

RENEWABLE ENERGY LEASE

Top 10 Issues to Ensure Financeability

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Adequate Assignment Rights

Developer should reserve all rights necessary to grant and assign various interests in and to project property

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SCENARIOS: WHEN IS IT OKAY TO GRANT LANDOWNER CONSENT RIGHTS

- A) Developer assigning its rights to another entity owned by that developer
- B) Developer assigning its rights to a third-party purchaser
- C) Developer assigning or pledging its interests in connection with obtaining financing

ANSWER: NONE OF THE ABOVE!

It is not recommended that a developer agree to provisions requiring consent of landowner prior to developer assigning its rights under the site control agreement

RIGHT TO CURE

Developer should ensure agreements provide for right to cure in cases of both monetary and non-monetary default

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QUESTION: WHO SHOULD HAVE THE RIGHT TO CURE?

- A) Developer
- B) Future purchaser of developer's project
- C) Mortgagee of developer

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