

EXHIBIT D

Memorandum of Operating Term

This MEMORANDUM OF OPERATING TERM (this "Memorandum") is made and entered into as of _____, 20__, by and between FRANKFORD CENTER, LLC, a Virginia limited liability company ("Landlord"), and DIMENSION DE 1 LLC, a Delaware limited liability company ("Tenant"), with respect to that certain Ground Lease between Landlord and Tenant dated as of _____, 20__ (the "Lease"). Capitalized terms used in this Memorandum but not defined herein have the meanings given such terms in the Lease.

The Operating Term commenced on _____, 20__. The Operating Term shall expire on _____, 20__, unless sooner terminated pursuant to the Lease, or extended as permitted by the Lease. The Land consists of _____ acres within the Property, as further described on Schedule 1 to this Memorandum OR [is a separate Tax parcel known as _____ in the Sussex County real property tax records]. The Operating Rent shall be \$_____ per year during the first five years of the Operating Term, as adjusted thereafter pursuant to the terms of the Lease. To the best of Landlord's knowledge, Landlord hereby acknowledges that Tenant is not in default or breach under the Lease. To the best of Tenant's knowledge, Tenant hereby acknowledges that Landlord is not in default or breach under the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date set forth above.

LANDLORD:

FRANKFORD CENTER, LLC,
a Virginia limited liability company

By: _____
Name: _____
Title: _____

TENANT:

DIMENSION DE 1 LLC, a
Delaware limited liability company

By: _____
Name: _____
Its: _____

SCHEDULE 1 TO EXHIBIT D
LEGAL DESCRIPTION OF THE LAND

EXHIBIT E

Copy of Landlord's Title Policy on the Property

[SEE ATTACHED]

AMERICAN LAND TITLE ASSOCIATION COMMITMENT - 1966

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Nebraska, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

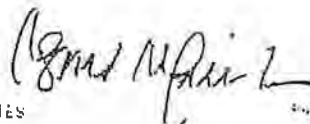

DE2068
Tunnell & Raysor, P.A.
30 East Pine Street
Georgetown, DE 19947
Tel:(302) 856-7313
Fax:(302) 856-7329

CHICAGO TITLE INSURANCE COMPANY

By:


Authorized Signatory




PRESIDENT

SECRETARY

STANDARD EXCEPTIONS FOR OWNER'S POLICY

The owner's policy will be subject to the mortgage, if any, noted under item one of Section 1 of Schedule B hereof and to the following exceptions: (1) rights or claims of parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (3) easements, or claims of easements, not shown by the public records; (4) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (5) taxes or special assessments which are not shown as existing liens by the public records.

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



SCHEDULE A

Title No. **DO2042AHG**

1. Effective Date: **December 5, 2012**

| | |
|-------------------------------------|---------------------|
| 2. Policy or Policies to be issued: | Amount of Insurance |
| (a) ALTA Owner's Policy (6/17/06) | \$2,370,000.00 |

Proposed Insured:

Frankford Center LLC

(b)

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the fee simple estate or interest in said land is at the Effective Date vested in:

Route 606-Reston, LLC

5. The land referred to in this Commitment is described as follows:

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,

Countersigned:

Tunnell & Raysor, P.A.
30 E. Pine Street
Georgetown, DE 19947





SCHEDULE A
CONTINUED

Title No. DO2042AHG

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





SCHEDULE A
CONTINUED

Title No. DO2042AHG

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.



SCHEDULE B – PART I

REQUIREMENTS

Title No. **DO2042AHG**

The following are the requirements to be complied with:

1. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
2. Instruments in insurable form which must be duly executed, delivered and filed for record:
 - a. **Deed from Route 606-Reston, LLC to Frankford Center LLC.**
3. Payment of all taxes, charges and assessments levied against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractor, labor and materialmen are all paid.

4-33 6.00 18.00:

Sussex County 2012 taxes were paid on September 12, 2012 in the amount of \$62.81.

4-33 6.00 20.00:

Sussex County 2012 taxes were paid on September 12, 2012 in the amount of \$44.68.

4-33 6.00 26.00:

Sussex County 2012 taxes were paid on September 12, 2012 in the amount of \$34.05.

Current location survey or duly executed Survey Disclaimer holding harmless Tunnell & Raysor, P.A. and title insurance company from any loss or damage as a result of Borrower refusing to obtain a current survey.



SCHEDULE B – PART II

EXCEPTIONS

Title No. **DO2042AHG**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. All assessments and taxes for the year 2012 and subsequent years.
Tax Map and Parcel # 4-33 6.00 18.00, 20.00, 26.00
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Rights or claims of parties in possession not shown by the public records.
6. Roads, ways, streams or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.
7. Taxes subsequent to the levy of the year 2012.
8. Subject to the notes, matters as shown on the ALTA/ACSM Land Title Survey Route 606 –Reston, LLC & Dukes Family Limited Partnership, dated May 2006, revised June 14, 2006 and revised June 27, 2006, and filed for record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware on July 26, 2006 in Plot Book 106, page 308.
9. This Parcel of land is subject to a tax ditch right of way and/or assessment pursuant to Superior Court Order C.A. No. 06M-11-082 dated the 4th day of January, 2007 and filed for record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Tax Ditch Book 4, page 63 and recorded on March 12, 2009 in Tax Ditch Book 5, page 106.

AS TO 4-33 6.00 18.00:

2. Subject to an Easement Agreement by and between Norman C. McCabe and the State Highway Department of the State of Delaware, dated August 23, 1956, filed for record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware in Deed Book 465, page 271.
3. Right of Way granted unto Delaware Power & Light Company, dated June 19, 1951, filed for record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware in Deed Book 389, page 581.
4. **This property is located in the vicinity of land used primarily for agricultural purposes on which normal agricultural uses have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future involve noise, dust, manure and other odors, the use of agricultural chemicals and nighttime farm operations. The use and enjoyment of this property is expressly conditioned on acceptance of any annoyance or inconvenienced which may result from such normal agricultural uses and activities.**
5. The property in question is bounded in part by the centerline of a ditch. Exception is taken to the rights of others in and to the use of said ditch, the uninterrupted flow of said ditch, and the rights of others to enter upon the lands to maintain said ditch.



**SCHEDULE B – PART II
CONTINUED**

Title No. **DO2042AHG**

6. This policy specifically covers the acreage shown on the survey as surveyed by Land Tech, Land Surveying, LLC, dated August 14, 2005, and as attached hereto as Exhibit "A".

AS TO 4-33 6.00 20.00:

10. Subject to an Easement Agreement by and between Norman W. Bunting and Floris K. Bunting and the State Highway Department of the State of Delaware, dated August 23, 1956, filed for record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware in Deed Book 465, page 270.
11. The property in question is bounded in part by the centerline of a ditch. Exception is taken to the rights of others in and to the use of said ditch, the uninterrupted flow of said ditch, and the rights of others to enter upon the lands to maintain said ditch.
12. **This property is located in the vicinity of land used primarily for agricultural purposes on which normal agricultural uses have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future involve noise, dust, manure and other odors, the use of agricultural chemicals and nighttime farm operations. The use and enjoyment of this property is expressly conditioned on acceptance of any annoyance or inconvenienced which may result from such normal agricultural uses and activities.**

AS TO 4-33 6.00 26.00:

2. Subject to the notes, easements and matters as shown on the Plot of Dukes Family Limited Partnership No. 1, as surveyed by McCann, Inc., dated December 26, 1999, and filed for record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware in Plot Book 66, page 191, on January 31, 2000.
3. Subject to the possible rights of others in and to the Gravel Drive as shown on the above mentioned Plot, leading from Route 402 (Blueberry Lane) to lands now or formerly of Norman and Floris K. Bunting.
4. The property in question is bounded in part by the centerline of a ditch. Exception is taken to the rights of others in and to the use of said ditch, the uninterrupted flow of said ditch, and the rights of others to enter upon the lands to maintain said ditch.
5. Right of way granted to Delmarva Power & Light Company, dated November 6, 1969, and filed for record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware in Deed Book 523, page 926.
6. Easement Agreement granted to State Highway Department of the State of Delaware, dated July 10, 1956, and filed for record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware in Deed Book 465, page 43.
7. Right of Way granted to Delaware Power & Light Company and The Diamond State Telephone Company, dated January 26, 1958, and filed for record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware in Deed Book 485, page 174.
8. Right of Way granted to Delaware Power & Light Company, dated October 14, 1947, and filed for record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware in Deed Book 379, page 64.

EXHIBIT F

Form of Affidavit

OWNER'S / LESSEE'S AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

_____, being first duly sworn, on oath says that:

He/She is the _____ of _____, a _____, (the "Company") the owner of the interests in the land, in the County of _____, State of _____, which are described in Stewart Title Guaranty Company Policy No. _____ (the "Policy").

1. Said Company's principal place of business is _____.
2. To the best of Company's knowledge, there have been no:
 - a. Bankruptcy proceedings involving said Company or dissolution proceeding involving said Company during the time Company had any interest in the premises described in the Policy ("Land");
 - b. Tax liens filed against said Company;
 - c. Unsatisfied judgments of record against the Company nor any actions pending in any courts, which affect the Land.
3. Any bankruptcy proceedings or dissolution proceedings of record against entities with the same or similar names, during the time period in which the above named Company had any interest in the Land, are not against the Company.
4. Any judgments or tax liens of record against entities with the same or similar names are not against the above named Company.
5. There has been no labor or materials furnished to the Land for which payment has not been made by Company except as stated herein. To the best of Company's knowledge, there has been no labor or materials furnished to the Land at the direction of any third party for which payment has not been made except as stated herein.
6. There are no unrecorded contracts, leases, easements or other agreements or interest relating to the Land to which the Company is a party, except as stated herein or except as described in the Policy:

[Write "None" if there are none].
7. To the best of Company's knowledge, there are no private charges or assessments; options to purchase; rights of first refusal; or rights of prior approval of a future purchaser or occupant affecting the Land described in the Policy.

[Write "None" if there are none].

8. There are no persons in possession of any portion of the Land by virtue of an Agreement with the Company, other than pursuant to a recorded document except as stated herein or except as described in _____ the _____ Policy:

[Write "None" if there are none.]

9. There are no liens, encumbrances, or adverse claims first appearing in the public records or attaching subsequent to the effective search date of the commitment of title insurance for the Land but prior to the date and time [the proposed insured acquires for value of record the estate or interest covered by the Policy] [of the recording of the mortgage or other interest to be insured]. The date and time in the previous sentence shall not occur after the earlier of (i) one month after the date a Memorandum of Lease is recorded; (ii) one year after the Lease is signed; and (iii) the date Tenant starts construction on the Land.

[Signature on following page]

FIRST AMENDMENT TO GROUND LEASE

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

R E C I T A L S:

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

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

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

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

NOW, THEREFORE, for Ten Dollars (\$10.00), the mutual agreements set forth herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby enter into this Amendment and amend the Lease as follows:

A G R E E M E N T:

1. Farm Lease. Landlord and Tenant hereby agree that Landlord may lease the Property to the Farmer Tenant for the purpose of farming; provided that (i) Landlord shall cause all farming operations to cease on the Property on or before December 31, 2022 and shall not lease the Property to any third party for the purpose of farming or otherwise after December 31, 2022, and (ii) the term of the Farm Lease shall expire on or before December 31, 2022 (i.e., in no event shall Landlord have the right to the extend the term of the Farm Lease beyond December 31, 2022). Landlord hereby agrees to cause the Farm Tenant to allow Tenant access to the Property for the purposes set forth in Section 4(a) of the Lease and in connection with Tenant's exercise of its rights under the Lease. In the event that the Farmer Tenant has not surrendered possession of the Property to Landlord on or before



December 31, 2022, then Landlord shall use all commercially reasonable efforts, including the institution of legal proceedings, to evict the Farmer Tenant in possession of the Property. 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 Property and Tenant hereby waives all such liability whatsoever. Notwithstanding any provision to the contrary set forth in the Lease, in the event that (a) the Farmer Tenant does not vacate the Property on or before December 31, 2022, and (ii) the Farmer Tenant's failure to vacate the Property on or before December 31, 2022 actually delays (the "Farmer Delay") the commencement of construction of the Solar Facility or Tenant's ability to continue the construction of the Solar Facility, then the Development Term Outside Date and the commencement date of the Extended Development Term shall be extended by the number of days of delay caused by the Farmer Delay.

2. No Construction. Tenant understands and hereby agrees that Tenant shall not have the right to construct the Solar Facilities or any other Improvements on the Property until January 1, 2023.

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

4. No Broker. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Amendment, and that they know of no real estate broker or agent who is entitled to a commission in connection with this Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, occurring by, through, or under the indemnifying party. The terms of this Section 4 shall survive the expiration or earlier termination of the term of the Lease, as hereby amended.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same agreement. The delivery of an executed counterpart of this Lease as a PDF or similar attachment to an email (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

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

7. Miscellaneous. Except as modified and amended by this Amendment, all the terms, conditions and agreements of the Lease shall remain in full force and effect. If there is any conflict between this Amendment and the Lease, this Amendment shall control. Except where the context otherwise requires, all references in this Amendment to the Lease shall be deemed to include the provisions of this Amendment. The headings of the paragraphs of this Amendment are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any terms or provision hereof. This Amendment may not be altered, amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing and signed by the party to be charged.

[signatures appear on following page]



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

TENANT:

SUSSEX CSG 2 LLC,
a Delaware limited liability company

By:



4234997E7C4146D

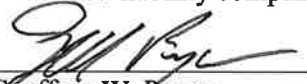
Name: Sam Youneszadeh

Title: Authorized Person

LANDLORD:

FRANKFORD CENTER, LLC,
a Virginia limited liability company

By:



Name: Geoffrey W. Pence

Title: Manager



AN EXELON COMPANY

October 14, 2022

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

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

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

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

Delmarva Power (DPL) Scope of Work

Scope of work required to accommodate DPL-0093642– 3250kW Community Energy Solar Interconnection – CEF-DE Frankford Center-Dupont Blvd.

- Distribution – DPL will perform the necessary work to tap the DE2208 circuit sourced from Frankford substation and interconnect the proposed project.
 - DPL will construct the necessary work to tap the DE2208 circuit to bring 3-Phase primary service.
 - The work will require upgrading 1-Phase to 3-Phase from 57077/98762 to 56994/98816.
 - Install 3-Phase 477 ACSR overhead primary & 4/0 AAAC neutral wires from the metering pole to the customer’s pole across the Customer’s property.
 - Install primary metering and a utility operated recloser equipped with the proper relaying and communications at POI (57086/98748).
 - The customer will be responsible for construction on the load side of the meter; including but not limited to the installation of a gang switch and fuses on the customer side of the POI.
- Substation - Perform required relay work at Frankford substation to support direct transfer trip.
 - Install new front-line and back-up feeder relaying on the DE2208 feeder at Frankford substation.
 - Replace existing backup relay SEL-2830 for Transformer T1. New relaying for Transformer T1 will be 2208F-SEL351S (backup) relay.
 - Perform commissioning and testing of the new relay settings, wiring, and transfer trip functionality.
- Telecom – Install fiber optic cable between Frankford substation and the solar interconnection to allow for transfer trip of the solar generator.

- One fiber pair from Frankford to pole number 57086/98748 for Dimension DE 1 LLC 3250kW solar generator.
- Install about 15 spans (3,200ft) of overhead ADSS fiber optic cable and 350ft of underground fiber and associated hardware.
- Telemetry and remote push button will be required.

| Cost Breakdown | |
|-------------------------|---------------------|
| Distribution | \$201,500.00 |
| Substation | \$127,000.00 |
| Telecom | \$100,000.00 |
| Project Estimate | \$428,500.00 |

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

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

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

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

Best Regards,

Monica Jackson

Monica Jackson, Project Manager

Submit required information if not already provided:

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

Telecom requirements

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

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

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

Loss of Communication

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

Testing and Commissioning

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

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

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

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

Acknowledged and agreed on the date of

FOR THE CUSTOMER:

Signature:

DocuSigned by:
Sam Youneszadeh
422A997E7C418D0

Name:

Sam Youneszadeh

Title

Authorized Officer

FOR THE OWNER (If different than customer):

Signature:

Name:

Title

FOR THE COMPANY:

Signature:

Name:

Title