

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement" or "Lease") is made and entered into as of the Effective Date (as such term is hereinafter defined), by and between The Town of Underhill Vermont, a Vermont municipal corporation located in the County of Chittenden, State of Vermont ("Owner"), and Underhill GLC Solar, LLC a Vermont limited liability company having a principal place of business in Waterbury, State of Vermont ("Tenant").

Background

1. Tenant desires to lease from Owner a portion of the parcel of real property located in Underhill, State of Vermont, and more fully described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property") for the purposes of constructing and operating a solar array project (the "Project") described herein on the portion of the Property described and depicted on the site plan attached as Exhibit "B" hereto (the "Site Plan"), and Owner has agreed to lease such portion of the Property to Tenant for such purpose.

2. The parties desire to set forth herein the terms and provisions pursuant to which Owner shall lease the portion of the Property described herein to Tenant, and Tenant shall lease such portion of the Property from Owner and utilize the same for the purposes set forth herein.

NOW, THEREFORE,

In consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Lease of Premises.

- (a) Owner hereby demises and leases to Tenant, and Tenant hereby leases from Owner, for the purposes described herein, the portion of the Property depicted as "Area Included in Ground Lease, 1+/- Acres," on the Site Plan (the "Premises"), together with the Easements (as defined in Section 5(e)), all as described and depicted in Exhibit "B," attached hereto and by this reference made a part hereof, TO HAVE AND TO HOLD the Premises and the Easements, together with all rights, privileges, easements and appurtenances thereunto belonging and attaching, unto Tenant. This Lease is made upon the covenants and agreements hereinafter set forth with which the parties hereto respectively agree to observe and comply during the Feasibility, Permitting and Construction Period, Operations Term, and any Renewal Term(s) (as such terms are hereinafter defined) (collectively, the "Term").
- (b) Tenant is leasing the "surface" of the Premises, which includes the soil surface of the Premises, together with disturbance or use of subsurface depths only to the extent necessary to construct the Project as determined by the Tenant in its sole discretion and as approved by the Public Utility Commission and any other local, state or federal agency having specific jurisdiction over the Property, and as may be further amended by written agreement of the parties.

Section 2. Operations Term. The operating term of this Agreement (the "Operations Term") shall be twenty (20) years, commencing on the commencement of commercial operations of the solar array (the "Commencement Date") and expiring on the twentieth (20th) anniversary of the Commencement Date,

unless otherwise terminated at an earlier date in accordance with the terms of this Agreement. Tenant shall provide to Owner written notice of the Commencement Date. Provided Tenant is not in default of the terms of this Lease, Tenant shall have three (3) options to extend this Lease, each option being for a term of five (5) years (each, a "Renewal Term"). Tenant shall exercise such extension option, if at all, by giving written notice to Owner not more than twelve (12) months nor less than three (3) months prior to the expiration of the then current term of the Lease.

Section 3. Base Rent.

Starting on the Commencement Date, Tenant shall pay to Owner an annual base rent ("Annual Rent") as follows:

Years 1-10: Three Thousand Two Hundred Fifty Dollars (\$3,250);
Years 11-20: Three Thousand Seven Hundred Fifty Dollars (\$3,750);
Renewal Term Years 21-25: Three Thousand Seven Hundred Fifty Dollars (\$3,750);
Renewal Term Years 26-30: Three Thousand Seven Hundred Fifty Dollars (\$3,750);
Renewal Term Years 31-35: Three Thousand Seven Hundred Fifty Dollars (\$3,750)

Except as otherwise specifically provided in this Lease, all rent shall be paid in equal quarterly installments in advance, without demand or setoff, no later than the first day of each January, April, July and October of each lease year; and all rent for any period of less than a full month shall be prorated on a per diem basis.

Section 4. Feasibility, Permitting and Construction Period.

- (a) During the period commencing on the Effective Date and terminating twelve (12) months thereafter (as the same may be extended pursuant to Section 4(c) hereof) (the "Feasibility, Permitting and Construction Period"), Tenant, and its agents and contractors, are hereby granted the right, at Tenant's sole cost and expense, to enter upon the Property and conduct such analyses, tests, reviews, inspections and studies (collectively, the "Tests") as Tenant deems necessary to determine the Property's suitability for Tenant's intended use thereof and to obtain any and all permits, licenses, agreements and entitlements necessary for Tenant's intended use of the Property. Such Tests may include, but are not limited to, surveys, soil tests, environmental evaluations, solar assessments, and such other Tests as Tenant deems necessary or desirable. In addition, Tenant may obtain an abstract or preliminary title report regarding the Property from a title insurance company of its choice (the "Title Report"). Owner shall within sixty (60) days of the Effective Date provide Tenant with copies of any and all local, state or federal permits, approvals, authorizations, registrations, and licenses applicable to the former or current mineral extraction and related activities on or at the Property ("Owner Permits"), which shall be set forth in Schedule 4(a) hereto. The parties hereto covenant and agree that notwithstanding anything to the contrary set forth herein, Tenant shall not be liable to Owner or any third party on account of or otherwise with regard to any pre-existing defect, condition or encumbrance on or with respect to the Property, title to the Property and/or any improvements located on the Property, regardless of whether or such defect, condition or encumbrance is disclosed by the Tests or the Title Report or Owner Permits.
- (b) During the Term, Owner shall cooperate with Tenant and shall execute all documents required to assist Tenant in obtaining all permits and to permit Tenant's intended use of the Premises and the Easements in compliance with zoning, land use, utility service and building laws, rules, ordinances, permits, approvals, variances and regulations. All

documents and permits necessary or desirable for Tenant's intended use shall be prepared by, and at the expense of, Tenant and it shall be Tenant's sole responsibility to accurately and honestly complete any submissions made in connection with obtaining any such permit and Tenant shall, as provided in Section 13 hereof, indemnify and hold Owner harmless from any claims that the information as submitted was inaccurate or a misrepresentation. Owner shall not take any action that would adversely affect Tenant's ability to obtain or maintain any governmental approval. Such action(s) shall not be deemed adverse to the extent that it involves the Owner accurately responding to requests for information as part of a permitting process or in response to a public records request or as compelled by law. Owner hereby appoints Tenant as its agent and attorney-in-fact for the limited purpose of making such filings and taking such actions as are necessary to obtain any desired zoning and land use approvals and/or building permits regarding the Project and the Premises and the Easements.

- (c) Tenant shall have the right to extend the Feasibility, Permitting and Construction Period for two (2) additional six (6) month periods (each a "Feasibility, Permitting and Construction Extension Period"; collectively the "Feasibility, Permitting and Construction Extension Periods") by providing written notice thereof to Owner at least ten (10) days prior to expiration of the Feasibility, Permitting and Construction Period or the Feasibility Extension Period then in effect, as applicable, provided that: (i) Tenant is diligently and in good faith seeking to obtain the Approvals (as such term is hereinafter defined); (ii) a required Approval has not been rejected without an opportunity to appeal; and (iii) Tenant pays to Owner the sum of Two Hundred and Fifty Dollars (\$250.00) for each Feasibility, Permitting and Construction Extension Period that Tenant extends in accordance with the terms hereof, each such payment to be made prior to the commencement of the Feasibility, Permitting and Construction Extension Period to which such payment relates.
- (d) If, in the sole and absolute discretion of Tenant, the Property is not suitable for Tenant's intended use thereof, or Tenant determines that the construction and operation of the Project on the Property would not be in Tenant's best interest, or Tenant is unsuccessful in obtaining the permits necessary for Tenant's intended use of the Property, then Tenant shall have the right at any time prior to the Commencement Date to terminate this Agreement by providing written notice thereof to Owner. Upon and after such termination, neither Owner nor Tenant shall have any further obligation or liability under this Agreement except as otherwise expressly provided herein.
- (e) If the state of title to the Property as set forth in the Title Report indicates any liens, claims or encumbrances which may interfere with Tenant's use and operation of the Premises and/or the Easements, Tenant shall have the right but not the obligation to either (i) discharge such liens, claims and/or encumbrances at Tenant's expense, or, (ii) terminate this Lease by providing written notice thereof to Owner. Upon and after such termination, neither Owner nor Tenant shall have any further obligation or liability under this Agreement except as otherwise expressly provided herein.
- (f) Tenant shall pay for all costs incurred by it in connection with the Tests and the Title Report and its permitting and approval activities with regard to the Premises and the Easements and its general due diligence review of the Property.
- (g) Tenant agrees to promptly, to the extent reasonably practicable under the circumstances, repair any damage to the Property that is caused by the Tests and restore the Property to the condition it was in immediately prior to such Tests.

- (h) The provisions of this Section 4(f) – (h) shall survive the termination of this Lease for a period of one (1) year, notwithstanding anything in this Lease to the contrary.
- (i) Tenant agrees to provide written notice to Owner at least five (5) days in advance of the day Tenant plans to commence construction (“Construction Commencement Date”). Tenant will provide to the Owner a copy of its Construction General Liability Policy, which includes naming the Owner as an additional insured, before commencing construction. During the remainder of the Feasibility, Permitting and Construction Period (including any extensions), Tenant shall have the right to do all things necessary to construct a solar energy project on the Premises and to exercise its other rights under this Agreement.

Section 5. Use of the Premises.

- (a) Tenant is hereby granted the sole right to use the Premises for the purpose of constructing, installing, removing, replacing, reconstructing, maintaining and operating a solar array project, including solar panels, equipment, equipment shelters and buildings, electronics equipment, generators and other equipment, improvements and such other personal property, fencing around the equipment rack and landscaping around the perimeter of the Premises or the portion thereof within which such Project shall be located (the “Solar Compound”), and a gate to the Solar Compound, all substantially as described and depicted in Exhibit C attached hereto (collectively, the “Solar Facility”). Any and all such materials installed by Tenant in, on or under the Property shall be deemed the personal property of Tenant, and shall not become fixtures or deemed a permanent part of the Property. Tenant shall have the right to alter, replace, expand, enhance and upgrade the Solar Facility within the Premises at any time during the term of this Lease. Tenant shall cause the construction of and all modifications to the Solar Facility to occur in material compliance with all laws, rules, regulations, ordinances, permits, approvals and variances applicable to the Project. Owner shall have no ownership interest in the Project or the Solar Facility, and Owner shall have no interest in any other benefits related to the Project and/or the Solar Facility.
- (b) Tenant shall keep and maintain the Solar Facility now or hereafter located on the Premises in good condition and repair, and shall maintain and operate the Solar Facility in material compliance with all applicable federal, state and local laws, rules, regulations, ordinances, permits, approvals and variances, normal wear and tear and casualty not caused by Tenant or any employee, agent, contractor or representative thereof excepted.
- (c) Tenant shall have the right to fence the equipment rack on the Premises, provided that such fencing shall be installed so as to maintain reasonable access around the Premises or Solar Compound by Owner. Tenant shall have the right to clear and thereafter to keep clear the Premises and the Easements of all trees, bushes, rocks, crops and other vegetation using mechanical means – no pesticides or herbicides shall be used at any time. During the construction of the Solar Facility only, Tenant shall have the right to use Owner’s retained property adjacent to the Premises in connection with the construction of the Solar Facility at the Premises. If the construction or maintenance of the Solar Facility results in damage to any adjacent lands of Owner (other than as permitted or otherwise contemplated herein), Tenant shall pay to Owner the sum required to effect the repair of such damage.
- (d) Tenant will pay for all utilities services used by Tenant at the Premises. If the Premises do not have utilities services thereat, Tenant shall have the right to cause utilities services to be installed at the Premises, at Tenant’s sole expense, and to improve, at Tenant’s sole

expense, the present utilities services to the Premises (including, but not limited to, the installation of emergency power generators, power lines and utility poles). Owner agrees to use reasonable efforts to assist Tenant in acquiring the necessary utilities services to the Premises.

- (e) As partial consideration for the rent paid pursuant to this Lease, Owner hereby grants to Tenant and its successors and assigns, during the Term, easements in, under and across the Property: (i) for ingress, egress and access to the Premises, by foot and motor vehicles (including trucks), (ii) to install utilities services at the Premises, (iii) to install storm water management systems; (iv) for the installation and maintenance of equipment, utility wires, poles, cables, conduits, drainage lines, and pipes to accommodate Tenant's permitted use of the Premises hereunder extending from the nearest public right-of-way, over and across any property of Owner to the Premises, (v) to capture, use and convert the unobstructed solar resources over and across the Property; and (vi) for electromagnetic, visual, view, light, noise, vibration, electrical, or other effects attributable to the Solar Facility (collectively, the "Easements"). The Easements shall be located on the Property in the areas described and depicted in Exhibit B hereto. The Easements granted hereunder shall have the same term as this Lease. In the event that any utility company requires an easement not otherwise located with the area of the Easements to provide utilities services to Tenant, Owner agrees to grant such necessary easement to said utility company. Such additional easements in favor of the utility companies shall be located within the Property in an area(s) that is/are mutually approved by and acceptable to Owner, Tenant and such utility companies.
- (f) The Easements are non-exclusive easements to and for the benefit of Tenant and its agents, employees, successors, assigns and business visitors. Tenant shall have the right to construct, maintain and repair a roadway over the aforementioned Easements, including such work as may be necessary for slope and drainage, and to install such poles, wires, pipes, cables, conduits and related appurtenances as shall be necessary for the proper conduct of Tenant's business at the Premises and for electricity, water, telephone and gas services. If Owner or other tenants, employees, agents, contractors or invitees of Owner damage or disturb the Easements, then Owner or Owner's other tenants, employees, agents, contractors and invitees shall share in the reasonable and proportionate costs incurred to repair such Easements. Owner represents and warrants that Tenant's intended use of the Premises and the Easements does not conflict with any agreements, restrictions, covenants, conditions, easements or licenses, whether or not of record, that affect the Premises and/or the Easements.
- (g) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises and the Easements (the "Access") at all times during the Feasibility, Permitting and Construction Period, and Operations Term of this Lease and any Renewal Term. Tenant shall have the right to park its vehicles on Owner's Property when Tenant is constructing, removing, replacing and/or servicing its Solar Facility, provided that such parking does not unreasonably interfere with Owner's use of the Property.
- (h) Tenant covenants that it shall comply with the decommissioning plan approved by the Public Utility Commission in connection with the issuance of its Certificate of Public Good.

Section 6. **Assignment.**

- (a) Tenant shall not have the right to assign any of its rights, duties or obligations under this Lease without the prior advanced written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may in its sole discretion assign this Lease without the consent of Owner, upon seven (7) business days' advanced notice to Owner, 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; (iv) a successor entity in a merger or acquisition transaction; or (v) to a Financing Entity, as defined herein. Except in the case of any collateral assignment of the Lease by Tenant to any Financing Entity in accordance with Section 18, any assignment by Tenant shall relieve Tenant of all future performance, liabilities, and obligations of Tenant under this Lease, provided that the assignee assumes all of the obligations of Tenant under this Lease in writing. For the avoidance of doubt, any collateral assignment to a Financing Entity shall not require any such collateral assignee to assume the obligations of Tenant under this Lease.
- (b) Owner may assign its rights and obligations under this Agreement to its successor in interest in and to the Property without the prior consent of Tenant. The parties hereto covenant and agree that notwithstanding any sale, conveyance, transfer or other disposition of the Property or any part thereof or interest therein or this Lease or any part thereof or interest therein to any party other than Tenant, by transfer of fee title to the Property or a part thereof, by the granting of leasehold interest in and to or an easement over the Property or any part thereof, or by any encumbrance of the Property or any part thereof, by any sale, assignment or other disposition of this Lease or any part thereof or any right and/or interest therein, or otherwise, the Property, the Premises and the Easements shall remain subject to the Lease and the terms and provisions hereof and Tenant's rights, title, interests and remedies hereunder for the entire Term of this Lease. The burdens of this Agreement, easements and other rights contained in this Agreement shall run with and against the Property and/or Premises as the case may be, and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Owner and its successors and assigns.

Section. 7. **Transfer Warranty.** The parties hereto covenant and agree that all sales, leases and transfers of the Property or any part thereof, and the granting of any easement, encumbrance or interest in and to the Property or any part thereof, shall during the Term be subject to this Lease and Tenant's rights and options hereunder and shall not adversely affect Tenant's use of the Premises and the Easements as contemplated hereby.

Section 8. **Taxes.** As of the Effective Date, Tenant agrees to pay or cause to be paid when due all state and local personal property taxes, municipal charges and assessments due against the Solar Facility. Nothing in this Section 8 shall be construed as limiting Tenant's right to contest, appeal or challenge any tax assessment. Owner shall pay when due any taxes attributable to the underlying value of the Premises.

Section 9. **Removal of Solar Facility.** Upon the expiration or earlier termination of this Agreement, by default or otherwise, all personal property and trade fixtures of Tenant, specifically including, but not limited to, all above- and below-ground improvements comprising the Solar Facility, shall be removed by Tenant from the Premises within One Hundred Twenty (120) days after the date of the

expiration or earlier termination of this Agreement. Notwithstanding anything to the contrary set forth herein, upon the expiration or earlier termination of this Agreement, Tenant shall, at its sole cost and expense, reasonably restore the Property to its original condition, provided that it is understood that it would not be reasonable to expect that any structures and mature trees removed in conjunction with the Project be replaced with equivalent structures or mature trees. Tenant shall have the right at any time during the Term of this Lease to remove the Solar Facility from the Premises without the consent of the Owner.

Section 10. **Reserved**.

Section 11. **Insurance**. At its sole cost and expense, Tenant shall procure and maintain during the Term of this Lease a Commercial General Liability policy in the applicable amounts for a project of this size, but in no event shall the amount of coverage be less than One Million Dollars (\$1,000,000.00) per occurrence (the "GL Policy"). The GL Policy shall insure against liability for injury or death of a person or persons or damage to property occasioned by or arising out of or in connection with Tenant's occupation and use of the Premises or activities thereon. Tenant's insurance policy shall name Owner as an additional insured and shall provide Owner with a copy of the certificate of insurance prior to the Commencement Date of the Operations Term.

Section 12. **Termination**. Tenant may terminate this Agreement at any time, in its sole discretion, by giving written notice thereof to Owner prior to the Commencement Date. Further, this Agreement may be terminated by Tenant immediately, at any time, upon giving written notice to Owner, if: (a) Tenant cannot obtain all governmental certificates, permits, variances, leases or other approvals (each an "Approval"; collectively, the "Approvals") and/or any easements required for the installation and operation of the Solar Facility at the Premises as contemplated hereunder, or (b) any Approval is canceled, terminated, or expires or lapses, or (c) Owner fails to deliver to Tenant any non-disturbance agreement or subordination agreement required hereunder, or (d) Owner fails to have proper ownership of the Property and/or authority to enter into this Agreement, or (e) Tenant determines that the Property contains Hazardous Substances (as such term is defined in Section 14 hereof) and such Hazardous Substances were not introduced to the Property by Tenant, or (f) Owner is in default hereunder and fails to cure such default within the periods specified in and otherwise in accordance with the terms of Section 17 hereof. Any termination of this Agreement pursuant to this Section 12 shall not constitute a waiver of Tenant's and Owner's rights under Section 13 of this Agreement.

Section 13. **Indemnity**.

- (a) **Tenant**. Tenant shall indemnify, defend and hold harmless Owner, its elected and appointed officials, board members, managers, officers, attorneys, agents, employees and their successors and assigns (collectively, "Owner Party") from and against any claim, loss, expense, including reasonable attorneys' fees, demand, lawsuit, or action for personal injury or property damage (collectively, "Losses"), to the extent resulting from (i) the negligence or willful misconduct of Tenant or any Tenant Party (defined below); (ii) the material breach by Tenant of any obligation, representation or warranty arising under the Lease; and/or (iii) any release of Hazardous Substances, not already present on the Premises, that may be introduced onto the Premises by any Tenant Party (defined below).
- (b) **Owner**. To the extent permitted by law, Owner shall indemnify, defend and hold harmless Tenant, its affiliates, officers, directors, partners, members, equity owners, agents and employees and their successors and assigns (collectively, "Tenant Party") from and against any Losses, to the extent resulting from (i) the negligence or willful misconduct of Owner or any Owner Party; and/or (ii) the material breach by Owner of any obligation,

representation or warranty arising under the Lease; and/or (iii) any release of Hazardous Substances (defined below) by any Owner Party.

- (c) Survival. The provisions of this Section 13 shall survive the expiration or earlier termination of this Lease.

Section 14. **Environmental Matters.**

- (a) Owner hereby represents warrants that it has no knowledge of any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, the "Hazardous Substances") on the Premises. Owner has not introduced or used and shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Owner shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance caused solely by Owner, or any employee, agent, contractor, representative or affiliate thereof, that have occurred or may occur on the Premises during the Term of this Lease.
- (b) Tenant hereby represents and warrants that it shall not: (i) bury underground or discharge into any sewage system at the Premises any Hazardous Substances, or (ii) use the Premises as a storage site for Hazardous Substances, except minimal quantities used in the ordinary course of Tenant's business in accordance with all applicable environmental laws and regulations.
- (c) Tenant and Owner each hereby agrees to defend, indemnify and hold harmless the other party hereto from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities (collectively, the "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, the "Actions"), that arise from the indemnifying party's activities on or at the Property. The indemnification obligations set forth in this Section 14(c) specifically include, without limitation, costs incurred in connection with any investigation of site conditions and/or any cleanup, remedial, removal or restoration work required by any governmental authority relating to Hazardous Substances. This Section 14(c) shall survive the termination or expiration of this Lease.
- (d) The parties agree and acknowledge that the Project is to be located on property formerly or currently used for mineral extraction and related activities, and that to the best of Owner's knowledge the Property is in compliance with all applicable Owner Permits.

Section 15. **Casualty/Condemnation.**

- (a) If there is a condemnation of the Premises, the Easements and/or the Property (or a portion thereof which is sufficient to render the Premises and/or the Easements unsuitable for Tenant's purposes), including, without limitation, a transfer of the Premises, the Easements and/or the Property or a part thereof by consensual deed in lieu of condemnation, then this Lease shall, at the option of Tenant, terminate upon transfer of title to the condemning authority, without further liability to either party hereunder (except as otherwise expressly

provided herein). The Rent due hereunder shall be prorated to the date of taking, and Owner shall reimburse to Tenant the portion of the then current Annual Rent attributable to the period subsequent to such taking. Tenant and Owner shall be entitled to pursue their own separate condemnation awards with respect to any such taking (which award to Tenant may include, where applicable, the value of the Solar Facility, moving expenses, prepaid rent to the extent not reimbursed to Tenant by Owner, and business dislocation expenses).

- (b) If the Premises, the Easements and/or the Property are damaged or destroyed to an extent sufficient to render the Premises and/or the Easements unsuitable for Tenant's purposes, Tenant shall have the right, but not the obligation, to elect to not rebuild, replace or repair any improvement and to terminate this Lease as of the date that such damage or destruction occurred, without prejudice to or otherwise affecting any rights or remedies that Tenant or Owner may have hereunder or at law or in equity, and the Annual Rent due hereunder shall be prorated to such date of termination.
- (c) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Property or any portion thereof during such time as any Security Instrument (as such term is hereinafter defined) shall remain unsatisfied, the Financing Entity in whose favor such Security Instrument has been granted shall be entitled to receive all insurance proceeds and/or condemnation awards (up to the amount of the indebtedness secured by such Security Instrument) otherwise payable to Tenant and apply such proceeds in accordance with the terms of the Security Instrument, and shall further have the right, but not the obligation, to restore the Property in the event that the same is damaged or destroyed.

Section 16. Quiet Enjoyment/Additional Owner Representations.

- (a) Owner covenants that Tenant, upon paying the Rent and performing the covenants hereof on the part of Tenant to be performed, shall and may peaceably and quietly have, hold and enjoy the Premises and the Easements and all related appurtenances, rights, privileges and easements throughout the Term hereof without any lawful hindrance by Owner and any person claiming by, through or under Owner. Except in cases of emergency, Owner shall not have access to the Premises unless accompanied by Tenant personnel.
- (b) The Solar Facility shall be the exclusive property of and owned by Tenant. Owner covenants and agrees that neither the Solar Facility nor any part of the improvements constructed, erected or placed by Tenant on the Premises or the Easements shall become or be considered as being affixed to or a part of the Premises or the Easements, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Owner that the Solar Facility and all improvements of every kind and nature constructed, erected or place by Tenant on the Premises and the Easements shall be and remain the property of Tenant. Owner agrees and acknowledges that none of Tenant's assets and properties, including, without limitation, the Solar Facility and Tenant's trade fixtures, shall become the property of Owner upon termination or expiration of the Lease unless Tenant fails to remove the Solar Facility pursuant to Section 9 in which case Owner may pursue any and all legal remedies including seizure of the Solar Facility. During the term of the Lease, and as long as Tenant is not in breach of Section 9, Owner hereby waives any and all lien rights and/or security interests it may have, statutory or otherwise, in or otherwise with regard to the Solar Facility or any portion thereof.

- (c) If Owner owns or otherwise controls land adjacent to the Premises, the Easements or the Property, Owner agrees for itself and all future holders of the Property and/or such adjacent land that no use shall be made of the Property and/or such adjacent land during the Term hereof that would interfere with Tenant's use of the Premises and the Easements as described herein, including, without limitation, the operation of any solar facilities by any party other than Tenant or its successors or assigns hereunder.
- (d) Owner hereby represents and warrants to Tenant that to the best of Owner's knowledge: (i) Owner is the fee owner of the Property, which includes the Premises and the Easements appurtenant thereto which comprise the easements and rights of way granted to Tenant hereunder; (ii) such ownership is free and clear of all liens, claims and encumbrances other than those which do not interfere with Tenant's use of and operations at the Premises and the Easements; (iii) Owner has the lawful right and authority to execute this Lease and to grant the leasehold interests, easements, rights of way and other rights described herein; (iv) the Property (including the Premises and the Easements), and all improvements located thereon (other than improvements constructed by Tenant), are in substantial compliance with all laws, rules, regulations and ordinances, including, but not limited to, environmental, building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities, and the Owner Permits; (v) Owner has delivered to Tenant a copy of all Owner Permits relating to the Property and the operations being conducted thereon; and (vi) Owner has obtained and delivered to Tenant the consents of all parties other than Owner that hold any encumbrance upon or interest in the Premises and/or the Easements to the existence, execution and delivery of this Lease, the granting of a leasehold interest in the Premises and the granting of the Easements to Tenant in accordance with the terms hereof, and Tenant's and its successors and assigns utilization of the Premises and the Easements for the purposes described herein.
- (e) Owner hereby makes the further additional representations except as disclosed in Schedule 16 hereto:
 - (i) To the best of Owner's knowledge, no underground improvements, other than those expressly described herein, including, but not limited to, treatment or storage tanks, are or ever have been located on the Premises; and
 - (ii) There is no litigation or claims of any nature whatsoever pending or threatened against Owner regarding the Premises, and Owner does not know nor have reasonable grounds to know the basis for any such action; and
 - (iii) Owner has legal access to a public road from the Premises; and
 - (iv) To the best of Owner's knowledge, Owner has paid all taxes, license fees or other charges levied, assessed or imposed upon the Premises; and
 - (v) No material fact regarding the Premises known to Owner has been omitted or withheld from Tenant that would reasonably affect a prudent person's decision to enter into this Agreement; and
 - (vi) Owner has no knowledge of any special assessment or improvements of any public body which may give rise to a special assessment or imposition of impact fees against the Premises. Owner shall be responsible for any special assessment or impact fee arising out of Owner's use and ownership of the Premises; and
 - (vii) Owner has not received any notice of any claimed default or violation with respect to any local, state or federal law, ordinance, requirement, regulation, policy, guideline, decree, order, or Owner Permit, nor has any knowledge of any condition that could give rise to a violation of an Owner Permit or reopening of any Owner Permit; and

- (viii) To the best of Owner's knowledge, Owner has duly filed all reports and returns required to be filed by it with governmental authorities by any local, state or federal law, ordinance, requirement, regulation, policy, guideline, decree, order, or Owner Permit.

Section 17. **Default.** Notwithstanding anything contained herein to the contrary (other than the terms of Section 20 below), and without waiving any other rights granted at law or in equity, if either party is in default under this Lease for a period of (i) thirty 30 days following receipt of notice of default from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (ii) 60 days following receipt of notice of default from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law or in equity, subject to the terms of Section 16(b) hereof. If a non-monetary default may not reasonably be cured within such 60 day period, the Lease may not be terminated if the defaulting party commences action to cure the default within such 60 day period and proceeds with due diligence to fully cure the default as soon as reasonably practicable thereafter.

Section 18. **Tenant and Owner Financing.**

- (a) Tenant may enter into debt and equity financings from third parties (each, a "Financing Entity", collectively the "Financing Entities") in connection with developing the Solar Facility. Owner may pledge the Rent or otherwise encumber its interest in this Agreement to any third party, as security for any loan or other financing, without the consent of Tenant. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, personal representatives, heirs and assigns.
- (b) Tenant may collaterally assign, pledge, mortgage and/or grant a security interest to and/or otherwise encumber in favor of a Financing Entity, as security for any loan or other financing relationship, all of Tenant's right, title and interest in: (i) this Agreement, (ii) the Premises, (iii) the Easements, (iv) the Solar Facility, and (v) any other personal property owned by Tenant and located at the Property, all without the consent of Owner. Tenant shall also have the right to obtain, at its sole expense, a title insurance policy insuring its leasehold interest in and to the Premises and its easement interest in the Easements. Owner agrees to enter into additional documents as reasonably requested by such Financing Entities, including, without limitation, lender consent documents on customary terms and conditions, provided that Tenant or the requesting Financing Entity reimburses Owner for its reasonable legal fees associated with reviewing such documents.
- (c) Financing Entity may: (i) enforce its rights under its leasehold mortgage and/or other loan and security documents (each, a "Security Instrument"; collectively the "Security Instruments") that encumber or otherwise convey a security or other interests in and to the property and assets of Tenant, including, but not limited to, Tenant's leasehold interest in the Premises and easement interest in the Easements and its rights, title and interests in and to this Agreement, the Solar Facility, and all other improvements, equipment and other personal property of Tenant located at the Premises and within the Easements, (ii) acquire title to Tenant's interest in the Premises and the Easements under this Agreement in any lawful way, (iii) pending foreclosure of such Security Instruments, take possession of the Premises and the Easements, and (iv) obtain, at such Financing Entity's or Tenant's sole expense, a title insurance policy insuring those Security Instruments in favor of the Financing Entity that encumber Tenant's leasehold interest in the Premises and easement

interest in the Easements. In connection with a Financing Entity's acquisition of such a title insurance policy, Owner shall promptly execute and deliver to the title company that is issuing such policy such landowner affidavits and/or certificates that the title company may reasonably request. If a Financing Entity shall acquire title to Tenant's interest in this Agreement by whatever lawful means, including, without limitation, by foreclosure or otherwise, then the Financing Entity may freely assign this Agreement without Owner's consent.

Section 19. Estoppel Certificates.

- (a) Owner shall from time to time, within ten (10) days after receipt of Tenant's written request therefor, deliver to Tenant a written statement addressed to Tenant and/or to any Financing Entity (as specified by Tenant) (each an "Estoppel Certificate") certifying:
- (i) That the Agreement is unmodified and in full force and effect (or if modified, a brief description of such modification and that this Agreement as so modified is in full force and effect);
 - (ii) That the Agreement attached to the Estoppel Certificate is a true and correct copy of this Agreement, and all amendments hereto, and constitutes the entire agreement between Owner and Tenant relating to the Solar Facility;
 - (iii) That to the knowledge of Owner, Tenant has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such Estoppel Certificate with as much specificity as Owner is able to provide;
 - (iv) The term of this Agreement and the Annual Rent then in effect and any additional charges pursuant to this Lease;
 - (v) The date through which Tenant has paid the Rent;
 - (vi) Neither party to the Agreement is in default nor has either breached the Agreement and, to the best of Owner's knowledge, no facts or circumstances exist which, with the passage of time or the giving of notice or both, would constitute a default or breach by either such party under this Agreement;
 - (vii) There are no actions pending against Owner under the bankruptcy or any similar laws of the United States or any state;
 - (viii) Owner is not aware of any event, act, circumstance or condition constituting a force majeure event under the Agreement;
 - (ix) Owner has not paid any amounts or received any claims under the indemnification provisions in the Agreement;
 - (x) Tenant does not owe any indemnity payments to Owner and Owner has no existing counterclaims, offsets or defenses against Tenant under the Agreement;
 - (xi) There are no proceedings pending or, to Owner's knowledge, threatened against or affecting Owner in any court or by or before any court, governmental authority or arbitration board or tribunal which could reasonably be expected to have a material

adverse effect on the ability of Owner to perform its obligations under the Agreement;

- (xii) There are no disputes or proceedings between Owner and Tenant related to the Agreement;
 - (xiii) The assignment of certain direct or indirect equity interests in Tenant to the Financing Entity will not violate the terms and conditions of the Agreement, and any related consent or notice to Owner under the Agreement is hereby deemed satisfied;
 - (xiv) Owner agrees (i) to provide notice of any default by Tenant under the Agreement to Financing Entity at an address provided to Owner by Tenant and (ii) such Financing Entity is a Financing Entity pursuant to Section 18 of the Agreement; and
 - (xv) Such other matters as are reasonably requested by Tenant or its Financing Entities.
- (b) Without in any way limiting Tenant's rights and remedies arising out of Owner's failure to timely provide an Estoppel Certificate as required by this Section 19, such failure by Owner to deliver an Estoppel Certificate in accordance with the terms hereof shall be conclusive evidence that: (i) this Agreement is in full force and effect, without modification except as may be represented by Tenant; (ii) that there are no uncured defaults by Tenant or Owner hereunder; and (iii) the Annual Rent for the then current month has not been paid in advance by Tenant.

Section. 20. Financing Entity Notice. The following provisions shall be effective at any time that Owner has received notice from Tenant there is a Financing Entity which notice shall include the name and address of the Financing Entity:

- (a) After receipt by Tenant of a notice of default under this Lease and the expiration of any applicable cure period hereunder, Owner shall deliver to each Financing Entity (the "Financing Entity Notice") an additional notice which specifies the default by Tenant and states that Tenant's cure period has expired without such default being cured. Tenant shall be exclusively responsible for providing to Owner written notification of the notice addresses for each Financing Entity. Each such Financing Entity shall thereupon have the right, but shall not in any manner whatsoever be obligated, to cure such default within the applicable time periods set forth below in this Section 20(a), and without the payment of any default charges, fees, late charges or interest that might otherwise be payable by Tenant hereunder. Owner shall not terminate the Lease or exercise its other rights or remedies under the Lease:
 - (i) If such default can be cured other than by the payment of money exclusively and within thirty (30) days after the Financing Entities' receipt of such Financing Entity Notice one of more of the Financing Entities (A) cures such default, or (B) if such default reasonably requires more than thirty (30) days to cure, commences to cure said default and diligently prosecutes the same to completion; or
 - (ii) If such default can only be cured by the payment of money and within thirty (30) days after the Financing Entities' receipt of such Financing Entity Notice one of more of the Financing Entities cures such default.

- (b) Owner hereby agrees and acknowledges that the Financing Entities shall have the right to access the Premises and the Easements and exercise any other rights of Tenant under this Lease to the extent necessary to cure, pursuant to Section 20(a), defaults by Tenant under this Lease. Owner hereby agrees to accept performance by any of the Financing Entities of all cures, conditions and covenants under this Lease as though performed by Tenant.
- (c) If the Financing Entities or any of them commence enforcement of their rights and remedies under the Security Instruments, then upon the acquisition by the Financing Entities or any of them of Tenant's rights, title and interests in and to the Lease, such Financing Entities shall cure all outstanding defaults of Tenant under the Lease that are reasonably capable of being cured by the Financing Entities within the time periods set forth in Section 20(a)(i) and (ii) above (excluding any bankruptcy or insolvency of Tenant), and: (i) Owner shall treat such Financing Entities as the tenant(s) and lessee(s) under the Lease, (ii) such Financing Entities shall own and may exercise all rights, title and interests (including, without limitation, any security or other deposits or other impound payments), and shall be deemed to have assumed all obligations of, Tenant under the Lease, and (iii) the Lease will continue and remain in full force and effect in accordance with the terms hereof. If the Financing Entities cure all outstanding defaults by Tenant under the Lease but do not acquire all of Tenant's rights, title and interests under the Lease, or if the Financing Entities commence enforcement of their rights and remedies under the Security Instruments, and thereafter Tenant cures such defaults (which cure Owner is hereby obligated to accept) and the Financing Entities then terminate their enforcement actions, then the Lease shall remain in full force and effect between Owner and Tenant.
- (d) No modification or termination of the Lease shall be effective without the prior written consent of the Financing Entities. No notice of default by Owner to Tenant shall be effective unless a copy thereof is delivered concurrently to each Financing Entity (provided that Tenant has delivered to Owner the most recent notice addresses for such Financing Entities). Owner agrees that no default or termination of the Lease shall occur solely as a result of any of the Financing Entities enforcing their respective remedies under the Security Instruments.
- (e) In connection with any foreclosure or similar action relating to the personal property of Tenant, the Financing Entities, or their respective representatives, may enter the Premises and the Easements solely for the purpose of timely removal of such personal property and other purposes incidental to implementing such action, without liability therefore, provided that such activities by the Financing Entities shall not unreasonably interfere with or disturb Owner or any other tenants of Owner, and the Financing Entities shall pay for any physical damage to the Premises, the Easements and/or the Property actually caused by the Financing Entities or their respective representatives in removing such personal property from the Premises and the Easements.
- (f) The parties hereto agree and acknowledge that if the Lease is rejected or disaffirmed as part of any bankruptcy, reorganization or insolvency proceeding commenced with respect to Tenant, Owner shall, at the request of the Financing Entities or any of them, enter into a new lease of the Premises and a new grant of the Easements with such requesting Financing Entities for the then balance of the Term of the Lease, provided that such Financing Entities cure Tenant's then outstanding monetary defaults under the Lease (excluding any bankruptcy or insolvency) and undertake to cure all outstanding non-monetary defaults by Tenant under the Lease within thirty (30) days after the commencement date of such new

lease, provided further that if such non-monetary defaults cannot be cured within thirty days, such Financing Entities shall commence to cure such defaults within said 30 day period and diligently thereafter complete such cure within a reasonable period of time not to exceed 90 days, and such new lease shall contain the same rent, covenants, terms and conditions as set forth in the Lease. The provisions of this Section 20(f) shall survive the termination of the Lease and shall continue in full force and effect thereafter.

Section 21. Subordination and Non-Disturbance.

- (a) Tenant acknowledges that prior to the Commencement Date, Owner may have granted, and on or after the Commencement Date Owner may grant, a mortgage(s), deed(s) of trust or other security instrument (collectively, the "Mortgages"; individually, a "Mortgage") which encumber some or all of the Premises and/or the Easements to certain institutions or persons (collectively, the "Mortgages"; individually, a "Mortgagee").
- (b) With regard to each Mortgage that is in effect and/or of record on or prior to the recordation of the MOL (as such term is hereinafter defined), Owner will request from the Mortgagee thereunder that such Mortgagee execute and deliver to Tenant a subordination, attornment and non-disturbance agreement among Owner, such Mortgagee and Tenant pursuant to which: (i) Tenant confirms that this Lease is subordinated to the Mortgage granted to such Mortgagee and Tenant will attorn to such Mortgagee in the event that the Mortgagee acquires title to the Property; and (ii) such Mortgagee agrees to honor the Lease, and that the Lease shall remain in full force and effect and shall not be terminated, and Tenant shall be permitted to exercise all of its rights and remedies thereunder, as long as Tenant is not in default under the Lease, even in the event of foreclosure under the Mortgage to which such Mortgagee is a party (each a "SAND Agreement"; collectively, the "SAND Agreements"). If Owner fails to deliver to Tenant on or prior to the recordation of the MOL a SAND Agreement for each Mortgage that is in effect and/or of record on or prior to the recordation of the MOL, then Tenant shall have the right, in its sole discretion, to terminate this Lease by providing written notice thereof to Owner, and upon such termination neither of the parties hereto shall have any further obligations or liabilities hereunder.
- (c) With regard to each Mortgage that is in effect and/or of record after the recordation of the MOL, upon request of Owner, Tenant shall promptly enter into a SAND Agreement with Owner and the Mortgagee thereunder on commercially reasonable terms and conditions.
- (d) The parties hereto covenant and agree that notwithstanding anything to the contrary set forth herein, the form and terms of each SAND Agreement shall be mutually approved by and acceptable to Owner, Tenant and the Mortgagee that is a party to such SAND Agreement.

Section 22. Miscellaneous.

- (a) Owner represents and warrants that the person executing this Agreement on behalf of Owner represents individually that such person has the authority to execute this Agreement on behalf of Owner.
- (b) Tenant warrants and represents that it is duly authorized to do business in the state in which the Property is located and that the undersigned representative of Tenant is fully authorized by Tenant to enter into this Agreement on behalf of Tenant.

- (c) This Agreement sets forth and contains the entire agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior discussions, agreements and negotiations between the parties with regard to the subject matter hereof.
- (d) The parties may sign this Agreement in multiple counterparts, each of which, when executed, shall be deemed to be an original instrument, and all of which, taken together, shall constitute one and the same agreement.
- (e) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Tenant.
- (f) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
- (g) Owner shall at this time or on or before the Commencement Date execute, acknowledge and deliver to Tenant for recording a Memorandum/Notice of Lease (the "MOL") in the form of Exhibit "D" attached hereto. Owner hereby grants to Tenant permission to insert the Commencement Date of this Agreement into the MOL after execution of the MOL and to record the MOL in the proper jurisdiction.
- (h) Notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested, or by any nationally recognized overnight courier service for priority delivery, to the respective addresses set forth below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Notices shall be sent to:

For Tenant:
Underhill GLC Solar, LLC
C/O Green Lantern Development
PO Box 658.
Waterbury, VT 05676
Att: Luke Shullenberger

For Owner:
Town of Underhill Vermont
PO BOX 120
Underhill, Vermont 05489
Att: Selectboard

- (i) This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located, without giving effect to the conflicts of laws rules of such state.
- (j) Except as required by subpoena, court order, or general law, including, but not limited to 1 V.S.A. § 315 et seq., neither Tenant nor Owner shall disclose the financial or other terms of this Agreement to third parties (other than either party's and its affiliates' employees, officers, partners, members, attorneys, lenders and accountants and other advisors) without the express written consent of the non-disclosing party hereto.

- (k) Owner's recourse against any Financing Entity shall be expressly limited to such Financing Entity's interest in this Agreement.
- (l) All Exhibits and Schedules attached hereto and the terms and provisions thereof are incorporated herein by this reference for all purposes. The parties agree and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the description of the Premises and the Easements) and/or Exhibit C (the description of the Solar Facility), may be attached to this Lease and the MOL in preliminary form. Accordingly, the parties agree that upon preparation of the final exhibits to be used in Tenant's applications for the Approvals, the same shall also be attached to and shall constitute the final Exhibits A, B and/or C, as the case may be, to this Lease and the MOL, provided that such final Exhibits and Schedules shall substantially conform to the preliminary Exhibits and Schedules and that any deviations therefrom shall be approved by Owner and Tenant, which approval shall not be unreasonably withheld.
- (m) If Owner is represented by any broker or any other leasing agent in connection with the transactions contemplated by this Lease, Owner shall be responsible for and shall pay when due all commissions, fees and/or other payments to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker with regard to such commissions, fees and payments. If Tenant is represented by any broker or any other leasing agent in connection with the transactions contemplated by this Lease, Tenant shall be responsible for and shall pay when due all commissions, fees and/or other payments to such agent, and agrees to indemnify and hold Owner harmless from all claims by such broker or anyone claiming through such broker with regard to such commissions, fees and payments.
- (n) This Agreement may not be amended, supplemented or restated except by a written instrument that has been executed and delivered by each of the parties hereto.
- (o) The effective date of this Lease is the date of execution by the last party to sign the Lease (the "Effective Date").
- (p) The waiver by any party hereto of a breach of any provision of this Lease shall not bar or be construed as a waiver of any subsequent breach by any party. A delay in enforcing a party's rights shall not constitute or operate to act as a waiver of any breach.
- (q) If any provision of this Lease is found by a court of competent jurisdiction to be unenforceable or illegal, such findings shall not impair the remaining provisions of this Lease and the remainder of this Lease shall be enforceable as if such illegal or invalid provision had not been contained within this Lease.
- (r) Confidentiality. The Owner acknowledges that this Lease contains financial information which the Tenant believes is of a proprietary nature and Owner will, accordingly, take reasonable steps to maintain, to the extent permitted by law, the privacy of the financial information contained in the Lease. However, Owner and Tenant acknowledge that this Land Lease Agreement is a public record governed by 1 V.S.A. §315 et seq. The parties further acknowledge that Owner or Tenant's compliance with any records request made pursuant to 1 V.S.A. §316 or as otherwise required by law shall not constitute a breach of any agreement regarding confidentiality or non-disclosure under this Lease or otherwise. Notwithstanding the foregoing, should a request be made for disclosure of solar data, information pertaining to the financial terms of or payments under this Agreement, or

Tenant's site or product design, methods of operation, methods of construction, power production or availability of the Project and/or Solar Facility, and the like, Owner shall provide notice of such request to Tenant.

[This Space Left Blank Intentionally; Signatures Appear on the Next Page]

IN WITNESS WHEREOF, the parties do hereby execute this Lease as of the 21 day of October, 2019.

IN PRESENCE OF:

Town of Underhill Vermont

[Signature]
Witness

By: [Signature]
Patricia M. Sabalis Duly Authorized Agent

UNDERHILL GLC SOLAR, LLC

[Signature]
Witness

By: [Signature]
Luke Shullenberger - Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 21st day of October, 2019, personally appeared Patricia M. Sabalis, Duly Authorized Agent of the **Town of Underhill, Vermont**, to me known to be the person who executed the foregoing instrument, and she acknowledged this instrument, by her signed, to be her free act and deed and the free act and deed of the **Town of Underhill, Vermont**.

Before me, [Signature]
Notary Public
Printed Name: BRIAN BIGELOW

Notary commission issued in CHITTENDEN County
My commission expires: 31 January 2021
Commission Number: 157.0002828

STATE OF VERMONT
COUNTY OF Washington, SS.

On this 22 day of October, 2019, personally appeared Luke Shullenberger, Duly Authorized Agent of **UNDERHILL GLC SOLAR, LLC**, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of **UNDERHILL GLC SOLAR, LLC**.

Before me, [Signature]
Notary Public
Printed Name: Carrie Barrett

Notary commission issued in Washington County:
My commission expires: 11/31/21
Commission Number: 000 2063

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

911 Street Address: 97 Beartown Road, Underhill, VT

Tax ID: BE097X

SPAN: 660-209-10030

Being all and the same lands and premises conveyed to the Town of Underhill by Warranty Deed of Carlton V. Lamphere and Luella H. Lamphere dated March 24, 1986 and recorded at book 56, Page 546 of the Town of Underhill Land Records.

Being a portion of those lands and premises conveyed to Carlton V. and Luella H. Lamphere by Warranty Deed of Howard H. and Florine Seward dated November 5, 1948 and of record in Volume 35, Pages 226-227 of the Land Records of the Town of Underhill.

Being a parcel of land containing 11.18 acres, more or less, and designated as "Parcel 1" on a Plat of Survey entitled: "Boundary Survey Property of Carlton and Luella Lampherre, Underhill, Vermont, December 1981, Krebs & Lansing Consulting Engineers, Inc." which said map is to be recorded in the Land Records of the Town of Underhill. (Vol. 56, Page 547 and Map Book 2, Page 50).

EXHIBIT "C"

DESCRIPTION OF THE SOLAR FACILITY

A 150kWAC nameplate solar generating facility as specifically designed, approved and permitted in the Certificate of Public Good issued by the Public Utility Commission.

SCHEDULE 4(a)
Owner Permits

SCHEDULE 16
Exceptions to Owner's Representations and Warranties