

risk”/“special causes of loss” perils in an amount not less than one hundred percent (100%) of their full replacement cost from time to time during the Term.

(b) Tenant shall keep and maintain, or cause to be kept and maintained, a policy or policies of Commercial General Liability Insurance (ISO form or equivalent) insuring Tenant, and Landlord and its mortgagee (if any) as additional insureds, against liability for bodily injury, death and property damage (to include contractual liability) occurring upon or in the Land and Improvements thereon in the following amounts:

(i) One Million and No/100 Dollars (\$1,000,000.00) for injury to or death of one person and, subject to that limitation for the injury or death of one person, of not less than Five Million and No/100 Dollars (\$5,000,000.00) for injury to or death of two or more persons as a result of any one accident or incident; and

(ii) Two Million and No/100 Dollars (\$2,000,000.00) for damage to or destruction of any property.

The insurance coverage required under this subsection (b) shall, in addition, extend to any liability of Tenant arising out of Tenant’s indemnities hereinafter provided by means of a contractual liability endorsement.

(c) Tenant shall keep and maintain, or cause to be kept and maintained, a policy or policies of Commercial Business Interruption insurance covering Tenant’s income during a period when Tenant is not operating in an amount not less than Tenant’s estimated business operating expenses for one (1) full calendar year.

With respect to each insurance policy or policies required to be obtained in (a) above, said insurance policy or policies shall at first be obtained upon Tenant’s completion of construction of the Improvements, and with respect to each insurance policy or policies required to be obtained in (b) above, said insurance policy or policies shall at first be obtained on or before the date Tenant takes possession of the Land. Tenant shall provide Landlord and any mortgagee(s) or other named insureds with satisfactory evidence thereof, including, a copy of the policy upon not later than ten (10) days after Landlord’s written request. Each insurance policy to be carried hereunder by or on behalf of Tenant shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be cancelled or lapse, or the amount thereof be reduced, unless Landlord and any other named insured shall have received not less than thirty (30) days’ prior written notice of cancellation. In the event Tenant shall fail to promptly furnish any insurance herein required, Landlord, may within five (5) business days following delivery of a written notice to Tenant, effect the same for a period not exceeding one year and Tenant shall promptly reimburse Landlord upon demand, as Additional Rent, the premium so paid by Landlord. Notwithstanding anything to the contrary contained herein, upon Landlord’s request, which request shall not be made more than one (1) time in any five (5) year period, Tenant shall increase any of the above-referenced policies or coverage amounts in a commercially reasonable manner.

(d) Landlord shall carry commercial general liability insurance with respect to the Residual Property during the Term, and shall further insure against liability for bodily injury, death and property damage (to include contractual liability) occurring upon or in the Residual Property. Such coverage shall be in such amounts, from such companies, and on such other terms and conditions, as Landlord may from time to time reasonably determine. The insurance coverage required under this subsection (d) shall, in addition, extend to any liability of Landlord arising out of Landlord’s indemnities hereinafter provided by means of a contractual liability endorsement.

(e) Notwithstanding any other provisions of this Lease to the contrary, Landlord and Tenant intend that their respective property loss risks shall be borne by responsible insurance carriers to the extent above provided (by way of subrogation or otherwise), and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such coverage is agreed

to be provided hereunder (even though such loss or damage might have been occasioned by the negligence of the other Party or its agents or employees). The Parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder. Landlord and Tenant shall require their respective insurance companies to include a waiver of subrogation provision in their respective policies in order to implement the provisions of this subsection (e).

8. Alterations.

(a) Tenant may at any time, or from time to time, at its sole cost and expense and without obtaining the consent or approval of Landlord, construct Improvements, make changes, alterations, or modifications (collectively, the "Alterations") including, but not limited to demolition, removal and/or reconstruction of the Improvements and any part thereof; provided, however, that such Alterations shall (i) be made in connection with the Permitted Use; and (ii) comply with all laws, statutes, regulations, governmental orders or similar, whether now or hereafter in force, applicable to the Land, or any part thereof, as to the manner of use or occupancy or the maintenance, repair or condition of the Land, or any part thereof (collectively, the "Legal Requirements"). In furtherance, but not in limitation, of the foregoing, Landlord acknowledges that Tenant intends (but shall not be obligated) to construct an energy storage facility and/or photovoltaic solar energy generation and transmission facility on the Land. As part of an Alteration, Tenant shall not demolish and/or remove any Improvements except in accordance with the terms of Section 15 and Section 17 below.

(b) Tenant shall comply with all Legal Requirements and shall, within thirty (30) days after receipt of a written demand by Landlord, discharge, by the filing of a bond or otherwise, any mechanics', materialmen's or other liens actually filed against the Land by reason of the making of any Alterations or otherwise arising out of any work done or materials or supplies furnished, or claimed to have been done or furnished, by a contractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant. If Tenant shall fail to cause such lien or notice to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same, by bonding, payment thereof or otherwise, without duty of inquiry as to the legitimacy thereof. Any amount so paid by Landlord in connection therewith, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord within thirty (30) days after demand.

(c) Prior to the commencement of any Alterations, Tenant shall: (i) secure, pay for and maintain, or cause its contractor(s) to secure, pay for and maintain during the continuance of construction of the Alteration: (A) Worker's Compensation insurance in compliance with statutory limits; and (B) Commercial General Liability with a \$3,000,000 combined single limit per occurrence; and (ii) if required in writing by Landlord, obtain or cause its contractors to obtain commercially reasonable payment and performance bonds covering the faithful performance of the contract for the construction of the Alterations and the payment of all obligations arising thereunder and shall furnish to Landlord evidence of such insurance and bonds upon request. Any bonds obtained pursuant hereto shall be for the mutual benefit of both Landlord and Tenant as obligees and beneficiaries.

9. Repairs, Maintenance, Damage or Destruction.

(a) Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Land or the Improvements. Subject to the terms of Section 7 above, except in the case of Landlord's negligence or willful misconduct, Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Improvements throughout the Term. Tenant shall have no obligation to construct any Improvements, but upon the installation of any such Improvements Tenant shall maintain such Improvements in a good condition for so long as the Improvements comply with Legal Requirements, reasonable wear and tear, casualty damage and condemnation excepted. All insurance proceeds paid

on account of any damage or destruction under the insurance policies maintained by Tenant shall be paid to Tenant. Subject to the terms of Section 7 above, Landlord shall be liable to Tenant for all damages caused to the Facility by Landlord, its employees, agents, contractors, tenants or invitees.

(b) There shall be no abatement or reduction in Rent or Additional Rent should the Land (including the Improvements) be totally or partially destroyed by fire, casualty or any other loss whether insured or not, and regardless of whether rendered untenable or not, unless this Lease shall be terminated as herein provided. If this Lease shall not be terminated as hereinafter provided, then in the event of any loss, the Land and the Improvements shall be promptly and diligently repaired, restored or replaced by Tenant to substantially the same condition of similar quality, character, and utility immediately prior to such casualty, and this Lease shall remain in full force and effect. If: (i) the cost to repair, restore or replace such damaged or destroyed Improvements exceeds fifty percent (50%) of the then replacement value of the Improvements; or (ii) the damage or destruction occurs within the final three (3) years of the Operating Term or any Option Term, then Tenant may, to be evidenced by written notice to Landlord within sixty (60) days after the occurrence of such damage or destruction, elect to terminate this Lease effective as of the date of the damage or destruction. In the event that Tenant elects to terminate this Lease pursuant to the terms hereof, then Tenant shall (x) pay to Landlord a Termination Fee (defined below) within sixty (60) days following the termination of this Lease; and (y) remove the Solar Facility, all other Improvements, Tenant's Personalty and other personal property on the Land and restore the Land to a condition reasonably similar to its original condition, reasonable wear and tear, casualty damage and condemnation excepted within ninety (90) days after the effective date of Tenant's aforesaid election to terminate the Lease. If Tenant elects to terminate this Lease pursuant to this Section 9(b), Landlord and Tenant shall thereafter be released from any further liability under this Lease (other than those obligations theretofore accrued), and this Lease will be of no further force and effect, except those provisions which expressly survive termination of this Lease; provided, however, any and all Rent or other charges paid by Tenant for the period after the effective date Tenant's termination after the occurrence of such damage or destruction, shall be promptly refunded to Tenant by Landlord. The "Termination Fee" shall mean the present value of the Operating Rent due under the Lease from the date of the termination of the Lease through the remainder of Operating Term or the applicable Option Term, discounted at a rate of 7.25%.

Where the Tenant is required to repair, restore or replace the Improvements under this Section 9(b), it shall diligently pursue the issuance of all necessary permits and shall commence such repair, restoration or replacement as reasonably soon as possible thereafter and diligently complete such work, subject, however, to extension by the number of days Tenant is delayed by strikes, shortages of material or labor, abnormal weather or other cause beyond Tenant's reasonable control. All insurance proceeds paid on account of any damage or destruction under the insurance policies maintained by Tenant shall be paid to Tenant.

10. Use of Property; Compliance with Legal Requirements.

(a) Tenant shall have the right during the Term to use and occupy the Land for the Permitted Use.

(b) Tenant shall, throughout the Term, promptly comply with all applicable Legal Requirements now or hereafter applicable to the Permitted Use. Tenant shall, however, have the right to contest any of the foregoing, and if compliance therewith may legally be held in abeyance during such contest without the imposition of any liens on the Land or the Improvements, Tenant may postpone compliance until the final determination of such contest, provided such contest shall be prosecuted in good faith, except that Tenant shall not so postpone compliance therewith so as to subject Landlord to any fine or penalty or to prosecution for a criminal act, or to cause the Land, or any part thereof, to be condemned or vacated.

(c) Tenant hereby covenants and agrees that Tenant shall: (i) give written notice to Landlord of any activity or operation to be conducted by the Tenant, its subtenants, licensees or concessionaires on the Land which involves the use, handling, generation, treatment, storage or disposal of any Hazardous Substance (as defined in Section 23 below). Such written notice shall be delivered to the Landlord at least thirty (30) days prior to the initiation of any such activity or operation and shall contain at least the following: (A) a description of such activity or operation; (B) a detailed description of how and where such Hazardous Substances will be used, handled, generated, treated, stored, disposed, or otherwise managed; (C) a good-faith estimate of the maximum quantity of such Hazardous Substances that will be present at any one time on the Land during any calendar month; (D) a copy of any permits or licenses obtained by Tenant governing the activity or operation; (ii) comply with all present and future Legal Requirements governing the discharge, emission, disposal or Release of any Hazardous Substance in, to or from the Land, other premises or the environment and prescribing methods for storing, handling or otherwise managing Hazardous Substances (hereinafter collectively referred to as the “Environmental Laws”). Tenant shall obtain all permits, licenses and approvals required under any of the Environmental Laws. Tenant shall give prompt written notice to the Landlord of any violation of any of the Environmental Laws by the Tenant, its subtenants, licensees or concessionaires, whether or not a citation or other notice of violation has been issued by a governmental authority, and shall take all steps necessary to remedy such violation; (iii) give prompt written notice to Landlord of any Release of any Hazardous Substance to the Land, the Residual Property, or other premises, and/or the environment at or from the Land, which Release is not made pursuant to and in conformance with the terms of any permit or license duly issued by appropriate governmental authorities, which such notice shall include a description of measures taken or proposed to be taken by Tenant to contain and/or otherwise remedy the Release and any resultant damage to property, persons and/or the environment; and (iv) at its own expense, promptly take all steps necessary to contain and/or otherwise remedy any Release of Hazardous Substances to the Land, the Residual Property, other premises and/or the environment at or from the Land and any resultant damage to the property, persons and/or the environment. As used in this Section 10(c), the term “Release” means any intentional or unintentional spilling, leaking, pumping, emitting, emptying, discharging, escaping, leaching, dumping or disposing of any Hazardous Substance. Landlord hereby acknowledges that the terms of this Section 10(c) shall not be applicable to materials used in Solar Facilities and Hazardous Substances that are used by Tenant in compliance with applicable Legal Requirement for the construction, installation and operation, repair and maintenance of Solar Facilities.

11. Condemnation. If, at any time during the Term, the Land or the Improvements, all or any part thereof, shall be taken in condemnation proceedings, the entire award or compensation that may be made in any such proceeding shall be allocated between Landlord and Tenant as follows: (a) Landlord shall first receive the value of the Land (which shall exclude the value of the Improvements, including, without limitation, the Solar Facility) taken in condemnation proceedings; (b) Tenant shall next receive the portion of the condemnation award equal to the unamortized portion of the costs expended by Tenant in constructing any Improvements on the Land (for purposes of the foregoing, such costs shall be amortized over a period of twenty-five (25) years); and (c) the remaining proceeds shall belong to Landlord. Landlord and Tenant each agree to execute any and all documents that may be required in order to facilitate the collection of any and all such awards or compensation. Tenant shall have the right to participate in any such condemnation proceedings and to be represented by counsel for the purpose of protecting its interest hereunder. Notwithstanding the foregoing, in the event a portion of the Land or Improvements is taken, and Tenant determines (in its sole discretion) that Tenant does not wish to terminate this Lease pursuant to Section 11 below, then the proceeds of such condemnation shall be paid as follows: (i) first, to Landlord in the amount of the value of the Land (which shall exclude the value of the Improvements, including, without limitation, the Solar Facility) taken in condemnation proceedings; (ii) second, to Tenant in the amount required to cover the reasonably anticipated costs of construction or reconstruction of any Improvements necessitated by such partial taking (including any roadway Improvements); and (iii) the remainder to Landlord. If, at any time during the Term, title to less than all of the Land or the Improvements shall be taken in condemnation proceedings, then Tenant shall have the right to determine, in its sole discretion, whether to terminate this Lease or continue this Lease in full force and effect. In the event Tenant elects to continue this Lease, the Rent thereafter payable by Tenant shall be proportionately reduced. Notwithstanding anything in this Lease to the contrary, in

connection with the award for damages arising from any condemnation relating to this Lease, Tenant hereby waives any all claims for the diminution in value of the leasehold interest, reversion, and fee, which shall belong to Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title and interest to any such award.

12. Easements and Encumbrances.

(a) Landlord hereby agrees to grant Tenant a non-exclusive access easement and a non-exclusive utility and transmission easement located in Tenant's Easement Area. Any changes to Tenant's Easement Area shall be subject to Landlord's approval pursuant to Section 4(b) above. Such aforementioned easements shall be delivered by Landlord on forms prepared by Tenant, subject to Landlord's reasonable approval, within fifteen (15) business days of request by Tenant. Such easement shall benefit and be appurtenant to the Land and shall burden the Land and shall run with the land until the expiration or earlier termination of this Lease.

(b) Except as set forth herein, during the Term hereof without Tenant's prior written consent, Landlord will not plant trees or vegetation of any type or allow any trees or other vegetation on the Residual Property and/or any Surrounding Land (as defined below in Section 12(d)) that overshadow or otherwise block access of sunlight to the Improvements. Notwithstanding the foregoing, no plants and other vegetation shall be deemed to be overshadowing or otherwise blocking access of sunlight to the Improvements if such plants and other vegetation on the Residual Property and/or any Surrounding Land is: (i) 50 feet tall or less and located more than 100 feet from the Land; or (ii) 25 feet tall or less and located from 50 feet to 100 feet from the Land; or (iii) 10 feet tall or less and located from 5 feet to 50 feet from the Land.

(c) Landlord hereby grants Tenant the right, but not the obligation, from time to time to trim and to cut down and clear away or otherwise destroy any and all trees, vegetation and brush now or hereafter on the Residual Property or any Surrounding Land and to trim and to cut down and clear away any trees on the Residual Property or any Surrounding Land which now or hereafter: (i) exceed the height thresholds set forth in subsection (b) above and overshadow or otherwise block access of sunlight to the Improvements; or (ii) in the reasonable opinion of Tenant, may be a hazard to the Improvements.

(d) Except as set forth herein below, during the Term hereof without Tenant's prior written consent, Landlord shall not place any buildings or other structures on the Residual Property or any Surrounding Land that overshadow or otherwise block access of sunlight to the Improvements, except that the foregoing prohibition shall not restrict Landlord from installing parking lots, drive aisles, trash and recycling dumpsters, parking lot lighting, utility equipment, directional signage and other site work improvements on the Residual Property and/or any Surrounding Land. Notwithstanding the foregoing, no building or structure shall be deemed to overshadow or otherwise block access of sunlight to the Improvements if such building and/or structure on the Residual Property and/or any Surrounding Land is: (i) 50 feet tall or less and located more than 100 feet from the Land; or (ii) 25 feet tall or less and located from 50 feet to 100 feet from the Land. For purposes of this Lease, the term "Surrounding Land" shall mean any land contiguous to the Land controlled by Landlord, or any Landlord affiliate. In the event Landlord shall sell, convey or otherwise transfer ownership of any of the Surrounding Land, Landlord shall include language in any instrument evidencing the prohibitions set forth in Section 12(b) and Section 12(d).

(e) During the Development Term and the Removal Period, Landlord grants to Tenant the right, privilege, and non-exclusive license to be located at a mutually acceptable location (which may be modified from time to time by Landlord in its reasonable discretion to accommodate construction on the Residual Property) on a portion of the Residual Property to be used for temporary (i) storage and staging of tools, materials and equipment, (ii) construction laydown, (iii) parking of construction crew vehicles and temporary construction trailers, (iv) vehicular and pedestrian access and access for rigging and material handling, and (v) other facilities

reasonably necessary to construct, erect, install, expand, maintain, modify or remove the Facility. Such non-exclusive license shall be terminated upon the expiration of the Development Term, reinstated during the Removal Period, and again terminated upon the expiration of the Removal Period.

13. Encumbrance of the Leasehold Estate; Leasehold Mortgage.

(a) Tenant shall have the right, from time to time, without the prior consent of Landlord, to mortgage, hypothecate, pledge, convey in trust or alienate or otherwise encumber Tenant's leasehold estate in the Land and/or Tenant's fee estate in the Improvements as security for payment of any indebtedness and/or the performance of any obligation by means of a mortgage which encumbers Tenant's leasehold interest in the Land and Improvements which constitutes a first lien on this Lease (each, a "Leasehold Mortgage"). A Leasehold Mortgagee shall mean any lender or other holder of a bona-fide Leasehold Mortgage (a "Leasehold Mortgagee"). Tenant, a Leasehold Mortgagee or holder of the indebtedness secured by the Leasehold Mortgage or trust deed shall have the right, but not the obligation, to notify Landlord, in the manner hereinafter provided for the giving of notice, of the execution of such mortgage or indebtedness, and, in such event, Landlord hereby agrees for the benefit of such Leasehold Mortgagee from time to time:

(i) That Landlord will give to any such mortgagee or holder of indebtedness simultaneously with service on Tenant a duplicate of any and all notices or demands given by Landlord to Tenant from time to time. Such notices shall be given in the manner and be subject to the provisions of Section 26(a) of this Lease. No notice of default sent by Landlord to Tenant shall be deemed to have been given unless and until a copy thereof shall have been so given to a Leasehold Mortgagee. For the benefit of the holder of any Leasehold Mortgage who shall have become entitled to notice as hereinafter provided, Landlord agrees not to accept a voluntary surrender of this Lease at any time while such Leasehold Mortgage shall remain a lien on the leasehold estate, and Landlord and Tenant further agree for the benefit of any Leasehold Mortgagee that, so long as any such Leasehold Mortgage shall remain a lien on the leasehold estate, without the prior written consent of such Leasehold Mortgagee, Landlord will not subordinate this Lease to any mortgage which may hereafter be placed on the fee of the Land, unless Landlord provides Tenant an SNDA pursuant to the terms of Section 24, below.

(ii) Such Leasehold Mortgagee shall have the right, but not the obligation, of performing any of Tenant's covenants hereunder or of curing any default by Tenant hereunder or of exercising any election, option or privilege conferred upon Tenant by terms of this Lease. For purpose of clarification, any Leasehold Mortgagee shall be liable to perform obligations under this Lease only for and during the period of time that such Leasehold Mortgagee has taken assignment of the leasehold estate.

(iii) No liability for the payment of rental or the performance of any Tenant's covenants and agreements hereunder shall attach to or be imposed upon any Leasehold Mortgagee, all such liability being hereby expressly waived by Landlord. Notwithstanding anything contained in the foregoing to the contrary, after delivery of a default notice to Leasehold Mortgagee and the expiration of all applicable cure periods, including, without limitation, the applicable cure periods set forth in Section 16(b), below, the failure by any Leasehold Mortgagee to timely pay rental under this Lease or to perform any other of Tenant's covenants and agreements hereunder shall constitute a default and, subject to the terms of Section 16(b), below, Landlord shall be entitled to pursue all other remedies available to it at law or in equity including termination of this Lease.

(iv) Except as expressly set forth in this Lease, including, without limitation, Section 16(b), below, Landlord shall have no obligation to enter into any agreement with, or submit any documentation to, the Leasehold Mortgagee. Landlord and Tenant hereby agree that, subject to the terms of Section 16(b), below, any such agreement or documentation shall be in a form mutually acceptable to the parties that are a party thereto as determined in each such party's sole and absolute discretion. Tenant further agrees that in connection with any such agreement or documentation, Landlord shall incur no liability thereunder, and Landlord

shall not be required to subordinate its interest in this Lease nor shall such documentation encumber Landlord's fee or reversionary interest in the Land.

(b) Subject to the terms of Section 14(a), below, Landlord and Tenant agree that the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or of the leasehold estate created by this Lease, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of the leasehold estate created by this Lease so as to require such Leasehold Mortgagee, as such, to assume the performance of the terms, covenants, or conditions on the part of Tenant to be performed, hereunder.

(c) If this Lease has not been terminated, Landlord and Tenant agree that if the Leasehold Mortgage shall be foreclosed, or the leasehold estate created by this Lease is otherwise acquired under the Leasehold Mortgage (which foreclosure or acquisition shall be in the name of the Leasehold Mortgagee), the Leasehold Mortgagee shall be deemed to be an approved assignee or transferee within the meaning of Section 14(a) below only after the following conditions are satisfied: (x) the Leasehold Mortgagee gives notice to Landlord in writing of any such transfer of title to Leasehold Mortgagee setting forth the name and address of the Leasehold Mortgagee and the effective date of the transfer, (y) the Leasehold Mortgagee cures each and every Event of Default by Tenant; (z) and the Leasehold Mortgagee, assumes and agrees to be bound by all of the covenants and obligations of Tenant under this Lease accruing from and after the effective date of the foreclosure or acquisition by a written assumption agreement delivered to Landlord (together with a copy of the document by which such transfer was made) within thirty (30) days after the foreclosure or acquisition. If the Leasehold Mortgage shall be foreclosed, or the leasehold estate created by this Lease is otherwise acquired under the Leasehold Mortgage by the Leasehold Mortgagee, the written consent of Landlord shall not be required to a transfer of the title to the leasehold created by this Lease to the Leasehold Mortgagee, and Tenant shall NOT be released or discharged from any liability under this Lease and Tenant shall remain liable with the same force and effect as though no such foreclosure or acquisition had been made.

(d) Notwithstanding any Leasehold Mortgage, pledge or other encumbrance (whether with Landlord's consent or in a breach of this Lease), Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

14. Assignment.

(a) Tenant may not sell, transfer or assign this Lease without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, as long as Tenant is not in default beyond any applicable notice and cure period, then Tenant may in its sole discretion assign this Lease without the consent of Landlord to (i) any company directly or indirectly controlling, controlled by or under common control with Tenant; (ii) any entity engaged in a joint venture, partnership or similar arrangement with Tenant, an affiliate, subsidiary or parent of Tenant, or a subsidiary or affiliate of Tenant's parent; (iii) any person or entity purchasing or otherwise succeeding to all or substantially all of the assets of Tenant; or (iv) to any individual, entity, financial institution, leasing company, or lender providing funds or extending credit to Tenant for the purpose of leasing the Land or constructing, maintaining, repairing and operating the Solar Facilities (each a "Permitted Transfer"). Any attempted transfer, assignment of subletting, license, or concession agreement or hypothecation or other encumbrance that requires Landlord's consent as herein provided or during any such time as Tenant shall be in default hereunder, shall be void and confer no rights upon any third party. Except for a Permitted Transfer, Tenant shall provide Landlord with financial statements for the proposed transferee, a fully executed copy of the proposed transfer, assignment, hypothecation, encumbrance, subletting, license and/or concession or other transfer documentation and such other information as Landlord may reasonably request, and Tenant shall pay to Landlord a review fee of \$750.00 for Landlord's review of any such transfer or requested transfer. If Landlord shall consent to any requested transfer, assignment, hypothecation, encumbrance, subletting, license and/or concession, such consent shall be deemed consent to that particular transaction only and shall not be

deemed consent to any other or future transfer, assignment, hypothecation, encumbrance, subletting, license and/or concession, as the case may be. Whether or not expressly provided in any Landlord consent to a transfer or assignment of this Lease, it is hereby understood and agreed that no assignment or transfer of this Lease shall be deemed valid and enforceable unless the assignee or other transferee agrees directly with Landlord in writing to assume and be bound by all of the obligations of the Tenant under this Lease including, without limitation, the payment of Rent. Any assignment by Tenant pursuant to a Permitted Transfer shall relieve Tenant of all future performance, liabilities, and obligations under this Lease (but not from existing liabilities or obligations that accrued prior to the date of such assignment), provided that the assignee assumes all of the obligations of Tenant under this Lease arising after the date of the assignment and provided further that the assignee shall be obligated to cure any and all existing Events of Default by Tenant.

(b) In the event of the sale or other transfer of Landlord's right, title and interest in the Land (except in the case of a sale-leaseback financing transaction in which Landlord is the lessee), Landlord shall transfer and assign to such purchaser or transferee all amounts of pre-paid Rent, and provided that such assignee has assumed in writing all of Landlord's obligations under this Lease accruing after the date of the sale or other transfer, Landlord thereupon without further act by either Party hereto shall be released from all liability and obligations hereunder derived from this Lease arising out of any act, occurrence or omission relating to the Land or this Lease occurring after the consummation of such sale or transfer. Landlord shall provide Tenant with written notice of such assignment within thirty (30) days of such assignment.

15. Liens. Landlord acknowledges and agrees that Landlord shall not have, unless and until Landlord becomes a judgement credit, a lien nor have a right to a lien on any of Tenant's personal property, including, but not limited to, the Solar Facility, Tenant's inventory, trade fixtures, removable equipment, fixtures and all Improvements ("Tenant's Personalty"), and all of Tenant's Personalty shall be deemed the personal property of Tenant in accordance with the laws of the State of Delaware. Landlord expressly subordinates its lien or related rights, if any, granted or conferred upon Landlord by the Legal Requirements on any of Tenant's Personalty to the lien of Leasehold Mortgagee. Landlord agrees, upon written request by Tenant, to cause any lender or mortgagee having a security interest in the Property or the Land to specifically acknowledge the rights of any Leasehold Mortgagee under this Lease. This provision is operative without execution of any further documentation, and may be relied on by any Leasehold Mortgagee in extending credit to Tenant. Any Leasehold Mortgagee shall be a third-party beneficiary of Section 15 of this Lease and may take action against Landlord (i) to enforce its rights and Tenant's rights or (ii) in the event of a breach by Landlord of its duties under this provision.

16. Default Provisions.

(a) The following events shall be referred to herein as "Events of Default" and each an "Event of Default":

(1) if either Party shall default in the due and punctual payment of any monetary sums payable under this Lease, when and as the same shall become due and payable, and such default shall continue for more than ten (10) days after a written notice therefor shall have been received by the defaulting Party; or

(2) if either Party shall default in keeping, observing or performing any of the non-monetary terms, covenants or conditions contained in this Lease, and if such default is not remedied (A) within thirty (30) days after the defaulting Party shall have received a written notice specifying such default, or (B) in the case of any such default which cannot with due diligence and in good faith be cured within thirty (30) days, within such additional period as may be reasonably required to cure such default with due diligence and in good faith (it being intended that, in connection with any such default which is not susceptible of being cured with due diligence and in good faith within thirty (30) days, the time within which the defaulting Party is required to cure such default

shall be extended for such additional period as may be reasonably necessary for the curing thereof with due diligence and in good faith, provided that in no event shall such period exceed ninety (90) days).

(b) Upon the occurrence of any Event of Default by Tenant hereunder, Landlord agrees, prior to taking any action to terminate this Lease, to send, by registered or certified mail, written notice of such default to any Leasehold Mortgagee. Upon receipt of such notice of default, the Leasehold Mortgagee shall thereafter have the right, but not the obligation, to cure such defaults within the following time periods: (i) for defaults by Tenant in the payment of money, ten (10) days; and (ii) for all other defaults hereunder, thirty (30) days; provided, however in the case of any such default which cannot with due diligence and in good faith be cured within thirty (30) days, within such additional period as may be reasonably required to cure such default with due diligence and in good faith (it being intended that, in connection with any such default which is not susceptible of being cured with due diligence and in good faith within thirty (30) days, the time within which the Leasehold Mortgagee may elect to cure such default shall be extended for such additional period as may be reasonably necessary for the curing thereof with due diligence and in good faith, provided that in no event shall such period exceed ninety (90) days). During the period that such Leasehold Mortgagee shall be in possession of the Land and/or during the pendency of any foreclosure proceedings instituted by any Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the Rent and all other charges of whatsoever nature payable by Tenant hereunder which have been accrued and are unpaid and which will thereafter accrue during said period. Landlord agrees that, so long as Leasehold Mortgagee shall have the right to cure any default by Tenant under this Lease, as provided herein, Landlord shall not take any action to terminate this Lease. In the event that the default under this Lease is a result of the bankruptcy of Tenant or is otherwise incapable of being cured by Leasehold Mortgagee or if the Lease is rejected in connection with a bankruptcy proceeding by Tenant, a trustee in a bankruptcy or such other party to such proceeding on behalf of Tenant, within ten (10) days after a request from Leasehold Mortgagee, which request has been made within thirty (30) days following Leasehold Mortgagee's receipt of written notice of such default or rejection of the Lease in a bankruptcy proceeding, Landlord agrees that it will, at or Leasehold Mortgagee's sole option, enter into a new ground lease (a "New Lease") with Leasehold Mortgagee or its nominee for the remaining portion of the Term, and upon the terms and conditions that would have been applicable for such period under this Lease had the default not occurred, it being the intention of the parties, if any Leasehold Mortgagee so elects, to preserve the Lease and the benefit of the leasehold estate created by this Lease for the benefit of any Leasehold Mortgagee without interruption and for no additional consideration from any Leasehold Mortgagee. The Leasehold Mortgagee shall not have the right to designate Tenant to enter into the New Lease without Landlord's prior consent, which may be granted or withheld in Landlord's sole and absolute discretion, provided, however, if Landlord consents to such New Lease with Tenant then Tenant and Landlord acknowledge and agree that Lender shall have the right to encumber the New Lease and the estate created thereby with a mortgage (as the case may be) on the same terms and conditions, and with the same first lien priority as the Leasehold Mortgage, it being the intention of the parties to preserve the priority of the Leasehold Mortgage, the New Lease and the leasehold estate created by the New Lease for the benefit of Lender without interruption. For purposes of this Lease, "Lender" shall mean a bank, savings bank, trust company, insurance company, pension or profit-sharing trust, retirement or welfare fund, real estate investment trust or any other institutional lender that makes bona-fide, loans in an arm's-length transaction. Notwithstanding anything contained in this Lease to the contrary, Landlord's fee interest in the Land shall not be subject to the lien of a Leasehold Mortgagee.

(c) Upon the occurrence of an Event of Default on the part of Tenant hereunder, then and in each case, Landlord may treat the occurrence of such Event of Default as a breach of this Lease and, in addition to any and all other rights or remedies of Landlord in this Lease or at law or in equity provided, it shall be, at the option of Landlord without further notice or demand of any kind to Tenant, or any other person:

(1) the right of Landlord, even though it may have relet the Land as hereinbelow provided, to declare the Term ended and take possession of the Land and remove all persons therefrom, and Tenant shall have no further claim thereon or thereto. Landlord shall, notwithstanding any such termination of this Lease, be entitled to recover from Tenant as damages (all of which shall be immediately due and payable) any unpaid Rent

and Additional Rent, including interest thereon, due and owing as of the date of termination plus an amount equal to the loss of rent for the balance of what otherwise would have been the Term had not the same been terminated plus any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's default including, without limitation, the cost of removing the Facilities and Tenant's Personalty and restoring the Land to its original condition, and reasonable attorneys' fees;

(2) the right of Landlord to bring suit for the collection of Rent and Additional Rent, as it accrues pursuant to the terms of this Lease, and damages (including, without limitation, reasonable attorneys' fees and the cost of removing the Facilities and Tenant's Personalty and restoring the Land to its original condition) without retaking possession of the Land or cancelling this Lease or after retaking possession of said Land and/or cancelling this Lease; or

(3) the right of Landlord to re-enter or retake possession of the Land from Tenant by summary proceedings or otherwise and to remove, or cause to be removed, tenant or any other occupants from the Land in such manner as Landlord shall deem advisable with or without legal process and using self-help as necessary; and it is agreed that the commencement and prosecution of any action by Landlord in unlawful detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Land or any other re-entry and removal shall not be construed as an election to terminate this Lease whether or not such entry or re-entry be had or taken under summary proceedings or otherwise, and shall not be deemed to have absolved or discharged Tenant from any of its obligations or liabilities for the remainder of the Term. Tenant shall, notwithstanding any such entry or re-entry, continue to be liable for the payment of Rent and Additional Rent and the performance of the other covenants, conditions and agreements by Tenant to be performed as set forth in this Lease, and Tenant shall pay to Landlord all monthly deficits in Rent and Additional Rent, after any such re-entry, in monthly installments as the amounts of such deficits from time to time are ascertained. In the event of any such ouster, Landlord shall have the right but not the duty to rent or lease the Land to some other person, firm or corporation (whether for a term greater or less than equal to the expired portion of the Term or whether the Land leased by the new lease include more or less acreage than the Land) upon such terms and conditions and for such rental as the Landlord may deem proper and to collect said rental and any other rental that may thereafter become payable, in which event the rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness other than Rent and Additional Rent due hereunder from Tenant to Landlord; second, to the payment of any cost of recovery of possession and reletting (including without limitation the making of alterations or repairs to the Land which Landlord deems advisable); third, to the payment of the cost of any alterations and repairs to the Land; fourth, to the payment of Rent and Additional Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent and Additional Rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of Rent and Additional Rent hereunder, be less than the Rent and Additional Rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly; Tenant shall have no right to any excess. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses, including, but not limited to, brokerage commissions and attorneys' fees, incurred by Landlord in recovery and reletting or in making such alterations and repairs not covered by the rental received from such reletting. Nothing in this Lease contained shall be construed as obligating the Landlord to relet the whole or any part of the Land whatsoever. In the event of any entry or taking possession of the Land as aforesaid, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the Facilities and/or Tenant's Personalty located thereon and may place the same in storage at a public warehouse at the expense and risk of the owner or owners thereof. The terms "re-enter" or "re-entry" as used in this Lease are not and shall not be restricted to their technical meaning but are used in their broadest sense.

(d) If Landlord shall commence any proceedings for non-payment of Rent and/or Additional Rent, Tenant will not interpose any counterclaim or setoff of whatever nature or description in any such proceeding (other than counterclaims which pursuant to the rules of court are deemed compulsory); the Parties hereto

specifically agreeing that Tenant's covenants to pay Rent, Additional Rent or any other payments required of it hereunder are independent of all other covenants and agreements in this Lease contained, provided, however, that this shall not be construed as a waiver of Tenant's right to assert such a claim in any separate action brought by Tenant.

(e) Upon the occurrence of an Event of Default on the part of Landlord hereunder, Tenant shall have the right to pursue the remedy of specific performance and other equitable relief. If, and only if, the remedy of specific performance or other equitable relief is not available or does not otherwise make Tenant whole then Tenant may seek money damages for the actual loss arising from Landlord's Event of Default hereunder. In no event shall Landlord be liable to Tenant for any consequential damages under this Lease.

(f) Landlord and Tenant expressly waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way connected with this Lease, their relationship as landlord and tenant, Tenant's use and occupancy of the Land, and/or claim of injury or damage.

17. Surrender of Possession.

(a) Removal Period. Except as set forth herein, upon expiration or earlier termination of the Term, Tenant shall not remove the Solar Facility or any of Tenant's Personalty or personal property on the Land and the same shall be deemed to have become the property of Landlord. In connection therewith, effective as of the expiration or earlier termination of the Term, Tenant shall cooperate with Landlord and promptly sign the appropriate documentation necessary to effect the transfer of title thereof to Landlord in accordance with Legal Requirement at no cost or expense to Landlord. Notwithstanding the foregoing, at the expiration or earlier termination of the Term, Landlord may elect to cause Tenant to remove all or any portion of the Solar Facility or any of Tenant's Personalty or other personal property on the Land and restore the Land (or portions thereof) to a condition reasonably similar to its original condition, reasonable wear and tear, casualty damage and condemnation excepted. In the case of a Lease expiration, such election by Landlord shall be given to Tenant not less than one hundred eighty (180) days prior to the expiration of the Lease (and in the case of an early Lease termination, Landlord shall make such election within ninety (90) days after the effective date of such early termination) (in each case, a "Removal Notice"). In connection with Tenant's removal thereof Landlord shall promptly execute and deliver any and all permits and permit applications necessary or desirable so that Tenant may remove the Solar Facility and all of Tenant's Personalty in the manner required by Governmental Authorities. Any Solar Facility or Tenant's Personalty or other personal property not so removed by the expiration of the Removal Period (defined in Section 17(c), below) shall be deemed to have been abandoned by Tenant and to have become the property of Landlord and may be retained by Landlord or disposed of at Tenant's expense (Tenant hereby agreeing to remain liable for the cost thereof even though this Lease shall have terminated) as Landlord shall so desire. Tenant shall decommission, dismantle and remove the Solar Facility, Tenant's Personalty and/or restore the Land by no later than the expiration of the Removal Period.

(b) Decommissioning Bond. On or before the last day of the first (1st) full calendar year following the Commercial Operation Date, Tenant shall provide to Landlord a decommissioning and removal bond in an amount sufficient to decommission and remove the Solar Facility and Tenant's Personalty and/or restore the Land, as determined by a report prepared by a qualified, third-party engineer designated and employed at Tenant's expense (the "Decommissioning Bond"); provided, however, if any governmental or quasi-governmental agency shall require a Decommissioning Bond in connection with the Solar Facility and/or Tenant's Personalty (a "Governmental Decommissioning Bond Obligation"), then satisfaction by Tenant of such Governmental Decommissioning Bond Obligation shall be deemed to satisfy Tenant's obligation to provide a Decommissioning Bond hereunder and no additional bond shall be required hereunder unless such Governmental Decommissioning Bond Obligation does not fully and completely impose on Tenant the obligation of decommissioning and removing

the Solar Facility and Tenant's Personalty from the Land and restoring the Land, such that Landlord shall be relieved from any such obligation or duty to do so. If Tenant elects to extend the Lease through an Option Term, or upon a material Alteration of the Facilities, Tenant shall obtain a new Decommissioning Bond at Tenant's sole costs and expense (with updated coverage amounts). In the event that the Decommissioning Bond is obtained by Tenant prior to the date that Tenant satisfies the Governmental Decommissioning Bond Obligation, upon satisfaction of such Governmental Decommissioning Bond Obligation by Tenant in accordance with this Section 17(b), Tenant shall have no further obligation to maintain any prior Decommissioning Bond obtained by Tenant and the same may, at Tenant's election, be retired and/or cancelled by Tenant.

(c) Removal Period. In the event that Landlord elects to have Tenant remove the Solar Facility and Tenant's Personal Property upon the expiration or earlier termination of this Lease, then Tenant shall have a period not to exceed one hundred eighty (180) days ("Removal Period") during which to cause the removal of the Solar Facility and Tenant's Personal Property. The same terms and conditions during the Operating Term shall be applicable during the Removal Period (including Tenant's obligation to pay Additional Rent), provided, however, that (i) during the initial ninety (90) days of the Removal Period, Tenant shall pay Rent in an amount equal to the Operating Rent payable under this Lease immediately preceding the Removal Period prorated on a monthly basis, and (ii) during the remainder on the Removal Period, Tenant shall pay rent in an amount equal to double the Operating Rent payable under this Lease immediately preceding the Removal Period prorated on a monthly basis.

18. Indemnification.

(a) Subject to the terms of Section 7(d), and provided that Landlord notifies Tenant in writing of any such third-party claims within a reasonable amount of time after Landlord becomes aware of such claim, Tenant shall protect, defend, indemnify and hold harmless Landlord from and against any and all liabilities, fines, claims, damages and actions, costs and expenses of any kind or nature (including attorneys' fees) and of anyone whatsoever (i) relating to or arising from the use and occupancy of the Land by Tenant, its agents, contractors or employees, (ii) due to or arising out of mechanic's lien filed against the Land and/or the Property, or any part thereof, for labor performed or for materials furnished, or claimed to be furnished, to Tenant, (iii) due to or arising out of any breach, violation or nonperformance of any covenant, condition or agreement set forth and contained in this Lease on the part of Tenant to be fulfilled, kept, observed and performed, (iv) due to or arising out of any fines or penalties, and legal fees in connection with (but not limited to) loss of life, personal or bodily injury, disease, sickness, mental distress or damage to any property (including any loss of use) from Tenant's actions under this Lease; or (v) due to or arising out of any act, activity, conduct, omission or operation involving the Release (as defined in Section 10(c) above), use, handling, sale, generation, treatment, storage, disposal, or other management of any Hazardous Substance (as defined in Section 23 below) at or from the Land by Tenant, its contractors, agents or employees, whether or not Tenant has acted negligently with respect to such Hazardous Substance; provided that the terms of the foregoing indemnity shall not apply to claims caused by the gross negligence or willful act or omission of the Landlord, its agents, contractors or employees. Notwithstanding anything to the contrary contained in the foregoing, Tenant shall at all times remain liable for, and indemnify and hold harmless Landlord as aforesaid against, any damage or injury arising from perils against which Tenant is required by this Lease to insure, irrespective of whether Tenant actually maintains such insurance.

(b) Subject to the terms of Section 7(d), and provided that Tenant notifies Landlord in writing of any such third-party claims within a reasonable amount of time after Tenant becomes aware of such claim, Landlord shall protect, defend, indemnify and hold harmless Landlord from and against any and all liabilities, fines, claims, damages and actions, costs and expenses of any kind or nature (including attorneys' fees) and of anyone whatsoever: (i) due to or arising out of any intentional conduct or negligence of Landlord or Landlord's agents, contractors or employees; (ii) due to or arising out of any breach, violation or nonperformance of any covenant, condition or agreement set forth and contained in this Lease on the part of Landlord to be fulfilled, kept, observed and performed; (iii) the failure of any representation or warranty made by Landlord herein to be true when made;

(iv) due to or arising out of any fines or penalties, and legal fees in connection with (but not limited to) loss of life, personal or bodily injury, disease, sickness, mental distress or damage to any property (including any loss of use) from Landlord's actions under this Lease, or (v) due to or arising out of any act, activity, conduct, omission or operation involving the Release, use, handling, sale, generation, treatment, storage, disposal, or other management of any Hazardous Substance at or from the Property by Landlord, its contractors, agents or employees whether or not Landlord has acted negligently with respect to such Hazardous Substance; provided that the terms of the foregoing indemnity shall not apply to claims caused by the gross negligence or willful act or omission of Tenant, its agents, contractors or employees. Notwithstanding anything to the contrary contained in the foregoing, Landlord shall at all times remain liable for, and indemnify and hold harmless Tenant as aforesaid against, any damage or injury arising from perils against which Landlord is required by this Lease to insure, irrespective of whether Landlord actually maintains such insurance.

19. Quiet Enjoyment.

(a) Landlord covenants that Tenant, upon paying the Rent and Additional Rent provided for in this Lease, and upon keeping, performing and observing the terms, covenants and conditions of this Lease on its part to be kept, observed and performed, shall and may peacefully and quietly have, hold, occupy and enjoy the Land for the entire Term, without hindrance, ejection or molestation by Landlord or any party claiming under or through Landlord, subject, nevertheless, to the terms and conditions of this Lease, and mortgages and other matters to which this Lease is subordinate.

(b) Landlord covenants that Tenant and Tenant's designees (including any Leasehold Mortgagee and any local electric distribution owner or operator providing electric distribution and interconnection services to Tenant at the Land, as well as any other electric distribution or transmission owner or operator with approval and/or consent rights of any kind in connection with the Solar Facility) shall have the non-exclusive right of pedestrian and vehicular ingress and egress from a public right of way, seven (7) days a week, twenty four (24) hours a day, over, in and through the Land and Tenant's Easement Area for the purpose of construction, installation, operation, interconnection, inspection, maintenance, repair and improvements of the Solar Facility.

20. Inspection by Landlord. Tenant shall permit Landlord, or its authorized representatives, to enter the Land and the Improvements at all reasonable times during usual business hours, upon at least two (2) business days' prior notice from Landlord (such notice may be via electronic mail at the email address specified in Section 16 of the Summary) for the purposes of inspecting the Land. In addition, Landlord's notice shall identify any third parties who intend to accompany Landlord on the Land by the name of the employer. Any access to the Land must be in the accompaniment of a representative of Tenant and must be in compliance with Tenant's security procedures with respect to any such entry, which may at Tenant's reasonable discretion require the execution of a nondisclosure agreement. Tenant shall have the right to deny access to the Land to third parties if (i) Tenant determines in its reasonable discretion that allowing such third-party potential exposure to Tenants' proprietary and confidential information within the Land would be detrimental to Tenant's business interests, or (ii) such third party fails to provide Tenant with a reasonable executed non-disclosure and confidentiality agreement prior to accessing the Land. Any such access shall not unreasonably interfere with Tenant's business operations at the Land. For purposes of the foregoing, "third parties" shall not be deemed to include the individual members and/or owners of Landlord.

21. Landlord's Consent. Unless expressly set forth in this Lease to the contrary, Landlord and Tenant agree that whenever it is provided in this Lease that the prior consent or approval of Landlord or Tenant (as applicable) is required, Landlord and Tenant will not unreasonably withhold, condition or delay the giving of such consent or approval.

22. Limitation on Liability.

(a) Landlord agrees that any claim, judgment or decree of any court against Tenant and in favor of Landlord as a result of any default or breach of any of the terms, covenants, conditions or limitations contained in this Lease on Tenant's part to be kept, observed and performed, shall be satisfied by Landlord resorting to the interest of Tenant in this Lease and any other assets of Tenant, but not against the assets of Tenant's officers, directors, employees, shareholders, members, partners, other equity owners, and Landlord shall not have the right to seek or obtain a personal judgment against Tenant's officers, directors, employees, shareholders, members, partners, other equity owners for any damages.

(b) Notwithstanding anything to the contrary contained in this Lease to the contrary, Tenant shall look solely to the estate and property of the Landlord in the Land for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in any claims arising out of or related to this Lease or any of the terms, covenants and conditions hereof to be observed and/or performed by Landlord and no other portion of the Property or other property or assets of the Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies and none of Landlord's members, partners, officers, agents or employees, or its or their successors or assigns, shall be personally liable hereunder.

23. Landlord's Covenants, Representations and Warranties.

(a) Subject to the terms of Section 23(a), below, Landlord hereby covenants and agrees to give Tenant exclusive possession of the Land on the date (the "Delivery Date") that is five (5) days after Tenant notifies Landlord, in writing, that it will commence construction activities at the Land, free and clear of all tenants, licensees and occupants (the "Construction Commencement Notice"). At such time of delivery, Landlord shall deliver the Land to Tenant in its then current "as-is" condition, provided, however, that following Tenant's delivery of Construction Commencement Notice, Landlord remove all personal property and equipment from the Land, it being understood that neither Landlord nor any other party under Landlord's control shall have the right to enter onto the Land from and after the date specified in the Construction Commencement Notice.

Tenant hereby acknowledges that Landlord has leased the Land during the 2021 calendar year to a third party (the "Existing Tenant") pursuant to a lease (the "Farm Lease") for the purpose of farming. In connection with the foregoing, Landlord shall have the right to maintain its lease with the Existing Tenant, provided that (i) Landlord shall cause all farming operations to cease on the Land on or before December 31, 2021 and shall not lease the Land to any third party for the purpose of farming or otherwise after December 31, 2021, and (ii) the term of the Farm Lease shall expire on or before December 31, 2021 (i.e., in no event shall Landlord have the right to extend the term of the Farm Lease beyond December 31, 2021). Landlord hereby agrees to cause the Existing Tenant to allow Tenant access to the Land for the purposes set forth in Section 4(a) of this Lease and in connection with Tenant's exercise of its rights under this Lease. In the event that the Existing Tenant has not surrendered possession of the Land to Landlord on or before December 31, 2021, then Landlord shall use all commercially reasonable efforts, including the institution of legal proceedings, to evict the Existing Tenant in possession of the Land. Provided that Landlord has timely commenced such eviction proceedings and is actively and continuously pursuing such eviction Landlord shall not in any manner be liable to Tenant for damages or any other claim resulting from failure to deliver the Land and Tenant hereby waives all such liability whatsoever.

(b) Subject to the terms of Section 20 above, Landlord agrees, for itself and for parties under its control, not to allow entry upon the Land except as expressly set forth herein, and shall not interfere with or handle any of Tenant's equipment or the Solar Facility without written authorization from Tenant, provided that Landlord will provide Tenant with at least two (2) business days' notice, except in the event of an emergency, in which case Landlord will give such notice as is practicable under the circumstances to promptly notify Tenant upon the discovery of an emergency condition at or in the Solar Facility. Such notice need not be in writing and may be via electronic mail at the email address specified in Section 16 of the Summary.

(c) Except as set forth in the Phase I Reports (as defined below in this subsection (d)), to the best of Landlord's knowledge, Landlord represents and warrants to Tenant that no underground storage tanks for petroleum or any other substance, or underground piping or conduits are or have previously been located on the Property or the Land, and no asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other Hazardous Substances have been placed on or in any structure on the Property or the Land by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property or the Land, and there have been no Release of or contamination by Hazardous Substances on the Property or the Land. Landlord has provided Tenant with complete copies of the Phase I Reports. For purposes of this Lease, the "Phase I Reports" shall mean the three (3) Phase One Environmental Site Assessment reports, conducted by Atlantic Resource Management, Inc., for the following properties: (i) Tax Map Number 4-33-6.00 Parcel 20.00, dated August 25, 2005; (ii) Tax Map Number 4-33-6.00 Parcel 26.00, dated March 15, 2005; and (iii) Tax Map Number 4-33-6.00 Parcel 18.00, dated September 30, 2005. To the best of Landlord's knowledge, Landlord represents and warrants to Tenant that Landlord has provided Tenant with all environmental studies, records and reports in its possession or control conducted by independent contractors or Landlord, and all of Landlord's correspondence with any public or quasi-public authority having jurisdiction concerning environmental conditions of the Property or the Land, or which identify underground storage tanks or otherwise relate to contamination of the soil or groundwater of the Property, the Land or effluent into the air.

(d) Landlord has not received notice of or been served with any pending or threatened litigation, condemnation, foreclosure or deed in lieu thereof with respect to any portion of the Property relating to or arising out of the ownership of the Property or the Land by any person, company or governmental instrumentality.

(e) Landlord represents to Tenant that (i) as of the date of this Lease, Landlord has lawful title to and is the fee owner of the Property and the Land; (ii) Landlord has the full power and authority to enter into this Lease, and (iii) except for the Farm Lease Landlord has not leased or granted any other party any rights to the Land.

(f) Under no circumstances shall Landlord be responsible for the Release, discharge or presence of Hazardous Substances caused by Tenant or Third Parties (defined below). Under no circumstances shall Tenant be responsible for the Release, discharge or presence of Hazardous Substances caused by Landlord or Third Parties. Notwithstanding the foregoing, "Third Parties" shall be deemed to refer to parties not affiliated with Landlord or Tenant. Third Parties shall not include the Parties' respective employees, agents or contractors.

(g) Tenant represents and warrants that the entity entering into this Lease (the "Original Initial Tenant") shall be the initial entity that enters into all the leases and/or licenses related Solar Facilities to be constructed and installed in the State of Delaware, provided, however, that, subject to the terms of Section 14(a) of this Lease, the Original Initial Tenant will have the right to assign its interest in all such leases and/or licenses to other entities.

As used in this Lease, the term "Hazardous Substance" as used in this Lease shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the statutes or regulations listed below and any and all of those substances included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "hazardous chemical substance or mixture", "imminently hazardous chemical substance or mixture", "toxic substances", "hazardous air pollutant", "toxic pollutant" or "solid waste" in the statutes or regulations listed below. Hazardous Substances shall also mean any and all other similar terms defined in other federal state and local law, statues, regulations, orders or rule and materials and wastes which are, or in the future become, regulated under applicable local, state or federal law for the protection of health or the environment or which are classified as hazardous or toxic substances, materials or waste, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls,

(v) flammable explosives, (vi) urea formaldehyde, (vii) mold and fungal material, and (viii) radioactive materials and waste. In addition, a Hazardous Substance shall include: (1) A “Hazardous Substance”, “Hazardous Material”, “Hazardous Waste”, or “Toxic Substance” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended by the Superfund Amendment and Reauthorization Act of 1986; (2) “Oil” or a “Hazardous Substance” listed or identified pursuant to § 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as well as any other hydrocarbonic substances or by-product; (3) A material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, damages or threatens to damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or public agency requires in order for the property to be put to any lawful purpose; (4) Pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136, et seq.; (5) Asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq.; (6) Any radioactive material including, without limitation, any “source material”, “special nuclear material”, “by-product material”, “low-level wastes”, “high-level radioactive waste”, “spent nuclear fuel” or “transuranic waste”, and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. §§ 2011, et seq., or the Nuclear Waste Policy Act, 42 U.S.C. §§ 10101, et seq.; (7) Industrial process and pollution control wastes, whether or not “hazardous” within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; (8) Any substances regulated under the Occupational Safety and Health Act, 29 U.S.C. §§ 651, et seq.; (9) Mold and organic material of a mold-inducing nature; (10) Radon; and (11) Any substance regulated under the Clean Air Act, 42 U.S.C. §§ 7401, et seq.

24. Subordination; Non-disturbance. As of the date of this Lease, no portion of the Property, including the Land, is encumbered by the lien of a mortgage and/or deed of trust; provided, however, this Lease shall be subordinate to all future mortgages and/or deeds of trust affecting the Land, and Tenant agrees to subordinate this Lease to any future mortgages and/or deeds of trust (collectively, “Superior Holder”) and to attorn to Landlord’s successor following any foreclosure, sale or transfer in lieu thereof; provided, however, that in consideration of and as a condition precedent to Tenant’s agreement to subordinate this Lease to any future mortgage, deed of trust or other encumbrances, shall be the receipt by Tenant of a subordination non-disturbance (the “SNDA”) and attornment agreement in a commercially reasonable form provided by such Superior Holders. Any such SNDA shall provide, among other things, that Tenant’s occupancy or use of the Land in accordance with the terms of this Lease, including the easements granted under this Lease, will not be disturbed for so long as Tenant shall not be in default. Such SNDA shall be recorded in the official records of the county where the Land is located.

25. Estoppel Certificates. Either Party agrees, at any time and from time to time upon not less than fifteen (15) business days’ prior notice by the other Party or from a mortgagee, to execute, acknowledge and deliver to the other Party, or to any person designated by the other Party, a written estoppel certificate certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), and the dates to which the Rent and Additional Rent has been paid, and stating whether or not, to the best of its knowledge, the other Party is in default in keeping, observing or performing any term, covenant or condition contained in this Lease on the other Party’s part to be kept, observed or performed and, if in default, specifying each such default, and any other factual matters pertaining to this Lease reasonably requested by the other Party, it being intended that any such statement delivered pursuant to this Section may be relied upon by the other Party, or any prospective purchaser or encumbrancer of the Property, the Land or the Improvements or both or any purchaser of Landlord’s interest in the Property or the Land. Such certificates shall not affect, prejudice or waive any rights or remedies of Tenant against Landlord, or Landlord against Tenant.

26. Miscellaneous Provisions.

(a) All notices, approvals, disapprovals or elections required or permitted to be given under this Lease shall be in writing and shall be (i) delivered personally, (ii) mailed, certified return receipt requested, (iii) intentionally omitted, (iv) sent by email transmission, or (v) sent by Federal Express or other national

professional receipted carrier, to the Parties at the addresses set forth in Sections 15 and 16 of the Summary, as applicable, or to such other address for either Party as such Party has notified the other Party of in writing as the address to which notices should thereafter be given, which notice shall be given in accordance with this Section. Notices shall be deemed validly given only upon actual receipt by Tenant or Landlord, as the case may be, at the proper address or when delivery is refused by the addressee, provided, however, that notice sent by email shall only be deemed received when the receiver has confirmed receipt thereof by sending an email transmission to the sender (in which case the sender shall not be required to confirm receipt of the receiver's confirmation email). Any notice sent by the attorneys representing a Party shall qualify as notice under this Lease.

(b) Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural and words in the plural shall be held to include the singular, when the context so requires.

(c) The captions herein are inserted only for convenience, and they are in no way to be construed as a part of this Lease or as a limitation on the scope of the particular provisions to which they refer.

(d) This Lease is made pursuant to, and shall be construed and enforced in accordance with, the laws of the State of Delaware and the laws of the United States of America.

(e) If two or more individuals, corporations, partnerships, limited liability companies, or other business associations (or any combination of two or more thereof) shall sign this Lease as either "Landlord" or "Tenant", each Party comprising a part of "Landlord" or "Tenant", as the case may be, shall be jointly and severally liable for Landlord's or Tenant's obligations (as applicable) under this Lease.

(f) This Lease cannot be changed or terminated orally. This Lease, including the Exhibits hereto, contains the entire agreement between the Parties and is intended by the Parties to set forth their entire agreement in respect of the Land with respect to the subject matter hereof, and any agreement hereafter made shall be ineffective to change, modify or discharge this Lease, in whole or in part, unless such agreement is in writing and signed by the Party against whom enforcement of the change, modification or discharge is sought. There are no oral agreements between the Parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, letters of intent, lease proposals, brochures, agreements, representations, promises, warranties and understandings between the Parties hereto or displayed by Landlord to Tenant with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this Lease. Tenant hereby expressly acknowledges that Landlord or Landlord's employees or agents have made no representations, warranties, inducements or promises with respect to the Land or the Residual Property except as in this Lease expressly set forth.

(g) In the event of any action between the Parties hereto for enforcement or interpretation of any of the terms or conditions of this Lease, the prevailing Party in such action shall be entitled to recover its actual attorneys' fees actually incurred, together with its other reasonable out-of-pocket costs and expenses, including expert witness fees, accounting and other professional fees from the non-prevailing Party to the extent such costs and expenses are awarded by the court.

(h) In the event that either Party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strikes, labor troubles, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Acts of God, fire or other casualty, epidemics or pandemics (including the current pandemic caused by COVID-19 and/or any future pandemic or similar medical situations that effect large numbers of people and result in governmentally required or suggested closures, interruptions or disruptions to normal activity), or other reason of similar or dissimilar nature beyond the reasonable control of the Party delayed in performing work or doing acts required under the terms of

this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this subsection (h) shall not: (i) operate to excuse Tenant from the prompt payment of Rent or Additional Rent or any other payments required by the terms of this Lease; (ii) shall not operate to extend the Development Term, or the Extended Development Term; and (iii) shall not delay the Development Term Outside Date. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a Party.

(i) This Lease shall be and become effective as a lease and agreement only upon legal execution and delivery hereof by Landlord and Tenant. This Lease may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.

(j) No provision of this Lease shall be deemed waived by either Party hereto unless expressly waived in a writing signed thereby. The waiver by either Party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained.

(k) With respect to all time periods set forth in this Lease, time is of the essence.

(l) It is the intention of the Parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision invalid and the other which would render the provision valid, then the provision shall have the meaning which renders it valid. If any term or provision, or any portion thereof, of this Lease, other than the Rent and Additional Rent payment provisions, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable (under Title 25 of the Delaware Landlord-Tenant Code or otherwise), 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. Notwithstanding anything to the contrary contained in this Lease, if Tenant's obligation to pay Rent and/or Additional Rent is severed or held to be unenforceable, the Lease and all of Tenant's rights and obligations hereunder shall, at Landlord's option, be immediately terminated.

(m) The terms of the following Sections shall survive the expiration or earlier termination of this Lease: Section 6, Section 7, Section 9, Section 11, Section 16, Section 18, Section 26, Section 29, Section 30, and Section 31.

27. Non-Merger of Estates. The interests of Landlord and Tenant in the Property or the Land shall at all times be separate and apart, and shall in no event be merged, notwithstanding the fact that this Lease or the leasehold estate created hereby, or any interest therein, may be held directly or indirectly by or for the account of any person who shall own the fee title to the Property or the Land, or any portion thereof; and no such merger of estates shall occur by operation of law, or otherwise, unless and until all persons at the time having any interest in the Property or the Land shall join in the execution of a written instrument effecting such merger of estates.

28. Mineral Rights. Tenant agrees that Tenant shall have no mineral or subsurface rights related to the Land and Tenant shall not have any right to licensee, transfer, assignee or convey the mineral rights of the Land. Landlord hereby represents, warrants and covenants to Tenant that as of the Effective Date, Landlord has not transferred, leased, licensed or otherwise encumbered the mineral rights for the Land. After Tenant takes possession of the Land until the expiration or early termination of the Lease, Landlord shall have no right to access the surface of the Land for the removal of any such minerals; provided, however, Landlord reserves all subsurface rights related to the Land and Landlord may extract the Land's subsurface minerals without accessing the surface thereof so long as such extraction activities do not interfere with Tenant's Permitted Use.

29. Brokers. Neither Landlord nor Tenant shall have any obligation to pay any commissions, finder's fees or brokerage fees with respect to this Lease. Each Party shall defend, protect, indemnify and hold harmless the other from all damages or claims that may be asserted by any broker, finder, or other person with whom the indemnifying Party has purportedly dealt.

30. Recording. Either Landlord or Tenant may record the Memorandum of Lease at any time at the requesting Party's expense, substantially in the form attached to this Lease as Exhibit C (the "Memorandum of Lease"). At Tenant's request, the Parties shall execute such Memorandum of Lease in recordable form, which Tenant may record, at its own expense in the real property records of Sussex County, Delaware. If Tenant exercises such option, Tenant shall remove any such Memorandum of Lease from the title records within thirty (30) days after the expiration or earlier termination of this Lease, at Tenant's sole cost and expense. Landlord agrees to execute and deliver commercially reasonable documents as requested by Tenant and otherwise cooperate with Tenant in order to effectuate such removal; however, Landlord shall not be required to expend any funds or pay any fees in association therewith. Any owner's affidavit or other instruments requested by Tenant, a Leasehold Mortgagee or the Title Company to issue a title policy insuring Tenant shall either be (i) in the form attached hereto as Exhibit F, or (ii) commercially reasonable and subject to Landlord's and Landlord's legal counsel's review and approval in the exercise of their sole discretion.

31. Recording Fees. Tenant shall pay all fees relating to the recording and release of the Memorandum of Lease.

32. Subdivision. Landlord shall use commercially reasonable efforts to subdivide the Land from the remainder of the Property during the Development Term, at its sole cost and expense. Such subdivision shall be performed in accordance with applicable law. Landlord shall use commercially reasonable efforts not to interfere with Tenant's use of the Land for the Permitted Use in connection with Landlord's efforts to subdivide the Property as aforesaid.

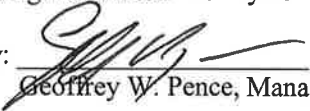
33. Crops. Subject to the terms of Section 12, above, in the event that during the Term, Tenant damages any agricultural crops ("Crops") on the Property, excluding damage that occurs following the Delivery Date to Crops located on the Land, then Tenant shall pay to Landlord a one-time payment in an amount equal to the greater of (a) Landlord's actual out-of-pocket costs and direct damages incurred or suffered in connection with the inability of Landlord or its tenant(s) to harvest any crops intended to be used by Landlord or its tenant(s) or to be sold to third-parties not so harvested due solely to Tenant (or its agents, contractors, invitees or sublessee) damaging any Crops; or (b) Seven Hundred Fifty and No/100 Dollars (\$750.00) per tillable acre of the Property upon which Crops are damaged (the "Crops Payment"). As a condition precedent to the payment of any Crops Payment, Landlord shall provide Tenant with reasonable written evidence of any out-of-pocket costs and direct damages actually incurred or suffered by Landlord due to damages caused by Tenant to the Crops. If due and payable, then subject to the terms of this Section 33, the Crops Payment shall be paid within forty-five (45) days following receipt of such reasonable evidence. For the avoidance of doubt, in no event shall Tenant be liable to Landlord for any consequential damages in connection with the exercise of Tenant's rights under this Lease nor for any damages to Crops on the Land following the Delivery Date.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the Effective Date.

LANDLORD:

FRANKFORD CENTER, LLC,
a Virginia limited liability company

By: 
Geoffrey W. Pence, Manager

TENANT:

DIMENSION DE 1 LLC,
a Delaware limited liability company

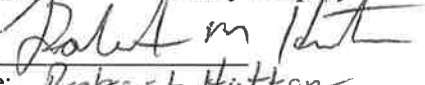
By: 
Name: Robert Hatton
Its: VP, Real Estate

EXHIBIT A

THE PROPERTY

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF DELAWARE, COUNTY OF SUSSEX, AND IS DESCRIBED AS FOLLOWS:

TAX PARCEL NUMBER(S): 433-06.00-0018.00; 433-06.00-20.00; and 433-06.00-0026.00

4-33 6.00 18.00:

ALL that certain tract, piece or parcel of land situate in Dagsboro Hundred, Sussex County and State of Delaware, being more particularly described as follows, to wit:

BEGINNING at an iron pipe located on the Southwesterly right-of-way of County Road 405 (Gum Tree Road), said iron pipe being a corner for this parcel and lands N/F Norman & Franklin Bunting, trustees; thence by and with land N/F Norman & Franklin Bunting, Trustees, South 36 degrees 04 minutes 28 seconds West, a distance of 570.00 feet to an iron pipe; thence North 75 degrees 13 minutes 55 seconds West, thru an iron pipe at 700.00 feet, a total distance of 720.00 feet to a point; thence by and with lands N/F GB Frankford Properties, L.L.C. and the center of Prong #10, Peppers Creek Tax Ditch, North 18 degrees 22 minutes 35 seconds East, a distance of 229.57 feet to a point; thence North 13 degrees 56 minutes 07 seconds East, a distance of 121.12 feet to a point; thence North 00 degrees 44 minutes 21 seconds West, a distance of 151.77 feet to a point; thence North 04 degrees 11 minutes 19 seconds West, a distance of 84.21 feet to a point; thence North 02 degrees 27 minutes 57 seconds West, a distance of 77.11 feet to a point; thence North 19 degrees 16 minutes 08 seconds East, a distance of 53.54 feet to a point; thence North 38 degrees 28 minutes 14 seconds East, a distance of 25.63 feet to a point; thence North 47 degrees 18 minutes 52 seconds East,

a distance of 326.07 feet to a point; thence by and with the Southwesterly right-of-way of County Road 405, South 46 degrees 02 minutes 13 seconds East, a distance of 484.73 feet to an iron pipe; thence by and with lands N/F William O. Bailey, Sr., et ux., South 44 degrees 22 minutes 23 seconds West, thru an iron pipe at 9.88 feet, a total distance of 200.00 feet to an iron pipe; thence South 45 degrees 37 minutes 37 seconds East, a distance of 276.15 feet to an iron pipe; thence North 23 degrees 31 minutes 43 seconds East, a distance of 27.16 feet to an iron pipe; thence by and with lands N/F Frederick E. Poole, et ux., South 69 degrees 30 minutes 22 seconds East a distance of 92.18 feet to an iron pipe; thence North 23 degrees 31 minutes 43 seconds East, a distance of 142.84 feet to an iron pipe; thence by and with the Southwesterly right-of-way of County Road 405, South 43 degrees 27 minutes 59 seconds East, a distance of 156.69 feet to the point and place of beginning, containing 14.42 acres, as surveyed by Land Tech, Land Surveying, LLC, dated August 14, 2005.

4-33 6.00 20.00:

ALL that certain tract, piece or parcel of land situate, lying and being in Dagsboro Hundred, Sussex County, State of Delaware, being more particularly described as follows, to wit:

BEGINNING at an iron pipe located on the southwesterly right of way of County Road 405 (Gum Tree Road), said iron pipe being a corner for this parcel and lands now or formerly of Norris L. Godwin, Jr., etux; thence by and with the southwesterly right of way of County Road 405, South 43 degrees 27 minutes 59 seconds East, a distance 91.34 feet to a point; thence South 45 degrees 08 minutes 02 seconds East, a distance of 203.66 feet to a point; thence by and with the westerly right of way of U. S. Route 113, South 12 degrees 05 minutes 09 seconds East, a distance of 118.20 feet to a point; thence South 10 degrees 19 minutes 44 seconds East, a distance of 55.99 feet to a point; thence South 09 degrees 28 minutes 32 seconds East, a distance of 56.18 feet to a point; thence South 09 degrees 26 minutes 49 seconds East, a distance of 163.29 feet to a point; thence South 11 degrees 47 minutes 39 seconds East, a distance of 65.03 feet to a point; thence South 12 degrees 27 minutes 46 seconds East, a distance of 53.05 feet to a point; thence South 13 degrees 34 minutes 58 seconds East, a distance of 86.78 feet to an iron pipe; thence by and with lands now or formerly of Eugene Mullins, etux, South 77 degrees 57 minutes 24 seconds West, a distance of 170.78 feet to an iron pipe; thence South 16 degrees 10 minutes 07 seconds East, a distance of 244.98 feet to an iron pipe; thence by and with lands now or formerly of Kenneth D. Hooper, etux, South 75 degrees 03 minutes 01 seconds West, a distance of 137.61 feet to an iron pipe; thence South 01 degree 37 minutes 51 seconds East, a distance of 74.56 feet to a point; thence by and with lands now or formerly of Spectrum Property, L.L.C., South 75 degrees 03 minutes 45 seconds West, a distance of 61.68 feet to an iron pipe; thence South 18 degrees 27 minutes 29 seconds West a distance of 302.07 feet to an iron pipe; thence by and with lands now or formerly of George E.A. Empty, etux, South 18 degrees 49 minutes 03 seconds West, a distance of 214.98 feet to an iron pipe; thence by and with lands now of formerly of John E. Drummond, etux, lands now or formerly of Elton T. Holland, lands now or formerly of George F. Empty, and lands now or formerly of Elijah E. Foreman, etux, North 75 degrees 29 minutes 46 seconds West, a distance of 442.12 feet for an iron pipe; thence by and with lands now or formerly of Dukes Family Limited Partnership No. 1 and the center of a ditch, North 11 degrees 18 minutes 13 seconds East, a distance of 532.81 feet to an iron pipe; thence North 76 degrees 45 minutes 42 seconds West, a distance of 432.78 feet to an iron pipe; thence by and with lands now or formerly of Dukes Family Limited Partnership No. 1, South 16 degrees 40 minutes 30 seconds West, 318.31 feet to an iron pipe; thence by and with lands now or formerly of Stephanie J. Williams, North 74 degrees 46 minutes 51 seconds West, thru an iron pipe at 477.89 feet; a total distance of 497.89 feet to a point; thence by and with lands now or formerly of Don Walter Mitchell, etux, and the center of Prong #10, Peppers Creek Tax Ditch, and lands now or formerly of GB Frankford Properties, L.L.C., North 31 degrees 37 minutes 52 seconds East, a distance of 43.89 feet to a point; thence North 33 degrees 13 minutes 52 seconds East, a distance of 73.29 feet to a point; thence North 32 degrees 42 minutes 48 seconds East, a distance of 81.97 feet to a point; thence North 32 degrees 45 minutes 58 seconds East, a distance of 86.98 feet to a point; thence North 33 degrees 17 minutes 33 seconds East, a distance of 87.24 feet to a point; thence North 32 degrees 43 minutes 20 seconds East, a distance of 72.69 feet to a point; thence North 24 degrees 55 minutes 36 seconds East, a distance of 174.35 feet to a point; thence North 16 degrees 49 minutes 32 seconds East, a distance of 79.59 feet to a point; thence North 18 degrees 37 minutes 57

seconds East, a distance of 101.86 feet to a point; thence North 17 degrees 21 minutes 40 seconds East, a distance of 104.63 feet to a point; thence North 17 degrees 50 minutes 08 seconds East, a distance of 45.20 feet to a point; thence by and with lands now or formerly of Norris L. Godwin, Jr., et ux, South 75 degrees 13 minutes 55 seconds East, thru an iron pipe at 20.0 feet, a total distance of 720.00 feet to an iron pipe; thence North 36 degrees 04 minutes 28 seconds East, a distance of 570.00 feet to the point of beginning, containing 33.08 acres, more or less, as surveyed by Land Tech, Land Surveying, LLC dated September 14, 2005.

4-33 6.00 26.00:

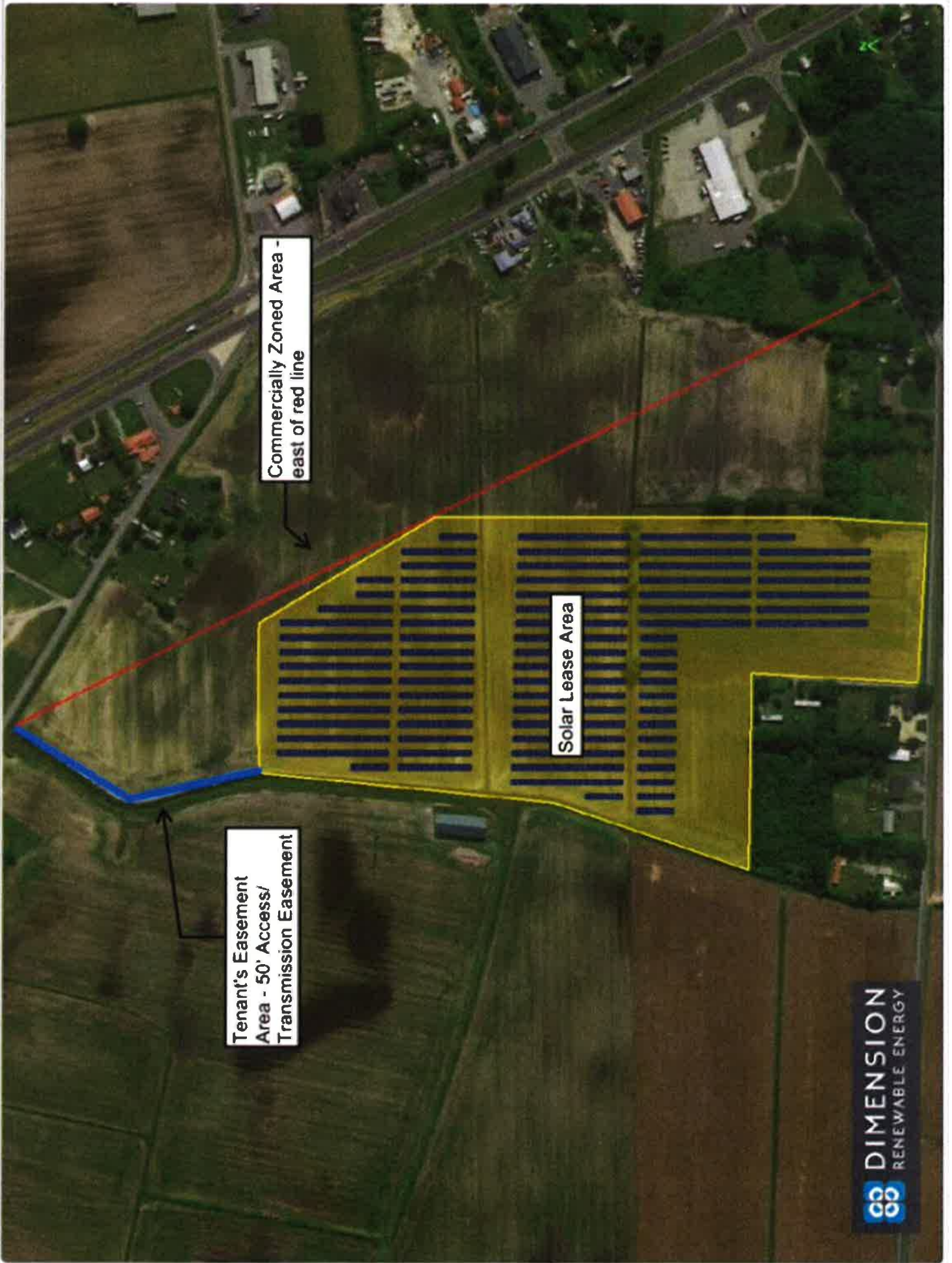
ALL that piece or parcel of land, hereinafter described, situate, lying and being on the southerly side of, but not adjoining, Gumtree Road (County Road 405), the westerly side of, but not adjoining, DuPont Boulevard (U.S. Route 113) and on the northerly side of, and adjoining Blueberry Lane (County Road 402) and located in Dagsboro Hundred, Sussex County, Delaware; said piece or parcel of land being more particularly described as follows, to wit:

BEGINNING at an iron pipe found at a point formed by the intersection of the northerly right-of-way line of Blueberry Lane (County Road 402) with the westerly line of the lands, now or formerly, of Heirs of Elijah E. Foreman; said beginning point being coordinated on the Delaware State Grid as North 188,036.809 feet, East 705,405.513 feet, thence, 1) running by and with said northerly right-of-way line of Blueberry Lane, North 88 degrees 25 minutes 30 seconds West, 415.57 feet, to a point on the easterly line of the lands, now or formerly, of Elijah Lee Foreman and Sandra Foreman, as recorded in the aforesaid Office of the Recorder of Deeds in Deed Book 2441, Page 116, thence, 2) leaving said Blueberry Lane and running by and with said lands of Foreman, North 02 degrees 48 minutes 57 seconds East, 253.13 feet, to an iron pipe found at a point at the southeasterly corner of the lands, now or formerly, Gardner F. Jarmon, et. ux, as recorded in the Office of the Recorder of Deeds in Deed Book 664, Page 767, thence, 3) leaving said lands of Foreman and running by and with the easterly line of said lands of Jarmon, North 03 degrees 39 minutes 41 seconds East, 101.50 feet, to a concrete monument found at a point at the southeasterly corner of the lands of, now or formerly, Stephanie J. Williams, as recorded in the Office of the Recorder of Deeds in Deed Book 2702, Page 118, thence, 4) running by and with the easterly line of said lands of Williams, North 03 degrees 43 minutes 59 seconds East, 98.76 feet, to an iron pipe found at a point on the southerly line of the lands of, Route 606 - Reston, LLC, as recorded in the office of the Recorder of Deeds in Deed Book 3273, Page 98, thence, 5) leaving said lands of Williams and running by and with said lands of Route 606 - Reston, LLC, the following three courses, North 03 degrees 41 minutes 12 seconds East, 318.13 feet, to an iron pipe found at a point, thence running, 6) South 89 degrees 44 minutes 37 seconds East, 432.98 feet, to a point, thence running, 7) South 01 degrees 39 minutes 31 seconds East, 532.70 feet, to an iron pipe found at a point on the northerly line of the lands of, now or formerly, Heirs of Elijah E. Foreman, thence, 8) running by and with said lands of Heirs of Elijah E. Foreman, the following two courses, North 87 degrees 54 minutes 06 seconds West, 59.14 feet, to an iron pipe found at a point, thence, 9) running South 04 degrees 30 minutes 46 seconds West, 250.08 feet, to the point and place of beginning; CONTAINING 7.9329 acres of land.

EXHIBIT B

LAND DEPICTION; LAND DEPICTION PLAN

[SEE ATTACHED]



Commercially Zoned Area - east of red line

Solar Lease Area

Tenant's Easement Area - 50' Access/Transmission Easement

EXHIBIT C
[TO BE REVIEWED UPON COMPLETION OF THE LEASE]

Tax Map and Parcel Number:

Prepared By and Please Return to:

c/o Dimension Energy/WeWork
3280 Peachtree Road, 7th Floor
Atlanta, GA 30305
Attn: Real Estate

MEMORANDUM OF LEASE

This Memorandum of Lease is made as of this ____ day of _____, 20__, between FRANKFORD CENTER, LLC, a Virginia limited liability company (hereinafter called "Landlord") having its principal place of business at c/o The Pence Group, Inc., 11708 Bowman Green Drive, Reston, Virginia 20190-3501, and Dimension DE 1, LLC, a Delaware limited liability company (hereinafter called "Tenant") having its principal place of business at _____.

WITNESSETH:

1. Landlord and Tenant entered into a certain Ground Lease dated _____, 20__ (hereinafter, as the same may be amended, modified, renewed, or extended, called "the Lease") regarding the lease of real property as more fully described below.

2. The Lease is for Land located at _____ in Sussex County, Delaware, as described more particularly in Schedule 1 attached hereto.

3. The term of the Lease shall consist of a Development Term, the Extended Development Term and an Operating Term. The Development Term commenced on _____, 20__, and shall, subject to Tenant's right to the Extended Development Term, expire on the earlier of: (a) the first day of the Operating Term, or (b) the second (2nd) anniversary of the Effective Date. In the event that Tenant does not elect to terminate the Lease during the Development Term, the Operating Term shall be for a period of twenty-five (25) years. The Lease contains Tenant's option to extend the Operating Term by three (3) periods of five (5) years each. Tenant has no right to purchase the Property and no right of first refusal.

4. This Memorandum of Lease is executed and recorded solely for notice purposes and does not modify, increase, decrease or in any other way affect the rights, duties and obligations of Landlord and

Tenant under the Lease. The specific terms and conditions of the Lease are contained in the Lease and shall control and take precedence over any provisions in this Memorandum of Lease.

5. The Lease is binding upon and benefits the parties and their successors and permitted assigns.

6. This Memorandum of Lease shall terminate automatically and be of no further force or effect upon any termination of the Lease, including any termination by Landlord upon an Event of Default as described in the Lease. Upon any such termination, Tenant shall execute, acknowledge, and deliver such documents as Landlord shall reasonably require to remove this Memorandum of Lease of record.

7. Each party shall execute, acknowledge, and deliver such further documents, and perform such further acts, as may be reasonably necessary to achieve the intent of the parties as expressed in this Memorandum of Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed by their respective duly authorized officers or partners the day and year first above written, for the purpose of providing an instrument for recordation.

| | |
|----------|------------------|
| Witness: | Landlord |
| _____ | By: _____ (SEAL) |
| | Name: |
| | Title: |
| Witness: | Landlord |
| _____ | By: _____ (SEAL) |
| | Name: |
| | Title: |

STATE OF _____ :

: SS.

COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, as _____ of _____, LLC, _____ limited liability company, on behalf of the company.

Notary Public
Printed Name: _____
My Commission Expires: _____

STATE OF _____ :

: SS.

COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, as _____ of _____, LLC, _____ limited liability company, on behalf of the company.

Notary Public
Printed Name: _____
My Commission Expires: _____

Schedule 1
(Description of Property)