SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT

THIS SOLAR ENERGY GROUND LEASE ("Lease") is dated January 31, 2022 (the "Effective Date") and is made by and between Barry L. Chittenden and Angela J. Chittenden (the "*Landlord*") and **Ozone Renewables, LLC,** a Delaware limited liability company ("*Tenant*") located at 1200 Boston Post Road Suite 210B Guilford, CT 06437. Landlord and Tenant may be referred to herein, collectively, as "*Parties*" and individually as a "*Party*."

RECITALS:

A. Landlord owns that certain real property located in Livingston County, Kentucky ("*State*"), consisting of approximately [redacted] (the "*Property*"), is more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes. At Tenant's option, all or a portion of the Property (the "*Premises*") will be included as the Project Site hereunder.

B. Tenant desires to lease the Premises from Landlord for the development, construction and operation of Solar Facilities in connection with the Project (as such terms are defined in Section 1 below), as more particularly described herein.

C. It is the intent of the parties that Tenant's leasing of the Premises not exclude or prevent the conduct by Landlord of other lawful activities on portions of the Property (if any) not included as the Premises in accordance with the terms and provisions of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) The term "*Access Easement*" means a nonexclusive right-of-way and easement for the purpose of ingress to and egress from the Solar Facilities (whether such Solar Facilities are located on the Property, Premises, on adjacent property owned by the Landlord, or elsewhere within the Project Site) on, over and across the Property by means of all existing roads and lanes, or otherwise by such route or routes as Tenant may construct from time to time under this Lease. The Access Easement includes the right to improve existing roads and lanes (such improvements to include, but not be limited to, widening and strengthening existing roads to be suitable for general construction traffic, delivery vehicles and other work related to the Solar Facilities).

(b) The term "*Access Easement Agreement*" is a document in form and substance reasonably acceptable to Tenant, evidencing and describing the Access Easement and Tenant's rights therein.

(c) The term "*Applicable Law*" means each statute, regulation, code, rule, ordinance, judgment, order, writ, injunction, decree, award, or any other directive which is legally binding and has been enacted, issued or promulgated by any governmental authorities having jurisdiction over the Parties or the Premises.

(d) The term "*Assignee*" shall mean any purchaser, assignee, sublessee or transferee of all or any portion of Tenant's rights, title and/or interests in, to and under this Lease, the Premises and/or the Solar Facilities.

(e) The term "*Assignment*" shall have the meaning set forth in Section 14(b).

(f) The term "*Assumption Date*" shall mean the date on which the Assignee assumes, in writing, all or a portion of Tenant's interest in the Premises, Solar Facilities and/or obligations under this Lease, which is being purchased, assigned, subleased, or otherwise transferred to such Assignee hereunder.

(g) The term "*Construction Activities*" means activities related to the construction, fencing, erection, repair, replacement, maintenance, and repowering of Solar Facilities.

(h) The term "*Construction Notice*" means written notice provided to Landlord from Tenant showing the Project Site, the portion of the Premises to be included therein, the location of any improvements to be constructed (or other incidental construction activity, including without limitation maintenance, repair, replacement or repowering of any Solar Facilities) on the Premises (if any) by Tenant.

(i) The term "*Construction Term*" means the period commencing on the date Construction Activities begin related to the installation of the Solar Facilities and ending at the start of the Initial Operations Term.

(j) The term "*Decommission*" or "*Decommissioning*" means the removal of all towers and SGDs, the removal of all other above-grade facilities to not less than three (3) feet below grade or as otherwise required by any governmental authority with jurisdiction, the burying of all tower foundations, and the reseeding of areas where the tower pads were located with grasses and/or natural vegetation.

(k) The term "*Decommissioning Term*" means the period within twelve (12) months following the expiration or earlier termination of the Operations Term of this Lease.

(l) The "*Development Term*" means the period commencing upon lease execution and enduring not more than six (6) years. Termination of the Lease or commencement of Construction Activities around the installation of Solar Facilities shall result in the conclusions of the Development Term.

(m) An "*Event of Default*" means the occurrence of either a Monetary Default or a Non-monetary Default.

(n) The term "*Environmental Laws*" means all statutes, ordinances, orders, rules and regulations of all federal, state or local governmental agencies relating to the use, generation, manufacture, installation, handling, release, discharge, storage or disposal of Hazardous Materials, including, but not limited to, the Federal Water Pollution Act, as amended (33 U.S.C. § 1251 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), and the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.).

(o) The "*Extended Operations Term*" means that upon written notice delivered to Landlord not less than one (1) month prior to the expiration of the Initial Operations Term or the then current Extended Operations Term, as applicable, the Lease shall be extended for the term as stated in such written notice; provided, however, that if Tenant fails to give notice of the exercise of any such option to extend, such option shall not lapse unless Landlord

gives Tenant a written notice requesting that Tenant either exercise or forfeit such option, and Tenant, in writing, elects to forfeit such option.

(p) The term "*Hazardous Materials*" means petroleum, asbestos, polychlorinated biphenyls, radioactive materials, radon gas or any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances," or words of similar import, under all Environmental Laws.

(q) The "*Initial Operations Term*" means that prior to the end of the Construction Term, if Tenant notifies Landlord in writing of Tenant's election to extend the Term of this Lease into the Initial Operations, then without any further action by the Parties, the Term of this Lease shall be automatically extended for an additional period of thirty (30) years.

(r) A "*Landlord Easement*" shall mean any easement, license, or other grant of rights benefitting the Premises, whether or not of record, including easements by prescription.

(s) The term *"Lease Payments"* means the payments as defined and described in Exhibit "B".

(t) The *"Lease Term"* means the term of this Lease and includes, as applicable, the Development Term(s), the Operations Term(s), and any Decommissioning Term.

(u) The term "*Leasehold Estate*" means Tenant's leasehold estate and rights under this Lease, including any easements granted to Tenant under or pursuant to this Lease.

(v) The term "*Lender*" means each holder of any such lien or security interest in the Solar Facilities, the Transmission Facilities, and/or the Leasehold Estate (i) whose lien is recorded in the land evidence records of the municipality in which the Premises are located, or (ii) of whom Tenant has given written notice to Landlord, stating the name and address of the Lender to whom such interest is granted, and a general description of the interest transferred; provided, however, that failure to give such notice shall not constitute an Event of Default or otherwise effect the validity of the collateral assignment, pledge, mortgage, lien or security interest granted or the rights of such Lender under this Lease.

(w) The term "*Lien*" means any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions encumbering or affecting all or any portion of the Land.

(x) The term "*Monetary Default"* means Tenant's failure to pay when due any Lease Payments and such failure continues for a period of thirty (30) business days after Tenant's receipt of written notice from Landlord of such failure of the Monetary Default.

(aa) The term "*Non-monetary Default*" means Tenant's failure to perform any of Tenant's obligations and covenants under this Lease and such failure continues for a period of thirty (30) business days after Tenant's receipt of written notice from Landlord of such failure; provided, however, that if any such default is such that it reasonably cannot be cured within such thirty (30) business-day period, such period shall be extended for such additional period of time as shall be reasonably necessary, if Tenant commences the cure

of the default within such thirty (30) business-day period and thereafter diligently pursues the same to completion.

(bb) The term "*Operations Commencement Date*" means the date Tenant gives the Landlord in the notice of its election to extend into the Initial Operations Term.

(cc) The "*Operations Term*" means collectively the Initial Operations Term and the Extended Operations Term(s).

(dd) The term "*Permitted Title Exceptions*" means all encumbrances against the Premises that are filed of record in the land evidence records for the municipality in which the Land is located, as of the Effective Date, and those unrecorded encumbrances, if any, which are set forth on Exhibit "F" attached hereto and incorporated herein by this reference.

(ee) The term "*Project*" means the Solar Facilities and those parcels of land upon which Tenant plans to construct the Solar Facilities, together with such adjoining property that is deemed necessary in Tenant's judgment for the operation of the Solar Facilities. Upon request by Landlord at any time following the Operations Commencement Date, Tenant shall designate the area comprising the Project to Landlord by delivering to Landlord a map or site plan delineating the boundaries of the Project (the "*Project Map*").

(ff) The term "*Recreational Use*" means any activity which is to occur on the Property that includes fishing, hunting, trapping, camping, hiking, sightseeing or engaging in motoring activities (like motorcycling, snowmobiling, and use of all-terrain vehicles) or for any other outdoor recreational use.

(gg) A "*Subordination and Non-Disturbance Agreement*" means an agreement between Tenant and the holder of a Lien that provides that the holder of such Lien shall (i) subordinate such Lien to Tenant's interest under this Agreement, (ii) agree not to disturb Tenant's possession or rights under this Agreement, (iii) provide notice to Tenant and its Lenders of defaults under the Lien documents, and (iv) comply with such other requirements as may be reasonably required by Tenant or its Lenders to protect the interests of Tenant or its Lenders. All Subordination and Non-Disturbance Agreements shall be in a form reasonably acceptable to Tenant and Tenant's Lenders, if any, and shall be in a form that may be recorded following their execution.

(hh) The term "*Tenant's Cure Period*" means the time allowed to Tenant to cure an Event of Default. Tenant's Cure Period for a Monetary Default is thirty (30) business days commencing on the date Tenant receives notice from Landlord of its failure to pay when due any Lease Payments. Tenant's Cure Period for a Non-monetary Default is thirty (30) business days commencing on the date Tenant receives written notice from Landlord of such failure (or such longer period of time as may be necessary to cure the failure, provided that Tenant commences to cure within such 30-day period and thereafter diligently prosecutes the cure to completion).

(ii) The term "*Title Insurance Company*" means any title insurance company issuing a policy of title insurance for the Project.

(jj) The term "*Transmission Easement*" means an easement in, on, over, along and under the Property for purposes of erecting, constructing, reconstructing, replacing, relocating, improving, enlarging, altering the voltage of, removing, maintaining and using the following from time to time: (i) a line or lines of towers, with such wires and cables as may from time to time be suspended therefrom, and/or underground wires and cables (which shall be buried at least three (3) feet underground), for the transmission of electrical energy and/or for communications purposes related to the Project, and all necessary and

proper foundations, footings, crossarms and other appliances and fixtures for use in connection with such towers, wires and cables on, over, along, across and under the Property; and (ii) one or more substations or interconnection or switching facilities from which Tenant or others that generate energy (whether on the Premises or elsewhere) may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy.

(kk) The "*Transmission Easement Agreement*" means a document in form and substance acceptable to Tenant, evidencing and describing the Transmission Easement and Tenant's rights therein.

(ll) The term "*Transmission Facilities*" means all towers, wires, cables, substations, facilities and rights of way related to the Transmission Easement.

(mm) The term "*Solar Facilities*" means one or more solar gathering devices ("*SGDs*"), above-ground and/or underground electrical transmission and communication lines and related equipment, footings, towers, poles, crossarms, guy lines, anchors and wires, collection and transmission grids, power conditioning equipment, substations, interconnections and/or switching facilities and transformers, energy storage facilities, telecommunications equipment, laydown areas, radio relays, roads and gates, signs and fences, meteorological towers, pyranometers and other solar measurement equipment, control buildings, maintenance yards and other related facilities, machinery, equipment and improvements.

2. Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, on and subject to the terms and conditions contained in this Lease. If Tenant obtains an ALTA survey of the Premises, Tenant may, at its option, substitute the legal description of the Premises as shown on the survey, for the legal description of the Premises attached hereto as Exhibit "A". Upon Tenant's request and at Tenant's expense, Landlord and Tenant will promptly execute an amendment to this Lease and to the Memorandum (described in Section 20 below) evidencing the amended legal description of the Premises provided in any such survey.

(a) Boundary Discrepancies. It is possible that the as-built fence lines of the Premises may not precisely match the boundaries of the Premises described in this Lease and in the Easement, and that these fence lines could create one or more encroachments onto adjacent property which could potentially entitle Landlord to claim the additional property within the fence lines by adverse possession and therefore affect the rights of the Landlord, Tenant and the neighboring landowners. Consequently, in the event any such fence line encroachment exists with respect to the Premises, the boundary of the Premises described in this Lease and the Easement is now and shall always be recognized as that which is subject to the terms and conditions set forth therein, as it pertains to the Project, and for no other purpose. Landlord agrees on behalf of itself, its heirs, successors or assigns that if Landlord were to acquire any property adjacent to the Premises via an adverse possession claim based on the existing fence line, Landlord waives: (i) any claim that any additional compensation is due to Landlord for improvements placed on the acquired property as part of the Project; and (ii) any claim that the acquired property is not subject this Lease and any other instruments for the Project executed by the record owner of the acquired property as of the Effective Date of this Lease; provided said waiver is limited in scope and relates only to the terms and conditions in this Lease and the Easement, and not for any other purpose. Landlord shall indemnify and hold harmless Tenant, any Lender and any Title Insurance Company, against loss, including counsel fees, and costs from any and every claim or demand of every kind and character asserted by any person or entity arising out of an

encroachment of any kind (other than an encroachment by Solar Facilities, Transmission Facilities or other improvements constructed or installed by Tenant) onto property adjacent to the Premises as described in this Lease and the Easement; provided, however, that the indemnity of Lender and any Title Insurance Company shall only extend to losses suffered by the indemnitees in relation to title insurance policies issued to Tenant with respect to the Project.

(b) Except as otherwise provided in this Lease, Tenant acknowledges that Tenant has carefully inspected the Premises and accepts the same on an "AS IS" and "WHERE IS" basis, without warranty, guaranty or representation whatsoever, either expressed or implied, oral or written, by Landlord or any person on behalf of Landlord (except as otherwise set forth herein), with respect to matters that include, but are not limited to, the following:

i. General Condition. The quality, nature, adequacy, and physical condition of the Premises;

ii. Soil and Groundwater. The quality, nature, adequacy, and physical condition of soils, geology, and groundwater or the suitability of the same for construction of any improvements on the Premises or any activities or uses which Tenant may elect to conduct on the Premises, or the compaction, stability or composition, erosion or other condition of the soil or any fill or embankment on the Premises for building or any other purpose;

iii. Utilities. The existence, availability, quality, nature, adequacy and physical condition of utilities serving the Premises;

iv. Suitability. The development potential of the Premises, and the use, habitability, merchantability, or fitness, suitability, value or adequacy of the Premises for any particular purpose;

v. Land Use. The zoning, land use, or other legal status of the Premises or compliance with any public or private restrictions on the use of the Premises, or with any other applicable laws, as the same were in effect on the Effective Date or may be thereafter modified, amended or supplemented, and any other zoning and land use laws thereafter adopted, published, or promulgated;

vi. Compliance with Laws. The compliance of the Premises or Tenant's intended operation on the Premises with any applicable laws as the same were in effect on the Effective Date or may be thereafter modified, amended or supplemented, and any other laws thereafter adopted, published, or promulgated that are applicable to the Premises or Tenant's intended operation on the Premises;

vii. Hazardous Materials. The presence or removal of Hazardous Materials on, under or about the Premises or any adjoining or neighboring property, except as otherwise agreed to herein;

viii. Encroachments or Encumbrances. The location of any improvements on the Premises, the existence of any encroachments onto or from any adjacent lands, the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, or condition affecting the Premises, except as otherwise disclosed herein; and

ix. Access. The availability or adequacy of roads, paths, trails or other rights-of-way providing access to and from the Premises to a public highway.

3. Lease Term. The term of this Lease shall include, as applicable, the Development Term, the Operations Term(s), and any Decommissioning Term, subject to the provisions of this Section 3.

(a) Development Term. The Development Term begins upon lease execution and may remain in effect for up to [redacted]. The Development Term shall conclude upon any of the following events: Construction Activities commence related to the installation of the Solar Facilities, the [redacted] of the commencement of the Development Term, or the termination of the Lease.

(b) Construction Term. The Construction Term will be for one year commencing on the date Construction Activities begin related to the installation of the Solar Facilities ending at the start of the Initial Operations Term. If construction of any Solar Facilities within the Project is not completed within one year, then the Construction Term will, without further action of either party, be extended until such Solar Facilities are completed and generate electricity on a commercial basis; provided however, in no event will such automatic extension be for more than [redacted]. In the event of such automatic extension of the Construction Term pursuant to the preceding sentence, Tenant will pay to Landlord an Extension Fee for each month the Construction Term is extended as set forth in **Exhibit "B"** attached hereto.

(c) Initial Operations Term. The Initial Operations Term commences at the end of the Construction Term. If, prior to the end of the Development Term, Tenant notifies Landlord in writing of Tenant's election to extend the Term of this Lease into the Initial Operations Term, then without any further action by the Parties, the Term of this Lease shall be automatically extended for an additional period of [redacted] on the day preceding the [redacted] of the Operations Commencement Date, unless the Initial Operations Term is earlier terminated pursuant to the provisions of this Lease.

(d) Extended Operations Term. Tenant shall have the option to extend the Initial Operations Term for [redacted] upon written notice delivered to Landlord not less than [redacted] to the expiration of the Initial Operations Term or the then current Extended Operations Term, as applicable; provided, however, that if Tenant fails to give notice of the exercise of any such option to extend, such option shall not lapse unless Landlord gives Tenant a written notice requesting that Tenant either exercise or forfeit such option, and Tenant, in writing, elects to forfeit such option. Notwithstanding the foregoing, the option shall nevertheless lapse if Tenant fails to inform Landlord of its election to forfeit within [redacted] after Landlord gives Tenant written notice requesting Tenant to either exercise or forfeit the option.

(e) Tenant's Right to Terminate. Tenant shall have the right to terminate this Lease as to all or any part of the Premises, at any time and from time to time, upon [redacted] prior notice to Landlord.

4. Lease Payments. Tenant shall pay to Landlord, as and when due, the Lease Payments described in Exhibit "B" attached hereto and made a part hereof for all purposes.

5. Tenant's Rights, Obligations and Permitted Uses.

(a) Tenant shall have the exclusive right during the Term to engage in the following activities on, in and under, and uses of the Premises: Tenant shall have the exclusive right to convert the solar energy resource on the Premises to electrical energy, and to access and use the Premises for the development, construction, operation, repowering and maintenance of a solar-powered electrical energy generating facility for the conversion of solar energy into electrical energy and the collection, conditioning, storage and transmission of electrical energy, whether or not generated on the Premises, together with other purposes and activities related thereto. Tenant shall have the right to construct, install, erect, improve and place (and thereafter maintain, operate, repair, remove, replace, reconstruct and relocate) on the Premises, any and all Tenant installed or leased buildings, improvements, fixtures, machinery and equipment that Tenant deems necessary or desirable in connection with the uses described above, including, without limitation, the Solar Facilities, and shall also have the right to undertake any other activities that Tenant determines are necessary or appropriate in connection with or incidental to the development, construction, operation and maintenance of, the Solar Facilities and/or for the benefit of one or more solar-powered electrical generating projects, including the Project (defined below), including, without limitation, determining the feasibility of solar energy conversion on the Premises (including, without limitation, conducting studies of the solar resource and other meteorological data) and conducting surveys and environmental, meteorological, biological, cultural, geotechnical, geological and other tests and studies. Tenant shall at all times during the Term retain title to the Solar Facilities and Landlord shall have no ownership or other interest in any Solar Facilities installed on the Property or Premises nor any lien thereon. Without limiting the generality of the foregoing, Landlord and Tenant recognize that solar gathering and conversion technologies are advancing rapidly and that Tenant may (but shall not be obligated to) replace from time to time existing Solar Facilities on the Premises with newer equipment, improvements and facilities. Tenant may also increase or decrease the number of SGDs and other Solar Facilities located on the Premises from time to time. Tenant shall provide Landlord an opportunity to review and comment on the final design for the Solar Facilities, and make commercially reasonable efforts to address any concerns Landlord may have. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, LANDLORD ACKNOWLEDGES THAT TENANT SHALL HAVE NO OBLIGATION TO CONSTRUCT ANY SOLAR FACILITIES ON THE PREMISES.

(b) Other Rights of Tenant.

(i) Access Easement. Landlord hereby grants to Tenant an Access Easement. The Access Easement shall run with the Premises, and shall inure to the benefit of and be binding upon Landlord and Tenant and their respective transferees, successors and assigns, and all persons claiming under them. Notwithstanding any provision of this Lease to the contrary, the term of the Access Easement shall survive expiration or termination of this Lease and shall continue until the later of (i) the completion of the Decommissioning or (ii) twelve (12) full calendar months after the expiration or termination of this Lease. At any time during the Term of this Lease, Landlord agrees, upon written request by Tenant, to execute and deliver to Tenant an Access

Easement Agreement. Tenant may, at its expense, record the Access Easement Agreement in the land evidence records for the municipality in which the Premises are located. Non-use of any portion of the Access Easement shall not prevent Tenant in the future from using the entire width and scope of the Access Easement in the event and to the extent such Access Easement is needed.

(ii) Transmission Easement and Facilities. Landlord hereby grants to Tenant, for the benefit of one or more solar power electrical energy generation projects, including the Project, a Transmission Easement. The Transmission Easement (A) includes the right of ingress to and egress from the Transmission Facilities (whether such Transmission Facilities are located on the Property, Premises, on adjacent property or elsewhere) over and along the Property by means of existing roads and lanes, or otherwise by such route or routes as Tenant may construct from time to time on, along and across the Property, (B) shall run with the Premises, and (C) shall inure to the benefit of and be binding upon Landlord and Tenant and their respective transferees, successors and assigns, and all persons claiming under them. Unless a utility Assignee requires that the Transmission Easement be perpetual, the term of the Transmission Easement shall survive expiration or termination of this Lease and shall continue until the later of (i) the completion of the Decommissioning; or (ii) twelve (12) full calendar months after the expiration or termination of this Lease. Tenant may, at its expense, record the Transmission Easement Agreement in the official public records of the municipality in which the Premises are located.

(c) Operations Easements. Landlord hereby grants to Tenant the following Easements:

(i) A non-exclusive easement, right, and entitlement on, over, across and under the Property, Premises and any adjacent property owned by Landlord for any audio, visual, view, light, electromagnetic, electrical, radio and television frequency interference, and any other effects whatsoever resulting directly or indirectly from any operations conducted on or facilities now or hereafter located on the Premises, or that are a part of the Solar Facilities or the Project; and

(ii) Reserved.

(d) To the extent that Landlord holds any Landlord Easement, and such Landlord Easement is or could be used for the benefit of the Premises, then the same are hereby included in this Lease and Tenant shall be entitled to make full use thereof. Upon the request of Tenant at any time and from time to time during the term of this Agreement, Landlord shall grant a Landlord Subeasement to Tenant in recordable form and containing such terms and provisions as may reasonably be requested by Tenant or such Subtenant, for no additional consideration. The term of each Landlord Subeasement shall run concurrently with the term of this Lease (or for such shorter period of time as is provided in the applicable Landlord Easement), and shall terminate upon the expiration or termination hereof.

(e) No Appurtenant Properties. The easements herein granted are easements in gross for the benefit of Tenant, its successors and assigns, as owner of the rights created by this Lease. The easements, leasehold estate and other rights granted by Landlord in this Lease are independent of, and not appurtenant to, any lands or estates or interest in lands, and no other real property benefits from the easements or leasehold estate. As between the Premises and other tracts of property upon which Tenant may locate Solar Facilities, no tract is considered dominant or servient as to the other.

6. Landlord's Rights, Obligations and Permitted Uses.

(a) Subject to the terms and conditions of this Lease, Landlord retains the right to use, or to lease or license to third parties the use of, the Property not included as part of the Premises, or any adjacent land for any purposes not granted to Tenant (including, without limitation, for recreation, cattle grazing, residential uses, farming, agriculture, hunting, ranching, for the exploration and development of water, dirt, aggregate, building stone, sand, gravel and other mineral substances), other than uses which compete with Tenant's use (i.e., a solar power plant), so long as such uses do not interfere with the Solar Facilities, Tenant's other equipment or operations on, or enjoyment of, the Premises and the rights granted to Tenant by this Lease, and such uses are in compliance with this Lease and with all Applicable Laws affecting the Premises. Any leases or easements entered into by Landlord after the Effective Date shall be subordinate and subject to Tenant's rights hereunder and the holders of such leases or easements shall be subject to the same terms, conditions and restrictions set forth in this Section 6. All such agreements entered into by Landlord shall contain a paragraph referencing this Lease. Landlord agrees to provide copies of such leases and easements to Tenant in their final form at least ten (10) business days prior to execution, and following execution by the parties, Landlord will provide to Tenant a true and complete copy of each such lease and easement. Landlord shall have the absolute right to assign or otherwise transfer its interest in and to this Lease and the Premises; provided, however, that any transfer by Landlord shall be subject to the terms and conditions of this Lease. Landlord shall provide written notice to Tenant of the name and address of the transferee and any allocation of rights (including without limitation the right to receive Rents or other Lease Payments) and responsibilities under this Lease in the event of an assignment or other transfer of only a portion of the underlying real property. Tenant shall be entitled to conclusively rely upon the terms of said notice with regard to making payments or taking other action under this Lease following said transfer.

(b) Liens. On request of Tenant, Landlord will cause to be delivered to Tenant a Subordination and Non-Disturbance Agreement from each party that holds a Lien on any portion of the Premises or has other rights that might interfere with Tenant's rights under this Agreement. From and after the Effective Date, Landlord shall not, without the prior written consent of Tenant, create or permit to be created or to remain, any Liens with respect to the Premises or any part thereof; provided that Landlord may mortgage or refinance any existing mortgage encumbering the Premises, provided that each such mortgagee agrees to enter into a Subordination and Non-Disturbance Agreement. If, after the Effective Date, Tenant consents to the creation by Landlord of additional Liens, Landlord shall, prior to granting such Lien, obtain a Subordination and Non-Disturbance Agreement in favor of Tenant from each party that will hold a Lien on any portion of the Premises or will have other rights that might interfere with Tenant's rights under this Agreement. Landlord and Tenant agree that any Liens granted in violation of this Section shall be deemed void *ab initio*.

(c) No Interference. Landlord agrees that Tenant shall have the right to quietly and peaceably hold, possess and enjoy the Premises for the Term of this Lease and for the purposes authorized herein, without any hindrance, interference or molestation. Landlord shall not interfere with, nor allow any other person or entity under Landlord's control or authority to interfere with, the free, unobstructed and natural solar resource over and across the Premises or take any action which will in any manner interfere with the transmission of electric, electromagnetic, or other forms of energy to or from the Premises, whether by constructing buildings or other structures or walls, planting trees or engaging in any other activity on the Property or any adjacent property owned by Landlord. Landlord shall not conduct, nor allow any other person or entity under Landlord's control or authority to conduct, any activity on the Property that would interfere in any way with Tenant's use of the Premises or the rights granted under this Lease. Landlord shall exercise reasonable

care not to disturb or uncover any below ground electrical cables. Landlord shall not grant any easement, license, lease or other right in or to the Property or Landlord's adjacent land to any third party in the business of development or operation of solar powered electrical generation, or which would otherwise interfere with the Solar Facilities or Tenant's rights under this Lease. If Tenant reasonably believes that any activity permitted by this Section 6(c) would materially interfere with Tenant's use of the Premises or its rights granted hereunder, Landlord will cooperate with Tenant in good faith to facilitate the compatibility of Landlord's proposed activities with Tenant's permitted use of the Premises and its rights granted hereunder. Landlord agrees that Tenant may (i) cross any of Landlord's above-ground or underground pipelines, roads, electrical or communication lines, or other of Landlord's improvements located on the Property or Premises in order to construct, operate or maintain the Solar Facilities, and (ii) move, bury, relocate or temporarily remove from service, at its sole cost and expense, any of Landlord's above-ground or underground improvements as may be reasonably necessary to cross such improvements. By reason of the foregoing agreement, all such crossings shall be deemed to be crossings under an existing agreement between the parties.

(d) Setbacks. Without the prior written consent of Tenant, Landlord will not construct or install (or allow to be constructed or installed) on the Property any structure, building, towers, fences, poles, wires, cables or any other above-ground or below-ground improvements of any kind or character within the following setback areas:

(i) Transmission Facilities (overhead lines and poles and buried lines), SGDs: 100 feet;

(ii) Substations and Operations and Maintenance Buildings: 100 feet; and

(iii) Roads and project fencing: 50 feet.

(iv) Reserved.

(e) Conservation Reserve Programs. Landlord has disclosed to Tenant all portions of the Premises, if any, that are currently enrolled in the Conservation Reserve Program under the Food Security Act of 1985, as may be amended, or subject to any other resource conservation easements or other restrictions that would either prohibit or restrict the use of the Premises by Tenant for the purposes authorized in this Lease (collectively, a "*CRP*") as of the Effective Date of this Lease. Landlord will provide Tenant with a true and complete copy of each agreement evidencing such participation of, or such restrictions on, the Premises (each a "*CRP Contract*") within five (5) days after the Effective Date. Notwithstanding anything herein to the contrary, Tenant may delay making payments to Landlord otherwise due hereunder until ten (10) business days after Tenant's receipt of the CRP Contracts then in effect. At no out-of-pocket cost to Landlord, Landlord shall cooperate, or use its best efforts to ensure that its tenants cooperate, in any effort by Tenant to remove all or a portion of any such land from the CRP as needed for construction, operation and maintenance of the Project. Upon removal from CRP of any portion of the Premises that is enrolled in CRP as of the Effective Date, Tenant will reimburse Landlord or Landlord's lessee, as the case may be, for any penalties or reinstated taxes resulting from such removal and for all CRP payments that would otherwise have been made to Landlord after the Effective Date for the portion of the Premises removed from the CRP. After the Effective Date, neither Landlord nor any tenant of Landlord shall enroll any portion of the Premises in CRP without Tenant's consent, not to be unreasonably withheld. LANDLORD SHALL INDEMNIFY AND HOLD TENANT HARMLESS FROM AND AGAINST LOSSES, COSTS, DAMAGES AND LIABILITY TO THE EXTENT CAUSED BY LANDLORD'S FAILURE TO COMPLY WITH THIS SECTION 6(e).

(f) Oil & Gas Operations. Subject to Landlord's compliance with the terms of this Section 6 and any other rights and remedies available under applicable law, this Lease is subject to existing oil, gas and mineral leases involving the mineral estate underlying the Premises as well as subject to the Premises' mineral estate, which is dominant to the surface estate. Tenant acknowledges and agrees that it shall use reasonable efforts to construct the Solar Facilities substantially in a manner that does not materially interfere with the oil, gas and mineral operations on the Premises existing and reasonably apparent at the time of construction of the Solar Facilities. Notwithstanding the foregoing, Landlord agrees that any future improvements relating to the oil, gas and mineral interests on or under the Premises by Landlord will be installed and operated so as to not (a) materially interfere with the Solar Facilities and the operations related thereto, or (b) materially obstruct the natural solar resource over and across the Premises. Prior to the construction or erection of any structure or the installation of any improvements relating to oil, gas or mineral operations on the Premises, Landlord shall notify Tenant to coordinate the construction, erection or installation of such structures or improvements. Landlord reserves the right to enter into oil, gas and mineral leases as Landlord may choose subsequent to the Effective Date, provided that each of Landlord (and Landlord's future tenants) and Tenant comply with the requirements of this Section 6. Landlord shall cause any new oil, mineral and gas leases or renewals and/or extensions of existing oil, mineral or gas leases, options to lease, seismic permits, or any other agreement made by Landlord with a third party in search of or addressing the extraction of oil, gas or minerals to be made subject to the terms and conditions hereof. All such agreements entered into by Landlord shall contain a paragraph referencing this Lease. All payments for surface damages to the Premises paid or to be paid by a third party because of oil, gas or mineral operations, including pipeline construction, shall be paid to Landlord.

7. Additional Rights and Obligations.

(a) Tenant shall maintain the Solar Facilities and all improvements related thereto. Tenant shall use commercially reasonable efforts to keep the Premises free of refuse, litter and debris at all times, and shall remove all refuse, litter and debris created by Tenant and its invitees, licensees, agents and contractors from the Premises.

(b) In addition to the rights, duties and obligations of Landlord and Tenant set forth elsewhere in this Lease, the Parties shall also have those specific rights, duties and obligations set forth in Exhibit "D" attached hereto and made a part hereof for all purposes.

8. Construction and Decommissioning.

(a) Construction. Prior to commencement of Construction Activities on the Premises, Tenant shall give Landlord Construction Notice and the approximate construction schedule therefor. Subject to applicable conditions of this Lease, Tenant shall have the right, in Tenant's sole discretion, to modify either the location or schedule for construction of improvements at any time by delivering a subsequent Construction Notice to Landlord, which shall supersede the prior Construction Notice in its entirety upon Landlord's receipt thereof. The Construction Notice shall be in substantially the form attached hereto as Exhibit F. Tenant and its contractors, subcontractors, agents, employees and consultants shall, from that date forward, pursue and execute Construction Activities in a safe, professional and diligent manner. Within ten (10) days of issuance of any Construction Notice hereunder Landlord may provide written questions or comments to Tenant, who shall make commercially reasonable efforts to address such questions or comments. The foregoing notwithstanding, Tenant shall retain sole discretion over Construction schedule and Project design and Construction.

(b) Decommissioning of Solar Facilities. During the Decommissioning Term, Tenant, at its sole cost and expense, shall Decommission the Solar Facilities. However, Tenant may leave all roads in their condition existing at the time this Lease expires or terminates.

(c) Security for Removal of Improvements. Not later than earlier than the [redacted] anniversary of the Operations Commencement Date or [redacted] to the termination of the power sales agreement for the Project, Tenant will deliver to Landlord to secure Tenant's Decommissioning obligations hereunder, any one of the following at Tenant's option: (a) a surety bond, collateral bond, cash, cashier's check, certificate of deposit, bank joint custody receipt or other negotiable instrument for the benefit of Landlord; (b) any decommissioning surety or security required for Solar Facilities in the county with the Project is located in accordance with Applicable Law; or (c) the written guaranty of payment and performance of Tenant's Decommissioning obligations herein executed in favor of Landlord by Tenant's corporate parent ("Parent Guaranty"); provided however a Parent Guaranty will only be permitted if Tenant's corporate parent is a Qualified Parent Guarantor as defined below (the selected security being referred to herein as the "Removal Security"). Once in place, Tenant will keep the Removal Security in force throughout the remainder of the Lease and may not cancel or alter the Removal Security without the written consent of Landlord.

(d) The Removal Security will be accompanied by an estimate of the total cost of Decommissioning the Project and an estimate of the salvage value of the Solar Facilities prepared by a professional engineer licensed in jurisdiction where the project is located. The amount of the Removal Security will be [redacted] of the estimate of the total cost of Decommissioning, minus the salvage value of the Solar Facilities. The estimate will be updated by Tenant upon Landlord's request, but not more often than once every [redacted] during at the Operations Term.

(e) Tenant will not be required to deliver or maintain more than one form of the Removal Security at any time. If Tenant is required by any Applicable Law to deliver a differing form of decommissioning surety or security, Landlord will, following Tenant's delivery of the Removal Security required by any Applicable Law, promptly release and waive the Removal Security previously delivered by Tenant, provided however Landlord will only be required to release the previously delivered Removal Security if the Removal Security required by Applicable Law is in an greater amount and/or of greater duration. If the Removal Security required by Applicable Law is not in a greater amount and/or of greater duration, Landlord will only be required to release the previous Removal Security to the extent such release does not reduce the amount and/or duration of the Removal Security in favor of Landlord below that provided by the initial Removal Security delivered by Tenant.

9. Taxes.

(a) Landlord's Taxes. Landlord shall pay before delinquency all real property taxes and assessments on the Property to the extent not payable by Tenant under Section 9(b), and shall promptly send to Tenant evidence of payment of the same. If Landlord fails to do so, Tenant shall have the right to pay such amounts on Landlord's behalf. Any taxes or assessments on the Property paid by Landlord during the Term shall be reimbursed by

Tenant to Landlord within ninety (90) days of Landlord providing written evidence of such payment. In the event the taxing authorities provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Solar Facilities, Tenant agrees to pay such real property taxes directly to the taxing authorities. Landlord shall be solely responsible for any income or other taxes assessed on the payments of Rent received by Landlord.

(b) Tenant's Taxes. Unless Tenant has contested the assessed value of the Premises or the Solar Facilities in accordance with Section 9(c), Tenant shall pay before delinquency all real and personal property taxes attributable to (1) Premises (2) the Project and (3) the Solar Facilities. In the event the taxing authorities do not provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the (1) Premises, (2) the Project and (3) Solar Facilities, Landlord shall submit to Tenant within thirty (30) days after Landlord receives the bill(s) from the taxing authorities, but in no event later than sixty (60) days prior to the date such tax payments are due, and Tenant has the option to pay either the taxing authorities or Landlord the portion of the tax bill attributable to the Premises, the Project and the Solar Facilities (unless Tenant has contested the assessed value in accordance with Section 9(c). Landlord must (i) submit the real property tax bill(s) to Tenant within thirty (30) days after Landlord receives the bill(s) from the taxing authorities, but in no event later than sixty (60) days prior to the date such tax payments are due, and (ii) provide Tenant with reasonable assurances that Landlord will pay such amount directly to the taxing authorities. Tenant shall not be obligated to reimburse Landlord for taxes, or for any increase in the taxes on the Property, attributable to (a) facilities installed on the Property by or on behalf of Landlord, or (b) any reclassification of any land not included as part of the Premises resulting from activities on such land conducted by, through or under Landlord (other than activities of Tenant), including related penalties or interest.

(c) Tax Contests. Landlord and Tenant agree to work together cooperatively and in good faith to minimize any reclassification of the Property or Premises and any resulting penalties or interest. Landlord shall submit to Tenant a copy of all notices and other correspondence Landlord receives from any taxing authorities regarding the assessed value of the Premises and/or the Solar Facilities within thirty (30) days after Landlord receives same, but in no event later than thirty (30) days prior to the date an objection to such assessment or taxes must be filed. Landlord agrees to provide to Tenant all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that Tenant may deem advisable to file; provided, however, that Tenant shall reimburse Landlord for its reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred in connection with providing such assistance. Tenant may contest the assessed value of the Solar Facilities and the legal validity and amount of any such taxes for which it is responsible under this Lease, and may institute such proceedings as it considers reasonable or necessary, provided that Tenant shall bear all expenses in pursuing such contest or proceeding.

(d) Transfer Taxes. Tenant shall pay any transfer tax or other tax payable to any governmental taxing authority, including the municipality in which the Premises are located, by reason of the execution of this Lease and/or the recordation of the Memorandum.

(e) Tax Credits. Landlord and Tenant agree that this Lease does not constitute and is not intended to constitute an "ownership interest" by Landlord in the Solar Facilities for purposes of Section 45 of the Internal Revenue Code, and agree that this Lease does not constitute an "ownership interest" for purposes of any tax incentive, benefit, or credit applicable under federal or state law attributable to the Premises or the Solar Facilities. If under Applicable Law Tenant becomes ineligible for any tax credit, benefit or incentive

for alternative energy expenditure or any tax abatement or value limitation agreement established by any local, state or federal government, or if any production tax credits under Section 45 with respect to the Solar Facilities are allocable to Landlord, then in either event, at Tenant's option, Landlord and Tenant shall amend this Lease or replace it with a different instrument so as to convert Tenant's interest in the Premises or the Solar Facilities to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive.

10. Permits and Governmental Agencies.

(a) Requirements of Governmental Agencies. Tenant, at its sole expense, shall obtain any and all land use permits and approvals, building permits, environmental impact reviews, and any other governmental approvals required for the financing, construction, installation, relocation, replacement, maintenance, operation, or removal of the Solar Facilities. Tenant shall have the right to challenge or contest, by appropriate legal proceedings, any denial of any governmental approval or condition thereof or the validity or applicability of any law, ordinance, statute, order, regulation, or other governmental agency or entity to the Premises, the Project or the Solar Facilities.

(b) Landlord's Cooperation. At no out-of-pocket cost to Landlord, Landlord shall reasonably assist and cooperate with Tenant (including, if and when necessary or required, signing applications and related documentation for governmental approvals or for legal challenges related to the governmental approvals) in applying for, complying with or obtaining any governmental permits and approvals, building permits, environmental reviews or any other approvals required for the financing, construction, installation, replacement, relocation, maintenance, operation and/or removal of the Solar Facilities. Tenant shall reimburse Landlord for all actual, reasonable out-of-pocket expenses and reasonable consultant expenses incurred by Landlord with regard to the subject governmental approvals. Landlord shall not oppose or object to, whether in the permitting or approval process or otherwise, Tenant's exercise of any of its rights under this Lease.

(c) Setback Waiver. (i) To the extent that Tenant or any of its affiliates owns, leases or holds a lease and/or an easement over land adjacent to the Premises and has installed or constructed or desires to install or construct improvements on said land at and/or near the common boundary between the Premises and such adjacent land, and setback requirements would ordinarily apply along such common boundary, or (ii) to the extent that the Premises is comprised of separate parcels that would ordinarily be subject to setback requirements from the boundary line of such separate parcels, Landlord hereby waives (to the extent allowed by Applicable Law) any and all setbacks and setback requirements, whether imposed by Applicable Law or by any person or entity, including any setback requirements described in the zoning ordinance of the city or town in which the Premises are located or in any governmental entitlement or permit heretofore or hereafter issued to Tenant or its affiliate. If so requested by Tenant or any such affiliate, Landlord shall, without demanding additional consideration therefor, execute and acknowledge (if necessary) any setback waiver, setback elimination or other document or instrument reasonably requested by Tenant, such affiliate, or the municipality having jurisdiction over the Premises in connection therewith, and return such document to Tenant within ten (10) business days following Landlord's receipt of such document.

11. Tenant's Representations, Warranties, and Covenants.

(a) Applicable Law. Tenant shall comply in all material respects with each Applicable Law relating to the Solar Facilities.

(b) Mechanics' Liens. If any mechanics' liens are filed against the Premises as a result of Tenant's use of the Premises, Tenant shall promptly cause the removal thereof. If Tenant wishes to contest any such lien, Tenant shall, within sixty (60) days after it receives notice of the lien, provide a bond or other security as Landlord may reasonably request, or remove such lien from the Premises pursuant to Applicable Law.

(c) Tenant's Responsibility for Hazardous Materials. If Tenant places, disposes or releases any Hazardous Materials in or onto the Premises and such placement, disposal or release results in the contamination of the Premises, then Tenant shall remediate such Hazardous Materials in accordance with any remediation order or requirements of any governmental authority with jurisdiction. Landlord acknowledges that Tenant has disclosed to Landlord that in connection with the ordinary course of construction, operation and maintenance of the Solar Facilities, Tenant will use limited quantities of Hazardous Materials, at all times in compliance with Environmental Laws.

12. Landlord's Representations and Warranties. Landlord hereby represents, warrants and covenants to Tenant as follows:

(a) Landlord's Authority. Landlord is the sole owner of the fee interest in and to the Premises and has the unrestricted right and authority to sign this Lease and to grant Tenant the rights granted in this Lease. This Lease constitutes a valid and binding agreement enforceable against Landlord in accordance with its terms. Landlord hereby warrants and agrees to defend its ownership of the Premises against any person or party claiming to have any interest in the Premises, subject only to the Permitted Title Exceptions.

(b) Encumbrances. As of the Effective Date and except for the Permitted Title Exceptions, Landlord has not: (i) leased any portion of the Premises to any third party; (ii) encumbered any portion of the Premises with any lien (whether evidencing a monetary indebtedness or otherwise), easement, restriction or other encumbrance; or (iii) granted any other right to or interest in the Premises to any third party. Landlord agrees to defend Tenant's leasehold interest in the Premises and the use and occupancy of the same against the claims of all persons, except those claiming by, through or under Tenant, subject to only the Permitted Title Exceptions.

(c) Hazardous Materials. To the best of Landlord's knowledge, except (i) for any incidental quantities customarily used for agricultural purposes and in connection with Landlord's other customary permitted activities on the Premises, and (ii) as otherwise disclosed in writing to Tenant prior to the Effective Date, Landlord has not contaminated the Premises with Hazardous Materials and there are no Hazardous Materials located on the Premises. To the best of Landlord's knowledge, except as otherwise disclosed in writing to Tenant prior to the Effective Date, (A) there are no abandoned wells, solid waste disposal sites or underground storage tanks located on the Premises; (B) the Premises are not in violation of any Environmental Law, and the Premises are not subject to any judicial or administrative action, investigation or order under any Environmental Laws. Except as otherwise disclosed in writing to Tenant prior to the Effective Date, Landlord has not received any notice of any Hazardous Materials on the Premises or any notice of a violation of any Environmental Laws. Landlord will notify Tenant promptly upon becoming aware of any release of any Hazardous Materials on, under, about or near the Premises or of any other event affecting the environmental condition of the Premises.

13. Indemnities and Insurance.

(a) Tenant's Indemnity. Tenant shall hold Landlord harmless, and with respect to all third party claims, shall indemnify and defend Landlord, from and against any losses, costs,

damages, liabilities or expenses for physical damages to property (including destruction of growing crops or livestock) and for physical injuries to any person, to the extent caused directly by the Solar Facilities or by the activities of Tenant, its agents, contractors, employees, guests, licensees and permittees on or about the Premises, except to the extent caused by the negligence or willful misconduct of Landlord, its agents, contractors, employees, guests, licensees or permittees. Tenant's indemnification obligations under this Section 13(a) shall not apply to any settlements effected without the prior written consent of Tenant. If a release of a Hazardous Material is caused or permitted by Tenant or its contractors, employees or agents that results in contamination of the Premises, then Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any and all claims, actions, suits, proceedings, losses, costs, damages, liabilities (including, without limitation, sums paid in settlement of claims), deficiencies, fines, penalties or expenses (including, without limitation, reasonable attorneys' fees and consultants' fees, investigation and laboratory fees, court costs and litigation expenses) which arise during or after the term of this Lease as a result of such breach or contamination by Tenant. Tenant's liability for the acts of its guests, licensees and permittees shall be limited to those guests, licensees and permittees expressly permitted to be on the Premises by or on behalf of Tenant and shall not extend to any persons on the Premises without Tenant's express permission. IN NO EVENT SHALL TENANT BE LIABLE OR RESPONSIBLE FOR LOSSES OF RENT, BUSINESS OPPORTUNITIES, PROFITS OR ANY OTHER CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND THAT MAY RESULT FROM LANDLORD'S LOSS OF USE OF THE PORTION OF THE PREMISES OCCUPIED BY THE SOLAR FACILITIES PURSUANT TO THIS LEASE, NOR FOR PROPERTY DAMAGE, PERSONAL INJURIES OR OTHER CLAIMS ARISING OUT OF OR OTHERWISE ATTRIBUTABLE TO SOLAR INTERFERENCE AND/OR ELECTRICAL GENERATING FACILITIES UNLESS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT.

(b) Landlord's Indemnity. Landlord shall hold Tenant, its Assignees, invitees, employees, agents, contractors, licensees, and permittees harmless, and with respect to all third party claims, shall indemnify and defend Tenant, from and against losses, costs, damages, liability or expenses for physical damage to property (including, without limitation, Tenant's roads) and for physical injuries to any person, to the extent caused by the operations or activities of Landlord or those acting by, for or under Landlord, except to the extent caused by the negligence or willful misconduct of Tenant, its agents, contractors, employees, guests, licensees or permittees. Landlord's liability for the acts of guests, licensees and permittees shall be limited to those guests, licensees and permittees expressly permitted to be on the Premises and shall not extend to any persons on the Premises without Landlord's express permission. Landlord's indemnification obligations under this Section 13(b) shall not apply to any settlements effected without the prior written consent of Landlord. IF LANDLORD BREACHES ITS WARRANTIES, COVENANTS OR REPRESENTATIONS REGARDING HAZARDOUS MATERIALS, OR IF A RELEASE OF A HAZARDOUS MATERIAL IS CAUSED OR PERMITTED BY LANDLORD OR ITS AGENTS, EMPLOYEES, LESSEES (OTHER THAN TENANT) OR CONTRACTORS WHICH RESULTS IN CONTAMINATION OF THE PREMISES, THEN LANDLORD SHALL INDEMNIFY, DEFEND, PROTECT AND HOLD TENANT, AND TENANT'S EMPLOYEES, AGENTS, PARTNERS, LENDERS, MEMBERS, OFFICERS AND DIRECTORS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, LOSSES, COSTS, DAMAGES, LIABILITIES (INCLUDING, WITHOUT LIMITATION, SUMS PAID IN SETTLEMENT OF CLAIMS), DEFICIENCIES, FINES, PENALTIES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND CONSULTANTS' FEES, INVESTIGATION AND LABORATORY FEES, COURT COSTS AND LITIGATION EXPENSES) WHICH ARISE DURING OR AFTER THE TERM OF THIS LEASE AS A RESULT OF SUCH BREACH OR CONTAMINATION, EXCEPT TO THE EXTENT ANY SUCH CLAIMS, DAMAGES OR LIABILITIES RESULT FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT , ITS EMPLOYEES, CONTRACTORS OR AGENTS. This indemnity includes, without limitation, and Landlord shall pay all costs and expenses relating to: (1) any claim, action, suit or proceeding for personal injury (including sickness,

disease or death), property damage, nuisance, pollution, contamination, spill or other effect on the environment; (2) any investigation, monitoring, repair, clean-up, treatment or detoxification of the Premises; and (3) the preparation and implementation of any closure plan, remediation plan or other required action in connection with the Premises.

(c) Reciprocal Indemnities.

(i) Taxes. Landlord and Tenant each agree to indemnify and hold each other harmless from any liability, cost or expenses, paid by it or for which it is liable, if either party should fail to pay its Taxes in accordance with this Lease.

(ii) Brokerage Commissions; Indemnity. Landlord and Tenant each warrant and represent to the other that there are no brokers' commissions, finders' fees or any other charges due to any broker, agent or other party in connection with the negotiation or execution of this Lease. EACH PARTY SHALL INDEMNIFY, DEFEND, PROTECT AND HOLD THE OTHER PARTY HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), LIABILITIES AND CLAIMS WITH RESPECT TO ANY CLAIMS MADE BY ANY OTHER BROKER OR FINDER BASED UPON SUCH BROKER'S OR FINDER'S REPRESENTATION OR ALLEGED REPRESENTATION OF SUCH INDEMNIFYING PARTY.

(d) Insurance.

(i) Tenant's Insurance. Beginning on the Effective Date and throughout the Term of this Lease, Tenant shall maintain commercial general liability insurance written on an occurrence form for third party bodily injury or property damage with coverage limits of at least [redacted] per occurrence. Tenant shall also provide and maintain Umbrella and/or Excess Liability insurance providing coverage on a "following form" basis to the underlying primary coverage of commercial general liability with coverage limits of at least [redacted] Tenant's Umbrella and/or Excess Liability insurance shall have endorsements and/or coverage extensions at least as broad and/or following form to the primary underlying policy and shall constitute excess coverage and shall not contain endorsements which restrict coverage provided in the underlying policy. Throughout the Term of this Lease, Tenant shall maintain insurance on the Solar Facilities with companies as required by Tenant's Lender(s) and/or as is commercially reasonable and available. All policies shall be with insurance companies with a minimum AM Best Insurance Rating of A- VIII or higher. Where required by written contract, insurance policies shall be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry. Tenant shall provide Landlord with a minimum thirty (30) day notice (10 day notice for non-payment of premium) of any cancellation or material change in coverage. Within ten (10) days after the Effective Date of this Lease, Tenant shall provide Landlord a Certificate of Insurance ("COI") utilizing an industry standard ACORD form and annually thereafter until all obligations of Tenant pursuant to this lease agreement have been fully discharged.

(ii) Landlord Insurance. Landlord shall maintain casualty and public liability insurance with respect to the Premises and the improvements of Landlord located thereon. The aggregate public liability policy insurance shall be not less than [redacted]

(iii) Waiver of Subrogation. Landlord and Tenant each waive any and all rights to recover against the other or against the officers, directors, shareholders, partners,

joint venturers, employees, agents, invitees, or business visitors of each other for any loss or damage to the waiving party arising from any cause covered by any insurance required to be carried pursuant to this Section 13.

14. Assignment, Sale or Financing by Tenant.

(a) Leasehold Financing and Collateral Assignment. Tenant may, from time to time, without Landlord's consent, conditionally or unconditionally, hypothecate, mortgage, pledge, collaterally assign, or otherwise encumber and grant security interests (i) in all or any part of Tenant's interest in the Solar Facilities and/or the Transmission Facilities, and/or (ii) in all but not in part of Tenant's Leasehold Estate.

(b) Assignments and Other Transfers. Tenant and any Assignee shall have the right, without Landlord's consent, to do any of the following, conditionally or unconditionally, in whole or in part to: (i) sell, convey, assign or transfer, all, but, except as permitted in clause (ii) of this Section 14(b), not in part, Tenant's (or such Assignee's) rights, title and interests in and to this Lease, the Premises and/or the Solar Facilities; (ii) assign all or any portion of the Access Easement or the Transmission Easement, or Tenant's or such Assignee's rights thereunder, either for Assignee's sole use or for the use by Assignee and its invitees and assignees; (iii) apportion, grant co-leases, subleases, subeasements, co-easements, separate easements, licenses or similar rights (however denominated) to one or more persons, consistent with the terms of this Lease; or (iv) in connection with the exercise of the rights of Tenant or any Assignee with respect to the transmission of electricity generated by the Solar Facilities or otherwise, Tenant, in its sole discretion and without further act of Landlord, shall have the right to grant to any utility the right to construct, operate and maintain electric transmission, interconnection and switching facilities (including without limitation a substation) on the Premises pursuant to any standard form of easement, subeasement, sublease, license or other agreement used or proposed by the utility; and Landlord agrees to execute such documents and take such actions as are reasonably necessary or required to reflect such assignment or right granted to the utility, including any documents required for recording of such easement or assignment (each an "*Assignment*"). Tenant or an Assignee that has assigned an interest under this Section 14(b) will give notice of such Assignment (including the address of the Assignee thereof for notice purposes) to Landlord; provided, however, that failure to give such notice shall not constitute a default under this Lease but rather shall only have the effect of (A) not binding Landlord with respect to such Assignment until such notice is given, and (B) not releasing the assignor from liability under this Lease pursuant to Section 14(c). Any transfer, sale, conveyance or assignment by Tenant of any interest in Tenant, or in Tenant's parent or any Affiliate of Tenant, shall not constitute an Assignment for purposes of this Lease.

(c) Assignee Obligations; Assignor Release. No Assignee shall have any obligation or liability for any Tenant Event of Default occurring under this Lease prior to the Assumption Date. From and after the Assumption Date, an Assignee shall be liable to perform all of Tenant's obligations under this Lease that are assumed by such Assignee and that relate to that portion of Tenant's interest in the Premises purchased by, or assigned, subleased or transferred to, such Assignee. Except with respect to a sublease, Tenant and any subsequent assignor shall be automatically released from all obligations accruing under this Lease from and after the Assumption Date.

(d) Certificates. Landlord shall, within [redacted] days following Tenant's or any Assignee's written request, execute such affidavits and/or estoppel certificates (certifying to such matters as may be reasonably requested) and/or consents to assignment and/or Nondisturbance Agreements as Tenant, any Assignee or any Lender may reasonably

request from time to time. Tenant may conclusively rely upon any such certificate executed by Landlord. The failure of Landlord to deliver any such certificate within ten (10) days after written request therefor shall be conclusive evidence that (i) this Lease is in full force and effect and has not been modified; (ii) any amounts payable to Landlord hereunder have been paid through the date of such written request; (iii) there are no uncured Events of Default hereunder; and (iv) the other certifications requested by Tenant or such Assignee are, in fact, true and correct.

(e) Assignee Rights and Obligations. Except as otherwise expressly provided in this Lease, each Assignee hereunder shall have all rights, obligations (including, without limitation, the obligation to pay Lease Payments), easements (including, without limitation, the Access Easement and Transmission Easement) and other real property interests granted to Tenant under this Lease, to the extent applicable to and necessary for the benefit of such portion of the Premises, Solar Facilities and/or interests in this Lease that is assigned, conveyed or otherwise transferred to such Assignee.

15. Default and Remedies.

(a) Tenant's Default. An Event of Default shall occur either by a Monetary Default, or a Non-monetary Default.

(b) Landlord's Remedies. Subject to the rights of Lenders and Assignees to cure any Event of Default as set forth in Section 15(c) and Section 15(d) below:

(i) Upon the occurrence of a Monetary Default, Landlord may, at its election, terminate this Lease by providing Tenant with written notice of such termination prior to the date such Monetary Default is cured; or

(ii) So long as Landlord does not terminate Tenant's right to possession of the Premises, Landlord may keep this Lease in full force and effect and collect all Lease Payments as and when due under this Lease.

(iii) If Landlord terminates this Lease, then all rights and obligations of the Parties shall terminate (except for those obligations that expressly survive termination).

(iv) Any Non-monetary Default may only result in a cause of action by Landlord under Applicable Law, and Landlord expressly waives the right to terminate this Lease for any Event of Default other than a Monetary Default.

(v) To prevent termination of this Lease, Tenant shall have the right, but not the obligation, at any time prior to the effective date of termination, to pay any or all amounts due hereunder, and to do any other act or thing required of Tenant hereunder necessary to prevent the termination.

(c) Protection of Lenders.

(i) Provided Landlord has been notified of the name and address of each Lender, Landlord shall deliver to each Lender a duplicate copy of any notice of an Event of Default delivered by Landlord to Tenant under this Lease, at the same time such notice is delivered to Tenant. Upon Tenant's failure to cure an Event of Default within Tenant's Cure Period, Landlord shall provide a second written notice of default to the Lender(s) and the Lender(s) shall have (A) an additional thirty (30) days following Tenant's Cure Period, in the event of a Monetary Default, or (B) an additional sixty (60) days following Tenant's Cure Period, in the event of any Non-monetary Default, in which to cure such Event of Default. Notwithstanding the above, if the Event of Default is a Non-monetary Default and cannot, in the exercise of commercially reasonable diligence, be

cured within such additional sixty (60) day period, then such Lender(s) shall have an additional time to cure such Event of Default as may be reasonably necessary using commercially reasonable diligence. Any Non-monetary Default that cannot be cured by the Lender(s) shall nevertheless be deemed to have been cured and remedied if (1) on or before sixty (60) days following Tenant's Cure Period, any Lender(s) shall have acquired Tenant's then-remaining right, title and interest in the Premises or shall have commenced foreclosure or other proceedings for such purposes and are diligently prosecuting such proceedings to completion, (2) any such Lender(s) shall have fully cured, within such 60-day period, any Monetary Default and thereafter continue to perform all monetary obligations of Tenant under the Lease, and (3) after obtaining Tenant's then-remaining right, title and interest in the Premises, such Lender(s) commence performance of the Non-monetary obligations of Tenant and thereafter diligently pursue same to completion.

(ii) Landlord will not, without the prior consent of each affected Lender (which consent shall be given or withheld on the basis of the documents governing the relationship between such Lender and Tenant): (A) amend or modify, or take any action causing, consenting to or accepting the amendment or modification of this Lease, if such amendment or modification will reduce the rights or remedies of such Lender hereunder or impair or reduce the security for any Lender's lien or security interest; or (B) cancel, terminate or suspend (or cause, consent to or accept the cancellation, termination or suspension of) this Lease or any rights granted herein, except for a termination resulting from a Monetary Default which is not cured following the notice and cure periods set forth in Section 15(a) and this Section 15(c).

(iii) Every Lender shall have the right (but not the obligation) to make any Lease Payment(s) due under this Lease and/or to do any act or thing that Tenant has the right or obligation to do under this Lease. All payments and performance by any Lender shall be as effective to prevent or cure an Event of Default as they would have been if made or done by Tenant, and Landlord agrees to accept such performance, payment and cure. Landlord authorizes any Lender (or its employees, agents, representatives or contractors) to enter upon any part of the Premises for purposes of completing such performance, with all rights and privileges granted to Tenant hereunder.

(iv)) If a Lender is prohibited by any process or injunction issued by a court having jurisdiction over any bankruptcy, reorganization, insolvency or other debtor-relief proceeding, from commencing or prosecuting foreclosure or other appropriate proceedings, then the times specified in Section 15(d)(i) for commencing or prosecuting such foreclosure or other proceedings shall be extended for the period of such prohibition; provided, however, that such Lender (or another Lender) shall have fully cured any Monetary Default and shall thereafter continue to perform such monetary obligations as and when due.

(v) The transfer of Tenant's interest under this Lease to any Lender and/or to one or more purchasers or tenants (A) at a foreclosure sale by judicial or nonjudicial foreclosure and sale, (B) by a conveyance by Tenant in lieu of foreclosure, or (C) by any other assignment or conveyance, including by a Lender following foreclosure and sale, or as a result of any other legal proceeding, shall not require the consent of Landlord, and upon such foreclosure, sale, conveyance, assignment or other proceeding, Landlord shall recognize such Lender or other purchaser(s) or tenant(s) as the successor to Tenant under this Lease; provided, however, subject to Section 15(c)(vi), such Lender or purchaser or tenant shall assume the obligations of Tenant under this Lease and pay all Lease Payments in arrears hereunder.

(vi) Neither the bankruptcy nor insolvency of Tenant shall be grounds for terminating this Lease as long as Lease Payments are paid by a Lender in accordance with the terms of this Lease. If the Lease is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, or if this Lease is terminated for any reason other than an Event of Default which could have been (but was not) cured by a Lender hereunder, and if, within sixty (60) days after receiving written notice of such rejection or termination, any Lender shall so request, then so long

as such Lender has cured all Monetary Defaults and is making commercially reasonable efforts to cure all Non-Monetary Defaults as provided herein, Landlord shall execute and deliver to such Lender or its designee a new lease which shall (A) be on the same terms and conditions as this Lease (except for any requirements fulfilled prior to rejection or termination of this Lease), (B) be for a term equal to the remaining Term before giving effect to such rejection or termination, (C) contain a lease of the portion of the Premises in which such Lender had an interest on the date of such rejection or termination, (D) contain a grant to such Lender of the Transmission Easement and Access Easement set forth herein, over such portion(s) of the Premises designated by Lender, (E) require Lease Payments to Landlord in proportion to the portion of the Premises covered by such new lease; (F) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Landlord and (F) be executed within thirty (30) days after receipt by Landlord of written notice of Lender's election to enter into such new lease.

(vii) No Lender shall have any duty, obligation or liability under this Lease prior to the time of its entry into physical possession of the Premises or its commencement of performance of Tenant's obligations under this Lease or under a new lease entered into pursuant to Section 15(c)(vi). If a Lender elects to perform Tenant's obligations or to enter into a new lease pursuant to Section 15(c)(vi), then such Lender shall not have any personal liability to Landlord for the performance of such obligations and the sole recourse of Landlord shall be against Lender's interest in the Solar Facilities, Transmission Facilities and this Lease. If a Lender assigns its interest in this Lease or in a new lease to any person or entity, then provided that such assignee assumes the obligations of Tenant (or such Lender, as applicable) under this Lease, such Lender shall be released from further liability hereunder.

(viii) If two or more Lenders exercise their rights hereunder and there is a conflict which renders it impossible to comply with all such requests, then the Lender whose lien or security interest is senior in priority shall prevail. If any Lender pays any Lease Payments due hereunder which relate to periods other than during its actual ownership and/or possession of the Leasehold Estate, such Lender shall be subrogated to any and all rights which may be asserted against Landlord with respect to such period of time.

(ix) Upon the reasonable request of any Lender, Landlord and Tenant shall amend this Lease to include any provision reasonably requested by such Lender to implement the protective provisions contained in this Lease for the benefit of such Lender or to allow such Lender reasonable means to protect or preserve its lien or security interest upon the occurrence of an Event of Default; provided, however, that Landlord shall not be required to amend this Lease in any way which would affect the Term of this Lease or the Lease Payments or otherwise materially and adversely affect Landlord's rights under this Lease.

(x) There shall be no merger of the Lease, the Leasehold Estate or any other interests or rights created herein, with the fee estate in the Premises by reason of the fact that the Lease, Leasehold Estate and/or such other interests may be held, directly or indirectly, by or for the account of any person(s) who own such fee estate or an interest therein. No such merger shall occur unless and until all persons then having an interest in the fee estate and all persons (including any Lenders) then having an interest in, to or under the Lease and/or Leasehold Estate execute a written instrument effecting such merger and record same in the land evidence records of the municipality in which the Premises are located.

(d) Protection of Assignees.

(i) If Tenant or an Assignee holds an interest in less than all of the Lease, the Premises, the Solar Facilities or Transmission Facilities, Landlord acknowledges that Tenant's or such Assignee's obligations under this Lease are limited to only those provisions of this Lease, the Premises, the Solar Facilities and/or the Transmission Facilities retained by Tenant or assumed by such Assignee, as applicable. Notwithstanding the above, to prevent termination of this Lease or

any partial interest herein as a result of an uncured Event of Default, Tenant and/or any Assignee shall have the right, but not the obligation, at any time prior to the effective date of termination, to pay any or all Lease Payments due hereunder, and to do any other act or thing required of Tenant or any Assignee in default hereunder, so as to prevent such termination. Landlord agrees to simultaneously notify Tenant and all Assignees which remain obligated under this Lease of any Event of Default by Tenant or any Assignee under the terms of this Lease, and to accept cure by Tenant or any such Assignee hereunder.

[redacted]

[redacted]

16. Condemnation.

(a) Complete Taking. If, during the Term, any authority having the power of eminent domain condemns all or substantially all of the Premises or the Solar Facilities for any public use or otherwise, then this Lease shall automatically terminate upon the earliest of (i) the date of the condemnation judgment, (ii) the date that the condemning authority takes physical possession of the Premises or the Solar Facilities (or substantial portion thereof), or (iii) the date that Tenant is, in its sole judgment, no longer able or permitted to operate the Solar Facilities on the Premises in a commercially viable manner as a consequence of such taking. Tenant shall continue to pay all Lease Payments due hereunder until the earliest of such dates, at which time Landlord and Tenant shall be relieved of any and all further obligations and conditions to each other under this Lease (except those that expressly survive termination).

(b) Partial Taking. If, during the Term, any authority having the power of eminent domain condemns less than substantially all of the Premises or Solar Facilities, then the interests

and obligations of Tenant under this Lease as to such portion of the Solar Facilities or Premises so condemned shall cease and terminate upon the earliest of (i) the date of the condemnation judgment, (ii) the date that the condemning authority takes physical possession of what is being condemned, or (iii) the date that Tenant is, in its sole judgment, no longer able or permitted to operate the portion of the Solar Facilities which is being condemned in a commercially viable manner as a consequence of such taking, and, unless this Lease is terminated as hereinafter provided, this Lease shall continue in full force and effect as to the portion of the Solar Facilities and Premises not condemned and that can still be operated in a commercially reasonable manner. Upon such partial termination, the Lease Payments for the portion of the Premises not so taken shall be adjusted by the Tenant equitably, and Landlord and Tenant shall execute an amendment of Lease to reflect such adjustment. Tenant shall continue to pay such equitably adjusted Lease Payments for the remainder of the Term of this Lease. If the portion of the Solar Facilities or Tenant's interest in the Premises remaining following condemnation is or becomes insufficient or unsuitable for Tenant's purposes hereunder (as determined by Tenant), then Tenant may terminate this Lease by written notice to Landlord, at which time Landlord and Tenant shall be relieved of any further obligations and duties to each other under this Lease (except those that expressly survive termination) arising after the date of termination.

(c) Apportionment; Distribution of Award. In the event of any condemnation under this Section 16, all sums, including damages and interest, awarded shall be paid in the following order of priority:

(i) An amount equal to the aggregate of any and all costs or losses that Tenant may sustain in the taking, removal and/or relocation of the Solar Facilities shall be paid to Tenant; and

(ii) All remaining amounts of the condemnation award shall be paid to Landlord or Tenant consistent with their respective interests and Applicable Law.

17. Force Majeure. If performance of this Lease or any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party, upon giving written notice to the other Party, shall be excused from such performance to the extent and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance as soon as such causes are removed. "*Force Majeure*" means: fire, earthquake, flood, tornado or other acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of a Party.

18. Confidentiality. This Lease, the terms and conditions hereof (including, without limitation, the financial terms of this Lease); Tenant's site design and product design, methods of operation, methods of construction and power production of the Solar Facilities; any information provided to or obtained by Landlord in connection with any audit or review of Tenant's records authorized in this Lease; all studies, measurements, readings, data and any other information concerning or relating to the Solar Facilities and/or Project that Tenant provides to or that is otherwise obtained by Landlord, whether written or oral, tangible or intangible, constitutes Tenant's proprietary and confidential intellectual property ("*Confidential Information*"). Landlord shall not use such Confidential Information for its own benefit, publish or otherwise disclose it or permit its use by others, except as expressly permitted in this Section 18, or as otherwise expressly agreed by Tenant in writing. Without limiting the foregoing, Landlord's obligation of confidentiality and non-disclosure with respect to the Confidential Information shall not apply to any information which (i) is in the public domain or can be proven to have been known to

Landlord prior to disclosure by Tenant to Landlord; (ii) following disclosure, becomes generally known or available through no act or omission of Landlord; (iii) is independently developed by or on behalf of Landlord without any use of the Confidential Information; or (iv) is known, or becomes known, to Landlord from a source other than Tenant or its representatives, provided that disclosure by such source is not in breach of an obligation of confidentiality to Tenant. Further, notwithstanding anything herein to the contrary, Landlord may, *upon prior written notice to Tenant*, provide copies of this Lease (but not any other Confidential Information) and disclose the terms thereof to Landlord's immediate family members who also have an interest in the Premises and Landlord's attorneys, accountants, financial advisors, agents employees and any existing or prospective mortgagee, lessee, or purchaser (each a "*Related Person*"), as necessary to fulfill Landlord's obligations hereunder or under its agreements or obligations to such parties, so long as they likewise agree not to provide copies of the Lease or disclose the terms thereof to any unauthorized person or entity. Landlord agrees with Tenant that any disclosure of Confidential Information by any other party, including without limitation a Related Person of Landlord or of another landlord within the Project shall not relieve Landlord of Landlord's obligations under this Section 18. Tenant may require Landlord to have any person, including a Related Person, sign a reasonable non-disclosure agreement as a condition to Tenant's consent under this Section 18. The provisions of this Section 18 shall survive the expiration or earlier termination of this Lease.

19. Notices. All notices, requests, approvals, and other communications provided for or otherwise contemplated pursuant to this Lease must be in writing and shall be sent only by the following methods: personal delivery; United States Mail (first-class, certified, return-receipt requested, postage prepaid); or delivery by a national or regional overnight courier service which keeps records of deliveries (such as, by way of example but not limitation, Federal Express and United Parcel Service); or facsimile or electronic mail. For purposes of giving notice hereunder, the respective addresses of the Parties are, until changed as hereinafter provided, the following:

Landlord:

Barry and Angela
Chittenden
820 Frank May Road
Hampton, KY 42047

Tenant:

Ozone Renewables, LLC
1200 Boston Post Road Suite 210B
Guilford, CT 06437

Any Party may change its address at any time by giving written notice of such change to the other Party in the manner provided herein. All notices shall be deemed given (i) on the date of personal delivery or, (ii) if mailed by certified mail or registered mail or overnight courier, on the delivery date or attempted delivery date shown on the return-receipt, or (iii) if sent by facsimile, when the sender receives a confirmation on its telecopier that the telecopy has been received by the recipient's telecopier; provided, however, that if a telecopy notice is not sent on a business day or during ordinary business hours, such telecopy will be deemed received (assuming sender's receipt of the foregoing confirmation) on the next business day, and provided further that if either party is unable to complete a telecopy transmission despite repeated good faith attempts to the number set forth above, the telecopy shall be deemed received at the time of the attempted sending so long as notice is also sent that same day by overnight courier for next business day delivery, or (iv) by electronic mail so long as notice is also sent that same day via facsimile or via overnight courier for next business day delivery.

20. Memorandum of Lease; Recording of Interests. Neither Landlord nor Tenant shall record this Lease. Landlord and Tenant shall execute a memorandum of this Lease (the "*Memorandum*"), in the form attached hereto as Exhibit "E", and Tenant may record such Memorandum in the land evidence records of the municipality in which the Premises are located. Landlord consents to the recordation of the interest of any Lender or Assignee in the Leasehold Estate. With respect to the designation or re-designation of the Premises pursuant to Section 2, and/or any extension of the Term of this Lease pursuant to Section 3, Landlord and Tenant shall, within ten (10) days following Tenant's written request, execute an amendment of the Memorandum evidencing such extension or modification of this Lease, as applicable, in form and substance satisfactory to Tenant, and Tenant may thereafter record such amendment in the land evidence records of the municipality in which the Premises are located.

21. Miscellaneous.

(a) Quiet Enjoyment. As long as Tenant observes the terms and conditions of this Lease, it shall peaceably hold and enjoy the rights of Tenant hereunder and any and all other rights granted by this Lease for its entire term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under Landlord. No act or failure to act on the part of Tenant shall be deemed to constitute an abandonment or surrender of this Lease or any other right, easement or interest granted herein, except upon recordation by Tenant of a written instrument terminating this Lease and/or Tenant's rights or interests hereunder.

(b) Successors and Assigns. This Lease shall burden and run with title to the Premises. This Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective heirs, successors and assigns. Nothing set forth in this Lease shall be deemed to limit or abridge Landlord's right to sell, transfer or otherwise convey all or any portion of the Premises; provided that any such transfer shall be wholly subject to Tenant's rights pursuant to this Lease.

(c) Entire Agreement; Amendments. This Lease and the attached exhibits constitute the entire agreement between Landlord and Tenant respecting its subject matter, and replace and supersede any prior agreements. This Lease shall not be modified or amended except in a writing signed by both Parties or their lawful successors in interest.

(d) Legal Expenses. If either Party brings any action or proceeding against the other (including any cross-complaint, counterclaim or third party claim) to enforce or interpret this Lease, or otherwise arising out of this Lease, the prevailing Party in such action or proceeding shall be entitled to recover its costs and expenses of suit (including, without limitation, reasonable attorneys' fees, accountants' fees, consulting fees, court costs and other legal expenses), and such amounts shall be payable whether or not such action or proceeding is prosecuted to judgment. For purposes hereof, the term "*prevailing Party*" includes a Party who dismisses an action for recovery in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action.

(e) Partial Invalidity. If any provision of this Lease is determined, in a final and unappealable decision by a court of competent jurisdiction, to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the determination.

(f) Construction and Interpretation. The headings of the sections of this Lease are for convenience only and shall have no effect upon the construction or interpretation of any provision. Unless the context requires otherwise, references in this Lease to sections,

subsections or exhibits refer to the specified sections, subsections and exhibits of this Lease. The word "*including*" shall be construed in its inclusive sense, and not in limitation, whether or not language of non-limitation (such as "without limitation") is used with reference thereto. References to a "*month*" or "*months*" refer to whole or partial calendar months during the Term. All provisions of this Lease have been negotiated by Landlord and Tenant at arms' length. This Lease shall not be construed for or against either Party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective Parties as Landlord or Tenant hereunder.

(g) No Partnership. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture or any other association between Landlord and Tenant, other than the relationship of landlord and tenant.

(h) Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State in which the Premises are located.

(i) No Third-Party Beneficiary. Except as otherwise specified in this Lease, the terms and provisions of this Lease are intended solely for the benefit of each Party hereto and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

(j) Further Assurances. The Parties shall execute such other documents and shall take such actions as are reasonably necessary or required to effectuate the purposes of this Lease.

(k) Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original instrument, and all of which, when taken together, shall constitute this Lease. Facsimile transmission or electronic mail transmission of any signed original document and/or retransmission of any signed facsimile or electronic mail transmission shall be the same as delivery of an original. At the request of either Party, the Parties will confirm facsimile or electronic mail transmission by signing a duplicate original document.

(l) Disputes Following Termination. If this Lease is terminated by Landlord as permitted under Section 15(b) and the Parties cannot agree regarding Landlord's post-termination obligations, if any, such dispute shall be referred to arbitration before a sole arbitrator in Kentucky pursuant to the rules of the American Arbitration Association. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon.

(m) Exhibits. Exhibits attached to and made a part of this Lease are as follows:

Exhibit A	Legal Description of Premises
Exhibit B	Lease Payments
Exhibit C	Site Specific Provisions
Exhibit D	Form of Memorandum of Lease
Exhibit E	Form of Construction Notice
Exhibit F	Permitted Title Exceptions

[*Signatures appear on following page*]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the dates set forth below, to be effective as of the Effective Date.

LANDLORD:

Barry L. Chittenden

Name: Barry L. Chittenden
(a/k/a Barry Lucian Chittenden)

Date: 1-24-22

Angela J. Chittenden

Name: Angela J. Chittenden
(a/k/a Angela Jean Chittenden)

Date: 1-24-22

TENANT:

Ozone Renewables, LLC,
a Delaware limited liability company

Name: Daniel P. Boyd
Title: Authorized Signatory

Date: 1/31/2022

EXHIBIT A TO SOLAR ENERGY GROUND LEASE

LEGAL DESCRIPTION OF PREMISES

NOW, THEREFORE, for the consideration hereinabove set forth, the first party does hereby sell, grant and convey unto the second parties, jointly, with remainder in fee simple to the survivor, the following described property, lying and being in Livingston County, Kentucky, and more particularly described as follows:

FIRST TRACT: Beginning at a black gum; thence with Senour's line South 10 West 72 poles to a stone in the Spring branch, and corner to G. W. Faulkner, and with his line North 82 West 176 poles to a black oak in Rutter's line, and with it North 30 West 55 1/2 poles to a stone corner to Faulkner; thence North 75 1/2 East 53 poles to a stone also corner to Faulkner, and with his line South 85 1/2 East 124 poles to the beginning, containing 68 1/2 acres, more or less, and being near Good Hope Church.

SECOND TRACT: Beginning formerly at a black oak stump (now stone) corner to Baynes, (now J.H. Lawson) in James Rutter's line and running with said Baynes (or Lawson) line S 8 1/2 E 172 poles to a stake (now stone) corner to said Baynes (now Lawson) in Thomas Senour's line; thence with said line S 10 W 40-3/4 poles to a stone; thence N 82 W 143 poles to a stone in the Smithland and Carrsville road in James Rutter's line; thence with said line and road N 30 W 49-3/4 poles to the beginning, containing 40 acres, more or less and being on or near the waters of Buck Creek.

This being the same property conveyed to Frank May and wife, Lois May, in survivorship, by Robert E. Lawson et ux, by deed dated March 14, 1969 and recorded in Deed Book 105, page 507, Livingston County Court Clerk's Office.

Frank May is since deceased.

Parcel ID: 038-00-00-001.02 [redacted]

The following described property lying and being in Livingston County, Kentucky, and more particularly described as follows:

BEGINNING at a stone near G. W. Faulkner's yard gate; thence S 49 W 163-3/4 poles to a stone near the spring, corner to Washington Academy Land; thence N 48 W 127 poles to a stone, a small hickory as pointer, corner to Pete Styers; thence with said Styers line N 35 E 148-1/3 poles to a black gum, corner to W. A. Faulkner and Pete Styers; thence N 84 E 84-1/3 poles to a stone on the east side of the public road; thence S 25 E 121 1/2 poles to the beginning, containing 174 acres, more or less, less 2 1/2 acres and 11 poles on the east side of Carrsville and Hampton Road, leaving about 170 acres, more or less, in the above described tract.

Parcel ID: 038-00-00-004.00: [redacted]

Said tracts containing 283 acres, more or less, and bounded and described as follows:

On the North by the lands of N.C. Barnes and Charles Barton
On the East by the lands of Bob May
On the South by the lands of Tuck Lawson
On the West by the lands of Uel Sledd and Elzie Thompson, and described by metes and bounds as follows:

TRACT I: A tract of land being and lying in Livingston County, Kentucky, on the waters of Sugar Creek Fork of Bayou Creek, bounded thus: Beginning at a black gum corner to W.H. Rutter, running N 76 1/2 E 84 1/4 poles to a stone at the Carrsville road in Geo. Faulkner's line; thence N 30 W 94 poles to a stone corner to Church Lot; thence S 50 W 18 poles to a stone also corner to Church Lot; thence N 30 W 29 1/4 poles to a stake in Faulkner's line; thence S 45 W 64 1/2 poles to a stone corner to said W.H. Rutter and with his line S 50 E 80 poles to the beginning, containing 50 1/4 acres by survey and being the same land deeded by J.T. Faulkner to Alice Faulkner by deed dated April 11, 1923, and recorded in Deed Book 53, page 300, records of the Livingston County Court Clerk's office.

TRACT II: Five tracts of land on the waters of Sugar Camp Fork of Bayou Creed and bounded as follows:

FIRST TRACT: BEGINNING at a hickory, running S 60 W 29 1/2 poles to a dead black oak and hickory; thence N 30 W 54 poles to three small black oaks; thence S 80 E 49 1/2

Parcel ID: 038-00-00-018.00: [redacted]

In the event of inaccuracies in the foregoing legal description, Landlord and Tenant shall amend this Exhibit A and associated memorandums on record to correct such inaccuracies.

EXHIBIT A-1 TO SOLAR ENERGY GROUND LEASE

DEPICTION OF PREMISES

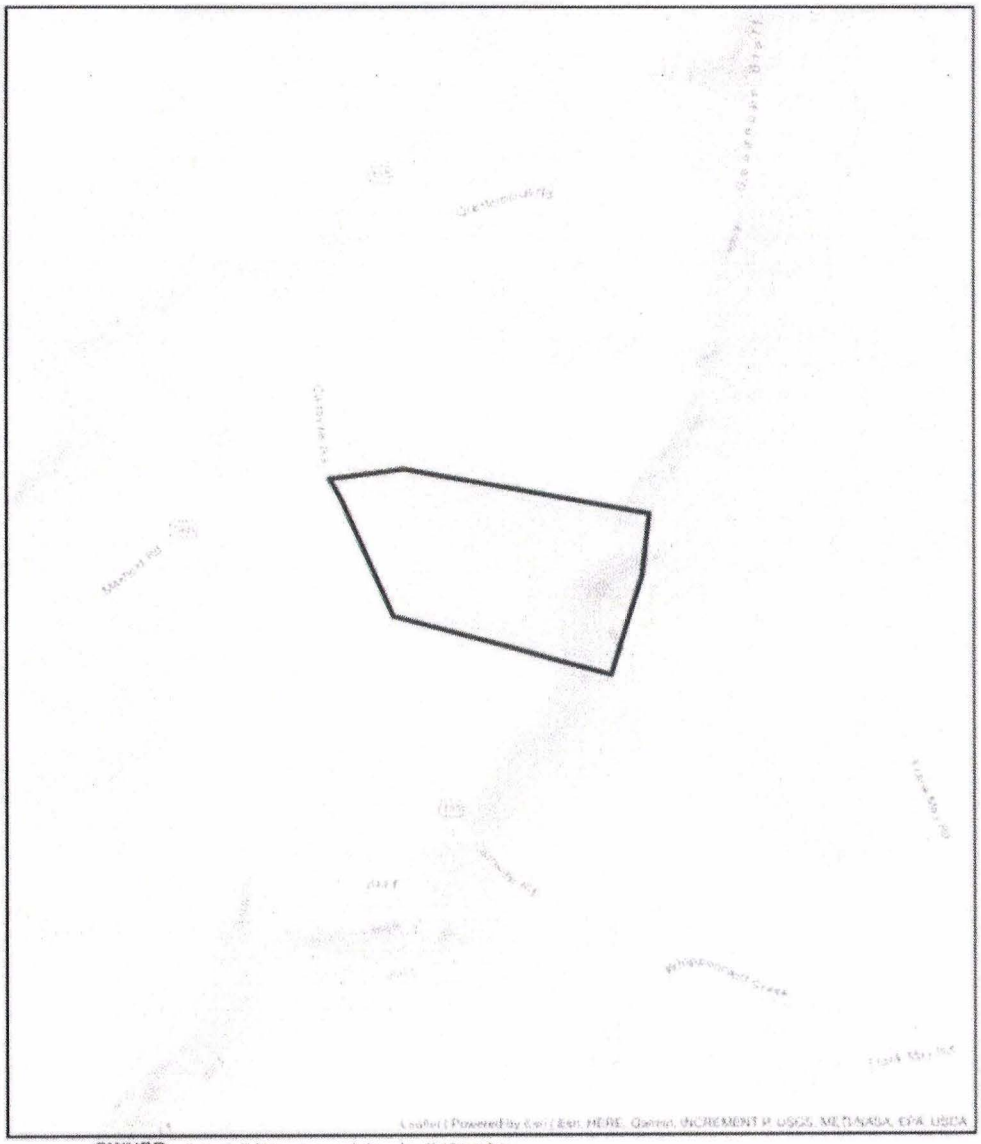
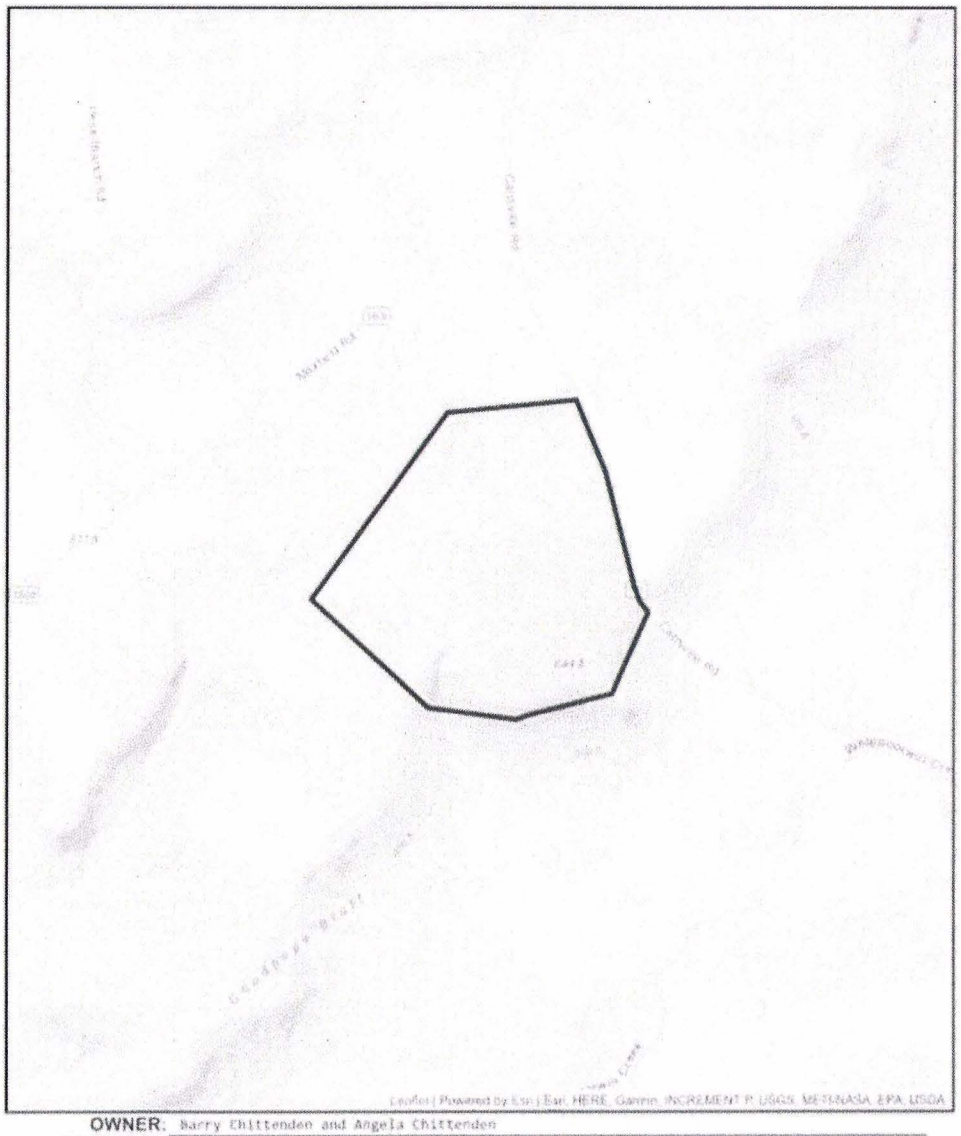


EXHIBIT A-1 TO SOLAR ENERGY GROUND LEASE

DEPICTION OF PREMISES



OWNER: Barry Chittenden and Angela Chittenden
PARCEL ID: 038-00-00-004.00 PCL ACRES: 170.000000
STATE, COUNTY: KY, LIVINGSTON MUNICIPALITY: SALEM
PCL SITUS: CARRSVILLE RD

EXHIBIT A-1 TO SOLAR ENERGY GROUND LEASE

DEPICTION OF PREMISES

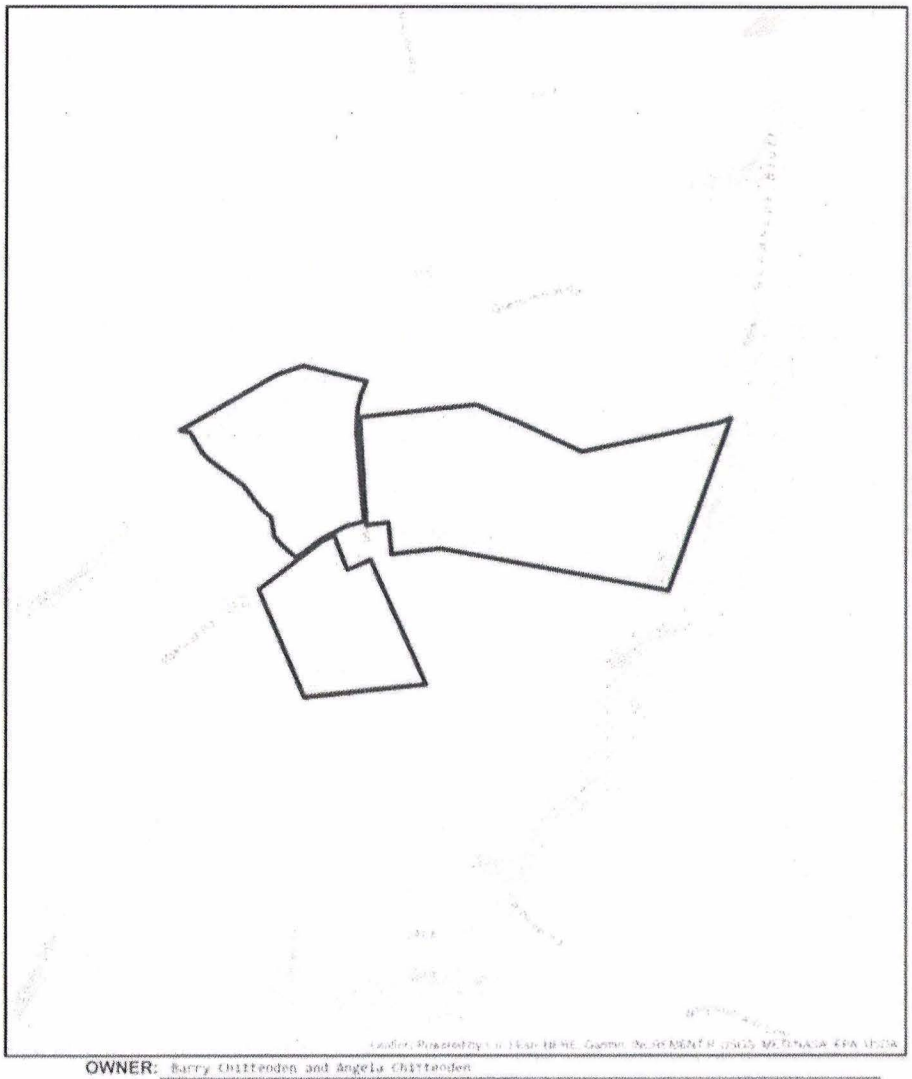


EXHIBIT B TO SOLAR ENERGY GROUND LEASE

LEASE PAYMENTS

Tenant shall pay to Landlord the amounts set forth in this **Exhibit "B"** (collectively, the "***Lease Payments***"), as rent and consideration for the Lease. All Lease Payments shall be made when and if due hereunder. Capitalized terms used in this **Exhibit "B"** and not otherwise defined shall have the meanings set forth in the Lease.

1. **Development Term Rent**. During the Development Term, as may be extended, Tenant shall pay to Landlord, on an annual basis according to the following schedule:

Development Term	**Annual Payment**
Years [redacted]	[redacted]

2. **Construction Term Rent**. Within [redacted] of Tenant's commencement of Construction Activities on the Premises, Tenant will pay to Landlord a [redacted] of the Project Site as delineated in the Construction Notice. Tenant shall pay [redacted] of the Project Site as delineated in the Construction Notice for each month the Construction Term exceeds [redacted].

3. **Operations Term Rent**. During the Operations Term, Tenant shall pay to Landlord, on an annual basis, an amount equal to [redacted] of the Project Site as delineated in the Construction Notice (the "***Annual Lease Rate***"). However, the Annual Lease Rent shall be no less than [redacted] All installments of the Operations Term Rent will be due within thirty (30) days after the end of each calendar year during the Operations Term and will be prorated for any partial calendar year. The Annual Lease Rate shall escalate at [redacted], beginning in [redacted] of the Operations Term and continue through the duration of the Lease. There shall be [redacted] extensions contemplated in this agreement which shall be at the election of the Tenant, subject to mutual consent of the Landlord which shall not be withheld, conditioned or delayed.

EXHIBIT C

SITE SPECIFIC PROVISIONS

PROPERTY TAX CONSIDERATION: Notwithstanding the foregoing in Section 9(b), and for the avoidance of doubt, Tenant shall be responsible, upon commencement of the Operations Term, for paying the increase in real property tax on the Property attributable to the Solar Facilities. For example, if the property tax was $3,500 prior to the Construction Term, and property tax increases to $15,000 at year 2 of the Operations Term, then Tenant shall be responsible payment of $11,500 on the first tax bill with such increase reflected.

ADJACENT LAND CONSIDERATION: Landlord is the owner of additional lands adjacent to the Premises (the ***"Additional Lands"***). Tenant, in its sole discretion, may at any time during the term of this Lease, determine a portion of the Additional Lands are commercially required to facilitate a solar project at this location. Within fifteen (15) business days of Tenant's written request, Landlord shall cooperate with Tenant to amend this Lease to include a portion of the Additional Lands, the size and location of which to be determined by Tenant, as part of the Premises. Tenant agrees to consult Landlord regarding the location of the Additional Lands prior to requesting an ammendment to the Lease and will implement any feedback provided by Landlord to the extent it is commercially reasonable to do so.

PURCHASE OPTION FOR SUBSTATION.

The Parties acknowledge the Transmission Owner will potentially require a purchase of a portion [redacted] of the underlying land subject to this Lease to accommodate the construction and operation of a substation associated with the Solar Facilities. In the event Tenant, in its sole discretion, ascertains that such a purchase is a commercial requirement, then the below section shall be considered a provision of this Lease:

Tenant shall have the option to purchase fee title on no more than [redacted] to be occupied by substation facilities and associated access road(s) (the "**Substation Tract**"). If Tenant determines that subdivision is necessary to achieve the purposes of the Substation Tract, Tenant shall, at Tenant's sole cost and expense, pursue such subdivision and Landlord shall cooperate fully therewith upon Tenant's request. Upon its exercise of Tenant's rights under this paragraph by written notice to Landlord, and the delivery to Landlord of a deed in a form mutually acceptable to the parties (approval as to which shall not be unreasonably withheld), Tenant shall make a one-time payment to Landlord payable no later than thirty (30) days after the Operations Date, equal to two times (2x) the fair market value of the Substation Tract. If Landlord and Tenant are unable to agree on such fair market value, the fair market value shall be determined by written appraisal performed by an independent appraiser mutually acceptable to Landlord and Tenant. Landlord shall fully cooperate with Tenant to effectuate the terms of this provision including executing an option or memorandum of option which Tenant deems reasonably necessary. Furthermore, in the event that subdivision of the Property is required to transfer the Substation Tract to Tenant, Landlord shall fully cooperate with Tenant in obtaining the requisite governmental approvals

to complete such subdivision. In the event, that Tenant constructs Substation Facilities on the Property without purchasing fee title to the portion of the Property occupied by such facilities, such facilities shall be located within the Leased Premises and included in the calculation of the Annual Lease Rate.

EXHIBIT D TO SOLAR ENERGY GROUND LEASE

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

OZONE RENEWABLES, LLC
1200 Boston Post Road
Suite 210B
Guilford, CT 06437

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of October 2021, by and between Barry L. and Angela J. Chittenden ("*Landlord*") and Ozone Renewables, LLC, a Delaware limited liability company ("*Tenant*") 1200 Boston Post Road Suite 210B Guilford, CT 06437

1. Lease. For the term and upon the provisions set forth in that Solar Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the County of Livingston, State of Kentucky, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. Easements. The Lease also includes Access, Operations and Transmission Easements.

3. Setbacks.

(i) Transmission Facilities (overhead lines and poles and buried lines), SGDs: 100 feet;

(ii) Substations and Operations and Maintenance Buildings: 100 feet; and

(iii) Roads and project fencing: 50 feet.

(iv) Reserved.

4. Term. The Development Term of the Lease is [redacted], commencing on the Effective Date of the Lease. After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of [redacted], which Tenant has the additional option to further extend for [redacted]

5. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. Successors and Assigns. Landlord and Tenant intend that the covenants, conditions, and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

_____
Name: Barry L. Chittenden
(a/k/a Barry Lucian Chittenden)

_____
Name: Angela J. Chittenden
(a/k/a Angela Jean Chittenden)

TENANT:

Ozone Renewables, LLC,
a Delaware limited liability company

_____
Name: Daniel P. Boyd
Title: Authorized Signatory

ACKNOWLEDGMENT
STATE OF)
) ss:
COUNTY OF)

On the _____ day of in the year 2021, before me, the undersigned, personally appeared Barry L. Chittenden, a/k/a Barry Lucian Chittenden, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature:
Printed Name:
Notary Public, State of
My commission expires:
My commission number:

ACKNOWLEDGMENT
STATE OF)
) ss:
COUNTY OF)

On the _____ day of in the year 2021, before me, the undersigned, personally appeared Angela J. Chittenden, a/k/a Angela Jean Chittenden, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature:
Printed Name:
Notary Public, State of
My commission expires:
My commission number:

ACKNOWLEDGMENT

STATE OF CONNECTICUT)
) ss:
COUNTY OF NEW HAVEN)

On the _____ day of in the year 2021, before me, the undersigned, personally appeared Daniel Boyd personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature:
Printed Name:
Notary Public, State of
My commission expires:
My commission number:

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

EXHIBIT E

FORM OF CONSTRUCTION NOTICE

[Date]

[Owner]
[Address]

Re: Solar Energy Ground Lease dated_____between_____, as Landlord and_____, as Tenant (as amended or supplemented from time to time, the "Lease")

Ladies and Gentlemen:

THIS LETTER IS THE CONSTRUCTION NOTICE DESCRIBED IN THE LEASE. Any capitalized term that is not defined in this Construction Notice has the definition set out in the Lease.

We are pleased to inform you that your Premises, or the portion thereof indicated on Exhibit A attached hereto, have been selected as part of the Project Site.

Please review the following details regarding certain Lease terms relevant to this Construction Notice:

Description of Project Site:	See attached [map] [and] [legal description].
Total Acreage of Project Site:	[acres]
Total Acreage of Premises:	[acres]
Construction Area on the Premises	See attached [map] [and] [legal description] identifying, e.g. Site Compound Areas. [This heading may be removed if no construction area will be located on the Premises].

[We are also enclosing an amendment to the Lease amending the legal description of the Premises as provided in the Lease.]

We look forward to working with you in the coming years.

Very truly yours,

[Tenant]

EXHIBIT F

PERMITTED TITLE EXCEPTIONS

Title Encumbrances: Please indicate whether any of the following affect the Premises.

Oil and Gas Lease(s): Yes____ No✓ *If yes, identify lessee(s):*_____.

Pipeline Easement(s): Yes____ No✓ *If yes, identify easement holder(s)*_____.

Electric Line Easement(s): Yes✓ No____ *If yes, identify easement holder(s)* Big Rivers

Private or Public Access Easement(s): Yes____ No ✓

Hunting Lease(s): Yes____ No✓ *If yes, please provide a copy of the lease and all amendments.*

Grazing Lease(s): Yes____ No✓ *If yes, please provide a copy of the lease and all amendments.*

CRP Acreage: Is any portion of the Premises under contract with or included in the Conservation Reserve Program (CRP)? Yes____ No ✓
If yes, please provide a copy of the contract and all amendments.

Other encumbrances or third party rights not reflected in County real property records:
Yes__ No✓ *If yes, please list below.*

Have you contracted for any work for which you have not paid or received any notices of mechanics' lien filing or intent to file mechanics' or materialmans' lien? *If so, please describe the work, the contract price, and the circumstances of non-payment (e.g. dispute, payment not yet due, etc.)*