

AMENDED AND RESTATED
SYSTEM SITE LEASE AGREEMENT

This AMENDED AND RESTATED SYSTEM SITE LEASE AGREEMENT (this “Agreement”) is made and entered into as of April-[], 20186 (the “Effective Date”) by and between CEFIA Holdings LLC, a Connecticut limited liability company (“Lessee”), and The Town of New Fairfield Board of Education, a municipal ~~corporation~~ board of education organized and existing under the laws of the State of Connecticut (“Lessor”). Each of Lessor and Lessee are sometimes referred to as a “Party” and collectively as the “Parties.”

WHEREAS, Lessor is the owner of all that certain real property together with all improvements, buildings, and other structures thereon known as 24 Gillotti Road, New Fairfield, CT 06812 (Assessor Map 23 Block 16 Lot 12, Assessor Account Number: 00218000), as more particularly described on Exhibit A attached hereto (the “Premises”). The Premises includes the portions of the roof area on which the System (defined below) will be installed (the “Project Site”) as described on Exhibit A attached hereto;

WHEREAS, Lessee is the developer, owner, and operator of photovoltaic solar energy generation equipment and facilities;

WHEREAS, Lessee (as Seller) , Lessor (in this capacity, “Purchaser”) are parties to that certain Amended and Restated Solar Power Purchase Agreement dated of even date herewith (the “Solar PPA”), pursuant to which Lessee has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Lessee, all of the electrical energy produced by the System (as defined in the Solar PPA) to be installed and operated on the Project Site by Lessee; and

WHEREAS, as a condition to entering into the Solar PPA, Lessee requires Lessor to enter this Agreement.

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

AGREEMENT

1. DEFINITIONS. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Solar PPA.

2. LEASE.

2.1 Lease. Lessor hereby leases the Project Site to Lessee in accordance with the terms and conditions and for the purposes set forth herein. The Parties intend that this lease create a valid and present interest in the Project Site in favor of Lessee. Therefore, this Agreement is an interest in and encumbrance upon the Project Site which shall run with the land and shall be binding upon the Project Site and Lessor and its successors and assigns for the benefit of Lessee and its successors and assigns.

2.2 Term. The term of this Agreement shall be ~~for twenty (20) years and shall be~~ coterminous with the Solar PPA, commencing on the Effective Date (the “Term”); provided that this Agreement shall terminate (i) automatically upon the termination or expiration of the Solar PPA for a reason other than an Event of Default by Lessor in its capacity as Purchaser under the Solar PPA, and (ii) in the case of termination by Lessee following an Event of Default by Lessor in its capacity as Purchaser under the Solar PPA, following the payment of PPA Damages (as defined in the Solar PPA) to Lessee.

2.3 Payment to Lessor. Lessee shall pay to Lessor as rent the one-time sum of \$1.00 (the “One-Time Payment”) within fifteen (15) days after the Effective Date. Lessor acknowledges and agrees that the One-Time Payment constitutes payment in full of rent for the Term, and no additional amount shall be due or owing to Lessor under this Agreement.

2.4 Permitted Uses. Lessee shall have the right to occupy and use the Project Site solely for solar energy conversion, for the collection and transmission of electric power under the Solar PPA, and for related and incidental purposes and activities (collectively, “Operations”) including, but not limited to, the construction, installation, improvement, relocation, operation, maintenance and repair of the System and, as may be occasioned by the termination of the Solar PPA, removal of the System. Lessee, at its sole expense, shall be responsible to obtain all necessary permits and approvals necessary to install and operate the System, including but not limited to utility approvals and approvals of applications for interconnection of the System with the local electric utility if applicable.

2.5 Lessee’s Exercise of Rights. Lessee may construct and install the System on the Premises in the manner Lessee deems reasonable and appropriate and in accordance with all applicable laws and consistent with standard industry practices and in accordance with the plans and specifications set forth on the attached Exhibit C; provided, however, that Lessee shall not unreasonably interfere with Lessor’s use, operation, or maintenance of the Premises. The System shall be installed within the areas of the Project Site.

2.6 Premises Utilities. Lessor shall provide existing and available utilities to the Project Site in connection with Lessee's construction, start-up, maintenance, repair, replacement, operation and removal of the System. Lessor acknowledges and agrees that Lessee’s use of the Premises includes the nonexclusive appurtenant right to the use of water lines, sewer lines, storm water lines, power lines, and telephone and communication lines. Without limiting the generality of the foregoing, Lessor shall provide Lessee with high-speed internet access at the Project Site during the entire Term.

2.7 Construction Laydown Area. Lessee and its employees and agents accept the Premises on as ‘as is’ basis. Upon reasonable prior notice, Lessor shall provide Lessee sufficient temporary space on the Premises for the temporary storage and staging of tools, materials and equipment reasonably necessary during installation and any maintenance, repair, replacement or removal of the System, provided that Lessee shall use commercially reasonable efforts to minimize disruption to Lessor’s operations, and provided further that Lessee understands and acknowledges that Lessor operates a school facility that involves outdoor activities for students, staff and other guests and space is limited at the Premises. Lessor and Lessee shall coordinate and cooperate in determining the amount of space and specific portion of the Premises necessary for such purposes.

2.8 Notice. Except as may be required by an emergency, Lessee shall give Lessor reasonable written notice before any entry onto the Premises by Lessee's employees, agents, or contractors. In the event of Lessee's entry due to an emergency, Lessee shall promptly notify Lessor of its entry and the nature of the emergency.

3. EASEMENTS.

3.1 Access Easement and Use Rights. Lessor grants Lessee a nonexclusive easement for access and use of the Project Site, on, under, over, and across the Premises (collectively, the "Easement Area"), for the purposes of locating, installing, operating, maintaining, improving, repairing, relocating, and removing the System on the Project Site (the "Use Rights"). The Use Rights include the right of parking, access, and ingress to and egress from the System on, over, and across the Easement Area during the Term, and shall survive, unless Purchaser has exercised the Purchase Option, for a period of one hundred eighty (180) days following the termination of this Agreement for the purpose of removing the System. Without limiting the foregoing grant, Lessor covenants that the Use Rights may be used to achieve all the purposes set forth in the Solar PPA.

3.2 Solar Easement. Lessor hereby grants Lessee a solar easement on, over, and above the Easement Area for the free passage of solar radiation to the System. Lessor shall not obstruct, or allow any tenant or assignee of Lessor to obstruct, the passage of direct solar radiation across the Easement Area to the System. Trees, structures, and improvements located on the Easement Area as of the Effective Date shall be allowed to remain, and Lessee may not require their removal; provided that Lessee may require that any trees or other vegetation be pruned or trimmed to the point that they do not obstruct the passage of direct solar radiation across the Easement Area to the System to a degree meaningfully greater than on the Effective Date. Lessor shall not place or plant any trees, structures, or improvements on the Easement Area after the Effective Date that may, in Lessee's sole judgment, impede or interfere with the passage of direct solar radiation to the System to a degree meaningfully greater than on the Effective Date, unless Lessor has received prior written approval from Lessee which approval will not be unreasonably withheld. Lessee and Lessor further agree to execute and record such instruments or addenda to this Agreement as may be required under applicable State or local law to evidence the solar easement granted in this Section.

4. RIGHTS OF LESSEE.

4.1 Solar Resources. Lessee shall have the sole and exclusive right to convert all of the solar resources of, and to conduct Operations on, the Project Site. Lessor shall not grant any rights in the Project Site purporting to permit others to conduct Operations on the Project Site in derogation of Lessee's sole and nonexclusive rights and privileges hereunder. Without the prior written consent of Lessee, Lessor shall not (i) waive any right available to Lessor or grant any right or privilege subject to the consent of Lessor by law or contract, including without limitation any environmental regulation, land use ordinance, or zoning regulation, with respect to setback requirements, or other restrictions and conditions respecting the placement of the System on the Project Site or (ii) grant, confirm, acknowledge, recognize, or acquiesce in any right claimed by any other Person to conduct Operations on the Project Site, and Lessor agrees to give Lessee notice of any such claims and to cooperate with Lessee in resisting and disputing

such claims to the extent consistent with this Agreement.

4.2 Signage. Lessee shall have the right to erect, modify, and maintain reasonable signage, subject to Lessor's review and approval of the same, on the Project Site with respect to the System and to Lessee's interests therein. Lessee shall be solely responsible for compliance with local sign ordinances and obtaining local approvals if necessary.

4.3 Enforcement of Legal Rights. Lessee shall have the right to enforce Lessor's rights under applicable laws protecting solar energy systems from obstruction. Lessor shall cooperate with any efforts by Lessee to enforce such rights.

5. DESIGN AND CONSTRUCTION OF SYSTEM.

5.1 Design and Construction. Lessor hereby consents to the construction of the System in accordance with the plans and specifications set forth on the attached Exhibit C. Lessee shall coordinate construction of the System so as to reasonably minimize disruption to the Premises and to Lessor's activities thereon.

5.2 Acknowledgment of Lessor. Lessor acknowledges that the installation of all or a portion of the System will require physically mounting the System on the roof of the Premises.

5.3 Roof Warranty. Lessee represents and warrants that its installation, construction, operations, maintenance, repair and removal of the System and performance of other obligations under this Agreement will not violate or void the Lessor's roof warranty, if any. Lessee shall work with the roof manufacturer and/or installer or designated agent to conduct a satisfactory pre-installation and post-installation inspection and observe any other manufacturer's requirements to maintain the roof warranty.

5.4 Knowledge and Experience. Lessee represents and warrants that it and its affiliates, contractors and subcontractors are knowledgeable and experienced in the construction, installation, operation, maintenance and repair of rooftop solar generation systems similar to the System.

5.5 Removal Upon Termination. Upon the termination or expiration of this Agreement for any reason, unless Purchaser has exercised the Purchase Option per Section 5 of the Solar PPA, Lessee shall, within one hundred and eighty (180) days after the date of expiration, remove the System from the Premises and restore the Project Site to its original conditions less normal wear and tear and, provided that Lessee shall not be required to remove electrical wiring or infrastructure, or any portion of the System below grade level. Other than as specifically provided otherwise herein or in the Solar PPA, the removal of the System shall be at the cost of Lessee.

6. THE PREMISES.

6.1 Representations of Lessor. Lessor represents and warrants to Lessee that:

6.1.1 Lessor has the requisite corporate, partnership or limited liability company capacity to enter into this Agreement and fulfill its obligations hereunder, that the

execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Lessor;

6.1.2 This Agreement constitutes Lessor's legal, valid and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

6.1.3 No suit, action or arbitration, or legal administrative or other proceeding is pending or has been threatened against the Lessor that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Lessor to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Lessor;

6.1.4 Lessor owns the Premises in fee simple, subject to no liens or encumbrances except as set forth in Exhibit B. All persons having any ownership or possessory interest in the Premises are signing this Agreement. Each spouse signing this Agreement agrees that any rights such spouse may have shall be subject and subordinate to this Agreement and the easements and other rights granted hereby;

6.1.5 There are no known Hazardous Materials on or under the Project Site. "Hazardous Materials" means any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any applicable law, and asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas); and

6.1.6 To the best of Lessor's knowledge and subject to final engineering review by Lessee, the Project Site is capable of bearing the weight of the System and any activities related to the construction, operation, maintenance or removal of the System.

6.2 Confirmation of Ownership. At the request of Lessee, Lessor shall obtain executed and acknowledged instruments and such other documents as Lessee or Lessee's title company may require to confirm Lessor's ownership of the Premises or to complete or evidence the full granting of the leasehold interest in the Project Site as intended by this Agreement.

6.3 Liens.

6.3.1 Subordination. Lessor shall cooperate with Lessee to obtain a Subordination, Non-Disturbance and Attornment Agreement (an "SNDA") from each lienholder which provides on terms reasonably acceptable to Lessee that the lien and rights of the lienholder shall be subordinate to this Agreement. Lessor will also obtain any necessary consent and/or SNDA in favor of Lessee and on terms reasonably acceptable to Lessee from any and all entities having a possessory interest in the Premises.

6.3.2 Notice to Premises Lienholders and Release. Lessor shall give

effective notice of Lessee's ownership of the System and the System's status as personal property to all parties having an interest in or any mortgage, pledge, lien (including mechanics', labor or materialmen's liens), charge, security interest, or encumbrance of any nature (collectively, "Liens") upon the real property and fixtures that are part of the Premises. If there is any Lien against the Premises that could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Lessor shall upon Lessee's request obtain a disclaimer or release of such Lien. Lessor consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises, and any other filing by Lessee in a public office regarding its ownership of the System deemed necessary or appropriate by Lessee.

6.3.3 System Liens. Lessor shall not directly or indirectly allow any Lien on or with respect to the System by, through or under Lessor. If Lessor becomes aware of a Lien on the System by, through or under Lessor, Lessor shall promptly give Lessee written notice of such Lien and shall take such action as is necessary or appropriate to have such Lien discharged and removed. Lessor shall indemnify Lessee against all reasonable costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such Lien.

6.3.4 Premises Liens. Lessee shall not directly or indirectly allow any Lien by, through or under Lessee, on or with respect to the Premises or any interest therein, excluding Lessee's leasehold interest created pursuant to this Agreement, or any other asset of Lessor, including, without limitation, any Lien arising from or relating to the construction, ownership, maintenance or operation of the System by Lessee. Lessee shall promptly give Lessor written notice of such Lien and shall take such action as is necessary or appropriate to have such Lien discharged and removed. Lessee shall defend and indemnify Lessor against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing any such Lien.

6.4 Quiet Enjoyment. Lessee shall enjoy quiet and peaceful use, enjoyment and possession of the Project Site pursuant to the terms of, and solely for the purposes set forth in, this Agreement, and subject to the limitations and requirements as set forth herein and in the Solar PPA, including Sections 3.1 and 3.2 thereof, free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, and neither Lessor nor any person claiming by, through or under Lessor shall disturb Lessee's quiet and peaceful use, enjoyment and possession of the Project Site.

6.5 No Interference. Lessor hereby agrees, for itself, its agents, employees, representatives, successors, and assigns, that it will not initiate or conduct activities that it knows or reasonably should know may damage, impair, or otherwise adversely affect the System or its functions, including without limitation activities that may adversely affect the System's exposure to sunlight. Lessor further covenants for itself and its agents, employees, representatives, successors, and assigns that it will not (i) interfere with or prohibit the free and complete use and enjoyment by Lessee of its rights granted under this Agreement; (ii) take any action that will interfere with the availability and accessibility of solar radiation over and above the Premises; (iii) take any action that will or may interfere with the transmission of electrical energy to or from the Premises; (iv) take any action that

may impair Lessee's access to the Premises for the purposes specified in this Agreement; (v) plant or maintain any vegetation or erect or maintain any structure that will, during daylight, cast a shadow on the System; or (vi) take any action that may impair Lessee's access to any portion of the System. Nothing in this subsection shall prohibit Lessor or Owner from entering the Project Site in the event of an emergency, for scheduled roof maintenance or for its obligations under this Agreement or the Solar PPA.

6.6 System Property of Lessee; Transfer of the Premises. Lessor acknowledges and agrees that Lessee is the exclusive owner and operator of the System and all equipment (including, but not limited to, photovoltaic modules or panels, inverters, meters, wire, data monitoring equipment, and cabling), components and moveable property of Lessee attached to or used in the operation of the System, that no portion or component of the System is a fixture, and that in the event that the Premises are sold, leased, assigned, mortgaged, pledged, or otherwise alienated or encumbered (a "Transfer"), such Transfer shall not attach to or affect the System, or Lessee's ownership rights to the System.

6.7 Transfer of Premises. Lessor shall not Transfer all or any portion of the Project Site until the transferee agrees in writing that its interest in the Project Site is subject and subordinate in all respects to the terms of this Lease. Lessor shall give Lessee at least forty-five (45) days' prior notice of any Transfer of all or any portion of the Project Site. Any such notice shall identify the transferee, the portion of the Project Site to be transferred, and the proposed date of the Transfer.

6.8 Premises Security, Health and Safety. Lessor shall provide reasonable measures for the security of the Premises, including restricting access to the area on which the System is located and providing monitoring of the Premises' security alarms. Lessor shall maintain the Premises in a structurally sound and safe condition consistent with all applicable Laws. If Lessor becomes aware of any circumstances relating to the System that creates an imminent risk of damage or injury to the System or any employee of Lessee, Lessor shall promptly notify Lessee. However, Lessee shall remain solely responsible to comply with all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes with regard to the construction, installation and maintenance of the system and its employees, agents, contractors and subcontractors working on the Premises. Lessee shall be liable for any claims related to its failure to comply with such laws and codes and will hold harmless and indemnify the Lessor for any such claims.

6.9 System Security. On the Project Site, Lessee may install security measures that Lessee determines are reasonably necessary for the System, subject to Lessor's prior written approval.

6.10 Maintenance of Premises. Lessor shall, without interfering with the operation of the System, maintain the Premises in good condition and repair, including the integrity of the roof, and shall use commercially reasonable efforts to maintain Lessor's electrical energy equipment located on the Premises in good condition and repair so as to be able to receive and use the Energy generated by the System. Lessor shall maintain its connection and service contract(s) with its local utility, or any successors thereto, so that Lessor can, upon any suspension or interruption of delivery of energy from the System, provide the Premises with its full requirements for electricity.

6.11 System Maintenance. During the Contract Term, Lessee shall, at Lessee's sole cost, maintain the System, the Project Site and all areas of the Premises used by Lessee in the Operations, in accordance with applicable laws.

6.12 Clean Condition. Lessee shall not unreasonably clutter the Project Site or the Premises and shall collect and dispose of any and all of Lessee's refuse and trash.

6.13 Taxes. The Parties hereby acknowledge and agree that Lessor is exempt from the payment of taxes and other assessments that may be levied against the System.

7. DEFAULT; REMEDIES.

7.1 Lessee Default. Each of the following events shall constitute a "Lessee Default":

7.1.1 Lessee breaches any material term of this Agreement and (i) if such breach is capable of being cured within thirty (30) days after Lessor's notice of such breach, Lessee has failed to cure the breach within such thirty (30) day period, or (ii) if Lessee has diligently commenced work to cure such breach during such thirty (30) day period but such breach is not capable of cure within such period, Lessee has failed to cure the breach within a further one hundred and fifty (150) day period (such aggregate period not to exceed one hundred and eighty (180) days from the date of Lessor's notice); and

7.2 (i) Lessee commences a voluntary case under any bankruptcy law; (ii) Lessee fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Lessee in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Lessee remains undismissed or undischarged for a period of sixty (60) days.

7.3 Lessor's Remedies. If a Lessee Default has occurred and is continuing, Lessor may terminate this Agreement by written notice to Lessee following the expiration of the applicable cure period, and may exercise any other remedy it may have at law or equity.

7.4 Lessor Defaults. The following events shall be defaults with respect to Lessor (each, a "Lessor Default"):

7.4.1 Lessor breaches any material term of this Agreement and such breach remains uncured for thirty (30) days following notice of such breach to Lessor or, in the case of breach for any other term than payment, if Lessor has diligently commenced work to cure such breach during such thirty (30) day period but such breach is not capable of cure within such period, Lessor has failed to cure the breach within a further thirty (30) day period (such aggregate period not to exceed sixty (60) days from the date of Lessor's notice); and

7.4.2 (i) Lessor commences a voluntary case under any bankruptcy law; (ii) Lessor fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Lessor in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Lessor remains undismissed or undischarged for a period of sixty (60) days.

7.5 Lessee's Remedies. If a Lessor Default has occurred and is continuing, Lessee may terminate this Agreement by written notice to Lessor following the expiration of the applicable cure period. Lessee may also exercise any other remedy it may have at law or equity, including recovering from Lessor all resulting damages, which damages shall include, but not be limited to, the PPA Damages and all other amounts of any nature due under this Agreement.

8. LIMITATIONS.

8.1 Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE PARTIES AGREE THAT TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THE SYSTEM OR THIS AGREEMENT. THE FOREGOING NOTWITHSTANDING, THE PPA DAMAGES SHALL NOT BE CONSIDERED CONSEQUENTIAL DAMAGES AND SHALL NOT BE SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION.

8.2 Equitable Relief. The Parties acknowledge that money damages would not be a sufficient remedy for any breach of this Agreement, and that, accordingly, in the event of any such breach or threatened breach, either Party shall be entitled to immediately seek any and all remedies available to it at law or in equity, including but not limited to an injunction or specific performance, from a court of competent jurisdiction.

9. FINANCING ACCOMMODATIONS.

9.1.1 Lessor Acknowledgment. Lessor acknowledges that Lessee may finance the System and that Lessee's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a security interest in the System. Lessee acknowledges that nothing in this Section 9.1 shall relieve Lessee of its obligations and responsible under this Lease. In order to facilitate such financing, and with respect to each Financing Party Lessor agrees as follows:

9.1.2 Consent to Collateral Assignment. Lessee shall have the right to assign this Agreement as collateral for financing or refinancing of the System, and Lessor hereby consents to the collateral assignment by Lessee to any Financing Party of Lessee's right, title, and interest in and to this Agreement.

9.1.3 Financing Party's Rights Following Default. Notwithstanding any contrary term of this Agreement:

(a) Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Lessee, any and all rights and remedies of Lessee under this Agreement in accordance with the terms of this Agreement. Upon succeeding to Lessee's interest, Financing Party shall also be entitled to exercise all

rights and remedies of secured parties generally with respect to this Agreement and the System.

(b) Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty, or obligation required of Lessee hereunder or cause to be cured any default or event of default of Lessee in the time and manner provided by the terms of this Agreement. Nothing herein requires Financing Party to cure any default of Lessee (unless Financing Party has succeeded to Lessee's interests) to perform any act, duty, or obligation of Lessee, but Lessor hereby gives Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the System, including any sale thereof by Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Lessee to Financing Party, Financing Party shall give notice to Lessor of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a Lessee Default.

(d) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Lessee under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Lessor shall negotiate in good faith to enter into a new site lease agreement with Financing Party or its assignee on substantially the same terms as this Agreement.

9.1.4 Financing Party Cure Rights. Lessor shall not exercise any right to terminate or suspend this Agreement unless Lessor has given prior written notice to each Financing Party of which Lessor has received written notice from Lessee. Lessor's notice of an intent to terminate or suspend must specify the condition giving rise to such right. Financing Party has the longer of thirty (30) days and the cure period allowed for a default of that type under this Agreement to cure the condition; provided that if the condition cannot be cured within such time but can be cured within the extended period, Financing Party may have up to an additional ninety (90) days to cure if Financing Party commences to cure the condition within the thirty (30) day period and diligently pursues the cure thereafter. Lessor's and Lessee's obligations under this Agreement shall otherwise remain in effect, and Lessor and Lessee shall be required to fully perform all of their respective obligations under this Agreement during any cure period.

9.1.5 Continuation Following Cure. If Financing Party or its assignee acquires title to or control of Lessee's assets and cures all defaults existing as of the date of such change in title or control within the time allowed by Section 9.1.3, then this Agreement shall continue in full force and effect.

9.2 Notice of Defaults and Events of Default. Lessee agrees to deliver to each Financing Party a copy of all notices that Lessor delivers to Lessee pursuant to this Agreement. Lessor agrees to deliver such notices to Financing Party in accordance with 9.1.3

10. NOTICES.

10.1 Notices. Any notice required, permitted, or contemplated hereunder shall be

in writing and addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by notice hereunder. Such notices may be sent by personal delivery or recognized overnight courier, and shall be deemed effective upon receipt.

To Lessee: CEFIA Holdings LLC
845 Brook Street
Rocky Hill, CT 06067
Attention: General Counsel

To Lessor: Town of New Fairfield Board of Education
3 Brush Hill Rd.
New Fairfield, CT 06812
Attention: Superintendent of Schools
Phone: 203-312-5772

11. GOVERNING LAW; VENUE.

11.1 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws principles.

11.2 VENUE. LESSOR AND LESSEE EACH HEREBY IRREVOCABLY SUBMITS IN ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN FAIRFIELD COUNTY, CONNECTICUT AND WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION THAT IT MAY HAVE UNDER THE LAWS OF THE UNITED STATES OR OF ANY STATE. LESSOR AND LESSEE EACH WAIVE ANY OBJECTION THAT IT MAY HAVE (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS) TO THE LOCATION OF THE COURT IN WHICH ANY PROCEEDING IS COMMENCED.

12. INDEMNIFICATION.

12.1 Lessee's General Indemnity. Lessee shall indemnify, defend, and hold harmless Lessor (including Lessor's permitted successors and assigns) and Lessor's subsidiaries, directors, officers, members, shareholders, and employees (collectively, "Lessor Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Lessor Indemnified Parties arising from or relating to (i) Lessee's breach of this Agreement, or (ii) Lessee's negligence or willful misconduct, or (iii) any damage to structure, roof or building caused by negligent installation of the System, in whole or part. Lessee's indemnification obligations under this Section 12.1 shall not extend to any claim to the extent such claim is due to the gross negligence or willful misconduct of any Lessor Indemnified Party.

12.2 Lessee's Environmental Indemnity. Lessee shall indemnify, defend and hold harmless the Lessor Indemnified Parties against, any claims, costs, damages, fees, or penalties arising from a violation by Lessee or Lessee's agents or contractors of any federal, State, or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation, or presence of any Hazardous Material on or under the Premises.

12.3 Lessor's General Indemnity. Lessor shall indemnify, defend, and hold harmless Lessee (including Lessee's permitted successors and assigns) and Lessee's subsidiaries, directors, officers, members, shareholders, and employees (collectively, "Lessee Indemnified Parties") from and against any and all third-party claims, losses, costs, damages, and expenses, including PPA Damages and reasonable attorneys' fees, incurred by Lessee Indemnified Parties arising from or relating to (i) Lessor's breach of this Agreement, (ii) the negligence or willful misconduct of Lessor, Lessor's tenants, or Lessor's invitees, or (iii) the failure of building or roof to support, in whole or in part, the System if properly installed AND due to lessors failure to maintain such roof after lessees determination in Section 6.1.6 that the roof is adequate to support the System, including changes in roof surface incline. Lessor's indemnification obligations under this Section 12.3 shall not extend to any claim to the extent such claim is due to the gross negligence or willful misconduct of any Lessee Indemnified Party.

12.4 Lessor's Environmental Indemnity. Lessor shall indemnify, defend and hold harmless the Lessee Indemnified Parties for, from, and against, any claims, costs, damages, fees, or penalties, including PPA Damages, arising from the presence of any Hazardous Materials on or under the Premises, except to the extent that such presence is attributable to a violation by Lessee or Lessee's agents or contractors of any federal, State, or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation, or presence of any Hazardous Material on or under the Premises.

13. INSURANCE.

13.1 Insurance Required. Each Party shall maintain in full force and effect throughout the Term insurance coverage in the amounts and types set forth on Exhibit D. Each policy of insurance maintained by either Party shall (a) name the other party as loss payee (to the extent covering risk of loss or damage to the Premises or the System) and, to the extent commercially available, include a provision that such policy shall not be cancelled or amended with respect to the other party's interest without thirty (30) days' prior written notice to the other party; and (b) include the other party as an additional insured as its interests may appear (to the extent covering any other risk). Each Party shall, within ten (10) days of written request therefor, furnish current certificates of insurance to the other Party evidencing the insurance required hereunder. If a notice provision is not offered by the insurance carrier, the party obtaining insurance shall provide the required notice as described above to the other party.

13.2 Waiver of Subrogation. Each policy of insurance required hereunder shall provide for a waiver of subrogation rights against the other Party, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of that policy.

13.3 No Waiver of Obligations. The provisions of this Agreement shall not be construed in a manner so as to relieve any insurer of its obligations to pay any insurance proceeds in accordance with the terms and conditions of valid and collectable insurance policies. The liabilities of the Parties to one another shall not be limited by insurance.

14. MISCELLANEOUS.

14.1 Assignments. Neither Party shall have the right to assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. The foregoing notwithstanding, Lessee may assign any of its rights, duties, or obligations under this Agreement, without the consent of Lessor, (i) to any of its affiliates, (ii) to any third party in connection with a financing transaction or (iii) to any purchaser of the System. If Lessee assigns this Agreement to an unaffiliated third party, Lessee shall provide advance written notice of such assignment to Lessor, along with a statement describing the assignee's ability to perform Lessee's obligations under this Agreement.

14.2 Entire Agreement. This Agreement and the Solar PPA represent the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between the Parties with respect to the subject matter hereof.

14.3 Amendments. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Lessee and Lessor.

14.4 No Partnership or Joint Venture. Lessee and Lessee's agents, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Lessor. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

14.5 Headings; Exhibits. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement. Any Exhibits referenced within and attached to this Agreement, including any attachments to the Exhibits, shall be a part of this Agreement and are incorporate by reference herein.

14.6 Remedies Cumulative; Attorneys' Fees. No remedy herein conferred upon or reserved to any Party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

14.7 Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in a writing executed by the Party making such waiver.

14.8 Severability. If any part, term, or provisions of this Agreement is determined

by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable as a whole. Instead, the part of the Agreement found to be invalid, unenforceable, or illegal shall be amended, modified, or interpreted to the extent possible to most closely achieve the intent of the Parties and in the manner closest to the stricken provision.

14.9 Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or portable document format (".PDF") signatures shall have the same effect as original signatures, and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

14.10 No Partnership or Sale. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture, buyer and seller real property, or any other association between Lessor and Lessee, other than the relationship of lessor and lessee.

14.11 Memorandum of Lease. Lessor and Lessee agree to execute and record a memorandum of this Lease. Lessor shall execute, with notarization, and deliver to Lessee together with its initial delivery of the signed Agreement a recordable Memorandum of Lease in form reasonably acceptable to the Parties ("Memorandum of Lease") which shall include the Exhibit A description of the Project Site and which Lessee shall then record in the Official Records of the municipality in which the Project Site is located. Lessee shall be responsible for the cost of recordation.

14.12 Estoppel Certificate. From time to time, upon written request by Lessee, Lessor shall provide within seven (7) days thereafter an estoppel certificate attesting, to the knowledge of Lessor, of Lessee's compliance with the terms of this Agreement, or detailing any known issues of noncompliance.

15. CONNECTICUT FREEDOM OF INFORMATION ACT AND CONFIDENTIAL INFORMATION.

15.1 FOIA. The Parties are "public agencies" for purposes of the Connecticut Freedom of Information Act ("FOIA"). Accordingly, this Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information falling within one of the exemptions in Conn. Gen. Stat. § 1-210(b) and § 16-245n(d). .

15.2 Because only the particular information falling within one of these exemptions can be withheld by the Parties pursuant to an FOIA request, each Party should specifically and in writing identify to the other Party the information that Lessor claims to be exempt and should further provide a statement stating the basis for each claim of exemption. It will not be sufficient to state generally that the information is proprietary or confidential in nature and not, therefore, subject to release to third parties. A convincing explanation and rationale sufficient to justify each exemption consistent with General Statutes §1-210(b) and § 16-245n(d) must be

provided.

15.3 The Parties acknowledge that (1) they have no obligation to notify the Party of any FOIA request it receives, (2) each Party may disclose materials claimed by other Party to be exempt if in its judgment such materials do not appear to fall within a statutory exemption, (3) each Party may in its discretion notify the other Party of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but has no obligation to initiate, prosecute, or defend any legal proceeding, or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to a FOIA request, (4) each Party shall bear its own burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (5) in no event shall either Party or any of its officers, directors, or employees have any liability for the disclosure of documents or information in its possession where that Party, or such officer, director, or employee, in good faith believes the disclosure to be required under the FOIA or other law.

[SIGNATURE PAGE FOLLOWS]

| **IN WITNESS WHEREOF**, the Parties have caused this [Amended and Restated](#) System Site Lease Agreement to be duly executed and delivered as of the Effective Date.

LESSEE

LESSOR

CEFIA Holdings LLC

Town of New Fairfield Board of Education

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A**PREMISES; PROJECT SITE**

The Premises is all that certain real property together with all improvements, buildings, and other structures thereon known as 24 Gillotti Road, New Fairfield, CT 06812 (Assessor Map 23 Block 16 Lot 12, Assessor Account Number: 00218000).

The Project Site is the roof of the Premises approximately laid out as follows:



EXHIBIT B

ENCUMBRANCES ON LESSOR'S TITLE

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EXHIBIT C

SYSTEM DESCRIPTION

PROJECT SITE INFORMATION									
Host Customer Sector		Residential							
Project Site									
Site Address									
City, State, Zip		CT							
County									
Electric Utility Service									
Utility Company		Connecticut Light and Power				Annual Usage		558,600 kWh/yr	
Service Account Number		51457365054				Meter Number(s)			
EQUIPMENT INFORMATION									
PV Modules									
Array	Tilt	Azimuth	Manufacturer	Model Number	Model Rating	Quantity	Array Rating		
1	5.0°	190.0°	Hyundai Heavy Industries	HiS-S310TI	276.0 W-ptc	1194	329,544.0 W-ptc		
Shading Obstruction Angles:		East: 0	-60°: 0	-30°: 0	South: 0	+30°: 0	+60°: 0	West: 0	
Inverters									
Array	Manufacturer	Model Number	Model Rating	Quantity	Efficiency				
1	Solectria Renewables	PVI 28TL-480	28,000 W-AC	10	98.0%				
DC-STC System Rating						370.140 kW			
CEC-PTC System Rating						329.544 kW			
System Orientation									
<input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Single-Axis Tracking <input type="checkbox"/> Dual-Axis Tracking									
Energy Production									
Estimated Annual Energy Production						436,862 kWh/yr			

EXHIBIT D

INSURANCE REQUIREMENTS

(a) Lessee shall obtain and maintain the following insurance policies:

(i) General liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the System of not less than five million dollars (\$5,000,000) per occurrence Lessor shall be named as an additional insured under this liability insurance, provided however that Lessee shall in no event be obligated to repair or replace Lessor's buildings or Premises;

(ii) Lessee may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage; and

(iii) Lessee may elect to self-insure any or all of the insurance requirements contained in this Agreement.

(b) Lessor shall obtain and maintain the following insurance policies:

(i) Workers' compensation insurance.

(ii) Employer's liability insurance with limits of not less than one million dollars (\$1,000,000);

(iii) General liability insurance against liability for injury to or death of any Person or damage to property in connection with the use, operation or condition of the Premises or System of not less than five million dollars (\$5,000,000) per occurrence. Lessee shall be named as an additional insured under this liability insurance;

(iv) Property insurance on the Premises, written on an "all risk" or broad special perils form, in an amount equal to the full current replacement value of the property, on an agreed value (no coinsurance) basis, and with a deductible not to exceed \$10,000. Such coverage may be written as part of a blanket property policy as long as such blanket policy does not include a margin clause. Lessee must be named as loss payee on the policy with ISO form CP 12 18 06 07 Loss Payable Provisions, Clause D, or equivalent, and the policy must provide for ten (10) days' notice to Lessee in the event of cancellation or nonrenewal;

(v) Lessor may satisfy the insurance requirements contained in this Agreement though any combination of primary and/or excess coverage.

Unless otherwise agreed to in writing by Lessee, insurance is to be placed with insurers admitted in the State of Connecticut who have a Best's Insurance Reports rating of no less than "A-".