

ONSITE SOLAR PHOTOVOLTAIC SYSTEM SITE LEASE AGREEMENT

This Onsite Solar Photovoltaic System Site Lease Agreement ("Lease") is made and entered into as of the Effective Date set forth on the signature page below, between the lessee party set forth on the signature page hereto ("Lessee"), and the lessor party set forth on the signature page hereto ("Lessor"). Lessor and Lessee are referred to herein each individually as a "Party" and collectively as the "Parties."

WHEREAS, Lessee and Lessor have entered into that certain Onsite Solar Power Purchase Agreement, dated as of even date herewith (the "PPA"), which is incorporated herein by reference, pursuant to which Lessee agreed to build, own, operate and maintain the Facility (as defined in the PPA) and Lessor agreed to purchase the output thereof from Lessee;

WHEREAS, Lessor is the owner of the real property and improvements as more particularly described in Exhibit A at which the Facility will be installed, and on which Lessee understands and acknowledges is located a former landfill operated by Lessor (the "Property"); and

WHEREAS, Lessee desires to lease from Lessor and Lessor desires to lease to Lessee certain premises which is part of the Property, which premises are described and defined in Section 2 below, in order to build, own and operate the Facility, on the terms and conditions contained herein and in the PPA.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Lessee and Lessor hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meanings given to them in the PPA.

(a) "Additional Space" has the meaning given to it in Section 2.

(b) "Affiliate" means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such Person.

(c) "Applicable Law" means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority that apply to any one or both of the Parties or the terms thereof.

(d) "Commencement Date" has the meaning given to it in Section 8(a).

(e) "Event of Default" has the meaning given to it in Section 12.

(f) "Expenses" means any and all expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter indemnified against hereunder (including, without limitation, court filing fees, court costs, arbitration fees or

costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals), and any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, expenses, deficiencies or other charges with respect thereto, but excluding in any event any lost profits and other special or consequential damages, which result from the indemnifiable events described in Section 10.

(g) "Facility" has the meaning given to it in the PPA.

(h) "Hazardous Materials" means those substances, chemicals and/or wastes defined as "hazardous" by Applicable Law, including, without limitation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants, contaminants, radon, asbestos, lead or lead based paint, oil and petroleum products and their by-products, polychlorinated biphenyls or related materials, and mold, dangerous fungi, bacterial or microbial matter contamination or pathogenic organisms that reproduce through the release of spores or the splitting of cells, as those terms may be used or defined in any Applicable Law.

(i) "Lease" has the meaning given to it in the preamble hereto.

(j) "Lease Expiration Date" has the meaning given to it in Section 8.

(k) "Lessee" has the meaning given to it in the preamble hereto.

(l) "Lessor" has the meaning given to it in the preamble hereto.

(m) "Lease Expiration Date" has the meaning given to it in Section 8.

(n) "Lessee Indemnities" has the meaning given to it in Section 10(b).

(o) "Lessor Indemnities" has the meaning given to it in Section 10(a).

(p) "Mortgage" has the meaning given to it in Section 7(b).

(q) "Mortgagee" has the meaning given to it in Section 7(b).

(r) "Pathways" has the meaning given to it in Section 2.

(s) "Permits" has the meaning given to it in Section 5(b).

(t) "Permitted Transferee" means an Affiliate of Lessee, or any other Person who (i) agrees in writing to assume, and does assume, all of the obligations of Supplier under this Agreement; (ii) that is technically and financially capable of performing such obligations, and has a technical and financial capability to do so that, at minimum, equals the capability of the Supplier; and (iii) who Supplier represents and warrants, in writing, is technically and financially capable of performing such obligations.

(u) "Permitted Use" has the meaning given to it in Section 2.

(v) "Premises" has the meaning given to it in Section 2.

(w) "Property" has the meaning given to it in the Recitals and Section 2.

(x) "Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

(y) "PPA" has the meaning given to it in the Recitals hereto.

(z) "PPA Term" means the Term of the PPA, as defined in the PPA.

(aa) "Site" has the meaning given to it in the PPA.

(bb) "SNDA" has the meaning given to it in Section 7(b).

(cc) "Taxes" has the meaning given to it in the PPA.

(dd) "Term" has the meaning given to it in Section 8.

(ee) "Transfer" has the meaning given to it in Section 5(c).

2. Lease. Subject to the terms of this Lease, Lessor does hereby lease to Lessee, certain area on the Property as shown on the Site Plan in Exhibit B (the "Premises") for the Term of this Lease. Lessor hereby also grants to Lessee the non-exclusive right to use, at Lessee's expense, the pathways, shafts, risers, raceways, conduits, available connections and entries into and through the Property (the "Pathways"), which Pathways shall be used by Lessee for the purposes of (i) connecting the Facility as provided under the PPA and as set forth herein, (ii) providing electricity generated by the Facility as provided under the PPA; and (iii) the housing and maintenance of all metering and related equipment which is part of the Facility and which Lessee provides to comply with its obligations under the PPA; provided, however, that Lessee shall act in accordance with all Applicable Laws. Before commencing installation of the Facility and use of any Pathways, Lessee will provide Lessor a schedule of the Facility construction activities and comply with the applicable provisions of the PPA regarding pre-installation requirements and approvals, including but not limited to paragraph 2.1 of the PPA.

3. Rent. In addition to other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, Lessee has paid Lessor, as and for rent of the Premises for the Term, ten U.S. dollars (\$10.00) on the date hereof and on each anniversary of the Effective Date during the Term. Lessee shall have the right, but not the obligation, to prepay any rent due under this Lease.

4. Facility Specifications. Lessor shall deliver the Premises to Lessee on the date hereof "as is."

5. Use of the Premises; Facility Operation and Ownership

(a) Subject to the terms of this Lease, including paragraph 5(g), below, Lessee shall have the right to occupy and use the Premises for the installation, operation and maintenance of the Facility (the "Permitted Use"). Lessor and Lessee acknowledge and agree that such rights of Lessee shall include, without limitation, the rights to:

- (i) operate the Facility on the Premises;
 - (ii) maintain, clean, repair, replace and dispose of part or all of the Facility;
 - (iii) add or remove equipment as needed to increase or decrease the capacity of the Facility;
 - (iv) access the Premises with guests for promotional purposes during normal business hours and at other times as are acceptable to, and with the advance consent of, the Lessor;
 - (v) publish factual information related to the Facility on its website and through other forms of electronic media. Such information may include, but is not limited to, the location of the photovoltaic system, the name of the Lessor, and other features of the Facility;
 - (vi) install and maintain at Lessee's sole cost and expense such equipment as is necessary for remote monitoring of the Facility;
 - (vii) conduct an in-person physical inspection of the Facility and the Premises;
- and
- (viii) perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in paragraphs (a)(i) through (a)(vii) of this Section 5.

Absent written approval by Lessor's Board of Selectmen, the Lessee shall not use the Premises for any other use.

(b) Lessee will obtain all governmental permits, licenses, certificates, approvals, variances, and utility authorizations, approvals and agreements necessary for the operation of the Facility, including, but not limited to, all permits and approvals of the Massachusetts Department of Environmental Protection and Norfolk Board of Health ("Permits"). Lessor agrees to reasonably cooperate with Lessee with respect to making application for and obtaining such Permits. Lessee will carry out the activities permitted under this Lease in accordance with all Applicable Law, Permits and "Prudent Industry Practices," as that term is defined in the PPA, and in such a manner as will not unreasonably interfere with Lessor's operation or maintenance of the Property.

(c) Lessor acknowledges and agrees that (i) Lessee is and shall remain the exclusive owner and operator of the Facility, which is Lessee's personal property, (ii) Lessor has no right

or interest in or to the Facility other than such right or interest, if any, stated in the PPA, (iii) the Facility may not be sold, leased, assigned, mortgaged, pledged or otherwise transferred, alienated or encumbered (each, a "Transfer") by Lessor; and (iv) notwithstanding anything to the contrary herein, unless the Facility is purchased by Lessor in accordance with the provisions of the PPA, Lessee has the right to remove the Facility and its other personal property from the Property upon the expiration or earlier termination of this Lease, in accordance with Section 8(b) below. Lessee shall be entitled, and is hereby authorized, to file one or more precautionary financing statements (and any amendments thereto) in such jurisdictions as it deems appropriate with respect to the Facility in order to protect its rights in the Facility, which statements shall, upon any purchase of the Facility by Lessor, be promptly discharged by Lessee.

(d) Excluding mortgages, pledges, liens, etc. arising from the activities of Lessee, Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including, without limitation, lender's, mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the Facility or any interest therein. Lessor also shall pay promptly before a fine or penalty may attach to the Facility any taxes, charges or fees of whatever type of any relevant governmental authority for which Lessor is responsible, except, however, for Taxes attributable to the Facility and this Lease, which shall be paid by Lessee. If Lessor or Lessee breaches its obligations under this Section 5(d), it shall immediately notify the non-breaching party in writing, shall promptly cause such liens to be discharged and released of record without cost to the non-breaching party.

(e) Notwithstanding anything to the contrary herein, (i) to the extent reasonably possible, Lessee shall not permit any mechanics' liens or similar liens arising out of the activities of Lessee at the Premises to remain upon the Premises, including, without limitation, liens arising out of labor and material furnished, or claimed to have been furnished, to the Lessee in connection with work of any character performed, or claimed to have been performed, at the Premises at direction of the Lessee; and (ii) Lessee shall cause any such liens to be released of record forthwith without any cost to Lessor; and (iii) Lessee will be solely responsible for, and shall promptly pay, any and all Taxes, and any and all charges for electricity and any other utility used or consumed by Lessee on the Premises.

(f) Lessee shall have no liability or responsibility whatsoever with respect to the existence or remediation of any Hazardous Materials in, on or under the Premises or the Property, except for any violation of Applicable Law caused by Lessee and except with respect to Hazardous Materials brought onto, or released from, the Property by Lessee, its employees, agents, licensees or invitees.

(g) The Facility shall be engineered, designed, constructed, operated, monitored and maintained by Lessee in accordance with Permits and Applicable Laws, including, as applicable, but not limited to, public bid and prevailing wage laws, and Prudent Industry Practices.

Notwithstanding anything to the contrary herein:

- (i) Lessee shall pay any and all costs and Expenses arising out of the engineering, designing, constructing, operating, maintaining, monitoring, permitting, and

“interconnection” of the Facility. Subject to a “Force Majeure Event” or “Delivery Excuse,” as those terms are defined in the PPA, Lessee shall prosecute all work and services with all reasonable diligence and without unreasonable delay or interruption. Lessee shall provide, at its sole cost, security for the Facility. Lessee shall install a 7 foot high chain link fence around the solar array, five lights, and two to three cameras;

- (ii) at least 30 days before commencing the installation of the Facility and any improvements to, at or on Premises, Lessee shall furnish a copy of all design plans and specifications for such installation/improvements to Lessor for Lessor’s approval, which approval shall not be unreasonably withheld, conditioned or delayed. This review is in addition to, and not a limitation of, any regulatory process required by Applicable Law. ;
- (iii) following installation of the Facility in accordance with this paragraph, no new improvements or equipment, other than the replacement of existing equipment with equipment of like kind and size, shall be installed on the Premises without the advance written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delay; and
- (iv) the granting of any leasehold interest and easements (other than the lease interests granted herein), which have not been granted by prior vote of Norfolk Town Meeting, shall be subject to such a vote and approval by the Norfolk Board of Selectmen.

(h) Notwithstanding anything to the contrary in this Lease, so long as Customer’s operations on the Premises, and on the property on which Customer’s landfill and transfer station are located, are conducted in accordance with Applicable Law, neither those operations nor the results of those operations shall constitute an Event of Default or breach of this Lease, irrespective of any perceived effect of those operations on the Facility or that such operations may result in a reduction in Energy Output, as such term is defined in the PPA.

6. Access to Premises. During the Term, Lessee shall have access to the Property (including the Pathways and the Premises) during the normal business hours of the Property. Lessee will give Lessor at least twenty-four (24) hours advance written or telephonic notice before any entry onto the Property by Lessee's employees, agents, contractors or guests, except in the event of an emergency. Lessee's access to the Property shall be in accordance with Lessor's standard practices, policies and procedures for access to the Property. Notwithstanding anything to the contrary in this Lease, Lessee shall be permitted to access the Property twenty-four (24) hours a day, seven (7) days a week for emergency purposes, as reasonably determined by Lessee. In the event of an emergency requiring access, Lessee shall give Lessor as much advance notice as reasonably possible of its intent to enter the Property, and within three (3) business days of such emergency access, Lessee shall provide Lessor with a written explanation of the nature of the emergency. Lessor shall have the right to be present during any access of the Premises by Lessee.

Except as otherwise provided below, and except in the event of an emergency, as reasonably determined by Lessor, in which event the same notification and access procedure set forth above with respect to Lessee's emergency access to the Premises shall likewise apply to Lessor, Lessee, following at least twenty-four (24) hours advance written or telephonic notice from Lessor, shall (a) permit Lessor and its representatives to have access to enter the Premises at reasonable hours, for the purposes of inspecting the Premises or of making repairs or replacements to the Premises or the Improvements, or of complying with any Applicable Law, and (b) permit Lessor, at reasonable times, to show the Premises during normal business hours to any existing or prospective lender, or any tenant, licensee or purchaser of the Property; provided, however, that Lessor shall not damage the Facility or disrupt or disturb the operation of the Facility. Lessee shall have the right to be present during any such access to the Premises by Lessor.

Lessee understands and acknowledges that the Town conducts operations at and about the Property, including through its Department of Public Works, and that such operations may result in, among other things, dust and noise. Lessee represents that it has become familiar with these operations, and agrees that, notwithstanding anything to the contrary in this Lease, the conduct of those operations shall not relieve Lessee of its obligations to operate and maintain the Facility, and shall not constitute an Event of Default under, nor breach of any representation, warranty or covenant made by Lessor in, this Lease or the PPA. Further, notwithstanding anything to the contrary in the PPA and this Lease, including this paragraph 6, nothing in this Lease is intended to (and, therefore, shall not) interfere with Lessor's right and ability to fulfill any of its obligations to maintain the Property, including its right and obligation to monitor and maintain the landfill located thereon and to access the Property at any time for that purpose.

7. Representations and Warranties, Covenants of Lessor

(a) Subject to the provisions of this Lease and Applicable Law, Lessor represents, warrants and covenants to Lessee that, except as may be set forth in Exhibit D or be part of the public record, (i) there are no existing circumstances known to Lessor's Board of Selectmen or commitments to third parties previously made by Lessor that will materially and adversely interfere with, damage, or impair the Facility or its operation; (ii) there are no known liens, security interests, deed restrictions or other encumbrances affecting the Property or the Premises;

(iii) subject to paragraph 5(e), above, it will not cause, create, incur, assume, permit or suffer to exist any liens, security interests or other encumbrances on the Premises on or after complying with Section 7(b); (iv) no known claims or governmental investigations are pending regarding the presence of Hazardous Materials on, in or under the Premises; (v) Lessor has lawful title to the Property and the Premises and all right to own the Property, and, subject to Lessee's procurement and maintenance of Permits and compliance with Applicable Law, to lease the Premises to Lessee and to permit Lessee to exclusively possess and to access the Premises to perform all of Lessee's obligations under the PPA; (vi) Lessee shall have quiet and peaceful possession of the Premises throughout the term of this Lease, without unreasonable hindrance or interference by Lessor or any party claiming by, through or under Lessor; (vii) Lessor shall not sell or otherwise transfer the Premises unless the new owner or tenant of the Premises agrees to be an assignee and to assume all obligations of Lessor under this Lease and the PPA in a form of written assignment and assumption agreement reasonably acceptable to Lessee; (viii) to the extent, if any, that any third party has legal title to the Premises, or any other claim, lien, encumbrance on or against the Premises not arising from the activities of Lessee, Lessor will make reasonable good faith efforts to obtain the consent of such third party to the transactions contemplated by this Lease and the acknowledgement by such third party of the right, title and interest of Lessee in and to the Facility; (ix) Lessor will not initiate or conduct activities that it knows will damage, impair or interfere with the Facility or its operation (including but not limited to activities that will adversely affect the Facility's existing exposure to sunlight); (x) Lessor shall maintain in good repair all portions of the Property which Lessor knows will, if not so maintained, adversely affect Lessee's operations of the Facility; (xi) Lessor will not knowingly adversely interfere with, damage, or impair the Facility or its functioning.

(b) In addition to the foregoing, if there is an existing deed of trust, mortgage or similar security instrument with a lien against the Premises (each a "Mortgage") or Lessor enters into a Mortgage after the date hereof, Lessee's rights hereunder shall be subordinated to such Mortgage; provided, however, as a condition to such subordination, Lessor agrees to make reasonable good faith efforts to obtain from the holder of each such Mortgage (each, a "Mortgagee") and deliver to Lessor, an executed subordination and non-disturbance agreement (an "SNDA") assuring Lessee that notwithstanding any default by Lessor, or any foreclosure or deed in lieu thereof, Lessee's rights under this Lease shall continue in full force and effect and its use and possession of the Premises shall remain undisturbed in accordance with the provisions of this Lease. Such SNDA will be in a form reasonably acceptable to Lessee, shall not conflict with the terms of this Lease, increase Lessee's obligations hereunder or decrease Lessee's rights hereunder or decrease Lessor's obligations hereunder or increase Lessor's rights hereunder, and shall, if reasonably possible, contain a covenant by such holder that it will treat the Lease as continuing to be in effect in the event that the Lease is rejected in a bankruptcy of Lessor and Lessee exercises its right to remain in possession of the Premises as permitted under the United States Bankruptcy Code. Lessor agrees to make reasonable good faith efforts to provide any such SNDA to Lessee from any existing Mortgagee within thirty (30) days of the Commencement Date.

8. Term; Removal of Facility.

(a) The term of this Lease ("Term") shall commence on the date hereof (the "Commencement Date") and, unless earlier terminated, shall expire at the end of the Initial Term or the last Renewal Term, as applicable, under the PPA (the "Lease Expiration Date"). Notwithstanding anything to the contrary herein and in the PPA, in the event that the PPA expires or is terminated this Lease shall automatically and simultaneously expire or terminate, and vice versa.

(b) Upon the expiration or earlier termination of this Lease, if Lessor does not purchase the Facility, then within one-hundred twenty (120) days after the date of such expiration or earlier termination, Lessee shall remove the Facility and Lessee's other personal property from the Premises and repair any damage to the Property caused by such removal and restore the Premises to its original condition, reasonable wear and tear excepted. The responsibility for, and the expense of, the removal of the Facility shall be as set forth in the PPA. Upon termination, any amounts owed by each Party under this Lease shall be netted against amounts owed by each party under the PPA into a single liquidated amount payable by Lessee to Lessor, or by Lessor to Lessee, as applicable.

9. Taxes. Lessee shall be solely responsible for paying all Taxes imposed on the Facility or Site including real property or personal property taxes. Lessee shall also be responsible for paying all Taxes imposed on the generation of Energy Output. Lessor shall be responsible for paying all Taxes imposed on the sale, delivery or consumption of Energy Output or Massachusetts Net Excess Generation (NEG) Credits and Lessee will collect and remit such Taxes as required by Applicable Law. The foregoing notwithstanding, if Taxes are imposed on account of the Facility or Site, including real property or personal property taxes, or if Taxes are imposed on the generation of Energy Output, the Lessee shall pay such Taxes, and the Energy Charge shall be increased to reflect the amount of such Taxes paid by Lessee. The Parties shall cooperate during the Term of this Agreement to minimize any Taxes assessed on the Facility, or on the generation, sale, delivery or consumption of the Energy Output or Massachusetts Net Excess Generation (NEG) Credits, including maintaining any Tax exemptions to which Lessee or Lessor are entitled. Lessee shall be entitled to all Tax Benefits associated with and resulting from either the ownership, development and installation of the Facility or the production, sale, purchase or use of the Energy Output. Lessee shall also be entitled to (i) all other cash payments or grants that in any way relate to the construction or ownership of the Facility and (ii) all direct third party subsidies for the generation of Energy Output.

10. Liability

Notwithstanding any provision in this Lease to the contrary, neither Lessee nor Lessor shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Lease whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Lease. The foregoing provision shall not prohibit Lessee or Lessor from seeking and obtaining general contract damages for a breach of this Lease.

11. Insurance

(a) The respective insurance requirements for Lessor and Lessee are set forth below, and shall be maintained throughout the term of this Lease. The liability of each Party under this Lease to the other Party shall not be diminished by the insurance limitations set forth below. All insurance policies required by this Section 11 shall provide that such policies may not be cancelled or terminated without thirty days prior written notice to both Lessor and Lessee. All property and casualty insurance procured in accordance with this Section 11 shall contain waivers of subrogation in favor of the Parties hereto.

(b) Lessee will maintain at its sole cost and expense:

(i) Workers' compensation insurance, with limits of liability at least equal to the statutory requirements therefor;

(ii) Employer's liability insurance of not less than one million dollars (\$1,000,000) each accident; \$1,000,000 each employee (Disease); and \$1,000,000 policy limit (Disease);

(iii) Commercial General Liability insurance or its equivalent including contractual liability, and insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the Facility of not less than five million dollars (\$5,000,000) general aggregate; \$1,000,000 per occurrence; \$5,000,000 aggregate, completed operations to continue in force for 2 years beyond completion of installation of the Facility; and \$5,000,000 personal injury. Lessor shall be included as an additional insured under this liability insurance;

(iv) Automobile Liability on all owned, leased, hired and non-owned vehicles: \$1,000,000 combined single limit.

(v) Umbrella Liability: \$2,000,000 per occurrence; \$2,000,000 general aggregate; covering excess of (ii) and (iv) above;

(vi) Lessee may satisfy the insurance requirements contained in this Lease though any combination of primary and/or excess coverage.

(vii) Insurance companies issuing Lessee's policies must be authorized to do business in Massachusetts and reasonably acceptable to Lessor.

(viii) Lessee may utilize any combination of primary and/or excess coverages to satisfy the insurance requirements contained in this agreement.

(ix) Lessor shall be included as additional insured on all policies except for Workers Compensation. The additional insured endorsement shall limit that

status to the acts or omissions of the Lessee , or the acts or omissions of any party for whom the Lessee is responsible.

- (c) Lessor will maintain such insurance as it currently maintains for the Property, consisting of:
- (i) Workers' compensation insurance, with limits of liability at least equal to the statutory requirements therefor;
 - (ii) Employer's liability insurance of not less than one million dollars (\$1,000,000);
 - (iii) Causes of loss special form property insurance equal to the full replacement value of the Property;
 - (iv) Commercial general liability (including public liability and property damage) insurance coverage covering occurrences, accidents and incidents on the Premises that (1) occur from and after the execution date hereof (regardless of when the claim is filed) and (2) result of bodily injury, personal injury or death to any Person or entity and/or damage or destruction of property. Said insurance shall have a combined single limit of liability per occurrence of not less than one million dollars (\$1,000,000) on a primary basis and not less than three million dollars (\$3,000,000) on an excess/umbrella basis, or such insurance as it currently maintains for the Property.
 - (iv) Automobile liability covering all owned, non-owned and hired autos with limits of at least \$1,000,000 per accident.

Lessor shall provide certificates of insurance to Lessee upon execution of this Lease and subsequently, but no more than one per year, upon request of Lessee.

(d) Lessee shall provide certificates of insurance and evidence of property insurance evidencing the coverages required herein. Such documents shall be provided upon execution of this Lease and annually upon renewal of the certified coverages thereafter. The parties' respective certificates of insurance shall also indicate that the policies certified include provisions that they shall not be cancelled without thirty (30) days prior written notice to the other party.

(e) To the extent not prohibited by their applicable insurance policy contracts, Lessee and Lessor each hereby waive any claim against the other party for any loss covered by property insurance obtained by such party to the extent of proceeds recoverable thereunder.

(f) Each Party hereto agrees that the insurance described above to be provided by the other Party may be provided by and through blanket coverages which may be provided in whole or in part through a policy or policies covering other liabilities and locations of the Party obligated to provide such insurance and its affiliates.

(g) In the event Lessee fails to obtain or maintain any insurance required herein, Lessor may either terminate this Lease, or shall have the right, but not the obligation, to obtain and maintain such insurance and charge the expense thereof to Lessee.

12. Events of Default

(a) Events of Default. The occurrence of any one of the following shall constitute an event of default with respect to either Party ("Event of Default"):

(i) Failure of any representation or warranty made in this Lease to be true and correct in all material respects at any time during the Term, or the failure to comply with any provision of this Lease, and such failure shall continue uncured for thirty (30) days after notice thereof by the non-defaulting Party, provided that the defaulting Party is using commercially reasonable efforts to pursue such cure and provided, further, if such failure is not capable of being cured within such period of thirty (30) days with the exercise of reasonable diligence, then such cure period shall be extended for an additional reasonable period of time (not to exceed one hundred eighty (180) days) so long as the defaulting Party is exercising commercially reasonable efforts to cure such failure; and

(ii) An Event of Default (as defined in the PPA) shall have occurred under the PPA.

(b) Remedies. Upon the occurrence and during the continuation of an Event of Default, the non-defaulting Party: (i) shall have the right to pursue any and all remedies under this Lease, at law or in equity and (ii) may terminate this Lease. The removal of the Facility and Lessee's personal property from the Property shall be in accordance with the provisions of Section 8(b) above.

13. Assignment

(a) Neither Party shall have the right to assign any of its rights, duties or obligations under this Lease without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except: (i) Lessee may assign its right, title and interest and delegate its duties under this Lease, or any part thereof, to any Permitted Transferee with advance written consent of Lessor, which consent shall not be unreasonably withheld; and (ii) Lessee may assign its right, title and interest and delegate its duties under this Lease, or any part thereof, to any Affiliate with advance written notice to Lessor; (iii) Lessee may, with advance written notice to Lessor, assign any or all of its right, title and interest in this Lease to any bank, bond insurer, lender, collateral agent, or other financial institution or investor to whom Lessee provides a security interest in Lessee's right, title and interest in the Facility in connection with financing (or refinancing) the Facility. Lessor shall reasonably cooperate with Lessee in connection with any such assignment, including but not limited to providing reasonable written consents, reasonable estoppel certificates, and any other reasonable documents reasonably and customarily required with respect thereto.

(b) No consent by either Party to any assignment or delegation by the other party shall be deemed to be a novation or otherwise to relieve the assigning Party of its obligations hereunder unless otherwise expressly so stated in such consent.

(c) This Lease will be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. Nothing in this Lease, expressed or implied, is intended or will be construed to confer upon any Person (other than the Parties and successors and assigns permitted by this Section 13 and Persons expressly benefited by the provisions of Sections 10(a) or 10(b)) any right, remedy or claim under or by reason of this Lease.

14. Amendments. This Lease may be amended only in writing signed by Lessee and Lessor or their respective successors in interest; provided, however, if Lessor has been notified that Lessee has assigned any of its rights, duties or obligations under this Lease to a lender, then the prior written consent of such lender is required as well.

15. Notices. Any notice required or permitted to be given in writing under this Lease shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight delivery service, or personally delivered to a representative of the receiving Party at its address set forth on the signature page below. Notices to Lessee shall include a copy to: Constellation Energy, Attn: Legal Counsel, 100 Constellation Way, Suite 1200C, Baltimore, MD 21202. All notices shall be deemed to have been received upon receipt.

16. Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

17. Remedies Cumulative. No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

18. Headings. The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

19. Choice of Law. This Lease shall be construed in accordance with the laws of the State where the Facility is located, without regard to any conflicts of law principles.

20. Binding Effect. The terms and provisions of this Lease, and the respective rights, privileges, duties and obligations hereunder of each Party, shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

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

22. Other Agreements. This Lease represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between said Parties with respect to said subject matter, other than the PPA, which shall be deemed as having been executed simultaneously with the execution of this Lease.

23. Severability. Should any provision of this Lease for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Lease had been executed without the invalid portion.

24. Survival. Any provision(s) of this Lease that expressly or by implication comes into or remains in full force following the termination or expiration of this Lease shall survive the termination or expiration of this Lease.

25. Further Assurances

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

(b) Lessor consents to the recording of a mutually agreed upon memorandum of this Lease executed by both Parties in the land registry or title records of the county where the Premises are located or other applicable government office. Lessee shall be entitled to, and is hereby authorized to, file one or more precautionary financing statements, naming Lessor as the Party of record, in such jurisdictions as it deems appropriate with respect to the Facility in order to protect its rights in the Facility or in connection with the grant of a security interest in the Facility to any of its lenders, provided that all such statements shall be discharged upon purchase of the Facility, if at all, by Lessor.

(c) Lessor shall reasonably cooperate with Lessee in connection with Lessee's financing of the Facility.

(d) In the event removal of the Facility is required under any provision of this Agreement, Lessee shall accomplish such removal within 120 days of the date on which removal was required or made necessary, and shall accomplish such removal in a good and workmanlike manner and in accordance with all applicable local, state and federal laws and regulations, permits, governmental approvals, utility authorizations and agreements, all applicable standards of care, and Prudent Industry Practices, and Lessee shall restore the Premises to its original condition, reasonable wear and tear excepted.

(e) Lessee shall maintain detailed records of all of its activities under this Agreement, including, but not limited to, records relating to the design, construction, operation and maintenance of the Facility, and any records required to be made or kept by law or regulation,

and records customarily made and kept for the activities contemplated in this Agreement, and shall maintain all such records according to Supplier's corporate Records Retention Policy. In no event shall Lessee destroy or otherwise discard any design plans and specifications and other operational records directly relating to the design, construction, operation and maintenance of the Facility and any SREC Contracts then in effect (collectively, "Facility Records") during the Term of this Agreement; in the event this Agreement terminates and Customer elects to purchase the Facility under as set forth in this Agreement, then Supplier shall promptly provide all such Facility Records upon closing of such purchase, At all reasonable times and upon reasonable written notice, Lessee shall permit Lessor access to all such records but excluding any Supplier confidential information, but excluding Supplier confidential information that is in the public domain.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Onsite Solar Photovoltaic System Site Lease Agreement to be executed by their duly authorized persons.

LESSOR NAME:

Town of Norfolk, Massachusetts

By:

Name: Robert J. Garrity
Title: Chairman

By:

Name: James M. Tomaszewski
Title: Vice Chairman

By:

Name: James C. Dehan
Title: Clerk

Address: 1 Liberty Lane
Norfolk, MA 02056

LESSEE NAME:

Constellation Solar Massachusetts, LLC

By:

Name: Michael D. Smith
Title: President
Address: 100 Constellation Way, Suite 1200C
Baltimore, MD 21202

Effective Date: March 31, 2011

IN WITNESS WHEREOF, the Parties hereto have caused this Onsite Solar Photovoltaic System Site Lease Agreement to be executed by their duly authorized persons.

LESSOR NAME:

Town of Norfolk, Massachusetts

By: _____
Name: Robert J. Garrity
Title: Chairman

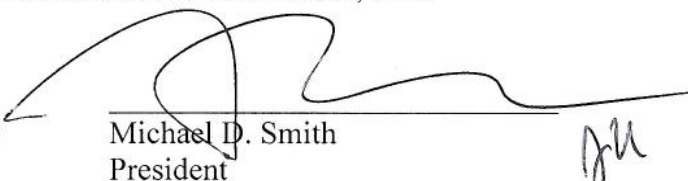
By: _____
Name: James M. Tomaszewski
Title: Vice Chairman

By: _____
Name: James C. Lehan
Title: Clerk

Address: 1 Liberty Lane
Norfolk, MA 02056

LESSEE NAME:

Constellation Solar Massachusetts, LLC

By: 
Name: Michael D. Smith
Title: President
Address: 100 Constellation Way, Suite 1200C
Baltimore, MD 21202

Effective Date: March 31, 2011

EXHIBIT A

Legal Description

See Attached

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- COLLER & COLANTONIO**
FURNITURE AND CREATIVITY

TOWN OF NORFOLK
HIGHWAY DEPARTMENT
333 MEDWAY BRANCH
NORFOLK, MA 02056

DATE	1/29/02
LOC	MOH/AD3
TRK	570
NAME	1007
AB NO.	2-18702
NO NO.	2-18274
LOC	50
TRK	160
DATE	2/20

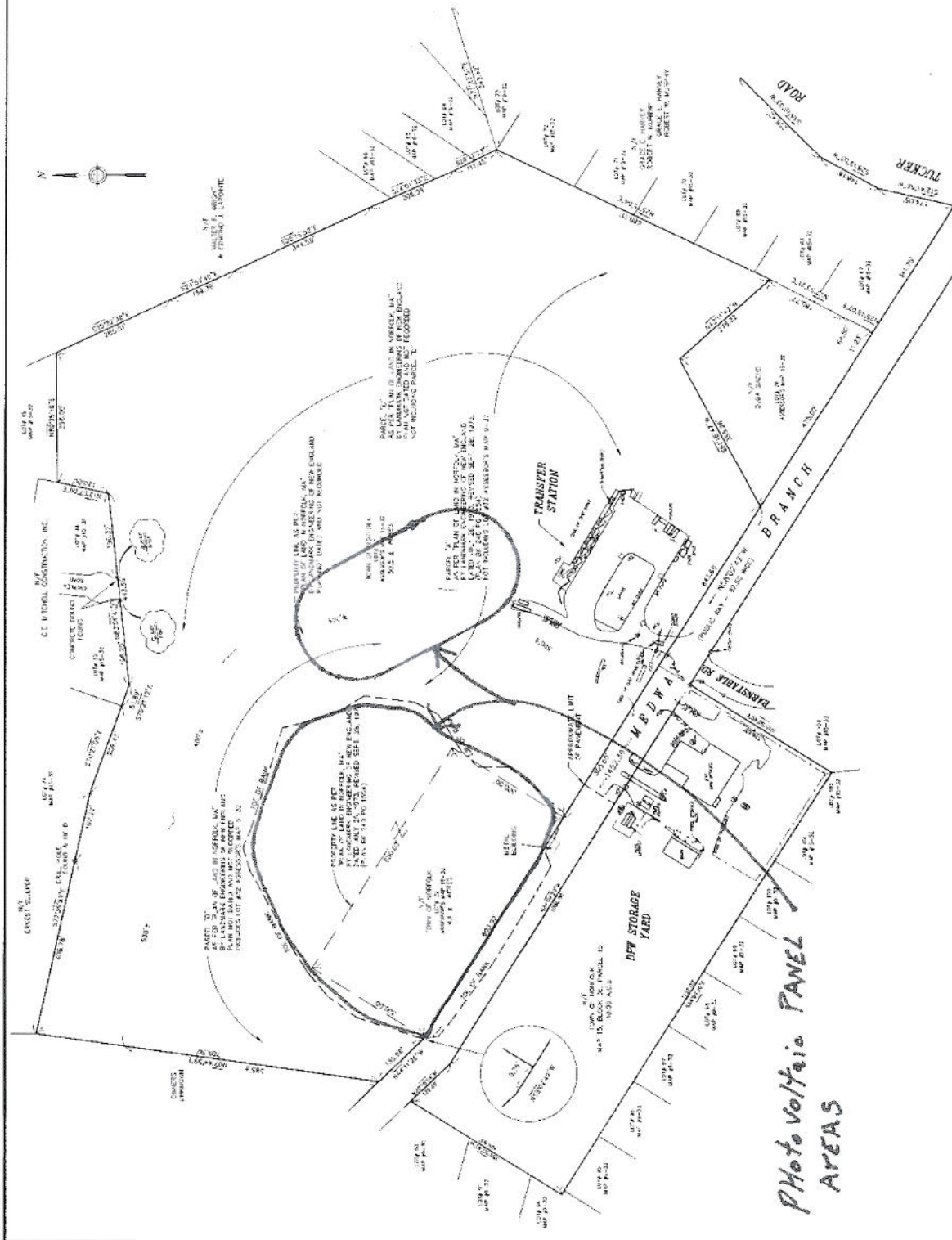


EXHIBIT B

Premises Site Plan

See Attached

EXHIBIT C

Exceptions to Representations and Warranties

None