

**SOLAR ENERGY FACILITY  
GROUND LEASE**

**THIS SOLAR ENERGY FACILITY GROUND LEASE** (the “Lease”) is made and entered into as of August 27, 2012 (the “Effective Date”) by and between RDJ REALTY TRUST, a Massachusetts Trust, (the “LANDLORD”), and HARVARD SOLAR GARDEN PROJECT I, LLC, a Massachusetts limited liability company (the “TENANT”, the Tenant and the Landlord may hereinafter be referred to as a “Party”, or collectively, the “Parties”).

1. Lease; Premises

1.1. Lease. LANDLORD hereby exclusively leases to TENANT throughout the term of this Lease the real property of LANDLORD (the “Leased Premises”) as described in Section 1.2 below, in the Leased Premises’ AS IS condition as of the Effective Date, for the purpose of solar energy facility construction and operation, and any related uses (the “Solar Energy Facility”) all as described in Section 1.4 below. LANDLORD also hereby grants to TENANT throughout the term of this Lease, a nonexclusive easement for the purpose of access routes to and from the Leased Premises for purposes of ingress and egress to and from the Leased Premises, as well as access to certain areas within which TENANT has the right to clear trees and foliage, all as more fully set forth herein.

1.2 Leased Premises. The Leased Premises consists of land lying and being in Worcester County, Massachusetts, which is the real property of which LANDLORD is the owner. The Leased Premises are shown as **Area A** and described on **Exhibit A**. In addition, this Lease includes the grant of certain easement and other rights, privileges and easements that are appurtenant to the Leased Premises shown as Areas B, C, and D on **Exhibit A**. **Exhibit A** describes the Leased Premises as of the Effective Date. The Leased Premises will include all real property interests including, but not limited to, for (i) one or more solar power generation fields, (ii) exclusive ingress and egress to and from the sites of all Solar Energy Facility components, (iii) Electrical Equipment (as

defined below) relating to the Solar Energy Facility, (iv) exclusive access for the purposes of construction, maintenance, repair, replacement, relocation, inspection or any and all other purposes in connection with the investigation of the feasibility of, establishment, operation and removal of the Solar Energy Facility (including allowing road construction and maintenance), (v) the exclusive right to use, convert, maintain and capture the free and unobstructed flow of solar energy over and across the Leased Premises, which shall include the right to trim, cut and remove trees and foliage from identified areas that could cause shade on the solar power generation field(s), and (vi) the exclusive right to grant non-exclusive licenses, sub-Leases and co-Leases to use such premises in connection with or to further TENANT's operations under this Lease.

The appurtenant rights will include all real property interests including, but not limited to, for (i) exclusive ingress and egress to and from the sites of all Solar Energy Facility components, (ii) Electrical Equipment (as defined below) relating to the Solar Energy Facility, (iii) nonexclusive access for the purposes of construction, maintenance, repair, replacement, relocation, inspection or any and all other purposes in connection with the investigation of the feasibility of, establishment, operation and removal of the Solar Energy Facility (including allowing road construction and maintenance), (iv) the exclusive right to use, convert, maintain and capture the free and unobstructed flow of solar energy over and across the Leased Premises, which shall include the right to trim, cut and remove trees and foliage from identified areas that could cause shade on the solar power generation field(s), and (v) the exclusive right to grant non-exclusive licenses, sub-Leases and co-Leases to use such premises in connection with or to further TENANT's operations under this Lease.

- 1.3 Solar Energy Facility Plan. Prior to construction of the Solar Energy Facility, TENANT will present the final layout ("Final Plan") of the Solar Energy Facility and the Leased Premises to LANDLORD. During the Term (as hereinafter defined), any change where roads, and/or utility lines, and their appurtenant facilities, are removed or are relocated shall require the approval of LANDLORD and said approval shall not be unreasonably withheld. The Final Plan will show the Solar Energy Facility and the

boundaries of the Leased Premises, including but not be limited to the land involved for access, power lines, solar power generation areas, underground improvements, as further provided for in Sections 2.1 and 2.2. If TENANT materially alters the Final Plan it shall provide LANDLORD with an updated Final Plan.

1.4 Definition of Solar Energy Facility. The term “Solar Energy Facility” includes all equipment and improvements on the Leased Premises necessary or desirable for the conversion and delivery of solar energy into electricity, including but not necessarily limited to (i) solar panels, including related equipment, and electrical switchgear, (ii) electrical energy conversion equipment, (iii) construction of roads needed to access the Solar Energy Facility, (iv) construction of buildings necessary to house equipment related to the Solar Energy Facility or to store personal property necessary for the ongoing use and maintenance of the Solar Energy Facility, (v) above and below-ground electric transmission, distribution and power lines, meters, transformers, inverters, protection equipment, and other related power production and delivery equipment (“Electrical Equipment”), (vi) areas needed for construction, security, access roads and related rights-of-way, fencing, gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment (“Civil Works”), (viii) all utilities, communications lines, water lines and drain lines, whether above, below or upon the ground, necessary or appropriate for the construction, operation or maintenance of the Solar Energy Facility, (“Utilities”), and (ix) a sign or signs displaying TENANT’s or assignee's names, symbols or other information.

1.5 Leasehold Exclusive. The leasehold interests granted to TENANT under this Lease are exclusive as to the entire Leased Premises. Accordingly, the LANDLORD shall not grant any other leases, easements, liens or rights with respect to the Leased Premises to any person or entity other than TENANT.

2. Permitted Uses of the Leased Premises by TENANT.

- 2.1. Solar Energy Facility Construction and Operation. TENANT shall have the right to construct, reconstruct, maintain, replace, relocate, repair, use and operate the Solar Energy Facility without the prior consent of the LANDLORD.
  - 2.2. Accessory Uses. TENANT shall also have the right to use the Leases Premises for any lawful use reasonably determined by TENANT, in its sole and absolute discretion, to be accessory to the use, construction, reconstruction, maintenance, replacement, repair and operation of the Solar Energy Facility.
3. Term. Subject to the provisions of Section 17 entitled Default and Termination:
- 3.1. Development Term. This Lease shall have an initial Development Term which shall commence at the Effective Date. This Development Term shall be for a period of **one (1) year**, with any applicable extensions as described below.
  - 3.2. Operations Term. This Lease shall have an Operations Term in regard to operating the Solar Energy Facility. This Operations Term shall commence on the day the Solar Energy Facility first produces and delivers electrical energy to the utility electrical network system (the "Commercial Operation Date"), and shall continue for a period of **twenty-five (25) years** from the Commercial Operation Date, with any applicable extensions as described below, plus any additional period of time necessary for TENANT to carry out its obligations under Section 7.8 below. The TENANT shall provide written notice to the LANDLORD stating the Commercial Operation Date within three days of the occurrence of such Date.
  - 3.3. Extension of the Development Term. TENANT shall have the right to extend Development Term for up to **one (1) year** (the "Development Term Extension Term"). TENANT may exercise this option by giving LANDLORD written notice at least sixty (60) days prior to the date of expiration of the then current Development Term. The Development Term shall be automatically extended for the Development Term Extension Term if the Start of Construction has occurred. The "Start of Construction"

shall be when any site work or construction work, such as road construction, foundation construction, or utility line trenching, begins on the Leased Premises by the TENANT.

3.4. Extension of Operations Term. Notwithstanding any other provision herein, the Parties may further extend the Operations Term by mutual written agreement.

3.5. Termination. Either Party may terminate the Agreement if Start of Construction has not occurred during the Development Term or during any valid extension thereof.

#### 4. Rent

4.1. Lease Term Rent. In consideration of the rights granted herein, TENANT and LANDLORD agree that rent shall be in the form of net metered electricity (as defined by 220 CMR 18.00), available to LANDLORD either as an investor in the HARVARD SOLAR GARDEN I, LLC, or from the allocation of additional production of electricity from the Solar Energy Facility.

4.1.1. Upon execution of this Lease, LANDLORD shall be deemed to have made the requisite ten percent (10%) capital contribution for a 10 kilowatt share, with ownership of the share to the LANDLORD or its initial assignee, RDJ Realty Trust, a Massachusetts Trust with a business address at 285 Ayer Road, Harvard, MA 01451.

4.1.2. The remaining ninety percent (90%) share owed by LANDLORD or its assignee shall be financed by HARVARD SOLAR GARDEN I, LLC, to be amortized from LANDLORD'S share of solar renewable energy credit ("SREC") income and payment by LANDLORD for net metered electricity credits until such purchase has been amortized.

4.2. Rent Payment. The Lease Term Rent shall be in the form of net metered electricity resulting from the Solar Energy Facility as credited to the electric meter designated by the LANDLORD'S based on the net metering Schedule Z Agreement with National Grid, all as agreed to in the HARVARD SOLAR GARDEN I, LLC Operating Agreement.

4.3. LANDLORD shall be entitled to an additional allocation of net-metered electricity equal to three percent (3%) of total production, which shall be credited to the LANDLORD'S designated meter.

5. Additional Rights of TENANT

5.1. Existing Rights of Way and Easements. The Leased Premises shall include the right to use all existing rights of way and easements upon or serving the Leased Premises. TENANT agrees to use reasonable efforts not to do or cause to be done any damage or interference to the rights and interests of the LANDLORD or other holders of said rights of way and easements.

5.2. Right to Clear Trees and Foliage. TENANT shall have the right, as if TENANT was the owner, to access, cut, trim and remove foliage, tree limbs, and entire trees within the Areas A and D as shown and described in **Exhibit A** designated on the Final Plan to ensure that no shade or shadowing occurs on the solar power generation field(s) included within the Solar Energy Facility, as defined above. TENANT shall bear all costs for any such trimming, cutting or removal of foliage, tree limbs or entire trees. LANDLORD hereby agrees not to construct any structure or to plant any new trees in any of the area(s) designated on the Final Plan.

6. Rights of LANDLORD

6.1. Specifications. TENANT shall provide LANDLORD copies of relevant drawings of the Solar Energy Facility for the purpose of identifying the locations of TENANT'S equipment on the Leased Premises.

6.2. Audit Rights. LANDLORD shall have the right to audit, at LANDLORD'S expense, TENANT'S records, at reasonable times and in a reasonable manner, in order to support TENANT'S Rent to LANDLORD. LANDLORD shall provide TENANT thirty (30) days' notice for access to such information including contracts for purchase or sale of electric power, electric power invoices and statements, checks and receipts from sale of

electric power, and actual results of electric power generation, including available charts, graphs, and computer data files. Such audit right may be exercised only once in any twelve (12) month period.

6.3. Additional Building within Leased Premises. LANDLORD shall have the right, but not the obligation, to construct a new building or portion thereof within the Leased Premises (“New Building”), all subject to the written consent of the TENANT based on a minimum of one hundred eighty (180) days’ prior notice before LANDLORD seeks any permits or approvals for such New Building, which consent shall not be unreasonably withheld. In the event LANDLORD provides notice to TENANT, TENANT shall respond in writing within thirty (30) days of TENANT’s receipt of LANDLORD’s notice. In the event TENANT consents in writing to the construction of New Building, and if any portion of the Solar Energy Facility is required to be relocated due to the engineering, site work, construction or operation of New Building, LANDLORD hereby agreed to reimburse TENANT for all costs and expenses associated with the relocation or decrease in size of the Solar Energy Facility, including but not limited to: (a) loss of net metered electricity from the Solar Energy Facility; (b) loss of Solar Renewable Energy Credits that would have been created by the original Solar Energy Facility; (c) all engineering, consulting, construction, and operational costs associated with TENANT being required to relocate a portion of its Solar Energy Facility; (d) all storage, transportation, shipping and other costs associated with the relocation of a portion of the Solar Energy Facility; (e) any compliance fees, expenses or costs associated with the net metered electricity or any other governmental program that has or will provide support to the Solar Energy Facility; and (f) all legal fees associated with the relocation of any portion of the Solar Energy Facility. LANDLORD shall reimburse TENANT for such costs within thirty (30) days’ of LANDLORD’s receipt of invoices and demand for such reimbursement.

7. Duties and Obligations of TENANT. TENANT promises, represents and warrants to LANDLORD as follows:

- 7.1. Compliance with Law. TENANT shall obtain and pay for all required permits and studies with respect to construction and operation of the Solar Energy Facility. TENANT shall at all times comply with all municipal, state and federal laws, rules, ordinances, orders, statutes, and regulations applicable to TENANT's operations on and use of the Leased Premises. All costs or penalties resulting from non-compliance with the same shall be borne by TENANT. Notwithstanding the foregoing, the parties hereto shall consult with each other and work together to obtain any zoning and other entitlements necessary to construct and operate the Solar Energy Facility. In addition, LANDLORD agrees to designate TENANT as its agent for the purpose of applying for and obtaining any permits, licenses and other entitlements necessary for the construction and operation of the Solar Energy Facility.
- 7.2. Mechanic's Liens. TENANT shall keep the Leased Premises free and clear of any mechanic's liens and other liens for supplies, equipment, materials, services and labor purchased by TENANT, except that the TENANT reserves the right to contest the lien at no cost to LANDLORD.
- 7.3. Taxes and Utilities. TENANT shall pay when due all real and personal property taxes attributable to the Solar Energy Facility on the Leased Premises, including any increased tax due to tax reassessment of Solar Energy Facility roads on Premises. TENANT shall also pay when due all charges for electricity, water, gas, telecommunications and other utility services used by TENANT on the Leased Premises.
- 7.4. Hazardous Substances. TENANT shall not store, use, dispose of or release on the Leased Premises, or cause or allow to be stored, used, disposed of or released on the Leased Premises, any substance defined as "toxic substance", "solid waste", "hazardous substance" or "hazardous material" under any federal, state, county or municipal law (hereinafter "Hazardous Materials"), except as needed for TENANT's normal business operations and provided that such use does not violate any applicable laws and provided that TENANT notifies LANDLORD in advance of the intended use of any



hazardous substances on the Leased Premises. TENANT shall immediately notify LANDLORD in the event any action or claim is brought against TENANT in connection with the foregoing. TENANT shall have no obligation to make any repairs, alterations or improvements to the Leased Premises or to incur any costs or expenses whatsoever as a result of Hazardous Materials in or about the Leased Premises, other than those Hazardous Materials brought onto such areas by TENANT.

- 7.5. Maintenance of Solar Energy Facility. The TENANT shall keep the Solar Energy Facility in good condition and repair at no cost to the LANDLORD, abiding by all applicable laws and regulations of all governmental agencies. TENANT shall be responsible for the disposal of all trash and waste generated by the TENANT's use of the Leased Premises at no cost to the LANDLORD.
- 7.6. Excavations Filled In. TENANT shall back-fill with topsoil any holes that were dug to construct the Solar Energy Facility.
- 7.7. Power Line Location. TENANT agrees to employ best utility practices for solar farm design, including the underground burial of all gathering, distribution, control and transmission lines wherever feasible.
- 7.8. Surrender of Possession and Restoration of Leased Premises. TENANT agrees to quietly surrender and return the Leased Premises to LANDLORD on termination of this Lease. If LANDLORD informs TENANT at least six months prior to the termination of this Lease, at LANDLORD'S sole option, that the Solar Energy Facility shall remain at the Leased Premises, then TENANT shall have no obligation regarding restoration of the Leased Premises. In all other circumstances, TENANT agrees to remove within nine (9) months after expiration of the Lease Term or any earlier termination of this Lease all footings, concrete pads, guy wires, utility lines or cables, fences, and other fixtures that are part of the Solar Energy Facility, to cover or fill all holes, trenches and other excavations made by TENANT. TENANT shall have no obligation to remove any fixture or part thereof located more than three feet underground. TENANT shall

have no obligation to remove any access roads constructed by TENANT. If TENANT fails to remove any item within such nine (9) month period, LANDLORD, at its sole option, shall have the right either to have the item removed at TENANT's cost, or shall become the owner of such item and shall be entitled to keep the full salvage value of such item.

7.9. Decommissioning Bond. No later than December 31, 2028, COMPANY shall provide (or cause a third party to provide) LANDLORD with a performance bond in the amount of fifty thousand dollars (\$50,000.00), which shall secure TENANT's obligations with respect to the decommissioning and removal of the Solar Energy Facility from the Leased Premises under this Lease. The issuer of the bond shall have a Best's rating of not less than "A-" and the bond shall be in a form reasonably acceptable to LANDLORD. Notwithstanding the foregoing, the bond agreement shall provide that, in the event that LANDLORD exercises its right set forth in Section 7.8, above, by which the Solar Energy Facility will remain at the Leased Premises after surrender by the TENANT, then the bond (together with all accrued interest) shall be released to TENANT as of the termination of this Lease. Further, the escrow agreement shall require that all funds (including interest accrued thereon), net of any funds used by the LANDLORD for decommissioning of the Solar Energy Facility due to the breach of the TENANT's removal and restoration obligations under Section 7.8, shall be returned to the TENANT upon submission of a certification of decommission and removal of the Solar Energy Facility in full accordance with the provisions of Section 7.8 (the "Final Decommissioning Certificate").

8. Duties and Obligations of LANDLORD. LANDLORD promises, represents and warrants to TENANT as follows:

8.1. Title to Leased Premises. LANDLORD owns the entire Premises and Leased Premises in fee simple, subject to no liens, Leases, easements, rights of way, restrictions, covenants or other encumbrances except as disclosed in writing to TENANT in a title report or other document delivered to TENANT prior to the execution of this Lease. LANDLORD and each person signing the Lease on behalf of LANDLORD have the

full and unrestricted power and authority to execute and deliver this Lease and grant the lease, easements and other rights herein granted. The execution and delivery of this Lease will not violate any agreement or other obligation by which LANDLORD is bound. All persons having any ownership interest in the Leased Premises are signing this Lease.

8.2. No Interference. As long as TENANT is not in default under this Lease, TENANT shall have the exclusive quiet use and enjoyment of the Leased Premises in accordance with the terms of this Lease without any suit, trouble or interference of any kind by LANDLORD or any party claiming against or through LANDLORD. LANDLORD will not use any surrounding property in any way that impedes or decreases the solar energy reaching the Leased Premises, or in any way that interferes with the solar generation equipment, or creates a risk of damage to or injury to the Solar Energy Facility or to the Leased Premises, including, but not limited to allowing neighboring trees, buildings or other structures of any kind to adversely affect the amount of solar energy reaching the Solar Energy Facility. LANDLORD will not assign or encumber the Leased Premises or grant any license, easement or other right with respect to the Leased Premises.

8.3. Hazardous Substances. No “toxic substance”, “hazardous material”, “hazardous substance” or “solid waste” as defined in any federal, state, county or municipal law has been stored, used, disposed of or released on or under the Leased Premises before the Effective Date of this Lease except in such amounts as may have been needed in agricultural or residential use and in full compliance with all applicable laws. LANDLORD shall not store, use, dispose of or release or cause or permit to be stored, used, disposed of or released on or under the Leased Premises during the term of this Lease any “toxic substance”, “hazardous material”, “hazardous substance” or “solid waste” as defined in any federal, state, county or municipal law except in such amounts as may be needed in agricultural or residential use and only if such use is not harmful to TENANT or its employees and is not in violation of any applicable laws. LANDLORD shall immediately notify TENANT in the event any action or claim is brought against LANDLORD in connection with the foregoing.

8.4. Mortgage Payments; Mechanic's Liens. LANDLORD agrees to pay, when due, any and all mortgage obligations of the LANDLORD in regard to the Leased Premises. If the LANDLORD fails to make its mortgage payments, TENANT has the right, but is not obliged, to pay any such obligations which LANDLORD fails to pay, and to deduct that amount from payments which otherwise would have been made to LANDLORD under this Lease. LANDLORD shall keep the Leased Premises at all times free and clear of any mechanic's liens and other liens for labor, services, supplies, equipment or materials purchased by LANDLORD, except that the LANDLORD reserves the right to contest the lien at no cost to TENANT.

8.4.1. TENANT shall have the right to enter into a commercially reasonable subordination and non-disturbance agreement directly with the Landlord's mortgage lender, within which said mortgage lender agrees to recognize this Lease following a foreclosure of the Leased Premises in exchange for the TENANT's agreement to attorn to the mortgage lender.

8.5. Property Taxes. If received directly by the LANDLORD, LANDLORD agrees to provide TENANT prompt written notice of the amounts that are due. TENANT shall only be responsible for the incremental increase in property taxes, if any, resulting from the construction and operation of the Solar Energy Facility.

8.6. Cooperation. LANDLORD agrees to cooperate in TENANT's development efforts by signing and executing applications and related documents when requested by TENANT so that TENANT may obtain land use permits, building permits, environmental impact reviews or any other approvals necessary for the construction, operation or financing of the Solar Energy Facility. LANDLORD agrees that, provided TENANT at all times complies with Section 7.1, within ten (10) days after receipt of written notice request by TENANT, and subject to LANDLORD's right to object to requests that are inconsistent with other provisions of this Lease, are otherwise unreasonable, or otherwise materially adversely affect LANDLORD, LANDLORD shall: (i) join in all grants for rights-of-way and easements for electric and other public utilities and facilities and any other electric power purpose including any power transmission line as TENANT shall deem

necessary or desirable for its development and use of the Leased Premises; (ii) join with TENANT in requesting any and all zoning changes or other land use permits and/or approvals necessary or desirable for TENANT's development and use of the Leased Premises as contemplated by this Lease; (iii) join in obtaining any necessary or desirable subordination agreements or approvals from existing lien holders; (iv) join with the TENANT in contesting any real property tax or assessment applicable to the Leased Premises and/or the Solar Energy Facility; and (v) execute and deliver such other documents (including without limitation such modifications to this Lease as may be necessary or desirable for TENANT to benefit from any governmental or private grants, credits or other benefits associated with TENANT's business) so long as such modifications do not materially adversely affect LANDLORD. All costs incurred in regard to the activities under this Section 8.6 will be paid by TENANT, and TENANT shall defend, indemnify, and hold harmless LANDLORD with respect to any liabilities, claims, losses, damages, or expenses that may arise from such activities.

- 8.7. Compliance with Laws. The Leased Premises are in compliance with the Americans with Disabilities Act ("ADA").
  - 8.8. Use of Premises. The proposed Solar Energy Facility does not currently violate the terms of any of LANDLORD'S insurance policies or any contracts or agreements to which LANDLORD is a party, or any other covenants, conditions, restrictions or agreements applicable to the Leased Premises.
  - 8.9. Removal of Trailers and Debris. Notwithstanding anything to the contrary contained herein, LANDLORD agrees to remove the trailers and related debris from the Leased Premises and appurtenant areas within fifteen (15) days of commencement of the Development Term. Landlord will bear costs of removing the trailers and related debris that exceed five thousand dollars (\$5,000.00).
9. Waived Right to Object. LANDLORD acknowledges that certain aspects inherent to the operation of the Solar Energy Facility may result in some nuisance, such as visual impacts, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. TENANT will attempt to minimize any impacts to LANDLORD in part

by complying with the requirements of this Lease, by taking every reasonable measure to meet or exceed standard U.S. solar industry practices in designing the Solar Energy Facility, and abiding by all regulations pertaining to the permitting and design of the Solar Energy Facility. LANDLORD understands and has been informed by TENANT that the Solar Energy Facility on the Leased Premises may result in some nuisance, and, subject to TENANT's compliance with the second sentence of this section, hereby accepts such nuisance and waives its right to object to such nuisance.

10. Access to Leased Premises

10.1. Third-Party Access. TENANT shall have the exclusive right to authorize access of third parties upon the Leased Premises without permission from LANDLORD.

11. Indemnification Provisions and Insurance

11.1. Indemnification. Each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party and such party's mortgagees, officers, directors, employees and agents (the "Indemnified Party") against any liabilities, claims, losses, damages (subject to the limitations of Section 27), or expenses of any type or kind, including, reasonable attorneys' fees, resulting from or arising out of (i) any breach of this Lease by the Indemnifying Party, its employees, agents or permittees, (ii) any operations of the Indemnifying Party, its employees, agents or permittees on the Leased Premises; (iii) any breach or misrepresentation of Section 8 above; (iv) any negligent act or negligent failure to act on the part of the Indemnifying Party, its employees, agents or permittees. This indemnification shall survive the termination of this Lease. This indemnification shall not apply to liabilities, claims, losses, damages or expenses of any type or kind caused by any grossly negligent or deliberate act or omission on the part of the Indemnified Party or its employees, agents or permittees.

11.2. Insurance. At all times during the terms of this Lease (and until all restoration activities under Section 7.8 have been completed), TENANT shall maintain and pay for liability

insurance covering all risks arising directly or indirectly out of TENANT's activities on the Leased Premises and shall name LANDLORD as an additional insured. Such coverage shall have a minimum combined occurrence and annual limitation of Two Million Dollars (\$2,000,000). The minimum required coverage amount shall be adjusted no less than every five years to account for increases in the consumer price index.

## 12. Assignments

12.1. TENANT. Except as provided in Article 13 below, TENANT shall at all times have the right to sell, assign, mortgage, or transfer of any or all of its rights and interests under this Lease without LANDLORD's consent; provided, however, that the term of any such transfer shall not extend beyond the Lease Term and that any and all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Lease. No such sale, assignment, transfer, or sublease shall relieve TENANT of its obligations under this Lease unless TENANT assigns its entire interest hereunder and the assignee assumes all obligations of TENANT hereunder, in which event TENANT shall have no continuing liability. The burdens of the leases and rights contained in this Lease shall run with and against the Leased Premises and shall be a charge and burden thereon for the length of the Lease and shall be binding upon and against LANDLORD and its successors, assigns, permittees, licensees, employees, and agents. The leasehold rights shall inure to the benefit of TENANT and its successors, assigns, permittees, licensees, employees and agents. TENANT shall give written notice to LANDLORD of any assignment including the name, address, and phone number of the party receiving the assignment.

12.2. LANDLORD. LANDLORD shall continue to have the right to sell or transfer the Leased Premises. Any such sale or transfer shall be subject to the terms of this Lease. LANDLORD also shall have the right to assign its rights under this Lease. No such assignment shall relieve LANDLORD of its obligations under this Lease unless LANDLORD assigns its entire interest hereunder and the assignee becomes the owner

of the legal rights requisite to fulfill, and does assume, all obligations of LANDLORD hereunder, in which event LANDLORD shall have no continuing liability.

LANDLORD may retain the right to receive payments under this Lease in whole or in part after the sale or transfer of the Leased Premises; provided, however, that in such case LANDLORD shall fully remain liable for all of LANDLORD's obligations under this Lease. LANDLORD shall give written notice to TENANT of any assignment or transfer, including the name, address, and phone number of the party receiving the assignment and the extent of any such assignment or transfer.

12.3. Further Assurances. Each of the parties to this Lease agrees to perform all such acts (including but not limited to, executing and delivering such instruments and documents) as may be necessary or desirable to fully effectuate each and all of the purposes and intent of this Lease, including consents to any assignments, pledges or transfers permitted under Sections 12.1 and 12.2 and reasonable amendments hereto as may be required by any Lender or required in connection with the transfer by TENANT of the rights granted hereunder to one or more entities. LANDLORD expressly agrees that it shall from time to time enter into reasonable non-disturbance agreements with any Lender which requests such an agreement providing that LANDLORD shall recognize the rights of the Lender and not disturb its possession of the Leased Premises so long as TENANT is not in default of any of the provisions of this Lease. Any such agreement shall contain provisions identical or similar to those described in Section 13.2 hereof. LANDLORD and TENANT further agree that they shall, at any time and from time to time during the Lease Term within ten (10) days of a written request by the other party, execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or modified and stating the modifications). The statements shall also state the dates on which the payments and any other charges have been paid and that there are no defaults existing or that defaults exist and the nature of such defaults.

### 13. Encumbrance of Leases; Required Notices to Lenders



**[Section 13 will be subject to Tenant's lender review]**

- 13.1. Right to Encumber. TENANT shall have the right at any time to mortgage, pledge, or assign to any entity (herein, a "Lender") all or any part of TENANT's interest under this Lease and the rights created by this Lease without the consent of LANDLORD. TENANT shall promptly notify LANDLORD in writing of the name and address of each Lender.
- 13.2. Covenants for Lender Benefit. Should TENANT mortgage, pledge, or assign any of its interest as provided in Section 12.1 and 13.1 above, TENANT and LANDLORD expressly stipulate and agree between themselves and for the benefit of any Lender as follows:
- 13.2.1. Except as may be permitted under Section 13.2.3 upon the occurrence of a default, they shall not alter or cancel this Lease without the prior written consent of the Lender, which consent shall not be unreasonably withheld or delayed.
- 13.2.2. The Lender shall have the right to do any act or thing required to be performed by TENANT under this Lease, and any such act or thing performed by the Lender shall be as effective to prevent a default under this Lease and/or a forfeiture of any of TENANT's rights under this Lease as if done by TENANT itself.
- 13.2.3. No default which requires the giving of notice to TENANT shall be effective unless a like notice is given to any and all Lenders. If LANDLORD shall become entitled to terminate this Lease due to an uncured default by TENANT, LANDLORD shall not terminate this Lease unless it has first given written notice of such uncured default and of its intent to terminate this Lease to each Lender and has given each Lender at least thirty (30) days to cure the default to prevent such termination of this Lease. Furthermore, if within such thirty (30) day period a Lender notifies LANDLORD that it must foreclose on TENANT's interest or otherwise take possession of TENANT's interest under this Lease in

order to cure the default, and provided that Lender furnishes to LANDLORD written assurance that Lender will cure any existing default of TENANT, LANDLORD shall not terminate this Lease and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire TENANT's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by TENANT.

13.2.4. In case of the termination of this Lease as a result of any default or the insolvency, bankruptcy or appointment of a receiver in bankruptcy for TENANT, LANDLORD shall give prompt notice to the Lender. LANDLORD shall, upon written request of the first priority Lender, made within forty (40) days after notice to such Lender, enter into a new lease agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease. Upon the execution of any such new lease agreement, the Lender shall (i) pay LANDLORD any amounts which are due LANDLORD from TENANT, (ii) pay LANDLORD any and all amounts which would have been due under this Lease (had this Lease not been terminated) from the date of the termination of this Lease to the date of the new lease agreement, and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Lease to be performed by TENANT to the extent that TENANT failed to perform the same prior to the execution and delivery of the new lease agreement.

14. Notices. All notices or other communications required or permitted by this Lease, including payments to LANDLORD, notices to any Lender and changes to the following addresses, shall be in writing and shall be deemed given when (i) personally delivered to LANDLORD, TENANT or an assignee (ii) five (5) days after deposit in the United States mail, first class,

postage prepaid, certified; or, (iii) one day after deposit with a nationally recognized overnight delivery service. The following addresses shall be used for the foregoing purpose.

If to LANDLORD:                   RDJ REALTY TRUST  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with copies to:                   Roy W. Pastor, Esquire  
  Lorden, Pastor & Lilly, P.C.  
  44 East Main Street  
  Ayer, MA 01432  
  Telephone: (978) 772-0011  
  Fax: (978) 772-9902

If to TENANT:                       Harvard Solar Garden Project I, LLC  
  c/o Worth Robbins  
  115 Massachusetts Avenue  
  P.O. Box 469  
  Harvard, MA 01451  
  Fax:

with a copy to:                   Nixon Peabody LLP  
  100 Summer Street  
  Boston, MA 02110  
  Attn: Ruth H. Silman

or such address as LANDLORD and TENANT may from time to time specify by giving written notice to the other party.

15. Condemnation Provisions

15.1. Termination of Lease. If all of the Leased Premises is taken by condemnation, or is purchased by any government agency or governmental body exercising the power of eminent domain, or should a partial taking render the remaining portion of the Leased Premises substantially unusable for TENANT's permitted uses then this Lease shall terminate upon the vesting of title or taking of possession. If the taking is partial, the TENANT shall have the option of terminating this Lease or continuing this Lease with

the payments to LANDLORD being reduced based on the pro rata share of the taken property to reflect the taking.

15.2. Awards and Damages. All payments made on account of any taking by eminent domain shall be made to LANDLORD, except that TENANT shall be entitled to any award made for the reasonable removal and relocation costs of any removable Solar Energy Facility property that TENANT has the right or duty to remove, and for the loss and damage to any such Solar Energy Facility property that TENANT elects or is required not to remove, and for the loss of use of the Leased Premises by TENANT. It is agreed that TENANT shall have the right to participate in any settlement or court proceedings. If the parties do not agree upon a division of such award or purchase price, it shall be set by arbitration.

15.3. Government Land Swap. Notwithstanding the foregoing, the Parties hereto agree to use best efforts to preserve and protect this Lease if and when the Leased Premises is affected by a land swap transaction with a governmental entity of any kind, including, but not limited to, any agency, committee, commission, department, or board. Accordingly, LANDLORD hereby agrees not to enter into such a land swap transaction without TENANT's prior consent.

16. Abandonment Provisions. Any improvements constructed or placed on the premises by TENANT permitted by this Lease shall be owned and remain the sole property of TENANT. In the event that some of the solar equipment are not running and generating electrical power for a period of twelve (12) consecutive months, such equipment and improvements shall be considered abandoned unless the cause of the non-operation of the solar equipment is beyond TENANT's reasonable control, and TENANT shall remove them from the premises. In the event TENANT cannot remove said abandoned solar equipment, LANDLORD may remove such solar equipment and improvements from the Leased Premises provided LANDLORD notifies TENANT in writing sixty (60) days in advance. LANDLORD shall remove such solar equipment and accessory improvements without liability for damage at TENANT's sole expense. Notwithstanding the foregoing, no property shall be considered abandoned during

any period during which TENANT is making current payments to LANDLORD with respect thereto under Section 4 hereof.

17. Default and Termination.

17.1 If an event of default occurs and remains uncorrected, the non-defaulting party shall have the right, subject to Section 13 above, to terminate this Lease without prejudice to any other rights and remedies under this Lease. Each of the following shall constitute an event of default:

17.1.1 TENANT fails to pay Rent required to be paid by this Lease when due, and such failure or omission has continued for thirty (30) days after written notice from the LANDLORD; or

17.1.2 Either party fails to pay other amounts required to be paid by this Lease when due, and such failure or omission has continued for thirty (30) days after written notice from the other party; or

17.1.3 Either party fails in any material respect to perform or comply with any of the other terms, duties, obligations or conditions of this Lease and such failure or omission has continued for thirty (30) days (or such longer period as may be reasonably required to cure such failure or omission, if such failure or omission cannot reasonably be cured with a thirty (30) day period) after written notice from the other party; or

17.1.4 TENANT fails to maintain insurance in accordance with Section 11.2 and such failure or omission has continued for thirty (30) days after written notice from the LANDLORD; or

17.1.5 Either party makes a general assignment for the benefit of creditors, files for protection or liquidation under the bankruptcy or other similar laws of the United

States or any other jurisdiction or has a involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it and such involuntary petition or request is not dismissed within sixty (60) days after filing.

17.2 If any Event of Default by TENANT shall occur and remains uncorrected, subject to Section 13 above, and LANDLORD, at any time thereafter, at its option, gives written notice to TENANT stating that this Lease and the Lease Term shall expire and terminate on the date specified in such notice, then this Lease and the Lease Term and all rights of TENANT under this Lease shall expire and terminate as if the date specified in the notice were the Expiration Date, and TENANT immediately shall quit and surrender the Leased Premises in accordance with the provisions of Section 7.8 hereof, but TENANT shall nonetheless remain liable for all of its obligations hereunder, as hereinafter provided in Section 17.4 hereof. LANDLORD, may dispossess TENANT by summary proceedings or otherwise.

17.3 If there shall occur any Event of Default by TENANT and remains uncorrected, subject to Section 13 above, and this Lease and the Lease Term shall expire and come to an end as provided in Section 17.2 hereof or by or under any summary proceeding or any other action or proceeding, or if LANDLORD shall re-enter the Leased Premises as provided in Section 17.2 or by or under any summary proceeding or any other action or proceeding, TENANT shall quit and peacefully surrender the Leased Premises to LANDLORD in accordance with the provisions of Section 7.8 hereof, and LANDLORD and its agents may immediately, or at any time after such default or after the date upon which this Lease and the Lease Term shall expire and come to an end, re-enter the Leased Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Leased Premises and dispossess TENANT and any other persons from the Leased Premises and remove any and all of their property and effects from the Leased Premises.

- 17.4 Termination by TENANT. Notwithstanding anything to the contrary contained herein, TENANT may terminate this Lease at any time during the Lease Period by giving LANDLORD at least ninety (90) days notice and paying all payments due through the date of termination, following which the TENANT shall have no further obligations or liabilities to the LANDLORD. LANDLORD shall be entitled to retain all payments made to the date of termination.
18. Force Majeure - Delays. If LANDLORD or TENANT are prevented from performing any act required by this Lease due to any acts of God, strike, lock-out, acts of terrorism, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or for any other reason beyond the control of the party required to perform the act, the time for the performance of the act shall be extended for a period equivalent to the period of delay.
19. Notice of Termination. In the event of termination of this Lease, TENANT shall properly execute, acknowledge and deliver to LANDLORD within thirty (30) days of request thereof, a Notice of Termination or any other such instrument or document as may be necessary or desirable in order to remove the Lease from LANDLORD's title. The promise of TENANT to properly execute and deliver said Notice of Termination and/or any other document is a material consideration to entering into this Lease and shall survive the termination of this Lease.
20. No Waiver. No waiver of any right under this Lease shall be effective for any purpose unless in writing, signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provisions of this Lease. The waiver of time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.
21. Time of Essence. Time is of the essence in regard to this Lease and to all the terms, conditions, promises, representations, warrants, duties, obligations, and agreements contained in this Lease.

## 22. Construction of Lease

22.1. Governing Law. The terms and provisions of this Lease shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts applicable to contracts made and to be performed wholly within such State and without reference to the choice of law principles of the Commonwealth of Massachusetts or any other state.

22.2. Interpretation. The parties agree that the terms and provisions of this Lease embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, or more strictly against, either party.

22.3. Partial Invalidity. If any term, provision, condition, or part of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms, provisions, conditions, or parts, or application thereof to any person or circumstance shall continue in full force and effect, unless the invalidity or unenforceability in question causes the primary intention of the parties under this Lease to be frustrated.

22.4. Headings. The section and paragraph headings in this Lease are for convenience only and shall not limit or affect the meaning of this Lease in any way.

22.5. Approvals; Consents. Whenever any party to this Lease is given an approval/consent right and unless otherwise expressly stated in this Lease, any such approval/consent shall not unreasonably be withheld or delayed. If approval is withheld, the withholding party shall state in writing with particularity the reason or reasons for the withholding of approval and shall propose conditions or changes that would facilitate approval.

23. Memorandum of Lease. LANDLORD and TENANT hereby agree that this Lease shall not be recorded in the public records of appropriate governmental subdivision. LANDLORD and TENANT shall execute a Notice of Lease, in the form attached hereto as **Exhibit B**, wherein



a legal description of the Leased Premises, the term and certain other terms and provisions hereof, excepting, however, the provisions hereof relating to the amount of Payment payable hereunder, are set forth. The Notice of Lease shall be recorded with the appropriate land recorder. Any and all recording fees, cost and tax, if any, required in connection with the recording of the Notice of Lease shall be at the sole cost and expense of TENANT.

24. Notwithstanding anything to the contrary whether in this agreement or any attachments therein, the placement of any access, construction, maintenance, roads or rights of way or easements whether for ingress or egress of pedestrians or for any other purpose, as well as the placement of any power or utility lines shall be subject to final approval by the landlord. Said approval shall not be unreasonably withheld.
25. Both parties understand that LANDLORD is attempting to further develop the property, a portion of which is the leased premises described herein. In the event LANDLORD seeks approval from local governing bodies for further development of said property, LANDLORD reserves the right to relocate any maintenance roads, access roads, power lines, whether underground or aboveground, utilities and any and all easements or rights of access granted to service the leased premises. Said relocation shall be at LANDLORD'S expense
26. Feasibility Contingency. If, within one calendar year from the Effective Date (the "Connection Period"), TENANT is unable, in good faith, to arrange for National Grid USA (or the utility company then serving the Leased Premises) to provide for necessary equipment and infrastructure necessary to connect the Solar Energy Facility to the public electricity system, TENANT may terminate this Lease without any recourse or liability to LANDLORD by delivering written notice to LANDLORD on or before the end of Connection Period.
27. Limitations. Neither the LANDLORD nor the TENANT shall be liable to the other party claiming by or through them for any special, indirect, incidental, punitive, exemplary or consequential damages including, but not limited to lost profits or loss of business arising out of or in any manner connected with the performance or non-performance of this Lease even if the parties have knowledge of the possibility of such damages.

28. Attorneys' Fees. If any party brings any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Lease or for the interpretation of this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding.
29. Counterparts. This Lease may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document.
30. Foreign Persons. All parties hereto represent that it is not a "foreign person" for purposes of the withholding rules of the Federal Deficit Reduction Act of 1984.
31. Entire Agreement. This Lease, together with its attached exhibits, contains the entire agreement between the LANDLORD and TENANT and supersedes and replaces any prior agreements, discussions or understandings, written or oral between the LANDLORD and TENANT pertaining in any way to this Lease. This Lease may not be changed, modified or amended, in whole or in part, except in writing signed by both the LANDLORD and TENANT or their authorized representatives.
32. LANDLORD Review. LANDLORD acknowledges that LANDLORD has been afforded sufficient time to review and understand the terms and effects of this Lease and to submit it to legal counsel of LANDLORD's choosing for review and advice. LANDLORD represents that the agreements and obligations herein are made voluntarily, knowingly and without duress.
33. Confidentiality. The terms and conditions of this Lease shall remain confidential between the LANDLORD and TENANT for the duration of the Lease, except that LANDLORD shall have the right to disclose portions or all of this Lease to its lenders, insurers or where required by law or regulation, and TENANT shall have the right to disclose portions or all of

this Lease to its lenders, investors, and insurers of the Solar Energy Facility or where required by law or regulation.

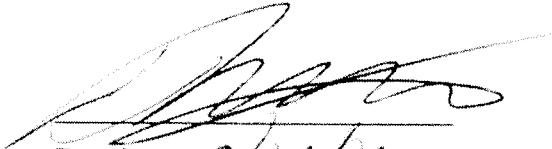
*(Remainder of page intentionally left blank; signature page to follow.)*


IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease to be executed and delivered by their duly authorized representatives as of the Effective Date.

**Witnesses:**

**TENANT:**

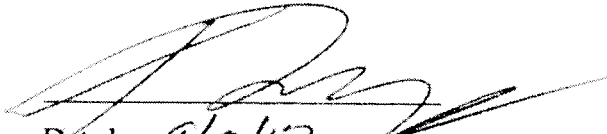
**HARVARD SOLAR GARDEN  
PROJECT I, LLC**

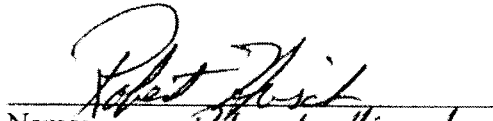
  
Dated: 9/12/13

  
Name: WORTH ROBBINS  
Title: MANAGER

**LANDLORD:**

**RDJ REALTY TRUST**

  
Dated: 9/12/12

  
Name: Robert Hirsch  
Title: Trustee

COMMONWEALTH OF MASSACHUSETTS)

WORCESTER COUNTY)

MIDDLESEX

On the 12 day of Sept, 2012 before me, the undersigned notary public, personally appeared Worth Robbins, proved to me through satisfactory evidence of identification which was Known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Manager of Harvard Solar Garden Project I, LLC, a Massachusetts limited liability company.

*Lisa E Ramos*

(official signature and seal of notary)

Name: LISA E RAMOS

My Commission Expires: 2/13/2015



LISA E. RAMOS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 13, 2015

COMMONWEALTH OF MASSACHUSETTS)

WORCESTER COUNTY)

MIDDLESEX

On the 12 day of Sept, 2012 before me, the undersigned notary public, personally appeared ROBERT HIRSCH proved to me through satisfactory evidence of identification which was KNOWN TO ME, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

*Lisa E Ramos*

(official signature and seal of notary)

Name: LISA E RAMOS

My Commission Expires: 2/13/2015



LISA E. RAMOS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 13, 2015  
Notary Public

**EXHIBIT A**  
LEGAL DESCRIPTION OF LEASED PREMISES

<insert>

LEASED PREMISES shall include the following plan showing the Leased Premises

<attach plan>

121030

FOR REGISTRY USE ONLY  
JOB NO.

**PLAN REFERENCES:**

- PLANS ON FILE AT THE WORCESTER REGISTRY OF DEEDS
- PLAN BOOK 335, P. 26 "PLAN OF LAND IN HARVARD, MA"
- BY CHARLES PERKINS; MARCH, 1970

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES OF THE SEVERAL OWNERSHIPS AND THE LINES OF THE SEVERAL RIGHTS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY EXISTING OR TO BE CONVEYED BY DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

THIS CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS AND IS NOT A CERTIFICATION TO THE ACCURACY OF THE SURVEY OR THE OWNERSHIP OF THE LAND SHOWN HEREON.

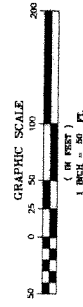
I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS.



DATE: 08/15/2010  
DRAWN BY: J. B. [Signature]  
DATE

**LEGEND**

N/P	NO. OR PERMANENT	CIN	CENTER
(7)	FOUND	Ø	DRAWL HOLE
(8)	SET	○	PNE/ACD
P	IRON/STEEL PIPE	●	STONE BOUND
SB	STONE BOUND	○○○○○	DRAWL HOLE
		○○○○○	STONE WALL

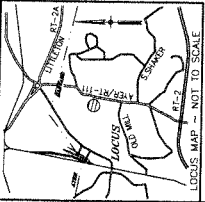


GOLD SMITH, PREST & HERRICK, INC.  
ENGINEERING SOLUTIONS FOR LAND & STRUCTURES  
295 AYER ROAD  
HARVARD, MASS. 01451  
PHONE: 978.272.1988 FAX: 978.272.1991  
WWW.GPR-INC.COM

**EASEMENT PLAN OF LAND**  
IN  
**HARVARD, MASS.**

**EXHIBIT "A"**  
PREPARED FOR:  
HARVARD SOLAR GARDEN PROJECT I, LLC

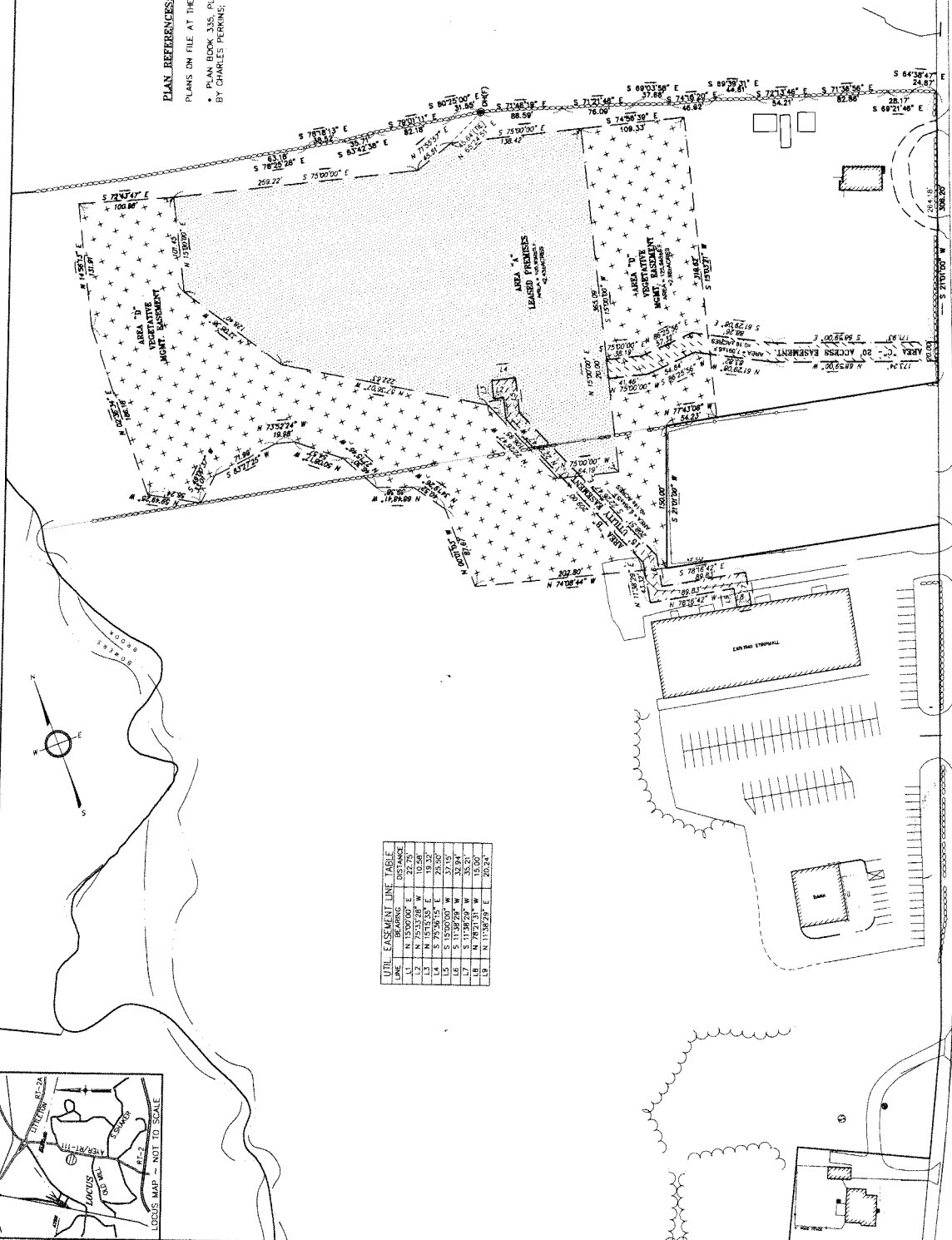
DATE: 08/15/2010  
JOB: 121030  
1 OF 1



LOCUS MAP - NOT TO SCALE

**UTIL. EASEMENT LINE TABLE**

LINE	BEARING	DISTANCE
U-1	N 13°00'00" E	272.75
U-2	S 77°15'00" W	100.00
U-3	N 15°15'00" E	19.35
U-4	S 79°36'15" E	25.00
U-5	N 13°00'00" W	37.15
U-6	S 11°38'25" W	35.21
U-7	S 11°38'25" W	35.21
U-8	N 78°21'31" W	15.00
U-9	N 11°38'25" E	20.24



OWNED BY:  
BOB ALLEN TRUST  
52 ELMAN ALLEN DRIVE  
ACTION, MA 01720

THIS LAND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS, OR OTHER INTERESTS WHICH MAY BE DISCLOSED BY A TITLE EXAMINATION.

**EXHIBIT B**  
**NOTICE OF LEASE**



NOTICE OF LEASE

DATE: \_\_\_\_\_, 2012

Notice is hereby given, pursuant to the provisions of Chapter 183, Section 4 of the General Laws of Massachusetts, of the following Lease (the "Lease"):

PARTIES TO LEASE:

Landlord:

RDJ Realty Trust

Mailing Address:

RDJ Realty Trust  
285 Ayer Road  
Harvard, MA 01451

Tenant:

Harvard Solar Garden Project I, LLC, a Massachusetts limited liability company

Mailing Address:

Harvard Solar Garden Project I, LLC  
c/o Worth Robbins  
115 Massachusetts Avenue  
P.O. Box 469  
Harvard, Massachusetts 01451

EFFECTIVE DATE OF LEASE: August 27, 2012

COMMERCIAL OPERATION

DATE:

The day that the solar energy facility first delivers electrical energy to the utility electrical network system.

LEASED PREMISES:

Land lying and being in Worcester County, Massachusetts as further described on Exhibit A attached hereto and incorporated herein by reference.

DEVELOPMENT TERM:

One (1) year commencing on the Effective Date, unless otherwise extended as provided in the Lease.

OPERATIONS TERM:

Twenty Five years (25) years commencing on the Commercial Operation Date, unless otherwise extended or earlier terminated as provided in the Lease.

LANDLORD'S TITLE  
REFERENCE:

\_\_\_\_\_ Deed from \_\_\_\_\_ to RDJ Realty  
Trust dated \_\_\_\_\_, \_\_\_\_\_ and recorded with the  
Worcester District Registry of Deeds in Book \_\_\_\_\_, Page  
\_\_\_\_\_.

This Notice of Lease is not intended to and does not modify or amend any of the terms and provisions of the Lease.

EXECUTED UNDER SEAL as of the date first above written.

[Signature Page Follows]

LANDLORD:

RDJ REALTY TRUST,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

HARVARD SOLAR GARDEN PROJECT I,  
LLC, a Massachusetts limited liability company

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the Trustee of RDJ Realty Trust, proved to me through satisfactory evidence of identity, being \_\_\_\_\_, and acknowledged to me that he/she signed the foregoing Notice of Lease voluntarily and for its stated purpose in the aforesaid capacity on behalf of RDJ Realty Trust.

\_\_\_\_\_  
Notary Public  
My Commission Expires

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared Worth Robbins, Manager of Harvard Solar Project I, LLC, a Massachusetts limited liability company, proved to me through satisfactory evidence of identity, being \_\_\_\_\_, and acknowledged to me that he signed the foregoing Notice of Lease voluntarily and for its stated purpose in the aforesaid capacity on behalf of Harvard Solar Project I, LLC.

\_\_\_\_\_  
Notary Public  
My Commission Expires

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

[Attached]

## AMENDMENT TO SOLAR ENERGY FACILITY GROUND LEASE

**THIS AMENDMENT TO SOLAR ENERGY FACILITY GROUND LEASE** (this “**Amendment**”) is made and entered into as of the \_\_\_\_ day of December, 2012, by and between **RDJ REALTY TRUST**, a Massachusetts Trust (“**Landlord**”), and **HARVARD SOLAR GARDEN PROJECT I, LLC**, a Massachusetts limited liability company (“**Tenant**”).

### RECITALS

- A. Landlord and Tenant are parties to that certain Solar Energy Facility Ground Lease dated August 27, 2012, (the “**Lease**”) for the land in Harvard, Massachusetts defined as the Leased Premises in the Lease to enable the construction and operation of the solar energy facility described in the Lease.
- B. Landlord and Tenant desire to add additional photovoltaic solar panels and equipment to the roof of one of Landlord’s buildings located adjacent to the area described as the Leased Premises in the Lease.
- C. Landlord and Tenant wish to amend the Lease as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Incorporation of Recitals.** Each of the foregoing recitals forms a material part of this Amendment and is incorporated herein by this reference.
2. **Capitalized Terms.** Capitalized terms used herein but not defined herein shall have the respective meanings ascribed to such terms as specified in the Lease.
3. **Site Plan.** Exhibit A to the Lease is hereby deleted in its entirety and replaced by **Exhibit A-1** attached hereto and incorporated herein by this reference (the “**Revised Leased Premises Legal Description and Revised Lease Plan**”). All references in the Lease to Exhibit A shall henceforth be deemed for all purposes to refer to such Exhibit A-1 attached hereto.
4. **Rent.** Section 4.3 of the Lease is hereby deleted in its entirety and replaced by the following language:
  - 4.3 LANDLORD shall be entitled to an additional allocation of net-metered electricity equal to three percent (3%) of total production of the ground mounted system, which shall be credited to the LANDLORD’s designated meter.
5. **Miscellaneous.**
  - a. **Continuance of Lease.** The legally enforceable provisions in the Lease, as amended hereby, shall be deemed to be continuing and in full force and

effect and this Amendment is not intended to be a new contract between the parties.

- b. Successors and Assigns. This Amendment shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties hereto.
- c. Entire Agreement. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements with respect to the matters set forth herein. In case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control.
- d. Time is of the Essence. Time is of the essence for this Amendment and the Lease and each provision hereof.
- e. No Presumption Against Drafter. This Amendment shall be construed without regard to any presumption or any other rule requiring construction against the party drafting a document. The parties acknowledge that this Amendment is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption shall be made in favor of either party.
- f. Authority. Landlord represents and warrants that Landlord has the full right, power and authority to enter into this Amendment and does not need the consent of any party, including the holder of any mortgage on the Leased Premises. Tenant represents and warrants that Tenant has the full right, power and authority to enter into this Amendment and does not need the consent of any party.
- g. Severability. If any provision of this Amendment or the application thereof to any person or circumstances is or shall be deemed illegal, invalid, or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Amendment shall be interpreted as if such illegal, invalid, or unenforceable provision did not exist herein.
- h. Counterpart Signatures. This Amendment may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument. Executed copies of this Amendment may be delivered between the parties via facsimile or electronic mail and such shall be deemed effective and binding upon the parties the same as if such document was an original. This Amendment will not be binding upon any party until this document has been executed by all parties thereto.

*[Signature page follows.]*



**IN WITNESS WHEREOF**, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

**TENANT:**

**HARVARD SOLAR GARDEN PROJECT I,  
LLC**

By: \_\_\_\_\_

Name: Worth Robbins

Its: Manager

**LANDLORD:**

**RDJ REALTY TRUST**

By: \_\_\_\_\_

Name: Robert Hirsch

Its: Trustee

EXHIBIT A-1

Revised Leased Premises Legal Description and Revised Lease Plan