
ONE PAGE · EVERY OUTCOME · EVERY NEXT STEP

Sign / Amend / Walk — Decision Tree

Use this if the negotiation goes sideways

Walk through this at every milestone. Each branch tells you what to do this week, what NOT to do, and who to call. The dollar figures are Monte Carlo expected values (10,000 paths, seed 20260510) — averages across simulated futures, not guarantees on any one outcome.

Starting point

SunVest received the amendment letter (drafted at LEASEBILL_FRENCH_AMENDMENT_REQUEST_DRAFT_2026_05_10.md, sent under dad's attorney's revisions). The clock starts on their response. Five branches from here.

Branch 1a — SunVest accepts all 5 amendments

What it looks like. Bill French replies within roughly 5 to 10 business days saying SunVest's legal team has reviewed and accepts the 5 non-negotiables: tax-reimbursement language, decommissioning bond before construction in surety/LOC form only, assignment threshold raised to \$50M / 100 MW, one-way environmental indemnification, insurance bumped to \$5M / \$10M aggregate plus \$5M environmental policy.

What this means. Expected NPV: \$1.42M. Worst-case path: +\$49K (still positive). The deal is clean.

This week — do.

- Confirm in writing (email) what was accepted, line by line. Memorialize before redlines.
- Send the agreed-to amendment list to dad's attorney for the formal redline draft.
- Sign once the redline matches the agreement. No surprises.
- Schedule the QCELLS marital-status response to Nicholas Gebhart in parallel — close that deal in the same window.

This week — don't.

- Don't sign on a verbal agreement. Wait for the written redline.
- Don't try to extract more after they conceded everything. They moved; honor it.
- Don't tell Bill about your "other offers" once he's already agreed. Posturing after concession is rude and unnecessary.

Who to call. Dad's attorney for the final redline. Steve to coordinate co-signature timing.

Branch 1b — SunVest accepts 4 of the 5

What it looks like. Bill responds accepting most amendments but pushing back on one. The contested item is likely one of: the assignment threshold (\$50M / 100 MW feels high to them), the lender cure cap (60 days is tight for their financing market), or the strict-liability environmental indemnification (they prefer negligence-based).

What this means. Hold on the missing one — which one it is determines the response. The decision matrix:

Contested amendment	Acceptable compromise	Walk if they refuse
Tax reimbursement language	"Primarily caused by, or substantially contributed to by" — still captures partial-cause cases. Rollback taxes stay firm.	They refuse any rollback-tax responsibility.
Decom bond before construction	Phased: 50% at construction kickoff, 50% at substantial completion. Surety/LOC form only — no compromise on form.	They insist on corporate guarantee for any portion.
Assignment threshold \$50M / 100 MW	\$40M / 75 MW with 3-year (not 5-year) joint-and-several.	Below \$30M / 50 MW.
One-way environmental indemnification	Strict liability for CERCLA/RCRA/state environmental statutes; negligence-based for ordinary tort. Survives termination. Dad picks counsel.	They refuse strict liability for CERCLA/RCRA.
Insurance limits	\$3M occurrence / \$6M aggregate floor + \$3M environmental for years 1-10 / \$5M for years 11+. Owner-as-additional-insured-automatically firm.	No environmental policy at all.

This week — do.

- Schedule a 30-minute call with Bill. Voice is faster than email on a single contested item.
- Have dad's attorney on the call if possible; if not, reachable by text.
- Bring the acceptable-compromise position above. Don't improvise.
- Memorialize the call outcome by email same day.

This week — don't.

- Don't refuse to compromise on items the matrix says are compromiseable. The amendments collectively are insurance, not value extraction — losing 10-15% of insurance value to close the deal is fine.
- Don't accept the compromise on the walk-trigger items. Those are non-negotiable for real reasons.

Who to call. Dad's attorney before the call. Bill on the call. Then attorney again for the redline.

Branch 1c — SunVest accepts only 2 or 3 of the 5

What it looks like. Bill comes back with a long email explaining why several amendments are "outside SunVest's standard." Two or three of the protective amendments get conceded; the others get rejected or redirected to weak alternatives.

What this means. They're trying to skim. SunVest's legal team has seen all of these requests in dozens of leases — refusing 2 or 3 of the 5 is a posture, not a hard limit. Push back firmly.

This week — do.

- Get a second attorney opinion if dad's primary attorney isn't an energy-lease specialist. Cost: ~\$500-\$1,500 for a focused review.
- Write a calm response: "Our counsel views these amendments as standard landowner protections that we're not in a position to waive. We're prepared to extend the negotiation if SunVest's legal team needs additional time, but the substantive positions are firm."
- Reference QCELLS explicitly. That deal is real (Nicholas Gebhart is one document away from execution). It's not a bluff.
- Give SunVest 14 calendar days to come back with movement before declaring impasse.

This week — don't.

- Don't accept verbal "we'll address that later" language. If it's not in the redline, it doesn't exist.
- Don't soften the walk-trigger items hoping they'll soften the others. Compromise on compromiseable items, hold the line on walk-triggers.
- Don't bluff about CP Development being "hot." It's parked. Reference it as parallel but not imminent.

Who to call. Dad's primary attorney. A second energy-lease attorney for a focused opinion. Bill once the written response is sent.

Branch 1d — SunVest accepts 0 or 1 of the 5

What it looks like. Bill comes back rejecting most of the amendment package, possibly with a counter-offer of higher rent or a longer initial term in exchange for skipping the protections.

What this means. Walk. This is not a deal that respects the landowner. QCELLS and CP Development are on different parcels — parallel paths, not competing offers. Walking from SunVest does not cost the family the other deals.

Critical: do not accept "more rent in exchange for skipping amendments." Per the Monte Carlo: the amendments are worth \$156K in expected NPV, but more importantly they eliminate the worst-case path from -\$331K to +\$49K — a \$380K swing in the left tail. Trading insurance for \$20K-\$50K/year in extra rent is a bad trade because the insurance protects against catastrophic loss, not because the extra rent is too small. The amendments protect against scenarios that occur in the worst ~5% of simulated futures; the extra rent only matters in the better ~50%. Mathematically and practically, the swap is a losing trade.

This week — do.

- Write a brief, professional response to Bill: "We've reviewed your response with counsel and the protections we requested are standard landowner safeguards we are not in a position to waive. We wish SunVest success on this project and remain open to revisiting if SunVest's position changes."
- Pivot resource to QCELLS — get marital status confirmed to Nicholas Gebhart, get that deal signed.
- Reopen CP Development — call them to confirm whether their offer is still active.
- Tell dad's attorney to keep the file open in case SunVest returns with movement in 30-90 days. Walking is not necessarily permanent.

This week — don't.

- Don't burn the relationship with Bill personally. He's a representative, not the decision-maker. Professional tone preserves the option of a future re-engagement.
- Don't accept any "compromise" that gives more rent for fewer amendments. Decline politely.
- Don't tell QCELLS or CP Development you walked from SunVest. That's their negotiating leverage to use, not yours.

Who to call. Nicholas Gebhart at QCELLS (positive direction). CP Development point of contact (re-engage). Dad's attorney to memorialize the walk in case of future return.

Branch 1e — SunVest silent past 14 days

What it looks like. Two weeks pass after the amendment letter goes out. No response from Bill or anyone at SunVest. No acknowledgment, no out-of-office, no "reviewing with legal."

What this means. Possibly internal review, possibly the project economics shifted, possibly they're shopping a different parcel and using your silence as leverage. Send a follow-up.

Day 14 — do.

- Send a brief follow-up email: "Bill, following up on the amendment request we sent on [date]. Wanted to confirm receipt and check on SunVest's review timeline. Available for a call this week or next if helpful."
- Keep tone neutral. Don't apologize for sending the amendments. Don't threaten to walk.

Day 21 — do (if still silent).

- Send a second follow-up, slightly firmer: "Bill, checking in again on the amendment request. We need to coordinate timing across our three active conversations — open to a quick call to align on SunVest's review status."
- The "three active conversations" reference is real (SunVest + QCELLS + CP Development). It's leverage without being a threat.

Day 30 — do (if still silent).

- Assume SunVest is not actively pursuing the deal. Pivot resource to QCELLS execution and CP Development re-engagement.
- Tell dad's attorney to close the active file but keep the materials accessible — SunVest may return in 60-180 days.
- Do not initiate further outreach. The ball is in their court.

This week — don't.

- Don't panic-call Bill multiple times. Two follow-ups across two weeks is the maximum.
- Don't lower your position to bait a response. The amendments stay as drafted.
- Don't sign a different deal as retaliation. Sign QCELLS because it makes sense on its own merits, not because SunVest went silent.

Who to call. Bill (follow-up only). Nicholas at QCELLS regardless of SunVest status. CP Development to reopen.

Special case — SunVest tries to "compromise" by offering more rent

This deserves its own callout because it's the scenario where a well-meaning landowner can lose the most.

The scenario. Bill comes back saying: "We can't accept the decommissioning bond and assignment-threshold amendments as written. But we're prepared to raise base operating rent from \$150,000 to \$175,000 in exchange for keeping the original protections language."

The answer. No. The amendments are not value extraction — they're catastrophic-loss insurance. Trading insurance for \$25,000 per year in extra rent works out to roughly \$625,000 in extra nominal rent across 25 years, but: (1) it only materializes if SunVest exercises and operates the full term, (2) it doesn't help in any scenario where the protections would matter, and (3) the worst-case scenarios the amendments protect against can cost \$300,000 to multi-million dollars — far more than the rent uplift.

The Monte Carlo math: the amendments shift the worst observed path from -\$331K to +\$49K (a \$380K improvement in the left tail). The proposed rent uplift adds maybe \$200K-\$300K to the upper-tail paths where everything goes well. They don't trade off against each other — the amendments and the rent are protecting different parts of the distribution.

The right answer. "We appreciate the offer on rent but the protections are about catastrophic-loss insurance, not value capture. The two aren't substitutes. We need the protections as drafted; we're prepared to accept the original rent."

Who to call. Dad's attorney to formalize this position before responding to SunVest.

What happens after a successful signing (any branch where the deal closes)

1. SunVest pays \$10K option payment at signing.
2. Year 1 of option: SunVest studies interconnection, permits, economics.
3. Year 1 anniversary: SunVest pays \$17,500 if continuing.
4. Year 2 anniversary: SunVest pays \$25,000 if continuing.
5. End of year 3: SunVest either exercises (commits to building) or walks. If walks, total collected = \$52,500.
6. If exercised: construction begins. Decommissioning bond posts (per amendments, before construction starts).
7. Construction completes (typically 6-12 months): commercial operation begins. Year-1 rent of \$150,000 is due. Escalator kicks in year 2.
8. Renewal decisions at year 25 and year 30 are SunVest's choice. Maximum lease life: 35 years.
9. End of operating term: equipment removed, soil restored, bond closes out, parcel returns to dad (or heirs).

What to revisit later (post-signing)

- Each option-payment anniversary: confirm payment received, no changes to SunVest's corporate position.
- Construction kickoff: confirm decommissioning bond posted in the agreed form.
- Every 3 years thereafter: confirm bond review and salvage-value reassessment per the amendments.
- After any assignment: receive new bond + confirmation of joint-and-several liability.
- At any fire / incident / regulatory inquiry: trigger the one-way environmental indemnification.

What this packet does not decide

This decision tree assumes dad wants the deal at the right price with the right protections. It doesn't decide whether dad wants a BESS facility on the parcel for 35 years on aesthetic, neighborhood, or family grounds. Those are family conversations — Steve, the cousins, the Crystal Lake community. The financial model only covers the dollars. Talk first. Decide together.

Cross-references: LEASE\SUNVEST_AUDIT_2026_05_10.md (full clause audit),
LEASE\SUNVEST_LEGAL_BRIEF_2026_05_10.md (5-minute summary),
LEASE\SUNVEST_RISK_SCENARIOS_2026_05_10.md (downside walkthrough),
LEASE\ANTICIPATED_COUNTERS_2026_05_13.md (per-amendment pushback playbook),
LEASE\analyzers_out\sunvest_mc_results.json (Monte Carlo raw data).