

EXHIBIT E

LEASE AGREEMENT

BY AND BETWEEN

**Peter Tonn
(LANDLORD)**

AND

**VCP Realty, LLC
(TENANT)**

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement" or "Lease") is entered into by the Landlord and Tenant listed below (each individually a "Party" and collectively the "Parties") as of the 30th day of August, 2022 (the "Effective Date").

Landlord	Peter Tonn
Landlord's Notice Information	Peter Tonn 258 Preston Road Terryville, CT 06786
Tenant	VCP Realty, LLC, a Connecticut limited liability company
Tenant's Notice Information	VCP Realty, LLC c/o Verogy 150 Trumbull Street, 4th Floor Hartford, CT 06103 Attn: Legal Department
Site Address	270 Preston Road, Terryville, CT 06786 (Parcel ID: 021-012-013E-1)
Project State	Connecticut

This Agreement sets forth the terms and conditions of the lease of property owned by the Landlord located at the Premises (as defined hereinafter). Subject to the terms and conditions set forth herein, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Premises as detailed in this Agreement.

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit A** Basic Terms and Conditions
- Exhibit B** Solar Array Description
- Exhibit C** General Terms and Conditions
- Exhibit D** Leased Premises
- Exhibit E** Memorandum of Commencement Date and Lease Term
- Exhibit F** List of Due Diligence Materials
- Exhibit G** Title Encumbrances
- Exhibit H** Form of Subordination, Non-Disturbance and Attornment Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Agreement to be executed as of the Effective Date.

Landlord: Peter Tonn

Tenant: VCP Realty, LLC

Signature: 
Printed Name: PETER TONN
Date: 8-24-2022

Signature: 
Printed Name: Brian Smith
Title: Authorized Person
Date: August 30, 2022

STATE OF CONNECTICUT)
) ss.
COUNTY OF Litchfield)

The foregoing instrument was acknowledged before me this 24th day of August, 2022 by Peter Tom, an individual, on behalf of himself.



Commissioner of the Superior Court
Notary Public

My Commission Expires on: JENNA BEHAN
NOTARY PUBLIC - CT 180881
My Commission Expires Mar. 31, 2026



STATE OF CONNECTICUT)
) ss.:
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 30th day of August, 2022 by Brian Smith, an Authorized Person of VCP Realty, LLC, a Connecticut limited liability company, on behalf of the limited liability company.



Commissioner of the Superior Court
Notary Public

My Commission Expires on: August 31, 2023

STEVEN GIANOTTI
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2023



EXHIBIT A
BASIC TERMS AND CONDITIONS

1. **Initial Term:** Twenty (20) years
2. **Extension Periods:** Three (3) extension periods of five (5) years each
3. **Basic Rent:**

LEASE YEAR	ANNUAL BASIC RENT (\$/MW/Year)	MONTHLY INSTALLMENT (\$/MW/Month)	ESTIMATED TOTAL ANNUAL PAYMENT	ESTIMATED MONTHLY PAYMENT
1	██████████	██████████	██████████	██████████
2	██████████	██████████	██████████	██████████
3	██████████	██████████	██████████	██████████
4	██████████	██████████	██████████	██████████
5	██████████	██████████	██████████	██████████
6	██████████	██████████	██████████	██████████
7	██████████	██████████	██████████	██████████
8	██████████	██████████	██████████	██████████
9	██████████	██████████	██████████	██████████
10	██████████	██████████	██████████	██████████
11	██████████	██████████	██████████	██████████
12	██████████	██████████	██████████	██████████
13	██████████	██████████	██████████	██████████
14	██████████	██████████	██████████	██████████
15	██████████	██████████	██████████	██████████
16	██████████	██████████	██████████	██████████
17	██████████	██████████	██████████	██████████
18	██████████	██████████	██████████	██████████
19	██████████	██████████	██████████	██████████
20	██████████	██████████	██████████	██████████

4. **Installation Type:** Ground-Mount

EXHIBIT C
GENERAL TERMS AND CONDITIONS

ARTICLE I.
Description of Leased Premises

Section 1.1 - Leased Premises. The Landlord hereby leases to the Tenant that certain portion of that certain parcel of land located at the Site Address indicated on the first page of this Agreement and containing approximately seven (7) acres of land, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto and any right, title and interest of the Landlord in and to any land lying in the bed of any street, road or highway to the center line thereof in front of or adjoining said parcel of land, which is more particularly described in **Exhibit D**, attached hereto and made a part hereof (collectively the “Leased Premises” or “Premises”). In connection with the Leased Premises, Landlord also hereby grants to Tenant a royalty-free, irrevocable license coterminous with the Lease Term (as defined hereinafter), and for so long as needed after expiration or termination, to other portions of the property that are necessary and appropriate for (i) Tenant’s access to the Leased Premises, including ingress and egress rights to the property; (ii) the delivery, temporary storage and staging of materials, equipment and the components of the Solar Array (as defined hereinafter); (iii) the interconnection of the Solar Array to the electrical infrastructure of the local electric utility; and (iv) other related and ancillary uses that from time to time may be useful or necessary in connection with the siting, erection, construction, reconstruction, installation, replacement, relocation, removal, operation, repair and maintenance of the Solar Array on the Premises (collectively in the case of (i), (ii), (iii) and (iv), the “Licensed Area”).

Section 1.2 - Initial Term. The initial term of this Lease shall commence on the Commencement Date (as hereinafter defined), and shall end on the date which is the number of years indicated on **Exhibit A** as the “Initial Term” from the end of the calendar month in which the Commercial Operation Date (as defined hereinafter) occurs, which time period is referred to herein as the “Initial Term”.

When such dates have been determined, Landlord and Tenant agree to execute a memorandum in recordable form setting forth the Commencement Date and Lease Term in the form attached hereto as **Exhibit E**.

Section 1.3 - Options to Extend. In addition, provided that Tenant is not materially in default in the performance of any of its obligations under this Lease beyond applicable notice and cure periods, Tenant shall have the option to extend the term of this Lease for three (3) extension periods of five (5) years each (each an “Extension Period”). If Tenant elects to exercise any such Extension Period, it shall do so by giving notice of such election to Landlord at any time during the term of this Lease on or before the date which is ninety (90) days prior to the commencement of the Extension Period for which such election is exercised. Such Extension Periods shall be upon the same terms and conditions of this Lease, except as otherwise provided herein. If Tenant fails to send notice of its exercise of any Extension Period in a timely manner, Landlord shall send Tenant a reminder notice and Tenant shall have an additional thirty (30) day period after receipt of Landlord’s notice in order to exercise any such Extension Period. The Initial Term and all Extension Periods, as exercised, are referred to hereafter as the “Lease Term.” In the event that Tenant does not respond in writing within thirty (30) days after the receipt of Landlord’s reminder notice, then Tenant shall be deemed not to have exercised the applicable Extension Period and the Tenant agrees that any right to exercise any future Extension Period has lapsed.

ARTICLE II.
Development of Project

Section 2.1 - Development Period. The PPA Acquisition Period (as defined herein), the Due Diligence Period (as defined herein) and any and all Contingency Periods (as defined herein) shall constitute the “Development Period” for purposes of this Agreement. Starting on the Effective Date and ending on the date

which is one (1) year from the end of the calendar month in which the Effective Date occurs, which time period is referred to herein as the “Initial PPA Acquisition Period”, Tenant shall endeavor to execute a contract for the sale of electricity and/or environmental attributes produced by the renewable energy development at the Premises (a “PPA”). If Tenant successfully executes a PPA within the Initial PPA Acquisition Period, then the Due Diligence Period shall commence on the commensurate execution date of such PPA (the “Qualified PPA Execution Date”). If Tenant does not execute a PPA within the Initial PPA Acquisition Period, but Tenant is continuing to diligently pursue the acquisition of a PPA, then Tenant shall be afforded an additional six (6) months within which to execute a PPA (the “Extended PPA Acquisition Period”, and together with the Initial PPA Acquisition Period, the “PPA Acquisition Period”). If Tenant successfully executes a PPA within the Extended PPA Acquisition Period, then the Due Diligence Period shall commence on the Qualified PPA Execution Date. If Tenant does not execute a PPA within the Extended PPA Acquisition Period, Landlord shall have the right to terminate this Lease via notice to Tenant, such notice to be provided to Tenant within thirty (30) days of the last day of the Extended PPA Acquisition Period (“Landlord PPA Acquisition Termination Notice”). Upon receipt of the Landlord PPA Acquisition Termination Notice, Tenant shall have the right to provide Landlord with evidence that a PPA has been executed within the PPA Acquisition Period. If such evidence is provided by Tenant to Landlord within thirty (30) days of receipt of the Landlord PPA Acquisition Termination Notice, and such evidence is not subject to reasonable dispute by Landlord, this Lease shall be deemed not terminated, and in full force and effect. In the event there is no evidence provided by Tenant to Landlord that a PPA has been executed within the PPA Acquisition Period, then thirty-one (31) days after the receipt by Tenant of the Landlord PPA Acquisition Termination Notice, this Lease shall terminate and shall be null and void, and Landlord and Tenant shall have no further obligations to one another hereunder, except for obligations which specifically survive the termination of this Lease. Notwithstanding the foregoing or anything contained herein to the contrary, Tenant and Landlord may, upon written agreement duly executed by both Tenant and Landlord, agree to extend the length of the PPA Acquisition Period as they deem necessary.

Prior to the Initial Term, and for a period of time described in this Section 2.1, Tenant shall be permitted to perform all investigations deemed by the Tenant to be necessary or appropriate to determine, in the Tenant’s sole discretion, whether the operation of the Leased Premises for Tenant’s intended purposes is economically and operationally feasible, including without limitation, review of the status of title and survey matters, the environmental and physical condition of the Leased Premises, and its suitability for development for Tenant’s intended use (the “Project”). In the event any such investigation or examination has not been completed by the Tenant during the PPA Acquisition Period, Tenant shall have a period commencing on the Qualified PPA Execution Date and ending at 12:00 midnight on the date which is one-hundred twenty (120) days after the Qualified PPA Execution Date (the “Due Diligence Period”) within which to inspect, examine, and/or investigate the Leased Premises, and all physical, environmental, geotechnical, financial, title and legal aspects thereof, and the obligations of Landlord hereunder shall be conditioned upon Tenant being fully satisfied, in its sole discretion, as to all such inspections, investigations, and/or examinations.

Landlord shall fully cooperate with Tenant in its inspections, examinations, and investigations and shall use its best efforts to deliver or make available to Tenant no later than thirty (30) days from the Effective Date those documents set forth on **Exhibit F**, attached hereto and incorporated herein, which are in the control or possession of Landlord, its agents or representatives. Throughout the Due Diligence Period, Tenant shall have access to the Leased Premises to accomplish the foregoing, including, without limitation, the conduct of surface and subsurface tests and physical and environmental appraisals and studies and as provided in Section 2.2 of this Agreement.

In the event that Tenant is not satisfied, in its sole discretion, for any reason or for no reason whatsoever, Tenant shall have the right, by Tenant or Tenant’s attorney giving Landlord or Landlord’s attorney a written termination notice (the “Termination Notice”) to terminate this Agreement. If the Termination Notice is given, this Lease shall terminate and shall be null and void, and Landlord and Tenant shall have no further obligations to one another hereunder, except for obligations which specifically survive the termination of this Lease. Tenant may terminate this Lease upon notice to Landlord at any time prior to the Commencement Date if Tenant, in its sole discretion, determines that the Leased Premises is unsuitable for its intended use.

Tenant's obligations under this Agreement shall be subject to Tenant's receipt of all final, non-appealable, local, state and federal permits and approvals necessary or appropriate for Tenant's proposed development of the Leased Premises and the construction of the Project, and receipt of necessary or appropriate utility company interconnection approvals for the Project, all on terms and conditions acceptable to Tenant in its sole discretion (individually, each an "Approval" and collectively, the "Approvals") prior to the date which is six (6) months following the first day of the month after the expiration of the Due Diligence Period (the "Initial Contingency Period"). Tenant shall be permitted to extend the Initial Contingency Period by written notice to Landlord at any time prior to the expiration of the Initial Contingency Period for an additional period of six (6) months (the "First Extended Contingency Period"), provided that Tenant is pursuing its Approvals or Tenant has received its Approvals but one or more judicial appeals are then pending with respect to the Approvals. Tenant shall further be permitted to extend the First Extended Contingency Period by written notice to Landlord at any time prior to the expiration of the First Extended Contingency Period for an additional period of six (6) months (the "Second Extended Contingency Period"), provided that Tenant is pursuing its Approvals or Tenant has received its Approvals but one or more judicial appeals are then pending with respect to the Approvals.

The Initial Contingency Period, as the same may be extended by the First Extended Contingency Period and the Second Extended Contingency Period, are collectively and each, individually, is the "Contingency Period". The Parties may agree to extend any portion of the Development Period upon mutual written agreement.

If Tenant has received all of its Approvals to its satisfaction, Tenant may elect to waive the balance of the Development Period and proceed to the commencement of the lease.

Landlord agrees to fully cooperate with Tenant in Tenant's efforts to obtain all Approvals, including, without limitation, executing and delivery of any applications or consents which require the signature of the Landlord and publicly supporting such Approvals by attending any hearings or meetings, as and when reasonably requested by Tenant. Landlord appoints Tenant as its lawful attorney-in-fact coupled with an interest to execute any such requested application in the name of and on behalf of Landlord if Landlord fails to do so within fifteen (15) days following receipt of Tenant's written notice requesting Landlord's execution of the subject application.

If Tenant determines, in its sole discretion, that it has not or is unlikely to obtain all necessary or appropriate Approvals before the end of the Contingency Period, or that any such Approvals contain, or are likely to contain, unsatisfactory terms or conditions, then Tenant shall have the right, by Tenant or Tenant's attorney giving Landlord or Landlord's attorney a written termination notice (the "Termination Notice"), to terminate this Agreement. If the Termination Notice is given, this Lease shall terminate and shall be null and void, and Landlord and Tenant shall have no further obligations to one another hereunder, except for obligations which specifically survive the termination of this Lease.

Section 2.2 - Access to Leased Premises. During the Development Period, Landlord may retain possession and use of the Leased Premises. Tenant, its counsel, surveyors, engineers, lenders, development partners, agents and other representatives shall have full and continuing access to the Premises and all parts thereof, as well as to all relevant documents and records of the Landlord as they relate to the title, physical condition, and development of the Premises, upon 48 hours prior notice to Landlord (which notice may be given by telephone). Tenant shall use commercially reasonable efforts not to unduly interfere with any business operations of Landlord. Said right of access shall be for the purpose of performing surveying, engineering, and environmental tests and studies, test borings, hazardous waste testing, wetland impacts, physical inspection of the Premises, structural reviews, and such other similar investigatory work as the Tenant shall consider appropriate. Tenant shall make no permanent alterations to the Leased Premises as part of its investigations and shall repair or restore any disturbed areas to substantially the same condition as existing prior to the testing. Prior to accessing the Premises, Tenant shall provide Landlord with a Certificate of Liability Insurance in the amount of at least \$1,000,000 naming Landlord as an additional insured.

Section 2.3 - Lease Commencement. At any time during the Development Period, Tenant may give notice to Landlord calling for the delivery of the Leased Premises to Tenant and the commencement of this Lease. Upon receipt of such notice, Landlord shall select a delivery date that is within forty-five (45) days of the date Landlord received Tenant's notice (the "Commencement Date") and so notify Tenant.

On the Commencement Date, Landlord shall deliver possession of the Leased Premises to Tenant in substantially the same condition as existing as of the Effective Date of this Lease, free and clear of all rights of any tenants or parties in possession and subject to only those encumbrances affecting title to the Leased Premises as set forth on Exhibit G attached hereto and made a part hereof.

ARTICLE III.

Rent

Section 3.1 - Definition of Lease Year. "Lease Year" shall mean, in the case of the first Lease Year, the number of full and partial calendar months following the Commencement Date of this Lease through the end of the twelve (12) calendar months following the Rent Commencement Date (as hereinafter defined). Thereafter, "Lease Year" shall mean each successive twelve (12) calendar month period following the expiration of the first Lease Year, except that in the event of the termination of this Lease on any day other than the last day of a Lease Year, then the last Lease Year shall be the period from the end of the preceding Lease Year to such date of termination.

Section 3.2- Basic Rent. Commencing on the Rent Commencement Date, and continuing for the remainder of the Lease Term, Tenant shall pay Landlord monthly Basic Rent on the first day of each month, in advance, in accordance with the schedule set forth on Exhibit A of this Agreement.

For the avoidance of doubt, the solar photovoltaic project to be sited on the Leased Premises, as more particularly described in Exhibit B, attached hereto and made a part hereof (the "Solar Array") size in megawatts ("MWs") direct current ("DC") for purposes of the above rent calculation shall be that which is listed on the final as-built drawings completed by the engineer of record at the time of the Rent Commencement Date. In the event the final as-built drawings issued by the engineer of record after the Solar Array has reached the Commercial Operation Date are not available as of the Rent Commencement Date, the Solar Array size in MW DC listed on the issued for construction drawings shall be used for purposes of the above rent calculation; provided that, upon the issuance of the final as-built drawings, if the final as-built drawings detail a different project size in MW DC, the calculation for Basic Rent shall be adjusted to reflect the as-built Solar Array system size and monthly payments for Basic Rent shall be adjusted accordingly on a going forward basis. For purposes of this Lease, "Commercial Operation Date" shall mean the Solar Array has been approved for interconnected operation by the interconnecting utility company, Tenant has completed commissioning tests of the Solar Array, and the Solar Array has commenced regular operations.

The "Rent Commencement Date" shall be the date that is the first (1st) day of the third (3rd) full month following the Commercial Operation Date. Payments for any partial month shall be prorated.

Section 3.3 - Place of Payment. Payment of Basic Rent shall be made to the Landlord at the address appearing at the end of this Lease, or to such other person, legal entity or address as the Landlord shall designate by written notice to the Tenant.

ARTICLE IV.

Use

Section 4.1 - Use of Premises. The Leased Premises may be used for placement of a Solar Array and related or ancillary purposes, or for no use, during the Lease Term, subject to applicable zoning regulations.

Tenant shall have the unrestricted right throughout the Lease Term to construct one or more Solar Arrays and other improvements on the Leased Premises and to modify or demolish such Solar Arrays and improvements from time to time, with or without constructing replacement improvements thereon, all subject to all applicable laws and regulations, but without prior notice or consent by Landlord. Title to all Solar Arrays and other improvements constructed on the Leased Premises by Tenant shall remain in Tenant's name throughout the Lease Term.

To the extent the Solar Array and the Leased Premises require certain landscaping and related property maintenance services during the Lease Term, Tenant shall engage Landlord or Landlord's service company (the "Service Company") to perform any such work, unless upon review and comparison of other market bids for such work by Tenant, Tenant determines that the Landlord or Service Company's pricing and capabilities are not competitive. If Tenant determines that the Landlord or Service Company's pricing and capabilities are not competitive, Tenant shall obtain other market bids for the same scope of work, and the Landlord or Service Company shall have the option to perform the work at the lowest bid price.

Section 4.2 - Compliance With Laws and Regulations. Throughout the Lease Term, the Tenant, at its sole cost and expense, will promptly comply in all material respects with all present and future laws, ordinances, orders, rules, regulations and requirements of all Federal, State and municipal governments, departments, commissions, boards and officers with respect to its use of the Leased Premises.

Section 4.3 - Liens. The Tenant shall indemnify and save the Landlord harmless from any claims for material or labor, or worker's compensation claims in connection with any repairs or improvements made by the Tenant, and should any such lien be placed, the Tenant shall have the same removed within sixty (60) days by bonding or otherwise; and upon failure to do so, Landlord shall have the right to pursue remedies available pursuant to Article XI of this Lease, or the Landlord shall have the right (but not the obligation) to take whatever steps are reasonably necessary to have the same removed and the cost thereof, plus any court costs and reasonable attorneys' fees, shall be paid by the Tenant to the Landlord.

Section 4.4 - Environmental Indemnification. Tenant represents and warrants that no Hazardous Substances (as defined below) will be used, stored, treated, disposed of or generated at or on the Leased Premises by Tenant. Tenant shall promptly take any and all necessary or appropriate remedial action in response to any use, storage, treatment, generation or disposal of any Hazardous Substances brought by the Tenant to the Leased Premises. Tenant, its successors and assigns shall indemnify, defend, and hold harmless Landlord, its employees, agents, officers, directors, members, successors and assigns from any claims, actions, liabilities or for any violations of Environmental Laws, orders or enforcement actions relating to or affecting the Leased Premises or for any environmental remediation caused by Tenant's delivery of Hazardous Substances to the Leased Premises during the Lease Term.

Landlord, its successors and assigns shall indemnify, defend, and hold harmless Tenant, its employees, agents, officers, directors, members, successors and assigns from and against any claims, actions, liabilities, costs or expenses incurred by Tenant with respect to the cleanup, removal, remediation and disposal in accordance with applicable law of any Hazardous Substances existing on the Premises or otherwise generated, created, used or introduced by Landlord or its agents or contractors; provided, however, that Tenant shall have no obligation to cleanup, remove, remediate or dispose of such Hazardous Substances. Landlord shall notify Tenant in the event that any such Hazardous Substances are present, near or pose a material risk to personnel of Tenant or the Solar Array.

As used herein the term "Hazardous Substances" shall mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction thereof), and any other chemical substance or material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled or regulated by any of the Environmental Laws. The term "Environmental Laws" shall mean all applicable federal, state, county and local statutes, laws, regulations, rules, ordinances, codes,

standards, guidelines, orders, licenses and permits of any governmental authorities relating to environmental, health or safety matters, including by way of illustration and not by way of limitation, the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Solid Waste Disposal Act of 1970, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, and the Toxic Substances Control Act (including any amendments or extensions to any of the foregoing and any rules, regulations, standards or guidelines issued pursuant to any of such laws).

Section 4.5 – Premises Work. During the Lease Term, Landlord may potentially need to perform maintenance or repair work on the Premises that could have adverse impacts to the Solar Array and/or its expected solar energy output (including but not limited to a potential need to temporarily shut down the Solar Array) (any such work, the “Landlord Premises Work”). Landlord shall not perform any such Landlord Premises Work which would likely adversely affect the Solar Array or its access to solar insolation without Tenant’s prior written consent, and Landlord shall use its best efforts to minimize any such requests. In the event any such Landlord Premises Work is necessary and consented to by Tenant, Landlord shall reasonably accommodate Tenant to minimize any Solar Array disruption or outage.

If Landlord wishes to perform Landlord Premises Work, Landlord shall give prior written notice to Tenant, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone if practicable), and give Tenant the opportunity to advise Landlord in performing the Landlord Premises Work in a manner that avoids damage to the Solar Array, but, notwithstanding any such advice, Landlord shall be responsible for all damage (including any adverse impact on the performance of the Solar Array or its access to solar insolation) to the Solar Array caused by such work, except for those due to the failure or negligence of Tenant. Any and all of Landlord’s maintenance or repair work will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits. If the Landlord Premises Work requires the disassembly or removal of portions of the Solar Array, Tenant shall be responsible to perform any such disassembly, removal and reinstallation of the Solar Array, but Landlord shall be responsible for all costs and expenses associated with the disassembly, removal and reinstallation, including any applicable storage costs for the Solar Array and related equipment. Except as expressly permitted under this Agreement, Landlord shall not modify the Solar Array or affix or remove any accessory to the Solar Array.

If Tenant provides prior written consent to Landlord to perform any such Landlord Premises Work pursuant to this Section 4.5, and the delivery of solar energy from the Solar Array is reduced for any period of time during the performance of such maintenance or repair work or there is adverse impact on the performance of the Solar Array or its access to solar insolation, Landlord shall pay Tenant: (1) the applicable kWh rate for the pro-rata expected generation that would have been produced during such period; (2) the fair market value of any Environmental Attributes (as defined below) related to such pro-rata expected generation, as reasonably determined by Tenant; (3) the value of any reduced, lost or forfeited tax attributes, incentives or benefits associated with the ownership or operation of the Solar Array, including but not limited to any local, state or federal investment or production tax credits or subsidies, depreciation deductions, and installation or production-based incentives; and (4) any other lost revenue or benefit associated with the ownership or operation of the Solar Array or any reduced deliveries of solar energy from the Solar Array during the period of disruption, all as reasonably determined by Tenant. Tenant shall be permitted to offset any such lost revenues as described above from future payments of Basic Rent or send Landlord an invoice for such lost revenues, at Tenant’s discretion. In the event Tenant elects to send Landlord an invoice for such lost revenues, Landlord shall pay such amount within twenty (20) days of its receipt of the invoice. For purposes of this Agreement, “Environmental Attributes” shall mean, without limitation, any and all environmental credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, including but not limited to carbon trading credits, portfolio credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

ARTICLE V.
Quiet Enjoyment

Landlord represents and warrants that it is the owner of the Leased Premises in fee simple, free and clear of all liens and encumbrances, except as shown on Exhibit G, and has the right and lawful authority to enter into this Lease, without approval of any other party. The Tenant shall, upon paying the rent reserved hereunder and observing and performing all of the terms, covenants and conditions on the Tenant's part to be observed and performed, peaceably and quietly, have and hold the Leased Premises, without hindrance or molestation by any person or persons claiming by, through or under the Landlord, subject, however, to the terms of this Lease.

ARTICLE VI.
Utilities; Taxes

As of the date on which possession of the Leased Premises is delivered to Tenant, Tenant shall pay all charges for utilities associated with the construction and operation of the Solar Array, including but not limited to gas, heat, water, electricity, power and telephone or other communications service used, rented or supplied, and Tenant shall indemnify the Landlord against said liability or damages for such accounts. In addition, effective as of the Commencement Date and continuing for the Lease Term, Tenant shall pay for all additional expenses associated with the maintenance, operation and/or use of the Leased Premises by Tenant, including personal property taxes, property insurance and operating expenses.

Each Party shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of its property (i.e., in the case of Landlord, the Premises; in the case of Tenant, the Solar Array). The Parties shall administer and implement this Agreement with the intent to minimize taxes.

ARTICLE VII.
Insurance

Section 7.1 - Coverage. Tenant shall keep the Leased Premises insured against damage or destruction by fire, and such other perils as are, from time to time, included in standard fire insurance policy, for the full insurable value thereof, which for the purposes hereof shall mean the actual replacement cost without deduction for depreciation, but shall not include "uninsurables" (i.e., footings, underground piping, etc.). All of said insurance shall be maintained for the protection of Landlord, Landlord's lender, Tenant and Tenant's lender, and each shall be listed as an additional insured as their interest may appear in all policies of insurance. The proceeds of such insurance in case of loss or damage shall be applied on account of the obligation of Tenant to repair and/or rebuild the Leased Premises pursuant to Article VIII to the extent that such proceeds are required for such purpose.

Section 7.2 - General Liability Insurance. During the Lease Term, the Tenant agrees to maintain in force and effect a commercial general liability insurance policy, with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence, in a financially responsible insurance company or companies qualified to do business in the state in which the Leased Premises are located. Said insurance shall be maintained for the protection of both Landlord, Landlord's lender, Tenant, and Tenant's lender and each shall be named insured as their interest may appear in all policies of insurance. Said insurance shall be primary and noncontributory; provide for severability of interest; provide that an act or omission of one of the insureds that would void or otherwise reduce coverage will not reduce or avoid the coverage as to other insureds. Such policy shall contain a provision that it cannot be canceled without thirty (30) days prior written notice.

Section 7.3 - Release of Subrogation.

(a) Each party covenants and agrees to obtain from its insurance carrier a waiver of subrogation rights against the other, if the same is available, with the provision that if there is any extra cost for the same, the party benefited by such waiver shall be afforded an opportunity to pay the extra cost and receive the benefit of the waiver; and

(b) In case of damage to the Leased Premises or to any other property of the Landlord or the Tenant by any cause within the scope of such insurance, whether such damage be caused by the negligence of either party to this Lease or by any party for whom either party to this Lease may be responsible, neither party to this Lease will look to the other, its agents, employees, invitees, assignees or subtenants for reimbursement to its insurer or to any third party against whom it may have a claim therefor. This subsection shall be effective as to the risks insured against under any particular insurance policy only during such time as such policy shall permit an executory waiver of subrogation without additional premium therefor or if the party benefited by such waiver pays any additional premium.

Section 7.4 - Certificates of Insurance. On or before the date upon which possession of the Leased Premises is delivered to Tenant, Tenant shall provide Landlord with certificates of insurance certifying that all insurance required to be carried by Tenant under the terms of this Lease is in full force and effect. Prior to the expiration of any such insurance policy, Tenant shall furnish Landlord with a new certificate of insurance certifying that such policy has been renewed or replaced. All insurance policies carried under this Article, and the certificates for such policies, shall provide for ten (10) days written notice to Landlord of any cancellation for non-payment and (30) days written notice to Landlord of any cancellation or non-renewal of such policy.

Section 7.5 - Qualification of Insurers. All insurance provided for in this Lease shall be effected under enforceable policies issued by insurers of recognized responsibility, licensed to do business in the Project State identified on the first page of this Agreement.

Section 7.6 - Indemnification. The Tenant shall defend, indemnify and save harmless the Landlord and its agents and employees against and from all liabilities, suits, actions, damages, liability and expense, penalties, claims and costs which may be imposed upon or incurred by or asserted against the Landlord or its agents or employees by reason of, or in any way arising out of, the Tenant's use or occupancy of the Leased Premises in accordance with the terms of this Lease after the execution of this Lease to the extent occasioned wholly or in part by any act or omission of the Tenant, its agents, employees, contractors or invitees; excluding however, any matters arising out of the negligence or willful conduct of Landlord, its agents, employees, contractors or invitees.

The Landlord shall defend, indemnify and save harmless the Tenant and its agents and employees against and from all liabilities, suits, actions, damages, liability and expense, penalties, claims and costs which may be imposed upon or incurred by or asserted against the Tenant or its agents or employees by reason of, or in any way arising out of, the Landlord's use or occupancy of the Leased Premises to the extent occasioned wholly or in part by any act or omission of the Landlord, its agents, employees, contractors or invitees, excluding however, any matters arising out of the negligence or willful conduct of Tenant, its agents, employees, contractors or invitees.

ARTICLE VIII.
Condemnation

Section 8.1 - Condemnation - Taking of All. If title to the whole of the Leased Premises shall be taken or condemned by any competent authority or conveyed in lieu of condemnation for any public or quasi-public use, all rental and other charges paid or payable by Tenant hereunder shall be prorated, as of the date of vesting of title in such condemning authority, and the total award made with respect to the Leased Premises, less all

expenses incurred in connection with the condemnation proceedings, shall be apportioned between Landlord and Tenant.

Section 8.2 - Condemnation - Taking of Substantially All. If title to any substantial part of the Leased Premises shall be taken or condemned by any competent authority or conveyed in lieu of condemnation for any public or quasi-public use, Tenant shall have the option to surrender and terminate this Lease by giving written notice of such election to Landlord at any time after Tenant has been notified of any pending condemnation action. In the event that Tenant exercises its option to surrender and terminate this Lease, all of the rental and other charges paid or payable by Tenant hereunder shall be prorated as of the date Tenant vacates the Leased Premises, and the total award made with respect to the Leased Premises, less all expenses incurred in connection with the condemnation proceedings, shall be apportioned between Landlord and Tenant.

Section 8.3 - Condemnation - Taking of Less Than All. If title to part of the Leased Premises shall be taken or condemned by any competent authority or conveyed in lieu of condemnation for any public or quasi-public use, and this Lease is not or cannot be terminated by Tenant, then this Lease shall continue in force and effect, and Tenant shall, at its expense, repair any damage to the Solar Array or improvements on the Leased Premises and the Basic Rent thereafter payable for the remainder of the Lease Term shall be reduced in the proportion that the area of the Leased Premises taken or conveyed to the condemning authority bears to the area of the entire Leased Premises prior to the taking or conveyance and the total award made with respect to the Leased Premises, less all expenses incurred in connection with the condemnation proceedings, shall be apportioned between Landlord and Tenant, in accordance with the following provisions.

Whether such condemnation or sale in lieu thereof shall be for all or part of the Leased Premises and the Solar Arrays and improvements thereon, subject to the immediately succeeding paragraph, Landlord and Tenant shall each have the right to prosecute for and to receive such separate awards and portions of lump sum awards as may be allocated to their respective interests in the Leased Premises, it being the intent of the parties that Landlord shall be entitled to that portion of the award applicable to the land as unimproved exclusive of the Solar Arrays and improvements thereon, but encumbered by this Lease, and Tenant shall be entitled to the balance of the award which shall include the value of Tenant's leasehold estate and the Solar Arrays and improvements on the Leased Premises. If the condemning authority does not make separate awards and allocations as above provided, then the allocations based on the principles set forth in this Section shall be determined by arbitration.

ARTICLE IX. Mortgages; Financing

Section 9.1 - Landlord's Right to Mortgage. Landlord reserves the right to mortgage its fee interest in the Leased Premises from time to time throughout the Lease Term (as applicable "Fee Mortgage"). All Fee Mortgages shall be subject to this Lease and the Tenant's rights hereunder. Landlord agrees to cause all Fee Mortgage mortgagees to execute agreements in favor of Tenant and any leasehold mortgagees in form and substance acceptable by Tenant or any leasehold mortgagee, as the case may be, confirming that in the event of a foreclosure of the Fee Mortgage such fee mortgagee shall recognize the rights of Tenant and any leasehold mortgagees under this Lease and not disturb Tenant's tenancy hereunder except in accordance with the terms hereof. Landlord agrees to deliver an agreement in the form attached hereto as **Exhibit H**, or otherwise in form and substance acceptable to Tenant or any leasehold mortgagee, as the case may be, from the holder of any Fee Mortgage currently encumbering the Leased Premises consenting to this Lease and any amendments thereto, providing the non-disturbance protection required hereunder and agreeing that any casualty and condemnation proceeds shall be applied in accordance with the provisions of this Lease within thirty (30) days after the date of execution of this Lease.

Section 9.2 - Tenant's Right to Mortgage. Tenant shall have the right to mortgage its leasehold interest in the Leased Premises pursuant to this Lease from time to time throughout the Lease Term (as applicable, "Leasehold Mortgage"). If any leasehold mortgagee shall acquire title to Tenant's interest in this Lease, by foreclosure of a mortgage thereon or by assignment in lieu of foreclosure or by an assignment from a nominee

or wholly owned subsidiary corporation of such mortgagee, or under a new lease pursuant to this Article IX, such mortgagee may assign such Lease, and notwithstanding anything contained in Article X hereof shall thereupon be released from all liability for the performance or observance of the covenants and conditions in such Lease contained on Tenant's part to be performed and observed from and after the date of such assignment, provided that the assignee from such mortgagee shall have assumed such lease in accordance with Article X hereof.

Section 9.3 – Tenant's Financing.

(a) Landlord acknowledges that Tenant will be financing the acquisition and installation of the Solar Array with financing accommodations from one or more lenders or financing parties (each, a "Tenant Financing Party"), and that Tenant's obligations will be secured by, among other collateral, a pledge or collateral assignment of the Lease and a first priority security interest in the Solar Array. Tenant shall have the right to encumber its interest in (i) this Lease, (ii) the Solar Array, and (iii) all of Tenant's improvements located on the Leased Premises, by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any Tenant Financing Party, without the prior consent of Landlord. Landlord agrees to execute any consent to assignment reasonably requested by any Tenant Financing Party and approved by Landlord to evidence and give effect to the provisions of this Section 9.2.

(b) Notices of Default. If Tenant provides Landlord with the notice information for the Tenant Financing Party, Landlord agrees to deliver to such Tenant Financing Party, concurrently with delivery thereof to Tenant, a copy of each Tenant Event of Default Notice given by Landlord under this Agreement, inclusive of a reasonable description of such Tenant Event of Default.

(c) Right to Cure. Landlord will not exercise any right to terminate or suspend this Agreement unless it shall have given the Tenant Financing Party prior written notice of its intent to terminate or suspend the Agreement, as required by the Agreement, based on a Tenant Event of Default specifying the condition giving rise to such right, and the Tenant Financing Party shall not have caused to be cured the Tenant Event of Default giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in the Agreement; provided that if such Tenant Event of Default reasonably cannot be cured by the Tenant Financing Party within such period (including any adverse weather conditions or other difficult access to the Leased Premises), and the Tenant Financing Party commences and continuously and diligently pursues cure of such Tenant Event of Default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(d) Rights of Financing Party. Upon the exercise of remedies under its security interest or enforcement rights in the Solar Array or in this Agreement, including in the event of a foreclosure or seizure of Tenant's rights or property, Landlord agrees to permit such Tenant Financing Party to exercise any and all rights of Tenant hereunder, so long as there are no existing uncured defaults or Tenant Financing Party otherwise resolves any existing Tenant Events of Default within the time periods provided for in Section 9(c) above, and provided further that (i) Tenant or Tenant Financing Party shall give Landlord prompt written notice of any such foreclosure, seizure or exercise of rights, and (ii) Tenant Financing Party shall enter into a direct agreement with Landlord, or, at Landlord's option, otherwise agree, in writing, to be liable for the obligations of Tenant arising out of this Lease.

Section 9.4 - Estoppel Certificate. Landlord and Tenant shall, from time to time upon written request by the other, execute and deliver to the other party and their mortgage lenders or potential lenders, if requested, within ten (10) days of such written request, a written declaration in recordable form: (1) ratifying this Lease; (2) expressing the commencement and termination dates thereof and any renewal terms; (3) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (4) stating that all conditions under this Lease to be performed by the other party have been satisfied, or stating those alleged to remain unsatisfied; (5) stating that there are no defenses

or offsets against the enforcement of this Lease by such party, or stating those claimed by such party; (6) stating the amount of advance rent, if any, paid by Tenant; (7) stating the date to which rent has been paid; and (8) stating such other matters as are reasonably requested by any permitted leasehold mortgagee.

Section 9.5 - No Joint Venture. Notwithstanding any obligation from one party to the other herein, the parties hereto state that they have not created and do not intend to create by this Lease a joint venture or partnership relation between them; it being their sole purpose and intent to create only a landlord-tenant relationship.

ARTICLE X. Assignment

Tenant shall have the right to assign Tenant's interest in this Lease from time to time throughout the Lease Term provided each such assignee assumes all of Tenant's obligations under the Lease and Landlord provides its prior written consent to such assignment, such consent not to be unreasonably withheld. After the completion of the Project on the Leased Premises, Landlord agrees that Tenant shall be released from any further obligations under this Lease if Landlord is provided with a fully executed original assignment. Notwithstanding the foregoing, without the prior consent of Landlord (but with prior notice to Landlord), Tenant shall be permitted to (i) make an assignment to an affiliate of Tenant or a direct or indirect subsidiary of Tenant to whom Tenant also transfers the Solar Array, (ii) make an assignment through merger, consolidation or sale of all or substantially all of Tenant's stock or assets including the Solar Array, or (iii) sell, transfer, assign or pledge its interest in this Lease to Tenant's lender or financing party in connection with the financing of the construction, installation and operation of the Solar Array.

ARTICLE XI. Default

Section 11.1 - Default by Tenant. Each of the following events shall be defaults under this Agreement with respect to Tenant (each, a "Tenant Event of Default"):

(a) If default shall be made in the due and punctual payment of any Basic Rent payable under this Lease or any part thereof, when and as the same shall become due and payable, and such default shall continue for a period of fifteen (15) days after written notice from Landlord to Tenant specifying the items in default; provided that before any termination of this Lease, Tenant shall be afforded an additional fifteen (15) day written notice and opportunity to cure; or

(b) Neglect or failure by the Tenant to perform or comply with any of the agreements, terms, covenants or conditions of this Lease, other than those referred to in subsection (a) above, for a period of sixty (60) days after written notice from the Landlord to the Tenant specifying the items in default, or in the case of a default which cannot with due diligence be cured within such sixty (60) day period, failure of the Tenant within such sixty (60) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence and to completion; or

(c) The commencement of any bankruptcy proceedings by or against the Tenant, provided, however, the commencement of an involuntary proceeding against Tenant shall not be a Tenant Event of Default if Tenant is diligently pursuing the dismissal of any such involuntary proceeding and accomplishes such cure within one hundred eighty (180) days.

Section 11.2 - Landlord's Remedies. Subject to the provisions of Article IX, if a Tenant Event of Default shall have occurred and be continuing, Landlord shall give written notice to Tenant specifying the Tenant Event of Default (the "Tenant Event of Default Notice") and provide Tenant with fifteen (15) days in which to cure such Tenant Event of Default. If Tenant has not cured such Tenant Event of Default within fifteen (15) days of its receipt of the Tenant Event of Default Notice, Landlord may, at its election and in

addition to all other rights and remedies provided at law, in equity or elsewhere herein, terminate this Lease by giving Tenant written notice of Landlord's intention to do so (the "Landlord Termination Notice"). Upon the fifteenth (15th) day next succeeding the delivery of such Landlord Termination Notice, if Tenant still has not cured such Tenant Event of Default, this Lease shall expire and terminate on such date and all right, title and interest of Tenant hereunder shall end on such date, but Tenant shall remain liable for all sums accruing prior to the termination of the Lease, plus any other sums due and payable pursuant to this Section 11.2. Upon any such termination, Tenant shall be afforded appropriate time to remove the Solar Arrays from the Leased Premises.

If a Tenant Event of Default occurs and Landlord elects not to terminate this Lease, then Landlord shall have the immediate right, pursuant to legal process, if any be applicable, to pay any sums or do any act on behalf of Tenant, in order to cure a default by Tenant, and any sums expended by Landlord, together with interest thereon at a rate of twelve percent (12%) per annum, shall be immediately due and payable by Tenant to Landlord.

In addition to the foregoing, if Tenant shall fail to promptly cure any non-monetary default and such default has created an emergency situation or risk of injury to person or property, Landlord shall be entitled to notify Tenant of its intention to cure such default, and if Tenant fails to immediately take action to effect such cure, Landlord shall be entitled to cure such default and Tenant shall reimburse Landlord for all reasonable costs incurred by Landlord in effecting such cure, including reasonable attorneys' fees incurred.

Section 11.3 - Default by Landlord and Tenant's Remedies. If Landlord shall fail to observe or perform any provision hereof and such failure shall continue for thirty (30) days after notice to Landlord of such failure, then a default under this Agreement with respect to Landlord shall exist (each, a "Landlord Event of Default"); provided, however, that in the case of any such failure which cannot with due diligence be cured within such thirty (30) day period, if Landlord shall commence promptly to cure the same and thereafter prosecute the curing thereof with due diligence, the time within which such failure may be cured shall be extended for such period as is necessary to complete the curing thereof with due diligence, unless such Landlord Event of Default would cause Tenant to be in default, beyond applicable notice and cure periods, under a sublease, in which event Landlord shall not have any longer cure period than twenty (20) days prior to the end of such cure period given to Tenant under the applicable sublease, provided that Tenant informs Landlord in writing of the length of such cure period. Tenant shall have the right to cure any Landlord Event of Default and offset the cost of such cure from Basic Rent due hereunder; provided that any such offset from Basic Rent shall not exceed fifty percent (50%) of the then applicable monthly installment(s) of Basic Rent due and payable by Tenant; provided, further, that Tenant shall be entitled to continue to offset from Basic Rent until such time as Tenant has recouped all of its expenditures from curing such Landlord Event of Default. Such deductions from rent by Tenant shall not constitute a default by Tenant unless Tenant shall fail to pay the amount of such deduction within thirty (30) days after final adjudication that such amount is owing to Landlord and all appeal periods have expired without the filing of an appeal.

If a Landlord Event of Default shall have occurred and be continuing, and Landlord fails to cure any such Landlord Event of Default within ten (10) days after the date of an additional written notice from Tenant to Landlord, Tenant may terminate this Lease by giving Landlord notice of Tenant's intention to do so (the "Tenant Termination Notice"). Upon the fifteenth (15th) day next succeeding the giving of such Tenant Termination 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 Lease Term, and Basic Rent shall be apportioned as of such date and Landlord shall promptly refund to Tenant any Basic 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 a 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 – Attorneys' 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 attorneys' 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, stored at, or brought onto the Leased Premises by Tenant, including any trade fixtures or signs, shall be removed by Tenant, and the Leased Premises shall be restored to substantially the same condition that existed upon the Commencement Date of the Lease, normal wear and tear excepted and also excluding any need for Tenant to remedy site work (including, for example and without limitation, tree removal and site grading, if applicable) that was performed by Tenant to prepare the Leased Premises for the installation of the Solar Array (collectively, the "Tenant Removal Obligation"). 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 Tenant does not complete the Tenant Removal Obligation within one hundred twenty (120) days after expiration or other termination of the Lease, or such additional time as may be granted by Landlord (the "Tenant Removal Period"), then Landlord shall have the right, at its option and upon prior written notice to Tenant, (a) to remove the Solar Array from the Premises and store the Solar Array, or sell it for salvage value, and (b) restore the Premises to substantially the same condition that existed as of the Commencement Date of the Lease, normal wear and tear excepted, all at Tenant's sole cost and expense, including any warehousing costs but less any actual sales amount for salvage; in the event that the sales amount for salvage exceeds the cost and expenses Landlord incurs to remove the Solar Array, restore the Premises, and sell the equipment, then such excess proceeds shall be paid to Tenant.

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:

(a) Scope of Right of First Refusal. If Landlord receives a bona fide written offer to purchase all or any part of the Landlord's fee interest in the Leased Premises which Landlord intends to accept (the "Offer"), it shall give prompt written notice of the same to Tenant.

(b) Notice. Upon receipt of the Offer, Landlord shall give written notice of the same to Tenant (the "ROFR Notice"), which ROFR Notice shall include a copy of the Offer.

(c) Review Period. Tenant shall have the option for a period of thirty (30) days following receipt of the ROFR Notice to review the Offer.

(d) Exercise of Option. If Tenant elects to purchase the Landlord's fee interest in the Leased Premises, or so much thereof as shall be subject to the terms of the Offer, Tenant shall give written notice to Landlord of its election to purchase the same, within thirty (30) days after its receipt of Landlord's ROFR Notice, upon all of the same terms and conditions contained in the Offer, subject to the following provisions.

(e) Financial Terms. Notwithstanding the terms of the Offer, the purchase price to Tenant will be net of any brokerage commissions or finder's fees. Tenant may waive, at its election, any financing conditions of the Offer. Landlord and Tenant shall execute a contract (the "Contract") reflecting the foregoing terms and provisions within fifteen (15) days of the date of Tenant's exercise of its Right of First Refusal.

(f) Environmental Matters. In the event that any portion of the Leased Premises meets the definition of an "establishment" as defined in the Transfer Act, Conn. General Statutes Sections 22a-134 et seq. (or other similar legislation), Landlord agrees to prepare the appropriate Transfer Act form ("ECAF") and supporting documentation and provide a draft of the same for Tenant's review prior to Closing (as defined hereinafter). Landlord shall sign the ECAF form as the "certifying party" and shall submit the executed ECAF, supporting documentation and filing fee to the Department of Environmental Protection immediately following the Closing. Landlord, at its sole cost and expense, shall be responsible for all of the obligations and responsibilities associated with the Transfer Act filing and shall conduct all of the necessary activities required to close-out the Transfer Act filing. Notwithstanding the foregoing, if Tenant or any subtenant or assignee of Tenant has caused any spillage of hazardous materials, Tenant or its subtenant or assignee shall be the certifying party and shall be responsible for the remediation of any contamination caused by Tenant, any subtenant or assignee.

(g) Closing. The closing of the transaction (the "Closing") shall occur as set forth in the Offer, but in no event sooner than sixty (60) days following Tenant's notice of its election to exercise its Right of First Refusal, unless otherwise agreed to in writing by both parties.

(h) Assignment. Once Tenant has notified Landlord that it has elected to exercise its Right of First Refusal, Tenant shall have the right to assign its rights under the Contract to any entity owned or controlled by the principals of Tenant. This Right of First Refusal shall not otherwise be assigned, except in connection with an assignment of this Lease.

(i) Default. In the event Tenant duly exercises its Right of First Refusal and thereafter defaults in entering into the Contract or in closing pursuant to the terms of the Contract, and provided Landlord is not in default of its obligations with respect thereto, then Tenant shall have no further Right of First Refusal during the remaining term of this Lease and Landlord shall keep all deposits made pursuant to the Contract as liquidated damages as its sole remedy and neither party shall have any further claim against the other with respect to the Contract. In the event Landlord defaults in any of its obligations under this Article XIII, including furnishing the ROFR Notice, entering into the Contract and performing its obligations thereunder, and provided Tenant is not in default of its obligations hereunder, Tenant shall have the option of terminating this Lease or bringing an action for specific performance. Landlord and Tenant further recognize and acknowledge that there is no adequate remedy at law for a breach by Landlord of its obligations hereunder and that specific performance is an appropriate and available remedy to Tenant for a Landlord default hereunder.

(j) Survival of Right of First Refusal. In the event that Tenant fails to exercise its Right of First Refusal within the period herein required, then Landlord shall be free to sell Landlord's fee interest in the Leased Premises, or portion thereof subject to the Offer, to the offeree and upon the same terms and conditions as set forth in the Offer and subject always to Tenant's continuing rights hereunder; provided that if the closing and transfer of title to the offeree pursuant to the terms and conditions of the Offer does not occur within six (6) months from the expiration of the period within which Tenant could have exercised its Right of First Refusal, the terms of this Article XIII shall again apply and Landlord will again comply therewith. If any Offer relates to less than all of the Landlord's fee interest in the Leased Premises, Tenant's Right of First

Refusal shall continue and be applicable with respect to any and all remaining portions of the Landlord's fee interest in the Leased Premises.

(k) Survival of Lease. This Lease and the Tenant's rights hereunder shall survive any transfer by Landlord of Landlord's fee interest in the Leased Premises.

ARTICLE XIV. Concluding Provisions

Section 14.1 - Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by a further agreement in writing, fully executed by each of the parties hereto.

Section 14.2 - Brokerage. The Landlord and the Tenant hereby represent and agree that they have neither communicated nor dealt with any real estate broker or agent in connection with the Leased Premises or the transaction contemplated herein. The Landlord and the Tenant agree that if either has communicated or dealt with any other real estate broker or agent who makes a claim for commission in connection with this transaction, then the party so communicating or dealing shall indemnify and hold the other party harmless against any costs or expenses, including the cost of defense, resulting from any such claim.

Section 14.3 - Joint Effort. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

Section 14.4 - Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

Section 14.5 - Notice. Any notice, demand, offer or other written instrument ("Notice") required or permitted to be given, made or sent under this Lease shall be in writing, signed by or on behalf of the party giving such Notice and shall be hand delivered or sent, postage prepaid, by Federal Express or similar overnight delivery, or by Registered or Certified Mail, Return Receipt Requested, addressed to the Landlord Notice Information or Tenant Notice Information, as applicable, that appears on the first page of this Agreement.

Any Notice to be given to the estate of any deceased or incompetent person shall be addressed to the personal representative of such deceased or incompetent person at the address of such representative or, if there is no personal representative, to the estate of the deceased or incompetent person at the address set forth in this Section.

Either party may change its address set forth in this Section by giving Notice to the other party, and if applicable, to the holder of any leasehold mortgage, in accordance with this Section.

Notice shall be effective upon hand delivery or, if by registered or certified mail or Federal Express or similar overnight delivery, the date of receipt or rejection evidenced on the return receipt.

Section 14.6 - Arbitration. In the event of any dispute concerning the condemnation award proceeds pursuant to Article VIII among or between any party bound by the terms of this Agreement, such dispute shall be settled by arbitration at the local office of the American Arbitration Association in accordance with the rules of the American Arbitration Association as then existing, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

Section 14.7 - Notice of Lease. This Lease shall not be recorded, but a memorandum of lease (the "Memorandum") conforming to the requirements of the law of the Project State identified on the first page of this Agreement shall be recorded. All governmental charges attributable to the execution or recording of this Memorandum shall be paid by the party requiring the recording of the Memorandum.

Section 14.8 - Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Section 14.9 - Partial Invalidity. The invalidity of one or more of the phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated. If any portion of this Agreement may be interpreted in two or more ways, one of which would render the portion invalid or inconsistent with the rest of this Agreement, it shall be interpreted to render such portion valid or consistent.

Section 14.10 - Transmittal of Lease. This Lease is transmitted for examination only and does not constitute an offer to lease, and this Lease shall become effective only upon the execution and unconditional delivery thereof by both parties hereto.

Section 14.11 - Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut without regard to any choice of law or conflict of law principles.

Section 14.12 - Successors. This Agreement shall be binding upon and inure to the benefit of the parties and to their respective heirs, personal representatives, successors and assigns.

Section 14.13 - Force Majeure. Except as otherwise specifically provided elsewhere in this Lease, in any case where either party is required to do any act (other than Tenant's obligation to pay Basic Rent), the time for such performance shall be extended by the period of delays caused by fire or other casualty, government regulations, adverse weather conditions, acts of god, terrorism or other causes beyond the reasonable control of such party, and not the result of the fault or negligence of the affected party and such event or circumstance could not have been prevented or overcome by such party through the exercise of due diligence.

Section 14.14 - Entire Agreement. This Agreement contains the entire understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained in this Agreement.

Section 14.15 - Effective Date. This Agreement shall be effective between the parties as of the date this Agreement is executed by both Landlord and Tenant.

Section 14.16 - Confidentiality. Landlord and Tenant agree that they and their respective agents and employees will keep the provisions of this Lease in confidence and shall not publish or disclose any of the terms and provisions hereof at any time during the Lease Term. The restrictions contained in this Section shall not apply to disclosures which are required to be made by Landlord or Tenant by law, in connection with litigation, to prospective purchasers, assignees, subtenants, mortgagees, investors, title companies or to their respective accountants, affiliated entities, attorneys and financial institutions.

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EXHIBIT D
LEASED PREMISES

Site Address: 270 Preston Road, Terryville, CT 06786 (Parcel ID: 021-012-013E-1)

Aerial View:



The “Leased Premises” consists of that certain portion of that certain parcel of land located at the Site Address outlined in red above, necessary for the placement of the Solar Array described herein, containing approximately seven (7) acres of land, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto and any right, title and interest of the Landlord in and to any land lying in the bed of any street, road or highway to the center line thereof in front of or adjoining said parcel area, and shall include additional reasonable areas necessary and appropriate for purposes of interconnection of the solar array to the electrical infrastructure of the local electric utility. A running description of the Leased Premises will be substituted upon the completion of engineering and final system design.

EXHIBIT E
MEMORANDUM OF COMMENCEMENT DATE AND LEASE TERM

This Memorandum of Commencement Date and Lease Term is by and between [_____, _____], a [STATE] [ENTITY TYPE] with an address of [_____, _____, _____] (“Landlord”) and **VCP Realty, LLC**, a Connecticut limited liability company with an address of 150 Trumbull Street, 4th Floor, Hartford, CT 06103 (“Tenant”).

STATEMENT OF FACTS

A. On _____, 20____, Landlord and Tenant entered into a Lease Agreement for that certain [*insert descriptor, i.e. piece of land, rooftop, etc.*] known as _____, _____ containing approximately _____ [*acres of land, square feet, etc.*] (the “Lease”).

B. Pursuant to Section 1.2 of the Lease, the Landlord and Tenant agreed to execute a memorandum setting forth the Commencement Date and Lease Term.

IT IS AGREED:

1. The Landlord and Tenant agree that the Commencement Date of the Lease is _____, 20____; and that the Initial Term of the Lease shall expire on _____, 20____.

2. Except for the matters set forth herein, the Lease shall be unmodified and remain in full force and effect.

Signed this _____ day of _____, 20____.

Witnessed by:

LANDLORD:

Print Name:

By _____

Its _____, duly authorized

Print Name:

TENANT:
VCP Realty, LLC

Print Name:

By _____

Its _____, duly authorized

Print Name:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____, a member of _____, a
_____, on behalf of the _____.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

STATE OF CONNECTICUT)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____, an Authorized Person of VCP Realty, LLC, a Connecticut limited
liability company, on behalf of the limited liability company.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

EXHIBIT F
LIST OF DUE DILIGENCE MATERIALS

1. Copies of all maintenance and service contracts, all service or supply contracts and any other contracts or agreements related to the Premises, construction projects or repairs in process;
2. Access to copies of all available licenses, permits, maps, approvals, conditions and restrictions with respect to the Premises;
3. Details of all building, health and safety violations, if any within the last three (3) years and a list of all pending or threatened litigation;
4. Copies of the most recent property tax bill, sewer bill, and water bill;
5. Copies of any environmental or engineering reports; and
6. Copies of any existing title insurance policies and surveys.

EXHIBIT G
TITLE ENCUMBRANCES

[To be populated by Landlord.]

EXHIBIT H
FORM OF SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS AGREEMENT made as of this ____ day of _____, 20__, by and between _____, whose business address is _____, hereinafter referred to as "**Tenant**", and _____, whose address is _____, hereinafter referred to as "**Mortgagee**".

Reference is made to that certain lease (hereinafter referred to as the "**Lease**") dated _____, 20__, from _____, as Landlord ("**Landlord**"), to Tenant, as tenant of premises at _____, more fully described therein.

Reference is further made to a certain mortgage dated _____, 20__, now held by Mortgagee, as heretofore amended and extended (the "**Mortgage**"), covering the property demised by the Lease, the Mortgage having been recorded in _____.

Tenant and Mortgagee hereby agree as follows:

1. The Lease and the rights of Tenant thereunder are hereby subordinated and shall be and remain subordinated to the Mortgage and the lien thereof, and to any and all extensions, replacements, modifications, consolidations, spreaders and extensions thereof.

2. Mortgagee hereby consents to the Lease and agrees that:

(a) notwithstanding the Mortgage and the lien thereof, or any extension, modification, consolidation, spreader or extension thereof, or any other restriction, lien, encumbrance, right, title or interest now or hereafter held by Mortgagee, or any default, expiration, termination, foreclosure, sale entry or other act or omission under, pursuant to or affecting any of the foregoing, Tenant shall not be disturbed in peaceful enjoyment of the Premises or any rights, privileges and benefits under the Lease terminated or canceled at any time, except in the event Landlord shall have the right to terminate the Lease under the terms and provisions expressly set forth therein.

(b) in the event Mortgagee should succeed to Landlord's rights, title and interest as Landlord under the Lease, Mortgagee will perform, fulfill and observe all of Landlord's representations, warranties and agreements set forth in the Lease while it is Landlord thereunder.

3. In the event of a foreclosure of the Mortgage, Tenant agrees to attorn to and recognize the purchaser at the foreclosure sale as Landlord under the Lease for the balance of the then remaining term of the Lease subject to all of the terms and provisions of the Lease.

4. The agreements contained herein shall bind and inure to the benefit of the successors and assigns in interest of the parties hereto, and, without limitation of the foregoing generality, the agreements of Mortgagee herein shall specifically be binding upon any purchaser or successor of said property at a sale foreclosing said Mortgage or in lieu of such foreclosure.

5. If the loan made by Mortgagee is secured by a deed of trust or security deed rather than a mortgage, all reference herein to Mortgage shall be construed as referred to such other type of security interest.

IN WITNESS WHEREOF, the parties hereof have caused the execution hereof as of the day and year first above written.

Attest: _____

By: _____

Vice President

Attest: _____

MORTGAGEE:

By: _____

RETURN TO:

*Peter Tonn
258 Preston Rd
Terryville, CT 06786*



Doc ID: 001879180001 Type: PROBATE
Book 500 Page 797
File# 2022-00001250

CERTIFICATE OF DEVISE,
DESCENT OR DISTRIBUTION
PC-250 REV. 1/22

STATE OF CONNECTICUT
COURT OF PROBATE

COURT OF PROBATE, Farmington Regional Probate DISTRICT NO. PD10

ESTATE OF

DATE OF DEATH

Arlene Tonn (21-00312)

May 26, 2021

,deceased

Pursuant to C.G.S. section 45a-450, this certifies that as appears in the records of this court, the deceased died on the date stated above, and all of the decedent's right, title and interest in the following real property is devised, distributed, set out, divided or descends to the following persons or entities in the following shares: [List name, address and share of each distributee. Identify real property to be distributed.]

Peter Tonn of 258 Preston Rd. in Terryville, CT 06786 to receive all rights and interest in 270 Preston Rd. in Terryville, CT 06786 located in Vol/Pg 221/523 in the Plymouth land records.

For a more particular description, reference should be made to the records of the Probate Court.

Dated on June 14, 2022.

Evelyn M. Daly, Judge



Certified True Copy

Judge/Clerk

FOR COURT USE ONLY

Sent to: MARK ZIOGAS

Date sent: June 14, 2022

Note to fiduciary: Record this certificate with the town clerk for each town or city in which the real property is located.

Received for Record at Plymouth, CT
On 07/05/2022 At 1:00:00 pm

Erica Calija