SOLAR LEASE AGREEMENT

This Solar Lease Agreement (this "Lease") is entered into on this ___ day of _____, 2020, (the "Commencement Date"), by and between the **Town of Manlius,** a New York municipal corporation ("Landlord" or the "Town"), and [**Abundant Solar Power (__)) LLC]** ("Tenant"), and together with Landlord, each a "Party" and collectively, the "Parties".

Recitals

WHEREAS, the Town expressed interest to the CNY Regional Planning and Development Board (RPDB) to participate in the Municipal Collaborative Solar Procurement Project (aka Solarize NY Initiative) that was funded through NYSERDA PON 2672; and

WHEREAS, the purpose of the Solarize CNY Initiative is to provide technical support to the Town in evaluating the feasibility of installing solar energy systems for municipal buildings, facilities, and to leverage economies of scale through the collective purchasing power of multiple municipalities in CNY in order to reduce project costs; and

WHEREAS, the Town owns certain real property located at 5701 Bowman Road in Town of Manlius, County of Onondaga, Tax Parcel No. 074.-01-06.1 (the "Property"), as described in **Exhibit "A"** attached hereto, which Property is approximately 59 acres and contains a closed surface landfill; and

WHEREAS, the Town has negotiated with Abundant Solar Power Inc., the direct owner of the Tenant and the developer selected by the CNY RPDB, to develop a mutually beneficial agreement to locate a 4.0 MWac community solar array on a portion of the Property containing approximately 13.6 acres.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, Tenant and Landlord hereby agree as follows:

1. Premises.

1.1 The Premises. Landlord, for and in consideration of the covenants and agreements on the part of Tenant contained in this Lease, does hereby lease unto Tenant, and Tenant does hereby take from Landlord, upon and subject to the conditions hereinafter expressed, a certain portion of the Property referred to as the "Lease Area," as more particularly described in **Exhibit "A"** and preliminarily depicted in Exhibit **"A-1"**, each attached hereto and incorporated herein, for the sole and exclusive purpose of conducting due diligence activities, designing, financing, constructing, installing, owning, operating, maintaining, repairing, replacing and removing the System (as defined in Section 2 hereof). In addition to the foregoing, Landlord hereby grants Tenant a license across the Property to the proposed interconnection point with the regulated electric local distribution company (the "LDC") that provides electric distribution service to the Town. Tenant shall provide Landlord notice of the LDC's grant of an Interconnection Permit (defined in Section 3.3) when the exact location for installation of cable necessary to support the System is known. Landlord hereby grants to Tenant a non-exclusive

easement or easements on, over, across, under and through the Property as necessary to allow Tenant to install and maintain its cables and related equipment as required by the Interconnection Permit and any other utility easements reasonably required in connection with the Permitted Uses (defined below) (the "Easement Areas"). Upon Tenant providing notice to Landlord of the final Easement Areas, the Parties shall execute a separate stand-alone non-exclusive easement or easements reflecting the final Easement Areas and otherwise being satisfactory to Tenant (the "Easements"), at which time the license provided above shall terminate. The Lease Area and the area subject to the license or the subsequent Easement Areas are referred to herein, collectively, as the "Premises." The Parties agree to amend **Exhibit "A"** upon Landlord's grant of the easements referenced above, which revised **Exhibit "A"** shall replace the initial Exhibit A attached to this Lease as of the Commencement Date and be incorporated into this Lease. With respect to each Easement, (a) the term shall not exceed the Term of this Lease, (b) to the extent permitted by applicable federal, state and local laws, such Easement shall be appurtenant to the Lease Area and shall run with and benefit the Lease Area and inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns, (c) no act or failure to act on the part of Tenant shall be deemed to constitute an abandonment, surrender or termination thereof, except (i) upon recordation by Tenant of a quitclaim deed specifically conveying the Easement back to Landlord or (ii) the termination of this Lease pursuant to its terms, (d) non-use of the Easement shall not prevent the future use of the entire scope thereof, and (e) no use of or improvement to the Lease Area or any lands benefited by the Easement, and no assignment or sublease hereof or thereof, shall, separately or in the aggregate, constitute an overburdening of the Easement.

1.2 Right of Access. Landlord further grants to Tenant, during the period commencing on the Commencement Date of this Lease and ending upon the Termination Date or such additional time as required to remove the System and restore the Premises, as set forth in Section 16:

(a) A non-exclusive right of access to the Lease Area across or through the surrounding or adjacent area owned or leased by Landlord which is necessary or convenient to gain access to the System;

(b) The exclusive use of, and right to develop, design, install and operate, the System within the Lease Area, and the exclusive right to maintain, repair and replace the System throughout the Term of this Lease;

(c) A right of access for the installation, operation and maintenance of electric lines necessary to interconnect the System to the LDC's system, whether through the area subject to the aforesaid license or the Easement Area; and

(d) The exclusive right to receive sunlight ("Insolation") at the Lease Area (the "Solar Easement") during every hour of each day that sunlight could be received by the System, under which Tenant shall have the right to capture, use and convert the unobstructed solar resources on the Premises which shall extend horizontally three hundred sixty degrees (360°) across the entire Property, together extending vertically through all space located above the surface of the Property, that is one hundred eighty degrees (180°) or such greater numbers of degrees as may be necessary to extend

from each point on and along a line drawn along the surface of the ground and from each point along the exterior boundary of the Property. Landlord shall not permit any vegetation, structures or other objects on the Property to obstruct the passage of sunlight on or to the Lease Area. To the extent that it has the authority to do so, Landlord shall not permit any abutter to the Property, including other lands owned by Landlord, from constructing or obstructing the passage of sunlight on or to the Lease Area. This grant of Solar Easement shall run with the terms of this Lease and is not terminable by Landlord or its successor-in-interest so long as this Lease is in effect.

The preliminary locations of such access areas are set forth on Exhibit "A-1" attached hereto and such exhibit will be supplemented prior to the start of construction of the System.

1.3 Condition of Premises/Leased Area. Landlord represents to Tenant that, to the best of Landlord's knowledge, there are no covenants, restrictions, rights of way, easements or other encumbrances on the Premises or Leased Area which will prevent the Tenant's right of access and use of the Premises or Leased Area for the purposes described herein. Given that the Premises consist, all or in part, of land associated with a former landfill (the "Landfill Area"), Landlord further represents that at the time of the commencement of construction of the System the Landfill Area will be in compliance with all applicable federal, state and local laws, regulations, bylaws, codes and other legal requirements applicable to the Landfill Area and Landlord shall provide documentation of same which it has in its possession as reasonably requested by Tenant. During the Due Diligence Period (defined below) Tenant will review the condition of Landlord's title to the Premises, including any recorded rights of way and easements, and investigate the status of any existing permits that are associated with the Landfill Area. In the event that there exist other uses or covenants, conditions or restrictions affecting the Premises that prevent Tenant from its right of access and use of the Premises, or in the event that there are any violations or evidence of non-compliance with any applicable governmental permits or licenses for the Landfill Area, Tenant may terminate this Lease in accordance with the Early Termination provisions of Section 3.3. Tenant shall not be liable for any conditions on the Premises arising from or related to acts or omissions occurring prior to the Commencement Date, including conditions related to any Hazardous Materials.

1.4 Utilities. Tenant shall be solely responsible for providing, and paying for, all electrical and other utilities of sufficient capacity to serve Tenant's use of the Premises, which shall be installed in accordance with the reasonable requirements of Landlord and in a manner that avoids unnecessary interference to other activities on the Easement Premises in the reasonable judgment of Landlord.

1.5 Remaining Property. The Property, excepting the Lease Area, is referred to as the "Remaining Property," which, subject to Sections 7.3 and 7.4 hereof, is solely within the rights and discretion of the Landlord for any purpose the Landlord may deem appropriate.

2. Permitted Uses. Tenant shall use the Premises solely for the purpose of testing, designing, financing, constructing, installing, owning, operating, maintaining, repairing, replacing and removing a solar photovoltaic system with a nameplate capacity of 4.0 MW ac on the Premises, together with any and all solar arrays and all necessary associated inverters, wiring, metering, and other equipment and appurtenances related thereto (the "System") as Tenant

deems necessary for the design, installation, operation and maintenance of the System or as required by any county, state or federal agency or department for the operation of a photovoltaic generation system (the "Permitted Uses"). The Permitted Uses shall also include the right to test, survey and check title on the Property and perform any other acts necessary to the successful and secure operation of the System, as determined by Tenant in its sole discretion. Tenant's use of the Premises shall at all times conform to all applicable federal, state and local laws, regulations, bylaws, codes and other legal requirements (the "Governmental Requirements"). Absent written approval by the Landlord, Tenant shall not use the Premises for any use other than as set forth herein.

3. Term.

3.1 Initial Term. The initial term of this Lease ("Initial Term") shall commence upon execution of this Agreement, which shall be deemed the Commencement Date hereof and, unless terminated pursuant to the Early Termination provisions of Section 3.3 or as otherwise allowed by this Lease, shall terminate on the last day of the month after the twenty-fifth (25th) annual anniversary of the commencement of Commercial Operation of the System (the "Termination Date"). Commercial Operation is defined as the date upon which a power purchasing utility or other entity first receives and purchases power produced by the System, excluding electric energy delivered to the electric grid in connection with testing, start-up or commissioning of the System. Tenant shall promptly provide Landlord written notice of the date Commercial Operation is achieved (the "Commercial Operation Date").

3.2 Extension Term. Tenant shall have the right, to be exercised at least sixty (60) days prior to the expiration of the Initial Term, to extend the term of this Lease for two additional (5) year periods (the "Extension Term"), on the same terms and conditions set forth herein. The Initial Term, and the Extension Terms, if permitted and exercised, shall be referred to, together, as the "Term." The term "Lease Year" means a period of one (1) year commencing on the Commercial Operation Date (or the anniversary thereof) and ending on each subsequent annual anniversary date thereof.

3.3 Early Termination. The Parties hereby acknowledge and agree that Tenant's obligations under this Lease are contingent on Tenant 1) completing, to Tenant's satisfaction, certain due diligence as to title, survey, topographical, environmental, wetlands delineations and surveying, soil conditions and availability of utilities, sewer use and water supply, the overall regulatory framework governing the Premises and the System, including zoning and any other land use requirements; 2) obtaining, in Tenant's sole discretion, any and all required financing for the design, construction, installation, operation and management of the System including but not limited to financing that may be associated with certain PILOT payments, tax credits and/or financial incentives contained in either state or federal law; 3) obtaining any and all required permits, including, without limitation, (a) a permit from the LDC to connect the System to the LDC (the "Interconnection Permit"), (b) obtaining, with Landlord's cooperation, all approvals from the New York State Department of Environmental Conservation ("DEC") necessary to authorize construction of the System on the landfill, including, if necessary, amendments to the Post-Closure Plan and/or Site Management Plan for the landfill, and (c) any other federal, state, or local permits or approvals necessary to construct and operate the System on the Premises (all such

permits and approvals being referred to as the "Governmental Approvals"), and on Tenant inspecting the Premises to determine if they are suitable for the Permitted Uses, in Tenant's sole discretion; and 4) purchasing the necessary equipment required for the System from a manufacturer of solar photovoltaic systems and equipment. Tenant shall have a period commencing on the Commencement Date through and including the Commercial Operation Date, or as otherwise agreed to by the Landlord and Tenant in writing (the "Due Diligence Period") to conduct its continued due diligence as described herein, obtain the financing Tenant reasonably determines is required for the System, obtain such Governmental Approvals and conduct all inspections of the Premises, and to purchase the necessary equipment required for the System, provided that Tenant shall have procured the insurance required under Section 12 prior to entering the Property. If Tenant is unable to obtain sufficient financing (as described above), obtain the Governmental Approvals, or purchase the necessary equipment despite its diligent efforts, or reasonably determines that the Premises are not suitable for Tenant's intended use, or reasonably determines that the Premises, or the Tenant's use of the Premises for the System, are not in conformance with any of the Governmental Requirements, or reasonably determines that any of the Governmental Requirements will cause the Project to be no longer economically viable, Tenant may terminate this Lease, without recourse to the Parties, by delivering written notice to Landlord, in which event this Lease shall terminate and be null and void, except for those provisions that are stated to survive the expiration or earlier termination of this Lease. Upon Tenant's termination of this Lease, Tenant shall restore the Premises consistent with Sections 5.11 and 16 herein.

3.4 Holdover. If Tenant or any party claiming by, through or under Tenant, retains possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes (i) an Event of Default under the Lease, or (ii) a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or (iii) the creation of a tenancy-at-sufferance, in any case upon the terms and conditions set forth in this Lease. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. The provisions of this Section 3.4 shall not constitute a waiver by Landlord of any right of re-entry as set forth in this Lease; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of Landlord's right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

4. Rent.

4.1 Rent. Beginning on the Commercial Operation Date, Tenant shall pay Landlord without notice or demand therefore and without any deduction or set-off whatsoever, except as expressly otherwise provided herein, Base Rent and taxes as such terms are defined below, in yearly installments.

4.2 Base Rent and Taxes.

(a) Tenant shall pay a base rent for each Lease Year in the amount set forth for such Lease Year on Exhibit B (the "Base Rent"). Base Rent shall be

paid in quarterly installments, with the first payment due and payable on the Commercial Operation Date.

(b) The Parties acknowledge that Landlord, as a municipal corporation of New York State, or not-for-profit organization validly organized under New York State law, is exempt from the assessment of, and obligation to pay real property taxes, ad valorem levies or special assessments ("Property Taxes") for property owned by such municipal corporation or not-for-profit corporation and used for public or not-for-profit purposes, respectively. To the extent that the installation of the System on the Premises results in any Property Taxes being assessed against the Premises or the System, Tenant shall solely be responsible for the payment of all such Property Taxes, whether as a direct payment to the relevant taxing jurisdiction(s) or as a reimbursement to Landlord. If Tenant fails to pay such Property Taxes when same become due and payable, then, in addition to the Landlord's other rights and remedies, the Landlord shall have the right to pay such Taxes, and Seller shall indemnify and reimburse Landlord for the cost thereof within thirty (30) days of receipt of written demand from Landlord with respect to such payment.

(c) If Tenant's installation of the System on the Premises results in any Property Taxes being assessed against the Premises or the System, Tenant may negotiate, at Tenant's sole cost and expense, payments in lieu of real property taxes in accordance with a payment in lieu of taxes agreement ("PILOT") with one or more taxing jurisdictions assessing the Premises or the System. If Tenant cannot negotiate a PILOT satisfactory to Tenant in its sole discretion, Tenant may terminate the Lease in accordance with Section 3.3 hereof.

4.3 Governmental Charges. Tenant shall pay or cause to be paid all of the following, if applicable: utilities of every kind or nature provided to the Lease Area, or reasonably attributable to Tenant's use of the Easement Premises. Landlord shall cause to be paid all charges, excises, levies, license and permit fees and all other governmental charges of any kind and nature which during the Term may be assessed, levied, imposed upon or become due with respect to, or become a lien on, the Premises or the leasehold, or any part thereof, or any appurtenance thereto ("Governmental Charges").

4.4 General Rent Provisions. All Rent and other payments required to be made by Tenant to Landlord under this Lease shall be paid by check made payable to "Town of Manlius" and delivered to Landlord at the address set forth below, or at such other place as Landlord may from time to time direct by written notice to Tenant.

4.5 Interest. All payments becoming due under this Lease and not paid within ten (10) days of the date due or upon written demand as required herein shall bear interest from the applicable due date until received by Landlord at an annual rate equal to the prime rate of interest charged by Bank of America or its successor or similar entity, as published in the Wall Street Journal for the applicable due date, plus two percent (2%).

5. System Construction, Installation and Operation.

5.1 Installation Work. Landlord hereby consents to the construction of the System by Tenant on the Premises ("Installation Work") in accordance with this Lease, including, without limitation, grading and required leveling, pouring foundations and other substructure as required for the Installation Work, the installation of solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment, utility interconnections, storage buildings, security offices, electrical equipment shelters and security fencing. Landlord acknowledges that the installation of all or a portion of the System will require physically mounting and adhering the System to the ground and consents to such mounting or adhering, as applicable, consistent with all applicable Governmental Requirements.

5.2 Appurtenant Rights. Tenant shall also have the right from time to time during the term hereof in connection with this Lease, to: (a) maintain, clean, repair, replace and dispose of part or all of the System; to add to or remove (if this Lease has terminated or as otherwise allowed by this Lease or required under applicable Governmental Requirements) the System or any part thereof; and (c) perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Tenant, to use the Premises for the Permitted Uses or carry out the activities set forth in this Section 5, including but not limited to, trimming or clearing brush, limbs, branches or foliage on the Lease Area or Property.

5.3 Access to and Use of Leased Premises. Tenant shall have access to the Premises twenty-four (24) hours, seven (7) days a week for the purpose of performing the Installation Work, providing utilities to the Premises, and using the Premises for the Permitted Uses and any other uses incidental thereto. To the extent requested by Tenant and reasonably necessary for the performance of the Installation Work, Landlord shall provide necessary space for the temporary storage of parts and supplies on the Premises or portions of the Property adjacent thereto, as reasonably agreed to by the Parties. Tenant shall perform the Installation Work and ongoing repair and maintenance in a manner that minimizes inconvenience to Landlord's use of the Remaining Property to the extent commercially practical. Tenant shall inform Landlord of Tenant's construction schedule at least five (5) business days prior to commencement of Installation Work.

5.4 Site Restoration. Tenant may make such modifications to the Premises as reasonably required or convenient to perform the Installation Work or ongoing maintenance, including, without limitation, running wires and conduits from the System to the electrical panels and other areas on the Premises, provided that Tenant shall maintain the Premises in good condition and repair and shall restore the Premises to substantially the same condition as existed immediately prior to such modifications (other than the improvements and modifications made in connection with the System).

5.5 As-Built Plans. Subsequent to the completion of the Installation Work, Tenant shall provide Landlord with "as-built" drawings setting forth in detail the location of all components of the System ("As-Built Plans"). All repairs or replacements to the System shall meet all applicable Governmental Requirements.

5.6 Project Milestone Schedule. The project milestones Tenant anticipates achieving within the first two (2) years of the Initial Term are listed on Exhibit C attached hereto. The parties expressly agree that the System shall achieve the notice to proceed with financing ("Notice to Proceed") no later than two (2) years after execution of this Agreement, provided, however, that such time period shall be extended as a result of any *force majeure* event or any other delay caused by circumstances outside of the Tenant's control.

5.7 Construction Standards. Any and all improvements to be constructed, erected or maintained on or at the Premises shall be constructed, erected and maintained in good and workmanlike manner, and in accordance with local building permits. Tenant's construction, operation, use and maintenance of the System and any and all other improvements on or at the Premises shall at all times comply with all applicable Governmental Requirements. Tenant will be responsible for obtaining and maintaining, at its sole cost and expense, all approvals, and permits necessary for the construction of the System and any and all other improvements on or at the Premises.

5.8 Construction Costs. Tenant will pay all costs and expenses incurred in connection with the construction, maintenance and operation of the System and any and all related improvements on or at the Premises, including utility connections and the cost of electricity and other utilities the Tenant consumes in its construction, maintenance and operational activities at the rate charged by the servicing utility company, for which Tenant will make payments directly to said company. Tenant shall repair, at its sole cost and expense, any damage caused to the Property as a result of any act or omission of Tenant or its employees, agents, contractors, or invitees.

5.9 Mechanics Liens. Tenant shall use commercially reasonable efforts to not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and shall cause any such lien to be released of record without cost to the Landlord within forty-five (45) days after Tenant receives notice of filing of same. In connection with the foregoing, Tenant agrees to indemnify, save, defend, and hold harmless the Landlord against, of and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

5.10 Insurance for Tenant's Work. During the performance of the Installation Work or other work done on or to the Premises, Tenant shall have and maintain in force public liability and property insurance, builder's risk insurance covering Landlord, and workmen's compensation insurance affording applicable statutory coverage and containing statutory limits, all in compliance with the provisions of Section 12.

5.11 Removal Bond/Security. Tenant shall be responsible for removal of the System and other improvements made to or structures placed on the Premises by or on behalf of Tenant; provided, however, that Tenant shall have no obligation to remove any road or utility installations installed upon the Premises. Before Tenant commences the Installation Work, Tenant shall provide Landlord with an estimate from an independent third party engineer reasonably approved by Landlord and Tenant (and paid for by Tenant) establishing the cost

required to remove the System from the Premises and to repair any damage caused to the Premises from such removal. No later than the Commercial Operation Date, Tenant shall provide Landlord with a bond in the amount established by the engineer in favor of Landlord from a bond company authorized to issue such bonds in the State of New York and reasonably satisfactory to Landlord (the "Removal Bond") to secure the removal of the System at the expiration or earlier termination of the Lease, to pay for any costs for repairs to the Premises caused as a result of such removal, and to restore the Premises to the condition in which they are required to be maintained if Tenant fails to do the same. The Removal Bond shall be maintained during the Term of this Lease, and the amount of said bond shall be recalculated by Tenant at least every five (5) years and adjusted accordingly based upon the updated costs of removal of the System. Tenant shall provide such calculations to Landlord for its review. The Removal Bond shall not be cancelled, materially changed, or reduced without first giving written notice to Landlord and Tenant at least thirty (30) days in advance and obtaining Landlord's prior written consent.

5.12 Safety. During construction of the System or any parts thereof or other improvements to the Premises, Tenant shall install such commercially reasonable safety devices as may be necessary to ensure the safety of Landlord's personnel on the Property, persons on the Premises, the Remaining Property, adjacent property owners and their property, and the general public with respect to their activities at the Property.

6. System and Output Ownership.

6.1 Ownership of System. Landlord acknowledges and agrees that Tenant or one of its affiliates with the financial and technical expertise capable of fulfilling this Lease is the exclusive owner and operator of the System, that all alterations, additions, improvements, installations or equipment used in connection with the installation, operation or maintenance of the System or comprising the System is, and shall remain, the personal property of Tenant and shall not become fixtures, notwithstanding the manner in which such System is or may be affixed to any real property of Landlord and neither Landlord nor any affiliate, lender or successor in- interest of Landlord shall have any right, title or interest in the System or any component thereof, notwithstanding that the System may be physically mounted or adhered to the Premises or structures, buildings and fixtures on the Premises. Landlord shall have no development or other interest in the System or other equipment or personal property of Tenant installed on the Premises (regardless whether such personal property is affixed to any real property), and Tenant may remove all or any portion of the System at any time and from time to time in Tenant's sole discretion. Without limiting the generality of the foregoing, Landlord hereby waives any statutory or common law lien that it might otherwise have in or to the System or any portion thereof.

6.2 Ownership of Output. Landlord acknowledges that Tenant is the exclusive owner of electric energy generated by the System and owner of all environmental attributes, tax attributes and environmental incentives and other governmental benefit or incentive programs attributable to the System.

6.3 Security Interests in System. Except as otherwise provided herein and in the Lease, Landlord acknowledges and agrees that Tenant may grant or cause to be

granted to a lender or other project financing party, together with any Tax Investor (defined below), security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender and their respective representatives, purchasers, transferees, successors and assigns (any of the foregoing, a "Financing Party") a security interest in the System and Tenant's interest in this Lease, and Landlord expressly disclaims and waives any rights in the System at law or in equity pursuant to this Lease. Any security interest granted to a Financing Party shall be subordinate to the interest of the Landlord in the Premises and subject to the terms and conditions of this Lease.

(a) Rights & Obligations. A Financing Party may enforce its lien or other rights and acquire title to the System or Tenant's interest in this Lease (collectively, the "System Estate") in any lawful way, pending foreclosure of such lien or exercise of such other rights, any Financing Party may take possession of and operate the System Estate. Upon foreclosure of such lien by power of sale, judicial foreclosure or acquisition of the System Estate by deed in lieu of foreclosure, a Financing Party may, upon notice to Landlord, sell and assign the System Estate to a third party. No Financing Party shall have any obligation or liability under this Agreement prior to the time that such Financing Party or its designee succeeds to absolute title to Tenant's interest in this Agreement. Following and only following the acquisition of the System Estate by a Financing Party or its designee as set forth above, the Financing Party or other person acquiring title to the System Estate shall (i) within twenty (20) days of acquiring the System Estate, cure all defaults by Tenant hereunder that are capable of being cured; provided, however, if such defaults cannot be cured within the said twenty (20) day period, the cure period shall be extended for a reasonable period of time for the Financing Party or other person to cure such default as long as Financing Party or other person has commenced cure and is diligently pursuing the same; and (ii) assume and commence performance of all of Tenant's obligations under this Lease thereafter arising. Landlord agrees that no Financing Party shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Lease on the part of Tenant or shall have any obligation or liability to Landlord with respect to this Lease except to the extent any Financing Party has expressly assumed the obligations of Tenant hereunder pursuant to this Section 6.3.

(b) Notice. Tenant shall notify Landlord in writing of the name, address, and telephone and facsimile numbers of any such Financing Parties. When giving notice to Tenant of any default by Tenant under this Lease, Landlord shall also serve a copy of such notice upon each Financing Party at the same time.

(c) Right to Cure. Each Financing Party shall have the right (but not the obligation) to cure any default by Tenant (i) within thirty (30) days (or twenty (20) days in the case of payment default) after the later of the receipt of the notice referenced above or the expiration of Tenant's applicable cure period as provided herein or (ii) for a default other than a payment default, within such longer period as may reasonably be necessary to cure such default, if such default is not reasonably curable within 30 days after the expiration of Tenant's applicable cure period, provided that the cure is commenced within such 30-day period and thereafter

diligently continued to completion. Landlord shall accept such cure and performance as though the same had been done or performed by Tenant so long as such cure and performance is provided by such Financing Party or any agent on its behalf. Any Financing Party shall have the right to do any act or thing required to be performed by Tenant or any assignee under this Lease, and such act or thing performed by a Financing Party shall be effective to prevent a default under this Lease as if done by Tenant or the assignee itself. The time available to a Financing Party to cure any default by Tenant shall be extended by (i) such number of days as may be necessary for such Financing Party to obtain a receiver, or to initiate and complete foreclosure proceedings, if possession of the System is necessary to cure such default, and (ii) the number of days of delay occasioned by bankruptcy stay or other judicial restriction against such remedies or occasioned by other circumstances beyond such Financing Party's reasonable control.

(d) New Lease to Financing Party. If the Lease is rejected, disaffirmed or terminated as a result of any insolvency proceeding involving the Tenant, Landlord shall give prompt written notice thereof to each Financing Party. A Financing Party, its nominee or their purchaser, assignee or transferee, as the case may be, may, within thirty (30) days after the receipt of such written notice, certify in writing that it intends to perform the obligations of the Tenant arising after the date of such certification upon the terms and conditions of the Lease and to enter into a new lease. In such event, Landlord shall within thirty (30) days of receiving written request from a Financing Party, execute and deliver a new lease to such Financing Party, its nominee or to their purchaser, assignee or transferee, as the case may be, which new lease shall be effective as of the date of such rejection, disaffirmation, or termination, shall be for a term equal to or greater than the remainder of the Term of this Lease and shall be upon the same terms, covenants, conditions and agreements as contained in this Lease; and, until such time as such new lease is executed and delivered, such Financing Party may enter, use and enjoy the Property and conduct operations thereon as if this Lease were still in effect. This paragraph shall survive the rejection, disaffirmation or other termination of the Lease and shall continue in full force and effect thereafter to the same extent as if this paragraph were a separate and independent contract made by Landlord, Tenant and each Financing Party; provided that the relevant Financing Party shall cure all defaults of Tenant capable of being cured hereunder, simultaneously with the delivery of such new lease.

(e) Upon the receipt of a written request from Tenant or any Financing Party, Landlord shall, at Tenant's or such Financing Party's expense, execute or arrange for the delivery of such certificates, consents, estoppels, opinions, and other documents as may be reasonably necessary for Tenant to consummate any financing or refinancing and will enter into reasonable agreements with such Financing Party that provide that Landlord recognizes the rights of such Financing Party upon foreclosure or other exercise of rights by the Financing Party and such other provisions as may be reasonably requested by any such Financing Party.

7. Representations and Warranties, Covenants of Landlord.

7.1 Authorization; Enforceability. The execution and delivery by Landlord of, and the performance of its obligations under, this Lease have been duly authorized by all

necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Landlord or any valid order of any court, or regulatory agency or other body having authority or jurisdiction to which Landlord is subject. This Lease constitutes a legal and valid obligation of Landlord, enforceable against Landlord in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

7.2 Landlord's Title to Leased Premises. Landlord shall not sell, assign or otherwise alienate or encumber the Premises unless Landlord shall have given Tenant at least ninety (90) days' prior written notice thereof, which notice shall identify the transferee, the Premises to be so transferred and the proposed date of transfer. Landlord agrees that this Lease, Tenant's easement rights in the Easement Area and the Solar Easement shall run with the Premises and survive any transfer of any of the Premises. In furtherance of the foregoing, Landlord agrees that it shall cause any purchaser, tenant, assignee, mortgagee, pledgee or party to whom a lien has been granted to execute and deliver to Tenant a document pursuant to which such party acknowledges and consents to Tenant's rights in the Premises as set forth herein including, without limitation, an acknowledgement by the transferee that it has no interest in the System and shall not gain any interest in the System by virtue of Landlord's transfer.

7.3 No Interference With and Protection of System. Landlord will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage to, or impairment of the System, or otherwise adversely affecting the System or the operation thereof. Landlord shall not enter into any agreements, leases (including any renewals thereof), easement, or any other arrangements for rights to the Property that could affect the operations of the System or the Premises including the energy output of the System, without express written consent of Tenant. Tenant, at Tenant's sole expense, shall be solely responsible for implementing and maintaining reasonable and appropriate security measures to prevent unauthorized parties from accessing the Lease Area or the System, and to prevent any theft, vandalism or other actions that have a reasonable likelihood of causing damage to, or impairment of the System, or otherwise adversely affecting the System. Landlord covenants that it will cause any third party who now has or may in the future obtain an interest in the Premises including any lenders to Landlord, to execute and deliver a Subordination, Non-Disturbance, and Attornment Agreement (an "SNDA") with Tenant, providing that each such lien or interest is subordinate to this Lease, does not and shall not encumber the System or other interests of Tenant in the Premises under this Lease or any amendments thereto and extensions thereof, with the effect that in the event of any foreclosure, trustee's sale or conveyance in lieu of foreclosure or trustee's sale of such mortgagee's lien, (a) Tenant shall not be named as a defendant therein unless required to be named by applicable law, (b) Tenant's rights and interests under this Lease shall not be affected or impaired thereby, (c) this Lease shall continue in effect during the Term, and (d) Tenant shall recognize any acquirer of title to the Premises by any such process as Landlord hereunder so long as the transferee continues to hold such title.

~~7.4~~ Insolation. Landlord acknowledges and agrees that the Solar Easement granted pursuant to this Lease is essential to the value of the interest granted herein and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not

permit any interference with the absorption of solar radiation on the System ("Insolation") on and at the Lease Area. Without limiting the foregoing, Landlord shall not construct or permit to be constructed any structure on the Premises, the Remaining Property or any adjacent or nearby property that could adversely affect Insolation levels, permit the growth of foliage that could adversely affect Insolation levels, or emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air borne impediments to Insolation. If Landlord becomes aware of any potential development or other activity on adjacent or nearby properties that has a reasonable likelihood of diminishing the Insolation to the Lease Area, Landlord shall cooperate with Tenant's efforts to prevent interference with Insolation on or at the Lease Area including but not limited to efforts to obtain, at Tenant's sole expense, solar easement agreements from adjacent property owners.

7.5 Leased Premises Conditions. Landlord represents and warrants to Tenant that Landlord is unaware of any site conditions, restrictions, title defects, rights of way, easements or other encumbrances on the Premises, or construction requirements or restrictions associated with any Governmental Requirements (i) that would materially increase the cost of installing the System at the planned locations on the Lease Area or would materially increase the cost of maintaining the System at the Lease Area over the cost that would be typical or customary for solar photovoltaic systems substantially similar to the System installed on former landfill sites in the state of New York or (ii) that would adversely affect the ability and efficiency of the System as designed to produce electricity once installed. Tenant acknowledges that Landlord is not in the business of either constructing or using solar photovoltaic systems, that Landlord has acquired no specialized knowledge concerning such systems, and that Landlord has not and is not required to undertake any investigation to determine if the Lease Area is suitable for Tenant's purposes. Landlord represents and warrants that, except as to the existence of the Landfill Area, as of the Commencement Date there are no Environmental Claims (as defined in Section 10.5(c) below) in connection with the Premises and that there have been no Environmental Claims in connection with the Premises that have not been fully remediated.

7.6 RPTL Exemption. Landlord represents and warrants that neither the Landlord nor any other governmental authority with taxing authority at the Property has "opted out" of the exemption from taxation of solar or wind energy systems pursuant to N.Y. Real Property Tax Law Section 487 ("RPTL Exemption").

8. Representations and Warranties, Covenants of Tenant.

8.1 Authorization: Enforceability. The execution and delivery by Tenant of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Tenant or any valid order of any court, or regulatory agency or other body having authority to which Tenant is subject. This Lease constitutes a legal and valid obligation of Tenant, enforceable against Tenant in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

9. Maintenance.

9.1 Maintenance of Premises. Tenant acknowledges that Landlord shall have no obligation to maintain the Premises or the System except as otherwise required of the Landlord by any Governmental Requirements related to the Landlord's obligations associated with the Landfill Area. Tenant shall, at its sole cost and expense, keep the Premises in good and safe order and condition, reasonable wear and tear and damage by fire or other casualty excepted, and shall not commit or permit its agents, employees, representatives or invitees to commit waste to the Premises. If Tenant or its agents, employees, representatives or invitees (including subtenants) damage the Property or any property of Landlord or any other tenant on the Property, Tenant shall, at its sole cost and expense, promptly repair and restore the Property and/or any property of Landlord or of other tenants. Tenant shall be responsible for the removal of all of its trash and waste and for reasonably removing snow and ice from the Premises, if required by Landlord.

9.2 Maintenance of System. Tenant shall maintain and repair the System in good order and condition, reasonable wear and tear and damage by casualty excepted, and shall maintain the System and related equipment so as to keep it safe, sanitary, and in good working order and condition, all at its sole cost and expense.

9.3 Landlord's Cure Rights. If repairs are required to be made to the Premises or Property, specifically excluding the System, by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and, if Tenant refuses or neglects to commence and diligently pursue the completion of such repairs within thirty (30) days after such written demand, or forthwith in the case of emergency repairs, Landlord may (but shall not be required to) make or cause such repairs to be made. Except in the case of emergency repairs, such repairs made or caused to be made by Landlord shall not unreasonably interfere with Tenant's use of the Premises. If Landlord makes or causes such repairs to be made, Tenant agrees that Tenant shall forthwith, within thirty (30) days after such written demand with reasonable written evidence of payment, pay to Landlord the costs thereof and, if Tenant shall default in such payment, Landlord shall have the remedies provided herein as it does for the failure to pay Rent.

10. Hazardous Materials.

10.1 "Environmental Laws" shall mean and include all Governmental Requirements interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, landfill land use plans, occupational health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state super lien or environmental clean-up statutes.

10.2 "Hazardous Materials" shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose

presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, and by-products.

10.3 Tenant Covenants.

(a) Tenant acknowledges that the Premises is located, either wholly or partially, on a former landfill site, which is subject to particular requirements under Environmental Laws as well as particular work plans, closure plans, operating and maintenance plans or other permits, approvals, directives or orders from or agreements with applicable Governmental Authorities (the "Applicable Landfill Documents"), including but not limited to the New York State Department of Environmental Conservation. Tenant further acknowledges that below the surface of the Landfill Area on the Premises there are capped or covered soils possibly encapsulating Hazardous Substances, which cap or cover must be safeguarded and cannot be punctured, degraded or compromised in any way by Tenant or Tenant's activities on the Premises, and that any protection, containment, monitoring or environmental control system installed in connection with the Landfill Area, or closure thereof, must not be disturbed or interfered with in any way. Tenant agrees and acknowledges that it shall have the opportunity during the Due Diligence Period to conduct all necessary due diligence and site investigations and assessments with respect to the Premises and the Landfill Area and to make a reasonable request for, and review, any and all Applicable Landfill Documents within Landlord's possession or from applicable Governmental Authorities. Prior to conducting any site investigations or assessments, Tenant shall provide advance notification to the Landlord such that Landlord, or its representative, can be present during such investigation or assessment.

(b) Tenant recognizes that the Landlord has certain on-going obligations to maintain and/or monitor the Landfill Area in accordance with Applicable Law and the Applicable Landfill Documents. Tenant covenants that it will not interfere with the proper maintenance and protection of the Landfill Area, or any cap or cover or other protection, containment, monitoring or environmental control system installed in connection with the Landfill Area or closure thereof. Notwithstanding anything to the contrary contained herein, Tenant agrees and covenants that it shall not do any excavation, trenching, digging or soil borings on the Premises or the Property without the prior written consent of the Landlord, and if necessary, applicable Governmental Authorities. As necessary, Tenant will take all necessary actions and precautions in order to construct and operate the System in compliance with all Governmental Requirements and the Applicable Landfill Documents and to avoid interference with the proper maintenance and protection of the Landfill Area and its cap or cover and any other protection, containment, monitoring or environmental control system installed in connection with the Landfill Area or closure thereof, including but not limited to, surface

placement of conduit and foundations rather than subsurface placement, a design that accommodates settling, if needed, use of low ground pressure construction/maintenance vehicles, ensuring properly designed access roads to allow for storm water drainage, ensuring access roads do not cause rutting or erosion of cover soils, the location of inverters/transformers off-cover if practicable, proper separation between solar panels and vents from any monitoring and environmental control system (gas vents/collection wells) and ensuring the maintenance of healthy cover vegetation. Tenant shall provide the Landlord with copies of all its design documents and work plans for review and approval by Landlord.

10.4 Tenant Indemnity. Tenant will defend, indemnify, and hold harmless the Landlord and its agents, contractors, and employees (collectively, "Landlord Parties") from and against any and all claims, liabilities, or losses (collectively, "Losses") to the extent such Losses arise or result from, or are based on: (i) the failure of the Tenant to comply with any Environmental Laws or Applicable Landfill Documents; (ii) the installation, operation and maintenance of the System within the Landfill Area in violation of such Environmental Laws or Applicable Landfill Documents; (iii) Tenant's interference with the Landfill Area, any cap or cover on the Landfill Area and any monitoring or environmental control system in connection with the Landfill Area, or the closure thereof; and (iv) the presence, release or discharge of any Hazardous Materials in, on, or within the Landfill Area or the Premises, to the extent reasonably attributable to the actions or inactions of Tenant or its agents, contractors, or employees.

10.5 Landlord Representations and Warranties; Covenants.

(a) The Landlord agrees that it has provided a true, complete and correct copy of the Applicable Landfill Documents that are in Landlord's possession or control, to Tenant.

(b) The Landlord acknowledges and agrees that, solely by virtue of its entry upon the Premises or Property and the taking of actions authorized by, permitted under or consistent with this Lease, neither the Tenant nor any of Tenant's agents, representatives, contractors, consultants, engineers, materialmen, investors, potential investors, invitees, employees, officers, and directors (collectively, "Tenant Parties") shall have, or shall be deemed to have in any way participated in the operation of the Landfill Area or its closure, and so long as Tenant and the Tenant Parties comply with all Environmental Laws and Applicable Landfill Documents in developing, constructing, installing, operating, repairing, maintaining and decommissioning the System and neither Tenant nor any of the Tenant Parties interferes with the Landfill Area, its cap or cover, or other protection, containment, or monitoring or environmental control system installed in connection with the Landfill Area in violation of the Environmental Laws or Applicable Landfill Documents, then neither Tenant nor any of the Tenant Parties shall have assumed any liability or obligation associated with materials of any type or description (including Hazardous Materials) deposited, stored, or received on or within the Landfill Area by the Landlord or any predecessor owner or operator.

(c) Landlord represents and warrants that, except as to the existence of the Landfill Area, as of the Commencement Date, no claims, suits,

penalties, damages, losses, liabilities, payments, costs and expenses (including without limitation reasonable legal fees) arising out of or related to any spill, discharge, leakage, contamination or storage of any Hazardous Materials at the Property, whether or not such an event or condition required remediation, corrective or other action in order to comply with any Environmental Laws (collectively, "Environmental Claims") have arisen that have not been fully paid or remediated.

10.6 Landlord Indemnity. The Landlord will defend, indemnify, and hold harmless the Tenant and the Tenant Parties from and against any Losses to the extent such Losses result or arise from, or are based on: (i) the presence, discharge or release of any Hazardous Materials in, on, or within the Landfill Area or the Premises, except to the extent that the presence, discharge or release of such Hazardous Materials is attributable to the actions or inactions of Tenant or Tenant's agents, contractors, and employees from and after the Commencement Date; (ii) the failure of the Landfill Area or Landlord to comply with any applicable Environmental Laws or Applicable Landfill Documents. The Landlord will not defend, indemnify, or hold harmless the Tenant or Tenant Parties for any Losses resulting from the failure of the Tenant to comply with any applicable Environmental Laws or Applicable Landfill Documents regarding non-interference with the Landfill Area, any cap or cover of the Landfill Area and any monitoring or environmental control system in connection with the Landfill Area, or the closure thereof, or resulting from the installation, operation and maintenance of the System within the Landfill Area.

10.7 Costs. The indemnifications of this Section 10 specifically include reasonable and actual costs, expenses and fees incurred in connection with any investigation of Premises conditions or any clean-up, remedial, removal or restoration work required by any governmental authority.

10.8 Survival. The provisions of this Section 10 will survive the expiration or termination of this Lease.

11. Indemnification; Release.

11.1 Tenant Indemnity. In addition to Tenant's obligations under Section 10, Tenant shall indemnify, hold harmless, release and defend Landlord and the Landlord Parties from and against all Claims (a) arising directly or indirectly from the failure of any of the Tenant Parties to comply with the terms of this Lease or with any applicable Governmental Requirements; and (b) caused by or arising, directly or indirectly, from the act, omission, or negligence on the part of the Tenant Parties. However, in no event shall Tenant be obligated to indemnify Landlord or any Landlord Parties to the extent such claim, expense, or liability results from the act, omission, negligence or willful misconduct of Landlord or any of the Landlord Parties.

11.2 Release. To the maximum extent permissible by law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to the System or other personal property of Tenant unless caused by Landlord's failure to comply with any obligation of Landlord set forth in this Lease, or by the negligence or willful misconduct of any of the Landlord Parties.

11.3 Landlord Indemnity. To the extent permitted by law, Landlord shall indemnify, hold harmless, release and defend Tenant and the Tenant Parties from and against any and all Claims, (a) arising directly or indirectly from the failure of any of the Landlord Parties to comply with the terms of this Lease or with any Governmental Requirements; and (b) caused by or arising, directly or indirectly, from the act, omission, or negligence on the part of the Landlord Parties, or the breach of any provision of this Lease, except to the extent attributable to the act, omission, negligence or willful misconduct of any of the Tenant Parties.

11.4 Limitation on Liability. Notwithstanding anything to the contrary in this Lease, neither the Landlord nor the Tenant shall in any event be liable for any punitive or special damages and both the Landlord and Tenant hereby waive any claims either Party may have with respect to the foregoing.

11.5 No Personal Liability. To the fullest extent permitted by law, no official, employee, agent or representative of Landlord shall be individually or personally liable for any obligation or liability of Landlord under this Lease.

11.6 Survival. The provisions of this Section shall survive the termination or expiration of this Lease.

12. Insurance.

12.1 Required Insurance. Tenant shall maintain, during the Term of this Lease and for so long as Tenant or the System continues to be on the Premises, the following insurance:

(a) General comprehensive liability insurance, written on an occurrence basis, with a combined single limit of not less than One Million Dollars ($1,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Landlord (as additional insured) and Tenant, including, without limitation, coverage for contractual liability and broad form property damage, with respect to the Premises, the System, or arising out of the maintenance, use, or occupancy of the Premises and/or the System; and (ii) excess liability (so-called umbrella) coverage having a limit of Five Million Dollars ($5,000,000.00) written on an occurrence basis;

(b) All-risk property damage insurance for replacement of the System and Tenant's other personal property. Said insurance shall include coverage for all natural disasters, including earthquakes, hurricanes, tornadoes and floods; and

(c) During the performance of the Installation Work, Tenant shall also require the construction manager and/or general contractor to maintain (i) for the benefit of Tenant and Landlord, as additional insured, commercial general liability insurance, including products and completed operations coverage, against any claims for bodily injury, death and property damage occurring upon, in or about the Premises and on, in and about the adjoining sidewalks and passageways during the construction of the System for at least Three Million Dollars $3,000,000 combined single limit; (ii) worker's compensation in amounts required by statute; (iii) employer's liability insurance with

limits of not less than One Million Dollars ($1,000,000), and (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or non-owned, in an amount not less than One Million Dollars ($1,000,000) combined single limit;

12.2 General Requirements. The following conditions shall apply to the insurance policies required herein:

(a) Tenant shall provide certificates to Landlord evidencing the insurance coverage required to be carried hereunder on the Commencement Date and on each anniversary thereof, or at Landlord's reasonable request. All the liability insurance required under this Section 12 shall name Landlord as additional insured, and all insurance policies and certificates shall include a provision requiring thirty (30) day's written notice to Landlord by certified mail of any cancellation, material change, or reduction in coverage.

(b) All insurance of Tenant shall be primary with respect to any insurance maintained by Landlord and shall not call on Landlord's insurance for contributions.

(c) All insurance shall be issued through valid and enforceable policies issued by insurers authorized to transact insurance business in the state of New York and having an A+ or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company).

(d) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as the limits in combination equal or exceed those required herein.

(e) Tenant's failure to obtain, procure or maintain the required insurance shall constitute a material breach of this Lease.

(f) Tenant's obligation to hold harmless and indemnify Landlord shall not be limited by the requirement for, or existence of, insurance coverage.

(g) Landlord shall have the right to require Tenant to increase such limits when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require Tenant to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Premises.

12.3 Landlord's Cure Rights. In the event of Tenant's failure, in whole or in part, at any time during the Term of this Lease or thereafter, to obtain insurance required to be carried by Tenant under the provisions hereof or to provide such evidence thereof in timely fashion, Landlord shall have the right (but shall not be obligated) to procure such insurance and Tenant shall pay to Landlord the costs and expenses thereof as additional rent.

13. Default.

13.1 Default by Tenant.

(a) It shall be an event of default ("Event of Default") under this Lease by Tenant if:

(i) Tenant fails to pay Rent or comply with any provision curable by the payment of money (including, without limitation, Tenant's obligation to maintain the insurance required under this Lease) when due hereunder and such failure continues for twenty (20) days after written notice from Landlord that the same is due;

(ii) Tenant fails to perform or observe any other material term or condition contained in this Lease and such failure is not cured within thirty (30) days after receipt of written notice from Landlord specifying such failure, provided, however, that if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, no such failure will be deemed to exist if Tenant commences to cure the default within such thirty (30) day period and thereafter prosecutes the same to completion with reasonable diligence (but in no event later than one hundred twenty (120) days from the date of the notice from Landlord unless otherwise agreed upon in writing); or

(iii) Tenant shall be bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant's property for the benefit of creditors, or a receiver or trustee is appointed to take over and conduct the business of Tenant, whether in receivership, reorganization, bankruptcy or other action or proceeding, and such bankruptcy or insolvency proceeding, receivership or trusteeship shall not have been vacated for more than ninety (90) days after such declaration, election or appointment, unless (i) such debtor in possession, receiver or trustee, within said ninety (90) days, shall have remedied all defaults under this Lease; or (ii) such debtor in possession, receiver or trustee shall have, within said ninety (90) days, executed an agreement, duly approved by Landlord, whereby such debtor in possession, receiver or trustee shall assume and agree to be bound by each and every material term, provision and limitation of this Lease, and if in bankruptcy Tenant, for itself, for the debtor in possession, the receiver or trustee waives its ability to request an extension of the period to assume or reject this Lease in excess of ninety (90) days from the Court's Order for Relief.

(b) Upon the occurrence of an Event of Default, Landlord shall have the right, upon prior written notice, while such default continues, to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended and cause Tenant to remove the System and other property on the Premises, without prejudice to any remedies which might otherwise be available to Landlord.

(c) Tenant agrees to reimburse Landlord for all actual and reasonable costs associated with the enforcement of this Lease, or any and all provisions therein, including but not limited to all legal and court costs. Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that the Landlord shall be entitled to recover from Tenant all actual and

reasonable costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default.

(d) The provisions of this Section 13.1 shall survive the expiration or earlier termination of this Lease.

13.2 Default by Landlord.

(a) It shall be an event of default under this Lease if Landlord fails to perform any material term or condition under this Lease within thirty (30) days after receipt of written notice from Tenant specifying the failure, provided, however, that if such failure is of such a nature that Landlord cannot reasonably remedy the same within such thirty (30) day period, no such failure will be deemed to exist if Landlord commences to cure the default within such thirty (30) day period and thereafter prosecutes the same to completion with reasonable diligence (but in no event later than sixty (60) days from the date the notice is received form Tenant unless otherwise agreed upon in writing). In the event that Tenant terminates this Lease because of Landlord's default hereunder, Tenant's obligation to pay any further Rent and other obligations hereunder (other than those expressly survive termination) shall cease as of the date of written notice of default to Landlord, and Tenant shall have the right to pursue any and all remedies available to it at law and/or equity.

(b) Landlord agrees to reimburse Tenant for all actual and reasonable costs associated with the enforcement of Tenant's rights under this Lease, or any and all provisions therein, including but not limited to all legal and court costs. Without limiting any of Tenant's rights and remedies hereunder, and in addition to all other amounts Landlord is otherwise obligated to pay, it is expressly agreed that Tenant shall be entitled to recover from Landlord all actual and reasonable costs and expenses, including reasonable attorneys' fees, incurred by Tenant in enforcing this Lease from and after Landlord's default.

14. Termination and Expiration of this Lease.

14.1 Right to Terminate. This Lease shall terminate upon the expiration of the Term, unless earlier terminated pursuant to its terms. In addition to the Parties' termination rights provided elsewhere in this Lease, Landlord and Tenant shall each have the right to terminate this Lease in the event that the other fails to cure a default within the cure period set forth in Section 13, subject to Section 6.3(c), immediately upon written notice to the defaulting Party.

14.2 Change in Law. In the event that, at any time after the Effective Date of this Agreement, there is a Change in Law that is applicable to the construction, repair, maintenance or operation of the System, the sale of energy produced by the System, or any other obligation of the Tenant with respect to the System or the output of the System, and compliance with the Change in Law results in a material increase in Tenant's costs to construct, repair, operate and/or maintain the System or otherwise operate its business relating to the System, Tenant will have the right to terminate this Lease upon thirty days' written notice to Landlord. For purposes of this paragraph, "Change in Law" shall mean any circumstance in which any constitutional provision, rule, regulation, ordinance, treaty, order, decree, judgment, decision,

certificate, holding, injunction, registration, license, franchise, permit, authorization, award, determination, guideline, approval, LDC tariff, consent or requirement of any governmental authority or LDC having jurisdiction over the Landlord, the Property or Tenant (collectively, "Applicable Law") is enacted, amended, modified, interpreted, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect. For the avoidance of doubt, Change in Law shall also include (a) the imposition of and/or increase in the amount of any import tariff or similar charges on the physical equipment to be used in the construction of the System, (b) any decision by any governmental authority after the Effective Date to either "opt-out" of the RPTL Exemption, or require a payment in lieu of taxes in connection with the System of the Premises, and (c) any change to Applicable Law that prevents, conditions or impedes the Tenant from operating the System as a "community distributed generation facility" under Applicable Law.

15. Fire or Other Casualty; Condemnation.

15.1 Casualty. If the System is substantially damaged or destroyed by fire or other casualty, or an occurrence of a *force majeure* event such that Tenant reasonably determines that the continued operation, replacement or repair of the System will not be economic and feasible, then Tenant may elect to terminate this Lease without any further obligation to pay Rent by giving Landlord at least thirty (30) days' prior notice thereof, and on the date so specified, this Lease shall expire as fully as if such date were the date set forth above for the expiration of this Lease, and this Lease shall be null and void, without recourse to the Parties, other than Tenant's obligation to remove its property as herein provided and such other provisions that are stated herein to survive said termination. In no event shall Landlord be required to repair, replace or restore the System or any parts thereof, or any other improvements made by or on behalf of Tenant on the Premises except to the extent that such damage was due to Landlord's gross negligent, willful acts or intentional omission.

15.2 Condemnation. If a condemning authority takes all of the Premises, this Lease shall terminate as of the date title vests with the condemning authority. If a substantial portion of the Premises are taken and the taking, in Tenant's reasonable determination, renders the Remaining Property substantially unsuitable for Tenant's intended use of the Premises described hereunder, Tenant may terminate this Lease, without any further obligation to pay Rent, by written notice thereof to Landlord within thirty (30) days of such taking; provided that the effective termination date of the Lease shall be the same date title vests with the condemning authority and any obligations of Tenant hereunder shall terminate as of that date. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Premises, which for Tenant will include, where applicable, the unamortized value of the System, moving expenses of its property on the Premises and business dislocation and relocation expenses.

16. Surrender. Within six (6) months from the expiration or termination of this Lease, Tenant shall, to the extent required by Section 5.11 hereof, remove the System and all other improvements installed by Tenant on the Premises in compliance with all applicable legal requirements. In connection with such removal, Landlord shall continue to provide Tenant with access to the Premises without payment of further rent or consideration. Any improvements not removed from the Premises within the foregoing six (6) month period shall be deemed

abandoned and shall become the sole property of Landlord. In such case, Landlord shall have the right to use the removal bond to pay for the removal of the system, any costs associated with repairing any damage caused to the System, any costs associated with repairing any damage caused to the Premises for the removal of the System and/or to make such repairs or improvements to the Premises to restore the premises to the condition in which they were required to be maintained under this Lease. The provisions of this Section shall survive expiration or earlier termination of this Lease.

17. Assignment. The Tenant shall not assign this Lease or sublet the Premises or any portion thereof absent the written approval of Landlord, which consent may not be unreasonably conditioned, withheld or delayed, provided, that Tenant may assign this Lease without the written approval of Landlord to an affiliate of Tenant or any successor to Tenant by merger or consolidation or to any entity that acquires a substantial portion of all of the assets, stock or equity of Tenant. Provided that such assignee expressly assumes in writing the obligations of Tenant hereunder, and provided that such assignee has sufficient expertise and experience in the ownership or operation of electric generating facilities comparable to the System to be reasonably capable of performing the obligations of Tenant under this Lease in accordance with good utility practice, Tenant shall be automatically released from all further liability under this Lease from and after the date of such assignment. Notwithstanding the foregoing, Landlord acknowledges that Tenant's obligations under any financing that Tenant obtains for the purchase and installation of the System through a loan, lease or partnership from or with one or more Financing Parties may be secured by, among other collateral, a pledge or collateral assignment of this Lease. In order to facilitate any such transaction, Landlord consents (a) to the collateral or full assignment by Tenant to the lender of the Tenant's right, title and interest in and to this Lease, any mortgage of Tenant's interest in this Lease and the System, or any sublease of Tenant's interest in this Lease in connection with such financing and such assignment shall not be subject to any conditions or restrictions set forth in this paragraph, and (b) agrees to take any actions and provide any documentation reasonably requested by Tenant or any Financing Party in connection with such a transaction, all at Tenant's sole cost and expense. In addition, a transfer of any ownership interests in Tenant to an investor for purposes of allowing such investor to claim certain tax benefits (a "Tax Investor") pursuant to which such Tax Investor shall not have ordinary control over the management and operations of Tenant (and further transfers of such ownership interests by such Tax Investors) shall not be treated as an assignment of this Lease and no consent of Landlord shall be required in connection therewith.

18. Miscellaneous.

18.1 Landlord's Access. Landlord or Landlord's agents may, at reasonable times, and after reasonable advance notice to Tenant, except in case of emergency when no such notice shall be necessary, enter upon any and all portions of the Premises for the purpose of carrying out Landlord's obligations with respect to maintenance and monitoring of the Landfill Area. Landlord and Landlord's representatives shall at all times comply with all reasonable safety and other operating procedures established by Tenant, and with all applicable Governmental Requirements.

18.2 Preference to Town of Manlius Residents. Tenant agrees to exclusively offer subscriptions to its services to the individuals and entities that own property in the Town

for a period of one hundred twenty (120) days from the date that subscriptions are first available and offered in the load zone that is impacted by the System. During the one hundred twenty (120) day window, Tenant agrees to provide notice and information to Town residents for its subscription services by way of public meetings, mailing notifications, and notification on the Town's website and social media pages.

18.3 Quiet Enjoyment.

(a) Landlord covenants that so long as no Event of Default has occurred and is continuing, Tenant shall quietly have and enjoy the Lease Area during the Term.

(b) So long as the use by Landlord and other occupants of the Remaining Property is not inconsistent with the rights granted to Tenant herein to use the Lease Area for the Permitted Use, Tenant shall operate, maintain and repair the System in a manner that will not obstruct or interfere with Landlord's use of the license area, the Easement Area, or the Remaining Property or the rights of any other occupants in and to such areas. Tenant will use its best efforts to maintain its System in a manner that does not interfere with the Remaining Property. Landlord may construct, reconstruct, modify or make alterations to the license area, the Easement Area, and the Remaining Property so long as such activities do not materially interfere (including shading) with the operation of the System.

18.4 No Limitation of Regulatory Authority. The Parties acknowledge that nothing in this Lease shall be deemed to be an agreement by Landlord to issue or cause the issuance of any approval or permit, or to limit or otherwise affect the ability of Landlord or any regulatory authority of Landlord to fulfill its regulatory mandate or execute its regulatory powers consistent with all applicable legal requirements. Without limiting the foregoing, Landlord agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all local permits, if any, and approvals necessary for the design, construction, engineering, operations, maintenance and deconstruction of the System and to act at all times during such review within its legal capacity.

18.5 Further Leases; Easements and Rights of Way. Landlord reserves the right to grant additional leases, easements, leases or rights of way of the Remaining Property, whether recorded or unrecorded, as may be necessary, which do not unreasonably interfere (including shading) with Tenant's use of the Premises and the operation of the System.

18.6 Amendments. This Lease may be amended only in writing signed by Tenant and Landlord or their respective successors in interest; provided, however, Landlord and Tenant agree that so long as there exists unpaid financing from a Financing Party or a loan or other financing held by a lender that is secured by Tenant's grant of security interest in this Lease and/or the System, this Lease shall not be terminated, modified or amended, and Landlord shall not accept a surrender of all or any part of the Leased Area or a

cancellation or release of this Lease from Tenant, prior to the expiration of the Term without the prior written consent of such Financing Party or lender.

18.7 Notices. Any notice required or permitted to be given in writing under this Lease shall be (a) mailed by certified mail, postage prepaid, return receipt requested, (b) sent by overnight air courier service, (c) personally delivered to a representative of the receiving Party, or (d) sent by facsimile or email with confirmation of receipt (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 18.7). All such communications shall be mailed, sent or delivered, addressed to the Party for whom it is intended, at its address set forth below:

If to Landlord:

With a copy to:

If to Tenant:

Abundant Solar Power (___) LLC
c/o Abundant Solar Power, Inc.
700 W. Metro Park
Rochester, New York 14623
Attn: Richard Lu, President

With a copy to:

_____
_____
_____

18.8 Waiver. Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either Party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent or approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on any subsequent occasion.

18.9 Remedies Cumulative. No remedy herein conferred upon or reserved to Tenant or Landlord shall exclude any other remedy herein or by law provided, but each shall

be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

18.10 No Third Party Beneficiaries. This Lease is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third Party not a Party hereto, other than any lender or other secured parties.

18.11 Captions. The captions and headings throughout this Lease are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Lease, nor in any way affect this Lease, and shall have no legal effect.

18.12 Prevailing Party. In any litigation between the parties arising out of this Lease, or in connection with any other actions taken or notices delivered in relation to a default by any party to this Lease, the non-prevailing party shall pay to the prevailing party the prevailing party's reasonable attorneys' fees and costs incurred in connection with the enforcement of the terms of this Lease.

18.13 Estoppel. Either Party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such Party's knowledge, any uncured defaults on the part of the other Party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or lender.

18.14 Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

18.15 Choice of Law. This Lease shall be construed in accordance with the laws of the State of New York.

18.16 Binding Effect. This Lease and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

18.17 Counterparts. This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or ".pdf" signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the parties.

18.18 Entire Agreement. This Lease represents the full and complete agreement between the Parties with respect to the subject matter contained herein and supersedes all prior written or oral agreements between said Parties with respect to said subject matter.

18.19 Further Assurances. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this section.

18.20 Notice of Lease. Landlord and Tenant mutually agree to execute herewith, in triplicate, a Notice of Lease in recordable form with respect to this Lease, which shall be recorded forthwith with the County Clerk's office, and agree to execute, upon termination of this Lease for whatever cause, a Notice of Termination of Lease in recordable form.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Lease on the day and year first above written.

LANDLORD:

TOWN OF MANLIUS

By: _____
Name:
Title:

TENANT:

ABUNDANT SOLAR POWER (__) LLC

By: Abundant Solar Power Inc., its Sole Member

By: _____
Name: Richard Lu
Title: President

EXHIBIT A

DESCRIPTION OF PROPERTY

5701 Bowman Road
Town of Manlius
County of Onondaga
Tax Parcel No. 074.-01-06.1

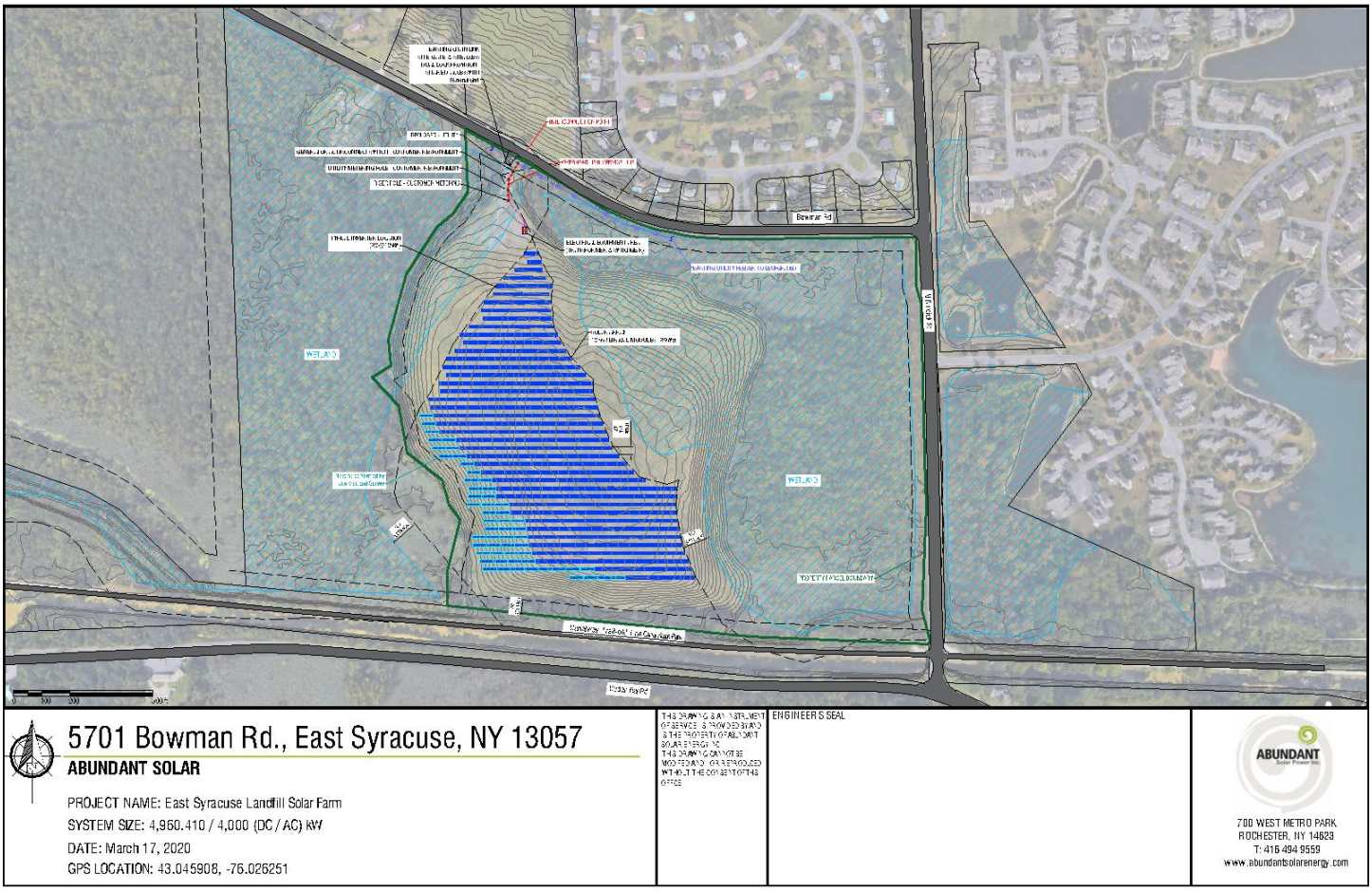
[Metes and bounds description to be inserted, if available]

DESCRIPTION OF PREMISES

[To be inserted upon receipt of metes and bound description]

EXHIBIT A-1

Preliminary Depiction of Lease Area



5701 Bowman Rd., East Syracuse, NY 13057

ABUNDANT SOLAR

PROJECT NAME: East Syracuse Landfill Solar Farm
SYSTEM SIZE: 4,960.410 / 4,000 (DC / AC) kW
DATE: March 17, 2020
GPS LOCATION: 43.045908, -76.026251

THIS DRAWING AND INSTRUMENT OF SERVICE IS PROVIDED BY AND IS THE PROPERTY OF ABUNDANT SOLAR ENERGY INC. THIS DRAWING CANNOT BE MODIFIED AND OR REPRODUCED WITHOUT THE CONSENT OF THIS OFFICE

ENGINEER'S SEAL

ABUNDANT Solar Power Inc.
700 WEST METRO PARK
ROCHESTER, NY 14623
T: 416 494 9559
www.abundantsolarenergy.com

EXHIBIT B

Base Rent

Manlius

4.0 MWac Community Solar Project

Year	Lease Payment to Manlius w/ 2% annual escalator	PILOT Payment to IDA @ $_____ / MW w/ __% annual escalator
1	$16,000	
2	$16,320	
3	$16,646	
4	$16,979	
5	$17,319	
6	$17,665	
7	$18,019	
8	$18,379	
9	$18,747	
10	$19,121	
11	$19,504	
12	$19,894	
13	$20,292	
14	$20,698	
15	$21,112	
16	$21,534	
17	$21,965	
18	$22,404	
19	$22,852	
20	$23,309	
21	$23,775	
22	$24,251	
23	$24,736	
24	$25,230	
25	$25,735	
Total	$512,485	

EXHIBIT C

Project Milestones

1. AS completes desk top review of site - complete
2. AS presents and meets with town to discuss preliminary concept - complete
3. AS completes site visit and preliminary feasibility assessment – complete
4. AS presents Manlius with draft lease and PPA
5. Manlius approves by resolution lease/PPA with AS
6. AS complete technical electrical drawings for submission to utility
7. AS submits CSEIR application to National Grid
8. AS completes Phase I ESA
9. AS completes final site plan
10. AS completes ALTA survey
11. AS presents site plan to Town /Town Planning board for approval
12. AS submits for NYSERDA grant
13. AS submits application to DEC permit
14. AS applies for OCIDA PILOT
15. AS secures all site development permits
16. AS issues NTP