



INSTR # M2020000784
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 CHRISTINE HALLORAN
 TOWN CLERK
 EASTON CT

Town of Easton South Park Advisory Committee
Regular Meeting
November 16, 2020
Location: Virtual Meeting via Zoom
Meeting ID: 859 3812 8304
Password: SPAC1116
Total attendees: 17

1903 Call to order by John Cunningham

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

1. Review minutes from Oct 19, 2020 meeting, motion to approve minutes by A Kachele, second by J Becker, please amend minutes to reflect the following in D Senior's report: "Public Works maintains the property now, we spend less than \$600 year on labor alone (1 cut). For Parks & Rec to maintain, tens of thousands need to be spent up front just to remove rocks and boulders, install drainage, regrade and seed. Big big job. Outsourcing range averages \$100 acre. \$1000-1200. P&R Labor cost \$12-20 hour (2017 pricing) frequency increases to 2-4 times month depending on usage. If athletic fields \$100's of thousands to install fields not factoring watering costs. Using dollar cost averaging \$16 x 12 acres. Or \$192 (figure \$200 for simplicity) a cut. Which equates \$200-\$800 monthly. Currently P&R could not dedicate that much staffing for cutting property at that frequency without adding more staff. If cutting only couple times a year then they could work it in. Cutting starts by early May and continues to late October. No benefits, fuel or equip costs were taken into consideration." Amendment approved by unanimous vote.

2. Public comment: none

3. Old Business

A. Review and discuss September 21, 2020 meeting, no comments

B. Committee reports on ongoing investigations:

1. Solar farm, by T Sanft. A Kachele makes comments regarding the provided example contracts provided by Citrine Power, see attached example contracts.

2. Ag application, by J Becker. Jean Stetz-Puchalski shared a brief overview of the Easton Pollinator Pathway Initiative, see attached slides. The purpose is to help people better understand the role native pollinators play in our landscapes and provide the educational resources needed for people to take action to establish pollinator-friendly habitats and food sources for bees, butterflies, hummingbirds and other pollinating insects and wildlife. In 2019 Easton became one of 30 Towns to join the Northeast Pollinator Pathway initiative. Today there are over 85 participating Towns. More information may be found at <https://www.eastongardenclubofct.org/easton-pollinator-pathway>

3. Educational Nature Center, by L Keane, no updates.
4. Preserve and Protect, by D Senior, summary provided, see attachment.
5. Residential development, by R Ogden, no updates.
6. Commercial development, by E Leonard. Universities still preoccupied with Covid crisis. FU has determined that the proximity of Easton to their campus is too far for further consideration.
7. ALT grant status update by J Cunningham, ALT expects a possible announcement at end of year. D Brandt expects their proposal to be at top, this is unofficial. 50-60% of purchase price would be expected. Structures would need to be removed for state to award grant, this will be included in our report.

4. New Business:

A. New England Prayer Center proposal, by Gina Blaze. See attached testimonials. Gina shares that the Prayer Center is a non-profit (non-taxable) and humanitarian entity to serve people. The goal of the NEPC is to partner with the town. If the NEPC purchased the entire property, they would deed back the immediate area around the river back to the town (approx 12 acres), for preservation. A formal appraisal was done in August by Karen & Fazio; (residential A, 1 acre zone - \$850K, residential B, 3 acre zone - \$600K and residential multi-family - \$4mil - READ by Gina) appraisal not available to the committee at this time. The NEPC is prepared to make an offer for \$1M for the entire property (approx 29 acres); a formal proposal will be made to the town. The time line is 90 days. Land would be used for vegetable gardens, playground, therapy animals/horses, walking trails. There are upgrades needed for the driveway, house, they are not planning on a new structure, other than a small, open chapel and gazebo. The NEPC is a non-profit and would not be paying real estate tax to the Town. Gina states that the NEPC has backers to fund this proposal.

B. Additional contacts/investigations: J Cunningham reports a confidential proposal has been submitted for a senior independent living project, this is treated as a sealed bid. This is a proposal for 10 acres. The purchase would pay off debt, provide surplus payment into the Town treasury, and pay real estate and personal property taxes. The proposer accepts full responsibility for sewer hook ups. D Senior concerned about the fact that this is unanimous. A Kachele states that this type of project is usually done with a preliminary confidentiality agreement, until there is interest expressed. Sewage issues and past proposals discussed. D Senior states the town should be looking to recoup total cost of property, as real estate values have changed, not sell at a loss. A Kachele reports bonds will be paid off on 12/15/2029. D Bindelglass states the BOS would hear/consider all proposals and take any proposals to the town, when able, to have a town meeting/vote. K Sogofsky also indicated an openness to review all proposals.

C. J Cunningham asks committee to rank the proposals to provide a sense of the Committee's views at this point. This will include the ALT grant and the NEPC proposal.

5. Public comment: Chris Michos, 8 Princess Pine Ln, states the minutes should reflect the confidential proposal mentioned earlier. He raises concerns that the ability to connect with public sewage is impossible and that a project of this size would destroy the character of the town. Please consider this in the committee's report.

Grant Monsarrat, 370 N Park, reads the referendum from the Town meeting of which the property was acquired. On June 17, 2008, passed by a margin of 75% in favor, Shall the town of Easton appropriate \$6,150,000 for the acquisition of approximately 30 acres of land located on S Park Ave for preservation, conservation and land use control purposes, and authorize the issuance of bonds and notes of the town in the same amount or so much thereof as may be necessary after the deduction of grants therefore to finance such appropriation. He asks what details can be disclosed of the new proposal. J Cunningham states due to confidentiality of the sealed bid nature, all he can disclose is it is a senior independent living proposal, this would pay off bond totally with surplus over the bond, tax revenue noted, there are 120-150 units proposed, square foot per unit known. The details will become evident when able. Grant expresses concern over how this will affect zoning. D Bindelglass states the town has not been aggressive in clearing the structures due to potential of future proposals, like the NEPC.

6. Plan: Next meeting is Dec 7, we will cancel the Dec 21 meeting. 2021 dates will be set at the next meeting.

2107 Motion to adjourn by J Becker, second by A Kachele, vote unanimous.

<https://us02web.zoom.us/rec/share/lb1ZaP5HyHLeiusoAh9mQgaolh55fgOmF8QPIVwRffD9bIJRLFsJoOXQIUorgqSm.ka4mgRWnFauR711e>
Passcode: \$BSXF2X&

Minutes submitted on 11/23 by L Keane, SPAC Secretary

New England Prayer Center, provided by Gina Blaze

These are just a few of the testimonies –

Thank you for the work you do in putting together prayer and speaking events. Your work has touched many hearts; lives are changed; and people are encouraged.

Never have I been to a place where I could feel God more. The work that was done in my heart is off the charts. I can describe myself as feeling completely recharged, fully satisfied that He has control of every illness in my life.

It has been my privilege to associate with the New England Prayer Center (NEPC) It is a place where I have found terrific Godly friends and equipping which has helped me in serving in my local church. The NEPC has opened its home and heart to me and I have experienced the love of Christ through this ministry time and again.

As my life has been blessed through NEPC, so also many throughout New England have been blessed like I have been, and continue to receive vital encouragement and enrichment. NEPC is a ministry that has come alongside the local church to help strengthen the Christian community of all denominations. I am grateful for their love and passion to serve the body of Christ.

Thank you so much again for the prayer time. It was very significant for me and powerful.

I don't know if I can express in words how much this weekend meant to us but I'll try. There was vulnerability, openness and honesty that we rarely experience, even in the Church. Mike and I have been married 27 years and had fallen into a rut, the pain and the hurt accumulated over the years had taken its toll on us and I pretty much expected that the way it was the way it was going to stay – not horrible, but not great either. Well, God did a miracle in us this weekend. It's hard to explain, but it's almost as if the hurt and pain of the past has been erased and our love is new and fresh again. I want to thank you for all the prayer, the preparation, the time and everything it took sacrificially to make this weekend what it was I've been changed forever by this weekend and trust me, I don't say things like this very often. We hope to make it to more of NEPC events in the future. Thank you.

The times I have been to your sessions have been deeply refreshing. You have the gift of bringing in people of spiritual value to share their particular ministry. Your spirit of tranquility and cordiality truly brings a deep welcome to people of all solid religious groups who are truly wanting to grow spiritually and be an asset to their local church and community. Blessings on all your undertakings.
Mother Charlotte Mary

"We are grateful for the many years of service that the NEPC has been to our community, and we strongly endorse the New England Prayer Center. It's rare today, that people look beyond the walls of their own communities, particularly in terms of the local church. Dan & Gina have been faithful community builders and uniters for many years, and they have selflessly given of themselves time and time again for the immediate and longer-term benefit of others throughout Fairfield County. We can see how the fruit of their work in this ministry has unfolded in many ways, through stronger children, restored marriages, and new hope and purpose in the lives of many men and women who have been blessed by this very special ministry that uniquely serves the needs of this area".

I strongly endorse the ministry of the New England Prayer Center. It is a tremendous support to people from all different avenues of Christianity throughout the region. I know the leaders of this ministry and also share their desire to respect the natural beauty of Easton.

The New England Prayer Center is strategically positioned to unite the Body of Christ across the boundaries of denominations and traditions. We are proud to support the ongoing ministry of The New England Prayer Center and the development of its new campus in Easton, Connecticut.


When I read the vision statement of the New England Prayer Center, assess the potential of this ministry, and consider what I have come to know about the leadership of this great organization, my heart leaps with joy. We have every reason to expect and believe the NEPC will have a remarkable impact on the Body of Christ, and the community at large.

For the Christian community, the NEPC is truly a dream come true. The opportunities the Center will offer the Body of Christ at large for training, equipping, education, fellowship, edification, and encouragement are phenomenal.

The founders of the NEPC are among the finest individuals I have ever known. They love God with all their hearts and they serve people with utmost integrity and sincerity. Through their lives and ministry, they continually add value to everyone who is blessed to know them. I am fully convinced that the NEPC will reflect their passion for God, their love for His Kingdom, and their commitment to excellence in all their pursuits.

I wholeheartedly support the NEPC!

I am very happy to endorse the vision of the New England Prayer Center and Dan and Gina Blaze. Their work in uniting churches and people of faith across Connecticut and New England with a vision to bless the people of our state and region is already paying great dividends. A heart to pray and a vision to bless our communities drives the Blazes. Easton would be fortunate to have such a center in their town.

Thank you! I felt such peace. It was a safe place to reveal my inner most pain and you all received me with pure love. The prayers and scripture verses spoke to my heart in a mighty way. To God be the glory! I will continue to pray and press on...we're going to make it after all! 

Praise God for your listening heart! Your message and prayers for us today were like healing balm for all of us but especially for some members of the staff. "Stuff" is always going on when all of us imperfect people get together. I heard from God today through you and some recent deep hurts were reconciled and healed. Thank you for being obedient to God.

The 'Miracles Conference' was wonderful. Everything was extremely well planned out, and organized. The setting couldn't have been more gorgeous!

Your word was powerful and anointed, and Delia was incredibly powerful and so anointed. Her testimony was life changing. Absolutely amazing. We were so blessed to have her come to CT and share her incredible story. So glad you recorded it as well. I left blessed, stronger in my faith, and in awe of our miraculous God that we serve!!! I'd surely rate it '5 Stars' or the best possible rating. life-changing conference!

I have been inspired by the ministry of NEPC for many years perhaps since as far back as 2003 give or take??? I am blessed by all you do for the body of Christ and I was most blessed by the prayer service at NEPC with David recently on November 13 and totally encouraged and blown away by Delia's testimony at the Miracles Conference this past Saturday.

Thank you for all you do and continue to do...My prayers and support will continue into the future.

I have had the blessing of experiencing many aspects of what NEPC has to offer - from guest speakers, women's groups, to one-on-one coaching. Every aspect is presented with love, in the love of Christ and with a desire that we all experience God in a new and refreshing way. There is always an environment of encouragement, grace and care covering all that NEPC offers. God has revealed many truths about Himself through NEPC and I am grateful for their desire to serve our Lord and each of us who come through their doors. I appreciate that the Word is shared as being of utmost importance and how it guides me into God's plan and desire for my life. Very grateful for NEPC!

When I started attending NEPC, my family and I were truly walking through "the valley of the shadow". With words of biblical truth (through the NEPC) to breathe new life into my walk. Although life continues to present challenges, I am once again able to soldier on and to find joy in the journey. I am truly grateful.

The first time I went to the NEPC was in January of 2006. I am forever thankful that I attended that night. Because I felt God to me in a powerful, life changing way and I have not been the same since. I am so grateful that the Blazes opened up the NEPC and welcomed me and so many people, countless times over the years. Their heart for the Lord and to see His Kingdom come on the Earth is clearly evident!

Blessings!

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 presence 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 to: (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 (SOx), nitrogen oxides (NOx), 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
South Park Advisory Committee

PROJECT SUMMARY

Project Name & Description Preserve and Protect

Potential Outcome & Benefits to Town

Preservation of our rural character as intended when town originally purchased property. Protection of countless species of wildlife and plant life from endangered turtles to the reproducing brook and more significantly the brown trout. Preservation of vital open space for the future needs. Protection of a beautiful entrance to our town. Prevention of nearby urban sprawl.

Financial Implications

Property bonded in approximately 15 years our town owns property outright. Costs per household is minimal annually.

Based on 2500 household in town. Current costs of upkeep through Public Works under direction of BOS is less than \$600 excluding benefits, equipment costs and depreciation. Based on 1 cut per year which takes 2 days.

Challenges & Solutions Under Parks and Recreation labor costs are less per hour but frequency is greatly multiplied. Usage of specialized turf equipment required. To prep field for P&R the removal of rocks, boulders, regrading, drainage and irrigation would be required and the costs would be extensive. Labor & Equipment costs would be determined by frequency of cuts from weekly to Bi monthly which, of course, would be dependent on field usage which dictates requirements.

Timetable

1 year.

Additional Project Details

TBD. Still looking into removal of 2 derelict structures.

Notes

Town of Easton
South Park Advisory Committee

Completed By: David Dwight Senior Committee Member

Date: Just Now 11-16-2020

SOLAR POWER SERVICES AGREEMENT

Dated as of

____, 2020

between

THE TOWN OF _____, CONNECTICUT

and

CP _____ Solar I, LLC

SOLAR POWER SERVICES AGREEMENT

This Solar Power Services Agreement (the "Agreement") is entered into as of August __, 2020 (the "Effective Date"), by and between CP _____ Solar I, LLC, a Connecticut limited liability company, together with any successors and permitted assigns (the "Provider" or "Project Company"), and the Town of _____, a Connecticut municipal corporation, together with any successors and permitted assigns (the "Town" or the "Purchaser", and, together with Provider, each, a "Party" and together, the "Parties").

WHEREAS, Provider is the lessee of the real property located at _____, owned by _____ (Map ID: _____), comprising the Premises (as described on Schedule 1), and desires to use a portion of such property for the construction, operation and maintenance of a solar Virtual Net Metering Facility, and to sell one hundred percent (100%) of the Virtual Net Metering Credits from the electric energy produced by that facility to Purchaser; and

WHEREAS, Purchaser desires to obtain Virtual Net Metering Credits and Excess Credits for its Municipal Beneficial Accounts from the output of Provider's solar powered Virtual Net Metering Facility; and

WHEREAS, the Provider has entered into an Agricultural Customer Host Agreement with the _____ Farm located in _____ ("_____ Farm"); and

WHEREAS, per the Agricultural Customer Host Agreement, _____ Farm is the counterparty to the Virtual Net Metering Service Agreement between the _____ Farm and United Illuminating Company ("Utility") with a VNM Acceptance Date of 06/16/2020 and named _____ Farm I, attached hereto as Exhibit B, through which _____ Farm will act as the Agricultural Host Customer and a beneficiary for the above mentioned Virtual Net Metering Facility; and

WHEREAS, the Town will be a beneficiary of the above mentioned Virtual Net Metering Service Agreement between the _____ Farm and the Utility; and

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS.

1.1 Definitions. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows.

"Actual Monthly Production" means the amount of energy recorded by Provider's metering equipment during each calendar month of the Term, pursuant to Section 4.2.

"Affiliate" or "Affiliates" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agricultural Customer Host" means a Agricultural Customer who owns, leases or enters into a long-term contract for an eligible Virtual Net Metering Facility and is counterparty to the Virtual Net Metering Service Agreement;

"Agreement" means this Solar Power Services Agreement.

"Applicable Law" means, with respect to any Person, any local, state or Federal constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, common law, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 13.1.

"Bankruptcy Event" means with respect to a Party, that either:

(a) such Party has (i) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (ii) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (iii) made a general assignment for the benefit of its creditors; (iv) commenced a voluntary case under any bankruptcy law; (v) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (vi) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (vii) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(b) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (i) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

"Beneficial Accounts" means Purchaser's designated meters to receive Virtual Net Metering Credits from Provider's Virtual Net Metering Facility and as outlined in Schedule 9.

"Billing Cycle" means the monthly billing cycle established by the Local Electric Utility.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in Hartford, CT are required or authorized by Applicable Law to be closed for business.

"Capacity Benefits" means the amount of capacity that is attributable to the physical generating capacity of Provider's System which may (i) count toward the New England Independent System Operator's (NE-ISO) installed capacity market or the capacity market of any other independent system operator located in the United States or (ii) provide expense or cost reduction to the LEU from NE-ISO.

"Commercial Operation" and **"Commercial Operation Date"** have the meaning set forth in Section 3.3(b).

"Confidential Information" has the meaning set forth in Section 15.1.

"Default" shall mean either a Provider Default or a Purchaser Default.

"Dispute" has the meaning provided in Section 17.1.

"Effective Date" has the meaning set forth in the preamble.

"Environmental Attributes" excludes electric energy and capacity produced but includes, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions

allowances, green tags, tradable renewable credits, or Green-e® products and shall specifically include any Zero Emission Renewable Energy Certificates or Low Emission Renewable Energy Certificates generated by the production of the System as well as any other emissions, air quality, or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with the generation of energy by a low emissions or zero emissions renewable energy facility as defined in the Energy Act, whether existing as of the Effective Date or in the future, and whether as a result of any present or future Applicable Law or national or international voluntary program, as well as any and all generation attributes under the Connecticut RPS regulations and under any Applicable Law or program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now or in the future; and further, means: (a) any such credits, certificates, benefits, offsets and allowances computed on the basis of the System's generation using renewable technology or displacement of fossil-fuel derived or other conventional energy generation; (b) any Certificates issued pursuant to the NEPOOL GIS in connection with energy generated by the System; and (c) any voluntary emission reduction credits obtained or obtainable by Provider in connection with the generation of energy by the System. If during the Term, a change in laws or regulations occurs that creates value in Environmental Attributes, then at Provider's request, Purchaser shall cooperate with Provider to register such Environmental Attributes or take other action necessary to obtain the value of such Environmental Attributes for Purchaser.

"Estimated Remaining Payments" means as of any date, the estimated remaining Payments to be made through the end of the then-applicable Term as set forth on Schedule 2.

"Estimated Annual Production" has the meaning set forth in Section 5.2.

"Excess Metering Credit" shall mean the monetary value of the excess electricity generated by the Solar Electric Generating Equipment, and credited to the Purchaser by the Local Electric Utility for any period of time in any year after the Purchaser has reached the VNM Annual Credit Cap.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to Provider (or an Affiliate of Provider) with respect to the System or (iii) any Person (or its agent) who buys the System assets or buys the equity of the Project Company in part or whole from the Provider (or an Affiliate of Provider)

"Force Majeure Event" has the meaning set forth in Section 10.1.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Initial Term" has the meaning set forth in Section 2.1 for the time period specified in Schedule 7.

"Installation Work" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for the benefit of the Provider at the Premises.

"Invoice Date" has the meaning set forth in Section 6.2.

"Hazardous Material" means a substance or material that the Connecticut Department of Energy and Environmental Protection, the United States Environmental Protection Agency, or the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has designated as hazardous, toxic, dangerous, or otherwise poses a threat to human health or the environment under any state or federal Law.

"kWh Rate" means for the Initial Term pursuant to Section 2.1, a cent per kWh rate as outlined in Schedule 8 and to be multiplied with Estimated Net Metering Production as provided in Section 6.1

"Lease" means the Land Lease Agreement, dated as of _____, entered into between Provider and the owner of the Premises, _____ and as described in the Land Lease Agreement.

"LEU Retail Rate" means the average applicable all-inclusive rate (expressed on a \$/kWh basis) charged by the Local Electric Utility in any contract year for electricity that is delivered to Purchaser's municipal accounts, and shall include, without limitation, all basic service or competitive supplier commodity charges, transmission, transition, distribution and other delivery charges, demand charges, customer charges, ancillary service charges, renewable energy, energy efficiency, taxes, and other fees and charges in place.

"Local Electric Utility" or "LEU" means the local electric distribution owner and operator providing electric distribution and interconnection services at the Premises.

"Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

"Material Adverse Change" means any event, circumstance, fact, change, development, condition or effect that either individually or in the aggregate, has, had or could reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Purchaser or Provider (as applicable).

"Municipal Beneficial Account" means the account of a municipal related customer account, as defined in Utility's VNM Rider, designated by a Municipal Customer Host to receive Virtual Net Metering Credits from such Municipal Customer Host. A Municipal Customer Host may designate up to five (5) Municipal Beneficial Accounts. A Municipal Beneficial Account may also qualify as an Agricultural Beneficial Account.

"Municipal Customer Host" means a Municipal Customer who owns, leases or enters into a long-term contract for an eligible Virtual Net Metering Facility and is counterparty to the Virtual Net Metering Service Agreement;

"Net Energy Metering" means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in the Net Metering Rules.

"Net Energy Meter" has the meaning set forth in Section 4.2.

"Net Metered Production" means the amount of energy delivered to the Local Electric Utility generated by the System.

"Net Metering Rules" means, collectively, and as amended from time to time, the State of Connecticut General Statutes Section 16-244u as amended by Public Act No. 13-298, Sections 35 and Public Act 13-247 Section 119; General Statutes 16-1 and 16-243y; the Regulations of Connecticut State Agencies Sections 16-11-100 through 16-11-238; as well as any statutes or regulations relevant to virtual net

metering that are later amended, enacted or adopted and further subject to the virtual net metering policies adopted by Public Utilities Regulatory Authority (PURA) in its Final Decision dated December 17, 2014 Docket No. 13-08-14RE01, PURA Development of the Administrative Processes and Program Specifications for Virtual Net Metering – VNM Methodology, and any Connecticut net metering regulations related thereto, orders issued by the PURA, and the associated net metering tariff of the Local Electric Utility.

"Party" or "Parties" has the meaning set forth in the preamble to this Agreement.

"Payment" has the meaning set forth in Section 6.1.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

"Premises" means the premises described in Schedule 1. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 1.

"Provider" has the meaning set forth in the preamble to this Agreement.

"Provider Default" has the meaning set forth in Section 11.1(a).

"Purchaser Default" has the meaning set forth in Section 11.2(a).

"Renewal Term" has the meaning set forth in Section 2.1.

"Representative" has the meaning set forth in Section 15.1.

"Security Agreement" has the meaning set forth in Section 8.2.

"Solar Incentives" means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies including, but not limited to, the subsidies in Schedule 1 and all other solar or renewable energy subsidies and incentives.

"Solar Power Services Agreement" means this Solar Power Services Agreement (including the Schedules and Exhibits attached hereto).

"Stated Rate" means a rate per annum equal to the lesser of (a) the "prime rate" (as reported in The Wall Street Journal) plus two percent (2%) and (b) the maximum rate allowed by Applicable Law.

"System" or "Solar Electric Generating Equipment" means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 1 that generates electricity.

"System Operations" means the Provider's operation, maintenance and repair of the System performed in accordance with the requirements contained herein.

"Term" has the meaning set forth in Section 2.1.

"Virtual Net Metering Credit Rate" shall mean the monetary value of the Virtual Net Metering Credits calculated same as the Rate GS VNM Cap Price calculation on the Virtual Net Metering Services Agreement attached hereto as Exhibit B.

"Virtual Net Metering Credits" shall mean net metering credits equivalent to the electricity generated by the System in excess of on-site use, as set forth in the Net Metering Rules, and credited to the Purchaser by the Local Electric Utility.

"Virtual Net Metering Service Agreement" shall mean that certain Virtual Net Metering Service Agreement between the _____ Farm and United Illuminating with a VNM Acceptance Date of 06/16/2020 and named _____ Farm I, attached hereto as Exhibit B in which the _____ Farm s identified as the Agricultural Customer Host .

"VNM Annual Credit Cap" shall mean \$350,567.18 or as otherwise set forth on the Virtual Net Metering Services Agreement.

"Virtual Net Metering Facility" means a Class I Renewable Energy resource, as defined in Connecticut General Statutes 16-1(1)(26), as may be amended from time to time, with a generating capacity of less than or equal to three (3) megawatts, or Class III Renewable Energy resource, as defined in Connecticut General Statutes 16-1(a)(44), as may be amended from time to time, with a generating capacity of less than or equal to three (3) megawatts, that is physically located behind a single electric distribution company revenue meter billed to the Customer Host.

1.2 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words "include", "includes", and "including" mean include, includes, and including "without limitation" and "without limitation by specification." The words "hereof", "herein", and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to "Articles" and "Sections" refer to Articles and Sections of this Agreement.

2. TERM AND TERMINATION

2.1 Term. The term of the Agreement shall commence on the Effective Date and shall continue for the number of years from the Commercial Operation Date specified in Schedule 7 for the Initial Term, unless and until terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement may be renewed for an additional five (5) year term (the "Renewal Term"). At least one hundred and eighty (180) days, but no more than three hundred and sixty five (365) days, prior to the expiration of the Initial Term, Provider shall give written notice to Purchaser of the availability of the Renewal Term, including the kWh Rate that would be applicable during the Renewal Term. Purchaser shall have ninety (90) days from receipt of such notice to agree, at its sole discretion, to the continuation of the Agreement for the Renewal Term. Absent agreement to the Renewal Term, this Agreement shall expire on the Expiration Date in which case neither Party shall have liability to the other except for any such liabilities that may have accrued prior to such termination. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the "Term."

2.2 Early Termination By Provider. In the event that any of the following events or circumstances occur, Provider may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination:

(a) Prior to the commencement of the Installation Work, there exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date, after undertaking commercially reasonable due diligence, that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(b) Prior to the commencement of the Installation Work, there is a change in the regulatory environment, incentive program or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date) that could reasonably be expected to materially adversely affect the economics of the installation for Provider and its investors.

(c) Prior to the Commercial Operation Date, despite commercially reasonable efforts, Provider is unable to obtain financing for the System on terms and conditions reasonably satisfactory to it.

(d) Prior to the commencement of the Installation Work, despite commercially reasonable efforts, Provider is unable to secure planning permissions and other Governmental Approvals necessary to construct the System on the Premises.

(e) Prior to the Commercial Operation Date, there has been a Material Adverse Change in Purchaser's credit-worthiness.

(f) Prior to the Commercial Operation Date, Provider has been unable to obtain the necessary government land use permits and/or approvals for the System, including but not limited to any state, local or federal permits that may be required to operate the System on the Premises despite the commercially reasonable efforts of Provider to obtain such permits and approvals.

2.3. Early Termination by Purchaser.

2.3.1. Early Termination by Purchaser Prior to Start of Installation Work. In the event that any of the following events or circumstances occur, Purchaser may (at its sole discretion) terminate the Agreement prior to the start of Provider's start of Installation Work, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination:

(a) In the event that Provider has not submitted to the Local Electric Utility, within forty-five (45) days of the Effective Date, a complete interconnection application seeking authorization to interconnect the System to the Local Electric Utility System;

(b) In the event that Provider has not submitted applications for zoning and other local land use permits and approvals, within one hundred and twenty (120) days after the Effective Date.

(c) In the event that Provider has not commenced Installation Work of the System by December 31, 2021, which deadline may be extended by written agreement of the Parties.

2.3.2. Early Termination by Purchaser After the Start of Installation Work. In the event that the Purchaser terminates this Agreement after Provider's start of Installation Work, the Purchaser will be obligated to pay to the Provider the Estimated Remaining Payments set forth on Schedule 2 as of the date of the Early Termination, unless within ninety days (90 days) of the date of notice of Early Termination by Purchaser to Provider, this Agreement is assigned to a qualified assignee as set forth herein at the same kWh Rate defined herein or more for the remainder of the Initial Term of this Agreement. In such event, Purchaser shall cooperate with Provider in a commercially reasonable manner for the assignment of this Agreement, including all rights and benefits related to Purchaser's status as a Municipal Customer Host (if applicable), any Virtual Net Metering Credits under this Agreement or the Virtual Net Metering Service Agreement, to another Municipal Customer Host, or other qualified assignee under applicable Net Metering Rules, in accordance with the assignment provisions of Section 13.3 of this Agreement. Purchaser appoints Provider as a contingent and limited power of attorney solely in the event of an Early Termination per this section 2.3 or an authorized assignment to effectuate the transfer and assignment of this Agreement and any other necessary documentation for the effective transfer of this Agreement and any benefits which arise hereunder to another Municipal Customer Host, or other qualified assignee.

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. Provider, at its sole cost and expense will cause the System to be designed, engineered, installed and constructed substantially in accordance with Schedule 1 and Applicable Law.

3.2 Approvals; Permits. Provider shall, at its sole cost and expense, obtain all necessary approvals and permits including but not limited to the related to the Local Electric Utility, ISO-NE (or successor) or any Governmental Authority. Purchaser shall reasonably cooperate with Provider (without the expenditure of monies) in obtaining such approvals and permits.

3.3 System Acceptance Testing.

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Provider shall inform Purchaser when the testing is scheduled to take place and will allow for Purchaser or Purchaser's representative to observe testing.

(b) Commercial Operation shall occur when the results of such testing indicate that the System is capable of generating electric energy for six (6) continuous hours, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility, then Provider shall send a written notice and supporting documentation to Purchaser to that effect, and the date of such notice shall be the Commercial Operation Date.

4. SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. The System will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense;

4.2 Metering. The Local Electric Utility will install and maintain a meter, referred to as the "Net Energy Meter", which will measure the net amount of electrical energy flowing to and from the Premises, or Net Metered Production.

4.3 Meter Accuracy. On behalf of Purchaser as the Local Electric Utility's customer of record, Provider may, on its own initiative, and shall upon the request of the Purchaser, exercise Local Electric Utility customer rights to arrange for testing of the accuracy of the Net Energy Meter.

5. DELIVERY OF NET METERED PRODUCTION.

5.1 Purchase Requirement. Purchaser agrees to purchase one hundred (100%) of the Net Metered Production generated by the System during each relevant month of the Term, whether or not Purchaser is able to use any of such Net Metered Production, to the extent that such Net Metered Production is associated with a Virtual Net Metering Credit.

5.2 Estimated Annual Net Metered Production. The annual estimate of electricity generated by the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Net Metered Production". The Estimated Annual Net Metered Production for each year of the Initial Term is set forth in Schedule 4. Purchaser agrees that it will purchase one hundred percent (100%) Estimated Annual Net Metered Production.

5.3 Environmental Attributes and Solar Incentives. Purchaser's purchase does not include Environmental Attributes, Capacity Benefits or Solar Incentives, each of which shall be owned by Provider or Provider's Financing Party for the duration of the System's operating life. Purchaser disclaims any right to Solar Incentives, Capacity Benefits or Environmental Attributes based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.3. Purchaser shall not make any public statements to the contrary. Without limiting Provider's other rights hereunder, in the event that Purchaser breaches its obligations under this Section 5.3 and has been notified by Provider of such breach and afforded a reasonable opportunity to cure such breach (not to exceed 30 days) and, as a result thereof, the value of the Environmental Attributes generated by the System is reduced, as a direct and proximate result of Purchaser's statement, Purchaser shall pay to Provider the value of such reduction.

5.4 Title to System. Throughout the duration of the Agreement, Provider or Provider's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Provider's Financing Party.

5.5 Net Energy Metering. The Parties will work cooperatively and in good faith to meet all Net Energy Metering requirements under Applicable Law and Local Electric Utility tariffs, including applicable interconnection and metering requirements. The Parties agree that Provider shall be responsible for all costs and expenses associated with the interconnection agreement including the costs associated with any interconnection improvements or upgrades required by the Local Electric Utility. The Parties also agree that (a) Provider shall transmit such Net Metered Production into the Local Electric Utility system on behalf of and for the account of Purchaser, and (b) Purchaser (or its designee) shall be entitled to any and all Virtual Net Metering Credits issued by the Local Electric Utility resulting from such transmission, provided any assignee shall be qualified by Provider so as to not violate any Net Metering Rules.

6. PRICE AND PAYMENT.

6.1 Consideration. Purchaser shall pay to Provider a monthly payment (the "Payment") for one hundred (100%) of the Net Metered Production during each monthly Billing Cycle of the Term equal to the product of (x) one hundred percent (100%) of the Net Metered Production for the relevant month multiplied by (y) the kWh Rate pursuant to Schedule 8 for such month. For avoidance of doubt, on any year during the Initial Term of this agreement on an annual basis, the Town will not be obligated to pay the Provider a total annual Consideration more than the Virtual Net Metering Cap.

6.2 Invoice. Purchaser shall provide Provider with access to its online statements from the Local Electric Utility in Purchaser's capacity as Customer-Generator of the System. Within 5 days of the online posting of such statements by the Local Electric Utility, Provider shall invoice Purchaser (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.

To the extent allowable, in order to facilitate Purchaser's ability to use Virtual Net Metering Credits allocated to the Purchaser or to its Beneficial Accounts, Purchaser shall arrange for the charges for its electricity purchases from competitive suppliers (if any) to be billed through its Local Electric Utility invoices.

6.3 Time of Payment. Purchaser shall pay all undisputed amounts due hereunder within the time specified in Schedule 6.

6.4 Method of Payment. Purchaser shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. If Purchaser does not have electronic funds transfer capability, the Parties shall agree to an alternative method of payment. All payments that are not paid when due and not disputed shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate.

Except for billing errors or as provided in Section 6.6 below, all payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date such amount became past due under such invoice until the date paid.

6.6 Billing Adjustments Following Local Electric Utility Billing Adjustments. If, as a result of a Local Electric Utility billing adjustment to correct an inaccuracy of the Net Energy Meter, the quantity of Net Metered Production is decreased (the "Electricity Deficiency Quantity") and the Local Electric Utility reduces the amount of Virtual Net Metering Credits awarded for such period, Provider shall reimburse Purchaser for the amount paid by Purchaser in consideration for the Electricity Deficiency Quantity. If the quantity of Net Metered Production is increased (the "Electricity Surplus Quantity") and the Local Electric Utility increases the amount of Net Metering Credits for such period, Purchaser shall pay for the Electricity Surplus Quantity at the kWh Rate applicable during such period.

7. GENERAL COVENANTS.

Purchaser and Provider shall comply with all Applicable Laws that apply to them in connection with their performance under the Agreement and the transactions contemplated hereby, including, without limitation, the Net Metering and Virtual Net Metering Rules, during the Initial Term and any subsequent term.

7.1 Provider's Covenants. Provider covenants and agrees to the following:

(a) Governmental Approvals. While providing the Installation Work and System Operations, Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.

(b) Interconnection Fees. Provider shall be responsible for all costs, fees, charges and obligations required to connect the System to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"). In no event shall Purchaser be responsible for any Interconnection Obligations.

7.2 Purchaser's Covenants. Purchaser covenants and agrees to the following:

(a) Purchaser shall provide to Provider such documentation (including billing statements from the Local Electric Utility), as may be reasonably requested by Provider for the purposes of the Parties fulfilling their mutual obligations under this Agreement.

(b) Customer-Generator. Purchaser shall execute documents to designate Purchaser as the customer of record for the Local Electric Utility meter in connection with the System and otherwise establish Purchaser as the beneficiary of Virtual Net Metering Credits from the System for purposes of the Local Electric Utility. In the event of any assignment by Purchaser, pursuant to Section 13.3 of this Agreement, Purchaser shall execute all documents necessary to effectuate the transfer of such rights of Purchaser as a Municipal Customer Host (if applicable) and any Virtual Net Metering Credits to any assignee. Purchaser appoints Provider as a

contingent and limited power of attorney solely in the event of an Early Termination per Section 2.3 or an authorized assignment to effectuate the transfer and assignment of this Agreement and any other necessary documentation for the effective transfer of this Agreement and any benefits which arise hereunder to another Municipal Customer Host (if applicable), or other qualified assignee.

(c) Consents and Approvals. Purchaser shall ensure that any authorizations required of Purchaser under this Agreement are provided in a timely manner. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Purchaser shall cooperate with Provider to obtain such approvals, permits, rebates or other financial incentives.

8. REPRESENTATIONS, WARRANTIES & ACKNOWLEDGEMENTS.

8.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) to the best of its knowledge, there is no litigation, action, proceeding or investigation pending or threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) to the best of its knowledge, its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

8.2 Representations, Warranties and Acknowledgements of Purchaser.

(a) Purchaser has been advised that part of the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party or transfer of shares of the Project Company to a Financing Party via membership interest purchase agreement ("MIPA") of the Project Company or transfer of assets of System to a Financing Party via asset purchase agreement. In connection therewith, Purchaser represents and warrants to Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default as of the Effective Date of this Agreement.

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

(b) Purchaser acknowledges the essential nature of the services being provided under this Agreement and in connection therewith, represents, warrants and covenants that:

(i) it has, to the best of its knowledge after reasonable inquiry, has provided to Provider complete and correct records of its electricity usage and costs with respect to Purchaser's allocation of Virtual Net Metering Credits or designation to Purchaser's Beneficial Accounts; and

(ii) it has fully complied with all procurement, public bidding and municipal contracting requirements under Applicable Law in order to enter into this Agreement.

9. TAXES AND GOVERNMENTAL FEES.

9.1 Provider Obligations. Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. Purchaser shall not be obligated for any taxes payable by or assessed against Provider based on or related to Provider's overall income or revenues.

10. FORCE MAJEURE / CHANGE IN LAW

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of the Provider or as a result of such party's failure to comply with a collective bargaining agreement); A Force Majeure Event shall not be based on the economic hardship of either Party, a change in law as defined in Section 10.4 below or the action or inaction by a Governmental Authority.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 10 shall immediately (a) notify the other Party in writing of the existence of the Force Majeure Event, (b) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (c) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (d) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that neither Purchaser nor Provider shall be excused from making any payments and/or Shortfall Credits or paying any unpaid amounts due in respect of Virtual Net Metering Credits delivered to Purchaser prior to the Force Majeure Event performance interruption.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected either Party's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then the Party not claiming the Force Majeure shall be entitled to terminate the Agreement upon sixty (60) days' prior written notice to the other Party. If at the end of such sixty (60) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party

shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

10.4 Change in Law. If any change in law occurs that has a material adverse effect on the cost to Provider of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt of notice from the affected Party of such change in law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, the affected Party shall have the right to terminate this Agreement without further liability to the other Party except with respect to payment of amounts accrued prior to termination.

11. DEFAULT.

11.1 Provider Defaults and Purchaser Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider (each, a "Provider Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Provider;
- (ii) Provider fails to pay or credit Purchaser any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount; and
- (iii) Provider breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Purchaser's written notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed.

(b) Purchaser's Remedies. If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Purchaser may terminate the Agreement immediately and exercise any other remedy it may have at law or equity or under the Agreement.

11.2 Purchaser Defaults and Provider's Remedies.

(a) Purchaser Default. The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Purchaser;
- (ii) Purchaser breaches any material term of the Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; and

(iii) Purchaser fails to pay Provider any undisputed amount due Provider under the Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.

(b) Provider's Remedies. If a Purchaser Default described in Section 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Provider may terminate this Agreement and upon such termination, Purchaser shall pay the Estimated Remaining Payments as liquidated damages and Provider may exercise

any other remedy it may have at law or equity or under the Agreement. In the event of such termination, Provider shall use reasonable efforts to mitigate its damages.

The Parties agree that it would be extremely difficult to determine precisely the amount of actual damages that would be suffered by Provider due to the termination of this Agreement due to a Purchaser Default, but that liquidated damages set forth in this Section 11.2(b) (the "Liquidated Damages") are a fair and reasonable determination of the amount of actual damages that would be suffered by Provider for the applicable deficiency, and that these Liquidated Damages and other amounts do not constitute a penalty. Purchaser hereby expressly waives any defense or right to contest the validity of these Liquidated Damages on the grounds that they are void as penalties or are not reasonably related to actual damages.

12. LIMITATIONS OF LIABILITY.

12.1 Except as expressly provided herein in Sections 2 and 11 above, neither Party shall be liable to the other Party or its indemnified persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

13. ASSIGNMENT.

13.1 Assignment by Provider. Provider shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Purchaser, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that, without the prior consent of Purchaser, Provider may (a) assign this Agreement to an Affiliate; (b) assign this Agreement as in connection with any financing of the System (including, without limitation, pursuant to a sale-leaseback transaction and membership interest purchase agreement of the Project Company or an asset purchase agreement of the assets of the Project Company). In the event that Provider identifies such secured Financing Party in Schedule 5, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in Exhibit C hereto. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1. Any assignment by Provider without any required prior written consent of Purchaser shall not release Provider of its obligations hereunder.

13.2 Acknowledgment of Assignment. In the event that Provider identifies a secured Financing Party in Schedule 5, or in a subsequent notice to Purchaser, then Purchaser hereby:

- (a) acknowledges the assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under the Agreement, as consented to under Section 13.1;
- (b) acknowledges that the Financing Party as such assignee shall be entitled to exercise any and all rights of lenders generally with respect to the Provider's interests in this Agreement; and
- (c) acknowledges that it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party, as agreed in this Agreement, in accepting such security interest as collateral for its financing of the System.

Any Financing Party shall be an intended third-party beneficiary of this Section 13.2. Further, Purchaser shall, upon the request of Provider or any Financing Party, provide a signed acknowledgement and confirmation for the benefit of the Financing Party, substantially in the form as Provider or the Financing Party may reasonably request, which acknowledgment and confirmation shall certify, to the extent true and correct, that to the best of Purchaser's knowledge, (1) this Agreement is in full force and effect, (2) no modifications have been made, (3) no disputes or defaults exist, (4) no events have occurred that would, with the giving of notice or the passage of time, constitute a default under this Agreement, (5) all amounts then due and owing have been paid, and (6) the Commercial Operation Date has occurred.

13.3 Assignment by Purchaser. Purchaser shall not assign the Agreement or any interest therein, without Provider's and Financing Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, except that Provider and Financing Party each reserve the right in its sole discretion to reject the assignment of this Agreement by the Purchaser to any party that does not have a credit rating equal to or better than the Purchaser, or that may violate any Net Metering Rule. Purchaser appoints Provider as a contingent and limited power of attorney solely in the event of an Early Termination per Section 2.3 or an authorized assignment to effectuate the transfer and assignment of this Agreement and any other necessary documentation for the effective transfer of this Agreement and any benefits which arise hereunder to another Municipal Customer Host, or other qualified assignee. Any assignment by Purchaser without the prior written consent of Provider and Financing Party shall not release Purchaser of its obligations hereunder.

14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in Schedule 5, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under the Agreement shall be emailed to:

15. CONFIDENTIALITY.

15.1 Confidentiality Obligation. If either Party provides information that is expressly identified as confidential information, such as business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the financing, design, operation and maintenance of the System or of Purchaser's business ("Confidential Information") to the other or, if in the course of performing under the Agreement or negotiating the Agreement a Party learns Confidential Information regarding the System, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors and consultants, and Affiliates, lenders, and potential assignees of the Agreement or acquirers of Provider or its Affiliates (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Representatives"), in each case whose access is reasonably necessary. Further either party may disclose such Confidential Information as required by law, including, but not limited to, the Freedom of Information Act. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

15.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) becomes publicly available other than through the receiving Party;

(b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;

(c) is independently developed by the receiving Party; or

(d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

15.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall use reasonable efforts to coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review any publicity materials or press releases by the other Party that refer to, or that describe any aspect of, the Agreement. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that Provider may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles.

Notwithstanding the foregoing, Provider acknowledges that Purchaser is a public agency. Approval of this Agreement and statements regarding all aspects of this Agreement will be expressed in a public forum and subject to public comment.

15.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

16. INDEMNITY.

16.1 Indemnity. Subject to Section 12, to the extent permitted by Applicable Law, Provider agrees that it shall indemnify, defend and hold harmless the Purchaser, its permitted successors and assigns and its directors, officers, members, shareholders and employees) from and against any and all Losses incurred by the Purchaser to the extent arising from or out of or related to the following: (a) any material breach of this Agreement by Provider; (b) violation of Applicable Law by the Provider; (c) the negligence, recklessness, willful misconduct, or fraud of the Provider; (d) any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of the Provider's negligence or willful misconduct or (e) any infringement of patents or the improper use of other proprietary rights by the Provider or its employees or representatives. Provided, however, Provider will not be required to reimburse or indemnify the Purchaser for any Loss to the extent such Loss is due to Purchaser's negligence or willful misconduct.

16.2 Purchaser shall inform the Provider of any claim for which it intends to invoke indemnification and, at Provider's request and reasonable expense, reasonably cooperate with Provider in defending such claim. The Provider shall assume, at its cost and expense, the defense of such claim through its legal counsel selected and reasonably acceptable to the Purchaser, except that the Purchaser may, at its option and expense, select and be represented by separate counsel. Provider shall have control over the suit or proceedings, including the right to settle; provided, however, the Provider will not, absent the written consent of the Purchaser, consent to the entry of any judgment or enter into any settlement that (1) provides for any relief other than the payment of monetary damages for which the Provider shall be solely liable and (2) does not release the Purchaser from all liability in respect thereof.

In no event shall the Purchaser be liable for any claims that are compromised or settled in violation of this Section.

17. DISPUTE RESOLUTION.

17.1 Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party.

17.2 Mediation. If, after such negotiation in accordance with Section 17.1, the Dispute remains unresolved, either Party may require that a non-binding mediation take place. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to pursue its legal remedies in the appropriate forum. If a mediation takes place, the mediator's fee and expenses shall be paid equally by each Party.

17.3 Binding Arbitration. If after such mediation in accordance with Section 17.2, the Dispute remains unresolved, the Parties may agree to a binding arbitration to the extent allowed by law. If the Parties fail to agree to arbitration or are unable to agree on an arbitrator, then either Party is hereby empowered to pursue its legal remedies in the appropriate forum. If an arbitration takes place, the arbitrator's fee and expenses shall be paid equally by each Party. Any arbitration shall take place in Hartford, Connecticut.

18. MISCELLANEOUS.

18.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto and hereto, constitute the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference.

18.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.

18.3 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement, the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

18.5 Limited Effect of Waiver. The failure of Provider or Purchaser to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.6 Survival. The obligations under Section 9 (Taxes and Governmental Fees), Section 12 (Limitation of Liability), Section 14 (Notices), Section 15 (Confidentiality), Section 16 (Indemnity), Section 18 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

18.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Connecticut without reference to any choice of law principles. The Parties agree that the State and Federal courts in Connecticut shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law.

18.8 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

18.9 Relation of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.10 Successors and Assigns. This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors and permitted assigns.

18.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

18.12 Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

"PURCHASER": Town Of _____

By: _____

Name:

Title:

Date:

"PROVIDER": CP____ Solar I, LLC

By: _____

Name: Cela Sinay Bernie

Title: Manager

Date: _____

EXHIBIT B

VIRTUAL NET METERING SERVICE AGREEMENT

Exhibit C
of General Conditions

Certain Agreements for the Benefit of the Financing Parties

Purchaser acknowledges that Provider will be financing the installation of the System either through a lessor, lender or with financing accommodations from one or more financial institutions and that the Provider may sell or assign the System or the Project Company and/or may secure the Provider's obligations by, among other collateral, a pledge or assignment of this Agreement as part of a membership interest and purchase agreement of the Project Company or an asset of purchase agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Provider has notified Purchaser, Purchaser agrees as follows:

(a) **Consent to Assignment.** Purchaser consents to either the sale or conveyance to a lessor or the assignment by Provider to a lender that has provided financing of the System, of the Provider's right, title and interest in and to this Agreement.

(b) **Notices of Default.** Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of the Provider default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Provider to terminate the Agreement without the written consent of the Financing Party.

(c) **Rights Upon Event of Default.** Notwithstanding any contrary term of this Agreement:

i. If Provider defaults in the performance of any of its obligations under the Agreement, or upon the occurrence or non-occurrence of any event or condition under the Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, constitute a Provider Default or enable Purchaser to terminate or suspend its performance under the Agreement (a "Default or Termination Event"), Purchaser will not terminate or suspend its performance under the Agreement until it first gives written notice of such Default or Termination Event to Financing Party and affords Financing Party the right to cure such Default or Termination Event within the applicable cure period concurrent with that afforded Provider under the Agreement ("Cure Period").

ii. In addition, if Financing Party gives Purchaser written notice prior to the expiration of the Cure Period of Financing Party's intention to cure such Default or Termination Event (which notice shall include a reasonable description of the time during which it anticipates to cure such Default or Termination Event) and is diligently proceeding to cure such Default or Termination Event, notwithstanding the applicable Cure Period, Financing Party shall have a period of sixty (60) days (or, if such Default or Termination Event is for failure by the Provider to pay an amount to Purchaser which is due and payable under the Agreement, thirty (30) days) from the expiration of the applicable Cure Period to cure such Default or Termination Event, provided, however, that (a) if possession of the Project is necessary to cure any such non-monetary Default or Termination Event and Financing Party has commenced foreclosure proceedings within sixty (60) days after notice of such Default or Termination Event and is diligently pursuing such foreclosure proceedings, Financing Party will be allowed a reasonable time, not to exceed ninety (90) days, to complete such proceedings and cure such Default or Termination Event, and (b) if Financing Party is prohibited from curing any such Default or Termination Event by any process, stay or injunction issued by any Governmental Authority or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding involving Provider, then the Cure Period specified herein shall be extended for the period of such prohibition, so long as Financing Party is diligently pursuing removal of such process, stay or injunction. Financing Party shall provide Purchaser with reports concerning the status of efforts to cure a Default or Termination Event upon Purchaser's reasonable request.

SCHEDULES

I. Schedule 1: Description System

Solar System Premises: _____

Anticipated Subsidy **Rebate** **or** **Zero Emission Renewable Energy Certificates**

Solar System Size: 1,000 kW (AC) (representing an initial estimate, which may vary depending on the final design of the System)

Scope: Design and supply grid-interconnected, ground mounted solar electric (PV) system.

Module: Heliene 395 Ws or equivalent

Inverter: Chintz or equivalent

II. Schedule 2 – Estimated Remaining Payments.

Termination Occurs at the end of Year:	Early Termination Fee
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	

19	
20	
21	
22	
23	
24	
25	

III. **Schedule 3 – Intentionally Omitted.**

IV. **Schedule 4 – Estimated Annual Net Metered Production**

Estimated Annual Net Metered Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows.

Year of System Term	Estimated Production (MWh)	Year of System Term	Estimated Production (MWh)
1	1,675,038	13	1,577,254
2	1,666,663	14	1,569,368
3	1,658,329	15	1,561,521
4	1,650,038	16	1,553,713
5	1,641,788	17	1,545,945
6	1,633,579	18	1,538,215
7	1,625,411	19	1,530,524
8	1,617,284	20	1,522,871
9	1,609,197	21	1,515,257
10	1,601,151	21	1,507,681
11	1,593,146	23	1,500,142
12	1,585,180	24	1,492,642
		25	1,485,178

The values set forth in the table above are estimates, of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

V. **Schedule 5 – Notice Information**

Purchaser:

Provider

CP _____ Solar I, LLC
c/o Citrine Power LLC
55 Greens Farms Road, Suite 200 78
Westport, CT 06880
Cela Sinay Bernie
cela@citrinepower.com
203 557 5554 / 917 345 8371

VI. Schedule 6 – Time of Payment

Purchaser shall pay all undisputed amounts due hereunder within thirty (30) after the date of the applicable Invoice Date.

VII. Schedule 7 – Initial Term

The Initial Term of the Agreement shall commence on the Effective Date and shall continue for twenty-five (25) years from the Commercial Operations Date, unless and until terminated earlier pursuant to the provisions of the Agreement.

VIII. Schedule 8 – kWh Rate

Fixed Rate:

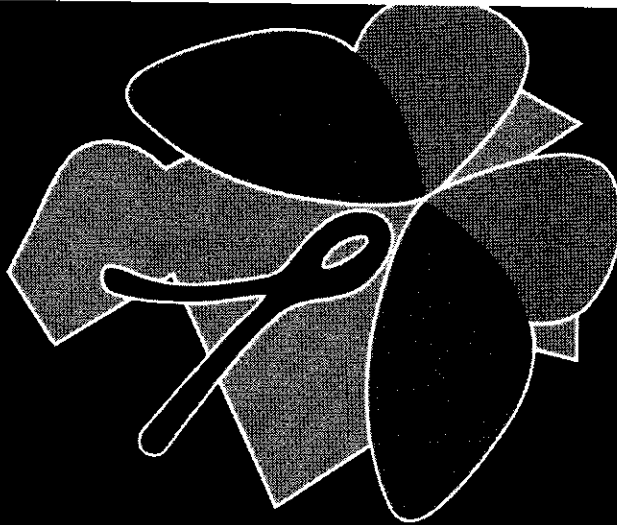
Floating Rate:

IX. Schedule 9 – Beneficial Accounts

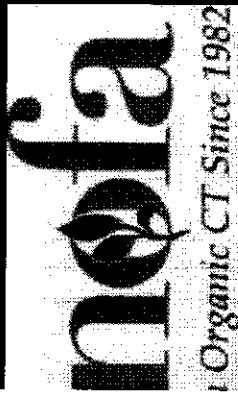
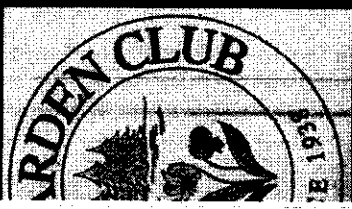
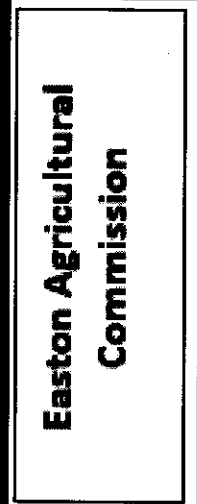
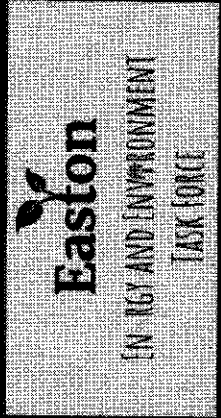
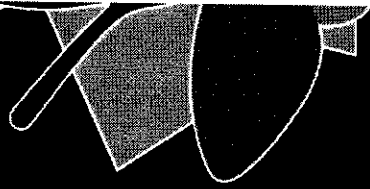
Purchaser shall have the right not more than once per calendar year during the Term to request that Provider change, or cause to be changed, Buyer's list of Beneficial Accounts, so long as the total quantity of Virtual Net Metering Credits to be purchased hereunder does not change. Provider, shall use commercially reasonable efforts to effectuate such any such requested change, and Purchaser shall cooperate with Provider to provide information as may be requested by the LEU to qualify the Beneficial Accounts.

1. XX
2. XX
3. XX
4. XX
5. XX

Easton
2020

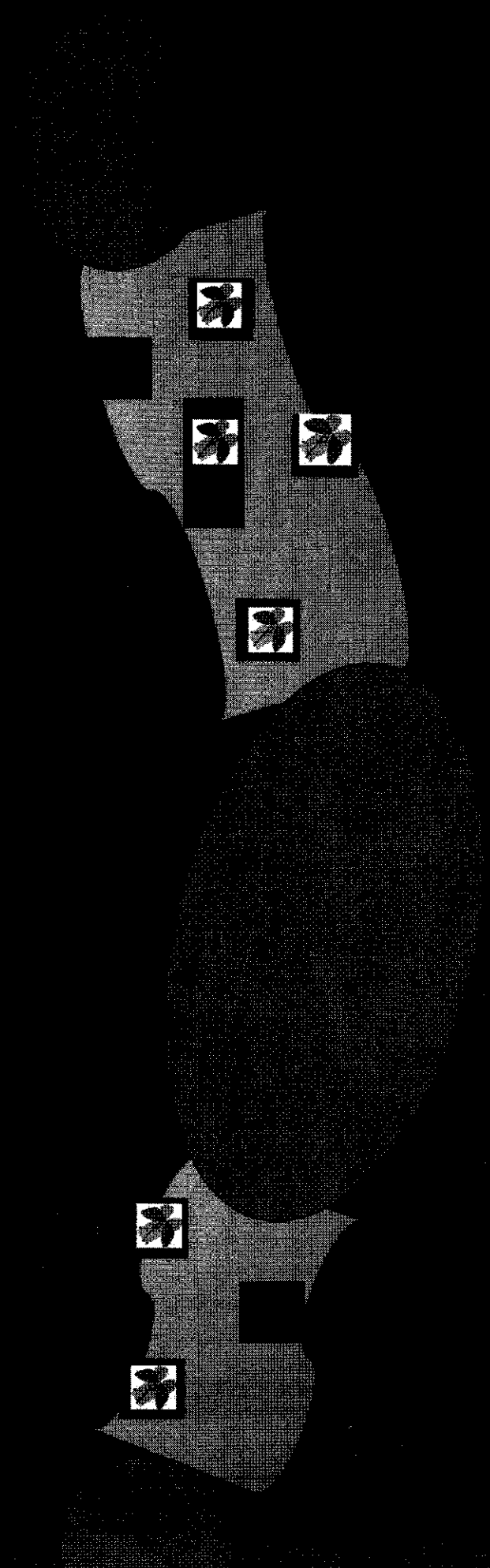


are building the Easton Pollinator
way as a community...



What is a Pollinator Pathway?

Corridors of public and private properties that provide native plant habitat and nutrition for pollinators



Municipalities and property owners create healthy yards and public spaces for pollinators, pets & families

do we connect this
scape?

us on Bees and Trees!
he pathway was born....

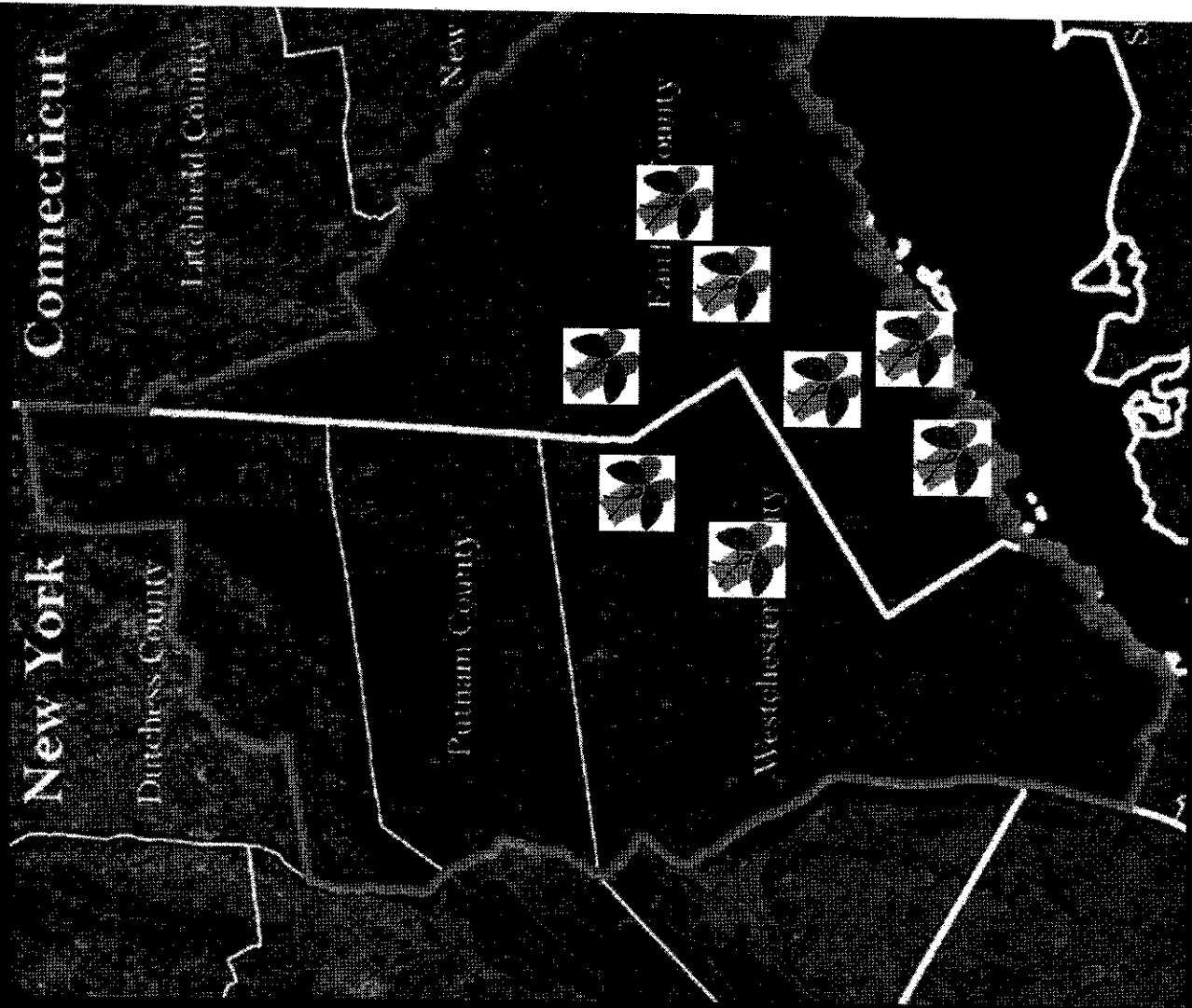


H2H Conservation Initiative (pilot)

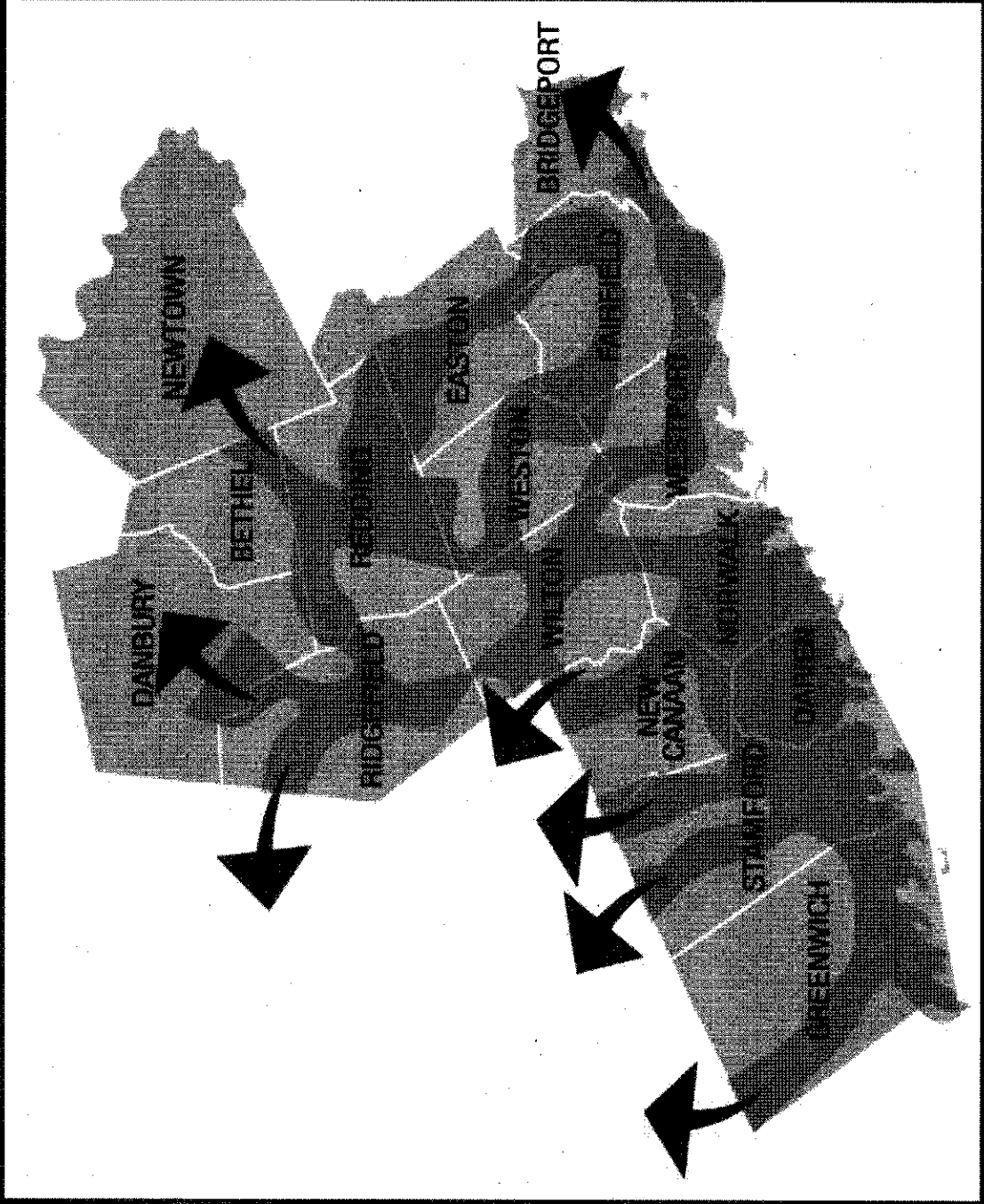
people, 40 stewardship actions,
trees Planted

Pollinator Protection Law passed
(launch in Wilton & Ridgefield)
ograms, 1048 people engaged
(6 towns)

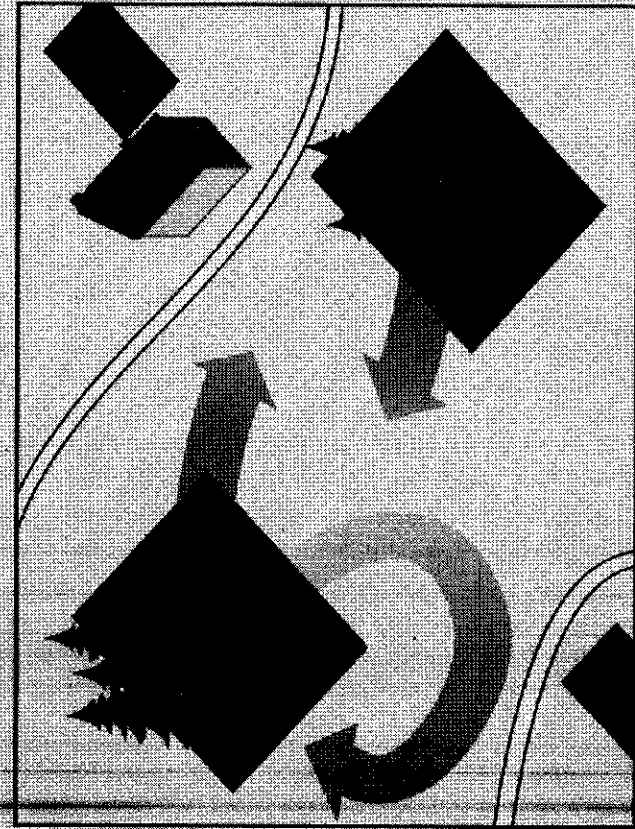
ograms, 1575 people engaged
(85+ towns)



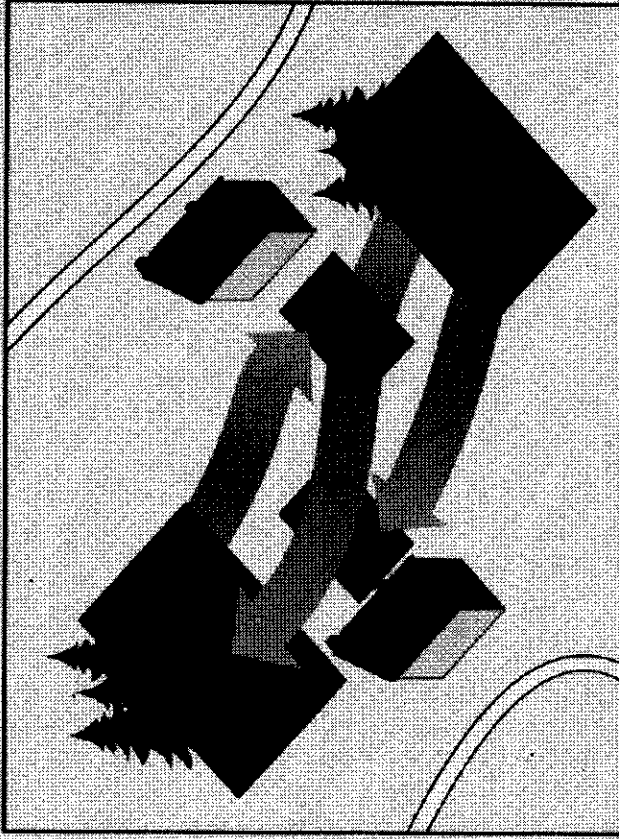
Illinator Pathway Towns and Growing



Easton - 20



VS.



Scenario A: Fragmented Habitats

Scenario B: Connected Habitats

we can reconnect our landscape by making our private properties into
stepping stones that create a connected landscape to once again allow
the *free flow* of species across a healthy, native landscape.



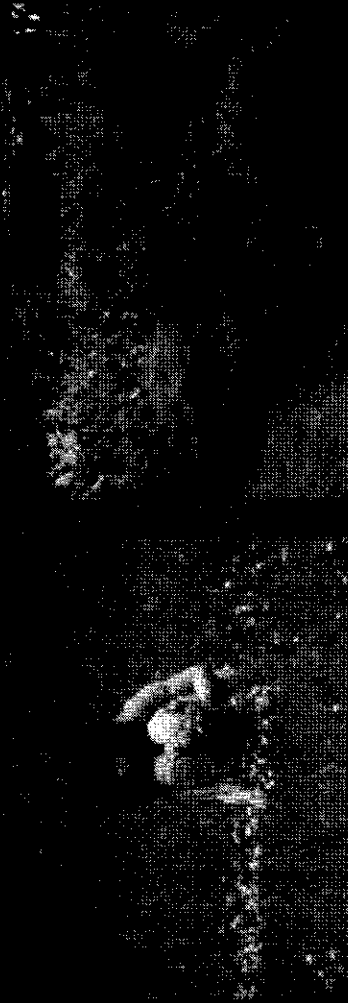
**he Hope is to Address the Sharp
nes in Pollinator Populations Due to
esticide Use and Loss of Habitat**

**arch butterfly populations are down
90% in the last 20 years.**

**German Study Shows a 76% Decline
n all Flying Insects in that Time**



The Message is Simple



Rethink your lawn

Reduce the size of your lawn, mow less, and use organic lawn care practices

Plant Native Plants

Native plants bring the pollinators and the birds, and increase the biological diversity of your land

No Pesticides

Pesticides negatively impact the health of us all.

Rethink Your Lawn

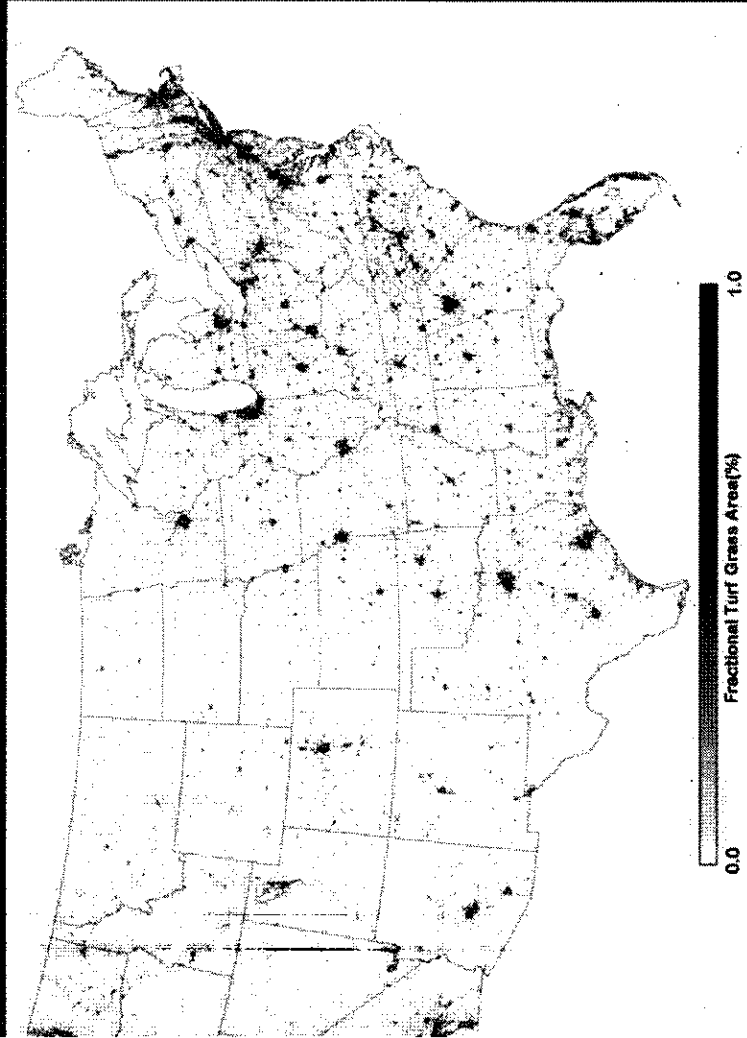
Water less frequently—only every 2-3 weeks. Part of your yard go natural. Wildflowers likely appear. You are creating a mini-meadow, which you could augment by adding native plants.

Convert part of your lawn as a pollinator garden.

Reduce Pesticides

Test your soil to see what, if any, fertilizer you need, and go organic. Mow the leaves

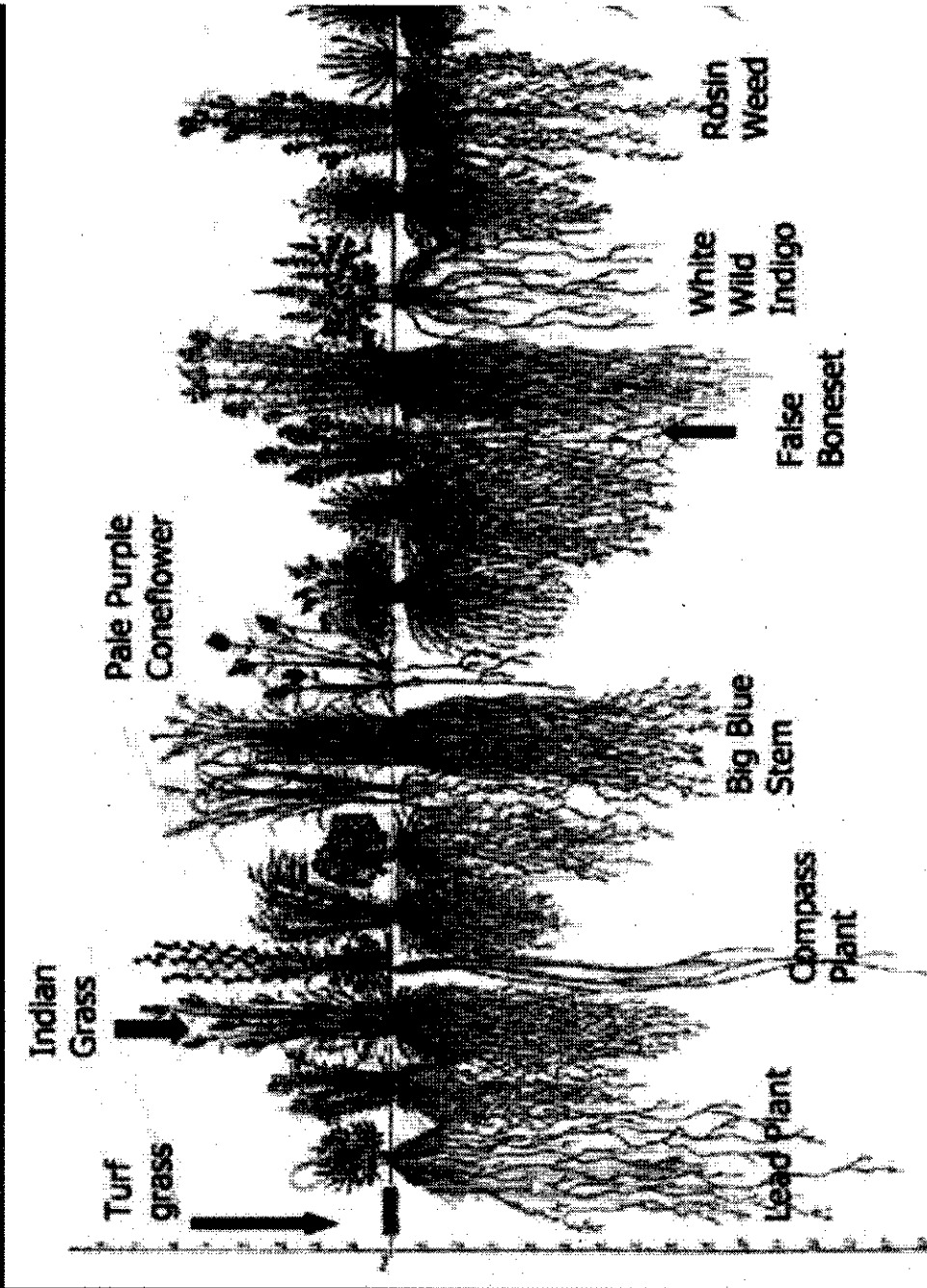
America's Biggest Crop is Lawn



Over 40 million acres--three times more than any other irrigated crop

Why Rethink our lawns?

They provide little to no habitat for pollinators or life. When treated, they add nutrients from fertilizers and nutrients from pesticides to our lands, streams and rivers reducing water quality and harming pollinators. Their root systems are too shallow to effectively filter stormwater runoff.



If you plant, they will come ...

Planting Wildflower Shrubs, Trees through the Seasons support Pollinator Health

Wildflower	May	June	July	Aug	Sept	Oct
Golden Alexanders <i>Zizia aurea</i>						
Ohio Spiderwort <i>Tradescantia ohlensis</i>						
White Beardtongue <i>Penstemon digitalis</i>						
Milkweed <i>Asclepias</i>						
Anise Hyssop <i>Agastache foeniculum</i>						
Wild Bergamot <i>Monarda fistulosa</i>						
Mountain mint <i>Pycnanthemum virginianum</i>						
Blazing Star <i>Liatris</i>						
Boneset <i>Eupatorium perfoliatum</i>						
Joe Pye Weed <i>Eupatorium maculatum</i>						
Fall Sneezeweed <i>Helenium autumnale</i>						
New York Ironweed <i>Vernonia noveboracensis</i>						
Goldenrod <i>Spidago</i>						
New England Aster <i>Symphotrichum novae-angliae</i>						

Wildflowers have habitat preferences for sun or shade, dryness or moisture, and soil type. More plant lists for various conditions at Pollinator-Pathway.org. List compiled with help from CT Agricultural Experiment Station.

Connecticut Pollinator Garden Planting Plan

Annuals
Seasons of bloom
Species for each season
Plants of each species

Early blooming species are key for
green bumblebees

Maples, cherries, willows, birches, &
Apples are top larval hosts
(waterpillar food!)

Wildflowers for Pollinators Through the Seasons

Wildflower Species	Approximate Bloom Period
Black-eyed Susan	July - September
Wild Bergamot	June - August
White Top	June - August
Black-eyed Susan	July - September
Wild Bergamot	June - August
White Top	June - August
Black-eyed Susan	July - September
Wild Bergamot	June - August
White Top	June - August
Black-eyed Susan	July - September
Wild Bergamot	June - August
White Top	June - August
Black-eyed Susan	July - September
Wild Bergamot	June - August
White Top	June - August

Wildflowers have habitat preferences for some bees.
Below plants lists for various clubbodies.
For complete info: <http://www.ct.gov/dep>

Connecticut Trees & Shrubs for Pollinators

Plant lists include of trees with bloom times
from May to October (all months).

Maple - Norway Spruce
White Birch - Norway Spruce
Yew Tree - Norway Spruce
Black Locust - Norway Spruce
Norfolk Island Spruce
Larch - Norway Spruce

Trees Provide Food for Caterpillars Native Trees and the Number of Butterfly Species Supported

Tree Species	Number of Butterfly Species Supported
Red Maple	24
White Birch	16
Yew Tree	12
Black Locust	10
Norfolk Island Spruce	8
Larch	6
White Birch	4
Yew Tree	3
Black Locust	2
Norfolk Island Spruce	1
Larch	1

From: National Wildlife Federation, www.nwf.org

Wildflowers and pollinators are
important for our environment.

What Else Do They Need?

ectar/pollen from native plants and

larval host plants and trees,
weed, white oak...

fresh water

open patches for ground nesting

rocks

logs and old wood

shrubs, like hydrangea, for nesting

open space within which to find a mate
and to move as the climate warms

open night sky free of artificial light, for
moths and fireflies

LEAVES ARE NOT LITTER

THE PROBLEM WITH
LEAVES IS NOT THE LEAVES
THEY'RE THE PROBLEM

#LEAVETHELEAVES



Restoration Site:

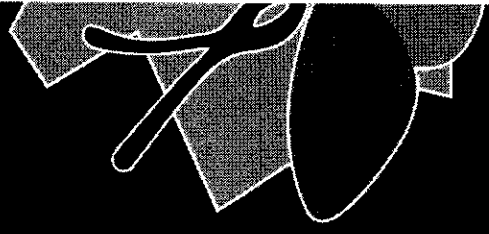
Working in to Support Pollinators

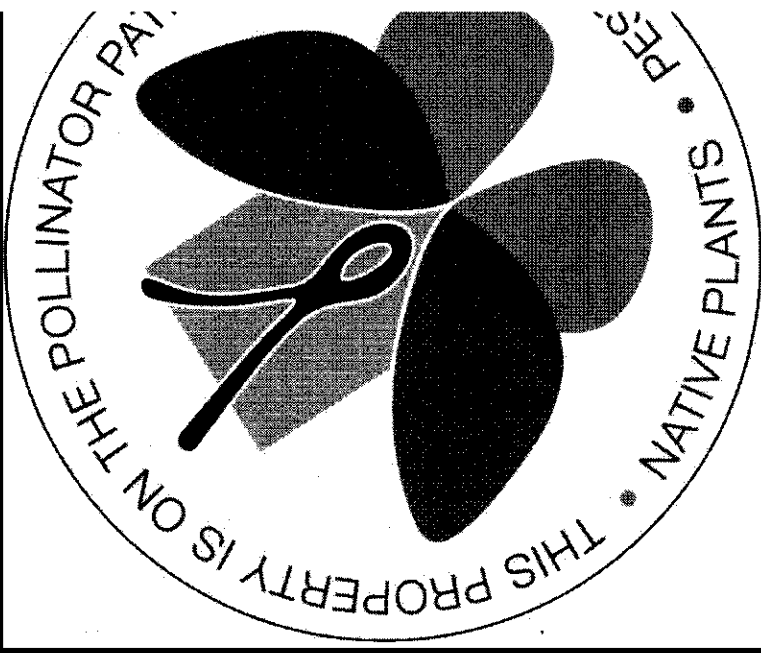
Demonstration Sites

Pollinator Gardens

Pollinator
Habitat

Urban Gardens





Take the
Pledge



the Easton Pollinator Pathway
pollinator-pathway.org/easton
eastongardenclubofct.org/eastonpollinatorpathway

Take The Pledge and Join the Easton Pollinator Pathway

would like to join the Easton Pollinator Pathway.

to support and protect local pollinators by adding native plants and refraining from the use of pesticides and herbicides. Features to include:

A sequence of bloom from spring to fall, especially native host plants & pollinator favorites

A water feature (a bird bath, fountain or natural source)

Shelter such as leaf mulch, bee houses, and uncut plant stems for the fall/winter

Avoidance of pesticides and herbicides on lawn and garden

Organic practices such as compost (no synthetic fertilizers or treated mulch)

Visit www.eastongardensclubofct.org/eastonpollinatorpath



Pollinator Pathways

Establishing pollinator-friendly habitats and food sources for bees, butterflies, hummingbirds and other pollinating insects and wildlife



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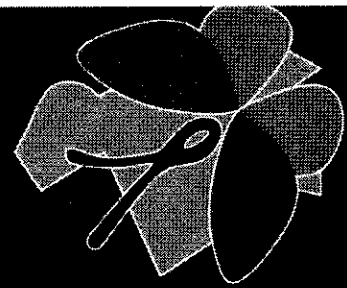
Resources

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Photo courtesy of Zane Conant



Visit Us to Find Out More at Pollinator-Pathway.org/Easton

www.eastongardclubofct.org/eastonpollinatorpathway