

Town of Easton South Park Advisory Committee
Regular Meeting
September 21, 2020
Location: Virtual Meeting via Zoom
Meeting ID: 573 146 5822
Password: SPAC0921
Total attendees: 12

1903 Call to order by John Cunningham

Committee members present: John Cunningham, Ross Ogden, Tara Sanft, Lisa Keane, Jeff Becker, Elliot Leonard, Andy Kachele, Dwight Senior

Committee member not present: Bob Schrage

1. Review minutes from August 17, 2020 meeting, motion to approve minutes by A Kachele, second by J Becker, no amendments, approval vote was unanimous.

2. Public comment: none

3. Old Business

A. Review and discuss August 17, 2020 meeting, no comments

B. Committee reports on ongoing investigations

1. Solar farm, by T Sanft, proposal presented by Cela Bernie of Citrine Power, based in CT. This is a virtual net metering proposal. Questions: J Becker, can the town become their own microgrid, so the townspeople benefit? It's more complicated and costlier. Can the land be farmed under the panels? Citrine would like to have land where land can be grazed by animals or grow shade loving produce. No toxic materials can be used on their properties. J Cunningham, do we know the temperature of water run off? Storm water analysis has to be done. What is the average time for cash flow to come in to the landlord? Average in CT is 9 months, rent starts immediately once construction starts, discounted power starts about 4 months after construction ends. Citrine is responsible for paying for any needed upgrades/infrastructure costs. Lease period is 20-25 years. A Kachele, what is distance between panels? 12-13 feet and 20 degree panel grade, 15 feet between panels and fence. What happens if regulatory scheme for virtual net metering changes, who bears risks? Citrine bears risk. Example contract lease attached. Citrine restores land to original state, minus wear and tear, at end of lease. Five acres is the smallest project Citrine is interested in doing, but 10 acres (2 megawatts) is preferred. Energy benefits can be shared with other towns or local farms. J Cunningham, do you ever buy the properties? Leasing is better for Citrine unless the purchase is very inexpensive.

2. Ag application, by J Becker, there is some cross over to the solar farm plan. He will look to local farms for interests in possibilities in farming in combination with solar farm.

3. Educational Nature Center, by L Keane, walked the property with a representative from CAH Architecture firm, Chris Hull. We looked at the existing structure from a distance and he will give an estimate of cost to convert to a nature center. No other feed back from SHU or FU.

4. Cemetery proposal, by L Keane and T Sanft. Looking at numbers provided to us, based on \$2,000/plot, there would not be a positive cash flow for many years.

5. Preserve and protect, by Dwight Senior, has been in touch with Park and Rec and Public works, but still awaiting firm costs. Public works cuts it twice a year now. Land needs to be cleared for Park and Rec to take over maintenance.

6. Residential development, by R Ogden, still awaiting appraisal. In light of current market, he will reach out to brokers as demand is up.

7. Commercial development, by J Cunningham and E Leonard. E Leonard reports he has a contact at Cushman and Wakefield who would like a tour of the property, R Ogden to organize that. J Cunningham reports there is still interest by SHU and FU but the schools are busy at this time; but an interest is still there.

8. Grant application status, no update, still waiting on state. A Kachele has financial reports on impact if there was a sale to the ALT for roughly \$450K. See attached schedules.

4. New Business

A. No new proposals at this time. No update on New England Prayer Center interest. R Ogden will reach out for update.

B. J Becker makes a motion to take the cemetery proposal off the list of options, second by A Kachele. Vote was unanimous.

5. Public comment: none

6. Plan for next period, next meeting is Oct 5, 7pm. A Kachele suggests breaking down proposals into two categories: those that create revenue and those that need revenue. J Cunningham to send proposal template.

2031 Motion to adjourn by J Becker, second by A Kachele, vote was unanimous.

ZOOM link:

<https://us02web.zoom.us/j/91227612345>

Passcode: 4y6Ze53.

Minutes submitted on September 27, 2020, by L Keane, SPAC Secretary

SOLAR SITE OPTION & LEASE AGREEMENT

This Solar Site Option & Lease Agreement (the “**Lease**” or “**Agreement**”), dated as of this day of August 2019 (the “**Effective Date**”), is entered into by and between [Project Company], a Delaware limited liability company (“**Lessee**”) whose workplace is 55 Greens Farms Road, Suite 200-78, Westport, CT 06880 and _____ a [xxx] limited liability company whose address _____ (the “**Lessor**”). Each of Lessee and Lessor is referred to herein as a “**Party**” and collectively they are referred to as the “**Parties**”.

RECITALS

WHEREAS, the Parties would like to enter into this Solar Site Option & Lease Agreement with the understanding that the Lessee will develop and build a minimum of 2 MWac solar system on at least 9 acres of the Premises as described below and owned by the Lessor, after certain conditions outlined herein have been met,

NOW THEREFORE, in consideration of the foregoing and in consideration as set forth in this Agreement, the Parties hereby agree as follows:

A. GENERAL TERMS

A.1. **Purpose of the Lease.** The purpose of this Lease is to lease a portion of land located in _____, (the “**County**”), State of _____ consisting of a minimum of 9 acres, as more particularly described in Exhibit A.1 attached hereto and incorporated herein (the “**Premises**”) and to allow Lessee to develop, construct, own, operate and maintain a solar photovoltaic energy system (the “**Facility**” and as further defined at Exhibit A.2) on the Premises. Lessee shall have the exclusive right and easement to develop and use the Premises for all related and incidental purposes and activities, including but not limited to the activities described on Exhibit A.2, attached hereto and incorporated herein, as the “**Site Activities**”. The final acres of the Premises used in connection with the Facility (the “**Leased Acres**”) will be defined in Exhibit B prior to the Construction Commencement Date, as defined below, and shall be based on the actual acres used on the Property in connection with the Facility.

A.2. **Facility Development, Construction, Ownership, Operation and Maintenance** Lessor hereby consents to the development, construction, ownership, operation and maintenance of the Facility and performance of all Site Activities by Lessee, its Affiliates and any employees, agents, representatives, subcontractors or other designees of any of the foregoing and any local electric utility personnel, on the Premises.

A.3. **Rent** During the Term of this Lease, Lessee shall pay Lessor rent on a per acre, per year basis as compensation in full for the rights with respect to the Premises, and such other rights, as set forth in this Lease. Lessee shall pay Rent to Lessor commencing on the Operating Rent Commencement Date and ending on the twenty-fifth (25th) anniversary of the Operating Rent Commencement Date (the “**Operating Rent Period**”), Lessee shall pay Lessor \$____ per acre of the Premises, per year (the “**Operating Rent**”). The Operating Rent will be paid in twelve equal monthly installments on the 15th of each month during the Term. The final Leased Acres used in connection with the Facility and for purposes of calculating the Operating Rent, shall be defined and attached hereto in Exhibit B prior to the Construction Commencement Date and shall be based on the actual acres used in connection with the Facility. Such amount represents the full financial lease obligation from the Lessee to Lessor. “**Operating Rent Commencement Date**” shall mean the first day of the first full month during which the Facility obtains the permission to operate from the local Electric Distribution Company, _____ and delivers electricity to _____. “**Construction Commencement Date**” shall mean the physical start of construction date. Lessee will notify Lessor of the Construction Commencement Date at least three months prior to such Construction Commencement Date in a written notice.

A.4. **Term** The term of this Lease (the “**Term**”) shall commence on the Effective Date and shall continue until the twenty-fifth (25th) anniversary of the Operating Rent Commencement Date exclusive of the First Year Option Period and Second Year Option Period as described in Section A.5.3 below. The Term shall be automatically extended for up to two (2) consecutive periods of five (5) years each, unless earlier terminated in accordance herein.

A.5. Right to Terminate

A.5.1. Lessor Right To Terminate. Lessor may terminate this Agreement after August , 2021 if the Lessee has not achieved the the Construction Commencement Date. The Agreement shall terminate twenty-one (21) days after Lessee's receipt of such written termination notice, unless, however, Lessee becomes eligible to and, subsequently, exercises its right to the Extended Period (defined below) during such twenty-one (21) day period. If, by August , 2021, the Construction Commencement Date has not yet occurred, but Lessee is active in pursuing related permits or interconnection agreements or otherwise actively developing the Facility, then Lessee shall have the right to extend the Lease up to two (2) additional six (6) months to achieve the Construction Commencement Date (the "**Extended Period**") at a rate equal to 20% of the first year's Operating Rent payment (the "**Extended Period Payment**"). If Lessee exercises its right to the Extended Period, then Lessor may not terminate the Agreement during the Extended Period. The Extended Period Payment is payable in equal monthly installments during the Extended Period. In the event of termination of this Agreement, in accordance with Section H, neither Party shall have any further liability to the other, provided that: (i) Lessee, at its expense, shall remove any equipment or materials which Lessee has placed on the Premises pursuant to Section A.6 of this Agreement; (ii) Lessee, at its expense, shall restore any portions of the Premises disturbed by Lessee to their pre- existing condition pursuant to Section A.6 of this Agreement; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of a written termination notice, in accordance with Section K.1.

A.5.2. Lessee Right to Terminate. Lessee shall have the right to terminate this Agreement as to all or any part of the Premises at any time prior to the Operating Rent Commencement Date and prior to the Construction Commencement Date and without cause, and may terminate this Agreement by delivering written notice to Lessor of its intention to terminate this Agreement. The termination of the Agreement shall be effective twenty-one (21) days after Lessor's receipt of such written notice.

A.5.3. Option Payments & Option Periods. In acceptance and execution by all parties of this Agreement, Lessee shall pay Lessor a good faith non-refundable amount of _____ (\$xx) ("First Option Payment") valid until the first anniversary of the execution date of this Agreement ("First Year ("First Year Option Period"), August , 2020. In the event the Lessee decides to extend the option period for another year ("Second Year Option Period"), the Lessee shall pay another good faith non-refundable amount of _____ (\$xx) ("Second Option Payment") valid until the second anniversary of the execution date of this Agreement ("Second Year Option Period") August , 2021.

A.6. Removal of Facility at End of Term Lessee shall, within one-hundred and eighty (180) days following the end of the Term, and at Lessee's cost and expense, be required to deconstruct, dismantle and remove the Facility from the Premises restore the Premises to its original condition at the Effective Date of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control. During such removal, Lessee, its Affiliates and any employees, agents, representatives, contractors, subcontractors and other designees of any of the foregoing and any local electric utility personnel shall continue to have access to the Premises and the Facility as otherwise provided in this Lease with Operating Rent due Lessor through the date upon which Lessee completes decommissioning, deconstruction, dismantling and removal of the Facility from the Premises.

A.7. Access to Premises Lessor shall provide Lessee with access to the Premises as reasonably necessary to allow Lessee to develop, construct, own, operate and maintain the Facility as contemplated herein, including ingress and egress rights to the Premises for Lessee, its Affiliates and any employees, agents, representatives, subcontractors, Lenders, investors, potential Lenders or potential investors, regulators and other designees of any of the foregoing and any local electric utility personnel, and access to the Facility to interconnect the Facility with the local electrical grid. Lessor grants Lessee all ingress and egress rights of way to the Premises as necessary for the design, construction, operation and maintenance of the Facility during the Term of the Lease. Lessor shall

provide such space on the Premises and access as is reasonably requested by Lessee for laydown, for the temporary storage and staging of tools, materials, parts, supplies and equipment, for rigging and material handling, for the parking of vehicles and temporary trailers and facilities and for erecting an office or other structure, in each case as reasonable necessary or convenient for the development, construction, ownership, operation, and maintenance of the Facility or any portion thereof. Lessor will identify specific areas for storage, staging, and parking use by the Lessee and its Affiliates. Lessor and its authorized representatives shall at all times have access to, and the right to observe, the development, construction, ownership, operation and maintenance of the Facility on the Premises, subject to compliance with Lessee's safety rules. However, Lessor shall retain the right to identify alternative areas on property it owns or controls to be used by Lessee for the aforementioned purposes in the event the specific location with respect to Lessee's activities interferes with Lessor's operation of its own business.

A.8. Facility and Output Ownership Lessor acknowledges and agrees that (i) Lessee or one of its Affiliates is and shall be the exclusive owner and operator of the Facility, (ii) all permits, approvals, interconnection agreements, equipment, warranties, guarantees, service agreements, facilities and other contracts comprising the Facility shall remain the personal property of Lessee and shall not become fixtures, notwithstanding the manner in which the Facility is or may be mounted on, adhered to or attached to the Premises or structures, buildings and fixtures on the Premises, and (iii) Lessor shall have no right, title or interest in any Facility or any component thereof, notwithstanding that any such Facility may be mounted on, adhered to, or attached to the Premises or structures, buildings and fixtures on the Premises, except as otherwise provided herein. As between Lessor and Lessee, Lessor acknowledges that Lessee or one of its Affiliates is and shall be the exclusive owner of all Energy output of the Facility, of all Environmental Attributes related to the Facility and of any other tax or financial incentives related to the Facility. Without the express written consent of Lessee, Lessor shall not make or publish any public statement or notice suggesting ownership of such Energy output, Environmental Attributes or tax or financial incentives.

A.9. Insurance Lessee's liability insurance shall be purchased and maintained by the Lessee to protect him from claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Lessee's operation under this Agreement, whether such operation be by himself or by any or anyone directly or indirectly employed by any of them. The insurance shall name the Lessor as an additional insured and shall be written for not less than \$500,000 each person, \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Lessee's obligations. Lessee shall supply Lessor with an annual certificate of insurance upon renewal. The provisions of this Lease shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies. The liability of the Parties hereunder shall not be limited or reduced by insurance.

A.10. Taxes Lessee shall pay any personal and real property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to the presense of the Facility on the Premises (or any portion or component thereof). Lessor pays all real and personal property taxes on the Premises excepting only real and personal property taxes charged against the Facility or directly or indirectly resulting from the presence of the Facility on the Premises.

B. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSOR

B.1. Power and Authorization Lessor represents and warrants that it has all requisite power and authority to enter into this Lease and to carry out the transactions contemplated hereby, and that it has taken all necessary actions to authorize the execution, delivery and performance of this Lease.

B.2. No Conflict Lessor represents and warrants that the execution, delivery and performance by it of this Lease does not (i) violate (A) its organizational documents, or (B) any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Lease.

B.3. Binding Obligation Lessor represents and warrants that this Lease has been duly executed and delivered by it and is a legally valid and binding obligation, enforceable against it in accordance with the terms hereof, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

B.4. Lessor's Title to Premises Lessor represents, warrants and covenants that Lessor has lawful title to (or a valid leasehold interest in) the Premises and that Lessee shall have quiet and peaceful possession of the Premises in accordance with this Lease, free from any claim of any Person of superior title thereto, without hinderance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Term of this Lease. Lessor shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the Premises unless Lessor shall have given Lessee at least fifteen (15) days' prior written notice thereof, which notice shall identify the transferee, the Premises to be so transferred and the proposed date of transfer. Lessor agrees that this Lease shall run with the Premises and survive any such transfer of any of the Premises. In furtherance of the foregoing, Lessor agrees that it shall cause any purchaser, lessee, assignee, mortgagee, pledge or party to whom a lien has been granted to execute and deliver to Lessee a document in form and substance satisfactory to Lessee, pursuant to which such party (i) acknowledges and consents to the Lessee's rights in the Premises as set forth herein, including an acknowledgement by the transferee that it has no interest in the Facility, the Energy output, the Environmental Attributes or any other tax or financial incentive relating thereto, and shall not gain any interest in any of the foregoing by virtue of the Lessor's transfer, and (ii) expressly subordinates any lien it may have in and to any of the foregoing to Lessee's rights and interests hereunder.

B.5. No Interference With and Protection of the Facility. Lessor will not conduct activities on, in, under, over or about the Premises, the Facility or any portion thereof that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Facility. To the extent practicable, Lessor shall permit Lessee to maintain reasonable and appropriate security measures on the Premises to prevent Lessor's employees, invitees, agents and representatives, any third parties or animals, from having access to the Premises or the Facility, and to prevent any theft, vandalism or other actions that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Facility.

B.6. Insolation Lessor acknowledges and agrees that access to sunlight ("**Insolation**") is essential to the value to Lessee of the leasehold and easement interests granted hereunder and is a material inducement to Lessee in entering into this Lease. Accordingly, Lessor shall not permit any interference with insolation on and at the Premises or any other real property owned by, leased to or from, or otherwise controlled by Lessor that may reasonably be considered to adversely affect the Facility. In the Event of any obstruction that interferes with insolation is proposed to be erected or installed on property other than the Premises Lessor shall promptly deliver to Lessee copies of any notice relating thereto received by Lessor, and Lessee shall have the right to intervene or to direct Lessor to intervene in any proceeding and to contest the installation or erection of such obstruction. In the event such obstruction is installed, (a) Lessee shall have the right to remove the Facility from the Premises and (b) Lessor shall be liable for damages in accordance with Section H. Maintenance of the portion of the Premises upon which the Solar Generating Equipment is located including the control of the growth of foliage, is the responsibility of the Lessee.

B.7. Hazardous Materials To the best of Lessor's knowledge, there are no hazardous, toxic or dangerous substances, chemicals, materials or wastes present on, in, under or over the Premises in violation of any Applicable Law or that might otherwise impair Lessee's ability to utilize the Premises as contemplated by this Lease. Lessor shall not introduce or use any hazardous, toxic or dangerous substances, chemicals, materials or wastes on, in, under or over the Premises in violation of any Applicable Law. If Lessor becomes aware of any hazardous, toxic or dangerous substances, chemicals, materials or wastes present on, in, under or over the Premises, Lessor shall promptly notify Lessee of the type and location of such substances, chemicals, materials or wastes in writing. Lessor agrees to assume full responsibility for and shall protect, indemnify, defend and hold harmless Lessee and its Indemnitees against, any loss, costs, damages, liability or cleanup obligations arising out of (i) any pre-existing conditions caused as a result of Hazardous Materials on, in, under or over the Premises, and (ii) any loss, costs, damages, liability or cleanup obligations arising as a result of actions or inactions on the part of Lessor on or after the date hereof. Notwithstanding the foregoing, the indemnification by Lessor set forth herein shall not apply in instances where the loss, costs, damages, liability or cleanup arises as a result of actions

of Lessee or those acting for or on behalf of Lessee (except to the extent arising from the mere discovery of existing conditions that are not exacerbated by Lessee or its agents).

C. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

C.1. **Powers; Authorization** Lessee represents and warrants that it has all requisite power and authority to enter into this Lease, and to carry out the transactions contemplated hereby, and that it has taken all necessary actions to authorize the execution, delivery and performance of this Lease.

C.2. **No Conflict** Lessee represents and warrants that the execution, delivery and performance by it of this Lease does not (i) violate (A) its organizational documents, or (B) any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Lease.

C.3. **Binding Obligation** Lessee represents and warrants that this Lease has been duly executed and delivered by it and is a legally valid and binding obligation, enforceable against it in accordance with the terms hereof, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

C.4. **Hazardous Materials** Lessee shall not introduce or use any hazardous, toxic or dangerous materials on, in, under or over the Premises in violation of any Applicable Law. If Lessee becomes aware of any such hazardous, toxic or dangerous materials on, in, under or over the Premises, Lessee shall promptly notify Lessor of the type and location of such materials in writing. Lessee agrees to assume full responsibility for (and shall protect, indemnify and defend Lessor Indemnitees against) any liability or cleanup obligations for any hazardous, toxic or dangerous materials on, in, under or over the Premises in violation of any Applicable Law that are directly caused by the actions of Lessee or those acting for or on behalf of Lessee (except to the extent arising from (a) the mere discovery of existing conditions that are not exacerbated by Lessee or its agents).

D. LIABILITY AND INDEMNITY

D.1. **Indemnity by Lessee.** Lessee shall defend, indemnify, protect and hold harmless Lessor, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Lessor (collectively, including Lessor, the "**Lessor Parties**") from and against all claims, demands, liabilities, losses, damages, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "**Claims**") suffered or incurred by any of the Lessor Parties as a result of or arising out of a) any acts, omissions, negligence or intentional misconduct of Lessee, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Lessee (collectively, including Lessee, the "**Lessee Parties**") in connection with Lessee Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Lessor Party; or b) a breach of this Lease by Lessee that remains uncured after any applicable notice and cure period. Notwithstanding the foregoing, the Lessor Parties hereby waive any Claims against the Lessee Parties for damage or injury suffered by the Lessor Parties arising as a result of any audible or electromagnetic noise, electrical interference and radio frequency interference attributable to the Lessee Parties' operations on the Premises or any other property, provided that nothing herein shall be deemed to release Lessee from its obligation to defend, indemnify, protect and hold harmless the Lessor Parties from third party claims under the first sentence of this Section D.1. The Lessee Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Lessee Parties' uses of or operations on the Premises.

D.2. **Indemnity by Lessor.** Lessor shall defend, indemnify, protect and hold harmless the Lessee Parties from and against any and all Claims suffered or incurred by any of the Lessee Parties as a result of or arising out of: (a) negligence or intentional misconduct of any of the Lessor Parties, except to the extent any such Claim is caused by the negligence or willful misconduct of a Lessee Party or (b) the condition of the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Lessee Party.

D.3. **No Consequential Damages.** Notwithstanding any provision in this Lease to the contrary, neither Lessee nor Lessor shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Lease whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Lease. The foregoing provision shall not prohibit Lessee or Lessor from seeking and obtaining general contract damages for a breach of the Lease.

E. CASUALTY OR CONDEMNATION, FORCE MAJEURE

E.1. In the event the Premises shall be so damaged or destroyed so as to make the use of the Premises impractical as determined by Lessee, then Lessee may elect to terminate this Lease on not less than twenty (20) days' prior notice to Lessor, effective as of a date specified in such notice. If Lessee does not elect to terminate this Lease pursuant to the previous sentence, Lessor shall exercise commercially reasonable efforts to repair the damage to the Premises and return the Premises to its condition prior to such damage or destruction; provided, however, that, except as otherwise provided in this Lease (including Section A.9 and D.2), Lessor shall in no event be required to repair, replace or restore any property of Lessee comprising part of the Facility, which replacement or restoration shall be Lessee's responsibility. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by Applicable Law for its respective property interest appropriated as well as any damages suffered thereby.

E.2. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Lease and such Party (the "**Claiming Party**") gives notice and details of the Force Majeure to the other Party as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance by the Claiming Party), then the Claiming Party will be excused from the performance of its obligations under this Lease (other than the obligation to make payments then due, and except as otherwise provided in Section A.9 and D.2). The Claiming Party will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations hereunder; provided, however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure (other than the obligation to make payments then due, and except as otherwise provided in Section A.9 and D.2).

E.3. **Force Majeure** If performance of this Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance as soon as such causes are removed. "**Force Majeure**" means: fire, earthquake, flood, tornado or other acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party.

F. ASSIGNMENT

F.1. **Lessor Sale or Assignment** Lessor shall have the right to sell, assign its rights, duties and obligations under this Lease to a third party in connection with a transfer of Lessor's interest in the Premises without the prior written consent of Lessee, so long as (i) Lessor notifies Lessee in writing of such assignment; (ii) such assignment does not adversely impair Lessee's rights in connection with this Lease and (iii) the transferee of Lessor's interest in the Premises assumes all of the rights and obligations of the Lessor under this Agreement. For the avoidance of doubt, the obligations and rights contained in this Agreement shall run with the land and shall be binding upon and against Lessor and its successors, heirs and assigns.

F.2. **Lessee Assignment** Lessee shall have the right to assign its rights, duties and obligations under this Lease without the prior written consent of Lessor to the following entities: (i) one or more parties providing financing or refinancing in connection with the development, construction, ownership, operation or maintenance of the Facility, or any representative of such parties, and (ii) an affiliated entity or a successor entity in a merger or acquisition transaction. For the avoidance of doubt, changes in control of Lessee shall not be deemed to be assignments of this Lease.

F.3. Lessor Sale In the event Lessor shall decide to transfer its interest in the Premises, the Lessor hereby grants to Lessee a right of first offer with respect to the sale of the Premises. The Lessee's right of first offer does not apply to a sale and/or transfer of the Premises to a family member of the Lessor, or family trust to which the Lessor is a beneficiary or trustee. The terms and conditions on which Lessor is willing to sell shall be conveyed to Lessee in writing. Thereafter, Lessee shall have thirty (30) days within which to accept said terms and conditions in writing. In the event of Lessee's acceptance of such offer, Lessor shall sell the Premises to Lessee pursuant to the terms and conditions of said offer and Lessee shall have one hundred twenty (120) days to close on the purchase. In the event Lessor does not sell the Premises to a third (3rd) party after first offering it to Tenant, this right of first offer shall continue to exist as to any proposed subsequent sale.

G. COOPERATION & COOPERATION WITH FINANCING

G.1. Right to Encumber. Lessee, any successor or assignee of Lessee, or any holder of a sublease or license (each hereinafter sometimes referred to as an "**Obligor**") may at any time mortgage, pledge, or encumber to any entity (herein, a "**Lender**") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Lessor. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "Lender".

G.2. Covenants for Lenders' Benefit. Lessee and Lessor expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in Section G.1 above, then notwithstanding any other provision of this Lease to the contrary:

G.2.1.1. Lessor and Lessee will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

G.2.2. Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

G.2.3. The right of a Lender to receive notices and to cure Obligor's defaults pursuant to the provisions of this Section G.2 shall be available only to those Lenders which shall have notified Lessor in writing of their name and address, or whose lien is recorded in the official records of the County in which the Premises is located, regardless of whether the specific provision in question expressly so states. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders. If Lessor shall become entitled to terminate this Lease due to an uncured default by Obligor, Lessor will not terminate this Lease unless it has first given written notice of such uncured default and of its intent to terminate this Lease to each Lender and has given each Lender at least thirty (30) days after the expiration of the cure period which this Lease provides to Obligor for curing such default, to cure the default to prevent such termination of this Lease. Furthermore, if within such thirty (30) day period a Lender notifies Lessor that it must foreclose on Obligor's interest or otherwise take possession of Obligor's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Lessor and the sole recourse of the Lessor in seeking enforcement of its obligations under this Lease or any new lease entered into pursuant to Section G.2.4 below shall be to such Lender's interest in this Lease and the Premises. Upon the sale or other transfer

by any Lender of its interest in the Lease or Premises, such Lender shall have no further duties or obligations hereunder.

G.2.4. In case of the termination or rejection of this Lease as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Lessor shall provide prompt notice thereof to the Lenders. Upon written request of the Lender that is the beneficiary of the first priority security interest in the Lessee's interest under this Lease, made within forty (40) days after notice to such Lender of such rejection or termination, Lessor shall enter into a new lease agreement with such Lender, or its designee or assignee, within twenty (20) days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination or rejection of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease for the remaining term of the original Lease before giving effect to such termination or rejection. Lessor shall have no rights to terminate such new lease based upon defaults occurring prior to the execution of the new lease. Lessor hereby agrees with and for the benefit of the Lenders that the provisions of this Subsection shall survive termination, rejection or disaffirmation of the Lease, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this Subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new lease shall have the same priority as this Lease.

G.2.5. There shall be no merger of this Lease, or of the leasehold estate or easement estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or easement estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Lessor and Lessee shall join in a written instrument effecting such merger and shall duly record the same.

G.3. Lessor shall, at Lessee's or a Lender's request, provide to Lessee and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Lessee or such Lender may reasonable request, and (iii) such other certificates or affidavits as Lessee, such Lender or any title company selected by either Lessee or such Lender may reasonably request. Lessor shall duly execute and return same to Lessee and/or Lender within ten (10) days of Lessee's or Lender's request therefor. Should Lessor fail to timely execute and deliver the consent and estoppel, then Lessee and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Lessor.

G.4. Lessor Cooperation. Lessor will cooperate with Lessee in signing documentation for the development, construction, operations, maintenance of the Facility as needed including but not limited to utility easement documents, consent documents as needed per permitting agencies' and utilities requests.

H. DEFAULTS AND REMEDIES

H.1. Lessee's Default Each of the following shall be an event of default ("**Event of Default**") hereunder:

H.1.1. Monetary Default. If Lessee shall fail to pay when due any amount payable under this Lease (hereinafter a "**Monetary Default**"), and such failure shall continue for a period of thirty (30) days following written notice of same to Lessee, provided that such written notice from Lessor shall be in lieu of, and not in addition to, any notice of default required by applicable law, Lessee shall be deemed in default subject to the provisions herein; and provided further, with respect to the notice requirement, Lessor shall be obligated to give only two (2) such notices per any twelve (12) month period, with any subsequent Monetary Default to be an Event of Default if such Monetary Default shall continue for a period of thirty (30) days from the date such payment is due and lack of notice shall not be a defense of Lessee for such Monetary Default;

H.1.2. Non-Monetary Default. The following Events of Default shall be referred to herein as a “**Non-Monetary Default**”:

- H.1.2.1. If Lessee or any guarantor or surety of Lessee's obligations hereunder shall (i) make a general assignment for the benefit of creditors; (ii) commence any proceeding for relief, 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; (iii) become the subject of any such proceeding which is not dismissed within sixty (60) days after its filing or entry; or (iv) die or suffer a legal disability (if Lessee, guarantor or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Lessee, guarantor or surety is a corporation, partnership or other entity);
- H.1.2.2. If Lessee shall fail to discharge or bond over any lien placed upon the Premises and caused by Lessee in violation of this Lease within thirty (30) days after Lessee receives written notice that any such lien or encumbrance is filed against the Premises;
- H.1.2.3. if Lessee shall fail to comply with any provision of this Lease, other than those specifically referred to in this Article H and, except as otherwise expressly provided therein, such default shall continue for more than thirty (30) days after Lessor shall have given Lessee written notice of such default, or such longer period if such default cannot be reasonably cured within such thirty (30) day period, provided that Lessee diligently commences the cure within the thirty (30) day period and diligently prosecutes such cure to completion; and
- H.1.2.4. if Lessee shall abandon the Facility for more than ninety (90) days or fail to remove the facility at the end of the Term within 180 days. Due to the nature of the Facility, “abandonment” does not refer to lack of physical presence of personnel on the Premises. For the avoidance of doubt, in no event shall Lessee be deemed to have “abandoned” the Facility if Lessee is current with payment of Operating Rent.
- H.1.2.5 If Lessor shall enter the Premises without authorization, or fail to comply with any provision of this Lease and, such default shall continue for more than thirty (30) days after Lessee shall have given Lessor written notice of such default, or such longer period if such default cannot be reasonably cured within such thirty (30) day period, provided that Lessor diligently commences the cure within the thirty (30) day period and diligently prosecutes such cure to completion.

H.2. Upon the occurrence of an Event of Default by the Lessee, defined as aforesaid, and if said Event Default remains beyond all applicable cure periods, then in any such case, notwithstanding any waiver or other indulgence of any prior default, Lessor may terminate this Lease by written notice to Lessee sent at any time thereafter, but before Lessee has cured or removed the cause for such termination. Provided, however, that notwithstanding any other provision of this Agreement or any rights or remedies which Lessor might otherwise have at law or in equity, with respect to any Non-Monetary Default under this Agreement that is not remedied within the time provided in this Agreement, Lessor shall be limited to seeking actual damages and Lessor shall not (and Lessor waives the right to) commence any action or proceeding in which forcible entry and detainer, termination, cancellation, rescission or reformation of this Agreement is sought as a remedy. Subject to customary cure periods for any financing parties that may finance all or a portion of the Facilities, such termination shall take effect on the later of (i) the last day of the month in which Lessee receives the notice, or (ii) twenty-one (21) days after Lessee receives the notice, and shall be without prejudice to any remedy Lessor might otherwise have for any prior breach of covenant. Upon the occurrence of an Event of Default by the Lessor, as defined herein, and if said Event Default remains beyond all applicable cure periods, then in such case, notwithstanding any waiver or other indulgence of any prior default, Lessee shall be entitled to seek specific performance of this Lease, in addition, to its other rights and remedies at law or in equity.

H.3. Lessor Default Election Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Lessor may at any time thereafter, at its election by written notice to Lessee: (i) in the case of a Monetary Default, terminate this Lease; and/or (ii) pursue any remedies provided for under this Lease or at

law or in equity. Upon the termination of this Lease, it shall be lawful for Lessor, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Lessee and all persons and property therefrom.

H.4. Reimbursement of Lessor's Expenses In the case of termination of this Lease pursuant to this Section H (but excluding termination under Section A.5), Lessee shall reimburse Lessor for all actual expenses arising out of such termination, including, without limitation, (i) all costs actually incurred in collecting such amounts due from Lessee under this Lease (including reasonable attorneys' fees actually incurred and the costs of litigation and the like but only if Lessor is successful in its litigation), (ii) all customary and necessary expenses incurred by Lessor in attempting to remove the Facility in accordance with Section A.6, and (iii) all Lessor's other expenditures necessitated by the termination. The reimbursement from Lessee shall be due and payable within thirty (30) days following written notice from Lessor that an expense has been incurred with documentation substantiating such expenses, without regard to whether the expense was incurred before or after the termination. The Lessee's liability hereunder shall not exceed the available insurance proceeds available to the Lessee or Lessor pursuant to the insurance policy(ies) procured by the Lessee pursuant to Paragraph A.9 hereunder.

H.5. Termination of Right of Possession If after the Construction Commencement Date, Lessee has abandoned the Premises by failing to use the Premises for the development, construction or operation of the Facility, and such abandonment has continued for a period of sixty (60) days following written notice of same to Lessee, then Lessor may terminate Lessee's rights under Section A.7. except as needed for the Lessee to remove the Facility pursuant to Section A.6. The Lease shall continue in effect for so long as Lessor does not terminate the Lease (even though it has terminated Lessee's right of possession), and Lessor may enforce all its rights and remedies under this Lease, as applicable, as it becomes due until Lessee has met all conditions as outlined in Section A.6. Notwithstanding any such termination of possession only, Lessor may at any time thereafter elect in writing to terminate this Lease for such previous breach.

H.6. Claims in Bankruptcy Nothing herein shall limit or prejudice the right of Lessor to prove and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization, by reason of the termination, an amount equal to the Lessor's claimed damages, which shall not exceed the available insurance proceeds available to the Lessee or Lessor pursuant to the insurance policy(ies) procured by the Lessee pursuant to Paragraph A.9 hereunder.

H.7. Lessor's Right to Cure Defaults Lessor may, but shall not be obligated to cure, at any time any Event of Default by Lessee under this Lease after the applicable notice and cure period (if any) has expired. In curing any such Non-Monetary Defaults related to the removal of the Facility or restoration of the Premises required by Section A.6 herein, Lessor may enter upon the Premises and take such action thereon as may be necessary to effect such cure. In the case of an emergency threatening serious and imminent injury to persons or property, Lessor may cure such Event of Default without notice. All costs and expenses incurred by Lessor in curing an Event of Default, including reasonable attorneys' fees actually incurred from the day of payment by Lessor shall be paid by Lessee to Lessor on demand.

H.8. No Waiver Exercise by Lessor of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Lessor, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by the written agreement of Lessor and Lessee. Lessee and Lessor further agree that forbearance or waiver by either party to enforce its rights pursuant to this Lease, or at law or in equity, shall not be a waiver of such party's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Lessor of Operating Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Lessor. No payment by Lessee, or acceptance by Lessor, of a lesser amount than shall be due from Lessee to Lessor shall be treated otherwise than as a payment on account of the earliest installment of any payment due from Lessee under the provisions hereof. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

H.9. Late Charge; Default Interest If Operating Rent or any other payment payable hereunder by Lessee to Lessor shall not be paid when due, Lessor may impose, at its election, a late fee of one hundred (\$100.00) dollars with respect to each late payment and interest on the overdue amount from the date when the same was payable until the date paid at a rate equal to five (5%) per annum.

H.10. Lessor Risk of Entry Should Lessor choose to exercise its rights to enter the Premises and interact with the Facility in any way under the terms of this Lease, Lessor expressly represents and warrants that it is doing so at its own risk and indemnifies and holds harmless Lessee from any harm, loss or damage that may occur as a result of such entry. Lessor acknowledges and agrees that its entry onto the Premises shall constitute an Event of Default under Section H.1.2.5 hereunder.

I. DISPUTE RESOLUTION

I.1. Notice of Dispute/Negotiated Resolution. In the event of any controversy, claim or dispute between the Parties hereto arising out of or related to this Lease, or the breach hereof, that has not been resolved by informal discussions and negotiations, either Party may, by written notice to the other, invoke the formal dispute resolution procedures set forth herein. Notwithstanding the foregoing, and whether or not Lessor has invoked the formal dispute resolution procedures set forth herein, Lessee shall be permitted seek injunctive relief as a remedy for any controversy, claim or dispute between the Parties hereto arising out of or related to this Lease. The written notice invoking these procedures shall set forth in reasonable detail the nature, background and circumstances of the controversy, claim or dispute. During the ten (10) Business Day period following such written notice, the Parties shall meet, confer and negotiate in good faith to resolve the dispute.

I.2. Mediation If the parties are unable to successfully resolve any dispute under this Lease, then in that event the dispute may be submitted to mediation. If submitted to mediation, the dispute shall be mediated in the following manner: (i) The dispute shall be submitted to the American Arbitration Association for mediation and not arbitration, with each party paying its own mediation costs and attorney's fees; (ii) A representative of the American Arbitration Association shall select a mediator to mediate the dispute with each Party sharing equally the cost of mediation; (iii) The dispute shall be submitted to the American Arbitration Association for mediation within two (2) weeks of the date when the Parties themselves have been unsuccessful in resolving the dispute; (iv) As in any mediation procedure, the mediation shall not be final and binding as would be the case with an arbitration proceeding, and if the mediation is not successful, then either Party shall have all remedies and rights in accordance with the provisions of the State of New York Law.

J. NOTICE OF LEASE

J.1. Lessee agrees not to record this Lease without Lessor's consent, but, each party hereto agrees, on the request of the other, to execute a memorandum of lease in recordable form and complying with applicable law. In no event shall such document set forth the rent or other charges payable by Lessee under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease. At Lessor's request, promptly upon expiration of or earlier termination of the Term, Lessee shall execute and deliver to Lessor a release of any document recorded in the real property records for the location of the Premises evidencing this Lease, and Lessee hereby appoints Lessor as Lessee's attorney-in-fact, coupled with an interest, to execute any such document if Lessee fails to respond to Lessor's request to do so within fifteen (15) days. The obligations of Lessee under this Section J.1 shall survive the expiration or any earlier termination of the Term.

K. MISCELLANEOUS

K.1. Notices All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices will be made in writing except where this Lease expressly provides that notice may be made orally. Notices required to be in writing will be delivered by hand delivery, overnight delivery, facsimile, or e-mail (so long as a copy of such e-mail notice is provided immediately thereafter in accordance with the requirements of this Section by hand delivery, overnight delivery, or facsimile). Notice by facsimile will (where confirmation of successful transmission is received) be deemed to have been received on the day on which it was transmitted (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it will be deemed received on the next Business Day). Notice by hand delivery or overnight delivery

will be deemed to have been received when delivered. Notice by e-mail will be deemed to have been received when such e-mail is transmitted, so long as a copy of such e-mail notice is delivered immediately thereafter by hand delivery, overnight delivery, or facsimile. When notice is permitted to be provided orally, notice by telephone will be permitted and will be deemed to have been received at the time the call is received. A Party may change its address by providing notice of the same in accordance with the provisions of this Section. Initial addresses for notice shall be as follows:

Lessor:

Lessee:

Citrine Power, LLC
55 Greens Farms Road, Suite 220-78
Westport, CT 06880
203 557 5554

K.2. Governing Law/Venue This Lease will be governed by the laws of the State of New York without giving effect to principles of conflicts of laws that would require the application of the law of another jurisdiction.

K.3. Entire Agreement; Amendments This Lease constitutes the entire agreement between the Parties, and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof or thereof. Any amendment, modification or change to this Lease will be void unless in writing and signed by both Parties.

K.4. Non-Waiver No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. Any waiver must be in a writing signed by the Party making such waiver.

K.5. Severability If any part, term, or provision of this Lease is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Lease, and shall not render this Lease unenforceable or invalid as a whole. Rather the part of this Lease that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision, within the limits of Applicable Law or applicable court decisions, and the remainder of this Lease will remain in full force.

K.6. No Third Party Beneficiaries Except for Lender's rights under Section G herein, nothing in this Lease will provide any benefit to any other third party or entitle any other third party (other than any Lessor Indemnitee or Lessee Indemnitee) to any claim, cause of action, remedy or right of any kind.

K.7. No Recourse to Affiliates This Lease is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, Lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing, pursuant to Section F.1 and F.2, by the Person against whom recourse is sought.

K.8. Relationships of Parties This Lease shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party.

K.9. Counterparts This Lease may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this Lease received by either

Party by facsimile is binding upon the other Party as an original. Both Parties agree that a photocopy of such facsimile may also be treated by the Parties as a duplicate original.

K.10. Further Assurances The Parties shall do such further acts, perform such further actions, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this Lease.

K.11. Intentionally Omitted.

K.12. Estoppel Either Party, without charge, at any time and from time to time, within five (5) Business Days after receipt of a written request by the other Party, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other Person specified by such requesting Party: (i) that this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of such Party there are then existing any defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Lease and, if so, specifying the same and also whether or not to the knowledge of such Party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; (iii) such other information as may be reasonably requested by a Party hereto. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contrary to the facts contained in the certificate.

K.13. Confidentiality Each Party (the "**Receiving Party**") will hold in confidence any information concerning the affairs of the other Party (the "**Disclosing Party**") and will not disclose, publish or make use of such information unless (A) the Disclosing Party agrees in writing to the release of such information, (B) the Receiving Party can establish that the information was generally available in the public domain at the time of such disclosure or was developed independently by the Disclosing Party, or (C) such data or information is required by Applicable Law to be disclosed; provided, however, that such disclosure will be made only to the extent required by Applicable Law and, to the extent permitted by Applicable Law, only after providing the Disclosing Party with prior written notice. Notwithstanding the foregoing, each Party agrees that the other Party may disclose such data and information to its officers, directors, employees, agents, representatives, subcontractors, Lenders, investors, potential Lenders or potential investors, on a "need to know" basis; provided, however, that such officers, directors, employees, agents, representatives and subcontractors will be advised of the confidentiality provisions hereof. Upon any termination or expiration of this Lease, the Receiving Party will promptly return to the Disclosing Party all such data and information in the Receiving Party's possession (or in the possession of any other person or entity permitted hereby to possess such information pursuant hereto) at such time, unless otherwise directed by the Disclosing Party. The obligations of the Parties under this Section will survive for a period of two (2) years from and after the termination of this Lease.

K.14. Subordination and Non-Disturbance. Upon the request of Lessor, to execute and deliver all such instruments as may reasonably be requested to subordinate this Lease to any mortgages or deeds of trust securing notes or bonds executed by Lessor and to all advances made thereunder and to the interest thereon and all renewals, replacements and extensions thereof, provided that Lessor first obtains from Lessor's Mortgagee and delivers to Lessee a written agreement that provides substantially that so long as no Event of Default has occurred and is then continuing and so long as Lessee performs its obligations under this Lease, no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect Lessee's rights hereunder. Lessor's Mortgagee may at any time subordinate its mortgage or deed of trust to this Lease, without Lessee's consent, by notice in writing to Lessee and thereupon this Lease shall be deemed prior to such mortgage or deed of trust without regard to their respective dates of execution, delivery and recording; and in that event such mortgagee or trustee shall have the same rights with respect to the Lease as though it had been executed and delivered (and notice thereof recorded) prior to the execution and delivery and recording of the mortgage or deed of trust provided Lessor obtains a subordination and non-disturbance agreement from the present mortgagee of record in a form substantially similar to Exhibit E and satisfactory to Lessee.

K.15. Nuisance To the extent practical and without negatively impacting the Facility, at all times during the Term and such further time as Lessee occupies the Premises, Lessee shall use commercially reasonable efforts to minimize impacts to the Premises and, except for those which are attributable to normal day-to-day operation of electrical generating facilities, such as noise, electromagnetic fields, and glare, Lessee shall use commercially reasonable efforts tonot: (i) injure, overload, deface or otherwise harm the Premises; (ii) commit any nuisance; (iii) commit any waste to the Premises; (iv) permit the emission of any objectionable noise or odor; (v) make any use of the Premises which is improper, or contrary to any Legal Requirement or, to Lessee's knowledge, which will invalidate any insurance policy covering the Premises or any portion thereof, including, without limitation, the handling, storage and disposal of any hazardous material.

K.16. Changes and Alterations Except as otherwise explicitly set forth herein, Lessee shall have no authority, without the express written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, to alter, remodel, reconstruct, demolish, add to, improve or otherwise change the Premises, except that Lessee shall have such authority, without the consent of Lessor, to (i) alter, remodel, reconstruct, demolish, add to, improve or otherwise change the Premises and do such things as are appropriate, in Lessee's sole discretion, to develop, construct, own, operate and maintain the Facility; (ii) to comply with the obligations imposed on Lessee under other provisions of this Lease; and (iii) to make "minor alterations" as set forth below. Except as permitted under subsections (i), (ii), and (iii) herein, Lessee shall not construct or permit any alterations, installations, additions or improvements including any interior or exterior signs to the Premises without having first submitted to Lessor plans and specifications for Lessor's approval, which approval shall not be unreasonably withheld or delayed. For the avoidance of doubt, the restrictions in this provision shall not apply to the Facility, or any equipment owned and operated by Lessee nor the activities associated with the normal construction and operations of a solar facility.

K.17. Quiet Enjoyment Lessor covenants that Lessee on paying the Rent and performing Lessee's obligations under this Lease shall peacefully and quietly have, hold and enjoy the Premises throughout the Term or until it is terminated as in this Lease provided without hindrance by Lessor or by anyone claiming by, through or under Lessor.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be duly executed, under seal, by persons hereunto duly authorized, as of this ____ day of March 2019.

LESSEE:

Citrine Power, LLC

By: _____

Name: Cela Sinay-Bernie

Its: Member

LESSOR:

By: _____

Name:

Its:

EXHIBIT A.1

This Exhibit will be revised to reflect the final Legal Description of Premises based on the results of a final engineering and ALTA survey

Legal Description of Premises

Depiction of Premises

Exhibit A.2. Description of Site Activities

Lessor grants to Lessee the exclusive right for solar energy conversion, for the collection, storage and transmission of electric power, and the rights necessary for related and incidental purposes and activities (collectively, “**Site Activities**”), including, without limitation:

- a. Conducting studies of solar radiation, solar energy, soils, and other meteorological and geotechnical data;
- b. Constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells, panels, mirrors, lenses and related facilities necessary to harness sunlight for photovoltaic energy generation, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight, and associated support structure, braces, wiring, plumbing, and related equipment (“**Solar Generating Equipment**”), (ii) electrical transmission and distribution facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, towers, poles, crossarms, guy lines, anchors, cabling and wires, (iii) overhead and underground control, communications and radio relay systems, (iv) substations, interconnection and/or switching facilities and electric transformers and transformer pads, (v) battery energy storage facilities that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto (collectively, the “**Storage Facility**”) on, under, over and across a portion of the Premises, (vi) meteorological towers and solar energy measurement equipment, (vii) control buildings, control boxes and computer monitoring hardware, (viii) utility installation, (ix) safety protection facilities, (x) maintenance yards, (xi) roads and erosion control facilities, (xii) signs and fences, and (xiii) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity (all of the foregoing, including the energy derived therefrom, collectively a “**Solar Energy System**” or “**Facility**” or “**Project**”);
- c. Digging and excavating on the Premises for the purposes of servicing, operating and maintaining the Solar Energy System. Lessee covenants and agrees to obtain any necessary permits required in connection with such wells;
- d. Removing, trimming, pruning, topping or otherwise controlling the growth of any tree, shrub, plant or other vegetation; dismantling, demolishing, and removing any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or upon maturity could intrude) into the Premises that could obstruct, interfere with or impair the Solar Energy System or the use of the Premises intended by Lessee hereunder;
- e. a non-exclusive easement for vehicular and pedestrian access, ingress and egress to, from and over the Premises, at such locations as Lessee shall determine, for purposes related to or associated with the Project and/or the Transmission Facilities installed or to be installed on the Premises; which, without limiting the generality of the foregoing, shall entitle Lessee to use and improve any existing and future roads and access routes (a) from time to time located on the Premises and (b) across any access routes over which Lessor has the right to travel.
- f. A non-exclusive right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis of or on the Premises as Lessee deems necessary, useful or appropriate; and
- g. Undertaking any other lawful activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes.

EXHIBIT B

Leased Acres

Final detailed description of Leased Acres will be revised and attached prior to the Construction Commencement Date and will be based on the actual acres used in connection with the Facility.

EXHIBIT C

SCHEDULE OF DEFINITIONS AND RULES OF INTERPRETATION

1. **Definitions.** The definitions provided below and elsewhere in this Lease will apply to the defined terms used in this Lease:

“**Affiliate**” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

“**Applicable Law**” means, with respect to any governmental authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such governmental authority, enforceable at law or in equity, along with the interpretation and administration thereof by any governmental authority.

“**Environmental Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Facility, and its displacement of conventional energy generation. Environmental Attributes include but are not limited to Renewable Energy Credits as well as: (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄) nitrous oxide, hydrofluoro carbons, perfluoro carbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by Applicable Law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (c) the reporting rights to these avoided emissions such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with Applicable Law, and to a federal or state agency or any other Person at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future Applicable Law, and international or foreign emissions trading program. Green Tags are accumulated on MWh basis and one Green Tag represents the Environmental Attributes associated with one (1) MWh of energy

“**Person**” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, limited liability company, or any other entity of whatever nature.

2. **Rules of Interpretation.** In this Lease, unless expressly provided otherwise:

- (a) the words “herein,” “hereunder” and “hereof” refer to the provisions of this Lease and a reference to a recital, Section, subsection or paragraph of this Lease or any other agreement is a reference to a recital, Section, subsection or paragraph of this Lease or other agreement in which it is used unless otherwise stated;
- (b) references to this Lease, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto;
- (c) a reference to a paragraph also refers to the subsection in which it is contained, and a reference to a subsection refers to the Section in which it is contained;
- (d) a reference to this Lease, any other agreement or an instrument or any provision of any of them includes any amendment, variation, restatement or replacement of this Lease or such other agreement, instrument or provision, as the case may be;
- (e) a reference to a statute or other law or a provision of any of them includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such statute, law or provision;

- (f) the singular includes the plural and vice versa;
- (g) a reference to a Person includes a reference to the Person's executors and administrators (in the case of a natural person) and successors, substitutes (including Persons taking by novation) and permitted assigns;
- (h) words of any gender shall include the corresponding words of the other gender;
- (i) "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly;
- (j) references to "or" shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or");
- (k) where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day;
- (l) a reference to a Business Day is a reference to a period of time commencing at 9:00 a.m. local time on a Business Day and ending at 5:00 p.m. local time on the same Business Day;
- (m) if the time for performing an obligation under this Lease expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day;
- (n) where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings;
- (o) a reference to time is a reference to the time in effect in New York on the relevant date; and if a payment prescribed under this Lease to be made by a Party on or by a given Business Day is made after 5:00 pm on such Business Day, it is taken to be made on the following Business

EXHIBIT E

SUBORDINATION AND NON-DISTURBANCE AGREEMENT

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into the ___ day of January, 2014, by and among [] (hereinafter called "Lessee"), [] (hereinafter called "Lessor"), and [], (hereinafter called "Lender").

WITNESSETH:

WHEREAS, the Lessor is owner of property located at [], and has entered into an Solar Site Lease Agreement ("Lease") with Lessee dated March, 2019, in which Lessor has made a specific portion of its property (such specific portion in the Solar Lease defined as "Leased Acres") available to Provider to construct a solar photovoltaic system from which Provider will sell power to [utility], and

WHEREAS, Lender is the holder of a certain notes in the aggregate sum of \$[] secured by one or more mortgages or deeds of trust (collectively, the "Mortgage") upon the Lessor's property described above, of which the Leased Acres are a portion, and which mortgages are recorded at pages [] of the City of [] Land Records Book []; and

WHEREAS, Lessee desires to be assured of the continued use and occupancy of the Leased Acres under the terms of said Lease, and

WHEREAS, Lender agrees to such continued use and occupancy by Lessee provided that Lessee agrees to recognize and attorn to Lender in the event of foreclosure or otherwise.

NOW, THEREFORE, in consideration of the premises and the sum of \$1.00 by each party paid to the other, receipt of which is hereby acknowledged, it is hereby mutually covenanted and agreed as follows:

1. So long as Lessee is not in default under the Lease (beyond any period given to cure such default), Lessee's presence on the Leased Acres and its rights and privileges under the Lease, or any renewal thereof, shall not be diminished or interfered with.
2. So long as Lessee is not in default (beyond any period given to cure such default) in the performance of any of the terms, covenants, or conditions of said Lease, Lender will not join Lessee in summary or foreclosure proceedings and will not disturb the use and occupancy by Lessee of the Leased Acres or Lessor's other property pursuant to the Lease in the event it should become necessary to foreclose the Mortgage or Lender should otherwise come in to possession of the Lessor's property mentioned above. Lender acknowledges and agrees that Lessee is the exclusive owner of the Facility, the electricity generated by the Facility, and all the environmental attributes related to the Facility and its generation of electricity; and that Lender does not and shall not have any lien, security interest, or other encumbrance on the Facility.
3. Lessee agrees that in the event any proceedings are brought for the foreclosure of the Mortgage, it will attorn to the purchaser at any foreclosure sale and treat such purchaser as a substitute Lessor and Lessee will continue to perform its duties in accordance with the terms of the Lease.

4. The provisions of this Agreement shall be binding upon the parties, their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have executed this Subordination, Non-Disturbance and Attornment Agreement as of the date first set forth above.

Lessor:

By:

Name (printed):

Title: _____

Lessee:

By:

By: _____

Name (printed):

Title: _____

LENDER:

By:

Name (printed):

Title: _____

Town of Easton, CT

\$3,994,000 GO BONDS- 2017 Direct Purchase

Dated: November 17, 2017

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/15/2020	333,000.00	2.280%	37,939.20	370,939.20	-
06/15/2021	-	-	34,143.00	34,143.00	-
06/30/2021	-	-	-	-	405,082.20
12/15/2021	333,000.00	2.280%	34,143.00	367,143.00	-
06/15/2022	-	-	30,346.80	30,346.80	-
06/30/2022	-	-	-	-	397,489.80
12/15/2022	333,000.00	2.280%	30,346.80	363,346.80	-
06/15/2023	-	-	26,550.60	26,550.60	-
06/30/2023	-	-	-	-	389,897.40
12/15/2023	333,000.00	2.280%	26,550.60	359,550.60	-
06/15/2024	-	-	22,754.40	22,754.40	-
06/30/2024	-	-	-	-	382,305.00
12/15/2024	333,000.00	2.280%	22,754.40	355,754.40	-
06/15/2025	-	-	18,958.20	18,958.20	-
06/30/2025	-	-	-	-	374,712.60
12/15/2025	333,000.00	2.280%	18,958.20	351,958.20	-
06/15/2026	-	-	15,162.00	15,162.00	-
06/30/2026	-	-	-	-	367,120.20
12/15/2026	333,000.00	2.280%	15,162.00	348,162.00	-
06/15/2027	-	-	11,365.80	11,365.80	-
06/30/2027	-	-	-	-	359,527.80
12/15/2027	333,000.00	2.280%	11,365.80	344,365.80	-
06/15/2028	-	-	7,569.60	7,569.60	-
06/30/2028	-	-	-	-	351,935.40
12/15/2028	332,000.00	2.280%	7,569.60	339,569.60	-
06/15/2029	-	-	3,784.80	3,784.80	-
06/30/2029	-	-	-	-	343,354.40
12/15/2029	332,000.00	2.280%	3,784.80	335,784.80	-
06/30/2030	-	-	-	-	335,784.80
Total	\$3,328,000.00	-	\$379,209.60	\$3,707,209.60	-

2017 Direct Purchase | SINGLE PURPOSE | 11/20/2017 | 12:14 PM

Phoenix Advisors, LLC

MAS

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Town of Easton, CT

\$3,994,000 GO BONDS- 2017 Direct Purchase

Dated: November 17, 2017

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/15/2020	333,000.00	2.280%	37,939.20	370,939.20	-
06/15/2021	450,000.00	-	34,143.00	484,143.00	-
06/30/2021	-	-	-	-	855,082.20
12/15/2021	333,000.00	2.280%	29,013.00	362,013.00	-
06/15/2022	-	-	25,216.80	25,216.80	-
06/30/2022	-	-	-	-	387,229.80
12/15/2022	333,000.00	2.280%	25,216.80	358,216.80	-
06/15/2023	-	-	21,420.60	21,420.60	-
06/30/2023	-	-	-	-	379,637.40
12/15/2023	333,000.00	2.280%	21,420.60	354,420.60	-
06/15/2024	-	-	17,624.40	17,624.40	-
06/30/2024	-	-	-	-	372,045.00
12/15/2024	333,000.00	2.280%	17,624.40	350,624.40	-
06/15/2025	-	-	13,828.20	13,828.20	-
06/30/2025	-	-	-	-	364,452.60
12/15/2025	333,000.00	2.280%	13,828.20	346,828.20	-
06/15/2026	-	-	10,032.00	10,032.00	-
06/30/2026	-	-	-	-	356,860.20
12/15/2026	333,000.00	2.280%	10,032.00	343,032.00	-
06/15/2027	-	-	6,235.80	6,235.80	-
06/30/2027	-	-	-	-	349,267.80
12/15/2027	333,000.00	2.280%	6,235.80	339,235.80	-
06/15/2028	-	-	2,439.60	2,439.60	-
06/30/2028	-	-	-	-	341,675.40
12/15/2028	214,000.00	2.280%	2,439.60	216,439.60	-
06/15/2029	-	-	-	-	-
06/30/2029	-	-	-	-	216,439.60
12/15/2029	-	2.280%	-	-	-
06/30/2030	-	-	-	-	-
Total	\$3,328,000.00	-	\$294,690.00	\$3,622,690.00	\$3,622,690.00

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