

LEASE AGREEMENT

This Lease Agreement (“Lease Agreement” or “Agreement” or “Lease”) is made and dated as of this 16th day of October 2023 (the “Effective Date”) by and between JOHN S. GADBOIS II and DARIA-LAUREN GADBOIS (“Landowner”) and SILVER BROOK SOLAR, LLC, a Connecticut limited liability company (“Lessee”).

1. Basic Provisions. The following terms used in this Lease have the meanings set forth below:

1.1	“Property” “Project Premises”	<p><u>Property</u>: That certain piece or parcel of real property located at 40 Old Colchester Road (Map Block Lot: 12-009-000), Salem, Connecticut consisting of approximately 18.46 acres all being more particularly described and depicted in <u>Exhibit A</u> attached hereto and made a part hereof.</p> <p><u>Project Premises and Final Site Plan</u>: That certain portion of the Property where the Solar Energy Project, defined below, shall be located, shown, and depicted on <u>Exhibit B</u> attached hereto and made a part hereof, subject to the provisions of Section 3.2.1.1.</p>
1.2	"Development Period"	The period of time commencing on the Effective Date and expiring on the first to occur of (i) 365 days after the Effective Date or 365 days after each extension of such period, if any, if duly elected per <u>Section 4.1</u> , or (ii) the Commercial Operation Date defined in <u>Section 1.7</u> .
1.3	"Development Period Payment"	A payment in the amount of (i) _____ for all or any portion of the initial 365 days of the Development Period, (ii) _____ for all or any portion of the First Extension of the Development Period, if elected, and (iii) _____ for all or any portion of the Second Extension of the Development Period, if elected, and other considerations, as further described in and payable under <u>Section 5.1</u> .
1.4	“Solar Energy Project”	The solar energy generation facility at the Property with an installed solar capacity of up to 1.999 MWac on the Project Premises, along with solar energy transmission and storage and all ancillary rights, activities, and facilities needed for all investigation, construction, access, operation, maintenance, and decommissioning thereof, including, without limitation the Solar Energy Purposes and the Solar Energy Project described in <u>Section 3</u> .

1.5	“Operating Fees”	<u>Operating Fees</u> : The annual amount of _____ per MWdc of the Solar Energy Project, increased annually by one percent (1%), that is payable annually per the terms and conditions of <u>Section 5.2</u> .
1.6	“Term” “Initial Term” “Renewal Term”	<p><u>Term</u>: The Development Period, Initial Term, and any duly elected Renewal Term(s).</p> <p><u>Initial Term</u>: The twenty-year (20-year) period commencing upon the Commercial Operation Date defined below.</p> <p><u>Renewal Term</u>: Each of up to two (2) terms of five (5) years each that Lessee may elect per the terms and conditions of <u>Section 4.2</u>, each of which shall commence on the day following the expiration of the Initial Term or prior duly elected Renewal Term, as the case may be.</p>
1.7	“Commercial Operation” and “Commercial Operation Date”	<p><u>Commercial Operation</u>: Satisfaction of all of the following milestones: (i) all necessary licenses, permits, and approvals under applicable law for the installation and operation of the Solar Energy Project have been obtained, (ii) the Solar Energy Project has been installed per applicable law and are connected to the utility distribution system, (iii) the Solar Energy Project is ready and able to generate, supply and transmit electricity to and through the utility distribution system continuously, (iv) all related facilities and rights, if any, have been completed or obtained to allow regular, daily operation of the Solar Energy Project, and (v) the local electric distribution utility has approved interconnection with its distribution system to allow regular, daily operation of the Solar Energy Project.</p> <p><u>Commercial Operation Date</u>: The date on which the Solar Energy Project receives the permission to operate (“PTO”) letter from the local electric distribution company.</p>

2. **Lease and Confirmation.** For good and valuable consideration, the receipt and sufficiency of which are now acknowledged by Landowner, Landowner now leases to Lessee, and Lessee now leases from Landowner, the Project Premises together with and including all appurtenant rights, easements and other rights and privileges set forth herein in and to the Property.

3. **Purpose of Lease; Permitted Uses; Additional Provisions.**

3.1 **Purpose of Lease.** The agreement created by this Lease is solely to investigate the feasibility of, developing, constructing, operating, and maintaining the Solar Energy Project, including, without limitation, solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting and transmitting the electrical power converted from solar energy, storage of energy, and all other ancillary activities and necessary rights related to the foregoing (said purposes being referred to herein as the “Solar Energy Purposes”).

3.2 Permitted Uses of Property and Project Premises by Lessee.

Commencing on the Effective Date, Landowner grants to Lessee, under the terms and conditions of this Lease, the exclusive rights to do the following, without limitation, on, in, over, under, to, and through the Property and the Project Premises all at Lessee's sole cost and expense:

3.2.1 Perform such inspections and investigations on, of and throughout the Property, including bringing measuring and other such equipment onto the Property for Lessee's use in performing such inspections and investigations, as Lessee deems necessary for evaluating the suitability of the Property for the Solar Energy Project, including, without limitation, (i) performing studies of solar intensity, environmental, archaeological, meteorological and geologic conditions, (ii) determining and evaluating zoning and title conditions and restrictions, (iii) extracting water and soil samples, conducting soil borings and establishing monitoring wells, (iv) performing geotechnical tests, and (v) conducting or ordering such other tests, studies, inspections, surveys and analysis of and throughout the Property, as Lessee deems necessary, useful, or appropriate, in its sole discretion, for the Solar Energy Purposes (all of said activities and inquiries are collectively referred to herein as the "Investigations").

3.2.1.1 Identification of Solar Energy Project Location (Final Site Plan). Based on its Investigations and other factors, Lessee shall determine the location on the Property that it deems necessary and most feasible and optimal for the Solar Energy Project to be shown in the Final Site Plan, provided that the Solar Energy Project (defined below) shall be within the Project Premises shown in Exhibit B attached hereto and made a part hereof (except that the Interconnection Facilities defined below are permitted on the Property outside of the Project Premises, as described in Sections 3.2.2(c) and 3.3, below). Lessee and Landowner acknowledge and agree that except as otherwise provided in this Lease, Landowner shall approve the Final Site Plan. Lessee has no rights to locate the Solar Energy Project elsewhere on the Property without Landowner's prior written consent and approval. **Lessee shall order at Lessee's sole expense a property survey that will designate the boundaries of the Project Premises. Lessee and Landowner shall after that enter and execute a written addendum to this Lease, as well as a memorandum of such addendum to be recorded on the land records, to specify the legal description of the Project Premises as shown in the Final Site Plan subject to this Lease based on said survey.**

3.2.2 Develop, construct, erect, install, access, operate, use, maintain, repair, reinstall, replace, relocate, reconstruct, and remove from time to time, the Solar Energy Project as defined in subsections (a) through (d) of this Section 3.2.2 as follows (collectively referred to herein as the "Solar Energy Project"), and perform all site preparation and clearing determined by Lessee to be necessary or desirable, therefore:

(a) Meteorological and solar irradiation measuring equipment, including but not limited to all necessary and proper appliances and fixtures for use in connection with said equipment, to determine the feasibility of solar energy conversion;

(b) Solar panels or modules, steel towers, foundations, and concrete pads, support structures, footings, anchors, fences, inverters, pad-mounted transformers and other fixtures, facilities and equipment, maintenance, security, office and guest facilities, staging areas for the assembly of equipment, power generation facilities to be operated in conjunction with large

solar panel or module installations, energy storage facilities and equipment, control buildings, laydown areas, and related facilities and equipment;

(c) Equipment and facilities required or reasonably necessary or useful for the gathering and transmission of electrical energy, for an electric distribution system and/or for communication purposes (excepting cell phone towers which shall not be permitted), including, without limitation, electrical wires, cables, poles, guys, braces, conduits, transformers, transformer pads, pedestals, meters, fixtures and other such appurtenances, any of which may be placed overhead on included appurtenant support structures, existing or to be installed, or underground, and one or more substations or interconnection or switching facilities (all such equipment and facilities in this subsection being collectively, the “Interconnection Facilities”), from, with and through which Lessee may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, which interconnection shall be via rights of way on, above, along, in, under and through the Property as described in Section 3.3; and

(d) Any other improvements, including roads, facilities, machinery, and equipment that Lessee determines are necessary, useful, or appropriate to accomplish any of the previous.

3.3 Ingress and Egress; Interconnection Rights. This Lease includes and Landowner now grants to Lessee:

(a) Ingress and Egress: The rights of ingress to and egress from the Solar Energy Project, over and across the Property utilizing any existing roads and lanes thereon or appurtenant to it, and by such other route or routes as Lessee may construct on the Property from time to time to access the Solar Energy Project, provided, however, that Landowner’s prior written consent shall be required for any such routes to be located outside of the Project Premises, and

(b) Interconnection Rights: All rights, rights of way, licenses, easements or partial assignments of easements (collectively, “Interconnection Rights”) on, above, along, in, under and through the Property, including, without limitation, the rights of access, ingress and egress and to construct, install, operate and maintain any Interconnection Facilities, as may be required by a utility company or another purchaser of electrical energy to interconnect the Solar Energy Project to an electrical energy transmission or distribution system, together with rights to grant such Interconnection Rights to any such utility company or purchaser on such terms and conditions as Lessee or any such utility company or purchaser may require in its or their sole discretion. Landowner acknowledges that the Interconnection Rights are necessary for the achievement of Commercial Operation and agrees, if and as required by Lessee or by such utility company or purchaser, to execute and deliver appropriate documentation as Lessee or such utility company or purchaser may need for Landowner to grant or consent to the granting of the Interconnection Rights, and to obtain any releases or subordinations required, therefore, provided that Landowner shall not unreasonably withhold, condition or delay any of the same.

3.4 Perimeter Fence. During the Term of this Lease, Lessee shall be required to erect and maintain a perimeter fence around the Solar Energy Project per local municipal code.

3.5 Survival of Covenants. The covenants, conditions, rights, and restrictions in favor of Lessee under this Lease and Lessee's reliance on and benefit from those covenants, conditions, rights, and restrictions may be a portion of a larger solar energy project that will from time to time share structural and transmission components, ingress and egress, utility access, and other support with the Solar Energy Project located on the Property; accordingly, the covenants, conditions, rights and restrictions in favor of Lessee under this Lease shall not be deemed invalid or inoperative or otherwise be disregarded while any portion of the Solar Energy Project on the Property is under development, being replaced, operational, or non-operational.

3.6 Grant of Solar Easement. Landowner recognizes that the economic viability of the Solar Energy Project for Lessee depends on Landowner taking all necessary steps throughout the Term to ensure that Landowner's use of all nearby property and improvements now owned or hereafter owned or acquired by Landowner, does not, directly, or indirectly, block, interfere with or otherwise impede the maximum access of the Solar Energy Project to sunlight. Landowner now grants Lessee an exclusive easement and right to capture, use and convert sunlight and related solar resources on an unobstructed basis over and across the Property. Any obstruction to the receipt of and access to sunlight throughout the entire area of the Property is prohibited. Landowner grants to Lessee an easement and right on the Property to prevent measurable diminishment in output due to obstruction of the sunlight across the Property, including but not limited to an easement right to trim and remove all trees (whether natural or cultivated), brush, vegetation and fire, and electrical hazards now or hereafter existing on the Property which is likely to obstruct the receipt of or access to sunlight throughout the Property or interfere with or endanger the Solar Energy Projector Lessee's operations, and dispose of such items in its sole discretion. Landowner shall maintain its Property and property it now or hereafter owns adjacent to the Property in good condition and state of repair to avoid interference with Lessee's use of the Property and the Solar Energy Project. Landowner shall not (a) construct or permit to be constructed structures, or (b) plant or permit to be planted trees or other vegetation adjacent to the Property that will impede solar access to Solar Energy Project. Landowner covenants and agrees with Lessee not to conduct activities on, in, or about the Property or adjacent property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affect, the Solar Energy Project. Any obstruction to the free flow of the solar irradiation by Landowner or persons other than Lessee or a Tenant, Transferee, Assignee (as defined in Section 10.1) of Lessee or persons claiming through or under Lessee or its Tenant or Assignee is prohibited throughout the entire area of the Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Solar Energy Project are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property. Unless otherwise provided by Lessee to Landowner in writing, trees, structures, and improvements located on the Property, other than on the Project Premises, as of the Effective Date shall be allowed to remain in their current state, and Lessee may not require their removal unless otherwise provided herein. Landowner may not place or plant any trees, structures, or improvements exceeding ten feet in height or likely to exceed fifteen feet in height on the Property after the date of this Lease which may, in Lessee's sole

judgment, impede or interfere with the solar irradiation to the Solar Energy Project, unless Landowner has received prior written approval from Lessee for any such trees, structures or improvements. So long as Landowner is not otherwise in default under this Lease, Lessee agrees not to unreasonably withhold or delay its approval for those structures or improvements Landowner proposes to place or construct on that portion of the Property not occupied by the Solar Energy Project. The provisions of this Section 3.6 shall survive the termination of this Lease for the full Term hereof.

4. Term: Development Period; Initial Term; Renewal Terms. The Term of this Lease shall consist of the Development Period, the Initial Term, and any duly elected Renewal Terms.

4.1 Development Period. Lessee shall have the right in its sole discretion to elect to extend the Development Period by up to two (2) extensions of 365 days each by providing written notice under Section 13.5 within thirty (30) business days after expiration of the Initial Development Period or any duly elected extension thereof. If so elected, the first such extension (hereinafter, "First Extension") shall commence or be deemed to have started on the first day following the expiration of the initial 365 days of the Development Period. If so elected, the second such extension (hereinafter, "Second Extension") shall commence or be deemed to have started on the first day following the expiration of the First Extension. During the Development Period and any duly elected extension thereof, (i) Landowner shall permit Lessee and its authorized agents and representatives unlimited access to enter upon the Property at reasonable times to conduct or obtain data and information for the Investigations defined in Section 3.2.1 hereof, and Lessee shall notify Landowner of its intention, or the intention of its agents or representatives, to enter the Landowner's Property before such intended entry, and (ii) Lessee shall provide Landowner with a quarterly confidential summary project report, beginning with the first quarter anniversary after the Effective Date. Lessee shall bear the cost of all Investigations. As described in Section 10.3(C) of this Agreement, Lessee may terminate this Agreement during the Development Period (including any extensions thereof) for any reason or no reason at all in its sole and absolute discretion (including but not limited to failure to obtain any required or necessary utility interconnection agreement(s) or any renewable energy credits) upon thirty (30) days written notice to Landowner. Upon any such termination, Lessee shall have no further obligations whatsoever under this Lease Agreement.

4.2 Initial Term; Renewal Terms. Lessee shall notify Landowner in writing no later than fifteen (15) business days following achievement of the Commercial Operation Date. During the Initial Term, Lessee and any Tenant or Assignee (as defined in Section 10.1) may in their sole discretion elect to extend this Lease for up to two (2) Renewal Terms of five (5) years each, to commence upon the expiration of the Initial Term. During any duly elected Renewal Term, Lessee and any Tenant or Assignee (as defined in Section 10.1) may elect to further extend this Lease by one or more of any then remaining Renewal Terms. All duly elected Renewal Terms shall be on the same terms and conditions as this Lease, except that the number of Renewal Terms shall be deemed reduced by the number of Renewal Term elections previously duly exercised or expired. Lessee and any Tenant or Assignee may, in their sole discretion, exercise its or their election to extend the Initial Term or a Renewal Term by providing written notice to Landowner no later than thirty (30) days before the expiration of the then-current Initial Term or Renewal Term. Such notice shall indicate that it elects to extend this Lease for a Renewal Term commencing

upon the expiration of the then-current Initial Term or Renewal Term. Concerning the Initial Term and each Renewal Term of this Lease, Landowner and Lessee shall execute in recordable form. Lessee shall then record a memorandum of Lease evidencing the extension, satisfactory in form and substance to Lessee.

5. **Payments.** Lessee shall pay Landowner the following amounts.

5.1 **Development Period Payments.**

5.2 **Operating Fees (Annual Payments).**

6. **Ownership of Solar Energy Project.** Landowner shall have no ownership or any other interest (including any security interest) in any Solar Energy Project or any environmental attributes produced therefrom, including without limitation all credits, benefits, emissions reductions, offsets, and allowances of any kind, howsoever entitled, attributable to the Solar Energy Project or the electric energy, capacity or other generator-based products produced therefrom. The manner of operation of the Solar Energy Project, including but not limited to decisions on when to conduct maintenance, is within the sole discretion of Lessee.

7. **Taxes.**

8. **Lessee's Representations, Warranties, and Consents.** Lessee now represents, warrants, and covenants to Landowner as follows:

8.1 **Final Design Plan.** Lessee shall review the proposed Final Site Plan with the Landowner. Lessee has the right in its sole and absolute discretion to make all development, design, and siting decisions for the Solar Energy Project subject to the Landowner's final approval. Lessee shall post the access roads it constructs going to the Solar Energy Project as private roads

only for use by authorized personnel in connection with the Solar Energy Project. Landowner may use or cross such roads only to the extent that Landowner does not interfere with Lessee's rights under this Lease.

8.2 Insurance. Lessee shall, at its expense, maintain a commercial general liability insurance policy insuring Lessee and Landowner against loss or liability caused by Lessee's occupation and use of the Property under this Lease, in an amount not less than of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. The amounts of coverage shall adjust every five years for inflation. All annual certificates of insurance shall name the Landowner as additional insured with notice of the renewal date and cancellation or nonrenewal and shall be provided to Landowner at Landowner's reasonable request. Lessee shall have the right to use a qualified program of self-insurance to meet the insurance requirements.

8.3 Intentionally Left Blank.

8.4 Indemnity. Lessee and Landowner (each referred to in this section as a "Party" and collectively as the "Parties") shall each indemnify, defend and hold harmless the other Party and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors (referred to herein with their relevant Party as "Indemnified" or "Indemnifying" "Party" or "Parties") from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments ("Losses"), incurred by or on behalf of any of the foregoing Indemnified Parties in connection with or arising from any claim by a third party (i) for physical damage to or physical destruction of property, or death of or bodily injury to any person, but only to the extent caused by the negligence or willful misconduct of the Indemnifying Party, the Indemnifying Party's employees acting within the scope of their employment, and any other person for whom or which the Indemnifying Party is legally liable, or (ii) based on any material breach by the Indemnifying Party of this Lease. Landowner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to the Solar Energy Project or the risk that the Solar Energy Project will cause damage, injury, or death to people, livestock, other animals, and property, including without limitation, fencing around the perimeter of the Solar Energy Project as Lessee may deem necessary or appropriate to secure or enclose the same.

8.5 Requirement of Governmental Agencies. Lessee, 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 Energy Project. In its sole discretion and through appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Landowner where applicable or required, Lessee shall have the right to contest the validity or applicability to the Property or Solar Energy Project of any law, ordinance, statute, order, regulation, property assessment, tax or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Landowner shall cooperate in every reasonable way in such contest, provided Lessee reimburses Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance. Any such contest or proceeding, including any maintained in the name of Landowner, shall be controlled and directed by Lessee. Still, Lessee shall protect Landowner from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation, or property assessment.

8.6 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Lessee's use of the Property under this Lease; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within ninety (90) days after it receives notice of the filing of such lien, remove or bond around such lien under applicable law.

8.7 Hazardous Materials. Lessee shall not violate and shall indemnify Landowner against any violation by Lessee or Lessee's agents or contractors of any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, or transportation of Hazardous Materials on or under the Property. Notwithstanding the foregoing, Lessee shall not be responsible for any existing matters arising in connection to Environmental Laws relating to the Property, except to the extent the need for compliance, therefore, arises out of the release by Lessee of any Hazardous Materials brought on or about the Property by Lessee or an agent of Lessee. The term Hazardous Materials shall mean any substance, material, waste, gas, or particulate matter that is regulated by any local governmental authority, the state in which the Property is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" under Section 311 of the Clean Water Act, 33 USC. Sections 1251 et seq. (33 USC Section 1317), (vii) defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act, 42 USC. Sections 6901 et seq. (42 USC Section 6903), or (viii) defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC. Sections 9601 et seq. (42 USC Section 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.

9. **Landowner's Representations, Warranties, and Covenants.** Landowner now represents, warrants, and covenants to Lessee as follows:

9.1 **Landowner's Authority.** Landowner is the sole owner of and has fee simple title to the Property free and clear of all liens, encumbrances, and restrictions of every kind (except as reported as exceptions on the approved pro forma title insurance policy obtained by Lessee) and has the unrestricted right, power, and authority to execute this Lease and to grant to Lessee the rights granted hereunder, without the consent of any additional party or parties. No rights to convert the solar resources of the Property or otherwise use the Property for solar energy purposes have been granted to or are held by any persons or entities other than Lessee. Each person signing this Lease on behalf of Landowner is authorized to do so. All persons having any ownership of a possessory interest in the Property (including spouses) are also signing this Lease as Landowner. When signed by Landowner, this Lease constitutes a valid and binding Lease enforceable against Landowner per its terms.

9.2 **No Interference.** Landowner's activities and any grant of rights Landowner make to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Solar Energy Project; (ii) the flow of solar irradiation to, on, and over the Property; (iii) access over the Property to the Solar Energy Project; or (iv) the undertaking of any other activities of Lessee permitted under this Lease. In no event during the Term of this Lease shall Landowner construct, build or locate or allow others to construct, build or locate any solar energy conversion system or similar project on the Property. Landowner may continue to use the property for agricultural purposes during the development period until the start of construction. Lessee will provide in writing an estimated construction start date at least 365 days from said start date.

9.3 **Title Review and Cooperation.** Landowner shall cooperate with Lessee to obtain non-disturbance, subordination, attornment, and any other title curative consents, agreements, releases, or instruments from any person with a lien, encumbrance, mortgage, Lease, or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Lessee under this Lease, including, without limitation, the Interconnection Rights. If Lessee and Landowner are unable to obtain such curative consents, agreements, releases, or instruments from any third party holding an interest in the Property, Lessee, and any Assignee or Tenant, in addition to any other rights provided for herein, shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to such third party and may offset the amount of such payments from amounts due Landowner under this Lease. Landowner shall also provide Lessee with any further assurances and shall execute any estoppel certificates, consents to assignments, subordination, nondisturbance, and attornment agreement or additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Lessee.

9.4 **Requirements of Governmental Agencies/Lenders.** Landowner shall assist and fully cooperate with Lessee in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews, conservation easements required by the Connecticut Department of Energy and Environmental Protection, or any other approvals required or deemed desirable by Lessee in

connection with the Solar Energy Project, including, without limitation, the development, financing, construction, installation, use, repair, replacement, relocation, maintenance, operation or removal of Solar Energy Project, including the execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Lessee shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expenses in advance. Landowner shall make available to Lessee copies of all field tiling surveys, environmental, geotechnical, and other site assessments, surveys, plans, and other such records of Landowner to the extent such information relates to the Solar Energy Project or the proposed Solar Energy Project. Landowner shall not be required under this Lease to place any restriction(s) on adjoining parcels or adjoining land not included within the Property.

9.5 Evidencing Interconnection Rights. Landowner shall cooperate with Lessee in obtaining, granting, and consenting to the establishment of the Interconnection Rights of Lessee or any utility company or purchaser of electrical energy, including obtaining, executing, and delivering documentation, therefore, as described in Section 3.3(b).

9.6 Hazardous Materials. Landowner represents and warrants that, to the best of Landowner's knowledge, (i) the Property has not been used for the use, manufacturing, storage, discharge, release, or disposal of Hazardous Materials (as defined above), (ii) neither the Property nor any part thereof is in breach of any Environmental Laws (as defined above), (iii) there are no underground storage tanks used for petroleum or any other substance or underground piping or conduits located on or under the Property, (iv) the Property is free of any Hazardous Materials that would require a response or remedial action under any applicable Environmental Laws or any existing common law theory based on nuisance or strict liability and (v) there have been no releases of or contamination by Hazardous Materials on the Property. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the Term of this Lease (collectively, a "Breach"). Suppose such Breach gives rise to or results in a determination or adjudication of liability by a court or any administrative agency (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability or causes a significant effect on public health. In that case, the Landowner shall promptly take any remedial and removal action as required by law to clean up the Property and mitigate exposure to liability arising from and keep the Property free of any lien imposed under any Environmental Laws as a result of such Breach. Landowner represents and warrants to Lessee that Landowner has received no notice that the Property or any part thereof is, and, to the best of its knowledge and belief, no part of, the Property is located within, an area that the Federal Emergency Management Agency has designated, the Army Corps of Engineers, or any other governmental body as being subject to special hazards, including floodplains. The covenants of this Section shall survive and be enforceable. They shall continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors, and assigns and shall survive the Term of this Lease. Landowner has provided Lessee with all environmental studies, records, and reports in its possession or control conducted by independent contractors or Landowner and all correspondence with any public or quasi-public authority having jurisdiction concerning environmental conditions of the Property, or which identify underground storage tanks or otherwise relate to contamination of the soil or groundwater of the Property or effluent into the air. Landowner agrees to indemnify, defend, and hold harmless Lessee, its officers, partners, agents, lenders, contractors, successors, and assigns from and against any and

all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties, and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, to the extent any such items (a) arise out of the release of any Hazardous Materials on or about the Property except those brought on the Property by Lessee or Lessee's employees, contractors, agents, successors, or assigns or third parties acting at the direction of the same, or (b) arise out of any Breach of this Lease by Landowner, or (c) arose prior to or during the Term of this Lease and that failed to comply with the Environmental Laws then in effect.

9.7 Quiet Enjoyment. Landowner covenants and warrants that Lessee shall peacefully hold and enjoy all the rights granted by this Lease for its entire Term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, though, under, or superior to Landowner, subject to the terms of this Lease.

9.8 Condemnation, Foreclosure, Litigation. Landowner has not received notice of or been served with any pending or threatened litigation, condemnation, foreclosure, or deed in lieu thereof concerning any portion of the Property relating to or arising out of the ownership of the Property by any person, company, or governmental instrumentality. The Property has lawful and valid access to and from the Property via existing public rights of way. Pedestrian pathways, roads, sewer, electrical, other utility services, and all utilities which serve the Property enter the Property through adjoining public streets or, if they pass through an adjoining private tract, do so under valid public or private easements, which easement(s) shall be sufficient for and shall inure to the benefit of Lessee.

9.9 Offtake Programs. Landowner shall cooperate with Lessee in obtaining, granting, and consenting to any and all applications to the local electric distribution company for energy and/or renewables energy credits or both including signing and notarizing any required certifications or affidavits.

10. Assignment; Subleases; Default; Cure.

10.1 Assignees, Tenants, and Transferees. Lessee and any Assignee (as defined below) shall have the right, without need for Landowner's consent, to do any of the following, conditionally or unconditionally, concerning all or any portion of the Property to which Lessee has rights under this Lease: finance, mortgage and collaterally assign the Solar Energy Project; grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more Assignees or Tenants (as defined below); and sell, convey, Lease, assign, or transfer to one or more Assignees or Tenants this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Property or any or all of the Solar Energy Project that Lessee or any other party may now or hereafter install under this Lease. An "Assignee" is any of the following: (i) anyone or more parties involved in financing or refinancing of any Solar Energy Project, including, without limitation, any lender to or investor in Lessee or in any Solar Energy Project (provided, however, that any "Lender" with a "Mortgage," as those terms are defined and used in Section 11 and its subsections, shall also be entitled to the protections applicable to a Lender as described therein); (ii) any purchaser or lessee of any of the Solar Energy Project, or any purchaser of all or substantially all of the membership interests in Lessee or of all

or any portion of Lessee's interest in this Lease; (iii) a corporation, limited liability company, partnership or other entity now existing or hereafter organized in which Lessee, or any affiliate, owns (directly or indirectly) at least fifty-one percent (51%) of all outstanding shares of voting stock or ownership interests; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation or limited liability company; (v) a corporation, limited liability company, partnership or other entity that acquires all or substantially all of Lessee's or Lessee's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means; or (vi) any person who succeeds to the leasehold interest of Lessee as an assignee or sublessee. A "Tenant" is any person who succeeds to the leasehold interest of Lessee as an Assignee or to whom Lessee or an Assignee conveys a sublease. Lessee or an Assignee that has assigned an interest under this Section 10.1, or that has conveyed a sublease, will give notice of such assignment or sublease (including the address of the assignee or sublease thereof for notice purposes) to Landowner, provided that failure to provide such notice shall not constitute a default under this Lease but rather shall only have the effect of not binding Landowner concerning such assignment or sublease until such notice shall have been given.

10.2 Assignee/Tenant Obligations. No Assignee or Tenant which does not directly hold an interest in this Lease, and no Assignee or Tenant which holds an interest in or lien on or security interest in this Lease for security purposes, shall have any obligation or liability under this Lease before the time that such Assignee or Tenant directly holds an interest in this Lease or, in the case of an interest, lien or security interest for security purposes, the holder thereof succeeds to the absolute title to such interest, in this Lease. Any Assignee or Tenant shall be liable to perform obligations under this Lease only for and during the period such Assignee or Tenant directly holds such interest or absolute title. Any assignment permitted hereunder shall release the assignor from obligations accruing after the date that the Assignee or Tenant assumes liability.

10.3 Default/Notice of Defaults/Right to Cure Defaults/Right to New Lease/Right to Terminate.

(A) Landowner or Lessee shall be in default under this Lease if either party breaches any material provision hereof and said the breaching party does not cure breach within sixty (60) days of receipt of notice of the said breach from the non-breaching party or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not thereafter completed using diligent efforts. Upon the breaching party's failure to cure its breach within such time, as applicable, the non-breaching party shall have the right to terminate this Lease for default and pursue such remedies as may be available in law or equity.

(B) To prevent termination of this Lease or any partial interest therein, Lessee, or any Assignee or Tenant, shall have the right, but not the obligation, at any time before the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee, Tenant or Lessee hereunder or necessary to cure any default and to prevent the termination of this Lease. As a precondition to exercising any rights or remedies because of any alleged default by Lessee, an Assignee or a Tenant, Landowner shall give written notice of the default to each Assignee and each Tenant, concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. Each such Assignee and each such Tenant shall have the same amount of time to cure said default, as is given to Lessee

pursuant to this Lease, which cure period for each Assignee and each Tenant, shall commence running with the end of the cure period given to Lessee in this Lease. In the event of an uncured default by Lessee, or by an Assignee of Lessee's entire interest in this Lease, or in the event of a termination of this Lease by its terms, by Lessee, by operation of law or otherwise, each Assignee of a partial interest in this Lease, and each Tenant who is a sublessee of Lessee or an Assignee of Lessee, shall have the right to demand. Landowner shall grant and enter into a new lease, substantially identical to this Lease, by which such Assignee of a partial interest in the rights and interests under this Lease, or such Tenant by a sublease, shall be entitled to. Landowner shall not disturb, the continued use and enjoyment by such Tenant or Assignee of the Property, for the remainder of the entire Term of this Lease, as set forth in Section 4, or such shorter term as said Assignee or Tenant may otherwise be entitled under its assignment or sublease. Further, in the event of an uncured default by Lessee or by an Assignee of Lessee's entire interest in this Lease, or in the event of a termination of this Lease by its terms, by Lessee, by operation of law or otherwise, Landowner hereby agrees that, if and for so long as (i) a Tenant who is a sublessee of Lessee or of an Assignee is not in default under the sublease (beyond any period given Lessee, an Assignee or a Tenant under this Lease to cure such default), (ii) such Tenant attorns to the Landowner, and (iii) the terms and conditions of the Tenant's sublease do not contravene the terms and conditions of this Lease, Landowner shall (a) recognize such sublease, (b) not diminish nor interfere with such Tenant's possession of the portion of the Property covered by the sublease or with any term extension or renewal rights in the sublease, and (c) not disturb such Tenant's occupancy of such portion of the Property for the entire Term of this Lease or such shorter term to which such Tenant may be entitled under the sublease. A Tenant which is, or in the future becomes, a sublessee of Lessee, or a sublessee of an Assignee, is an intended third-party beneficiary of the provisions of this Section 10.3 and entitled to enforce this provision.

(C) In addition to and in furtherance of Lessee's rights to terminate this Lease under Section 4.1 and Section 12, Lessee may terminate this Lease Agreement, at its option and in its sole discretion, after giving not less than thirty (30) days' notice to Landowner, if Lessee determines in its sole discretion that:

1. Any governmental agency has denied or will deny a request by Lessee for, or has revoked or will revoke, a permit, license, or approval that is required for Lessee to construct or operate the Solar Energy Project on the Property (including the failure to obtain any needed utility interconnection agreement);
2. Technical problems, which problems cannot reasonably be corrected, preclude Lessee from using the Property for the Solar Energy Project;
3. Lessee does not have acceptable and legally enforceable means of ingress and egress to and from the Property;
4. Utilities necessary for Lessee's use of the Property for the Solar Energy Project are not available to the Property; or
5. The Property is or becomes damaged or destroyed to the extent that prohibits or materially interferes with Lessee's use of the Property for the Solar Energy Project.

In the event of termination by Lessee under this section, Lessee shall be relieved of all further liability hereunder except its obligation to remove its improvements as provided under Section 12.3 and Section 13.13 herein. Any Development Period Payments or Operating Fees paid before said termination date shall be retained by Landowner, except that any Operating Fees paid before said termination date shall be prorated for the year by Landowner and any excess payments shall be returned to Lessee within thirty (30) days. The termination option and right granted by Landowner to Lessee in this Section shall benefit Lessee, its successors, and assigns. The parties expressly agree that such options and rights shall be transferable per the assignment provisions of this Lease.

10.4 Acquisition of Interest. The acquisition of all or any portion of Lessee's or an Assignee's or Tenant's interest in the Property or the Solar Energy Projector this Lease by another Assignee or Tenant or any other person through foreclosure or other judicial or nonjudicial proceedings in the nature thereof or any conveyance in lieu thereof shall not require the consent of Landowner or constitute a breach of any provision or default under this Lease. Upon such acquisition or conveyance, the Landowner shall recognize the Assignee or Tenant, or such other party, as Lessee's or other Assignee's or Tenant's proper successor.

10.5 New Lease. If this Lease is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding or this Lease is terminated as result of any incurable default, and within sixty (60) days after such rejection or termination Lessee or any Assignee or Tenant shall have arranged to the reasonable satisfaction of Landowner for the payment of all fees or other charges due and payable by Lessee or other Assignees or Tenants as of the date of such rejection or termination, then Landowner shall execute and deliver to Lessee or such Assignee or Tenant, as the case may be, a new lease which (i) shall be for a term equal to the remainder of the term of this Lease before giving effect to such rejection or termination, (ii) shall contain the same covenants, Leases, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Lessee or any Assignee or Tenant prior to rejection or termination of this Lease), and with the exception that Landowner may reasonably add or modify existing remedy terms and conditions of the Lease to protect the Landowner against further default, however, any modification to the existing terms of the Lease by Landowner shall be mutually agreeable to both parties and such modifications shall not materially impact Operating Fees or the Term, and (iii) shall include the Property improved with Solar Energy Projector the portion thereof in which Lessee or such other Assignee or Tenant had an interest on the date of rejection or termination.

10.6 Extended Cure Period. If any default by Lessee or an Assignee or Tenant under this Lease cannot be cured without Landowner obtaining possession of all or part of the Property and/or all or part of the Solar Energy Project and/or all or part of Lessee's or another Assignee's or Tenant's interest in this Lease, then any such default shall be deemed remedied if (i) within sixty (60) days after receiving notice from Landowner as set forth in Section 12.2 hereof, either Lessee or an Assignee or Tenant shall have acquired possession of all or part of the Property and/or all or part of the Solar Energy Project and/or all or part of such interest in this Lease, or shall have commenced appropriate judicial or nonjudicial proceedings to obtain the same; and (ii) Lessee or the Assignee or Tenant, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion; and (iii) after gaining possession of all or part of the Property and/or all or part of the Solar Energy Project and/or all or part of such interest in this Lease, Lessee or the Assignee or Tenant performs all other obligations as and when the same are

due in accordance with the terms of this Lease. If Lessee or an Assignee or Tenant is prohibited by any process or injunction issued by any court or because of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Lessee or any defaulting Assignee or Tenant, as the case may be, from commencing or prosecuting the proceedings described above, the 60 days specified above for commencing such proceeding shall be extended for the period of such prohibition.

10.7 Certificates, Etc. Landowner shall execute such estoppel certificates (certifying as to such matters as Lessee may reasonably request, including without limitation that no default then exists under this Lease, if such be the case) and consents to assignment and non-disturbance agreements and other instruments as Lessee or any Assignee or Tenant may reasonably request from time to time. Landowner and Lessee shall cooperate in amending this Lease from time to time to include any provision that Lessee may reasonably request, Landowner or any Assignee or Tenant to implement the provisions contained in this Lease or preserve an Assignee's security interest.

11. Lender Protection. Lessee and any Assignee or Tenant may, at any time and without the consent of Landowner, grant to any person or entity (herein, together with that person's or entity's successors and assigns, a "Lender") one or more mortgages, trust deeds or similar security interests in all or any part of its interests under this Lease (a "Mortgage"). In the event any such Mortgage is granted, the Lender thereunder shall, for so long as its Mortgage remains in effect, be entitled to the protections described in Section 10, including the subsections thereof, and in the following provisions and subsections of this Section 11, upon delivery to Landowner of notice of its name and address.

11.1 Consent to Modification Termination or Surrender. So long as any Mortgage remains in effect, this Lease shall not be modified, and Landowner shall not accept a surrender of any of the Property or termination or release of this Lease by Lessee and any Assignee or Tenant before the expiration of all periods described in Section 4 without the prior written consent of all Lenders.

11.2 Notice of Default; Opportunity to Cure. As a precondition to exercising any rights or remedies for any alleged default under this Lease, Landowner shall give written notice of the default to Lender as Landowner is required under this Lease to give to Lessee, specifying in detail the alleged default and the required remedy. In the event Landowner gives any such notice, the following provisions shall apply:

(a) The Lender shall have the same period after receipt of the default notice as is given to Lessee, the Assignee, or Tenant to remedy or cause to be remedied the default plus, in each instance, (i) an additional thirty (30) days after receipt of the default notice in the event of any monetary default (meaning any failure to pay when due any Operating Fees, real property taxes, insurance premiums or other monetary obligation under this Lease); and (ii) an additional thirty (30) days after receipt of the default notice in the event of any other type of default, provided that such 30-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 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.

Lenders shall have the absolute right to do any act or thing required to be performed by Lessee, an Assignee, or any Tenant under this Lease. Any such act or thing performed by a Lender shall be as effective to prevent a default under this Lease and a forfeiture of any rights under this Lease as if done by Lessee, the Assignee, or Tenant itself.

(b) During any period of possession of the Property by a Lender (or a receiver requested by such Lender) and during the pendency of any foreclosure proceedings instituted by a Lender, the Lender shall pay or cause to be paid the Operating Fees and all other monetary charges payable by Lessee, an Assignee or any Tenant which have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following the acquisition of Lessee's, any Assignee's or any Tenant's leasehold estate by the Lender or its assignee or designee as a result of foreclosure or assignment instead of foreclosure, or by a purchaser at a foreclosure sale, this Lease shall continue in full force, and effect and the Lender or other party acquiring title to the leasehold estate shall, as promptly as reasonably possible, commence the cure of all other defaults hereunder and thereafter diligently process such cure to completion, whereupon Landowner's right to terminate this Lease based upon such defaults shall be deemed waived; provided; however, the Lender or other party acquiring title to the leasehold estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("Non-Curable Defaults"). Non-Curable Defaults shall be deemed waived by Landowner upon completion of foreclosure proceedings or acquisition of Lessee's, Assignee's, or Tenant's interest in this Lease by such party.

(c) Upon the sale or other transfer of the leasehold interests acquired under foreclosure or assignment instead of foreclosure, the Lender or other acquiring party shall have no further duties or obligations hereunder.

(d) Neither the bankruptcy nor the insolvency of Lessee, an Assignee, or any Tenant shall be grounds for terminating this Lease if the rent and all other monetary charges payable by such Lessee, Assignee, or Tenant hereunder are paid by the Lender per the terms of this Lease.

(e) Nothing herein shall be construed to extend this Lease beyond periods contemplated in Section 4 or require a Lender to continue foreclosure proceedings after the default has been cured. If the default is cured and the Lender discontinues foreclosure proceedings, this Lease shall continue in full force and effect.

11.3 New Lease to Lender. Suppose this Lease terminates because of any default, foreclosure, or assignment in lieu of foreclosure, or bankruptcy, insolvency, or appointment of a receiver in bankruptcy. In that case, Landowner shall give prompt written notice to the Lenders. Upon written request of the first priority Lender that is made within ninety (90) days after notice to such Lender, Landowner shall enter a new lease of the Property with such Lender, or its designee, within thirty (30) days after the receipt of such request. Such new Lease shall be effective as of the date of the termination of this Lease, shall be upon the same terms, covenants, conditions, and Leases, as contained in this Lease, and shall be subject to all existing subleases, entered into under this Lease, provided that the subtenants are not then in default. Upon the execution of any such new lease, the Lender shall (i) pay Landowner any amounts which are due Landowner from Lessee, the Assignee or Tenant, (ii) pay Landowner all amounts which would

have been due under this Lease (had this Lease not been terminated) from the date of termination to the date of the new Lease, (iii) perform all other obligations of Lessee and the Assignee or Tenant under the terms of this Lease, to the extent performance is then due and susceptible of being cured and performed by the Lender; and (iv) agree in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Lessee, the Assignee or Tenant that would have accrued under this Lease up to the date of commencement of the new Lease, except those obligations which constitute Non-Curable Defaults. Any new lease granted to the Lender shall enjoy the same priority as this Lease over any lien, encumbrance, or other interest created by Landowner. The provisions of this Section 11 shall survive termination of this Lease and shall continue in effect thereafter and, from the effective date of termination to the date of execution and delivery of such new Lease, such Lender may use and enjoy said Property without hindrance by Landowner or any person claiming by, through or under Landowner, provided that all of the conditions for a new lease as outlined in this Section are complied with.

11.4 Reserved.

11.5 No Waiver. No payment made to Landowner by any Lender shall constitute an admission or agreement that such payment was, in fact, due under the terms of this Lease or a waiver of the Lender's rights concerning any wrongful, improper, or mistaken notice or demand concerning such payment.

11.6 No Merger. There shall be no merger of this Lease, or of the leasehold estate or other interests created by this Lease, with the fee estate in the Property because this Lease or any such interests 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. All persons (including Lenders) interested in or under this Lease and any portion of the fee estate shall join in a written instrument effecting such merger and duly record the same.

11.7 Further Amendments. Upon request, Landowner shall (1) amend this Lease to include any provision reasonably requested by a proposed Lender, provided such amendment does not materially impair Landowner's rights or substantially increase the burdens or obligations of Landowner under this Lease, and (2) execute such estoppel certificates (certifying as to such matters as Lender may reasonably request, including, without limitation, that no default then exists under this Lease, if such be the case) and other additional instruments reasonably requested by any Lender to evidence the status of this Lease and Lender's rights under this Lease.

12. Default and Termination.

12.1 Lessee's Right to Terminate. Lessee shall have the right to terminate this Lease, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Lease, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Lease shall remain in effect as to the remainder of the Property.

12.2 Landowner's Right to Terminate. Except as qualified by, and subject to, Section 10 and by Section 11, Landowner shall have the right to terminate this Lease if (i) a

material default in the performance of Lessee's obligations under this Lease shall have occurred and remains uncured, (ii) Landowner simultaneously notifies Lessee and all Lenders, Assignees and Tenants in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (iii) the default shall not have been remedied within 90 days after Lessee, or within 120 days in the case of all Assignees and Tenants, receive the written notice, or, if cure will take longer than 90 days for Lessee or 120 days for any Assignee or any Tenant, Lessee, or an Assignee or Tenant on Lessee's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter diligently prosecutes the cure to completion.

12.3 Effect of Termination. Upon termination or expiration of this Lease, the Decommissioning Obligations and other provisions in Section 13.13 shall apply. Any termination shall not affect any continuing rights or obligations that by the terms of this Lease survive the Term or any termination or expiration of this Lease.

12.4 Cumulative Remedies. Subject to the other terms and conditions of this Lease, each party shall have all rights and remedies available at law and in equity for any breach of this Lease by the other party.

13. Miscellaneous.

13.1 Force Majeure. If the performance of this Lease or any obligation hereunder is prevented or substantially restricted or interfered with because of an event of "Force Majeure" (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction, or interference. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever and to the extent such causes are removed. "Force Majeure" means fire, earthquake, flood, public health or other emergencies in the state or region where the Property is located, virus pandemic, or other casualty 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. Lessee shall only be excused from payment of Operating Fees during the Term as the result of a Force Majeure condition if Lessee is not insured for such losses and then, regardless of insurance coverage, should the Force Majeure condition during the Term persist for a period longer than 180 days then Lessee shall commence paying Operating Fees but in a reduced amount equal to _____ per month. In any event, Lessee may terminate this Lease if a Force Majeure condition persists for 180 days.

13.2 Confidentiality. Landowner shall maintain in the strictest confidence, for the benefit of Lessee, any Assignee or Tenant, all information pertaining to the financial terms of or payments under this Lease, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Energy Project, and the like, whether disclosed by Lessee, any Assignee or Tenant or discovered by Landowner, unless such information either (i) is in the public domain because of prior publication through no act or omission of Landowner or its employees or agents; or (ii) was already known to Landowner at the time of disclosure and which Landowner is free to use or disclose without breach of any obligation to any person or entity. Landowner shall not use such information for its benefit, publish or otherwise

disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any Assignee or Tenant. Notwithstanding the foregoing, Landowner may disclose such information to Landowner's lenders, attorneys, accountants, and other personal financial advisors solely for use in connection with their representation of Landowner regarding this Lease; any prospective purchaser of the Property who has made a written offer to purchase or otherwise acquire the Property that Landowner desires to accept; or under lawful process, subpoena or court order requiring such disclosure, provided Landowner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee. Landowner shall get Lessee's written consent before issuing a press release or having any contact with or responding to the news media with any operational, sensitive, or confidential information concerning this Lease, the Solar Energy Project to be constructed on the Property by Lessee, or any other existing solar power project owned or operated by Lessee. The provisions of this Section 13.2 shall survive the termination or expiration of this Lease.

13.3 Successors and Assigns. This Lease shall burden the Property and shall run with the land. This Lease shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under Section 10 hereof, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to "Lessee" in this Lease shall be deemed to include Assignees and Tenants, which hold a direct ownership interest in this Lease and are exercising rights under this Lease to the extent consistent with such interest.

13.4 Memorandum of Lease. Landowner and Lessee shall execute in recordable form. Lessee shall then record a memorandum of the Lease (a "Memorandum") evidenced by this Lease reasonably satisfactory in form and substance to Lessee and Landowner. Landowner hereby consents to the recordation of the interest of an Assignee in the Property. Upon termination of this Lease for any reason, Lessee, its successors, or assigns shall promptly record on the Land Records of the municipality in which the Property is located a "quitclaim" acknowledging that the Lease evidenced by the Memorandum is terminated and that Lessee has no further interest of any kind in the Property.

13.5 Notices. All notices or other communications required or permitted by this Lease, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered, or instead of such personal service, five (5) days after deposit in the United States mail, first-class, postage prepaid, certified, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

John Gadbois II
40 Old Colchester
Road Salem, CT 06420
jgadbois@gmail.com

If to Lessee:

Erik Nelson
Silver Brook Solar, LLC
511 Fitch Hill Road
Uncasville, CT 06382
sbs@silverbrooksolar.com

With a copy to:

Paul R. Michaud
Michaud Law Group LLC
515 CenterPoint Drive, Suite 503
Middletown, CT 06457
pmichaud@michaud.law

Any 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.

13.6 Entire Lease; Amendments. This Lease Agreement constitutes the whole agreement between Landowner and Lessee respecting its subject matter. Any Lease, understanding, or representation respecting the Property, the Lease, or any other matter referenced herein not expressly outlined in this Lease Agreement or subsequent writing signed by both parties is null and void. This Lease shall not be modified or amended except in writing signed by both parties. No purported modifications or amendments, including, without limitation, any oral Lease (even if supported by new consideration), course of conduct, or absence of a response to a unilateral communication, shall be binding on either party.

13.7 Legal Matters.

13.7.1 This Lease shall be governed by and interpreted per the state's laws in which the Property is situated. Suppose the parties cannot resolve amicably any dispute arising out of or in connection with this Lease. In that case, they agree that such dispute shall be resolved in a state or federal court located in the county in which the Property is situated. If none, then a state or federal court nearest the county in which the Property is situated. Suppose Lessee is compelled to commence a legal action against Landowner under the terms of this Lease. In that case, Lessee shall be entitled to seek reasonable and actual attorneys' fees in connection with such action.

13.7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NEITHER PARTY SHALL BE ENTITLED TO. EACH OF LANDOWNER AND LESSEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR CONCERNING ANY ACTION TAKEN IN CONNECTION WITH THIS LEASE.

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

13.8 Partial Invalidity. Should any provision of this Lease be held in a final and unappealable decision by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect unimpaired by the court's holding. Notwithstanding any other provision of this Lease, the parties agree that in no event shall the term of this Lease be longer than the longest period permitted by applicable law.

13.9 Tax Credits.

13.10 No Partnership. Nothing contained in this Lease shall be construed to create an association, joint venture, trust or partnership covenant, obligation, or liability on or regarding anyone or more of the parties to this Lease.

13.11 Counterparts. This Lease may be executed with counterpart signature pages and duplicate originals, each of which shall be deemed an original. All of which together shall constitute a single instrument. An electronic signature shall be as effective as an original.

13.12 Signage. The lessee shall have the right to place one or more signs on the Property exclusively to advertise the Solar Energy Project.

13.13 Decommissioning. At the termination or expiration of the Lease, whether as to the entire Property or only as to part, Lessee shall cease commercial operation of the Solar Energy Project on the Property or the part as to which the Lease has terminated or expired. Lessee

shall, as soon as practicable thereafter and at its sole cost and expense, remove all above-ground and below-ground Solar Energy Project, excluding the portion of foundations that are below a depth of two feet below grade from the natural surface of the Property or of the portion as to which this Lease was terminated, infrastructure and underground conduit that cannot be removed without damage to the Property, and dispose of such removed components per applicable law (the "Decommissioning Obligations"). Lessee shall leave the Property in substantially the same condition as before the Effective Date (except for removal of trees and foliage permitted hereunder) and shall restore the soil surface to a condition reasonably similar to its original condition, reasonable wear, and tear, and casualty excepted. Lessee shall post a decommissioning performance bond to secure its performance of its obligations under this Section 13.13. The provisions of this section shall not affect any continuing rights or obligations that by the terms of this Lease survive the Term or any termination or expiration of this Lease. The provisions of this section shall survive any termination or expiration of this Lease.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, Landowner and Lessee have caused this Lease to be executed and delivered by their duly authorized representatives as of the Effective Date.

LANDOWNER:

JOHN S. GADBOIS II



Name: John S. Gadbois II
Title: Owner
Duly Authorized

DARIA-LAUREN GADBOIS



Name: Daria-Lauren Gadbois
Title: Owner
Duly Authorized

LESSEE:

SILVER BROOK SOLAR, LLC

By: 

Name: Erik C. Nelson
Title: Managing Member
Duly Authorized

EXHIBIT A

Description of Property

All that particular piece or parcel of land, together with the improvements thereon and appurtenances thereto, which piece or parcel of land is outlined in red on the map image shown below, being situated in the Town of Salem, County of New London, State of Connecticut, having an address of 40 Old Colchester Road and being identified as tax map/block/lot number 12-009-000, consisting of approximately 18.46 acres.

Note: The Description above may be modified under Section 3.2.1.1 of the Lease to which this Exhibit A is attached under the Final Site Plan.

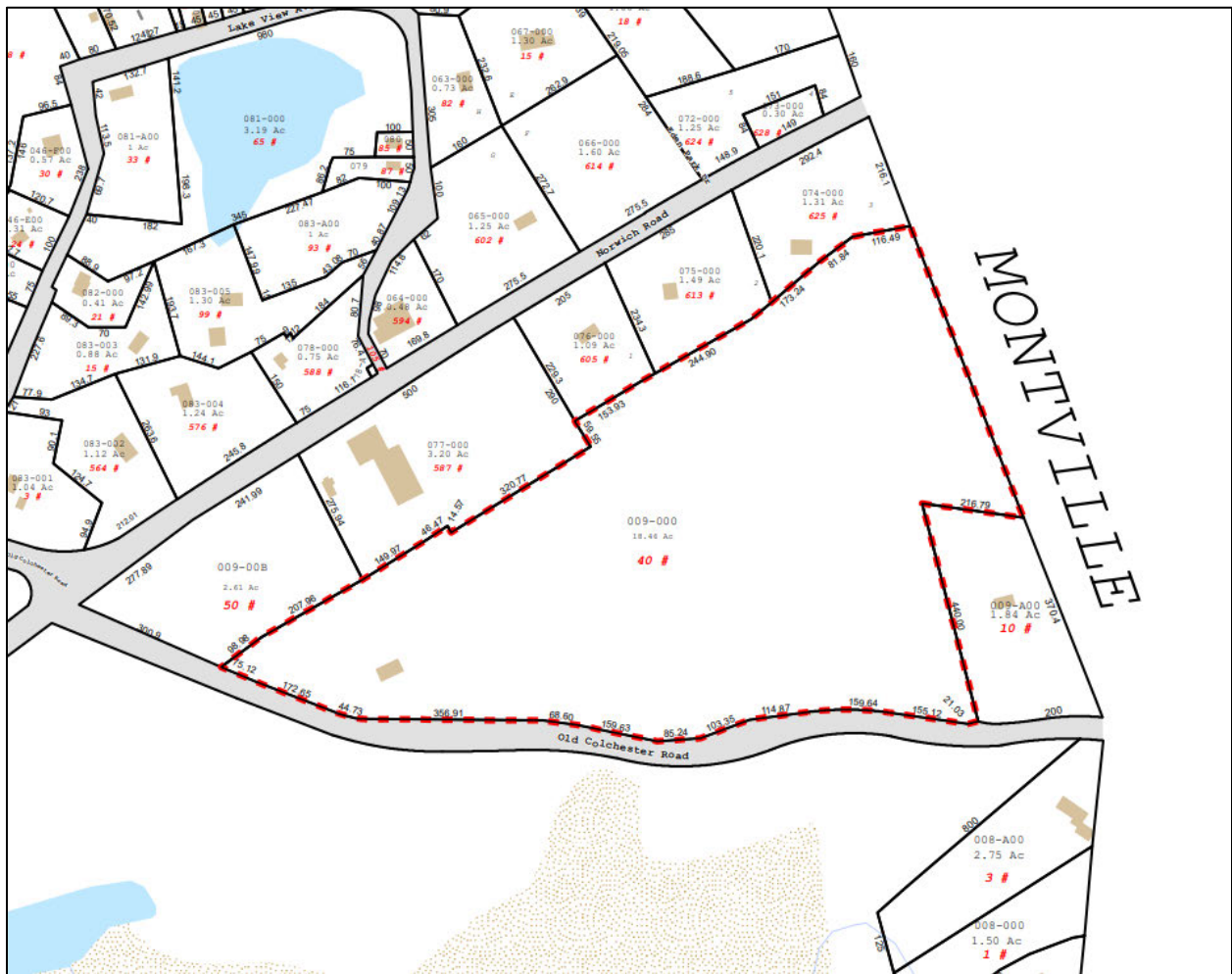


EXHIBIT B

Final Site Plan

To be attached after lease execution: Final Site Plan as approved by Landowner showing the solar array layout area and access and interconnection areas.

Lessee shall order at Lessee's sole expense a property survey that will designate the boundaries of the Project Premises. Lessee and Landowner shall thereafter enter and execute a written addendum to this Lease, as well as a memorandum of such addendum to be recorded on the land records, to specify the legal description of the Project Premises as shown in the Final Site Plan subject to this Lease based on said survey.