

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

This Assignment and Assumption of Ground Lease (this "**Assignment**") is made as of January 25, 2022 (the "**Effective Date**"), by and between DIMENSION DE 1 LLC, a Delaware limited liability company ("**Assignor**"), and SUSSEX CSG 2 LLC, a Delaware limited liability company ("**Assignee**"). FRANKFORD CENTER, LLC, a Virginia limited liability company ("**Landlord**"), is a party to this Assignment for the sole purposes set forth in paragraph 1(b) below.

RECITALS:

A. Assignor and Landlord are parties to that certain Ground Lease, dated October 19, 2021 (the "**Agreement**") pursuant to which Assignor leases from Landlord and Landlord leases to Assignor approximately twenty-three (23) acres of land located (i) in the County of Sussex, State of Delaware, and assigned APN: 433-06.00-0018.00, (ii) in the County of Sussex, State of Delaware, and assigned APN: 433-06.00-20.00 and (iii) in the County of Sussex, State of Delaware, and assigned APN: 433-06.00-0026.00. The properties identified in items (i) through (iii) above shall collectively be referred to herein as the "**Property**".

B. Assignor desires to assign its right, title and interest in, to and under the Agreement and the Property to Assignee, and Assignee desires to accept such assignment upon and subject to all of the terms and conditions hereinafter set forth.

AGREEMENT:

1. Assignment and Assumption. (a) Assignor hereby assigns to Assignee all of its right, title and interest in, to and under the Agreement and the Property (including all of Assignor's right, title, and interest in and to any prepaid rents or other monies as have been paid by Assignor pursuant to the Agreement), and Assignee hereby accepts such assignment, assumes all of Assignor's obligations under the Agreement, agrees to be bound by all of the provisions thereof and to perform all of the obligations of Assignor thereunder from and after the Effective Date. Such assignment and assumption is made upon, and is subject to, all of the terms, conditions and provisions of this Assignment. Following the Effective Date, Assignor shall be released from any and all liability or obligation under the Agreement, but not from existing liabilities or obligations that accrued prior to the Effective Date.

(b) Pursuant to Section 14(a) of the Agreement, Assignee hereby agrees with Landlord that Assignee shall be bound by all of the provisions of the Agreement and shall perform all of the obligations of Assignor thereunder, including without limitation, the payment of Rent (as defined in the Agreement) from and after the Effective Date and Assignee agrees to cure any and all existing Events of Default (as defined in the Agreement) by Assignor.

2. "As-Is" Condition. The Property shall be delivered by Assignor to Assignee in "As-Is" condition.

3. Further Assurances. Assignor and Assignee hereby covenant that each will, at any time and from time to time upon request by the other, and without the assumption of any additional liability thereby, execute and deliver such further documents and do such further acts as such party may reasonably request in order to fully effect the purpose of this Assignment.

4. Successors. The provisions of this Assignment shall be binding upon, and shall inure to the benefit of, each of the parties hereto and to their respective successors, transferees and assigns.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same agreement.

6. Governing Law. This Assignment shall be governed by and construed in accordance with Delaware law.

7. Entire Agreement. This Assignment is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties hereto with respect thereto. This Assignment may not be altered, amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing and signed by the party to be charged.

8. Headings. The headings of the paragraphs of this Assignment are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any terms or provision hereof.

[signatures appear on following page]

IN WITNESS WHEREOF, Assignor, Assignee and Landlord have caused their duly authorized representatives to execute this Assignment as of the date first above written.

ASSIGNOR:

DIMENSION DE 1 LLC,
a Delaware limited liability company

By: Sam Youneszadeh
Name: Sam Youneszadeh
Title: Authorized Person

ASSIGNEE:

SUSSEX CSG 2 LLC,
a Delaware limited liability company

By: Sam Youneszadeh
Name: Sam Youneszadeh
Title: Authorized Person

LANDLORD:

(for the sole purpose of paragraph 1(b) above)

FRANKFORD CENTER, LLC,
a Virginia limited liability company

By: Geoffrey W. Pence
Name: Geoffrey W. Pence
Title: Manager

FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Ground Lease (this "Amendment") is made as of June 2, 2022, by and between SUSSEX CSG 2 LLC, a Delaware limited liability company ("Tenant") (as successor-in-interest to Dimension DE 1 LLC, a Delaware limited liability company pursuant to that certain Assignment and Assumption Agreement, dated as of January 25, 2022); and FRANKFORD CENTER, LLC, a Virginia limited liability company ("Landlord"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease.

R E C I T A L S:

A. Landlord and Tenant are parties to that certain Ground Lease, dated October 19, 2021 (the "Lease") pursuant to which Tenant leases from Landlord and Landlord leases to Tenant approximately twenty-three (23) acres of land located (i) in the County of Sussex, State of Delaware, and assigned APN: 433-06.00-0018.00, (ii) in the County of Sussex, State of Delaware, and assigned APN: 433-06.00-20.00 and (iii) in the County of Sussex, State of Delaware, and assigned APN: 433-06.00-0026.00. The properties identified in items (i) through (iii) above shall collectively be referred to herein as the "Property".

B. Tenant is in the process of investigating the feasibility and obtaining approvals from the applicable Governmental Authorities to proceed with the construction of the Solar Facility on the Property. Tenant has concluded that the construction of the Solar Facility (and any other improvements) will not commence until calendar year 2023.

C. Landlord desires to lease the Property to a third party (the "Farmer Tenant") pursuant to a lease (the "Farm Lease") for the purpose of farming the Property and property adjacent thereto during the calendar year 2022.

D. Accordingly, Landlord and Tenant desire to amend the Lease to permit Landlord to lease the Property to the Farmer Tenant during the calendar year 2022, subject to the terms, conditions and agreements hereinbelow set forth.

IN WITNESS WHEREOF, Tenant and Landlord have caused their duly authorized representatives to execute this Amendment as of the date first above written.

TENANT:

SUSSEX CSG 2 LLC,
a Delaware limited liability company

By: Sam Youneszadeh
4234907E7C1146D

Name: Sam Youneszadeh

Title: Authorized Person

LANDLORD:

FRANKFORD CENTER, LLC,
a Virginia limited liability company

By: Geoffrey W. Pence

Name: Geoffrey W. Pence

Title: Manager

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delmarva
powerSM

AN EXELON COMPANY

October 14, 2022

Dimension DE 1 LLC
1800 Route 34, Suite 209
Wall, New Jersey 07719

RE: Cost Letter for DPL-0093642– 3250kW Community Energy Solar Interconnections CEF-DE
Frankford Center - Dupont Blvd.

Dear Dimension DE 1 LLC (Attn: Sam Youneszadeh),

Based upon the results of screening your project, Delmarva Power (“DPL” or the “Company”) has concluded that the following requirements are appropriate before DPL will be able to proceed with approval of interconnecting the Project with the Company’s electric distribution system. (You will be referred to in this attachment as the “owner” or the “customer”.) Applicable sections of EDC’s operating manuals applying to the small generator interconnection can be found at <https://www.delmarva.com/mygpc>.

This is a high-level cost estimate, and final project costs will reflect actual costs for required materials, engineering labor, and any other necessary costs that are billed to the project. Construction will only begin after DPL has received a fully executed interconnection agreement, has invoiced the interconnection work, and has received full payment for the estimated costs above.

The Company must receive payment for the full amount before approval to install will be issued. A payment plan might be considered if warranted by the project complexity and cost. After project completion when actual costs have been reconciled with your payment, any excess funds will be returned to the customer. Similarly, should the actual costs exceed the cost estimate, the customer will be responsible for paying the additional cost owed. The customer is responsible for determining if state and/or federal taxes or any other fees are applicable. In the event that state and/or federal taxes or other applicable fees are assessed, the customer is liable for payment of these taxes or fees.

Due to factors outside of DPL's control, any schedules and estimated times provided by DPL are subject to change throughout the project and may not be considered final. The estimated time to complete this work is 18-24 months, but any number of factors can alter the estimated timeframe. A more detailed schedule will be provided after project commencement.

All upgrades and estimated costs may need to be reevaluated if this document is not signed and returned to the Company's Green Power Connection team along with full payment within 90 days of the date of issuance.

Best Regards,

Monica Jackson

Monica Jackson, Project Manager

Submit required information if not already provided:

1. Voltage and frequency protective settings.
2. Final one-line diagram and control schematics; refer to ***Standard-Customer One-Line Requirements*** document.
3. Verification of generator control, including PF settings; and
4. Hourly output data for the first two weeks of system operations

Telecom requirements

One fiber pair from Frankford to pole number 57086/98748 for DPL-0093642 3.25 MW PV generator. One fiber pair can be used to send transfer trip from Frankford substation via 2208F-SEL351S relay's serial port 2 through an SEL-2830 to the customer site via mirrored bit protocol. (Note this is assuming that the customer will have all generation behind one generator breaker.) If the customer has more than one generator breaker, this specification will need to be revised.

The metering and breaker status from the customer RTU and interface recloser will be brought back to the centralized Orion at ARO/NCRO over the communications medium outlined by the Utility Communications department. This same data link can be used for breaker status and remote push button trip as described below. The metering and status points will be transmitted via unsolicited DNP3 polling over a serial connection to Atlantic City Electric's/Delmarva Power's communication box.

Remote SCADA trip and telemetry will be required. This will enable a system operator in the ACE/DPL control center to issue a command to open the generator breaker. This signal may be issued during abnormal system conditions, power restoration, or during an emergency.

Loss of Communication

If transfer trip is required, the customer will have local protection in place to trip all generators off line for loss of communication; the relay file must be provided to the Protection and Control Engineer and demonstrate this functionality. If remote trip and telemetry is required and ACE/DPL detects communication failure, the customer will have 72 hours to restore communication or the generation will need to be disconnected from the ACE/DPL utility system.

Testing and Commissioning

The protection and control will thoroughly be tested with a Atlantic City Electric/Delmarva Power representative present to witness the functionality of the control points before the generators interconnect with the electric grid. All protection direct transfer trip, remote trip and telemetry equipment should be depicted on the customer's oneline drawing to facilitate the testing and commission process.

The Company's obligation to provide safe and reliable service is paramount. By signing below, the customer acknowledges (i) that they understand the "Required Information," "Inverter Operation" and "Operating and Future Requirements" associated with Pepco's willingness and ability to interconnect with the Project and (ii) that the customer and/or its duly authorized representatives will supply the "Required Information" and implement and adhere to the "Inverter Operation" and "Operating and Future Requirements."

This letter agreement is not intended to confer rights upon either party that are inconsistent with the requirements of the Public Service Commissions' regulations governing interconnection.

Thank you for your cooperation and courtesies. We look forward to working with you.

Acknowledged and agreed on the date of

FOR THE CUSTOMER:

Signature: _____

Name: _____

Title _____

FOR THE OWNER (If different than customer):

Signature: _____

Name: _____

Title _____

FOR THE COMPANY:

Signature: _____

Name: _____

Title _____