Administrator

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MONMOUTH APPROVING A SOLAR LEASE/SUBLEASE AGREEMENT WITH THE TOWNSHIP OF MIDDLETOWN AND PORT BELFORD SOLAR FARM, LLC IN RELATION TO A PROPOSED SOLAR FARM AS PART OF THE PORT BELFORD REDEVELOPMENT PROJECT

WHEREAS, the County of Monmouth (the "*County*") is the owner of certain real property located in the Township of Middletown (the "*Township*") designated as Block 306, Lot 66 on the official tax maps of the Township (the "*County Property*"), and currently is the site of the Belford Landfill, the parking lot for the Port Belford Ferry Terminal, the County's composting facility, and an area for depositing of dredge spoils; and

WHEREAS, the County Property (along with other various properties) is located in an "area in need of redevelopment" (the "*Redevelopment Area*") as designated by the Township pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the "*LRHL*") and is part of the Port Belford Redevelopment Plan adopted by the Township (the "*Redevelopment Plan*"); and

WHEREAS, the Township has designated Port Monmouth Residential Holdings, LLC (the "*Master Redeveloper*") as the "redeveloper" of certain properties in the Township, including the County Property, in accordance with the LRHL; and

WHEREAS, the Township has designated Port Belford Solar Farm, LLC (the "*Solar Redeveloper*") as the sub-"redeveloper" of a portion of the County Property, which portion is improved

with certain capped landfill areas and areas of historic fill, for the purpose of undertaking a redevelopment project (the "*Project*") consisting of the construction of an approximately 20 MW dc grid-supply solar farm (the "*System*") for the generation of electricity for sale to the electricity grid managed by PJM Interconnection, L.L.C. in the electric distribution territory of Jersey Central Power and Light; and

WHEREAS, the Township, the Master Redeveloper and the Solar Redeveloper have entered into a Sub-Redevelopment Agreement in respect of the Project; and

WHEREAS, for the undertaking of the Project, the Tenant will lease a portion of the County Property (the "*Premises*"), which such Premises is delineated as "Lot 1 Solar Field 151.28 AC+/-" on the Conceptual Subdivision Plan attached hereto as Exhibit A, and which such delineation is subject to adjustment as provided in hereinafter-defined Lease Agreement, and which such Premises includes the "capped" areas of the County Property commonly known as the Belford Landfill and certain adjoining lands, but such Premises does not include the active portions of the Belford Landfill (including areas used for disposal of dredged spoils delivered by the United States Army Corps of Engineers), the Township composting facility, the parking lot for the Port Belford Ferry Terminal, nor any passive recreation uses which may be developed on the County Property; and

WHEREAS, it is anticipated that the County Property will be subdivided, whereupon the Premises will be a separate tax lot; and

WHEREAS, as a properly closed landfill, a portion of the County Property, including the Premises, is subject to regulatory oversight by the New Jersey Department of Environmental Protection (the "*NJDEP*"); and

WHEREAS, NJDEP regulations include, without limitation, certain ongoing testing and monitoring requirements, and prohibitions against certain activities and/or requirements for acquiring NJDEP consent prior to undertaking certain activities set forth in the Landfill Closure and Post Closure Care Plan applicable thereto (the "*Environmental Constraints*"); and

WHEREAS, consistent with the Sub-Redevelopment Agreement, the Solar Redeveloper has agreed to, among other things: (i) apply for NJDEP approval of a modification of the Landfill Closure Plan and Post Closure Care Plan for the portion of the Belford Landfill located on the Premises in order to permit the construction of the System on the Premises; and (ii) assume responsibility for the obligations and requirements reflected in the Landfill Closure and Post Closure Care Plan related to repair and maintenance of the landfill cap located on the Premises (the "*Closure Obligations*"); and

WHEREAS, the County shall remain responsible for all obligations and requirements reflected in the Landfill Closure and Post Closure Care Plan not related to the landfill cap including, but not limited to, all obligations and requirements related to landfill gas and groundwater monitoring (as to which the County will retain certain rights and obligations); and

WHEREAS, pursuant to N.J.S.A. 40A:12-4(a), the Township may acquire any real property or any interest or estate therein, either within or without the Township, except that no such property belonging to, among other things, a county, such as Landlord, shall be acquired without its express consent; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-8(b), upon adoption of a redevelopment plan, the Township may lease property or improvements to any other party, such as the Solar Redeveloper, without public bidding and at such prices and upon such terms as it deems reasonable, provided that the lease is made in conjunction with a redevelopment plan; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-9(a), any such lease from the Township under N.J.S.A. 40A:12A-8(b) shall contain a covenant running with the land requiring that the Solar Redeveloper shall construct only the uses established in the current redevelopment plan, and certain other requirements; and

WHEREAS, the County, as the lessor, wishes to lease the Premises to the Township, and the Township, as the lessee, wishes to lease the Premises from the Landlord, pursuant to the terms of the Lease Agreement; and

WHEREAS, in furtherance of the redevelopment plan governing the Premises and for the purpose of enabling the Solar Redeveloper to undertake the Project, the Township, as the sublessor, wishes to sublease the entire Premises to the Solar Redeveloper, and the Solar Redeveloper, as the

sublessee, wishes to sublease the entire Premises from the Township, pursuant to the terms of the Lease Agreement; and

WHEREAS, the term of the lease and the Lease Agreement (the "*Lease Term*") shall be from the effective date of the Lease Agreement until 11:59 P.M. on the date that is 19 years and 364 days following the effective date of the Lease Agreement (unless and until the Lease Agreement is sooner terminated pursuant to its provisions); and

WHEREAS, such sublease, pursuant to the Lease Agreement, shall commence on the day immediately following the effective date of Lease Agreement but shall otherwise run concurrently with the Lease Term; and

WHEREAS, it is the intent of the Lease Agreement that the Township will not have any obligations under the Lease Agreement, except as specifically set forth in the Lease Agreement, despite the Township leasing the Premises from the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Monmouth as follows:

1. The Solar Lease/Sublease Agreement in the form attached hereto as Exhibit B (the "Lease Agreement") is hereby approved. The Commissioner Director, or his designee, is authorized to execute the Lease Agreement in substantially such form, with such changes as he shall determine, in consultation with County Counsel, such determination to be conclusively evidenced by his execution thereof. The Clerk of the Board of County Commissioners is hereby authorized and directed to attest to the execution of the Lease Agreement and to affix the

official seal of the County thereto.

2. The Commissioner Director, or his designee, is authorized to negotiate any documents necessary to effectuate the Lease Agreement, subject to further Board approval of such documents.

3. The County confirms that, inasmuch as the Tenant is contractually assuming all Closure Obligations and has agreed to abide by all Environmental Constraints, the Premises are no longer needed for public use during the Lease Term, except as otherwise provided in the Lease Agreement.

4. The County consents to the subleasing of the Premises by the Township to the Solar Redeveloper, as provided in the Lease Agreement, and recognizes the Solar Redeveloper as the sublessee thereunder.

5. The County shall take such action as is necessary or required in order to subdivide the County Property in order to effectuate the Project, and the goals of the County, and in order to effectuate the execution of the Lease Agreement.

6. This Resolution shall take effect immediately.

BE IT FURTHER RESOLVED that the Clerk shall forward a certified true copy of this resolution to the County Administrator; County Counsel and Special County Counsel, Christopher M. Walrath, Esquire, Dilworth Paxson, LLP, 4 Paragon Way, Suite 400, Freehold, New Jersey 07728.

Exhibit A

(Conceptual Subdivision Plan)

LOT 5
PUBLIC IMPROVEMENTS
13.60 AC ±

LOT 7
PARKING GARAGE
1.60 AC ±

LOT 3
RESIDENTIAL / RETAIL /
RESTAURANTS
14.98 AC ±

LOT 2
SOIL
STOCKPILE
15.32 AC ±

LOT 6
OPEN SPACE &
RECREATION
8.68 AC ±

BLOCK 306
LOT 66
N/F LANDS OF
COUNTY OF MONMOUTH

LOT 1
SOLAR FIELD
151.28 AC ±

LOT 4
COUNTY
RECYCLING
FACILITY
22.96 AC ±

CONCEPTUAL SUBDIVISION PLAN(S)
PORT BELFORD
FERRY DISTRICT REDEVELOPMENT
CONCEPTUAL SUBDIVISION PLAN
BLOCK 306, LOT 66
TOWNSHIP OF WEST ENGLISHTOWN, MONMOUTH COUNTY, NEW JERSEY

PRELIMINARY

Bowman

SHEET NO. 1 OF 1

Exhibit B

(Form of Lease Agreement)

SOLAR LEASE/SUBLEASE AGREEMENT
Port Belford Solar Farm

THIS SOLAR LEASE/SUBLEASE AGREEMENT (this "Lease") is made on this __ day of September 2023 (the "Effective Date"), by and among the **County of Monmouth, New Jersey**, a body corporate and politic of the State of New Jersey ("Landlord"), the **Township of Middletown**, a body corporate and politic of the State of New Jersey (the "Township"), and **Port Belford Solar Farm, LLC**, a New Jersey limited liability company ("Tenant", and together with Landlord and the Township, the "Parties").

RECITALS

A. Landlord is the fee simple owner of certain real property located in the Township that is identified on the Township tax map as Lot 66 in Block 306, as more particularly described on **Exhibit A** annexed hereto and made a part this Lease (the "County Property").

B. The Township has heretofore designated Port Monmouth Residential Holdings, LLC ("Master Redeveloper") as the "redeveloper" of certain properties in the Township, including the County Property. The Township, Master Redeveloper and Tenant have entered into a Sub-Redevelopment Agreement dated September _____ 2023 (as the same may be amended or supplemented from time to time, the "Sub-Redevelopment Agreement"), by which the Township has designated Tenant as the sub-"redeveloper" of a portion of the County Property, which portion is improved with certain capped landfill areas and areas of historic fill, for the purpose of undertaking a redevelopment project (the "Project"), consisting of the construction an approximately 20 MW dc grid-supply solar farm (the "System") for the generation of electricity for sale to the electricity grid managed by PJM Interconnection, L.L.C. ("PJM") in the electric distribution territory of Jersey Central Power & Light (the "Utility").

C. In order to undertake the Project, the Tenant desires to lease a portion of the County Property (the "Premises"), which Premises is currently delineated as "Lot 1 Solar Field 151.28 AC±" on the Conceptual Subdivision Plan, a copy of which is annexed hereto and made a part hereof as **Exhibit B** which delineation is subject to adjustment as provided for in Section 2.b below herein, and which for the avoidance of doubt includes the "capped" areas of the County Property commonly known as the Belford Landfill and certain adjoining lands, but does not include the active portions of the Belford Landfill (including areas used for disposal of dredged spoils delivered by the United States Army Corps of Engineers), the Township composting facility, the parking lot for the Port Belford Ferry Terminal, or any passive recreation uses which may be developed on the County Property.

D. During the Term (defined in Section 3.a) the County Property is anticipated to be subdivided, and upon the perfection of the subdivision, the Premises will be a separate tax lot.

E. As a properly closed landfill, a portion of the County Property, including the Premises, is subject to regulatory oversight by the New Jersey Department of Environmental Protection ("NJDEP"), including without limitation, certain ongoing testing and monitoring

requirements, and prohibitions against certain activities and/or requirements for obtaining NJDEP consent prior to undertaking certain activities as set forth in the Landfill Closure and Post Closure Care Plan (hereinafter the "Environmental Constraints"). A copy of the Landfill Closure and Post Closure Care Plan is attached hereto and made a part hereof as **Exhibit C**.

F. Consistent with the Sub-Redevelopment Agreement, Tenant has agreed to, among other things: (i) apply for NJDEP approval of a modification of the Landfill Closure Plan and Post Closure Care Plan for the portion of the Belford Landfill located on the Premises to permit the construction of the System on the Premises; and (ii) assume responsibility for the obligations and requirements reflected in the Landfill Closure and Post Closure Care Plan related to repair and maintenance of the landfill cap located on the Premises (the "Closure Obligations"). Landlord shall remain responsible for all obligations and requirements reflected in the Landfill Closure and Post Closure Care Plan not related to the landfill cap including, but not limited to, all obligations and requirements related to landfill gas and groundwater (the "Gas/Groundwater Monitoring and Remediation Obligation").

G. Pursuant to N.J.S.A. 40A:12-4(a), the Township may acquire any real property or any interest or estate therein, either within or without the Township, except that no such property belonging to, among other things, a county, such as Landlord, shall be acquired without its express consent.

H. Pursuant to N.J.S.A. 40A:12A-8(b), upon adoption of a redevelopment plan the Township may lease property or improvements to any other party, such as Tenant, without public bidding and at such prices and upon such terms as it deems reasonable, provided that the lease is made in conjunction with a redevelopment plan. Pursuant to N.J.S.A. 40A:12A-9(a), any such lease shall contain a covenant running with the land requiring that the tenant shall construct only the uses established in the current redevelopment plan, and certain other requirements.

I. Landlord has determined that, provided the Tenant contractually assumes all of the Closure Obligations and agrees to abide by all Environmental Constraints, the Premises are no longer needed for public use during the term of this Lease.

J. Landlord, as lessor, is willing to lease the Premises to the Township, and the Township, as lessee, is willing to lease the Premises from the Landlord, all on the terms set forth herein.

K. In furtherance of the redevelopment plan governing the Premises and for the purpose of enabling Tenant to undertake the Project, commencing on the day immediately following the Effective Date, the Township, as sublessor, is willing to sublease the entire Premises to Tenant, and Tenant, as sublessee, is willing to sublease the entire Premises from the Township, all on the terms set forth herein.

L. Although the Township is technically leasing the Premises from Landlord, it is the intent of this Lease that the Township will not have any obligations hereunder except as specifically set forth herein.

M. Landlord hereby consents to the aforementioned subleasing of the Premises by the Township, as sublessor, to Tenant, as sublessee, and recognizes Tenant as the sublessee thereunder.

N. The System is proposed to be developed as shown on the site plan attached hereto and made a part hereof as **Exhibit D**.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals**. The Recitals are incorporated into this Lease by reference as though set forth at length and verbatim herein.

2. **Grant of Lease and Sublease**.

   a. Grant of Lease and Sublease Rights. Subject to the terms and conditions herein, Landlord hereby grants to the Township an exclusive lease, and as of the date immediately following the Effective Date, the Township hereby grants to Tenant and its agents and contractors an exclusive sublease (subject to the conditions in Section 2.b below), to enter upon and use the Premises from and through the County Property, together with the right of ingress and egress to and from the Premises, to construct, install, maintain, repair, inspect, replace and operate the System and sell and/or store the electricity generated by the System, including, without limitation, the running of wires and conduits from the System to the utility interconnection on the Premises, the installation, operation and maintenance of utility lines, cables, conduits, transformers, batteries, wires, meters, panels, mounting systems, inverters, integrators, monitoring equipment and other necessary and convenient equipment and appurtenances, and the making of such modifications to the Premises as are required or appropriate for the construction, installation, operation, maintenance, repair, inspection, replacement and/or removal of, and sale and/or storage of electricity from, the System (the "Permitted Use") in accordance with Applicable Laws and Requirements (defined in Section 4.f below). Collectively, the foregoing rights in this Section 2.a are referred to herein as the "Lease Rights." With respect to the foregoing, the Parties agree that except for certain rights of Landlord expressly provided in Section 2.f and Section 2.g below, Tenant will have the exclusive right to use and occupy the Premises during the Term.

   b. Final Delineation of Premises. The Parties acknowledge that the delineation of the Premises as set forth in the Conceptual Subdivision Plan contained in **Exhibit B** annexed hereto is preliminary in nature and is subject to adjustment as the Project is developed. Prior to the hereinafter-defined Commercial Operation Date, Tenant shall prepare a final Subdivision Plan outlining, *inter alia*, the location and dimensions of the Premises, which shall be substantially consistent with the location and dimensions shown in the Conceptual Subdivision Plan. Upon approval thereof by authorized representatives of Landlord and Township, which approval shall not be unreasonably withheld, delayed, or conditioned, such final Subdivision Plan shall be inserted in said **Exhibit B**, in substitution for the Conceptual Subdivision Plan.

c. Additional Rights. The Parties acknowledge that operation of the System will require certain easements and additional rights over various properties other than the Premises, including the remaining portions of the County Property. The Parties further acknowledge that such portions of the County Property are currently, and are expected to be in the future, subject to various existing and intended uses, and to various land use, environmental, contractual and other constraints. The County hereby agrees that it will use its best efforts, consistent with such uses and constraints, to grant to the Tenant such rights or interests in or to the County Property that are reasonably necessary or convenient for Tenant's use of the Premises for the System as permitted pursuant to Section 2.a above, including, without limitation, easements and similar associated rights to construct, operate, and maintain transmission, substation, collection, distribution, interconnection or switching lines or facilities

d. Redevelopment Conditions. Pursuant to N.J.S.A. 40A:12A-9(a), the Township's grant herein to Tenant of a sublease in respect of the Premises is subject to the terms of the Sub-Redevelopment Agreement including the following covenants binding upon Tenant, each of which shall run with the land and be binding upon each and every assignee or successor of Tenant: (1) Tenant, subject to receipt of all required approvals, permits, licenses, or other governmental or quasi-governmental approvals, shall construct on the Premises only the uses established in the current redevelopment plan applicable to the Premises, *i.e.*, the System; (2) upon completion of the System, the conditions determined to exist at the time the Premises was determined to be in need of redevelopment shall be deemed to no longer exist; (3) Tenant shall endeavor to commence construction of the System by the Outside Construction Date (as such term is defined in this Lease); and (4) Tenant shall be without power to sell, lease or otherwise transfer the Project or its interest in the premises, or any part thereof, except as permitted by this Lease. The aforesaid covenants, provisions and controls shall be deemed satisfied upon completion of the System and termination of the Sub-Redevelopment Agreement. A Declaration of Covenants containing the provisions of this Section 2.d and in substantially the form attached hereto and made a part hereof as **Exhibit E** shall be executed on or prior to the Effective Date and shall be recorded promptly thereafter in the official land records of Monmouth County. Landlord, at no cost to Tenant, will promptly provide Tenant with a recorded copy of the Declaration of Covenants.

e. Access to the System. During the Term (as defined below), Landlord will have access to the Premises at reasonable intervals and at reasonable times, upon forty-eight (48) hours' prior advance written notice to Tenant (except in the event of an emergency), to inspect the Premises; provided that (i) Landlord will not interfere with the System or Tenant's activities or occupancy of the Premises in any manner; and (ii) Tenant will have a right to have a representative present. Landlord's foregoing right of entry is solely on an escorted basis with Tenant, its agents or employees in compliance with established site procedures and does not include the right to come into physical contact with any of the System without the prior written consent of Tenant.

f. Gas/Groundwater Monitoring and Remediation. Subject to the provisions of Section 2.e above, Landlord, and any third-party contractor(s) retained by Landlord, may enter

upon the Premises solely for the purpose of constructing (at Landlord's sole expense), operating and maintaining such gas and groundwater monitoring facilities within the Premises (the "Monitoring Facilities") for the purpose of periodically monitoring gas and groundwater levels in furtherance of the obligations imposed under the Closure Plan. Landlord and Tenant agree to cooperate in identifying appropriate locations for the Monitoring Facilities with the goal of allowing for the full extent of mandated gas and groundwater monitoring with the minimum amount of inconvenience and disruption to the System. For each notice the Landlord intends to access the Premises for the purposes described herein, Landlord shall provide a written description of the specific work to be conducted, the names and contact information for the consultants and/or contractors who will perform the work. If and to the extent the results of such periodic monitoring reveal any condition that requires remedial action, Tenant and Landlord shall jointly develop a remedial action plan, at Landlord's sole cost and expense, that results in the minimum amount of disruption to the System and its operation, which remedial action plan shall be implemented at Landlord's sole cost and expense. Landlord shall provide Tenant with copies of all proposed submissions to NJDEP or other governmental authorities related to Closure Plan, the Environmental Constraints, or the Gas/Groundwater Monitoring and Remediation Obligations. Landlord shall incorporate Tenant's reasonable comments or revisions on any such submissions if consistent with the professional judgment of Landlord's engineers or other environmental professionals. Landlord shall notify Tenant of any meetings with NJDEP or other governmental authorities related to Closure Plan, the Environmental Constraints, or the Gas/Groundwater Monitoring and Remediation Obligations and Tenant shall be permitted to participate in such meetings.

g. Retained Rights Regarding Methane Gas Utilization. Notwithstanding the grant of a leasehold interest herein in the surface estate, the Landlord expressly retains all rights, as owner of the Premises, relating to the extraction, marketing, sale (including monetization of future sales) and other utilization of any and all methane gas that is or may be produced by, or that otherwise emanates or may emanate from, the Premises (the "Retained Methane Utilization Rights"). Subject to the provisions of Section 2.e above, Landlord, and any third-party contractor(s) retained by Landlord, shall have access to the Premises, for the sole purpose of constructing (at Landlord's sole expense), operating, and maintaining such methane gas collection and transmission facilities within the Premises (the "Methane Facilities") as Landlord may deem appropriate. Landlord and Tenant agree to cooperate in identifying appropriate locations for the Methane Facilities with the goal of allowing for the full extent of Landlord's realization of the benefits of the Retained Methane Utilization Rights without inconvenience and disruption to the System.

h. Quiet Enjoyment. Landlord and the Township each covenant that, provided Tenant is not in material default hereunder beyond any applicable notice and cure period, Tenant will have the right to quietly enjoy and use the Premises and Tenant's Lease Rights granted in this Lease throughout the Term. Without limiting the foregoing, Landlord and the Township each represent, warrant and covenant (each as to itself only) that: (a) each of Landlord and the Township has the power and authority to execute and deliver this Lease and to perform all obligations to be performed by such Party hereunder; (b)

to the best of such Party's knowledge, the Premises is free from any and all liens, claims, and encumbrances other than the Environmental Constraints and such encumbrances listed as exceptions in the Landlord's title policy, which policy is attached hereto as **Exhibit F** (the "Permitted Encumbrances"); and (c) no operations or activities conducted by such Party at the Premises will interfere with or obstruct Tenant's Lease Rights.

i. Limitations on Use. Tenant covenants that it shall not use the Premises, or permit the Premises to be used, in any manner which: (a) violates any State, Federal or local law or any applicable rules, regulations, bylaws, codes or other legal requirements of any applicable governmental or regulatory authority (the "Legal Requirements"); (b) causes or is reasonably likely to cause damage to the Premises; (c) violates any requirement or condition of any fire and extended insurance policy covering the Premises; (d) constitutes or is reasonably likely to constitute a nuisance, or causes or is reasonably likely to cause annoyance or inconvenience to any owners, tenants or occupants of any other real property; (e) constitutes waste of any portion of the Premises; (f) violates any Environmental Constraints or Permitted Encumbrances; or (g) penetrates the landfill capping material or otherwise constitutes as "disruption" of the Premises, except as shall have been approved in advance by the NJDEP. Notwithstanding anything in the contrary contained in this Section 2.i, Tenant may, as reasonably necessary, remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation and dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, located within the Premises that could obstruct, interfere with or impair the System or the use of the Premises by Tenant hereunder.

j. No Reliance. Tenant is being given the opportunity to make its own determination of the suitability of the Premises, including without limitation the subsurface condition of the Premises, the conditions of title, zoning, subdivision, land use and other aspects of the Premises, the environmental condition of the Premises, and the likelihood of Tenant's receipt of such permits, approvals, licenses and other prerequisites to the construction and/or operation of the System. Tenant acknowledges that neither Landlord nor the Township has made any representations with respect to the above or with respect to any other aspect of the Premises or the Premises generally, except as expressly set forth in this Lease, and that Landlord has given Tenant full and free access and opportunity to perform its own investigations.

k. Closure Obligations. Tenant hereby expressly undertakes to timely pursue, at its sole cost and expense, the Closure Obligations in order to permit the construction of the System on the Premises.

l. Utilities. Tenant shall be solely responsible for providing, and paying for, all electrical and other utilities of sufficient capacity to serve Tenant's use of the Premises, which shall be installed in accordance with the Environmental Constraints.

m. Outside Construction Date. Tenant shall endeavor to commence construction of the System by February 1, 2026 (the "Outside Construction Date"). In the event the

construction of the System has not commenced on or before the Outside Construction Date, Landlord may terminate this Lease on not less than ten (10) business days' prior written notice to Tenant and in such event, neither Party will have any liability to the other due to such termination, but any liabilities under this Lease theretofore arising (or thereafter arising by virtue of obligations which by the terms of this Lease survive expiration or termination) shall remain. Notwithstanding the immediately preceding sentence to the contrary, Landlord's termination option will automatically be deemed null and void in either of the following circumstances: (i) The construction of the System commences prior to the termination date set forth in Landlord's termination letter to Tenant and/or (ii) Tenant is diligently pursuing all required approval and permits including a modification of the Closure and Post-Closure Care Plan and ongoing review by NJDEP results in a delay in construction beyond the Outside Construction Date and Tenant commences construction promptly following receipt of all required approvals and permits, including NJDEP approval. In amplification of the foregoing, neither Landlord nor Township shall have the ability to terminate this Lease in the event of either (i) and (ii) and any purported termination shall be void, voidable or *void ab initio* at Tenant's election..

n. Commercial Operation Date. Tenant shall endeavor to obtain all required approvals, permits, licenses, or other governmental or quasi-governmental approvals and cause the System to reach Commercial Operation (the "Commercial Operation Date") by no later than February 1, 2027 (the "Outside Operation Date"), being the latest date by which Commercial Operation must be achieved pursuant to the hereinafter-defined Interconnection Agreements as currently in effect. For the purposes of this Lease, the term "Commercial Operation" means that the System is ready for regular, daily operation, has been interconnected to the electric grid and is capable of producing electrical energy to be delivered to the grid pursuant to the Interconnection Agreements as evidenced by a permission to operate letter or email notification received from the Utility. In the event the Commercial Operation Date has not occurred on or before the Outside Operation Date, Landlord may terminate this Lease on not less than ten (10) business days' prior written notice to Tenant and in such event, neither Party will have any liability to the other due to such termination, but any liabilities under this Lease theretofore arising (or thereafter arising by virtue of obligations which by the terms of this Lease survive expiration or termination) shall remain. Notwithstanding the immediately preceding sentence to the contrary, Landlord's termination option will automatically be deemed null and void in either of the following circumstances: (i) The Commercial Operation Date occurs prior to the termination date set forth in Landlord's termination letter to Tenant and/or (ii) Tenant provides Landlord with evidence satisfactory to Landlord using its reasonable judgment, that Tenant is continuing to use diligent and continuous efforts obtain Commercial Operation of the System. In amplification of the foregoing, neither Landlord nor Township shall have the ability to terminate this Lease in the event of either (i) and (ii) and any purported termination shall be void, voidable or *void ab initio* at Tenant's election.

o. Lease Fee. In addition to the mutual agreements, covenants, and other consideration set forth in this Lease, Tenant will pay a Lease fee in the amount set forth below (the "Lease Fee") in the amounts and at the times set forth below. The Parties agree that:

(a) the Lease Fee shall be payable by Tenant as compensation for the sub-leasehold interest in the Premises granted by the Township under this Lease, (b) an amount equal to the Lease Fee shall also be payable by the Township to Landlord as compensation for the leasehold interest in the Premises granted by Landlord to the Township under this Lease, provided, that such Township payment obligation shall be limited to the Lease Fee actually paid by Tenant, (c) the Township irrevocably assigns to Landlord all of its right, title and interest in and to the Lease Fee, and hereby directs Tenant to make all such payments of the Lease Fee directly to Landlord and covenants to Tenant that Tenant's payment of the Lease Fee directly to Landlord will not be a default under this Lease, and (d) each payment of the Lease Fee by Tenant to Landlord shall be credited, on a dollar for dollar basis, against the Township's payment obligation to Landlord.

(1) For the period commencing on the Effective Date and concluding on the day immediately preceding the date on which the construction of the System commences, such date hereinafter referred to as the "Construction Commencement Date"), the Lease Fee shall be $100,000, payable on the Effective in advance and thereafter on the anniversary of the Effective Date; provided, however that (i) the Lease Fee pursuant to this Section 2.o.(1) for any fractional part of a calendar year period shall be a proportionate part of the Lease Fee for a full calendar year and (ii) at Tenant's election, any overpayment of the Lease Fee by Tenant shall either be refunded to Tenant or credited against the Lease Fee due and payable pursuant to Section 2.o.(2).

(2) For the period commencing on the Construction Commencement Date and concluding on the day immediately preceding the Commercial Operation Date, the Lease Fee shall be $250,000, payable in advance on the Construction Commencement Date and thereafter on the anniversary of the Construction Commencement Date; provided, however that (i) the Lease Fee pursuant to this Section 2.o.(2) for any fractional part of a calendar year period shall be a proportionate part of the Lease Fee for a full calendar year and (ii) at Tenant's election, any overpayment of the Lease Fee by Tenant shall either be refunded to Tenant or credited against the Lease Fee due and payable pursuant to Section 2.o.(3)..

(3) For the period commencing on the Commercial Operation Date through the Expiration Date, the Lease Fee shall be an annual amount equal to the greater of (i) Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000) or (ii) Thirty-Seven Thousand Five Hundred and 00/100 Dollars ($37,500) per installed MW dc per year, payable monthly in equal installments. For example, if the installed MW dc are 20 MW dc, then the Lease Fee for the initial year following the Commercial Operation Date will be Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000). Lease payments are due and payable by Tenant to Landlord on the first day of each month in advance. The Lease Fee will increase by one and one-half percent (1.5%) each full Lease Year of the Term following the Commercial Operation Date. For the purposes of this Lease, the word "Lease Year", wherever appearing herein, shall have the

following meaning: the first Lease Year shall commence on the Commercial Operations Date and shall terminate on the date immediately preceding the first (1st) anniversary of the Commercial Operations Date, if the Commercial Operations Date is the first day of a month, or on the last day of the month in which the first (1st) anniversary of the Commercial Operations Date occurs, if the Commercial Operations Date is not the first day of a month; and each succeeding twelve (12) month period thereafter shall be a "Lease Year," except that the last Lease Year shall end on the Expiration Date.

The Lease Fee for any fractional part of a calendar month at the beginning or end of the Lease Term shall be a proportionate part of the Lease Fee for a full calendar month. Notwithstanding anything to the contrary contained in this Section 2.o, provided Tenant is diligently pursuing (i) all required approvals, permits, licenses, or other governmental or quasi-governmental approvals or (ii) construction of the System and there are no claimed Force Majeure Events (defined in Section 11.d.i) by Tenant, the periods set forth in Section 2.o.(1) and Section 2.o.(2) above will be extended with no increase in the applicable Lease Fee.

p. Delivery of Premises. The Parties acknowledge that Landlord and the Township will deliver the Premises to Tenant on the Effective Date in its "AS-IS," "WHERE-IS," "WITH ALL FAULTS" condition. Tenant acknowledges that except as set forth in this Lease neither Landlord nor the Township has made any representation or warranty with respect to the condition of the Premises or with respect to the suitability or fitness of the Premises for the conduct of Tenant's Permitted use, or for any other purpose.

q. Completion Bond, Payment Bond and Decommissioning Bond. As a condition to Landlord permitting construction of the System, Tenant shall provide

(A) prior to commencing construction of the System, and maintain in effect until the System has been completed, a surety bond or letter of credit in the amount sufficient to secure the completion of construction of the entire System (the "Completion Bond");

(B) , prior to commencing construction of the System, and shall maintain in effect until the fifth (5^{th}) anniversary of the Commercial Operation Date, a surety bond or letter of credit in an amount equal to the Lease Fee projected to be payable such five (5) year period, which amount may decrease as such Lease Fees are paid (the "Payment Bond");

(C) on or before the Commercial Operation Date, and maintain throughout the Term a surety bond or letter of credit covering payment of the costs of decommissioning and removal of the System from the Premises upon termination of this Lease, in an amount equal to the greater of (x) Six Hundred Thousand and 00/100 Dollars ($600,000) or (y) Thirty Thousand and 00/100 Dollars ($30,000) per installed MW dc (the "Decommissioning Bond"). For example, if the installed MW dc are 20 MW dc, then the Decommissioning

Bond will be in an amount equal to Six Hundred Thousand and 00/100 Dollars ($600,000).

Any surety bond or letter of credit shall be issued by a reputable financial institution in form and substance reasonably satisfactory to Landlord.

Any Completion Bond may be subject to reduction as and to the extent the System is constructed. Any multiyear Payment Bond shall be extended annually, either automatically or by action of the provider, so as to continuously provide coverage for the period specified above. Tenant shall provide Landlord with a written commitment for the extension or replacement of any such surety bond or letter of credit not later than 30 days prior to expiration.

r. Right to Control Access. Subject to the terms of this Lease and applicable law, Tenant will have the right under the Lease to control and restrict access onto and over the Premises and exclude others, and Tenant may, at its sole expense, construct and maintain security devices on and surrounding the Premises which Tenant deems appropriate and necessary for the protection of the System, including, but not limited to, any type of fencing, security monitoring or other security safeguards. Nothing in this Lease shall be construed to require Tenant to repair, maintain or replace any fence existing on the Premises on the Effective Date or any other fences or improvements erected, with Tenant's permission, by Landlord, Township, or both, on the Premises thereafter.

s. Right to Advertise. Tenant may advertise its name and services on the Premises during construction of the System, and during construction of the System and thereafter Tenant may use the name and any pictures and videos of the System or the Premises for use on Tenant's digital and print marketing materials for the purpose of advertising Tenant's business of installing and operating solar photovoltaic energy systems.

t. Tenant Representations Regarding Ownership and Financial Resources. Tenant has provided to Landlord a statement listing the direct and indirect ownership interests of all persons or entities having an interest, directly or indirectly, of ten percent (10%) or more of the equity interest in Tenant. Tenant has represented to Landlord that it has the financial wherewithal to undertake the Project, to construct and operate the System, and to comply with all obligations (including payment of Lease Fees) set forth in this Lease and has provided to Landlord certain financial information substantiating same. Prior to the Commercial Operation Date, Tenant will provide prompt written notice to Landlord of any material changes to the foregoing information and representations.

3. Term.

a. Term. The term of this Lease (the "Term") will commence on the Effective Date and terminate at 11:59 P.M. on the date that is 19 years and 364 days following the Effective Date (the "Termination Date") unless and until it is sooner terminated pursuant to this Lease.

b. Disposition of System.

i. Landlord's Purchase Option. Upon the expiration of the Term, Landlord will have the option to purchase the System AS IS, WHERE IS, WITH ALL FAULTS BASIS, WITHOUT REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED EXCEPT AS TO TITLE (the "Option to Purchase") for Fair Market Value. "Fair Market Value" means Tenant's appraisal of the fair market value of the System at the end of the Term, which appraisal will be based on Tenant's knowledge of solar industry facilities; provided, however, Landlord, may, but is not obligated to, accept such appraisal. If Landlord does not accept such appraisal within ten (10) business days of receiving the appraisal from Tenant, the process of determining the Fair Market Value of the System in this Lease will be undertaken by a nationally recognized Independent Appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the System. "Independent Appraiser" means an individual who is a member of a national accounting, engineering or energy consulting firm qualified by education, experience, and training to determine the value of solar generating facilities of the size and age and with the operational characteristics of the System. Except as may be otherwise agreed by the Landlord and Tenant, the Independent Appraiser will not be (or within three (3) years before his/her appointment have been) a director, officer, or an employee of, or directly or indirectly retained as consultant or adviser to, Tenant or Landlord or any affiliate thereof. The cost of the Independent Appraiser will be shared equally by Landlord and Tenant.

ii. Removal of the System. Upon termination of this Lease for any reason or where this Lease expires and Landlord does not exercise the Option to Purchase, title to the System will remain with Tenant and, within one hundred eighty (180) days from such termination or expiration, Tenant will remove the System and restore the Premises to substantially the condition that existed on the Effective Date, reasonable wear and tear, damage by casualty and condemnation excepted, at Tenant's sole cost and expense, and Tenant shall have such access to the Premises as is reasonably necessary to undertake such removal and restoration. Under no circumstances shall the System be operated at any time following said expiration or termination. Such removal and restoration shall be fully completed within said one hundred eighty (180) days, during which time Tenant shall be subject to all terms and conditions of this Lease as if still a subtenant of the Premises, apart from payment of the Lease Fee (except as provided in Section 3.b.iv below).

iii. Decommissioning Bond. In the event Tenant either (i) abandons the Premises, or (ii) fails to commence the work required by Section 3.b.ii above within ninety (90) days from such termination or expiration, or (iii) fails to complete the work required by Section 3.b.ii above within the time frame indicated, Landlord may, at its option, upon not less than ten (10) days' prior written notice to Tenant, undertake such work and draw upon

the Decommissioning Bond to pay all or a portion of the cost thereof. Tenant shall remain responsible for payment of all such costs to the extent not covered by the Decommissioning Bond.

4. Use.

a. Permitted Use. The Permitted Use is as identified in Section 2.a of this Lease.

b. Limitation on Use. Tenant will use the Premises only for the Permitted Use. Only equipment utilized in connection with the Permitted Use will be placed or stored on the Premises and only as needed for Tenant's exercise of its Lease Rights.

c. Prohibited Uses. Tenant will not use or allow the System to be used for any improper, immoral, or unlawful purposes, including but not limited to those enumerated in Section 2.e hereof, nor will Tenant cause, maintain or permit any nuisance in, on or about the Premises. Landlord and Township each covenant and represent that the Permitted Use will not be deemed a violation of this Section 4.c.

d. Subordination. This Lease and all rights of Tenant hereunder are subject and subordinate to all existing mortgages, easements, rights of way, declarations, restrictions or other matters of record and all existing agreements of the Landlord with respect to the Premises, all of which will have been provided by Landlord to Tenant prior to the Effective Date and listed on the attached **Exhibit F**. Landlord will not grant any additional mortgages, leases, easements, or rights of way, or any other encumbrances, whether recorded or unrecorded, with respect to all or any portion of the Premises, without the prior written approval of Tenant.

e. Nondisturbance. Notwithstanding the provisions of Section 4.d, Tenant's subordination and attornment agreements in this Article 4 with respect to any future mortgage or other encumbrance (other than Environmental Constraints) are expressly conditioned on Tenant's receipt of a subordination, non-disturbance, and attornment agreement (an "SNDA") in form and substance satisfactory to both a mortgagee of the Premises and Tenant, duly signed and acknowledged, in form for recording, by the mortgagee, which SNDA will provide *inter alia* that so long as Tenant is not in default under any provision of the Lease beyond any applicable cure period or grace period provided for in the Lease, then the right of possession of Tenant in and to the Premises and any and all of Tenant's rights under the Lease shall not in any way be affected, disturbed, interfered with, or terminated by such mortgagee in the exercise of any of such mortgagee's rights under the mortgage.

f. , during the Term and so long as this Lease is in effect, Tenant's rights to peaceful occupation and possession of the Premises in accordance with the provisions of this Lease, and all of Tenant's rights and privileges in this Lease, will not be disturbed during the Term. With respect to any mortgage or other encumbrance (other than Environmental Constraints) in existence on the Effective Date, Landlord covenants that Tenant will be provided with such an SNDA(s) from the holder thereof no later than the Effective Date.

g. Applicable Laws and Requirements. Tenant's activities pursuant to this Lease will comply, at Tenant's own cost and expense, with all applicable Legal Requirements, including but not limited to the Environmental Constraints, and all permits, licenses and other authorizations from any governmental authority, PJM and/or the Utility, including, without limitation the terms and conditions of the interconnection agreements (including interconnection agreement or construction agreement with the Utility and/or Wholesale Market Participation Agreement with PJM) (the "Interconnection Agreements"), New Jersey state subsidy (*e.g.*, "TRECs," or successor solar subsidy program approvals) ("State Subsidies"), and/or local land use approvals, (collectively, the "Applicable Laws and Requirements"). Landlord's and Township's activities, if any, with respect to this Lease will comply with Applicable Laws and Requirements at Landlord's or Township's (as applicable) own cost and expense, except as otherwise expressly set forth herein. Each Party will notify the others immediately upon notice of any violation or alleged violation of Applicable Laws and Requirements that materially adversely affects the other Party or Parties and or its or their rights or obligations hereunder, and the Parties will mutually agree on whether or not the use of the System must be suspended due to any such violation or alleged violation. Notwithstanding anything to the contrary contained in this Lease, Tenant will not be obligated to pay any portion of the Lease Fee becoming due and payable during any period when the use of the System must be suspended due to any such violation or alleged violation of Landlord and/or Township.

h. Condemnation. If title to the whole or substantially all of the Premises shall be taken by condemnation, this Lease shall terminate and expire on the date of such taking. Tenant shall remove the System as provided in Section 3.b, and, except in the case of condemnation by Landlord or any third party under Landlord's control, Landlord shall not be responsible for any shutdown payments under Section 8 hereof. If title to less than the whole or substantially all of the Premises shall be taken by condemnation (including a temporary taking) and Tenant, in good faith, determines that the Premises cannot be repaired or reconstructed to constitute a complete unit of substantially the same usefulness as immediately preceding the condemnation, or it is not economically feasible to continue operating the System during any temporary taking, Tenant may, at its option, terminate this Lease within ninety (90) days after such condemnation. All payments made on account of any taking by eminent domain shall be apportioned between the valuation given to Tenant's interest under this Lease and the System and the valuation given to Landlord's interest in this Lease and its reversionary interest in the Premises, valued as unimproved and unentitled land subject to the Environmental Constraints, and Tenant will not be required to pursue a separate award from the condemning authority, nor will Tenant's right to condemnation proceeds under this Section 4.i be affected by the refusal of the condemning authority to make a separate award in favor of Tenant. Tenant will have the right to participate in any condemnation proceedings and settlement discussions and negotiations thereof and Landlord will not enter into any binding settlement agreement without the prior written consent of Tenant, which consent will not be unreasonably withheld, conditioned, or delayed.

i. Casualty Loss. In the event of any damage to the System by fire, flood, storm, or other occurrence that was not caused by the intentional or negligent actions of Tenant which

results in damage, destruction or loss of less than 50% of the System, Tenant will use commercially reasonable efforts to repair or reconstruct the System to full operation as soon following the casualty event as possible utilizing insurance proceeds or other funds without abatement of the Lease Fee. In the event of any damage to the System by fire, flood, storm, or other occurrence that was not caused by the intentional or negligent actions of Tenant which results in damage, destruction or loss of 50% or more of the System, Tenant shall, within sixty (60) days of the casualty event, notify Landlord and Township in writing whether Tenant will, notwithstanding the damage, repair or reconstruct the System. In the event that Tenant notifies Landlord and Township that Tenant is not willing to repair or reconstruct the System, this Lease will terminate effective upon the date of receipt of Tenant's notice, and Tenant will remove the remainder of the System pursuant to the decommissioning provisions of this Lease. In the event that this Lease is not terminated pursuant to this section, Tenant shall repair or reconstruct the System to full operation as soon as reasonably practicable utilizing commercially reasonable efforts, without abatement of the Lease Fee.

5. **Condition of Premises.**

a. Conveyance "As Is". Tenant acknowledges that neither Landlord nor the Township has made any representation or warranty with respect to the condition of the Premises or with respect to the suitability or fitness of the Premises for the conduct of Tenant's Permitted use, or for any other purpose except for those representations and warranties expressly contained in this Lease and any exhibit, schedule or instrument delivered hereunder.

TENANT HEREBY ACKNOWLEDGES AND AGREES, WHICH AGREEMENT PURSUANT TO THIS SECTION 5.a SHALL SURVIVE THE TERMINATION OF THE LEASE, THAT LANDLORD HAS AFFORDED TENANT WITH A FULL AND COMPLETE OPPORTUNITY TO MAKE ITS OWN EXAMINATION OF THE PREMISES AND OTHER MATTERS PERTAINING THERETO. TENANT HAS REVIEWED ALL INSTRUMENTS, RECORDS AND DOCUMENTS WHICH TENANT DEEMED APPROPRIATE OR ADVISABLE TO REVIEW IN CONNECTION WITH THIS TRANSACTION. TENANT IS LEASING THE PREMISES IN ITS "AS IS" CONDITION, AND EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THIS LEASE AND ANY EXHIBIT, SCHEDULE OR INSTRUMENT DELIVERED HEREUNDER, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, AND WITHOUT RECOURSE TO LANDLORD OR THE TOWNSHIP, EXCEPT AS PROVIDED BY LAW.

IN AMPLIFICATION OF THE FOREGOING, TENANT ACKNOWLEDGES THAT NEITHER LANDLORD NOR THE TOWNSHIP HAS MADE, NOR IS TENANT RELYING ON, ANY REPRESENTATIONS OR WARRANTIES, EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THIS LEASE AND ANY EXHIBIT, SCHEDULE OR INSTRUMENT DELIVERED HEREUNDER, INCLUDING

WITHOUT LIMITATION ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY UTILITY SERVICE, OR OF THE EXISTENCE OR NON-EXISTENCE OF PATENT OR LATENT DEFECTS OR MORATORIUMS AFFECTING DEVELOPMENT, OR OF ANY PARTICULAR ENVIRONMENTAL CONDITIONS (INCLUDING WITHOUT LIMITATION RADON GAS, WETLANDS, HAZARDOUS SUBSTANCES, HAZARDOUS WASTES OR FLOOD PLAIN) (EXCEPT AS OTHERWISE SET FORTH HEREIN), OR OF THE LAWFULNESS OF ANY PRESENT OR FUTURE USES OF THE PREMISES UNDER APPLICABLE ZONING, BUILDING, SAFETY, ENVIRONMENTAL, SUBDIVISION, FLOOD PLAIN OR OTHER LAWS, ORDINANCES, REGULATIONS OR COURT DECISIONS. NEITHER LANDLORD NOR THE TOWNSHIP MAKES ANY REPRESENTATION AS TO THE AVAILABILITY OF ANY PERMITS, LICENSES OR OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL APPROVALS WHICH MAY BE REQUIRED FOR TENANT TO SUBLEASE THE PREMISES AND TO DEVELOP AND OPERATE THE SYSTEM.

b. Intentionally Omitted.

c. Environmental Indemnification; Hold Harmless.

In entering into this Lease, Landlord does not seek to make Tenant liable for any past, present or future contamination or pollution or breach of Environmental Laws, if any, relating to all or any portion of the Premises , (a) unless caused by the actions or omissions of Tenant or Tenant's employees, agents or contractors, or (b) except in respect of the performance or non-performance of the Closure Obligations, which Tenant hereby expressly assumes as a condition to the execution and delivery of this Lease. Accordingly, Landlord agrees to assume full responsibility for, and to defend, indemnify and hold harmless Tenant Indemnified Party (as defined in Section 10.b.i below) from and against all obligations (including removal and remedial actions), losses, claims, suits, judgments, liabilities, penalties, damages (including consequential and punitive damages and natural resource damages), costs and expenses (including attorneys' and consultants' fees and expenses) of any kind or nature whatsoever that may at any time be incurred by, imposed on or asserted against such Tenant Indemnified Party directly or indirectly based on, or arising or resulting from:

(i) any liability or cleanup obligations for any contamination or pollution, including past contamination or pollution by Hazardous Materials yet to be identified or for which specific standards are not yet developed (a/k/a emerging contaminants), or breach of Environmental Law related to the County Property, including the Premises, other than in respect of the performance or non-performance of the Closure Obligations and except in respect of any action of, or release caused by, Tenant or Tenant's employees, agents or contractors (whether resulting from the introduction of Hazardous Materials onto the Premises by

Tenant, any damage to, or disturbance or disruption of, the existing capped landfill by Tenant);

(ii) the actual or alleged presence of Hazardous Material, in, on or under the Premises or the land in and around the Premises, other than in respect of the performance or non-performance of the Closure Obligations and except in respect of any action of, or release caused by, Tenant or Tenant's employees, agents or contractors (whether resulting from the introduction of Hazardous Material onto the Premises by Tenant, any damage to, or disturbance or disruption of, the existing capped landfill by Tenant);

(iii) any actual or alleged third-party property damage or bodily injury claims related to the migration of any contamination or pollution from the Premises or the land in and around the Premises, other than in respect of the performance or non-performance of the Closure Obligations and except in respect of any action of, or release caused by, Tenant or Tenant's employees, agents or contractors (whether resulting from the introduction of Hazardous Material onto the Premises by Tenant, any damage to, or disturbance or disruption of, the existing capped landfill by Tenant);

(iv) any claim in any way relating to the environmental condition of the Premises or the land in and around Premises, other than in respect of the performance or non-performance of the Closure Obligations and except in respect of any action of, or release caused by, Tenant or Tenant's employees, agents or contractors (whether resulting from the introduction of Hazardous Material onto the Premises by Tenant, any damage to, or disturbance or disruption of, the existing capped landfill by Tenant); and

(v) any liability or cleanup obligations, any actual or alleged presence of any Hazardous Material, and/or any actual or alleged third-party property damage or bodily injury claims arising out of or related to any Methane Facilities.

Further, in entering into this Lease, Tenant agrees to assume full responsibility for, and to defend, indemnify and hold harmless Landlord and the Township from and against all obligations (including removal and remedial actions), losses, claims, suits, judgments, liabilities, penalties, damages (including consequential and punitive damages), costs and expenses (including attorneys' and consultants' fees and expenses) of any kind or nature whatsoever that may at any time be incurred by, imposed on or asserted against such Party directly or indirectly based on, or arising or resulting from the performance or non-performance of the Closure Obligations and in respect of any action of, or release caused by, Tenant or Tenant's employees, agents or contractors (whether resulting from the introduction of Hazardous Material onto the Premises by Tenant, any damage to, or disturbance or disruption of, the existing capped landfill by Tenant).The provisions of this Section 5.c shall survive the expiration or sooner termination of this Lease.

Landlord and Tenant acknowledge that the Township shall not be liable for any past, present, or future contamination or pollution or breach of Environmental Laws, if any, relating to the Premises unless such contamination, pollution or breach was caused or exacerbated by the Township or any of its agents, contractors, employees or invitees. In entering into this Lease, the Township shall not assume any responsibility for, or be obligated to defend against, or incur liability for, any obligations (including removal and remedial actions or Landfill post-closure obligations), losses, claims, suits, judgments, liabilities, penalties, damages (including consequential and punitive damages), costs and expenses (including attorneys' and consultants' fees and expenses) of any kind or nature whatsoever (collectively, "Indemnity Claims") that may at any time, be incurred by, imposed on or asserted against the Township arising out of or in connection with this Lease provided, however, that neither Landlord nor Tenant shall have any obligation to indemnify, defend or hold harmless the Township from or against any Indemnity Claims to the extent caused by, resulting from, relating to or arising out of the negligence or willful misconduct of the Township or any of its agents, contractors, employees or invitees. Should the Township be named or identified in connection with any such Indemnity Claims arising from Tenant's operations on the Premises, then the Tenant shall defend, indemnify, and hold the Township harmless as provided herein. Should the Township be named or identified in connection with any Indemnity Claims pertaining to the Premises (including if such Indemnity Claim arises out of a Landlord obligation with respect to the environmental condition of the Premises), then Landlord shall defend, indemnify, and hold the Township harmless as provided herein. Under no circumstances shall the Township's involvement in this Lease expose the Township to liability, cost, expense, or attorneys' fees under Environmental Laws with respect to this Lease unless such violation of Environmental Laws was caused or exacerbated by the Township or any of its agents, contractors, employees, or invitees.

d. Tenant's Obligations.

i. Any investigation, testing or reporting required in connection with approvals, permits or other conditions and requirements relating to the System shall be Tenant's sole responsibility and shall be obtained at Tenant's sole cost. The obligations described in this Section 5.d shall run with the Premises and shall survive the expiration or sooner termination of this Lease.

ii. During the Term, Tenant will not (i) damage, disturb or disrupt the existing capped landfill or otherwise operate the System in violation of any Environmental Constraints, (ii) fail to comply in any respect with the Closure Obligations or (iii) bring onto or maintain any Hazardous Material or equipment onto the Premises in violation of Environmental Laws or other Applicable Laws and Requirements.

iii. Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (a) violates any Legal Requirements, including any

Environmental Constraints; (b) violates or is inconsistent with the Closure Obligations; (c) causes damage to the Premises; (d) violates a requirement or condition of any fire and extended insurance policy covering the Premises, or increases the cost of such policy; (e) constitutes or is reasonably likely to constitute a nuisance, annoyance or inconvenience to Landlord or any owners, tenants or occupants of adjacent or abutting properties; (f) constitutes waste of any portion of the Premises; or (g) violates any Permitted Encumbrances.

iv. Tenant shall undertake the Closure Plan Obligations at its sole cost and expense for the Premises.

v. Tenant shall not cause, suffer or allow any Hazardous Material to be used, generated or stored on, under or at the Premises in violation of Environmental Laws or other Applicable Laws and Requirements; provided, however, that Tenant may store and use at the Premises such Hazardous Material as is customarily used to construct and maintain the System consistent with best practices in the renewable energy industry, so long as the same are stored, used and disposed of in strict accordance with Environmental Laws and all other applicable legal requirements.

vi. Tenant shall promptly notify Landlord and the Township of any (i) release of Hazardous Material by it on the Premises and (ii) any damage to, or any disturbance or disruption of, the existing capped landfill on the Premises. Tenant shall promptly provide to Landlord and the Township copies of any and all reports filed by Tenant, and any and all notices, orders, fines or communications of any kind received by Tenant, in relation to any Environmental Laws as they relate to the Premises, the migration or suspected migration of Hazardous Material from the Premises to other property, or the migration or suspected migration of Hazardous Material onto the Premises from other property.

vii. Tenant shall be solely responsible for providing, and paying for, all electrical and other utilities of sufficient capacity to serve Tenant's use of the Premises.

viii. Tenant shall be responsible for obtaining, at its sole cost and expense, all permits, approvals, licenses and other prerequisites to the construction and/or operation of the System, including the Closure Obligations.

ix. The listing of certain Tenant obligations in this Section 5.d is not exclusive, and reference is made to other provisions of this Lease, including without limitation Section 9, for additional Tenant obligations.

By way of amplification, the Parties each agree that in no event shall Township or Tenant have any liability for, or be obligated to indemnify Landlord or one another for, any Indemnity Claims arising out of any Retained Methane Utilization Rights,

including without limitation, the Methane Facilities, as it is the intention of each of the Parties that Landlord shall be responsible solely for all such Indemnity Claims, including the obligation to indemnify, defend and hold each of Township and Tenant harmless, which obligations of Landlord shall survive the expiration or sooner termination of this Lease.

e. Landlord's Obligations.

i. Upon request of Tenant, Landlord agrees, at no cost to Landlord, to join in Tenant's applications for governmental approvals, PJM and/or Utility approvals to construct the System, sell electricity from the System and obtain Incentives and Attributes from the System, including, without limitation, any Land Use Approvals (as defined below).

ii. Upon request of Tenant, Landlord will provide information and access to Tenant for the inspection of the Premises, the determination of the feasibility of the installation and operation of the System at the Premises, and the design, installation, and operation of the System.

iii. Landlord will promptly notify Tenant of any matter it is aware of pertaining to any damage to or loss of the use of the System (even if partial loss) or that could reasonably be expected to adversely affect the System.

iv. The listing of certain Landlord obligations in this Section 5.e is not exclusive, and reference is made to other provisions of this Lease, including without limitation Section 5.d, for additional Landlord obligations, *e.g.*, Indemnity Claims arising out of any Retained Methane Utilization Rights.

f. Definitions. For the purposes of this Lease, the term:

i. "Environmental Condition" means any of the following: (1) the violation or alleged violation of any Environmental Laws at or on the Premises; (2) the release (past or present) or potential release of any Hazardous Material at, on or from the Premises, (3) any other environmental matter adversely affecting the Premises, in each case, except as directly caused by or on behalf of Tenant.

ii. "Environmental Laws" means any applicable law, and any governmental order or binding agreement with any governmental authority: (1) relating to Hazardous Materials or other contamination (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (2) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials; and

iii. "Hazardous Material" means any substance governed by any Environmental Laws, including but not limited to (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., (2) the Resources Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., (3) the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq., (4) the New Jersey Industrial Site Recovery Act, N.J.S.A. § 13:1K-6, et seq., (5) the Spill Compensation and Control Act, (N.J.S.A. § 58:10-23.11 et seq.), and (6) any other local, state or federal statutes or regulations or ordinances pertaining to the environment and natural resources.

6. **Environmental Attributes & Incentives.**

a. During the Term, notwithstanding the System's presence on the Premises and method of attachment thereto, Tenant will own, and may assign or sell in its sole discretion, all right, title, and interest associated with Environmental Attributes or Environmental Incentives or any other grants, rebates, incentive payments, credits or other attributes of development, ownership or operation of the System (collectively, "Attributes & Incentives") that are or may become available. The term "Environmental Attributes" means the characteristics of electric power generation that have intrinsic value, separate and apart from the electricity itself, arising from perceived environmental benefits, including but not limited to any and all environmental attributes that differentiate the System or the electricity produced thereby from energy produced by conventional or fossil-fuel-based sources, fuels or resources, the characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as any avoided emissions of pollutants to the air, soil, or water such as sulfur oxides (SOx), nitrogen oxides, carbon monoxide, mercury and other pollutants, any avoided emissions of carbon dioxide, methane and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere, or the compliance of an energy source with the law, rules and standards of the United Nations Framework Convention on Climate Change, the Kyoto Protocol, the Clean Markets division of the Environmental Protection Agency or its successor, or any other state or federal entity given jurisdiction over a program involving the transferability of rights arising from perceived or actual environmental benefits. The term "Environmental Incentives" means all rights, credits, rebates, incentives, accelerated depreciation, bonus depreciation, benefits, reductions, offsets and allowances and entitlements of any kind , howsoever named, whether arising from the Environmental Attributes of the System or the electricity produced thereby, or otherwise arising from the development, installation, operation or ownership of the System or the production, sale, purchase, consumption or use of the electricity produced thereby that are available now or in the future. Without limiting the foregoing Environmental Incentives includes renewable energy credits or certificates, including carbon trading credits, solar renewable energy credits or equivalent, such as the State of New Jersey's Clean Energy Program's renewable energy credits under the Transition Incentive

Program ("TRECs") or "SuSI" Program, the Federal Investment Tax Credit ("ITC"), renewable portfolio standards energy credits, the right to apply for and entitlement to receive incentives under any demand-side management or energy efficiency programs offered by a utility company, a third-party provider or any incentive programs offered and the right to claim income tax credits and other tax benefits under Sections 45 or 48 of the United States Internal Revenue Code, and any state or local income tax deductions or credits.

b. Cooperation. At no cost or expense to Landlord, Landlord will cooperate with Tenant's efforts to obtain, use, and report the Attributes & Incentives that are or may become available during the Term in connection with the System by executing such documents as may be reasonably necessary to verify Tenant's ownership and/or Landlord's lack of claim or ownership to such Attributes & Incentives.

c. Protection. Landlord will not take any actions or omissions (including, without limitation, consenting to any building of any of Landlord's adjacent properties, including the County Property) that would have the effect of negatively impacting the System's exposure to sunlight or that would impair or seek to impair Tenant's right to the Attributes & Incentives during the Term.

7. **Ownership, Financing and Taxes**.

a. Title to the System. During the Term, Tenant will at all times will retain title to and be the legal and beneficial owner of the System, all alterations, additions, improvements, or installations made thereto by Tenant and all Tenant property used in connection with the installation, operation, and maintenance of the System (collectively, the "Tenant Property"). Further and without limiting the foregoing, Tenant Property will remain the personal property of Tenant. In no event will any Tenant Property be deemed a fixture, nor will Landlord, nor anyone claiming by, through or under Landlord (including but not limited to any present or future mortgagee of the Premises) have any rights in or to the Tenant Property at any time except as otherwise provided herein, and Landlord will not take a position on any tax return or in other filings suggesting otherwise. In any event, Tenant, in its sole discretion, will be entitled to file one or more precautionary financing statements, including fixture filings in such jurisdictions as it deems appropriate with respect to the System and/or other Tenant Property in order to protect its rights therein.

b. Right and Responsibility to Finance. Landlord acknowledges that Tenant may enter into financing arrangements, including, without limitation promissory notes and financial and security agreements for the financing of the acquisition, installation and/or operation of the System with one or more third parties, and that Tenant's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Lease and a first security interest in the System provided; however, that Landlord's fee simple estate in the Premises shall not be subject to the lien of any such financing arrangements. To facilitate any such transaction, Landlord: (i) consents to the pledge of collateral or full assignment by Tenant to the lender, lessor or limited liability company partnership of Tenant's right, title

and interest in and to this Lease and/or the System; (ii) agrees to take any reasonable actions and provide any documentation reasonably requested by Tenant in connection with such a transaction; (iii) will put its successors and assigns on notice of the ownership of the System by Tenant, the existence of the security interest and the fact that the System is not part of the Premises or a fixture thereof, as necessary and appropriate to avoid confusion or adverse claims; and (d) will expressly disclaim and waive any interest or rights in the System, as fixtures or otherwise, at any time and from time to time in a written form of content acceptable to Tenant. Tenant is solely responsible for obtaining and repaying all financing, at its own cost and risk and without recourse to Landlord, necessary for the design, development, construction, equipping, operation, maintenance, modification, reconstruction, rehabilitation, restoration, renewal, and replacement of the System. Tenant exclusively bears the risk of any changes in the interest rate, payment provisions or the other terms of its financing. Landlord will have no obligation to pay debt service on any debt issued or incurred by Tenant. Landlord will have no obligation to join in, execute or guarantee any note or other evidence of indebtedness incurred in connection with the System.

c. Right of Refinancing. After the System is placed in service, Tenant may consummate refinancing(s) of the project debt in compliance with this Section 7. Landlord will have no obligations or liabilities in connection with any refinancing except to deliver estoppel certificates as required by this Lease. If Landlord renders any assistance or performs any requested activity in connection with a refinancing apart from delivering an estoppel certificate, then Tenant will reimburse Landlord all of Landlord's reasonable costs and other fees and expenses Landlord incurs in connection with rendering any such assistance or performing any such activity.

d. No Liens

   i. During the Term, Landlord will not cause any liens or other encumbrances to be placed, or permit its contractors, agents, licensees, other tenants, employees, representatives or any other third party under Landlord's control to place any liens or other encumbrances against the System or Tenant Property. If any such lien or encumbrance attaches, Landlord will cause the same to be removed within twenty (20) days of notification thereof by posting a bond, payment or otherwise. Should Landlord fail to remove such lien or encumbrance within such period, Tenant, at its sole discretion, may cause the same to be removed, and Landlord will reimburse Tenant for any costs and expenses incurred by Tenant in so doing. Landlord agrees to defend and indemnify Tenant 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.

   ii. Tenant will not cause or permit any liens or stop notices to attach or to be placed upon or encumber the Premises arising from or resulting out of any improvements, alterations or other work performed by Tenant or operation of the System by Tenant or its contractors, agents, and/or representatives. If

any such lien attaches, Tenant agrees to cause the lien to be removed within twenty (20) days of notification thereof by posting a bond, payment of the lien or otherwise. If Tenant fails to remove the lien within such time period, in addition to its other remedies under this Lease, Landlord may undertake to cause such lien to be removed and charge to Tenant any costs and expenses incurred in connection with the removal of said lien. Tenant agrees to defend and indemnify Landlord 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.

e. Tax Purposes. The Parties specifically acknowledge and agree that Tenant will be the owner of the System for all tax purposes, and in that connection, will be entitled to the depreciation deductions associated with the System as well as any tax credits or other tax benefits to which such owner may be entitled.

f. Estoppel Certificates. Each Party will provide to the other, within twenty (20) business days of written request from the requesting Party, an estoppel certificate in form reasonably satisfactory to the requesting Party certifying that this Lease (and this Sublease) is unmodified and in full force and effect or that this Lease is in full force and effect as modified with the modifications being stated. Such estoppel certificates will also state (i) the amount of Lease (and Sublease) fees, the date to which such fees have been paid in advance, and the amount of any security deposit or prepaid Lease (and Sublease) fees, if any, (ii) that the Party requesting the estoppel certificate is not, to the knowledge of the party providing the estoppel certificate, in default under this Lease and Sublease, or if such Party is in default, the specific nature of such default, and (iii) any other factual matters as may be reasonably requested by the requesting Party. Estoppel certificates will not be requested more than twice per calendar year.

g. Property Taxes. For periods after and including the Effective Date, all real estate taxes, rollback taxes, special assessments and/or payments in lieu of taxes of any kind or nature assessed against or attributable to the Premises and/or the System (the "Property Taxes") will be the responsibility of Tenant. Tenant's failure to pay any such Property Taxes (or promptly reimburse Landlord for Tenant's equitable share of Property Taxes in the event the Premises is not a separate tax block and lot) after the expiration of the applicable notice and cure period shall be a breach of this Lease and shall entitle Landlord to exercise all rights and remedies provided to it by this Lease and applicable laws. Upon failure of Tenant to pay (or reimburse Landlord, as applicable) any such Property Taxes, Landlord after the expiration of the applicable notice and cure period shall also have the right, but not the obligation, to pay such Property Taxes, and Tenant shall indemnify and reimburse Landlord for the cost thereof within thirty (30) days of such payment. Under no circumstances shall the Property Taxes be deemed the obligation of the Township. Neither this Lease nor the provisions in this Section 7(g) shall affect the Township's right to collect Property Taxes with respect to the Premises as permitted by law, and the Township reserves all rights in the event that Property Taxes are not paid when due.

h. Liability of Holder of First Mortgage; Attornment. It is further agreed that (i) if any first mortgage is foreclosed, the liability of the mortgagee or trustee hereunder or purchaser at such foreclosure sale or the liability of a subsequent owner designated as Landlord under this Lease will exist only so long as such trustee, mortgagee, purchaser or owner is the owner of the Premises and such liability will not continue or survive after further transfer of ownership; and upon request of the mortgagee or trustee, if the first mortgage is foreclosed, Tenant will attorn, as Tenant under this Lease, to the purchaser at any foreclosure sale under any first mortgage, and Tenant will execute such instruments as may be necessary or appropriate to evidence such attornment; and (ii) this Lease may not be modified or amended so as to shorten the term provided hereunder, or so as to affect adversely in any other respect the rights of Tenant, nor will this Lease be cancelled or surrendered, without the prior written consent, in each instance, of Tenant.

8. **System Shutdown**.

a. Emergency Disconnection. Landlord will only disconnect the System if, in Landlord's reasonable judgment, immediate disconnection is required to prevent or mitigate an emergency, and only if Landlord provides notice to Tenant of any such disconnection no later than four (4) hours after the System is disconnected if practical. The duration of any such disconnection by Landlord will be no longer than reasonably necessary to address the exigent circumstances requiring such disconnection. The Parties agree that only Tenant or an agent designated by Tenant will be authorized to reconnect the System after the System is disconnected by Landlord pursuant to this emergency provision. For avoidance of doubt Landlord acknowledges and agrees that in no event will Retained Methane Utilization Rights, including, without limitation, any installation, repair, maintenance, or removal of the Methane Facilities be deemed an "emergency" under Section 2.e or Section 8 of this Lease.

b. Malfunctions and Emergencies. Landlord has no obligation to monitor or oversee the System or Premises. Landlord and Tenant shall each notify the other within twenty-four (24) hours following their discovery of any material malfunction or emergency condition in the operation of the System. If an emergency condition exists, Tenant will promptly dispatch the appropriate personnel to perform the necessary repairs or corrective action in an expeditious and safe manner.

c. Temporary Shutdown. If the actions or omissions of Landlord including any acts or omissions attributable to any Retained Methane Utilization Rights, such as, without limitation, the Methane Facilities, Township or any third party under Landlord's or Township's control causes the System to be temporarily shut down, significantly reduce System output to less than 90% of the expected performance (as determined by the System size at the time of the commencement of construction), or eliminate for seven (7) or more days during any twelve (12) month period the use of electricity from the System, then in addition to any other remedies Tenant may have hereunder, Landlord will reimburse Tenant for lost revenue and Attributes & Incentives that would have been received except for such reduction or

shutdown – provided that Tenant acts with commercially reasonable diligence to repair the System. Further, should such Temporary Shutdown require the removal and reinstallation of the System or any part thereof, Landlord will reimburse Tenant for the costs of the same. For the avoidance of doubt, this Section 8.c will not apply in the case of a Force Majeure Event (defined in Section 11.d.i).

d. Permanent Shutdown. If the actions or omissions, of Landlord, Township, or any third party under Landlord's or Township's control causes the System to shut down permanently (which includes the scenario where the System produces less than eighty percent (80%) of its expected output), and where the cause of the shutdown cannot be remedied within one hundred eighty days (180) by reasonable commercial means in Tenants sole discretion, ("Permanent Shutdown") the following occurs: (i) if within thirty (30) days of Permanent Shutdown, the Parties agree on an alternative location to which to relocate the System, then Landlord will, subject to the limitation in Section 8.f, pay the costs associated with relocation of the System and will reimburse Tenant for lost revenue and Attributes & Incentives that would have been received except for such Permanent Shutdown; (ii) if within thirty (30) days after Permanent Shutdown, the Parties have not agreed upon an alternative location, Tenant may terminate this Lease and be reimbursed by Landlord for lost revenue and Attributes & Incentives that would have been received except for such Permanent Shutdown. For the avoidance of doubt, this Section 8.d will not apply in the case of a Force Majeure Event.

e. Intentionally Omitted.

f. Release. Tenant agrees to use and occupy the premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to the System or other property of Tenant unless caused by Landlord's or Township's failure to comply with any obligation of Landlord and/or Township set forth in this Lease, or by the negligence or willful misconduct of Landlord, Township, or their agents, employees, and contractors, or if loss or damage is attributable to any Retained Methane Utilization Rights, such as, without limitation, the Methane Facilities.

9. **Construction, Operations and Maintenance.**

a. Construction of the System. The development and construction of the System will be performed in accordance with the terms of this Article 9. Except as otherwise provided herein, all construction occurring on the Premises by or on behalf of Tenant pursuant to this Lease from and after the Effective Date will be at Tenant's sole cost and expense.

b. Performance of Construction Work. All work in connection with the construction and installation of the System, including any improvements to or alterations of the Premises, shall be developed in accordance with plans and specifications to be prepared by Tenant and shall be performed in a workmanlike manner and will comply with all Applicable Laws and Requirements. In view of the public

ownership of the Premises, all contracts procured by or on behalf of Tenant in respect of the construction and installation of the System shall provide for payment of the prevailing wage, but only to the extent required by applicable law. Landlord shall have no obligation to make improvements to the Premises, or to any other property, to accommodate the System.

c. Tenant General Obligations. Tenant will, at Tenant's sole expense, operate the System, comply with the Interconnection Agreements, and maintain the System (including panels, inverters, electrical wiring, switches and special items and equipment installed by or at the expense of Tenant) in good order, condition and repair, including the ongoing costs of capital repairs and replacements, to the extent that the costs of such capital repairs and replacements are commercially reasonable to Tenant in the context of remaining revenue from Attributes & Incentives and electricity during the Term, but subject to normal wear and tear. Tenant warrants that all of its operating and maintenance personnel will be adequately qualified and trained throughout the Term.

d. Maintenance of the Premises. Tenant will be responsible for all repairs and alterations in and to the Premises, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of the System (unless caused by the negligence or wrongful action or inaction of Landlord, Township and/or any third party under Landlord's and/or Township's control), (iii) the moving of equipment into or out of the Premises by Tenant or on its behalf, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, or employees. Tenant will use commercially reasonable efforts to retain documentation of additions and replacements to the System undertaken during the Term.

e. Tenant's Failure to Maintain. Landlord has no obligation to monitor or oversee the Premises. If Tenant fails to comply with its maintenance and repair obligations pursuant to this Lease, Landlord will give Tenant notice in writing to do such maintenance and repair activities as are reasonably required under this Lease. If within thirty (30) days thereafter, Tenant fails to commence and diligently attempt to complete the requested activities, then, in addition to its other remedies under this Lease, Landlord will have the right to have such work performed and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord will be paid promptly by Tenant upon Landlord's submittal of the work invoices to Tenant.

f. Health and Safety. Landlord's responsibility, if any, will be limited , to the existing landfill post-closing requirements including, but not limited to, any ongoing landfill gas or groundwater monitoring obligations, including the Monitoring Facilities, as required by Environmental Laws that have not been assumed by Tenant pursuant to this Lease and any and all Retained Methane Utilization Right, including without limitation, the Methane Facilities. Tenant and Landlord will comply with all Applicable Laws and Requirements pertaining to the safety of persons and real and personal property and will take all necessary and reasonable safety precautions in

constructing, operating, and maintaining the System and providing electricity. Tenant and Landlord will immediately report to each other any death, loss time, injury, or damage to the other's property that occurs within the Premises.

g. Losses/Damages. No Party will be responsible for losses or damage to personal property, equipment, or materials of another Party. All losses by a Party at the Premises will be reported immediately to the other Parties upon discovery by that Party.

h. General. The listing of certain Tenant obligations in this Section 9 is not exclusive, and reference is made to other provisions of this Lease, including without limitation Section 5.d, for additional Tenant obligations and Section 5.e for additional Landlord obligations.

10. **Insurance and Indemnity**.

a. Insurance.

i. During the Term, Tenant will maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or self-insurance retentions reasonably acceptable to Tenant and Landlord: (i) workers' compensation insurance at the State statutory limits; (ii) automobile liability coverage of $1,000,000 per occurrence; (iii) commercial general liability insurance with limits of not less than $2,000,000 per occurrence against claims for the Premises (but only with respect to Tenant's operation and activity on the Premises and the results of its operations and activities thereon) and Premises damage and injury to or death of one or more persons with an aggregate limit of $5,000,000 for each policy year; and (iv) Premises and casualty coverage in an amount sufficient to cover the replacement cost of the System; and (v) umbrella excess liability coverage with limits of not less than $5,000,000 per occurrence and in the aggregate, which will sit excess of the workers' compensation, commercial general liability, and automobile liability insurance. In addition, Tenant's engineering, procurement, and construction contractor will maintain builder's risk insurance for the value of the improvements and Tenant will require its engineering consultants providing design services to carry a minimum of $1,000,000.00 of professional liability insurance.

ii. From and after the commencement of construction and until construction completion, Tenant will (i) require each contractor installing the System to maintain the same types and amounts of insurance coverage required by Section 10.a.i, and (ii) obtain and maintain, or cause to be obtained and maintained, builders risk insurance and an all-risk property insurance policy, with a deductible not to exceed twenty-five thousand dollars ($25,000), covering the System in an amount equal to the replacement value of the System. Tenant agrees to release and waive, and will require its insurer to release and waive, all rights of subrogation against Landlord for

property damage caused by Landlord to the extent insured by such all-risk insurance policy.

iii. From and after the commencement of construction, Tenant shall obtain and maintain during the Term of this Lease, environmental liability insurance with policy limits reasonably satisfactory to Landlord, to provide coverage for environmental liabilities directly or indirectly based on, or arising or resulting from, and in respect of any action of, or release caused by, Tenant or Tenant's employees, agents or contractors (whether resulting from the introduction of Hazardous Material onto the Premises by Tenant, any damage to, or disturbance or disruption of, the existing capped landfill by Tenant, or otherwise).

iv. During the Term, Landlord will maintain the following insurance coverages in full force and effect: (i) commercial general liability insurance with limits of not less than $2,000,000 per occurrence against claims for Premises damage and injury to or death of one or more persons and $3,000,000 in the aggregate for each policy year; and (ii) umbrella excess liability coverage with limits of not less than $5,000,000 per occurrence and in the aggregate, which will sit excess of the commercial general liability insurance. In lieu of commercial insurance, Landlord may self-insure such exposure, either individually or by participation in a public entity joint self-insurance fund. Landlord agrees to release and waive, and will require its insurer to release and waive, all rights of subrogation against Tenant for property damage caused by Tenant to the extent insured by such all-risk insurance policy. If Landlord fails to maintain insurance or self-insures for loss Landlord shall be deemed to have released Tenant for all loss or damage which would have been covered if Landlord had so insured.

v. All policies will be issued by insurance companies with a rating of not less than "A" and financial size of not less than Class VIII, in the most current available "Best's Insurance Reports" and which are licenses to do business in the State of New Jersey. Each Party will name the other Party as an additional named insured under such policies. Each Party will provide the other Party with certificates of insurance and endorsements evidencing required insurance and additional insured for same prior to commencement of activities on the Premises and thereafter within ten (10) days following the renewal of any such policy. At the request of a Party, the other Party will provide copies of applicable policy endorsements to the requesting Party. If obtainable, said insurance coverage will provide that it will not be cancelable, nor will the coverage thereunder be reduced, without at least thirty (30) days prior written notice to said additional named insureds and may be written in any combination of self-insurance retentions and insurance from one or more responsible insurance companies, in form satisfactory to both Parties. The minimum limits of such insurance will in no way limit or diminish any Party's liability pursuant to this Lease. The

requirements of this Section 10.a.iii shall not apply in the case of any self-insurance by Landlord.

vi. Provided same is available under such policies, the insurer of any policy obtained by either Landlord or Tenant may not cancel, non-renew, reduce in amount or change such policy in any other way that affects the interest of the other Party without giving thirty (30) days' prior written notice to the other Party.

vii. Failure by either Landlord or Tenant to obtain, procure or maintain the required insurance shall constitute a material breach of this Lease by that Party.

viii. Each of Landlord and Tenant shall provide the other Party with certificates of insurance evidencing the policies and endorsements set forth in this Lease no later than thirty (30) days after the Effective Date (or such later date by which such policy is required to be in place), and no later than thirty (30) days prior to the renewal date of such policies.

b. Indemnity.

i. To the extent permitted by law and subject to the provisions of Section 10.e, Section 12.w, and Section 12.x below, Landlord will indemnify, defend and hold harmless Tenant, its officers, directors, partners, agents, representatives, employees, shareholders, members, contractors and subcontractors, and their respective successors and permitted assigns ("Tenant Indemnified Parties") and the Township, its elected and appointed officials, agents, representatives, employees, contractors and subcontractors ("Township Indemnified Parties") from and against any and all claims, allegations, suits, penalties, obligations, losses, payments, causes of action, damages (including natural recourse damages), costs, expenses, attorneys' fees, or liabilities (collectively "Claims") including, without limitation, Claims for loss or damage to the Premises, or for death or injury to any person or persons, arising out of (a) Landlord's material breach of this Lease; (b) the negligence or wrongful action or inaction of Landlord or it partners, agents, affiliates, representatives, employees, tenants, invitees, contractors and subcontractors, successors and assigns, or any other third party under their control; (c) any past, present or future Environmental Condition at, on or emanating from the Property (other than as directly or indirectly based on, or arising or resulting from the performance or non-performance of, the Closure Obligations by Tenant, and other than in respect of any action of, or release caused by, Tenant or Tenant's employees, agents or contractors, whether resulting from the introduction of Hazardous Material onto the Premises by Tenant, any damage to, or disturbance or disruption of, the existing capped landfill by Tenant); (d) Claims against the Premises or Landlord arising or accruing prior to the Effective Date; (e) Claims related to the Premises, Landlord, or the System

arising or accruing after the Effective Date due to the breach or alleged breach of any obligation to a third party by Landlord or any third party under the control of Landlord, or (f) Claims related to the Retained Methane Utilization Rights, including, without limitation, the Methane Facilities,. In no event, however, will Landlord be required to reimburse or indemnify any of the Tenant Indemnified Parties to the extent that such Claims are due to the negligence or wrongful actions or inactions of the Tenant Indemnified Parties, or to reimburse or indemnify any of the Township Indemnified Parties to the extent that such Claims are due to the negligence or wrongful actions or inactions of the Township Indemnified Parties..

ii. To the extent permitted by law and subject to the provisions of Section 10.e, Section 12.w, and Section 12.x below, Tenant will indemnify, defend and hold harmless Landlord, its officers, agents, affiliates, representatives, employees, tenants, contractors and subcontractors and its respective successors and permitted assigns ("Landlord Indemnified Parties") and the Township Indemnified Parties from and against any Claims including, without limitation, Claims for loss or damage to any County Property or the Premises (or for death or injury to any person or persons, arising from (a) Tenant's material breach of this Lease; (b) the negligent or wrongful acts or omissions of Tenant, its officers, directors, partners, agents, representatives, employees, shareholders, members, contractors and subcontractors; (c) the storing, generating, and/or disposing of Hazardous Materials in violation of any applicable Environmental Laws at the County Property or Premises by Tenant; (d) the performance or non-performance of the Closure Obligations by Tenant; (e) the release of Hazardous Material at, on, under, originating or migrating from the Premises caused by Tenant, or the exacerbation of existing Hazardous Material at, on, under, originating or migrating from the Premises caused by Tenant (and in such event Tenant shall only be liable for the extent of such exacerbation); (f) intentionally deleted; or (g) any accident, injury or damage to any person or property occurring on the Premises or any part thereof; or (h) intentionally deleted. In no event, however, will Tenant be required to reimburse or indemnify any of the Landlord Indemnified Parties to the extent such Claims are due to the negligence or wrongful actions or inactions of the Landlord Indemnified Parties or to reimburse or indemnify any of the Township Indemnified Parties to the extent that such Claims are due to the negligence or wrongful actions or inactions of the Township Indemnified Parties.

iii. An indemnified party will notify the indemnifying party promptly of any claims or demands against the indemnified party from a third party for which the indemnifying party is responsible hereunder. The foregoing indemnities will be in addition to and not in lieu of any other indemnity obligations provided by law and/or elsewhere in this Lease.

c. Intentionally Omitted.

d. No Personal Liability. No official, employee, agent or representative of a Party shall be individually or personally liable for any obligation or liability of such Party under this Lease.

e. Right to Setoff. Each of Landlord, Township and Tenant reserves all rights, setoffs, counterclaims and other remedies and defenses (to the extent not expressly herein waived or denied) to which such Party has or may be entitled arising from or out of this Lease.

f. Waiver of Subrogation. Landlord, Township, and Tenant each hereby release the others and each waives, and will cause its insurance carrier to waive, any right of recovery against the other Parties for any loss of or damage to property which loss or damage is (or, if the insurance required hereunder had been carried, would have been) covered by insurance.

g. Survival. The provisions of this Article 10 will survive the expiration or termination of this Lease.

11. **Defaults and Remedies.**

a. Events of Default. Each Party has entered into this Lease upon the condition that the other Parties will timely and faithfully perform all of its respective obligations hereunder. With regard to Tenant, each of the following events will be deemed to be an "Event of Default" hereunder:

i. Failure to pay any payment due hereunder for more than ten (10) days after written notice of such failure is given to Tenant by the non-defaulting party, *i.e.*, either Landlord or Township, as applicable;

ii. Execution of any actual or purported assignment, sublease or subleasehold mortgage in violation of the provisions of this Lease;

iii. Termination or expiration without renewal of any Payment Bond, Completion Bond or Decommissioning Bond required by this Lease; unless replaced within thirty (30) days of Landlord's written notice to Tenant of such failure.

iv. Breach of a non-monetary obligation where the breach continues for a period of thirty (30) days after written notice thereof is given to Tenant by the non-defaulting party, *i.e.*, either Landlord or Township, as applicable; provided, however, if such default is not reasonably curable within thirty (30) days, it will not be deemed an Event of Default if Tenant commences to cure such failure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion;

v. Tenant (a) is insolvent, generally does not pay its debts as they mature or makes a general assignment for the benefit of creditors; (b) voluntarily commences any case or proceeding seeking to have an order for relief

entered on its behalf as a debtor, or to adjudicate it bankrupt or insolvent or seeking a reorganization, arrangement, liquidation or dissolution of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or seeking the appointment of a receiver, trustee or similar official; (c) has an involuntary bankruptcy proceeding commenced against it and such case or proceeding (1) results in entry of an order for relief which is not fully stayed within ten (10) business days, or (2) remains un-dismissed for a period of sixty (60) days; or

vi. Any representation or warranty made by Tenant in this Lease is false or misleading in any material respect when made or when repeated.

b. Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant (a "Tenant Default"), in addition to its indemnity rights hereunder, Landlord will have the option to pursue any one or more of the following remedies, as applicable:

i. If the default relates to work (other than the operation of and sale of electricity from the System) to be performed by Tenant, perform such work or cause it to be performed, for the account of Tenant, without waiving such Event of Default, and without liability to Tenant for any additional costs associated with public body contract procurement, or any loss or damage which may result to Tenant's equipment or business by reason of such work, and Tenant, on demand will pay to Landlord as a Lease fee hereunder, the cost of such work plus ten percent (10%) thereof as administrative costs; or

ii. Terminate this Lease upon at least thirty (30) days additional written notice to Tenant;

iii. Take recourse under any Payment Bond, Completion Bond or Decommissioning Bond;

iv. Take possession and control of the System and operate (or retain a third party to operate) the same for the furtherance of the Parties' stated intentions and agreements under this Lease. To be certain, where Landlord elects this remedy for Tenant Default, title to the System, electric revenue and all Attributes & Incentives will remain with Tenant, but Tenant will be liable to Landlord for reasonable costs of operating and maintaining the System and Landlord (or its third party operator) will operate and maintain the System in accordance with this Lease and the Interconnection Agreements; and

v. Take such other remedies as may be available to it, whether by at law, by the terms of this Lease, or otherwise.

c. Landlord and/or Township Default and Tenant's Remedies. The failure of either Landlord or Township, as applicable, to perform or observe any of their obligations under this Lease shall constitute a default by Landlord or Township, as applicable, under this Lease only if such failure shall continue for a period of thirty (30) days

after Landlord or Township, as applicable, receives written notice from Tenant specifying the default (or the additional time, if any, that is reasonably necessary to promptly and diligently cure the default). The notice shall give in reasonable detail the nature and extent of the failure and shall identify the Lease provision(s) containing the obligation(s). If Landlord or Township, as applicable, shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Tenant may pursue any remedies available to it under law or at equity (including specific performance and injunctive relief) and this Lease.

d. Force Majeure/Change in Law.

i. A "Force Majeure Event" means an unforeseeable event that is not in the reasonable control of the Party claiming the Force Majeure Event to the extent not caused by the actions or inactions of the Party claiming a Force Majeure Event or its agents or employees, including, without limitation: (a) an act of God (such as earthquakes, fires, hurricanes, floods, epidemics, pandemics, and tornadoes); (b) a general moratorium imposed by a governmental or regulatory authority; (c) war, riots, acts of a public enemy, insurrection, acts of terrorism or civil disturbance; (d) action or inactions of a governmental or regulatory authority; and/or (e) strikes, walkouts, lockouts or similar labor actions or disputes. To avoid doubt, only Tenant may claim a Force Majeure Event pursuant to subsection (d) of this Section 11.d.i.

ii. Except as otherwise specifically provided in this Lease, no Party will be considered in breach of this Lease or liable for any delay or failure to comply with this Lease, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event, provided that the Party claiming relief as a result of a Force Majeure Event (a) provides prompt written notice to the other Party of the existence of the Force Majeure Event; (b) exercises all reasonable efforts to mitigate the effects of the Force Majeure Event; and (c) resumes performance of its obligations hereunder as soon as practicable thereafter.

iii. If the System is substantially damaged or destroyed by a Force Majeure Event, it may be replaced by Tenant at Tenant's election, and provided such election is made with one hundred and twenty (120) days of such Force Majeure Event, all terms and conditions of this Lease will remain in effect, including the remaining Lease Term. If Tenant does not so elect, this Lease will terminate upon the one hundred twentieth (120^{th}) day of the duration of the Force Majeure Event and in such event Tenant shall remove of the System and restore the Premises as provided in Section 3.b.ii. Where this Lease is automatically terminated under this Section 11.d.iii, no Party will have any liability to another Party due to such termination, but any liabilities under this Lease theretofore arising (or thereafter arising by virtue of

obligations which by the terms of this Lease survive expiration or termination) shall remain.

iv. In the event there is a change in Applicable Laws or PJM Requirements that prohibits Tenant from selling electricity from the System or eliminates the New Jersey Office of Clean Energy Solar Renewable Energy Certificate program without suitable replacement, Tenant will have the right to terminate this Lease. Where Tenant terminates this Lease under this Section 11.d.iv, no Party will have any liability to another Party due to such termination, but any liabilities under this Lease theretofore arising (or thereafter arising by virtue of obligations which by the terms of this Lease survive expiration or termination) shall remain and Tenant shall remain responsible for the removal of the System and restoration of the Premises as provided in Section 3.b.

e. Non-Disturbance and Recognition Agreement.

i. Provided Tenant is not then in default under the sublease set forth herein between the Township as sublandlord, and Tenant, as subtenant, beyond the expiration of any applicable notice and grace period, if the lease of the Premises between Landlord and Township set forth in this Lease is terminated for any reason whatsoever:

1. the sublease will not terminate or otherwise be affected by reason of such expiration or termination of the Lease;

2. Tenant will not be named or joined as a party defendant in any action or proceeding which may be instituted or taken with respect to or pursuant to the provisions of the Lease;

3. Tenant will not be evicted from the Premises by Landlord or any assignee whose rights derive from, under or through Landlord and Tenant's right of possession and other rights under the Lease will not be terminated, disturbed, extinguished, diminished or interfered with; and

4. the Lease will continue in full force and effect as a direct lease between Landlord, as landlord, and Tenant, as tenant, upon the same rental and all of the other terms, covenants and conditions contained in the Lease, without necessity for executing a new lease.

ii. As of the date that Landlord succeeds to Township's interest in the Lease, Tenant will attorn to Landlord, and recognize Landlord as landlord, Landlord will accept Tenant's attornment and recognize Tenant as tenant under the Lease and the terms, covenants and conditions of the Lease, and the rights, remedies and obligations thereunder will be binding upon and

inure to the benefit of Tenant as tenant and Landlord as the original landlord.

iii. Landlord will comply with all of the covenants and obligations of the landlord under the Lease accruing after the time Landlord so succeeds to Township's interest in and to the Lease, provided Tenant gives Landlord written notice of such default and a reasonable time (in any event not less time that granted by the Lease) within which to cure such default.

iv. Intentionally omitted.

v. Neither the Lease nor any other instrument executed in connection therewith will cover or be construed as subjecting in any manner to the lien thereof, all or any portion of the System, including all alterations, additions, improvements or installations made thereto and all Tenant property used in connection with the installation, operation and maintenance of the System (collectively, "Tenant's Property"). Although the provisions of this subsection 11.e.v will be self-operative without any further action by Landlord or Tenant, Landlord agrees that if any lender to which Tenant grants a security interest in Tenant's Property or any lessor who leases Tenant's Property to Tenant requests that Landlord confirm that it has waived any lien which Landlord may have thereupon by operation of law or otherwise, Landlord will promptly execute and deliver to Tenant an instrument so requested of it in form reasonable satisfactory to such lender or lessor. Landlord agrees that any lender to whom Tenant grants a security interest in Tenant's Property, as aforesaid, or any lessor of Tenant's Property, will have the right to enter upon the Premises for the purpose of removing Tenant's Property, and that Landlord will not hinder or delay such removal, provided that such lender or lessor (a) repairs any damage to the Premises caused by such removal, (b) indemnifies Landlord and holds Landlord harmless from and against all claims for personal injury or property damage caused by the negligence or willful misconduct of such lessor or lender or its employees, agents, servants or representatives and (c) otherwise complies with the terms of the Lease in connection with such removal.

12. General Provisions.

a. Notices. All notices, communications and waivers under this Lease will be in writing and will be delivered (i) in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, (iii) sent by reputable overnight express courier; or (iv) sent via email, in each case to the persons at the addresses below, or to any other address that the receiving Party designates in writing:

i. If to Landlord: County of Monmouth
One East Main Street

Freehold, NJ 07728
Attention: Michael D. Fitzgerald, County Counsel
Email: Michael.fitzgerald@co.monmouth.nj.us

with a copy to: James G. Fearon, Esq.
Dilworth Paxson LLP
4 Paragon Way, Suite 400
Freehold, NJ 07728
Email: jfearon@dilworthlaw.com

ii. If to Township: Township of Middletown
1 Kings Highway
Middletown, NJ 07748
Attention: Anthony P. Mercantante, P.P., AICP,
Township Administrator
Email: amercant@middletownnj.org

with a copy to: Brian M. Nelson, Esq.
Spiro Harrison & Nelson LLC
Two Bridge Avenue, Suite 322
Red Bank, NJ 07701
Email: bnelson@shnlegal.com

iii. If to Tenant: Port Belford Solar Farm, LLC
331 Newman Springs
Building 1, 4th Floor, Suite 143
Red Bank, NJ 07701
Attention: Gary R. Cicero
Email: gcicero@ceprenewables.com

with a copy to: Steven P. Gouin, Esq.
Giordano, Halleran & Ciesla, P.C.
125 Half Mile Road, Suite 300
Red Bank, NJ 07701
Email: sgouin@ghclaw.com

Notices will be deemed received (1) if personally delivered, then on the date of delivery, (2) if sent by reputable overnight express courier, then on the next business day immediately following the day sent, (3) if sent by registered or certified mail, then on the earlier of the third business day after the day sent, or, if earlier, when actually received; or (4) if sent by email, when written confirmation of receipt is received.

b. Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Landlord or Tenant will be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

c. Limited Effect of Waiver. The failure of a Party to enforce any of the provisions of

this Lease, or the waiver thereof in any instance will not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

d. Severability. If any term or provision of this Lease is held invalid or unenforceable to any extent under applicable law by a court of competent jurisdiction, the remainder of this Lease will not be affected thereby, and each term and provision will be valid and enforceable to the fullest extent permitted by law.

e. Relation of Parties. The relationship among the Parties will not be that of partners, agents or joint ventures for one another, and nothing contained in this Lease will be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes.

f. Successors and Assigns. This Lease and the rights and obligations under this Lease will be binding upon and will inure to the benefit of the Parties their respective permitted successors and assigns.

g. Assignment. The duties and obligations of Landlord and the Township under this Lease are not assignable but shall be binding upon their respective successors. The duties and obligations of Tenant under this Lease are not assignable without the written consent of Landlord and the Township, which consent will not be unreasonably withheld, conditioned or delayed. Any such assignment shall be conditioned upon execution by the assignee of an instrument, in form and substance reasonably acceptable to Landlord and the Tenant, assuming in writing all of the duties and obligations of Tenant under this Lease. Notwithstanding the foregoing:

    i. Prior to the Commercial Operation Date, any assignment by Tenant shall be subject to the prior written consent of (A) Landlord, which consent shall be subject to Landlord's receipt and review of the information described in clause iii below, and (B) the Township and Master Redeveloper, which consents shall be governed by the provisions of the Sub-Redevelopment Agreement pertaining to assignments.

    ii. Following the Commercial Operation Date and issuance of a Certificate of Completion pursuant to the Sub-Redevelopment Agreement, on notice to Landlord and the Township, Tenant will be entitled to assign its duties and obligations under this Lease, without the prior consent of Landlord or Township, but with advance written notice to Landlord as provided in clause iii below, to a public utility or, in addition thereto, any creditworthy qualified purchaser of the System as part of the sale of the Tenant or as part of a merger or acquisition, or as a result of a sale of the System as an asset; provided, that the successor party is financially capable of meeting Tenant's duties and obligations and expressly assumes all of the duties and obligations under this Lease in a writing provided to Landlord and the Township.

iii. At least thirty (30) days prior to any proposed assignment, Tenant shall furnish to Landlord and the Township reasonably detailed information (financial and otherwise) including at a minimum the information described in Section 2.s, as to the identity and business history of the proposed assignee, the proposed effective date of the assignment, and a form of the proposed assignment. Landlord and Township each agree that such approval shall not be unreasonably withheld, delayed, or conditioned. If Tenant provides all of the required information to each of Landlord and Township, and each Party fails to either consent to or respond to Tenant's proposed assignment, within thirty (30) days of the date of Tenant's complete submission, it shall automatically be deemed that each of Landlord and Township has granted its consent to such proposed assignment.

iv. To the extent Tenant pledges or otherwise hypothecates its ownership interest in the System to a lender or other third party, then notwithstanding any entitlement by such entity to take possession of the System, such entity shall not be permitted to access or operate the System unless and until such entity becomes a permitted assignee of this Lease, in the manner provided by this Section 12.g.

h. No Sub-subleases. Tenant shall have no power to sub-sublease the Premises either in whole or in part, without the prior written consent of Landlord and the Township, which consent shall not be unreasonably, withheld, delayed, or conditioned.

i. Applicable Law. This Lease and the performance thereof will be governed, interpreted, construed, and regulated by the laws of the State of New Jersey, without giving effect to any conflict of laws principles. **THE PARTIES EACH EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH TENANT. TOWNSHIP AND/OR LANDLORD MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE.**

j. Jurisdiction and Venue. The Parties agree that any litigation in respect of this Lease shall be brought in the Superior Court of New Jersey in a court located in Monmouth County, New Jersey.

k. Merger. This Lease constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the Parties with respect to the subject matter hereof.

l. Attorneys' Fees. In any lawsuit or action under this Lease in addition to any other relief granted by the court or an arbitrator, each party will bear its own attorneys' fees and costs, except as otherwise stated in this Lease.

m. Short Form Lease/Runs with the Land. This Lease will run with the land, and Landlord agrees and covenants to put all current and future entities with property

interests in the Premises on notice of this Lease and ensure that such parties comply with the terms of this Lease, as applicable. Concurrently with the execution of this Lease, Landlord, Township, and Tenant will execute in recordable form the Memorandum of this Lease attached hereto as **Exhibit G**. Landlord will record the Memorandum of Lease and pay the recording costs in connection with same.

n. General Representations and Warranties. Each Party represents and warrants that the individuals executing this Lease on behalf of the Tenant, Township, or the Landlord are authorized to do so by requisite action of that Party to this Lease; each has provided the other Party with the relevant corporate governance documents indicating such authority; it is duly organized, validly existing and in good standing in under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Lease; it has or will obtain when required all regulatory authorizations necessary to legally perform its obligations hereunder with no additional third party consents; and there are no bankruptcy, insolvency, reorganization, receivership or other comparable proceedings pending or being contemplated by it or threatened against it.

o. Use of Project as a Professional Reference. The Parties each will submit to the other Parties for approval any press releases regarding the System and/or this Lease and will not submit for publications any such releases without the written approval of the other Parties, which approval will not be unreasonably withheld or delayed. The Parties may agree in writing on specific statements that may be used by another Party in relation to the use of solar or renewable energy without the need for approval from another Party.

p. Captions. All indices, titles, subject headings, section titles and similar items are provided for the purpose of reference and convenience, and are not intended to be inclusive, definitive or affect the meaning, content or scope of this Lease.

q. Joint Preparation. This Lease has been negotiated by all Parties hereto with the assistance and input of their respective attorneys, and therefore no ambiguity herein will be construed for or against any Party based upon the identity of the author of this Lease or any portion hereof.

r. Time is of the Essence. Time is of the essence of this Lease and the performance of all obligations hereunder.

s. Counterparts. This Lease may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument. Emailed and/or faxed signatures are binding.

t. Survival. Cancellation, expiration or earlier termination of this Lease will not relieve the Parties of obligations that by their very nature should survive such cancellation, expiration or termination. To be certain, all representations and warranties, and all agreements by the Parties in this Lease to defend, hold harmless, reimburse, and/or indemnify each other will survive the termination of this Lease,

and the termination of this Lease will not limit or otherwise affect the respective rights and obligations of the Parties, which accrued prior to the date of termination, and which continue to exist following the termination of this Lease.

u. Limitation of Landlord's Liability. It is specifically understood and agreed that there will be no personal liability on Landlord, any officer or member of Landlord or any successor-in-interest to Landlord with respect to any of the covenants, conditions, or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under this Lease, **Tenant will look solely to Landlord's interest in the County Property, including all rents and proceeds derived therefrom, for the satisfaction of Tenant's remedies.** The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit the personal liability of Landlord in case of the recovery of a judgment against Landlord; nor will the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be available to Tenant by law or under this Lease. Tenant must, however, litigate any claim which Tenant is unable to amicably resolve with Landlord and will not make any deduction from the Lease Fee or other charges due hereunder on account of any claim, unless permitted to do so under this Lease or by court order.

v. Exhibits. All exhibits and schedules attached to this Lease will be deemed to be a part of this Lease and are incorporated herein.

w. Waiver of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE TO THE CONTRARY, EXCEPT IN CONNECTION WITH THIRD-PARTY CLAIMS IN NO EVENT, WHETHER BASED IN CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL ANY PARTY, OR ITS AFFILIATES OR ITS AND THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF, RELATE TO, OR ARE OTHERWISE ATTRIBUTABLE TO THIS LEASE OR THE PERFORMANCE OR NON-PERFORMANCE OF DUTIES HEREUNDER.

x. No Punitive Damages. Notwithstanding any provision in this Lease to the contrary, neither Landlord, Township, nor Tenant will be liable to the others for punitive damages arising out of this Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed the day and year first above written.

LANDLORD:
COUNTY OF MONMOUTH, NEW JERSEY

By:_____
Name: THOMAS A. ARNONE
Title: Director of the Board of County Commissioners

TOWNSHIP:
TOWNSHIP OF MIDDLETOWN

By:_____
Name: Anthony S. Perry
Title: Mayor

TENANT:
PORT BELFORD SOLAR FARM, LLC

By:_____
Name:
Title:

STATE OF NEW JERSEY)
) ss:
COUNTY OF MONMOUTH)

BE IT REMEMBERED that on this ___ day of _____, 2023, before me personally appeared _____, who, being by me duly sworn on his/her oath, deposes and proves to my satisfaction that he/she is the Director of the Board of County Commissioners of the County of Monmouth, New Jersey; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of such Board; that deponent well knows the seal of such Board; and the seal affixed to such instrument is the Board seal and was thereto affixed, and such instrument signed and delivered by such Director, as and for her voluntary act and deed and as and for the voluntary act and deed of such County, in the presence of deponent, who thereupon subscribed his name thereto as witness.

_____
Tamara Brown,
Clerk of the Board of County Commissioners

STATE OF NEW JERSEY)
) ss:
COUNTY OF MONMOUTH)

BE IT REMEMBERED that on this ___ day of _____, 2023, before me personally appeared _____, who, being by me duly sworn on his/her oath, deposes and proves to my satisfaction that he/she is the Mayor of the Township of Middletown, in the County of Monmouth, New Jersey; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the governing body of such Township; that deponent well knows the seal of such Board; and the seal affixed to such instrument is the Township seal and was thereto affixed, and such instrument signed and delivered by such Mayor, as and for her voluntary act and deed and as and for the voluntary act and deed of such Township, in the presence of deponent, who thereupon subscribed his name thereto as witness.

_____
_____, Municipal Clerk

STATE OF NEW JERSEY)
) ss:
COUNTY OF MONMOUTH)

On the _____ day of _____, 20__, before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she is the _____ of Port Belford Solar Farm, LLC, the Tenant described in and which executed the above instrument; and that he/she was authorized to sign his/her name thereto on behalf of such legal entity.

_____
Notary Public
My Commission Expires:

Exhibit A

LEGAL DESCRIPTION OF THE COUNTY PROPERTY

Exhibit B

CONCEPTUAL SUBDIVISION PLAN

Exhibit C

LANDFILL CLOSURE AND POST CLOSURE CARE PLAN

Exhibit D

SITE PLAN

Exhibit E

DECLARATION OF COVENANTS

Exhibit F

PERMITTED ENCUMBRANCES

Exhibit G

FORM OF MEMORANDUM OF LEASE