

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “**Agreement**” or “**Lease**”) is entered into by the Landlord and Tenant listed below (each individually a “**Party**” and collectively the “**Parties**”) as of the _____ day of _____, 2025 (the “**Effective Date**”).

Landlord	Town of Suffield, a Connecticut municipality
Landlord’s Notice Information	Town of Suffield 83 Mountain Road Suffield, CT 06078
Tenant	VCP Suffield LF, LLC, a Connecticut limited liability company
Tenant’s Notice Information	VCP Suffield LF, LLC c/o Verogy 124 LaSalle Road, 2nd Floor West Hartford, CT 06107 Attn: Legal Department
Site Address	Mountain Road, Suffield, CT 06093 (MBL: 9-9-8)
Project State	Connecticut

WHEREAS, Landlord owns the real property located at Mountain Road in Suffield, Connecticut (MBL: 9-9-8), containing approximately 33.85 acres of land (collectively, the “**Property**”).

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, that certain portion of the Property containing approximately five and eight tenths (5.8) acres of land, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto and any right, title and interest of the Landlord in and to any land lying in the bed of any street, road or highway to the center line thereof in front of or adjoining said parcel of land, as further described in **Exhibit B** (the “**Leased Premises**”).

WHEREAS, Tenant intends to develop, site, construct, install, operate and maintain a solar photovoltaic project (the “**Solar Array**”) on the Leased Premises. A depiction of the Solar Array project is attached hereto as **Exhibit A**.

WHEREAS, Landlord and Tenant wish to set forth their respective rights and obligations for Tenant’s lease of the Leased Premises from Landlord.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby agree as follows:

1. The foregoing recitals are hereby incorporated into and made a part of this Agreement, including all defined terms referenced therein, with the same force and effect as if the same were herein repeated fully and at length.
2. **Leased Premises**. The Leased Premises is more particularly described on **Exhibit B** attached hereto, and shall include the grant by Landlord to Tenant of a royalty-free, irrevocable license coterminous with the lease term, and for so long as needed after expiration or termination, including during the Tenant Removal Period, to other portions of the property that are necessary and appropriate for (i) Tenant’s access to the Leased Premises, including ingress and egress rights to the Property; (ii) the delivery, temporary storage and staging of materials, equipment and the components of the Solar Array; (iii) the interconnection of the Solar Array to the electrical infrastructure of the local electric utility; and (iv) other related and ancillary uses that from time to time may be useful or necessary in connection with the siting, erection, construction, reconstruction, installation, replacement, relocation, removal, operation, repair and maintenance of the Solar Array on the Leased Premises. The Tenant shall work with the Landlord’s agents to determine the most appropriate location for these uses. The location(s) shall not materially

interfere, now or in the future, with the Landlord's uses of the remaining portion of its property, or any other uses on adjacent Town property.

3. Lease Term.

a. Initial Term: The initial term of this Lease shall commence on the Commencement Date (as defined hereinafter) and shall end on the date which is twenty (20) years from the end of the calendar month in which the Commercial Operation Date (as defined hereinafter) occurs, which time period is referred to herein as the "**Initial Term**". For purposes of this Lease, (i) "**Commencement Date**" shall mean the date that Landlord delivers possession of the Leased Premises to Tenant after receiving written notice from Tenant of its request to commence the Lease, and (ii) "**Commercial Operation Date**" shall mean the Solar Array has been approved for interconnected operation by the interconnecting utility company, Tenant has completed commissioning tests of the Solar Array, and the Solar Array has commenced regular operations.

b. Extension Options: Three (3) extension periods of five (5) years each, at Tenant's discretion.

4. Terms and Conditions. The following terms and conditions shall apply to this Lease:

a. Lease Payments: ~1.46016 MW DC estimated for the Solar Array

LEASE YEAR	ANNUAL BASIC RENT	MONTHLY INSTALLMENT
1	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
2	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
3	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
4	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
5	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
6	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
7	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
8	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
9	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
10	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
11	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
12	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
13	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
14	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
15	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
16	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
17	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
18	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
19	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
20	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month

Estimated total annual payment: \$65,000

Estimated total monthly payment: \$5,416.67

Extension Options

LEASE YEAR	ANNUAL BASIC RENT	MONTHLY INSTALLMENT
21-25	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
26-30	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month
31-35	\$44,516 per MW DC per year	\$3,709.67 per MW DC per month

b. Lease Payment Commencement:	Tenant shall be obligated and shall timely and promptly pay the monthly installments of rent commencing on the first (1st) day of the first (1st) month following the Commercial Operation Date of the Solar Array (the “Rent Commencement Date”). Notwithstanding anything to the contrary herein and provided that Tenant has achieved the Commencement Date under the Lease, lease payments shall commence on the earlier of (i) the first day of the first full month following the Commercial Operation Date, or (ii) December 7, 2026. Commencing on the Rent Commencement Date, and continuing for the remainder of the lease term, Tenant shall make monthly payments to Landlord on the first day of each month, in advance, in accordance with the monthly installment schedule set forth in Section 4(a) above. Should Tenant desire to install one or more energy storage systems on the Leased Premises or Licensed Areas, Tenant shall first obtain Landlord’s written approval with an amendment to this Lease. Further, if during the Term, Tenant replaces solar panels with solar panels of a higher wattage, or if more solar panels are placed on the Leased Premises, Tenant shall notify Landlord within thirty (30) days of such increase becoming commercially operational, and as a result, if the DC size of the Solar Array increases, rent shall increase accordingly.
c. Utilities, Taxes, and Other Payments	As of the Commencement Date, Tenant shall pay all charges for utilities associated with the construction and operation of the Solar Array, including but not limited to gas, heat, water, electricity, power and telephone or other communications service used, rented or supplied, and Tenant shall indemnify the Landlord against said liability or damages for such accounts. In addition, effective as of the Commencement Date and continuing for the lease term, Tenant shall pay for all additional expenses associated with the maintenance, operation and/or use of the Leased Premises by Tenant, including personal property taxes, insurance and operating expenses. Each Party shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of its property (<i>i.e.</i>, in the case of Landlord, the Property; in the case of Tenant, the Solar Array). The Parties shall administer and implement this Agreement with the intent to minimize taxes. Notwithstanding the foregoing or anything to the contrary in this Lease, the Parties acknowledge and agree that any property taxes to be assessed or levied on Tenant or the Solar Array are incorporated into the Basic Rent payments and will not be separately billed by Landlord, or in the event any such property taxes are assessed and levied on Tenant or the Solar Array, such amount shall be applied as a credit on the subsequent Basic Rent payments due from Tenant until such time as Tenant has received the entire credit for the property taxes paid by Tenant.
d. [Reserved]	[Reserved]
e. Due Diligence Period:	Tenant’s obligation to lease the Leased Premises is contingent upon satisfactory completion of due diligence and review of the Leased Premises, including but not limited to satisfactory review and approval of the following: - current survey;

	- the environmental condition of the Leased Premises; - investigations deemed by Tenant to be necessary or appropriate to determine, in Tenant's sole discretion, whether the operation of the Leased Premises for Tenant's intended purposes is economically and operationally feasible; and - title search and report Tenant shall have a period commencing on the Effective Date and ending on the date which is ninety (90) days after the Effective Date within which to conduct its due diligence and inspect, examine, and/or investigate the Leased Premises, and all physical, environmental, geotechnical, financial, title and legal aspects thereof. No rent or other form of payment shall be due to Landlord from Tenant during the Due Diligence Period. During the Due Diligence Period, to the fullest extent permitted by Law, Tenant shall defend, indemnify and hold harmless Landlord and its officers, directors, employees, contractors, agents, affiliates and representatives ("Landlord Indemnitees") from and against any and all damages resulting from claims arising out of or directly in connection with personal injury or property damage incurred by third parties and any and all fines or penalties imposed by any Governmental Authority, arising out of or directly in connection with personal injury or property damage attributable to the negligence or willful misconduct of Tenant or its officers, directors, employees, contractors, agents, affiliates and representatives ("Tenant Indemnitees") or other person directly or indirectly employed or engaged by Tenant.
f. Contingencies:	Tenant's obligation to lease the Leased Premises is contingent upon Tenant's receipt of all final, non-appealable, local, state and federal permits and approvals necessary or appropriate for Tenant's proposed development of the Leased Premises and the construction of the Solar Array, and receipt of necessary or appropriate utility company interconnection approvals for the Solar Array, all on terms and conditions acceptable to Tenant in its sole discretion (individually, each an "Approval" and collectively, the "Approvals"). The Approvals referenced above shall include, but shall not be limited to: - Soil Conservation Agency; - Inland Wetlands Agency; - Sewer and Water Agency; - Dept. of Transportation; - State Traffic Commission; - State Siting Council or Town Planning and Zoning Approval (or equivalent); - Board of Selectman; - Town Meeting; - Municipal Permits; - Interconnection; - All required permits and approvals necessary for the installation of a means of ingress and egress to and from the Leased Premises and the Solar Array; and - The running of all appeals periods related thereto. Tenant shall also require evidence that Landlord can deliver the Leased Premises free of all tenancies and encumbrances of any kind, except those

	specifically identified by Landlord or those that shall not have a material adverse effect on Tenant's proposed development of the Leased Premises and the construction of the Solar Array.
g. Contingency Period:	Tenant shall have a period of six (6) months following the first day of the month after the expiration of the Due Diligence Period to satisfy all contingencies named above in paragraph 4(f) (the "Initial Contingency Period"). In the event the contingencies are satisfied prior to the expiration of the Initial Contingency Period, Tenant will waive the remaining time granted herein. Should Tenant need additional time at the conclusion of the Initial Contingency Period to secure necessary Approvals for Tenant's intended use of the Leased Premises, Tenant may extend the Initial Contingency Period for an additional six (6) months (the "First Extended Contingency Period"). Should Tenant need additional time at the conclusion of the First Extended Contingency Period to secure necessary Approvals for Tenant's intended use of the Leased Premises, Tenant may further extend the First Extended Contingency Period for an additional six (6) months (the "Second Extended Contingency Period") if needed. If at the conclusion of the Second Extended Contingency Period, Tenant shall require further time to either (1) obtain any and all necessary permits and/or approvals for its intended use of the Leased Premises, or (2) defend against any appeals filed or made with regard to Tenant's applications for permits and approvals, and Tenant is diligently pursuing and/or defending the same, Landlord shall provide Tenant the time and means necessary to conclude such activities and obtain all necessary Approvals (the "Additional Extended Contingency Period"). The Initial Contingency Period, as the same may be extended by the First Extended Contingency Period, the Second Extended Contingency Period and the Additional Extended Contingency Period, are collectively and each, individually, referred to as the "Contingency Period". The Parties may agree to extend any portion of the Contingency Period upon mutual written agreement. If Tenant has received all of its Approvals to its satisfaction, Tenant shall waive the balance of the Contingency Period and proceed to the commencement of the lease. During the Due Diligence Period and any Contingency Periods, Tenant shall keep Landlord reasonably apprised of the development of the Solar Array project, including providing project updates at least once every two (2) months.
h. Testing, Inspections:	During the Due Diligence Period, Tenant and its engineers, environmental consultants, architects and other agents shall have the right to access the Leased Premises and examine the same and perform all tests and inspections and perform all other due diligence as the Tenant deems necessary and appropriate. Tenant shall give Landlord forty-eight (48) hours notification prior to accessing the Leased Premises and shall undertake all activities to the best of their ability so as not to unduly disrupt Landlord's current business, if any. Prior to accessing the Leased Premises, Tenant shall provide to Landlord, Certificates of Insurance from Tenant and any subcontractors performing work on the Leased Premises, naming Landlord as an additional named insured.

	Landlord shall forward any and all pertinent information, surveys, studies and reports to Tenant for its review which Landlord has in its possession or has reasonable access to at no expense to Landlord. Tenant shall provide Landlord with copies, in electronic format, of any property boundary surveys, wetlands or other environmental delineations performed by Tenant. To the fullest extent permitted by Law, Tenant shall defend, indemnify and hold harmless the Landlord Indemnitees from and against any and all damages resulting from claims arising out of personal injury or property damage incurred by third parties and any and all fines or penalties imposed by any Governmental Authority, arising out of or in connection with personal injury or property damage attributable to the negligence or willful misconduct of Tenant or any Tenant Indemnatee or other person directly or indirectly employed or engaged by Tenant.
i. Force Majeure:	Except as otherwise specifically provided elsewhere in this Lease, in any case where either party is required to do any act (other than Tenant's obligation to pay basic rent), the time for such performance shall be extended by the period of delays caused by fire or other casualty, adverse weather conditions, acts of god, terrorism or other similar causes beyond the reasonable control of such party, and not the result of the fault or negligence of the affected party and such event or circumstance could not have been prevented or overcome by such party through the exercise of due diligence, including the expenditure of reasonable funds ("Force Majeure"). For purposes of clarity, this Force Majeure section will not relieve Tenant's obligation to pay rent or to delay the payment of rent during a Force Majeure event.
j. Removal of Solar Array:	Upon expiration or other termination of this Lease, the Solar Array and any improvements (such as foundations, underground wires, poles, etc.) constructed on or under, stored at, or brought onto the Leased Premises by Tenant, including any trade fixtures or signs, shall be removed by Tenant at its sole cost and expense, and the Leased Premises shall be restored to substantially the same condition that existed upon the Commercial Operation Date of the Lease, normal wear and tear excepted and also excluding any need for Tenant to remedy site work (including, for example and without limitation, tree removal and site grading, if applicable) that was performed by Tenant to prepare the Leased Premises for the installation of the Solar Array (collectively, the "Tenant Removal Obligation"). All trade fixtures and signs, whether by law deemed to be a part of the realty, installed by the Tenant at any time or anyone claiming under the Tenant, shall remain the property of the Tenant or persons claiming under the Tenant and shall be removed by the Tenant at its sole cost and expense or anyone claiming under the Tenant at any time or times during the Lease Term. If Tenant does not complete the Tenant Removal Obligation within one hundred twenty (120) days after expiration or other termination of the Lease, or such additional time as may be granted by Landlord (the "Tenant Removal Period"), then Landlord shall have the right, but not the obligation, in addition to its other legal remedies, at its option and upon prior written notice to Tenant, (a) to remove the Solar Array from the Premises (but not the obligation to sell it for salvage value), at Tenant's sole cost and expense, including any warehousing costs (if applicable) but less any actual sales amount for salvage.

	Until the Tenant Removal Obligation is fulfilled by either Tenant or Landlord, using commercially reasonable efforts to complete such removal, Tenant shall continue to pay Rent to Landlord in the same amounts as in effect prior to such removal. Rent shall remain in effect at the same amount as in effect prior to the start of any removal. Partial removal will not reduce the amount of Rent owed; only complete removal and compliance with the terms of this Lease will relieve Tenant of any obligations to pay Rent. Notwithstanding the foregoing, if at the expiration or termination of this Lease, Landlord notifies Tenant that it desires to have certain fixtures or improvements remain, such as fencing or any access road improvements (if any), and such fixtures or improvements are not essential to the Solar Array project, then Tenant shall not be required to remove such specified fixtures or improvements and, following expiration or termination of the Lease, such fixtures or improvements shall become the property of Landlord.
k. Decommissioning Assurance:	Tenant agrees to provide one of the following means of assurance, at Tenant's sole discretion, for Tenant Removal Obligations contained in the Lease in an amount as reasonably determined by Tenant in its professional opinion (but in no event more than \$0.10 per Watt AC of installed capacity of the Solar Array) (the "Removal Assurance"), for the purpose of covering the costs to remove the Solar Array from the Leased Premises: (i) a letter of credit funded over five (5) years, such letter of credit being established after the fifteenth (15th) anniversary of the Commercial Operation Date with an initial amount of 20% of the aggregate amount necessary to cover Tenant's removal obligations (but in no event to exceed \$0.02 per Watt AC of installed capacity at the Solar Array) and increasing by an additional 20% on each anniversary of the Commercial Operation Date thereafter; or (ii) a corporate or other guaranty running to Landlord from an entity that, in Landlord's reasonable judgment, has the financial wherewithal to perform the removal obligations of Tenant set forth in the Agreement; or (iii) a decommissioning bond funded over five (5) years, such decommissioning bond being established after the fifteenth (15th) anniversary of the Commercial Operation Date with an initial amount of twenty percent (20%) of the aggregate amount necessary to cover Tenant Removal Obligations (but in no event to exceed \$0.02 per Watt AC of installed capacity at the Solar Array) and increasing by an additional twenty percent (20%) on each anniversary of the Commercial Operation Date thereafter; or (iv) Tenant may establish an account that is pledged to Landlord funded over five (5) years, such account being established after the fifteenth (15th) anniversary of the Commercial Operation Date with an initial amount of twenty percent (20%) of the aggregate amount necessary to cover Tenant Removal Obligations (but in no event to exceed \$0.02 per Watt AC of installed capacity at the Solar Array) and increasing by an additional twenty percent (20%) on each anniversary of the Commercial Operation Date thereafter. For the purpose of clarity, nothing in this section shall in any way operate to limit Tenant's financial obligations to properly and lawfully remove, and thereafter repurpose or dispose of the Solar Array pursuant to this Agreement and as more fully described in Section 4(j).
l. Brownfield	TENANT ACKNOWLEDGES AND AGREES THAT THE PROPERTY AND PORTIONS OF THE LEASED PREMISES ARE NEXT TO A CAPPED LANDFILL. LANDLORD HAS NOT MADE, AND LANDLORD HEREBY EXPRESSLY DISCLAIMS AND NEGATES, ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR

	OTHERWISE RELATING TO THE PHYSICAL CONDITION, DESIGN AND/OR LAYOUT OF THE LEASE AREA AND EASEMENT AREAS, INCLUDING ANY OTHER REPRESENTATION OR WARRANTY REGARDING ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO TENANT BY OR ON BEHALF OF LANDLORD. UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN, LANDLORD FURTHER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SUITABILITY OF THE LEASE AREA FOR THE FACILITY (FINANCIALLY, LEGALLY OR OTHERWISE), RISKS AND OTHER INCIDENTS OF SUCH LEASE AREA AND EASEMENT AREAS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE LEASE AREA AND EASEMENT AREAS ARE BEING LEASED IN AN “AS-IS, WHERE-IS” CONDITION WITHOUT REPRESENTATION OR WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
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5. General Provisions.

- a. **No Personal Liability of Representatives of the Parties.** No official, member, director, officer, agent, representative, or employee of either Party, including anyone on its respective boards, commissions, and committees, shall have any personal liability under or relating to this Lease. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of each Party as a public body. Without limitation, and without implication to the contrary, (i) Tenant waives and releases any and all claims against each such official, member, director, officer, agent, representative, or employee, personally, under or relating to this Lease, in consideration of the entry of Landlord into this Lease, and (ii) Landlord waives and releases any and all claims against each such official, member, director, officer, agent, representative, or employee, personally, under or relating to this Lease, in consideration of the entry of Tenant into this Lease.
- b. **Operations and Maintenance.** Tenant shall be responsible for the Solar Array and related infrastructure maintenance, operation, security, and land maintenance within the Leased Premises and any other areas leased, licensed or under easement to the Landlord, and any portion thereof, including access road maintenance related to Tenant’s use only (if any such access road maintenance is necessary due to Tenant’s activities), mowing (at least 3x annually), maintaining the fence line in a clean and clear condition and all other operation and maintenance activities related to the Solar Array. Tenant may contract Landlord to perform such land maintenance work on a fee for service basis. Tenant shall be responsible for all utilities and services related to the Solar Array for the term of this Lease. Landlord shall have no liability for trees inside or outside the Leased Premises falling on and/or damaging any part of the Solar Array project, unless such damage is caused by the gross negligence or willful misconduct of Landlord. Notwithstanding any provisions herein to the contrary, it is understood and agreed that Landlord shall not be responsible for any loss or damage that might result from tornadoes, lightning, windstorms, or other Acts of God to any property kept, installed, stored, or maintained in or upon the Leased Premises or any Licensed Area by Tenant. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Lease, whether by expiration or otherwise.
- c. **Assignment.** Tenant shall have the right to assign Tenant’s interest in this Lease from time to time throughout the lease term, with the prior written consent of Landlord, such consent not to be unreasonably withheld, provided each such assignee assumes all of Tenant’s obligations under the Lease. In all instances, without the consent of Landlord, Tenant shall be permitted to (i) make an

assignment to an affiliate of Tenant or a direct or indirect subsidiary of Tenant to whom Tenant also transfers the Solar Array, (ii) make an assignment through merger, consolidation or sale of all or substantially all of Tenant's stock or assets including the Solar Array, or (iii) sell, transfer, assign or pledge its interest in this Lease to Tenant's lender or financing party in connection with the financing of the construction, installation and operation of the Solar Array.

- d. **Insurance.** Tenant, at its own expense, shall obtain and keep in force during the term of this Lease a policy of commercial general liability insurance insuring Landlord and Tenant against any liability arising out of interests in, and activities on, the Leased Premises, the Solar Array, and all areas appurtenant thereof, by Tenant. Such insurance shall be in an amount not less than one million dollars (\$1,000,000.00) for injury or death of one person in any one accident or occurrence and in an amount of not less than two million dollars (\$2,000,000.00) for injury to or death of more than one person in any one accident or occurrence, and an umbrella policy with coverage of not less than ten million dollars (\$10,000,000.00). Tenant (or Tenant's general contractor) shall procure and maintain Contractors Pollution Liability (CPL) insurance with minimum limits of two million dollars (\$2,000,000) per occurrence and in the aggregate, with a deductible or self-insured retention no greater than fifty thousand dollars (\$50,000). The insurance shall cover losses caused by pollution conditions that arise from Tenant's ongoing or completed operations involving the Solar Array. Landlord shall be an additional insured on such policies.
- e. **Default.** If (i) either Party shall default in the payment of any amount due to the other Party pursuant to this Lease, including the payment of monthly installments of rent by Tenant, and such default shall continue for a period of ten (10) days after written notice from the non-defaulting Party of such failure (each, a "**Monetary Default**"); or (ii) either Party shall fail to observe or perform any material provision hereof, other than a Monetary Default, and such failure shall continue for thirty (30) days after written notice from the non-defaulting Party of such failure, provided, however, that in the case of any such failure which cannot with due diligence be cured within such thirty (30) day period, if the defaulting Party shall commence promptly to cure the same and thereafter prosecute the curing thereof with due diligence, the time within which such failure may be cured shall be extended for such period as is necessary to complete the curing thereof with due diligence; then in each of (i) and (ii) above, a default under this Agreement with respect to such Party shall exist (each, an "**Event of Default**"). If an Event of Default shall have occurred and be continuing, the non-defaulting Party shall give written notice to the defaulting Party specifying the Event of Default and provide the defaulting Party with fifteen (15) days in which to cure such Event of Default (each, an "**Event of Default Notice**"). If the defaulting Party has not cured such Event of Default within fifteen (15) days of its receipt of the Event of Default Notice, the non-defaulting Party may, at its election and in addition to all other rights and remedies provided at law, in equity or elsewhere herein, terminate the Lease by giving written notice to the defaulting Party of the non-defaulting Party's intention to do so (the "**Default Termination Notice**"). Upon the fifteenth (15th) day next succeeding the delivery of such Default Termination Notice, if the defaulting Party still has not cured such Event of Default, this Lease shall expire and terminate on such date.
- f. **Governing Law and Jurisdiction.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut without regard to any choice of law or conflict of law principles. Any legal suit, action or proceeding arising out of this Lease shall be instituted in Connecticut Superior Court with the venue in the Hartford Judicial District at Hartford, Connecticut.
- g. **Recording.** This Lease shall not be recorded, but a memorandum of lease (the "**Memorandum**") conforming to the requirements of the laws of the State of Connecticut may be recorded by Tenant at its expense.
- h. **Notice.** Any notice, demand, offer or other written instrument ("**Notice**") required or permitted to be given, made or sent under this Lease shall be in writing, signed by or on behalf of the Party giving such Notice and shall be hand delivered or sent, postage prepaid, by Federal Express or similar overnight delivery, or by Registered or Certified Mail, Return Receipt Requested, addressed to the Landlord Notice Information or Tenant Notice Information, as applicable, that appears on the first page of this Agreement.
- i. **Tenant's Financing.** Landlord acknowledges that Tenant will be financing the acquisition and installation of the Solar Array with financing accommodations from one or more lenders or financing parties (each, a "**Tenant Financing Party**"), and that Tenant's obligations will be secured by, among

other collateral, a pledge or collateral assignment of the Lease and a first priority security interest in the Solar Array. Tenant shall have the right to encumber or mortgage its interest in (i) this Lease, (ii) the Solar Array, and (iii) all of Tenant's improvements located on the Leased Premises, by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any Tenant Financing Party, without the prior consent of Landlord. Landlord agrees to execute any consent to assignment reasonably requested by any Tenant Financing Party and approved by Landlord to evidence and give effect to the provisions of this section. If Tenant provides Landlord with the notice information for the Tenant Financing Party, Landlord agrees to deliver to such Tenant Financing Party, concurrently with delivery thereof to Tenant, a copy of each Tenant Event of Default Notice given by Landlord under this Agreement, inclusive of a reasonable description of such Tenant Event of Default. Landlord will not exercise any right to terminate or suspend this Agreement unless it shall have given the Tenant Financing Party prior written notice of its intent to terminate or suspend the Agreement, as required by the Agreement, based on a Tenant Event of Default specifying the condition giving rise to such right, and the Tenant Financing Party shall not have caused to be cured the Tenant Event of Default giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in the Agreement; provided that if such Tenant Event of Default reasonably cannot be cured by the Tenant Financing Party within such period (including any adverse weather conditions or other difficulty to access the Leased Premises), and the Tenant Financing Party commences and continuously and diligently pursues cure of such Tenant Event of Default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

- j. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- k. **Partial Invalidity.** The invalidity of one or more of the phrases, sentences, clauses, sections or articles contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated. If any portion of this Agreement may be interpreted in two or more ways, one of which would render the portion invalid or inconsistent with the rest of this Agreement, it shall be interpreted to render such portion valid or consistent.
- l. **Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective heirs, personal representatives, successors and assigns.
- m. **Entire Agreement.** This Agreement contains the entire understanding of the Parties. There are no oral understandings, terms or conditions, and no Party has relied upon any representation, express or implied, not contained in this Agreement.
- n. **Effective Date.** This Agreement shall be effective between the Parties as of the date this Agreement is executed by both Landlord and Tenant.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Agreement to be executed as of the Effective Date.

Landlord: Town of Suffield

Signature: _____
Name: _____
Title: _____
Date: _____

Tenant: VCP Suffield LF, LLC

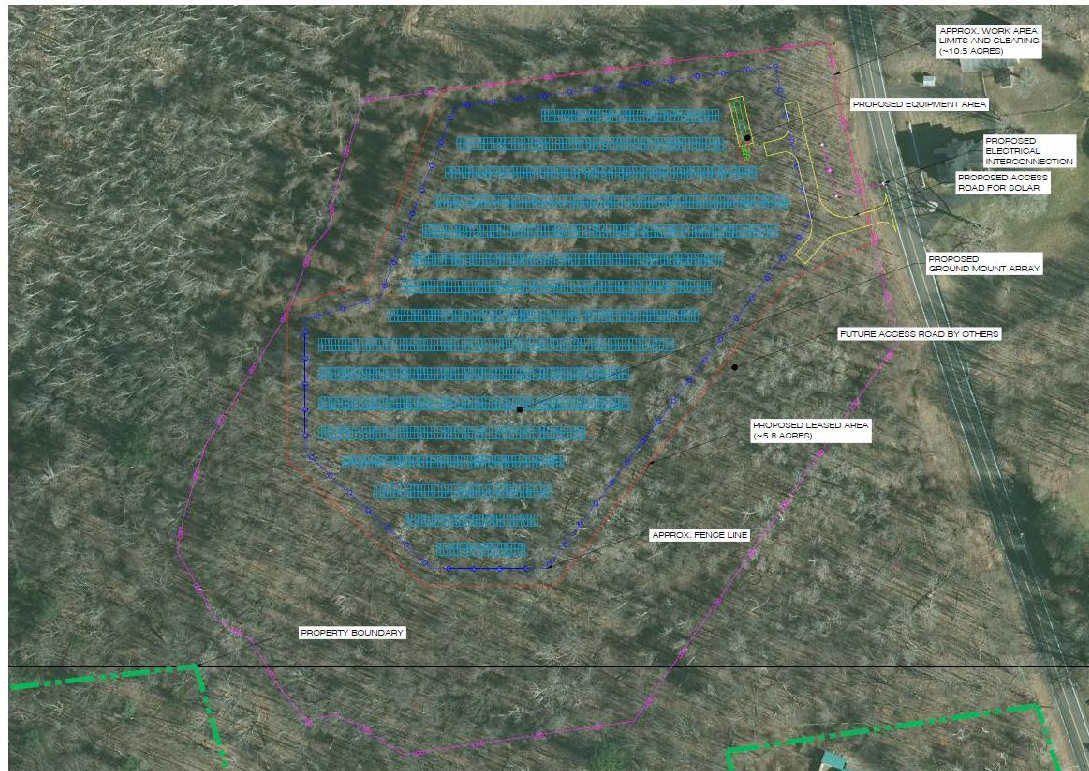
Signature: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

FACILITY DESCRIPTION

Estimated System Size: 1,460.16 kW DC (975 kW AC)
Module Quantity: 2,496
Array Tilt: 25°
Array Azimuth: 0°

** All technical specifications and the final system size are subject to final system engineering and design and applicable governmental and utility approvals.*



CP-1

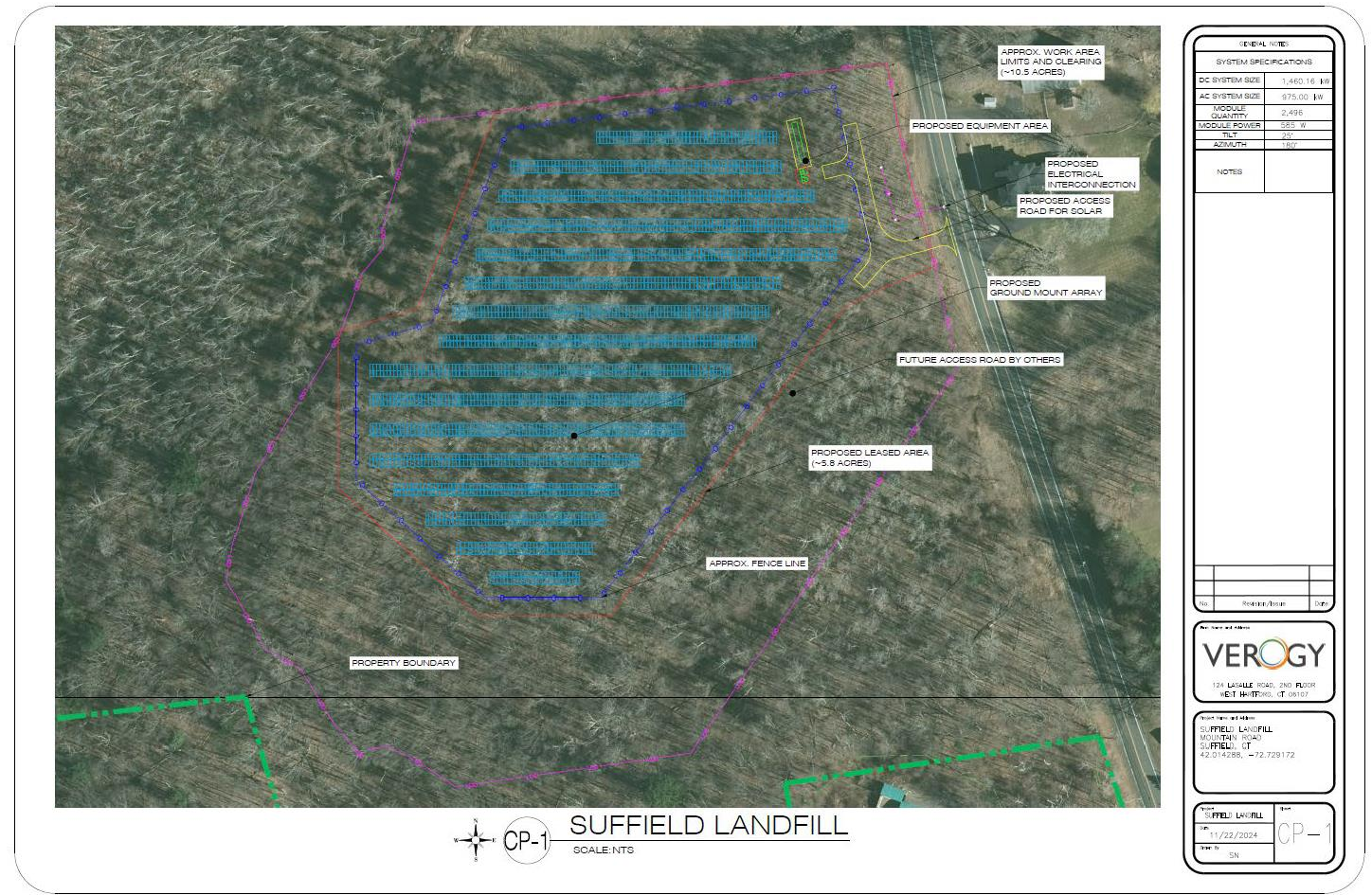
SUFFIELD LANDFILL
SCALE: NTS

GENERAL NOTE	
SYSTEM SPECIFICATIONS:	
DC SYSTEM SIZE	1,460.16 kW
AC SYSTEM SIZE	975.00 kW
MODULE QUANTITY	2,496
MODULE TILT	25°
MODULE AZIMUTH	0°
NOTES	
DATE	PROJECT NAME
1/1/2024	CP-1
VEROGY 121 LEXINGTON ROAD, 2ND FLOOR SUITE 200, SUITE 200, SUITE 200 42.314158, -72.728172	
Project Name: SUFFIELD LANDFILL Project No: 1/1/2024/2024 42.314158, -72.728172	
DATE	DATE
1/1/2024	CP-1
DATE	DATE
1/1/2024	CP-1

EXHIBIT B
LEASED PREMISES

Site Address: Mountain Road, Suffield, CT 06093 (MBL: 9-9-8)

Aerial View:



The “Leased Premises” is the area of the parcel outlined in red in the aerial view above (indicating the fence surrounding the Solar Array), including the area containing the Solar Array and related equipment, which Leased Premises area is approximately five and eight tenths (5.8) acres of land, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto and any right, title and interest of the Landlord in and to any land lying in the bed of any street, road or highway to the center line thereof in front of or adjoining said parcel area. Tenant shall have a royalty-free, irrevocable license coterminous with the lease term, and for so long as needed after expiration or termination, for (i) Tenant’s access to the Leased Premises, including ingress and egress rights to the property, and (ii) the path of interconnection of the Solar Array to the electrical infrastructure of the local electric utility, marked in red in the aerial view above, both as set forth in Section 2 of the Lease. A running description of the Leased Premises will be substituted upon the completion of engineering and a site survey.