DECOMMISSIONING PLAN AND AGREEMENT

WHEREAS, Abundant Solar Power, Inc. (SUNN 1020 LLC) ("Abundant" or "Current Owner") applied to construct a 3 MW AC Photovoltaic Array ("Solar Energy Facility" or "Facility") on land in Mount Joy Township ("Township") at 1127 Grandview Road ("Land"). The Land is currently owned by Kevin L. Mummau ("Current Landowner"); and

WHEREAS, the Owner has agreed to submit a final decommissioning plan and Decommissioning Bond (as defined below) providing Mount Joy Township and Landowner (as defined below), or any of Landowner's heirs, successors or assigns, with access to funds for the Decommissioning (as defined below) of the Facility on the terms and conditions set forth under this Agreement; and

WHEREAS, the Parties now desire to enter into this Agreement and to agree upon the obligation to decommission the Facility and the terms and conditions of the financial surety provided to Mount Joy Township for the purpose of Decommissioning the Facility.

Exhibit A. SITE DEVELOPMENT PLAN

Exhibit B. DECOMMISSIONING BOND

Exhibit C. SCHEDULE OF ANNUAL REQUIRED AMOUNT OF DECOMMISSIONING BOND and; it is

NOW, THEREFORE in consideration of the foregoing and the mutual covenants herein contained and the municipal approvals from the Township, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Abundant, and Kevin L. Mummau, hereby agree to be legally bound by the obligations set forth in this Agreement and the attached Exhibits.

A. The terms of this Decommissioning Plan ("Plan") and Agreement ("Agreement") shall run with the Land and apply to the Current Owner and all future owners of the Solar Energy Facility ("Owner") and Current Landowner and all future owners of the Land ("Landowner").

B. At all times, the Owner and the Landowner shall be bound by the Agreement, and the Owner of the Solar Energy Facility shall maintain a Decommissioning Bond in the form attached hereto as Exhibit D or a Letter of Credit approved by the Township.

C. In the event that a Decommissioning Event set forth in Section G occur, the Facility shall be removed and the Land restored by the Owner pursuant to the provisions of this Plan.

D. The activities involved in decommissioning the Facility include removal of the above-ground components of the Facility: solar modules, racking, foundations and piles (pulled out), inverters, transformers, perimeter fencing, and electrical cabling and conduits. Restoration activities include re-grading project areas that have been excavated or back filled and reseeding of affected areas.

E. Primary Components of Solar Energy Facility to be Decommissioned

1. Solar Modules: 7,280 (approximate)
2. Transformers: 2
3. Inverters: 20
4. Removal of all steel piles
5. Removal of all medium voltage lines and poles
6. Electrical Cables and Conduits: 494 Linear Feet (estimated)
7. Perimeter Fencing: 2,795 Linear Feet (estimated)

G. The Owner's obligation to decommission the Solar Energy Facility shall occur if any of the following events ("Decommissioning Events") occur:

1. Commercial operation has not started within 12 months of completion of construction; or
2. The Owner has failed to annually renew the Decommissioning Bond or secure a new Bond or Letter of Credit in a form that has been approved by the Township and provided same to the Township; after written notice to Owner has been received and a 30-day cure period has expired or
3. The Facility is deemed inoperable or abandoned for more than one hundred and eighty days after written notice to Owner has been received and a 30-day cure period has expired; or
4. The Owner or Landowner has transferred the property without notifying the Township or otherwise failed to comply with section K of this Agreement after written notice to Owner has been received and a 30-day cure period has expired.
5. The Facility has completed its 30th year of operation (computed from the date on which the Facility commenced energy production) and the Owner has not obtained an extension from the Township to extend its obligation to decommission the Facility.

H. Default.

1. If the Owner's obligation to decommission the Solar Energy Facility has been triggered by a condition set forth in Section G above, the Owner shall, within thirty (30) days of a Decommissioning Event, provide both the Township Supervisor and the Code Enforcement Officer a Notice specifying the Decommissioning Event that has occurred (" Notice of Decommissioning Event").

2. The Owner is in default of this Plan if the Owner does not complete Decommissioning of the Facility within 180 days after the Owner has served a Notice of Decommissioning Event or after Owner has received a Notice of Decommissioning Event from the Township.

3. Upon default that has not been cured in accordance with this Section H., Mount Joy Township will, at its discretion, have the right to fully decommission the Project through the use of the Decommissioning Bond upon providing written notice to Owner (or its successor in title) and to the Landowner (or any of Landowner's heirs, successors or assigns) in accordance with the approved Decommissioning Plan.

I. The Owner shall complete the following as a minimum to decommission the Solar Energy Facility:

1. Decommissioning — Phase 1. The Owner of the Solar Energy Facility shall:

a. Obtain a Demolition Permit from Mount Joy Township.

b. Obtain an Erosion & Sediment Control Permit if required at the time of decommissioning. Coverage under the PADEP may be required if disturbances are greater than 1 acre. Construction storm water permits will also be obtained, and an Erosion and Sediment Control Plan will be prepared describing the protection needed to reflect conditions present at the time of decommissioning. BMPs may include: construction entrances, temporary seeding, permanent seeding, mulching (in non-agricultural areas), erosion control matting, and compost filter socks.

c. Remove all above-ground and below-ground equipment, structures and foundations. Equipment removal includes the following structures, which will tentatively be removed in the order below:

I. Fence & Gate removal:

1. Agricultural fence
2. Double swing chain-link security gat

II. Solar System:

1. Solar modules
2. Solar panel racking system
3. Solar panel racking system foundation posts or screws

III. Electric equipment

1. Inverters
2. Main switch gear and foundation pad
3. Transformer and foundation pad
4. Disconnection of array from public utility

IV. Sitework and Landscaping:

1. Removal of landscaping as desired/ requested by Township and/or Site Owner
2. Gravel access roadway
3. Installation and removal of erosion & sediment control measures

Note that the sequence of the removal of the above items shall depend on weather and site conditions at the time.

2. Decommissioning — Phase 2. The Owner of the Solar Energy Facility shall:

a. Restore the surface grade and soil after removal of equipment to the condition in which it existed before construction of the Solar Array.

b. Establish vegetative ground cover on the site utilizing specifications found in PennDOT's Publication 408, Section 804.

J. Decommissioning Bond

1. The Owner of the Solar Energy Facility shall purchase and maintain consecutive "A Rated" "T-listed" 5-year Solar Decommissioning Bonds for 30-years (renewable annually) with a value increase every year for 25 years, per the schedule attached hereto as Exhibit E. Failure to provide the Township a copy of the renewed bond to the Township or a New Bond that has been approved by the Township or Township-approved Letter of Credit annually prior to the expiration of the Bond or Letter of Credit in place constitutes a Decommissioning Event as set forth in G.4. of this Agreement after written notice to Owner has been received and a 30-day cure period has expired.

K. Change of Ownership.

1. The obligation to comply with the Decommissioning Plan and the obligation to maintain the Decommissioning Bond shall be included in any and all agreements to purchase the Land or the Solar Energy Facility. In the event that a change of ownership of the Land or the Solar Energy Facility is proposed, the Owner and Landowner agree to provide the Township documentation 30 days prior to the transfer indicating that the subsequent Owner and subsequent Landowner have agreed (a) to comply with the respective obligations of the Current Owner and Current Landowner in the Agreement and (b) to obligate future Owners and Landowners to the terms of the Agreement and (c) to obligate future Owners of the Facility to maintain the Decommissioning Bond. Failure to provide said documentation will constitutes a Decommissioning Event after written notice to Owner has been received and a 30-day cure period has expired Owner has, as set forth in G. 6. of this Agreement.

L. General Provisions

1. Any notice, demand, request or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been properly given if delivered personally, or sent by United States registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier service to the applicable Party at its respective address as set forth above. Either Party hereto by written notice to the other may change the address or the persons to whom notices or copies thereof will be directed. Notices sent by a Party's attorney shall have the same force and effect as if sent by the Party itself.

2. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability will in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which will be and remain in full force and effect, enforceable in accordance with its terms.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to conflicts of laws provisions thereof. In the event it becomes necessary for either Party to bring an action to enforce any provision of this Agreement, the prevailing Party in such action shall be entitled to recover all costs associated with the bringing of such an action, including reasonable attorney fees and court costs, as the same may be determined by the court.

4. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. All signatures of the Parties to this Agreement may be provided or executed by manual, facsimile or electronic signatures, which shall expressly include images of manually executed signatures transmitted by facsimile or any other electronic format (including, without limitation, "pdf", "tif" or "jpg"), each of which will for all purposes be deemed to be the original signature of such Party whose signature it reproduces, and will be binding upon such Party.

5. This Agreement and the schedules and exhibits attached hereto constitute the sole and complete agreement and understanding of the Parties hereto with respect to the rights granted herein and supersede all prior written or oral agreements and understandings with respect to the rights granted herein.

[Landlord]

By: _____

Abundant Solar Power, Inc. (SUNN 1020 LLC)

By: _____

[TOWNSHIP]

By: _____

Exhibit E

SUMMARY OF DECOMMISSIONING FUND

A decommissioning fund to guarantee that monies are available to perform the facility decommissioning will be created. The funds will be established as a bond, and will remain available to the Municipality to perform the decommissioning if needed. At the start of construction a bond will be established in the total amount of the project's 30-year maturity with a 2.5% inflation rate. The landowner may choose to keep the trees or road following the decommissioning of the site with the written approval from the Town. The bond shall be in place for the full life of the project (30 years).

YEAR	BOND VALUE
1	$ 117,000
2	$ 119,925
3	$ 122,923
4	$ 125,996
5	$ 129,146
6	$ 132,375
7	$ 135,684
8	$ 139,076
9	$ 142,553
10	$ 146,117
11	$ 149,770
12	$ 153,514
13	$ 157,352
14	$ 161,286
15	$ 165,318
16	$ 169,451
17	$ 173,687
18	$ 178,029
19	$ 182,480

YEAR	BOND VALUE
20	$ 187,042
21	$ 191,718
22	$ 196,511
23	$ 201,424
24	$ 206,459
25	$ 211,621
26	$ 216,911
27	$ 222,334
28	$ 227,893
29	$ 233,590
30	$ 239,430