

SOLAR GROUND LEASE

This SOLAR GROUND LEASE (this "**Lease**") is entered into and is effective as of _____, 2023 (the "**Effective Date**") by and between the Town of Litchfield and the Town of Litchfield Water Pollution Control Authority, a Connecticut municipality ("**Landlord**"), and SHR Energy Management LLC, a CT limited liability company ("**Tenant**").

R E C I T A L

WHEREAS, Tenant desires to lease certain area of the real property as more particularly described on **Exhibit A** attached hereto (the "**Property**") to construct, install, operate, repair, replace, remove and maintain the "Solar Facilities," as that term is defined in Section 1.4 below, under the conditions described herein. Landlord the Town of Litchfield is the owner of the Property, and the Town of Litchfield Water Pollution Control Authority has statutory custody and control of the property and water treatment plant situated thereon; and

WHEREAS, Tenant, as seller, and Landlord, as buyer, have entered into that certain Power Purchase Agreement of even date herewith (the "**PPA**"). Capitalized terms which are used but not otherwise defined in this Lease shall have the meanings given them in the PPA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows.

1. Lease of Leased Premises.

1.1. Leased Premises. Landlord hereby leases to Tenant, and Tenant leases from Landlord, approximately 1.02 acres of the Property, as set forth on the site plan in **Schedule "A"** attached hereto (the "**Site Plan**") which may also hereinafter be referred to as the "**Leased Premises**" or "**Premises**".

1.2. Acceptance and Use of Leased Premises. Subject to Tenant's right to inspect the Leased Premises during the Development Term in accordance with the terms of this Lease, Tenant shall accept the Leased Premises and the Property clean and free of debris, but otherwise in its condition as of the Effective Date. Landlord has made no representation or warranty as to the suitability of the Leased Premises for the conduct of Tenant's use as provided herein, and Tenant waives any implied warranty that the Leased Premises are suitable for Tenant's intended purposes. The taking of possession of the Leased Premises shall be conclusive evidence that Tenant accepts the Leased Premises and that the Leased Premises were in good condition at the time possession was taken. Tenant shall have a period of thirty (30) days following the Effective Date within which period (the "**Inspection Period**") Tenant may inspect the Leased Premises. Notwithstanding the foregoing, Tenant shall have the ongoing right to inspect the Leased Premises and the Property during the Development Term. Tenant's rights to inspect shall be (a) exercised only (i) after reasonable advance notice to Landlord (which may be oral) and (ii) during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday ("**Normal Business Hours**") and (b) subject to (i) Tenant's compliance with Legal Requirements, and (ii) the provision by

Tenant of insurance consistent with the provisions of this Lease, (iii) the Indemnity provisions of this Lease, and (iv) no subsurface inspections shall be permitted without Landlord's prior written consent.

TENANT ACKNOWLEDGES AND AGREES THAT, FOLLOWING THE EFFECTIVE DATE AND DURING THE DEVELOPMENT TERM, IT HAS HAD OR WILL HAVE AN OPPORTUNITY TO INSPECT THE PROPERTY AND THE LEASED PREMISES AND THAT NOTWITHSTANDING ANY LATENT OR HIDDEN DEFECTS, IT IS TAKING THE PROPERTY AND THE LEASED PREMISES "AS IS". EXCEPT AS SET FORTH IN THIS AGREEMENT OR THE PPA, LANDLORD EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS AS TO THE CONDITION OF THE PROPERTY OR LEASED PREMISES (INCLUDING WITHOUT LIMITATION THAT THE LEASED PREMISES ARE SUITABLE FOR THE PERMITTED USE HEREUNDER OR FOR THE INSTALLATION OF THE SOLAR FACILITIES OR AS TO THE CONDITION OF ANY ELECTRICAL OR TELEPHONE SERVICES SERVING THE PROPERTY), AND TENANT ACKNOWLEDGES AND AGREES THAT, LANDLORD HAS MADE NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OF THE LEASED PREMISES OR PROPERTY AND THAT TENANT IS SOLELY RELYING UPON ITS OWN INSPECTION OF THE PROPERTY AND LEASED PREMISES IN ENTERING INTO THIS LEASE.

Tenant, at its sole expense, shall comply with all laws, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Leased Premises (collectively, "**Legal Requirements**"). Furthermore, Tenant shall, at its expense, make any alterations or modifications to the Leased Premises necessary in order to comply with the Legal Requirements that are required by Tenant's specific use or occupancy of the Leased Premises. Both parties acknowledge that the premises includes a working water treatment plant that must meet the requirements of Connecticut law and environmental regulations, including as applicable, review by the Department of Energy and Environmental Protection and the Environmental Protection Agency. Both parties acknowledge that requirements of law and regulation, as enforced by state and federal agencies, may require alteration to the Solar Facilities.

1.3. Solar Facilities. Subject to the terms and conditions of this Lease, Tenant shall directly pay for all costs in connection with the construction, installation, operation, maintenance, repair, replacement, and removal of the Solar Facilities. The "Solar Facilities" shall consist of those items listed below in Sections 1.4.1 through 1.4.4 and in accordance with the technical specifications of such Solar Facilities together with a diagram of the same as set forth on Schedule "A-1" attached hereto, subject to such reasonable modifications to technical specifications as Tenant may make that do not materially increase the impacts of Tenant's occupancy of the Premises and that are otherwise in compliance with the terms hereof:

1.3.1. A weather station, solar modules, racking, and other items necessary to secure the Solar Facilities to the ground, together with all conduits, combiner boxes, wiring and other related connections to connect the Solar Facilities to each other and the "**Equipment**" (which means those items described below in Sections 1.4.2 through 1.4.4);

1.3.2. Inverters and step-up transformers necessary to convert the electricity produced from the Solar Facilities from direct current (DC) to alternating current (AC), and transform the voltage of such alternating current to the voltage required to feed the local electricity grid;

1.3.3. All associated equipment necessary to transfer the electricity generated by the Solar Facilities to the wastewater plant electrical switchgear, including but not limited to all cables, conduits and related transmission lines; and

1.3.4. A data acquisition system, a telecommunications system, an antenna and network connections necessary to transfer data from the Solar Facilities to the applicable equipment, and related lines to provide a supply of electricity to the data acquisition system and the telecommunications system, as more particularly set forth on Schedule "A-1" attached hereto.

1.4. Unlisted Equipment; Access. Tenant's right to access the premises and install equipment may include the subsequent installation of particular items of equipment or related connection not specifically set forth in Sections 1.4.1 through 1.4.4 above and Schedule "A-1" (collectively, the "**Unlisted Equipment**"), provided that such Unlisted Equipment is of the type of equipment customarily installed in connection with solar facilities and that does not materially increase the impacts of Tenant's lease and that does not extend beyond the Premises. In the event that Tenant is required to install Unlisted Equipment in order to comply with Legal Requirements or maintain the commercial functionality of the Solar Facilities, the configuration and installation of such Unlisted Equipment shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld.

1.5. Licenses.

1.5.1. Cable License. Landlord hereby grants Tenant a non-exclusive license to use, and Tenant hereby accepts from Landlord, a license to use the area depicted on Schedule "A-3" attached to this Lease (the "**Cable License**"); which areas shall be referred to herein as the "Cable License Area," for the purposes of installing, operating, maintaining, repairing, removing and replacing cables, conduits, network connections, data acquisition and telecommunications lines and related transmission lines, all of which shall be used in connection with the operation of the Solar Facilities. Tenant shall exercise reasonable care and reasonable consideration in entering upon the Cable License Area so as to not unreasonably interfere with the use and enjoyment of the Cable License Area by its owners and occupants, and Tenant shall promptly repair any damage to the Cable License Area caused by such entry or as a result of such activities by Tenant. The Cable License granted herein shall bind the Landlord and its successors under this Lease; provided, however, that the term of the Cable License shall be concurrent with the Term of this Lease and the Cable License shall expire or terminate automatically upon the expiration or termination of this Lease. The Cable License shall be irrevocable for as long as this Lease is in effect, except in the event of Tenant's default hereunder. Furthermore, Landlord shall keep the Cable License Area free of obstruction and shall not construct or place in or on the Cable License Area any landscaping, trees, bushes, buildings or other structures of any kind

("Improvements") in a manner which may interfere with or damage the cables, conduits and related transmission lines lying within the Cable License Area and/or interfere with Tenant's access to or use of such lines.

1.5.2. Construction License Area. Landlord hereby further grants to Tenant, and Tenant hereby accepts from Landlord, a non-exclusive license to use an area of the Property serving the Leased Premises (the "**Construction License Area**"), which the Construction License Area is set forth with greater particularity on Schedule "A-4" attached hereto (the "**Construction License**") for use as a laydown and construction staging area and for temporary storage commencing on the Effective Date and expiring on the date which the Tenant's Work (as that term is defined in Section 4.2) is complete (the "**Construction Period**"). Subject to Legal Requirements, Tenant shall have access to the Construction License Area during Normal Business Hours during the Construction Period only. The Construction License shall be irrevocable during the Construction Period provided the Lease has not been otherwise terminated. Tenant agrees to work in good faith with Landlord to minimize any interference with Landlord's operations or the operations of other tenants during the Construction Period. Notwithstanding anything to the contrary set forth elsewhere in this Lease, Landlord shall have no liability whatsoever in connection with property or equipment located in the Construction License Area, and Tenant shall indemnify Landlord for any and all claims arising from the presence and maintenance of such property or equipment unless such claim is the result of the negligence or willful misconduct of Landlord. If Tenant requires the Construction License Area to perform any action under the Lease after the Construction Period for which Tenant determines, in Tenant's reasonable judgment, that a staging area is necessary in order to perform such action, Landlord shall work in good faith to provide an adequate staging area available to Tenant promptly upon Tenant's request therefor; provided Landlord shall in no event be in default in the event Landlord is not able to provide such staging area to accommodate Tenant's requirements. Upon the expiration of the Construction Period, Tenant, at Tenant's sole cost and expense, shall surrender the Construction License Area to Landlord in the same condition as the date Tenant first occupied the Construction License Area. Notwithstanding the foregoing, in the event that an emergency situation threatening or impeding the functioning of the water treatment facilities of the plant takes place, Landlord shall have the right to suspend such license until such emergency situation has passed.

1.6. Ownership. The Landlord and Tenant agree that: (i) the Landlord municipality is the legal owner of the Property and that the Water Pollution Control Authority has custody and control of the Property, and (ii) the Tenant is and shall remain the legal owner of the Solar Facilities.

2. Term of Lease

2.1. Term. The "**Term**" of the Lease shall consist of the Development Term and the Operating Term. The "**Development Term**" shall mean that period of time commencing on the Effective Date hereof and terminating on the earlier of (i) the first (1st) day of the Operating Term, or (ii) three hundred and sixty (360) days following the Effective Date, provided, that in the event that the Tenant is diligently pursuing completion of the Solar Facilities but, due to Force Majeure or delays by the local utility in approving interconnection or other required approvals, the

Development Term shall be extended for up to an additional ninety (90) days. The “**Operating Term**” means that period of time commencing on the earlier of (a) the expiration of the Development Term, or (b) the Commercial Operation Date and terminating on the twentieth (20th) anniversary thereof (the “**Expiration Date**”). As used herein, “**Commercial Operation Date**” means that (i) Tenant has obtained all necessary licenses, permits and approvals in compliance with all Legal Requirements for the installation and operation of the Solar Facilities, (ii) the Solar Facilities have been installed in accordance with all Legal Requirements and are connected behind the electricity utility meter at the Property, (iii) the Solar Facilities have begun to deliver electricity on a continuous basis, (iv) all related facilities and rights, if any, have been completed or obtained to allow regular operation of the Solar Facilities, and (v) if applicable and to the extent required, the local utility has approved interconnection with the distribution system to allow regular operation of the Solar Facilities. Tenant shall promptly notify Landlord in writing of the occurrence of the Commercial Operation Date and such notice shall be accompanied by a commencement date certificate executed by Tenant in the form shown in Schedule B stating the Commercial Operation Date of this Lease. Tenant may terminate the Lease without further obligation at any time prior to the end of the Development Term by delivering written notice of termination to the Landlord. Any occupation of the Property by Tenant after the Effective Date but prior to the Commercial Operation Date shall be subject to all terms and conditions of this Lease. Tenant shall use diligent efforts to satisfy the conditions set forth in the foregoing subsections (i) through (v) inclusive of this Section 2.1 in a timely manner. The parties acknowledge and agree that the obligations of Landlord under this Lease are expressly conditioned upon the full satisfaction of all conditions precedent set forth in the PPA, except to the extent waived by Tenant, including without limitation those conditions precedent set forth in Section 2.2 and 2.3 of the PPA. In the event that Tenant fails to achieve the Commercial Operation Date prior to the expiration of the Development Term (as such may be extended as provided herein) and Tenant shall not have commenced payment of Rent), Landlord shall have the right to terminate this Lease by written notice to Tenant, and the termination shall be effective upon such notice by Landlord, or upon such later date as designated by Landlord in such notice. Upon such termination, this Lease shall be of no further force or effect and all rights, duties and obligations of Landlord and Tenant under this Lease shall terminate, except as otherwise set forth in this Lease. For avoidance of doubt, the termination of the PPA shall operate as a termination of this Lease and the termination of this Lease shall operate as a termination of the PPA.

2.2. Option Term. Upon mutual, written agreement of Landlord and Tenant, the Term may be extended for up to two (2) consecutive periods of five (5) years each. If either Landlord or Tenant desires to extend the Term as set forth in the preceding sentence, then said party shall provide written notice to the other at least one hundred twenty (120) days prior to the then-applicable Expiration Date. Upon receipt of such notice, the non-notifying party shall notify the other party either (a) that such party declines to extend the term past the Expiration Date or (b) that such party is willing to negotiate an extension of the Term. No extension shall be effective until the execution of a mutually agreeable written amendment to this Lease, including agreement as to Rent during any extension period.

2.3. Rent Commencement. Tenant shall be obligated to commence the payment of Rent at the beginning of the Operating Term, whether or not the Commercial Operation Date has occurred.

3. Payments due by Tenant

3.1. Rent. Rent during the Term is one dollar (\$1.00) per annum.

3.2. Payment of Rent. Tenant shall pay Rent in the amount set forth above in twelve equal monthly installments. The first (1st) month's Rent shall be due and payable on the first day of the Operating Term, and Tenant promises to pay to Landlord in advance, without demand, deduction or set-off, monthly installments of Rent on or before the first (1st) day of each calendar month succeeding the first day of the Operating Term. Payments of Rent for any fractional calendar month shall be prorated. All payments required to be made by Tenant to Landlord hereunder (or to such other party as Landlord may from time to time specify in writing) shall be made by check drawn on a U.S. Bank and delivered to Landlord or by such other method as Landlord may from time to time designate to Tenant in writing. The obligation of Tenant to pay Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any rent due hereunder except as may be expressly provided in this Lease or in the PPA. If Tenant is delinquent in any monthly installment of Rent for more than ten (10) days, Tenant shall pay to Landlord on demand a late charge equal to ten percent (10%) of such delinquent sum. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as a penalty.

3.3. Taxes. Landlord, as a municipality, is a tax-exempt entity. Tenant shall be responsible for ad valorem personal property or real property taxes levied solely against (or as a result of) the Solar Facilities. To the extent applicable, Landlord and Tenant shall cooperate in good faith to timely file with the assessor having jurisdiction over the Property such documents as are required by appropriate taxing authorities in order to have exempted annually from the assessed valuation of the Property a sum equal to the assessed valuation of the Property with the Solar Facilities included minus the assessed valuation of the Property without the renewable energy system included..

3.4. [Reserved].

3.5. Utilities. To the extent that Tenant is permitted to use Landlord's electric service located on the Property for construction, installation, repairs and maintenance work, and/or Landlord's water service for cleaning the Solar Facilities, Landlord shall approve the use of the specific devices or service. If the Parties agree that such device or service shall cost more than \$100 per year in electric or water service, such services shall be separately metered and Tenant shall pay, before delinquent, all charges for such electricity and water furnished to or used by it. Landlord shall be under no responsibility or liability for failure or interruption of any of the above-

described utility services, or conditions arising in or about the Property caused by breakage, accident, strikes, repairs, inability to obtain supplies, labor or materials, or for any other *Force Majeure* events, and failure or omission on the part of the Landlord to furnish any of the above services for any of the reasons set forth in this paragraph shall not be construed as an eviction of Tenant, actual or constructive, nor entitle Tenant to an abatement of rent or Lost Energy Revenue, nor render the Landlord liable in damages, nor release Tenant from prompt fulfillment of any of its covenants under this Lease.

3.6. Net Lease. Landlord shall not be required to make any expenditure, incur any obligation, or incur any liability in connection with this Lease or the ownership, construction, operation, maintenance, or repair of the Solar Facilities throughout the Term, except as otherwise provided in this Lease.

4. Use of the Leased Premises; Installation; Non-Exclusive Use.

4.1. Use of Leased Premises. Tenant shall only use the Leased Premises for the development, construction, installation, inspection, operation, maintenance, repair, replacement and removal of the Solar Facilities and all incidental and related uses connected therewith, including conducting surveys, studies of environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. (the "**Permitted Use**"). Tenant shall not use or permit the Leased Premises or the Property to be used for any purpose or purposes other than the Permitted Use without the prior consent of Landlord. Except for items reasonably required by Tenant in connection with its operation of the Solar Facilities (including but not limited to, small quantities of replacement parts and related sundry items), which items shall be stored in a safe and discreet manner, Tenant shall not store any materials in the Leased Premises. Tenant's testing, construction, and use shall not impede the functioning of the water treatment plant on the Property.

4.2. Tenant's Initial Installation of Solar Facilities. Landlord acknowledges that Tenant will be performing, and contracting for, the initial construction and installation of, the Solar Facilities (the "**Tenant's Work**"). During the performance of Tenant's Work, which shall occur prior to the Commercial Operation Date and only during Normal Business Hours, Tenant and its agents, employees and contractors shall have the right to access and use the Leased Premises, the Cable License Area and the Ground License Area and the Construction License Area in accordance with the provisions of this Lease to the extent reasonably necessary to perform the Tenant's Work in accordance with the plan attached hereto as Schedule "C", without charge for the use of parking and/or space upon which any crane may be located. During the construction and installation of the Solar Facilities, Tenant shall have the right to permit its construction lender and its representatives to access the Leased Premises, the Cable License Area and the Ground License Area during Normal Business Hours to perform any inspections contemplated under Tenant's financing agreements with such parties. The lender's rights of access shall in no way exceed the access rights of Tenant as provided in this Lease and such right of access shall be subject to the provisions of Section 1.3 of this Lease. Tenant's Work shall conform with all requirements as described in Schedule C. Upon completion of Tenant's Work, Tenant shall deliver to Landlord statements setting forth the names of all contractors and subcontractors who did work on the

Tenant's Work and final lien waivers from all such contractors and subcontractors. This project taking place on municipal property, under no circumstances shall Tenant any lender, contractor, subcontractor, employee, or agent to lien the Property. In the event of such a lien, Tenant shall indemnify Landlord for removal of the lien. Landlord and Tenant may agree to have Tenant remove the lien, or Landlord and Tenant may agree to have Landlord remove the lien and Tenant reimburse Landlord for the reasonable costs and attorney's fees of such lien removal. All contractors, subcontractors and other invitees of Tenant on the property during the performance of Tenant's Work, or performing maintenance, repairs, or replacements to or the removal of the Solar Facilities during the Term shall provide Landlord with certificates of insurance evidencing the same insurance required by Tenant pursuant to Section 7.2 of this Lease. Tenant's Work shall be conducted under the supervision of an engineering, procurement and constructing firm ("**EPC Contractor**") selected by Tenant prior to commencing Tenant's Work. Tenant shall deliver to Landlord the name and address of Tenant's EPC Contractor and any other pertinent information about Tenant's EPC Contractor reasonably requested by Landlord in writing. Without limiting the foregoing provisions of this Section 4.2 or any other provisions of this Lease, Landlord and Tenant agree as follows:

4.2.1 General Description. Except as otherwise specified herein, the Tenant's Work shall consist solely of the improvements described in Schedule C. Schedule C attached hereto as of the Effective Date includes a preliminary description of the specifications of the major components of the Solar Facilities to be constructed by the Tenant. Tenant shall update Schedule C to include a description of the Solar Facilities prior to Tenant's commencement of construction of the Solar Facilities and such updated Schedule C shall be submitted to Landlord for its approval, which shall not be unreasonably conditioned, withheld or delayed.

4.2.2 Governmental Approval. Tenant will obtain at its sole cost all permits and other approvals required for Tenant's use of the Leased Premises, the Permitted Use, and the Solar Facilities from any and all Governmental Authorities having jurisdiction in the matter. Tenant will promptly inform Landlord of all significant developments relating to the issuance of such Permits. If any changes in such plans and/or specifications are required by any Governmental Authority, then Tenant shall submit such changes, if any, to Landlord for its approval, which shall not be unreasonably conditioned, withheld or delayed. The following approvals shall be required, and this Lease shall be contingent on all such applicable approvals:

- Approval of any Planning, Zoning, or combined Planning and Zoning Commission having jurisdiction.
- Approval of any Inland Wetlands and Watercourses Commission or Agency having jurisdiction.
- Approval of the Town of Litchfield Board of Finance, if applicable.
- Approval of the Town of Litchfield Board of Selectmen.
- Approval of the Town of Litchfield Water Pollution Control Authority.
- Approval of a Litchfield Town Meeting.

4.2.3 Development Commences Promptly. Tenant shall: (a) commence the necessary activities for the permitting, designing and engineering of the Solar Facilities promptly following the Effective Date; (b) commence the necessary activities for the construction of the Solar Facilities promptly following receipt of permits and approvals; and (c) proceed diligently and continuously thereafter until completion, subject to only an event of *Force Majeure*.

4.2.4 Completion Requirements. Tenant will arrange for the construction of the Solar Facilities in a good, careful, proper and workmanlike manner in accordance with Prudent Utility Practices, the PPA, all Legal Requirements and National Fire Protection Association (“NFPA”) guidelines, codes and standards, and the requirement of Landlord’s insurer that Tenant notify the applicable fire department of the Tenant’s Work and provide the personnel of such fire department the opportunity to perform a walkthrough of the Leased Premises to become familiar with the Solar Facilities (the “**Insurance Requirements**”). The Solar Facilities will, when completed, comply with Prudent Utility Practices, the PPA, NFPA guidelines, Insurance Requirements, and all Legal Requirements, and upon such completion, Tenant will obtain and deliver to Landlord a copy of each temporary certificate of occupancy (if applicable) and of the final certificate of occupancy (if applicable) before the Solar Facilities shall be operated by Tenant, except that, if a temporary certificate of occupancy shall be issued, Tenant may occupy or operate the Solar Facilities, as the case may be, under the provisions of such certificate and, except further that, if a certificate for any part of the Solar Facilities shall be issued, Tenant may occupy the part so certified under the provisions of such certificate. Whereas this project is taking place on municipality property, no lien shall be filed by any party, contractor, subcontractor, or materialman against the Property. In addition to the foregoing, upon such completion, Tenant will obtain and deliver to Landlord, final, unconditional releases or waivers of lien from Tenant’s general contractor and any subcontractors or materialmen with contracts in excess of \$25,000 who are performing work or supplying or fabricating materials in connection with Tenant’s Work. Tenant shall not use any solar panels known to have been constructed in, or from materials produced by, any provider on the U.S Department of Labor Bureau of International Labor Affairs List of Goods Produced by Child Labor or Forced Labor. Tenant shall use panels from companies who have agreed not to use forced labor by signing the Solar Industry Force Labor Prevention Pledge.

4.2.5 Construction Insurance. During the course of construction of the Solar Facilities, Tenant will carry or cause Tenant’s contractor(s) to carry (and cause each such contractor to cause its subcontractors to carry) adequate workers’ compensation insurance complying with Connecticut Law and such other insurance as is specified in this Lease.

4.2.6 As-Built Plans. Within ninety (90) days following the Commercial Operations Date, Tenant shall prepare and deliver to Landlord detailed as-built plans accurately depicting the Solar Facilities including, without limitation, all underground structures.

4.2.7 Compliance with PPA. Tenant shall comply with the provisions of the PPA that relate to the performance of Tenant’s Work including, without limitation, the provisions all applicable sections of the PPA.

4.3. Mechanic's Liens. Landlord's Property (including, without limitation, the Leased Premises), being municipally owned under Connecticut law, shall at all times be free of liens for labor and materials supplied in connection with Tenant's Work. If at any time Landlord's Property or any portion thereof shall be encumbered by any mechanics' or other liens, charges or claims for the payment of money or otherwise, or any violations or other encumbrances of any and all kinds, nature and description, growing out of or connected with Tenant's Work or any other matter pertaining to Tenant, then Tenant shall, within ten (10) business days after receipt of notice of same or request by Landlord, prove to the reasonable satisfaction of Landlord that every such claim and charge has been fully paid, provided for, and discharged or bonded. Without limiting Tenant's liability for failure to comply with this paragraph, if Landlord bonds or discharges any mechanic's or other lien upon Tenant's failure to do so, then, in addition to the cost of such bonding or discharging and all other costs and disbursements which Tenant would owe to Landlord in respect of same hereunder, Tenant shall also pay to Landlord, Landlord's reasonable costs and legal fees incurred in connection therewith. It shall be a Tenant breach of this lease in the event that any such lien or encumbrance is filed or recorded against the Property.

4.4. On Going Access. After completion of Tenant's Work, Tenant, its agents, employees and contractors shall have the right to access the Leased Premises, Cable License Area, and Ground License Area, and shall have the right to use non-exclusive visitor parking spaces to park, but not store, Tenant's vehicles free of charge provided that Tenant will consult with Landlord's onsite personnel and use commercially reasonable efforts to limit interference with the access of other tenants to the parking lots and truck courts. Such access shall be limited to such access as is necessary to maintain, operate, service, repair, replace, make Alterations to, and remove the Solar Facilities for the Term upon not less than forty-eight (48) hours prior notice to Landlord, (except that no notice shall be required in case of an Emergency, in the event of access to perform obligations upon the request of Landlord, or if the parties hereto otherwise agree such notice is unnecessary) during Normal Business Hours (unless Landlord consents otherwise). Notwithstanding the foregoing to the contrary, in the event any portion of the Solar Facilities are offline, and Tenant provides Landlord with written notice of such, Landlord will use commercially reasonable efforts to provide Tenant access to the Leased Premises and License Areas as soon as possible.

4.5. Compatibility with Operations. Tenant shall use commercially reasonable efforts to ensure the Solar Facilities shall not materially interfere with Landlord's operations. Under no circumstances shall Tenant's use construction, repair, or maintenance of the Solar Facilities interfere with the functioning of the water treatment plant on the Property.

4.6. Restrictions on Tenant's Use. Tenant shall not move any heavy machinery, heavy equipment, freight or fixtures into or out of the Leased Premises except in such manner and at such time as Landlord shall in each instance authorize. Tenant shall promptly remove from the Leased Premises, at Tenant's expense, any garbage, waste, and construction debris that might at any time be generated by Tenant, or its contractors or assigns.

4.7. Interference.

4.7.1. Landlord Interference. Landlord shall refrain from, and shall use commercially reasonable efforts to prevent the Landlord Parties (as that term is defined below in Section 7.1) from interfering, hindering, or in any way obstructing (collectively, a "**Landlord Interference**") Tenant's use or occupancy of the Leased Premises for the Permitted Use. In the event that Landlord Interference continues for longer than five (5) business days after Landlord receives written notice thereof from Tenant, and such interference impacts the production of electricity at the Solar Facilities, Landlord shall be responsible for Lost Revenues commencing after such three-day period; provided, however, that Landlord will not be responsible for any Lost Revenues caused by, or the result of, a Force Majeure Event. "Lost Revenues" shall mean the revenues that the Tenant would have realized through the sale of energy produced by the Solar Facilities during any period of Landlord Interference, taking into account the historic performance of the Solar Facilities, the weather during the period of Landlord Interference, and the portion of the Solar Facilities affected by the interference. Tenant shall provide Landlord with calculations and documentary evidence of such Lost Revenues which are satisfactory to Landlord in its reasonable discretion. Landlord and Tenant agree that the values defined on Schedule H attached hereto for Lost Revenues will provide the maximum value for Landlord's responsibility. In addition, in the event that Landlord's lessees, licensees, or tenants are interfering, hindering, or in any way obstructing Tenant's use or occupancy of the Leased Premises for the Permitted Use and/or access to sunlight, then upon Tenant's delivery of written notice to Landlord of such interference by Landlord's lessees, licensees, or tenants, Landlord shall work in good faith with such lessees, licensees, or tenants to eliminate such interference. Notwithstanding the foregoing, it shall not be deemed "Landlord Interference" giving rise to lost Tenant revenues in the event that any such hindering, interfering, or obstructing is the result of any requirement imposed on the Landlord's water treatment facility by Connecticut law or regulations, or by order of any state or federal agency or court. Both parties acknowledge the Property includes a working water treatment facility subject to period review by various state and federal agencies for compliance with environmental laws and regulations.

4.7.2. Tenant Interference. Similarly, Tenant shall ensure that Tenant Parties (as that term is defined below in Section 7.1) do not interfere, hinder or any way obstruct, materially disturb or take any action that would constitute a nuisance (collectively, a "**Tenant Interference**") to the other tenants, lessees or licensees during the installation and through the Term. In the event Tenant or Tenant's Parties cause a Tenant Interference, Tenant agrees to use commercially reasonable efforts to eliminate such Tenant Interference within five (5) business days of Tenant receiving written notification thereof from Landlord, provided that such disruption or Tenant Interference has been identified and reasonably documented by Landlord; provided, however, if the elimination of such Tenant Interference is expected to take longer than five (5) business days to perform, Tenant shall commence curing such Tenant Interference within such five (5) business day period and shall diligently prosecute such work in connection therewith to completion. Tenant shall reimburse Landlord for any costs, governmental penalties, or judgements incurred by Landlord or any revenues lost by Landlord as a result of such Tenant Interference.

5. Maintenance and Repair

5.1. Tenant Obligations. Except as set forth in Section 5.2, 15 and 16, Tenant shall, at Tenant's sole cost and expense, keep the Solar Facilities in good order, repair and condition throughout the Term, and promptly and adequately repair all damage to the Leased Premises caused by Tenant, other than ordinary wear and tear (which means wear and tear which would exist if Tenant had not constructed, installed, operated, or repaired the Solar Facilities). If Tenant fails to commence such repairs within ten (10) days of notice from the Landlord, Landlord may make such repairs and Tenant must reimburse Landlord within ten (10) days of receiving an invoice for such work from Landlord.

5.2. Landlord Obligations

5.2.1. Repairs. Landlord shall, at Landlord's sole but reasonable cost and expense, maintain and repair (as required) the access driveways on the Property in good condition and repair. If any maintenance of the roads requires the relocation of any portion of the Solar Facilities, or otherwise cause a Curtailment, then Tenant shall be entitled to an abatement of Rent or reimbursement in an amount equal to the Lost Energy Revenue for any such Curtailment for any days in excess of the then applicable number of accrued Landlord Accrual Days (as hereinafter defined), in all cases subject to the terms and conditions of Section 5.2.5 herein. For the purposes of this Lease, a "**Curtailment**" shall exist when the Landlord requires or causes there to exist any condition (whether as a result of Landlord repair or maintenance activity permitted by the lease, or as a result of any Landlord breach, misrepresentation, default, Event of Default or otherwise) that prohibits the Solar Facilities from generating and selling electricity. In no event shall a Curtailment be caused by Condemnation (as detailed in Section 15) or Damage and Destruction (as detailed in Section 16).

5.2.2. Emergency. In the event of an Emergency where it is reasonably necessary to shut down all or a portion of the Solar Facilities without notice to the Tenant, Landlord may shut down such Solar Facilities as necessary in order to alleviate the Emergency. Such shut down, and replacement or repair following such Emergency shall be at Landlord's expense, unless such Emergency shut down is occasioned by Tenant's act or omission or force majeure or to the operation or maintenance of the Solar Facilities, in which case Tenant shall bear the cost of any Emergency shut down. An "**Emergency**" shall mean an event threatening immediate and material danger to property stored, or to the functioning of the water treatment facilities, or to people located on the Property. Rent shall be abated during a period equal to the time any solar panels are not in operation due to shut down of the Solar Facilities by Landlord, pro-rata based on the portion of the Solar Facilities not in operation, provided that if such Emergency was caused by the negligence of Landlord, Landlord shall be liable for Lost Energy Revenue, less the amount of abated Rent.

5.2.3. Lost Energy Revenue

(ii) (i) "**Lost Energy Revenue**" means a payment intended to compensate Tenant for the value of the sale of electricity under the PPA. Such lost revenue shall equal the lost Zrec revenue on a pro-rata basis, where one Zrec equals one megawatt of power produced. The Zrec value shall be pro-rated against the lost kilowatt-hours. "**Landlord Accrual**

Days” means the number of accrued days in favor of Landlord, Replacement Work, or other similar items before Tenant shall be entitled to Lost Energy Revenue for a Curtailment hereunder. The Landlord Accrual Days shall be initially set at five (5) days as of the Commercial Operation Date and shall be adjusted upwards for five (5) days per calendar year and decreased by any Landlord Accrual Days used by Tenant for an abatement attributable to a Curtailment. For the avoidance of doubt, the Landlord Accrual Days are calculated based on a complete shutdown of the entire Solar Facilities and as such, if a Curtailment only affects a portion of the Solar Facilities, then such Landlord Accrual Days shall be calculated for the Curtailment based on the example set forth on Schedule G attached hereto.

6. Installation, Operation, and Removal of Solar Facilities.

6.1. Alterations During the Lease Term. Tenant shall not alter, improve, or add to the Solar Facilities (collectively, "**Alterations**") in any case where such Alterations would cause the Solar Facilities to materially deviate from the specifications shown in Schedule "A-1" with respect to size, location or layout (provided that no approval will be necessary for changes to electrical specification for panels, inverters, or monitoring or metering equipment that otherwise conform to utility requirements and legal requirements), or would otherwise be inconsistent with the permitted use of the Leased Premises. Landlord shall reasonably cooperate with Tenant in obtaining all required permits and approvals in connection with the performance of Alterations; provided, however, that Landlord shall not be responsible for procuring or maintaining any such approval connected to such Alterations, and further provided, that all Alterations shall be made at Tenant's sole cost. Landlord may monitor and oversee the construction and installation of any Alterations. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to see that such plans and specifications or construction comply with applicable laws, codes, rules and regulations. Tenant shall provide Landlord with the identities and mailing addresses of all persons performing work, prior to commencing the performance of such Alterations, and Landlord may post on and about the Leased Premises notices of non-responsibility pursuant to applicable law. Upon completion of the Alterations, Tenant shall deliver to Landlord statements setting forth the names of all contractors and subcontractors who did work on the Alterations and final lien waivers from all such contractors and subcontractors.

6.2. Ownership and Removal of Solar Facilities. The Solar Facilities shall at all times remain the commercial personal property of Tenant during the Term. Tenant shall have the right to remove the Solar Facilities, or any part thereof, at any reasonable time upon at least thirty (30) days' prior written notice to Landlord (in accordance with the terms set forth in Section 17.4). Subject to Section 23, at the expiration of the Term, or upon any sooner termination of the Term due to the default of Tenant hereunder, Tenant shall remove all Solar Facilities within ninety (90) days of the expiration, or earlier termination of the Term (the "Decommissioning Period"), at its own cost and expense, and shall return the Leased Premises to its condition existing prior to Tenant's installation of the Solar Facilities (excepting only Ordinary Wear and Tear and the Solar Facilities left in place). If Tenant fails to timely complete such removal or fails to satisfactorily return the Leased Premises to the requisite condition, then the Solar Facilities shall be deemed abandoned by Tenant, and title thereto shall pass to Landlord without the necessity of a bill of sale

to Landlord. Landlord may either (a) complete such removal and repair such damage at Tenant's sole cost and expense, in which event Landlord shall be entitled to draw on the Decommissioning Account or any sums held in lieu of the Decommissioning Account to pay such costs of removal or repair, and Tenant shall pay any additional costs of such removal and repair in excess of the amounts in the Decommissioning Account no later than thirty (30) days following Tenant's receipt of an invoice for the same (which invoice shall be accompanied by reasonable back-up documents evidencing the costs incurred by Landlord), or (b) leave the Solar Facilities in place (as Landlord's property). If, following no less than twenty (20) days prior written notice to Tenant, Landlord removes the Solar Facilities, Landlord may dispose of the Solar Facilities in its judgment. Additionally, "**Ordinary Wear and Tear**" shall mean wear and tear which would exist if Tenant had not constructed, installed, operated, or repaired the Solar Facilities.

6.3. Compliance with Laws. Except as expressly set forth in Section 18, Landlord makes no warranty or representation that the Solar Facilities are permitted by Connecticut law and Tenant assumes all liability and risk in obtaining and maintaining all permits and approvals (if any) necessary for the installation and use of the Solar Facilities.

7. Indemnification and Insurance.

7.1. Indemnification and Waiver. Each Party (the "**Indemnitor**") hereby indemnifies and agrees to defend, protect, and hold harmless the other Party and its Representatives (the "**Indemnified Parties**") from and against any and all claims, losses, liabilities, damages, costs and expenses (including attorneys' fees) ("**Indemnity Claims**") caused by, resulting from, relating to or arising out of any breach of this Lease by the Indemnitor or any of its Representatives or any negligence or intentional misconduct on the part of the Indemnitor or any of its Representatives; *provided, however*, that the Indemnitor will not have any obligation to indemnify the Indemnified Parties from or against any Indemnity Claims to the extent caused by, resulting from, relating to or arising out of the gross negligence or intentional misconduct of the Indemnified Parties, or material breach of this Lease by the Indemnitee

7.2. Tenant's Insurance. Tenant at its expense, shall maintain during the Term: all risk property insurance covering the full replacement cost of all property, trade fixtures, and improvements installed or placed in the Leased Premises, the Cable License Area and Ground License Area by Tenant at Tenant's expense; worker's compensation insurance within the statutory limits and employer's liability insurance with annual limits of: Bodily Injury by Accident, each Accident: \$1,000,000; Bodily Injury by Disease, each Employee: \$1,000,000; Bodily Injury by Disease, Policy Limit: \$1,000,000; automobile liability insurance (including owned and not-owned vehicles), in the minimum coverage amount of \$1,000,000; and commercial general liability insurance, with a minimum limit of \$1,000,000 per occurrence and \$5,000,000 aggregate for property damage, personal injuries, or deaths of persons occurring in or about the Leased Premises, \$1,000,000.00 pollution and environmental liability, together with an umbrella policy in the amount of \$10,000,000. Such insurance shall be with a provider rated at least A/VIII with A.M. Best. Such insurance shall include a waiver of subrogation in favor of Landlord the Town of Litchfield and Litchfield Water Pollution Control Authority. Landlord may from time to time require reasonable increases in any such limits in the event such increase is due to an increase in

exposure resulting from the installation of the Solar Facilities. Such insurance levels shall be reviewed every five years by the Landlord for making such reasonable increases. The commercial general liability policies shall name the Town of Litchfield, Connecticut and the Town of Litchfield Water Pollution Control Authority as an additional insured, insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to Landlord, not be cancelable unless thirty (30) days' prior written notice (except that only ten (10) days' notice shall be required for non-payment of premium) shall have been given to Landlord and provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies).

7.3. Landlord's Insurance. Landlord shall, at Landlord's sole cost and expense, carry commercial general liability insurance with respect to the Property during the Term (which liability insurance shall cover claims of bodily injury, personal injury and property damage (including loss of use thereof) arising out of Landlord's operations, and contractual liabilities), and Landlord shall carry property insurance written on an "all risks" basis. Such coverage shall be in such amounts, from such companies, and on such other terms and conditions, as Landlord may from time to time reasonably determine.

7.4. Subrogation. Tenant shall provide Landlord with a waiver of subrogation in favor of the Town of Litchfield and Litchfield Water Pollution Control Authority as part of the insurance set forth in Section 7.2 of this Lease. .

8. Events of Default. Each of the following occurrences shall constitute an "**Event of Default**" under this Lease:

8.1. Monetary Default. Tenant's failure to pay the Rent or any other payment required to be paid herein, within (i) ten (10) business days following Tenant's receipt of written notice that the same was not paid when due with regard to the first (1st) such failure in any twelve (12)-month period, or (ii) five (5) business days following Tenant's receipt of written notice that the same was not paid when due with regard to any subsequent failure in the same twelve (12)-month period.

8.2. Non-Monetary Default. Breach by either party of any non-monetary provision of this Lease (except as set forth in Sections 8.3 through 8.8, below), where such breach shall continue for a period of thirty (30) days after written notice thereof from the other party; provided, however, that if the nature of the breaching party's nonperformance is such that more than thirty (30) days are reasonably required for its cure, then such party shall not be deemed to be in default if such commences such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion, provided that such cure must be completed within sixty (60) days after the original notice. Further, in the event Landlord breaches the terms of this Lease and such breach has not been cured by Landlord within such sixty (60) day period, and such breach has a material adverse effect on the conduct of Tenant's business on the Leased Premises (including without limitation, causing a Curtailment or Abatement Event), then Tenant may proceed to take action to the extent necessary to cure such default and eliminate the material adverse effect, and

Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in taking such action.

8.3. Abandonment. If Tenant removes from the Leased Premises (and does not replace or substitute equipment for) all of the Solar Facilities at the Leased Premises, unless such removal is pursuant to Landlord's request or with Landlord's consent.

8.4. [INTENTIONALLY OMITTED]

8.5. Insurance. If insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease and such failure shall continue for a period of ten (10) business days after Tenant's knowledge of such status.

8.6. Unauthorized Transfer. There shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease.

8.7. Failure to Discharge Lien. Tenant shall fail to discharge, or bond over, any lien placed upon the Leased Premises in violation of Section 4.3 within thirty (30) days after Tenant receives written notice that any such lien or encumbrance is filed against the Leased Premises.

8.8. Other. In the event Tenant (A) makes a general assignment for the benefit of creditors; (B) commences any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "**proceeding for relief**"); (C) becomes the subject of any proceeding for relief which is not dismissed within forty-five (45) days of its filing or entry; or (D) is dissolved or otherwise fails to maintain its legal existence.

9. Remedies.

9.1 Landlord Remedies for Tenant Default.

9.1.1 Upon the occurrence of an Event of Default by Tenant, Landlord and the agents and servants of Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter without demand or notice and with process of law enter into and upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and their effects (including the Solar Facilities) without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenants, and/or Landlord may terminate this Lease by sending written notice of termination to Tenant and this Lease shall terminate and come to an end on the date of entry as aforesaid, or on the third (3rd) day

following the giving of such notice as fully and completely as if such date were the date originally fixed for expiration of the Term of this Lease. Tenant will quit and surrender the Leased Premises to Landlord but Tenant shall remain liable as herein provided. Tenant hereby waives all statutory rights to the Leased Premises (including without limitation rights of redemption, if any, granted under any present or future laws to the extent such rights may be lawfully waived). Landlord, without notice to Tenant, may store Tenant's effects (including the Solar Facilities), and those of any person claiming through or under Tenant, at the expense and risk of Tenant, and, if Landlord so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant. No termination or repossession provided for in this Section 9.1 shall relieve Tenant or any guarantor of Tenant of the liabilities and obligations of Tenant under this Lease, all of which shall survive any such termination or repossession.

9.1.2 In addition to any other rights or remedies, if Landlord terminates this Lease on account of an Event of Default by Tenant, Landlord will have the right to recover as damages from Tenant: (a) any amounts owing from Tenant to Landlord at the time of termination, (b) all of Landlord's expenses, including reasonable legal fees, incurred in recovering possession of the Leased Premises and in proving and collecting the sums due from Tenant hereunder, (c) the amount by which the payments required under this Lease for the balance of the Term exceed the fair market rent for the Leased Premises for the balance of the Term, determined as of the date of such termination, adjusted to its present value at a reasonable discount rate, and (d) the actual or reasonably anticipated expense to Landlord of preparing and reletting the Leased Premises. If Landlord is required to mitigate damages, Landlord will not be required to give priority to the Leased Premises in renting, or to rent on terms or to any person not otherwise acceptable to Landlord.

9.1.3 Landlord may, but shall not be obligated to, cure, at any time, without notice, any default by Tenant under this Lease; and whenever Landlord so elects, all costs and expenses incurred by Landlord, including reasonable attorneys' fees, in curing a default shall be paid by Tenant to Landlord on demand, together with interest thereon at the Interest Rate from the date of payment by Landlord to the date of payment by Tenant.

9.2 Tenant Remedies. Except as a result of Force Majeure, or any event arising from a requirement of any law or regulation or order of a government agency or court imposed on the Landlord as to the water treatment facility, where Tenant is prevented from using the Leased Premises, the Cable License Area, the Ground License Area and/or the Solar Facilities or any portion thereof as a result of Landlord's action or failure to act, whether such action was permitted under this lease, or as a result of any breach or default by Landlord, including any failure by Landlord to provide services or access to the Leased Premises, the Cable License Area, the Ground License Area and/or the Solar Facilities and such action/failure to act or default is not cured within three (3) days following Tenant's written notice to Landlord thereof (herein referred to as an "**Abatement Event**"), then Landlord shall be liable to Tenant in an amount equal to Lost Energy Revenue from such Abatement Event. Recovery for such Lost Energy Revenue shall be lost Zrec revenue on a pro-rata basis, where one Zrec equals one megawatt of power produced. The Zrec value shall be pro-rated against the lost kilowatt-hours.

9.2. Waiver of Default. No waiver by Landlord or Tenant of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions, and covenants herein contained. Forbearance by Landlord or Tenant in enforcement of one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The acceptance of any Rent or any other amount due hereunder by Landlord following the occurrence of any default, whether or not known to Landlord, shall not be deemed a waiver of any such default, except only a default in the payment of the Rent or the other amount so accepted.

9.3. Cross Default. Landlord and Tenant are parties to the PPA which provides, among other things, that Landlord shall purchase from Tenant (or its assignee) the power generated by the Solar Facilities. In the event that Landlord defaults in its payment obligations under the PPA beyond all applicable notice and cure periods set forth in the PPA, in addition to the remedies set forth therein, it shall be an Event of Default hereunder and Tenant shall off-set the amount of such monetary default of Landlord under the PPA from the Rent next payable hereunder. Additionally, if either Landlord or Tenant commit any non-monetary default under the PPA beyond all applicable notice and cure periods, in addition to the remedies set forth therein, it shall constitute an Event of Default hereunder.

10. Assignment.

10.1 In General. Tenant shall not assign this Lease, the Solar Facilities or any part thereof (an "**Assignment**"), and shall not assign operation of the Solar Facilities or any part thereof, without the prior written consent of the Landlord which consent shall not be unreasonably withheld.

10.2. To request Landlord's consent to any Assignment, Tenant shall notify Landlord in writing, which notice (the "**Assignment Notice**") shall include (a) the proposed effective date of the Assignment, which shall not be less than thirty (30) days after the date of delivery of the Assignment Notice, (b) all of the terms of the proposed Assignment, the name and address of the proposed assignee (the "**Assignee**"), and a copy of all existing and/or proposed documentation pertaining to the proposed Assignment, including all existing operative documents to be executed to evidence such Assignment or the agreements incidental or related to such Assignment, and (c) current financial statements of the proposed Assignee certified by an officer, partner or owner thereof, and any other information reasonably required by Landlord, which will enable Landlord to determine the financial responsibility, character, and reputation of the proposed Assignee, nature of such Assignee's business and proposed use of the Leased Premises, and such other information as Landlord may reasonably require. Any Assignment requiring Landlord's consent hereunder and made without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute a default by Tenant under this Lease. Landlord and Tenant acknowledge and agree that in no event shall Tenant be permitted to sublease all or any portion of the Leased Premises. Any assignment by Tenant of this Lease to any entity must be in connection with a simultaneous assignment of Tenant's interest as "Seller" under the PPA to the same entity.

10.3. [Reserved].

10.4. Landlord's Consent. The parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Assignment requiring its consent, where one or more of the following apply, without limitation as to other reasonable grounds for withholding consent:

10.4.1. The Assignee intends to use the Leased Premises for purposes which are not permitted under this Lease;

10.4.2. The proposed Assignment would cause Landlord to be in violation of another lease or agreement to which Landlord is a party;

10.4.3. The proposed Assignee is not, or with credit enhancements to be provided by or to the subject Assignee is not, a party of reasonable financial worth and/or financial stability in light of the responsibilities to be undertaken in connection with the Assignment on the date consent is requested; or

10.4.4. The proposed Assignee is not planning on continuing the operation of the Solar Facilities initially installed under this Lease at the Leased Premises.

10.4.5. If the proposed Assignee has its principal place of business outside of the State of Connecticut and it has not registered, as required by Connecticut law, as a "foreign" business entity with the Connecticut Secretary of the State.

10.4.6. The proposed Assignee has failed to remain current all required filings with the Connecticut Secretary of the State.

10.4.7. The proposed Assignee is defendant in any lawsuit brought against it by the State of Connecticut, the Town of Litchfield, or the Town of Litchfield Water Pollution Control Authority.

10.4.8. The proposed Assignee owes back taxes to the Town of Litchfield or back sewer use fees, benefit assessment(s), or sewer connection charges to the Town of Litchfield Water Pollution Control Authority.

If Landlord consents to any Assignment pursuant to the terms of this Section 10, Tenant may thereafter enter into such Assignment upon substantially the same terms and conditions as are set forth in the Assignment Notice furnished by Tenant to Landlord pursuant to Section 10.2 of this Lease.

10.5. Effect of Assignment. Upon any Assignment, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) any consent given

by Landlord shall not be deemed consent to any further Assignment by either Tenant or an Assignee, and (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Assignment in a form reasonably acceptable to Landlord, and (iv) such Assignee shall be liable for the payment of all sums due under this Lease and the performance and observance of all the agreements, covenants, conditions and provisions to be performed and observed by Tenant under this Lease as and when performance and observance are due. Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent and for compliance with all of Tenant's other obligations under this Lease (regardless of whether Landlord's approval has been obtained for any such assignments or sublettings).

11. Subordination. As municipal property, the Property may not be liened mortgaged.

12. Estoppel. Within fifteen (15) days following a request in writing by Landlord or Tenant to the other, the responding party (the "**Responding Party**") shall execute, acknowledge and deliver to the requesting party (the "**Requesting Party**") an estoppel certificate, in a commercially reasonable form submitted by the Requesting Party, indicating therein any exceptions thereto that may exist at that time, and which shall also contain any other information reasonably requested by the Requesting Party or the Requesting Party's mortgagee or prospective mortgagee. Any such certificate may be relied upon by any prospective mortgagee or purchaser of all or any portion of Tenant's interest therein. The Responding Party shall execute and deliver whatever other instruments may be reasonably required for such purposes.

13. Communication/Publicity. Tenant and Landlord agree that (a) no marketing materials of the other, including but not limited to trade names, logos, or other information, shall be used without the express written consent of the Party owning the materials; (b) each of Landlord and Tenant may publish or post factually accurate information regarding the Solar Facilities; (c) any tours or guest access to the Leased Premises shall be subject to prior Landlord's approval; and (d) Landlord and Tenant may take photographs or video of the Solar Facilities and its construction and operation and may use such photographs and video in its sole and reasonable discretion. Notwithstanding anything contained herein to the contrary, all disclosures of economic and financial terms of this Lease shall be subject to the confidentiality provisions of Section 20.

14. Hazardous Substances. Except for Hazardous Material (defined below) contained in (i) products used by Tenant in de minimis quantities for ordinary cleaning purposes, and (ii) the manufactured components of the Solar Facilities, potentially including but not limited to cadmium, Tenant shall not permit or cause any party to bring any Hazardous Material upon the Leased Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Leased Premises in strict compliance with all "Environmental Requirements" (defined below) and shall remediate in a manner reasonably satisfactory to Landlord any Hazardous Materials released on or from the Leased Premises by the Tenant Parties. The term "**Environmental Requirements**" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Leased Premises or the environment, including without

limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "**Hazardous Materials**" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Leased Premises by Tenant, its agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom. Landlord makes no representations to Tenant regarding Hazardous Materials on the Property, but Landlord has agreed to deliver to Tenant the most recent environmental site assessment regarding the Property in Landlord's possession, without warranty of any kind.

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses, claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees) which are brought or recoverable against, or suffered or incurred by Landlord to the extent of any release of Hazardous Materials for which Tenant is obligated to remediate as provided in the first paragraph of this Section 14 or any other breach of the requirements under this Section 14 by the Tenant Parties, regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant under this Section 14 shall survive any termination of this Lease.

Notwithstanding anything to the contrary in this Section 14, Tenant shall have no liability of any kind due to Hazardous Materials on the Property: (A) as of the Effective Date; or (B) caused or permitted by (i) Landlord, its agents, employees, contractors or invitees; (ii) any other tenants on the Property or their agents, employees, contractors, subtenants, assignees or invitees; or (iii) any other person or entity located outside of the Leased Premises. However, Tenant shall indemnify, defend, and hold harmless the Landlord as to any pre-existing hazardous materials or conditions on the property released or discharged as a result of Tenant's negligence, or the negligence of Tenant's employees, agents, contractors, or subcontractors.

15. Condemnation. If the whole or any part of the Leased Premises or the Property (including the parking areas) shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Leased Premises or Property, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, or if such grant or taking has a material adverse impact on Tenant's reasonable ability to use the Leased Premises as intended, as reasonably determined by Tenant, should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and the Taking would prevent or materially interfere with Tenant's Permitted Use of the Leased Premises

in Tenant's judgment or in Landlord's judgment would materially interfere with or impair its ownership or operation of the Property, then upon written notice by Landlord or Tenant (as applicable) to the other party this Lease shall terminate, and Rent shall be apportioned as of the date the Taking became effective. Landlord shall be entitled to receive the entire award or payment in connection therewith; provided, however, that Tenant shall be entitled to any separate award for loss of or damage to Tenant's removable personal property and for moving expenses.

16. [Reserved].

17. Miscellaneous.

17.1. Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Property and in this Lease without Tenant's consent (provided, that any transferee shall take any such interest, or portion thereof, subject to the terms of this Lease, including any rights to abatement of Minimum Rent that may have accrued prior to such transfer), and Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease that accrues following the date of such transfer, and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer, provided, that no such transfer shall relieve Landlord of any obligations for reimbursement of Lost Energy Revenue in excess of abatements of Minimum Rent that accrued prior to such transfer unless assumed in writing by such transferee. Landlord agrees that in the event Landlord transfers ownership of the Property Landlord shall provide Tenant with notice of such transfer, and shall assign its rights and obligations hereunder to such acquirer of the Property in a written instrument pursuant to which such acquirer shall acknowledge and assume its obligations hereunder. Any assignment by Landlord of this Lease to any entity must be in connection with a simultaneous assignment of Landlord's interest as "Buyer" under the PPA to the same entity. In connection with any such transfer and assignment, Landlord shall assign any security interest or pledge of the Decommissioning Account.

17.2. Brokers. Tenant and Landlord hereby warrant to each other that they have had no dealings with any broker or agent in connection with the negotiation of this Lease and that they know of no other broker or agent who is entitled to a commission, consultant's fee, facilitation fee, or its equivalent in connection with this Lease.

17.3. Notice. All notices, demands, statements, designations, approvals or other communications (collectively, "**Notices**") given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (A) sent by United States certified or registered mail, postage prepaid, return receipt requested ("Mail"), (B) delivered by a nationally recognized overnight courier, or (C) delivered personally. All such Notices shall reference this Lease and shall specify the location of the Property. Any Notice shall be sent, transmitted, or delivered, as the case may be, to Tenant at the appropriate address set forth below, or to such other place as Tenant may from time to time designate in a Notice to Landlord, or to Landlord at the addresses set forth below, or to such other places as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given (i) three (3) days after the date it is posted if sent by Mail, (ii) the date the overnight courier delivery is made, or (iii) the date personal delivery is made.

keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Term, peaceably and quietly have, hold and enjoy the Leased Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant of quiet enjoyment, express or implied.

17.9. Waiver of Landlord's Lien. Intentionally Omitted.

17.10. Memorandum of Lease. On the mutual agreement of the parties, a Notice of Lease or this Lease may be recorded in the Town of Litchfield land records. The recording party shall bear the cost of such recording.).

17.11. Entry by Landlord. Except as otherwise set forth in this Lease, Landlord reserves the right at all reasonable times and upon reasonable notice to Tenant (except in the case of an Emergency) to enter the Leased Premises to (i) inspect them; or (ii) to alter, improve or repair the Leased Premises (but not the Solar Facilities). The Landlord shall have the right enter the Premises to make such improvements or modifications to the water treatment plant facilities as required by state or federal law, or state or federal regulation, or by order of any administrative agency or court.

17.12. Interest Rate. For purposes of this Lease, the "**Interest Rate**" shall be the lesser of: an annual rate equal to the lesser of (i) the annual "Bank Prime Loan" rate cited in the Federal Reserve Statistical Release Publication H.15(519), published weekly (or such other comparable index as Landlord and Tenant shall reasonably agree upon if such rate ceases to be published), plus five (5) percentage points, and (ii) the highest rate permitted by applicable law, or the prompt payment rate for state contracts in Connecticut.

17.13. Entire Agreement. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease and the PPA constitute the parties' entire agreement with respect to the leasing of the Leased Premises and supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto. To the extent that there are any inconsistencies between the provisions of this Lease and the provisions of the PPA, the Lease shall govern.

17.14. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, epidemics or pandemics (including the current pandemic caused by Covid-19) and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this

Lease (collectively, a "**Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Notwithstanding the foregoing or any other provision of this Lease, a Force Majeure shall not affect Tenant's right to abate Rent as expressly set forth elsewhere in this Lease. In the event that any Force Majeure event lasts more than twelve (12) months, either party may terminate this Lease.

17.15. Late Payment. If either party is late on the payment of any amount due to be paid under this lease, such payments shall bear interest at the prompt payment rate for state contracts in Connecticut.

17.16. Ownership of Electricity and Environmental Attributes. Landlord acknowledges that Tenant or its affiliate or transferee is the exclusive owner of electricity generated by the Solar Facilities and of the Environmental Attributes and Environmental Incentives of and arising from the Solar Facilities. "**Environmental Attributes**" means the non-energy environmental and/or social characteristics, credits, benefits, reductions, offsets, and/or allowances, howsoever entitled, attributable to the Solar Facilities, including without limitation any avoided emissions of substances to air, soil, or water, such as nitrous oxide (NOx), carbon monoxide (CO), mercury (Hg), carbon dioxide (CO2), methane (CH4), or other greenhouse gases (GHGs) designated by the United Nations Intergovernmental Panel on Climate Change, and any other pollutant that is now or may be in the future regulated and tradable, whether or not such legislation, regulation or trading program is ever implemented. Environmental Attributes do not include any energy, capacity, reliability or other power attributes associated with the generation of electricity, or any liabilities associated with such generation, and do not include any tax credits, incentives or rebates which may accrue as a result of implementing the Solar Facilities. "**Environmental Incentives**" means: (i) federal, state or local tax credits; (ii) grants or subsidies in support of renewable energy; (iii) emission reduction credits used for compliance with applicable laws or permits; and (iv) all other rebates, benefits, reductions, tax credits, offsets, deductions, allowances or entitlements of any kind resulting from the Environmental Attributes or the installation and operation of the Solar Facilities.

18. Representations and Warranties of Landlord. Landlord represents and warrants to Tenant and any Lender as follows:

18.1. No Other Agreements. Landlord has not leased or granted any other rights to the Leased Premises.

18.2. Full Power and Authority. Landlord has lawful title to and is the fee owner of the Property and has the full power and authority to enter into this Lease.

18.3. Enforceability. This Lease is a valid and binding obligation of Landlord, enforceable against Landlord pursuant to its terms, and the execution of this Lease shall not constitute a breach or default of any other agreement to which Landlord or its Affiliate is a party.

18.4. No New Restrictions. Without the prior written consent of Tenant, Landlord shall not seek, or enter into a voluntary agreement which would place, any restrictions or regulatory changes that would render the Solar Facilities or Tenant's use of the Leased Premises non-conforming, or otherwise materially adversely affect the Solar Facilities. Notwithstanding the foregoing to the contrary, a sale in lieu of condemnation shall not be covered by the above restriction. However, the parties acknowledge that as a working water treatment facility, new restrictions may be imposed by state or federal laws, state or federal regulations, state or federal administrative agencies, or state or federal courts to ensure the environmental compliance and safety of the water treatment facility. The parties agree it shall not be a breach of this Lease, or of the PPA, if Landlord is required to comply with such authorities, and thereby new restrictions become imposed on the Solar Facilities or Tenant's use of the Leased Premises.

19 Tenant's Representations and Warranties. Tenant represents to Landlord that Tenant has full power and authority to enter into this Lease in accordance with its terms, and that this Lease is a valid and binding obligation of Tenant, enforceable against Tenant pursuant to its terms, and the execution of this Lease shall not constitute a breach or default of any other agreement to which Tenant or its Affiliate is a party.

20 Confidentiality. Landlord and Tenant shall maintain in the strictest confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Lease, unless such information (i) is in the public domain by reason of prior publication through no act or omission of the disclosing party; (ii) was already known to the disclosing party at the time of disclosure and which the disclosing party is free to use or disclose without breach of any obligation to any person or entity; or (iii) as required by a regulatory authority in connection with any regulatory proceedings governing Tenant or its Affiliate. Notwithstanding the foregoing, the parties here to may disclose such information to such party's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of such party regarding this Lease; any prospective purchaser of the Property; or pursuant to lawful process, subpoena or court order requiring such disclosure. The provisions of this Section 20 shall survive the termination or expiration of this Lease for a period of twelve (12) months. Notwithstanding the foregoing, both parties acknowledge that the Landlord is subject to the Freedom of Information Act, and that Landlord shall comply with any such FOIA requests as law and regulation dictate. Tenant waives confidentiality in any documents or information that Landlord must release under FOIA.

21 Limitation of Liability of Trustees, Shareholders, and Officers of Landlord. Any obligation or liability whatsoever of Landlord, which may arise at any time under this Lease or any obligation or liability which may be incurred by it pursuant to any other instrument, transaction, or undertaking contemplated hereby shall not be personally binding upon, nor shall resort for the enforcement thereof be had to the property of, its trustees, directors, shareholders, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort, or otherwise.

22 Limitation of Landlord's Liability. Landlord shall be liable only for breaches of Landlord's obligations occurring while Landlord is owner of the fee of which the Property are a part (provided, however, that if Landlord shall ever sell and lease-back such fee, or the ground thereof or the improvements thereon, then "fee" shall, in such event, be deemed to mean Landlord's leasehold interest). Tenant (and all persons claiming by, through or under Tenant) agrees to look solely to Landlord's interest from time to time in the Property (including the uncollected rents, issues, profits, and proceeds thereof, subject to the superior rights of mortgagees therein) for satisfaction of any claim or recovery of any judgment from Landlord; it being agreed that neither Landlord nor Landlord Parties shall ever be personally or individually liable for any claim or judgment, or otherwise, to Tenant (or such persons). Except as expressly set forth herein, neither party shall be liable to the other party for indirect or consequential damages.

23 Protection of Tenant's Lender. Any lender to Tenant with a loan secured by Tenant's interest in this Lease or the Solar Facilities which is identified in written notice to Landlord (a "**Lender**") shall, for so long as the lien of Lender's security is in existence, be entitled to the following protections:

23.1 Notice of Default. Landlord shall copy to Lender a duplicate copy of any notice of an Event of Default by Tenant under this Lease and Lender shall have the right to cure any such Event of Default within the applicable cure period as provided in this Lease.

23.2 Right to Perform. Lender shall have the right at any time, but shall not be obligated, to pay any rent due hereunder, cure any Event of Default or cause to be performed any other obligation of Tenant at or within the time such payment, cure or performance is required under this Lease.

23.3 Notwithstanding anything contained in this Lease to the contrary, upon any Lender providing (at such Lender's sole discretion) written notice to Landlord that an event of default by Tenant under the financing documents with respect to the Solar Facilities between such Lender and Tenant has occurred and has continued beyond any applicable notice or grace periods provided therein, Landlord shall, upon such Lender's request, have the right to terminate this Lease in accordance with the following sentence, without penalty, upon delivery of prior written notice, which termination shall be effective on the date which is five (5) business days from Tenant's receipt of such notice. In the event Lender elects to exercise the foregoing right, Landlord and Lender shall, within thirty (30) days after receipt of such notice, enter into a new lease agreement on substantially similar terms as this Lease (subject to any conforming changes necessitated by the substitution of parties and such other changes as mutually agreed between such Lender and Landlord) and promptly following Landlord's receipt of a fully executed counterpart of such new lease agreement with such Lender, and no sooner, Landlord shall deliver written notice to Tenant exercising the right to terminate the Lease described in the immediately foregoing sentence.

23.4 A Lender that does not hold an interest in this Lease, shall not be deemed to have assumed any obligation of Tenant under this Lease prior to the time that such Lender holds an interest in this Lease or the Leased Premises. Any such Lender shall be liable to perform

obligations of Tenant under this Lease only for and during the period of time that such Lender holds an interest in this Lease or the Leased Premises.

23.5 Landlord shall receive from Tenant and Lender prior written notice that Lender will be taking a security interest in the Solar Facilities. Landlord shall be given an opportunity to review and, if reasonable, consent to the security interest. In that event, Landlord consents to Lender's security interest in the Solar Facilities and other personal property of Tenant that is or may from time to time hereafter be located on the Property, and to which Tenant has granted or will grant a security interest to the Lender (all such property and the records relating thereto shall be hereafter called the "**Collateral**") and subordinates all claims and demands of every kind against the Collateral to the rights of the Lender, such subordination to continue so long as any sum remains owing from Tenant to the Lender. Landlord hereby subordinates to Lender's security interest any right of distraint or statutory lien for rent against Tenant's property on the Premises that would permit Landlord to possess or sell Tenant's property before obtaining a judgment. Landlord does not waive any right to obtain and enforce any judgment lien or any pre-judgment rights and remedies other than those described above.

24 Option to Purchase. Upon the expiration of the Term, as may be extended pursuant to Section 2.2, Landlord shall have the "Option to Purchase" the Solar Facilities from Tenant for a purchase price equal to the Fair Market Value, as set forth below, of the Solar Facilities. Landlord must provide a notification to Tenant of its intent to purchase at least sixty (60) days and not more than one hundred eighty (180) days prior to expiration of then current Term. Any such purchase shall be on an as-is, where-is basis, and Tenant shall not provide any warranty or other guarantee regarding the performance of the Solar Facilities, provided, however, that Tenant shall assign to Landlord any manufacturers warranties that are in effect as of the purchase date, and which are assignable pursuant to their terms.

"**Fair Market Value**" means, in Tenant's reasonable determination, the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the Solar Facilities and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation. Tenant shall determine Fair Market Value within thirty (30) days after Landlord has exercised its Option to Purchase the Solar Facilities. Tenant shall give written notice to Landlord of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Landlord reasonably objects to Tenant's determination of Fair Market Value within thirty (30) days after Tenant has provided written notice of such determination, the parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the Solar Facilities. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the Solar Facilities based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the

appraiser shall be binding upon the parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the parties equally. Upon purchase of the Solar Facilities, Landlord will assume complete responsibility for the operation and maintenance of the Solar Facilities and liability for the performance of the Solar Facilities, and Tenant shall have no further liabilities or obligations hereunder.

25 Exhibits and Schedules. The Exhibits and Schedules to this Lease are as follows:

Exhibit A	Legal Description of Property
Schedule A	Site Plan
Schedule A-1	Specifications of the Solar Facilities
Schedule A-2	[Reserved]
Schedule A-3	Description of the Cable License Area
Schedule A-4	Construction License Area
Schedule B	Commencement Date Certificate
Schedule C	Approved Plans and Specifications
Schedule D	[Reserved]
Schedule E	[Reserved]
Schedule F	[Reserved]
Schedule G	Lost Energy Revenue
Schedule H	Maximum Landlord Exposure

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:
SHR Energy Management LLC

By: _____ Name: Noel
H. Lafayette
Title: President

Witnessed by:	Witnessed by:
_____ Name:	_____ Name:

STATE OF CONNECTICUT)
) ss: _____, 2023
COUNTY OF _____)

Personally appeared Noel H. Lafayette duly authorized, President of SHR Energy Management, LLC, as aforesaid, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and the free act and deed of said Limited Liability Company, before me.

[Seal]	_____ Notary Public My Commission Expires:
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LANDLORD
Town of Litchfield

By: _____

Name: Denise Raap

Title: First Selectman

Witnessed by:

Witnessed by:

Name:

Name:

STATE OF CONNECTICUT)

) ss: Litchfield

_____, 2023

COUNTY OF LITCHFIELD)

On this the ____ day of _____, 2023, before me the undersigned officer, personally appeared Denise Raap, First Selectman, of the Town of Litchfield, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged she executed the same in the capacity therein stated and for the purposes therein contained.

Notary Public
Commissioner of Superior Court
My Commission Expires

LANDLORD

Town of Litchfield WPCA

By: _____ Name:

David R. Wilson

Title: Chairman

Witnessed by:

Witnessed by:

Name:

Name:

STATE OF CONNECTICUT)

) ss: Litchfield

_____, 2023

COUNTY OF LITCHFIELD)

On this the ____ day of _____, 2023, before me the undersigned officer, personally appeared David R. Wilson, Chairman of the Town of Litchfield Water Pollution Control Authority, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged he executed the same in the capacity therein stated and for the purposes therein contained.

Notary Public
Commissioner of Superior Court
My Commission Expires

EXHIBIT A
Legal Description of Property
29 Stoddard Road, Litchfield, CT 06759

The entire WPC parcel consists of 36 acres. The solar array proper will utilize a fenced in area of 1.07 acres, as depicted on the site plan below at Exhibit F. The existing, partially paved access road on the right-hand side of the side driveway will be utilized as a gateway to the solar array, for ongoing maintenance. Most construction equipment will be stored here as well.



It is situated upon the right-hand side of the driveway, approx. 100 yds prior to main gate of the plant. It commences just at 90-degree right angle to the access driveway on the right-hand side. This access driveway shall remain in place, as the gated entrance to the solar array proper.

The site is currently wooded, with less mature, lower value trees. There is a small wetlands area, as marked on the site plan, inside this access driveway, approximately 30 feet to the right.



The site is flat for the first 2/3 of the acreage, walking North to South, then it begins a gentle slope upwards estimated to be at 20-degree pitch, yet it is uneven in some spots. At the crest of the slope is a rock ledge, where the array fence will end.

Walking north to south, on the left side is a stone wall that runs the length of the site. To the right side is brush, which ends at the exiting utility poles that run the length of site as well.

Upon review, the attached photographs show the orange markers which make the southernmost point of the array fence line, along with the planned shrubbery screenings locations.



The conduit run will begin near the corner of the main driveway and the access driveway, going down the main driveway towards the main buildings, heading north. It will connect to the main building's switchgear, which is subterranean.



Site Plan Attached

SCHEDULE A

Site Plan

Final Plan to be mutually approved by Landlord and Tenant. See attached site plan.

SCHEDULE A-1

Specifications of the Solar Facilities

SOLAR ENERGY FACILITY

Technical Specifications

- 345 kW DC Solar PV System
- 432,232 kWh for the Expected System Output, which represents the expected production from the SEF in the first year of production.

Project Specifications

<u>Major Components</u>	<u>Description</u>	<u>Model</u>
<u>Units</u>		
Modules:	Hanwha Qcells, QPeak	DUO XLG11/BFG 585w
590		
Inverters:	Sunny Tripower	CORE1-50US
5		
Racking:	APA Ground screws	NA
400		

The PV modules being installed are reliable, durable and highly efficient PV modules with a 10-year product guarantee. The panels also carry a 25-year manufacturer output warranty that will provide at least 80% of their PTC rating. This project contains modules, inverters, racking and other solar equipment on 1.2 Acres of the Premises.

DC power from the solar modules will be routed in electrical conduit to the inverters. AC power from the inverters will be routed underground along the driveway path, to the main electrical service located inside the main building of the WPCA, on the parcel owned by the Buyer.

SCHEDULE A-2

Description of the Ground License Area

See attached site plan.

SCHEDULE A-3

Description of the Cable License Area

See attached site plan.SCHEDULE A-4

Description of the Construction License Area



See also attached site plan.

SCHEDULE B

Commencement Date Certificate

The approximate Commencement Date for this project is:

The approximate date by which construction shall be completed is:

SCHEDULE C
Major Components of the Solar Facilities

Major Components	Description	Units
Modules		
Inverters		
Racking	ISA Corporation / Universal Renewables custom engineered racking	N/A

SCHEDULE D

[Reserved]

SCHEDULE E

[Reserved]

SCHEDULE F
[Reserved]

SCHEDULE G

Lost Energy Revenues

Lost revenue shall equal the lost Zrec revenue on a pro-rata basis, where one Zrec equals one megawatt of power produced. The Zrec value shall be pro-rated against the lost kilowatt-hours.

SCHEDULE H

Maximum Landlord Exposure

Lost revenue shall equal the lost Zrec revenue on a pro-rata basis, where one Zrec equals one megawatt of power produced. The Zrec value shall be pro-rated against the lost kilowatt-hours.