

Basic Terms-Rooftop & Carport Solar Lease

Construction Term: Twelve (12) months from and after the Effective Date, subject to Lessee's right to unilaterally extend for an additional twelve (12) months upon written notice delivered to Lessor during the initial twelve (12) month period. The Construction Term will terminate on the Completion Date, defined as the date upon which Lessee completes construction and installation of the SEF and commences commercial operations of the SEF.

Lease Term: An initial term of twenty-five (25) years, commencing on the Completion Date, with two (2) automatic renewal terms of five (5) years each, unless Lessee notifies Lessor in writing at least ninety (90) days in advance of the expiration of the initial term or the first renewal term of Lessee's intent not to renew the Lease.

Early Termination: Following the expiration of the Construction Term, Lessee may terminate the Lease at any time upon three (3) months prior written notice to Lessor, in which case Lessor shall retain the annual rent for the year in which such termination occurs.

Annual Rent: Lessee shall pay annual rent to Lessor for the Construction Term, in an amount to be mutually agreed upon by the parties and set forth in the Lease, within ten (10) business days following the Effective Date. If the Construction Term ends up being for a period less than twelve (12) months, the annual rent paid by Lessee to Lessor for the Construction Term shall be prorated on a per diem basis based upon a Construction Term of twelve (12) months, with that portion of such annual rent attributable to the period from the Completion Date through the end of such twelve (12) month period being credited against the annual rent due and payable by Lessee to Lessor for the first year of the initial term.

Lessee shall pay annual rent to Lessor during the initial term and each applicable renewal term in amounts to be mutually agreed upon the parties and set forth in the Lease, with such amounts fixed for five (5) year periods. Annual rent for the first year of the initial term shall be due and payable by Lessee to Lessor within ten (10) business days following the Completion Date, and annual rent for each succeeding year of the initial term and each year of any applicable renewal term shall be due and payable on each anniversary of the Completion Date occurring during the remainder of the initial term and during any applicable renewal term.

Ancillary Rights: Lessee and Lessee's Affiliates shall have the right, at no additional cost, to use the exterior of the Building and the common areas associated therewith to (i) access the Leased Premises for construction, installation, operation and maintenance of the SEF and (ii) locate any auxiliary equipment necessary to construct, install, operate and maintain the SEF.

Lessee and Lessee's Affiliates shall also have the non-exclusive right to enter the Building for purposes of gaining access to the Leased Premises and for purposes of utilizing the Building's mechanical and electrical systems in connection with the construction, installation, operation and maintenance of the SEF.

During the construction and installation of the SEF and during any removal of the SEF, Lessor shall permit Lessee and its affiliates, employees, contractors and subcontractors to use portions of the Building exterior area for temporary storage, for construction laydown, for the parking of construction crew vehicles and temporary construction trailers and facilities, and for access for cranes, rigging and other material handling equipment.

Easements: In connection with the operation of the SEF, Lessor, at no additional cost to Lessee, shall grant Lessee an electric distribution line easement in a location on the Property to be mutually agreed upon by the parties. If Lessee requires any additional easements over the Property in connection with Lessee's construction, installation, operation and maintenance of the SEF, Lessor, at no additional cost to Lessee, shall grant such easements to Lessee, provided the locations of such easements are acceptable to Lessor in its reasonable discretion.

Condition of Leased Premises: If, during construction or installation of the SEF, Lessee determines that (i) upgrades are required to be made to the Leased Premises in order to make the Leased Premises suitable for the construction, installation, operation and maintenance thereon of the SEF or (ii) relocation of any existing equipment or building systems located on the roof of the Building is required in connection with the construction, installation, operation and maintenance of the SEF on the Leased Premises, Lessee shall notify Lessor of the same in writing. Lessor shall be responsible for promptly completing any required building upgrades and/or the equipment relocation, as applicable, with Lessor being solely responsible for the costs of such building upgrades and Lessee being solely responsible for the costs of such equipment relocation.

Construction of SEF: Lessee or its affiliates shall construct and install the SEF in a good and workmanlike manner. Lessee and its affiliates shall use reasonable precautions when making installations on the roof, and Lessee shall repair any damage it causes to the roof and any installations thereon. Lessor shall provide Lessee with copies of any existing roof-related warranties, and Lessee or its affiliates shall construct and install the SEF in

compliance with all of the applicable requirements of such warranties so as not to void such warranties. Prior to commencement of construction and installation of the SEF, Lessee shall notify Lessor, and Lessor, at its sole cost and expense, shall have Lessor's roofing contractor promptly inspect the roof and confirm that the roof warranties remain in full force and effect. During the construction and installation of the SEF, Lessor, at its sole cost and expenses shall have the right to monitor construction and installation of the SEF. Upon completion of the construction and installation of the SEF, Lessee shall provide Lessor with (i) "as-built" drawings setting forth in reasonable detail, the location of all components of the SEF and (ii) a copy of the O&M manual for the SEF. Promptly following receipt of the foregoing, Lessor, at its sole cost and expense, shall have Lessor's roofing contractor re-inspect the roof and confirm that the roof warranties remain in full force and effect (or, if Lessee has done anything to terminate the roof warranties during the construction and installation of the SEF, identify in reasonable detail the actions taken by Lessee during the construction and installation of the SEF that terminated the roof warranties). If Lessor fails to cause Lessor's roofing contractor to conduct such re-inspection within thirty (30) days following Lessor's receipt of the items reference in clauses (i) and (ii) of the preceding sentence or if such re-inspection is completed within such period and Lessor's roofing contract confirms that the roof warranties remain in full force and effect, no activities undertaken by Lessee or its affiliates in connection with the construction and installation of the SEF shall be deemed to have terminated the roof warranties.

Ownership Rights: Lessee shall be the sole owner of the SEF and the energy output produced thereby, as well as any and all tax or other financial incentives.

Env. Benefits: Lessee shall be the sole and exclusive owner of the energy output and any environmental attributes, benefits or other incentives associated with the SEF. Any transaction involving the sale or transfer of any of the foregoing between Lessor and Lessee shall be mutually agreed upon independent of the leasing of the Property.

**Building/Roof
Maintenance:**

Lessee shall, at its sole cost and expense, maintain and repair all areas of the roof of the Building where the SEF and related equipment and Lessee's employees and contractors come into contact with the roof, so that the roof is not damaged from said contact and remains air and water tight. With the exception of the foregoing Lessee's obligations, Lessor shall, at its sole cost and expense, maintain the Building (including the roof, all building systems, and common areas serving the Building) in good operating condition and repair, subject to a self-help right in favor of

Lessee. Further, Lessor shall not do or permit any third party to do anything on the roof of the Building or the real property upon which the Building is located which would interfere with the construction, installation, operation and maintenance of the SEF.

Removal of SEF: Lessee shall, at its cost, remove the SEF within ninety (90) days following termination of the Lease and restore the Leased Premises to its original condition, normal wear and tear excluded. If removal of the SEF, or any portion thereof, is required by the Lessor during the term of the Lease, including for purposes of Building and/or roof maintenance, Lessor shall be responsible for the cost to remove and reinstall the SEF.

Limitation on Liability: Neither party will be liable for consequential, incidental, punitive, special, exemplary or indirect damages, lost profits or other business interruption damages provided that if a default by the Lessor results in the removal of the SEF prior to the expiration of the Lease term, Lessor shall reimburse Lessee for the unamortized value of the SEF (at the time of the default) and the cost of the SEF's removal from the Building.

Insurance: Each party shall be responsible, at its cost, for maintaining commercial general liability, workers' compensation/employer's liability and "special form" property insurance. As between the parties, each party shall look solely to its property insurance with respect to any property loss, regardless of the cause thereof, and each party's property insurance shall contain a waiver of subrogation in favor of the other party. Lessee may self-insure.

Taxes: Lessee shall timely pay any and all personal property taxes on the SEF. Lessor shall timely pay any and all real estate taxes on the Building and the Property.

Indemnities: Each party shall indemnify the other for claims arising from its (i) negligent acts or omissions or willful misconduct or (ii) material breach of the Lease.

Assignment: Lessee may, without Lessor's consent, assign the Lease to (i) affiliates of Lessee, (ii) any other electrical service provider regulated by the Virginia SCC or (iii) any entity that acquires all or substantially all of Lessee's rooftop solar power generating assets. All other assignments require Lessor's consent, not to be unreasonably withheld.

SNDA: Lessor shall provide Lessee, at no cost to Lessee, an acceptable Subordination, Non-Disturbance and Attornment Agreement from any current or future lenders holding a lien on the Building.