

State of Florida



RECEIVED FPSC
APR 11 PM 3:20
COMMISSION
CLERK

Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: April 11, 2008
TO: Ann Cole, Commission Clerk - PSC, Office of Commission Clerk
FROM: Jennifer S. Brubaker, Attorney Supervisor, Office of the General Counsel JSB
RE: Docket No. 070626-EI - Review of Florida Power & Light Company's Sunshine Energy Program.

Please place the attached documents in the above-referenced docket file. Thank you.

JSB/th

DOCUMENT NUMBER-DATE

02829 APR 11 8

FPSC-COMMISSION CLERK



June 6, 2007

Mr. Joe Kastner
MMA FLA LP:
44 Montgomery Street
Suite 2400
San Francisco ,CA 94104

Subject: Agreement for the Purchase of As-Available Energy

Dear. Mr. Kastner:

Enclosed please find two executed originals of the Agreement for the purchase of As-Available Energy from the Bee Ridge Solar Photovoltaic facility.

We appreciate your assistance in getting the agreement executed. If you have any questions , please contact me at (305) #552-3632.

Sincerely

A handwritten signature in cursive script that reads "Raul Montenegro".

Raul Montenegro
Purchase Power Business Manager

Enclosures

✓ cc: Delia Perez-Alonso
Bryan Anderson

**AGREEMENT FOR THE PURCHASE OF AS-AVAILABLE ENERGY FROM THE
BEE RIDGE SOLAR PHOTOVOLTAIC FACILITY**

THIS AGREEMENT is made and entered into the 6th day of June 2007 by and between MMA FLA, LP ("MMA") organized under the laws of the state of Delaware, and Florida Power & Light Company, ("FPL") a private utility corporation organized under the laws of the State of Florida. MMA and FPL shall collectively be referred to herein as the Parties.

WITNESSETH:

WHEREAS, MMA desires to sell, and FPL desires to purchase electric energy to be generated by MMA at its Bee Ridge Solar Photovoltaic Facility consistent with Florida Public Service Commission ("FPSC") Rules 25-17.082 through 25.17.091, F.A.C. as may be amended from time to time and,

WHEREAS, the Parties intend this agreement to be governed by the provisions of FPL's published rate Schedule COG-1 as approved by the FPSC now in effect or as it may be amended from time to time and,

NOW THEREFORE, for mutual consideration the Parties agree as follows:

1. Facility

MMA Bee Ridge Solar Photovoltaic Project Generating Plant, hereinafter referred to as "Facility", is located at Sarasota, Florida, within FPL's service territory. MMA expects that the Facility will be operational on or about July 12, 2007. MMA represents and warrants that by the date on which the Facility becomes operational it will have obtained the status of a Qualifying Facility pursuant to the rules and regulations of the Federal Energy Regulatory Commission for the Facility. MMA agrees that it shall maintain its status as a Qualifying Facility throughout the term of this Agreement.

2. Purchase of As-Available Energy

MMA shall sell and FPL shall purchase all of the electric output of the Facility pursuant to FPL's Rate Schedule COG-1 now in effect or as it may be amended from time to time. Purchases by FPL shall be at a voltage level, consistent with the interconnection agreement entered into between MMA and FPL. FPL's West operating area shall be the designated pricing area.

3. Ownership of Environmental Attributes

MMA retains any and all rights to own and to sell any and all environmental attributes associated with the energy sold and delivered to FPL under this agreement, including but not limited to, any and all renewable energy certificates, "green tags" or other tradable environmental interests (collectively "RECs"), of any description.

4. Term

The term of this Agreement shall be for eight (8) years, beginning on the date that the Facility first delivers energy to FPL pursuant to this Agreement.

5. Notification

All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the parties designated below. The Parties designate the following to be notified or to whom payment shall be sent until such time as either Party furnishes the other Party written instructions to contact another individual.

For MMA FLA LP:

MMA FLA LP

44 Montgomery Street
Suite 2400
San Francisco, CA 94104

Attention: Joe Kastner

For FPL:

Florida Power & Light

P.O. Box 029100
Miami, FL 33102
or
9250 West Flagler Street
Miami, Fl. 33174

Attention: Manager of Purchased Power
Resource Assessment and Planning
Department
RAP/GO

6. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7. Severability

If any part of this Agreement, for any reason, be declared invalid, or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Agreement, which remainder shall remain in force and effect as if this Agreement had been executed without the invalid or unenforceable portion.

8. Complete Agreement and Amendments

All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Agreement are hereby abrogated. No amendment of modification to this Agreement shall be binding unless it shall be set forth in writing and duly executed by both Parties to this Agreement.

9. Incorporation of Rate Schedule

The Parties agree that this Agreement shall be subject to all of the provisions contained in FPL's Published Rate Schedule COG-1 approved and on file with the FPSC and as it may be amended from time to time, and applicable rules of the FPSC as they may be amended by the FPSC from time to time. The Rate Schedule is incorporated herein by reference.

IN WITNESS WHEREOF, MMA and FPL caused this Agreement to be executed by their duly authorized representatives.

WITNESS:



FLORIDA POWER & LIGHT COMPANY

By: 

Name: RENÉ SILVA

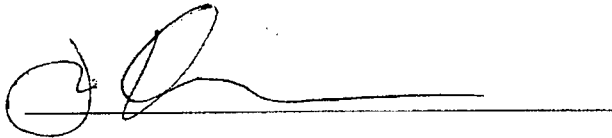
Title: DIRECTOR, RESOURCE PLANNING

MMA FLA, LP

By: MMA Solar Fund III GP, Inc. its

General Partner

WITNESS:



By: 

Name: Matthew Cheney

Title: CEO

SOLAR ENERGY SITE LEASE

CONTRACT NO. 2006-251
BCC APPROVED 4/11/2014

This SOLAR ENERGY SITE LEASE, hereinafter referred to as "Agreement" is made and entered into on the day and year set forth below, by and between PVONE LLC, a New Jersey Limited Liability Corporation, licensed to do business in the State of Florida, hereinafter referred to as "PVONE", and SARASOTA COUNTY GOVERNMENT, a political subdivision of the State of Florida, hereinafter referred to as "County." This Agreement shall become effective upon its execution by the final party to the Agreement signing and dating same (the "Effective Date")

WITNESSETH:

WHEREAS, Florida Power and Light Company (FPL) has developed a Sunshine Energy Program to use photovoltaic panels to generate clean electricity and the success of the program is dependent upon property owners providing a host site for the photovoltaic panels at a minimal cost;

WHEREAS, the County is committed to participating and promoting programs that implement environmental strategies that protect the quality of the environment in our community and has suitable lands available for clean energy programs;

WHEREAS, PVONE is willing to install, construct, operate and maintain a photovoltaic energy system on a host site, at no cost to the County, provided PVONE retains the ownership rights to the photovoltaic energy system and the electricity it produces and the related Renewable Energy Certificates ("Green Tags") associated with the photovoltaic system's production of renewable energy, as and for a means to enhance the economic viability of the project.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations and the covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. When used in this Agreement, the following terms shall have the meanings set forth in this Paragraph:

"Agreement Expiration Date" means the date which is the Eighth (8th) annual anniversary of the Commencement Date, unless otherwise extended by terms of this Agreement.

"Commencement Date" means the date that the PVONE Facilities first became operational and generate electricity for FPL's consumption, which shall be deemed to be 12 months from the Effective Date or upon the County receiving written certification from PVONE that the PVONE Facilities have achieved operational status, whichever occurs first.

"FPSC" means the Florida Public Service Commission or any successor state agency.

"Green Tags" (also called Tradable Renewable Energy Credits) means the Non-Power Attributes associated with the power generated from eligible renewable energy. One Green Tag represents the Non-Power Attributes made available by the generation of one megawatt-hour (MWh) from one or more eligible renewable energy facilities. Non-Power Attributes means the fuel, emissions, or other environmental characteristics of a Specified Resource deemed of value by a Green Tag Purchaser. Non-Power Attributes include any avoided emissions of pollutants to the air, soil or water (such as carbon dioxide (CO₂), sulfur dioxides (SO₂), nitrogen dioxides (NO_x), mercury, nuclear energy and particulate matter) and the Green Tag Reporting Rights to these avoided emissions. Non-Power Attributes are expressed in MWh, and are not a calculation of the quantity or value of avoided emissions from such attributes.

"Net Metering" means service to an electric consumer under which electric energy generated by that electric consumer from an eligible on-site generating facility and delivered to the local distribution facilities may be used to offset electric energy provided by the electric utility to the electric consumer during the applicable billing period.

DOCUMENT NUMBER-DATE

02829 APR 11 8

FPSC-COMMISSION CLERK

"Premises" means the real property described in Exhibit "A," attached and made a part hereof, which shall be leased by County to PVONE under the terms of this Agreement for the installation, construction, operation and maintenance of the PVONE Facilities.

"Property" means the real property described in Exhibit "B," attached and made a part hereof, which consists of Landfill site less "Premises."

"PVONE Facilities" means a photovoltaic, or solar, energy generating system that can produce electricity, including without limitation supporting equipment and structures that will be installed, constructed, operated and maintained on the Premises. The construction plans for PVONE Facilities are described in Exhibit "D," attached and made a part hereof. PVONE Facilities for the purposes of this Agreement shall be considered distributed renewable energy generation systems, which shall interconnect with Florida Power & Light Company through its interconnection standards.

2. **Quiet Enjoyment.** PVONE shall have the use of the Premises for the purposes of installing, constructing, operating and maintaining PVONE Facilities and the right, on a non-exclusive basis, to use all access and utility easements, if any, benefiting the Premises which are reasonably required for PVONE to enjoy its use of the Premises. County covenants and agrees with PVONE that upon PVONE observing and performing all the terms, covenants, and conditions on PVONE's part to be observed and performed, PVONE may peacefully and quietly enjoy the Premises.

3. **Use of Premises.** The Premises may be used by PVONE for the installation, construction, operation, maintenance, replacement, and removal of PVONE Facilities. County agrees to cooperate with PVONE, at PVONE's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for PVONE to install, construct, operate and maintain PVONE Facilities described in Exhibit D on the Premises. County further agrees that PVONE's obtaining of all necessary use requirements is a condition precedent to any of PVONE's obligations under this Agreement. PVONE hereby represents and warrants that PVONE will comply with all statutes, rules, orders, ordinances and regulations of the state or municipal governments and any and all of their departments and bureaus with jurisdiction over PVONE Facilities. Nothing in this Agreement shall be deemed to impose any contractual obligation upon the County to grant any permits or approve any construction plans required by PVONE. PVONE shall submit construction plans of PVONE Facilities and shall start application for all necessary permits within thirty (30) days of the Effective Date. PVONE Facilities shall be constructed and operational in accordance to this Agreement within one (1) year of the Effective Date. If PVONE fails to meet or comply with these deadlines, the County has the right to terminate this Agreement. PVONE acknowledges the Premises, comprised of one acre more or less, and the surrounding Property, comprised of 350 acres more or less, contains a former sanitary landfill. PVONE further acknowledges there are and may, from time to time, be conditions and restrictions regarding the use of the Premises and Property. To the best of the County's knowledge, there are no existing conditions or use restrictions that prevent the installation and operation of the PVONE Facilities, except as set forth elsewhere in the Agreement. The County at its discretion may in writing agree to an extension or enlargement of the size of the Premises as described in Exhibit A to accommodate the installation of additional photovoltaic energy systems. PVONE shall provide the County with written certification of the PVONE Facilities achieving operational status.

4. **Tests and Construction.**

(a) PVONE, or its agent, shall have the right at any time following the Effective Date of this Agreement, with prior notice to and permission from County, to enter upon the Property for the purposes of making appropriate engineering and boundary surveys, inspections, other reasonably necessary tests, and constructing the PVONE Facilities as described in Paragraph 6(a) of the Agreement. No subsurface testing or boring of any kind shall be conducted on the Premises. Upon PVONE's request, County agrees to provide promptly to PVONE copies of all plans, specifications, surveys, and maps for the Premises, to the extent these are in County's possession and to the extent that they apply to PVONE's use of the Premises. PVONE shall submit copies of the site plan and specifications for its use of the Premises to the County's Administrative Agent for prior approval, which approval will not be unreasonably withheld and is a condition precedent to any of PVONE's obligations under this Agreement. County shall give such approval or provide PVONE with its requests for changes within five (5) business days of County's receipt of PVONE's plans.

(b) PVONE shall indemnify and hold County harmless from any and all losses, costs, damages, claims, fines, costs or civil penalties levied by regulatory agencies, caused by PVONE's tests, installation, construction, maintenance, operation, replacement and removal of the PVONE Facilities. PVONE shall promptly repair any damage caused by its tests and construction, at PVONE's sole expense.

Term and Renewal Options. The term of this Agreement shall begin on the Effective Date and shall expire on the Agreement Expiration Date unless extended by written, mutual agreement of the County and PVONE, or otherwise extended under Section (6e) or Section (7c) of this Agreement.

One year prior to the Agreement Expiration Date, both parties may enter into earnest discussion to extend this Agreement, exploring options beneficial to both parties. The parties in writing must mutually agree upon any extensions or renewals of this Agreement. If Net Metering with the County is available at the end of the initial term of this Agreement, PVONE agrees that at the minimum any such extension will provide that PVONE shall sell the electric output of the system to the County at a discount to the prevailing utility electric tariff and the County shall agree to take such output at a discounted rate. Such discount will provide the County with guaranteed savings on its electric costs. For illustrative purposes only, other options the Parties may consider, but are in no way bound or limited to are:

- (a) Increase the size of the Premises and/or the size and number of array panels.
- (b) Reduce from the electricity provided to FPL's grid, allowing the PVONE Facilities to provide all electric power needs to a yet to be constructed "Visitors Center" on the Property, at no cost or a reduced cost to the County. This option is dependent upon whether Net Metering is available and if Renewable Energy Certificates or Green Tags have value at the time of an Extension or Renewal of this Agreement.
- (c) Negotiate electric power costs to County, allowing County to provide all or part of its electric needs to surrounding buildings owned by County. This option is dependent upon whether Net Metering is available and if Renewable Energy Certificates or Green Tags have value at the time of any Extension or Renewal of this Agreement.
- (d) Purchase and transfer of the PVONE Facilities to the County at a mutually agreed upon price.

6. Facilities; Utilities; Access.

(a) PVONE and its agents have the right to install, construct, operate and maintain PVONE Facilities on the Premises. In connection therewith, PVONE has the right to do all work necessary to prepare, maintain and alter the premises for PVONE's business operations and to install PVONE Facilities. PVONE and its employees, agents, contractors, subcontractors, and invitees shall also have the right to perform such other services that are incidental to PVONE's role as the leaseholder of the Premises. PVONE shall not commence any construction or modification of the Premises without County's prior written approval, which shall not be unreasonably withheld. All of PVONE's construction and installation work shall be performed at PVONE's sole cost and expense and in a good and workman like manner. PVONE shall remove from the Premises and properly dispose of any refuse, debris or materials remaining from any installation or maintenance activity. PVONE shall hold title to PVONE Facilities. All PVONE Facilities shall remain PVONE's personal property. Except as provided in Section 11 below, PVONE shall remove all PVONE Facilities at its sole expense upon the expiration or earlier termination of this Agreement. PVONE agrees to repair any damage to the Premises caused by such removal. PVONE shall have ninety (90) days to remove PVONE Facilities from the Premises either at the end of the term of this Agreement or otherwise as requested by County. PVONE shall perform its work in a manner so as not to interfere with the use of the County's adjacent Property and the activities conducted on the adjacent Property, and other occupants. For all cases of removal, PVONE shall be the sole party responsible for the removal of PVONE Facilities. In the event PVONE does not remove PVONE Facilities within ninety (90) days, County shall have the right to remove and store or dispose of PVONE Facilities, at PVONE's sole cost and expense. If after a total of one-hundred eighty days (180) PVONE has failed to remove PVONE Facilities in whole or in part, PVONE Facilities will be deemed abandoned and thereafter shall become the sole property of County.

(b) PVONE shall be responsible for the installation of any electric meters required for the PVONE Facilities. PVONE shall be responsible for making all arrangements for the installation and interconnection of such meter(s). All utility installations related to PVONE Facilities shall be at PVONE's sole cost and expense. County agrees to sign all such documents or temporary non-exclusive-easements as may be reasonably required by the FPSC representatives to provide such service to the Premises, including the grant to PVONE or to the servicing utility company or FPSC representative entity at no cost to PVONE, of a non-exclusive easement in, over across or through the Property, as required by such servicing utility company or the FPSC representative entity, to provide utility or metering services required for PVONE Facilities.

(c) PVONE, PVONE's employees, agents, contractors, subcontractors, lenders and invitees shall have access to the Premises during the normal business hours and during non-business hours for emergency repairs to PVONE Facilities with notice to County. County grants to PVONE, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for ingress and egress across that portion of the Property described in Exhibit "C," attached and made a part hereof, provided that no activity conducted by PVONE shall unreasonably interfere with County's operations.

(d) County shall maintain all access roadways from the nearest public roadway to the Property in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. County shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by PVONE's use of such roadways. In addition, County shall prohibit its own employees or its agents to have any access or contact with PVONE Facilities without PVONE's permission unless required by exigent circumstances or exigent solid waste landfill permit requirements. PVONE is responsible for providing necessary fencing for security of PVONE Facilities and landscaping and buffering of PVONE Facilities as required by permitting agencies. In the event County fails to comply with this paragraph, PVONE may terminate this Agreement, and/or pursue any other remedies available under this Agreement.

(e) If as result of the negligence or willful misconduct of the County, its agents, or its lessees and their agents, except for PVONE and its agents, the PVONE Facilities are damaged, County will pay PVONE the costs of repairing the PVONE Facilities and the Term of this Agreement shall automatically be extended for the period of time that the energy generated by PVONE Facilities is reduced or curtailed due to such damages resulting from such negligence or willful misconduct of the County, its agents or its Lessee's and their agents. In the event County fails to comply with this paragraph, PVONE may terminate this Agreement, and/or pursue any other remedies available under this Agreement.

7. Interference.

(a) PVONE shall operate PVONE Facilities in a manner that will not cause interference to County activities on the Property. All operations by PVONE shall be in compliance with the FPSC requirements. Any such Interference shall be deemed a material breach of this Agreement by PVONE.

(b) Subsequent to the installation of PVONE Facilities, County shall not take, nor permit its lessees (other than PVONE) or its licensees to take, any action on the Property that causes Interference with PVONE's operation of PVONE Facilities. "Interference with PVONE Facilities" shall mean any act that creates permanent obstruction of sunlight from PVONE Facilities which results in a reduction of the amount of electricity generated by PVONE Facilities. By way of illustration such acts include the development of new buildings and the extension, modification of, or installation or erection of new equipment or objects (whether natural or man-made) on the Property or on any contiguous County-owned property. Interference shall not include any act of County undertaken in order to comply with applicable laws, ordinances, regulations or permit conditions established by any government entity other than the County.

(c) In the event County actions cause Interference with PVONE Facilities as defined in subsection 7(b) above, it shall be deemed a material breach of this Agreement by County. In the event of such Interference, County shall at its sole expense promptly take all necessary steps to eliminate the Interference and the term of this Agreement shall be automatically extended for a period equivalent to that period during which the Interference took place. In the event this Interference lasts for a more than thirty (30) days, PVONE, in addition to the automatic extension of term as aforesaid, may require that County relocate the PVONE Facilities at County's sole expense to a mutually agreeable site within County's control.

(d) In the event of Interference caused by forces, whether natural or man-made, beyond the reasonable control of the County, PVONE's sole remedy shall be an extension of the Agreement for a period of time equivalent to that during which the Interference took place. Notwithstanding the preceding, in the event the Interference lasts for more than 30 days, PVONE's sole remedy shall consist of relocation of PVONE Facilities, at PVONE's sole expense, to a mutually agreeable site within County's control and an extension of the Agreement term for a period of time equivalent to that of the Interference.

8. **Ownership of PVONE Facilities.** County acknowledges that PVONE may have entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the PVONE Facilities with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, County (i) consents to the installation of the PVONE Facilities; (ii) disclaims any interest in PVONE Facilities, as fixtures or otherwise; and (iii) agrees that PVONE Facilities shall be exempt from execution, foreclosure, sale, levy, attachment, or distress by this Agreement, and that such PVONE Facilities may be removed at any time without recourse to legal proceedings. PVONE agrees that in no case, nor for any reason shall any lien, encumbrance, pledge, levy or attachment shall be attached to or in any way otherwise affect the Premises or Property owned by County.

9. **Events of Default.** The following events shall constitute a Default of this Agreement: (i) a breach of any covenant or term hereof by County or PVONE; (ii) interference, damage or obstruction in any way of the PVONE Facilities caused by the County or its agents; (iii) County failure to consent to any modification of the existing electrical circuits at the Premises; (iv) an event of bankruptcy of PVONE; or (v) if as a result of the negligence or willful misconduct of the County, its agents, or its lessees and their agents, except for PVONE and its agents, the PVONE Facilities are destroyed. If an event of Default is not cured within thirty (30) days of receipt of written notice of default, PVONE or County may at its discretion terminate this Agreement.

10. **Termination By PVONE.** This Agreement may be terminated by PVONE without further liability on thirty (30) days prior written notice as follows: (i) by PVONE if any license, permit or other approval necessary for the construction and operation of the PVONE Facilities cannot be obtained or maintained, or is withheld, revoked, or withdrawn; (ii) by PVONE without liability to County if PVONE determines that the Premises are not appropriate for its operations for technological reasons; or (iii) if PVONE is unable to occupy and utilize the Premises due to an action of the FPSC or an action by any other governmental body exercising jurisdiction over, or related to PVONE Facilities on County Property or Premises, or (iv) if PVONE is unable to obtain financing for the project. In the event of such termination PVONE shall have the right to remove PVONE Facilities and all associated equipment and/or property at PVONE's expense and the removal period shall be same as Section 8(a).

11. **Termination By County.** This Agreement may be terminated by County without further liability on thirty (30) days prior written notice, for reasons including but not necessarily limited to: (i) PVONE's failure to install and operate a photovoltaic generating system at the host site for FP&L's Sunshine Energy; (ii) County's determination, in County's sole discretion, that the affected land is best used for another public purpose; or (iii) governmental, regulatory or other requirements of law demand or require work be done to the affected land once and formerly used as a public landfill. If the County terminates this Agreement under Subsection (ii), the County shall make available a suitable substitute host site from then currently owned County property which is of similar nature to the existing host site in terms of solar radiation levels and other site characteristics and the County shall be responsible for all reasonable costs and expenses associated with the relocation of the system, including any interconnection or utility related fees. If the County terminates this Agreement under Subsection (iii), the County shall make available a suitable substitute host site from the currently owned County property which is of similar nature to the existing host site in terms of solar radiation levels and other site characteristics.

12. **Insurance.** PVONE, at PVONE's sole cost and expense, shall procure and maintain for the life of this Agreement, insurance amounts as defined in Exhibit "E" included herein. Such insurance shall insure, on an occurrence basis, against liability of County, its employees and agents arising out of or in connection with County's use, occupancy and maintenance of the Property. County shall be named as an additional insured on PVONE's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this Paragraph within thirty (30) days of the Effective Date. Because the County is or may be self-insured for such risks, this Agreement shall constitute an extension of coverage to PVONE as though the County were insured to such extent. PVONE shall comply with all insurance related requirements as defined by County, including but not limited to indemnification.

13. **Waiver of Subrogation.** County and PVONE release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises County's other assets that are on the Property or to the PVONE Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. County and PVONE shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither County nor PVONE shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Section 12. Because the County is or may be self-insured for such risks, this Agreement shall constitute a waiver of subrogation rights to the extent provided as though the County were insured to such extent.

14. **Assignment and Subletting.** PVONE may assign, or otherwise transfer all or any part of its interest in this Agreement upon ten (10) days written notice to County provided that the Assignee has agreed to assume all rights, duties, responsibilities and obligations of PVONE and such Assignee is licensed to do business in the State of Florida. Such assignment or transfer shall be subject to County's written approval which shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, PVONE may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom PVONE (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15. **Maintenance of the Premises.** PVONE shall maintain and repair the Premises including but not limited to PVONE Facilities, fencing, grass mowing, other landscaping and access to the Premises as described in Exhibit "C," at its sole cost.

16. **Miscellaneous.**

(a) This Agreement, including the exhibits attached hereto and made part hereof, constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

County:	Gary Patton	PVONE:	Mr. Vaughn Kaizer
	Sarasota County Government		560 N. St. Asaph St.
	1001 Sarasota Center Blvd.		Alexandria, VA. 22314
	Sarasota, Florida. 34240		

With a copy	Office Of The County	With a copy	Mr. Townsend Lathrop
to:	Attorney	to:	680 Longhill Road West
	1660 Ringling Boulevard		Briarcliff Manor, NY 10510
	Sarasota, Florida 34236		

County or PVONE may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

- (d) PVONE represents and warrants to County that PVONE is licensed to conduct business in the State of Florida.
- (e) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.
- (f) All Riders and Exhibits annexed hereto form material parts of this Agreement.
- (g) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.
- (h) Nothing herein contained shall be deemed to constitute any party a partner, agent or legal representative of the other party, or to create a joint venture, agency or any relationship between the parties.
- (i) Each Party shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys' and consultants' fees and expenses.

17. **Status of PVONE Facilities.** PVONE Facilities 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. PVONE Facilities shall provide 100% of all electricity generated from PVONE Facilities to the Florida Power and Light Company grid for the term of this Agreement

18. **Survival.** The representations and warranties of this Agreement and any subsequent Amendment(s) to this Agreement shall survive the Agreement Expiration Date.

19. **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, or for the benefit of any third party not a party hereto.

20. **Partial Invalidity.** If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of the Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

21. **Choice Of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction for Sarasota County, Florida.

22. **Administrative Agents.** PVONE and County shall identify administrative agents which are authorized to communicate with each other on behalf of their respective parties and implement the terms, provisions and conditions of this Agreement, including the execution and delivery of permit applications, management of the escrowed funds, and other matters of joint cooperation as may be required from time to time. Provided however, any amendment or modification of this Agreement shall require approval, execution and delivery of the parties hereto, and not the Administrative Agents. Either party may change the identity of its Administrative Agent by not less than three (3) days written notice to the other. The initial Administrative Agents shall be (i) Gary Patton, 1001 Sarasota Center Boulevard, Sarasota, Florida, 34240, for county and (ii) ~~Mr. Vaughn Kaizer, 560 N. St. Asaph St., Alexandria, VA 22314, for PVONE.~~

23. **Additional Obligations of PVONE.**

(a) PVONE shall provide fencing around PVONE Facilities as approved by County. Said fencing shall be erected in, around and on the Premises prior to PVONE Facilities becoming fully operational. Such fencing shall be mutually agreed upon by the parties.

(b) PVONE acknowledges that fill dirt may have to be provided by PVONE to level ground surfaces for proper installation of PVONE Facilities. Said fill dirt shall be of a type and grade sufficient to provide a sustainable growing environment for plant materials selected for planting on the Premises.

(c) PVONE acknowledges that for installation purposes, temporary ingress and egress, as selected by County, may require a temporary culvert or other code required device to be installed. Installation and, if subsequently required, removal of the culvert or other device shall be at the sole expense of PVONE.

24. **Necessary Authority.** The undersigned represent that the respective Parties have the full legal authority to enter into this Solar Energy Site Lease and to carry out the obligations set forth herein.

25. **Hazardous Materials.** To the best of County's knowledge, there are no hazardous materials present on the Premises that would prevent or impair the use of the Premises by PVONE as contemplated herein.

26. **Indemnification.** PVONE agrees to indemnify and hold harmless County from all liability, costs and claims for damages, actions or incidents including legal and defense costs that occur as a result of the use of the Premises by PVONE including PVONE's guests and invitees. Nothing herein shall be construed to hold the County liable for the negligent actions of PVONE. Nothing contained in this Agreement shall be construed as a waiver of County's Sovereign Immunity under Section 768.28, Florida Statutes, nor consent to be sued by third parties.

27. **PVONE Representation.** PVONE warrants and represents to the County that no hazardous substances or materials will be placed, stored, buried or constructed on the Premises during the term of this Agreement. This representation is given as an incentive for the County to enter into this Agreement.

28. **Grant of Access and Utility Easement.** The Board of County Commissioners approval and execution of this Agreement does hereby grant unto PVONE and Florida Power and Light Company an Access and Utility Easement for the purpose of installing, constructing and maintaining power lines as required to transfer the power generated by the PVONE Facilities to Florida Power and Light Company, together with ingress and egress in, over and upon the property described in Exhibit "C." This grant of easement shall become null and void with the termination of this Agreement.

IN WITNESS WHEREOF, PVONE LLC, a New Jersey Limited Liability Corporation, has executed this Agreement this 29th day of September, 2005.

Signed and Sealed in the presence of two witnesses as required by law:

Lena K. Clark
First Witness
Print Name: Lena K. Clark

Alma
Second Witness
Print Name: Alma Stankeviciute

PVONE, LLC,

By: Vaughn Kaizer
Managing Member
Name: Vaughn Kaizer

STATE OF VIRGINIA
COUNTY OF ALEXANDRIA
CITY

The foregoing instrument was acknowledged before me this 29th day of SEPT., 2005, by Vaughn Kaizer as Managing Member of PVONE, LLC, on behalf of the Limited Liability Corporation. Who is personally known to me or has produced a CAN. PASSPORT as identification and (did/did not) take as oath,

Brett Flanagan
Notary Public
BRETT FLANAGAN
Print Name

Commission No. 179504
Expiration Date 10/31/2005

(SEAL)

“COUNTY”

ATTEST:

KAREN E RUSHING, Clerk of the Circuit Court
And Ex-Officio Clerk of the Board Of County
Commissioners of Sarasota County, Florida

Paula J. Horton
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: David R. Mills
Chairperson

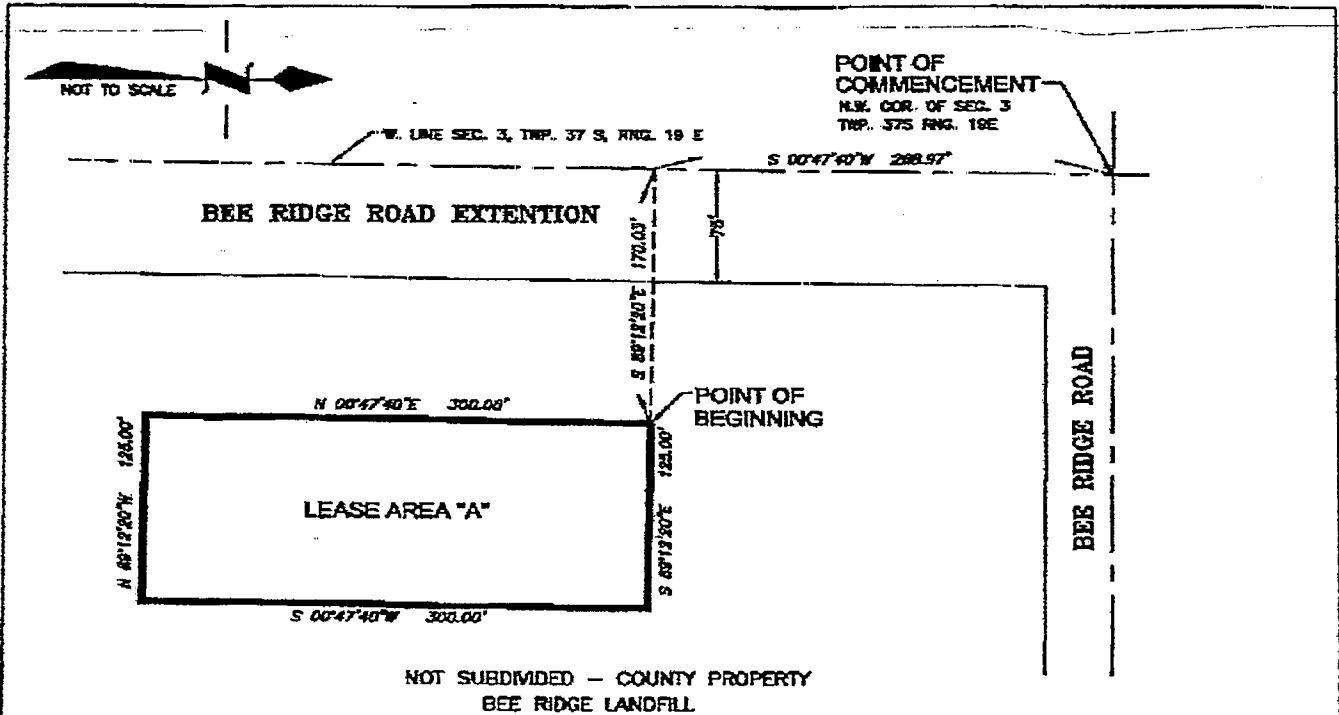
DATE: 4/13/2006

Approved as to form and correctness.

Stephen DeMarsh
Stephen DeMarsh
County Attorney TRW

EXHIBIT A

DESCRIPTION OF
"PREMISES"



That part of the Northwest Quarter (¼) of Section 3, Township 37 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the said Section 3; thence run South 00°47'40" West along the West line of said Section 3 for a distance of 268.97 feet; thence run South 89°12'20" East for a distance of 170.03 feet to the POINT OF BEGINNING; thence continue South 89°12'20" East for a distance of 125.00 feet; thence run South 00°47'40" West for a distance of 300.00 feet; thence run North 89°12'20" West for a distance of 125.00 feet; thence run North 00°47'40" East for a distance of 300.00 feet to the Point of Beginning.

Containing 37,500 square feet, more or less.

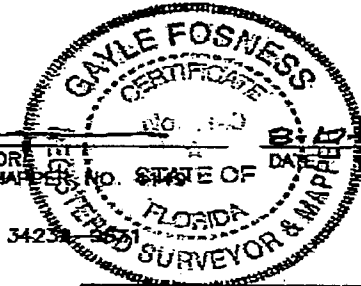
ABBREVIATION LEGEND

- R/W = RIGHT-OF-WAY
- R.P.B. = ROAD PLAT BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- RANG. = RANGE
- N.T.S. = NOT TO SCALE
- NO. = NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- O.R.B. = OFFICIAL RECORDS BOOK
- P.I.D. = PROPERTY IDENTIFICATION

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST SECTION LINE OF SECTION 3 TOWNSHIP 37 SOUTH RANGE 19 EAST OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, BEARING BEING S 00°47'40" W.
2. SUBJECT TO EASEMENTS OF RECORD.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

G.M. FOSNESS, COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA
1301 CATTLEMEN ROAD
SARASOTA, FLORIDA



ROTHENBACH PARK

LEASE AREA "A"	DRAWN	T.S.O.	DATE	8-16-05	SCALE N.T.S.
PARCEL = 37,500 Square Feet ±	CHECKED		DATE		JOB NO.

IN SURVEY AND TRIP PARK 17000-0000

EXHIBIT B

DESCRIPTION OF
"PROPERTY"

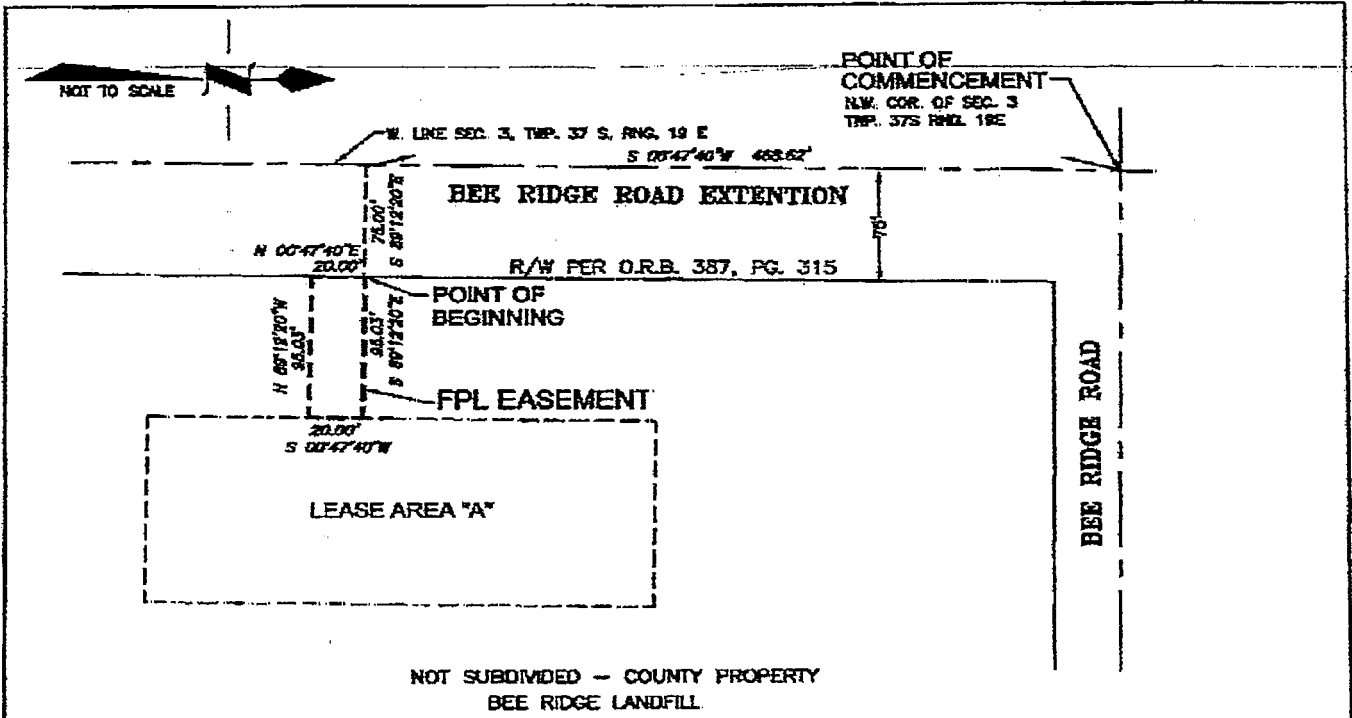
PIN: 0255-00-1000 N 3/4 OF E 1/2 OF NE 1/4 OF NW 1/4 & SE 1/4 OF NW 1/4 & NE 1/4 OF SW 1/4 IN SECTION 3,
TOWNSHIP 37-SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, LESS TRACT IN OR 1059-10 08 TO
FSS CORP.

PIN: 0255-00-2000 BEE RIDGE LANDFILL NW 1/4 OF NW 1/4 OF SECTION 3, TOWNSHIP 37 SOUTH, RANGE
19 EAST, SARASOTA COUNTY, FLORIDA LESS WLY 75 FT THEREOF & LESS N 25 FT FOR RD EASEMENT.

PIN: 0246-01-5010 BEE RIDGE LANDFILL THE SLY 423.62 FT OF THAT PART OF LOT 5 LYING IN SECTION
34, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA LESS BEE RIDGE RD R/W
CONTAINING 47.6 C-AC M/L PALMER FARMS 3RD UNIT BEING PART OF LANDFILL OR 2050 - 1644.

EXHIBIT C

INGRESS / EGRESS / ACCESS



NOT SUBDIVIDED - COUNTY PROPERTY
BEE RIDGE LANDFILL

That part of the Northwest Quarter (¼) of Section 3, Township 37 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the said Section 3; thence run South 00°47'40" West along the West line of said Section 3 for a distance of 468.62 feet; thence run South 89°12'20" East for a distance of 75.00 feet to the intersection with the East Right-of-Way line of Bee Ridge Road according to the instrument recorded in Official Records Book 387, Page 315 Public Records of Sarasota County, Florida, also being the POINT OF BEGINNING; thence continue South 89°12'20" East for a distance of 95.03 feet; thence run South 00°47'40" West for a distance of 20.00 feet; thence run North 89°12'20" West for a distance of 95.03 feet; thence run North 00°47'40" East for a distance of 20.00 feet to the Point of Beginning.

Containing 1900.6 ~~squares~~ feet more or less.

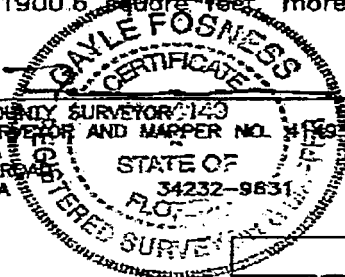
- ABBREVIATION LEGEND**
- R/W = RIGHT-OF-WAY
 - R.P.B. = ROAD PLAT BOOK
 - P.B. = PLAT BOOK
 - PG. = PAGE
 - SEC. = SECTION
 - TWP. = TOWNSHIP
 - RNG. = RANGE
 - N.T.S. = NOT TO SCALE
 - N.O. = NUMBER
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - O.R.B. = OFFICIAL RECORDS BOOK
 - P.I.D. = PROPERTY IDENTIFICATION

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST SECTION LINE OF SECTION 3 TOWNSHIP 37 SOUTH RANGE 19 EAST OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, BEARING BEING S 00°47'40"W.
2. SUBJECT TO EASEMENTS OF RECORD.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

E:\SURVEY\ROTHENBACH PARK\100A.DWG

G.M. FOSNESS, COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER NO. 11193
STATE OF FLORIDA
1301 CATTLEMEN ROAD
SARASOTA, FLORIDA



8-17-05
DATE

ROTHENBACH PARK

FPL EASEMENT	DRAWN	T.S.O.	DATE	8-16-05	SCALE N.T.S.
PARCEL - 1900.6	Squares Feet ±	CHECKED	DATE		JOB NO.

EXHIBIT D CONSTRUCTION of PVONE FACILITY

ROIHENBACH SOLAR PARK TECHNICAL SUMMARY



PV System Rating DC:	250 kW _p
PV System Rating AC:	195 kW _{ac}
PV Module:	Sharp 208
Inverter:	Xantrex 225
Approx. Square Footage of PV Array:	26,328 ft ²
Projected Annual Output:	300,000 kWh
Utility:	Florida Power & Light

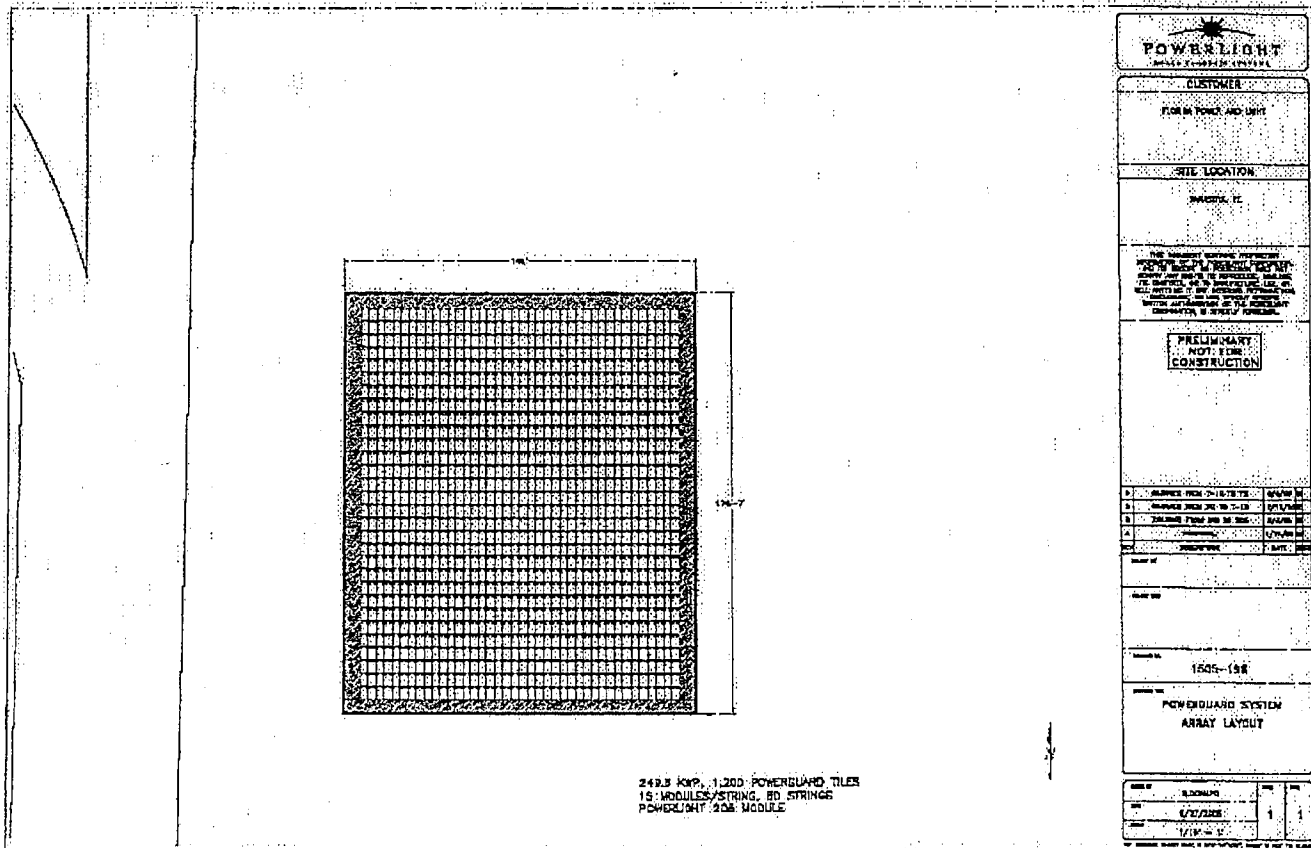


EXHIBIT E

REQUIREMENTS OF INSURANCE

Policies of insurance shall be primary and written on forms acceptable to the county and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than A-Excellent: FSC VII.

All policies, with the exception of Workers' Compensation and Professional Liability, shall name the County of Sarasota, its Commissioners, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear. Insurer(s), with the exception of Workers' Compensation and Professional Liability, shall agree to waive all rights of subrogation against the County of Sarasota, its Commissioners, Officers, Agents, Employees or Volunteers.

The following shall appear in the "Certificate Holder" section of the certificate of insurance:

Sarasota County Government
Attn: Risk Management
1660 Ringling Blvd.
Sarasota, FL 34236

Amounts of coverage are \$500,000 on both general and auto liability and \$1,000,000 on the liability umbrella.

CONSENT TO ASSIGNMENT AGREEMENT

THIS CONSENT TO ASSIGNMENT AGREEMENT, made and entered into as of this day of APRIL 24, 2007 (the "Consent to Assignment Agreement"), by and between:

SARASOTA COUNTY GOVERNMENT, a political subdivision of the State of Florida ("Sarasota County"); and

PVONE, LLC, a New Jersey Limited Liability Company, licensed to do business in the State of Florida ("PVOne") (Sarasota County and PVOne shall collectively be referred to as the "Parties".)

WITNESSETH:

WHEREAS, PVOne agreed to install, construct, operate and maintain a photovoltaic energy system on a host site, at no cost to Sarasota County, provided PVOne retains the ownership rights to the photovoltaic energy system and the electricity it produces and the related Renewable Energy Certificates ("Green Tags") associated with the photovoltaic system's production of renewable energy, as and for a means to enhance the economic viability of the project, and Sarasota County agreed to lease suitable land to PVOne for the installation of said photovoltaic system.

WHEREAS, the Parties entered into a Solar Energy Site Lease Agreement dated as of April 13, 2006 and will execute concurrently herewith a First Amendment to Solar Energy Site Lease (collectively, and as further amended, the "Solar Energy Site Lease"), whereby Sarasota County leased to PVOne property set forth in Exhibit B of the Solar Energy Site Lease.

WHEREAS, under Paragraph 14 of the Solar Energy Site Lease PVOne may assign, or otherwise transfer all or any part of its interest in this Agreement upon ten (10) days written notice to Sarasota County provided that the Assignee has agreed to assume all rights, duties, responsibilities and obligations of PVOne and such assignee is licensed to do business in the State of Florida.

NOW, THEREFORE, intending to be bound, the Parties hereto agree as follows:

Article 1. Assignment

1.1 Pursuant to the terms that certain Assignment of Solar Energy Site Lease between PVOne and MMA FLA, LP dated as of even date herewith (as amended, including without limitation pursuant to the First Amendment to Assignment of Solar Energy Site Lease, the "Assignment Agreement") and incorporated herein by this reference, PVOne assigns all of its rights, obligations, duties, responsibilities and liabilities under the Solar Energy Site Lease to MMA FLA, LP, a Delaware limited partnership ("MMA") which

DOCUMENT NUMBER-DATE

02829 APR 11 8

FPSC-COMMISSION CLERK

assignment shall be effective as of the Assignment Effective Date (as such term is defined in the Assignment Agreement) ("Assignment"), and Sarasota County hereby accepts and consents to said Assignment. Insofar as rights and obligations under the Solar Energy Site Lease from the Assignment Effective Date are concerned, references to PVOne in the Solar Energy Site Lease shall be deemed replaced with references to MMA.

1.2 As of the Assignment Effective Date, PVOne shall have no further rights, obligations, and liabilities of any kind whatsoever under the Solar Energy Site Lease, including the terms, conditions, covenants, agreements, and exhibits contained therein to the extent arising out of or resulting from, facts, events and circumstances occurring, or which accrue, on and after the Assignment Effective Date, and the Solar Energy Site Lease shall be binding only on Sarasota County and MMA.

Article 2. Consent to Assignment by Sarasota County

Under the foregoing terms and conditions, Sarasota County grants its consent to the Assignment and represents and warrants that (i) Sarasota County has the power and authority to execute this Consent to Assignment Agreement; and (ii) Sarasota County shall not raise any claim against PVOne in connection with the breach, default or non-performance of the Solar Energy Site Lease by MMA on or after the Assignment Effective Date.

Article 3. Continued Effectiveness

Except as otherwise provided herein, all terms and conditions of the Solar Energy Site Lease shall remain effective with respect to MMA and Sarasota County on and after the Assignment Effective Date.

Article 4. Dispute Resolution

The laws of the State of Florida shall govern this Consent to Assignment Agreement. Any dispute or controversy arising from this Agreement shall be subject to Paragraph 21 of the Solar Energy Site Lease Agreement.

Article 5. General

5.1 This Consent to Assignment Agreement contains the entire understanding among the Parties hereto with respect to the matters covered herein and supersedes and cancels any prior understanding with respect to the matters covered herein.

5.2 No changes, alterations or modifications hereto shall be effective unless made in writing and signed by all the Parties hereto.

5.3 This Consent to Assignment Agreement shall be executed in three (3) copies, each of which shall be deemed an original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Consent to Assignment Agreement to be executed in duplicate by their duly authorized representatives as of the date first written above and each Party shall keep one copy, respectively.

PVONE, LLC

By: JKK

Name: Vaughn Kaizer

Title: Managing Member

Date: 3/14/07

SARASOTA COUNTY GOVERNMENT

By: _____

Name:

Title:

Date: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Consent to Assignment Agreement to be executed in duplicate by their duly authorized representatives as of the date first written above and each Party shall keep one copy, respectively.

PVONE, LLC

By: _____
Name: Vaughn Kaizer
Title: Managing Member

Date: _____

SARASOTA COUNTY GOVERNMENT

By: Nora Patterson
Name: NORA PATTERSON
Title: Chair, Board of County Commissioners
Date: 4/21/09

APPROVED AS TO FORM AND CORRECTNESS

Steph L. ...
COUNTY ATTORNEY TRW

ATTEST:
KAREN E. RUSHING, Clerk of
the Circuit Court and
Ex-Officio Clerk of the Board
of County Commissioners of
Sarasota County, Florida.

By: Karen E. Rushing
Deputy Clerk

**FIRST AMENDMENT
TO SOLAR ENERGY SITE LEASE**

This **First Amendment to Solar Energy Site Lease** (the "Amendment") is entered into on APRIL 24, 2007, by and between **PVONE, LLC** a New Jersey Limited Liability Company with its principal office located at 60 Highfield Court, Little Silver, NJ 07739 ("**PVOne**"), and **SARASOTA COUNTY GOVERNMENT**, a political subdivision of the State of Florida ("**Sarasota**") (PVOne and Sarasota collectively referred to as the "Parties" and each individually as a "Party").

WHEREAS, (i) PVOne and Sarasota are parties to that certain Solar Energy Site Lease, dated as of April 13, 2006 (the "Solar Energy Site Lease");

WHEREAS, PVOne and Sarasota desire to amend the Solar Energy Site Lease, as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, the Parties agree as follows:

1. Amendment of Solar Energy Site Lease.

1.1 Effective upon the execution of this Agreement by the Parties, the definition of "Commencement Date" set forth in Section 1 of the Solar Energy Site Lease shall be amended, deleted and replaced in its entirety with the following definition:

““Commencement Date” means the date 70 calendar days from the date PVONE or its assignee, including without limitation MMA FLA, LP (and its or their applicable subcontractors engaged to construct the PVONE Facilities), shall have been issued all permits and notifications required to install and make fully operational the PVONE Facilities from the applicable local and state government agencies with jurisdiction over the construction and site development of the PVONE Facilities.”

1.2 Sarasota acknowledges and agrees that it has consented to the assignment of the Solar Energy Site Lease as set forth in the Assignment of Solar Energy Site Lease, dated as of November 8, 2006, as amended by the First Amendment to Assignment of Solar Energy Site Lease.

2. Remaining Provisions in Effect. All other provisions of the Solar Energy Site Lease shall remain in full force and effect. All references to the Solar Energy Site Lease shall be deemed to include this Amendment, effective as of the date this Amendment is executed by each of PVOne and Sarasota County forth.

3. Miscellaneous. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same agreement. The Parties agree that facsimile signatures shall be considered original signatures for all purposes herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Solar Energy Site Lease to be executed by their duly authorized representatives on the day and year first above written.

PVONE, LLC

By: _____
Name: Vaughn Kaizer
Title: Managing Member
Date: _____

SARASOTA COUNTY GOVERNMENT

By: Nora Patterson
Name: NORA PATTERSON
Title: Chair, Board of County Commissioners
Date: 9/29/07

Acknowledged and Agreed:

MMA FLA, LP

By: MMA Solar Fund III GP, Inc.
its general partner

By: _____
Name: Matt Cheney
Title: CEO and President
Date: _____

ATTEST:
KAREN E. RUSHING, Clerk of
the Circuit Court and
Ex-Officio Clerk of the Board
of County Commissioners of
Sarasota County, Florida.

By: [Signature]
Deputy Clerk

APPROVED AS TO FORM AND CORRECTNESS

[Signature]
COUNTY ATTORNEY TRW

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Solar Energy Site Lease to be executed by their duly authorized representatives on the day and year first above written.

PVONE, LLC

By: _____
Name: Vaughn Kaizer
Title: Managing Member
Date: _____

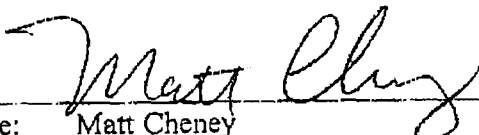
SARASOTA COUNTY GOVERNMENT

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

Acknowledged and Agreed:

MMA FLA, LP

By: MMA Solar Fund III GP, Inc.
its general partner

By:  _____
Name: Matt Cheney
Title: CEO and President
Date: 3/14/07

ASSIGNMENT OF SOLAR ENERGY SITE LEASE

This Assignment of Solar Energy Site Lease (the "Assignment Agreement") is made and entered on November 8, 2006, by and between PVONE, LLC a New Jersey Limited Liability Company ("Assignor") and MMA FLA, LP, a Delaware limited partnership ("Assignee") (collectively referred to as the "Parties").

WHEREAS, Assignor is a Party in the Solar Energy Site Lease Agreement, dated April 13, 2006 and between the Assignor and Sarasota County Government, a political subdivision of the State of Florida ("Sarasota County") (the "Solar Energy Site Lease").

The Parties agree as follows:

1. **ASSIGNMENT:** Effective on the Assignment Effective Date (as defined below), Assignor hereby assigns to Assignee all of Assignor's rights and obligations, and all interests, rights and title held by Assignor, under, in and to the Solar Energy Site Lease. This Assignment Agreement shall become effective on the date upon which each of the following conditions precedent are met (such date, the "Assignment Effective Date"): (a) this Assignment Agreement has been executed by each of the Parties hereto; (b) the Consent to Assignment has been executed by each of Assignor and Sarasota County; (c) Assignor has given Sarasota County ten (10) days written notice of the assignment hereunder, as required pursuant to Section 14 of the Solar Energy Site Lease; (d) the Assignment of Solar Tag Agreement and Consent, between Assignor, Assignee and Green Mountain, has been executed by each of the parties thereto; (e) the completion of an environmental audit conducted in compliance with the 'all appropriate inquiries' standards of 40 CFR Part 312 at the sole and exclusive cost of, and accepted by Assignee for the landfill location defined in the Solar Energy Site Lease; (f) the Assignment of Assignment and Assumption Agreement and Consent, between Assignor, Assignee, FPL and Green Mountain, has been executed by each of the parties thereto; and (g) Florida Power & Light Company and Green Mountain Energy Company have received written notice from the appropriate parties that the aforementioned conditions precedent stated in (a) through (f) of this Section 1 have been satisfied. In the event that the Assignment Effective Date does not occur on or prior to the date forty five (45) days (or such greater number of days as the Parties may agree to in writing) after the date this Assignment Agreement is executed by the last Party hereto, then this Assignment Agreement shall terminate in its entirety and shall become null and void.

2. **ASSUMPTION OF OBLIGATIONS:** Assignee acknowledges the receipt of a copy of the Solar Energy Site Lease. Assignee hereby assumes all of Assignor's rights, interests, duties and obligations remaining in the Solar Energy Site Lease to the extent arising out of or resulting from, facts, events and circumstances occurring, or which accrue, on and after the Assignment Effective Date. Assignee agrees to comply with all the terms, make all payments, and perform all conditions, obligations and covenants in the Solar Energy Site Lease as if Assignee were an original Party therein and thereto.

3. **INDEMNIFICATION:** Assignee will indemnify, protect and hold Assignor harmless from and against any and all loss, cost, or damage in any way related to

Assignee's breach or default of the obligations or covenants in the Solar Energy Site Lease or this Assignment Agreement to the extent arising out of or resulting from, facts, events and circumstances occurring, or which accrue upon or after the Assignment Effective Date. Similarly, Assignor will indemnify, protect and hold Assignee harmless from and against any and all loss, cost, or damage in any way related to Assignor's breach or default of the obligations or covenants in the Solar Energy Site Lease or this Assignment Agreement to the extent arising out of or resulting from, facts, events and circumstances occurring, or which accrue upon or before the Assignment Effective Date.

4. ASSIGNOR'S REPRESENTATIONS: Assignor warrants that the Solar Energy Site Lease is in full force and effect and fully assignable with ten (10) days written notice to and consent of Sarasota County, and that such notice has been given and such consent has been obtained by Assignor before executing this Assignment Agreement. Sarasota County's consent to this Assignment Agreement is confirmed by their undersigned consent at the end of this Assignment Agreement. Assignor further warrants that (i) no event has occurred as of the effective date of this assignment which constitutes a default by the Assignor under the Solar Energy Site Lease or would with notice or lapse of time become an event of default by the Assignor thereunder, and that to the best knowledge of the Assignor, no event has occurred as of the effective date hereof which constitutes a default by Sarasota County thereunder or would with notice or lapse of time constitute a default by Sarasota County thereunder and (ii) the execution, delivery and performance by Assignor of this Assignment Agreement does not and will not violate or conflict with, result in a breach or termination of, or constitute a default under other agreements pertaining to the Solar Energy Site Lease, or permit cancellation of any such agreements. Assignor further warrants that the contract rights transferred in this Assignment Agreement are free of lien, encumbrance or adverse claim.

5. ASSIGNEE'S REPRESENTATIONS: Assignee hereby represents and warrants that it has the power and authority to (i) accept the sale, assignment, transfer and conveyance of the Solar Energy Site Lease, and the rights and obligations thereunder, (ii) assume all of Assignor's obligations, rights and duties under, in and to the Solar Energy Site Lease, (iii) perform Assignor's obligations under the Solar Energy Site Lease on and after the Assignment Effective Date, and (iv) to execute this Assignment Agreement.

6. MUTUAL COVENANTS: Each of Assignor and Assignee represents and warrants to each other as follows: (a) such Party has full power and authority to enter into this Assignment Agreement and to consummate the transactions contemplated hereby; (b) the execution, delivery and performance by such Party of obligations in this Assignment has been duly and validly approved by all necessary corporate action; (c) such Party has duly and validly executed and delivered this Assignment Agreement; (d) this Assignment Agreement constitutes the legal, valid and binding obligation of that Party enforceable in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect which affect the enforcement of creditors' rights generally, or (ii) by equitable limitations on the availability of specific remedies; and (e) no consent, authorization or approval of, filing or registration with, or cooperation from, any

governmental authority or any other person not a party to this Assignment Agreement is necessary in connection with the execution, delivery and performance by such Party of this Assignment Agreement and the consummation by such Party of the transactions contemplated hereby.

7. **BINDING EFFECT:** The covenants and conditions contained in the Assignment Agreement shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

8. **GOVERNING LAW:** This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9. **NOTICE:** Any notice required or otherwise given pursuant to this Assignment shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to:

Assignor:

PVONE, LLC
771 Shrewsbury Avenue
Suite 106
Shrewsbury, NJ 07702
Attn: Mr. Vaughn Kaizer
Managing Member

Assignee:

MMA FLA, LP
640 2nd Street
San Francisco, CA 94107
Attn: Matt Cheney, CEO

Either Party may change such addresses from time to time by providing notice as set forth above.

10. **FURTHER ASSURANCES.** The Assignor and Assignee hereby agree, each at its own expense, to perform all such further acts and execute and deliver all such further agreements, instruments and other documents as the other Party or parties shall reasonably request to evidence more effectively the assignments and assumptions made by Assignor and Assignee under this Assignment Agreement.

11. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Assignment Agreement.

12. **DISCLAIMER.** All rights and interests created by this Assignment Agreement are exclusive to the Parties hereto, their successors and assigns. No right, title, interest or

cause of action is created for or inures to the benefit of any other person or entity hereunder.

13. **COMPLETE AGREEMENT.** This Assignment Agreement (including the documents expressly referenced and by those references incorporated herein) constitutes the full and complete agreement of the Parties with respect to this subject matter and supersedes all prior oral or written agreements, understandings, and representations of the Parties with respect to this subject matter. This Assignment Agreement may not be altered or amended except by a written amendment executed concurrently with or after the execution of this Assignment Agreement by the authorized representatives of the respective Parties.

14. **RELATIONSHIP OF PARTIES.** This Agreement shall not create any agency, joint venture or partnership between the Parties hereto. No Party shall have the authority, nor shall it attempt, to create any obligation on behalf of the other Parties.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed the day and year first above written.

PVONE, LLC

By 

Name: Vaughn Kaizer
Title: Managing Member

MMA FLA, LP

By: MMA Solar Fund II GP, Inc.

its general partner

By _____

Name: Matt Cheney
Title: CEO and President

SARASOTA COUNTY CONSENT

The undersigned, the other party to the Solar Energy Site Lease, hereby consents to the foregoing Assignment.

SARASOTA COUNTY GOVERNMENT :

By: _____

Name:

Title:

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed the day and year first above written.

PVONE, LLC

By _____
Name: Vaughn Kaizer
Title: Managing Member

MMA FLA, LP

By: MMA Solar Fund II GP, Inc.

its general partner

By Matt Cheney
Name: Matt Cheney
Title: CEO and President

SARASOTA COUNTY CONSENT

The undersigned, the other party to the Solar Energy Site Lease, hereby consents to the foregoing Assignment.

SARASOTA COUNTY GOVERNMENT

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

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed the day and year first above written.

PVONE, LLC

By: [Signature] 11/08/06
Name: Vaughn Knizer
Title: Managing Member

MMA FLA, LP

By: MMA Solar Fund II GP, Inc.

its general partner

By: _____
Name: Matt Cheney
Title: CEO and President

SARASOTA COUNTY CONSENT

The undersigned, the other party to the Solar Energy Site Lease, hereby consents to the foregoing Assignment.

SARASOTA COUNTY GOVERNMENT

By: [Signature]
Name: _____
Title: _____
Date: 11/15/06

ATTEST:
KAREN E. RUSHING, Clerk of
the Circuit Court and
Ex-Officio Clerk of the Board
of County Commissioners of
Sarasota County, Florida.

By: [Signature]
Deputy Clerk

APPROVED AS TO FORM AND CORRECTNESS

[Signature]
COUNTY ATTORNEY