GROUND LEASE

THIS GROUND LEASE (the "Lease") is dated as of October 23, 2024 (the "Effective Date") and is entered into by and between Century Aggregates, Inc., a New York corporation ("Lessor") and Kearsarge Solar LLC, a Massachusetts limited liability company ("Lessee").

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to as follows:

ARTICLE 1
REFERENCE, DEFINITIONS, EXHIBITS AND RULES OF INTERPRETATION

(a) Parties. The Parties are identified as follows:

Lessor:	Century Aggregates, Inc.
Lessor's Address:	P.O. Box 171 Watervliet, NY 12189
Lessee:	Kearsarge Solar LLC
Lessee's Address:	1380 Soldiers Field Road, Suite 3900 Boston, MA 02135

(b) Purpose of the Lease. The purpose of this Lease is to lease a portion of certain property owned by Lessor identified as Sterling, Massachusetts parcel 104-2 and commonly known as Off Jewett Road, Sterling, MA 01564 (the "Property") to Lessee to allow Lessee to own, operate, maintain, optimize, refurbish, and update the existing solar photovoltaic facility (the "Solar Facility") sited upon the Property as well as develop, construct, own, operate, and maintain an energy storage facility (the "Energy Storage Facility" and collectively with the Solar Facility, the "Facility") including access to certain property as shown in Exhibit C (collectively the "Leased Premises"); and Lessor agrees to lease the Leased Premises described herein and in Exhibit A and shown in Exhibit C to Lessee on the terms and conditions hereinafter set forth within the substance of this Lease. Coincident with the Effective Date of the Lease and attached as Exhibit D, Lessor and Lesse have entered into an Asset Purchase Agreement (the "APA") through which Lessee shall purchase from Lessor all assets related to the Solar Facility. Coincident with the close of the APA (the "APA Closing Date"), Lessee and the Utility shall amend the Solar Facility's existing Electrical Capacity and Energy Purchase Agreement as mutually agreed between Lessee and the Utility (the "Amended ECEPA").

(c) Leased Premises Related Rights. Included with the Leased Premises, Lessor hereby demises to Lessee a non-exclusive twenty (20) foot right of ingress and egress (the "Access Way") from and to the curb cut along the frontage of the parcel where the Facility is to be located to the Facility itself as shown on the Site Plan attached hereto as Exhibit C, which

both Lessor and Lessee may use for access to, and the development, construction, ownership and maintenance of, the Facility, as well as for reasonable and necessary uses incidental or accessory thereto. Included with the Leased Premises, Lessor hereby demises to Lessee and/or the local electric department (the "Utility"), access including grading, installation and related rights in, over, under and across the Property to the Delivery Point and to install the Metering Device to interconnect the Facility to the Utility (the "Utility Way") as shown on the Site Plan attached hereto as Exhibit C.

(d) Definitions. Whenever used herein, the following terms shall have the following meanings:

"Abandonment" means Lessee's failure to complete construction of the Facility, its failure to operate the Facility subject to downtime due to Force Majeure, reconstruction, or utility interconnection issue, or its failure to remove the Facility during the Decommissioning Period.

"Access Way" shall have the meaning ascribed to it in the recitals.

"Affiliate" means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

"Applicable Law(s)" means any constitutional provision, law, statute, rule, regulation, bylaw, ordinance, code, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of a governmental authority, Environmental Law, enforceable at law or in equity, along with the interpretation and administration thereof by any governmental authority, whether now existing or enacted hereafter and affecting the Facility, the Permitted Uses, the Leased Premises, or this Lease.

"Bankruptcy" means that a proceeding in which a Person: (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (d) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within ninety (90) days thereafter; (e) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (f) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; or (g) has insolvency, receivership, reorganization, bankruptcy, or similar proceedings commenced against it and such proceedings remain undismissed or unstayed for a period of ninety (90) days.

"Business Day" means a calendar day excluding Saturdays, Sundays and days that are official holidays of the United States or the State.

"CGL" shall have the meaning ascribed to it in Article 9(a).

"Claims" shall have the meaning ascribed to it in Article 11(a).

"Claiming Party" shall have the meaning ascribed to it in Article 12(d).

"Commercial Operations Date" means the date when the Facility is interconnected at the Delivery Point has received permission to operate from the Utility to achieve full commercial operations and delivery of all the Energy Output.

"Decommissioning Period" shall have the meaning ascribed to it in Article 8(c).

"Defaulting Party" shall have the meaning ascribed to it in Article 15.

"Delivery Point" means the agreed location or locations where Energy is to be delivered and received by the Utility.

"Disclosing Party" shall have the meaning ascribed to it in Article 18(n).

"Effective Date" shall have the meaning ascribed to it in the preamble.

"Energy" means electric energy (three-phase, 60-cycle alternating current, expressed in kilowatt-hours).

"Energy Output" means the amount of Energy (plus creditable capacity and applicable ancillary services) generated by the Facility and delivered to the Delivery Point, as metered in kilowatt-hours (kWh) at the Metering Device.

"Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever titled, attributable to the generation from or the capacity of the Facility, including (but not limited to) its displacement of conventional fossil-fueled energy generation. Environmental Attributes include but are not limited to Renewable Energy Credits or Certificates and Solar Renewable Energy Credits or Certificates as well as: (a) any avoided emissions of "conventional" pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO2), methane (CH4) nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by Applicable Law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) all reporting rights to these avoided emissions.

"Environmental Law" includes the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Clean Water Act and other federal, state and local laws governing the environment as in effect on the Effective Date, together with all amendments thereto, implementing regulations and guidelines, and all

state, regional, county, municipal, and other local laws, rules, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials.

"Environmental Reports" means those reports referenced in Article 6(g) hereof that have been provided by Lessor to Lessee.

"Event of Default" shall have the meaning ascribed to it in Article 15.

"Extension Term" shall have the meaning ascribed to it in Article 8(b).

"Facility" shall have the meaning ascribed to it in the recitals.

"Force Majeure" means strikes, failure of power, riots, insurrection, war, earthquake, hurricane or tornado (or comparable weather conditions of unusual severity), utility delay, epidemics or pandemics, supply chain delays or other reasons of an extraordinary nature which are beyond the reasonable control of the Claiming Party and which could not have been avoided through the exercise of due diligence by the Claiming Party. The financial inability of a Party to perform its obligations under this Lease shall not constitute Force Majeure.

"Hazardous Materials" means any pollutants, contaminants, substances, materials, wastes, compounds or chemicals that are defined or listed in, or otherwise classified pursuant to any Applicable Laws, as a "hazardous substance," "extremely hazardous substance," "hazardous material," "hazardous waste," "solid waste," "toxic substance," or any other similar formulation classifying substances by reason of ignitability, corrosivity, or reactivity, and including without limitation, petroleum or any byproducts or fractions thereof, lead, asbestos and asbestos-containing materials, polychlorinated biphenyls ("***PCBs***") and PCB- containing equipment, per and polyfluoroalkyl substances, and, radon and other radioactive elements and sources of radiation.

"Insolation" shall have the meaning ascribed to it in Article 6(f).

"Lease" shall mean this Ground Lease.

"Lease Term" shall mean the period of time commencing with the Effective Date and concluding with the Termination Date, which includes the "Initial Term" and any "Extension Term" or such earlier date of termination, in accordance with Article 8.

"Leased Premises" means the land area initially described in Exhibit A, including the Access Way and Utility Way, which will be updated based on as built plans prepared by Lessee upon completion of construction of the Facility as described in Article 2(c).

"Lender" shall have the meaning ascribed in Article 14.

"Lessee" shall have the meaning ascribed to it in the preamble.

"Lessee Indemnitee(s)" shall have the meaning ascribed to it in Article 11(a).

"Lessor" shall have the meaning ascribed to it in the preamble.

"Lessor Indemnitee(s)" shall have the meaning ascribed to it in Article 11(a).

"Lessor's Mortgagee" means any party holding a mortgage (in whatever form) on the Leased Premises given as security for indebtedness owed by Lessor to the holder of the mortgage.

"Metering Device" means any and all meters at or before any Delivery Point needed for the creditable registration, recording, and transmission of information regarding the Energy generated by the Facility and delivered to the Delivery Point.

"Notice of Default" shall have the meaning ascribed to it in Article 15.

"Party" and "Parties" shall mean individually or collectively, the Lessor and Lessee identified above.

"Permitted Uses" means the development, construction, ownership, operation and maintenance of the Facility in conformance with this Lease.

"Person" means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, limited liability company, or any other entity of whatever nature.

"Property" means Lessor's property known as Assessor's Tax Lot 106 - 000014

"Receiving Party" shall have the meaning ascribed to it in Article 18(n).

"Rent" Lessee shall pay Lessor Rent in the amounts set forth in Exhibit B as compensation in full for the rights with respect to the Leased Premises, and such other rights as set forth in this Lease.

"State" means the state or commonwealth in which the Leased Premises and Facility are located.

"Taxes" shall have the meaning ascribed to it in Article 10.

"Temporary Construction Laydown Area" shall have the meaning ascribed to it in Article 4.

"Termination Date" shall have the meaning ascribed to them in Article 8(a).

"Utility" shall have the meaning ascribed to it in the recitals.

"Utility Way" shall have the meaning ascribed to it in the recitals.

(e) Rules of Interpretation. In this Lease, unless expressly provided otherwise:

(i) the words "herein," "hereunder" and "hereof" refer to the provisions of this Lease and a reference to a recital, Article, Section, subsection or paragraph of this Lease is a reference to a recital, Article, Section, subsection or paragraph of this Lease in which it is used unless otherwise stated;

(ii) references to this Lease, includes any schedule, exhibit, annex or other attachment hereto or thereto;

(iii) a reference to a paragraph also refers to the subsection in which it is contained, and a reference to a subsection refers to the Section in which it is contained;

(iv) a reference to this Lease includes any amendment, variation, restatement or replacement of this Lease or such other agreement, instrument or provision, as the case may be;

(v) a reference to a statute or other law or a provision of any of them includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such statute, law or provision;

(vi) the singular includes the plural and vice versa;

(vii) a reference to a Person includes a reference to the Person's executors and administrators (in the case of a natural person) and successors, substitutes (including Persons taking by novation) and permitted assigns;

(viii) words of any gender shall include the corresponding words of the other gender;

(ix) "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly;

(x) references to "or" shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or");

(xi) where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day;

(xii) a reference to a Business Day is a reference to a period of time commencing at 9:00 a.m. local time on a Business Day and ending at 5:00 p.m. local time on the same Business Day;

(xiii) if the time for performing an obligation under this Lease expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day;

(xiv) a reference to (i) a month is a reference to a calendar month and (ii) a year is a reference to a calendar year;

(xv) where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings;

(xvi) a reference to time is a reference to the time in effect in the State on the relevant date; and if a payment prescribed under this Lease to be made by a Party on or by a given Business Day is made after 5:00 pm on such Business Day, it is taken to be made on the following Business Day.

(xvii) the headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

(f) Exhibits. The Exhibits to this Lease, which are attached hereto and incorporated herein, are as follows:

Exhibit A: Description of Leased Premises
Exhibit B: Rent
Exhibit C: Site Plan showing Leased Premises

ARTICLE 2
LEASED PREMISES

(a) Lessor hereby leases to Lessee the Leased Premises for the Permitted Uses, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease and all applicable building and zoning laws, easements, rights of way, covenants and restrictions appurtenant thereto, and encumbrances of record, if any.

(b) Lessee shall have the use, in common with others entitled thereto, of the roadways, driveways, parking areas, sidewalks and all other common areas serving the Leased Premises, provided that such use shall at all times be consistent with and limited to such scope, frequency, and duration as is reasonably necessary for Lessee to carry out the Permitted Uses.

(c) If necessary, Lessor and Lessee agree to modify the description of the Leased Premises as shown on Exhibit C, upon the completion of the Facility by a revised Site Plan depicting the actual area utilized by the Facility post construction, and further agree to execute such documentation as may be required to modify the description of the Leased Premises.

(d) Lessor makes no representations as to the suitability of the Leased Premises for the Permitted Uses, or as to the conformity of the Facility with Applicable Laws, including municipal zoning regulations. Lessee shall be responsible for obtaining all necessary permits, approvals, and agreements for the siting, construction, interconnection and operation of the Facility and ensuring conformity with Applicable Laws, provided that if Lessee fails to obtain and maintain in full force all such necessary permits, approvals, and agreements, which shall include the Amended ECEPA and an agreement between Lessee and the Utility related to the

Energy Output of the Energy Storage Facility, Lessee shall have the right to terminate this Lease and all rights of Lessor and Lessee hereunder shall expire and terminate.

ARTICLE 3
FACILITY DEVELOPMENT, CONSTRUCTION, OWNERSHIP, OPERATION AND MAINTENANCE

(a) Lessor hereby consents to the development, construction, ownership, operation and maintenance of the Facility and any component thereof by Lessee, its Affiliates and any employees, agents, representatives, subcontractors or other designees of any of the foregoing and any Utility personnel, on the Leased Premises and at the sole cost and expense of Lessee, including solar panels, batteries and containers, mounting substrates or supports, wiring and connections, power inverters, service equipment, Metering Device, utility interconnections and any other equipment or facilities related thereto. All work by Lessee, its Affiliates and any employees, agents, representatives, subcontractors or other designees of any of the foregoing and any Utility personnel shall be performed in a good and workmanlike manner and shall comply with all Applicable Laws. Lessee shall pay promptly when due all charges for labor and materials in connection with any work done by Lessee or anyone claiming under Lessee upon the Leased Premises so that the Leased Premises shall at all times be free of all liens arising from such work, and shall, within thirty (30) days after demand by Lessor, discharge, by the filing of a bond or otherwise, any mechanic's, materialmen's or other lien asserted against the Leased Premises by reason of work performed thereon.

Lessor agrees and acknowledges that the Lessee may need to clear and remove some vegetation from the Leased Premises for the construction and development of the Facility in accordance with Applicable Law, however, Lessee shall keep the removal of vegetation to a minimum and only to the extent it is necessary for the Permitted Uses, subject to rights for Insolation as set forth in Article 6(f).

(b) Lessee shall be solely responsible for obtaining relevant permits and managing storm water on the Leased Premises. Lessee shall design and implement a storm water management system to ensure the proper management of storm water to prevent erosion and to keep drainage ditches, pipes and conduits free flowing in accordance with Applicable Law.

(c) Without limitation of the foregoing, Lessee shall also have the right, at its sole cost and expense, during the Lease Term hereof to access the Leased Premises to:

(i) clean, inspect, maintain, repair, replace and dispose of part or all of the Facility;

(ii) add to or remove the Facility or any part thereof, subject to the terms hereof;

(iii) access the Leased Premises with guests for promotional purposes at such times as Lessee shall determine, without the consent of Lessor.

Lessor shall not be required to maintain, furnish any services or facilities or to make any repairs, replacements or alterations in or to the Leased Premises or the Access Way unless Lessor

utilizes the Access Way in which case Lessor and Lessee shall share maintenance obligations and costs for the Access Way proportional to their respective usage of the Access Way as Lessor and Lessee shall mutually agree. Excepted as provided above, Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Leased Premises, the Facility and all improvements thereon throughout the Lease Term.

(d) Lessee shall be responsible for maintenance of the Leased Premises, including all appurtenant utility infrastructure and the Access Way, in a neat, orderly, and safe condition, at Lessee's sole cost and expense, except as otherwise provided. Such maintenance activities shall include, but are not necessarily limited to, vegetation clearance, maintenance of buffer zones from electrical infrastructure, and fire protection. Should Lessee fail to reasonably maintain the Leased Premises in accordance with Applicable Law, Lessor may, upon prior written notice to Lessee, perform or cause to be performed such maintenance as Lessor deems reasonably necessary, and Lessee shall be responsible for reimbursement in full of any such costs incurred by Lessor.

(e) Lessor acknowledges that the development, construction, ownership, operation and maintenance of all or a portion of the Facility may require construction, installation or other work to be, above, beneath, or on the surface of the ground and may require physically mounting and adhering the Facility to the surface of the ground.

(f) Lessee shall have unrestricted access to the Leased Premises and the Facility, provided that Lessee shall minimize impacts to Lessor's quiet enjoyment of the Property.

ARTICLE 4
ACCESS TO LEASED PREMISES

As of the Effective Date, Lessor shall provide and maintain Lessee with unimpaired access to the Leased Premises as reasonably necessary to allow Lessee to develop, construct, own, operate and maintain the Facility as contemplated herein, including ingress and egress rights as provided herein to the Leased Premises for Lessee, its Affiliates and any employees, agents, representatives, subcontractors, Lender, investors, potential lenders or potential investors, regulators and other designees of any of the foregoing and any Utility personnel.

Lessee may perform a due diligence review of the Leased Premises to determine its viability for the Permitted Use, including review of title, survey, soil borings and other tests to determine if the Leased Premises will be compatible for the design of the Facility. If Lessee determines in its sole and absolute discretion, despite using reasonable efforts that: (i) the Leased Premises is not feasible for the Permitted Use; (ii) Lessee is unable to obtain any permits and/or approvals required under Applicable Law for the construction of the Facility and the Permitted Use; (iii) Lessee cannot enter into a satisfactory agreement for the sale of the Energy Output; or (iv) Lessee has identified unforeseen materially adverse circumstances which prevent or create an economic hardship in constructing the Facility; then Lessee shall have the right to terminate this Lease upon thirty (30) days prior writing notice to Lessor and this Lease shall expire and all

rights of Lessor and Lessee hereunder shall expire and terminate, except for those that are by their terms intended to survive.

If requested by Lessee, Lessor will identify specific areas for storage, staging, and parking use by the Lessee and its Affiliates during the construction of the Facility (the "Temporary Construction Laydown Area"). Lessor and its authorized representatives shall upon advance notice to Lessee have access to, and the right to observe, the development, construction, ownership, operation and maintenance of the Facility on the Leased Premises, subject to compliance with Lessee's safety rules. Lessee shall remove its tools, materials, parts, supplies, vehicles and equipment from the Temporary Construction Laydown Area within (60) sixty days following the Commercial Operations Date and shall restore the Temporary Construction Laydown Area to substantially the same condition as of the Effective Date, ordinary wear and tear excepted.

ARTICLE 5
FACILITY AND OUTPUT OWNERSHIP

(a) Lessor acknowledges and agrees that (i) Lessee or one of its Affiliates is and shall be the exclusive owner and operator of the Facility, (ii) all permits, approvals, interconnection agreements, equipment, warrantees, guarantees, service agreements, facilities and other contracts comprising the Facility shall remain the personal property of Lessee and shall not become fixtures, notwithstanding the manner in which the Facility is or may be mounted on, adhered to or attached to the Leased Premises or structures, buildings and fixtures on the Leased Premises, and (iii) Lessor shall have no right, title or interest in any Facility or any component thereof, notwithstanding that any such Facility may be mounted on, adhered to, or attached to the Leased Premises or structures and fixtures on the Leased Premises.

(b) As between Lessor and Lessee, Lessor acknowledges that Lessee or one of its Affiliates is and shall be the exclusive owner of all Energy Output of the Facility, of all Environmental Attributes related to the Facility and of any other tax or financial incentives or benefits related to the Facility. Without the express written consent of Lessee, Lessor shall not make or publish any public statement or notice regarding any such Energy Output, Environmental Attributes or tax or financial incentives or benefits.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES, COVENANTS OF LESSOR

(a) Powers; Authorization. Lessor represents and warrants that it has all requisite power and authority to enter into this Lease and to carry out the transactions contemplated hereby, and that it has taken all necessary actions to authorize the execution, delivery and performance of this Lease and does not violate Applicable Law.

(b) No Conflict. Lessor represents and warrants that the execution, delivery and performance by it of this Lease does not require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the Effective Date or

the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Lease.

(c) Binding Obligation. Lessor represents and warrants that this Lease has been duly executed and delivered by it and is a legally valid and binding obligation, enforceable against it in accordance with the terms hereof, except as may be limited by Bankruptcy, insolvency, or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(d) Lessor's Title to Leased Premises. To Lessor's knowledge, without investigation or inquiry, and subject to Lessee's responsibility to perform its own due diligence, including without limitation, Lessee's right to obtain a title examination, Lessor has lawful title to the Leased Premises and that Lessee shall have quiet and peaceful possession of the Leased Premises in accordance with this Lease, free from any claim of any Person claiming to have title thereto, without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Lease Term. Lessor shall not sell, lease, assign, mortgage, pledge or voluntarily encumber the Leased Premises unless Lessor shall have given Lessee at least thirty (30) days' prior written notice thereof, which notice shall identify the transferee, the Leased Premises to be so transferred and the proposed date of transfer. Lessor agrees that this Lease and the rights and obligations herein shall run with the land and survive any such transfer of any portion of the Leased Premises. In furtherance of the foregoing, Lessor agrees that it shall cause any purchaser, lessee, assignee, mortgagee, pledgee or party to whom a lien has been granted after the Effective Date to execute and deliver to Lessee a document in form and substance reasonably satisfactory to Lessee, pursuant to which such party acknowledges and consents to the Lessee's rights in the Leased Premises as set forth herein, including an acknowledgement by the transferee that it has no interest in the Facility, the Energy Output, the Environmental Attributes or any other tax or financial incentive or benefit relating thereto, and shall not gain any interest in any of the foregoing by virtue of Lessor's transfer.

(e) No Interference With and Protection of the Facility. Lessor will not conduct activities on, in, under, over or about the Property or any portion thereof that have a reasonable likelihood of causing damage, impairment or otherwise having a material adverse effect on the operation of the Facility for its Permitted Uses. To the extent practicable and required by permits, Lessor hereby authorizes Lessee to maintain, at Lessee's sole cost and expense, reasonable and appropriate security measures on the Leased Premises to prevent any third parties or animals from having access to the Leased Premises or the Facility, and to prevent any theft, vandalism or other actions that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Facility. Except in cases of emergencies whereupon Lessor shall have the immediate right to access the Leased Premises, Lessor and/or Lessor's agents, employees and others acting by or through Lessor shall only access the Leased Premises after approval of Lessee. In the event that Lessee installs fencing or other physical security barrier at the Leased Premises, Lessee, upon request, shall provide Lessor with such keys, combinations, or such other access capabilities as necessary to ensure that Lessor can immediately access all areas of the Leased Premises in case of emergency.

(f) Insolation. Lessor acknowledges and agrees that access to sunlight ("Insolation") is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Lease. Accordingly, Lessor shall not permit any interference with Insolation on and at the Leased Premises, the Property, or any other real property owned by, leased to or from, or otherwise controlled by Lessor, that may reasonably be considered to adversely and materially affect the Facility. In the event any obstruction that interferes with Insolation is proposed to be erected or installed on the Property or property controlled by Lessor, and Lessor has actual knowledge of the same, Lessor shall promptly provide Lessee notice of such proposed activity (including copies of any notice relating thereto received by Lessor), and Lessee shall have the right to intervene or to request Lessor to intervene (at Lessee's sole expense) in any proceeding and to contest the installation or erection of such obstruction. In the event such obstruction nevertheless is installed, Lessee may request from Lessor to relocate the Facility within other portions of the Leased Premises or Property, if available, subject to Applicable Laws. The maintenance of the property upon which Lessee's equipment is relocated, including, without limitation, the control of undergrowth beneath the Facility or the growth of screening foliage, is the responsibility of Lessee. Notwithstanding any other provision of this Lease, the Parties agree that Lessee would be harmed by a breach of the provisions of this section, that an award of damages would be inadequate to remedy such breach, and that Lessee shall be entitled to seek equitable relief, including specific performance, to compel compliance with the provisions hereof, however, Lessee shall provide Lessor with five (5) Business Days prior notice to taking any action to exercise the rights granted under this subsection (f).

Lessee shall have the right, upon written notice to Lessor to enter upon the Property or other land owned or controlled by Lessor that is adjacent to the Leased Premises for the purpose of controlling undergrowth or the growth of vegetation that might limit the Insolation of the Leased Premises.

(g) Hazardous Materials. To the best of Lessor's knowledge, there are no Hazardous Materials present on, in, under or over the Leased Premises, Property or any adjoining land owned or controlled by Lessor in violation of any Applicable Law or that might otherwise impair Lessee's ability to utilize the Leased Premises for the Permitted Uses, except as listed in any Environmental Reports. Lessor shall not introduce or use any Hazardous Materials on, in, under or over the Leased Premises in violation of any Applicable Law. If Lessor becomes aware of any Hazardous Materials present on, in, under or over the Leased Premises, other than the amounts and types that are in conformance with Applicable Law, Lessor shall promptly notify Lessee in writing of the type and location of such Hazardous Materials.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES, COVENANTS OF LESSEE

(a) Powers; Authorization. Lessee represents and warrants that it has all requisite power and authority to enter into this Lease, and to carry out the transactions contemplated hereby, and that it has taken all necessary actions to authorize the execution, delivery and performance of this Lease.

(b) No Conflict. Lessee represents and warrants that the execution, delivery and performance by it of this Lease does not (i) violate (A) its organizational documents, or (B) any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the Effective Date or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Lease.

(c) Binding Obligation. Lessee represents and warrants that this Lease has been duly executed and delivered by it and is a legally valid and binding obligation, enforceable against it in accordance with the terms hereof, except as may be limited by Bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(d) Hazardous Materials. Lessee shall not introduce or use any Hazardous Materials on, in, under or over the Leased Premises in violation of any Applicable Law. If Lessee becomes aware of any Hazardous Materials present on, in, under or over the Leased Premises, other than the amounts and types that are in conformance with Applicable Law, Lessee shall promptly notify Lessor in writing of the type and location of such Hazardous Materials. Lessee agrees to assume full responsibility for, and shall protect, indemnify, defend and hold harmless Lessor against any loss, costs, damages, claims, suits, liability or cleanup obligations arising out of the presence and result of any Hazardous Materials on, in, under or over the Leased Premises in violation of any Applicable Law on or after the Effective Date which are caused by the negligence or intentional conduct of Lessee or Lessee's agents. If any release of Hazardous Materials occurs on the Leased Premises and Lessee has actual knowledge of such release, Lessee shall promptly provide Lessor written notice of such release (including copies of any notice or other written communication relating thereto received by Lessee concerning such release).

In the event any release of Hazardous Materials and/or related testing and cleanup caused by the action or inaction of Lessee or Lessee's agents will result in interference with the operation of the Facility, Lessee shall have the right, at its cost and expense, to remove the Facility from the Leased Premises or relocate the Facility or portions thereof within the Leased Premises; provided, however, Lessee shall be responsible to fulfill all of Lessee's obligations under the Lease including, without limitation, payment obligations.

(e) Commencement of Operations. Lessee shall diligently and reasonably prosecute the tasks necessary to cause the Facility to generate electric power for delivery to the Utility, in compliance with all Applicable Laws and in accordance with reasonable standards applicable to the solar industry in the State.

(f) As Built Plans. Within ninety (90) days following the Commercial Operations Date, Lessee shall deliver as-built plans to Lessor, which confirm the final acreage of the Leased Premises and update the Rent Schedule in Exhibit B, if necessary.

ARTICLE 8
TERM AND TERMINATION

(a) Term. The initial term of this Lease (the "Initial Term") shall commence upon the Effective Date and shall terminate on the twentieth (20^{th}) anniversary of the date upon which (1) the term of the Amended ECEPA has commenced and (2) the Facility has achieved its Commercial Operations Date, unless terminated sooner per the terms of this Lease (the "Termination Date"), unless the Lessee exercises the option to extend set forth in Article 8(b), in which case the Lease Term shall include both the Initial Term and any applicable Extension Term(s) and the Termination Date shall be extended to the last day of the final Extension Term at a maximum fortieth (40^{th}) anniversary of the Commercial Operations Date.

(b) Lessee's Option to Extend. Within one hundred eighty (180) days before the expiration of the Initial Term, or any of the first three exercised Extension Terms, in the event the Rent is paid in full and Lessee is not in default beyond any applicable notice and cure periods of any provision of this Lease, the Lessee may, in its sole discretion, extend the Initial Term or applicable Extension Term, for up to a total of four (4) periods of five (5) years each (each an "Extension Term") per the Rent schedule included in Exhibit B.

(c) Removal of Facility at End of Term. Unless otherwise mutually agreed in writing by the Lessor and the Lessee, Lessee shall, within three hundred and sixty five (365) days following the Termination Date, or Abandonment, whichever occurs first (the "Decommissioning Period"), and at Lessee's sole cost and expense, decommission, deconstruct, dismantle and remove the Facility from the Leased Premises up to 24 inches below grade and restore the Leased Premises to a condition comparable to that as of the Effective Date, reasonable wear and tear excepted which includes limited grading and seeding to provide adequate grass coverage, but, Lessee shall not be obligated to (i) replant any trees or other vegetation removed to install the Facility and the Permitted Use (ii) regrade the Leased Premises, or (iii) remove the Access Way, Utility Way, any other roads or access ways or concrete foundations installed by Lessee. During the Decommissioning Period, Lessee, its Affiliates, and any employees, agents, representatives, contractors, subcontractors and other designees of any of the foregoing and any Utility personnel shall continue to have access to the Leased Premises and the Facility as provided in this Lease. In the event Lessee's removal, decommissioning, deconstruction and dismantling of the Facility from the Leased Premises extends beyond the Decommissioning Period, Lessee shall be deemed a tenant-at-sufferance and shall be required to continue to satisfy all terms of the Lease. Lessee will secure from an independent engineer the cost to decommission the Facility and provide an evergreen letter of credit that will cover the estimated removal costs as required under any permit issued for the Permitted Uses.

ARTICLE 9
INSURANCE

(a) As of the Effective Date and continuing throughout the Lease Term and any period after the Lease Term during which Lessee continues to occupy the Leased Premises (including, but not limited to, the period for removal of the Facility and any tenancy-at-sufferance), Lessee shall maintain, at its cost and expense, the following insurance insuring Lessee, Lessor, and all mortgagees and any other person or entity designated by Lessor as having an interest in the Leased Premises (as their interests may appear):

(i) Commercial General Liability insurance ("CGL") and, if necessary, commercial umbrella insurance with minimum limits of $1,000,000 for each occurrence and $2,000,000 general aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Leased Premises. CGL insurance shall cover liability arising from Lessee's use and occupancy of the Leased Premises, and Lessee's agents from injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), including coverage for hired and nonowned vehicles and such other risks and matters from time to time required by the Lessor.

(ii) Commercial Auto Liability insurance, with respect to any vehicles operated on or about the Leased Premises, with inclusive limits of not less than one million dollars ($1,000,000.00) for each occurrence of bodily injury and property damage, and not less than two million dollars ($2,000,000.00) in the aggregate, or such higher limits as Lessor, acting reasonably, may require from time to time.

(iii) Worker's Compensation insurance for all Lessee's employees working in the Leased Premises in an amount sufficient to comply with Applicable Laws. As of the Effective Date, Lessee represents it does not have any employees, but its Affiliate carries a $1,000,000 Worker's Compensation Liability policy.

(iv) Property insurance on Lessee's personal property on or about the Leased Premises and on the Facility a policy of "all risk" property insurance in an amount of the replacement value thereof, and with a deductible or self-insured retention to be reasonably determined by the Lessee. Such insurance shall also include, if applicable, flood and earthquake perils.

(v) During the period of installation or major repairs to the Facility, Lessee shall maintain Builder's Risk insurance for the Lease Premises.

All policies of insurance maintained by Lessee shall be issued by an insurer licensed to do business in the State with ratings of no less than A- or better from A.M. Best Company; shall require at least thirty (30) days prior written notice to Lessee, who shall provide notice to Lessor reasonably promptly after receipt, of termination or material alteration; and shall waive, to the extent available, any right of subrogation against Lessor. Lessee shall, upon the Effective Date, and thereafter within thirty (30) days of each anniversary thereof, or at any time upon request by Lessor, deliver to Lessor a certificate of insurance evidencing the insurance policies that provide the coverages specified in this Article.

(b) The provisions of this Lease shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies. The liability of the Parties hereunder shall not be limited or reduced by insurance.

(c) Lessor Insurance. From the Effective Date and until the Termination Date, Lessor shall maintain Commercial General Liability insurance or Excess Umbrella insurance covering the Property and Leased Premises in the amount of not less than $1,000,000 each occurrence and

$2,000,000 in the aggregate and shall provide a certificate of insurance to Lessee within thirty (30) days of the Effective Date.

(d) The Parties hereto shall each procure an appropriate clause in, or endorsement on, any property insurance policy covering the Leased Premises and personal property, fixtures and equipment located thereon and therein, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery in favor of either Party, its respective agents or employees. Having obtained such clauses and/or endorsements, each Party hereby agrees that it will not make any claim against or seek to recover from the other or its agents or employees for any loss or damage to its property or the property of others resulting from fire or other perils covered by such property insurance.

ARTICLE 10
TAXES

Commencing upon the APA Closing Date, Lessee shall promptly pay real property taxes assessed to the Leased Premises and any personal property taxes assessed on the Facility ("Taxes"). Lessor and Lessee agree that Lessee may enter into a Payment in Lieu of Tax Agreement with the Town of Sterling which will govern the payment of all Taxes.

Lessee shall be responsible for any penalties, rollback or loss of any other tax benefit resulting from removal or reclassification of the Leased Premises from any applicable agricultural or current use tax exemption.

Taxes assessed for fiscal periods of the taxing authority which extend beyond the Lease Term shall be paid by the Lessee at the Termination Date (or if Lessee has not vacated the Leased Premises by the Termination Date, then the date by which Lessee so vacates).

Lessor shall promptly forward to Lessee all notices, bills or other statements received by Lessor concerning any Taxes. Lessee shall pay all Taxes for which it is responsible to the taxing authority as the same become due and payable and before any interest, fine or penalty is added thereto for the nonpayment thereof.

ARTICLE 11
LIABILITY AND INDEMNITY

(a) Lessee Indemnity. Lessee shall indemnify and hold harmless, Lessor, its heirs, successors and assigns ("Lessor Indemnitee(s)") from and against all losses, claims, lawsuit, liability, damages and costs (together, "Claims"), subject to insurance and waiver of subrogation obligations hereunder, in connection with: (i) illness, bodily injury and/or death of Lessee, its officers, employees, non-employees, personnel, agents, invitees, Lenders, contractors and the like ("Lessee Indemnitee(s)") on the Leased Premises caused by Lessee; (ii) damage to or loss of property of Lessee or Lessee Indemnitees on the Leased Premises caused by Lessee; (iii) any failure by Lessee to perform any material terms or conditions of this Lease, subject to any grace

or cure period as provided for herein (iv) any introduction or release of Hazardous Materials by Lessee or Lessee Indemnitees not present as of the Effective Date.

(b) Lessor Indemnity. Lessor shall indemnify and hold harmless Lessee and Lessee Indemnitees from and against all Claims, including any lost revenues from Energy Output or Environmental Attributes foregone due to Lessor or Lessor Indemnitee's action or omission, subject to insurance and waiver of subrogation obligations hereunder, in connection with: (i) illness, bodily injury, and/or death of any Lessor Indemnitee on the Property caused by Lessor; (ii) damage to or loss of property of Lessor or Lessor Indemnitees on the Leased Premises caused by Lessor (iii) any failure by Lessor to perform any material terms or conditions of this Lease, subject to any grace or cure period as provided for herein (iv) any introduction or release of Hazardous Materials by Lessor or Lessor Indemnitees not present as of the Effective Date and any Hazardous Materials present on the Leased Premises as of the Effective Date.

(c) LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS LEASE, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY, PROVIDED THAT LOST REVENUES FROM ENERGY OUTPUT AND ENVIRONMENTAL ATTRIBUTES FOREGONE DUE TO LESSOR'S ACTION OR OMISSION SHALL BE CONSIDERED DIRECT DAMAGES.

(d) Change in Law. After the Effective Date, in the event of a change in any Applicable Law that impairs or prevents either Party's performance of its material obligations under this Agreement, upon the request of the affected Party, the Parties shall use good faith efforts to negotiate and agree on modifications to this Agreement in a manner that preserves the original intentions and respective economic benefits of the Parties under this Agreement as of the Effective Date; provided, however, that neither Party shall be obligated to accept or agree to any modifications to this Agreement.

ARTICLE 12
CASUALTY OR CONDEMNATION; FORCE MAJEURE

(a) In the event the Facility shall be so damaged or destroyed by fire or other casualty, provided that such damage, destruction, or impact was not caused by Lessor or a Lessor Indemnitee, Lessee may, in its sole discretion, choose to restore the Facility as long as it is commercially reasonable. Such restoration shall be to substantially the same condition that existed prior to the fire or other casualty, except for modifications required by Applicable Law. If Lessee determines restoration of the Facility is not feasible then this Lease shall terminate and all rights of Lessor and Lessee hereunder shall expire and terminate, except for those that are by their terms intended to survive the Lease.

(b) In the event the Facility or Leased Premises shall be so damaged or destroyed by fire or other casualty, and such damage, destruction, or impact was caused by Lessor or a Lessor Indemnitee, as long as repair of the Facility is deemed economically viable by Lessee, Lessor shall exercise commercially reasonable efforts, in cooperation with Lessee, to repair any resulting damage to the Leased Premises and return the Leased Premises to its condition prior to such damage or destruction; provided, however, that, Lessor shall in no event be required to repair, replace or restore any property of Lessee comprising the Facility, which is the Lessee's responsibility, but will be completed at the cost and expense of Lessor. Lessee's Rent shall be abated during the period in which Lessee undertakes such repair and/or restoration in accordance with this Article 12(b).

(c) In the event of an award related to eminent domain or condemnation of all or part of the Leased Premises, each Party shall be entitled to take from such an award that portion as provided by Applicable Law for its respective property interest appropriated as well as any damages suffered thereby. If a condemning authority takes all of the Facility and/or Leased Premises, or a portion sufficient to render the Facility and/or Leased Premises unsuitable for Lessee's Permitted Use in its reasonable opinion and Lessee provides written notice to Lessor of its determination, this Lease will terminate as of the date the title vests in the condemning authority.

(d) To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Lease, and such Party (the "Claiming Party") gives written notice and details of the Force Majeure to the other Party as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance by the Claiming Party), then the Claiming Party will be excused from the performance of its obligations under this Lease (other than the obligation to make payments of Rent, Taxes and other charges then due by Lessee, the obligation of the Lessee to remove and decommission the Facility, if applicable and except as otherwise provided in Articles 9 and 11). The Claiming Party will use all commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations hereunder; provided, however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms reasonably acceptable to such Party. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure (other than the obligation to make payments of Rent, Taxes and other charges then due by Lessee, and except as otherwise provided in Articles 9 and 11). If the Force Majeure event continues for a period exceeding one hundred eighty (180) consecutive days, then either Party can terminate this Lease and the Facility will be decommissioned in accordance with Article 8(c).

ARTICLE 13
ASSIGNMENT AND SALE OF LEASED PREMISES

(a) Lessor shall have the right, with thirty (30) days' prior written notice to Lessee, to assign all or any portion of its rights, duties and obligations under this Lease to a third party without the prior written consent of Lessee according to Article 6 (d).

(b) Lessee shall have the right to assign its rights, duties and obligations under this Lease, provided that notice of such assignment is provided to Lessor so long as such assignment does not adversely affect or impair Lessor's rights in connection with this Lease, to: (i) one or more parties providing financing, refinancing or an equity investment in connection with the development, construction, ownership, operation or maintenance of the Facility, or any representative or nominee of such parties; (ii) a successor entity in a merger or acquisition transaction; or (iii) an Affiliate of Lessee. Lessee may collaterally assign its rights under this Lease to a Lender, as defined in Article 14, including entering into a leasehold mortgage for Lessee's interest in this Lease, or assign this Lease to an Affiliate for financing, as defined in Article 14. For the avoidance of doubt, changes in control of Lessee shall not be deemed to be assignments of this Lease. Any other assignments by Lessee not described in this Article 13(b) shall require written consent of Lessor, not to be unreasonably withheld, conditioned or delayed.

ARTICLE 14
COOPERATION WITH FINANCING

(a) Leasehold Mortgage. Lessee, without the approval of Lessor, may grant a leasehold mortgage or grant or assign an interest in its rights and obligations under this Lease to any lender or investor (each, a "Lender"). Promptly after granting such interest, Lessee shall notify Lessor in writing of the name, address and telephone number of any Lender to which Lessee's interest under this Lease has been collaterally assigned or mortgaged, and Lessor shall thereafter provide to any such identified Lender any notices issued or required to be issued to Lessee pursuant to this Lease.

(b) Rights of Lender. If Lessee encumbers its interest under this Lease as permitted by Article 14(a), above, the following provisions shall apply:

(i) Any Lender shall have the right, but not the obligation, to perform any act required to be performed by Lessee under this Lease, provided in any event that such right is subject to the terms and conditions of Lender's leasehold mortgage.

(ii) Lessor agrees that no Lender shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Lease on the part of Lessee or shall have any obligation or liability to Lessor with respect to this Lease except to the extent this Lease has been assigned to the Lender, or any Lender has otherwise assumed obligations of Lessee hereunder; provided that Lessor shall nevertheless be entitled to exercise all of its rights hereunder in the event that Lessee and Lender fail to perform Lessee's obligations under this Lease beyond any applicable grace or cure period and after written notice to Lender.

(iii) Upon the receipt of a written request from Lessee, and at Lessee's cost and expense, Lessor shall execute or arrange for the delivery of such documents as may be reasonably requested by Lessee to consummate any financing or refinancing, and which may provide that Lessor and Lessee recognize the right of such Lender to assume the rights and obligations of Lessee under this Lease upon foreclosure of Lender's security interest; provided, however, that this

provision shall not require Lessor to execute any documents or instruments which are contrary to any Applicable Laws or which may increase Lessor's risk or obligations under this Lease.

ARTICLE 15
DEFAULTS AND REMEDIES

(a) Lessee's Default. Each of the following shall be a Lessee Event of Default hereunder:

(i) if Lessee shall fail to pay any installment of Rent or any other payment due and owing under this Lease, and such failure is not remedied within ten (10) Business Days of Lessee's receipt of written notice from Lessor;

(ii) if Lessee shall declare Bankruptcy then an Event of Default shall be deemed to have occurred as of the date thereof;

(iii) if Lessee shall fail to discharge or bond over any lien placed upon the Leased Premises in violation of this Lease within thirty (30) days after Lessee's receipt of written notice from Lessor that any such lien or encumbrance is filed against the Leased Premises;

(iv) if Lessee shall fail to comply with any provision of this Lease, other than those specifically referred to above and such failure to comply shall continue beyond thirty (30) days after Lessee's receipt of written notice from Lessor, or such longer cure period as may be granted by Lessor in its reasonable sole discretion if Lessee has commenced cure during such thirty (30) day period;

(v) Abandonment shall be considered a Lessee Event of Default, however that would not release the Lessee's obligation to timely dismantle the Site pursuant to Section 8(c).

(b) Lessor Breach or Default. Each of the following shall be a Lessor Event of Default hereunder:

(i) if Lessor shall fail to pay any payment due and owing under this Lease, and such failure is not remedied within ten (10) Business Days of Lessor's receipt of written notice from Lessee;

(ii) if Lessor shall declare Bankruptcy then an Event Of Default shall be deemed to have occurred as of the date thereof;

(iii) if Lessor shall fail to discharge or bond over any lien placed upon the Leased Premises in violation of this Lease within thirty (30) days after Lessor's receipt of written notice from Lessee that any such lien or encumbrance is filed against the Leased Premises;

(iv) if Lessor shall fail to comply with any provision of this Lease, other than those specifically referred to above and such failure to comply shall continue beyond thirty (30) days after Lessor's receipt of written notice from Lessee, or such longer cure period as may be granted by Lessee in its reasonable sole discretion if Lessor has commenced cure during such thirty (30) day period.

(c) Termination after Event of Default. Upon an Event of Default, the non-defaulting Party shall have the right, at its election, then, or at any time thereafter while such Event of Default shall continue beyond applicable grace and cure periods, to give the defaulting Party written notice of its intention to terminate this Lease on a date specified in such termination notice (but in no event less than thirty (30) days from the defaulting Party's receipt of such notice), unless proper curative measures have been undertaken and/or pursue any remedies provided for under this Lease or at law or in equity. Upon the expiration of the thirtieth (30) day period following receipt of such termination notice, the Termination Date shall occur and this Lease shall expire and all rights of Lessor and Lessee hereunder shall expire and terminate, except for those that are by their terms intended to survive. If Lessee terminates this Lease due to a Lessor Event of Default, then Lessor shall bear the costs of removing and decommissioning the Facility.

(d) No Waiver. Lessee and Lessor agree that forbearance or waiver by either Party to enforce its rights pursuant to this Lease, or at law or in equity, shall not be a waiver of such Party's right to enforce one or more of its rights in connection with any subsequent Event of Default.

(e) Late Charge; Default Interest. If any payment of Rent, or any other payment shall not be paid when due to the other Party, the non-defaulting Party may impose interest on the overdue amount from the due date until the date payment is received at a rate equal to the lesser of (a) eighteen percent (18%) per annum, compounding monthly at the rate of 1.5%, or (b) the highest lawful rate of interest without violating any Applicable Law.

ARTICLE 16
DISPUTE RESOLUTION

(a) Notice of Dispute/Negotiated Resolution. In the event of any controversy, claim or dispute between the Parties hereto, other than Lessee's failure to promptly pay Rent, Taxes and/or other charges due hereunder, arising out of or related to this Lease, or the breach hereof, that has not been resolved by informal discussions and negotiations, either Party may, by written notice to the other, invoke the formal dispute resolution procedures set forth herein. The written notice invoking these procedures shall set forth in reasonable detail the nature, background and circumstances of the controversy, claim or dispute. During the five (5) Business Day period following such written notice, the Parties shall meet, confer and negotiate in good faith to resolve the dispute.

(b) Mediation. If the Parties are unable to successfully resolve any dispute under this Lease as set forth in (a) above, then the dispute may be filed with a court of competent jurisdiction or submitted to mediation, as outlined below.

The dispute shall be mediated in the following manner:

(i) The dispute shall be submitted to JAMS for mediation and not arbitration, with each Party paying its own mediation costs and attorney's fees;

(ii) The Parties shall mutually agree upon a JAMs mediator or JAMS shall select a mediator if the Parties are unable to agree to mediate the dispute, with each Party sharing equally the cost of mediation;

(iii) The dispute shall be submitted to JAMS for mediation within fourteen (14) Business Days of the five (5) Business Day period in (a) above in which the Parties are unsuccessful in resolving the dispute; and

(iv) The mediation shall not be final and binding, as would be the case with an arbitration proceeding, unless agreed upon by the Parties, and if the mediation is not successful in resolving the dispute, then either Party shall have all remedies and rights in accordance with the provisions of law in the Commonwealth of Massachusetts.

ARTICLE 17
NOTICE OF LEASE

Lessee agrees not to record this Lease. Each Party hereto agrees, on the request of the other, to execute a notice of lease, reasonably acceptable to both Parties, in recordable form and complying with Applicable Law (and any amendment thereto that may be necessitated by the final configuration of the Leased Premises). In no event shall such document set forth the Rent or other charges payable by Lessee under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease. At Lessor's request promptly upon the Termination Date, Lessee shall execute and deliver to Lessor a release of any document recorded in the real property records evidencing this Lease, and Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact, coupled with an interest, to execute any such document if Lessee fails to respond to Lessor's request to do so within ten (10) Business Days. All costs of such recording shall be borne by Lessee.

ARTICLE 18
MISCELLANEOUS

(a) Notices. All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices will be made in writing and will be delivered by: (i) hand delivery with a receipt that delivery was made to the proper address and the date thereof; (ii) overnight delivery by a nationally recognized carrier which issues a receipt for such delivery; or (iii) facsimile or e-mail with a confirmation receipt of delivery. Notice by facsimile will (where confirmation of successful transmission is received) be deemed to have been received on the day on which it was transmitted (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it will be deemed received on the

next Business Day). Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. Notice by e-mail will be deemed to have been received when such e-mail is transmitted. A Party may change its address by providing notice of the same in accordance with the provisions of this Article. Initial addresses for notice shall be as follows:

Lessor:

Century Aggregate, Inc.
Route 155 Granada Terrace
Watervliet, NY

With a copy to:

Thomas F. Murphy, Jr.Shea, Murphy & Gulde, P.C.
35 Center Street
Burlington, MA 01803
781-272-0900 (tel)
tmurphy@sheamurphygulde.com

Lessee:

Kearsarge Solar LLC
1380 Soldiers Field Road, Suite 3900
Boston, MA 02135
Attn: Andrew Bernstein
Fax: 617-608-9020
Email: abernstein@kearsargeenergy.com

(b) Governing Law/Venue. This Lease will be governed by the laws of the Commonwealth of Massachusetts without giving effect to principles of conflicts of laws that would require the application of the law of another jurisdiction. Suffolk County in the Commonwealth of Massachusetts shall have exclusive jurisdiction over any disputes arising out of this Agreement, and both Lessor and Lessee hereby waive any objection and submit to the personal jurisdiction of such venue.

(c) Entire Agreement; Amendments. This Lease constitutes the entire agreement between the Parties and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof or thereof. Any amendment, modification or change to this Lease will be void unless in writing and signed by both Parties.

(d) Non-Waiver. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. Any waiver must be in a writing signed by the Party making such waiver.

(e) Severability. If any part, term, or provision of this Lease is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part,

term, or provision of this Lease, and shall not render this Lease unenforceable or invalid as a whole. Rather the part of this Lease that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision, within the limits of Applicable Law or applicable court decisions, and the remainder of this Lease will remain in full force.

(f) No Third Party Beneficiaries. Nothing in this Lease will provide any benefit to any third party or entitle any third party (other than any Lessor Indemnitee or Lessee Indemnitee) to any claim, cause of action, remedy or right of any kind.

(g) No Recourse to Affiliates. This Lease is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing, pursuant to Article 13, by the parent, subsidiary, Affiliate, partner, member, lender, office or employee against whom recourse is sought.

(h) Relationships of Parties. This Lease shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party.

(i) Counterparts. This Lease may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this Lease received by either Party by facsimile or electronically is binding upon the other Party as an original. Both Parties agree that a photocopy or scanned electronic copy may also be treated by the Parties as a duplicate original.

(j) Further Assurances. The Parties shall do such further acts, perform such further actions, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this Lease.

(k) Construction of Agreement. This Lease and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted for the benefit of and against both Parties and shall further be construed and interpreted without reference to the identity of the Party preparing this document, it being expressly understood and agreed that the Parties participated equally in the negotiation and preparation of this Lease or have had equal opportunity to do so.

(l) Exhibits and Schedules; Headings. Any and all exhibits and schedules referenced herein or attached hereto are hereby incorporated into this Lease by reference. The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

(m) Estoppel. Either Party, without charge, at any time and from time to time, within ten (10) Business Days after receipt of a written request by the other Party, shall deliver a

written instrument, duly executed, certifying to such requesting Party, or any other Person specified by such requesting Party:

(i) that this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

(ii) whether or not to the knowledge of such Party there are then existing any defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Lease and, if so, specifying the same and also whether or not to the knowledge of such Party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same;

(iii) a summary of the term, rental rates, prepaid rents and deposits and disclosure of Lessee's right of first refusal; and

(iv) such other information as may be reasonably requested by a Party hereto.

Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contrary to the facts contained in the certificate.

(n) Confidentiality.

(i) Each Party (the "Receiving Party") will hold in confidence any information concerning the affairs of the other Party (the "Disclosing Party") and will not disclose, publish or make use of such information unless (x) the Disclosing Party agrees in writing to the release of such information, (y) the Receiving Party can establish that the information was generally available in the public domain at the time of such disclosure or was developed independently by the Disclosing Party, or (z) such data or information is required by Applicable Law to be disclosed; provided, however, that such disclosure will be made only to the extent required by Applicable Law and, to the extent permitted by Applicable Law, only after providing the Disclosing Party with prior written notice. Notwithstanding the foregoing, each Party agrees that the other Party may disclose such data and information to its officers, directors, employees, agents, attorneys, accountants, representatives, subcontractors, lenders, investors, potential lenders or potential investors, on a "need to know" basis; provided, however, that such officers, directors, employees, agents, representatives and subcontractors will be advised of the confidentiality provisions hereof. Upon any termination or expiration of this Lease, the Receiving Party will promptly return to the Disclosing Party or destroy all such data and information in the Receiving Party's possession (or in the possession of any other person or entity permitted hereby to possess such information pursuant hereto) at such time, unless otherwise directed by the Disclosing Party.

(ii) The obligations of the Parties under this Article will survive for a period of two (2) years from the Termination Date.

(o) Subordination. Upon Lessee's request, Lessor agrees to use reasonable efforts to obtain a subordination and non-disturbance agreement from its present mortgagee of record (if any) or any future mortgagee, in a form reasonably satisfactory to Lessee, provided.

(p) Nuisance. At all times during the Lease Term and such further time as Lessee occupies the Leased Premises, Lessee agrees not to injure, overload, deface or otherwise harm the Leased Premises; nor commit any nuisance; nor to do or suffer any waste to the Leased Premises; nor make any use of the Leased Premises which is beyond the scope of the Permitted Uses, or contrary to any Applicable Law.

(q) Changes and Alterations. Except as otherwise explicitly set forth herein, Lessee shall have no authority, without the signed written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, to alter, remodel, reconstruct, demolish, add to, improve or otherwise change the Leased Premises, except that Lessee shall have such authority, without the consent of Lessor, to construct and remove the Facility in accordance with this Lease, to make repairs to the Leased Premises and do such things as are appropriate to comply with the obligations imposed on Lessee under other provisions of this Lease.

(r) Quiet Enjoyment. Lessor covenants that Lessee shall peacefully and quietly have, hold and enjoy the Leased Premises until the Termination Date, without hindrance by Lessor or by anyone claiming by, through or under Lessor.

(s) Brokers. Each Party warrants and represents to the other that they have not engaged a broker or agent in connection with this Lease and indemnify and hold the other harmless from any loss, cost or, damage resulting from a claim of a broker or agent for the payment of a commission or fee.

(t) Waiver of Jury Trial. AS A MATERIAL INDUCEMENT TO EACH PARTY TO ENTER INTO THIS LEASE, THE PARTIES EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LEASE. EACH PARTY FURTHER 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 BE OR HAS NOT BEEN WAIVED.

The prevailing Party in any legal proceeding brought under or to enforce this Lease shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party.

[Signature page follows]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be duly executed, under seal, by persons hereunto duly authorized, as of Effective Date.

LESSOR:

CENTURY AGGREGATES, INC.

By: Carl Clementa
Its: President

LESSEE:

KEARSARGE SOLAR LLC

By: Andrew J. Bernstein
Its: Manager

EXHIBIT A

Description of Leased Premises

A portion of Sterling, Massachusetts parcel 104-2 as shown in Exhibit C

Note: The final Leased Premises will be based on as built plans prepared by Lessee following construction of the Facility, which may adjust the acreage as of the Effective Date.

EXHIBIT B

RENT

EXHIBIT C

SITE PLAN

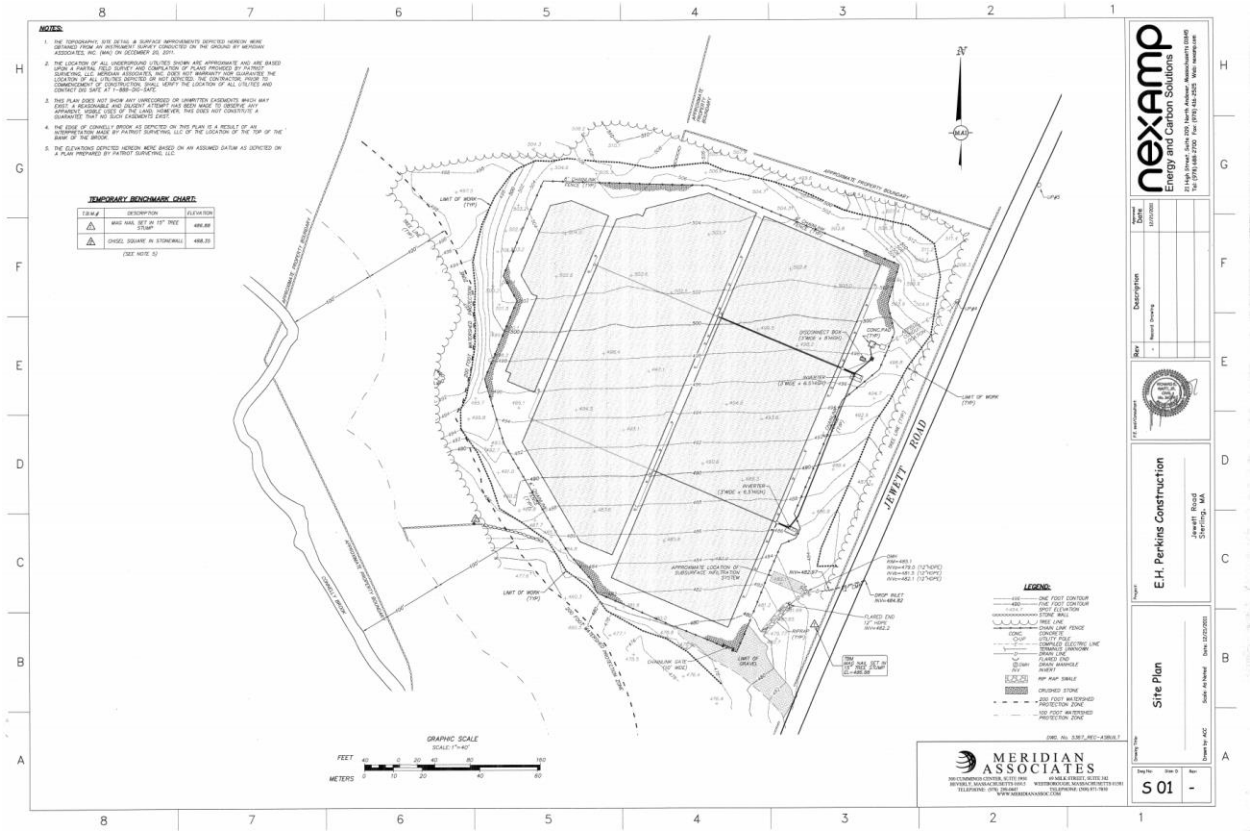


EXHIBIT D

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement (this "Agreement") is entered into as of October 23, 2024 by and between Century Aggregates, Inc., a New York corporation, with an address at P.O. Box 171, Watervliet, NY 12189 ("Seller"), and KEARSARGE SOLAR LLC, a Massachusetts limited liability company located at 1380 Soldiers Field Road, Suite 3900, Boston, MA 02135 ("Buyer", and with Seller, collectively, the "Parties" and each a "Party").

WHEREAS, Seller owns certain Assets (as defined below) constituting and relating to the existing solar photovoltaic facility located on a portion of the Sterling, Massachusetts parcel 104-2 commonly known as Off Jewett Road, Sterling, MA 01564 (hereinafter the "Solar Facility"); and

WHEREAS, Seller wishes to sell and/or convey, and Buyer wishes to purchase, the Assets upon the terms and subject to the conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the promises and the mutual representations, covenants and agreements hereinafter set forth, the adequacy and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

When capitalized in this Agreement, the following terms shall have the meanings given to them in this Article I:

1.1 Affiliate: As to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or under common control with such Person. As used in this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management and policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

1.2 Agreement: This Asset Purchase and Sale Agreement, as it may be amended from time to time in accordance with its terms.

1.3 Allocation Schedule: As defined in Section 2.3.

1.4 Assets: All personal property owned by Seller related to the Facility, including, but not limited to, all panels, inverters, fuses, transformers, wiring, racking, and meters Permits, Reports, Books and Records, drawings, analyses, interconnection application and studies, engineering, real property interests, and all other development assets owned or controlled by Seller with respect to the Solar Facility, including, but not limited to, those described in Schedule 2.1.

1.5 Assignments: The assignment and assumption agreements by which the Assets are conveyed to Buyer.

1.8 Books and Records: All records, documents and databases, including, without limitation, administrative records, policy and claim files, files and records relating to tax and regulatory matters, correspondence with tax and regulatory authorities, accounting records and all other records, data and information (in whatever form maintained) in the possession or control of Seller related to the Assets. "Books and Records" does not include documents, records, data and information (i) prepared or used by Seller or its representatives or agents for its internal management, accounting or legal purposes or (ii) subject to a claim of privilege.

1.9 Buyer: Kearsarge Solar, LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts, and its successors or permitted assignees.

1.10 Buyer Indemnified Parties: As defined in Section 7.1.

1.11 Closing: As defined in Section 3.4.

1.12 Closing Date: As defined in Section 3.4.

1.13 Code: The United States Internal Revenue Code of 1986, as amended.

1.14 Confidential Information: means, in addition to any information defined as confidential in the Confidentiality Agreement, all information, documents, data, studies or other material which any Party may disclose to the other Party in the course of their discussions, negotiations and communications of any sort arising from or related to the sale of the Assets, including, specifically, (i) the identity of any Party's vendors, contractors, or other contract parties, (ii) all proprietary or trade secret information of a Party, whether protected by patent, trademark or copyright law or not, (iii) all financial and economic data regarding any Party or its Affiliates, including any models or studies with respect to the financial aspects of the Project or Seller, and (iv) all information and data about business opportunities of any Party or their Affiliates. "Confidential Information" shall not include information which the receiving Party can demonstrate to have been in the possession of the receiving Party prior to disclosure by the disclosing Party, and which is not subject to confidentiality obligations, which is in the public domain or becomes part of the public domain subsequent to the disclosure by the disclosing Party without violation by the receiving Party of any confidentiality obligation, or which is independently developed by the receiving Party without use of Confidential Information.

1.15 Confidentiality Agreement: The Mutual Non-Disclosure Agreement between Seller and Buyer and their respective Affiliates dated December 15, 2023, as amended.

1.16 Contract: Any written or oral contract, lease, easement, including the Site Agreement, license, purchase order for services, equipment or property, binding bid, letter of

credit, security agreement, agreement, or other legally binding arrangement, whether express or implied.

1.17 Electrical Capacity and Energy Purchase Agreement or ECEPA: The agreement by and between Seller and Utility for the sale of energy and capacity from the Solar Facility to Utility with an effective date of April 1, 2023.

1.18 Governmental Authority: Any nation, government, state or other political subdivision thereof, whether foreign or domestic, including, without limitation, any municipality, township or county, and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, including, without limitation, any corporation, or other entity, owned or controlled by any of the foregoing.

1.19 Governmental Authority Approvals: The approvals needed from any Governmental Authority or other Person for Seller to sell the Assets.

1.20 [Reserved.]

1.21 Indemnified Party: As defined in Section 7.3.

1.22 Indemnifying Party: As defined in Section 7.3.

1.23 [Reserved.]

1.24 IRS: The United States Internal Revenue Service.

1.25 Knowledge: The actual and current knowledge of any fact, circumstance or condition. For purposes of this Agreement, Seller's Knowledge shall mean the actual Knowledge of Century Aggregates, Inc. and Buyer's Knowledge shall mean the actual Knowledge of Kearsarge Solar LLC.

1.26 Law: Any international, national, federal, provincial, state or local constitution, statute, law, ordinance, code, rule, regulation, administrative order, writ, injunction, judicial ruling, decree or other legally binding directive enacted, issued, or promulgated by any governmental authority, in each case as amended and interpreted.

1.27 Liability or liabilities: Any liability, indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, incurred or consequential, liquidated or unliquidated, secured or unsecured.

1.28 Lien: Any lien (statutory or otherwise), mortgage, deed of trust, claim, option, right to purchase, right to obtain, right to lease, right to possess, right to use, right of first refusal, right of first offer, lease, easement, right of way, license, reservation, charge, pledge, security interest, hypothecation, assignment, voting trust, proxy, restriction or other encumbrance of any kind or

nature whatsoever, whether voluntary or involuntary, choate or inchoate (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement).

1.29 Litigation: Any complaint, action, suit, proceeding, arbitration or other alternate dispute resolution procedure, demand, investigation or inquiry, whether civil, criminal or administrative, by or before any court or other governmental authority or arbiter.

1.30 Losses: Collectively, (i) all liabilities; (ii) all losses, damages, judgments, awards, penalties and settlements; (iii) all demands, claims, suits, actions, causes of action, proceedings and assessments, whether or not ultimately determined to be valid; and (iv) all costs and expenses (including prejudgment interest in any litigated or arbitrated matter and other interest), court costs and fees and expenses of attorneys, consultants and expert witnesses) of investigating, defending or asserting any of the foregoing or of enforcing this agreement.

1.31 Material Adverse Effect: The result of one or more facts, circumstances or events prior to closing that has or could reasonably be expected to have a material adverse effect on (i) the existence, value or validity of any of the Assets; or (ii) the ability of any Party to perform this Agreement; or (iii) result in any claim, liability or litigation with respect to any Assets; or (iv) cause a diminution in value of the Project or an increase in the expected cost of the Project in excess of ; but excluding any effect of changes in general economic conditions in the United States electric power or solar energy industry or markets or the United States or global economy as a whole; any event or circumstance the effect of which is cured by Seller prior to closing; national or international political conditions, including terrorism or the engagement by the United States in hostilities or acts of war; financial, banking or securities markets, changes in any applicable Law which do not have a materially disproportionate effect on the Assets, taken as a whole; changes caused solely by actions of the Buyer other than as set forth in the next clause; or actions to be taken pursuant to or in accordance with this Agreement or the pendency or completion of the transactions contemplated by this Agreement.

1.32 Permits: All permits, licenses, franchises, registrations, approvals, variances, authorizations, and qualifications obtained from any Governmental Authority or other Person required for development, installation, construction and operation of the Solar Facility.

1.33 Permitted Liens: Any (i) Liens for Taxes not yet due and payable or for Taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established, (ii) zoning, building codes and other land use laws regulating the use or occupancy of such real property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such real property which are not violated in any material respect by the current use or occupancy of such real property or the placement or operation of the Project and the Assets thereof, (iii) easements, covenants, conditions and other restrictions or matters of record or disclosed by survey affecting title to real property which do not materially

impair the current use or occupancy of the property subject thereto which Seller has disclosed to Buyer as of the date of the execution of this Agreement.

1.34 Person: Any individual, corporation, limited liability company, partnership, limited partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental authority or other entity.

1.35 [Reserved.]

1.36 Reports: Collectively, all assessments, analyses, testing and test results, opinions, studies, and reports prepared by or for Seller with respect to any of the Assets or the Solar Facility, including all drawings, designs, plans, specifications, reports, projections, business plans, documents, computer files and other materials created or intended for use in connection with the development, construction and/or operation of the Solar Facility which are in existence, including Seller's rights and interests in any such materials in the hands of engineers, contractors, consultants, accountants or other third parties engaged or used by Seller in connection with the Solar Facility, including but not limited to civil, environmental, structural and electrical engineering project plans and designs, files and records related to permitting topography, wetlands and other Permits, files and records relating to Utility study and approval of the Facility.

1.37 Seller: Collectively, Key and Project Company and their respective successors and permitted assignees.

1.38 Seller Indemnified Parties: As defined in section 7.2

1.39 Site: The real property upon which the Project is to be located as described in Schedule 8.7 and the Site Agreement.

1.40 Site Agreement: The Ground Lease by and between Seller and Buyer dated September , 2024 pursuant to which Buyer acquires the right to own, operate, maintain, optimize, refurbish, and update the Solar Facility as well as develop, construct, own, operate, and maintain an energy storage facility ("Energy Storage Facility") on the Site.

1.41 Taxes: All taxes, charges, fees, levies, rates or dues, or other assessments, including all income, capital gains, capital, sales, use, excise, land transfer, transfer, goods and services, value added, franchise, withholding, payroll, premium, employment, employment insurance, health, education, business, property or other taxes, customs, duties, surtaxes, fees, assessments,

charges or governmental imposts of any kind whatsoever imposed by any Governmental Authority, together with any interest, penalty, fine or addition thereto, whether disputed or not.

1.42 Transfer Taxes: All transfer taxes (excluding taxes measured by net income), including sales, real property, use, excise, stock, stamp, documentary, filing, recording, permit, license, authorization and similar taxes, filing fees and similar charges.

1.43 Utility: Sterling Municipal Light Department, a municipal light department.

ARTICLE II
SALE AND PURCHASE OF ASSETS

2.1 Sale and Purchase of Assets.

(a) The Assets, Defined and Identified. Subject to the terms and conditions of this Agreement, at or prior to the Closing (as defined below) Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, free and clear of all encumbrances, all right, title and interest in and to the Assets set forth in Schedule 2.1, and;

(i) [Reserved.]

(ii) All other rights, privileges, entitlements or other items, tangible or intangible, owned or controlled by Seller or as to which Seller has any right or privilege to own, control or acquire, which are intended, necessary or beneficial for the operation of the Solar Facility.

(b) No Assumption of Seller Liabilities. Buyer hereby specifically states, and Seller specifically acknowledges and agrees, that Buyer does not assume and shall in no event be deemed to have assumed or be liable for any financial or legal obligation, Liability or undertaking of Seller with respect to the Project, unless and except as otherwise expressly provided for in this Agreement or in the Assignments.

(c) Purchase Consideration. Subject to the terms and conditions of this Agreement, as full and complete consideration for the Assets purchased hereunder and Seller's full performance of its other obligations under this Agreement, Buyer shall provide to Seller the following consideration:

(i)) payable in readily available funds at Closing ("Purchase Price"); and

(ii) Assumption of the obligations of the Assets as of Closing and as otherwise provided in the Assignments.

2.2 Transfer Taxes. All transfer, documentary, sales, use or registration taxes in connection with the transfer of the Assets pursuant to this Agreement shall be borne by Seller, whether imposed on Seller or Buyer, and each Party, at its own expense, shall file (to the extent

required or permitted by applicable Law) all necessary tax returns and other documentation required to be filed with respect to all such taxes.

2.3 Allocation of Asset Purchase Price

(a) The Purchase Price and any Liabilities assumed by Seller and all other capitalizable costs, to the extent properly taken into account under Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"), shall be allocated among each of the Assets in the manner as agreed upon between Buyer and Seller on or prior to the Closing Date (the "Allocation Schedule").

(b) Except as otherwise required by applicable law including the Code, Seller and Buyer agree to (i) be bound by the Allocation Schedule, (ii) act in accordance with the Allocation Schedule in the preparation of financial statements and filing of all tax returns (including filing Form 8594 with its income Tax Return for the taxable year that includes the Closing Date) and in the course of any tax audit, tax review or tax litigation relating thereto, and (iii) take no position and cause their respective affiliates to take no position inconsistent with the Allocation Schedule for federal and state income tax purposes.

ARTICLE III

CLOSING

3.1 Seller's Conditions to Closing. Each and every obligation of Seller to be performed on the Closing Date is subject to the satisfaction (or written waiver by Buyer) prior to or at the Closing of each of the following conditions:

(a) Absence of Litigation. No Litigation shall have been commenced or threatened, and no investigation by any Governmental Authority shall have been commenced, against any Party seeking to enjoin or restrain the Closing and related transactions or to recover damages from Buyer or Seller as a result of the transactions subject to the Closing;

(b) Consents and Approvals. All Governmental Authority Approvals required to effect the transfer of the Assets shall have been received not less than two (2) business days prior to the Closing;

(c) Seller Representations and Warranties True on the Closing Date. Except for any changes permitted by the terms of this Agreement or consented to in writing by Buyer, each of the representations and warranties made by Seller in this Agreement, and each of the statements contained in any instrument, list, certificate or writing delivered by Seller pursuant to this Agreement, shall be true and correct in all respects when made as of the complete execution of this Agreement and shall be true and correct in all respects at and as of the Closing Date as though such representations, warranties and statements were made or given on and as of the Closing Date;

(d) Compliance With Agreement. Seller shall have in all material respects performed and complied with all of its agreements and obligations under this Agreement that are

to be performed or complied with by Seller prior to or on the Closing Date, including the delivery of the documents described in Section 3.3;

(e) All the Assets shall be valid and effective and capable of assignment to Buyer, and Seller shall not be in default under any of the Assets and none of the Assets shall otherwise be terminated or ineffective;

(f) All Permits shall have been issued or approved by the applicable Governmental Authority, no appeal shall have been taken from any such Permit and the applicable appeal period shall have expired, and all such Permits shall otherwise be valid and effective;

(g) The interests of the tenant or grantee in the Site under the Site Agreement are free and clear of all Liens other than Permitted Liens and will be fully insurable by Buyer's title insurance company;

(h) [Reserved.]

(i) All Governmental Authority Approvals shall have been received in form and substance acceptable to Buyer;

(j) No Material Adverse Effect shall have occurred and be continuing;

(k) Seller shall have delivered all their deliverables as required by Section 3.3; and;

(l) All other conditions precedent to Closing shall have been satisfied.

3.2 Buyer's Conditions to Closing. Each and every obligation of Buyer to be performed on or after the Closing Date under this Agreement is subject to the satisfaction (or written waiver by Seller) prior to or at the Closing of each of the following conditions:

(a) Buyer's Representations and Warranties True on the Closing Date. Except for any changes permitted by the terms of this Agreement or consented to in writing by Seller, each of the representations and warranties made by Buyer in this Agreement shall be true and correct in all respects when made and shall be true and correct in all respects at and as of the Closing Date as though such representations, warranties and statements were made or given on and as of the Closing Date.

(b) Compliance With Agreement. Buyer shall have in all material respects performed and complied with all of its agreements and obligations under this Agreement that are to be performed or complied with by Buyer prior to or on the Closing Date.

(c) Absence of Litigation. No Litigation shall have been commenced or threatened, and no investigation by any Governmental Authority shall have been commenced, against any Party seeking to enjoin or restrain the Closing and related transactions or to recover damages from Buyer as a result of the transactions subject to the Closing.

3.3 Closing Deliveries.

(a) Seller Deliverables. At or prior to the Closing, Seller shall deliver to Buyer the following items and documents, in each case duly executed by Seller and otherwise in proper form:

(i) The Assets listed in Section 2.1(a) of this Agreement free and clear of all Liens and encumbrances, in form and substance acceptable to Buyer;

(ii) Governmental Authority Approvals

(iii) A certificate from a duly authorized officer or manager of Seller as to Seller's good standing, authorized signatories, satisfaction of the conditions to Closing in Section 3.1, and a copy of the current operating agreement and certified resolutions of the member(s) and/or manager(s) of Seller, in form and substance reasonably satisfactory to Buyer, authorizing and approving this Agreement and the other documents and instruments to be executed and delivered by Seller pursuant to this Agreement with respect to the transaction;

(iv) A certificate of good standing from the Secretary of the State of New York;

(v) A certificate executed by a duly authorized officer, manager or member of Seller that the representations and warranties of Seller made herein are true and correct as of the Closing Date and that Seller has fully performed all of its pre-Closing obligations hereunder;

(vi) Payment instructions including the account information for Seller, along with a W-9 and a certificate of non-foreign status as contemplated under Section 1.445-2(b) of the Code; and

(vii) All other documents, instruments or writings required to be delivered to Buyer at or prior to the Closing pursuant to this Agreement or otherwise necessary to effect the sale transaction and such other certificates of authority and documents as Buyer may reasonably request.

(b) Buyer Deliverables. At or prior to the Closing, Buyer shall deliver to Seller the following documents, in each case duly executed or otherwise in proper form:

(i) A certificate from a duly authorized officer or manager of Buyer as to the Buyer's good standing, authorized signatories, satisfaction of the conditions to Closing in Section 3.2, and a copy of the current operating agreement and certified resolutions of the member(s) and/or manager(s) of Buyer, in form and substance reasonably satisfactory to Seller, authorizing and approving this Agreement and the other documents and instruments to be executed and delivered by Buyer pursuant to this Agreement with respect to the transaction.

(ii) A certificate executed by a duly authorized manager, officer or member of Buyer that the representations and warranties of Buyer made herein are true and correct as of the Closing Date.

3.4 Closing. The closing of the transaction contemplated by this Agreement (the "Closing") will take place on the date that is five (5) business days following the satisfaction or waiver of all the conditions precedent to Closing set forth in Sections 3.1 and 3.2 hereof and Buyer's receipt of all necessary approval and permits from the Utility and the Town of Sterling for the development, construction, interconnection, and operation of the Energy Storage Facility and any upgrades to the Solar Facility, including an amendment to the Solar Facility ECEPA and a contract with the Utility related to the Energy Storage Facility (collectively, the "Energy Storage Facility Development and Solar Facility Expansion Approvals"). The Closing Date may be extended based on a mutual agreement in writing by Buyer and Seller. Notwithstanding the above, and per the language contained in the LOI, if the closing does not take place within 24 months of the signing of the LOI then this deal expires unless both parties agree in writing to extend it.

ARTICLE IV

COVENANTS PRIOR TO CLOSING

4.1 Due Diligence and Access to Information. Until Closing, subject to any required consent of any third Person, Seller shall, and shall cause its members, managers, officers, employees, agents, independent accountants, consultants, independent contractors and advisors to, furnish to Buyer and its representatives, at reasonable times and places, access to the Assets as Buyer may from time to time reasonably request and Seller shall cooperate with Buyer by promptly and fully responding to Buyer's due diligence requests.

4.2 [Reserved.]

4.3 Continuing Development. Prior to Closing, Seller shall remain responsible for all activities necessary for the Solar Facility to remain in commercial operation, including, but not limited to, the following:

(a) Performance and payment of Seller's obligations under the Assets.

(b) Removal or subordination of any liens or encumbrances against the Site that may interfere with Buyer's lease interests under the Site Agreement or the financing of the Energy Storage Facility or Solar Facility, as reasonably determined by Buyer.

4.4 Transfer of Assets. If title to any of the Assets arising or obtained before Closing is held by a Person other than Seller or otherwise not held in the name of Seller, Seller shall cause title to any such Assets to be transferred to Buyer prior to or at the Closing in a manner acceptable to Buyer. Seller shall not, directly or indirectly, transfer or sell, or agree to transfer or sell, any Assets to any third party, or subject any Assets to any Liens or encumbrances.

4.5 Conduct Prior to Closing. Prior to the Closing, Seller will keep Buyer fully apprised of and advised with respect to the status and condition of the Assets. Prior to Closing, Seller shall conduct the operations of the Solar Facility in accordance with existing agreements, Laws and Permits and in the usual and customary manner consistent with prudent industry practices and maintain the Assets in good condition. Seller shall not amend or modify any existing Contracts or Permits included as part of the Assets, nor enter into any new Contracts intended to become part of the Assets or related to the Solar Facility without Buyer's prior written consent. Seller shall not breach, or allow any applicable counterparty to breach, any Contracts or Permit and shall perform all its respective obligations under, and maintain the validity and effectiveness of each Contract and Permit.

4.6 Public Announcements. Seller and Buyer may develop a mutually agreed approach (which shall be reasonably acceptable to each Party) for advising public officials and making a joint public announcement reporting the Solar Facility and the transaction set forth herein, without disclosing the terms required to be kept confidential by this Section 10.3.

4.7 [Reserved.]

4.8 Exclusivity. Neither Seller, nor any of their respective agents or representatives shall directly or indirectly, and except as otherwise agreed by the Parties:

(a) enter into or conduct any discussions with any Persons relative to any sale, or option to sell, any Assets or solicit or encourage, directly or indirectly, submission of any inquiry, proposal or offer related to such a sale, or

(b) entertain or negotiate any offer to purchase or acquire the Project or assets of the Project or any Assets. In the event Seller or its agents or representatives receive any such inquiry, proposal or offer from any Person, Seller will promptly inform such Person of Seller's obligations under this paragraph (without revealing Buyer's name).

4.9 Disclosure Schedules. Seller shall have a continuing obligation to promptly notify the Buyer in writing with respect to any matter that arises or is discovered that, if existing or known on the date of this Agreement, would have been required to be set forth or described in the Schedules or would cause the representations and warranties set forth in Articles VIII and IX not to be true, correct and complete as of the Closing Date or the date on which such matter arose or was discovered.

ARTICLE V

DEFAULT AND TERMINATION

5.1 Seller's Performance Period. If Buyer fails to receive the Energy Storage Facility Development and Solar Facility Expansion Approvals, the Buyer may terminate this Agreement. If Buyer terminates this Agreement for such reason, all obligations of the Parties to this Agreement shall be terminated, other than obligations accruing prior to termination or which expressly survive

termination, including confidentiality, and any Assets previously transferred to Buyer will be returned to Seller and any deposits or monies paid to Seller shall be returned to Buyer within fifteen (15) business days of termination.

5.2 Termination Other Than for Default. This Agreement may be terminated (i) by Buyer in the event any Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or order, or refused to grant any required consent or approval, that has the effect of making the consummation of any material portion of the transactions contemplated by this Agreement illegal or that otherwise prohibits the consummation of such a transaction or the construction, installation or operation of the Facility; (ii) by Buyer in the event that Buyer determines, in its sole discretion, that Buyer is otherwise unable to meet any of the conditions to Closing set forth in Section 3.2, or that achieving or satisfying any such condition will require an unreasonable length of time or unreasonable expense; or (iii) by Buyer upon the occurrence of a Material Adverse Effect.

5.3 Default. This Agreement may be terminated by either Party in the event of a material breach of any covenant or agreement to be performed or complied with by the other Party pursuant to the terms of this Agreement or of any representation or warranty of a Party contained in this Agreement, which breach (i) has continued without cure for a period of thirty (30) days following written notice thereof to the breaching Party or (ii) cannot be cured.

5.4 Effect of Termination. Following any termination of this Agreement, Buyer and Seller will continue to be bound by their obligations set forth in Sections 4.6, 10.2, 10.3 and Article VII, which shall survive termination, and any obligations which have arisen or accrued prior to termination. If this Agreement is terminated as provided herein, all filings, applications and other submissions made to any Governmental Authority or Utility with respect to Buyer's purchase of the Assets shall, to the extent practicable, be withdrawn from the Governmental Authority or Utility to which they were made. In the case of a termination due to a default by a Party, the non-defaulting Party may seek relief for any recoverable losses it has suffered pursuant to the provisions of the applicable indemnity provisions of this Agreement.

ARTICLE VI

POST-CLOSING OBLIGATIONS

6.1 Post-Closing Obligations of Seller. Following Closing, Seller shall be obligated, upon Buyer's reasonable request to do the following:

(a) Provide reasonable assistance and cooperation to Buyer with respect to preparation and finalization of any additional plans, designs and engineering necessary or convenient to construct or operate the Energy Storage Facility and Solar Facility as intended and in the most cost-effective manner;

(b) Execute any documents reasonably requested by Buyer to assist in its financing, construction, ownership and operation of the Energy Storage Facility and Solar Facility; and

(c) Provide reasonable assistance and cooperation to Buyer in Buyer's efforts to secure the Energy Storage Facility Development and Solar Facility Expansion Approvals as well as any additional approvals, Permits or other actions necessary to allow development, construction, and or operation of the Energy Storage Facility and Solar Facility to proceed expeditiously.

6.2 Post-Closing Access to Information; Cooperation. After the Closing, and subject to all applicable confidentiality requirements, each Party shall afford the other Parties, and their respective counsel, accountants and other representatives, during normal business hours, reasonable access to the books, records and other data in such Party's possession relating to the Assets or Project, with respect to periods prior to the Closing, and the right to make copies at its expense, to the extent such access is reasonably required by the requesting Party for any proper business purpose. Without limitation, after the Closing, each Party shall make available to any other Party, as reasonably requested, and to any tax authority that is legally permitted to receive the following pursuant to its subpoena power or its equivalent, all books, records and other data relating to tax Liabilities or potential tax Liabilities for all periods prior to or including the Closing Date and shall preserve all such books, records and other data until the expiration of any applicable statute of limitations for assessment or refund of taxes or extensions thereof.

6.3 Further Assurances. From time to time after the date of this Agreement, upon request of any Party and without further consideration, each Party shall execute and deliver to the requesting Party such documents and take such action as may reasonably requested by the requesting Party to consummate more effectively the intent and purpose of the Parties under this Agreement and the transactions contemplated by this Agreement.

6.4 [Reserved.]

ARTICLE VII

INDEMNIFICATION

7.1 By Seller. From and after the Closing Date, upon the terms and subject to the conditions set forth in this Article VII, Seller shall indemnify, defend and hold harmless Buyer and its Affiliates and their respective directors, members, officers, managers, employees, agents and other representatives (collectively, the "Buyer Indemnified Parties"), from and against all losses asserted against, resulting from, imposed upon or incurred by any Buyer Indemnified Party, by reason of, arising out of or resulting from: (a) any material inaccuracy or breach of any representation or warranty of Seller contained in or made pursuant to this Agreement; or (b) any material breach of any covenant of Seller contained in or made pursuant to this Agreement. Seller further agrees to indemnify and hold each Buyer Indemnified Party harmless from and against any and all Losses actually incurred by any Buyer Indemnified Party arising or resulting from (i) Seller's performance or failure to perform under any Contract or Permit prior to the Closing Date, (ii) the Assets prior to the Closing Date; and (iii) Seller's refusal to close as required by this Agreement.

7.2 By Buyer. From and after the Closing Date, upon the terms and subject to the conditions set forth in this Article VII, Buyer shall indemnify, defend and hold harmless Seller,

and its respective directors, officers, managers, employees, agents and other representatives (collectively, the "Seller Indemnified Parties"), from and against all Losses asserted against, resulting from, imposed upon or incurred by any Seller Indemnified Party, directly or indirectly, by reason of or resulting from (a) any material inaccuracy or breach of any representation or warranty of Buyer contained in or made pursuant to this Agreement or (b) any material breach of any covenant of Buyer contained in this Agreement.

7.3 Notice of Claims; Defense by Indemnifying Party. Any Party hereto seeking indemnification hereunder (the "Indemnified Party") shall, promptly after discovery of any event, condition, or any other claim arising hereunder (an "Indemnification Claim"), give written notice thereof to such other Party (the "Indemnifying Party").

7.4 Third Party Claims. If the Indemnification Claim is based in whole or in part upon any claim or legal proceeding asserted by a person or entity that is not a party to this Agreement (a "Third Party Claim"), promptly after receipt of notice of the Third Party Claim, the Indemnified Party shall notify the Indemnifying Party of such claim. The Indemnified Party shall, promptly after receipt, provide the Indemnifying Party with copies of all complaints, claims and other material notices and documents in sufficient time to allow the Indemnifying Party to respond. The failure or delay of the Indemnified Party to deliver prompt written notice of a claim shall not affect the indemnity obligations of the Indemnifying Party hereunder, except to the extent the Indemnifying Party was actually disadvantaged by such failure or delay in delivery of notice of such claim. The Indemnifying Party shall have a period of 30 days following the receipt of such notice to notify the Indemnified Party of whether the Indemnifying Party admits its indemnification obligation with respect to the claim, which shall constitute its agreement to pay all Losses arising from the claim, and elects to assume the defense thereof. With the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, the Indemnifying Party may undertake the defense of the Third Party Claim without admitting that it has an indemnification obligation hereunder. So long as the Indemnifying Party is defending the Third Party Claim actively and in good faith, the Indemnified Party shall not settle the Third Party Claim unless it has waived in writing any right to indemnity by the Indemnifying Party for such claim or settlement or the Indemnifying Party agrees to a settlement. If the Indemnifying Party notifies the Indemnified Party that it elects to assume the defense as provided above, the Indemnifying Party thereafter shall undertake and diligently pursue the defense of the Third Party Claim. Without the reasonable consent of the Indemnified Party, the Indemnifying Party shall not consent to entry of judgment or enter into any settlement agreement, which admits liability or does not include a complete and unconditional release of the Indemnified Party or which imposes injunctive or other non-monetary relief against the Indemnified Party. The Indemnified Party shall be entitled to participate in, but not control, the defense thereof, with counsel of its choice and at its own expense. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any the Third Party Claim, and shall in other respects give reasonable cooperation in such defense.

7.5 If the Indemnifying Party does not give the requisite notice, or fails to assume and diligently pursue the defense of such Third Party Claim, the Indemnified Party may defend against such Third Party Claim in such manner as it may deem appropriate, including without limitation

settlement thereof on such terms as the Indemnified Party may deem appropriate, and to pursue such remedies as may be available to the Indemnified Party against the Indemnifying Party.

7.6 Payment. The Indemnifying Party shall promptly pay the Indemnified Party any amount due under this Article VII. Upon judgment, determination, settlement or compromise of any Third Party Claim, the Indemnifying Party shall pay promptly on behalf of the Indemnified Party, and/or to the Indemnified Party in reimbursement of any amount previously paid by the Indemnified Party, the amount so determined by a final, non-appealable judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto. If the Indemnifying Party desires to appeal from an adverse judgment, then the Indemnifying Party shall post and pay the cost of the security or bond to stay execution of the judgment pending appeal. Upon the payment in full by the Indemnifying Party of such amounts, the Indemnifying Party shall succeed to the rights of such Indemnified Party, to the extent not waived in settlement, against the Person that made the Third Party Claim.

7.7 Limitations on Indemnification. Except for any intentional or knowing breach or misrepresentation, as to which claims may be brought within the applicable statute of limitations:

(a) [Reserved.]

(b) Basket. An Indemnified Party shall not be entitled to indemnification under this Article VII for breaches of representations and/or warranties unless the aggregate of the Indemnifying Party's indemnification obligations under this Article VII for breaches of representations and/or warranties (but for this Section 7.7(b)) exceeds $5,000 in the aggregate; but in such event, the Indemnified Party shall be entitled to indemnification in full for all breaches of representations and/or warranties.

(c) General. The limitations set forth in this Section 7.7 do not in any way limit the obligation of any Party to indemnify the other Party or Parties from and against any Losses arising from any other cause, even if such breach also constitutes a breach of a representation or warranty.

7.8 No Waiver. The Closing on the Assets shall not constitute a waiver by any Party of its rights to indemnification hereunder, regardless of whether the Indemnified Party has knowledge of the basis of the claim at or prior to Closing, and regardless of whether such breach, violation or failure is deemed to be "material." No representation, warranty or covenant contained in this Agreement or in any Schedule or any document or instrument executed and delivered pursuant hereto shall merge into the Assignments, documents, agreements and instruments to be delivered at Closing.

7.9 Maximum Liability. Anything in this Agreement to the contrary notwithstanding, in no event shall Buyer be liable to Seller Indemnified Parties, for the portion of a Third Party Claim judgment exceeding the payment made under Section 2.1(i), and in no event shall Seller be liable to Buyer Indemnified Parties, respectively, for the portion of a Third Party Claim judgment

exceeding the value of the Solar Facility.

7.10 Further Indemnity Limitations.

(b) Mitigation. Notwithstanding anything to the contrary contained herein, the Indemnified Party will take all reasonable steps to mitigate all Losses relating to a claim, including availing itself of any defenses, limitations, rights of contribution, claims against third Persons and other rights at law or equity, and will provide such evidence and documentation of the nature and extent of the claim as may be reasonably requested by the Indemnifying Party.

7.11 Sole and Exclusive Remedy. Subject to Section 7.12, from and after the Closing, the indemnification provisions of this Article VII shall be the sole and exclusive remedy of each Party (including Seller Indemnified Parties and the Buyer Indemnified Parties) for any breach of any Party's representations, warranties, covenants or agreements contained in this Agreement.

7.12 [Reserved.]

7.13 Waiver of Damages. Notwithstanding anything to the contrary contained in this Agreement, Seller and Buyer agree that the recovery by any Indemnified Party of any damages suffered or incurred by such Indemnified Party as a result of any breach by another Party of any of its obligations under this Agreement shall be limited to the actual damages suffered or incurred by an Indemnified Party as a result of the breach by the breaching Party of its obligations hereunder and in no event shall the breaching Party be liable to an Indemnified Party for any indirect, consequential, special, exemplary or punitive damages, except to the extent that the actual damages suffered or incurred by an Indemnified Party includes indirect, consequential, special, exemplary, or punitive damages due to a third party pursuant to a Third Party Claim, which damages shall be subject to indemnification hereunder. In addition, Seller acknowledges that any diminution in the value of an Asset or the Solar Facility constitutes direct and actual damages recoverable by Buyer under this Agreement.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as of the date hereof and through the Closing Date as follows:

8.1 Organization, Good Standing and Qualification. Seller is duly organized, validly existing and in good standing under the laws of New York, and has all requisite power and authority to carry on its business as now conducted and as proposed to be conducted and to enter into and consummate this Agreement and each of the related documents to which it is a party. Seller is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business requires such qualification.

8.2 Authorization; Enforceability. Seller has all requisite power and authority and has taken all requisite action necessary to authorize it to (i) execute and deliver this Agreement and the other documents and instruments to be executed and delivered by Seller pursuant hereto to which it is a signatory, (ii) sell and transfer the Assets to Buyer, (iii) incur its obligations under this Agreement and the other documents and instruments to which it is a signatory, and (iv) perform its obligations under the terms of this Agreement and the other documents and instruments to which it is a signatory. This Agreement and the other documents and instruments to be executed and delivered by Seller pursuant hereto to which it is a signatory have been duly authorized, executed and delivered by Seller. No other or further act or proceeding on the part of Seller is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Seller pursuant hereto or the consummation of the transactions contemplated hereby and thereby. Seller has delivered to Buyer true, correct and complete copies of all consents, resolutions and other documents necessary to duly authorize the execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Seller pursuant hereto and the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Seller pursuant hereto will constitute, valid and binding agreements of Seller, as the case may be, enforceable in accordance with their respective terms, subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application that affect creditor's rights generally; (ii) general principles of equity and (iii) the power of a court to deny enforcement of remedies generally based upon public policy.

8.3 No Violation. Neither the execution and delivery of this Agreement or the other documents and instruments to be executed and delivered by Seller pursuant hereto nor the consummation by Seller of the transactions contemplated hereby: (a) will, to Seller's Knowledge, violate any Laws; or (b) will violate or conflict with, or constitute a default (or an event that, with notice or lapse of time, or both, would constitute a default) under, or will result in the termination of, or accelerate the performance required under, any Contract or (c) result in the creation of any Lien upon any of the Assets.

8.4 Permits. The Permits included in Schedule 2.1 are existing and in full force and effect and, subject to receipt of any Governmental Authority Approvals, will not be affected or made subject to any loss, limitation or obligation to reapply as a result of the transactions contemplated hereby. There are no Claims pending or, to Seller's Knowledge, threatened, which challenge the validity or enforceability of any Permit, Seller has received no notice of any violation or alleged violation by Seller of any Permit, and to Seller's Knowledge, Seller is and has been in full compliance with the provisions of all Permits.

8.5 Seller Assets. Section 2.1 sets forth a true, correct and complete list of the Assets. Seller has good, valid and marketable title, in their own name, to all of the applicable Assets as noted in Section 2.1, and will acquire title to any applicable additional Assets, subject to no Liens except for Permitted Liens, and there are no outstanding options or other Contracts for the purchase or acquisition of all or any portion of the Assets in favor of any Person other than Buyer.

8.6 [Reserved.]

8.7 Site. Schedule 8.7 sets forth the description of the Site for the Project, together with any instruments in favor of Seller with respect to the Site and any Liens and Permitted Liens encumbering the Site known to Seller.

8.8 Reports; Interconnection Materials. Schedule 2.1 describes the Reports related to the Project and are to be provided to Buyer, including each interconnection application and interconnection study with respect to the Solar Facility.

8.9 Governmental Authority Approvals. The Governmental Authority Approvals include all of the consents, acknowledgements, approvals, orders or authorizations of, or filings with or, notices to, any Governmental Authority or third party required for (i) valid execution, delivery, and performance of this Agreement and the Assignments by Seller and (ii) the valid sale and transfer of the Assets by Seller to Buyer. No other approval or consent of a Governmental Authority or other Person is required for Seller's execution, delivery or performance of this Agreement, the Assignments, and related agreements.

8.10 Public Utility Status. Seller nor any of its members is subject to regulation as a "public utility" under the Laws of the Commonwealth of Massachusetts or United States.

8.11 No Undisclosed Liabilities. There are no obligations of future performance or payment under the Assets known to Seller which are not either expressly contained within any documents comprising the Assets or otherwise disclosed to Buyer.

8.12 Brokers' Fees. No broker, finder, investment banker or other person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by this Agreement based on arrangements made by Seller or any of its affiliates.

8.13 Litigation. There is no Litigation pending or, to the Knowledge of Seller, threatened that: (i) is reasonably likely to prohibit or restrain the ability of either Seller to enter into this Agreement or consummate the transactions contemplated hereby (ii) will affect the Site, Assets, or development, construction, and or operation of the Energy Storage Facility and Solar Facility. To Seller's Knowledge, no event has occurred and no action has been taken that is reasonably likely to result in such Litigation.

8.14 Solvency. No petition or notice has been presented, no order has been made and no resolution has been passed for the bankruptcy, liquidation, winding-up or dissolution of any Seller or any Affiliate of a Seller. No receiver, trustee, custodian or similar fiduciary has been appointed over the whole or any part of any of the Assets. Neither Seller nor any Affiliate has admitted in writing to a court its inability to pay its debts generally as they become due or has any plan or intention of filing, making or obtaining any such petition, notice, order or resolution or of seeking the appointment of a receiver, trustee, custodian or similar fiduciary.

8.15 Full Disclosure. No representation or warranty made by Seller in this Agreement, nor any statement, certificate, schedule or exhibit hereto furnished or to be furnished by or on behalf of Seller pursuant to this Agreement or in connection with transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading. All statements

and information contained in the Schedules or in any certificate, instrument or other document delivered by or on behalf of Seller pursuant hereto shall be deemed representations and warranties by Seller hereunder. Each copy of an original document included in the Schedules is a true, correct and complete copy of such document and includes all material exhibits, schedules, amendments, supplements or other modifications to such document.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as of the date hereof and as of the Closing Date as follows:

9.1 Organization and Good Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts.

9.2 Authorization; Enforceability. The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Buyer pursuant hereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by Buyer. No other or further limited liability company act or proceeding on the part of Buyer or its member is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Buyer pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Buyer pursuant hereto will constitute, valid and binding agreements of Buyer, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles, and the power of a court to deny enforcement of remedies generally based on public policy.

9.3 Brokers' Fees. No broker, finder, investment banker or other person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by this Agreement based on arrangements made by Buyer or any of its Affiliates.

9.4 Solvency. No petition or notice has been presented, no order has been made and no resolution has been passed for the bankruptcy, liquidation, winding-up or dissolution of Buyer or any member of Buyer. Neither Buyer nor any of its members has admitted in writing to a court its inability to pay its debts generally as they become due or has any plan or intention of filing, making or obtaining any such petition, notice, order or resolution or of seeking the appointment of a receiver, trustee, custodian or similar fiduciary.

9.5 Litigation. There is no Litigation pending or, to Buyer's Knowledge, threatened that are reasonably likely to prohibit or restrain the ability of Buyer to enter into this Agreement or consummate the transactions contemplated hereby.

ARTICLE X
MISCELLANEOUS

10.1 Efforts to Consummate; Time is of the Essence. Each of Seller and Buyer acknowledge and agree that with respect to this Agreement, and the various terms and conditions set forth therein, time is of the essence. All Parties agree to use their commercially reasonable efforts to take all actions and do all things necessary to consummate, as soon as reasonably practicable, all of the transactions contemplated herein and to avoid taking any action that would reasonably be expected to materially delay this transaction.

10.2 Expenses. Except as otherwise provided herein, each of the Parties will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

10.3 Confidentiality; Press Releases and Public Announcements. Except as and to the extent required by law, without the prior written consent of the other Parties, no Party will disclose or use, and will direct their representatives not to disclose or use, any information shared by any Party that is designated confidential for any other purpose than the consummation of this transaction. This obligation shall be in addition to such other obligation as may apply to the Parties in the Confidentiality Agreement. No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Parties.

10.4 Notices. All notices, consents, waivers and deliveries ("Notices") under this Agreement must be in writing and will be deemed to have been duly given when (i) delivered by hand, (ii) sent by E-Mail, provided proof of delivery can be furnished, (iii) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), or (iv) five (5) days after being sent registered or certified mail, return receipt requested, in each case to the appropriate addresses set forth below (or to such other addresses as a Party may hereafter designate by similar Notice to the other Party):

If to Seller:

Century Aggregate, Inc.
Route 155 Granada Terrace
Watervliet, NY

With a copy to:

Thomas F. Murphy, Jr.Shea, Murphy & Gulde, P.C.
35 Center Street
Burlington, MA 01803
781-272-0900 (tel)
tmurphy@sheamurphygulde.com

If to Buyer:

KEARSARGE SOLAR LLC
c/o Kearsarge Energy LLC
1380 Soldiers Field Rd, Suite 3900
Boston, MA 02135
(617) 393-4222
ATTN: Andrew Bernstein
EMAIL: abernstein@kearsargeenergy.com

10.5 [Reserved.]

10.6 Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party to be charged with such amendment or waiver. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.7 Governing Law; Dispute Resolution; Legal Fees and Costs. This Agreement is entered into under, and shall be construed in accordance with, and governed by, the laws of The Commonwealth of Massachusetts, without giving effect to conflicts of law principles that would require the application of the laws of another state. THE PARTIES EACH EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. The Parties agree that Suffolk County in the Commonwealth of Massachusetts shall have exclusive jurisdiction over any disputes arising out of this Agreement, and each Party hereby waives any objection and submits to the personal jurisdiction of such venue. In the event of any disputes or controversies arising from this Agreement or its interpretation, the Party prevailing in a court of competent jurisdiction or receiving a settlement payment will be entitled to receive reasonable legal fees and costs incurred in connection with same. Each party will have the right to choose its own counsel in connection with any such matter, with all reasonable legal fees and related costs to be reimbursed by the party that does not prevail in the dispute or controversy.

10.8 [Reserved.]

10.9 Entire Agreement.

(a) This Agreement supersedes all prior agreements among the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. The schedules identified in and attached to this Agreement are incorporated herein by reference and shall be deemed as fully a part hereof as if set forth herein in full.

10.10 Assignments, Successors and No Third-Party Rights. Neither Buyer nor any Seller may assign any of its rights under this Agreement without the prior written consent of the other,

which shall not be unreasonably delayed or withheld, except that Buyer may without such consent of Seller assign its rights under this Agreement to any Affiliate. Any purported assignment without the required prior consent shall be void. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any person other than the Parties hereto any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. Notwithstanding the foregoing, (a) changes in control of Buyer shall not be deemed an assignment of this Agreement, and (b) Buyer shall be entitled to assign its rights and interests in this Agreement for collateral and/or financing purposes and shall have the unilateral right, without Seller's prior consent, to collaterally assign its rights and obligations under this Agreement to a third party providing financing, including an entity that is formed for the purpose of providing such financing.

10.11 Cooperation with Financing. Seller acknowledges that Buyer will be financing the acquisition of the Assets with one or more lenders and tax credit equity investors (any lenders or tax credit equity investors, the "Financing Parties"), and Seller agrees that it shall cooperate with Buyer and its Financing Parties in connection with the financing, including (a) the furnishing of such reasonably requested information, and (b) the giving of such certificates and estoppels relating to this Agreement, the Assets and the Project, as Buyer and its Financing Parties may reasonably request; provided that the foregoing undertaking shall not obligate Seller to materially change any rights or benefits, or materially increase any burdens, costs, liabilities or obligations of Seller under this Agreement.

10.12 Severability. The determination of any court that any provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity of the offending term or provision in any other situation or in any other jurisdiction. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in order that the transactions contemplated herein can be consummated as originally contemplated to the fullest extent possible.

10.13 Headings; Construction.

(a) The captions, titles and headings used in this Agreement are for convenience of reference only, shall not be deemed part of this Agreement and shall not affect its construction or interpretation.

(b) The Parties have participated jointly in the drafting of this Agreement and each Party was either represented by counsel or knowingly and intentionally declined such representation in the negotiation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

10.14 [Reserved.]

10.15 Counterparts; Facsimile. 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. Original signatures hereto and to other documents may be delivered by facsimile or e-mail which shall be deemed originals or electric transmittal in .pdf format.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

SELLER:

CENTURY AGGREGATES, INC.

By: _____
Name: Carl Clementz
Title: President

BUYER:

KEARSARGE SOLAR LLC

By: _____
Name: Andrew J. Bernstein
Title: Manager

Schedule 2.1

Assets

Electrical Capacity and Energy Purchase Agreement

Electrical Capacity and Energy Purchase Agreement by and between the Sterling Municipal Light Department and Century Aggregates, Inc. with an effective date of April 1, 2023

Permits

Letters evidencing Town of Sterling Planning Board site plan approval, dated July 28, 2011 and undated

Department of Conservation and Recreation Watershed Protection Act Applicability Determination, dated August 4, 2011

Drawings and Design

As-Built plan set, prepared by Nexamp Energy and Carbon Solutions, issued December 21, 2011

Schedule 8.7

Description of the Property

A portion of Sterling, Massachusetts parcel 104-2 as shown in Exhibit C of the Site Agreement