

so. Upon the fifteenth (15th) day next succeeding the giving of such notice, this Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date herein fixed with the expiration of the Term of this Lease, and Rent shall be apportioned as of such date and Landlord shall promptly refund to Tenant any Rent theretofore paid which is allocable to the period subsequent to such date. In addition, Tenant shall have any and all additional remedies available to it at law or in equity.

Section 11.4 - Non-Waiver. The Landlord's or Tenant's failure to act upon breach of any of the covenants of this Lease by the other party shall in no way constitute a waiver of the rights of such party, at any time in the future, to act upon such default; nor shall any such failure to act prevent the Landlord or Tenant from acting in the event of any other or further breach of the other party's covenants. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing signed by the Landlord and Tenant.

Section 11.5 - Attorney's Fees. In the event that either party to this Lease brings an action against the other to enforce any covenant of this Lease, including actions for rent or other payments due and actions in summary process, the prevailing party shall be indemnified by the other party against all legal costs and charges, including reasonable attorney's fees.

ARTICLE XII Termination and Surrender

Section 12.1 - Condition of Premises. Upon expiration or other termination of this Lease the Solar Arrays and any improvements constructed on the Leased Premises shall be removed by Tenant. All trade fixtures and signs, whether by law deemed to be a part of the realty or not, installed by the Tenant at any time or anyone claiming under the Tenant, shall remain the property of the Tenant or persons claiming under the Tenant and may be removed by the Tenant or anyone claiming under the Tenant at any time or times during the Lease Term. If any such trade fixtures or signs are not removed within sixty (60) days after expiration of the term, they shall be deemed to be abandoned.

Section 12.2 - Holding Over. If the Tenant remains on the Leased Premises beyond the expiration of the Lease Term or any renewal or extension thereof, without the written consent of the Landlord, such holding over shall be deemed to create a month to month tenancy at a rate equal to one hundred and twenty-five percent (125%) of the monthly Basic Rent, subject to all other terms and conditions of this Lease in effect immediately prior to such expiration, except those relating to the term of this Lease.

ARTICLE XIII Right of First Refusal

Throughout the entire Lease Term, Tenant shall have a continuing right of first refusal ("Right of First Refusal") to purchase the Leased Premises in accordance with the terms and conditions set forth below: