafter have in the System, and Host hereby subordinates any lien, encumbrance or interest heretofore or hereafter created that Host may have in the System, whether such lien, encumbrance or interest is statutory or by agreement, to the title, lien, encumbrance or interest of Financing Party, regardless of the timing or order of creation or any perfection, and whether or not any System (or any part thereof) is deemed a fixture on the Sites. Host agrees that the Systems are, and shall at all times remain, personal

property notwithstanding that it may be installed on or affixed to the Sites.

d. Without limitation of the foregoing, Host grants to Financing Party and its agents, employees and contractors a license to enter upon the Sites and remove the Systems for up to one hundred eighty (180) days after notice to Financing Party of the termination or expiration of the Solar Project Documents, with such one hundred eighty (180) day period being tolled for any period of time during which Financing Party is stayed from removing the Systems by a proceeding in bankruptcy with respect to Company.

e. Host agrees not to hinder such exercise of remedies under the Solar Project Documents or this Consent. If Financing Party elects to remove the System Financing Party shall perform such removal in accordance with the terms of the Solar Project Documents, provided that Financing Party shall have no obligations to remove substructures installed in order to support the System.

f. The Solar Project Documents are in full force and effect and have not been amended except as explicitly indicated in **Schedule A**, and there are no other agreements or representations of any kind between Host and Company other than the Solar Project Documents listed in **Schedule A**.

g. Host will use commercially reasonable efforts to place its direct successors, assigns and lien holders on notice of the ownership of the Systems by Financing Party, the existence of Financing Party's security interest in the Solar Project Documents, and the fact that the Systems are not part of the Sites or fixtures thereof, as necessary and appropriate to avoid confusion or adverse claims.

h. Host acknowledges that, under the Transaction, Company is not permitted to agree to an amendment or assignment of the Solar Project Documents without the prior written consent of Financing Party, which shall not be unreasonably withheld, conditioned, or delayed.

i. Host will use commercially reasonable efforts to deliver to Financing Party, concurrently with delivery to Company, duplicates or copies of all requests, demands or notices of, or with respect to, default, suspension or termination, or any claim or force majeure event or exercise of any purchase option, delivered by Host to Company under or pursuant to the Solar Project Documents. Notwithstanding the previous sentence, Host shall not be liable for failure to deliver notices under this Section 5(i).

j. There is no mortgage, financing statement, fixture filing, lien, or other encumbrance (a "Lien") attached to any of the Sites described in the Solar Project Documents. Notwithstanding the foregoing, if Company or Financing Party discovers a Lien on one or more of the Sites that could reasonably be construed as prospectively attaching to one or more Systems, Host will secure, or otherwise cooperate with Company and Financing Party to secure, any non-disturbance agreement, lien waiver, disclaimer, or other documentation ("Waiver Documentation") determined by Financing Party as necessary and appropriate to avoid confusion or adverse claims.

k. There is no easement, license, restrictive covenant, or other such real

estate interest (“Site Interest”), whether possessory or non-possessory, that will adversely affect Company’s ability to develop, construct, operate, maintain, and decommission any of Systems in accordance with the Solar Project Documents. Notwithstanding the foregoing, if Company or Financing Party discovers a Site Interest on one or more of the Sites that could reasonably be construed as prospectively adversely affecting Company’s ability to comply with the Solar Project Documents, Host will secure or otherwise cooperate with Company and Financing Party to secure any Waiver Documentation determined by Financing Party as necessary and appropriate to permit full compliance with the Solar Project Documents.

l. [Appropriation Language, if applicable] Host confirms that it intends to fulfill its obligations under the Solar Project Documents, including ensuring that sufficient monies are appropriated in accordance with applicable law.

m. Host and Company confirm as of the date hereof, no liquidated damages or other such payments are due and owing.

5. General.

a. Unless otherwise expressly specified or permitted by the terms hereof, all communications and notices provided for herein shall be in writing, and any such communication or notice shall become effective (i) upon personal delivery thereof, including, without limitation, by overnight mail or courier service; (ii) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof; or (iii) in the case of notice by email or facsimile, upon confirmation of receipt thereof in writing by the intended recipient, and provided such email or facsimile transmission is promptly further confirmed by any of the methods set forth in clauses (i) or (ii) above, in each case addressed to each party hereto at its address set forth below or, in the case of any such party hereto, at such other address as such party may from time to time designate by written notice to the other parties hereto:

If to Host:

If to Financing Party:
Construction Lender
Attn:

SLB Lessor

If to Company:

Clean Focus Yield LLC
127 Washington Avenue
West Bldg, Garden Level
North Haven, CT 06473

Attn: Stanley Chin and General Counsel

b. This Consent may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Consent by facsimile or e-mail (including "pdf" format) or other electronic means shall be effective as delivery of an original executed counterpart of this Consent.

c. In case any provision of this Consent, or the obligations of any of the parties hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or the obligations of the other parties hereto, shall not in any way be affected or impaired thereby, and the parties hereto shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions.

d. This Consent shall be binding upon and benefit the successors and assigns of Host, Company and their respective successors, transferees and assigns. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and signed by Host and Company and consented to by Financing Party.

e. Except as expressly modified by this Consent, all other terms and provisions of the Solar Project Documents are and remain in full force and effect. This Consent shall be governed by and construed in accordance with the laws of the State of New York.

f. Each Power Purchase Agreement listed in Exhibit A constitutes a service contract and not a lease of property pursuant to Section 7701(e)(1) of the Internal Revenue Code, in accordance with Section 7701(e)(3) of the Internal Revenue Code.

g. Host will from time to time, upon the written request of Financing Party, execute and deliver such further documents and do such other acts and things as Financing Party may reasonably request in order to effectuate more fully the purposes of this Consent.

h. To the extent not prohibited by applicable law, the parties hereto hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Consent.

i. This Consent is the entire agreement pertaining to the matters discussed herein and shall supersede all oral and written representations and negotiations and prior agreements, if any, related to the subject matter hereof.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto by their officers thereunto duly authorized have duly executed this Consent as of the date first set forth above.

[COMPANY]

By: _____
Name: _____
Title: _____

[HOST]

By: _____
Name: _____
Title: _____

Accepted: [Financing Party]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Schedule A

Power Purchase Agreements (“PPAs”)

Site Control Agreements

Schedule B
Sites and Specifications

To be provided