

SOLAR LAND LEASE AND EASEMENT AGREEMENT

THIS LAND LEASE AND EASEMENT AGREEMENT (the "Agreement") is made, dated and effective as of the ___ day of _____, 20___, (the "Effective Date"), between Sheri Pompeo and Jeff Pompeo of 77 Pompeo Road, North Grosvenordale, CT (together with its transferees, successors and assigns, as ("Owner"), and CTEC Solar of 1 Griffin Road South, Bloomfield, CT, a corporation (together with its transferees, successors and assigns, ("Grantee"), and in connection herewith, Owner and Grantee agree, covenant and contract as set forth in this Agreement. Owner and Grantee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

1. Lease. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner and Grantee, upon the terms and conditions set forth in this Agreement, including the Payment Terms as set forth in Exhibit B, Owner hereby leases to Grantee, and Grantee hereby leases from Owner, a portion of the real property including the air space thereon, located in Grosvenordale, State of Connecticut consisting of approximately seventeen (17) acres as the leased study acreage ("Leased Study Acreage"), as more particularly described in Exhibit A attached hereto and incorporated herein (the "Property"); provided, however, that all Surplus Acreage, as that term is hereinafter defined in this Agreement, shall neither be considered part of the leased Property upon the Grantee's identification of the Surplus Acreage in accordance with Section 4.3 of this Agreement.

1.1 Purposes of the Lease. This Agreement is solely and exclusively for Solar Energy purposes (as such term is defined below) and not for any other purpose, and Grantee shall have the exclusive right to develop and use the Property for Solar Energy purposes and to derive all profits therefrom, including but not limited to the following activities (collectively, "Site Activities"). Grantee anticipates building a 3.672 MW DC solar array (Solar Generating Equipment) on the Property, subject to successful award of a NRES incentive from Eversource, cost feasibility evaluation, and electrical grid updates:

(a) Converting solar radiation emitted from the sun ("Solar Energy") into electrical energy, and collecting and transmitting the electrical energy so converted;

(b) Determining the feasibility of Solar Energy conversion and a related substation on the Property or on nearby lands, including studies of Solar Energy emitted upon, over and across the Property and other meteorological data, environmental studies and extracting soil samples;

(c) Constructing, laying down, installing, using, replacing, relocating, reconstructing and removing from time to time, and monitoring, maintaining, repairing and operating the following improvements for the benefit of the Project or Projects (as defined below) (i) Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively, "Solar Generating Equipment"); (ii) overhead and underground electrical distribution, collection, transmission and communications lines or cables, electric combiners, inverters, transformers and substations, energy storage facilities, and telecommunications equipment; (iii) roads and crane pads (iv) meteorological measurement equipment; (v) control buildings, operations and maintenance facilities and building; and (vi) installing, operating, maintaining, repairing and replacing any other improvements, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing (all of the above, including the Solar Generating Equipment, collectively "Solar Facilities"). The term "Project" or collectively, "Projects", for the purposes of this Agreement, means an integrated Solar Energy generation system, consisting of

Solar Facilities, that is constructed and operated on the Property, and/or adjacent lands, by Grantee, or a third party authorized by Grantee. Grantee may determine whether any group of Solar Facilities constitutes a single Project or multiple Projects for purposes of this Agreement, and in the case of multiple Projects, which portion of the Property shall be included within each Project.

2. Grant of Easements.

2.1 Owner hereby grants, conveys and warrants to Grantee, and Grantee hereby accepts the following additional easements upon, over, across and under the Property for the purposes of the Project:

(a) Non-Obstruct. An exclusive easement to capture, use and convert the unobstructed flux of Solar Energy over and across the Property from all angles and from sunrise to sunset on the Property during each day of the Term;

(b) Operating Easement. An exclusive easement for all activities necessary to develop and operate the Project, including but not limited to, electromagnetic, audio, visual, view, light, noise, vibration, electrical, radio interference, or other effects attributable to the Solar Generating Equipment, the Project or any Site Activities;

(c) Access Easement. A non-exclusive easement for the benefit of the Project or Projects, exercising the right of ingress to and egress from the Project or Projects (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing or later constructed by Owner, or otherwise by such route or routes as Grantee may construct from time to time;

(d) Other Easements. All other easements reasonably necessary to accomplish the activities permitted by this Agreement, including but not limited to those activities described in Section 1.1.

3. Option to Purchase. N/A

4. Term. The Term of this Agreement shall commence on the Effective Date and continue for the following describe periods (collectively, the "Term").

4.1. Inspection Term. The Agreement initial term (the "Inspection Term") shall commence upon the Effective Date and continue for up to two (2) years thereafter, in order to allow Grantee time to continue evaluation of the Property suitability for the Project and to determine the feasibility of Solar Energy (as defined in Section 1.1), including in-depth site analysis, transmission, capacity, permitting constraints and a renewable energy sales agreement. During the Inspection Term Grantee shall not interfere with Owner's use of the Property except for a plot area of approximately 12 by 12 feet for Grantee's installation of solar resource analysis equipment. The Owner and Grantee shall mutually agree as to the location of such equipment.

4.2. Extended Inspection Term. Subject to Grantee not being in default and paying Owner the Inspection Term Extension Fee (as defined in Exhibit B hereto), Grantee shall have the right to extend the Inspection Term for an additional one (1) year (the "Extended Inspection Term").

4.3. Development Term. Upon the expiration of the Inspection Term (if not extended pursuant to Section 4.2), or upon the expiration of the Extended Inspection Term (as applicable, the "Inspection Term Expiration") or any time prior thereto, Grantee shall provide Owner notice of its intention to proceed with the Development Term. The Development Term (the

"Development Term") shall commence upon the Inspection Term Expiration and continue for up to two (2) years to allow Grantee time to complete development and construction of the Project including construction on the Net Usable Acreage (as defined below) for the Project, including site mobilization, procurement of equipment, construction of the buildings and facilities, testing and commissioning, together with ancillary equipment and subsystems necessary to produce output of electricity and all supporting improvements and other interconnections for the Commercial Operation of the Project. During the Development Term, or, if extended pursuant to Section 4.4, during the Extended Development Term, Grantee shall have the right to identify surplus acres of the Land that Grantee reasonably determines cannot be developed with the Project due to physical and/or environmental conditions (including, without limitation, wetlands, soil and subsurface conditions or resources, slopes, bedrock outcroppings or physical or environmental conditions) and/or conditions or restrictions mandated by local, State, or federal governmental agencies (other than setbacks prescribed by applicable laws and/or codes) (the "Surplus Acreage"). The remaining developable Land used for the Project, which shall be at a minimum of two (2) acres and shall be known as the "Net Usable Acreage" for the Project. The number of Net Usable Acreage shall be applicable for the Operation Term.

4.4 Extended Development Term. Subject to Grantee not being in default and paying Owner the applicable Development Term Extension Fee (as defined in Exhibit B hereto), Grantee shall have the right to extend the Development Term for up to an additional one (1) year (the "Extended Development Term").

4.5. Construction Term. At any time either prior to the expiration of the Development Term (if not extended pursuant to Section 4.4), or prior to the expiration of the Extended Development Term, Grantee may provide to Owner written notice of the date upon which it will proceed with the commencement of construction activities (the "Development Term Expiration"). The Construction Term (the "Construction Term") shall commence on the Development Term Expiration and continue for up to one (1) year. "Commencement of construction" and "commences construction" as used in this Agreement means the date on which Grantee begins construction on the Net Usable Acreage for the Project, including site mobilization, procurement of equipment, construction of the buildings and facilities, testing and commissioning, together with all ancillary equipment and subsystems necessary to produce output of electricity and all supporting improvements and other interconnections for the Commercial Operation of the Project.

4.6 Operation Term. Provided that Grantee has not fully surrendered or terminated this Agreement and Owner has not terminated this Agreement in accordance with Section 16, then upon the completion of construction of the Project and commencement of the Commercial Operation Date of the Project (in accordance with Section 4.8 below), the term of this Agreement shall automatically extend to the later of (i) the same date as the end date of the term of a executed Power Purchase Agreement between Grantee and an established power purchaser or (ii) the twenty (20) year anniversary date of the Commercial Operation Date (the "Operation Term").

4.7 Extended Operation Term. Subject to Grantee not being in default and paying Owner the Operation Term Fee (as defined in Exhibit B hereto), Grantee shall have the exclusive right to extend the Operation Term for up to three (3) additional operating terms of five (5) years each for a total of up to an additional 15 (15) years ("Extended Operation Term").

4.8 Commercial Operation Date. The Commercial Operation Date of the Project, shall be the commencement date on which both the following conditions have been met: (i) the Solar Generating Equipment is substantially complete, operational and capable of

delivering Solar Energy, and Grantee has accepted such Solar Generating Equipment from its equipment supplier(s) and installer(s); and (ii) the Solar Facilities have been interconnected with an established third party purchaser's electrical system in full compliance with the interconnection procedures and applicable laws ("Commercial Operation Date"),

4.9 End of Term. No later than thirty-five (35) from the Commercial Operation Date notwithstanding the foregoing, the Term of this Agreement shall terminate.

5. Payments to Owner. In consideration of the rights granted hereunder, Grantee shall pay Owner the amounts set forth in Exhibit B attached hereto (on the terms and conditions set forth herein).

6. Ownership of Solar Facilities. Owner shall have no ownership, lien, security or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Solar Facilities at its sole discretion. Except for those payments described herein and in Exhibit B, Owner shall not be entitled to any other payments or benefits accrued by or from the Project, including renewable energy credits, environmental credits or tax credits. Notwithstanding anything to the contrary stated above, Owner shall retain all rights in and to the Surplus Acreage, including the rights to profits derived from timber, and crop harvest, provided, Owner's exercise of such rights does not interfere with Grantee's easements rights over the Property and operation of the Project on the Net Useable Acreage during the Term of this Agreement.

7. Timberland and Crop Harvest Rights. Owner shall retain the right to harvest the existing timber and or crops on the Property until Grantee provides a written notice to Owner forty-five (45) days prior to the Construction Term, as stated in Section 4.5. Upon commencement of the Construction Term and for the term of this Agreement thereafter, Owner shall cease to harvest timber or crops on the Net Useable Acreage, provided, nothing in this Agreement shall be construed to limit Owner's rights to harvest existing timber or crops on the Surplus Acreage, or commence any activities related to the Surplus Acreage so long as such activities do not interfere with the rights granted herein to Grantee under this Agreement.

8. Owner's Review. Owner acknowledges that Owner has been afforded sufficient time to review and understand the terms and effects of this Agreement and to submit it to legal counsel of Owner's choosing for review and advice. Owner represents that the agreements and obligations herein are made voluntarily, knowingly and without duress.

9. Taxes and Utilities. Owner shall pay all taxes, assessments, or other governmental charges, general and specific, in connection with its ownership of the Property and any improvements exclusive of the Project as of the Effective Date of the Agreement (the "Owner's Taxes"). The amount of the 20__ ad valorem taxes for the Property itself shall constitute the Owner's Taxes that shall or may during the Term be imposed on, or arise in connection with the Property itself; Upon commencement of the Construction Term, Grantee shall be responsible for (a) the pro rata share of Owner's Taxes applicable to the Net Usable Acreage, plus (b) any incremental increase over and above Owner's Taxes, in taxes, assessments, or other governmental charges resulting from assessments upon the value of the Solar Facilities installed upon the Net Usable Acreage ("Grantee Taxes"). To the extent the applicable taxing authority provides a separate tax bill for the Grantee Taxes to Grantee, Grantee shall pay such Grantee Taxes directly to the applicable taxing authorities prior to the date such Grantee Taxes become delinquent. If a separate tax bill for the Grantee Taxes is not provided to Grantee, Grantee shall pay the Grantee Taxes within thirty (30) days following receipt of written demand from Owner of the amount of the Grantee Taxes with a copy of the applicable tax bill. If any such property taxes, assessments, and/or real property taxes are due and payable and either Party fails to fulfill its obligations under this Section 9, then the other Party may, but shall not be obligated to, pay the taxing authorities the entire amount due on the tax bill and obtain reimbursement for

such amount paid on behalf of such Party plus interest (computed from the date of payment) at a rate equal to the sum of: (i) two percent (2%) per annum; plus, (ii) the prime lending rate as from time to time may be published by The Wall Street Journal under the "Money Rates" section; provided, that in no event shall such total interest exceed the maximum rate permitted by law. If Grantee pays taxes, assessments, and/or real property taxes on behalf of Owner that are Owner's obligation hereunder, Grantee may offset the amount of such payments against amounts due Owner under this Agreement.

Grantee shall reimburse Owner for any payments required pursuant to Connecticut law for any recapture of real property taxes foregone due to Owner's currently held agricultural tax exemptions under Connecticut law as a result of Grantee's use of the Property, provided that Owner had such tax exemptions at the time of the Effective Date of this Agreement and further provided that prior to the Effective Date of this Agreement Owner notified Grantee in writing of the existence of such tax exemptions and the economic effect of the loss of such exemptions. It is a condition to Owner's right of reimbursement hereunder that Owner submits the real property tax bill to Grantee that documents any such increase in real property taxes to recapture taxes foregone due to Owner's currently held agricultural tax exemptions as soon as practicable, but in no event more than thirty (30) days after Owner receives such tax bill from the taxing authority and at least ten (10) days prior to the due date. Owner hereby grants Grantee the right to challenge the assessment of additional real property taxes to Owner as a result of Grantee's use of the Property. Owner shall not be entitled to any reimbursement by Grantee hereunder if Owner converts the Property to a use inconsistent with agricultural production prior to the Development Term

9.1 Grantee shall pay when due all charges for electricity, water, gas, telecommunications and other utility services consumed by Grantee on the Property. Grantee, at its sole cost and expense shall be responsible for installation of electrical, telephone, water, gas or other utility lines from the utility providers' point-of-presence to the Property suitable for Grantee's Project (collectively, "Utility Lines"). Owner grants Grantee an easement to extend the Utility Lines to the Project from existing poles or other sources on the Property where necessary, and to use such Utility Lines for its Project. Grantee shall pay for all utility services consumed in the use and operation of its Project at the Property. Grantee shall arrange for and separately provide Utility Lines and meter its utility consumption at its own expense and establish its own accounts for its use of any utility services to the Project on the Property. In the event it is not practicable for the service provider to separately bill Grantee for its utility consumption, Grantee shall install sub-metering devices and remit payment to Owner for its pro-rata share of actual utility charges within thirty (30) days of Owner delivering to Grantee the utility provider's invoice for same.

10. Indemnity/Liability.

10.1 Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and such other Party's Related Persons (as defined below) (each, an "Indemnified Party") from and against any and all third party (excluding Related Persons as defined below in Section 10.6) claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, settlements, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "Claims") suffered or incurred by such Indemnified Party, arising from the negligence or intentional misconduct of the Indemnifying Party.

10.2 In no event shall either Party be liable to the other Party to the extent any Claim is caused by, arising from or contributed by the negligence or intentional misconduct of such other Party or any Related Person thereof.

10.3 Except to the extent expressly set forth herein, in no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability or otherwise, shall either Party be liable to the other Party for loss of profit or revenues, loss of business opportunities or for any other special, consequential, incidental, indirect or exemplary damages.

10.4 In no event shall Grantee or its Related Persons be liable to Owner for property damage or personal injuries to Owner or its Related Persons attributable to risks of known and unknown dangers associated with normal day-to-day operation of electrical generating facilities, such as noise and electromagnetic fields.

10.5 Other than required pursuant to Section 17.7, in no event shall either Party or its Related Persons be liable to the Other Party for expenses incurred in such other Party's lawful enforcement of its rights under this Agreement for a default during any applicable cure period.

10.6 As used herein the term "Related Person" shall mean any affiliates, contractors, lessees, and sub-lessees of a Party, and each of their respective, principals, officers, employees, servants, agents, representatives, subcontractors, licensees, invitees, and/or guests.

10.7 This Section 10 shall survive expiration or earlier termination of this Agreement.

11. Grantee's Representations, Warranties, and Covenants. Grantee hereby represents, warrants, and covenants to Owner that:

11.1 Grantee's Authority. Grantee has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Grantee is authorized to do so. When signed by Grantee, this Agreement constitutes a valid and binding agreement enforceable against Grantee in accordance with its terms.

11.2 Minimal Impacts. Grantee agrees to conduct its Site Activities and to locate and operate its Solar Facilities in such a way as to reasonably minimize impacts to the Property and to Owner's activities on the Property, to the extent practical, without negatively impacting the Solar Facilities. If Owner's Property is fenced, all access roads constructed by Grantee on the Property shall be gated by Grantee at Grantee's expense, and Owner shall be furnished with keys or other ability to open and close such gates.

11.3 Insurance. Grantee shall, at its expense, be responsible for assuring that insurance coverages, as would be customary and reasonable for similarly situated companies performing the work carried out by Grantee at such time, are maintained, including, without limitation, adequate coverage to cover any personal injuries or accidents that could reasonably be expected as a direct result of the Site Activities conducted by Grantee or its Related Persons on the Property. The Grantee shall furnish the Owner with an annual certificate of liability insurance, naming the Owner as an additional insured, in a form and content reasonably acceptable to the owner.

11.4 Requirements of Governmental Agencies. Grantee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the Solar Facilities. Grantee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Any such contest or proceeding shall be controlled and directed by Grantee.

11.5 Construction Liens. If any mechanic's lien or other lien or claim of lien are publicly recorded in the applicable land records' office for labor and services performed on, materials, supplies, or equipment furnished to the Property in connection with Grantee's use of the Property pursuant to this Agreement, Grantee shall, within sixty (60) days after it receives notice of the filing of such lien, remove, pay or cancel said lien or secure the payment of any such lien or liens by bond or deposit of moneys pursuant to applicable law or provide Owner with title insurance insuring Owner's interest in the Property against

such lien claim. Grantee shall have the right, at all times and at its own cost and expense, to defend, on behalf of Grantee or the Owner, any action involving the cancellation, validity or removal of such lien or liens.

11.6 Hazardous Materials. Neither Grantee nor its Related Persons shall violate federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of asbestos-containing materials, petroleum, explosives or any other substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property or in any manner which may affect the Property (each, a "Hazardous Material"). Grantee shall promptly notify Owner if any violation occurs. Notwithstanding any provisions contained in this Lease to the contrary, the Grantee shall indemnify and hold the Owner free and harmless from any necessary Hazardous Materials environmental remediation of the Property directly resulting from the installation, maintenance, repair or removal of the Solar Facilities of the Grantee installed on the Property.

11.7 Litigation. No litigation is pending, and, to the best of Grantee's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect Grantee's obligations under this Agreement or the Property. If Grantee learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Grantee shall promptly deliver notice thereof to Owner.

12. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follow:

12.1 Owner's Authority. Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so. When signed by Owner, this Agreement constitutes a valid and binding Agreement enforceable against Owner in accordance with its terms.

12.2 No Interference. Owner's activities and any grant of rights Owner makes to any person or entity, shall not, currently or prospectively, disturb or interfere with: the construction, installation, maintenance, or operation of the Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; any Site Activities; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, Owner shall not erect any structures, plants or other equipment, or enter into any third party agreements or amend or extend any existing agreements ("Third Party Agreements") or undertake any other activities (an "Owner Action" or collectively the "Owner Actions") that may: (i) interfere with Grantee's right to install Solar Facilities on any portion of the Property, (ii) potentially cast a shadow onto the Solar Facilities, (iii) cause a decrease in the output or efficiency of any Solar Facilities, (iv) interrupt the flux of Solar Energy upon, across and over any portion of the Property used or to be used by the Solar Facilities, or (v) otherwise interfere with Grantee's operations on the Property (each an "Interference"). Prior to undertaking an Owner Action, that may cause an Interference, Owner shall consult with Grantee to confirm that such Owner Action will not cause any Interference. If Grantee reasonably determines the Owner Action could cause an Interference, then Owner shall not be permitted to undertake such Owner Action. Owner shall not disturb or permit the disturbance of the subsurface such that may impact in any way the structural integrity or the operations and maintenance of the Solar Facilities. Grantee shall have the right to trim existing trees (with reasonable notice to Owner and opportunity to object) to maintain approximately their same height and width as exists as of the date hereof for the purpose of not interfering with the flux of Solar Energy from any angle upon, across and over the Property. Notwithstanding the foregoing, nothing in this Section 12 or in this Agreement shall affect Owner's Rights as described in Section 7 of this Agreement.

12.3 Liens and Tenants. Except as may be disclosed in the real property records of the County, or as disclosed by Owner in writing to Grantee on or prior to the date hereof, Owner represents there are no encumbrances, leases, mortgages, deeds of trust, deeds to secure debt, or similar liens or security interests encumbering all or any portion of the Property that could interfere with Grantee's operations on the Property, including mechanic's liens nor any liens on Owner's fee interest in the Property. If any of the foregoing arise that are not caused by Grantee, including mechanic's liens that may, in Grantee's reasonable determination, interfere with Grantee's rights under this Agreement, then Owner shall fully cooperate and assist Grantee in removing or limiting such interference, including obtaining a subordination and non-disturbance agreement where Grantee deems it necessary, with terms and conditions reasonably requested by Grantee to protect its rights hereunder, from each party that holds such rights (recorded or unrecorded). In the case of monetary liens such as mechanic's liens, Owner agrees to bond over any such liens in an amount that may be reasonably requested by Grantee. If Owner fails to pay or to fails to commence efforts with commercially reasonable diligence to bond over any such liens within fifteen (15) days of Grantee's request, Grantee may pay or bond over any such liens on behalf of Owner that are Owner's obligation hereunder, and Grantee may offset the amount of any such payments or the actual cost of any bond against amounts due to Owner under this Agreement.

12.4 Requirements of Governmental Agencies and Setback Waiver. Owner shall assist and fully cooperate with Grantee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use permits and approvals, building permits, environmental impact reviews or any other approvals required for the financing, construction, installation, monitoring, replacement relocation, maintenance, operation or removal of Solar Facilities, including execution of applications and documents reasonably necessary for such approvals, and including participating in any appeals or regulatory proceedings respecting the Solar Facilities. Owner hereby consents to and authorizes Grantee to sign and file on Owner's behalf all applications and related documents required for Grantee to obtain any land use permits, building permits, environmental impact reviews or any other approvals necessary for the construction, operation or financing of the Solar Facilities. To the extent permitted by law, Owner hereby waives enforcement of any applicable setback requirements respecting the Solar Facilities to be placed on or near the Property that are reasonably necessary, in Grantee's sole and absolute discretion, to carry out Grantee's power-generating activities on or near the Project.

12.5 Hazardous Materials. Neither Owner nor its Related Persons shall violate reasonable federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Material on or under the Property or in any manner which may affect the Property. Owner shall promptly notify Grantee if any such violation occurs. To the best of Owner's actual knowledge, (i) no underground tanks are currently located or at any time in the past have been located on the Property or any portion thereof, (ii) no Hazardous Material has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all health, safety and other laws (each, an "Environmental Law") that govern the same or are applicable thereto and (iii) there are no Hazardous Materials in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. Owner certifies it has never received any notice or other communication from any governmental authority alleging that the Property is or was in violation of any Environmental Law. Owner shall indemnify and hold harmless the Grantee from any actions, claims, damages or penalties arising from the violation of this paragraph and shall reimburse the Grantee for any costs, including reasonable attorney fees, incurred by Owner as a result of such breach.

12.6 Litigation. No litigation is pending, and, to the best of Owner's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with

respect to, or which could affect, the Property. If Owner learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Owner shall promptly deliver notice thereof to Grantee.

12.7 Title Insurance. Owner agrees that Owner shall execute and deliver to Grantee any documents reasonably required by the title insurance company and/or a financing party within ten (10) business days after presentation of said documents by Grantee at Grantee's sole cost and expense; provided however, in no event shall such documents materially increase any obligation or materially decrease any right of Owner hereunder. Owner shall have no obligation to initiate the process to obtain title insurance on behalf of the Grantee.

13. Assignment.

13.1 Collateral Assignments. Grantee shall have the absolute right in its sole and exclusive discretion, without obtaining the consent of Owner, to do any of the following with respect to financing all or any portion of the Property: (i) finance Solar Facilities with a Lender (as defined in Section 13); and/or (ii) mortgage, encumber, hypothecate, pledge or transfer to one or more Lenders any and all of the rights granted to Grantee hereunder, including the leasehold interest easements and/or any or all right or interest of Grantee in the Property or in any or all of the Solar Facilities .

13.2 Non-Collateral Assignments. Grantee shall have the right without the prior consent of Owner (but with notification to Owner) to sell, convey, lease, assign or transfer (including granting co-easements, separate easements, sub-easements) any or all of its rights hereunder in and to all of the Property provided such transfer is related to a Project. Grantee shall remain liable for all of its obligations arising under this Agreement from and after the effective date of such transfer, unless and until such transferee assumes all of Grantee's obligations under this Agreement and is a party to or assignee of a renewable energy agreement pursuant to which said transferee has a right to payment in consideration of its sale of power from the Project. Upon such transferee executing an agreement, in writing and in a form and content reasonably acceptable to the Owner, to assume all of Grantee's obligations under this Agreement and becoming a party to or assignee of a renewable energy agreement pursuant to which said transferee has a right to payment in consideration of its sale of power from the Project, Grantee shall automatically be released from all of its obligations under this Agreement.

13.3 Acquisition of Interest. The acquisition of all interests, or any portion of interest, in Grantee by another person shall not require the consent of Owner or constitute a breach of any provision of this Agreement and Owner shall recognize the person as Grantee's proper successor, provided however, that any such successor assumes all of Grantee's obligations under this Agreement and is a party to or assignee of a renewable energy agreement pursuant to which said successor has a right to payment in consideration of its sale of power from the Project.

14. Default. If a Party defaults in or otherwise fails to perform an obligation under this Agreement, the non-defaulting Party shall not have the right to exercise any remedies hereunder if the default is cured by the defaulting Party within forty five (45) days of receiving written notice of such default specifying in detail the default and the required remedy (a "Notice of Default"); provided, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than sixty (60) days to cure, the non-defaulting Party shall not have the right to exercise any remedies hereunder as long as the defaulting Party commences performance of the cure within sixty (60) days, and thereafter completes such cure with commercially reasonable diligence. Further, if the Parties have a good faith dispute as to whether a payment is due hereunder, the alleged defaulting Party may deposit the amount in controversy in escrow with any reputable third party escrow, or may interplead the same, which amount shall remain undistributed and shall not accrue interest penalties, and no default shall be deemed to have occurred, until final decision by a court of competent jurisdiction or upon agreement by the

Parties. No such deposit shall constitute a waiver of the defaulting Party's right to institute legal action for recovery of such amounts.

14.1 Remedies. Except as qualified by Section 15 regarding Lender Protections, should a default remain uncured beyond the applicable cure periods, the non-defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative, including the right to enforce this Agreement by injunction, specific performance or other equitable relief.

15. Lender Protection. In the event that any mortgage, deed of trust, deed to secure debt, or other security interest in this Agreement or in any Solar Facilities, or any portion thereof, is entered into by Grantee (a "Security Deed"), then any person who is the Lender of a Security Deed (a "Lender") shall, for so long as its Security Deed is in existence and until such Security Deed has been extinguished, be entitled to the protections set forth in this Section 15. Grantee shall send written notice to Owner of the name and address of any such Lender; provided that failure of Grantee to give notice of any such Lender shall not constitute a default under this Agreement and shall not invalidate such Security Deed.

15.1 Lender's Right to Possession, Right to Acquire and Right to Assign. A Lender shall have the absolute right: (i) to assign its security interest in this Agreement or in the Solar Facility; (ii) to enforce its lien and acquire title to the leasehold and/or easement estate created by this Agreement by any lawful means; (iii) to take possession of and operate the Solar Facilities or any portion thereof, to exercise all of Grantee's rights hereunder, and to perform all obligations to be performed by Grantee hereunder, or to cause a receiver to be appointed to do so; and (iv) to acquire the leasehold and/or easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold and/or easement estate to a third party. Owner's consent shall not be required for the acquisition of the encumbered leasehold, easement or sub-easement estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

15.2 Notice of Default; Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any default of Grantee, Owner shall give a Notice of Default to each Lender of which it has notice, concurrently with delivery of such notice to Grantee. In the event Owner gives a Notice of Default, the following provisions shall apply:

(a) A "Monetary Default" means Grantee's failure to pay when due any fee, payment or other monetary obligation of Grantee under this Agreement. Any other default by Grantee is a "Non-Monetary Default."

(b) The Lender shall have the same period after receipt of the Notice of Default to remedy the default, or cause the same to be remedied, as is given to Grantee, plus, in each instance, the following additional time periods: (i) thirty (30) days, for a total of seventy five (75) days after receipt of the Notice of Default in the event of any Monetary Default; and (ii) sixty (60) days, for a total of one hundred twenty (120) days after receipt of the Notice of Default in the event of any Non-Monetary Default, provided that such 120-day period shall be extended for the time reasonably required to complete such cure, including the time required for the Lender to perfect its right to cure such Non-Monetary Default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Lender acts with reasonable and continuous diligence. The Lender shall have the absolute right to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing such default. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Lender (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the

original Grantee hereunder. Owner shall not take any action to terminate this Agreement in law or equity prior to the expiration of the cure periods available to a Lender as set forth above.

(c) During any period of possession of the Property by a Lender (or a receiver requested by such Lender) and/or during the pendency of any foreclosure proceedings instituted by a Lender, the Lender shall pay or cause to be paid the Inspection Term, Development Term, Construction and Operation Term Fees (as defined in Exhibit B) and all other monetary charges payable by Grantee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Grantee's leasehold and easement estate by the Lender or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Lender or party acquiring title to Grantee's leasehold and/or easement estate shall, as promptly as reasonably possible, commence the cure of all of Grantee's defaults which are reasonably susceptible of being cured by the Lender or party acquiring title, hereunder and thereafter diligently process such cure to completion, whereupon such defaults shall be deemed cured without incurring any default hereunder.

(d) Any Lender or other party who acquires Grantee's leasehold and/or easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on Grantee by this Agreement for such interest so long as such Lender or other party has ownership of the leasehold and/or easement estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Grantee shall be grounds for terminating this Agreement as long as all material obligations of Grantee under the terms of this Agreement are performed by the Lender in accordance with the terms hereunder.

(f) Nothing herein shall be construed to extend this Agreement beyond the Term or to require a Lender to continue foreclosure proceedings after a default has been cured. If the default is cured and the Lender discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

15.3 New Agreement to Lender. If this Agreement terminates because of Grantee's default or if the leasehold and/or easement estate is foreclosed upon, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Lender within ninety (90) days after such event, enter into a new agreement for the Property on the following terms and conditions:

(a) The terms of the new agreement shall commence on the date of, foreclosure, rejection or disaffirmance and shall continue for the remainder of the Term, subject to the same terms and conditions set forth in this Agreement.

(b) The new agreement shall be executed within thirty (30) days after receipt by Owner of written notice of the Lender's election to enter a new agreement, provided said Lender: (i) pays to Owner all monetary charges payable by Grantee under the terms of this Agreement up to the date of execution of the new agreement, as if this Agreement had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Grantee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Lender; and (iii) agrees in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Grantee and would have accrued under this Agreement up to the date of commencement of the new agreement, except those obligations which constitute non-curable defaults. Any new agreement granted to the

Lender shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner. Any such new agreement shall be in writing and in a form and content reasonably acceptable to the Owner.

(c) At the option of the Lender, the new agreement may be executed by a designee of such Lender without the Lender assuming the burdens and obligations of Grantee thereunder.

(d) If more than one Lender makes a written request for a new agreement pursuant hereto, the new agreement shall be delivered to the Lender requesting such new agreement whose Security Deed has priority, and the written request of any other Lender whose lien is subordinate shall be void and of no further force or effect.

(e) The provisions of this Section 15 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 15 were a separate and independent contract made by Owner, Grantee and such Lender, and, from the effective date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such new agreement, such Lender may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a new agreement as set forth herein are complied with.

15.4 Lender's Consent to Amendment. Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists an unpaid Security Deed, this Agreement shall not be modified or amended in a manner materially adverse to Lender and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Grantee prior to expiration of the Term without the prior written consent of the Lender. This provision is for the express benefit of and shall be enforceable by such Lender.

15.5 No Waiver. No payment made to Owner by a Lender shall constitute an agreement that such payment was, in fact, due under the terms of this Agreement; and a Lender, having made any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand, shall be entitled to the return of any such payment.

15.6 No Merger. There shall be no merger of this Agreement, or of the leasehold or easement estate created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the leasehold estate or the 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 Property and all persons (including Lender) having an interest in this Agreement or in the leasehold estate or in the estate of Owner and Grantee shall join in a written instrument effecting such merger and shall duly record the same.

15.7. Estoppel Certificates, Etc. Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request, including without limitation that no default by Grantee then exists under this Agreement, if such be the case) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Grantee, any transferee of Grantee or Lender may reasonably request from time to time. The failure of Owner to deliver any estoppel certificate within thirty (30) days after Grantee's written request therefor shall be conclusive evidence that (i) this Agreement is in full force and effect and has not been modified; (ii) any amounts payable by Grantee to Owner have been paid through the date of such written request; (iii) there are no uncured defaults by Grantee; and (iv) the other certifications requested by Grantee in its estoppel, are in fact, true and correct.

16. Termination.

16.1 Grantee's Right to Terminate. Grantee shall have the right to terminate this Agreement without cause: (i) as to all or any part of the Property prior to the expiration of the Development Term, and (ii) as to all of the leased upon the expiration of the Operation Term, effective upon written notice to Owner from Grantee.

16.2 Owner's Right to Terminate. Subject to Section 15.4, Owner shall have the right to terminate all or any portion of its rights in this Agreement after the sixth (6th) anniversary of the Effective Date if, at the time Owner's written termination notice is delivered, Grantee has not provided written notice of its intention to proceed with the commencement of construction activities on the Property. The terms "commencing construction" and "commencement of construction" as used in this Agreement shall mean that date on which Grantee begins excavation of foundations on the Property for the Solar Generating Equipment.

16.3 Effect of Termination. Upon termination of this Agreement, Grantee shall, as soon as practicable thereafter, but not later than twelve (12) months after the termination, remove above-ground and below-ground (to a depth of three (3) feet below grade) Solar Facilities from the Property. All Property disturbed by Grantee shall be restored to a condition reasonably similar to its original condition as it existed upon the Effective Date. If Grantee fails to remove such Solar Facilities within twelve (12) months of termination of this Agreement, or such longer period as Owner may provide by extension, Owner shall have the right, but no obligation, to restore the Property and remove, or to cause removal of, any property owned by Grantee to the extent required by Grantee under this Section 16.3, and the right to receive reimbursement, less the salvage value of the Solar Facilities, from Grantee for any remaining amounts incurred for removal and restoration of the Property. Furthermore, upon termination of this Agreement, Grantee shall, as soon as practicable thereafter, but not later than thirty (30) days after the termination, for no consideration, provide Owner all Project site maps, data recordings, report and studies concerning the Project site, provided, however, that Grantee may exclude any Project data that Grantee is prohibited from disclosing pursuant to a third party agreement and/or that includes Grantee's trade secrets. In addition, Owner shall retain, free and clear, all sums paid by Grantee hereunder, without any proration, for Owner's sole account.

17. Miscellaneous.

17.1 Force Majeure. If performance of this Agreement 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, and the Term or any other time periods herein shall be extended for such period of time. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, or other casualty, condemnation or accident; 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 utility; or any other act or condition beyond the reasonable control of a Party hereto.

17.2 Confidentiality. To the fullest extent allowed by law, Owner shall maintain in the strictest confidence, and Owner shall require each Related Person of Owner to maintain in the strictest confidence, for the sole benefit of Grantee, all information pertaining to the financial terms of or payments under this Agreement, Grantee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Grantee or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any Related Person of Owner, or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of

any obligation to any person or entity. To the fullest extent permitted by law, Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Grantee. Notwithstanding the foregoing, Owner may disclose such information to any auditor or to Owner's family members, lenders, attorneys, accountants and other personal advisors; any prospective purchaser of or lenders for the Property; or pursuant to lawful process, subpoena or court order; provided Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the agreement of said party not to disclose the information.

17.3 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Owner and Grantee and, to the extent provided in any assignment or other transfer under Section 13 hereof, any transferee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Grantee in this Agreement shall be deemed to include transferees of Grantee that hold a direct ownership interest in this Agreement and actually are exercising rights under this Agreement to the extent consistent with such interest.

17.4 Memorandum; Recording. At Grantee's option: (i) Grantee may record a copy of this Agreement, or (ii) upon request from Grantee, Owner shall execute in recordable form, and Grantee may then record, a memorandum of this Agreement substantially in the form of Exhibit C attached hereto, incorporating only those non-substantive changes to the form as may be required by the applicable jurisdiction in which recording is sought and to reflect the terms of this Agreement. Owner hereby consents to the recordation of the interest of a transferee of Grantee in the Property. With respect to the Operation Term, upon request from Grantee, Owner shall execute, in recordable form, and Grantee may then record a memorandum evidencing the Operation Term, as applicable; provided that the execution of such memorandum is not necessary for such Operation Term to be effective.

17.5 Notices. All notices or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given when personally delivered to Owner or Grantee, or in lieu of such personal delivery services, the same day if sent via facsimile with confirmation, the next business day if sent via overnight delivery or five (5) days after deposit in the United States mail, first class, postage prepaid, certified, addressed as follows:

If to Owner:

[insert]
Cheryl Pompeo
Jeffrey Pompeo
77 Pompeo Rd.
N. Grosvenordale, CT
06255

If to Grantee:

Mickey Toro
CTEC Solar
1 Griffin Road South
Bloomfield, CT 06002

Either Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

17.6 Entire Agreement; Amendments. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between Owner (and its respective successors, heirs, affiliates and assigns) and Grantee (and its respective successors, heirs, affiliates and assigns) respecting its subject matter, and supersedes any and all oral or written agreements. All of the provisions of Exhibit B shall be treated as if such provisions were set forth in the body of this Agreement and shall represent binding obligations of each of the Parties as part of this Agreement. Any agreement, understanding or representation respecting the Property, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication shall be binding on either Party. Provided that no material default in the performance of Grantee's obligations under this Agreement shall have occurred and remain uncured, Owner shall cooperate with Grantee in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee for the purpose of implementing the provisions contained in this Agreement or for the purpose of preserving the security interest of any transferee of Grantee or Lender.

17.7 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state courts located in Hartford County, Connecticut. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. The prevailing Party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing Party.

17.8 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term, or the term any easement granted herein be longer than, respectively, the longest period permitted by applicable law.

17.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

17.10 Tax and Renewable Energy Credits. All benefits and incentives that result from Grantee's development and use of the Property for Solar Energy purposes shall accrue to the benefit of Grantee, including but not limited to any reductions or credits in taxes and/or assessments, rebates, financing, federal, state and local grants, reductions in fees, and participation in federal, state or local special programs or tax districts. If under applicable law, the holder of a leasehold or easement estate becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable energy established by any local, state or federal government, then, at Grantee's option, Owner and Grantee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Grantee's interest in the Property to a substantially similar interest that makes Grantee eligible for such credit, benefit or incentive.

17.11 No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more Parties in this Agreement.

17.12 Waiver of Right to Trial by Jury. EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY DISPUTE OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT DISPUTES, TORT DISPUTES, BREACH OF DUTY DISPUTES, AND ALL OTHER COMMON LAW OR STATUTORY DISPUTES. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

17.13 Approvals; Consents. Whenever any party to this Agreement is given an approval/consent right and unless otherwise expressly stated in this Agreement, any such approval/consent shall not be unreasonably withheld, conditioned or delayed. If any such approval is not granted within ten (10) days of the date on which the request is delivered, then approval shall be deemed granted. If approval is withheld, the withholding party shall state in writing with particularity the reason or reasons for the withholding of approval and shall propose conditions or changes that would facilitate approval.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, Owner and Grantee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

GRANTEE:

By: 

Name: Mickey Taro

Title: President, CTEC Solar

STATE OF Connecticut
COUNTY OF Hartford) ss.: Bloomfield

On the 17th day of June in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Mickey Taro, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

My commission expires on 6/30, 2024

KARA JANKOWSKI
NOTARY PUBLIC
State of Connecticut
My Commission Expires
June 30, 2024

OWNER:

By: Jeffrey & Cheryl Pomped

Name: Owners Jeffrey Pomped

Title: Owner

By: Cheryl Pomped


Name: Owner Cheryl Pomped

Title: Owner

STATE OF Connecticut
COUNTY OF Hartford) ss.: Bloomfield

On the 17th day of June in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Cheryl Pomped, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged

to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Kara Jankowski
Notary Public
My commission expires on 6/30, 2024

KARA JANKOWSKI
NOTARY PUBLIC
State of Connecticut
My Commission Expires
June 30, 2024

OWNER:

By: Jeffrey Pompeo
Cheryl Pompeo
Name: Jeffrey Pompeo
Cheryl Pompeo
Title: Owners

STATE OF Connecticut,)
COUNTY OF Hartford) ss.: Bloomfield

On the 17th day of June in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey Pompeo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kara Jankowski
Notary Public
My commission expires on 6/30, 2024

KARA JANKOWSKI
NOTARY PUBLIC
State of Connecticut
My Commission Expires
June 30, 2024




EXHIBIT A

Legal Description of the Property

77 Pompeo Road, North Grosvenordale, Connecticut, a 163.68 acre parcel of land located in the Town of Thompson and owned by Jeffrey S. Pompeo and Cheryl L. Pompeo, recorded by the Town of Thompson under book and page number 0722/0092, and outlined in blue on the below image. The approximate location of the solar array is depicted in the bottom image:

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
POMPEO JEFFREY S + CHERYL L	\$0		0722/0092	04	06/24/2009
POMPEO JEFFREY S	\$0		0246/0243		10/20/1989

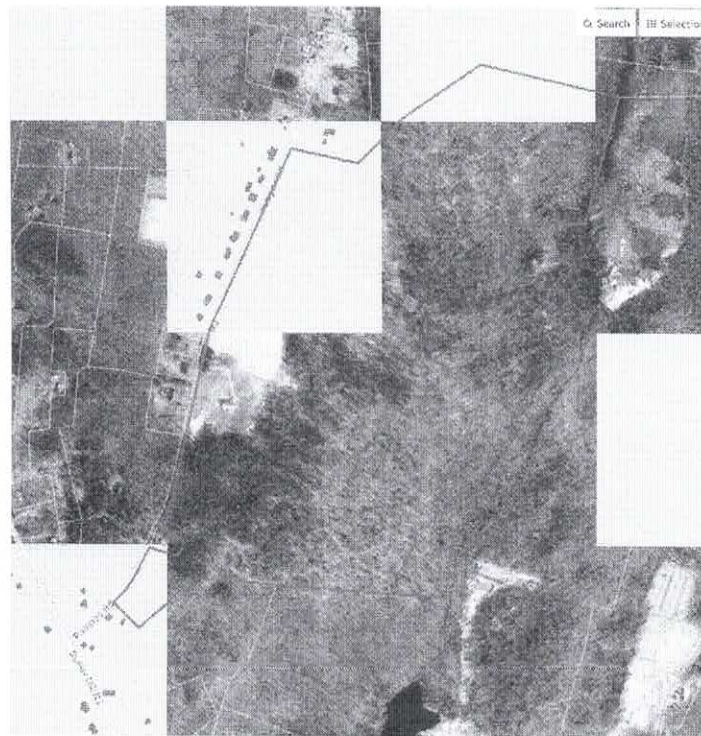




EXHIBIT C

Form of Recording Memorandum

After recording return to:

MEMORANDUM OF LAND LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF LAND LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of _____ (the "Effective Date"), between _____, an _____ (together with its transferees, successors and assigns, "Owner") whose address is _____ and (together with its transferees, successors and assigns, "Grantee"), whose address is _____, with regards to the following:

1. Owner and Grantee did enter into that certain LAND LEASE AND EASEMENT AGREEMENT of even date herewith (the "Agreement"), which encumbers the real property located in the _____, _____ County, Connecticut, as more particularly described in Exhibit A-1 attached hereto (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner and Grantee, upon the terms and conditions set forth in this Agreement, (a) Owner hereby leases to Grantee and Grantee hereby leases from Owner that certain real property, including the air space thereon, located in _____, _____ County, Connecticut consisting of approximately _____ (____) gross acres, as more particularly described in Exhibit "A-1" attached hereto and incorporated herein (the Property, for the purposes set forth below, and (b) Owner further hereby grants and conveys to Grantee an easement and lease and Grantee hereby accepts the right, both as a lease right and as an exclusive easement: (i) the exclusive right to develop and use the Property, including, without limitation, for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (ii) to convert, maintain and capture, use and convert the unobstructed solar flux over and across the Property from all angles and from sunrise to sunset at the Property during each day of the Term; and, (iii) an exclusive easement for electromagnetic, audio, flicker, visual, electrical or radio interference attributable to the Solar Facilities or Site Activities. The Agreement contains, among other things, certain Owner and third-party use and development restrictions on the Property. Unless mutually agreed upon by the Parties to extend this Agreement, the Inspection Term, Development Term and the Construction Term of the lease and easements granted by Owner to Grantee shall expire _____ years after the Effective Date unless terminated sooner in accordance with the Agreement
3. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum for the purposes set forth herein and for providing constructive notice of the

Agreement and Grantee's rights thereunder and hereunder. In the event of any conflict or inconsistency between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement shall govern and control for all purposes. The terms, conditions and covenants of the Agreement are set forth at length in the Agreement and are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

4. This Memorandum shall also bind and benefit the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land to the extent consistent with applicable law.

5. Owner shall have no ownership, lien, security or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Solar Facilities at any time.

6. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

GRANTEE:

By: [Signature]

Name: Mickey Tono

Title: President

STATE OF Connecticut
COUNTY OF Hartford ss.: Bloomfield

On the 17th day of June in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Mickey Tono, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

My commission expires on 6/30, 2024

KARA JANKOWSKI
NOTARY PUBLIC
State of Connecticut
My Commission Expires
June 30, 2024

OWNER:

By: Cheryl Pompeo / Jeffrey Pompeo

Name: Cheryl Pompeo Jeffrey Pompeo

Title: Owners

STATE OF Connecticut
COUNTY OF Hartford ss.: Bloomfield

On the 17th day of June in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Cheryl Pompeo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

My commission expires on 6/30, 2024

KARA JANKOWSKI
NOTARY PUBLIC
State of Connecticut
My Commission Expires
June 30, 2024

OWNER:

By: Cheryl Pompeo/Jeffrey Pompeo
Name: Cheryl Pompeo/Jeffrey Pompeo
Title: Owners

STATE OF Connecticut
COUNTY OF Hartford ss.: Bloomfield

On the 17th day of June in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey Pompeo personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kara Jankowski
Notary Public

My commission expires on 6/30/2024

KARA JANKOWSKI
NOTARY PUBLIC
State of Connecticut
My Commission Expires
June 30, 2024



EXHIBIT A-1

MEMORANDUM OF LAND LEASE AND EASEMENT AGREEMENT

Legal Description of the Property

77 Pompeo Road, North Grosvenordale, Connecticut, a 163.68 acre parcel of land located in the Town of Thompson and owned by Jeffrey S. Pompeo and Cheryl L. Pompeo, recorded by the Town of Thompson under book and page number 0722/0092, and outlined in blue on the below image:

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
POMPEO JEFFREY S + CHERYL L	\$0		0722/0092	04	06/24/2009
POMPEO JEFFREY S	\$0		0246/0243		10/20/1989



