

NEIGHBOR AGREEMENT

This Neighbor Agreement (the “Agreement”) is made as of this ___ day of _____, 2020 (the “Effective Date”), by and between **WESTERN MUSTANG SOLAR LLC** a Delaware limited liability company (“Western Mustang”) an [REDACTED]

RECITALS

A. Owner owns the residential property [REDACTED]

B. Western Mustang intends to study, develop and use certain property [REDACTED]

[REDACTED] for a solar project (collectively, the “Project”).

C. Owner has agreed to cooperate with Western Mustang’s development, construction, and operation of the Project in accordance with the terms and conditions set forth herein.

D. The Owner is eligible for this Agreement because Western Mustang LLC has determined [REDACTED]

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Cooperation. Owner shall fully support and cooperate with Western Mustang’s development, construction, and operation of the Project, including in Western Mustang’s efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization, or other rights necessary or convenient in connection with the Project. Without limiting the generality of the foregoing, in connection with any application by Western Mustang for a governmental permit, approval, authorization, entitlement or other consent related to the Project, Owner agrees not to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial, or legislative level.

2. Consideration. All terms in this Section 2 shall be subject to Owner complying with this Agreement. Western Mustang shall pay Owner a signing payment of Two Thousand and 00/100 Dollars (\$2,000.00) within 45 days after the Effective Date. Within 45 days of the date when Western Mustang begins construction of vertical improvements for the Project and is diligently pursuing construction of the Project (such date being the “Construction Commencement Date”), Western Mustang shall pay Owner a one-time additional payment of Ten Thousand Dollars and 00/100 (\$10,000.00).

3. Merger. This Agreement, including any exhibits attached hereto, contains the entire agreement between the parties in connection with any matter mentioned or contemplated herein



and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, are merged herein and superseded hereby. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement thereof is sought.

4. Confidentiality. Owner shall hold in confidence all information related to this Agreement and the Project (collectively, the “Confidential Information”). Owner shall not use any such Confidential Information for its own benefit, publish or otherwise disclose such Confidential Information to others, or permit the use of such Confidential Information by others for their benefit or to the detriment of Western Mustang. Owner may disclose Confidential Information to brokers, accountants and attorneys so long as such parties agree to not disclose the Confidential Information.

5. Attorney’s Fees and Costs. Each party shall be responsible for their own costs and attorneys’ fees in the event there is a dispute over this Agreement.

6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

7.

8. Counterparts. It is anticipated that this Agreement will be executed in counterparts. This Agreement will, therefore, be binding upon each of the undersigned upon delivery to counsel for the parties of two or more counterparts bearing all required signatures.

9. Successors and Assigns. All provisions of this Agreement shall be binding upon and inure to the benefit of Western Mustang and Owner, and their respective successors, assigns, heirs, and personal representatives. Western Mustang may freely assign its rights and obligations under this Agreement without Owner’s prior written consent; provided, however, that any such assignee is an owner or operator of the Project.

(Signatures on following page)



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

WESTERN MUSTANG:

WESTERN MUSTANG SOLAR, LLC,
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

