SOLAR ENERGY

FACILITY ROOFTOP LEASE AGREEMENT

BY AND BETWEEN

BLISSFUL DAIRY, LLC

AS LANDLORD,

AND

AEGIS RENEWABLE ENERGY, INC.

AS TENANT

DATED

6/4, **2021**

Table of Contents

BACKGROUND RECITALS 4

I. GRANT OF ROOFTOP LEASE 4

1.1 DEFINITIONS 4

1.2 LEASE TO USE AND ACCESS TO ROOFTOP 5

1.3 EQUIPMENT SPACE 5

1.4 TERM OF ROOFTOP LEASE 5

1.5 FEES PAID FOR ROOFTOP LEASE 6

1.7 RESPONSIBILITIES OF LANDLORD 7

II. GENERAL COVENANTS 7

2.1 USE OF ELECTRICAL SERVICES BY TENANT 7

2.2 CONSTRUCTION AND ALTERATION 7

2.3 LAWS AND REGULATIONS 7

2.4 BUILDING RULES 8

2.5 ENTRY BY LANDLORD 8

2.6 ASSIGNMENT, SUBLETTING AND TRANSFERS 8

2.7 CONSENT TO MORTGAGE 9

2.8 INSURANCE 9

2.10 CASUALTY DAMAGE 10

2.12 RESERVED 11

2.13 EVENTS OF DEFAULT/REMEDIES 11

2.14 SUBORDINATION TO MORTGAGE 12

III. MISCELLANEOUS 13

3.1 DISPUTE RESOLUTION 13

3.2 NO IMPLIED WAIVER 13

3.5 SEVERABILITY 14

3.6 RECORDATION 14

3.7 GOVERNING LAW 14

3.8 TIME OF PERFORMANCE 14

3.9 COMMISSIONS 14

3.10 TAXES 15

3.11 REGULATORY AUTHORITY 15

3.13 FORCE MAJEURE 15

3.15 OWNERSHIP OF EQUIPMENT 16

3.16 ENTIRE AGREEMENT 16

APPENDIX 3 20

MEMORANDUM/NOTICE OF LEASE 21
APPENDIX 1 23
APPENDIX 2 24

SOLAR ENERGY FACILITY ROOFTOP LEASE AGREEMENT

THIS ROOFTOP LEASE AGREEMENT (sometimes referred to alternatively as "Lease" or "Agreement"), is made and entered into as of the 4th day of June, 2021 (the "Effective Date"), between the **Blissful Dairy, LLC** a Vermont Limited Liability Company with an address of 1608 Middle Road, Bridport, Vermont, 05734 (hereinafter referred to as "Landlord"), and **Aegis Renewable Energy Inc.**, a Vermont corporation with offices at 340 Mad River Park, Suite 6, Waitsfield, Vermont 05673 ("Tenant").

BACKGROUND RECITALS

A. Tenant desires to obtain a lease in order to install and operate solar (photovoltaic) equipment on the rooftop of a building owned by Landlord on a premises in Bridport, Vermont; and

B. Landlord is willing to lease to Tenant subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

I. GRANT OF ROOFTOP LEASE

1.1 DEFINITIONS

In addition to terms defined in this Lease, the following terms set forth below will be defined as follows:

1.1.1 "Building" will mean that certain farm building located at the Premises, an aerial view of which appears in Appendix 1, attached hereto and made a part hereof.

1.1.2 "Commercial Operation Date" means the date when (i) Contractor has obtained all necessary licenses, permits and approvals under Applicable Law for installing and operating the "Solar Equipment", (ii) the Solar Equipment has been connected to the electric distribution company's distribution system, and (iii) the Solar Equipment is operating regularly and is generating net metering credits assigned to customers by electrical distribution company.

1.1.3 "Equipment Space" means free standing pedestal mounted rack space for inverters located 52 feet +/- off the east wall of the building as generally depicted on Appendix 1. Among other things, the Equipment Space will host the main distribution panel, inverters, and disconnect switch elements of the Solar Equipment.

1.1.4 "Premises" means a 412.4 +/- acre farm with a dwelling and buildings, located at 3203 Middle Road in Bridport, Vermont. The Premises has a map parcel ID of 06-026.A, and a grand list SPAN of 087-027-10445. The approximate location of the building that will host the array is shown on Appendix 2 with a red "X".

1.1.5 "Rooftop" will mean the applicable portions of the roof of the Building designated by Landlord as the space for the Solar Equipment and depicted in Appendix 1.

1.1.6 "Solar Equipment" means photovoltaic panels, racking, inverters, communications equipment, wiring, cabling and other accessories used therewith for installation, interconnection, operation and maintenance of the Solar Facility on the Rooftop and in the Equipment Space.

1.1.7 "Solar Facility" means the Solar Equipment, and all related contracts necessary to operate the equipment as a net metered solar generation plant, including but not limited to the Certificate of Public Good to be issued by the Vermont Public Utilities Commission, this lease, and any interconnection agreement with Green Mountain Power.

1.2 LEASE TO USE AND ACCESS TO ROOFTOP

1.2.1 Subject to the terms and conditions contained in this Lease, Landlord hereby grants to Tenant and Tenant agrees to accept the non-exclusive, as to other non-solar uses, right to use the Rooftop and Solar Equipment Space (together the "Lease Area") for the installation, operation and maintenance, at Tenant's sole cost and expense, of the Solar Equipment. Throughout the Term of the Lease, as described below, Landlord hereby grants Tenant an easement through the Premises to access the Building, including, if applicable, stairways or other access points of egress and ingress for purposes of accessing the Rooftop for the purpose described herein and pursuant to the terms and conditions of Section 1.7 below.

1.2.2 Tenant acknowledges that it has inspected the Rooftop, that Landlord has made no representations or warranties respecting the condition thereof or otherwise or its suitability for Tenant's use, and that, except as may be expressly provided to the contrary in this Lease, Landlord has no obligation or duty to make any alterations, improvements, or repairs in and to the Rooftop to make same ready for Tenant's use and occupancy and Tenant takes and accepts the Rooftop in its present "as is" condition.

1.3 EQUIPMENT SPACE

Landlord acknowledges that Tenant will be installing equipment in the Equipment Space and that the installation, maintenance and use of the Equipment Space will be at Tenant's sole expense and is subject to the terms of this Lease.

1.4 TERM OF ROOFTOP LEASE

This Lease will commence on the Effective Date and will terminate on the 25th anniversary of the Commercial Operation Date (the "Term"). Tenant shall have a no cost option to terminate the lease the first November 1st following the 20th anniversary of the commercial operation date of the solar array. Tenant shall have one option to extend the lease for up to 5 years at the end of the Term (the "Extension Period").

1.4.1 Landlord's Right to Termination prior to Construction. Landlord may terminate this Lease without penalty or any liability to Tenant prior to the construction commencement date only in the event that the construction commencement date is more than twelve (12) months after the Effective Date. In the case of termination, the Landlord shall give Tenant thirty (30) days prior written notice of its intent to terminate within the period commencing thirty (30) days before and ending thirty days after the occurrence of the applicable deadline. In the event that Landlord fails to provide such notice, Landlord shall be deemed to have waived its right to terminate under this subsection in question.

1.5 FEES PAID FOR ROOFTOP LEASE

Tenant agrees to pay Landlord a fee for this Lease, without notice, setoff or demand, of Fourteen Hundred Dollars ($1,400.00) per year during lease years 1 – 12, and Sixteen Hundred and Eighty Dollars ($1,680.00) per year during lease years 13-25, pro rata for any partial year to the extent that the Term commences or terminates on a day other than the first or last day of the year, respectively (the "Lease Fee"). Tenant's obligation to pay the Lease Fee does not commence until the occurrence of the Commercial Operation Date and thereafter shall continue for the remainder of the lease term, the Lease Fee shall be paid in advance on a yearly basis. Such payments will be made by United States Mail, postage prepaid, to the address of Landlord set forth in Paragraph 3.4 or, if agreed to by Landlord and Tenant, by ACH transfer.

1.6 RESPONSIBILITIES OF TENANT

1.6.1 Plans and Specs of Solar Equipment. Tenant at Tenant's sole expense will design, procure and install the Solar Equipment in accordance with its plans and specifications, which plans and specifications Tenant will share with Landlord. Tenant is responsible for all costs associated with the Lease, including the costs of operating and maintaining the Solar Equipment. Prior to the start of construction, Tenant and Landlord shall agree on a construction plan which will provide for such items as access, lay-down areas, parking, construction times, and coordination with Landlord's operations.

1.6.2 Use and Maintenance. This Lease is limited to allowing Tenant only to install, maintain and operate the Solar Equipment on the Rooftop in the location or locations described in Appendix 1.

Tenant agrees not to use or permit the use of the Rooftop for any purpose which is illegal, dangerous to life, limb or property or which, in Landlord's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Building. In particular, no environmentally hazardous materials will either be used or stored in or around the Rooftop and no such materials will be used in any of the Solar Equipment installed by Tenant on the Rooftop. Tenant will not permit unauthorized person or persons with insufficient expertise or experience to access the Equipment Space or maintain or operate the Solar Equipment.

1.6.3 Care and Maintenance by Tenant. Tenant agrees not to commit any waste or allow any waste to be committed within or on any portion of the Rooftop and will not injure the Rooftop or Building but will maintain the Rooftop in a clean condition and in good repair, except as to damage to be repaired by Landlord, as provided herein. Tenant will remove all excess cable, tools and equipment and will keep all areas neat and clean at all times.

1.6.4 Site Technical Standards. Prior to the installation of the System, Tenant shall provide to Landlord written certification from a licensed engineer that the physical integrity of the building structures, rooftops and fixtures, as structurally remediated if necessary, upon which the System will be installed are sufficient to install the System and allow for safe installation and operation of the same (the "Technical Standard"). Notwithstanding the foregoing, Tenant shall not be obligated to provide the Technical Standard so long as it confirms in writing to Landlord the existence of plans stamped by a licensed engineer which show that the physical integrity of the building structures, rooftops and fixtures are sufficient to install the System and allow for its safe operation.

1.6.5. Decommissioning. Within sixty (60) days of the expiration of the lease term, or an earlier termination of this Lease following a Tenant Default, Tenant shall decommission the Solar Facility,

provided that if such expiration or termination occurs within the months of December, January, February, or March, or April, the decommissioning period shall extend to the next May 15th. The provisions of this Section 1.6.5 shall survive this Agreement's termination.

1.7 RESPONSIBILITIES OF LANDLORD

1.7.1 Rights of Access and Provision of Space and Facilities. Landlord will provide employees or agents of Tenant rights of ingress and egress in those portions of the Building controlled by Landlord and Landlord will provide Tenant with access to and use of the Rooftop and Equipment Space consistent with the requirements of the installation, operation, maintenance, and service of the Solar Equipment; provided, however, such rights of ingress and egress will be consistent with (i) the terms and conditions of any leases between Landlord and other tenants; and (ii) rules and regulations reasonably promulgated from time to time by Landlord regarding such rights of ingress and egress.

1.7.2 Non-Interference. Tenant will have the sole and exclusive right to install and operate solar energy generating equipment on the Rooftop. In no event during the Term will Landlord construct, build or locate, or allow others to construct, build, or locate any equipment or facilities (solar or otherwise) that would interfere with the Solar Equipment or otherwise engage in, or allow others to engage in activity, that might impede the Solar Equipment's access to the sun or decrease the output or efficiency of the Solar Equipment. Landlord understands that unobstructed access to sunlight ("Insolation") is essential to Tenant's performance of its obligations and a material term of this Agreement. Landlord shall not in any way cause and, where possible, shall not in any way permit any interference with the Solar Equipment's Insolation. If Landlord becomes aware of any activity or condition that could diminish the Insolation of the Solar Equipment, Landlord shall notify Tenant immediately and shall cooperate with Tenant in preserving the Solar Equipment's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Tenant, and that such injury may not be adequately compensated by an award of money damages.

II. GENERAL COVENANTS

2.1 USE OF ELECTRICAL SERVICES BY TENANT

Landlord will furnish Tenant electrical facilities to provide sufficient power during the installation of the Solar Facility.

2.2 CONSTRUCTION AND ALTERATION

Prior to installation of any Solar Equipment, Tenant, at its sole cost shall have any necessary structural work performed on the Building to ensure that it complies with the Technical Standards.

2.3 LAWS AND REGULATIONS

Tenant agrees to comply with all applicable laws, ordinances, rules, and regulations of any governmental entity or agency having jurisdiction with respect to the Lease and/or the Building.

Tenant warrants that the equipment installed in conjunction with this Lease will comply with manufacturers' specifications, such specifications to comply with all federal, state and local rules and regulations. Tenant will, at Tenant's sole cost, take all measures necessary to ensure that such equipment is within manufacturers' specifications and that all equipment strictly complies with all laws, rules, regulations, ordinances and codes,

whether now or hereafter existing, of all federal, state and local governmental authorities and that the equipment strictly complies with all contractual obligations to which Tenant is bound in connection with such equipment and as applicable to the Solar Equipment or similar facilities.

Tenant will use best efforts and take all measures necessary to ensure that the Solar Equipment installed by Tenant does not interfere with or disturb the operation of any other equipment or business of Landlord or of any other tenant, or occupant of the Building. In the event of such interference or disturbance to a tenant or occupant existing as of the Effective Date, Tenant will make such necessary adjustment to its equipment to correct such interference or disturbance.

2.4 BUILDING RULES

Tenant will comply with the rules and regulations of the Building as adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so, provided such rules: (i) do not unreasonably and materially interfere with Tenant's conduct of its business; and (ii) do not require payment of additional moneys. All changes to such rules will be sent by Landlord to Tenant in writing.

2.5 ENTRY BY LANDLORD

Tenant agrees to permit Landlord or its employees, agents or representatives to inspect any portion of the Solar Equipment installed in or on the Building by Tenant at all reasonable hours with at least twelve (12) hours advance notice, and in emergencies at all times, to inspect the same, to clean or make repairs, alterations or additions to the Equipment Space or to the Building.. However, Landlord will not be obligated to change or delay its intended entry into these areas for this purpose and in not-emergency situations Tenant agrees to make any such representative available, if at all, on the schedule desired by Landlord.

2.6 ASSIGNMENT, SUBLETTING AND TRANSFERS

2.6.1 Landlord may transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building, and in such event and upon such transfer Landlord will be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations, provided, however, such successor in interest expressly accepts such obligations in writing.

2.6.2 Provided that no event of monetary default or any material default beyond the expiration of any applicable notice or cure period is then ongoing, Tenant may assign this Lease or its rights hereunder to (a) any corporation, company or other entity which is controlled by, or is under common control with, Tenant, (b) any partnership in which Tenant has a controlling interest or (c) so long as it happens within ninety (90) days of the Effective Date, to (i) any person or entity which has purchased all or substantially all the Solar Equipment or (ii) Tenant's rights in the Solar Facility or (iii) enters in to an Engineering Procurement and Construction Contract with Aegis Renewable Energy, Inc., for the construction of the Solar Facility. In the case of any assignment, the assignee will be deemed to have assumed, and the assignor released from, all obligations under this Lease. Any other assignment by Tenant of this Lease or the rights hereunder will be subject to the prior written consent of Landlord, and in any assignment requiring Landlord's consent, such consent will not be unreasonably withheld.

2.7 CONSENT TO MORTGAGE

2.7.1 Consent. Tenant may from time to time, without the prior written consent of Landlord, encumber Tenant's interest in this Lease by mortgage, deed of trust or other real or personal property security instrument (a "Mortgage"), provided that any Mortgage and all rights acquired under it will be subject to each and all of the covenants, conditions and restrictions stated in this Lease and to all rights and interests of Landlord, and that any Mortgagee will assume each and every obligation of Tenant upon foreclosure. Tenant will promptly upon the execution of any Mortgage deliver a true copy thereof to Landlord. Nothing contained in such Mortgages will release or be deemed to relieve Tenant from full and faithful observance and performance of the terms, covenants and conditions herein contained to be observed and performed by Tenant or from any liability for the non-observance or non-performance of any of the terms and conditions hereof, nor be deemed to constitute a waiver of any rights of Landlord hereunder, except as expressly provided for herein. Such mortgage or other security interest will encumber only Tenant's leasehold interest, and will not encumber the fee simple interest of the Landlord in any way.

2.7.2 Statement by Landlord. At the request of Tenant or a Mortgagee, Landlord (a) will execute, acknowledge and deliver to such Tenant or Mortgagee a written statement declaring: (i) either that the Lease is unmodified and in full force and effect, or the manner in which the Lease had been modified and whether the Lease as so modified is in full force and effect; (ii) the dates to which Tenant's monetary obligations hereunder have been paid in advance; (iii) whether Tenant is or is not then in default hereunder; and (iv) whether any past defaults have been fully cured and (b) enter into an estoppel and consent agreement recognizing the rights of the Mortgagees as may be reasonably requested by Mortgagees.

2.8 INSURANCE

2.8.1 Liability and Property Damage Insurance. Commencing on the construction commencement date and for the remainder of the Term, and except to the extent otherwise required by the applicable legal requirements, Tenant at its cost shall maintain commercial general liability insurance on the premises that is written on an occurrence basis insuring against all liability for personal injury, bodily injury, and property damage arising out of and in connection with its use of the leased premises, in standard form with a general aggregate limit of not less than $1,000,000, a products-completed operations aggregate limit of not less than $1,000,000, and a per occurrence limit of not less than $1,000,000 for bodily injury and property damage.

2.8.2. Workers' Compensation Insurance. Commencing on the construction commencement date and for the remainder of the Term, if applicable, Tenant and/or its general contractor shall at its cost maintain Workers' Compensation Insurance, subject to the statutory limits of Vermont, and employer's liability insurance with a limit of at least $1,000,000 per accident and per employee.

2.8.3. Landlord's Insurance. During the Term, Landlord at its cost shall maintain insurance of the type and in the amount(s) customarily maintained by the Landlord against acts, omissions or negligence by Landlord or any of its tenants, agents, contractors, servants, employees, subtenants, licensees or invitees on the property at 3203 Middle Road, Bridport, Vermont, or in the buildings thereon, that may affect the Solar Equipment.

2.8.4 Policy Terms. Each party shall name and endorse the other party as an additional insured in each such policy described above. Each policy shall require Thirty (30) days prior notice of cancellation be given to each certificate holder.

2.8.5 Certificates of Insurance. Each party will file certificates with the other showing existence of such insurance. Such insurance will be placed with reputable insurance companies licensed to do business in the State of Vermont.

2.9 INDEMNITY

2.9.1 By Tenant. Except for the gross negligence, willful misconduct or default under this Lease by Landlord, its employees or agents, Tenant hereby agrees to protect, defend, and hold harmless Landlord and its agents and their respective officers, employees, agents, directors, shareholders and assigns, from and against all loss, claims and expense, including without limitation any loss or damage attributable in whole or in part to Tenant or its employees, servants, agents or contractors, because of damage to, loss or destruction of property, including loss of use thereof, and/or because of bodily injury, sickness or disease, or death sustained by any person, including workmen's occupational disease arising directly or indirectly from Tenant's activities under the Lease, arising directly or indirectly from the Solar Equipment, or the use and occupancy by Tenant of the Rooftop, or any breach of this Lease.

2.9.2 By Landlord. Except for the gross negligence, willful misconduct or default under this Lease by Tenant, its employees or agents, Landlord hereby agrees to protect, defend, and hold harmless Tenant and its agents and their respective officers, employees, agents, directors, shareholders and assigns, from and against all loss, claims and expense, including without limitation any loss or damage attributable in whole or in part to Landlord or its employees, servants, agents or contractors, because of damage to, loss or destruction of property, including loss of use thereof, and/or because of bodily injury, sickness or disease, or death sustained by any person, including workmen's occupational disease arising directly or indirectly from Landlord's activities under the Lease, arising directly or indirectly from the use of the Premises and or the occupancy of the Building, or any breach of this Lease.

2.10 CASUALTY DAMAGE

If the Leased Premises or Building (or a portion of) are damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease hereof, and such damage impairs the Solar Equipment or puts it at increased risk, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch. If the Leased Premises (a) by reason of such occurrence is rendered wholly untenable, or (b) should be damaged as a result of a risk which is not covered by Landlord's insurance, or (c) should be damaged in whole or in part during the last two (2) years of the Lease term then Tenant, at Landlord's sole option, shall vacate and surrender the untenantable portion of the Leased Premises and Rent herein provided for shall abate entirely in case the entire Leased Premises are untenantable and pro rata for the portion rendered untenantable, in case a part only is untenantable, until the same shall be restored to a tenantable condition; provided, however, that if the Tenant fails to adjust its own insurance or to remove its damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of Rent during the period of such resulting delay, and providing further that there shall be no abatement of Rent if such fire or other cause damaging or destroying the Leased Premises shall result from the negligence or willful act of the Tenant, its employees, officers, agents, guests, invitees, licensees, assignees, subtenants, equipment suppliers or legal representatives or any other person claiming by or under Tenant. In the event Landlord elects to repair the damage insurable under Landlord's policies, any abatement of Rent shall end five (5) days after notice by Landlord to Tenant that the Leased Premises has been repaired. Further, if the Leased Premises, or the buildings of which they are a part, shall be destroyed to the extent of more than one-half of the leased facility thereof, the Landlord may at its option terminate this Lease forthwith by a written notice to the Tenant. If Landlord does not elect to terminate this Lease, Landlord will commence and proceed with reasonable diligence to restore the Building shell to a condition at least as structurally robust as the Technical Standard referenced above in Section 1.6.4., excluding any of the Solar Equipment (which will be Tenant's sole responsibility to restore at its sole cost and expense) in accordance with the terms of the Lease; except that Landlord's obligation to restore will not require Landlord to spend for such

work an amount in excess of the insurance proceeds actually received by Landlord as a result of the casualty. Landlord will not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof except that the Lease Fee will abate from the date of the damage through the period of restoration.

2.11 CONDEMNATION

2.11.1 If the whole or substantially the whole of the Building should be taken for any public or quasi-public use, by right of eminent domain or otherwise or should be sold in lieu of condemnation, then this Lease will terminate as of the date when physical possession of the Building is taken by the condemning authority.

2.11.2 If less than the whole of the Building is taken and the portion so taken materially interferes or prohibits Tenant from providing its services, then Tenant may terminate this Lease upon notice to Landlord received no later than thirty (30) days after the taking. If this Lease is not so terminated upon any such taking or sale, Landlord will, to the extent Landlord deems feasible, restore the Building to substantially its former condition, but in no event will be required to spend for such work an amount in excess of the amount received by Landlord as compensation for such taking.

2.11.3 For any taking covered by Sections 2.11.1 or 2.11.2, all sums, including damages and interest, awarded shall be paid and distributed to Tenant and Landlord in accordance with their respective interests under this Lease. In determining their respective interests:

(i) Landlord's interest shall be based on the value of Landlord's interest in the Building (but excluding any of Tenant's interest in the Solar Facility), taking into account the amounts paid or due to be paid by Tenant hereunder and all other terms and provisions of this Lease; and

(ii) Tenant's interest of shall be based on the value of Tenant's interest in the Lease Area (determined at the time of the taking), including the value of the Solar Facility and Tenant's other improvements for the lease term, and any cost or loss that Tenant may sustain in the removal and/or relocation of any or all of the Solar Facility; provided, however, that in each case the value of the respective interests of Landlord and Tenant shall be calculated as if no taking covered by Sections 2.11.1 or 2.11.2 were to occur.

2.12 RESERVED

2.13 EVENTS OF DEFAULT/REMEDIES

2.13.1 The following events will be deemed to be events of default by Tenant under this Lease: (i) Tenant fails to pay any Lease Fees or other sum of money when due hereunder and such failure continues for a period of ten (10) business days after receipt of written notice from Landlord of such failure; (ii) Tenant and/or Landlord fails to comply with its respective obligations under any provision of this Lease, and such failure continues for a period of thirty (30) days after written notice of such default is delivered to the defaulting party, provided, however, if such condition cannot reasonably be cured within such thirty (30) day period, it instead will be an event of default if the defaulting party fails to commence to cure such condition within such thirty (30) day period and/or thereafter fails to prosecute such action diligently and continuously to completion within ninety (90) days of the date of the notice of default; (iii) the Lease hereunder granted will be taken on execution or other process of law in any action against Tenant; (iv) Tenant ceases to do business or abandon any rights granted under the Lease; (v) Tenant becomes insolvent or unable to pay its debts as they become due, or Tenant notifies Landlord that it anticipates either condition; (vi) Tenant takes any action to, or notifies Landlord that Tenant intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any

similar law or statute of the United States or any State thereof; or (vii) a receiver or trustee will be appointed for Tenant's Lease interest in this Lease or for all or a substantial part of the assets of Tenant.

2.13.2 Upon the occurrence of any event or events of default by Tenant, whether enumerated in Paragraph 2.13.1 or not, Landlord will have the option to pursue any remedies available to it at law or in equity without any additional notices to Tenant or demand for possession. Landlord's remedies will include but not be limited to the following: (i) terminate this Lease and take possession of the Solar Equipment; (ii) terminate electrical power to the Solar Equipment; and (iii) exercise all other remedies available to Landlord at law or in equity, including, without limitation, injunctive relief of all varieties, and termination rights. Upon the occurrence of any event or events of default by Landlord, whether enumerated in Paragraph 2.13.1 or not, Tenant may exercise all remedies available to it at law or in equity, including, without limitation, injunctive relief of all varieties, and termination rights

2.13.3 Each party will be in default hereunder in the event the defaulting party has not begun and pursued with reasonable diligence the cure of any failure to comply with its respective obligations under any provision of this Lease within thirty (30) days of the receipt by the other of written notice of the alleged failure to perform. In no event will either party have the right to terminate or rescind this Lease as a result of the alleged default as to any covenant or agreement contained in this Lease. In addition, Tenant hereby covenants that, prior to the exercise of any such remedies, it will give the mortgagees holding mortgages on the Building notice and a reasonable time to cure any default by Landlord. Tenant hereby agrees that in no event will Tenant's right to recover its actual damages from Landlord hereunder exceed a sum equal to two times the aggregate sum of Lease Fees paid by Landlord hereunder to Tenant. Tenant acknowledges that the limitation of damages is a material consideration for Landlord entering into this Lease.

2.13.4 Notwithstanding the provisions of Paragraph 2.13.2 above, an event of default by Tenant which has resulted from mandated compliance by Tenant with applicable laws, rules or regulations of any federal, state or other local governmental authority will be waived by Landlord; however Tenant agrees to use all reasonable efforts to comply with the terms hereof consistent with such laws, rules or regulations.

2.13.5 Landlords's failure to carry out any of its obligations and duties under Section 1.7 above shall be an Event of Default and Tenant shall be entitled to all of its rights and remedies with respect to such event of Default as provided in this Lease.

2.14 SUBORDINATION TO MORTGAGE

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Building and/or the Property and to any renewals, modifications, consolidations, refinancing, and extensions thereof, but Tenant agrees that any such mortgagee will have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Rooftop or the Building and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request, provided Tenant's use and quiet enjoyment of the Rooftop and Equipment Space will not be materially disturbed, so long as Tenant has signed the subordination agreements discussed herein and is not in default hereunder beyond any applicable cure period. In the event that Tenant should fail to execute any subordination or other agreement required by this paragraph within fourteen (14) days after receipt of the document from Landlord as requested, Tenant hereby irrevocably agrees that any mortgagee or holder of deed of trust, their successors or assigns, will have the right to terminate this Lease upon written notice to Tenant, upon the foreclosure of such mortgagee or holder's interest in the Building. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord will request a statement in recordable form certifying that this Lease is unmodified and in full

force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which Lease Fees and other charges payable under this Lease have paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord will reasonably require.

III. MISCELLANEOUS

3.1 DISPUTE RESOLUTION

The Parties shall promptly seek in good faith and in a spirit of cooperation a rapid and equitable solution to any dispute, controversy, or claim between them arising out of, relating to, or concerning, this Agreement (a "Dispute"). Accordingly, the parties agree to engage in direct and meaningful negotiations to arrive at such a solution for a period of at least ten (10) days. If the Parties are unable to resolve a Dispute within such ten (10) day period then either Party may refer the matter to a non-binding mediation, where either Party may request the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by each Party. **IN THE EVENT THAT THE PARTIES ARE UNABLE TO REACH AGREEMENT WITHIN SEVEN (7) DAYS AFTER THE COMMENCEMENT OF A MEDIATION CONFERENCE, THEN THE PARTIES SHALL REFER THE MATTER TO BINDING ARBITRATION, TO BE HELD IN ADDISON, CHITTENDEN OR WASHINGTON COUNTY VERMONT AT A LOCATION MUTUALLY AGREEABLE TO THE PARTIES. IF THE PARTIES CANNOT AGREE ON A SINGLE NEUTRAL ARBITRATOR THAT PERSON SHALL BE CHOSEN BY THE AAA, IN ACCORDANCE WITH THE AAA'S ARBITRATION RULES FOR THE REAL ESTATE INDUSTRY. IN ANY ARBITRATION, OR LITIGATION TO ENFORCE THE PROVISIONS OF THIS AGREEMENT, THE PREVAILING PARTY IN SUCH ACTION SHALL BE ENTITLED TO THE RECOVERY OF ITS REASONABLE LEGAL FEES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND LEGAL COSTS), FEES OF THE ARBITRATORS, COSTS AND EXPENSES SUCH AS EXPERT WITNESS FEES, AS FIXED BY THE ARBITRATORS OR COURT WITHOUT NECESSITY OF NOTICED MOTION.**

3.2 NO IMPLIED WAIVER

The failure of either party to insist at any time upon the strict performance of any covenant or agreement herein or to exercise any option, right, power or remedy contained in this Lease will not be construed as a waiver or a relinquishment thereof for the future.

3.3 LIMITATION OF LIABILITY REGARDING ROOF REPAIRS

Landlord shall be responsible for any future costs associated with roof maintenance or repair, and agrees to forego claims against Tenant for any such costs. Under no circumstances shall Tenant be responsible for roof leaks, damages or deterioration of the roof surface and structure not directly caused by Tenant with causation verified by an independent engineer retained at Landlord's expense. Unless specifically directed otherwise in another section of this Lease, Landlord agrees to pay for any repairs to, and maintenance of, the roof surface, the non-structural and structural portions of the roof, and the non-structural and structural elements of the perimeter exterior walls, that are necessary at any time during the term of the Lease to enable the continued safe operation of the Solar Facility.

3.4 NOTICE

All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Lease will be in writing, and will be mailed, postage pre-paid, by registered or certified mail, or by a reliable overnight courier service with delivery verification, addressed as follows:

If to Landlord to: _____
_____
_____

and

If to Tenant to: Aegis Renewable Energy, Inc.
340 Mad River Park Suite 6
Waitsfield, VT 05673
Attention: Nils Behn
Email: nbehn@aegis-re.com

Each notice, demand, request, or communication which is mailed or delivered in the manner described above will be deemed sufficiently given, served, sent or received for all purposes at such time as it is delivered to the addressee first named above for each party (with the return receipt of verification of delivery being deemed conclusive evidence of such notice), or at such time as delivery is refused by addressee upon presentation.

Either party may designate by notice in writing a new address and/or individual to which any notice, demand, request or communication made thereafter will be so given, served or sent.

3.5 SEVERABILITY

If any term or provision of this Lease, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Lease will be valid and enforced to the fullest extent permitted by law.

3.6 RECORDATION

Tenant will have the right to record a Memorandum of Lease for purposes of memorializing its rights to the Rooftop; provided Tenant will be responsible for filing and recording a termination of the memorandum within thirty (30) days prior to the expiration of this Lease.

3.7 GOVERNING LAW

This Lease and the rights and obligations of the parties hereto will be interpreted, construed, and enforced in accordance with the laws of the State of Vermont.

3.8 TIME OF PERFORMANCE

Except as expressly otherwise herein provided, with respect to all required acts of Tenant, time is of the essence of this Lease.

3.9 COMMISSIONS

Tenant hereby indemnifies and holds Landlord harmless against any loss, claim, expense or liability with respect to any commissions or brokerage fees claimed on account of the execution and/or renewal of this Lease any action of Tenant.

3.10 TAXES

Tenant will be responsible for collecting and remitting all applicable federal, state and local taxes attributable to the ownership and operation of any equipment installed pursuant to this Lease, provided, however, that Tenant will not be responsible for any taxes imposed on the income of the Landlord derived from the Building or otherwise.

3.11 REGULATORY AUTHORITY

Tenant will use reasonable business efforts to secure any permits, Leases, regulatory approvals and authorizations from federal, state and local governments ("Permits") required currently or in the future for the provision of any services and exercise of any of its rights under the Lease, and Tenant's right and obligations hereunder will be subject to receipt and maintenance of all necessary Permits. Tenant will promptly inform Landlord of (i) any legal or regulatory development of which Tenant becomes aware that would prohibit or render all or any portion of the any Leased service commercially unfeasible or (ii) revocation of or failure to obtain any Permits.

3.12 INDEPENDENT CONTRACTOR

Tenant will at all times act in its own capacity and right as an independent contractor. Tenant will have no right to make purchases, or to obligate Landlord to expend any funds or to perform any obligations other than as provided in this Lease or as may be authorized in writing by Landlord. Tenant agrees that it and any of its employees or agents will at all times present and represent itself or themselves as representatives of Tenant.

3.13 FORCE MAJEURE

Except with respect to Tenant's payment obligations under this Lease, if the performance by a party to this Lease of any nonmonetary obligation hereunder is interfered with by reason of any circumstances without the fault or negligence, or beyond the reasonable control, of either party, including fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies, any law, order, regulation, ordinance, requirement, acts of, or failures to act by, any government or any legal body or representative of any such government, labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts, embargo, delay of a common carrier, or any act of any tenant or tenant's agents, or any other cause beyond such party's control, then the party affected will be excused from such performance on a day-to-day basis to the extent of such interference (and the other party will likewise be excused from performance of its obligations on a day-to-day basis to the extent such other party's obligations relate to the performance so interfered with), provided that the affected party will use reasonable efforts to remove such causes of non-performance.

3.14 NOTICE OF LEASE

After the Effective Date but before the construction commencement date, the Parties shall execute a "Notice of Lease" in a form reasonably agreeable to both parties and suitable for recording in the land records at the applicable Vermont town clerk's office, and Tenant shall promptly record said Notice. Upon the termination of this Lease, Tenant agrees to execute an instrument releasing all of its rights granted herein except those rights, if any, which expressly survive the termination of this Lease according to the terms of this Lease, and to deliver the same to Landlord within ten (10) days after the Termination Date. In any event, such Notice shall provide for its automatic termination effective on the last day of the lease term.

3.15 OWNERSHIP OF EQUIPMENT

Until the Equipment Transfer date Landowner will have no ownership or other interest in any Solar Equipment installed on the Building. The manner of operation of the Solar Equipment, including but not limited to decisions on when to conduct maintenance, is within the sole discretion of Tenant, subject to Landlord's reasonable rules and regulations as it relates to access to the Rooftop. Tenant will, in good faith, work to coordinate all construction and maintenance (emergency repairs excepted) of the Solar Equipment with Landlord so as to not unreasonably interfere with Landlord's use of the Premises.

3.16 ENTIRE AGREEMENT

This Lease embodies the entire agreement between the parties hereto with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties hereto with regard thereto other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of this 4th day of June, 2021.

IN PRESENCE OF:

Kathleen King
Witness

LANDLORD:
Blissful Dairy, LLC

By: _____
Member & Duly Authorized Agent

Kathleen King
Witness

TENANT:
Aegis Renewable Energy Inc.

By: _____
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF Addison, SS.

On this 4 day of June, 2021, personally appeared Andre Vosteveld, Duly Authorized Agent of Blissful Dairy, LLC, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of Blissful Dairy, LLC.

Julie Howlett
Commission ★No. 157.0010871★
Notary Public State of Vermont

Before me, _____
Notary Public

Printed Name: Julie Howlett

Notary commission issued in Addison County
My commission expires: 1/31/2023

STATE OF VERMONT
COUNTY OF Addison, SS.

On this 4 day of June, 2021, personally appeared Eric Phaneuf Duly Authorized Agent of Aegis Renewable Energy Inc., to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of Aegis Renewable Energy Inc.

Julie Howlett
Commission No. 157.0010871
Notary Public State of Vermont

Before me, Julie Howlett
Notary Public

Printed Name: Julie Howlett

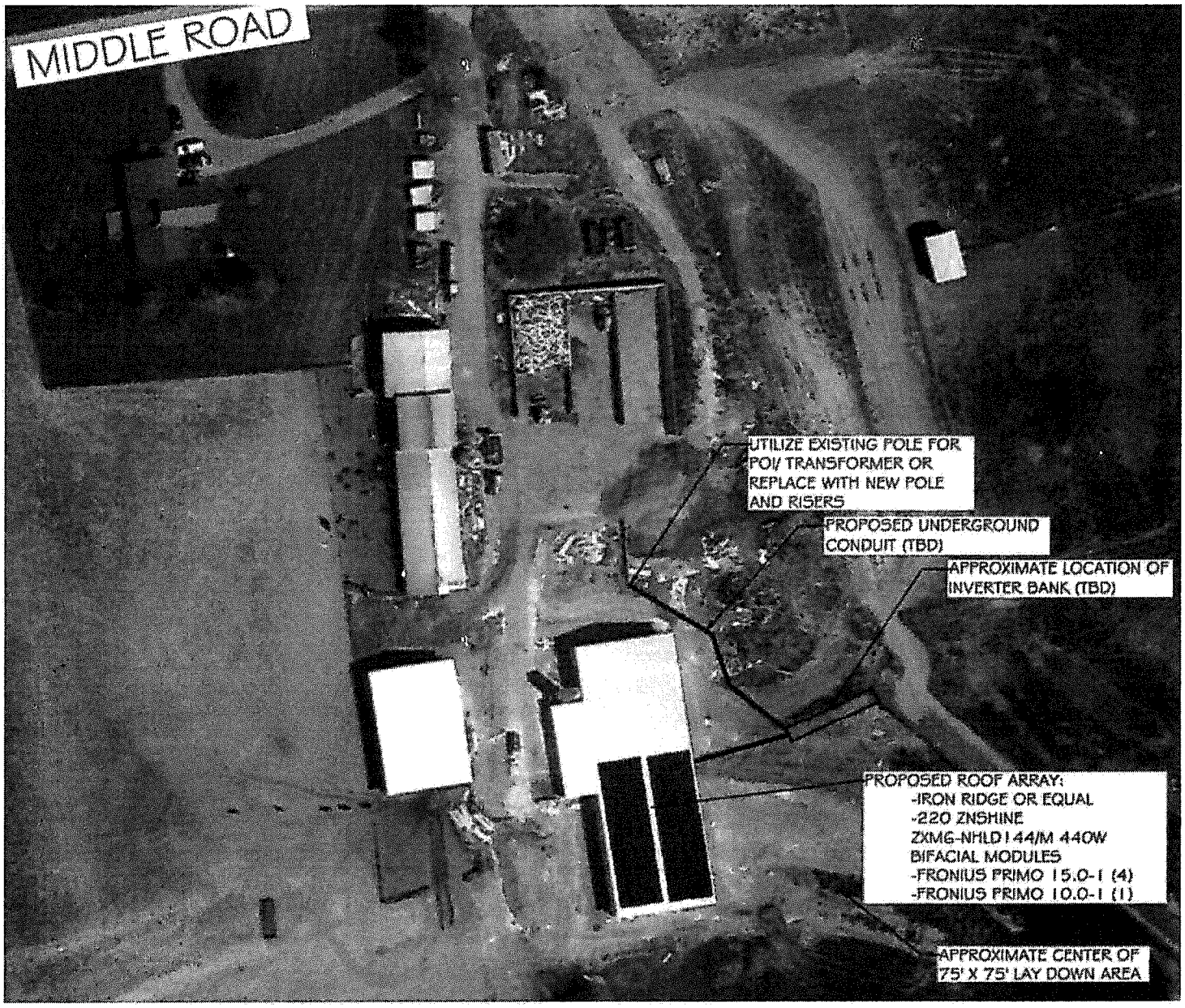
Notary commission issued in Addison County

My commission expires: 1/31/2023

Appendix 1

Lease Area

Blue grid lined area below depicts approximate limits of Rooftop area as defined in the Lease. The heavy black line, and the black rectangle denoting the inverter bank depict the approximate location of Equipment Space.



Appendix 2

Premises

The Premises is shown below as an aqua blue shaded overlay with the perimeter of the Premises shown in a bold aqua blue line. The red "X" denotes the approximate location of the Building.

Appendix 3

Memorandum/Notice of Lease – see following pages

MEMORANDUM/NOTICE OF LEASE

Site Name/Location: 3203 Middle Road, Bridport, Vermont

This Memorandum/Notice of Lease, dated as of 4th, 2021 evidences that a Land Lease Agreement (the "Lease") dated as of June, 2021, was made and written between **Blissful Dairy, LLC** a Vermont Limited Liability Company with an address of 1608 Middle Road, Bridport, Vermont, 05734 (hereinafter referred to as "Landlord"), and **Aegis Renewable Energy Inc.**, a Vermont corporation with offices at 340 Mad River Park, Suite 6, Waitsfield, Vermont 05673 ("Tenant") and the terms and conditions of such Lease are incorporated herein by this reference. Nothing in this Memorandum/Notice of Lease shall be deemed to modify, amend, limit, or otherwise affect the terms and conditions of the Lease. In the event of any inconsistency between the terms of this Memorandum/Notice of Lease and the terms of the Lease, the terms of the Lease shall control.

The Lease provides in part that Landlord leases to Tenant the rooftop of a building and certain equipment space that are part of a "Premises" containing 412.4 +/- acre farm with a dwelling and buildings, located at 3203 Middle Road in Bridport, Vermont. The Premises has a map parcel ID of 06-026.A, and a grand list SPAN of 087-027-10445. The location of the building, the rooftop of which is being leased for a solar array, is shown on "Appendix 2 – Premises" with a red "X". The area of the Premises to be leased the solar facility is more particularly described in "Appendix 1 – Lease Area" attached hereto. Landlord has also granted to Tenant an easement for non-exclusive rights of access to the Lease Area and for electric, storm water and other utilities services and facilities to the Lease Area. The date of the Lease is as of 6/4, 2021. The Lease term shall commence on the date Tenant commissions its Solar Facility at the Solar Site (the "Commencement Date") and ends on the twenty-fifth (25th) anniversary of such Commencement Date. Tenant has One (1) option to extend this Lease for a term of five(5) years each.

The Lease provides Tenant the right to assign or transfer its rights under the Lease, in whole or in part, to any person or any business entity at any time, subject to the assignee assuming all of Tenant's obligations thereunder. After delivery by Tenant to Landlord of an instrument of assumption by an assignee wherein such assignee assumes all of the obligations of Tenant under the Lease, Tenant will thereafter be relieved of all liabilities and obligations pursuant to the Lease.

Upon the cancellation, termination or expiration of the Lease, Tenant will make, execute and deliver to Landlord an instrument releasing this Memorandum/Notice of Lease, which instrument shall in form and substance be satisfactory to Landlord and shall be in recordable form.

Tenant does hereby make, constitute and appoint Landlord as Tenant's true and lawful attorney-in-fact for the limited, specific and exclusive purpose of executing, delivering and recording a termination of this Memorandum/Notice of Lease in the event that Tenant has not signed and returned to Landlord, within ten (10) business days after the cancellation, termination or expiration of the Lease in accordance with the terms thereof, a signed termination of this Memorandum/Notice of Lease. This power of attorney is coupled with an interest and shall be irrevocable until this Memorandum/Notice of Lease has been validly released of record. The power of attorney set forth in this paragraph is hereby expressly limited to the specific matters and rights set forth in such paragraph.

This Memorandum/Notice of Lease may be executed in counterparts, each of which, when executed, shall be deemed an original instrument, but all of which taken together shall constitute one and the same agreement. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.

The location of the original Lease is on file and available for inspection during usual business hours at the offices of Tenant.

IN WITNESS WHEREOF, the parties have executed the Memorandum/Notice of Lease as of the day and year first above written.

IN PRESENCE OF:

LANDLORD:
Blissful Dairy, LLC

_____
Witness

By:_____
Duly Authorized Agent

TENANT:
Aegis Renewable Energy Inc.

_____
Witness

By:_____
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF _____, SS.

On this _____ day of _____, 20__, personally appeared _____, Duly Authorized Agent of Blissful Dairy, LLC, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of Blissful Dairy, LLC.

Before me,_____
Notary Public

Printed Name:_____

Notary commission issued in _____ County
My commission expires: _____

STATE OF VERMONT
COUNTY OF _____, SS.

On this _____ day of _____, 20__, personally appeared _____ Duly Authorized Agent of Aegis Renewable Energy Inc., to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of Aegis Renewable Energy Inc.

Before me,_____
Notary Public

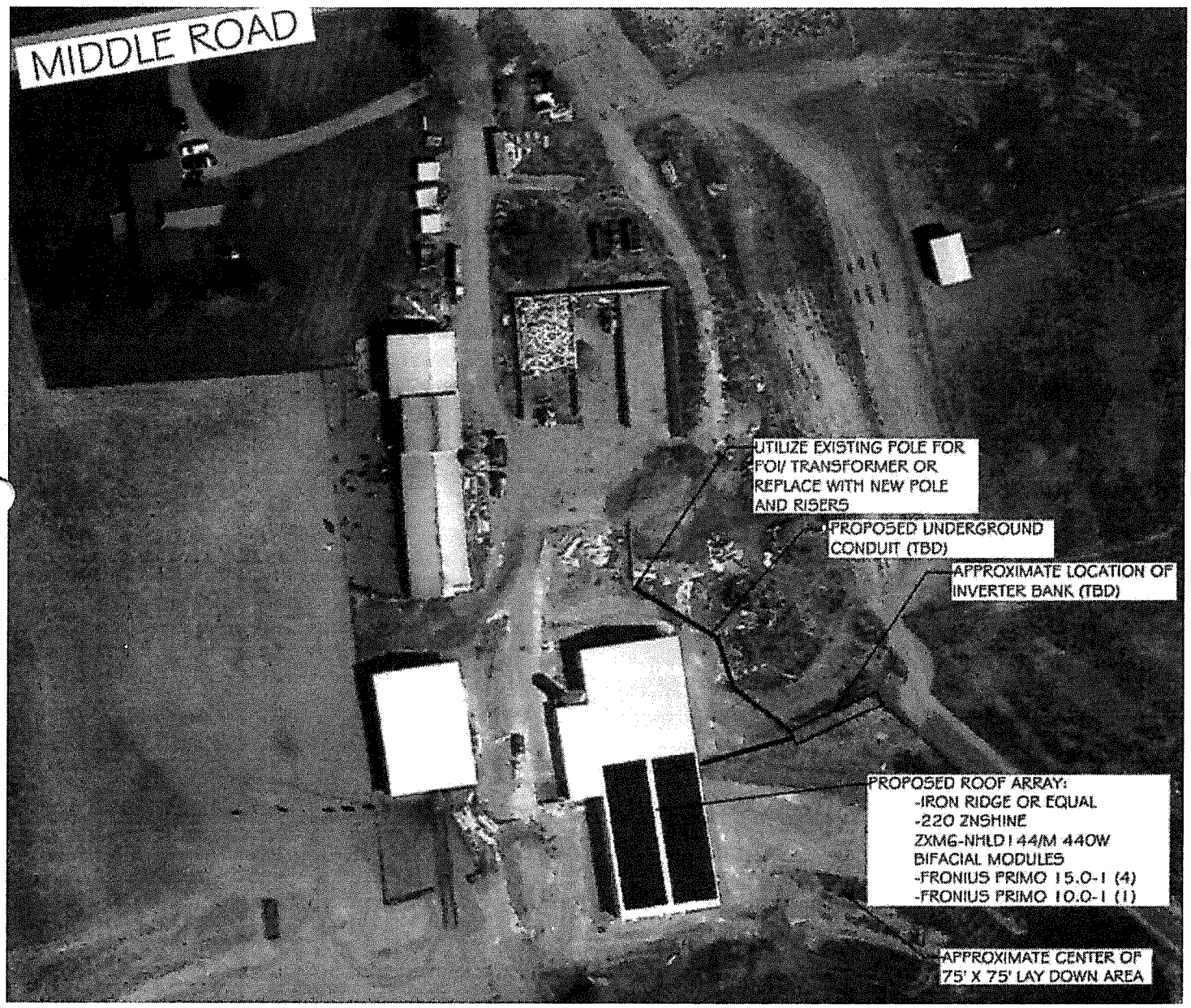
Printed Name:_____

Notary commission issued in _____ County
My commission expires: _____

APPENDIX 1

Lease Area

Blue grid lined area below depicts approximate limits of Rooftop area as defined in the Lease. The heavy black line, and the black rectangle denoting the inverter bank depict the approximate location of Equipment Space.



APPENDIX 2
Premises

The Premises is shown below as an aqua blue shaded overlay with the perimeter of the Premises shown in a bold aqua blue line. The red "X" denotes the approximate location of the Building.

SOLAR NET METERING CREDIT AGREEMENT

This SOLAR NET METERING CREDIT AGREEMENT is entered into as of 6/4 2021 (the "Effective Date") by and between:

Customer: Blissful Dairy, LLC a Vermont Limited Liability Company with an address of 1608 Middle Road, Bridport, Vermont, 05734 and System Owner: Aegis Renewable Energy, Inc., a Vermont corporation with offices at 340 Mad River Park, Suite 6, Waitsfield, Vermont 05673, and its successors and/or assigns.

Customer and System Owner are referred to herein individually as a "**Party**" and collectively as the "**Parties**". This Agreement shall supersede any and all previous Agreements.

A. System Owner is engaged in the business of developing, installing, owning, operating, and maintaining solar generation systems across the United States and internationally. The System is being built to produce electricity and Net Metering Credits (**"NMCs"**) pursuant to 30 V.S.A. § 219a, PUC Rule 5.100 and Green Mountain Power Corporation's (the "Utility") Net Metering Tariff(s).

B. System Owner plans to construct one or more photovoltaic solar electric generation system/s in sizes and on locations as identified in Appendix A hereto (defined individually and collectively, as the context requires, as the **"System"**), within the Utility's service territory. The System will generate electricity output and associated Net Metering Credits a specific portion (as defined in the Commercial Terms below) of which shall be allocated by System Owner to Customer hereunder in accordance with the allocation instructions attached hereto as Appendix C (the "Allocation Instructions") and to be filed with the Vermont Public Utility Commission, with copies to the Vermont Department of Department of Public Service and the Utility pursuant to 30 V.S.A. § 219a(g)(1) and PUC Rule 5.106(A). Appendix A will be finalized based on final as-built drawings and System production at Commercial Operation Date.

C. The System is intended to serve other Customers from time to time, initially as identified in the Allocation Schedule set forth in Appendix C hereto. The method by which Customer allocations are made by the System Owner and by which Customers may be added to and removed from the Net Metering Group is set forth in Section 2.5 hereof and Appendix C hereto.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree and intend to be legally bound as follows:

1. Commercial Terms:
   - **Sale Price**: That amount which is 90% per kWh of Net Metering Credits value credited to Customer's account with the Utility, which will be $.18413/kWh in Year 1. The parties acknowledge that pursuant to PUC Rule 5.128, the Net Metering Credits value is subject to biennial review in even calendar years with any adjustments to the rate historically taking effect on July 1 of said review years.
   - **Initial Term**: 20 (Twenty) years from the Commercial Operation Date, subject to the terms hereof
   - **Utility**: Green Mountain Power Corporation
   - **Net Metering Credits Contracted**: Customers shall together be entitled to 100% of all NMCs associated with the electricity output generated by the System as described in Appendix A during the Term and as reflected in the Allocation Instructions in Appendix C and filed with the Vermont Public Utility Commission
   - **Expected Commercial Operation Date:** No later than November 1, 2021.

2. The following documents, along with this Cover Page, shall be deemed to form the Agreement, each of which are incorporated herein by this reference as though set forth herein in their entirety:

Exhibit A	General Terms and Conditions
Appendix A	Description of Site & Layout
Appendix B	Expected System Generation & Expected NMCs Contracted
Appendix C	Allocation Instructions

This Agreement may be executed by the Parties in one or more counterparts, all of which taken together, will constitute one and the same instrument. Any counterpart may be executed by facsimile signature or any image transmitted by electronic mail (such as a pdf file) and such facsimile signature or image shall be deemed an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

System Owner: Aegis Renewable Energy, Inc.

By: _____
Name: ~~Nils Behn~~ Eric S. Pharaff
Title: ~~President~~ Director of Business Development

Customer: Blissful Dairy, LLC

By: _____
Name: Andre Vorsteveld
Title: Member & a duly authorized agent

Exhibit A
General Terms and Conditions

ARTICLE 1 DEFINITIONS AND INTERPRETATION

Definitions. The following terms, when used in the Agreement and initially capitalized, have the following meanings:

"Administrator" means the administrator and designated person (as defined in 30 V.S.A. § 219a(g)(1)) of the net metering group served by the System.

"Agreement" means this Solar Net Metering Credit Agreement, comprising the Cover Page and all Exhibits, Appendices and Schedules attached hereto, including these General Terms and Conditions, each as modified from time to time in accordance with the terms of this Agreement.

"Avoided Utility Costs" means, for any Meter during any period, the net amount by which the charges, fees and costs that would otherwise be payable to the Utility with respect to such Meter, including any electricity usage thereunder, are reduced or otherwise avoided on account of membership in the Group Net Metering Arrangement contemplated by this Agreement, the allocation of Output to such Meter, or the application of Net Metering Credit Value to the Utility bills for such Meter with respect to such period.

"Code" shall mean the United States Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

"Commercial Operation" means that the System has been constructed in accordance with Laws applicable to the subject of this Agreement, is mechanically complete and immediately capable of generating electricity at full or substantially full capacity, and has been interconnected to the local distribution system of the Utility in accordance with the interconnection agreement and the Utility's tariffs so as to allow regular, continuous operation of the System, and qualifies as a net metering system installed by or on behalf of one or more municipalities on a closed landfill, under 30 V.S.A. § 219a(m)(2).

"Commercial Operation Date" means the date on which the System is ready for Commercial Operation, such date to be identified by System Owner in a notice to Customer as the Commercial Operation Date.

"Commercial Operation Termination Option" means Customers can together, by providing 30 days advance notice to System Owner in writing, notify System Owner of their intent to terminate this Agreement, with no termination charges, if the Commercial Operation Date is not achieved on or before November 1, 2021 unless extended by System Owner. System Owner shall have the right to extend that date once, by three months to February 1, 2021, by notifying Customers. So long as the extension is not directly related to construction or commissioning delays caused by Covid-19, System Owner shall pay Customer for said extension an extension fee equal to the savings Customer would have realized had the System been in operation during the three month extension period. from December 1 to the Commercial . This extension notice and payment from System Owner to Customers shall be no later than 10 days following the receipt of the notice from Customers of Customers' exercise of the Commercial Operation Termination Option and shall defer termination. If Commercial Operation is achieved prior to the termination date, as extended, this agreement shall not be terminated under this option.

"CPG" means the Certificate of Public Good issued by the Vermont Public Utility Commission for the System by order dated September 25, 2020 in Case No. 20-0915-NMR.

"Cover Page" means the first page of this Agreement.

"Credit Rating" means (A) with respect to an entity, on any date of determination: (i) the lower of the ratings assigned to such entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) by S&P and Moody's; or (ii) in the event the entity does not have a rating for its senior unsecured long-term debt (not supported by third party credit enhancements), the lower of the ratings assigned to the entity as an issuer by S&P and Moody's, or (B) with respect to an entity that is not rated by S&P and Moody's, or any other nationally recognized credit rating agency, the financial strength of the entity determined by an assessment in the reasonable discretion of System Owner of (i) said entity's ability to pay back its debt and its creditors, (ii) the plausible future performance of the entity, and (iii) recent positive or negative major events of said entity.

"Customer" has the meaning set forth on the Cover Page or any successor entity, together with any other member of the Group, from time to time, as the context requires. Each such Customer shall be a "Customer" under 30 V.S.A. 219a(a)(2).

"Customer Event of Default" means an Event of Default by a Customer.

"Defaulting Party" has the meaning set forth below.

"Dispute" has the meaning set forth below.

"Effective Date" has the meaning set forth on the Cover Page.

"Environmental Attributes" means any and all environmental benefits, air quality credits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to energy generation by a renewable fuel source and its displacement of energy generation by conventional, nonrenewable, and/or carbon-based fuel sources. Environmental Attributes include, but are not limited to, (1) any benefit accruing from the renewable nature of the generation's motive source; (2) any avoided emissions of pollutants to the air, soil, or water (such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants other than those that are regulated pursuant to state or federal law); (3) any avoided emissions of carbon dioxide (CO2), methane (CH4), and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; (4) any property rights that may exist with respect to the foregoing attributes howsoever entitled; (5) any green tags, renewable energy credits or similar credits, including RECs created pursuant to applicable law ("RECs"); and (6) any reporting rights to these avoided emissions, including, but not limited to, green tag or REC reporting rights. Environmental Attributes do not include (i) any energy, capacity, reliability, or other power attributes, (ii) Environmental Incentives, or (iii) emission reduction credits encumbered or

used for compliance with local, state, or federal operating and/or air quality permits.

"Event of Default" has the meaning set forth below.

"Fair Market Value" shall be the fair market value of the System as determined by an independent appraiser using normal, customary and accepted appraisal methods to determine the cash price obtainable in an arm's length sale between an informed and willing purchaser under no compulsion to purchase and an informed and willing seller under no compulsion to sell. The independent appraiser shall be an individual who is a member of a national accounting, engineering or energy consulting firm qualified by education, experience, and training to determine the value of solar generating facilities of the size, type and age and with the operational characteristics of the System, and who specifically has prior experience valuing solar energy generating facilities. The Independent Appraiser shall be reasonably acceptable to both Parties. Except as may be otherwise agreed by the Parties, the Independent Appraiser shall not be (or within three (3) years before his or her appointment have been) a director, officer, or an employee of, or directly or indirectly retained as consultant or adviser to, either of the Parties or their respective Affiliates, except for the purpose of valuing the fair market value of solar arrays. The fair market value assessment of the System shall consider, among other things, the income and savings associated with the System for the remaining portion of the Contract Term, the terminal value of the assets and the System's past and projected performance. The appraiser shall then determine the Fair Market Value of the System, which will be used for determining the purchase price herein and such valuation shall be final and binding on the Parties absent fraud or manifest error, except as set forth herein. In the event the Fair Market Value determined by the appraiser, is less than the Termination damages that would be calculated under Section 6.2.2, the System Owner shall have the right to obtain a second appraisal, at its expense, which shall be averaged with the prior appraisal to determine the Fair Market Value of the System. Every other Price Determination by an Independent Appraiser shall be at Customer's expense.

"Force Majeure" means an event or circumstance beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include failure or interruption of the production, interruption of operation of the solar system by any third party or occurrence outside control of System Owner, delivery or acceptance of electricity due to an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerrilla action; terrorism or threat of terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition; action of the elements; hurricane; flood; lightning; wind; drought; peril of the sea; the binding order of any governmental authority other than System Owner or entity controlled by System Owner; the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products, but not to the extent that any such unavailability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence; and failure of equipment not utilized by or under the control of a Party.

"Group" or "Net Metering Group" means the collection of Customers who are being allocated NMCs under this Agreement from time to time.

"Initial Term" has the meaning set forth on the Cover Page.

"Insolvency Proceeding" means any case, action or proceeding with respect to a person before any court or other governmental authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors, composition, marshaling of assets for creditors, or other similar arrangement in respect of its creditors generally or any substantial portion or its creditors.

"ITC" means the tax credit for energy property described in Section 48(a)(3) of the Code.

"kW" means kilowatt.

"kWh" means kilowatt-hour.

"Laws" means any law, treaty, code, rule or regulation, or determination of, court or other governmental authority exercising executive, legislative, judicial, regulatory or administrative functions.

"Meter" means the meter designated to the Utility for Net Metering Credits pursuant to 30 V.S.A. § 219a(g)(1), PUC Rule 5.106(A), and the Utility's Net Metering Tariffs.

"Net Metering" means measuring the difference between the electricity supplied to a Utility customers and the electricity fed back by a net metering system during the customers' billing period, as further described in 30 V.S.A. § 219a and PUC Rule 5.100.

"Net Metering Credits or NMCs" mean net metering credits as specified in the Net Metering Rules and the Utility's Net Metering tariffs. For the avoidance of doubt one (1) NMC equals one (1) kWh of electrical output times the applicable credit amount in the Utility's tariff, inclusive of any additional credits available under 30 V.S.A. § 219a(h)(1)(K) for solar net metering systems.

"Net Metering Credits Contracted" means the amount of NMCs Customer is obligated to purchase from System Owner, subject to Cover Page and Appendix C.

"Net Metering Rules" means, collectively and as amended from time to time, the Vermont net metering statute, 30 V.S.A. § 219a, the Public Utility Commission Rule 5.100, and the Utility's tariffs.

"Notice of Exercise" has the meaning set forth below.

"Operating Period" means the period commencing on the Commercial Operation Date and ending on termination of this Agreement.

"Option to Purchase" has the meaning set forth below.

"Party" has the meaning set forth on the Cover Page.

"Purchase Date" has the meaning set forth below.

"Production Meter" means an electric meter that measures the amount of kWh produced by a net-metered generation source.

"Renewal Term" means an additional term for which Customer and System Owner agree to extend this Agreement prior to the end of the Initial Term. Such extension must be agreed in writing 60 days prior to termination and can be for a period of years agreed to by the Parties.

"System Owner" has the meaning set forth on the Cover Page or any successor entity.

"System Owner Event of Default" means an Event of Default by System Owner.

"System Financing" has the meaning set forth below.

"System Lenders" has the meaning set forth below.

"System" has the meaning set forth on the Cover Page.

"Taxes" means any and all new or existing ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes or similar charges, and any increases in the same, but "Taxes" does not include income taxes or other similar taxes based on income or net revenues.

"Term" means the period beginning on the Effective Date and ending on the last day of the Initial Term or the last subsequent Renewal Term, subject to earlier termination pursuant to the terms hereof, as applicable.

"Utility" has the meaning set forth on the Cover Page.

"Utility's Net Metering Tariffs" means the Utility's net metering tariffs pursuant to 30 V.S.A. § 219a(h)(2).

Interpretation. Unless the context otherwise requires, the following general rules of construction shall apply to this Agreement: (a) terms stated in the singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa; (b) the words "includes" or "including" shall mean, unless the context requires otherwise, "including without limitation"; (c) references to a Section or Exhibit shall mean a Section or Exhibit, as the case may be, of this Agreement; (d) a reference to an agreement or instrument shall be to the agreement or instrument as modified through the date on which the reference is made; (e) a reference to a Law is to the Law as amended, replaced or restated from time to time; (f) a reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having a separate legal personality and (g) a reference to Customer or System Owner shall include its respective permitted assigns and successors, unless contrary to the context.

ARTICLE 2. DELIVERY OF ELECTRICITY & NMCs

2.1 Delivery Obligations. The System Owner's obligation to deliver electrical output and to thereby generate Net Metering Credits shall commence upon System Owner's written notice to Customer that the System is commercially operational and interconnected to the Utility's electric grid, as accepted by the Utility. During the Operating Period, System Owner shall deliver all of the electricity generated by the System. The risk of loss shall remain with System Owner until the Production Meter point.

2.2 Unit Contingent Sale. System Owner's obligation to deliver electricity to the Production Meter is expressly subject to, and contingent on, the availability of the System and the generation of electricity and Net Metering Credits by the System.

2.3 Pricing. For each month of the Operating Period and regardless of whether Customer can use the NMCs or not, Customer shall pay to System Owner, in accordance with Article 7, an amount equal to (i) Customer's allocation of Net Metering Credits associated with the System electrical output, as reflected on the Utility invoices of Customer (or an entity controlled or managed by Customer) for the Meters listed on the schedule filed with the Vermont Public Utility Commission, with copies to the Vermont Department of Public Service and the Utility pursuant to 30 V.S.A. § 219a(g)(1) and PUC Rule 5.106(A), times (ii) Sale Price (as defined on the Cover Page). Customer acknowledges that pursuant to 30 V.S.A. § 219 a(e)(3)(C) and PUC Rule 5.129(A) any accumulated NMCs shall be used within 12 months, or shall revert to the Utility, without any compensation to Customer. System Owner shall have no responsibility, and not be required to pay or reimburse Customer, for any unused NMCs.

2.4 Environmental Attributes. The Utility shall, under the prevailing tariff, have all right, title and interest in and to all Environmental Attributes attributable to the System, and Customer hereby disclaims and transfers any interest Customer may have in such Environmental Attributes to System Owner. System Owner's delivery to Customer of the Net Metering Credits associated with the electricity output produced by the System and Customer's ownership of the Net Metering Credits in respect of the electricity output produced by the System shall not entitle Customer to Environmental Attributes or any other attributes of ownership of the System, all of which shall be owned and controlled by the Utility. Customer shall take such further actions as System Owner may reasonably request to fully vest title in the Environmental Attributes to System Owner or an entity of System Owner's choice.

2.5 Allocation Instructions. To the extent that such functions are not handled by the Administrator, System Owner shall, on or before the Commercial Operation Date, instruct the Utility to allocate Net Metering Credits associated with the electrical output generated by the System in accordance with the Allocation Instructions in Appendix C. System Owner and Customer acknowledge that adjustments to the Allocation Instructions may become necessary or desirable from time to time due to, among other things, changes in electricity usage as between Customers' Meters. System Owner and Customer shall cooperate in good faith to identify the optimum allocation of Net Metering Credits associated with the electricity output generated by the System, which maximizes the net savings and benefits realized by Customers.

ARTICLE 3 TAXES

3.1 System Owner Obligations. System Owner shall be responsible for all uniform capacity, property, income, gross receipts, ad valorem or other similar taxes of any nature and any and all franchise fees or similar fees assessed against it due to its ownership of the System.

3.2 No Customer Tax Obligations. Customer shall have no liability for taxes hereunder unless the State of Vermont institutes a tax on the sale of Net Metering Credits, in which case such taxes shall be the responsibility of Customer. No such tax currently exists.

ARTICLE 4 OPERATIONS

4.1 System Operations. System Owner shall at its sole cost and expense (i) construct, operate, insure and maintain the System in accordance with Laws, applicable manufacturers' warranties and instructions, the terms of the CPG, and the requirements of this Agreement; (ii) perform all repairs on the

System; and (iii) provide, or arrange for the provision of, all labor, material, and other supplies for the System.

4.2 System Development. Subject to the terms hereof, System Owner shall at its sole cost and expense undertake commercially reasonable efforts to obtain required permits and financing for, and to construct and operate the System in a manner such that the System qualifies as a net metering system, and arrange for interconnection of the System to the Utility's electrical grid. At no time shall Customer have any duty to construct, operate, or maintain the System, or to perform any other obligations of System Owner.

ARTICLE 5 TERM

5.1 Initial Term. This Agreement shall become effective on and as of the Effective Date and shall continue in effect until the end of the Initial Term, unless terminated earlier pursuant to the terms hereof.

5.2 Change in Law or Termination of Utility's Net Metering Tariffs. If for any reason the System ceases to qualify for Net Metering under 30 V.S.A. § 219a, PUC Rule 5.100 or the Utility's Net Metering Tariffs or under any other provision of Law, so that Customer cannot receive Net Metering Credits associated with electricity output generated by the System as provided for hereunder, whether by reason of a change in Laws, the Utility's Net Metering Tariffs, the configuration of the System, or otherwise, then the Parties shall work in good faith to amend this Agreement within thirty (30) Business Days after such change as may be reasonably necessary to restore the allocation of economic benefits and burdens contemplated hereunder by the Parties. If no such change can be agreed in good faith, then either Party may terminate the Agreement, with no liability hereunder after such termination except for Net Metering Agreements delivered, but not yet paid for hereunder.

5.3 Early Termination by Customer. If at any time Customer has terminated its business so that it no longer has an electric bill within the Utility's service territory on which to offset with Net Metering Credits, then System Owner shall assist Customer in procuring a suitable replacement offtaker for the Net Metering Credits. Until such a suitable replacement is found, however, the Customer shall be obligated under the final sentence of Section 2.3.

ARTICLE 6 DEFAULT AND TERMINATION

6.1 Events of Default. An event of default under this Agreement (an "Event of Default") shall be deemed to exist with respect to a Party (the "Defaulting Party") upon the occurrence of any one or more of the following:

6.1.1. Payment Defaults. If the Defaulting Party fails to pay any amount due and payable under this Agreement, other than an amount which is subject to a valid good faith dispute, within thirty (30) days of receipt of a payment default notice given by the other Party regarding such non-payment.

6.1.2. Other Defaults Generally. If the Defaulting Party fails to substantially perform any other material obligation under this Agreement, and does not cure such failure within thirty (30) days of the date of receipt of notice from the other Party demanding cure; provided that such thirty (30) day cure period shall be extended if and to the extent reasonably necessary to accomplish such cure, but only so long as the Defaulting Party diligently pursues such cure and continues such cure to completion, and provided that such extended period of cure shall not exceed an additional 30 days and provided further that this Section shall not apply to any failure to make payments.

6.1.3. Failure of Representations and Warranties. If any representation or warranty of the Defaulting Party shall prove at any time to have been incorrect in any material respect when made, excluding matters outside the control of the Customer, where such representation or warranty remains material to the transactions contemplated hereby, and if the Defaulting Party does not cure the facts underlying such incorrect representation or warranty so that the representation or warranty becomes true and correct within thirty (30) days of the date of receipt of notice from the other Party demanding cure or, if it cannot be reasonably cured within such thirty-day period, such longer period of time as is reasonably necessary to accomplish such cure, provided that the Defaulting Party diligently commences such cure in such period and continues such cure to completion, and provided that such extended period of cure shall be allowed only so long as the failure to complete such cure does not materially adversely affect the other Party.

6.1.4. Insolvency. If the Defaulting Party (i) ceases or fails to be solvent, or generally fails to pay, or admits in writing its inability to pay, its debts as they come due, (ii) voluntarily ceases to conduct its business in the ordinary course, (iii) commences any Insolvency Proceeding with respect to itself, or (iv) takes any action to effectuate or authorize any of the foregoing; or in the event that (a) any involuntary Insolvency Proceeding is commenced or filed against the Defaulting Party, or a writ, judgment, warrant of attachment, execution or similar process is issued or levied against a substantial part of the Defaulting Party's properties, and any such proceeding or petition shall not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process shall not be released, vacated or fully bonded within thirty (30) days after commencement, filing or levy; (b) the Defaulting Party admits the material allegations of a petition against it in any Insolvency Proceeding, or an order for relief (or similar order under non-U.S. law) is ordered in any Insolvency Proceeding; or (c) the Defaulting Party acquiesces in this the appointment of a receiver, trustee, custodian, liquidator, mortgagee in possession (or agent therefore), or other similar person for itself or a substantial portion of its property or business.

6.1.5 Other Agreements. Customer will not enter into other agreements that would prevent System Owner from carrying out this Agreement or disqualify the System from the net metering program under 30 V.S.A. 219a, PUC Rule 5.100 or the Utility's Net Metering Tariff. Nothing herein shall limit Customer from entering into other net metering agreements with respect to additional meters not allocated hereunder.

6.2 Remedies.

6.2.1. Generally. Upon the occurrence and during the continuation of an Event of Default, the Party not in default shall have the right to pursue any remedy under this Agreement or now or hereafter existing under applicable Law or in equity, including an action for damages, and including termination of this Agreement upon thirty (30) days prior written notice to the Defaulting Party; provided, however, that such period may be extended for a reasonable time to allow for the completion of cure if such cure has been commenced in good faith prior to the expiration of such 30 day period. Nothing herein, however, shall limit either Party's right to collect damages upon the occurrence of a breach or default by the other Party that does not become an Event of Default.

6.2.2. Customer Termination Damages. If System Owner terminates this Agreement as a result of a Customer Event of Default, System Owner may exercise any other remedy it may have at law or equity, including recovering from Customer all resulting damages, which damages shall include, but not be limited to, projected energy sales generated for the remainder of the Initial Term; any loss or damage to System Owner due to lost or recaptured Environmental Attributes, including without limitations, lost revenue from the sale of Environmental Attributes to the Utility (including any damages due to early termination of any agreement for such sale); the recapture of the ITC; accelerated depreciation for the System; and all other amounts of any nature due under this Agreement. System Owner will use commercially reasonable efforts to mitigate the damages payable by Customer and to reasonably cooperate with Customer's request to assign the Agreement under Article 12 below.

6.2.3. System Owner Termination Damages. If Customer terminates this Agreement as a result of System Owner Event of Default, Customer may exercise any other remedy it may have at law or equity.

6.3 Termination Prior to the Commercial Operation Date.

6.3.1 Termination Option. This Agreement shall be subject to Customer's Commercial Operation Termination Option, as set forth in Article 1.

6.3.2 [RESERVED]

6.3.3. Transfer of Meter Account. Promptly upon the early termination of this Agreement for any reason, Customer shall execute such documents, prepared by System Owner as are required by the Utility or required or appropriate under 30 V.S.A. § 219a or PUC Rule 5.100. Customer hereby appoints System Owner as Customer's attorney-in-fact, with full authority in the place and stead of Customer and in the name of Customer or otherwise, to take any action and to execute any instrument that System Owner may deem necessary or advisable in connection with requirements of the Utility or 30 V.S.A. § 219a or PUC Rule 5.100 in the event of early termination. System Owner agrees to notify Customer prior to execution of any documents for Customers approval which shall not unreasonably be withheld.

6.3.4. Cooperation in Event of Termination. Promptly upon the termination of this Agreement for any reason, Customer shall execute such documents, prepared by System Owner as are required by the Utility or under 30 V.S.A. § 219a or PUC Rule 5.100 in connection with such termination.

ARTICLE 7 BILLING, PAYMENT AND TAXES

7.1 Monthly Invoices and Payments for Net Metering Credits Associated with System Electricity Output. Customer and System Owner will execute the necessary documents to authorize and accomplish delivery of each monthly utility bill for the Customer's accounts with Utility that will receive Net Metering Credits associated with the electricity output generated by the System. System Owner shall provide Customer with an invoice stating the amount of the credits appearing on the Utility invoices and the resulting amounts owed under this Agreement for the previous billing period pursuant to Section 2.3. Customer shall pay the amount specified in each invoice to System Owner no later than thirty (30) days after the date of the invoice. Payments shall be made by wire transfer or other method as approved by System Owner to an account designated in writing by System Owner from time to time. Nothing in this agreement shall require Customer to pay any tax, fee, or tariff as a result of this Agreement.

7.2 Late Payment Charges. Any amounts not paid on or before the date due hereunder shall accrue interest from the date due until the date actually paid at the prime rate of interest published on the due date for a payment under "Money Rates" in the Wall Street Journal, plus two percent (2%) per annum or such lower percentage as required by applicable Laws.

ARTICLE 8 FORCE MAJEURE

8.1 Effect of Force Majeure. Except as otherwise expressly provided to the contrary in this Agreement, if any Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, that Party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that:

8.1.1. The Party affected by such Force Majeure, as soon as reasonably practical after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice, fully describing the particulars of the occurrence;

8.1.2. The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and

8.1.3. The Party affected by such Force Majeure uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible.

8.2 Payment Obligations Not Excused. Notwithstanding anything in this Article to the contrary, no payment obligation shall be excused by such event of Force Majeure.

ARTICLE 9 [RESERVED]

ARTICLE 10 DISPUTE RESOLUTION

10.1 Escalation of Disputes. Any and all disputes arising out of or relating to this Agreement (a "Dispute") shall be resolved exclusively in accordance with this Article. The Parties agree to make a diligent, good faith attempt to resolve any such dispute through negotiation by senior management members (meaning those able to legally bind the Customer and System Owner) before either Party commences other dispute resolution measures. Either Party claiming a Dispute shall provide written notice thereof to the other Party setting forth the details of the Dispute. Any Dispute that is not settled to the mutual satisfaction of the Parties within 30 days may be referred to non-binding mediation between the Parties conducted in Burlington, Vermont, or such other location mutually agreeable to the Parties. The mediator(s) selected shall have contract resolution experience and experience in the electric power business and shall not have any current or past substantial business or financial relationships with the Parties or their affiliates. Mediators must agree to be bound by the confidentiality provisions of this Agreement. Non-binding mediation pursuant to this Section may occur concurrently with the Parties pursuing their rights in a court of appropriate jurisdiction. Any dispute not referred to mediation or not resolved in mediation may be referred for litigation in any state or federal court in the City of Burlington, VT.

The provisions of this Section shall survive any termination of this Agreement and shall apply (except as provided herein) to any Disputes arising out of this Agreement.

10.2 Continuation of Performance. During the conduct of dispute resolution procedures, (i) the Parties shall continue to perform their respective obligations under this Agreement, and (ii) neither Party shall exercise any other remedies hereunder arising by virtue of the matters in dispute; provided, however, that nothing in this Section shall be construed to prevent System Owner from suspending performance in the event that Customer has not paid undisputed amounts due and owing to System Owner under this Agreement.

10.3 RESERVED.

ARTICLE 11 COMPLIANCE WITH LAWS

Both Parties shall comply with all applicable Laws as they relate to this Agreement and the performance by the Parties hereunder.

ARTICLE 12 ASSIGNMENT

12.1 Generally. Subject to the Section entitled "Permitted Assignments", this Agreement may not be assigned by either Party without the other Party's written consent, not to be unreasonably withheld.

12.2 Permitted Assignments. Notwithstanding the Section immediately above, System Owner may, without Customer's consent, but with written notice to Customer, collaterally assign this Agreement as security to the System Lenders or the System Owner in accordance with ARTICLE 13, or to an Affiliate (hereinafter defined) of System Owner.

"Affiliate" shall mean a person or entity that, directly or indirectly, controls or is controlled by or is under common control with the subject Party (System Owner or Customer as the case may be), and for such purposes the word "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the subject Party (System Owner or Customer as the case may be), whether through the ownership of voting securities or by contract or otherwise.

Either Party may assign this Agreement to any entity that acquires all or substantially all of the assets of such Party, or, in the case of Customer, to an "Affiliate" of such Party provided that the entity has a Credit Rating equal to or greater than the Credit Rating of Customer, and provided further that as conditions to any such assignment, such Party shall provide the other Party with written notice thereof, and the assignee entity shall execute and deliver to the other Party a document agreeing to be bound by this Agreement and assuming the assigning Party's obligations hereunder, and provided further that the assignee has the demonstrated ability, to the reasonable satisfaction of the non-assigning party, to perform this Agreement. In such event assignor shall be relieved of liability under this Agreement once assigned. Customer shall otherwise not assign this Agreement without System Owner's prior written consent, which consent shall not be unreasonably withheld or delayed. Any System Owner shall consent to any assignment so long as the assignee has a Credit Rating equal to or greater than the Credit Rating of Customer and such proposed assignee is otherwise eligible to receive Net Metering Credits under the Vermont Net Metering Program (a "Consent Assignment"). In the event of a "Consent Assignment" assignor shall be relieved of liability under this Agreement once assigned

12.3 Continued Effectiveness; Assignments in Violation. Subject to the forgoing prohibitions against assignment, the agreements, covenants, conditions and provisions contained in this Agreement bind, apply to and inure to the benefit of the Parties and their permitted heirs, successors and assigns. Any assignment in violation of this ARTICLE 12 shall be void and of no effect.

ARTICLE 13 SYSTEM FINANCING

13.1 System Owner, System Lenders and Financing. The Parties acknowledge that System Owner may obtain construction and long-term financing or other credit support from lenders or other third parties (the "System Lenders") in connection with the development and ownership of the System (the "System Financing"), which financing may include the sale of the System to a third party (the "System Owner"). Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the System Lenders in order to support the System Financing. The Customer will not be required to execute any document that would alter the fundamental risk / benefit allocation reflected in this Agreement as of the Effective Date. The Parties also agree that, in accordance with this Section 13.1, System Owner may assign this Agreement to the System Owner and/or the System Lenders as collateral to support the System and System Owner's obligations to the System Owner and/or the System Lenders, as applicable. In connection with any such assignment, Customer agrees to enter into an agreement directly with the System Owner and/or the System Lenders under which Customer shall consent to such assignment and will agree to other provisions for the benefit of the System Owner and/or the System Lenders under which the System Owner and/or the System Lenders or their designees (i) may assume the rights of System Owner under this Agreement; (ii) shall be entitled to receive copies of certain notices hereunder that Customer might provide to System Owner; and (iii) shall have extended cure periods (up to 20 additional days maximum) to cure any defaults by System Owner hereunder.

13.2 Mutual Cooperation. Customer will execute any document prepared by the System Owner that is reasonably requested by System Owner that is routinely required by lenders, utilities, or other entities involved in the development and financing of solar photovoltaic electric generation systems. These documents may include, but are not limited to, construction financing consent forms, permanent financing consent forms, and any amendments reasonably required by System Lenders or due to changes in Laws. The Customer will not be required to execute any document that would alter the fundamental risk / benefit allocation reflected in this Agreement as of the Effective Date. System Owner shall be responsible for, in accordance with the terms of this Agreement, carrying out its duties under and pursuant to 30 V.S.A. § 219a and PUC Rule 5.100.

ARTICLE 14 LIMITATIONS OF LIABILITY

14.1 No Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, EXCEPT TO THE EXTENT THE DAMAGES IN SECTION 6.2.1 MAY BE SO CONSIDERED, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, CONSEQUENTIAL,

PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY LOSS OF PROFITS, LOSS OF PRODUCTION, EARNINGS, REVENUE, USE, DATA, CONTRACT OR GOOD WILL, EVEN IN SITUATIONS WHERE A PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 Parties' Intent. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, AND IRRESPECTIVE OF WHETHER ANY CLAIM HEREUNDER OR RELATING HERETO IS IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE.

14.3 Indemnification. In addition to, and not in limitation of, any other rights and remedies available to either Party, each Party shall indemnify the other Party against any third party claims against such Party arising from any breach of any representation, warranty or covenant contained in this Agreement.

ARTICLE 15 REPRESENTATIONS AND WARRANTIES

15.1 General. Each Party represents and warrants to the other the following:

15.1.1. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate action, and do not and will not violate any Law; and this Agreement is a valid obligation of such Party, enforceable against such Party in accordance with its terms.

15.1.2. Such Party has obtained all licenses, authorizations, consents and approvals required by any governmental authority and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all Laws that relate to this Agreement in all material respects.

15.1.3. Other Agreements. Neither the execution and delivery of this Agreement by the Party, nor the performance by such Party of any of its obligations under this Agreement, shall conflict with or result in a default under any of the terms or conditions of any agreement or obligation to which such Party is a party or by which such Party or its assets may be bound.

ARTICLE 16 MISCELLANEOUS

16.1 Notices.

16.1.1. Any notice, invoice, demand, offer or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be served personally, by reputable express courier service, by first class mail or by e-mail followed with confirmation delivery of hard copy, in each case to the other Party at the address set forth on the Cover Page. All notices shall be effective upon receipt.

16.1.2. Each Party shall have the right to change the place to which notice shall be sent or delivered or to specify one address to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

16.2 Consents. Any consent that is provided for pursuant to this Agreement shall not be unreasonably withheld or delayed.

16.3 Headings. The titles or headings of the various sections, articles and paragraphs hereof are intended solely for convenience and ease of reference and are not intended, and are not to be deemed for any purpose, to modify or explain or place any interpretation or construction upon any of the provisions of this Agreement.

16.4 Governing Law. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Vermont, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction, irrespective of the places of execution or of the order in which signatures of the Parties are affixed or of the place of performance. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in the State of Vermont. The parties further agree that the venue for any action shall be located in the closest state and federal courts located in Burlington, Vermont.

16.5 Integration. This Agreement, together with all Exhibits hereto, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, verbal or written, relating to the subject matter hereof.

16.6 Relationship of Parties. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party and none shall be considered the agent of the other.

16.7 No Third Party Beneficiaries. This Agreement is made and entered into for the sole benefit of Customer and System Owner, and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

16.8 Amendments; Waivers. This Agreement may be modified only by a writing that is signed by both Parties. Any waiver of the provisions of this Agreement must be in writing and will not be implied by any usage of trade, course of dealing or course of performance. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy by Customer or System Owner constitutes a waiver of any other right or remedy contained or provided by Laws. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance hereunder shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

16.9 Construction of Agreement. This Agreement is to be construed so as to effectuate the agreements and representations of Customer and System Owner as expressed herein. No provision of this Agreement shall be construed or interpreted for or against either Party because such Party drafted, or caused its legal representative to draft, the provision. The Agreement shall be subject to all applicable Laws.

16.10 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under applicable Laws, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable Laws and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

16.11 Further Actions. Each Party shall take all necessary acts and make, execute, and deliver such written instruments as may from time to time be reasonably required to carry out the terms of this Agreement. Customer shall not be required to execute documents or instruments subsequent to the execution of the Agreement that in Customer's reasonable opinion will materially or unreasonably increase Customer's risk or obligations under the Agreement, or decrease a benefit under this Agreement, or result in the waiver of any of Customer's rights or remedies under the Agreement or at law or in equity, or require Customer to give an opinion or make a statement of fact of which Customer does not have actual knowledge.

16.12 Non-Dedication of Facilities. Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any governmental agency in a manner contrary to this Agreement. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement. If System Owner is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement, at no cost or expense of Customer, in a manner that preserves their relative economic interests and attempts to ensure that System Owner does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, System Owner and Customer shall each have the right to terminate this Agreement.

16.13 Survival. The provisions of Section 7.2 and ARTICLE 6, ARTICLE 10, and ARTICLE 14 shall survive termination of this Agreement.

16.14 Project Development Performance Standard. Subject to an extension of the Expected Commercial Operation Date pursuant to Section 6.3.1, System Owner shall make diligent, good faith efforts to cause the System to achieve Commercial Operation on or before the Expected Commercial Operation Date.

16.15 [Intentionally Left Blank.]

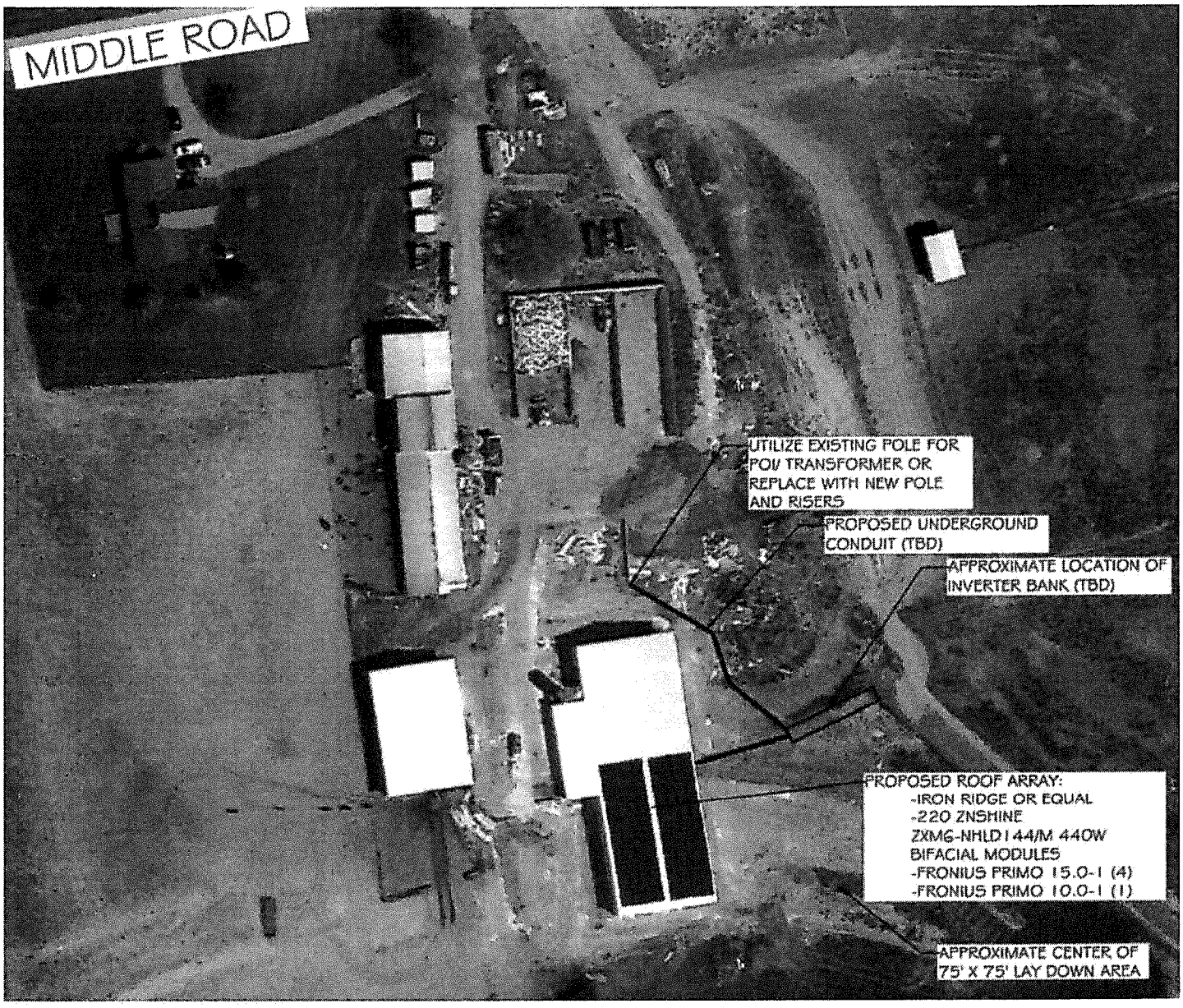
16.16. [Intentionally Left Blank.]

16.17 Records and Audits. System Owner shall maintain operating and maintenance records for the System for a period of five (5) years, subject to the retention requirements hereof, Each Party will keep, for a period of not less than two (2) years after the termination of this Agreement, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for all transactions hereunder. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to transactions hereunder during such other Party's normal business hours. Before discarding any records, System Owner shall notify Customer of its intent to do so no later than ninety (90) days before discarding, and Customer may, if it chooses, elect to make copies of any such records at Customer's cost.

16.18 Confidentiality. Both Parties agree that the terms and conditions of this Agreement and each transaction hereunder, including price and quantity information, any "Confidential Information" shared, and any other information of the other party which it knows or should reasonably know to be confidential or proprietary, (collectively "Confidential Information") will remain confidential, will not be used except for its pursuit of the transactions contemplated by this Agreement and the performance of its obligations, exercise of its rights, and enforcement of its remedies under this Agreement, and will not be disclosed except for any required disclosure to any governmental authority or disclosure to a Party's accountants, attorneys, brokers, or other professionals acting on behalf of such party (collectively, its "Representatives"). The foregoing notwithstanding, Customer may disclose the terms and conditions of this Agreement to its lenders, if any, with respect to the site and its landlord, if any, with respect to the site. The Party disclosing information to its Representatives will be responsible for any unpermitted use or disclosure of Confidential Information by any of its Representatives.

Appendix A
Description of Site and Layout

Appendix A will be amended and finalized at Commercial Operation Date as may be necessary to reflect any System modifications made during construction or installation



APPENDIX B

Expected System Generation &
Expected NMCs Contracted

Appendix B will be amended and finalized at Commercial Operation Date to account for any changes between expected KW capacity of the System and specific solar module proposed, and actual KW capacity of the System and module used.

The expected generation from the System to be allocated to Customer (100%) is as follows:

	kWh
YR 1	105,200
YR 2	104,674
YR 3	104,151
YR 4	103,630
YR 5	103,112
YR 6	102,596
YR 7	102,083
YR 8	101,573
YR 9	101,065
YR 10	100,560
YR 11	100,057
YR 12	99,557
YR 13	99,059
YR 14	98,563
YR 15	98,071
YR 16	97,580
YR 17	97,092
YR 18	96,607
YR 19	96,124
YR 20	95,643

APPENDIX C

ALLOCATION INSTRUCTIONS

The generation will initially be allocated to four meters, which is identified in the table below. Other meters may be added under the terms hereof in which case System Owner shall instruct the Utility to allocate credit for the kilowatt hours of electricity generated by the System each month to the Consumption Meters in the order of priority set forth below until the monthly electricity charges to those Consumption Meters is fully offset (collectively, the "Use Allocation"):

Priority	Group Member Name	Acct No.	Meter No.	Join Date
1	1450 Barn	5572120000		TBD
2	Cary Farm Barn	8244120000		TBD
3	1450 House	3513120000		TBD
4	1608 Apartment	7572120000		TBD
5	1608 Office	6572120000		TBD

This is the allocation only as of the signing of this Agreement.

(b) During the Term of this Agreement, System Owner shall not add or remove any Meter without the relevant Customer's consent, except upon the occurrence of a Customer Event of Default or upon the termination or expiration of this Agreement.

(c) System Owner shall not reduce the priority of an existing Customer's designated meter, except by prior written consent or otherwise in accordance with the terms of this Agreement.

(d) If the monthly Net Metering Credit generated by the Project exceeds the sum total monthly charges of all the Consumption Meters in the Group, System Owner may instruct the Utility to allocate all such excess credit ("Excess Generation Credit") proportionately to each Consumption Meter in the Group. In such case, the Excess Generation Credit will accumulate on the Utility bill for such Consumption Meter as permitted under 30 V.S.A. § 219a.

(e) In the event that System Owner determines in good faith that modifying the allocations set forth in this Appendix C and/or the Meters included in the Group pursuant to this Appendix C, would be more beneficial to all Customers and to the System Owner, the Parties agree to negotiate in good faith to revise this Agreement so as to maximize the benefits derived by both System Owner and the Customers hereunder, in accordance with the Parties' original intention.

(f) For the avoidance of doubt, System Owner has complete discretion under this Agreement to add additional meters to the Group so as to avoid generating more Net Metering Credits than are able to be taken up in any 12 month period.

(g) System Owner's obligations shall be limited to the allocation of group Net Metering Credits as described above. It shall not be obligated to provide any credits, electricity or payments to a Customer if the System does not produce sufficient electricity to achieve a Group Net Metering Credit for any Consumption Meter during any month.