

LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) is made and entered into this ____ day of November, 2013, by and between **The Town of Chilmark**, a political subdivision of The Commonwealth of Massachusetts (the “**Landlord**”) and **Vineyard Power Solar IV, LLC**, a Delaware limited liability company (“**Tenant**”).

RECITALS

A. Landlord owns the land commonly known as the Town of Chilmark Landfill located at Tabor House Rd., Chilmark, MA 02535 (the “**Property**”);

B. Pursuant to the terms of a Power Purchase and Agreement of even date herewith between Landlord and Tenant (the “**PPA**”), Landlord, in its capacity as the Host under the PPA, has engaged Tenant to install, operate, use, modify, maintain, repair and replace, from time to time, certain equipment generally described on **Exhibit A** attached hereto on the Property described herein (such equipment is referred to as the “**System**”);

C. Subject to the terms and conditions herein contained, Tenant wishes to lease from Landlord and Landlord wishes to lease to Tenant a portion of the Property (collectively referred to herein as the “**Leased Area**”), which such Leased Area are all more particularly described in and shown on **Exhibit B** attached hereto (the “**Site Plan**”);

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Lease. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the Term (as defined below) the Leased Area, together with a non-exclusive license with respect to other portions of the Property to access, install, operate, use, modify, maintain, repair and replace the System on the Leased Area as reasonably necessary to perform the installation work (construction and installation of the System and the start-up, testing and acceptance thereof), the operations and maintenance work (operation, repair, monitoring and maintenance services including the monitoring and maintenance of metering equipment determining the quantity of electricity produced by the System), and testing or other activities to monitor and measure solar radiance. This Lease includes, in accordance with the terms of the Lease, the rights to (a) ingress and egress to the Leased Area, (b) place monitoring equipment on the Leased Area to measure solar radiance and other climatic variables on the Leased Area and at other relevant locations at the Property, if any, subject to Landlord’s consent as to the specifications and location of such equipment, such consent not to be unreasonably withheld, (c) place the System on the Leased Area pursuant to the terms of the Lease, including without limitation the right to install one or more concrete pads on the Leased Area to support electrical inverter and switchgear equipment and the right to install electrical switchgear equipment on the Leased Area and a shutoff switch on the Leased Area, (d) access portions of the Property necessary to install and maintain the System, (e) have access to install and modify, as necessary, electrical panels and electrical conduits and wiring to interconnect the components of the System with each other

and with Property electrical wiring subject to Landlord's consent as to the specifications and modifications, such consent not to be unreasonably withheld, (f) access to other necessary utilities for Tenant and its employees, contractors and sub-contractors, and local electric utility personnel, as necessary. Landlord hereby agrees to provide Tenant the right to use mutually agreeable areas on the Property for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the installation of the System, and access for rigging and material handling, and for construction lay down.

2. Term. The term of the Lease (the "**Term**") shall commence on the date hereof and expire on the date that is the tenth (10th) anniversary of the Commercial Operation Date (as such term is defined in the PPA) of the System; provided, that if the term of the PPA is extended for an Extension Term (as such term is defined in the PPA), the Term of the Lease shall be automatically extended for the full duration of such Extension Term. If the PPA is terminated due to an event of default of the Landlord in its capacity as Host under the PPA or Landlord, in its capacity as the Host under the PPA does not choose to extend the PPA for an Extension Term or elect to purchase the System at its fair market value in accordance with the terms of the PPA, the Tenant shall have the option to extend the term of this Lease for an additional three (3) five (5) year periods for a maximum term through to and including the twenty-fifth (25th) anniversary of the Commercial Operation Date of the System, provided, however, that Landlord shall have the election to not have the Term of the Lease Extended which election shall be exercisable by Landlord giving written notice to Tenant of Landlord's intent to not extend the lease. In the event of such election by Landlord, Tenant shall remove the System (as defined in the PPA) from the Property to other property on Martha's Vineyard, and restore the Property to its previous condition to the extent practicable and requested by Landlord, within 120 days of the expiration of the lease Term, at Landlord's sole cost and expense. Tenant shall have the right to set off against any lease payments due to Landlord the reasonable costs and expense of removal of the System and restoration. Tenant shall deliver to Landlord written notice of its intent to extend the Term of this Lease not later than ninety (90) days before the end of the then current term. In the event that the PPA is terminated due to the failure of the Tenant in its capacity as the System Owner thereunder to have achieved specified conditions precedent, including under Section 3.6 thereof, or otherwise under Section 3 thereof, this Lease shall terminate automatically unless the parties mutually agree otherwise.

3. Rent. Rent during the Term shall be Four Thousand Five Hundred Dollars (\$4,500) per each year of the Term ("**Rent**"). Each such year shall be measured from the Commercial Operation Date of the System through to and including each successive anniversary of the Commercial Operation Date of the System. Payment of such Rent for the first ten (10) years of the Term shall be deferred until the date that is ninety (90) days after the tenth (10th) anniversary of the Commercial Operation Date, upon which date the Tenant shall pay the amount of all accrued and deferred Rent. Interest will accrue on each year's outstanding deferred amount of Rent, accrued in arrears, at the applicable federal rate (as defined in Section 1274(d) of the Internal Revenue Code of 1986, as amended) in effect on the date of each anniversary of the Commercial Operation Date. The Tenant shall pay such interest on each of the first ten anniversaries of the Commercial Operation Date or, if the day of such anniversary is not a business day, on the subsequent business day. In the event that this Lease is continued in accordance with its terms after the tenth (10th) anniversary of the Commercial Operation Date of

the System, each subsequent year's Rent shall be payable (without interest thereon) not later than thirty (30) days after each successive anniversary of the Commercial Operation Date until the termination of this Lease. Landlord hereby agrees to reduce the Rent due under this Section 3 by the amount equal to any property taxes assessed to the System.

4. Use; No Shading. Tenant shall use the Leased Area and appurtenant rights for the installation, operation, use, modification, maintenance, repair and replacement of the System. During installation of the System, Tenant shall clean up any staging areas and upon completion of the installation work shall restore the staging area to its previous condition. Tenant shall be responsible for any dangerous conditions created during the installation and operation of the System and shall render any such conditions not dangerous upon completion of the installation and operation of the System. Landlord agrees that during the Term, it shall not grant a lease, license, easement or any other rights in the Leased Area or the remainder of the Property that would diminish the System's access to sunlight and insolation. Landlord shall provide Tenant with the right to use and pass through such other portions of the Property generally and reasonable necessary for access to the Leased Area for operations and maintenance of the System. Landlord shall not take any action, directly or indirectly, including erecting any buildings or structures that would reduce the amount of solar radiation reaching the System. Landlord further agrees that Tenant shall have the right to cut, trim or prune or relocate any trees or other flora as necessary to avoid such trees and any other flora from reducing solar radiation reaching the System, after notice to and approval of Landlord, which approval shall not be unreasonably withheld.

5. System is Personal Property. Subject to the Landlord's rights to purchase the System pursuant to the terms of the PPA, Landlord agrees that: (i) the System is, and at all times shall be, personal property of Tenant, (ii) notwithstanding the System may be affixed to the Leased Area, it shall not be deemed a fixture, and (iii) Tenant is the exclusive owner and operator of the System (and electricity generated by the same). Landlord shall not suffer or permit the System to be or become subject to any lien or encumbrance for debt of any kind that may be now or hereafter owed by or demanded of Landlord.

6. Metering. At the request of the Tenant, the Landlord agrees to establish and maintain at the Leased Area in its own name throughout the Term of this Lease, electrical service from the local electric distribution company for the purposes of interconnecting the System to the local electric distribution system and accruing any net metering in the name of the Landlord. If the Term of this Lease is extended beyond the tenth (10th) anniversary of the Commercial Operation Date of the System and the PPA is terminated and the Landlord does not elect to purchase the System at its fair market value in accordance with the terms of the PPA, Landlord agrees to transfer such electric service into the name of the Tenant or its designee or, at the request of the Tenant, to establish new service at the site for the exclusive interconnection of the System.

7. Removal of the System. Tenant may remove the System from the Leased Area upon the termination of the PPA but shall otherwise be permitted (subject to Landlord's purchase rights under the PPA) to maintain the System on the Leased Area for any extension of the term of this Lease and shall be permitted to sell electricity to third parties in the event the PPA is terminated for any reason other than an event of default of the Tenant hereunder or as System

Owner under the PPA. Following an expiration or earlier termination of this Lease according to its terms, Tenant shall, at Tenant's sole cost and expense, remove all of the tangible property comprising the System from the Leased Area, and repair any damage resulting from such removal and shall return the Leased Area to the same condition as it was on the Effective Date except for any reasonable use and wear. If Tenant fails to remove or commence substantial efforts to remove the System within sixty (60) days of the date this Lease terminates without continuation pursuant the terms hereof, and Landlord has not purchased the System as permitted under the terms of the PPA, Landlord shall have right, at its option, to remove the System and restore the Leased Area to its original condition (other than ordinary wear and tear) and Tenant shall reimburse Landlord for its reasonable out of pocket and third-party costs and expenses incurred by Landlord in removing and storing the System, and in restoring the Leased Area, or Landlord can reimburse itself from any Decommissioning Assurance (as defined in and provided for in the PPA). This Section 7 shall not be interpreted in any way to limit Tenant's rights under Section 2 of this Lease.

8. Insurance. Tenant shall carry the insurance required of it under the PPA. Landlord hereby waives and releases Tenant and its Affiliates (as defined in the PPA) and their respective agents and employees from any loss or damage to the property of Landlord located on the Property or comprising a part thereof to the extent of recovery under such insurance, except to the extent that such loss or damage is caused by the negligence of Tenant. Landlord and Tenant shall furnish current certificates evidencing that the insurance required under the PPA and this Section 8 is being maintained.

9. Indemnity.

(a) Indemnification by Tenant. Tenant agrees that it shall indemnify, hold harmless and defend Landlord, and its officers, employees, agents, invitees, independent contractors and its successors and permitted assigns (collectively, the "**Landlord Indemnified Parties**") from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, actions or proceedings, including reasonable attorneys' fees and all court costs and fees actually incurred or paid by a Landlord Person (as defined below) incurred by any of the Landlord Indemnified Parties in connection therewith, arising from or out of any material acts, omissions or other conduct of Tenant or any of its officers, agents, employees, contractors or subcontractors in connection with property damage, violations of Applicable Law or personal injury at the Property to the extent arising out of Tenant's negligence or willful misconduct. Tenant shall not, however, be required to reimburse or indemnify any Landlord Indemnified Party for any loss or claim to the extent such loss or claim is due, in whole or in part, to the negligence or willful misconduct of any Landlord Indemnified Party or any Landlord Persons (as defined below).

(b) Indemnification by Landlord. To the extent permitted by Applicable Law (as defined in the PPA), Landlord shall indemnify, hold harmless and defend Tenant and its Affiliates and their respective officers, employees, agents, invitees, independent contractors, successors and assigns ("**Tenant Persons**"), from any and all costs, claims, liabilities, penalties, fines, damages, expenses, causes of actions, suits, or judgments, including reasonable attorneys' fees and all court costs and fees actually incurred or paid by a Tenant Person in connection with the claims of third parties or any proceeding by a Governmental Authority (as defined in the

PPA) (to the extent not actually recovered from insurance proceeds available from insurance coverage carried by such Tenant Person) that arise from or relate to (i) any material breach by Landlord in the performance of the duties, and obligations of Landlord as set forth in this Lease; (ii) Landlord's use, occupancy, conduct, operation or management of the landfill or the solid waste disposal facility, including (A) any material violation of Applicable Law (as defined in the PPA) including any post-closure use permit issued by the Massachusetts Department of Environmental Protection or Applicable Law by Landlord or any officer, employee, agent, invitee, independent contractor, successor and assign of Landlord ("**Landlord Persons**"), and (B) any willful misconduct or negligent material act or omission of a Landlord Person, or (iii) any material contamination or other environmental condition at the Landfill, whether now known or hereafter discovered, other than and to the extent any such contamination or environmental condition is caused by Tenant or any Tenant Person. Landlord shall not, however, be required to reimburse or indemnify any Tenant Person for any loss or claim to the extent such loss or claim is due to the negligence or willful misconduct of any Tenant Persons.

10. Assignment; Leasehold Financing.

Landlord acknowledges that Tenant may finance the acquisition and installation of the System through one or more loans from one or more financial institutions and/or equity investments by investors in an affiliate entity of Tenant (each, a "**Financing Party**"), and that Tenant's obligations to a Financing Party may be secured by, among other collateral, a mortgage, security interest and/or other lien on Tenant's leasehold estate established hereunder and Tenant's ownership interest in the System. In order to facilitate such financing transaction, and with respect to any such Financing Parties of whom Tenant shall give Landlord written notice, Landlord hereby consents to the mortgage, security interest and/or other lien on Tenant's leasehold estate established hereunder and Tenant's ownership interest in the System, and, upon request of Tenant or any such Financing Party, shall execute and deliver such instruments, consents, estoppel certificates and other documents as may be reasonably required by a Financing Party in connection with the same. Without limiting the foregoing, Landlord hereby agrees to give any Financing Party, of whom Tenant shall have given Landlord written notice, notice of any default by Tenant hereunder and a reasonable opportunity to cure any default (which shall include such time as such Financing Party may require to foreclose its leasehold mortgage if deemed necessary by such Financing Party). Landlord agrees, upon a Financing Party's request, to enter into a new lease with such Financing Party, or any designee of such Financing Party, upon the same terms and conditions of the Lease (or such other terms and conditions as Landlord and such Financing Party may agree). In addition to the foregoing, any equity interest in the Tenant shall be transferable to Tenant's Affiliates as Tenant may see fit without the prior written consent of Landlord, provided that Vineyard Power Solar, Inc. shall remain the manager of Tenant for the duration of the term.

In addition to, and consistent with, the foregoing in this Section 10, the terms of Sections 15.3 and 15.4 of the PPA are hereby incorporated into and made a party of this Lease, with all necessary changes being made, *mutatis mutandis*.

11. Quiet Enjoyment. Landlord covenants and agrees that Tenant, provided that it remains in compliance with its obligations under the Lease, shall lawfully and quietly have, hold, occupy and enjoy the Leased Area and the appurtenant rights thereto in accordance with the

terms hereof throughout the term of this Lease free from any claim of any person or entity of superior title thereto without hindrance to, interference with or molestation of Tenant's use and enjoyment thereof.

12. Non-Disturbance Agreement. Landlord shall obtain a non-disturbance agreement from any person or entity who now has or may in the future obtain an interest in its portion of the Leased Area, including, without limitation, any lenders of the Landlord, which non-disturbance agreement shall (a) acknowledge Tenant's right hereunder, and agree not to disturb Tenant's quiet possession of the applicable portion of the Leased Area during the Term so long as Tenant is performing its obligations under the Lease; and (b) acknowledge Tenant's ownership of the System and that such person or entity has no interest in the System and will not acquire any interest in the System by virtue of the performance or non-performance of the Lease or such Landlord mortgage.

13. System Loss. Tenant shall bear the risk of any loss or damage to the System ("System Loss"), except to the extent such System Loss results from the negligence of Landlord or Landlord's agents, representatives, customers, vendors, visitors, employees, contractors, or invitees. In the event of any System Loss that, in the reasonable judgment of Tenant, results in less than total damage, destruction or loss of the System, this Agreement shall remain in full force and effect and Tenant has the option, at Tenant's sole cost and expense, to repair or replace the System as quickly as practicable. Tenant shall be entitled to all proceeds of insurance with respect to the System in connection with any System Loss. In the event of any System Loss that, in the reasonable judgment of Tenant results in total damage, destruction or loss of the System, Tenant shall, within twenty (20) business days following the occurrence of such System Loss, notify Landlord of such damage, destruction or loss and further notify Landlord as to whether Tenant is willing to repair or replace the System pursuant to this Section 13. In the event that Tenant opts not to repair or replace the System and notifies Landlord of this decision (which notification shall be presumed if no notice is given within such twenty (20) business day period), this Agreement will terminate automatically effective upon the receipt of such notice of the decision not to repair or replace the System or expiration of such period without such notice having been given (as the case may be), and Tenant shall be entitled to all proceeds of insurance with respect to the System in connection with such System Loss, provided however, proceeds paid on account of damage to the Premises shall be paid to Landlord or used to repair the damage, and Tenant's obligations under Section 7 hereof to remove the System (as damaged) shall remain.

14. Landlord's Duties. Subject to Section 3.4 (e) of the PPA and any allocation agreements reached thereunder, Landlord shall be responsible for complying with all requirements and obligations set forth in the landfill's closure permit and any post-closure use permit, except to extent such requirement or obligation arises from the negligent acts or omissions of the Tenant or apply to the ownership and operation of the System, provided, however, that if the closure permit or post-closure use permit imposes any material requirements on Tenant or Landlord, Landlord and Tenant shall negotiate in good faith as needed to amend the applicable provisions of this Lease in order to comply with such requirements and obligations. Landlord shall be responsible for operating any LFGMS (as defined in Exhibit B), if any, and any flare in accordance with the provisions of any closure permit and post-closure permit.

15. Successors and Assigns. This Lease shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

16. Notice of Lease. The parties shall, upon the request of a party, execute, acknowledge and record a notice of this Lease as permitted under Section 4 of Chapter 183 of the Massachusetts General Laws.

17. Notices. Any notice required to be given by a party pursuant to the Lease, shall be in writing and shall be deemed to have been properly given, rendered or made only if personally delivered, or if sent by certified U.S. Mail, return receipt requested or overnight delivery service, addressed to the other party at the addresses set forth above (or to such other address as Landlord or Tenant may designate to each other from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or refused, or three (3) business days after having been sent by certified U.S. Mail, return receipt requested.

18. Miscellaneous.

A. *Governing Law.* This Lease shall be governed by, and construed and enforced in accordance with, the substantive laws of the Commonwealth of Massachusetts without reference to its principles of conflicts of laws.

B. *Severability.* If any term, covenant or condition in the Lease shall, to any extent, be invalid or unenforceable in any respect under the laws governing the Lease, the remainder of the Lease shall not be affected thereby, and each term, covenant or condition of the Lease shall be valid and enforceable to the fullest extent permitted by applicable law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the parties and to the intended economic benefits of the parties.

C. *Relation of the Parties.* The relationship between Tenant and Landlord is that of tenant and landlord, and not that of partners, agents, or joint venturers, and nothing contained in the Lease shall be deemed to constitute a partnership or agency agreement between them for any purposes.

D. *Counterparts.* This Lease may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Lease Agreement has been fully executed as an instrument under seal and delivered as of the day and year specified at the beginning hereof.

LANDLORD:

Town of Chilmark, a political subdivision of the Commonwealth of Massachusetts

By: _____

Name: Warren M. Doty

Title: Chairman, Board of Selectmen

By: _____

Name: William N. Rossi

Title: Member, Board of Selectmen

By: _____

Name: Jonathan E. Mayhew

Title: Member, Board of Selectmen

TENANT:

VINEYARD POWER SOLAR IV, LLC

a Delaware limited liability company

By: Vineyard Power Solar, Inc.,

a Massachusetts corporation,

its Manager

By: _____

Name: Richard Andre

Title: President

EXHIBIT A
SYSTEM

Project Name:	Chilmark
System Size	99.4KW
Module Type	
# of meters	1

Address	Array #	Module Angle:	Orient ation:	Modules:	Quantity

EXHIBIT B

DESCRIPTION OF LEASED AREA

The Leased Area shall mean such portion of the surface and the sub-surface of the Property to a depth to the geo-textile surface estimated between 5” and 8” below the surface of such parcel necessary to construct, maintain, service and deconstruct and remove a solar array, including ingress and egress from the public roads for vehicular and pedestrian access therefor, and rights to place such equipment and lines as may be necessary to interconnect the System to the Delivery Point and the infrastructure of the Local Distribution Company, in each case as shown on the site plan prepared by South Mountain Company attached hereto as the Effective Date, as supplemented or replaced by Tenant, as permitted by this Agreement or the PPA, by delivering an as-built drawing of the System and this Leased Area after the Commercial Operation Date of the System. The Delivery Point (as defined in the PPA) shall be located at such place or places indicated on such drawings.

Landlord shall have the reserved right to enter into the Leased Area at any time for such purposes as are necessary for Landlord to fulfill its obligations hereunder or comply with the terms of any Applicable Law or any permit or, in general, to operate and maintain the landfill.

Landlord and Tenant expressly acknowledge and agree that Landlord has not and shall not demise and lease to Tenant and Tenant has not and shall not accept or lease from Landlord any portion of the Landfill, the cap installed thereon (which shall be maintained by Landlord), equipment for the LFGMS (as defined below), and any areas reserved for the installation of or in which equipment has already been installed for the Landfill’s methane gas extraction, collection, management and flaring system, if any, (“LFGMS”) or any improvements, land, or fixtures relating thereto, whether arising under the landfill’s closure permit, any post-closure re-use permit, or otherwise. For purposes of this paragraph only the term “Landfill” (when capitalized) shall mean all of the Property, including the depth below the surface, except to the extent it is included in the Leased Area.