

of significant cultural or scientific value. Any decision as to proper mitigation measures will be made by the GRANTOR after consulting with the GRANTEE.

- B. GRANTOR and GRANTEE shall discuss in good faith the impact on GRANTEE's performance obligations resulting from compliance with this Section 27 (Cultural Resources) and shall equally share costs associated with the identification, removal and/or disposition of archaeological artifacts. Recognizing that there may be some archeological artifacts that could be uncovered, the GRANTEE could be directed to dispose the artifacts in accordance with Government direction.

28. Nondiscrimination

In the construction, operation, maintenance, and termination of the System authorized by this Easement, the GRANTEE shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. All subcontracts shall include an identical provision.

29. Covenant Against Contingent Fees

GRANTEE warrants that no person or selling agency has been employed or retained to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by GRANTEE for the purpose of securing business. For breach or violation of this warranty, GRANTOR shall have the right to annul this Easement without liability or in its discretion to add to the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practices, and who have not obtained such licenses for the sole purpose of affecting this Easement, may be considered as bona fide employees or agencies within the exception contained in this Section).

30. Officials Not To Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Easement, or to any benefit arising from it. However, this Section does not apply to this Easement to the extent that this Easement is made with a corporation for the corporation's general benefit.

31. Consideration

As good and valuable consideration for GRANTOR providing the Easement to GRANTEE (in accordance with 40 U.S.C. 1314(b)), and as GRANTEE's contributions to GRANTOR for GRANTOR's participation in this project and related solar and other renewable energy research project(s) (in accordance with 42 U.S.C.

7278, 106 Stat. 1315, 1338-39, Sec. 301 of the Energy and Water Development Appropriations Act, 1993) the following shall apply:

- A. The GRANTOR and GRANTEE agree that the Easement fair market value of the Premises for the purpose of this Easement is \$2,400 per acre per year, for each year during the term of this Easement, for each acre of the Premises.
- B. At the time of the execution of this Easement the exact nature of consideration has yet to be determined; however, the approaches for consideration are outlined in the Memorandum of Understanding (Attachment 15) as are the forms of consideration that could be used to compensate the GRANTOR for the Easement and participation in this project.
- C. The Consideration Period (“Consideration Period”) shall begin at the commencement of the construction portion of GRANTEE’s Activities on site (including, but not limited to, clearing and grading of the Site and tree removal) as evidenced by a written Notice of Commencement of On-Site Construction Activities in the form attached hereto as Attachment 19 provided by GRANTEE to GRANTOR and shall end on the 20th anniversary of the date of commencement of full commercial operation of the System, as specified in the written Notice of Commencement of Full Commercial Operation provided by GRANTEE to GRANTOR pursuant to Section 1.A. of the Easement, or such earlier date on which this Easement is terminated in accordance with the provisions of this Easement. If a Force Majeure Event occurs during the Consideration Period which prevents GRANTEE from carrying out any of GRANTEE Activities at the Site, the GRANTEE and BP Solar International Inc. shall be relieved of any obligation to provide any consideration for the period during which such Force Majeure Event exists. No on-site construction activities shall be initiated on the Premises until such time as the Notice of Commencement of On-Site Construction Activities in the form attached hereto as Attachment 19 is provided to GRANTOR. GRANTEE shall pay to GRANTOR for each year, or pro rata portion thereof, during which GRANTEE conducts on-site construction or operation activities.
- D. BP Solar International Inc. and GRANTEE are responsible for providing the consideration in accordance with the Consideration Responsibility Agreement (attached hereto as Attachment 20 (the “Consideration Responsibility Agreement”)) and the Memorandum of Understanding. For purposes of the obligation by GRANTEE to provide consideration pursuant to Section 31 of this Easement, references to GRANTEE shall include BP Solar International Inc.

32. List of Attachments

Attachment 1	Map of the Premises
Attachment 2	Legal Description of the Premises
Attachment 3	Description of GRANTEE’s System
Attachment 4	[RESERVED]

Easement Outgrant
Initials: Mk DM