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SOLAR ROOFTOP LEASE

(600 Meadowlands Parkway Secaucus New Jersey)

This SOLAR ROOFTOP LEASE (this "**Lease**") is entered into and is effective as of September 7, 2019 (the "**Effective Date**") by and between BRE ALPHA INDUSTRIAL NJ PROPERTY OWNER LLC, a Delaware limited liability company, with an address c/o Link Industrial Properties, 3100 Bristol Street, Suite 220, Costa Mesa, CA 92626 ("**Landlord**"), and SRE SOLAR ORIGINATION 2, LLC, a Delaware limited liability company, with an address of 1515 Wilson Blvd., Arlington, VA 22209 ("**Tenant**").

R E C I T A L S

WHEREAS, Tenant desires to lease certain area of the rooftop of the Building ("**Rooftop**") to construct, install, operate, repair, replace, remove and maintain the "Solar Facilities," primarily located on the Rooftop, of that certain building (the "**Building**") located on property with an address commonly known as 600 Meadowlands Parkway, Secaucus NJ 07094 as more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Property**") under the conditions described herein. Landlord is the owner of the Property and the Building.

WHEREAS, Landlord shall deliver the Leased Premises to Tenant, which is anticipated to be not later than April 1, 2020 (the "**Delivery Date**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows.

1. Lease of Leased Premises.

1.1. Defined Terms. Defined terms shall have the meanings set forth herein, whether or not such terms are used before or after the definitions are set forth.

1.2. Leased Premises. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that portion of the rooftop of the Building as set forth in **Schedule "A"** attached hereto (hereinafter referred to as the "**Leased Premises**").

1.3. Common Areas. Subject to Section 4.3, the "Tenant Parties" shall be entitled to the non-exclusive use of the "Common Areas" during the Term solely to the extent such use is necessary for Tenant's construction, removal, maintenance and operation of the Solar Facilities, in common with Landlord and with other persons authorized by Landlord from time to time to use the Common Areas. "**Common Areas**" shall mean all parking areas (as may be expressly limited herein), pedestrian walkways, driveways and access roads, entrances and exits, and landscaped areas.

1.4. Delivery and Acceptance and Use of Leased Premises. Subject to Tenant's right to inspect the Leased Premises during the Development Term, in accordance with the terms

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of this Lease, Tenant shall accept the Leased Premises and the Property clean and free of debris, but otherwise in its condition as of the Delivery Date. Landlord has made no representation or warranty as to the suitability of the Leased Premises for the conduct of Tenant's use as provided herein, and Tenant waives any implied warranty that the Leased Premises are suitable for Tenant's intended purposes. The taking of possession of the Leased Premises shall be conclusive evidence that Tenant accepts the Leased Premises and that the Leased Premises were in good condition at the time possession was taken. Notwithstanding the foregoing, however, Landlord shall reasonably cooperate with Tenant to allow Tenant the right to consult with any roof manufacturers that have provided Landlord with an active roof warranty. Tenant shall have a period of sixty (60) days following the Delivery Date within which period (the "**Inspection Period**") Tenant may inspect the existing Rooftop. Notwithstanding the foregoing or anything to the contrary contained herein, Tenant shall have the ongoing right to inspect the Leased Premises, the Property and the Rooftop during the Development Term. Notwithstanding anything to the contrary contained in this Lease, in no event shall the Delivery Date occur later than June 1, 2020 (the "**Outside Delivery Date**"). In the event that the Delivery Date does not occur prior to the Outside Delivery Date, as such date may be extended by a force majeure event pursuant to Section 17.14, below, Tenant shall have the right to terminate this Lease, in its sole and absolute discretion, upon prior written notice to Landlord.

TENANT ACKNOWLEDGES AND AGREES THAT, FOLLOWING THE DELIVERY DATE AND DURING THE DEVELOPMENT TERM, IT HAS HAD OR WILL HAVE AN OPPORTUNITY TO INSPECT THE PROPERTY AND THE LEASED PREMISES AND THAT NOTWITHSTANDING ANY LATENT OR HIDDEN DEFECTS IT IS TAKING THE PROPERTY AND THE LEASED PREMISES "AS IS". SUBJECT TO LANDLORD'S EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS EXPRESSLY SET FOR IN THIS LEASE, (I) LANDLORD EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS AS TO THE CONDITION OF THE PROPERTY, THE BUILDING, THE ROOFTOP, OR LEASED PREMISES (INCLUDING WITHOUT LIMITATION THAT THE LEASED PREMISES ARE SUITABLE FOR THE PERMITTED USE HEREUNDER OR FOR THE INSTALLATION OF THE SOLAR FACILITIES OR AS TO THE CONDITION OF ANY ELECTRICAL OR TELEPHONE SERVICES SERVING THE PROPERTY OR THE BUILDING), AND (II) TENANT ACKNOWLEDGES AND AGREES THAT, LANDLORD HAS MADE NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OF THE LEASED PREMISES OR PROPERTY AND THAT TENANT IS SOLELY RELYING UPON ITS OWN INSPECTION OF THE PROPERTY AND LEASED PREMISES IN ENTERING INTO THIS LEASE.

During the Term, Tenant, at its sole expense, shall comply with all federal, state and local laws, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Leased Premises and the Solar Facilities including, without limitation, municipal by-laws, land use and zoning laws, occupational health and safety laws and Environmental Requirements (collectively, "**Legal Requirements**"). Furthermore, Tenant shall, at its expense, make any alterations or modifications to the Leased Premises necessary in order to comply with the Legal Requirements that are directly related to the

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Permitted Use by Tenant of the Leased Premises. Landlord shall comply with all Legal Requirements relating to the Building and the Common Areas, provided that compliance with such Legal Requirements is not the responsibility of Tenant under this Lease, and provided further that if Landlord's failure to comply therewith would prohibit Tenant from constructing, operating or maintaining the Solar Facility, or would unreasonably and materially affect the safety of Tenant's agents or contractors or create a reasonable health hazard or risk for Tenant's agents or contractors, Tenant shall, as soon as reasonably practicable following receipt of actual knowledge thereof, notify Landlord of such condition and identify the specific failure to comply with Legal Requirements and thereafter Landlord shall cause the Property, the Building and the Common Areas, as applicable, to comply with such Legal Requirements.

1.5. Solar Facilities. Except as expressly set forth herein, Tenant shall directly pay for, or cause to be paid, all costs in connection with the construction, installation, operation, maintenance, repair, replacement, and removal of the Solar Facilities, which may include integrated energy storage services. The "**Solar Facilities**" or "**Solar Facility**" shall, among other things, also consist of all photovoltaic solar panels, mounting systems, inverters, transformers, integrators, all electrical lines and conduits required to collect and transmit electrical energy to the location at which the Solar Facility interconnects with the local electric distribution system and such additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment and other necessary and convenient equipment and appurtenances common to such a facility, including but not limited to those items listed below in Sections 1.5.1 through 1.5.4 and in accordance with the technical specifications of such Solar Facilities together with a diagram of the same is set forth on **Schedule "A-1"** attached hereto:

1.5.1. A weather station, solar modules, racking, parking canopy structure, integrated energy storage services and similar equipment and fixtures, where applicable, and other items necessary to secure the Solar Facilities to the Rooftop, together with all conduits, combiner boxes, wiring and other related connections to connect the Solar Facilities to each other and the "**Equipment**" (which means those items described below in Sections 1.5.2 through 1.5.4);

1.5.2. Inverters and step-up transformers and similar equipment necessary to convert the electricity produced from the Solar Facilities from direct current (DC) to alternating current (AC), and transform the voltage of such alternating current to the voltage required to feed the local electricity grid;

1.5.3. All associated equipment necessary to transfer the electricity generated by the Solar Facilities to the local electricity grid, and/or, if contemplated hereunder, to any tenants occupying the Building including but not limited to all cables, conduits and related transmission lines; and

1.5.4. A data acquisition system, a telecommunications system, an antenna and network connections necessary to transfer data from the Solar Facilities to the applicable equipment, and related lines to provide a supply of electricity to the data acquisition system and the telecommunications system, as more particularly set forth on **Schedule "A-1**" attached hereto.

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1.5.5. Subject to the terms and conditions of this Lease, Landlord shall have the right to use the roof of the Building and the parking lot within the areas reserved to Landlord as specified in Schedule A (**"Reserve Areas"**) in Landlord's sole discretion including, without limitation, for heating, ventilation and air conditioning ("**HVAC**") units, antennas and other communication equipment, water collection facilities and/or such other equipment as Landlord shall deem reasonably necessary or appropriate. Subject to the terms and conditions of this Lease, Landlord shall have the right to install, repair and maintain HVAC Units existing on the roof of the Building outside of the Reserve Areas as of the Effective Date provided that: (a) if Landlord desires to install a new HVAC Unit where no HVAC Unit existed as of the Effective Date; or (b) Landlord desires to replace an existing HVAC Unit with a materially larger unit; and (c) in the event it is determined by Tenant that these changes will materially impact the Tenant's operation of the Solar Facilities; then Landlord shall provide Tenant with plans and specifications for the new or larger HVAC Unit and allow Tenant the opportunity to review and comment on such plans and specifications. Further, Landlord shall use commercially reasonable efforts to address any reasonable concerns raised by Tenant regarding the potential effect of the new or larger HVAC Unit on the Solar Facilities. Notwithstanding anything to the contrary contained herein, to the extent that Landlord makes changes to the HVAC or exercises any rights pursuant to this Section 1.5.5 that impact the operation of or production from the Solar Facilities, Tenant shall be entitled to Lost Energy Revenue for the diminution in production.

1.6. Unlisted Equipment; Access. Following the completion of Tenant's Work, Tenant's subsequent installation of any particular item of equipment or related connection not specifically set forth in Sections 1.4.1 through 1.4.4 above and **Schedule "A-1"** shall be subject to Landlord's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed.

1.7. Licenses.

1.7.1. Cable License. Subject to the terms and conditions of this Lease, Landlord hereby grants Tenant a non-exclusive license to use throughout the Term, and Tenant hereby accepts from Landlord, a license to use: the area depicted on **Schedule "A-3"** attached to this Lease (the **"Cable License"**); which areas shall be referred to herein as the "**Cable License Area**," for the purposes of installing, operating, maintaining, repairing, removing and replacing cables, conduits, network connections, data acquisition and telecommunications lines and related transmission lines, all of which shall be used in connection with the construction, maintenance and operation of the Solar Facilities. Tenant shall exercise reasonable care and reasonable consideration in entering upon the Cable License Area so as to not unreasonably interfere with the use and enjoyment of the Property by Landlord and Landlord's tenants or occupants, and Tenant shall promptly repair any damage to the Cable License Area actually caused by Tenant's entry or as a direct result of such activities by Tenant. The Cable License granted herein shall bind Landlord and its successors under this Lease; provided, however, that the term of the Cable License shall be concurrent with the Term of this Lease and the Cable License shall expire or terminate automatically upon the expiration or termination of this Lease (subject to extension during the Removal Period). The Cable License shall be irrevocable for as long as this Lease is in effect, except following an Event of Default by Tenant hereunder beyond all applicable notice and cure

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periods to the extent that Landlord elects to terminate this Lease pursuant to Section 9.1, below. Furthermore, Landlord shall keep the Cable License Area free of obstruction and shall not construct or place in or on the Cable License Area any landscaping, trees, bushes, buildings or other structures of any kind ("**Improvements"**) in a manner which may interfere with or damage the cables, conduits and related transmission lines lying within the Cable License Area and/or interfere with Tenant's access to or use of such lines.

1.7.2. Ground License Area. Subject to the terms and conditions of this Lease, Landlord hereby further grants Tenant an exclusive license to use, and Tenant hereby accepts from Landlord, a license to use an area of the land serving the Building throughout the Term (the "**Ground License Area**"), which Ground License Area is set forth with greater particularity on **Schedule "A-2"** attached hereto (the "**Ground License**") for the purposes of installing, operating, maintaining, repairing, removing and replacing (a) Tenant's data acquisition system and telecommunications system; and (b) the Equipment; all of which shall be used in connection with the operation of the Solar Facilities as may be necessary for the permanent ground mounted equipment (including inverters, transformers, meters, electrical panels, monitoring equipment conduit and related equipment) necessary to interconnect and disconnect the Solar Facility to the location at which the Solar Facility interconnects with the local electric distribution system. Tenant shall exercise reasonable care and reasonable consideration in entering upon the Ground License Area so as to not unreasonably interfere with the use and enjoyment of the Property by Landlord and Landlord's tenants or occupants, and Tenant shall promptly repair any damage to the Ground License Area caused by Tenant's entry or as a result of such activities by Tenant. The Ground License granted herein shall bind Landlord and its successors under this Lease; provided, however, that the term of the Ground License shall be concurrent with the Term of this Lease and the Ground License shall expire or terminate automatically upon the expiration or termination of this Lease. The Ground License shall be irrevocable for as long as this Lease is in effect (subject to extension during the Removal Period), except following an Event of Default by Tenant hereunder beyond all applicable notice and cure periods to the extent that Landlord elects to terminate this Lease pursuant to Section 9.1, below. Furthermore, Landlord shall keep the Ground License Area free of obstruction and shall not construct or place in or on the Ground License Area any Improvements in a manner which may interfere with or damage the Equipment located within the Ground License Area and/or interfere with Tenant's access to or use of such Equipment or the Ground License Area.

1.7.3. Construction License Area. Landlord hereby further grants to Tenant, and Tenant hereby accepts from Landlord, a non-exclusive license to use an area of the Property serving the Building (the "**Construction License Area**"), which the Construction License Area is set forth with greater particularity on **Schedule "A-4"** attached hereto (the "**Construction License**") for use as a laydown and construction staging area and for temporary storage commencing on the Effective Date and expiring on the date which the Tenant's Work is complete (the **"Construction Period"**). Subject to Legal Requirements, Tenant shall have access to the Construction License Area 24 hours per day, 7 days per week during the Construction Period only. Tenant agrees to reasonably cooperate with Landlord to minimize any unreasonable interference with the operations of the Building or use of the Building by Landlord's tenants or occupants during the Construction Period. Notwithstanding anything to the contrary set forth

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elsewhere in this Lease, except for damage due to Landlord's gross negligence or willful misconduct, Landlord shall have no liability whatsoever in connection with property or equipment located in the Construction License Area and Tenant shall indemnify Landlord for any and all claims arising from the presence and maintenance of such property or equipment in the Construction License Area unless such claim is the result of the negligence or willful misconduct of Landlord. If Tenant requires use of the Construction License Area under this Lease after the Construction Period for which Tenant determines, in Tenant's reasonable judgment, that a staging area is necessary in order to perform such action, Landlord shall use commercially reasonable efforts to provide a reasonably adequate staging area available to Tenant upon receipt of Tenant's written request therefor; provided Landlord shall in no event be in default in the event Landlord is not able to provide such staging area to accommodate Tenant's requirements. Upon the expiration of the Construction Period, Tenant, at Tenant's sole cost and expense, shall, within ten (10) business days, surrender the Construction License Area to Landlord in the same condition as the date Tenant first occupied the Construction License Area. Notwithstanding the foregoing, the Construction License shall be automatically reinstated during any Removal Period.

1.7.4. Ladder License. Subject to Legal Requirements (including governmental permits, if necessary), Landlord hereby grants to Tenant, and Tenant hereby accepts from Landlord, an exclusive license to install, repair, maintain, access and use an exterior ladder to the Rooftop (which ladder shall be installed and maintained by Tenant at its sole cost and expense including any applicable governmental approvals or permits) at the location set forth in **Schedule "A-5"** (the "**Ladder License**") and shall terminate automatically on the earlier of the: (i) expiration of this Lease or (ii) earlier termination of this Lease; provided, however that notwithstanding the foregoing, Tenant shall be entitled to maintain the Ladder License throughout the Removal Period. Tenant shall be responsible for restricting access to any ladder Tenant may install pursuant to this Section.

1.8. Ownership. Landlord and Tenant agree that: (i) Landlord is the legal owner of the Property and the Building (including, but not limited to, the Rooftop, Ground License Area, Cable License Area, and Construction License Area) and (ii) Tenant is the legal owner of the Solar Facilities and that, to the maximum extent permitted by Legal Requirements, the Solar Facilities are and shall remain the personal property of Tenant and that no part of it shall become or be deemed a fixture, notwithstanding the manner in which the Solar Facilities are or may be attached to the Building, the Property, the Rooftop, the Ground License Area, Cable License Area and the Construction License Area or any part of the aforementioned. The Ground License, Construction License and the Ladder License shall collectively be referred to herein as the "**Licenses**".

2. Term of Lease

2.1. Term. The "**Term**" of the Lease shall consist of the Development Term and the Operating Term. The "**Development Term**" shall mean that period of time commencing on the Effective Date hereof and terminating on the earlier of (a) the first (1st) day of the Operating Term, or (b) the six (6) month anniversary of the Delivery Date; provided, however, that Tenant shall have the right to extend the Development Term for up to an additional six (6) month period by delivering written notice to Landlord on or before the six (6) month anniversary of the Delivery

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Date. The "**Operating Term**" means that period of time commencing on the earlier of (a) the expiration of the Development Term, or (b) the Commercial Operation Date and terminating on the twenty-five (25th) anniversary thereof. As used herein, "**Commercial Operation Date**" means the date on which Tenant notifies Landlord in writing that (i) Tenant has obtained all necessary licenses, permits and approvals in compliance with all Legal Requirements for the installation and operation of the Solar Facilities, (ii) the Solar Facilities have been installed in accordance with all Legal Requirements and are connected to the distribution system for the local utility and/or to tenants within the Building, (iii) the Solar Facilities are ready and able to generate and supply electricity to the distribution system for the local utility and/or to tenants within the Building on a continuous basis (if applicable), (iv) all related facilities and rights, if any, have been completed or obtained to allow regular operation of the Solar Facilities, (v) if applicable and to the extent required, the local utility has approved interconnection with the distribution system to allow regular operation of the Solar Facilities, and (vi) the successful testing of the Solar Facilities has occurred.

2.2. Termination During the Development Term. Until the end of the Development Term, Tenant may terminate this Lease, in its sole and absolute discretion, after giving not less than thirty (30) days' notice to Landlord, if:

(a) Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Solar Facilities on the Leased Premises;

(b) Tenant determines, during the Inspection Period, that the Rooftop is not satisfactory for the Solar Facilities and such notice is given on or before the date that is forty-five (45) days prior to the end of the Inspection Period;

(c) Tenant determines that any condition exists in or about the Property or any technical problems exist, which problems cannot reasonably be corrected, and which preclude Tenant from using the Leased Premises for the Permitted Use;

(d) Tenant determines that Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Premises;

(e) Utilities necessary for Tenant's use of the Leased Premises are not available to the Leased Premises; or

(f) The Leased Premises are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Leased Premises or such damage exceeds all insurance reimbursements related thereto; or

(g) Tenant has not received authority to interconnect from the utility.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder. Any Rent paid prior to said termination date to Landlord shall be retained by Landlord (if any).

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2.4 Landlord Termination Right. If the system size of the Solar Facilities (the "System Size"), as approved by the utility would result in annual Rent of less than $21,035.00 per annum during the Term (as calculated as set forth on Exhibit B), then Landlord shall have the option, exercisable within thirty (30) days of the determination of System Size, to terminate the Lease. In the event of termination by Landlord pursuant to this provision, Landlord shall be relieved of any further liability hereunder.

3. Payments due by Tenant

3.1. Rent. In consideration for the grant of the Lease and Licenses, Tenant shall pay to Landlord as the only basic rent payable hereunder the amount per month during the Operating Term calculated as set forth on **Exhibit B** hereto (the "**Rent**"), which amount shall be payable commencing on the date that is ten (10) business days after the commencement of the Operating Term (the "**Rent Commencement Date**") and thereafter on a monthly basis. For any partial month after the Rent Commencement Date, the Rent shall be prorated for the actual time within such calendar month that this Lease was in effect.

3.2. Payment of Rent. All payments of Rent or other payments required to be made by Tenant to Landlord hereunder shall be paid in current U.S. exchange by check drawn on a Clearinghouse Bank at the following address: Union Bank Collect Plus, BRE Alpha Industrial NJ Property Owner LLC, BLDG ID: [_____], P.O. Box 209239, Austin, Texas 78720-9239, or such other place as Landlord may from time to time reasonably direct upon prior advance notice to Tenant, without demand, set-off or other deduction. The obligation of Tenant to pay Rent and other sums payable to Landlord (if any) and the obligations of Landlord under this Lease are independent obligations. Except as expressly set forth herein, Tenant shall have no right at any time to abate, reduce, or set-off any Rent due hereunder except as may be expressly provided in this Lease. Any amount not paid when due shall, upon three (3) business days' prior written notice to Tenant, bear interest accruing from the date becoming past due until paid in full at rate equal to the greater of (i) one percent (1.00%) for each month (or ratable portion thereof) the same remaining unpaid, or (ii) three percent (3.00%) per annum (or ratable portion thereof) above the so-called prime rate of interest published in The Wall Street Journal from time to time on ninety (90) days loans to its most credit-worthy borrowers; provided that interest shall never exceed the maximum rate permitted under applicable law. If Tenant is delinquent in any payment of Rent, Tenant shall pay to Landlord, within five (5) business days of Tenant's receipt of a reasonably detailed written notice therefor, a late charge equal to one percent (1%) of such delinquent sum. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as a penalty. Notwithstanding the foregoing, Tenant shall not be obligated to pay a late charge for the first (1st) late payment during any calendar year during the Term or any Renewal Term.

3.3. Taxes. Landlord shall be responsible for all ad valorem personal property or real property taxes levied against the Property, the Building and personal property located thereon, except that Tenant shall be responsible for ad valorem personal property or real property taxes levied against the Solar Facilities, which Landlord actually demonstrates are solely the result of Tenant's use of the Leased Premises. If Landlord is assessed any taxes related to the existence

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of the Solar Facilities on the Property, Landlord shall immediately notify Tenant and provide Tenant with reasonable written evidence therefor. Landlord and Tenant shall, as applicable, reasonably cooperate in contesting any such assessment; provided, however, that Tenant and Landlord shall timely pay such taxes to avoid any penalties or interest on such taxes and, contemporaneous with such payment, provide evidence of payment thereof to the other party. In the event Landlord or Tenant contests the assessment of such taxes upon the Solar Facilities and Landlord receives a tax refund as a result thereof, Landlord shall disburse the proceeds thereof, net of any reasonable, out-of-pocket costs and expenses actually incurred by Landlord in asserting such contest, to Tenant within ten (10) business days following receipt thereof by Landlord.

3.4. Representative's Fee. Tenant shall, as partial consideration for its rights pursuant to this Lease, execute and deliver to Black Bear Energy, Inc., with a copy to Landlord, a fee agreement separately agreed upon in writing between Black Bear Energy, Inc. and Tenant, pursuant to which Tenant shall make certain payments, in accordance with such fee agreement, to Black Bear Energy, Inc., as Landlord's solar development representative, in connection with the transaction contemplated hereby.

3.5. Decommissioning Assurance. Tenant agrees to provide one of the following means of assurance for Tenant's removal obligation contained within Section 6.3 for the purpose of covering the costs to remove the Solar Facilities from the Leased Premises, Cable License Area, and Ground License Area (which security shall be determined by Tenant, in its sole discretion, provided that if Tenant chooses a guaranty, the guarantor's creditworthiness and the form of guaranty shall be to Landlord's reasonable satisfaction): (i) a letter of credit in the form issued by Tenant's bank or Financing Party for the benefit of Landlord in an aggregate amount of $0.10 per watt dc of installed capacity at the Solar Facility funded over five (5) years, such letter of credit being established after the twenty-first (21st) anniversary of the Commercial Operation Date with an initial amount of $0.02 per watt dc of installed capacity at the Solar Facility and increasing by an additional $0.02 per watt dc of installed capacity at the Solar Facility on each anniversary of the Commercial Operation Date thereafter until such time as the letter of credit has an aggregate amount of $0.10 per watt dc of installed capacity at the Solar Facility; or (ii) a corporate or other guaranty running to Landlord from an entity that, in Landlord's reasonable judgment, has the financial wherewithal to perform the removal obligations of Tenant with respect to the Solar Facility as expressly set forth in this Lease; (iii) a decommissioning bond in an aggregate amount of $0.10 per watt dc of installed capacity at the Solar Facility funded over five (5) years, such decommissioning bond being established after the twenty-first (21st) anniversary of the Commercial Operation Date with an initial amount of $0.02 per watt dc of installed capacity at the Solar Facility and increasing by an additional $0.02 per watt dc of installed capacity at the Solar Facility on each anniversary of the Commercial Operation Date thereafter until such time as the decommissioning bond has an aggregate amount of $0.10 per watt dc of installed capacity at the Solar Facility; or (iv) no later than the date established for the first deposit as provided in **Schedule "F"** attached hereto, Tenant will establish an account that is pledged to Landlord with an aggregate of $0.10 per watt dc of installed capacity at the Solar Facility funded over five (5) years, at the times for deposit set forth on **Schedule "F"** (the "**Decommissioning Account**"); provided that if Tenant selects to provide a Decommissioning Account pursuant to this Section 3.5, Tenant shall deliver reasonable documentation evidencing the existence of such

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Decommissioning Account and the funding of the Decommissioning Account, without demand by Landlord, no later thirty (30) days following the date of the first required deposit to the Decommissioning Account as set forth on **Schedule "F"** and on each annual anniversary thereafter; provided further that Tenant shall deliver reasonable documentation evidencing the existence of such Decommissioning Account and the funding of the Decommissioning Account no later than five (5) business days following Tenant's receipt of Landlord's written request. If Tenant performs its removal obligations expressly set forth in Section 6.3, the letter of credit, guaranty, or Decommissioning Account, as the case may be, shall be promptly returned to Tenant. If Tenant fails to timely perform its removal obligations expressly set forth in Section 6.3, then following the expiration of the notice and cure period set forth in Section 8.2, Landlord shall be entitled to draw on the letter of credit in accordance with the terms thereof, enforce the guaranty, or utilize the Decommissioning Account to perform such removal of the Solar Facilities. After such removal by Landlord, any excess amounts from the letter of credit or remaining in the Decommissioning Account shall be promptly returned to Tenant.

4. Use of the Leased Premises; Installation; Non-Exclusive Use.

4.1. Use of Leased Premises. Tenant shall only use the Leased Premises during the Term including any extensions thereof (including the Removal Period) and for the construction, installation, inspection, operation, maintenance, repair, replacement and removal of the Solar Facilities and the transmission of electricity therefrom and all other legal uses directly ancillary thereto (the "**Permitted Use**"). Tenant shall not use or permit the Leased Premises or the Property to be used for any purpose or purposes other than the Permitted Use without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion. Except items reasonably required by Tenant in connection with its operation and construction of the Solar Facilities (including but not limited to, small quantities of replacement parts and related sundry items), which items shall be stored in a safe, commercially reasonable and discreet manner within the Leased Premises, Tenant shall not store any materials in the Leased Premises or otherwise on the Property. Nothing herein shall be deemed to prohibit the storage of items by Tenant or its agents in the Construction License Area during the Construction Period.

4.2. Tenant's Initial Installation of Solar Facilities. Landlord acknowledges that Tenant will be performing the initial physical construction and actual installation of the Solar Facilities (the "**Tenant's Work**"). The actual commencement of construction on the Rooftop following mobilization shall constitute the commencement of Tenant's Work. Tenant's Work shall be conducted under the supervision of an engineering, procurement and constructing firm ("**EPC Contractor**") selected by Tenant, in Tenant's sole and absolute discretion, prior to commencing Tenant's Work. Tenant shall deliver to Landlord the name and address of Tenant's EPC Contractor and any other pertinent information about Tenant's EPC Contractor reasonably requested by Landlord in writing. Notwithstanding anything to the contrary contained herein, during the performance of Tenant's Work, which shall occur prior to the Commercial Operation Date during the Development Term, Tenant and its agents, employees and contractors shall have the right to access and use the Leased Premises, the Cable License Area and the Ground License Area and the Construction License Area in accordance with the provisions of this Lease to the extent reasonably necessary to perform the Tenant's Work in accordance with the plan attached hereto as **Schedule**

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"C". During the construction and installation of the Solar Facilities, Tenant shall have the right to permit its construction lender, any Financing Parties and any of their representatives to access the Leased Premises, the Cable License Area and the Ground License Area to perform any inspections contemplated under Tenant's financing agreements with Tenant's Financing Parties or their agents. Except as expressly set forth herein, any lender's or Financing Party's rights of access shall in no way exceed the access rights of Tenant as provided in this Lease. Tenant's Work shall conform to all requirements as described in **Schedule "C"**. Any change related to the Tenant's Work shall require Landlord's prior written approval, which consent shall not be unreasonably withheld, conditioned or delayed. Upon ten (10) business days' prior written notice to Tenant, Landlord may revoke its consent if there has occurred and is continuing any Event of Default under this Lease (beyond all applicable notice and cure periods).

4.3. Construction Liens. The Property (including, without limitation, the Leased Premises) shall at all times be free of liens for labor and materials supplied in connection with Tenant's Work. If at any time the Property or any portion thereof shall be encumbered by any construction or other liens, charges or claims for the payment of money or otherwise, or any violations or other encumbrances of record directly related to Tenant's Work or any other matter pertaining to Tenant at the Leased Premises, then Tenant shall, within ten (10) business days after receipt of written notice of same or written request by Landlord, prove to the reasonable satisfaction of Landlord that every such monetary lien has been fully paid, provided for, discharged or bonded. Without limiting Tenant's liability for failure to comply with this paragraph, if Landlord bonds or discharges any construction or other lien upon Tenant's failure to do so, then, in addition to the cost of such boding or discharging and all other costs and disbursements which Tenant would owe to Landlord in respect of same hereunder, Tenant shall also pay to Landlord Landlord's out-of-pocket reasonable outside legal fees incurred by Landlord in discharging or bonding over such lien. Tenant, at its sole cost and expense, shall procure and deliver to Landlord a final release of lien following completion of construction of the Solar Facilities from the EPC Contractor and any subcontractors who constructed the Solar Facilities in connection with the performance of the Tenant's Work. Notwithstanding anything to the contrary contained in this Section 4.3, nothing herein shall be deemed to prohibit Tenant from financing the Solar Facility in accordance with the provisions of this Lease, including, but not limited to, Section 12, below.

4.4. Ongoing Building Access. After completion of Tenant's Work, Tenant, its agents, employees and contractors shall have the ongoing right to access the Leased Premises, Cable License Area, and Ground License Area, twenty-four (24) hours per day, seven (7) days per week, and shall have the right to use parking spaces serving the Building to park, but not store, Tenant's vehicles in the common parking areas serving the Building free of charge provided that Tenant shall not use more than one parking space at any time without Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed, and further provided there is no unreasonable or material interference with the access of Landlord or its tenants to the Building parking lots, loading docks and truck courts. Such access shall be limited to such access as is necessary to maintain, operate, service, repair, replace, make Alterations to, and remove the Solar Facilities for the Term and Removal Period upon not less than forty-eight (48) hours prior notice to Landlord, which may be telephonic, (except that no notice shall be required in case of an Emergency) during reasonable and normal business hours (unless Landlord reasonably consents

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otherwise). Tenant shall have no right to access the interior of the Building. Notwithstanding the foregoing to the contrary, in the event that ten percent (10%) or more of the total Solar Facilities are offline, and Tenant provides Landlord with written notice of such, Landlord will provide Tenant access to the Leased Premises and License Areas, including through the interior of the Building if necessary, as soon as possible. Except as expressly set forth herein, access to the Leased Premises and/or License Areas by Tenant Parties shall be limited to exterior methods including a bucket lift or an exterior ladder and in no event shall the Tenant Parties have any right to access the Leased Premises or License Area through internal means without Landlord's prior written consent otherwise, which consent may be withheld at Landlord's sole discretion.

4.5. Non-Exclusive Use/Exclusive Use; Quiet Enjoyment. Landlord shall have the right to use, and to grant to third parties the right to use other portions of the Building and Property. Nothing contained herein shall be construed as granting to Tenant any property or ownership rights in the Building or Property, including the associated roof membrane attached thereto, other than those rights expressly set forth in this Lease, or to create a partnership or joint venture between Landlord and Tenant. Landlord covenants that Tenant upon payment of the Rent, and upon the due performance of the express covenants and agreements herein contained on Tenant's part to be performed shall peaceably and quietly have, hold, and enjoy access to and the benefits of the Leased Premises during the Term for the Permitted Use and Landlord shall protect and defend the right, title, and interest of Tenant hereunder from any other right, interest, title, and claim arising through Landlord or any other person claiming by or through Landlord.

4.6. Compatibility with Operations. Tenant shall use commercially reasonable efforts to ensure the Solar Facilities shall not unreasonably interfere with the operation of the Building, including, without limitation, window washing equipment, chiller units, cooling towers, the emergency generator, elevators, machine rooms, lightning protection systems, roof top antenna(s), ventilation shafts, if any, or any other parts of the Building. Nothing in the foregoing sentence shall be deemed to hinder or prohibit Tenant from exercising its right to construct, maintain and operate the Solar Facility at the Premises.

4.7. Restrictions on Tenant's Use. Without Landlord's prior written consent (not to be unreasonably withheld, conditioned or delayed), Tenant will not store, place or otherwise locate on the Rooftop of the Building any item or equipment which Tenant would place undue pressure on the Rooftop and/or cause damage to the Property, Building or the roof membrane. Except as expressly provided otherwise in this Lease, or upon Tenant's receipt of Landlord's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), Tenant shall not store any materials or equipment in the Common Areas or other areas of the Building or Property. Tenant shall promptly remove from the Leased Premises, at Tenant's sole cost and expense, any garbage, waste, and construction debris that might at any time be generated by Tenant, or its employees, agents, contractors or assigns. Notwithstanding anything to the contrary contained herein, including this Section 4.7, so long as no Event of Default on the part of Tenant has occurred and is ongoing beyond all applicable notice and cure periods, Tenant shall have the right to construct, maintain and operate the Solar Facility and in no event shall the first sentence of this Section 4.7 be construed as restricting Tenant's rights to construct, maintain or operate the Solar Facility in accordance with this Lease.

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4.8. Tenant Interference. Tenant shall use commercially reasonable efforts to ensure that Tenant Parties do not unreasonably interfere, hinder or any way obstruct, disturb or take any action that would constitute a legal nuisance (collectively, a "**Tenant Interference**") to the other tenants, lessees or licensees of the Building during the installation and through the Term including any extensions thereof. In the event Tenant or Tenant Parties cause a Tenant Interference, Tenant agrees to use its commercially reasonable efforts to eliminate such Tenant Interference within five (5) business days of Tenant receiving written notification thereof from Landlord (which notice shall specify in reasonable detail the circumstances and facts related to and alleged to have caused the Tenant Interference); provided, however, if the elimination of such Tenant Interference will reasonably take longer than five (5) business days to perform, Tenant shall commence curing such Tenant Interference within such five (5) business day period and shall diligently prosecute such work in connection therewith to completion, provided that such cure period shall not be extended beyond forty-five (45) days, if reasonable under the circumstances, from Tenant's receipt of written notice thereof.

5. Maintenance and Repair

5.1. Tenant Obligations. Except as set forth in Sections 15 and 16, during the Term Tenant shall, at Tenant's sole cost and expense, keep the Solar Facilities in good order, repair and condition throughout the Term, and promptly and adequately repair all damage to the Leased Premises, Property and Building caused by Tenant, or any of Tenant's employees, agents, or contractors, other than ordinary wear and tear. If Tenant fails to commence such replacement or repairs within twenty (20) days of receipt of written notice from Landlord, Landlord may, upon three (3) days prior written notice to Tenant, make such repairs and Tenant must reimburse Landlord within thirty (30) days of receiving an invoice (along with reasonable written evidence therefor) for Landlord's reasonable, actual, out-of-pocket expenses in performing such work, except in the event of an Emergency in which case Landlord shall have the right to complete such repairs necessary to remove such Emergency situation without notice to Tenant; provided that Landlord shall notify Tenant of such Emergency immediately upon receipt of notice thereof. An "**Emergency**" shall mean an event threatening immediate and material danger to people located in the Building or immediate, material damage to the Building, the Building's Systems or Building Structure or the Solar Facilities.

In the event any maintenance and/or repair to the structural portions of the Building, including the foundation, roof structure (in each case, excluding the Solar Facilities), and all Common Areas (collectively, "**Building Structure**"), and associated roof membrane, or Building is required due to the existence of the Solar Facilities and related equipment connected thereto on the Leased Premises (as reasonably determined in writing by a qualified and licensed third-party structural engineer, reasonably approved by Tenant), or results from Tenant's access and/or use of the Leased Premises or the Building, Tenant shall bear the sole, out-of-pocket cost and reasonable expense actually incurred by Landlord in performing repairs and/or maintenance in connection therewith. Tenant shall pay such cost no later than thirty (30) days following Tenant's receipt of invoice for such maintenance and repairs (which invoice shall be accompanied by reasonable back-up documents evidencing the costs incurred by Landlord).

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Notwithstanding anything to the contrary contained herein, Landlord shall not introduce any structures, landscaping or other objects upon or adjacent to the Leased Premises or at the Property that will impede or affect solar access to the Solar Facilities. In the event that Landlord determines, in its reasonable discretion, that a portion of the roof requires repair (a "**Roof Repair**"), and if such Roof Repair requires the partial or complete disassembly or movement of a portion of the Solar Facilities (a "**Repair Removal and Reinstallation**"), Tenant shall reasonably cooperate with Landlord in connection with such Repair Removal and Reinstallation and shall commence such Repair Removal and Reinstallation within thirty (30) business days of Landlord's request if commercially feasible; provided, that Landlord will use reasonable efforts to provide Tenant sixty (60) days prior written notice of any Repair Removal and Reinstallation. In no event shall Tenant be required to remove more than ten percent (10%) of the Solar Facilities at a single time, and Roof Repairs that affect more than ten percent (10%) of the Solar Facilities shall be completed in a phased manner so that at no one time shall more than ten percent (10%) of the Solar Facilities be removed; and provided further, that Landlord shall use reasonable efforts to not require removal during High Insolation Periods (as defined below), and shall work in good faith with Tenant minimize the disruption to the Solar Facilities attributable to any Roof Repairs. Except as expressly set forth in this Section and in Section 5.2 below, Landlord shall be responsible for the full cost to Tenant of each Repair Removal and Reinstallation, and Landlord shall promptly reimburse Tenant for any and all Lost Energy Revenue during the time all or a portion of the Solar Facilities is out of operation as a result of a Roof Repair (the "**Repair Time**"); provided, however, in connection with any Repair Removal and Reinstallation, or Landlord's damage as detailed in Section 5.3 below, no Lost Energy Revenue shall be due for the first five (5) days that all or a portion of the Solar Facilities is out of operation during each one (1) year period of the Operating Term of this Lease following the Commercial Operation Date.

(a) "**High Insolation Periods**" means the hours from 5:30AM local time to 6:00PM local time on any days within the period commencing April 1st of each calendar year and ending October 31st of any such calendar year; provided that Landlord may, by written notice to Tenant, designate one weekend (i.e., a continuous 48-hour period) each calendar quarter to be considered a non-High Insolation Period.

(b) "**Lost Energy Revenue**" means the sum of the (i) revenue Tenant would have received from the sale of the Solar Facilities' electrical generation under any power purchase agreement or similar commitment of Tenant but for the disruption in the Solar Facilities' operation caused by any Repair Removal and Reinstallation for any Roof Repair, Landlord's damage as detailed in Section 5.3 below, any Landlord default or as otherwise set forth herein and (ii) revenue Tenant would have received from rebate, assistance or other incentive programs related to the operation of the Solar Facilities, including without limitation the Environmental Attributes and Environmental Incentives as defined in Section 17.12 below, but for the disruption in the Solar Facilities' operation caused by any of the items set forth in this Section 5.1(b)(i) above. Tenant shall be entitled to Lost Energy Revenue only upon providing to Landlord, reasonable documentation evidencing that actual Lost Energy Revenue, including reasonable explanation of the metrics and calculations supporting any claimed Lost Energy Revenue sums, has occurred or is reasonably expected to occur consistent with the conditions provided herein. Tenant must claim and provide requisite documentation to Landlord no later than ninety (90) days after an occurrence

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of Lost Energy Revenue except in the case of lost incentives or rebates, where Tenant must claim and provide requisite documentation to Landlord no later than ninety (90) days after the receipt by Tenant of written notice from any governmental authority or independent auditor indicating that Tenant or its Financing Parties or either of their direct or indirect owners are ineligible for such incentive or rebate. The loss of any tax credits that otherwise would have been receivable by Tenant or its Financing Parties, direct or indirect owners but for the disruption in the Solar Facilities' operation and/or any tax credits already claimed but are subject to recapture shall not be part of the calculation of Lost Energy Revenue.

For the purpose of calculating the payments for Lost Energy Revenue, Lost Energy Revenue shall be deemed to have been produced at the same applicable pro rata rate based on the monthly estimate of energy production with respect to the Solar Facilities (as reasonably determined by Tenant and as shall be provided to Landlord upon Landlord's prior written request) as follows: (i) in the case of any calculation occurring within the first twelve (12) months of the Solar Facilities' operation, such estimate shall be based on the total projected energy production of the prior month of operation; and (ii) in the case of any calculation occurring after the first twelve (12) months of the Solar Facilities' operation, such estimate shall be based on the total energy production during the same month in the prior calendar year, in each case, as if there had been no interruption in the Solar Facilities' operation.

5.2. Landlord's Damage. If Landlord, any Landlord Parties or any tenants of the Building damages the Solar Facility, Landlord shall promptly notify Tenant of same. Tenant shall have the right to make all repairs to Solar Facility or related facilities at the sole cost and expense of Landlord if caused by Landlord or any Landlord Parties, and if caused by a tenant of the Building, at the expense of Landlord to the extent recoverable by Landlord under the applicable lease for such tenant of the Building. Such reasonable, actual out-of-pocket costs (including, but not limited to, Lost Energy Revenue) will either be paid directly by Landlord to Tenant within thirty (30) days of receipt of an invoice with reasonable written evidence therefor, and if not received with such thirty (30) day period, shall be deducted from the next payment of Rent due hereunder.

6. Installation, Operation, and Removal of Solar Facilities.

6.1. Aesthetics of the Leased Premises. Tenant, at Tenant's sole cost and expense, shall maintain the aesthetics of the Leased Premises and Solar Facilities consistent with the plans and specifications approved by Landlord as part of the initial construction of the Solar Facilities. Subject to Landlord's express representations, warranties, obligations and covenants, Landlord shall have the right to modify the aesthetics surrounding the Property and the Building including the Rooftop, as long as such modifications do not materially and adversely impact Tenant's access to the Leased Premises or its operation of the Solar Facilities. Tenant agrees to use commercially reasonable efforts, at Landlord's sole cost and expense, to cooperate with Landlord in effecting any such Landlord-requested aesthetic changes.

6.2. Alterations During the Term of this Lease. Tenant shall not materially alter, improve, modify, change, or add to the Solar Facilities following the completion of Tenant's Work

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(collectively, "**Alterations**") without receipt of Landlord's prior written consent thereto (such consent not to be unreasonably withheld, conditioned or delayed), except that Landlord's consent shall not be required if the Alterations: (a) do not penetrate the Rooftop; (b) do not affect the Building Structure; (c) do not adhere to the roof membrane; and (d) do not materially deviate from the specifications for the Solar Facilities shown in **Schedule "A-1"**. With regard to Tenant obtaining all required permits and approvals in connection with the performance of Alterations, Landlord shall reasonably cooperate, at Tenant's sole cost and expense, with Tenant; provided, however, that Landlord shall not be responsible for procuring or maintaining any such approval connected to such Alterations. Landlord may monitor and oversee the construction and installation of any Alterations (except for those Alterations that do not require Landlord consent pursuant to this Section 6.2), and Tenant shall reimburse Landlord for its actual, costs and expenses in reviewing plans and specifications and in monitoring construction of the Alterations; provided, however, in no event shall Tenant be obligated to reimburse Landlord for such services to the extent the cost of the same is greater than three percent (3%) of the total cost of such Alterations. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to see that such plans and specifications or construction comply with Legal Requirements. Tenant shall provide Landlord with the identities and mailing addresses of all persons performing work, prior to commencing the performance of such Alterations, and Landlord may post on and about the Leased Premises notices of non-responsibility pursuant to applicable law. Upon completion of the Alterations, Tenant shall deliver to Landlord statements setting forth the names of all contractors and subcontractors who did work on the Alterations and final lien waivers from all such contractors and subcontractors, if applicable. Subject to Tenant's express rights set forth herein, in no event shall Tenant make any roof penetrations or adhere any equipment to the roof membrane other than those expressly shown in the approved plans and specifications attached hereto without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

6.3. Removal of Solar Facilities. Tenant shall have the right to remove the Solar Facilities, or any part thereof, at any reasonable time upon at least thirty (30) days' prior written notice to Landlord. At the expiration of the Term, or upon any sooner termination of the Term due to the default of Tenant hereunder, Tenant shall remove all Solar Facilities within ninety (90) days of the expiration or earlier termination, of this Lease (the "**Removal Period**"), at its own cost and expense (but without payment of Rent), and shall return the Leased Premises to its condition existing prior to Tenant's installation of the Solar Facilities (excepting only ordinary wear and tear, casualty and condemnation). Subject to the rights of Tenant's Financing Parties set forth herein, if Tenant fails to timely complete such removal or fails to satisfactorily return the Leased Premises to the requisite condition pursuant to Section 3.5, above, Landlord may, following no less than forty-five (45) days' prior written notice to Tenant (the "**Final Removal Notice**"), complete such removal and repair such damage at Tenant's actual, out-of-pocket cost and expense, in which event Tenant shall pay the cost of such removal and repair no later than thirty (30) days following Tenant's receipt of an invoice for the same (which invoice shall be accompanied by reasonable back-up documents evidencing the costs incurred by Landlord) or (ii) put Tenant on written notice (which notice may be contained in the Final Removal Notice) that in the event Tenant fails to complete such removal within such thirty (30)-day period all Solar Facilities remaining on the Leased Premises, shall become the property of Landlord subject to the rights of any Tenant

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Financing Party, in which event, Tenant shall have no further obligation to remove the same and Landlord shall bear the sole cost and expense in connection therewith (including but not limited to the costs of removing the Solar Facilities). Once installed, the roof associated roof membrane shall at all times remain the property of Landlord.

6.4. Compliance with Laws. Landlord makes no warranty or representation that the Solar Facilities are permitted by law and Tenant assumes all liability and risk in obtaining and maintaining all permits and approvals (if any) necessary for the installation and use of the Solar Facilities.

7. Indemnification and Insurance.

7.1. Indemnification and Waiver. Except to the extent due to the negligence or willful misconduct of Landlord or the Landlord Parties, Tenant shall indemnify, protect, defend and hold Landlord, its parents, members, partners, subsidiaries, affiliates, successors and assigns, and each of their respective principals, officers, directors, agents, employees, servants, managers, successors and assigns (collectively, the "**Landlord Parties**") harmless from and against all losses, damages, claims, actions, causes of action, liabilities, costs and expenses (including reasonable outside attorneys' fees) (collectively, "**Claims**") to the extent directly arising out of or related to (i) a breach by Tenant of this Lease beyond all applicable notice and cure periods, or (ii) any act or omission of Tenant or its agents, servants, employees, contractors or representatives at the Property (collectively, the "**Tenant Parties**"), including, but not limited to, damage, losses or injuries from Tenant's exercise of its rights under this Lease, including, without limitation, the negligence on the part of Tenant in the construction, operation, maintenance and repair of the Solar Facilities. Tenant agrees and acknowledges that it shall use the Leased Premises at its sole risk, and, except for the negligence or willful misconduct of Landlord and the Landlord Parties, Tenant absolves and fully releases Landlord and the Landlord Parties from any and all third-party Claims. The provisions of this section shall survive the expiration or earlier termination of this Lease.

7.2. Tenant's Insurance. Tenant at its expense, shall maintain during the Term, and the EPC Contractor shall cause any other contractors and subcontractors to maintain prior to performing any Tenant Work on the Property to maintain the following insurance policies: all risk property insurance covering the full replacement cost of the Solar Facility; worker's compensation insurance within the statutory limits and employer's liability insurance with annual limits of: Bodily Injury by Accident, each Accident: $1,000,000 each Employee: $1,000,000; commercial business auto policy covering all owned, hired and non-owned automobiles, truck and trailers is required, with coverage limits not less than $1,000,000 combined single limit each accident for bodily injury and property damage; and commercial general liability insurance, with a minimum limit of $1,000,000 per occurrence for property damage and $2,000,000 in the aggregate, personal injuries, or deaths of persons occurring in or about the Leased Premises together with an umbrella policy in the amount of $10,000,000; and products and completed operations coverage in the amount of $5,000,000 relating to the installation of the Solar Facilities. The commercial general liability policies shall name Landlord as an additional insured, insure on an occurrence and not a claims-made basis, be issued by insurance companies which are licensed to do business in the state in which the Property is located, not be cancelable unless thirty (30) days' prior written notice

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(except that only ten (10) days' notice shall be required for non-payment of premium) shall have been given to Landlord and provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). Notwithstanding anything to the contrary contained herein, Tenant shall have the right to obtain the insurance of the kind and in the amounts provided for under this paragraph under a blanket insurance policy covering other properties as well as the Leased Premises or pursuant to a corporate policy of self-insurance.

7.3. Certificates of Insurance. Tenant shall deliver to Landlord certificates of insurance for all insurance required to be maintained by Tenant in the form of ACORD 28 (Evidence of Commercial Property Insurance) and ACORD 25-S (Certificate of Liability Insurance) (or in a form acceptable to Landlord in its reasonable discretion), no later than seven (7) days after the Effective Date of this Lease (but in any event prior to any entry onto the Premises by Tenant or any employee, agent or contractor of Tenant). Upon request, Tenant shall also provide to Landlord a true, correct and complete copy of the actual insurance policy for all insurance required to be maintained by Tenant hereof. Tenant shall, at least ten (10) days prior to expiration of any required coverage, furnish Landlord with certificates of renewal or "binders" thereof. Acceptance by Landlord of delivery of any certificates of insurance does not constitute approval or agreement by Landlord that the insurance requirements in this Section have been met, and failure of Landlord to demand such evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence provided will not be construed as a waiver of Tenant’s obligation to maintain such insurance. If Tenant fails to maintain any insurance required in this Lease, Tenant shall be liable for all losses and costs suffered or incurred by Landlord (including litigation costs and attorneys’ fees and expenses) resulting from said failure. If Tenant fails to deliver any certificate or renewal to Landlord required under this Lease within the prescribed time period or if any such policy is canceled or modified during the Term without Landlord’s prior written consent, Landlord may obtain such insurance for the exclusive benefit of Landlord, in which case Tenant shall reimburse Landlord for the cost of such insurance within 15 days after receipt of a statement that indicates the cost of such insurance.

7.4. Additional Insureds; Primary Coverage. Landlord, Landlord's Mortgagee, if any, any property management company of Landlord for the Premises, and any other party designated by Landlord shall be named as additional insureds ("Additional Insureds") under Insurance Services Office ("ISO") endorsement CG 201011 85 under all of the policies required by Section 7.2, and such endorsement shall be included with the certificates to be provided to Landlord pursuant to Section 7.3 above. The policies carried or required to be carried by Tenant pursuant to Section 7.2 shall provide for severability of interest and shall be primary as respects the Additional Insureds, and any insurance maintained by the Additional Insureds shall be excess and non-contributing. Landlord is to be insured as its interests may appear.

7.5. Landlord’s Insurance. To the extent the cost of any liability or property insurance policy carried by Landlord as of the Commercial Operation Date is increased solely and expressly due to the existence of, and expressly and identifiably attributable solely to, the installation of the Solar Facilities at the Leased Premises (as applicable, the “**Solar Facilities Insurance Increase**”), Tenant shall pay to Landlord, annually, an incremental amount equal to the

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Solar Facilities Insurance Increase no later than thirty (30) days following Tenant's receipt of a written invoice therefor by Landlord, which invoice shall document such Solar Facilities Insurance Increase with a copy of the subject insurance bill and other reasonable written back-up documents which demonstrate that the Solar Facilities were the sole cause of such Solar Facilities Insurance Increase.

7.6. Mutual Waiver of Subrogation. Each party waives, and shall cause its insurance carrier to waive, any right of recovery against the other for any loss of or damage to property which loss or damage is (or, if the insurance required hereunder had been carried, would have been) covered by insurance. For purposes of this Section 7.6, any deductible with respect to a party's insurance shall be deemed covered by, and recoverable by such party under, valid and collectable policies of insurance.

8. Events of Default. Each of the following occurrences shall constitute an "**Event of Default**" under this Lease:

8.1. Monetary Default. Tenant's failure to pay the Rent or any other payment required to be paid herein, within (i) five (5) business days following Tenant's receipt of written notice that the same was not paid when due with regard to the first (1st) such failure in any twelve (12)-month period, or (ii) two (2) business days following Tenant's receipt of written notice that the same was not paid when due with regard to any subsequent failure in the same twelve (12)-month period.

8.2. Non-Monetary Default. Breach by Tenant of any non-monetary provision of this Lease (except as set forth in Section 8.3 below), where such breach shall continue for a period of thirty (30) days after receipt of written notice thereof from the other party; provided, however, that if the nature of the breaching party's nonperformance is such that more than thirty (30) days are reasonably required for its cure, then such party shall not be deemed to be in default if such commences such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion, provided that such cure must be completed within sixty (60) days after receipt of the original notice.

8.3. Insurance. If insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire and the same is not reinstated on the earlier to occur of two (2) business days of (i) Tenant's receipt of written notice therefor from Landlord or (ii) Tenant's actual knowledge of such cancellation or termination.

8.4. Unauthorized Transfer. There shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease.

8.5. Failure to Discharge Lien. Except as otherwise expressly permitted hereunder, Tenant shall fail to discharge, or bond over, any lien placed upon the Leased Premises or Property within ten (10) business days after Tenant receives written notice that any such lien or encumbrance is filed against the Leased Premises or Property.

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8.6. Other Default. In the event Tenant or Landlord (A) makes a general assignment for the benefit of creditors; (B) commences any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "**proceeding for relief**"); (C) becomes the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry; or (D) is dissolved or otherwise fails to maintain its legal existence.

9. Remedies

9.1. Tenant Default. Upon occurrence of an Event of Default by Tenant beyond all applicable notice and cure periods, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever except as expressly set forth herein. Landlord may, at its option, terminate this Lease, in which event Tenant shall surrender the Leased Premises to Landlord in accordance with the terms of this Lease and if Tenant fails to do so, Landlord may, in compliance with applicable law and without prejudice to any other remedy, at law or in equity, which it may have for possession or arrearages in Rent, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof, without being liable for prosecution or any claim of damages therefor; and Landlord may recover from Tenant such amounts as available pursuant to applicable law. If Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

9.2. Termination Damages. If this Lease is terminated due to an Event of Default by Tenant following the expiration of all applicable notice and cure periods, subject to any legal obligation Landlord may have to mitigate its damages then unless Landlord elects lump sum liquidated damages described in Section 9.3 of this Lease, Tenant covenants after any such termination, to pay punctually to Landlord all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence Tenant shall be credited with the net proceeds of any Rent then actually received by Landlord from a reletting of the Leased Premises after deducting all sums provided for in this Lease to be paid by Tenant and not then paid. In no event shall Tenant be liable for indirect or consequential damages except: (i) in the case of holding over for a period in excess of thirty (30) days when notice of a new tenancy has been provided in advance; or (ii) to the extent arising as a result of any default, breach or misrepresentation by Tenant with respect to any agreement, covenant, obligation, representation or warranty of Tenant set forth in this Lease pertaining to the environmental condition of the Leased Premises, any environmental laws or ordinances pertaining to the Leased Premises.

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9.3. Lump Sum Liquidated Damages. If this Lease is terminated due to an Event of Default, then Tenant covenants, as an additional obligation after termination, to pay forthwith to Landlord at Landlord's election made by notice to Tenant at any time, as liquidated damages a single lump sum payment equal to the sum of (i) all sums provided for in this Lease to be paid by Tenant up to the date of such election by Landlord (i.e., any unpaid monthly Rent or other sums then due from Tenant to Landlord on the date of termination and any unpaid monthly Rent or other sums due from the date of termination until such election) and not then paid at the time of such election, and in addition (ii) an amount equal to the sum of all of the Rent and other sums due hereunder and payable with respect to the twelve (12) month period next following the date of termination, and (iii) the actual, reasonable out-of-pocket cost of removal of the Solar Facilities (unless Landlord elects to retain the Solar Facilities as contemplated by Section 6.3 above).

9.4. Remedies Cumulative. Any and all rights and remedies Landlord or Tenant may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two (2) or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord or Tenant to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings in which the damages are to be proved, whether such amount be greater, equal to, or less than the amount of the loss or damages referred to in Section 9.2 of this Lease.

9.5. Effect of Waivers of Default. Any consent or permission by Landlord or Tenant to any act or omission which otherwise would be a breach of any covenant or condition, or any waiver by Landlord or Tenant of the breach of any covenant or condition, shall not in any way be held or construed to operate so as to impair the continuing obligation of such covenant or condition, or otherwise operate to permit other similar acts or omissions. No breach shall be deemed to have been waived unless and until such waiver be in writing and signed by the other party. The failure of Landlord or Tenant to seek redress for violation of or insist upon the strict performance of any covenant or condition of this Lease, or the receipt by Landlord of Rent with knowledge of any violation, shall not be deemed a consent to or waiver of such violation, nor shall it prevent a subsequent act, which would otherwise constitute a violation, from in fact being a violation.

9.6. No Accord and Satisfaction; No Surrender. No acceptance by Landlord of a lesser sum than the Rent, or any other sum or charge then due shall be deemed to be other than on account of the earliest installment of such rent, sum or charge due; nor shall any endorsement or statement on any check or in any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other right or remedy available to it. The removal of the Solar Facilities (or any similar act) shall not operate as a termination of this Lease or an acceptance of a surrender of the Leased Premises.

9.7. WAIVER OF JURY. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY SUMMARY PROCEEDING IN ANY EMERGENCY OR OTHER

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STATUTORY REMEDY, OR IN ANY ACTION BASED, IN WHOLE OR IN PART, ON NON-PAYMENT OF RENT OR OTHER DEFAULT OR EVENT OF DEFAULT UNDER THIS LEASE; AND TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR SET-OFF IN ANY SUCH PROCEEDING, EXCEPT TO THE EXTENT TENANT WOULD HAVE NO RIGHT TO COMMENCE AN INDEPENDENT PROCEEDING TO SEEK TO RECOVER ON ACCOUNT OF SUCH CLAIM.

9.8. Landlord's Curing and Enforcement. If Tenant shall neglect or fail to perform or observe any covenant or condition of this Lease and shall not cure such default or Event of Default within the applicable cure period following receipt of written notice therefor (if required under this Lease), Landlord may, at its option, without waiving any claim for breach, at any time thereafter cure such default or Event of Default for the account of Tenant, and any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant shall reimburse Landlord for the reasonable, out-of-pocket cost therefor, upon receipt of a written demand; and Tenant shall further indemnify and save Landlord harmless in the manner elsewhere provided in this Lease in connection with all of Landlord's actions in effecting any such cure. Notwithstanding any other provision herein concerning cure periods, Landlord may cure any default or Event of Default for the account of Tenant after such notice to Tenant, if any, as is reasonable under the circumstances (including telephone notice) if the curing of such default or Event of Default prior to the expiration of the applicable cure period is due to an Emergency. Tenant shall pay to Landlord on demand all of the costs and expenses of Landlord payable pursuant to this Section 9.8, including such administrative charge and reasonable outside attorneys' fees, incurred in enforcing any covenant or condition of this Lease. Without limiting any of its other rights or remedies, any sum due hereunder shall, in addition, bear interest from the date due at the greater of (i) one percent (1.00%) for each month (or ratable portion thereof) the same remains unpaid, or (ii) three percent (3.00%) per annum (or ratable portion thereof) above the so-called prime rate of interest published in The Wall Street Journal from time to time on ninety (90) day loans to its most credit-worthy borrowers; provided that interest shall never exceed the maximum rate permitted under applicable law.

9.9. Insurance Default. In the event Tenant breaches any covenant or fails to observe any condition set forth in Section 7 of this Lease with respect to the insurance required to be maintained by Tenant, then and without limiting any other right or remedy, and notwithstanding any other provision herein concerning notice and cure of defaults or Events of Default, Landlord may upon two (2) business days' prior written notice to Tenant obtain such insurance, and Tenant shall pay the cost thereof and Landlord's expenses related thereto upon demand.

9.10. Landlord's Default. Except as expressly provided, in Sections 8.6 and 8.7 above, in no event shall Landlord be in default unless notice thereof has been given to Landlord (and all mortgagees for which Tenant timely received such mortgagee's notice address) and Landlord (or any such mortgagee at its sole discretion) fails to perform within thirty (30) days (provided, however, that such thirty (30) day period shall be reasonably extended if such performance begins within such period and thereafter is diligently pursued, or if such mortgagee notifies Tenant within such period that it intends to cure on behalf of Landlord and thereafter begins curing within such period, or if later within thirty (30) days after acquiring possession of

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the Property if the cure requires the mortgagee to obtain possession of the Property, and diligently pursues curing with reasonable promptness). Notwithstanding the foregoing, in no event shall any Landlord or any Landlord mortgagee be entitled to more than sixty (60) days to cure any such default hereunder. Any mortgagee notice and cure periods set forth in any subordination, nondisturbance and attornment agreement then in effect under Section 11 of this Lease shall control to the extent the same differ from the foregoing.

9.11. Tenant's Remedies. Upon a default by Landlord that is not cured within the permitted time under Section 9.10, above, Tenant may, at its option (but without obligation to do so), declare an event of default and avail itself of all available rights at law and equity as well as any other remedies expressly set forth herein, including, but not limited to the recovery of Lost Energy Revenue. The costs and expenses of any such performance by Tenant shall be due and payable by Landlord upon receipt of a reasonable written evidence therefor.

10. Assignment.

10.1. In General. Except as expressly set forth hereinbelow, Tenant shall not assign this Lease (an "**Assignment**") without the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. To request Landlord's consent to any Assignment, Tenant shall notify Landlord in writing, which notice (the "**Assignment Notice**") shall include (a) the proposed effective date of the Assignment, which shall not be less than ten (10) business days after the date of delivery of the Assignment Notice, (b) all of the terms of the proposed Assignment, the name and address of the proposed assignee (the "**Assignee**"), and a copy of all existing and/or proposed documentation pertaining to the proposed Assignment, including all existing operative documents to be executed to evidence such Assignment or the agreements incidental or related to such Assignment, and (c) current financial statements of the proposed Assignee certified by an officer, partner or owner thereof, and any other information reasonably required by Landlord, which will enable Landlord to determine the financial responsibility of the proposed Assignee, nature of such Assignee's business and proposed use of the Leased Premises and such other information as Landlord may reasonably require. Except as expressly set forth hereinbelow, any Assignment made without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute a default by Tenant under this Lease. Landlord and Tenant acknowledge and agree that in no event shall Tenant be permitted to sublease all or any portion of the Leased Premises.

10.2. Effect of Assignment. Upon any Assignment, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) any consent given by Landlord, to the extent required hereunder, shall not be deemed consent to any further Assignment by either Tenant or an Assignee, and (iii) Tenant shall deliver to Landlord, promptly after execution, an executed copy of the form of assignment agreement (reasonably acceptable to Landlord), and (iv) such Assignee shall be liable for the payment of all sums due under this Lease and the performance and observance of all the agreements, covenants, conditions and provisions to be performed and observed by Tenant under this Lease as and when performance and observance are due. Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the Rent and for compliance with all of

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Tenant's other obligations under this Lease (regardless of whether Landlord's approval has been obtained for any such assignments or sublettings). In addition any Assignee (including any Assignee pursuant to Section 10.3 below), must confirm that the, representations and warranties set forth in Section 21 below are true as to such Assignee.

10.3. Permitted Transfer. Notwithstanding the foregoing or anything to the contrary contained herein, without the prior written consent of Landlord and provided that any assignee has the financial wherewithal to perform Tenant's then-obligations under the Lease at the time of such transfer, Tenant may assign its rights and obligations hereunder to (a) any affiliate of Tenant; (b) any entity which results from a merger of, reorganization of, or consolidation with Tenant or Tenant's affiliates; (c) any entity engaged in a joint venture with Tenant or Tenant's affiliates; (d) any entity which acquires substantially all of the stock or assets of Tenant or Tenant's affiliates, as a going concern, with respect to the business that is being conducted in the Leased Premises; and (e) to Tenant's Financing Party, on a collateral basis or otherwise. Subject to the restrictions set forth in this Section 10, Lease and the rights and obligations under this Lease shall be binding upon and shall inure to the benefit of Tenant and Landlord and their respective permitted successors and assigns.

11. SUBORDINATION; NON-DISTURBANCE; ESTOPPEL CERTIFICATE.

(a) Subordination. Subject to the terms of this Section 11(a) and Section 11(b), below, this Lease be subject and subordinate at all times to any mortgage(s), and the lien resulting from any other method of financing or refinancing which now or subsequently are recorded against or affect the Property or the Leased Premises, and to all renewals, modifications, consolidations, participations, replacements and extensions thereof (collectively, "**Landlord Mortgages**"); provided, however, that in consideration of and a condition precedent to Tenant's agreement to subordinate this Lease to any future Landlord Mortgages shall be the receipt by Tenant of a commercially reasonable non-disturbance and attornment agreement (an "**SNDA**") in accordance with Section 11(b), below, which requires the holder of any such future Landlord Mortgages to accept this Lease, and not to disturb Tenant's possession.

(b) Non-disturbance. As set forth in Section 11(a), above, this Lease is subordinate to any existing Landlord Mortgages. Landlord covenants and agrees to use commercially reasonable efforts to deliver to Tenant an SNDA within ninety (90) days of the Effective Date with regard to any existing Landlord Mortgages. If Landlord cannot deliver such SNDA from any existing holder of a Landlord Mortgage, then Tenant shall have the option, in Tenant's sole and absolute discretion, to terminate this Lease, without penalty, by providing written notice to Landlord of such election to terminate within sixty (60) days after the expiration of such ninety (90) day period. Landlord shall use commercially reasonable efforts to obtain an SNDA from the holder of any future Landlord Mortgage. If Landlord cannot deliver such SNDA from the holder of any future Landlord Mortgage, then this Lease and Tenant's interest herein shall not be subordinate to the interest of such future holder of any Landlord Mortgage. Without limiting the requirement that any SNDA from the holder of any existing or future Landlord Mortgage be commercially reasonable, any SNDA provided by the holder of any existing or future Landlord Mortgage shall (a) not materially increase Tenant's obligations, or materially decrease Tenant's

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rights under this Lease; (b) provide substantially the following: "As long as Tenant or Tenant's Financing Party performs its obligations under this Lease within all applicable notice and cure periods, no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect the rights of Tenant or Tenant's Financing Party hereunder"; and (c) provide that (i) no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect Tenant's Financing Party's right to pursue any or all of its remedies under a security interest in the Collateral, and (ii) the encumbrance holder shall take no action to impede or otherwise interfere with Tenant's Financing Party enforcing its right and remedies.

(c) Estoppel Certificate. Landlord and Tenant shall each, within ten (10) business days after receipt of a written request from the other, execute and deliver a commercially reasonable form estoppel certificate in favor of a Landlord Mortgagee, a Financing Party, a prospective purchaser of the Solar Facilities, the Leased Premises or the Property, or such other party as may reasonably request same, which estoppel certificate may include a certification as to the status of this Lease and the existence of any defaults hereunder. Landlord, all Landlord Mortgagees and any other requesting party shall have the right, as against Tenant, to rely upon any certificate furnished by Tenant under this Section, and Tenant, any Financing Party and any other requesting party shall have the right, as against Landlord, to rely upon any certificate furnished under this Section furnished by Landlord.

12. Ownership of Solar Facility; Solar Facility Financing.

12.1. Solar Facility Is Personal Property. Landlord expressly acknowledges and agrees that the Solar Facility, the renewable energy, and the Environmental Attributes produced by or associated with the Solar Facility are personal property and shall remain the personal property of Tenant; shall not be considered the real or personal property of Landlord; and shall not attach to or be deemed a part of, or fixture to, the Property, the Building, the Rooftop, the Leased Premises or any part thereof. In furtherance of the foregoing, Landlord agrees that the Solar Facility all other personal property within the Leased Premises owned by Tenant, the renewable energy, the Environmental Attributes, or any part thereof consisting of trade fixtures (collectively, the "**Collateral**") shall not be deemed a fixture or part of the Leased Premises or the Property but shall at all times be considered personal and moveable property, whether or not any Collateral becomes so related to the Leased Premises that an interest therein would otherwise arise under applicable Legal Requirements. Tenant may remove all or any portion of the Solar Facility at any time and from time to time. Without limiting the generality of the foregoing, Landlord (i) hereby expressly waives all statutory and common law liens or claims that it might otherwise have in or to the Collateral or any portion thereof and agrees not to distrain or levy upon any Collateral or assert any lien, right of distraint or other claim against the Collateral; and, (ii) shall take no action to impede or interfere with Tenant's Financing Party's remedies under a security interest in the Solar Facility.

12.2. Tenant's Financing Rights. Landlord hereby agrees that Tenant shall have the right, in its sole and absolute discretion, to hypothecate the Collateral as security for Tenant's obligations under any equipment lease or other financing arrangement related to the conduct of

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the Permitted Use.

12.3. Consent to Collateral Assignment. Landlord hereby consents to the sale of the Collateral (or any part thereof) to Tenant's Financing Party and/or the collateral assignment to Tenant's Financing Party of Tenant's right, title and interest in and to this Lease and/or the Collateral. In connection with the foregoing, Landlord agrees to execute and deliver within ten (10) business days all commercially reasonable lien waivers, consents, acknowledgements, subordination agreements and other instruments and documentation reasonably required by Tenant's Financing Party to be executed by Landlord in connection with any such sale, lease or financing arrangement.

12.4. Tenant's Financing Party Rights: Notwithstanding any contrary term of this Lease:

(a) Tenant's Financing Party, as collateral assignee of this Lease, shall be entitled to exercise, in the place and stead of Tenant, any and all rights and remedies of Tenant under this Lease in accordance with the terms of this Lease. Tenant's Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Lease and the Solar Facility.

(b) Tenant's Financing Party shall have the right (exercisable in its sole and absolute discretion), but not the obligation, to pay all sums due under this Lease and to perform any other act, duty or obligation required of Tenant hereunder or cause to be cured any default of Tenant hereunder in the time and manner provided by the terms of this Lease.

(c) Upon the exercise of any remedies under a security interest in the Solar Facility, including any sale thereof, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Tenant to Tenant's Financing Party in lieu thereof, Tenant's Financing Party will give Landlord notice of the transfer or assignment of this Lease. Any such exercise of remedies or failure to give Landlord notice will not constitute a default under this Lease.

(d) Upon any rejection or other termination of this Lease pursuant to any process undertaken with respect to Tenant under the United States Bankruptcy Code, at the request of Tenant's Financing Party made within ninety (90) calendar days of such termination or rejection, Landlord shall enter into a new agreement with Tenant's Financing Party having substantially the same terms and conditions as this Lease.

(e) Prior to a termination of the Lease, Tenant's Financing Party or its representatives or invitees or any receiver or other similar official (a "**Receiver**") appointed in respect of the Collateral may enter upon the Leased Premises with the same access rights provided under the Lease without any charge or interference by Landlord to inspect or remove any or all of the Collateral.

(f) Upon a termination of this Lease, Landlord will permit Tenant's Financing Party and its representatives and invitees and any Receiver to occupy and remain on

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the Leased Premises; provided, that (A) such period of occupation (the "**Disposition Period**") shall not exceed more than ninety (90) days following receipt by Tenant's Financing Party of a notice of default under this Lease or, if the Lease has expired by its own terms (absent a default thereunder), up to ninety (90) days following Tenant's Financing Party's receipt of written notice of such expiration; (B) for the actual period of occupancy by Tenant's Financing Party, Tenant's Financing Party will pay to Landlord rent in an amount equal to $86.71 per day (or such lower or higher per diem amount, as calculated pursuant to **Exhibit B**) and shall provide and retain liability and property insurance coverage and utilities to the extent required by the Lease; and (C) such amounts paid by Tenant's Financing Party to Landlord shall exclude any rent adjustments, indemnity payments, or similar amounts for which Tenant remains liable under the Lease for default or other similar charges (if any).

(g) During any Disposition Period, (A) Tenant's Financing Party and its representatives and invitees and any Receiver may, with the same access rights granted to Tenant under the Lease, inspect, repossess, remove and otherwise deal with the Collateral, and Tenant's Financing Party may advertise and conduct public auctions or private sales of the Collateral at the Leased Premises, in each case without interference by Landlord or liability of Tenant's Financing Party or its representatives or invitees or any Receiver to Landlord; and (B) Tenant's Financing Party shall make the Leased Premises available for inspection by Landlord and prospective tenants and shall cooperate in Landlord's reasonable efforts to re-lease the Leased Premises. If Tenant's Financing Party conducts a public auction or private sale of the Collateral at the Leased Premises, Tenant's Financing Party shall use reasonable efforts to notify Landlord first and to hold such auction or sale in a manner which does not adversely affect Landlord's or any other tenant's use of the Leased Premises.

(h) If any order or injunction is issued or stay granted which prohibits Tenant's Financing Party from exercising any of its rights hereunder, then, at Tenant's Financing Party's option, the Disposition Period shall be stayed during the period of such prohibition and shall continue thereafter for the greater of (A) the number of days remaining in the Disposition Period or (B) ninety (90) days.

12.5. Notices of Default. Provided that Tenant has provided Landlord with Tenant's Financing Party's notice information in writing, Landlord will deliver to Tenant's Financing Party, concurrently with delivery thereof to Tenant, a copy of each notice of default given by Landlord under this Lease, inclusive of a reasonable description of the Tenant default. No such notice will be effective absent delivery to the Tenant Financing Party. Landlord will not mutually agree with Tenant to terminate this Lease without the written consent of the Financing Party.

12.6. Right to Cure.

(a) Landlord shall not exercise any right to terminate this Lease unless Landlord has given Tenant's Financing Party notice of Landlord's intent to terminate this Lease concurrent with such notice to Tenant and in accordance with Section 16, specifying the reason

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for such action, and the condition giving rise to the right of termination that was not cured within the time period set forth in this Lease.

(b) If another Person acquires legal or equitable title to or control of Tenant's assets and cures all defaults under this Lease existing as of the date of such change in title or control in the manner required by this Lease, then Tenant shall not be in default under this Lease, and this Lease shall continue in full force and effect.

(c) Landlord acknowledges and agrees that Tenant may change Tenant's Financing Party at any time, in its sole discretion, and Landlord will abide by such new contact information and payment directions as instructed by Tenant, in writing.

13. Communication/Publicity. Landlord and Tenant may, from time to time, mutually agree on, and in the event of such mutual agreement, shall thereafter comply with, a communications plan governing all publicity related to Tenant's use of the Leased Premises. Such communication plan may, among other things, govern: (a) the extent to which each of Landlord and Tenant may publish or post factually accurate information regarding the Tenant's use of the Leased Premises; (b) any publicity tours or guest access to the Rooftop; and/or (c) the taking of photographs or video of the Solar Facilities and its construction and operation and the extent to which such photographs and/or videos may be used by either party to promote the Building or similar solar projects. Notwithstanding anything contained herein to the contrary, in no event shall either party have the right to publicize, post pictures or videos, or otherwise use the name or address of the building, the name of the other party hereto, or any affiliates thereof or successors thereto without the prior written consent of the other party hereto. Notwithstanding anything contained herein to the contrary, all disclosures of economic and financial terms of this Lease shall be subject to the confidentiality provisions of Section 20.

14. Hazardous Substances. Except for Hazardous Material contained in (i) products used by Tenant in de-minimis quantities for ordinary cleaning purposes, and (ii) the Solar Facilities, potentially including but not limited to cadmium or such other materials contained therein but in compliance with Environmental Requirements, Tenant shall not, during the Term, permit or cause any party to bring any Hazardous Material upon the Leased Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Leased Premises in strict compliance with all Environmental Requirements and shall remediate, in accordance with any Environmental Requirements, any Hazardous Materials released on or from the Building by the Tenant Parties. The term "**Environmental Requirements**" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Leased Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "**Hazardous Materials**" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of

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natural gas and such synthetic gas). As defined in Environmental Requirements, during the Term, Tenant is and shall be deemed to be the "operator" of the Solar Facility and the "owner" of all Hazardous Materials brought on the Leased Premises by Tenant, its agents, employees, or contractors, and the wastes, by-products, or residues generated, resulting, or produced therefrom. Landlord represents to Tenant that, based solely on a phase 1 environmental report for the Property, a copy of which has been provided to Tenant, that there has been no release of Hazardous Materials in reportable quantities on the Property.

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses, claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual outside attorneys' fees, consultant fees or expert fees) which are brought or recoverable against, or suffered or incurred by Landlord to the extent of any release of Hazardous Materials for which Tenant is obligated to remediate as provided in the first paragraph of this Section 14 or any other breach of the requirements under this Section 14 by the Tenant Parties, regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant under this Section 14 shall survive any termination of this Lease.

15. Condemnation/Right to Terminate

15.1. Condemnation/Right to Terminate. If the whole or any part of the Leased Premises, Building, or the Property (including the parking areas) shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Leased Premises, Building or Property, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, or if such grant or taking has a material adverse impact on Tenant's reasonable ability to use the Leased Premises for the Permitted Use, as reasonably determined by Tenant, should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "**Taking**" or "**Taken**"), and the Taking would prevent or materially interfere with Tenant's Permitted Use of the Leased Premises (preventing or material interference with Tenant's Permitted Use being defined as rendering more than five percent (5%) of the Leased Premises unusable for the Solar Facilities) or in Landlord's judgment would materially interfere with or impair its ownership or operation of the Property (material interference with, or impairment to the ownership or operation of the Property being defined as (a) reconfiguration or restoration will cost in excess of twenty-five percent (25%) of the current replacement cost of the Building, (b) Landlord's lender will not permit any taking award to be used to restore or reconfigure the Building or (c) twenty-five percent (25%) of the Building is untenantable or (d) the taking would render Building systems utilized by Tenant inoperable and such Building systems not be repaired within 180 days of such taking), then upon written notice by Landlord or Tenant (as applicable) to the other party this Lease shall terminate, and Rent shall be apportioned as of the date the Taking became effective. Landlord shall be entitled to receive the award or payment in connection therewith; provided, however Tenant shall have the right to interpose and prosecute in any

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condemnation proceedings claims for the value of the Solar Facility and all other improvements installed in or made to the Leased Premises by Tenant, Tenant's costs of moving, and Tenant's loss of business by reason of such Taking.

15.2. ISA Cooperation. Notwithstanding anything to the contrary contained herein, Landlord shall reasonably cooperate with Tenant in connection with the execution of the Interconnection Services Agreement between Potomac Electric Power Company and Tenant and Landlord shall provide any reasonable consents required to be given by Landlord in connection therewith.

16. Damage and Destruction.

16.1. In the event the Building is materially damaged as a result of a casualty event, and Landlord, or any tenant of the Building (not including Tenant) shall have a right to terminate any lease for the Building, then Landlord shall have the right to terminate this Lease, effective as of the date of casualty, upon delivery of written notice to Tenant. If Landlord does not terminate this Lease, Landlord shall repair and restore the Building with reasonable promptness provided Landlord has received sufficient insurance proceeds to pay for such repairs and restoration. In the event of a termination of the Lease, Landlord and Tenant will also reasonably cooperate to attempt to find an alternative location for the Solar Facilities and Equipment that is suitable for Tenant's purposes, either on the Property or on other property owned or controlled by Landlord or an affiliate of Landlord, but Landlord makes no representation and does not provide any assurance that any such alternative location can be found or will be available and Landlord shall have no obligation to provide Tenant with such alternative location. Landlord and Tenant agree that the inability to locate or agree on an alternative location will not affect the parties' other rights and obligations under this Lease, if any, that survived termination of this Lease.

17. Miscellaneous.

17.1. Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Property and Building and in this Lease without Tenant's consent, and Tenant agrees that in the event of any such transfer and written notice thereof to Tenant, Landlord shall be released from all remaining liability under this Lease provided that such transferee of Landlord assumes all of Landlord's obligations and covenants under this Lease, in writing, as of the date of such assignment or transfer, in which case Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer. Landlord agrees that in the event Landlord transfers ownership of the Building Landlord shall assign its rights and obligations hereunder to such acquirer of the Building.

17.2. Limitation of Landlord's Liability. Landlord shall be liable only for breaches of Landlord's obligations occurring while Landlord is owner of the fee of which the Property are a part (provided, however, that if Landlord shall ever sell and lease-back such fee, or the ground thereof or the improvements thereon, then "fee" shall, in such event, be deemed to mean Landlord's leasehold interest). Tenant (and all persons claiming by, through or under Tenant) agrees to look solely to Landlord's interest from time to time in the Property (including

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the uncollected rents, issues, profits, and proceeds thereof, subject to the superior rights of mortgagees therein) for satisfaction of any claim or recovery of any judgment from Landlord; it being agreed that neither Landlord nor Landlord Parties shall ever be personally or individually liable for any claim or judgment, or otherwise, to Tenant (or such persons). Except as expressly set forth herein, neither party shall be liable to the other party for indirect or consequential damages.

17.3. Brokers. Except as otherwise provided in Section 3.4 (with payments due under the referenced fee agreement being the responsibility of Tenant), each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all Claims with respect to any commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any broker or agent. The terms of this Section shall survive the expiration or earlier termination of the Term of this Lease.

17.4. Notice from One Party to the Other. All notices, consents, approvals and the like shall be in writing and shall be delivered in hand by any courier service providing receipts, by a nationally recognized overnight courier providing receipts, or mailed by certified mail addressed to Landlord or Tenant as set forth below. Notices may be given by electronic mail, provided that written notice using one of the other approved methods set forth herein follows within one (1) business day thereafter. If requested, Tenant shall deliver copies of all notices in like manner to Landlord's mortgagees and other persons having a relationship to the Property at such address as designated from time to time by Landlord or such mortgagee. Any notice so addressed shall be deemed duly given on the second business day following the day of mailing if so mailed by registered or certified mail, return receipt requested, whether or not accepted, or if by hand or by overnight courier upon actual receipt by any person reasonably appearing to be an agent or employee working in the executive offices of the addressee.

If to Tenant:

c/o Summit Ridge Energy, LLC
1515 Wilson Blvd.
Arlington, VA 22209
Attn: Mr. Stephen J. Raeder II, Chief Executive Officer
Email: sraeder@srenergy.com

If to Landlord:

Link Industrial Properties
3100 Bristol Street, Suite 220
Costa Mesa, CA 92626
Attn: Joseph W. Finnigan
Email: jfinnigan@linkip.com

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with a copies to:

Revantage Corporate Services
222 South Riverside Plaza
Suite 2000
Chicago, IL 60606
Attn: Eric Gaertner
Email: egaertner@revantage.com

and

Sherin and Lodgen LLP
101 Federal Street
Boston, Massachusetts 02110
Attn: Douglas M. Henry, Esquire
Email: DMHenry@sherin.com

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with Section 17.4 of this Lease. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

17.5. Governing Law. This Lease shall be governed by and construed under the laws of the state in which the Building is located.

17.6. Attorneys' Fees. In any action to enforce the terms of this Lease, including any suit by Landlord for the recovery of the Rent or other rents or sums payable by Tenant under this Lease, or possession of the Leased Premises, the non-prevailing party shall pay the prevailing party a reasonable sum for outside attorneys' fees in such suit, including on appeal.

17.7. Partial Invalidity. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

17.8. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.

17.9. Memorandum of Lease. Tenant shall have the right, at Tenant's sole cost and expense, to record in the land records of Hudson County, New Jersey, or any other suitable

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place, a Memorandum of Lease in the form attached hereto as **Schedule "D"** and any amendments thereafter, and Landlord agrees that upon Tenant's request, Landlord shall properly execute and notarize such Memorandum of Lease. Contemporaneous with the execution of the Memorandum of Lease, Tenant shall execute and deliver to Landlord a Termination of Memorandum of Lease in the form attached hereto as **Schedule "E"**. Landlord is authorized to record such Termination of Memorandum of Lease upon the expiration of this Lease (subject to any options in favor of Tenant to extend or renew the Term) or upon the earlier termination of this Lease (subject to applicable notice and cure rights in favor of Tenant), except if such termination is due to Landlord's default hereunder. Notwithstanding anything to the contrary contained herein, in the event Landlord records the Termination of Memorandum of Lease prior to the expiration or earlier termination of this Lease, it shall be an Event of Default for which Tenant's damages shall not be limited or capped as otherwise set forth herein.

17.10. Entry by Landlord. Landlord reserves the right at all reasonable times and upon reasonable notice to Tenant (except in the case of an Emergency) to enter the Leased Premises to (i) inspect them; or (ii) to alter, improve or repair the Leased Premises or the Building (but not the Solar Facilities), or for structural alterations, repairs or improvements to the Building or the Building's systems and equipment.

17.11. Entire Agreement. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease constitutes the parties' entire agreement with respect to the leasing of the Leased Premises and supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto.

17.12. Ownership of Environmental Attributes. Landlord acknowledges that Tenant or its affiliate or transferee is the exclusive owner of the Environmental Attributes and Environmental Incentives of and arising from the Solar Facilities. "**Environmental Attributes**" means the non-energy environmental and/or social characteristics, credits, benefits, reductions, offsets, and/or allowances, howsoever entitled, attributable to the Solar Facilities, including without limitation carbon trading credits, renewable credits, green tags, Green-e products, accelerated depreciation, tax incentives or benefits, any avoided emissions of substances to air, soil, or water, such as nitrous oxide (NOx), carbon monoxide (CO), mercury (Hg), carbon dioxide (CO2), methane (CH4),or other greenhouse gases (GHGs) designated by the United Nations Intergovernmental Panel on Climate Change, and any other pollutant that is now or may be in the future regulated and tradable, whether or not such legislation, regulation or trading program is ever implemented. Environmental Attributes do not include any energy, capacity, reliability or other power attributes associated with the generation of electricity, or any liabilities associated with such generation, and do not include any tax credits, incentives or rebates which may accrue as a result of implementing the Solar Facilities. "**Environmental Incentives**" means: (i) (ii) grants or subsidies in support of renewable energy; (ii) emission reduction credits used for compliance with applicable laws or permits; and (iii) all other rebates, benefits, reductions, offsets, deductions,

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allowances or entitlements of any kind resulting from the Environmental Attributes or the installation and operation of the Solar Facilities. While not included in the definition of Environmental Incentives, Landlord acknowledges that Tenant or its affiliate or transferee is the exclusive Owner of any federal, state or local tax credits arising from the Solar Facilities.

17.13. Captions; Interpretation. The captions, section numbers, Article numbers and index appearing in this Lease in no way define, limit, construe or describe the scope or intent of such sections or Articles of this Lease. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either Landlord or Tenant, and should a court be called upon to interpret any provision hereof, no weight shall be given to, nor shall any construction or interpretation be influenced by, any presumption of this Lease by Landlord or Tenant (including, without limitation, construing any language against the party which drafted same).

17.14. Force Majeure. The period of time during which Landlord or Tenant is prevented or delayed in the performance of the making of any improvements or repairs or fulfilling any obligation required under this Lease due to delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, acts of God or the public enemy, governmental prohibitions or regulations, or inability or difficulty to obtain materials, or other causes beyond Landlord or Tenant's control, shall be added to Landlord or Tenant's time for performance thereof, and Landlord or Tenant shall have no liability by reason thereof, as applicable.

18. Representations and Warranties of Landlord. Landlord represents and warrants to Tenant as follows:

18.1. No Other Agreements. Other than the Reserve Areas, Landlord has not leased or granted any other rights to the Leased Premises.

18.2. Full Power and Authority. Landlord has lawful title to and is the fee owner of the Property, Building and Leased Premises and has the full power and authority to enter into this Lease.

19. Tenant's Representations and Warranties. Tenant represents to Landlord that Tenant has full power and authority to enter into this Lease in accordance with its terms, and that this Lease is a valid and binding obligation of Tenant, enforceable against Tenant pursuant to its terms, and the execution of this Lease shall not constitute a breach or default of any other agreement to which Tenant or its Affiliate is a party.

20. Confidentiality. Landlord and Tenant shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Lease, unless such information (i) is in the public domain by reason of prior publication through no act or omission of the disclosing party; (ii) was already known to the disclosing party at the time of disclosure and which the disclosing party is free to use or disclose without breach of any obligation to any person or entity; or (iii) as required by a regulatory authority in connection with any regulatory proceedings governing Tenant or Landlord. Notwithstanding the foregoing, the parties

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hereto may disclose such information to such party's lenders; such party's attorneys, accountants and other personal financial advisors solely for use in connection with their representation of such party regarding this Lease; any prospective purchaser of the Building; any potential assignee, transferee or purchaser of Tenant's interest in the Leased Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided in making such disclosure the disclosing party advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by the non-disclosing party. The provisions of this Section 20 shall survive the termination or expiration of this Lease for a period of one (1) year.

21. OFAC. Tenant hereby represents, warrants and certifies that: (i) neither it nor its officers, directors, or controlling owners is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specifically Designated National or Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control ("SDN"); (ii) neither it nor its officers, directors or controlling owners is engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation; and (iii) neither it nor its officers, directors or controlling owners is in violation of Presidential Executive Order 13224, the USA PATRIOT Act, (Public Law 107-56), the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto. If the foregoing representations are untrue at any time during the Term, an Event of Default will be deemed to have occurred, without the necessity of notice to Tenant. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

22. Purchase Option. Subject to the rights of any Financing Party, at the end of the Term Landlord shall have the option, but not the obligation, to purchase the Solar Facilities at the Fair Market Value of the Solar Facilities at that time. Upon Tenant's receipt of the Fair Market Value payment, Tenant will transfer the title to the Solar Facilities to Landlord, free and clear of any liens and encumbrances, and without warranties of any kind except as to title. The remaining period on all third-party warranties for the Solar Facilities (if any), to the extent transferable, will be transferred from Tenant to Landlord at no cost or expense to Tenant. As used herein, "Fair Market Value" means the price that a willing third-party buyer would pay for the Solar Facilities in an arm's-length transaction to a willing seller under no compulsion to sell. If Landlord and Tenant are unable to reasonably agree on the Fair Market Value within fifteen (15) business days after receipt of Landlord's notice of its intent to pay the Fair Market Value, Tenant shall appoint an independent appraiser (reasonably acceptable to Landlord) to determine the Fair Market Value of the Solar Facilities, and such determination shall be final, binding and conclusive. Tenant and Landlord shall share equally all costs associated with any such appraisal.

23. Schedules. The Schedules to this Lease are as follows:

Exhibit A	Legal Description

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Exhibit B	Rent Schedule
Schedule A	Rooftop, Parking Lot Area & Reserve Areas
Schedule A-1	Specifications of the Solar Facilities
Schedule A-2	Description of the Ground License Area
Schedule A-3	Description of the Cable License Area
Schedule A-4	Construction License Area
Schedule A-5	Ladder License
Schedule B	Commencement Date Certificate
Schedule C	Approved Plans and Specifications
Schedule D	Form of Memorandum of Lease
Schedule E	Form of Notice of Termination
Schedule F	Decommissioning Account

[Signatures follow on next page]

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

LANDLORD:

BRE ALPHA INDUSTRIAL NJ PROPERTY OWNER LLC, a Delaware limited liability company

DocuSigned by:

By: Sonya Huffman
Name: Sonya A. Huffman
Title: Vice President

TENANT:

SRE SOLAR ORIGINATION 2, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

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EXHIBIT A

Legal Description of Property

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Secaucus Town, County of Hudson and State of New Jersey, being more particularly described as follows:

A point formed by the intersection of the northerly line of New County Road with the easterly line of Castle Road, and running from said point the following 8 courses:

a) North 43 degrees 23 minutes 31 seconds West, 671.31 feet; thence

b) North 0 degrees 10 minutes 28 seconds West, 167.19 feet; thence

c) North 23 degrees 53 minutes 18 seconds West, 360.21 feet; thence

d) North 42 degrees 35 minutes West, 340.00 feet; thence

e) On a curve to the right having a radius of 573.70 feet with an arc of 240.31 feet; thence

f) North 18 degrees 35 minutes West, 360.00 feet; thence

g) North 8 degrees 35 minutes West, 1011.49 feet to a point; thence

h) North 37 degrees 44 minutes West, 423.20 feet to the point or place of BEGINNING; thence

i) North 37 degrees 44 minutes West 299.00 feet to a point; thence

j) North 35 degrees 26 minutes 36 seconds West, 301.75 feet to a point; thence

k) North 36 degrees 53 minutes 13 seconds West, 234.50 feet to a point; thence

l) North 55 degrees 41 minutes 38 seconds West, 448.05 feet to a point; thence

m) North 22 degrees 00 minutes West, 143.58 feet to a point; thence

n) North 17 degrees 00 minutes East, 141.50 feet to a point; thence

o) North 28 degrees 00 minutes West, 218.07 feet to a point;

p) South 52 degrees 26 minutes 10 seconds East 1604.83 feet to a point; thence

q) South 27 degrees 52 minutes 35 seconds East 32.82 feet to a point; thence

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r) South 39 degrees 00 minutes West, 483.28 feet to the point or place of BEGINNING.

Together with any interest in a specifically reserved easement known as the "Castle Road Right of Way" and more particularly described as follows:

A point formed by the intersection of the northerly line of New County Road with the easterly line of Castle Road, and running from said point the following 31 courses:

a) North 43 degrees 23 minutes 31 seconds West, 671.31 feet; thence

b) North 0 degrees 10 minutes 28 seconds West, 167.19 feet; thence

c) North 23 degrees 53 minutes 18 seconds West, 360.21 feet; thence

d) North 42 degrees 35 minutes West, 340.00 feet; thence

e) On a curve to the right having a radius of 573.70 feet with an arc of 240.31 feet; thence

f) North 18 degrees 35 minutes West 360.00 feet; thence

g) North 8 degrees 35 minutes West, 1011.49 feet to a point; thence

h) North 37 degrees 44 minutes West, 722.20 feet; thence

i) North 35 degrees 26 minutes 36 seconds West, 301.75 feet; thence

j) North 36 degrees 53 minutes 13 seconds West, 234.50 feet; thence

k) North 55 degrees 41 degrees 08 seconds West, 448.05 feet; thence

l) North 22 degrees 00 minutes West, 143.58 feet; thence

m) North 17 degrees 00 minutes East, 141.50 feet; thence

n) North 28 degrees 00 minutes West 218.07 feet; thence

o) North 52 degrees 26 minutes 10 seconds West 86.44 feet; thence

p) South 8 degrees 51 minutes 31 seconds East, 43.44 feet; thence

q) South 28 degrees 00 minutes East, 235.02 feet; thence

r) South 17 degrees 00 minutes West, 138.50 feet; thence

s) South 22 degrees 00 minutes East, 176.42 feet; thence

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t) South 55 degrees 41 minutes 38 seconds East, 454.92 feet; thence

u) South 36 degrees 53 minutes 13 seconds East, 225.59 feet; thence

v) South 35 degrees 26 minutes 36 seconds East, 302.11 feet; thence

w) South 37 degrees 44 minutes East, 708.16 feet; thence

x) South 8 degrees 35 minutes East, 999.96 feet; thence

y) South 18 degrees 35 minutes East, 368.68 feet; thence

z) On a curve to the left having a radius of 623.70 feet with an arc of 261.25 feet; thence

aa) South 42 degrees 35 minutes East, 331.77 feet; thence

bb) South 23 degrees 53 minutes 18 seconds East, 341.48 feet; thence

cc) South 0 degrees 10 minutes 28 seconds East, 162.17 feet; thence

dd) South 43 degrees 23 minutes 31 seconds East, 656.36 feet; thence

ee) North 81 degrees 24 minutes 31 seconds East, 60.90 feet; to the point of BEGINNING.

FOR INFORMATION PURPOSES ONLY:

BEING Known as Lot 2 HM and Lot 2T01, Block 10, on the Official Tax Map of Secaucus Town BEING commonly known as 1125 Castle Road, Secaucus, New Jersey

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EXHIBIT B

Rent Schedule

Lease Year	**Rent per kW DC**	**Proposed System Size**	**Monthly Rent**
1-20	$35/ kW DC	601 kW DC	$1,752.91

Notwithstanding the foregoing, the Rent hereunder is calculated based on an amount equal to Thirty Five and 00/100 Dollars ($35.00) per kW DC of projected capacity at the Solar Facility for years 1-20. As such, to the extent there are any changes to the system size between the Delivery Date and the Commercial Operation Date and completion of the Solar Facility (based on final, as-built stamped drawings), as reasonably determined by Tenant, the Rent shall be subject to a true-up mechanism to account for any such changes.

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SCHEDULE A

Rooftop, Parking Lot and Reserve Areas

This is a preliminary plan. The final plan to be mutually approved by Landlord and Tenant with necessary setbacks as reasonably agreed upon by Landlord and Tenant.

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SCHEDULE A-1

Specifications of the Solar Facilities

To be provided by Tenant to Landlord for Landlord's consent which consent shall not be unreasonably withheld, conditioned, or delayed.

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SCHEDULE A-2

Description of the Ground License Area

To be provided by Tenant to Landlord for Landlord's consent which consent shall not be unreasonably withheld, conditioned, or delayed.

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SCHEDULE A-3

Description of the Cable License Area

To be provided by Tenant to Landlord for Landlord's consent which consent shall not be unreasonably withheld, conditioned, or delayed.

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SCHEDULE A-4

Description of the Construction License Area

To be provided by Tenant to Landlord for Landlord's consent which consent shall not be unreasonably withheld, conditioned, or delayed.

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SCHEDULE A-5

Description of the Ladder License

To be provided by Tenant to Landlord for Landlord's consent which consent shall not be unreasonably withheld, conditioned, or delayed.

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SCHEDULE B

COMMENCEMENT DATE CERTIFICATE

Notice Contact Name
Company Name
Notice Street Address
City, State Zip Code

RE: Lease dated Date between Tenant & Landlord for Premises Address

Dear Salutation Notice Contact Last Name:

We would like to confirm the terms of the above referenced lease agreement:

Commercial Operation Date: Date
Expiration Date: Date

We are pleased to welcome you as a tenant of [Landlord] and look forward to working with you. Please indicate your agreement with the above information pertaining to the lease described above by signing and returning the enclosed copy of this letter to me. If I can be of service, please do not hesitate to contact me.

Sincerely,

Property Manager Name
Title

Accepted by: Accepted by Date: Date

By: _____

Printed: _____

Title: _____

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SCHEDULE C

Approved Plans and Specifications

To be provided by Tenant to Landlord for Landlord's consent which consent shall not be unreasonably withheld, conditioned, or delayed.

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SCHEDULE D

Form of Memorandum of Lease

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") made as of the ____ day of _____, 201_, by and between _____ ("Tenant"), and _____ ("Landlord").

1. Premises. Landlord and Tenant have entered into a lease ("Lease") dated _____, for the rooftop of the building ("Building") containing approximately _____ rentable square feet on that certain real property (the "Land") lying, being and situated in _____ County, _____, legally described on EXHIBIT "A" attached hereto (such Rooftop hereinafter referred to as the "Premises").

2. Term and Renewal Options. The term of the Lease is for _____ years. When the exact commencement and termination dates of the initial term of the Lease are determined, the parties agree to execute a recordable supplement to this Memorandum which will set forth such dates.

3. Incorporation of Lease. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

4. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

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Signed, sealed and delivered in the presence of.

LANDLORD:

_____

By:_____

_____

(Name – Please print)

_____

(Name – Please print)

TENANT:

By:_____

_____

(Name – Please print)

_____

(Name – Please print)

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STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____ _____, 20__ by _____, as _____ of _____, on behalf of the corporation. He/She is personally known to me [or has produced _____ as identification].

_____
(SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT)

_____
(Name of acknowledger, typed, printed or stamped)

_____
(Title or rank (serial number, if any))

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ _____, 20__ by _____, as _____ of _____, on behalf of the corporation. He/She is personally known to me [or has produced _____ as identification].

_____
(SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT)

_____
(Name of acknowledger, typed, printed or stamped)

_____
(Title or rank (serial number, if any))

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SCHEDULE E

FORM OF NOTICE OF TERMINATION

WHEN RECORDED, MAIL TO:

_____
_____
_____
_____

MEMORANDUM OF TERMINATION OF LEASE

This Memorandum of Termination of Lease is executed by and between _____, a _____ ("Landlord"), and _____, a _____ ("Tenant"), pursuant to which Landlord and Tenant have terminated the below described Lease for the Property described on Exhibit A hereto:

Date of Lease: _____

Description of Property: _____, as more particularly described on Exhibit A attached hereto.

Commencement Date: _____

Memorandum of Lease: Filed for record on _____, and recorded in Volume _____, Page _____, of the Deed Records of _____ County, _____.

Lease Termination Date: _____, 20__.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Termination of Lease to provide notice that, as of the Lease Termination Date set forth above, the Lease and the recorded Memorandum of Lease have been fully and finally terminated. Execution hereof may be in separate counterparts, each of which shall constitute an original but all of which together shall constitute but one and the same Memorandum of Termination of Lease.

TENANT:

_____

By:_____
Name:_____
Title:_____
Date:_____, 20__.

LANDLORD:

_____.

By:_____
Name:_____
Title:_____

Date:_____, 20__.

DocuSign Envelope ID: ED3C4B89-E202-4AB1-A4E6-EB4E004AFFEC

STATE OF _____ **§**
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____ 20__, by _____, _____ of _____, a _____, on behalf of said _____.

_____
Notary Public in and for the
State of _____

Name: _____
My Commission Expires: _____

STATE OF _____ **§**
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____ 20__, by _____, _____ of _____, a _____, on behalf of said _____.

_____
Notary Public in and for the
State of _____

Name: _____
My Commission Expires: _____

DocuSign Envelope ID: ED3C4B89-E202-4AB1-A4E6-EB4E004AFFEC

SCHEDULE F

Decommissioning Account
($0.02 per Watt per year for last five (5) years of Term)

Required Deposit Timing	Required Deposit Amount
16st anniversary of COD	$0.02 per Watt
17nd anniversary of COD	$0.02 per Watt
18rd anniversary of COD	$0.02 per Watt
19th anniversary of COD	$0.02 per Watt
20th anniversary of COD	$0.02 per Watt