

# 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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