EXHIBIT "B"

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered is entered into this ____ day of _____(the "Effective Date") by and between the City of Lemoore, a California municipal corporation, having an address of 119 Fox Street, Lemoore, California 93245 ("Landlord" or "City") and ImMODO California 1 LLC, a California limited liability corporation, having an address at 600 South Meyer Avenue, Ste 110, Tucson, AZ 85701, its successors or assigns, ("Tenant" or "ImMODO") (collectively, the "Parties"). Landlord represents it has sole and exclusive authority for all matters concerning the Property, as defined below, and sole and exclusive authority to enter into this Lease.

RECITALS

WHEREAS, Landlord owns a parcel of land consisting of approximately 84 acres in the Lemoore Industrial Park and bearing an Assessor Parcel Number (APN) 024-051-031 (the "Parcel"), and

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord a portion of the Parcel, together with any appurtenant rights and easements to the extent they exist (the "Property") subject to the terms and conditions stated herein. The Property will bear a legal description, to be prepared at Tenant's expense, set forth in Exhibit 1 attached hereto and incorporated herein by reference; and

WHEREAS, the Property will consist of approximately 20 to 35 acres to be determined when the legal description is prepared as set forth in Exhibit 1; and

WHEREAS, the Tenant has exercised its Option rights pursuant to the Option to Lease Agreement to which the Lease Agreement was attached as Exhibit "B"; and

WHEREAS, it is anticipated, though not a condition of the Lease, that the Lease improvements will create approximately forty to fifty jobs during construction; and

WHEREAS, after construction, it is anticipated that three to four full time jobs and three to four part time jobs will be created.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the rent to be paid, and other good and valuable consideration, the legal sufficiency of which is hereby acknowledged by the Parties hereto, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property pursuant to the terms and conditions set forth herein.

ARTICLE 1 -PERMITTED USE

1.1 During the Term, Tenant shall use the Property for any lawful purpose related to photovoltaic solar energy generation, transmission and related purposes and the construction, re-construction, operation, maintenance, repair, expansion and removal of a photovoltaic/ground mounted solar ray system ("System") and all other lawful activities related thereto (the "Permitted Use"). Tenant has the right to evaluate, conduct and perform field inspections, invasive soil and water testing, environmental

audits, engineering and boundary surveys, topographical, structural and geo-technical tests, and such other tests and inspections as Tenant may deem necessary or desirable. The Property shall not be used in such manner as to violate any applicable Federal, State, or local laws, regulations, codes, or ordinances. Tenant shall comply at all times with all Federal, State, and local laws, regulations, codes, and ordinances that are applicable to Tenant's development, and use of the Property and the construction, operation, and maintenance of the System.

ARTICLE 2 - TERM

2.1 Term. The Lease's "Initial Term" shall commence on the Effective Date and continue for a term of 25 years and shall automatically expire, unless extended as set forth herein, on the last day of the month that is 25 years after the Effective Date. The term "Lease Year" shall mean the following: the first Lease Year shall be the period commencing with the Effective Date and expiring on the last day of the twelfth (12th) full calendar month thereafter, and each subsequent Lease Year during the Lease Term shall be the full twelve (12) month period following the expiration date of the immediately preceding Lease Year. If Tenant is not in default and desires an additional term of ten (10) years (the "Additional Term"), and provided the City consents in writing in its sole discretion, the Tenant shall give written notice to the City, pursuant to Article 16, at least six (6) months prior to the end of the Initial Term. Unless otherwise agreed by the Parties, the terms and conditions of this Lease shall remain the same. For ease of reference, the Initial Term and Additional Term shall be referred to collectively as the "Term."

2.2 Early Termination by Tenant. Tenant may unilaterally terminate this Lease for convenience, at any time, for any reason or no reason, with at least one (1) year written notice to the Landlord. Such written notice shall set forth the effective termination date, which shall be not less than one (1) year after the day on which such termination notice is received by Landlord. In the event Tenant terminates the Lease, Landlord shall be entitled to retain all payments it has then received as liquidated damages for the early termination on the basis that actual damages are difficult to ascertain and that the amount is reasonable under the circumstances to compensate the City. If Tenant elects to terminate this Lease, Tenant shall, at its sole cost and expense, subject to Article 13, remove all of its equipment, collectively referred to as the System, and any materials or rubbish incidental to its use, surrender the Property and shall make commercially reasonable efforts to restore the Property to substantially the same condition in which it existed on the Effective Date, reasonable wear and tear and damage by casualty or other causes beyond Tenant's reasonable control excepted, and shall thereafter be released from any further liability under this Lease.

ARTICLE 3 - RENT

3.1 Annual Rent; Payment. Beginning on the Effective Date and for the first five (5) years of the Term, Tenant shall pay to Landlord an annual rent ("Annual Rent") equivalent to one thousand dollars ($1,000.00) per acre, including any portion of an acre thereof if the total acreage is not an even number, at the commencement of each Lease Year.

3.2 Adjustment Every 5-Years. The Annual Rent shall be adjusted at the end of the first five (5) years of the Term and every five (5) years thereafter. The rent adjustment ("Rent Adjustment") shall be calculated by adding five percent (5%) of the Annual Rent to the prior Annual Rent. Accordingly, after the first five (5) years, the Annual Rent shall be increased by five percent (5%). At year ten (10) the Rent

Adjustment shall be increased by an additional five percent (5%) to the previous Annual Rent which was incrementally increased by five percent (5%) and so forth.

3.3 Method of Payment. Tenant shall make payments by wire transfer, or by check, in a lump sum as set forth in section 3.1 and as adjusted pursuant to section 3.2.

3.4 Interest. Any Annual Rent, including Rent Adjustment (collectively, "Rent") that is not paid to Landlord within thirty (30) days at the commencement of each Lease Year (the "Due Date") shall bear interest at the rate of six percent (6%) per Lease Year until paid. Nothing herein shall be deemed a waiver of the Landlord's remedies pursuant to Article 12.

3.5 No Broker. Each Party represents and warrants that no broker was used by either Party in connection with the transaction that is the subject of this Lease, and each Party agrees to indemnify the other Party against any and all losses, claims, or damages incurred due to a breach of the foregoing representation and warranty.

ARTICLE 4 - TAXES AND UTILITY CHARGES

4.1 Real Property Taxes and Assessments; Possessory Interest Taxes. Landlord is responsible for any real property taxes and assessments, to the extent levied against the Property. However, Tenant shall be responsible to pay any possessory interest tax for private use of the City's tax exempt Property by this Lease.

4.2 Personal Property Taxes. Tenant shall pay directly to the taxing authority all personal property taxes and assessments, or installments thereof, which are levied, assessed, charged or imposed on or against the personal property of Tenant which is on the Property during the Term.

4.3 Utilities; Services. Tenant shall make arrangements for obtaining and, during the Term, shall pay for all utilities and services furnished to, or to be used on behalf of Tenant on the Property. Landlord shall cooperate with Tenant and will allow a third-party service provider, with the required permits from governmental agencies, to install, operate, maintain a data, telecommunication or fiber optic line and such other lines as required to support of the System and Tenant's business operations on the Property, as determined in Tenant's sole discretion.

ARTICLE 5 - ACCESS TO PROPERTY

5.1 Tenant Access to Property. During the Term, Tenant and Tenant's employees, agents, representatives, contractors, and vendors shall have access to the Property twenty-four (24) hours a day, seven (7) days a week, at no additional charge. In connection with Tenant's access, construction, and use of the Property, including, without limitation, access to electrical distribution or transmission facilities, Tenant and Tenant's employees, agents, representatives, contractors, and vendors shall have access to public road(s) maintained by State or local government authorities.

5.2 Landlord Access to Property. Landlord may enter the Property at all reasonable times, after not less than forty-eight (48) hours prior written notice (unless in the event of an emergency) to inspect the

same to the extent reasonably required. A Tenant representative shall accompany Landlord during its entry to the Property at all times. Notwithstanding the foregoing, Tenant shall in no event be restricted from installing gates, locks or other devices or systems, including without limitation alarm systems, which would in any way restrict access to the Property.

ARTICLE 6 - CONSTRUCTION OF SOLAR FACILITY; REPAIRS AND MAINTENANCE; ALTERATIONS AND IMPROVEMENTS AND REMOVAL

6.1. Construction of the System. Tenant, at Tenant's sole option, cost and expense, may construct or cause to be constructed on the Property the System, as well as any and all appurtenant facilities and equipment necessary, in Tenant's sole and absolute discretion, for the operation thereof, including without limitation, transmission and distribution lines or conduits.

6.2 Approvals. At any time and from time to time during the Term, Landlord agrees to cooperate with Tenant, at no out of pocket expense to Landlord, in making application for and obtaining all licenses, permits and any and all other necessary approvals ("Approvals") that may be required for Tenant's Permitted Use of the Property. This shall include, but shall not be limited to, making joint filings for approvals and taking any other actions reasonably necessary, at Tenant's sole cost.

6.3 Alterations and Improvements. Tenant shall have the right, at any time and from time to time during the Term, at its sole cost and expense, to (a) make additions, changes, alterations, or improvements, structural or otherwise, to the System; and (b) demolish and remove the System or any other structures hereafter located on the Property.

6.4 Removal of System. Except as specifically provided herein, the removal of the System from the Property by Tenant shall not terminate the Lease and shall not abate the obligation to pay Rent.

6.5 Title to the System. At all times while this Lease is in force and effect, all rights to, title to and possession of the System (including without limitation to all additions, alterations, and improvements thereto or replacements thereof, all appurtenant fixtures, machinery and equipment installed therein), all renewable energy produced by the System, all "Environmental Attributes" and all "Solar Incentives" belong solely to Tenant and shall remain the personal property of Tenant and shall not attach to or be deemed a part of, or fixture to, the Property. The System is an integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices, interconnection equipment, wiring, poles, ground mounted solar rays and conduits. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code, as adopted in the State in which the Property is located. "Environmental Attributes" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products. "Solar Incentives" includes, without limitation, any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies.

6.6 Landlord Not Obligated to Make Improvements. Landlord shall not interfere with Tenant's use, operation and maintenance of the System in any way, and shall in no event make or be obligated to make any repairs, improvements, alterations, replacements or renewals of any kind, nature or description whatsoever to the System.

6.7 Construction Period; Condition Subsequent. ImMOTO conducted its due diligence during the Option prior to electing to enter into the Lease. As a condition subsequent to the continuation of the Lease Term, ImMOTO shall have eighteen (18) months within which to commence and complete construction of the System. If ImMOTO is diligently pursuing construction at the end of the eighteen (18) month period, ImMOTO shall have an additional six (6) months to complete all improvements in order to operate the System. There shall be no abatement or nonpayment of Rent during the construction period. Failure to complete construction within twenty-four (24) months shall constitute a default and entitle the City to terminate the Lease.

ARTICLE 7 - LIENS

7.1 Landlord Liens. Landlord shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the System the Lease or any interest therein. If, because of any act or omission of Landlord, any mechanics' or other lien or order for the payment of money shall be filed against the Property (whether or not such lien or order is valid or enforceable as such), Landlord shall, at Landlord's own cost and expense, shall within fifteen (15) days cause the same to be canceled and discharged of record or insured against by an insurance company or bonded by a surety company. If Landlord shall fail to discharge any such mechanics' or materialmen's lien within the fifteen (15)-day period provided for above, Tenant may, at its option, discharge such lien and treat the cost thereof (including reasonable attorneys' fees incurred in connection therewith) as a Rent credit against the next installment of Rent falling due; it being expressly agreed that such discharge by Tenant shall not be deemed to waive or release the default of Landlord in not discharging such lien.

7.2 Waiver of Landlord's Lien. Landlord acknowledges that Tenant has entered into, or will enter into, a financing arrangement which may include promissory notes and financial and security agreements for the financing of the System, as collateral, with a third party financing entity (and may in the future enter into additional financing arrangements with other entities) ("Tenant Financing"). In connection therewith, Landlord (i) hereby consents to the Tenant Financing; (ii) disclaims any interest in the System, as fixtures or otherwise; (iii) agrees that the System is exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such System may be removed at any time without recourse to legal proceedings, and (iv) shall take no action to impede or interfere with a third-party financing entity enforcing its rights pursuant to its agreements with Tenant. Nothing herein shall otherwise affect the rights and remedies of the Landlord including liquidated damages as set forth in section 2.2.

7.3 Mechanics' Liens. Tenant shall not suffer or permit any mechanics' or other liens to be recorded or filed against the Property or against the interest therein of Landlord. If, because of any act or omission of Tenant, any mechanics' or other lien or order for the payment of money shall be filed against the Property or against Landlord (whether or not such lien or order is valid or enforceable as such), Tenant shall, at Tenant's own cost and expense, forthwith use commercially reasonable efforts to cause the same to be canceled and discharged of record or insured against by an insurance company or bonded by a surety company in the event Tenant elects to contest the validity thereof. Subject to the foregoing, Tenant shall have the right, at its own expense, to contest all such liens and orders.

ARTICLE 8 - INDEMNIFICATION

8.1 Indemnification by Tenant. Tenant shall indemnify, defend and hold harmless Landlord, and Landlord's partners, directors, officers, agents and employees, successors and assigns, against all claims, losses, liabilities, damages, costs (including without limitation attorneys' fees), and expenses arising from Tenant's breach of any term or condition of this Lease or from the negligence or willful misconduct of Tenant or its agents, employees or contractors in or about the Property.

8.2 Indemnification by Landlord. Landlord shall indemnify, defend and hold harmless Tenant, and Tenant's partners, directors, officers, agents and employees, successors and assigns, against all claims, losses, liabilities, damages, costs (including without limitation attorneys' fees), and expenses arising from Landlord's willful negligence or willful misconduct of Landlord or its agents, employees or contractors in or about the Property.

ARTICLE 9 - CONDEMNATION AND DESTRUCTION OF PROPERTY

9.1 Complete Taking. If, at any time during the Term, the Property is taken for any lawful power or authority by the exercise of the right of condemnation or eminent domain, including any such taking by "inverse condemnation" then this Lease shall terminate. If this Lease terminates, it shall terminate as of the earlier of the date that title vests in the condemnor or the date that the condemnor takes possession of the property so taken ("Date of Taking"). In such event, Rent and all other charges payable hereunder shall be prorated and paid to the date of termination.

9.2 Partial Taking. If, at any time during the Term, a portion of the Property, or other access way which is reasonably necessary for access to the Property, is taken for the purposes set forth in this Article, and such taking materially affects the operation of the System on the Property, Tenant shall have the right to terminate this Lease. If Tenant so elects to terminate this Lease, Tenant shall give written notice of such termination to Landlord within ninety (90) days after the date of Tenant's receipt of notice of such taking. Such notice shall state the effective termination date which shall be determined by Tenant. In such event, Rent and all other charges payable hereunder shall be prorated and paid to the effective termination date.

9.3 Non-Allocation of Condemnation Award. Except as to the System, Tenant shall not have any right, title or interest to a condemnation award based upon the Lease.

ARTICLE 10 - BANKRUPTCY

10.1 If, at any time during the Term, bankruptcy, insolvency or other similar proceedings shall be instituted by or against either party (the "Bankrupt Party"), whether or not such proceedings result in an adjudication against the Bankrupt Party, or should a receiver of the business or assets of the Bankrupt Party be appointed, such proceedings or adjudication shall not affect the validity of this Lease so long as the other party does not exercise its right to terminate this Lease and the rent and other amounts owing hereunder continue to be paid when due, and the other terms, covenants and conditions of this Lease on the part of the Bankrupt Party to be performed are performed, and in such event this Lease shall remain in full force and effect in accordance with its terms.

ARTICLE 11 - ASSIGNMENT

11.1 ImMODO may assign the entire Lease ("Assignment"), with the express prior written consent of Landlord, which consent shall not be unreasonably withheld. Landlord shall have thirty (30) days within which to approve or disapprove any assignment requiring Landlord's approval as set forth herein, and the failure of Landlord to approve or disapprove within said period shall be deemed a disapproval of the assignment. Any such assignment may be denied by the Landlord unless it is established that ImMODO's successor has the equivalent or superior qualifications, experience, and assets as ImMODO and ImMODO is not in breach of the Lease. Any successor in interest shall assume all of the rights, duties and obligations of the Lease. Notwithstanding the foregoing, ImMODO may, without the prior consent of Landlord, assign this Lease to any other company directly or indirectly controlling, controlled by or under common control with ImMODO or to an affiliate, subsidiary or parent of ImMODO or a subsidiary or affiliate of ImMODO's parent. ImMODO may not sublease any portion of the Lease.

Any Assignment by Tenant without any required prior written consent of Landlord shall not release Tenant of its obligations hereunder and shall not relieve Tenant of all future performance, liabilities, and obligations under this Lease. Any permitted Assignment shall relieve Tenant of all future performance, liabilities, and obligations under this Lease provided Tenant is not in default.

ARTICLE 12 – TENANT'S EVENTS OF DEFAULT; REMEDIES

12.1 Tenant's Events of Default. The occurrence of any one or more of the following events (in this Article sometimes called an "Event of Default") shall constitute a default and breach of this Lease:

a. Tenant's failure to pay any monetary obligation required to be paid and such failure shall continue for a period of thirty (30) days after written notice that the same is due and payable.

b. Tenant's breach of any material non-monetary obligation, covenant or representation or warranty under this Lease for a period of twenty (20) days after written notice of breach; provided that if more time is required to complete such performance, Parties commence such performance within the twenty (20)-day period and thereafter diligently pursue its completion without interruptions.

12.2 Landlord's Remedies in the Event of a Tenant's Default.

Where Tenant fails to cure an Event of Default, Landlord shall be entitled to terminate the Lease and retain the Rent payments, as it has then received, as liquidated damages as described in section2.2 for such Event of Default. The Parties agree that it would be impractical and/or extremely difficult to ascertain the actual damages that would be suffered by Landlord as a result of any such Event of Default by Tenant, and that under the circumstances existing as of the date of this Lease, the liquidated damages provided for in this section represent a reasonable estimate of the damages which Landlord will incur as a result of any such Event of Default by Tenant. In addition, if Tenant does not remove the System, Landlord shall be entitled to additional damages equal to the cost of the removal of the System and remediation of the Property.

ARTICLE 13 - SURRENDER OF THE PROPERTY; REMOVAL OF THE SYSTEM

13.1 Surrender of the Property. At the expiration or termination of the Lease, pursuant to the provisions hereof, Tenant shall quit and surrender the Property to Landlord in good order, condition and repair in accordance with the provisions of this Article. Tenant shall remove the System and restore the Property at Tenant's sole cost and expense.

13.2 Removal of System. On a mutually convenient date, but in no case later than ninety (90) days after the termination of the Lease, Tenant shall remove from the Property the System (including all additions, alterations, and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein), and shall make commercially reasonable efforts to restore the Property to substantially the condition in which it existed upon start of construction, reasonable wear and tear and loss by casualty or other causes beyond Tenant's reasonable control excepted.

13.3 Failure to Remove the System and Restore the Property. If Tenant fails to comply with Section 13.1 or 13.2, Landlord shall have the right to remove the System and to restore the Property and to charge the Tenant for all costs and expenses incurred and which should have been performed by the Tenant. To the extent there are no superior rights of creditors with priority under the California Commercial Code, Landlord shall have the right to take possession of the System and to dispose of the System in a reasonably commercial manner and to credit any such proceeds against any costs and expenses incurred by the Landlord pursuant to this Section in addition to liquidated damages.

ARTICLE 14 - QUIET USE AND ENJOYMENT

14.1 Covenant of Quiet Enjoyment. Landlord hereby covenants and agrees that Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Property without any hindrance from Landlord or any person or persons lawfully claiming the Property.

14.2 Right to Possession. Landlord covenants, warrants and represents that Landlord alone has the full right to lease the Property, has rights of access thereto from the nearest public roadway, which Tenant is legally permitted to use and the Property and access rights are free and clear of all liens, encumbrances and restrictions and that possession of the Property will be delivered to Tenant as of the Effective Date, subject to the terms and conditions of this Lease. ImMODO shall have the right to access the Property from 19th Avenue by way of the approximate 84' dirt corridor south of the Olam Property. If Tenant desires to improve the dirt corridor for the Permitted Use, Tenant shall do so at its expense. Any plans or specifications for the improvements shall be approved by the Landlord. ImMODO shall have the right of access as long as the Lease remains in effect as a private right of access which shall not be used for any other purpose except as set forth in this Lease.

14.3 Easement for Sunlight. Landlord will take all commercially reasonable actions, as necessary, to prevent other buildings, structures or flora located on the Property (and Landlord will, at Tenant's cost, join with Tenant in action to prevent buildings, structures or flora located on contiguous properties) from overshadowing or otherwise blocking or interfering with access of sunlight to the System, including but not limited to such actions as may be reasonably necessary to obtain solar access easement for such purpose. Landlord shall not place any buildings or other structures on (i) the Property or (ii) contiguous land that is or maybe controlled by Landlord, or Landlord affiliate, or that Landlord may acquire, which

does or may overshadow or otherwise block or interfere with access of sunlight to the System. Tenant shall have the right to enter any contiguous land owned by Landlord and remove or trim any flora (in accordance with governmental regulations) which overshadows or otherwise blocks access of sunlight to the System at Tenant's expense.

14.4 Landlord's Default. Landlord shall be in default if it breaches the provisions of Article 14. Tenant shall give notice to Landlord of any claimed breach. Landlord shall cure any breach that has occurred within thirty (30) days unless the breach is unable to be cured within such period and provided that Landlord diligently pursues curing the default. In the event Landlord fails to cure the default, Tenant shall have the remedy to terminate the Lease and to recover any Rent for that portion of the year the Tenant has vacated the Property and for any cost to remove the System. It shall be the exclusive remedy of Tenant in the event of Landlord's breach.

ARTICLE 15 - TRADE FIXTURES

15.1 Anything contained in this Lease to the contrary notwithstanding, Landlord acknowledges, consents and agrees that all fixtures and equipment which are installed or placed in, on or about the System or other parts of the Property by Tenant (collectively the "Trade Fixtures"), whether affixed to the Property or otherwise, shall be and at all times remain the property of Tenant. Tenant may remove its Trade Fixtures at any time during the Term or upon the expiration or sooner termination of this Lease. A third-party financing entity of Tenant, including a financing entity under a sale/leaseback arrangement, may also remove its Collateral at any time.

ARTICLE 16 - NOTICES AND DEMANDS

16.1 Notice to Landlord. Notices to Landlord and Rent shall be delivered to:

The City of Lemoore
119 Fox Street
Lemoore, CA 93245
Attn: City Manager
Phone: (559) 924-6700
Facsimile: (559) 924-9003

or at such other address as shall be designated by Landlord in writing by notice to Tenant.

16.2 Notice to Tenant. Notices to Tenant shall be delivered to:

TENANT
ImMODO California 1 LLC
600 South Meyer Avenue, Suite 110
Tucson, AZ 85701
Attention: VP Operations

or at such other address as shall be designated by Tenant in writing by notice to Landlord.

16.3 Notice. Unless otherwise provided for herein any notice provided for in this Lease shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, with return receipt requested, or by

commercial overnight delivery service and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, and on the business day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) business days after deposit in the mail when sent by U.S. mail.

ARTICLE 17 - BROKERAGE

17.1 Landlord has not engaged any real estate broker or any person to whom it owes a finder's fee. To the extent Tenant has engaged any real estate consultant, it shall be solely responsible for any fees or commissions it has incurred.

ARTICLE 18 - FORCE MAJEURE

18.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Lease, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, Force Majeure Event shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, excessive snowfall, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of a Party or as a result of such Party's failure to comply with a collective bargaining Lease); and (v) action by a governmental authority causing a moratorium on any activities related to the Lease.

A Force Majeure Event shall not be based on the economic hardship of either Party.

18.2 Excused Performance. Except as otherwise specifically provided in the Lease, neither Party shall be considered in breach of the Lease or liable for any delay or failure to comply with the Lease (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 19 shall immediately: (i) notify the other Party in writing of the existence of the Force Majeure Event; (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

ARTICLE 19 - INSURANCE

19.1 Insurance Coverages. Tenant shall maintain during the Term of this Lease, with Landlord named as additional insured therein as its interest may appear, for the duration of this Lease the insurance coverage outlined in (1) through (3) below, and all such other insurance as reasonably required by the Landlord. Evidence of coverage will be provided to Landlord on an annual basis, prior to policy expiration (or Tenant may alternatively elect to provide Landlord with a blanket "additional insured" endorsement form that does not require annual renewals), via a Commercial General Liability insurance applying to the use and occupancy of the Property, and the business operated by Tenant thereon in the following amounts:

(1) Commercial General Liability Limits
2,000,000 General Aggregate
1,000,000 Products & Completed Operations Aggregate
1,000,000 Each occurrence
1,000,000 Personal Injury (Advertising Injury excluded)
50,000 Fire Damage, Any One Fire
5,000 Medical Payments, Each Person
(2) Excess Liability Limits
1,000,000 Each occurrence
1,000,000 Aggregate
(3) Standard for property insurance ("All Risk" coverage) equal to at least 90% of the replacement cost covering the Generating Facility, and all other improvements placed by Tenant on the Property.

Any policy or policies of worker's compensation, extended coverage or similar casualty insurance, which either Party obtains in connection with the Property, shall include a clause or endorsement denying the insurer any rights of subrogation against the other Party to the extent the insured Party has waived rights of recovery against such other Party prior to the occurrence of injury or loss. Tenant and Landlord waive any rights of recovery against the other for injury or loss due to hazards covered by insurance obtained under this Lease. Within thirty (30) days after execution of all conditions precedent requirements listed in Section 2(d) of this Lease, except as provided in Section 3(b), and upon Landlord's request annually thereafter, Tenant shall deliver to Landlord true and correct copies of all certificates of insurance evidencing such coverage. These certificates shall specify that Landlord shall be given at least thirty (30) days prior written notice by the insurer in the event of any material modification, cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Landlord. Should any such policy of insurance be cancelled or changed, Tenant agrees to immediately provide Landlord true and correct copies of all new or revised certificates of insurance. Nothing herein shall limit the indemnification provisions set forth in Article 8.

ARTICLE 20 - REPRESENTATIONS

20.1 Landlord Representations. Tenant is relying upon its own due diligence studies conducted under the Option to Lease Agreement in its determination of whether to enter into this Lease. Accordingly, Landlord represents and warrants the following:

a. Other than Landlord, there are no other persons or entities having legal or beneficial title or Landlord interests or possessor rights to the Property. Landlord has the full legal right, power and authority, without the consent of additional parties or party, to enter into this Lease and to perform, its obligations hereunder and the execution and delivery of this Lease and the consummation of all transactions contemplated hereby have been duly authorized and will not result in a breach or violation of, or a default under, any lease (or other document) by which Landlord or its properties are bound, or any law, administrative regulation, or court decree in a manner which could materially and adversely affect the rights of Landlord hereunder. The person executing this Lease on behalf of Landlord has full power

and authority to bind Landlord to the obligations of Landlord set forth herein, and upon execution and delivery of the same, this Lease will constitute valid and binding instruments enforceable in accordance with their terms. The entry into and performance of Landlord's obligations under this Lease will not violate or result in a breach of any contract or agreement by which Landlord is bound, the consequence of which violation would be to prevent the performance of Landlord's obligations under this Lease. No consent of any other party is required for the performance by Landlord of its obligations hereunder.

b. Landlord is a California municipal corporation duly formed and validly existing under the laws of the State of California. There is no litigation or injunctive action or proceeding pending or, to the best of Landlord's knowledge, threatened against Landlord which would prevent the performance of Landlord's obligations under this Lease.

c. Landlord is not bankrupt or insolvent under any applicable federal or state standard, and Landlord has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary applicable of any applicable bankruptcy or creditor protection statute.

d. Landlord (i) has not received notice of or been served with any pending or threatened litigation, condemnation, foreclosure, or sale in lieu thereof with respect to any portion of the Property relating to or arising out of the Landlord's ownership of the Property by any person, company or governmental instrumentality; and (ii) the Property has lawful and valid access as set forth in section 2.b. Tenant has satisfied itself as to the suitability of the Property for the System.

Without warranty, guarantee or covenant, Landlord believes, to the best of its knowledge, that:

e. No underground storage tanks for petroleum or any other substance, or underground piping or conduits are or have previously been located on the Property, and no asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other Hazardous Materials have been placed on or in any structure on the Property by Landlord or, to the knowledge of Landlord, by any prior Landlord or user of the Property, and there have been no release of or contamination by Hazardous Materials on the Property. Landlord has offered to provide Tenant with all environmental studies, records and reports in its possession or control conducted by independent contractors, or Landlord and all correspondence with any governmental entities concerning environmental conditions of the Property, or which identify underground storage tanks or otherwise relate to contamination of the soil or groundwater of the Property or effluent into the air. As used herein, "Hazardous Materials" means any substance designated as being under any applicable federal, state or local statutes, ordinances, codes, regulations, decrees, orders, laws, rulings, judgment, or other governmental or judicial requirements.

f. Landlord has no current knowledge: (i) that any of the Property is within any area determined to be flood prone or within a flood zone under Federal designation; (ii) of the severance of any mineral rights and access rights related thereto; or (iii) of the existence of any archeological materials, graves, burial sites, buildings, foundations, wetlands or endangered or protected species.

20.2. Tenant's Representations.

Tenant hereby represents, warrants, agrees and covenants to Landlord that to the best of its knowledge:

a. Tenant is a limited liability company duly formed, validly existing in California and is in good standing with the State of California. Tenant has the full legal right, power and authority, without the consent of additional parties or party, to enter into this Lease and to perform, its obligations hereunder and the execution and delivery of this Lease and the consummation of all transactions contemplated hereby have been duly authorized.

b. Tenant is not bankrupt or insolvent under any applicable federal or state standard, and Tenant has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary applicable of any applicable bankruptcy or creditor protection statute.

c. Tenant shall, at all times, conduct its activities at the Property in a lawful manner and in compliance with all laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits and licenses which now or at any time hereafter may be applicable to the Property, or any part thereof, any of the adjoining sidewalks, streets or ways, any condition of the Property, or any part thereof, or the operation or use of the Property, or any part thereof (collectively, the "Legal Requirements").

ARTICLE 22 - GENERAL PROVISIONS

21.1 Binding on Successors. This Lease, and the rights and obligations of the Parties hereto, shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, executors, administrators, and assigns.

21.2 Severability. If any provision of this Lease shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Lease shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

21.3 Entire Agreement. This Lease constitutes the entire agreement between the Parties pertaining to the subject matter hereof and shall supersede all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written. The foregoing sentence shall in no way affect the validity of any instrument executed by the Parties in the form of the exhibits attached to this Lease. This Lease shall not be modified or amended unless such modification and/or amendment is in writing and signed by both Parties.

21.4 Recitals and Captions. The captions used in this Lease are inserted as a matter of convenience only, and in no way define, limit or describe the scope of this Lease or the intentions of the Parties hereto, and shall not in any way affect the interpretation or construction of this Lease. The Recitals set forth above are hereby incorporated and made pat of this Lease.

21.5 No Waiver. Any waiver by any Party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any Party. Consent by any Party to any act or omission by another Party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

21.6 Holdover. Tenant shall not have any right to remain on the Property after termination of the Lease either as a holdover tenant or a tenant at sufferance.

21.7 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that in the event of a dispute in connection with this Lease, the courts of Kings County shall have jurisdiction.

21.8 Counterparts; Facsimile Signature. The Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of this Lease, a facsimile or photocopy signature shall be deemed as valid and enforceable as an original.

21.9 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Lease. Landlord agrees to execute such further documentation as may reasonably be requested by a third party providing financing to Tenant. Tenant shall be responsible for any cost associated with the preparation of the legal description for Exhibit 1.

21.10 Memorandum of Lease; Tenant Not in Breach. Without limiting the foregoing, the Parties acknowledge that they are entering into a long-term arrangement in which the cooperation of all of them will be required. The Parties shall agree on a mutually acceptable Memorandum of Lease once a legal description has been prepared for the Property (Exhibit 1). The Memorandum of Lease, when prepared, shall be designated as Exhibit 2. In addition, if requested, Landlord shall attest that the Tenant is in compliance with the Lease and is not in default.

21.11 Property Specific Terms and Conditions. Additional Property specific terms and conditions to the Lease as may be required, shall be included in an exhibit, designated herein as Exhibit 3 when specific terms and conditions are known and agreed to by the City.

21.12 Estoppel Certificates. Each Party agrees that within fifteen (15) days after receipt of a written request from the other party, the recipient of the request ("Recipient") shall execute and deliver to the requesting party a certificate certifying: (a) that this Lease is unmodified and in full force and effect, or, if modified, stating the nature of the modifications and that, as so modified, this Lease is in full force and effect; (b) the date to which the rent and other charges hereunder are paid in advance, if any; (c) the then-scheduled expiration date of the Term; (d) that to Recipient's knowledge, as of the date of the certificate, there are no uncured defaults hereunder on the requesting party's part or specifying such defaults as are claimed by Recipient; and (e) as to such other matters as may be reasonably requested by the requesting party and agreed upon by the Recipient.

21.13 Due Authorization. Each person executing this Lease on behalf of Landlord and Tenant, respectively, warrants and represents that the party for whom he or she is acting has been duly formed, is

in good standing, and has duly authorized the transactions contemplated herein and the execution of this Lease by him or her and that, when so executed, this Lease shall constitute a valid and binding obligation of the party on whose behalf it is so executed.

21.14 Relationship of Parties. Nothing contained in this Lease shall be deemed to create a partnership or joint venture between Landlord and Tenant. Landlord and Tenant's relationship in this Lease shall be deemed to be one of landlord and tenant only.

21.15 Incorporation of Exhibits. All exhibits, once prepared and referenced in this Lease, are hereby incorporated herein as though set forth in full in this Lease itself.

21.16 Construction. The Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing the Lease to be drafted.

21.17 Cooperation. Upon the receipt of any written request from the other Party, each Party shall execute such additional documents (e.g., utility interconnection agreements, permit applications, or other documents or agreements that are reasonably necessary for the construction or operation of the System), instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

LANDLORD:	**TENANT:**
City of Lemoore, a California municipal corporation	ImMODO California 1 LLC, a California limited liability company
By: _____	By: _____
Its: _____	Its: _____

Lease EXHIBIT 1

PROPERTY DESCRIPTION

The final Property description shall be determined during the Lease Option Period which shall be inserted here prior to execution of the Lease.

Lease EXHIBIT 2

MEMORANDUM OF LEASE

Document to be mutually agreed upon

Lease EXHIBIT 3

PROPERTY SPECIFIC TERMS AND CONDITIONS

To be identified as applicable during the lease option period.