

Lease and Easement Agreement

This Lease and Easement Agreement (“Lease”) is dated as of _____, 20__ (“Effective Date”) between Back 124 L.L.C.(“Landlord”) and Gravel Pit Solar, L.L.C. a Delaware limited liability company (“Tenant”). Landlord and Tenant are sometimes individually referred to as a “Party” and together as the “Parties”.

WHEREAS, Landlord is the owner in fee of an approximately 124.44 acre tract of real estate located in East Windsor, Connecticut, and further described on Exhibit A and shown on the map attached as Exhibit B (the “Leased Premises”).

WHEREAS, Tenant desires to lease and rent the Leased Premises for use as a site on which to install and operate an electrical generating facility for the conversion of solar energy into electrical energy, the storage of electrical energy, and the delivery of electrical energy produced by the electrical generating facility to third parties for sale via underground and/or above-ground wires and cables for the transmission of electrical energy (the “Project”), and Landlord desires to lease and rent the Leased Premises to Tenant for such purposes.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for other good and valuable consideration, the Parties hereby agree as follows:

1. **LEASE/LEASED PREMISES.** Landlord hereby leases and rents to Tenant, and Tenant leases and rents from Landlord, subject to the terms and conditions contained herein, the Leased Premises.
2. **TERM; RENEWAL.** The initial term of this Lease shall commence on the Effective Date and shall end on the date that is 40 years following the Effective Date (the “Term”). Tenant shall have the option to renew this Lease for up to four (4) times, each for an additional consecutive five (5) year period, exercisable by written notice to Landlord at least one (1) year prior to the end of the then-current term of this Lease.

Tenant shall have the right to terminate this Lease without cause upon notice to Landlord given not less than thirty (30) days in advance of the date on which Tenant desires the termination to be effective. In the event of termination under this Section, this Lease shall terminate upon the date of termination set forth in such notice. No act or failure to act on the part of Tenant (including, without limitation, non-use of any portion of the Leased Premises for any particular period of time) shall be deemed to constitute an abandonment or surrender of the Lease, the Lease Rights and Easements (as defined in Section 6), or any portion thereof. For the avoidance of any doubt, upon any termination of this Lease, Tenant shall comply with the Restoration Obligations as defined and set forth in Paragraph 7 of this Lease.

3. **RENT.** Commencing with the ground-breaking for the installation of the Improvements and thereafter during the Term, Tenant shall pay Landlord rent equal to [REDACTED] per acre per year, (“Rent”), which shall escalate annually on the Rent payment date at a rate equal to [REDACTED]

██████ per year commencing with the second Rent payment. Rent shall be paid annually in arrears (December 31). The first quarter shall be prorated for the period between the ground-breaking for the installation of the Improvements and the expiration of the calendar quarter in which the ground-breaking commences. Rent shall be payable at Landlord's address set forth in Section 19 or at such other address as Landlord may from time to time designate by written notice to Tenant. Tenant shall provide written notice to Landlord upon Tenant's confirmation of Tenant's ground-breaking date.

a. Other Fees. Tenant shall pay any personal property taxes assessed or levied against the Improvements and any increase in the real property taxes levied against the Leased Premises directly attributable to the installation and existence of the Improvements on the Leased Premises. To the extent that such increase is not separately assessed to Tenant and paid directly by Tenant to the taxing authorities, such amounts shall be paid as additional Rent within fifteen (15) days of Tenant's receipt of an invoice from Landlord.

b. Late Payments. All Rent not paid or tendered when due under this Lease shall bear interest at a rate equal to the lesser of (i) the prime rate of interest as quoted by JPMorgan Chase Bank, N.A. or its successor plus 1% or (ii) the maximum rate allowed by applicable law.

4. USE. The Leased Premises may be used for the erection, construction, installation, operation, maintenance or use of any facilities related to solar energy collection, conversion and development, the generation, transmission and storage of electric power, and any other lawful uses incidental thereto, 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 or solar thermal electric energy generation and storage, including without limitation, natural gas or fossil fuel based boilers or heating systems installed in connection with the foregoing solar energy facilities, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight, batteries and other storage technologies, and associated support structure, braces, wiring, plumbing, and related equipment, (ii) battery and/or other energy storage systems and related infrastructure, improvements and equipment, including, without limitation, pads, foundations, electrical grounding grids, enclosures, containers, hardware, cables, inverters, meters, conductors, breakers, power conversion systems, power distribution units, racks, mountings, staging, conduits and trenches, (iii) electrical transmission and distribution facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, inverters, meters, conduit, footings, towers, poles, crossarms, guy lines, anchors, cabling and wires, (iv) overhead and underground control, communications and radio relay systems, (v) substations, interconnection and/or switching facilities and electric transformers and transformer pads, (vi) energy storage facilities, (vii) meteorological towers and solar energy measurement equipment, (viii) control buildings,

control boxes and computer monitoring hardware, (ix) utility installation, (x) safety protection facilities, (xi) maintenance yards, (xii) roads and erosion control facilities, (xiii) signs and fences, and (xiv) 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; (c) planting, 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 Improvements or that could obstruct, interfere with or impair the Improvements or the use of the Leased Premises intended by Tenant hereunder; and excavating, grading, leveling and otherwise modifying the Leased Premises, all in Tenant's sole discretion as Tenant may deem desirable or necessary in connection with Tenant's intended use of the Leased Premises under this Lease; and (d) undertaking any other lawful activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant determines in its sole discretion are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes.

In connection with such use, Tenant shall have the exclusive right to (i) install improvements as set forth in Section 5, (ii) maintain, clean, repair, replace and dispose of part or all of the Improvements; (iii) access the Leased Premises; (iv) trim or cut down trees, shrubs or any other vegetation on the Leased Premises; and (v) gate or otherwise secure access to the Leased Premises. The Parties acknowledge and agree that solar energy technologies are improving at a rapid rate and that it is probable that Tenant may (although Tenant shall not be required to) replace the Improvements from time to time with newer model or design Improvements which are, in Tenant's sole opinion, superior to the Improvements replaced. Landlord acknowledges that operation of the Improvements may require, from time to time during their existence, additional lease rights in favor of certain third parties on the Leased Premises and on the real property that is owned by Landlord and adjacent to the Leased Premises. Accordingly, if any party, including any transmission system owner or operator and/or any communications provider, determines that one or more separate, stand-alone lease (each, a "Stand-Alone Lease Right") on, over, across, along and/or above the Leased Premises, including the right to install and maintain on the Leased Premises (i) transmission lines and facilities, both overhead and underground, which carry electrical energy to and/or from the solar energy facilities, (ii) communications lines and facilities, both overhead and underground, which carry communications to and/or from the solar energy facilities, and/or (iii) metering equipment, photovoltaic generation equipment converting sunlight into electrical current, switching stations, and storage buildings that benefit the solar energy facilities, is reasonably required for the efficient and/or safe operation of the solar energy facilities, then upon request Landlord shall grant to such third party such an lease right in such location or locations within the Leased Premises as such party may reasonably request, provided that such party shall agree to pay to Landlord a reasonable fee agreed to by Landlord in advance for such lease right in addition to all other amounts payable by Tenant to Landlord hereunder. Notwithstanding the foregoing or anything else herein to the contrary, however, nothing in this Lease shall require Landlord to engage in, apply for, or qualify for a subdivision of Landlord's

land. In the event that Landlord determines that Tenant's request will create a subdivision of Landlord's land, then Landlord may refuse to agree to any such Stand-Alone Lease Right unless a subdivision of Landlord's land may be approved (at Tenant's sole cost and expense) upon terms and conditions reasonably acceptable to Landlord.

5. **IMPROVEMENTS.**

a. Construction and Alteration. Tenant may make such changes, improvements, alterations and additions to the Leased Premises as Tenant may desire to conduct its business consistent with the use specified in Section 4. Without limiting the generality of the foregoing, Tenant shall have the right to place, install or construct new improvements, including without limitation, solar panels and inverters and requisite devices, fixtures, appurtenances, foundations; supports, concrete pads and footings; overhead and underground electrical transmission, collection and communications lines, electric transformers, switching stations, substations and telecommunications equipment; roads for ingress and egress of construction and maintenance vehicles; control, operation and maintenance buildings and yards, construction laydown and staging areas, and related facilities and equipment necessary for the construction, operation and maintenance of the Project; erosion control facilities; signs, gates, fences, lighting and other safety and protection facilities; and other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (collectively, the "Improvements"), all as Tenant deems appropriate or necessary for its use of the Leased Premises, in its discretion.

b. Ownership. The Improvements shall not be deemed to be permanent fixtures (even if permanently affixed to the Leased Premises) and the Improvements shall be and remain at all times the sole property of Tenant. Landlord shall have no ownership or other interest in any Improvements and may not sell, lease, assign, mortgage, pledge or otherwise transfer, alienate or encumber the Improvements with the fee interest or leasehold or other rights in or to the Leased Premises or otherwise; and Tenant may remove any or all Improvements at any time. Tenant and its assigns shall be entitled to all depreciation, tax credits and other tax benefits arising out of the construction, ownership and operation of the Project and the production of solar energy therefrom. Landlord hereby waives any statutory or common law lien Landlord that it might otherwise have in, on or to the Improvements or any part thereof and agrees that, notwithstanding the occurrence of an event of default under the Lease beyond all applicable notice and cure periods (including those granted to Mortgagee, as that term is defined in Section 23), Tenant or Mortgagee (or its designee) may remove the Improvements from the Leased Premises. Within the ninety (90) day period after receipt by Mortgagee of a notice that the Lease has been terminated prior to the expiration date (or such longer time as may be reasonably necessary to remove the Improvements from the Leased Premises), Tenant or Mortgagee may remove the Improvements from the Leased Premises. Any and all solar resource data collected by

or on behalf of Tenant after the Effective Date is the sole property of Tenant and shall be Confidential Information (as that term is defined in Section 24).

6. **LEASE RIGHTS & EASEMENTS.** Landlord hereby grants to Company the following Lease rights and easements during the Term of this Lease, which shall run with and benefit the Leased Premises (collectively, the “Lease Rights and Easements”): (i) the sole and exclusive right and easement to use the Leased Premises for solar energy conversion purposes and all related purposes, and to convert, maintain, use and capture the free and unobstructed flow of solar energy resources over and across the Leased Premises, and to install, use, repair, improve, relocate, replace and remove any facilities related to solar energy development or generation on the Leased Premises, including the right to install, use, maintain, repair, replace, improve, remove, re-power and relocate battery systems and system modules within the Leased Premises from time to time; (ii) the sole and exclusive lease of the Leased Premises and all air rights thereon for solar energy conversion purposes and all related purposes; (iii) the exclusive right for any audio, visual, view, light, shadow, noise, vibration, air turbulence, wake, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from any operations conducted on the Leased Premises; (iv) an exclusive easement on, over and across the Leased Premises for the transmission of electricity and energy by underground and above-ground cables; (v) an easement on, over and across other lands of Landlord for access to any point where any solar energy facilities are or may be located at any time from time to time by means of any existing roads on such lands, and by such other roads as Tenant may construct from time to time at locations reasonably agreed between Landlord and Tenant, for the benefit of and for purposes incidental to operations on the Leased Premises; (vi) an exclusive easement on, over and across the Leased Premises for the open and unobstructed access to the sun to any solar energy facilities on the Leased Premises and to ensure adequate exposure of the solar energy facilities to the sun; (vii) an exclusive easement prohibiting any obstruction to the open and unobstructed access to the sun throughout the Leased Premises to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar energy facilities are or may be located at any time from time to time (each such point referred to as a “Site”) and for a distance from each Site to the boundaries of Landlord’s lands, together vertically through all space located above the surface of the Leased Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Leased Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Leased Premises; (viii) the right to enter the Leased Premises and lands adjacent to the Leased Premises and owned by Landlord from time to time with personnel, vehicles, materials and equipment twenty-four (24) hours a day, seven (7) days a week for the purposes permitted hereunder, and to excavate and/or fill areas on the Leased Premises, all to such extent as Tenant deems reasonably necessary; together with the right to use construction staging and laydown areas and operate cranes and other heavy-duty equipment in locations on the Leased Premises and on lands adjacent to the Leased Premises and owned by Landlord at all times as shall be reasonably necessary for installing, using, maintaining, repairing, replacing, improving, removing, repowering and relocating the solar energy system on the Leased Premises; (ix) the exclusive right to study, develop and use the Leased Premises for converting

solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (x) the right to subjacent and lateral support for the solar energy facilities; and (xi) the right to utilize, on a nonexclusive basis, any access, utility, water, communication, sewer, septic, transmission or other easements, rights of way or licenses appurtenant to the Leased Premises as permitted by the instruments evidencing such rights and other applicable laws. If Tenant wishes to obtain from Landlord one or more additional lease rights on, over, across, along and/or above the Leased Premises (each, an “Additional Lease Right”), in connection with, for the benefit of and for purposes incidental to the solar energy facilities, then upon request Landlord shall grant to Tenant such a lease right in such location or locations as Tenant may reasonably request, provided that Tenant shall agree to pay to Landlord a reasonable fee agreed to in advance by Landlord for such Additional Lease Right in addition to all other amounts payable by Tenant to Landlord hereunder.

7. **TERMINATION, SURRENDER OF LEASED PREMISES.** Tenant’s right to access the Leased Premises shall continue in full force and effect for a period of one (1) year following the expiration or earlier termination of this Lease for purposes of removing the Improvements from the Leased Premises (the “Restoration Period”). During the Restoration Period, Tenant shall (i) restore the subsurface of the Leased Premises to the extent required by any applicable city, county or state ordinance, and (ii) remove structures and Improvements to the extent reasonably practicable to a depth of two (2) feet below the surface of the Improvements. In addition, Tenant shall restore the surface of the Improvements as is reasonably practicable to its original condition as the same existed at the inception of this Lease and shall repair any damage, to the extent reasonably practicable, to the Leased Premises as a result of any removal of Tenant’s Improvements under this Section 7. Notwithstanding any of the foregoing, in no event shall Tenant have the obligation to modify the grade of the Leased Premises as established by Tenant for its uses or to restore any vegetation. Tenant’s restoration obligation under this Section 7 is expressly conditioned upon Landlord granting to Tenant such access to the Leased Premises as Tenant may reasonably require to comply with such obligation. All of the obligations of Tenant set forth in this Section 7 are hereinafter collectively referred to as the “Restoration Obligations”. Tenant shall have no obligation to pay Rent during the Restoration Period. Following completion of the Restoration Obligations, Tenant shall be obligated to immediately surrender possession of the Leased Premises.

8. **INDEMNIFICATION.**

a. Indemnification by Tenant. Tenant hereby agrees to indemnify, defend and hold harmless the Landlord, and its directors, officers, agents, employees, successors and assigns (collectively, the “Landlord Indemnity Group”) from and against any and all claims, judgments, demands, causes of action, losses, liabilities, interest, awards, penalties, costs, fees and expenses (including, without limitation, reasonable attorneys’ fees and legal costs), but specifically excepting from such obligations, any such matters which are caused by, or are the responsibility of Landlord or any member of the Landlord Indemnity Group, for:

- i. bodily injury or death of any individuals in the Tenant and its directors, officers, agents, employees, successors and assigns of each of them (each, a “Tenant Indemnified Party” and, collectively, the “Tenant Indemnity Group”) arising from, relating to or in connection with this Lease;
 - ii. bodily injury or death of any third party or for any loss of or damage to the property of third parties (which are not part of the Landlord Indemnity Group), to the extent Landlord has not actually recovered insurance proceeds in connection therewith and to the extent they are the result of Tenant’s or Tenant Indemnity Group’s negligent acts or omissions, willful misconduct or tortious acts or omissions (including strict liability) during the Term;
 - iii. any fines and penalties imposed by any governmental authority on account of any violation of any applicable laws to be complied with by the Tenant or the Tenant Indemnity Group; and
 - iv. events or conditions which occur after the ground-breaking for the installation of the Improvements through the termination date of this Lease and were caused as a result of (A) any release, threatened release, or disposal of any Regulated Substances (as defined below) at the Leased Premises by Tenant; (B) the violation of any Environmental Law (as defined below) at the Leased Premises by Tenant; or (C) any environmental conditions or violations at the Leased Premises, including the presence of Regulated Substances or the discharge or release of hazardous materials, caused by Tenant and occurring after the date of this Lease and prior to its expiration or sooner termination.
- b. Indemnification by Landlord. Landlord hereby agrees to indemnify, defend and hold harmless Tenant Indemnity Group, from and against any and all claims, judgments, demands, causes of action, losses, liabilities, interest, awards, penalties, costs, fees and expenses (including without limitation, reasonable attorneys’ fees and legal costs), but specifically excepting from such obligations, any such matters which are caused by, or are the responsibility of, Tenant or any member of the Tenant Indemnity Group, for:
- i. bodily injury or death of any individuals in the Landlord Indemnity Group arising from, relating to or in connection with this Lease;
 - ii. bodily injury or death of any third party or for any loss of or damage to the property of third parties (which are not part of the Tenant Indemnity Group) to the extent Tenant has not actually recovered insurance proceeds in connection therewith, and to the extent they are the result of Landlord’s or the Landlord Indemnity Group’s negligent acts or omissions, willful misconduct or tortious acts or omissions (including strict liability) during the Term;

- iii. any fines and penalties imposed by any governmental authority on account of any violation of any applicable laws to be complied with by the Landlord or the Landlord Indemnity Group; and
- iv. events or conditions which occurred or existed on or before the ground-breaking for the installation of the Improvements and were not caused by Tenant's activities, and were caused as a result of (A) any release, threatened release, or disposal of any Regulated Substances at the Leased Premises; (B) the violation of any Environmental Law at the Leased Premises; (C) any environmental claim in connection with the Leased Premises; or (D) any environmental conditions or violations at the Leased Premises, including, without limitation, the presence of Regulated Substances or the discharge or release of hazardous materials, not caused by Tenant and occurring on or prior to the Effective Date.

c. Definitions. As used herein, the term "Regulated Substance" means any solid or hazardous wastes or substances, or oil or other dangerous or toxic substances, all as defined in any Environmental Law. As used herein, the term "Environmental Law" means the Comprehensive Environmental Response, Compensation & Liability Act, 42 USC Section 9601 et seq. ("CERCLA"), the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq. ("RCRA"), the Hazardous Material Transportation Act, 49 USC Section 1801 et seq., the Clean Water Act, 33 USC Section 1251 et seq., or the Toxic Substance Control Act, 15 USC Section 2600 et seq., all as amended, or any other federal, state or applicable local law, rule or regulation.

9. **INSURANCE.** Tenant shall maintain at Tenant's expense, throughout the term of this Lease, comprehensive general liability insurance with primary combined single limits of not less than [REDACTED] for bodily injury and property damage per occurrence.

10. **TITLE.**

a. Right to Lease. Landlord represents and warrants, to the best of its actual knowledge, to Tenant that Landlord is the owner in fee simple of the Leased Premises (including include all oil, gas, coal or other mineral rights and other subsurface interests), has good and marketable title to the Leased Premises, and has the right to enter into this Lease and to grant Tenant unrestricted access to the Leased Premises for the use contemplated hereunder. Landlord represents and warrants that there are no rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the Leased Premises that would limit or prohibit the use contemplated hereunder. Landlord shall defend Landlord's title to the Leased Premises.

b. Title Insurance. Tenant shall have the right to obtain title insurance with respect to its leasehold interest in the Leased Premises from a title insurance company acceptable to Tenant (the "Title Company"). Landlord shall execute and deliver to the Tenant and the Title Company the following (each in form and substance as may be required by the Title

Company) (i) an affidavit pursuant to the Foreign Investment and Real Property Tax Act as may be required by the Title Company; (ii) a “Landlord’s affidavit” sufficient for the Title Company to delete any exceptions for (A) mechanics’ or materialmen’s liens arising from work at the Leased Premises which is the responsibility of Landlord, (B) parties in possession, other than Tenant as tenant only, and, (C) matters not shown in the public records to the extent Landlord has actual knowledge of the same; (iii) a memorandum of lease with respect to this Lease suitable in form and substance for recording; and (iv) such other documents as may be reasonably requested by Tenant and the Title Company in order to consummate the transaction contemplated by this Lease and to provide such title insurance.

c. Subordination, Non Disturbance and Attornment Agreement. If at any time during the Term any lien or encumbrance on Landlord’s title to the Leased Premises which was created prior to the Effective Date is found, exists or is claimed to exist against the Leased Premises or any portion thereof, creates rights superior to those of Tenant, and Tenant in its sole discretion determines that the existence, use, operation, implementation or exercise of such lien or encumbrance could delay, interfere with, impair or prevent operations or the exercise of any of Tenant’s other rights under this Lease or the financing of the Project, Tenant shall be entitled to obtain from such lienholder or mortgagee a Subordination, Non Disturbance and Attornment Agreement satisfactory in form and substance to Tenant pursuant to which, among other things, such lienholder or mortgagee agrees that Tenant may continue enjoyment of its rights hereunder in the event a default occurs under any agreement, document or instrument executed in connection with the indebtedness due and owing by Landlord to such lienholder or mortgagee.

11. **CONDEMNATION.** As used herein, the term “Taking” means the taking or damaging of the Leased Premises, the Improvements, the rights granted to Tenant pursuant to this Lease, the Easements or any part thereof (including severance damage) by eminent domain, condemnation or for any public or quasi-public use. A Party who receives any notice of a Taking shall promptly give the other Party a copy of the notice, and each Party shall provide to the other Party copies of all subsequent notices or information received with respect to such Taking. If a Taking occurs, then the compensation payable therefor, whether pursuant to a judgment, by agreement or otherwise, including any damages and interest, shall be distributed proportionally to Tenant and Landlord based on the values of their respective interests and rights in this Lease, the Leased Premises, the Improvements and the uses thereof. In the event of any Taking, the Rent payable under Paragraph 3 above shall be proportionately reduced based upon the acreage lost to such Taking.

12. **REPRESENTATIONS, WARRANTIES, COVENANTS.**

a. Mutual. Each Party represents to the other the following, all of which are true and accurate as of the Effective Date and shall continue to be true through the expiration of the Term:

- i. It is a company duly organized, validly existing and in good standing under the laws of the state of its organization and is qualified to do business in all jurisdictions in which the nature of the business conducted by it as pertains to or has bearing upon its performance of this Lease makes such qualification necessary and where failure to so qualify would have a material adverse effect on its ability to perform this Lease.
 - ii. It is not in violation of any applicable law or judgments entered by any governmental authority, which violations, individually or in the aggregate, would materially and adversely affect its performance of any of its obligations under this Lease. There are no legal or arbitration proceedings or any proceeding by or before any governmental authority now pending or (to the best of its knowledge) threatened that, if adversely determined, could reasonably be expected to have a material adverse effect on the ability to perform under this Lease.
 - iii. None of the execution and delivery of this Lease, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof and thereof shall conflict with or result in a breach of, or require any consent under, its charter or by-laws, or any applicable law or regulation, order, writ, injunction or decree of any court, or any agreement or instrument to which it is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.
 - iv. It has all necessary power and authority to execute, deliver and perform its obligations under this Lease; its execution, delivery and performance of this Lease have been duly authorized by all necessary action on its part; it has duly and validly executed and delivered this Lease and this Lease constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.
- b. Landlord. Landlord represents and warrants to Tenant as follows, all of which are true and accurate as of the Effective Date and shall continue to be true through the expiration of the Term:
- i. The Leased Premises are in compliance with all applicable laws, ordinances, rules, regulations, and requirements of all governmental authorities having jurisdiction thereof, however exclusive of any approvals required for what Tenant intends to do on the Leased Premises, which shall be Tenant's sole responsibility;
 - ii. There is no action, suit, proceeding or investigation pending, nor to Landlord's knowledge threatened, before any agency, court, or other governmental authority

which relates to the Landlord or the ownership, maintenance, or operation of the Leased Premises;

- iii. There is no full or partial condemnation or eminent domain proceeding affecting the Leased Premises or any portion thereof currently pending nor, to Landlord's knowledge, is any such proceeding threatened;
- iv. Landlord has received no notice of any default or breach by the Landlord under any covenants, conditions, restrictions, rights-of-way, or easements which may affect the Landlord in respect to the Leased Premises or may affect the Leased Premises or any portion thereof, and no such default or breach now exists;
- v. There are no and will not be any commitments or representations to any governmental authorities, any adjoining or surrounding property owners, any civic association, any utility, or any other person or entity that would in any manner be binding upon the Leased Premises or Tenant; and
- vi. To the best of Landlord's knowledge, (a) the Leased Premises is in compliance with all federal, state and other environmental and other laws, rules and regulations, (b) there are no pending claims, lawsuits, administrative proceedings, enforcement actions or investigations concerning the Leased Premises, nor has Landlord received notice of any such activities, (c) Landlord has not received any notice of any judicial or administrative consent orders or other provisions calling for compliance with any legal requirement or for correction of any violation, (d) other than possible use of pesticides and fertilizers in connection with farming operations, there are not now and have never been any Regulated Substances stored, placed, treated, released or disposed of anywhere on the Leased Premises; and (e) the Leased Premises is not identified on any current or proposed (i) National Priorities List under 40 CFR Part 300, (ii) CERCLA Information Systems List, or (iii) state environmental or other regulatory agency list based on a statute similar to CERCLA or RCRA. No liability shall arise in Tenant from the mere discovery of facts or conditions existing or pertaining to the Leased Premises including, without limitation, facts or conditions existing or pertaining to the Leased Premises on or prior to the date of this Lease, unless caused by Tenant or its officers, employees or agents. Except as relates to liability caused by Tenant or its officers, employees or agents, Landlord assumes responsibility for and agrees to comply with (i) all Environmental Laws, including, without limitation, any facts or conditions existing prior to the ground-breaking date, and (ii) all remediation and other requirements (as well as all consequences of the existence of) Regulated Substances and/or hazardous materials located on or released on, from or onto, the Leased Premises prior to Tenant's first use of the Leased Premises or as a result of the acts or omissions of Landlord or its employees, agents, invitees, contractors or tenants (other than Tenant).

13. **QUIET ENJOYMENT.** Landlord covenants that Tenant shall have and be placed in possession of the Leased Premises as herein provided, and that during the term of this Lease, Tenant shall have exclusive control of the Leased Premises and shall quietly and peaceably hold and enjoy the Leased Premises without hindrance or interruption. During the Term, Landlord shall not separately convey any oil, gas, coal or other mineral rights and other subsurface interests in and under the Leased Premises. In furtherance of the foregoing, Landlord covenants and agrees that it will not: (i) interfere with or prohibit the free and complete use and enjoyment by Tenant of the Lease Rights and Easements; (ii) take any action or permit any condition to exist on the Leased Premises or surrounding lands owned by Landlord which will interfere with the availability or accessibility of sunlight on or to the Leased Premises; (iii) take any action which will in any way interfere with the transmission of electric, electromagnetic or other forms of energy to or from the Leased Premises; or (iv) take any action which will impair Tenant's access to the Leased Premises for the purposes specified in this Lease, obstruct access to sunlight on, over or across the Leased Premises, or impair Tenant's access to any or all of the Improvements; provided, however, that as to any such conditions referenced previously in this paragraph, to the extent that any such obstructions (including but not limited to trees) that were in existence prior to the groundbreaking, or which are beyond the reasonable control of the Landlord, those items or situations shall be the sole responsibility of Tenant to deal with.

14. **AGRICULTURAL LEASE.** If applicable, Landlord, at Landlord's cost and expense, shall cancel all agricultural leases, if any, affecting the Leased Premises prior to the commencement of the groundbreaking for the Improvements.

Landlord and Tenant agree that if there are crops on the Leased Premises at the time that Tenant desires to commence ground-breaking of the Improvements then, at Tenant's option, either (i) ground-breaking of the Improvements will be postponed until such time as Landlord has had the opportunity to harvest the crops, in which event no consideration will be paid by Tenant to Landlord for such crops or (ii) Landlord and Tenant shall agree on a value of the crops and Tenant shall pay Landlord such value. The value of the crops shall equal the amount of income Landlord might reasonably have been expected to receive if the crops had been harvested and marketed; less those costs and expenses which Landlord might reasonably have been expected to incur in producing, harvesting and delivering the crops to market, calculated from the date of closing to the expected date of harvesting and marketing. If Landlord and Tenant cannot agree on the value of the crops, the local county agricultural agent shall be requested to determine the value of the crops based on the foregoing. If the agent makes such determination, it shall be binding upon the Parties.

15. **ESTOPPEL CERTIFICATES.** Within ten (10) days of receipt from Tenant or from any existing or proposed mortgagee or assignee of Tenant, Landlord shall execute an estoppel certificate (a) certifying that this Lease is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Lease), (b) certifying that to the best of Landlord's knowledge there are no uncured events of default under this Lease (or, if any uncured events of default exist, stating with particularity the nature thereof) and (c) containing

any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Tenant or any existing or proposed mortgagee or assignee. The failure of Landlord to deliver such statement within such time shall be conclusive evidence upon Landlord that this Lease is in full force and effect and has not been modified, and there are no uncured events of default by Tenant under this Lease.

16. **TAXES.** Tenant shall pay any personal property taxes on the Improvements, and Landlord agrees to pay before they become delinquent all ad valorem real estate taxes and special assessments levied or assessed against the Leased Premises, subject to the provisions of Paragraph 3 a. hereof. If Landlord fails to do so, then, without limitation upon any other rights or remedies that Tenant may have at law or in equity, Tenant may (but shall not be obligated to) pay or otherwise satisfy any unpaid real property taxes or other obligations or Landlord which, if left unsatisfied, could delay, interfere with, impair or prevent operations or the exercise of any of Tenant's other rights under this Lease, or the financing of the Project; and Tenant shall thereupon be subrogated to the rights of the obligee of such obligations. Without limitation on any other rights or remedies available to Tenant, any sums so expended by Tenant shall, at Tenant's election, either be (i) immediately reimbursed to Tenant by Landlord or (ii) offset against any Rent or other amounts then or thereafter due and payable to Landlord under this Lease. Landlord has disclosed to Tenant all portions of the Leased Premises, if any, that are currently enrolled in the USDA Conservation Reserve Program or any substantially similar local, state or federal program for the preservation of agricultural land (any such program, "CRP") as of the Effective Date. Landlord shall cooperate in any effort by Tenant to remove all or a portion of any such land from the CRP as needed for construction, operation and maintenance of the Project. Upon removal from CRP of any portion of the Leased Premises that is enrolled in CRP as of the Effective Date, Tenant shall reimburse Landlord for any penalties, land use change taxes or reinstated taxes resulting from such removal, but shall not be obligated to reimburse Landlord for any future CRP payments that would otherwise have been made to Landlord after the date of removal. After the Effective Date, Landlord shall not enroll any portion of the Leased Premises in CRP without Tenant's consent, not to be unreasonably withheld.

17. **DEFAULT; REMEDIES.**

a. By Tenant. The following shall be considered a default under this Lease by Tenant: (a) if Tenant fails to pay any rent or other sums when due, and this failure continues for thirty (30) days after written notice to Tenant from Landlord; or (b) if Tenant violates in any material respect any of the other covenants, conditions or obligations of this Lease and such violation remains uncured for more than sixty (60) days after written notice to Tenant from Landlord specifying such violation (or if such violation cannot reasonably be cured within sixty (60) days, Tenant fails to commence curing within such sixty (60) day period or fails thereafter to diligently pursue such cure until the cure is completed). Landlord shall have the following options in the event of any such default: (x) immediately cancel this Lease; or (y) specifically enforce the terms of this Lease and pursue such other remedies as may be available to Landlord, including making a claim for damages (including, without

limitation, reasonable attorneys' fees and documented out-of-pocket costs and expenses) reasonably incurred by Landlord in connection therewith.

b. By Landlord. If Landlord defaults on any of its obligations hereunder, Tenant may, but shall have no obligation to, take such action as may be reasonably necessary to cure such default and Landlord shall reimburse Tenant on demand for the fees, costs and expenses (including, without limitation, attorneys' fees, costs and expenses) incurred by Tenant in connection therewith. Without limiting the foregoing, Tenant may as one of its remedies for such default, but not in exhaustion thereof, offset such amounts against the rent payable under Section 3 hereof or against any other amounts due and payable by Tenant to Landlord.

c. No Consequential Damages. Notwithstanding any other provision, neither Party shall be liable to the other, under any theory of recovery, including for liability arising by way of indemnity in contract or in breach of statutory duty or in tort, including negligence or otherwise, for any financial losses (i.e. pure financial loss, other than damage to property, bodily injury), loss of information or data, loss of profit, loss of revenue, loss of any other benefit, cost of purchased or replacement power, loss of any contract, cost of capital, loss of goodwill or for any indirect, incidental or consequential loss or damage, and/or loss of opportunity which may be suffered by the other Party in connection with this Lease. Without limiting any of Landlord's other rights under the Lease, the foregoing limitations on recovery will not limit Landlord's remedies to sue for and recover rent, interest and all other costs and expenses due from Tenant under the Lease.

d. Attorney Fees. If either Party retains an attorney in connection with any breach of this Lease by the other Party, or to enforce this Lease or any term, covenant or condition hereunder or to collect any rent or any other amount due under this Lease, or to recover possession of the Leased Premises or to file any action or proceeding under this Lease or growing out of this Lease, the breaching or non-prevailing Party shall pay the other Party's reasonable attorney fees and court costs incurred on account thereof.

18. **ASSIGNMENT/SALE.**

a. Sale by Landlord. Landlord shall have the right, without Tenant's consent, to grant, sell, convey, assign, encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) Landlord's interest in the Leased Premises and the Lease to one or more persons or entities so long as such person(s) or entity(ies) acquires all of the assets and interest in the Leased Premises and the Lease from Landlord and such grant, sale, conveyance or assignment is subject to this Lease.

b. Assignment by Tenant. Tenant shall have the right, without Landlord's consent, to grant, sell, lease, convey, assign, encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all of Tenant's interest in the Lease or the Improvements to one or more persons or entities and, in the

case of a grant, sale, lease, conveyance or assignment, so long as such person(s) or entity(ies) acquires all of the assets and interest in the Lease and the Project from Tenant, and further provided that any such person or entity has similar technical and financial resources to those of Tenant.

19. **NOTICES.** All notices, requests and other communications required or permitted by this Agreement or by law to be served upon or given to a Party by the other Party shall be deemed duly served and given when received after being delivered by hand or courier service or certified mail, return receipt requested, postage prepaid, to the address set forth above. Each Party may change its address for the purposes of this Section by giving notice of change to the other Party in the manner provided in this Section.

Notices to Landlord shall be sent to:

Back 124 L.L.C.



Attn:

Notices to Tenant shall be sent to:

Gravel Pit Solar, L.L.C.

1166 Avenue of the Americas, Ninth Floor
New York, NY 10036

Attn: General Counsel, DESRI

20. **GOVERNING LAW. THE SUBSTANTIVE LAWS OF THE STATE OF CONNECTICUT SHALL GOVERN THIS LEASE AND ANY QUESTIONS CONCERNING ITS VALIDITY, CONSTRUCTION OR PERFORMANCE, WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF.**

EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED.

21. **RECORDATION.** This Lease shall not be recorded, but Tenant may record a memorandum of lease in the real property records of the county in which the Leased Premises is located which does not include financial terms. If Tenant records a memorandum of lease, then within sixty (60) days after the expiration or earlier termination of this Lease, Tenant shall execute and cause to be acknowledged and recorded in the real property records of the county in which the Leased Premises is located, a termination of memorandum of lease evidencing release of all of Tenant's right, title and interest in the Leased Premises.

22. **RADIATION LEASE RIGHT.** Among the Lease Rights and Easements granted and conveyed by Landlord to Tenant is the exclusive right to the flow of sunshine and solar radiation to and across the Property (the “Radiation Lease Right”). Landlord hereby covenants that neither Landlord nor any other person shall obstruct or interfere with the free passage of solar radiation to the Improvements. Any obstruction to the passage of direct solar radiation across the Leased Premises to the Improvements by Landlord or any other person (including, without limitation, a tenant or assignee of Landlord) is strictly prohibited. Landlord shall not place or plant any trees, structures, or improvements whatsoever on the Leased Premises or abutting properties controlled by Landlord after the Effective Date that may, in Tenant’s sole judgment, impede or interfere with the passage of direct solar radiation to the Improvements or cause a decrease in the output or efficiency of the Improvements, unless Landlord has received prior written approval from Tenant for any such trees, structures, or improvements. Landlord and Tenant acknowledge and agree that the grant of the Radiation Lease Right and the covenants by Landlord contained in this Lease are a material inducement for Tenant to enter into this Lease, and each of Landlord and Tenant acknowledge and recognize that a violation of the terms hereof will cause irreparable damage to Tenant and that Tenant may have no adequate remedy at law for such violation. Accordingly, each of Landlord and Tenant agrees that Tenant shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any violation of such covenants and to specifically enforce Tenant’s exclusive right to the Radiation Lease Right. This right to injunctive relief will be cumulative and in addition to any other remedies that Tenant may otherwise have at law or in equity. Landlord and Tenant further agree to execute and record such instruments or addenda to this Lease as may be required under Connecticut law to evidence the grant of the Radiation Lease Right and the covenants by Landlord made in this Section 22. The foregoing provisions to the contrary notwithstanding, any existing trees and other structures that may interfere with said Radiation Lease Right shall be Tenant’s responsibility to remove at its sole cost and expense.

23. **FINANCING AND LENDER PROTECTION.** Tenant may choose to finance the Improvements. Landlord agrees to cooperate with Tenant in responding to or complying with the reasonable requirements or reasonable requests of Tenant’s lender or mortgagee with respect to the obligations of Landlord hereunder as set forth in this Section. All reasonable costs incurred by Landlord in executing and delivering such agreements and other documents shall be reimbursed by Tenant within thirty (30) days after the receipt of an invoice therefor.

a. Right to Mortgage. Tenant may without the consent of Landlord transfer an interest in this Lease or the Improvements to any third party (a “Mortgagee”) for security purposes, whether by mortgage, deed of trust, security agreement or otherwise (a “Mortgage”). As long as any Mortgage is in effect, the Mortgagee shall be entitled to the protections of this Section 23. Mortgagees shall include the successors and assigns, if any, of any original Mortgagees.

b. Consent to Modification or Termination. For the benefit of each Mortgagee, Landlord shall not, without the prior written consent of each Mortgagee, amend, modify,

or take any action consenting to or accepting the voluntary surrender or termination of this Lease by Tenant. This Lease shall not be terminated by Landlord as a result of any Tenant default unless all Mortgagees have first been provided with notice and the opportunity to cure any such default in accordance with the provisions of this Lease.

c. Right to Perform. A Mortgagee shall have the right (but not the obligation) to perform any term, covenant, condition, or agreement and to remedy any default by Tenant hereunder, and Landlord shall accept such Mortgagee performance, payment and cure as if such performance had been made, done and performed by Tenant.

d. Extended Cure Periods. All cure periods provided to Tenant for a default under this Lease shall be extended for any Mortgagee: (i) by thirty (30) days if the default is a failure to pay money when due under this Lease; or (ii) by ninety (90) days in the event of any other default.

e. Foreclosure and Conveyance after Foreclosure. A Mortgagee or its assigns may enforce its Mortgage and acquire title to the Tenant's interest in the Lease in any lawful way and, pending foreclosure of such Mortgage, the Mortgagee may take possession of Tenant's interest in this Lease and operate the Improvements, performing all obligations performable by Tenant subject to all of the terms of this Lease. Any default not susceptible of being cured by the Mortgagee or party acquiring the Tenant's interest in the Lease shall be, and shall be deemed to have been, waived by Landlord upon completion of the foreclosure proceedings or acquisition of Tenant's interest in this Lease by any purchaser (who may, but need not be, Mortgagee) at the foreclosure sale, or who otherwise acquires the Tenant's interest in the Lease from the Mortgagee or by virtue of a Mortgagee's exercise of its remedies. Upon the sale or other transfer of an interest in this Lease or the Improvements acquired pursuant to foreclosure or conveyance in lieu of foreclosure, the Mortgagee shall have no further liabilities or obligations under this Lease and Tenant shall remain liable to Landlord for all unpaid rental and other charges due which have accrued prior to foreclosure or conveyance in lieu of foreclosure.

f. Impact of Bankruptcy. The filing of a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or the insolvency act of any state, or involuntary proceedings under any bankruptcy laws or insolvency act are instituted against Tenant shall not be grounds for terminating this Lease or an interest therein, as long as the rent and all other monetary charges payable by Tenant are paid by a Mortgagee as required by this Lease.

g. New Lease. If more than one Mortgagee requests a new lease, then Landlord shall enter into a new lease with the most senior Mortgagee, providing that any such new lease shall provide for the same rental and other obligations to Landlord as are provided for under this Lease.

h. Minor Modifications of Lease Terms. If requested by a Mortgagee, Landlord shall modify the Lease to include any supplemental Mortgagee protection provisions reasonably requested by the Mortgagee, provided such provisions do not impair Landlord's rights or increase the burdens or obligations of Landlord.

i. No Merger. There shall be no merger of this Lease, or of the leasehold estate or other interests created by this Lease, with the fee estate by reason of the fact that this Lease or any such interests may be held, directly or indirectly, by or for the account of any person or entity who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons or entities at the time having an interest in the fee estate, and all persons or entities (including Mortgagees) having an interest in or under this Lease and any portion of the fee estate shall join in a written instrument effecting such merger and shall duly record the same.

j. Easements Not Terminable. Any easement or license granted in this Lease shall not be terminable by Landlord because of a breach of this Lease unless all Mortgagees shall have received notice of such breach and have failed to cure such breach pursuant to this Section 23 and Section 17.

24. **CONFIDENTIALITY.** Landlord shall hold and maintain in the strictest confidence, and shall require its principals, officers, employees, representatives, agents and independent contractors to hold and maintain in the strictest confidence, for the sole benefit of Tenant, any financial information, books, records, computer printouts, product design, information regarding Tenant, or an affiliate of any thereof, and any information regarding Tenant or the Project (collectively, "Confidential Information"), whether disclosed by Tenant, or an affiliate thereof, or discovered by Landlord, unless such Confidential Information either (a) is in the public domain by reason of prior publication through no act or omission of Landlord or its principals, officers, employees, representatives or agents, or (b) was already known to Landlord at the time of disclosure and which Landlord is free to use or disclose without breach of any obligation to any person or entity. Landlord shall not use any such Confidential Information for its own benefit, publish or otherwise disclose such Confidential Information to others, or permit the use of such Confidential Information by others for their benefit or to the detriment of Tenant.

25. **SETBACK WAIVER.** To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the property of which the Leased Premises is a part, from any structures on the property of which the Leased Premises is a part (occupied or otherwise), or from any other point of measurement for Improvements constructed on property of which the Leased Premises is a part, Landlord hereby waives any and all such setbacks and setback requirements (the "Setback Waiver"). The Setback Waiver is for the benefit of Tenant, the owner(s) of any adjacent properties, and their respective successors and assigns, and shall run with the land. Further, if requested by Tenant, Landlord shall execute and deliver to Tenant one or more separate setback waivers and/or easements in a form provided by Tenant, which Tenant may then record at its expense. This waiver shall survive the

termination of this Lease for so long as Improvements exist on real property adjacent to the Leased Premises.

26. **SURVIVAL OF COVENANTS.** The covenants, conditions, rights and restrictions in favor of Tenant under this Lease and Tenant's reliance on and benefit from those covenants, conditions, rights and restrictions may necessarily be a portion of the Project which will from time to time share structural and transmission components, ingress and egress, utility access, and other support with the Improvements. Accordingly, the covenants, conditions, rights and restrictions in favor of Tenant pursuant to this Lease shall not be deemed invalid or inoperative or otherwise be disregarded while any portion of the Improvements on the Leased Premises or an adjacent property are under development, being replaced or operational. The Leased Premises shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the provisions of this Lease, which provisions shall run with the land, and shall be binding upon and inure to the benefit of the parties and each other person or entity having any interest therein during their ownership thereof, and their respective tenants, heirs, executors, administrators, successors and assigns.

27. **JOINT AND SEVERAL LIABILITY.** If Landlord consists of more than one person or entity, each reference herein to "Landlord" shall include each person or entity signing this Lease as or on behalf of Landlord and the liability of each person or entity signing this Lease shall be joint and several.

28. **NO REQUIRED CONSTRUCTION.** Nothing contained in this Lease shall be construed as requiring Tenant to (i) undertake construction or installation or to alter or remove any part of the Project on the Leased Premises or elsewhere, (ii) to continue operation of any part of the Project from time to time located on the Leased Premises or elsewhere, or (iii) to collect, store or deliver any minimum or maximum amount of electrical energy; and the decision if, when and to what extent that such collection, storage and delivery will occur shall be solely in Tenant's discretion. Landlord acknowledges that Tenant has made no representations or warranties to Landlord, including any regarding the energy storage capabilities of the Project.

29. **SAFETY MEASURES; WAIVER AND RECOGNITION.**

a. Landlord authorizes Tenant to take reasonable safety measures to reduce the risk of damage to the Project or the risk that the Project will cause damage, injury or death to people, livestock, other animals or property, and Tenant may construct fencing around the Improvements and take other security precautions if Tenant determines, in its sole discretion, that such fencing and/or security measures will reduce such risks of damage, death or injury or will protect Tenant's property. The cost of any fencing constructed by Tenant, or of any other such security measures taken by Tenant, shall be borne solely by Tenant. Landlord shall comply with all safety, environmental, security, or other procedures reasonably set forth by Tenant as required for compliance with all applicable rules, regulations, laws, orders, and standards, including those set forth by the Federal Energy Regulatory Commission, the North American Electric Reliability Corporation (including

the Critical Infrastructure Protection standards), any other applicable regulatory authority, and any other applicable standard setting-entity generally recognized in the energy industry.

b. LANDLORD IS AWARE OF THE POTENTIAL RISKS ASSOCIATED WITH ELECTROMAGNETIC AND STRAY VOLTAGE RESULTING FROM THE PRODUCTION, STORAGE AND/OR TRANSMISSION OF ELECTRICITY, AND, PROVIDED THAT TENANT MAINTAINS THE INSURANCE REQUIRED BY PARAGRAPH 9 ABOVE, KNOWINGLY WAIVES ALL CLAIMS RESULTING FROM THESE CAUSES, AND LANDLORD SHALL HAVE NO RIGHT TO INDEMNITY PURSUANT TO SECTION 8 FOR ANY SUCH CLAIMS. LANDLORD ADDITIONALLY RECOGNIZES THE NEED TO EXERCISE EXTREME CAUTION WHEN IN PROXIMITY TO ANY PORTION OF THE PROJECT AND THE IMPORTANCE OF RESPECTING GATES, FENCES, SIGNAGE, RULES AND OTHER SAFETY MEASURES UTILIZED BY TENANT, AND LANDLORD AGREES TO EXERCISE SUCH CAUTION AND RESPECT SUCH MEASURES AT ALL TIMES AND TO CAUSE ITS LICENSEES, PRINCIPALS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND CONTRACTORS TO DO THE SAME, WITH FAILURE TO DO SO CONSTITUTING A MATERIAL DEFAULT AND SUBJECTING LANDLORD TO AN OBLIGATION OF INDEMNITY FOR THE CONSEQUENCES THEREOF AS SET FORTH IN SECTION 8. THE PROVISIONS OF THE IMMEDIATELY PRECEDING SENTENCE WILL NOT APPLY TO PERSONS ON THE LEASED PREMISES WITH THE AUTHORITY OF TENANT, OR PERSONS ON THE LEASED PREMISES WITHOUT AUTHORITY OR TRESPASSERS OR ANYONE OTHERWISE NOT ON THE LEASED PREMISES LAWFULLY.

30. **MISCELLANEOUS.** This Lease constitutes the entire agreement and understanding between the Parties with respect to its subject matter and the Leased Premises. There are no other agreements, understandings, representations or warranties, either written or oral, with respect thereto. The terms and provisions of this Lease, including any exhibits or schedules, may only be modified, amended or supplemented by written agreement duly executed by each Party. No failure or delay by a Party in exercising any right hereunder and no course of dealing between the parties shall operate as a waiver thereof. No waiver of any breach of the terms of this Lease shall be effective unless such waiver is in writing and signed by the Party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach. If any provision of this Lease for any reason shall be held invalid, illegal or unenforceable by any governmental authority or court having jurisdiction over the interpretation or enforcement of this Lease, then such holding shall not invalidate or render unenforceable any other provision hereof and such portions shall remain in full force and effect as if this Lease had been executed without the invalid, illegal or unenforceable portion. If any provision of this Lease is declared invalid, illegal or unenforceable, then the Parties shall promptly renegotiate to restore this Agreement as near as possible to its original intent and effect.

This Lease may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. This Lease shall inure to the benefit of, be binding upon, and be enforceable by and against the Parties and their respective successors and permitted assigns. This Lease supersedes all prior agreements and understandings among the parties with respect to the subject matter hereof. To the extent lawful, the provisions of this Lease shall govern the relationship of the Parties among themselves. Captions, titles and headings used in this Lease are for ease of reference only and do not constitute a part of this Lease. An original of this executed Lease may be imaged or scanned and stored on computer tapes and disks. If such an image of this Lease is introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, neither Party shall object to the admissibility of the imaged Lease on the basis that it was not originated or maintained in documentary form under the hearsay rule, the best evidence rule or other rule of evidence.

[Intentionally Left Blank/Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Lease as of the date first set forth above.

LANDLORD:

BACK 124 LLC,
a Connecticut limited liability company

By: _____

Name: [REDACTED]

Title: Manager

STATE OF _____)

) ss: _____ (town/city)

COUNTY OF _____)

On this the ___ day of _____, 2019, before me, the undersigned officer, personally appeared [REDACTED] who acknowledged himself to be a Manager of BACK 124 LLC, a Connecticut limited liability company and that he as such Manager of the company being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such Manager.

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public

TENANT:

GRAVEL PIT SOLAR, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

STATE OF _____)
) ss: _____ (town/city)
COUNTY OF _____)

On this the ___ day of _____, 2019, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be a _____ of GRAVEL PIT SOLAR, LLC, a Delaware limited liability company and that he as such _____ of the company being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such _____.

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public

EXHIBIT A

Description of Leased Premises

That certain tract of land together with the buildings and improvements thereon consisting in total of approximately 124.4 acres, more or less, designated as map block and lot numbers: 025-49-017A in East Windsor, Connecticut and described below:

EXHIBIT B

Map of Leased Premises

