

EXHIBIT I

OPERATING PERIOD RENT ADJUSTMENT

The Parties acknowledge and agree that the anticipated Operating Period Rent as set forth in Section 3.1(c) of the Agreement (1) has been determined and agreed based on the assumptions set forth and described in this **Exhibit I** (each, an "*Assumption*"), and (2) such anticipated Operating Period Rent shall be subject to adjustment upon occurrence of each of the events, as set forth and described in this **Exhibit I** (each, a "*Change in Assumption*").

If any Change in Assumption occurs, then Tenant shall provide written notice to Landlord describing the occurrence of the Change in Assumption, together with such documentation or other evidence as is reasonably necessary to confirm such Change in Assumption, and Tenant's calculation of the adjusted Operating Period Rent, each in accordance with this **Exhibit I**. Such adjustment to the Operating Period Rent shall be effective upon receipt of such notice by Landlord from Tenant absent a good faith dispute by Landlord delivered to Tenant in writing within thirty (30) days of its receipt of such notice of Change in Assumption. In the event of any good faith dispute of such adjustment to the Operating Period Rent, the Parties shall, within thirty (30) days following receipt by Tenant of Landlord's notice of dispute of such Change in Assumption, meet and attempt in good faith to negotiate resolution of such dispute in accordance with the terms of this Agreement, including without limitation this **Exhibit I**. If the Parties are unable to agree upon such adjustment to the Operating Period Rent within such thirty (30) day period, the Parties shall resolve such dispute in accordance with Section 13.9 of this Agreement.

I. NY-Sun Megawatt Block Credits and NY-Sun Megawatt-Hour Block Credits

Assumption: The System will qualify for the NY-Sun MW Block program at a rate of \$0.40/Wdc, the NY-Sun MW Block Parking Canopy Adder at a rate of \$0.25/Wdc, and the **NY-Sun** MWH Block program at a rate of \$175/kWh. Based on a system size of 4,753 kWdc and an energy storage system size of 15,000 kWh, the total assumed incentive amount is \$5,714,450.

Change in Assumption: In the event there is an upward or downward change in the NY-Sun **MW Block or NY-Sun MW Block Parking Canopy Adder** incentives received for all or any part of the System from the assumption set forth above, the Operating Period Rent will be increased or decreased to account for such change by an annual amount of \$1,200 for every \$10,000 of NY-Sun **MW Block or NY-Sun MW Block Parking Canopy Adder** incentive received above or below the assumed incentive amount set forth above.

In the event there is an upward or downward change in the NY-Sun MWH Block incentive received for all or any part of the System from the assumption set forth above, the Operating Period Rent will be increased or decreased to account for such change by an annual amount of \$600 for every \$10,000 of NY-Sun MWH Block incentive received above or below the assumed incentive amount set forth above.

II. Interconnection

Assumption: System interconnection cost will equal \$475,300 (\$0.10/Wdc).

Change in Assumption: In the event there is a material increase or decrease in the cost to interconnect the System from the assumption set forth above, the Parties agree that the Operating

Period Rent shall be adjusted upward to account for a decrease in interconnection costs or downward to account for an increase in interconnection costs, in each case, by an annual amount of \$8,500 for each \$47,530 increase or decrease in interconnection cost.

III. Contaminated Soil Removal.

Assumption: \$0-150,000 liability in respect of the removal of contaminated soil contemplated under Section 9.1(bc)(ii).

Change in Assumption: In the event that Tenant discovers contaminated soil and is required to remove such soil pursuant to Section 9.1(bc)(ii) and the costs of such removal exceed \$150,000, Tenant shall provide Landlord with evidence of the difference in cost between removing contaminated soil and the cost of removing uncontaminated soil, and Tenant shall receive a credit against Operating Rent for such ~~additional~~ costs that exceed \$150,000, which credit shall be applied on a monthly basis commencing on the first month that Operating Rent is due until it is exhausted. Tenant shall obtain three (3) quotes for such removal. Tenant shall select the party to remove the contaminated soil, and shall notify Landlord of its decision, based on a reasonable determination of various factors, which may include, without limitation, price, reputation, experience and insurance coverage.

[end of Exhibit I]