SOLAR PROJECT SITE CANDIDATE

5.0 MW AC* - Sayles Corner, Moravia, NY



AED is pleased to offer this **126 acre** parcel for solar development into a potential **5.0 MW*** solar PV project or larger. This information package is designed especially for review by solar project developers using AED's proprietary *Enhanced Project Origination* process. It contains general real estate information about the project site, but is then enhanced by AED's solar professionals with information which is especially pertinent for review by a prospective solar developer. The information contained herein is subject to one or more Non-Disclosure Agreements and may not be distributed to unauthorized parties.



Enhanced Project Origination Site

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Section 1 – Property Summary

5352 Sayles Corner Road, Moravia, NY 13033

5* MW DC +/- Project Site

Property Size 126 acres – additional land available

*Potential Solar Size: Although the acreage of this site is large

enough to accommodate a system of over 35 MW, which may appeal to some developers, AED has reviewed this site

under a much smaller and more

conservative size of 5MW AC (6.15MW DC) which would fit within existing

interconnection facilities and incentive programs.

Acquisition Lease at \$750/acre, 25 years

Current Use Farmed

Interesting Fact Landowner mows grass at prison down the street. Well connected.

Current Zoning Agricultural

Zoning Ordinance No mention of solar. According to Zoning/Code Enforcement Officer, Harold Gilfus, 315-

374-3631/ moraviacodes@gmail.com, Town has previously approved a 1MW, ground mounted array with no problems. Town has no objection to additional solar. Town

procedure is to submit an "idea plan" to Supervisors.

Town of Moravia 139 Main Street, Moravia, 13033, 315-497-1972

Supervisor – Terrance Baxter Town Clerk – Carol Wood Hours: M-F, 10:00AM – 4:00PM

Slope 7.8%

Existing 3-Phase In-Street Abutting

Utility NYSEG

Streams Yes, watercourse flowing east – west

Flood Plain No

Wetlands 2 acres

Clearing Negligible

Contact Information Dennis Satnick

Sr. Solar Project Developer Associated Energy Developers dennis.satnick@assocenergy.com

610-496-1569





Section 2 – Site Due Diligence

This section includes information about the project site.

Section 2a - Description of the Site

Address: 5352 Sayles Corners Road, Moravia, NY 14924

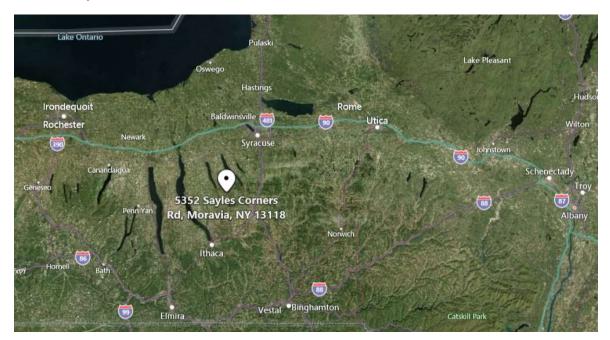
Gently sloping, 126 acre farm located on Sayles Corner Road in the Town of Moravia, NY. 3-phase electric in street. Land contract is a ground lease at \$750 per acre. Town of Moravia has previously approved a 1MW ground array. Conceptual designs indicate a maximum size of approximately 35MW. Due to constraints uncovered related to interconnection and electricity sales pricing and incentive programs, AED suggests that a 5MW (AC) solar project might be more immediately feasible at this site.





Section 2b – Locus Map and Proximity to Utility Lines

Locus Map:

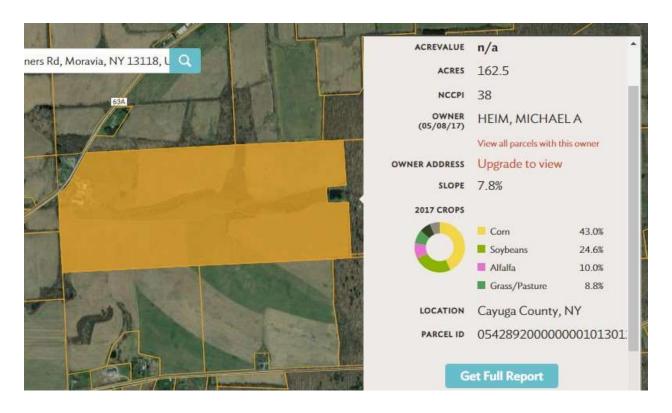


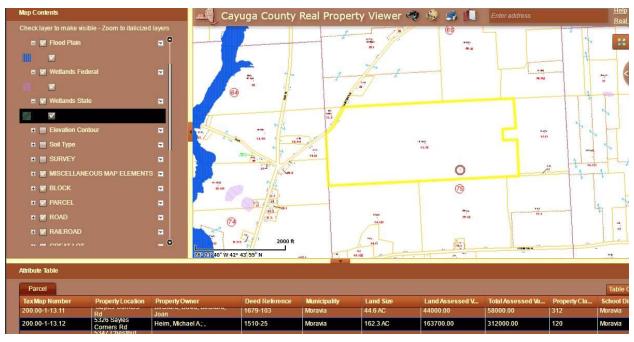
Site Aerial Photo



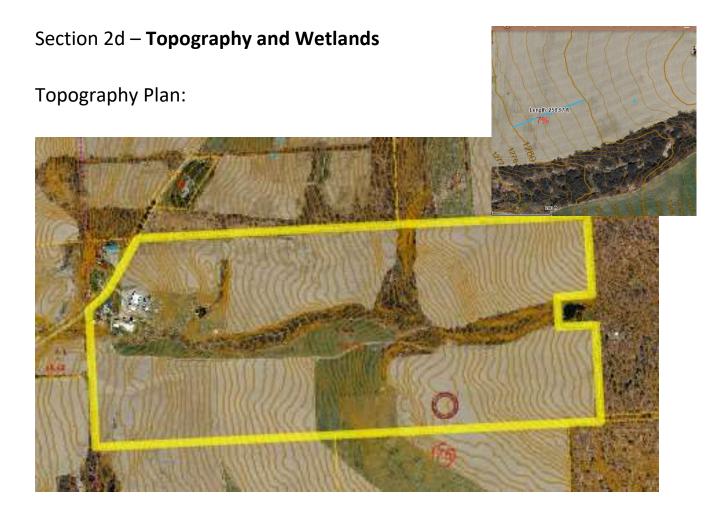


Section 2c - Parcel Plan



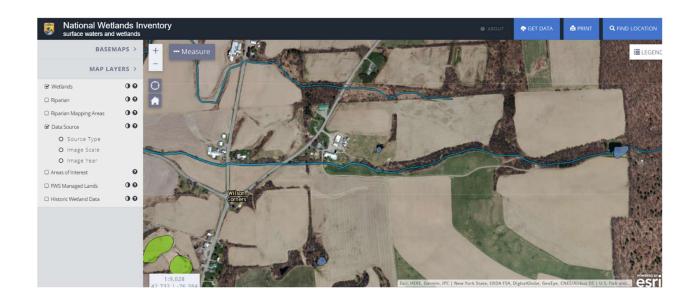




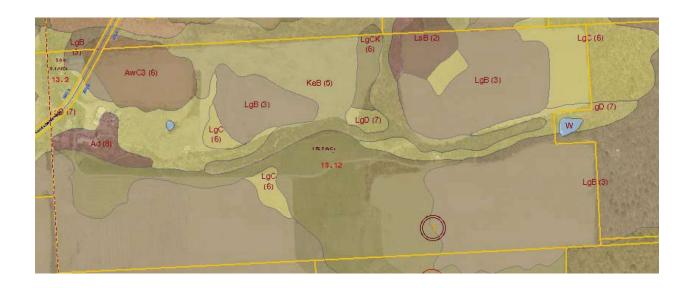


Wetlands Plan:

The National Wetlands map does not indicate any wetlands on the site, even though a stream runs through it. To be conservative, a 100' wetlands buffer was assumed from the stream bed in the siting of a potential solar field.



Soils Map:





Section 2e - Zoning Determination

The town Zoning Ordinances currently have no mention of solar systems. According to Zoning/Code Enforcement Officer, Harold Gilfus, 315-374-3631/moraviacodes@gmail.com, the Town of Moravia has previously approved a 1MW, ground mounted array with no problems. Under New York's 'Home Rule' regulations, the town can treat each permit application on an individual basis. He reports that the permitting process would be similar to a 'Site Plan Review' process. The town reportedly has no objection to additional solar. Town procedure is to begin the process by submitting an "idea plan" to Building Supervisors.

| Status: | Active | Roll Section: | | Taxa | ble | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------------------|-----------|------------------|-------------------------------------|------------|
| Address: | 5326 Sayles Corners Rd | | | 2 4 7 5 | | |
| Property Class: | 120 - Field crops | Site Property CI | ass: | 120 | - Field crop | os |
| Ownership Code: | | | | | | |
| Site: | Res 1 | In Ag. District: | | Yes (5) | | |
| Zonning Code: | NO - NONE | Bldg. Style: | Old style | | | |
| Neighborhood: | 04210 - Town Outside | School District: | | Moravia | | |
| Property Description: | P/o 200.00-1-13.100 | 20. | | | | |
| Total Acreage/Size: | 162.30 | Equalization Ra | e: | | | |
| Land Assessment: | 2019 - \$163,700 | Total Assessme | nt: | 2019 - \$312,000 | | |
| Full Market Value: | 2019 - \$375,904 | | | | | |
| Deed Book: | 1510 | Deed Page: | | 25 | | |
| 0.115 | 071110 | | | | | |
| Grid East: | 874416 Special Di | Grid North: | | 9969 | 981 | |
| Grid East: FD422-MORAVIA FIRE | Special Di | stricts for 2019 Units | Perce | | Type | Value 0 |
| | Special Di Description TOWN | stricts for 2019 | Perce | | | Value 0 |
| FD422-MORAVIA FIRE | Special Di Description TOWN Lan | stricts for 2019 Units | Perce | | Туре | 0 |
| FD422-MORAVIA FIRE T | Special Di Description TOWN Lan | stricts for 2019 Units | Perce | | Type | 0 |
| FD422-MORAVIA FIRE To the second seco | Special Di Description TOWN Lan | stricts for 2019 Units | Perce | | Type Size 1.00 acre | 0 |
| FD422-MORAVIA FIRE To the second seco | Special Di Description TOWN Lan | stricts for 2019 Units | Perce | | Size 1.00 acre 2.00 acre | 0 |
| | Special Di Description TOWN Lan | stricts for 2019 Units | Perce | | Size 1.00 acre 2.00 acre 30.00 acre | 0 O |



Section 2f – Title Search Results

A formal title has not been done on this site pending the conditional commitment of a project developer. General investigations into the property and its ownership have not uncovered any questionable aspects of land ownership. Upon such a commitment a title certificate will be ordered.

Section 2g - Preliminary Discussions with AHJ

Please see section 2e – Zoning Determination

Section 2h – Local Permitting Requirements

Please see section 2e – Zoning Determination



Section 3 – System Design

The following section provides information about the solar system design being considered for this property.

Section 3a – Prospective System Design

Due to the large nature of the site, a significant solar system is possible at this site. With 3 phase capacity only 2/10ths of a mile away from the site, and a 13MW substation available with little DG on the line, maximizing the site for solar output may make sense to a utility scale developer who wishes to consider additional interconnection upgrades to the substation. Given the design considerations below however, a system design of 5MW AC (6.15 MW DC) was considered to be quite achievable at a minimum investment level.

Section 3b – **Design Considerations**

- 1. A large setback from the owner's residence was created to the edge of the array.
- 2. 100' setbacks to the stream were implemented even though no wetlands designations exist.
- 3. The Pre-Application to the utility indicates a 13MW capacity. This would seem to create an upper bound for array size without additional grid upgrades or infrastructure. Only 450kW of existing DG renewables are on this line.
- 4. The land area exists for a 35 MW +/- array, if the developer decides that upgrades to the substation are worthwhile during the engineering process. Owner DOES want to maximize system size.



Section 3d – **Preliminary Site Layout**



A 5MW AC project fits easily within the subject property.



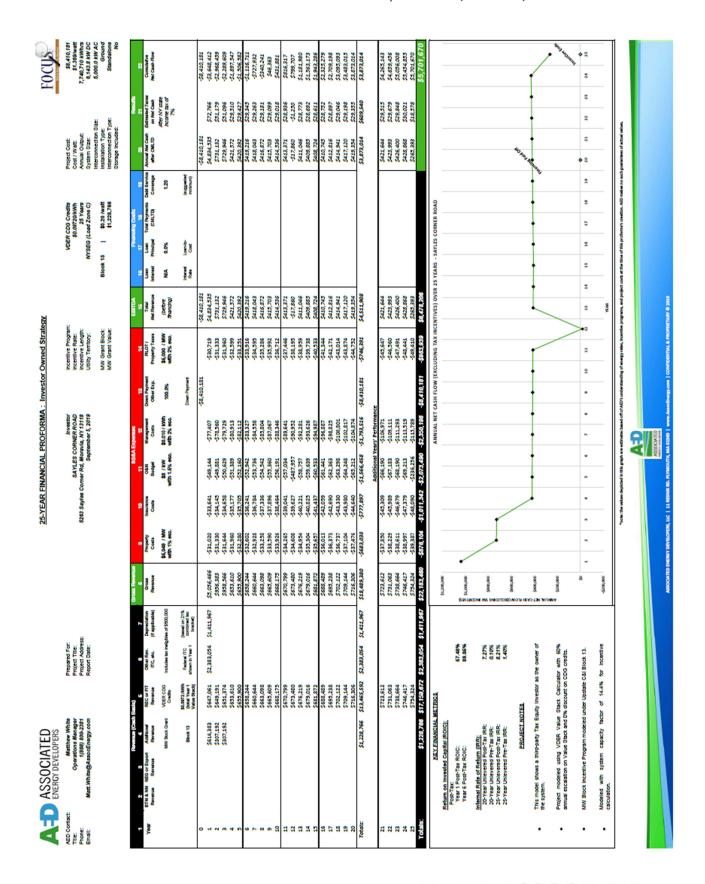
Section 4 - Financial Analysis

The following section provides information about the solar system economics based on the proposed system design and the local energy value proposition for this project site.

Section 4a - Prospective Financial Analysis

The following page depicts a 25 year proforma of the proposed system at this site using the Financial Considerations listed in the following section.







Section 4b – Financial Considerations

The project depicted in this report reflects a value derived from a use as a Community Shared Solar (CSS) project site. The NYSERDA 'VDER' incentive program was used to analyze potential economics at the proposed scale.

Using the VDER calculator and comparing against the extensive amount of information AED has accumulated in the industry, the CSS version produces a non-discounted Value Stack of about 9.7 ¢/kWh Industry averages were used to determine build costs, O&M, PILOT, Lease, and Interconnection costs.

In contrast, under a larger 35 MW utility scale model, the same LMBP (wholesale/QF) would be considered at approximately 5 cents.



Section 4c – **Prospective Off Taking of Energy**

The best off-taking arrangement for this site is considered to be a Community Shared Solar system under the NYSERDA incentive programs.



Section 5 – Site Control Documents

This section contains documents indicating site control of the property and documentation relating to the ownership of the property.

Section 5a—See Letter of Intent to Develop Site — on pages that follow.





mile heim 2000 G

May 29, 2019

Michael & Erica Heim 5326 Sayles Corner Road, Moravia, NY

RE: Letter of Intent for the Development of a Commercial Solar Photovoltaic Facility located at 5326 Sayles Corner Road, Moravia, NY.

Dear Mr. & Mrs. Heim:

Associated Energy Developers, LLC ("AED") is thrilled to have the opportunity to work with you (the "Property Owner") to explore the potential leasing of some of your property as noted above (the "Property") to AED, (collectively, the "Parties" and individually, the "Party")) for the development of a solar energy project(s) (the "Project") as more specifically set forth in the attached Term Sheet (the "Term Sheet").

Upon signing the Term Sheet, we request you provide or make available to AED all information related to the Property that is reasonably necessary for the conduct of AED's due diligence and development process that is currently in your possession.

By executing the Term Sheet, each Party agrees to pursue the Proposed Transaction in good faith and expend the necessary time and resources to finalize definitive agreements, which, subject to mutual agreement through negotiation, will be generally based on the Term Sheet and will include additional provisions customarily addressed in such agreements.

Neither Party is obligated to enter into an agreement to proceed with the Proposed Transaction. Any obligations other than those explicitly agreed to herein will arise only in accordance with, and subject to, definitive agreements, and only to the extent that such agreements are actually executed by AED and Michael & Erica Heim.

If this letter represents your understanding of the transaction we are proposing and is acceptable to you, please sign and return to me one copy of the attached Term Sheet. Thank you.

We look forward to working with you on this exciting project.

Kind Regards,

Joseph Loud President





Letter of Intent

| 1. | Proposed Transaction | This Letter of Intent outlines the potential terms for the exploration of the development of a solar photovoltaic system and (the "Project") as set forth more particularly in Schedule 1 (the "Proposed Transaction") to be designed, built, and installed by Associated Energy Developers, LLC or its designee ("AED") upon the terms and subject to the conditions set forth in this Term Sheet. Each of AED and Property Owner is hereinafter sometimes referred to as a "Party" and collectively as the "Parties." |
|----|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. | The Project | As set forth on Schedule 1. |
| 3. | Property Owner | Michael & Erica Heim ("Property Owner") |
| 4. | Non-Binding Effect | This Letter of Intent constitutes only a general, non-binding expression of interest and, except as expressly set forth herein under the headings "Exclusivity," "Expenses," "Representations and Indemnity," and "Confidentiality," does not create any legally binding commitment or obligation of either Property Owner or AED. Such a legally binding commitment or obligation will be created, if at all, only upon satisfactory completion of due diligence and the mutual execution and delivery of definitive documents with respect to any transaction after approval by the Parties in their sole discretion. The Parties anticipate that, during the exclusivity period, they will enter into a binding term sheet that will memorialize many of the principal terms and conditions that will be reflected in definitive documents. |
| 5. | Transaction Structure | Subject to the satisfactory completion of due diligence, in AED's sole and absolute discretion, and subject to the approval of AED's board of managers, the Parties intend to negotiate and enter into a term sheet that will be supplemented by the following or similar agreements in connection with the Transaction, all in such forms as are mutually acceptable to the Parties. |
| | | Asset Purchase Agreement for the Project or a Membership Interest Purchase Agreement for the equity interest of one or more project companies; Assignment and Assumption Agreement for the Project; and Any and all other agreements, documents, instruments, consents and certificates required to be delivered by the Parties to consummate the Transaction (collectively, the "Definitive Agreements"). |
| | | Such Definitive Agreements, in addition to the proposed terms and conditions specified herein, shall contain: |
| | | Customary representations, warranties, covenants, agreements, and indemnities, and otherwise providing for (among other things): a. General Conditions Precedent; |



A-D

| ASSOCIATED ENERGY DEVELOPERS | |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | b. The Project and Property Owner shall each be clear of all liens, judgments, tax and bankruptcy searches; c. No termination event, default, event of default, event of loss, condemnation event, condemnation proceedings, adverse judgment, decree or order shall exist with respect to the Project; d. No material adverse effect has occurred, or continues to occur, with respect to the Project; e. The representation and warranties in the Definitive Agreements shall be true and correct, and all covenants performed in all material respects, as of the date of Closing; f. Completion of AED's due diligence review of the property, the results of which shall be satisfactory to AED in its sole discretion and shall demonstrate that all items are as presented by Property Owner. g. Usual and customary Conditions Precedent with respect to the Project; |
| 6. Exclusivity | AED and Property Owner agree that, for the period beginning on the date of full execution of this Term Sheet and one-hundred and eighty (180) days after that date (the "Exclusivity Period"), Property Owner shall not directly or indirectly (i) solicit, negotiate, encourage or discuss with any third-party (or continue any current solicitations, negotiations or discussions concerning) a Competing Transaction (as defined below), (ii) furnish non-public information to any third-party or any representative thereof in connection with a Competing Transaction or (iii) permit any of its directors, officers, partners, advisor, agents, representatives or employees to do any of the foregoing. For the purposes of this Term Sheet, "Competing Transaction" shall mean transactions of similar nature to the Proposed Transaction. The Parties agree to an automatic extension of the Exclusivity Period for an additional ninety (90) days, provided the Parties are negotiating in good faith on the Proposed Transaction. |
| | This Term Sheet evidences the Parties' good faith intentions to enter into definitive documents in respect of the Proposed Transaction on or before the expiration of the Exclusivity Period, subject to satisfactory completion by each Party of its due diligence review. |
| 7. Representations and Indemnity | Representations. Property Owner represents and warrants that: (a) it has full authority to engage in the Proposed Transaction and to execute this Term Sheet to facilitate the Proposed Transaction; and (b) its actions performed in connection with the execution and delivery of the Proposed Transaction, including but not limited to the execution and delivery of this Term Sheet and all disclosures pursuant hereto, will not constitute a breach of any agreement of Property Owner, including but not limited to non-disclosure or confidentiality agreements with third parties. |
| | Property Owner hereby agrees to indemnify, defend and hold harmless AED from and against any and all losses, claims, damages, suits, proceedings, fines or penalties suffered, incurred or sustained by AED resulting from, arising out of or |





| | related to any breach of the representations and warranties contained in this Section 9. |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8. Expenses | AED and Property Owner will each be responsible for paying the fees and expenses incurred by it, or on its account, in connection with this Term Sheet and the Proposed Transaction, including the fees and expenses of each Party's professional advisors. |
| 9. Confidentiality | AED and Property Owner agree to all terms in Appendix A: Mutual Nondisclosure and Confidentiality Provisions. |
| 10. Counterparts; Assignment | This Term Sheet may be executed in counterparts and may only be amended or modified in writing, signed by both parties. Neither Party hereto shall assign this Term Sheet without the prior written consent of the other Party. |
| 11. Governing Law | This Term Sheet shall be governed by Massachusetts law without regard to conflict of laws principles therein. Any disputes arising as a result of this Term Sheet shall be adjudicated in a federal or state court of competent civil jurisdiction sitting in the Commonwealth of Massachusetts. |
| 12. Valid Until | The proposed terms and conditions set forth in this Term Sheet shall remain valid until November 28, 2019. If this Term Sheet is not executed by such date all terms and conditions set forth herein are subject to change. |

[SIGNATURES CONTAINED ON FOLLOWING PAGE]



| ASSOCIATED Memor group representations | |
|-------------------------------------------------------------|---------------|
| AGREED TO AND ACCEPTED: | |
| On behalf of ASSOCIATED ENERGY DEVELOR | PERS, LLC: |
| Ву: | Date: |
| Name: Joseph M: Loud | |
| Title: President | |
| On behalf of Michael & Erica Heim: By: Name: Michael Heim | Date: 2/29/19 |
| By: Name: Erica Heim | Date: |

A-D



APPENDIX A: MUTUAL NONDISCLOSURE AND CONFIDENTIALITY PROVISIONS

- Purpose. The Parties to this Letter of Intent wish to explore a possible business opportunity
 of mutual interest (the "Relationship"). In so doing, each Party may disclose its Confidential
 Information (as defined below) to the other. This Appendix A allows the Parties to discuss and
 evaluate the Relationship while protecting each Party's Confidential Information against
 unauthorized use or disclosure.
- 2. <u>Definition of Confidential Information.</u> "Confidential Information" means any information whether in written, oral, graphic, machine-readable or other form, including, but not limited to, all data, summaries, information, documents, extracts, notes, memoranda, records, studies, forecasts, compilations, analyses, checks, or other writings, patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software, hardware configuration, computer programs, algorithms, pricing, business plans, agreements with third parties, services, customers, marketing or finances, information obtained from any examination of any data respecting a party's property or from any site visit to a party's property, including, without limitation, any copies, reproductions, summaries, memoranda, interpretations, documents or records containing, referring, relating to, based upon or derived from any such information, in whole or in part, relating to the business, financial condition, operations, assets and liabilities of the disclosing Party.
- 3. Nondisclosure of Confidential Information. The Parties each agree not to use any Confidential Information of the other Party for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship. Neither Party shall disclose or permit disclosure of any Confidential Information of the other Party to third parties or to directors, officers, employees, consultants or agents of the receiving Party, other than directors, officers, employees, consultants and agents of the receiving Party who: (a) are required to have the information in order to carry out the discussions concerning, and the undertaking of, the Relationship; and (ii) are subject to nondisclosure obligations similar in content to the provisions of this Appendix A prior to their receipt of Confidential Information. Each Party agrees that it shall take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Confidential Information of the other Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Appendix A. Such measures shall include, but not be limited to, the highest degree of care that the receiving Party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each Party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing Party which may come to the receiving Party's attention.
- Exceptions. Notwithstanding the foregoing, the receiving Party shall have no liability to the disclosing Party with regard to any Confidential Information of the disclosing Party which the receiving Party can prove:







- was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving Party;
- was known to the receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
- iii) is disclosed with the prior written approval of the disclosing Party;
- iv) was independently developed by the receiving Party without any use of the Confidential Information;
- is disclosed generally to third Parties by the disclosing Party without restrictions similar to those contained in this Appendix A;
- vi) becomes known to the receiving Party, without restriction, from a source other than the disclosing Party, without breach of this Appendix A by the receiving Party and otherwise not in violation of the disclosing Party's rights; or
- vii) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving Party shall provide the disclosing Party with prompt notice of such court order or requirement to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.
- 5. <u>Copies.</u> The receiving Party may not make copies, analyses, summaries or extracts of Confidential Information (all such copies, analyses, summaries or extracts being "Copies") unless such Copies: (1) are necessary to accomplish the further the Relationship, and (2) bear a notice that they contain Confidential Information of the disclosing Party.
- 6. Return of Materials. Within ten (10) days of the receipt of a request by the disclosing Party, the receiving Party agrees to return or destroy all copies of all Confidential Information received pursuant to this Appendix A, and deliver to the disclosing Party a certificate signed by the receiving Party confirming that (1) none of the receiving Party, any of its affiliates or any of their successors or assigns, have retained any copy or copies of any of the Confidential Information of the disclosing Party, and (2) all copies of any Confidential Information of the disclosing Party have been permanently removed from any and all of the computers, computer systems or electronic data storage devices of the receiving Party, any of its affiliates and any of the successors and assigns of the receiving Party.
- 7. No Rights Granted. Neither Party grants the other Party any rights under any patent, copyright or other intellectual property right, nor does either Party grant the other Party any rights in or to the other Party's Confidential Information other than the limited right to review such Confidential Information solely for the purpose set forth in Section 1. All information is provided "as is" and without warranty, express, implied or otherwise, regarding its accuracy or completeness. The receiving Party shall not reverse engineer, decompile or disassemble any software disclosed under this Appendix A.
- 8. <u>Independent Development.</u> The disclosing Party understands that the receiving Party may currently or in the future be developing information internally, or receiving information from





- was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving Party;
- was known to the receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
- iii) is disclosed with the prior written approval of the disclosing Party;
- iv) was independently developed by the receiving Party without any use of the Confidential Information;
- is disclosed generally to third Parties by the disclosing Party without restrictions similar to those contained in this Appendix A;
- becomes known to the receiving Party, without restriction, from a source other than the disclosing Party, without breach of this Appendix A by the receiving Party and otherwise not in violation of the disclosing Party's rights; or
- vii) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving Party shall provide the disclosing Party with prompt notice of such court order or requirement to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.
- 5. <u>Copies.</u> The receiving Party may not make copies, analyses, summaries or extracts of Confidential Information (all such copies, analyses, summaries or extracts being "Copies") unless such Copies: (1) are necessary to accomplish the further the Relationship, and (2) bear a notice that they contain Confidential Information of the disclosing Party.
- 6. Return of Materials. Within ten (10) days of the receipt of a request by the disclosing Party, the receiving Party agrees to return or destroy all copies of all Confidential Information received pursuant to this Appendix A, and deliver to the disclosing Party a certificate signed by the receiving Party confirming that (1) none of the receiving Party, any of its affiliates or any of their successors or assigns, have retained any copy or copies of any of the Confidential Information of the disclosing Party, and (2) all copies of any Confidential Information of the disclosing Party have been permanently removed from any and all of the computers, computer systems or electronic data storage devices of the receiving Party, any of its affiliates and any of the successors and assigns of the receiving Party.
- 7. No Rights Granted. Neither Party grants the other Party any rights under any patent, copyright or other intellectual property right, nor does either Party grant the other Party any rights in or to the other Party's Confidential Information other than the limited right to review such Confidential Information solely for the purpose set forth in Section 1. All information is provided "as is" and without warranty, express, implied or otherwise, regarding its accuracy or completeness. The receiving Party shall not reverse engineer, decompile or disassemble any software disclosed under this Appendix A.
- Independent Development. The disclosing Party understands that the receiving Party may currently or in the future be developing information internally, or receiving information from







SCHEDULE 1 LIST OF PROJECT

| Project(s) | | |
|-----------------------------|----------|--|
| State | New York | |
| Incentive | CSS | |
| System Size (MW-DC / MW-AC) | TBD | |
| System Type Ground Mount | | |
| System Generation (kWh/kWp) | TBD | |
| COD Quarter | TBD | |
| PPA Rate (\$/kWh) | N/A | |
| PPA Term (Years) | N/A | |
| PPA Escalator | N/A | |
| Lease Rate (\$/MW DC) | TBD | |
| Lease Term (Year) | TBD | |
| Lease Escalator TBD | | |
| Interconnection Upgrade TBD | | |
| PILOT (\$/MW DC) | TBD | |



Section 6 - Utility Review

The following section contains information obtained from the local utility related to interconnection of the project to the grid.

Section 6a - Preliminary Screening Results

Pre-App Report

Pre-Application Report for the Connection of Parallel Generation Equipment to the Utility Distribution System Associated Energy Developers - #14926



Technical Review Study Number: 01
Technical Review Revision Number: 00
Technical Review Modification Number: 00
Drafted By: Electric Distribution Planning
Date Completed: July 25, 2019

SIRs - APPENDIX D

Project Information

Project Name: Project Developer:

Address Location:

Civil Division:

IPP File #:

Type of Generation:

Total Proposed Output (kW):

Power Factor (%):

Total Proposed Output (kVA):

| As | ssociated Energy Developers |
|----|-----------------------------|
| | 2365 Rt - 38A |
| | Town of Moravia |
| | 14926 |
| | PV |
| | 5,000 |
| | 100% |
| | 5,000 |
| | |

Associated Energy Developers

Pre-Application Report:

Operating Voltage of closest distribution line (kV):

Phasing at site:

Approximate distance to 3-Phase (miles):

Circuit Capacity (MW):

Fault Current (A) at PCC, if readily obtained:

Circuit Peak Load (MW) for previous calendar year:

Circuit Minimum Load (MW) for previous calendar year:

Approximate distance between serving substation and project site (miles):

Number of Substation Banks:

Total Substation Bank Capacity (MW):

Total Substation Peak Load (MW):

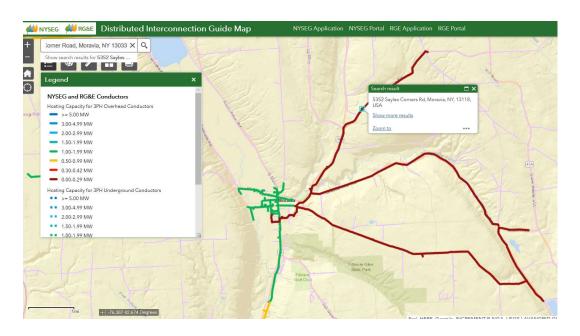
Aggregate Existing Distributed Generation on the Circuit (kW):

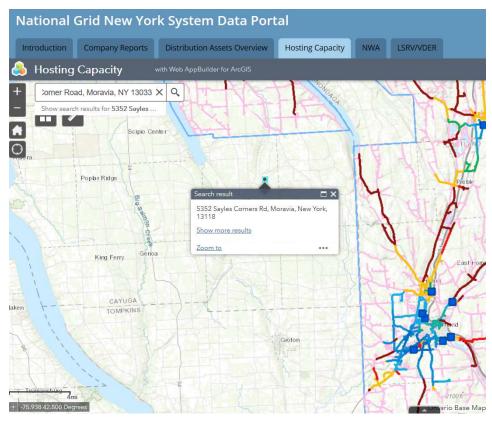
Aggregate Queued Distributed Generation on the Circuit (kW):

| | 4.8 |
|---|----------------------|
| | Single-Phase |
| | 0.19 |
| | 13.067 |
| N | lot Readily Obtained |
| | 3.233 |
| | 0.485 |
| | 2.84 |
| | 1 |
| | 5.600 |
| | 3.233 |
| | 452 |
| | 0 |



Section 6b – NYSEG Feeder Map Results:







Discussion of results:

The Pre-App report indicates that the 3phase feeder is only .2 miles away from the site, which is affirmed by site visits. This 3phase line appears to have a 13MW capacity, with a peak Circuit Load of only 3.2MW.

The NYSEG Feeder Map however, indicates a low level (.3MW) feeder at the site, and a distance of approximately 3 miles to reach a substation serving a 2MW line.

Although additional information requests are deemed necessary in order to resolve this information, our initial position is that this site is best served by a smaller utility project of between 2 to 5MW, rather than a larger utility array. The nearest larger substation (5MW+) appears to be in Cortland, some 10 miles away and in the neighboring National Grid service territory.



Section 7 – Project Ownership

This page left intentionally blank pending further discussions and commitments from the prospective buyer and will be delivered upon request.



Section 8 - Contact Information

For further information about this property please contact:

Associated Energy Developers, LLC 11 Resnik Road, Plymouth, MA 02360 888-800-2381 www.AssocEnergy.com

Or contact the Listing solar project originator directly:

Dennis Satnick Senior Developer Associated Energy Developers, LLC 610-496-1569

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