SOLAR SITE LEASE AGREEMENT

This SOLAR SITE LEASE AGREEMENT (this "**Lease**") is entered into as of the Effective Date by and between Landlord and Tenant (defined below). As used herein, Landlord and Tenant are referred to together as the "**Parties**" and each a "**Party**".

In consideration of the mutual promises of the Parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and Landlord hereby agree as follows:

BASIC LEASE PROVISIONS

EFFECTIVE DATE	April 21, 2023.
LANDLORD	D. Rose Real Estate, LLC, a Connecticut limited liability company.
TENANT	1050 Day Hill Rd Project, LLC, a Delaware limited liability company.
PROPERTY	That certain real property, any improvements located thereon and rights, benefits and easements appurtenant to the parcels located in the City/Town of Windsor, County of Hartford, State of Connecticut as identified on **Exhibit A**.
PREMISES	The portion of the Property as depicted in the site plan attached hereto as **Exhibit B** (the "**Site Plan**"), consisting of the Rooftop Space.
BUILDING	That certain manufacturing building depicted on the Site Plan and located on the Landlord's Property, to which the Solar Facility will be interconnected.
ROOFTOP SPACE	The surface of the roof of the Building necessary to install and site the Solar Facility (as defined below) and any other equipment (including inverters, transformers, meters, electrical panels, monitoring equipment conduit and/or related equipment) necessary to interconnect the Solar Facility to the Building, as depicted in the Site Plan.
BASIC RENT	From the Effective Date and continuing for the remainder of the Term: an annual amount equal to One and 00/100 Dollars ($1.00), which shall be payable annually pursuant to Section 5 below.
TERM	The period commencing on the Effective Date and expiring on the date that is twenty-five (25) years after the Commercial Operation Date (defined below) (the "**Initial Term**"). On the condition that the PPA (as defined below) has been extended in accordance with the terms thereof, Tenant shall have the right to extend the Initial Term for one (1) additional five (5) year period (the "**Renewal Term**"), provided that Tenant delivers notice to Landlord of its intent to exercise the Renewal Term at least thirty (30) days prior to the expiration of the Initial Term. The Initial Term and the Renewal Term are referred to herein collectively as the "**Term**".

COMMERCIAL OPERATION DATE	That date on which Tenant notifies Landlord that (a) completion of the construction and successful testing of the Solar Facility has occurred, and (b) the Solar Facility has obtained final approval for interconnected operation by the local electric distribution system owner and operator providing electric distribution and interconnection services to Tenant at the Premises, as well as any other electric distribution or transmission owner or operator with approval and/or consent rights of any kind in connection with the Solar Facility (the "**Utility**").

LIST OF EXHIBITS

EXHIBIT A – Legal Description of the Property

EXHIBIT B – Site Plan – Depiction of the Rooftop Space

EXHIBIT C – Form of Memorandum of Lease

1. **Basic Lease Provisions**. The Basic Lease Provisions set forth above and the Exhibits attached to this Lease are each incorporated into the body of this Lease as if set forth in full.

2. **Lease of Rooftop Space**.

(a) **Lease**. Landlord hereby leases and grants to Tenant exclusive rights to the Premises (the "**Leased Space**") and Tenant agrees to and does hereby lease from Landlord, subject to the terms and conditions of this Lease, the Leased Space, together with all right, title and interest of Landlord in and to all easements, rights, privileges and appurtenances to the same belonging or in any way appertaining thereto, for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, modifying and/or repairing a solar electric generation and distribution facility, which is expected to include all photovoltaic solar panels, mounting systems, inverters, transformers, integrators, all electrical lines and conduits required to collect and transmit electrical energy to the Building and such additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment and other necessary and convenient equipment and appurtenances common to such a facility (collectively, the "**Solar Facility**").

(b) **Common Areas**. Tenant shall be entitled to the non-exclusive use of all parking areas, pedestrian walkways, driveways and access roads, entrances and exits, and landscaped areas on the Property ("**Common Areas**") during the Term to the extent such use is necessary for Tenant's maintenance, repair, and operation of the Solar Facility and access to the Leased Space.

(c) **Cable Easement**. Landlord hereby grants Tenant, and Tenant hereby accepts from Landlord, a non-exclusive easement to use portions of the Property (outside of the Leased Space) and the Building's riser systems, chase ways, exterior wall surface, roof surface, ground surface or below ground (collectively, the "**Cable Easement**"), which areas shall be referred to herein as the "**Cable Easement Area**," for the purposes of installing, operating, maintaining, interconnecting, repairing, removing and replacing cables, conduits, network connections, data acquisition and telecommunications lines and related transmission lines, all of which shall be used in connection with the operation of the Solar Facility. Tenant shall exercise reasonable care and reasonable consideration in entering upon the Cable Easement Area so as to not unreasonably interfere with the use and enjoyment of the Cable Easement Area by its owners and occupants. The Cable Easement granted herein shall bind Landlord and its successors under this Lease; provided, however, that the term of the Cable Easement shall be concurrent with the Term of this Lease and the Cable Easement shall expire or terminate automatically upon the expiration or termination of this Lease. Landlord shall keep the Cable Easement Area free of obstruction and shall not construct or place in or on the Cable Easement Area any landscaping, trees, bushes, buildings or other structures of any kind in a manner which may interfere with or damage the cables, conduits, equipment and related transmission lines lying within the Cable Easement Area and/or interfere with Tenant's access to or use of such lines.

(d) **Construction Easement Area**. Landlord hereby further grants to Tenant, and Tenant hereby accepts from Landlord, a non-exclusive easement to use an area of the Property in a location mutually agreed upon by the Parties (the "**Construction Easement**"), which area shall be referred to herein as the "**Construction Easement Area**", for use as a laydown and construction staging area and for temporary storage commencing on the Effective Date and expiring on the Commercial Operation Date. Subject to the Tenant obtaining all applicable permits for its activities in the Construction Easement Area, Tenant shall have access to the Construction Easement Area 24 hours per day, 7 days per week. Tenant agrees to work in good faith with Landlord to minimize any interference with the operations of other tenants of the Building. Upon or prior to the Commercial Operation Date, Tenant, at Tenant's sole cost and expense, shall surrender the Construction

Easement Area to Landlord in substantially the same condition as the date Tenant first occupied the Construction Easement Area, ordinary wear and tear and casualty excepted. The Cable Easement Area and the Construction Easement Area may be referred to collectively as the "**Easement Areas**".

(e) **Utility Easements**. Landlord agrees to reasonably cooperate, at Tenant's sole cost and expense, in the granting of reasonably necessary easements to the Utility to install such utilities on, over and/or under the Leased Space, the Property and through the Building as necessary for Tenant to operate and interconnect the Solar Facility, provided, however, the location of such utilities shall be mutually agreed upon by the Utility, Tenant and Landlord. In all events the Utility's easements as contemplated in this Section 2(e) shall include a provision that the easements shall automatically expire upon the date that is one hundred eighty (180) days after the date of expiration or earlier termination of the Lease.

(f) **PPA**. Landlord and Tenant acknowledge and agree that, simultaneous with the execution of this Lease, Tenant and Aero Gear, Inc., an affiliate of Landlord ("**Offtaker**"), shall execute that certain Amended and Restated Solar Power Purchase Agreement (the "**PPA**"), pursuant to which Tenant will sell to Offtaker and Offtaker will purchase from Tenant solar generated electric energy from the Solar Facility. Landlord hereby acknowledges that it has been provided with a copy of the fully executed PPA. To the extent of any conflict or inconsistency between the terms of this Lease and the terms of the PPA, the terms of the PPA shall control.

3. **Delivery of Leased Space**. Landlord shall deliver the Leased Space to Tenant on the Effective Date in a condition which is clean and free of debris. Landlord represents and warrants to Tenant that as of the Effective Date: (a) the existing structure of the Building (including the roof, foundations and exterior walls), the Common Areas and all Building systems (including the plumbing, electrical, ventilating, air conditioning, heating, and loading docks if any) are in good operating condition, comply with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating Hazardous Substances (as defined below)) (collectively, "**Laws**"), and are free of any Hazardous Substances, or any other substance or matter imposing liability for cleanup costs or expenses on any person or entity under any statutory or common law theory, (b) there are no claims by any governmental authorities alleging a violation of applicable building codes, regulations, or ordinances exists with regard to the Building and the Premises, or any part thereof, as of the Effective Date, and (c) there are no covenants, conditions, restrictions or other private restrictions encumbering the Premises which in any way limit or otherwise restrict the Permitted Use (defined below).

4. **Term of Lease**. Notwithstanding the foregoing, Tenant may terminate this Lease at any time prior to the Commercial Operation Date for any reason or no reason whatsoever, without penalty, by providing written notice to Landlord prior to the Commercial Operation Date. Upon such termination, except as expressly set forth herein and except for decommissioning obligations set forth herein, this Lease shall be of no further force or effect and all rights, duties and obligations of Landlord and Tenant under this Lease shall terminate, except for those that expressly survive termination of the Lease; provided, however, that Landlord shall promptly refund to Tenant all pre-paid Basic Rent if any previously paid for the remaining portions of the Term no longer technically compatible for its use. Notwithstanding anything in this Lease to the contrary, this Lease shall automatically terminate without any further act or action of the Parties upon the termination of the PPA, or if the PPA does not become effective, for any reason.

5. **Rent**. Tenant covenants and agrees to pay Landlord during the Term the amount of the "**Basic Rent**" described in the Basic Lease Provisions above. Basic Rent due from the Effective Date and throughout the rest of the

Term shall be payable annually in advance and shall be due on or before the fifth (5th) business day after the Effective Date and each anniversary thereafter during the Term.

6. **Use and Access**.

(a) **Permitted Use**. Tenant shall use the Leased Space only for the installation, construction, operation, interconnection, disconnection, maintenance, alteration, repair, improvement, replacement, reconstruction and removal of the Solar Facility and uses incidental thereto (the "**Permitted Use**").

(b) **Other Uses**. At all times during the Term, Tenant shall have the exclusive and continuous right to unobstructed direct sunlight for operation of the Solar Facility. Landlord shall not use (or allow the use of) any portions of the roof of the Building not leased hereunder for any purpose, or grant easements or subleases in favor of third persons for the installation or operation of telecommunications equipment, satellite dishes, antennae, building service equipment or other improvements on the Property that may interfere with the Permitted Use (collectively, "**Other Uses**") without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Landlord agrees that Tenant will not be deemed to be unreasonably withholding, conditioning or delaying its consent if such Other Uses cast shadows, block or restrict access to direct sunlight or otherwise materially interfere with any of Tenant's rights under this Lease. Any such use, sublease or easement entered into after the Effective Date of this Lease shall expressly provide that they are subject and subordinate in all respects to this Lease and to the rights of Tenant hereunder. The Parties acknowledge that there may not be an adequate remedy at law for noncompliance with the provisions of this Section 6, and therefore Tenant shall have the right to seek equitable remedies, including without limitation the remedies of injunctive relief and specific performance to enjoin any use of the Leased Space or the Easement Areas that has a material adverse effect on or results in a material interference with Tenant's business or operations or the amount of electricity generated by the Solar Facility.

(c) **Access**. Provided that Tenant complies with all reasonable building-standard security measures adopted in writing by Landlord (at Landlord's sole cost and expense) and provided in advance in writing to Tenant, Tenant and Tenant's designees (including Tenant's Financing Party, as defined below, and any Utility) shall have the non-exclusive right of ingress and egress from a public right of way, seven (7) days a week, twenty four (24) hours a day, over the Property (including, without limitation, through the Building) for the purpose of construction, installation, operation, interconnection, inspection, maintenance, repair and improvements of the Solar Facility.

(d) **Relocation Right**. If there are any satellite dishes, antennae, building service equipment or other improvements on the Leased Space on the Effective Date (the "**Existing Equipment**"), then, subject to obtaining such necessary Governmental Approvals and other required third party consents (if applicable), Tenant shall have the right, at its sole cost and expense, to relocate any or all of the Existing Equipment to another location on the Property reasonably acceptable to Landlord, and Landlord agrees to reasonably cooperate with Tenant's efforts to obtain any necessary third party consents to relocate any Existing Equipment.

(e) **Installation**. Tenant shall have the right to install the Solar Facility on the Leased Space, and to make such other installations on the Leased Space as may be reasonably necessary in connection with the Permitted Use. Subject to the terms and conditions of this Lease, Tenant shall have the right at any time and from time to time to repair, replace, remove, improve, enhance, relocate or replace the Solar Facility or any portion thereof with new or different equipment with the same or different specifications (each, an "**Alteration**"), so long as the installation of such Alterations are otherwise in compliance with this Lease and all applicable Laws and are within the Leased Space. Tenant shall provide Landlord with (i) no less than thirty (30) days advance notice of the commencement of the installation of

any Alteration; and (ii) a copy of the design (including all applicable plans and specifications and similar documentation reasonably requested by Landlord in writing) of any such Alteration to Landlord; provided, however, that Landlord agrees that such design is the proprietary property of Tenant.

7. **Solar Facility; Personal Property; Use of Leased Space**.

(a) **Improvements as Personal Property**. The Parties agree that any improvements, equipment, buildings, foundations, poles, towers or transmission lines at any time constructed by or for Tenant on the Leased Space, or at any time acquired by or for Tenant and located on the Leased Space, including, without limitation, the Solar Facility (the "**Improvements**") are hereby severed by agreement and intention of the Parties and shall remain severed from the Property, and shall be considered with respect to the interests of the parties hereto as the property of Tenant or a Financing Party (defined below) designated by Tenant, and, even though attached or affixed to or installed upon the Property, shall not be considered to be fixtures or a part of the Property and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Property by Landlord. Landlord waives any rights it may have under the laws of the state where the Property is located, arising under this Lease, or otherwise, to any lien upon, or any right to distress or attachment upon, or any other interest in, any item constituting part of the Solar Facility or any other equipment or other Improvements and consents to the filing by Tenant, on behalf of Landlord, of a disclaimer of the Solar Facility and the Improvements as fixtures of the Property in the official records of the county where the Property is located. The parties further agree that all Environmental Attributes (defined below) and Solar Incentives (defined below) belong solely to Tenant and shall remain the personal property of Tenant and shall not attach to or be deemed a part of, or fixture to, the Property. The Solar Facility and other Improvements shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code as adopted by the State of Connecticut. "**Environmental Attributes**" shall have the meaning set forth in the PPA. "**Solar Incentives**" shall means the Environmental Incentives and Tax Credits, each as defined in the PPA.

(b) **Additions and Removals**. Tenant shall have the right, but not the obligation, at any time and from time to time during the Term, at its expense, to (i) make additions, changes, alterations, or improvements, structural or otherwise, to the Solar Facility; and (ii) demolish and remove the Solar Facility (or portion thereof) or any other Improvements hereafter located on the Leased Space.

8. **Maintenance/Security**.

(a) **Tenant's Maintenance Obligations**. During the Term, Tenant will maintain the Solar Facility in good working condition. Tenant shall have no obligation to maintain the condition of the Building or any other portion of the Property except that Tenant shall be responsible at its own expense for the repair of damages caused to the Leased Space or the Building by Tenant or Tenant's contractors.

(b) **Landlord's Maintenance Obligations**. During the Term, Landlord shall maintain, in good operating condition and repair, the Building and the Leased Space, including structural elements of the Building and the Leased Space, and all of the Building's systems (including, but not limited to, the foundations, exterior walls, roof (subject to Tenant's obligations set forth above), structural condition of interior bearing walls, fire sprinkler and or standpipe and hose or other automatic fire extinguishing system, fire hydrants and utility systems serving the Common Areas) and the Common Areas. Landlord shall perform, at its sole expense, all repairs reasonably necessary to maintain the Leased Space in a tenantable condition (and in all cases maintained in a manner which will not interfere with the operations of the Solar Facility) so as to minimize the impact to the operation of the Solar Facility. Landlord shall complete any maintenance or repairs required under this Section as soon as reasonably practicable, but in any event within thirty (30)

days, or such shorter period as may be required by any governmental authorities having jurisdiction, unless the defect constitutes an emergency, in which case Landlord shall cure the defect as quickly as possible, but not later than five (5) days after notice thereof. Landlord shall endeavor to provide Tenant with no less than ten (10) business days written notice of any repairs to the roof of the Building except in the case of an emergency, in which case Landlord shall provide Tenant with as much prior written notice of such repairs as is reasonable under the circumstances. If Landlord fails to make the necessary repairs required by this Section within the time periods set forth above, then Tenant may do so, and the cost thereof shall be payable by Landlord to Tenant within fifteen (15) days of Landlord's receipt of an invoice (along with reasonable written supporting evidence) therefor. In the event of an emergency, Tenant, at its option, may make such repairs at Landlord's expense, before giving any written notice, but Tenant shall notify Landlord in writing within three (3) business days following such emergency. Landlord shall bear all reasonable costs and expenses incurred by Tenant for the temporary or permanent removal of any portion of the Solar Facility in the event that Landlord fails to fulfill its obligations under this Section and Tenant does not elect to make such repairs as provided for in this Section. Such costs and expenses include the value of lost energy and solar renewable energy certificates for the duration of the temporary or permanent removal or cessation of operations of the Solar Facility.

(c) **Landlord's Damage**. If Landlord or any Landlord Party damages the Solar Facility, Landlord shall immediately notify Tenant of same. Tenant shall have the right to make all repairs to the Solar Facility or related facilities at the sole cost and expense of Landlord to the extent such damage is caused by Landlord or any Landlord Party. Such costs will be paid directly by Landlord to Tenant within fifteen (15) days of receipt of an invoice and reasonable supporting documentation from Tenant.

(d) **Security**. As Landlord has care, custody and control of the Property, Landlord agrees that Landlord shall not allow entry upon the Leased Space by any party, except for the purpose of inspection and repair as permitted or required by this Lease, and shall not interfere with or handle the Solar Facility or any part thereof without the prior written authorization of Tenant or when otherwise deemed reasonably necessary for the protection of the interest of Landlord or the Leased Space and then only upon forty eight (48) hours' prior written notice except in the event of an emergency (in which case Landlord shall provide Tenant with as much notice as is practicable under the circumstances). Without limiting the foregoing, Landlord shall be responsible for any resulting damages to the Solar Facility arising from Landlord's or any Landlord Party's negligence or willful misconduct in connection with this Section 8.

(e) **Interruption of Electrical Output**. Landlord acknowledges and agrees that Tenant has entered into certain binding commitments to sell the electricity generated by the Solar Facility and to convey the Environmental Attributes and Solar Incentives associated with the Solar Facility to one or more third parties and, therefore, the interruption of the Solar Facility's ability to generate electricity and associated Environmental Attributes and Solar Incentives will have a substantial negative impact on Tenant's ability to satisfy these third party obligations. Therefore, Landlord agrees that if its acts or omissions result in the interruption of the Solar Facility's ability to generate electricity for more than ten (10) days during any twelve (12) month period, then, from and after such tenth (10th) day, Tenant shall be entitled to (i) an abatement of Basic Rent due hereunder until such time as the Solar Facility has resumed commercial operations, and (ii) an amount equal to any Losses suffered by Tenant as a result of such interruption including, without limitation, any penalties, fines or reduced or eliminated payments imposed by or received from any third parties.

9. **Insurance and Waiver of Subrogation**.

(a) **Landlord and Tenant's Liability Insurance**. Landlord and Tenant shall each, prior to Tenant beginning any construction work on the Premises, obtain, maintain and keep

in full force and effect, with the other Party named as additional insured therein as its interest may appear, commercial general liability insurance applying to the use and occupancy of the Property (in the case of Landlord) and the Leased Space (in the case of Tenant) in no less than the following amounts:

(i) **Worker's Compensation**. If such Party has employees, the applicable Party shall maintain worker's compensation insurance in accordance with federal and state statutory requirements.

(ii) **General Liability**. General liability insurance including bodily injury, property damage, products/completed operations, contractual and personal injury liability with a combined single limit of at least one million dollars ($1,000,000) per occurrence and at least two million dollars ($2,000,000) annual aggregate.

(b) **Waiver of Subrogation**. Landlord and Tenant each hereby waive any right of recovery against the other and the authorized representatives of the other for any loss or damage that is covered or required by this Lease to be covered by any policy of insurance maintained with respect to the Premises, the Improvements or any operations therein, even though such loss or damage might have been occasioned by the negligence of such party. Each party shall cause insurance policies relating to this Lease, the Property and/or Leased Space, and the Improvements to provide that such insurers waive all right of recovery by way of subrogation against either party in connection with any claim, loss or damage covered by such policies.

10. **Taxes and Assessments**. "**Taxes and Assessments**" shall mean all taxes, assessments or other impositions, general or special, ordinary or extraordinary, of every kind or nature, which may be levied, assessed or imposed upon or with respect to the Leased Space or any part thereof, or upon any buildings, improvements, fixtures, equipment or personal property at any time situated thereon. Landlord shall pay before the same become delinquent (i) any transfer or conveyance tax arising out of this Lease, and (ii) any Taxes and Assessments which accrue during the Term and are imposed on, or arise in connection with, the Leased Space (except those that are the responsibility of Tenant pursuant to clause (a) below), including any annual increases thereon. Tenant shall not be responsible for payment of any municipal, state or federal income, income profits or revenue tax imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy or any tax related to a change of ownership of the Property.

(a) **Tenant's Taxes**. Throughout the Term, Tenant shall pay, or cause to be paid, all Taxes and Assessments that may be imposed on the Improvements, and Tenant shall pay, or cause to be paid, any increase in Taxes and Assessments accruing during the Term against the Premises to the extent resulting directly from the presence of Tenant's Improvements on the Leased Space. Landlord shall promptly forward to Tenant all notices, bills or other statements received by Landlord concerning any Taxes and Assessments. To the extent that any of the Taxes and Assessments payable by Tenant are jointly assessed with Landlord's real estate taxes, assessments and other impositions, the Parties shall cooperate in a good faith effort to cause such Taxes and Assessments to be separately assessed. Tenant shall pay all such Taxes and Assessments directly to the taxing authority as the same become due and payable.

(b) **Right to Contest Assessment**. Tenant shall have the right in its own name to contest the validity or amount, in whole or in part, of any Taxes or Assessments for which Tenant is responsible by appropriate proceedings timely instituted, provided that any such contest by Tenant shall effectively stay or prevent any official or judicial sale of the Premises or any part thereof by reason of nonpayment of any Taxes or Assessments. Landlord shall, at Tenant's request, and expense, fully cooperate with Tenant in all reasonable ways to contest any Taxes and Assessments. Tenant shall hold Landlord harmless from any costs and expenses related to any such contest, and Tenant shall promptly pay any valid final adjudication enforcing any Taxes and Assessments. Any refund of Taxes and Assessments payable as a result of any such

proceedings attributable to a period of time during the Term shall be the property of Tenant. Tenant shall have the right to enter into an agreement for payment in lieu of taxes with the applicable taxing authority, and Landlord shall, at Tenant's request and expense, fully cooperate with Tenant in Tenant's effort to enter into such agreement and execute such documents as are reasonably necessary.

(c) The provisions of this Section 9 shall survive the expiration or earlier termination of this Lease.

11. **Liens**. Tenant shall pay, when due, all charges for labor or materials furnished to Tenant at the Premises. Tenant shall not allow any mechanics' liens to be filed against the Premises or the Building as a result of Tenant's (or any its subcontractors') activities thereon unless Tenant provides to Landlord a bond or other surety in the amount required by any Laws to release the lien.

12. **Subordination; Nondisturbance**. Landlord shall, at its expense, on or before the first payment of Basic Rent is due, unless earlier requested by Tenant, and as a condition to Tenant's obligation to make any payment of Basic Rent, deliver to Tenant a subordination, non-disturbance and attornment agreement(s) (each a "**SNDA**") from the current holder(s) of any deed of trust, mortgage or other lien encumbering the Leased Space, in form and substance reasonably acceptable to Tenant, which provides, among other things, that Tenant's occupancy or use of the Leased Space in accordance with the terms of this Lease will not be disturbed. Such SNDA shall be recorded in the official records of the county where the Leased Space is located.

13. **Casualty; Condemnation**.

(a) **Damage; Destruction**. If at any time during the Term of this Lease all or substantially all of the Leased Space shall be damaged and or destroyed by fire or other casualty, then Tenant may terminate this Lease by written notice to the Landlord, which termination shall be effective upon receipt of such notice by Landlord.

(b) **Condemnation**. If, at any time during the Term, all or any part of the Leased Space or the Premises shall be condemned or transferred in lieu of condemnation, the net proceeds of such condemnation or transfer shall be divided between Landlord and Tenant in the proportions specified in the condemnation award or agreement of transfer or, if not so specified, in proportion to the fair value of Landlord's and Tenant's respective interests in this Lease, the Premises, and the Leased Space; provided that to the extent the net proceeds of any condemnation or transfer in lieu of condemnation are attributable to all or any part of the Improvements, such proceeds shall be paid solely to Tenant with Landlord receiving any proceeds attributable solely to the residual value of the Building and the fee estate of the Premises. For the purpose of this Section 13, the net proceeds of a condemnation or transfer in lieu of condemnation shall mean the total proceeds of such condemnation or transfer less the costs and expenses incurred in connection therewith (including legal fees). If the entirety of the Premises or Leased Space is condemned or transferred in lieu of condemnation, the Term shall terminate at the time title vests in the condemning authority. If a portion of the Leased Space or the Premises is condemned or transferred in lieu of condemnation and Tenant has determined in its sole discretion that the Leased Space remains suitable for use of the Solar Facility, the Lease shall continue in full force and effect with respect to that portion of the Leased Space which has not been so condemned or transferred and Basic Rent shall be equitably adjusted. Notwithstanding the foregoing, Tenant may terminate this Lease without penalty by giving written notice of termination to Landlord if, in Tenant's sole and absolute discretion, the Leased Space, Building or Property is not suitable for Tenant's intended use following a condemnation or transfer in lieu thereof.

14. **Mortgage of Tenant's Interest**.

(a) **Leasehold Financing**. Tenant may obtain financing pertaining to the Solar Facility from one or more Financing Parties (defined below), including but not limited to, (i) development, bridge, construction, term or

permanent financing, (ii) investment capital or working capital and/or (iii) structured tax equity financing, securitization financing, sale-leaseback financing, and/or any other debt or equity financing, including without limitation, any renewals, refundings, extensions or refinancings of any of the foregoing. In connection therewith Tenant may enter into various agreements and execute various documents relating to such financing, which documents may, among other things, assign this Lease and the Easements and any other easements benefitting the Leased Space by way of direct or collateral assignment to a Financing Party, assignment of the Easements and a lease of the Solar Facility from such Financing Party to Tenant, grant the Financing Parties a sublease or other real property interest in Tenant's interest in and to the Leased Space, grant a first priority security interest in Tenant's interest in the Improvements and/or this Lease and Tenant's other interests in and to the Leased Space, including, but not limited to, any easements, rights of way or other similar interests (such documents, "**Financing Documents**"). Landlord acknowledges notice of the foregoing and consents to the foregoing actions and Financing Documents described above, and Landlord agrees to execute, and agrees to cause any and all of Landlord's lenders to execute, such subordination agreements, consents, estoppels and other acknowledgements of the foregoing as Tenant or the Financing Parties may request. For purposes herein, "**Financing Party**" or "**Financing Parties**" shall include (x) any individual, entity, financial institution, leasing company, or lender providing funds or extending credit to Tenant or its affiliates and (y) any collateral or administrative agent acting on behalf of any such individual, entity, financial institution, leasing company, or lender in connection with such financing.

(b) **Financing Party Protections**. Landlord agrees not to accept a voluntary surrender of this Lease at any time while a Financing Party has a lien on the leasehold estate; and Landlord and Tenant further agree that, so long as any such Financing Party shall have a lien on the leasehold estate, without the prior written consent of such Financing Party, Landlord and Tenant will not subordinate this Lease to any mortgage which may hereafter be placed on the fee of the Leased Space or amend or alter any terms or provisions of this Lease. This provision is for the express benefit of and shall be enforceable by such Financing Party.

(c) **Financing Party Cure Rights**. If at any time any Financing Party (or Tenant on behalf of a Financing Party) shall have given to Landlord, a notice specifying the name and address of such Financing Party for purposes of receiving notice, Landlord shall send by personal delivery or by certified or registered mail or overnight courier service to such Financing Party a copy of each notice of default or other notice at the same time as and whenever any such notice of default or other notice shall thereafter be given by Landlord to Tenant, addressed to such Financing Party at the address last furnished to Landlord. No notice of default by Landlord shall be deemed to have been given unless and until a copy thereof shall have been so given to such Financing Party. Tenant irrevocably directs that Landlord accept, and Landlord agrees to accept, performance and compliance by any Financing Party (or its designee) of and with any term, covenant or condition on Tenant's part to be kept, observed or performed under this Lease with the same force and effect as though kept, observed or performed by Tenant. The Financing Party shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, but not the obligation to so remedy or commence to remedy, as is given to Tenant, plus the following additional time periods following the expiration of Tenant's cure period described in Section 16 below: (i) thirty (30) days in the event of a monetary default; and (ii) ninety (90) days in the event of a non-monetary default. A Financing Party shall have the absolute right to enforce its lien and acquire title to the leasehold estate (directly or through a designee) by any lawful means, including foreclosure or assignment in lieu of foreclosure, and thereafter assign or transfer the leasehold estate to a third party. The commencement of a judicial or non-judicial foreclosure proceedings by a Financing Party shall be deemed the commencement of a non-monetary cure provided that the Financing Party thereafter diligently prosecutes the same

and upon acquisition by either the Financing Party or any other direct purchaser or direct transferee of Tenant's interest under this Lease, whether at a judicial foreclosure, foreclosure under a power of sale, trustee's sale or by deed or assignment in lieu of foreclosure, such Financing Party, purchaser or transferee commences within ninety (90) days of acquiring such interest, and thereafter diligently prosecutes to completion, curing all defaults hereunder reasonably capable of being cured by such Financing Party or transferee.

(d) **Notice to Financing Parties**. In case of the termination of this Lease by reason of the happening of an event of default the leasehold estate is foreclosed or rejected by the Tenant in bankruptcy, Landlord shall give notice thereof to any Financing Party whose notice details have been provided to Landlord in accordance with Section 14(c), which notice shall be sent by personal delivery or by registered or certified mail or overnight courier service to such Financing Party at the address last furnished to Landlord. If, within ninety (90) days after the mailing of such notice, such Financing Party shall notify Landlord that such Financing Party or its designee desires to enter into a lease of the Leased Space with Landlord, Landlord shall join with the Financing Party, or its designee, in executing and delivering a new lease of the Leased Space to such Financing Party, or its nominee, for the remainder of the Term, at the Basic Rent and upon the terms, covenants and conditions contained in this Lease. Any new lease shall be superior to all rights, liens and interests intervening between the date of this Lease and the granting of a new lease and shall be free of any and all rights of Tenant under this Lease.

(e) **Financing Party Obligations**. No Financing Party shall have any obligation under this Lease prior to the time that such Financing Party acquires title to the leasehold estate by foreclosure, assignment in lieu of foreclosure or otherwise and has the possession or use thereof in accordance with Section 14(c) above. Moreover, any Financing Party or other party who acquires the leasehold estate pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations hereunder pertaining to (i) the period prior to the time such Financing Party has possession and use of the leasehold estate, or (ii) the period after such Financing Party or other party no longer has possession and use of the leasehold estate and such possession and use has properly vested in another person or entity.

(f) **Survival**. The provisions of this Section 14 shall survive the expiration or earlier termination of this Lease.

15. **Assignment and Subletting**.

(a) Tenant shall not have the right to assign any of its rights, duties or obligations under this Lease without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may, without Landlord's consent, in its sole discretion assign any of its rights, duties, or obligations under this Lease and with respect to the Improvements (i) to one or more of its affiliates, (ii) to any entity which controls, is controlled by or under common control with Tenant or its affiliates (the "**Affiliate Parties**"), (iii) to a Financing Party, (iv) to any present or future purchaser of the power generated by the Solar Facility, (v) to any person or entity purchasing or otherwise succeeding to all or substantially all of the assets of Tenant or one of the Affiliate Parties, (vi) any entity engaged in a joint venture, partnership or similar arrangement with Tenant or any Affiliate Party, or (vii) to a successor entity in a merger or acquisition transaction.

(b) Tenant shall have the right to sublet all or portions of the Leased Space, provided that each such sublease shall be subject and subordinate to this Lease and to the rights of Landlord hereunder.

(c) Landlord may not assign, sublease, mortgage, pledge, or transfer its interest in the Leased Space or this Lease without the prior written consent of Tenant, which consent shall not be withheld by Tenant if Landlord secures a subordination and non-disturbance agreement from the grantee of any such interest on terms and conditions reasonably acceptable to Tenant and its Financing Parties.

Notwithstanding anything to the contrary in the preceding sentence, no assignment of Landlord's interest in the Leased Space or the Lease shall relieve Landlord of any of its obligations under this Lease, nor may any such assignment be made unless fee title to the Leased Space is simultaneously transferred to the permitted assignee hereunder and unless such permitted assignee has first assumed all of Landlord's obligations under this Lease in writing. Any assignment in violation of this Section 15(c) will be void and without effect.

16. **Default Provisions**.

(a) **Tenant Default**. In the event of any breach by Tenant of any of its covenants or obligations under this Lease, Landlord shall give Tenant written notice of such breach. After receipt of such written notice, Tenant shall have thirty (30) days in which to cure any monetary breach and sixty (60) days in which to cure any non-monetary breach hereunder, provided Tenant shall have such extended period as may be reasonably required beyond the sixty (60) day period for a non-monetary cure if the nature of the cure is such that it reasonably requires more than sixty (60) days and Tenant commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion.

(b) **Landlord Default**. In the event of any breach by Landlord of any of its representations, warranties, covenants or obligations under this Lease, Tenant shall give Landlord written notice of such breach. After receipt of such written notice, Landlord shall have thirty (30) days in which to cure any monetary breach and sixty (60) days in which to cure any non-monetary breach hereunder; provided Landlord shall have such extended period as may be reasonably required beyond the sixty (60) days for a non-monetary cure if the nature of the cure is such that it reasonably requires more than sixty (60) days and Landlord commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. Notwithstanding the foregoing to the contrary, it shall be a default under this Lease if Landlord fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Landlord if the failure to perform such an obligation interferes with the Permitted Use.

17. **Remedy Provisions**.

(a) **Landlord Remedies**. In the event of any default and breach by Tenant beyond all applicable notice and cure periods, Landlord may, at any time thereafter, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default and breach:

(i) Terminate Tenant's right to possession of the Leased Space by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Space to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, (A) the cost of recovering possession of the Leased Space including reasonable attorneys' fees related thereto; and (B) the worth at the time of the award of any unpaid rent that had been earned at the time of the termination, to be computed by allowing interest at three percent (3%) per annum but in no case greater than the maximum amount of interest permitted by law, and (C) any other amounts, in addition to or in lieu of those listed above, that may be permitted by applicable Laws; or

(ii) Maintain Tenant's right to possession as provided by applicable law in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Leased Space. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Basic Rent as it becomes due hereunder; and

(iii) Pursue any other remedy now or hereafter available to Landlord under applicable law.

(b) **Tenant's Remedies**. Upon a default by Landlord that is not cured within the permitted time under Section 16, Tenant may, at its option (but without obligation to do so),

declare an event of default and (i) terminate this Lease and seek all available remedies, or (ii) perform Landlord's duty or obligation on Landlord's behalf, including but not limited to the obtaining of insurance policies required to be carried by Landlord under the Lease. The reasonable costs and expenses of any such performance by Tenant shall become due and payable by Landlord upon its receipt of an invoice therefor from Tenant.

18. **Surrender of Possession**. Promptly after the expiration or earlier termination of the Term, Tenant shall commence to decommission, dismantle and remove the Solar Facility and all personal property and restore the Leased Space to substantially the same condition existing as of the Effective Date, reasonable wear and tear, casualty damage and condemnation excepted; provided, however, that Tenant shall not be required to decommission, dismantle or remove any underground Improvements. Landlord agrees and acknowledges that the Solar Facility and all of the equipment, conduits, fixtures and personal property of Tenant shall remain the personal property of Tenant and Tenant shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. Landlord hereby grants to Tenant and its successors and assigns a license to enter upon the Leased Space and Easement Areas to perform the activities required to be performed by Tenant pursuant to this Section 18, which license shall be effective commencing upon the date of termination or expiration of the Term and shall continue for one hundred eighty (180) days thereafter.

19. **Indemnification; Limitation of Liability**.

(a) **Tenant**. Tenant shall indemnify, defend and hold harmless Landlord, its affiliates, officers, directors, partners, members, agents and employees and their successors and assigns (collectively, "**Landlord Party**") from and against any claim, loss, expense, including reasonable attorneys' fees, demand, lawsuit, or action for third-party claims made in respect of personal injury or property damage (collectively, "**Losses**"), to the extent resulting from (i) the negligent or willful misconduct of Tenant or any Tenant Party (defined below); and/or (ii) the material breach by Tenant of any obligation, representation or warranty arising under the Lease. Tenant shall not, however, be required to reimburse or indemnify Landlord or any Landlord Party for any Losses to the extent such Losses are due to the negligence or willful misconduct of Landlord or any Landlord Party.

(b) **Landlord**. Landlord shall indemnify, defend and hold harmless Tenant, its affiliates, officers, directors, partners, members, agents and employees and their successors and assigns (collectively, "**Tenant Party**") from and against any Losses, to the extent resulting from (i) the negligent or willful misconduct of Landlord or any Landlord Party; and/or (ii) the material breach by Landlord of any obligation, representation or warranty arising under the Lease. Landlord shall not, however, be required to reimburse or indemnify Tenant or any Tenant Party for any Losses to the extent such Losses are due to the negligence or willful misconduct of Tenant or any Tenant Party.

(c) **Consequential Damages**. Notwithstanding anything to the contrary herein, neither Party shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including but not limited to loss of use or loss of profit or revenue. This section does not apply, however, to a Party's fraud or willful misconduct.

(d) **Limitation of Liability**. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE MAXIMUM LIABILITY OF EITHER PARTY FOR A CLAIM OR LOSS UNDER OR RELATED TO THIS LEASE EXCEED THE AMOUNTS PAID AND PAYABLE BY OFFTAKER TO TENANT UNDER THE PPA DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDENT TO THE EVENT GIVING RISE OR RELATED TO THE LOSS OR CLAIM AT ISSUE; PROVIDED, HOWEVER, THE LIMITS OF LIABILITY UNDER THIS SECTION 19(D) SHALL NOT APPLY WITH RESPECT TO ANY CLAIMS ARISING OUT OF THE GROSS

NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF A PARTY.

(e) **No Double Recovery**. Notwithstanding the fact that any Party may have the right to assert claims for indemnification or Losses under or in respect of more than one provision of this Lease or the PPA with respect to any default, fact, event, condition, or circumstance, no Party shall be entitled to recover the amount of any such Losses suffered by such Party more than once under all such agreements in respect of such default, fact, event, condition, or circumstance.

(f) **Survival**. The provisions of this Section 19 shall survive the expiration or earlier termination of this Lease.

20. **Applicable Laws**. During the Term, Landlord, at its sole cost and expense, shall maintain the Leased Space, the Building (except for those portions that are the responsibility of Tenant or the various tenants of the Building pursuant to their respective written leases), Building systems, the Common Areas and all structural elements of the Leased Space in compliance with (a) all Laws, and (b) all building codes. During the Term, Tenant shall, at Tenant's sole cost and expense, comply with (i) all Laws relating solely to Tenant's specific and unique nature of use of the Leased Space (including, but not limited to, all Laws relating to Hazardous Substances); and (ii) all building codes, to the extent the Leased Space requires modifications due to the improvements being made by Tenant to the Leased Space. Landlord shall comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications identified and agreed to in writing prior to the Effective Date that are required to enable Tenant to obtain all necessary building permits).

21. **Quiet Enjoyment**. Landlord covenants that Tenant shall peaceably and quietly have, hold and enjoy access to and the benefits of the Leased Space during the Term for the Permitted Use, and Landlord shall protect and defend the right, title and interest of Tenant hereunder from any other right, interest, title and claim arising through Landlord, any Landlord Party or any other third person or entity.

22. **Requirements of Governmental Agencies**. Landlord shall assist and fully cooperate with Tenant, at no out-of-pocket expense to Landlord, in complying with or obtaining any land use permits and approvals, building permits, environmental impact reviews or any other approvals required for the financing, construction, installation, monitoring, replacement relocation, maintenance, operation or removal of the Solar Facility, including execution of applications for such approvals, and including participating in and supporting any appeals or regulatory proceedings respecting the Solar Facility. To the extent permitted by law, Landlord hereby waives enforcement of any applicable setback requirements respecting the Solar Facility to be placed on the Land.

23. **Landlord's Representations, Warranties and Covenants**. Landlord hereby represents, warrants and covenants to Tenant as of the Effective Date as follows:

(a) **Possession**. Landlord holds the entire fee simple interest in the Property and will deliver possession of the Leased Space to Tenant free and clear of all tenants and occupants and Landlord's personal property and equipment.

(b) **Authority**. Landlord has the full legal right, power and authority, without the consent of any additional party or parties, to enter into this Lease and to perform, its obligations hereunder. The execution and delivery of this Lease and the consummation of all transactions and performance of all obligations contemplated hereby have been duly authorized and will not conflict with, or result in a breach of any of the terms or provisions of, or constitute a default under, any document or instrument to which Landlord is a party.

(c) **Binding on Landlord**. The person executing this Lease on behalf of Landlord has full power and authority to bind Landlord to the obligations set forth herein, and upon execution and delivery of the same, this Agreement will constitute a valid and binding

instrument enforceable in accordance with its terms.

(d) **Claims or Actions**. There are no pending or threatened claims, actions or suits affecting the Leased Space.

(e) **No Violation of Laws**. To the best of Landlord's knowledge, the Leased Space is not in violation of any applicable Laws and Landlord has not received notice pertaining to the violation of any Laws affecting the Leased Space, the Easement Areas or any portion thereof, and Landlord has no knowledge of any facts which might be a basis for any such notice. There are no unrecorded covenants, conditions, restrictions or other private restrictions encumbering the Leased Space which in any way limit or otherwise restrict the Permitted Use.

(f) **Authority**. The execution, delivery and performance by it under this Lease have been duly authorized by all necessary action by Landlord and do not violate any provision of any current law applicable to Landlord, the Leased Space or any order, judgment or decree of any court or other agency presently binding on Landlord or conflict with or result in a breach of or constitute a default under any contractual obligation of Landlord.

(g) **Mortgages/Liens**. There are no pending mortgages or liens that affect the Leased Space that have not been subordinated to this Lease in a form reasonably acceptable to Tenant.

(h) **Bankruptcy**. Landlord has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any voluntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets; or (iv) suffered the attachment or other judicial seizure of all or substantially all of its assets.

(i) **Hazardous Substances; Environmental Laws**. The Leased Space and Easement Areas are free of any Hazardous Substances (as defined below) in a condition which violates any Environmental Laws (as defined below) and there are no outstanding claims and Landlord has not received any notice of any violations by any governmental authorities with respect to the Leased Space alleging a violation of applicable legal requirements and the Leased Space is in compliance with all legal requirements and Environmental Laws. Landlord shall indemnify, defend and hold harmless Tenant, and Tenant Party from and against any and all claims, actions, causes of action, suits, proceedings, costs, expenses (including attorney's fees), liabilities, damages, penalties, fines, losses and liens of any type resulting from (i) the presence of any Hazardous Substances in, on or under the Leased Space or Easement Areas as of the Effective Date, (ii) any release of Hazardous Substances caused or permitted by Landlord or any Landlord Party, or (iii) any violation or alleged violation of any Environmental Laws by Landlord or any Landlord Party.

The term "**Hazardous Substance**" as used in this Lease shall mean (a) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Law as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "acutely hazardous waste," "restricted hazardous waste," "radioactive waste," "infectious waste," "biohazardous waste," "toxic substance," "pollutant," "toxic pollutant," "contaminant" or any other formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "EP toxicity" or "TCLP toxicity"; (b) petroleum, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) and ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources; (c) any flammable substances or explosives; (d) any radioactive materials; (e) asbestos in any form; (f) urea formaldehyde foam insulation; (g) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls ("PCBs") in excess of fifty (50) parts per million;

(h) radon; (i) per- and polyfluoroalkyl substances, perfluorooctanoic acid, or perfluorooctane sulfonate, and (j) any other chemical, material, or substance that, because of its quantity, concentration, or physical or chemical characteristics, exposure to which is limited or regulated for health and safety reasons by any governmental authority, which poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment or which could give rise to liability or standards of conduct under Environmental Law.

The term "**Environmental Laws**" means any federal, state or local laws, ordinances, statutes, codes, rules, regulations, orders or decrees now or hereinafter in effect relating to (A) pollution, (B) the protection or regulation of human health, natural resources or the environment, (C) the treatment, storage or disposal of Hazardous Substances, or (D) the emission, discharge, release or threatened release of Hazardous Substances into the environment, including (1) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") (41 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act, as amended ("RCRA") (42 U.S.C. § 6901 et seq.), and the Toxic Substances Control Act, as amended ("TSCA") (15 U.S.C. § 2601 et seq.), the Pollution Prevention Act of 1990, as amended (42 U.S.C. § 13101 et seq.), the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Oil Pollution Act of 1990, as amended (33 U.S.C. § 2701 et seq.), the National Environmental Policy Act, as amended (42 U.S.C. § 4321 et seq.), Section 10 of the Rivers and Harbors Act of 1899, as amended (33 U.S.C. § 403), Title 14 Code of Federal Regulations, the Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 701 et seq.), the Bald and Golden Eagle Protection Act, as amended (16 U.S.C. §§ 668 et seq.) and the Endangered Species Act of 1973, as amended (16 U.S.C. §§ 1531 et seq.); and (2) Title 22a, chapter 445 of the Connecticut General Statutes (Environmental Protection Hazardous Waste).

(j) **Survival**. The provisions of this Section 23 shall survive the expiration or earlier termination of this Lease.

24. **Estoppel Certificates**. Each Party shall from time to time upon not less than twenty (20) days prior written notice by the other, execute, acknowledge, and deliver a certificate, (each an "**Estoppel Certificate**") addressed to Tenant's Financing Party, or any mortgagee or proposed mortgagee or purchaser of the Leased Space, Building or the Solar Facility, or any part thereof, or addressed to Landlord or Tenant, as the case may be, certifying (if such be the case) that: (a) this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which Basic Rent under this Lease has been paid; (c) the Party requesting the Estoppel Certificate is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; and (d) there is no event of default under the Lease or an event which, with notice or the passage of time, or both, would result in an event of default under this Lease. In addition, the Estoppel Certificate shall also include such other information as may be reasonably required by the requesting Party, provided such other matters do not modify the terms and conditions of the Lease. The Estoppel Certificate may be relied upon by Tenant's Financing Party, and any prospective purchaser or existing or prospective mortgagee or beneficiary under any deed of trust of the Leased Space, Building or the Solar Facility.

25. **Miscellaneous Provisions**.

(a) **Attorneys' Fees**. In the event of any action between the Parties hereto for enforcement or interpretation of any of the terms or conditions of this Lease, the prevailing Party in such action shall be entitled to recover its reasonable attorneys' fees actually incurred, together with its other reasonable out-of-pocket costs and expenses, including expert witness fees, accounting and other professional fees.

(b) **Waiver of Jury Trial**. EACH PARTY HERETO WAIVES, TO THE FULL

EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY LITIGATION CONCERNING THIS LEASE OR ANY DEFENSE, CLAIM, COUNTERCLAIM, CLAIM OF SET-OFF OR SIMILAR CLAIM OF ANY NATURE.

(c) **Confidentiality**. Landlord will maintain in strict confidence, for the sole benefit of Tenant, the existence and the terms of this Lease and the transactions contemplated herein; provided, however, Landlord may disclose this Lease and the transactions contemplated herein to Landlord's affiliates, subsidiaries, attorneys, consultants or other agents or professional advisors, or as required by law.

(d) **Counterparts**. This Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties hereby agree signatures transmitted by facsimile, DocuSign (or similar) or email shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered and hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature.

(e) **Time Periods**. If any date for exercise of any right, giving of any notice, or performance of any provision of this Lease falls on a Saturday, Sunday or holiday, the time for performance will be extended to the next business day.

(f) **No Waiver**. The failure of either Party to require strict performance by the other Party of any provision of this Lease will not be considered a waiver of any other provision, nor prevent any Party from enforcing that or any other performance at any time thereafter.

(g) **Further Assurances**. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Lease. Landlord agrees that whenever it is provided in this Lease that the prior consent or approval of Landlord is required, Landlord will not unreasonably withhold, condition or delay the giving of such consent or approval

(h) **Governing Law**. This Lease is made pursuant to, and shall be construed and enforced in accordance with, the laws of the State of Connecticut.

(i) **Amendments; Entire Agreement**. This Lease contains the entire agreement between the Parties and is intended by the Parties to set forth their entire agreement with respect to the subject matter hereof, and any agreement hereafter made shall be ineffective to change, modify or discharge this Lease, in whole or in part, unless such agreement is in writing and signed by the Party against whom enforcement of the change, modification or discharge is sought. Landlord and Tenant agree that all prior or contemporaneous oral or written agreements between or amongst themselves or their agents are merged in or revoked by this Lease.

(j) **Partial Invalidity**. If any term or provision of this Lease is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each remaining term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(k) **Successors and Assigns**. This Lease, and the rights and obligations of the Parties hereto, shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, executors, administrators and permitted assigns.

(l) **Interpretation**. Each Party acknowledges that it has been represented by or had the opportunity to be represented by legal counsel in its review of this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto.

(m) **Survival of Terms**. Those provisions in this Lease which by their terms are intended to be or must be performed in whole or in part after the expiration or earlier termination of this Lease shall survive such expiration or

termination of this Lease for their express duration.

(n) **Headings**. The headings herein are inserted only for convenience and shall have no effect in interpreting the meaning of any provision.

(o) **Time is of the Essence**. Time is of the essence of this Lease and each and every provision of this Lease.

(p) **Memorandum of Lease**. Concurrently with the execution of this Lease, Landlord and Tenant shall execute and acknowledge before a notary public, in recordable form, and deliver a short form memorandum of lease in the form of **Exhibit C** attached hereto and incorporated herein, which shall be recorded by Tenant in the official land records of the Town/City Clerk's office where the Leased Space is located.

(q) **Notices**. All notices, approvals, disapprovals or elections required or permitted to be given under this Lease shall be in writing and shall be (i) delivered personally; (ii) mailed by certified or registered mail, return receipt requested; (iii) sent by email transmission; (iv) sent by facsimile transmission; or (v) sent by Federal Express or other professional carrier, to the Parties at the addresses listed below or at such other addresses as shall be designated by Tenant or Landlord in writing. Except as expressly set forth in this Lease, notices shall be deemed given upon delivery or tender of delivery to the intended recipient; provided, however, that (x) notice sent by email or facsimile shall only be deemed received when both (A) the sender has electronic confirmation that it was sent to all Parties (and has retained a confirmation of the delivery) and (B) at least one addressee entitled to notice for the applicable Party has acknowledged receipt of the transmission; and (y) if a post office box is provided as the notice address, notice shall be deemed to have been given or made five (5) days after being deposited in the United States mail with appropriate postage prepaid. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Landlord Address:
D. Rose Real Estate, LLC
1050 Day Hill Road
Windsor, CT 06095
Attn: Craig Scott
Phone: 860-688-0888
E-mail: ScottC@aerogear.com

Tenant Address:
1050 Day Hill Rd Project, LLC
400 Spectrum Drive, Suite 1400
Irvine, CA 92618
Attn: Ben Brown
Phone: 415-408-1840
E-mail: ben.brown@qcells.com

with a copy to:

1050 Day Hill Rd Project, LLC
400 Spectrum Drive, Suite 1400
Irvine, CA 92618
Attn: Legal Department
E-mail: hqca-legal@qcells.com

(r) **Brokers**. Tenant and Landlord represent that they have dealt with no broker or agent with respect to this Lease, and a party through whom a claim to any brokerage or finder's fee or commission is made will indemnify and hold the other party harmless against any Losses sustained or incurred by it as a result of any claim under this Section.

(s) **Force Majeure**. Notwithstanding anything to the contrary in this Lease, if Landlord or Tenant is delayed or hindered in or prevented from performance of any act or the rendering of any service required under this Lease by reason of acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental orders, laws or regulations, riots, insurrections, adverse weather conditions preventing the performance of the act or the rendering of the service, epidemic, pandemic or outbreak, or other reason beyond such Party's reasonable control, then the

performance of the act or the rendering of the service will be excused for a period equivalent to the period of the delay.

[Signature Page to Follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Solar Site Lease Agreement on the date first above written.

LANDLORD:

D. Rose Real Estate, LLC,
a Connecticut limited liability company

By: Douglas B Rose
Name: Douglas B. Rose
Title: Manager

TENANT:

1050 Day Hill Rd Project, LLC,
a Delaware limited liability company

By: HQCA Energy Solutions, LLC,
its sole manager

By: Benjamin Brown Digitally signed by Ben Brown (signed by HQCA Legal) Date: 2023.04.21 12:14:14 -07'00'
Name: Ben Brown
Title: Manager

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

1. Address: 1050 Day Hill Road, Windsor, Connecticut
2. APN Number: WIND-000023-000134-001050 (identified as Map 23., Block 134, Lot 1050 by Windsor Assessor's Office)
3. See additional details attached.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

That certain piece or parcel of land known as 1050 Day Hill Road in the Town of Windsor, County of Hartford and State of Connecticut as shown on a map or plan entitled "PROPERTY SURVEY PREPARED FOR D. ROSE REAL ESTATE, LLC 1050 DAY HILL ROAD WINDSOR, CONNECTICUT SCALE: 1 IN = 40 FT SEPTEMBER 18, 2008" prepared by Ed Lally and associates, Inc., which map is on file in the office of the Windsor Town Clerk, and which land is more particularly bounded and described as follows:

Commencing at a point in the northerly street line of Day Hill Road which point marks the southeasterly corner of land N/F One Thousand Eighty Day Hill Associates, LLC and a northeasterly corner of the herein described premises;

Thence running N 30° 41' 00" E along land N/F One Thousand Eighty Day Hill Associates, LLC, a distance of 433.43 feet to a point;

Thence turning and running N 59° 19' 00" W along land N/F One Thousand Eighty Day Hill Associates, LLC, a distance of 413.08 feet to a point;

Thence turning and running N 27° 45' 25" E along land N/F River Bend Associates, Inc., a distance of 70.16 feet to a point;

Thence turning and running N 29° 52' 15" W along land N/F River Bend Associates, Inc., a distance of 352.39 feet to a point;

Thence turning and running N 48° 31' 20" E along land N/F Joseph R. Breton, a distance of 124.54 feet to a point;

Thence turning and running S 61° 02' 35" E along land N/F Jean M. & Marie F. Rioual, a distance of 267.12 feet to a point;

Thence running S 59° 18′ 50″ E along land N/F Rioual, land N/F Barry & Marcia B. Bianco and land N/F Town of Windsor, in part by each, 741.03 feet to a point;

Thence turning and running N 30° 41' 10" E along land N/F Town of Windsor, a distance of 219.92 feet to a point;

Thence turning and running S 58° 03' 50" E along land N/F Town of Windsor and land N/F Steven O. & Elizabeth B. Tripp, in part by each, a distance of 200.04 feet to a point;

Thence turning and running S 30° 41' 06" W along land N/F Tripp and land N/F David R. Moseley & Meredith Drake Moseley, a distance of 215.55 feet to a point;

Thence running S 29° 35' 55" W along land N/F Integrity Graphics Inc., a distance of 407.61 feet to a point;

Thence turning and running N 59° 18' 55" W along land N/F One Thousand Sixty Day Hill Associates, LLC, a distance of 460.37 feet to a point;

Thence turning and running S 30° 41' 00" W along land N/F One Thousand Sixty Day Hill Associates, LLC, a distance of 395.78 feet to a point in the northerly street line of Day Hill Road;

Thence turning and running N 59° 19' 00" W along Day Hill Road, a distance of 70.00 feet to the point and place of beginning.

Together with the following appurtenant rights:

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

A. A common driveway easement dated December 23, 1987 in favor of Day Hill Associates for access to and from 1050 Day Hill Road recorded in Volume 669 at Page 221 of the Windsor Land Records.

B. A Driveway Maintenance Agreement by and among RC Realty, Inc., CLM Associates and Day Hill Associates dated December 23, 1987 and recorded in Volume 669 at Page 226 of the Windsor Land Records.

C. An access and driveway easement from 1080 Day Hill Associates to Day Hill Associates dated June 5, 1990, recorded June 5, 1990 in Volume 793 at Page 173 of the Windsor Land Records.

D. An Easement for access over other land of Day Hill Associates dated August 14, 1990 and recorded on the Windsor Land Records in Volume 804 at Page 168 of the Windsor Land Records.

E. An easement for access and utilities for Lot 1050 dated December 31, 1997 and recorded in Volume 1139 at Page 302 of the Windsor Land Records.

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2.0 Site Description

2.1 Property Characteristics

The Site is located at 1050 Day Hill Road in Windsor, Connecticut. The Site is located in an area zoned as "I" for Industrial Use. A Site Locus Map, Assessor's Map, Site Plan, and Street Map are provided for reference as Figures 1 through 4, respectively. Site photographs are included as Appendix 1.

Assessor's	The Windsor Assessor's Office indicates that the Site is 11.52 acres in size and is identified as Map 23, Block 134, Lot 1050. A copy of the assessor's field card is included as Appendix 2.	
Coordinates:	Latitude 41.88102	Longitude -72.70331
	UTM 4,639,114 meters N	UTM 690,565 meters E
Structures:	A 66,500-square foot Site building originally constructed in 1989 improves the eastern portion of the Site. Three separate additions have been constructed onto the original portion of the Site building in 1993, 2001, and 2009. The building is constructed with a concrete slab foundation, steel frame with metal exterior walls, and a flat metal roof.	
Current Occupancy	Aero Gear currently utilizes the Site for manufacturing of gearboxes for the aerospace industry.	
Significant Land Features:	Based upon a review of the 2012 Windsor Locks, Connecticut USGS topographic quadrangle map (Figure 1), the Site elevation is approximately 180 feet above mean sea level (MSL). Site topography is relatively flat with a slight slope to the north-northwest. Regional topography ranges from approximately 160 to 180 feet above MSL. Based on previous environmental investigations conducted at the Site, groundwater was inferred to flow in a northerly direction across the Site toward Silver Birch Pond. Based on a 2008 Phase II report prepared for the Site, groundwater flow direction was found to be irregular at the Site; however, it was shown to primarily flow in a northerly direction.	

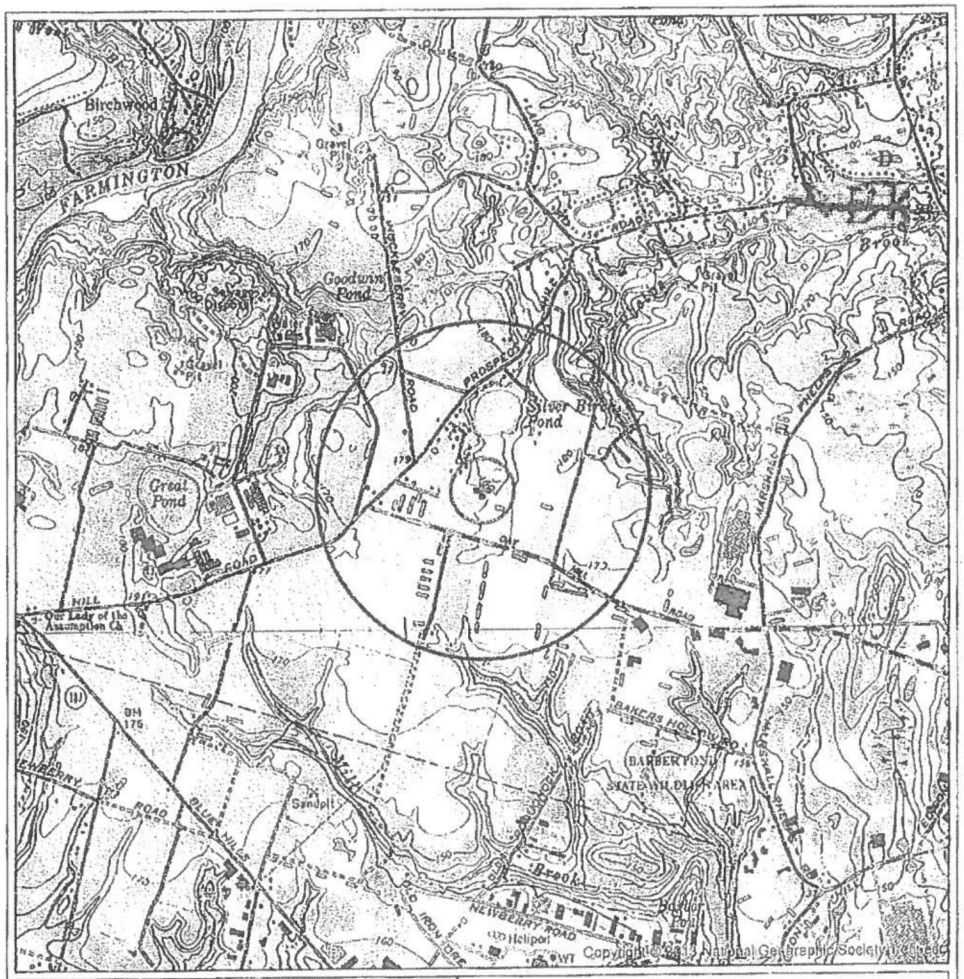
2.2 Heating Source

The Site building has been heated by natural gas since the date of its construction in 1989.

2.3 Sanitary Sewer Disposal

According to the Windsor City Engineer, the Site has been connected to the municipal sewer systems since 1989.

Exhibit A



LATITUDE: 41.88102° LONGITUDE: -72.70331°
UTM: 4,639,114 N 690,565 E (Zone 18)



N

SITE LOCUS
500-FOOT RADIUS
0.5-MILE RADIUS

CONECO
Engineers & Scientists
OFFICES THROUGHOUT NEW ENGLAND (800) 548-3355

SITE LOCUS MAP
COMMERCIAL PROPERTY
1050 DAY HILL ROAD
WINDSOR, CONNECTICUT

SCALE	PROJECT NO.	DRAWING NUMBER
1:25,000	9382	FIGURE 1

THIS DOCUMENT IS INTENDED FOR GENERAL PLANNING & INFORMATION PURPOSES ONLY. ALL MEASUREMENTS & LOCATIONS ARE APPROXIMATE

Exhibit A

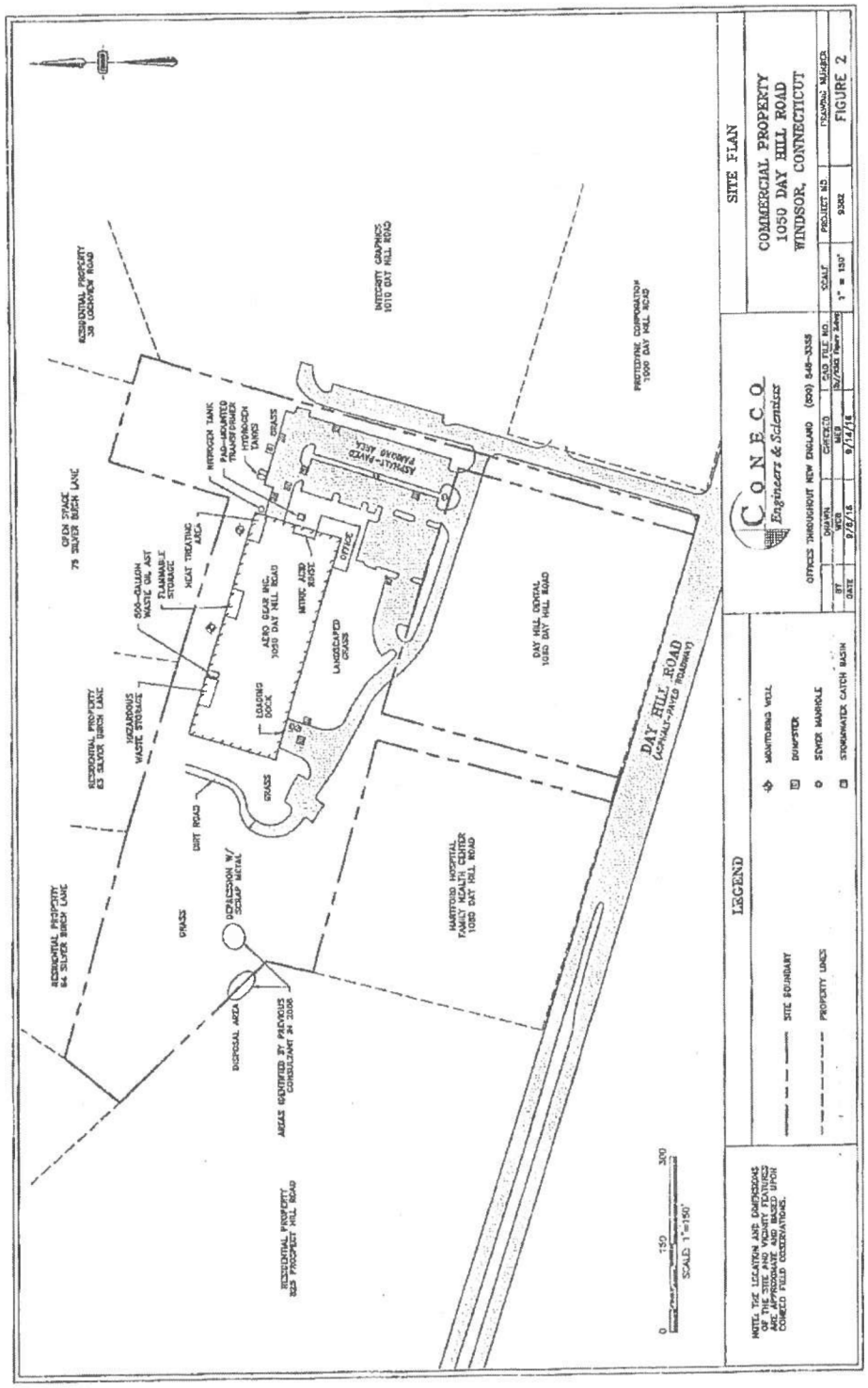
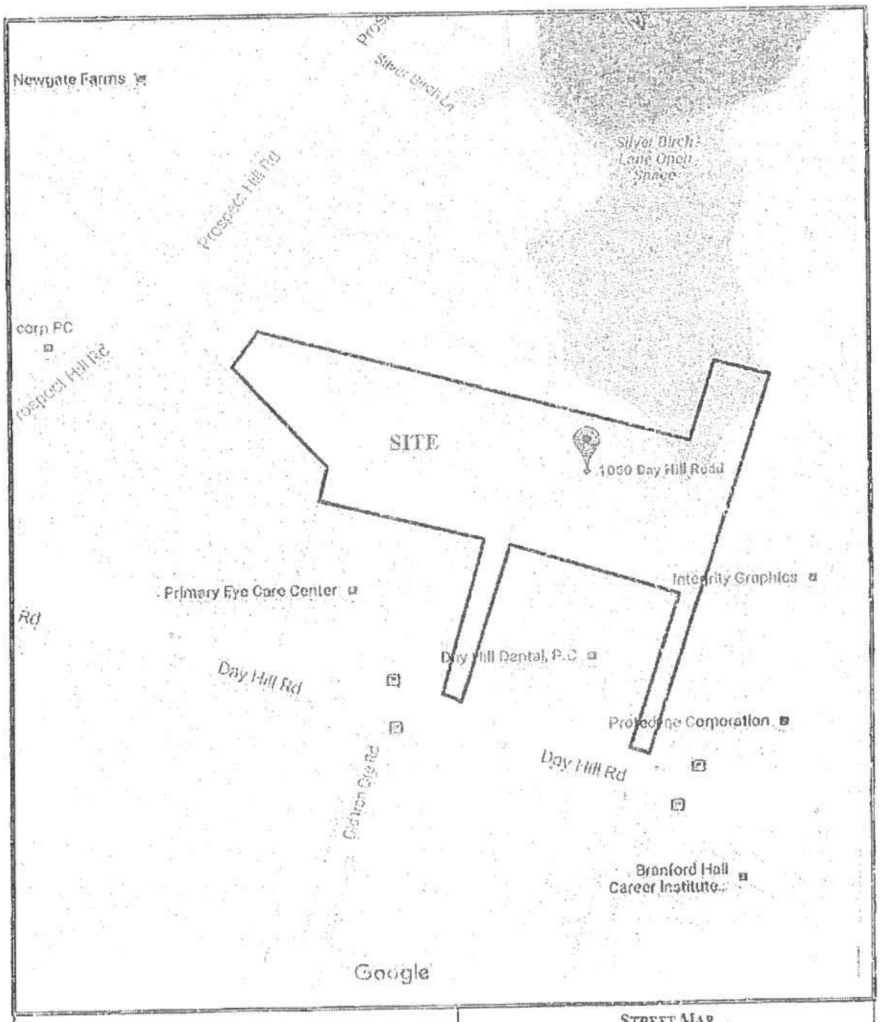

SITE PLAN
COMMERCIAL PROPERTY
1050 DAY HILL ROAD
WINDSOR, CONNECTICUT
FIGURE 2
CONECO
Engineers & Scientists
LEGEND
SITE BOUNDARY
PROPERTY LINES
MONITORING WELL
DUMPSTER
SEWER MANHOLE
STORMWATER CATCH BASIN
DAY HILL ROAD
(ASPHALT-PAVED ROADWAY)
DAY HILL DENTAL
1050 DAY HILL ROAD
HARTFORD HOSPITAL
FAMILY HEALTH CENTER
1050 DAY HILL ROAD
AERO GEAR INC.
1050 DAY HILL ROAD
LANDSCAPED GRASS
LOADING DOCK
GRASS
DIRT ROAD
DEPRESSION W/ SCRAP METAL
DISPOSAL AREA
AREAS IDENTIFIED BY PREVIOUS CONSULTANT IN 2008
RESIDENTIAL PROPERTY
64 SILVER BIRCH LANE
RESIDENTIAL PROPERTY
63 SILVER BIRCH LANE
RESIDENTIAL PROPERTY
38 LOCKVIEW ROAD
OPEN SPACE
75 SILVER BIRCH LANE
INTEGRITY GRAPHICS
1010 DAY HILL ROAD
PROTEDYNE CORPORATION
1000 DAY HILL ROAD
ASPHALT-PAVED PARKING AREA
OFFICE
NITROGEN TANK
PAD-MOUNTED TRANSFORMER
HYDROGEN TANKS
HEAT TREATING AREA
500-GALLON WASTE OIL AST
FLAMMABLE STORAGE
HAZARDOUS WASTE STORAGE
SCALE 1"=150'
0
150
300

Exhibit A



CONECO *Engineers & Scientists* OFFICES THROUGHOUT NEW ENGLAND (800) 548-3355	STREET MAP COMMERCIAL PROPERTY 1050 DAY HILL ROAD WINDSOR, CONNECTICUT
FIGURE 3 — CHECKED: MEB	FILE NO.: Z:\9832\FIGURES\9832 - FIGURE 3.DOC

Exhibit A

EXHIBIT B

THE SITE PLAN

Rooftop PV System:



EXHIBIT C

FORM OF MEMORANDUM OF LEASE

DOCUMENT PREPARED BY AND
AFTER RECORDING, PLEASE RETURN TO:

Attn: _____

MEMORANDUM OF SOLAR SITE LEASE AGREEMENT

This MEMORANDUM OF SOLAR SITE LEASE AGREEMENT (the "**Memorandum**") is made and entered into as of _____, 2023, by and between D. Rose Real Estate, LLC, a Connecticut limited liability company ("**Landlord**"), and 1050 Day Hill Rd Project, LLC, a Delaware limited liability company ("**Tenant**").

PRELIMINARY STATEMENT

WHEREAS, Landlord is the owner of the real property located in the City/Town of Windsor, County of Hartford, State of Connecticut, more particularly described in Exhibit A attached hereto and made a part hereof (the "**Property**").

WHEREAS, Landlord and Tenant are parties to that certain Solar Site Lease Agreement (the "**Lease**") dated as of _____, 2023 by and between Landlord and Tenant, pursuant to which Tenant leases a portion of the Property for a solar power generating facility (the "**Leased Space**").

WHEREAS, the parties hereto desire to enter into this Memorandum so that third parties shall have notice of the existence of the Lease and of the rights and obligations of Landlord and Tenant under the Lease.

AGREEMENT

NOW, THEREFORE, the parties hereto do hereby certify and agree as follows:

1. Public Notice. All members of the general public are hereby placed on notice of inquiry as to the specific provisions of the Lease, all of which are incorporated herein by reference with the same force and effect as if herein set forth in full. This Memorandum shall be recorded in the real estate records of Hartford County in lieu of recording the entire Lease.

2. Lease. As set forth more fully in the Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the Term (as defined below), the Leased Space, which consists of portions of the rooftop space located on the Property, in accordance with the terms and provisions of the Lease. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Lease.

3. Easements. As set forth more fully in the Lease, Landlord grants to Tenant a non-exclusive easement on, over, under, across and through portions of the Property for access and/or electrical transmission upon the terms and subject to the terms and conditions set forth in the Lease.

4. Solar Energy Insolation. As set forth more fully in the Lease, Landlord grants to Tenant the right and privilege to the free and unobstructed insolation of solar energy to the Leased Space.

5. Personal Property. The parties agree that the improvements constituting the Solar Facility are severed by agreement and intention of the parties and shall remain severed from the Property, and, even though attached or affixed to or installed upon the Property, shall not be considered to be fixtures or a part of the Property and shall not be or become subject to the lien of any mortgage or deed of trust placed on the Property (or any portion thereof) by Landlord.

6. Term. The term of the Lease (the "**Term**") commenced on the Commercial Operation Date and shall terminate on the date that is twenty (20) years after the Commercial Operation Date. Tenant has one (1) option to extend the Term for five (5) years.

7. Original Lease. An original, executed version of the Lease shall be on file at [address].

8. Successors and Assigns. The Lease provides that the provisions of the Lease are binding upon and inure to the benefit of Landlord and Tenant and each of their respective representatives, successors and assigns, subject to the terms and provisions thereof.

9. Incorporation/Conflicts. All of the terms, conditions and agreements contained within the Lease are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change the terms of the Lease and, in the event of a conflict between the terms and conditions of this Memorandum and the Lease, the terms and conditions of the Lease shall control.

10. Governing Law. This Memorandum shall be governed by the laws of the State of Connecticut.

11. Counterparts. The parties agree that this Memorandum may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed under seal and delivered as of the date first written above.

LANDLORD:

D. Rose Real Estate, LLC,
a Connecticut limited liability company

By: _____
Name: _____
Title: _____

TENANT:

1050 Day Hill Rd Project, LLC,
a Delaware limited liability company

By: HQCA Energy Solutions, LLC,
its sole manager

By: _____
Name: _____
Title: _____

State of Connecticut
County of _____ ss. (Town/City)

On this the _____day of_____, 20____, before me, _____ (name of notary), the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of _____ _____, a [type of entity], and that s/he as such _____, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the [type of entity] by himself/herself as _____.

In witness whereof I hereunto set my hand.

_____
Signature of Notary Public
Print Name: _____
Date Commission Expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____ ____, _____ before me _____, Notary Public personally appeared _____ _____, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Notary Public

(seal)

EXHIBIT A to EXHIBIT C

LEGAL DESCRIPTION OF THE PROPERTY

[TO BE ATTACHED]