

Turners Falls Municipal Airport



Franklin Regional
Council of Governments

Montague Airport Commission

RFP TITLE: Lease Turners Falls Municipal Airport
Property

FRCOG RFP #: 2023-2050

DATE OF ISSUANCE: March 1, 2023
RFPs shall be downloaded from
<https://frcog.org/bids> in order for all RFP
holders to be provided with Addenda and
Notifications as they become available.

RFP DUE DATE/TIME: March 31, 2023 at 2pm

SUBMIT TO: Franklin Regional Council of Governments
(FRCOG)
On behalf of the Turners Falls Municipal Airport

DELIVER SEALED, COMPLETED SUBMISSIONS with RFP NUMBER IDENTIFIED TO

Franklin Regional Council of Governments
12 Olive St, Suite 2
Greenfield, MA 01302
Attn: Chief Procurement Officer
Phone number for inquiries: 413-774-3167 x 104

The Franklin Regional Council of Governments (FRCOG) and the AIRPORT do not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities. If you would like accessibility or language accommodation, please contact the Title VI Coordinator at 413-774-3167 (voice) (MA Relay System: 800-439-2370), 413-774-3169 (fax), or civilrights@frcog.org (e-mail).

RFP 2023-2050 TURNERS FALLS MUNICIPAL AIRPORT PROPERTY LEASE

ADVERTISEMENT

Advertisement for Bid per M.G.L. Ch.30b §16

- A. FRCOG and MONTAGUE Webpage – March 1, 2023
- B. Central Register March 1, 2023
- C. Greenfield Recorder – March 1, 2023
March 8, 2023

includes the MA Newspaper Publisher's Assoc website:
www.masspublicnotices.org

CRITICAL DATES

- A. Site Visit Period March 1 – 20, 2023
- B. Deadline for written questions – March 21, 2023
- C. Addenda issued, if necessary – March 24, 2023
- D. Deadline for Submission of Proposals – March 31, 2023 at 2:00pm

ESTIMATED DATES

- A. Time for Proposal Consideration Up to 60 days
- B. Lease issued on or before June 1, 2023

LEGAL ADVERTISEMENT PER MGL CH 30b §16 (will appear two weeks consecutively)

REQUEST FOR PROPOSALS: The Franklin Regional Council of Governments (FRCOG) will accept proposals on behalf of the Montague Airport Commission for lease of land per MGL Ch30b §16 . Sealed proposals marked **“TURNERS FALLS AIRPORT PROPERTY LEASE FOR SOLAR DEVELOPMENT”** in the lower left hand corner of the envelope will be received by FRCOG, 12 Olive St. # 2, Greenfield, MA 01301, until March 31, 2023 at 2 p.m. where they will be publicly opened and read. Download proposal materials and instructions from <https://frcog.org/bids>. The Turners Falls Municipal Airport / Montague Airport Commission is the awarding authority and reserves the right to accept or reject any or all proposals in total or in part as they may deem in the best public interest.

The Franklin Regional Council of Governments, on behalf of the Turners Falls Municipal Airport / Montague Airport Commission (Airport) invites proposals to lease land for solar development in accordance with the terms, conditions, and specifications herein.

Pursuant to M.G.L. c 30B, §16 sealed proposals will be received at the Franklin Regional Council of Governments (FRCOG), 12 Olive Street, Suite 2, Greenfield, MA 01301 until **2:00 pm, on March 31, 2023**, at which time and place, they will be opened, witnessed and a Registry of Proposals created.

Interested proposers may contact the Airport Manager, Bryan Camden, to arrange for a site visit at any time between February 1 and February 28 by calling 413-863-0044 to make an appointment.

Advertisement of this RFP will be made in the following places:

MA Central Register
Greenfield Recorder Newspaper
FRCOG bid website
Town of Montague and Turners Falls Airport websites

Questions about this procurement may be submitted in writing to Andrea Woods, Chief Procurement Officer at the Franklin Regional Council of Governments via email to bids@frcog.org. Questions will be accepted from March 1 – March 21. Any needed clarification or addenda will be sent to all planholders by March 24.

1. Introduction

The purpose of this RFP is to solicit proposals to lease up to 36.10 acres of property located on the North-East side of the Turners Falls Municipal Airport for purposes of SOLAR DEVELOPMENT only. Property include portions of the following Town of Montague Tax parcels- 17-0-15A, 17-0-024, 17-0-023, 24-0-01, and 17-0-25. This property is land locked, and is not serviced by any utilities. A Dirt access road is available to developers for the length of the lease. Potential development must meet all structural height restrictions set forth by the FAA (Form 7460-1) and obtain an Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) prior to construction. In addition, MassDOT Aeronautics Division must approve all conditions prior to start. Coordination with Massachusetts Natural Heritage & Endangered Species Program as well as the Tribal Historic Preservation Office for the project region will be required. Any development is subject to all Town of Montague regulations, permitting, and approval. Desired development would have limited to no impact on existing grasslands, airport user safety, property abutters, and general airport operations.

Each Proposer (which term includes the Proposer and its predecessors, successors, affiliates and assigns) must meet all proposal evaluation criteria, and all minimum requirements contained in the RFP, must submit a proposal price form, and must include all

requested documents. The AIRPORT has attempted in this RFP to be as accurate as possible, but it is not responsible for any unintentional errors herein.

2. Submission Requirements

The Proposer shall submit one original and four copies of sealed proposals PLUS one copy on a Flash Drive to **Franklin Regional Council of Governments**, as described and plainly marked **“TURNERS FALLS AIRPORT PROPERTY LEASE FOR SOLAR DEVELOPMENT”**

Proposers may correct, modify or withdraw proposals in writing only, and such writing must be received by FRCOG not less than 48 hours prior to the proposal opening.

Each proposal shall remain in effect and be available for acceptance by AIRPORT for a period of sixty (60) calendar days from the deadline for submission.

The proposal must include the following:

- Letter of Submittal
The letter must be signed by an authorized signatory of the company and addressed to “Turners Falls Municipal Airport/ Montague Airport Commission”. The letter must outline the applicant’s understanding of the objectives articulated in the RFP.
- Applicant’s Identification
Identify the name of the applicant or applicants, street address, mailing address, and telephone number. Specify the legal form of the group or firm.
If a privately held company, list all officers, partners or owners of the entity by name, title and percentage of ownership and their addresses and telephone numbers.
- Draft Sketch
Provide draft sketch(es) that indicate the proposed layout of the proposed development.
- Proposed Lease Price
The proposed financial terms (meeting or exceeding the minimum price set forth in this RFP) that includes the annual rental payment for each year as well as the expected monthly rent payment on the Proposal Price Form. Note that the leasehold interest will be subject to tax to the lessee under GL c59 §2B.

The following items will also be included in the Lease:

3. Lease Documents and Terms

Lease Documents: The Lease shall include and incorporate the following documents:

- a) Signed lease (in substantially the form included with this RFP)
- b) Request for Proposal (RFP) (which shall apply except to the extent this Lease provides otherwise).
- c) RFP Response (which shall apply except to the extent the Lease provides otherwise and shall be subordinate to the terms and conditions of the RFP if different).
- d) Description of Premises: The RFP document includes Attachments including a map of the location. Also, see description in #1 Introduction.
- e) Authorization of the governing body authorizing the work and services contemplated herein.
- f) Insurance certificates evidencing the insurance required.
- g) Tax Compliance Certification and Non-Collusion Statement.

All provisions of the Lease documents shall be strictly complied with and conformed to by the Lessee, and no amendment to this Lease shall be made except by written amendment signed by authorized representatives of the parties. No amendment shall be construed to release either party from any obligation of the Lease except as specifically provided for in such amendment.

Agreement to Term: 20 years, with 2 renewal options.

3. Plans and Specifications

Lessee shall submit for approval by the AIRPORT all plans and specifications for development of the property. Approval of the plans and/or specifications by AIRPORT shall in no way relieve Lessee of the responsibilities hereunder.

Permits and costs of same required for the development proposed are the responsibility of the lessee/developer.

There is no timber/lumber value on the property, as trees are all young pine growth. Lessee/developer is responsible for clearing all trees to make the site ready for development. All brush and debris must be removed and properly disposed of. AIRPORT makes no guarantee of site conditions. Lessee is expected to make all inspections, tests including subsurface tests required at their own expense before bidding.

4. Predevelopment Status at End of Lease

Lessee shall agree to return the property to pre-development status at termination of the lease (less any trees). A bond will be required from the winning developer at the time of lease signing. A template of the bond form is attached to this RFP.

5. Minimum Lease Proposal Bid

The minimum considered price bid for property lease is \$2,550 per acre with an increase of 3.5% every fifth year.

6. Minimum Proposal Criteria

Minimum Requirements

Proposals must meet the following minimum criteria to qualify for competitive consideration:

1. Demonstrate complete conformance with all submission requirements including Conditions for Submittal as previously stated in the RFP.
2. The Proposer must include sketches which satisfactorily describe the intended development in accordance with accepted standards.
3. It must be shown that the Proposer has the ability to and the finances to maintain the lease. Submit an independently audited financial statement or letter from financial institution attesting to financial stability.
4. Proposer must have experience successfully developing property in a responsible manner. Proposer must include a list of all solar development projects done for Public/Governmental clients in the last three years with contact information for each project reference. Additional references may be researched and contacted by the AIRPORT to provide assurance of responsibility of Proposer.

7. Evaluation of Proposals

All proposals will be reviewed in accordance with M.G.L. c. 30B by the AIRPORT and final selection will be made by AIRPORT based on the results of AIRPORT's evaluation and analysis of the information and materials required under this RFP.

A Lease will be awarded, if at all, to a responsive and responsible Proposer whose proposal is deemed by the AIRPORT to be the most advantageous, taking into consideration price and the meeting of criteria contained in this RFP.

A “responsive” proposal is one that includes all documents and information required by, and satisfies all minimum requirements contained in this RFP.

A “responsible” Proposer is one who demonstrates through its proposal that it possesses the experience, resources, and financial stability to fulfill the requirements of this RFP.

The “most advantageous” proposal is one that has been determined by AIRPORT to best satisfy the requirements as stated in this RFP and that offers the highest price.

The successful Proposer must sign a Lease substantially in the form included in this RFP, no later than forty five (45) days from the date of its receipt of a notice of award from AIRPORT. If the successful Proposer fails so to execute a Lease, AIRPORT may cancel the award to that Proposer and select the next most advantageous offer.

The AIRPORT reserves the right to reject any and all proposals if it determines that it is in the best interest of the AIRPORT to do so. The AIRPORT also reserves the right to waive any informalities in the proposals and accept the proposals to be in their best interest.

8. Disclosure of Beneficial Interests

The following Disclosure will be required of the successful Proposer

DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

(2) Type of Transaction, Agreement, or Document: Permanent Easement

(3) Public Agency Participating in Transaction: Town of Northfield

(4) Disclosing Party’s Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

____ Lessor/Landlord Lessee/Tenant

____ Seller/Grantor ____ Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME	RESIDENCE
_____	_____
_____	_____
_____	_____
_____	_____

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee’s interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement.

Failure to comply with the above conditions and requirements or any attached specifications or any other minimum qualifications will be justification to reject any proposal as incomplete.

**PROPOSAL PRICE FORM – LEASE OF PROPERTY FROM THE
TURNERS FALLS MUNICIPAL AIRPORT**

The undersigned is the Proposer described below, or authorized agent of such Proposer, and proposes to lease for Twenty Years from the Turners Falls Municipal Airport in accordance with the RFP:

Name of Proposer: _____

Address: _____

The proposed lease price is _____ dollars, (\$_____) per

Month per Acre for _____ Acres or _____ dollars

(\$_____) annually.

Best Price is based on Number of Acres _____ x Yearly Rent _____ =

\$ _____

It is understood that the Rent will increase 3.5% every fifth year.

The undersigned certifies that he/she has read AIRPORT's Request for Proposals (RFP) and agrees to the terms and conditions; that if this Proposal is selected by AIRPORT, then he/she shall enter into a Lease substantially the same as detailed in the RFP; and that said lease is subject to the approval of the Airport Commission.

The undersigned agrees to notify THE FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS in writing via email to bids@frcog.org or via US MAIL if he/she intends to withdraw the Proposal from consideration. If within sixty (60) days of submission of the RFP, the Proposer subsequently receives notification from AIRPORT of the AIRPORT's intent to sign a Lease, the Proposer must then proceed to sign said Lease as described in the RFP. If the undersigned is not the Proposer, then AIRPORT may request evidence that the Proposer has duly authorized the submission of this proposal form and/or evidence that the Proposer has given sufficient authority to submit the Proposal and execute the lease to the undersigned.

Pursuant to M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth **relating to taxes**, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies under penalties of perjury that this bid or proposal **has been made and submitted in good faith and without collusion** or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

NAME _____SIGNATURE

ADDRESS

DATE _____TELEPHONE NO.

EMAIL ADDRESS: _____

If different than the above, the Corporation or Proposer is:

NAME _____TELEPHONE NO.

ADDRESS

PROPOSER CHECKLIST

Submitted all information as requested

Cover Letter

References with Current Email and Phone Numbers and description of the Development by the proposer. All Public/Government Projects from the last three years must be listed.

Audited Financial Statement or letter from financial institution attesting to financial stability.

Sketches of Proposed Development

Price Proposal Form duly signed by person with authority to bind the organization

Submitted signed proposals in sealed envelopes duly marked. One original, four copies and one Flash Drive

Signed and dated Proposal Price Form

No conditions or restrictions have been placed by the company on this proposal that would declare it non-responsive.

Prepared to provide the insurance required and to execute the Disclosure of Beneficial Interest

ATTACHMENT A
Location Map



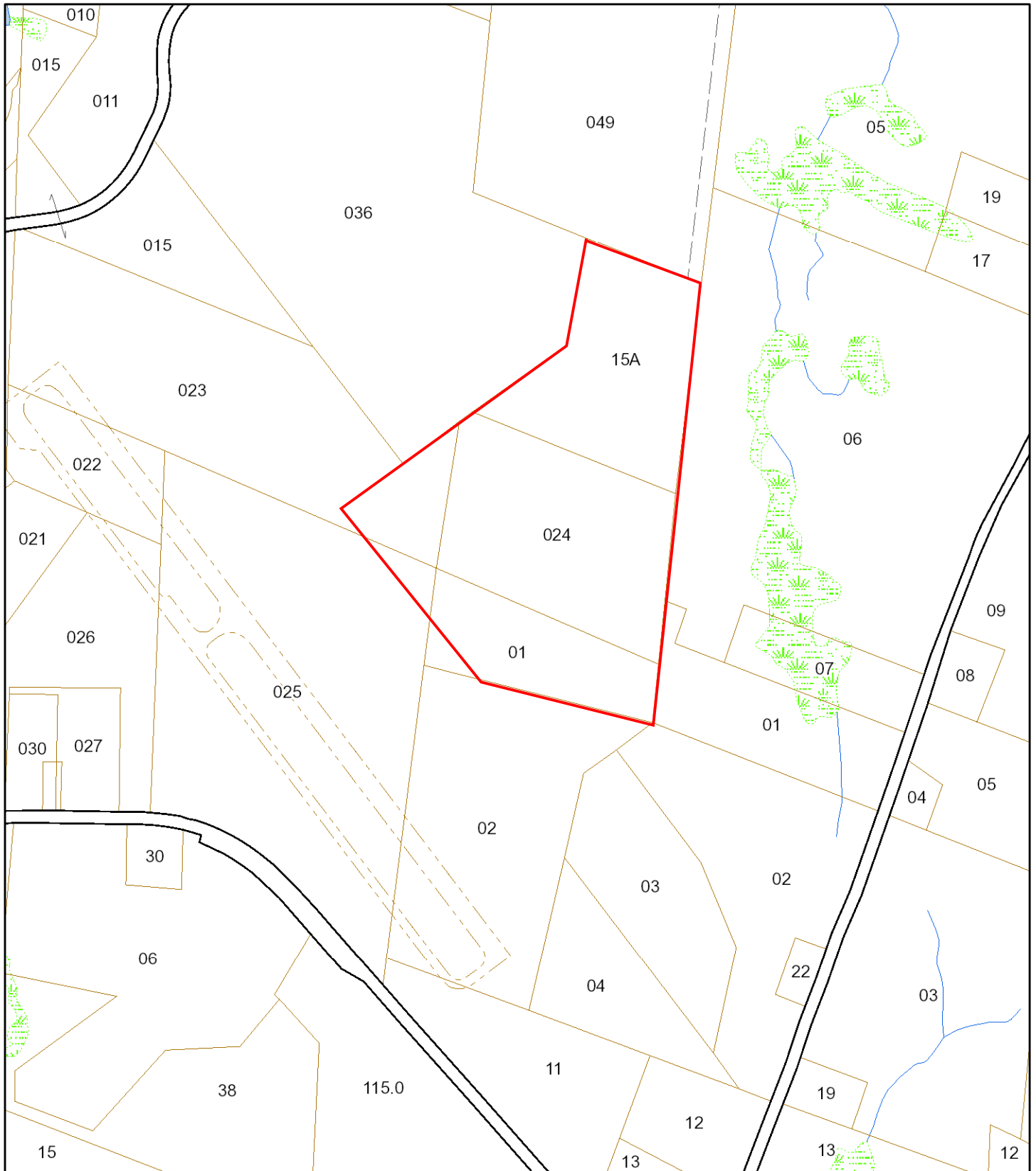
Montague, MA

1 inch = 554 Feet



October 6, 2022

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

**ATTACHMENT A
Bond Template**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____, a Massachusetts Limited Liability Company, hereinafter called "Principal" having a usual place of business located at _____ and _____ of _____, State of _____ hereinafter called the "Surety" and licensed by the Massachusetts Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the **Town of Montague**, Massachusetts, acting by and through its **Airport Commission**, hereinafter called "Owner," in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas the Owner and Principal have entered into a Lease dated (DATE ADDED), for the lease of real property at the Turners Falls Municipal Airport, upon which Principal will develop a ground-mounted solar photovoltaic energy generation and/or storage facility (the "Lease"), which is incorporated by reference and made a part of this Bond, which Lease requires that said facility be removed from the property upon which is installed and that the property be restored at the time and in the manner specified in the Lease (such requirement, the "Removal Obligation").

NOW, THEREFORE, if the Principal shall well, truly and faithfully fulfill the Removal Obligation in accordance with the Lease, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after the Owner has declared that the Principal has failed, or is otherwise unable or unwilling, to fulfill and complete the Removal Obligation (the "Principal Default"). When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the election of the Owner, shall promptly: (1) arrange for the Principal to fulfill and complete the Removal Obligation; or (2) arrange for a contractor other than the Principal to fulfill and complete the Removal Obligation; or (3) reasonably calculate the amount of its liability hereunder and, upon and subject to Owner's agreement to such calculation and amount in its reasonable discretion, promptly tender payment of such amount to Owner. The Surety's liability hereunder shall, to the limit of the amount of this Bond, include (1) completion of the Removal Obligation; (2) any professional fees for engineering services and legal costs, including reasonable attorney's fees, resulting from any Principal Default and from any default of the Surety hereunder; (3) any damages caused by any Principal Default, for which fees, costs, fees and damages the Surety and Principal shall be jointly and severally liable.

If the Surety does not proceed as provided in this Bond with reasonable diligence, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Principal is a Partnership,
 all partners should execute Bond.

ATTACHMENT C
Sample Lease

COVER SHEET

LEASE AGREEMENT

Effective Date	_____, 2023	
Lease Commencement Date	Effective Date	
Lessor	Town of Montague	
Lessee		
Property address		
Premises	See Section 2(a) of this Lease and Exhibit A.	
Rent		
Lease Term	This Lease Term, or "Term," begins on this Lease Commencement Date and expires on the Expiration Date.	
Expiration Date	Twenty (20) years from the Effective Date, unless earlier terminated in accordance with the terms of this Lease.	
Extension Exercise Notice Deadline	None.	
Addresses for Notices	Lessee:	Lessor: Manager Turners Falls Municipal Airport 1 Avenue A Turners Falls, MA 01376 With copy to: Montague Town Administrator 1 Avenue A Turners Falls, MA 01376

LEASE AGREEMENT

This Lease Agreement (“*Lease*”) is dated as of the date listed on the Cover Sheet, above (the “*Effective Date*”), and is entered into by and between Lessor and Lessee (each a “*Party*” and together, the “*Parties*”).

A. The real property owned by Lessor that is the subject of this Lease (such real property, access rights and Easements, the “*Premises*”), and the property on which the Premises is located (the Premises and the larger property of which it is a part, the “*Property*”), is more particularly described in the attached Exhibit A, which Property is part of the Turners Falls municipal airport (“*Airport*”);

B. Lessee desires to obtain the exclusive right to occupy the Premises and to enjoy all the rights necessary for Lessee to occupy the Premises and to develop, design, engineer, access, construct, monitor, install, own, maintain and operate the System to be located upon, on and within the Premises, as well as all the rights necessary or desirable for Lessee to sell the energy generated by such System and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created as a result of such energy generation;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged, and intending to be legally bound hereby, Lessee and Lessor hereby agree to the foregoing recitals and as follows:

1. **Definitions.** Capitalized terms not otherwise defined in this Lease or on the Cover Sheet have the meanings assigned to them in Exhibit C.

2. **Bonds; Leased Premises and Related Rights.**

a) Lessee must, on the Construction Commencement Date, deliver to Lessor a Payment Bond and Decommissioning Bond. Subject to receipt of said bonds and the first Rent and Lessee’s filing of the Disclosure of Beneficial Interest (see Section 13(f) and Exhibit G), Lessor hereby agrees, subject to the terms of this Lease, to lease the Premises to Lessee to occupy, develop, design, engineer, construct, access, monitor, install, own, operate and maintain the System for the generation and distribution of electrical power (the “*Permitted Use*”), and for no other purpose. Lessor hereby also agrees, subject to approval by the local Airport Commission, to grant to Lessee and the applicable utility company for a period co-terminus with this Lease, a non-exclusive easement, which is irrevocable during this Lease Term and shall terminate upon the expiration or earlier termination of this Lease, for access, ingress, egress, and utilities to the Premises to the extent necessary to install, interconnect, operate or gain access to the System or the Premises (the “*Easements*”). Subject to the provisions of this Lease, Lessor shall not exercise its retained rights in the Easements in a manner that will unreasonably interfere with Lessee’s reasonable use of the Easements for the purposes for which they were granted. The anticipated Easement areas are generally depicted on Exhibit A attached hereto and incorporated herein. In the event that Lessee or the utility company desires to make such Easements a public record, Lessor shall execute a commercially reasonable recordable document prepared by Lessee at Lessee’s cost to memorialize the Easement, which Lessee may record in the registry where real estate records are customarily filed in the jurisdiction of the Premises. The Parties agree that the exact location of this Leased Premises and Easement areas shall be as mutually agreed to by the Parties and shown on a formal plan, stamped by a registered engineer, to be produced by Lessee at its sole expense upon receipt of all Governmental Approvals necessary for construction of the System, but in all events before any on-site construction activity for the System commences. Such plan shall be consistent with Exhibit A attached to this Lease as of the Effective Date. The Parties agree to amend this Lease to incorporate said plan into Exhibit A.

b) Subject to Lessor’s approval, Applicable Laws and Governmental Approvals and the terms of this Lease, Lessee shall have the right, at Lessee’s expense, to install utilities at locations reasonably approved by Lessor and to improve the present utilities on the Property if such installation or

improvement is necessary for the Permitted Use (including, but not limited to, the installation of emergency power generators) and will not interfere with the Lessor Activities.

c) Notwithstanding the foregoing or anything to the contrary in this Lease, neither Lessee nor any persons acting in its behalf shall be permitted entry to the Premises for any purpose without advance written notice to Lessor, and even then, such entry shall be subject to all Airport security rules.

3. **Rents; Interest.** Lessee shall pay annual rent payments to Lessor for rental of the Premises (“*Rent*”) which shall be due monthly in advance beginning on the Effective Date. All payments becoming due under this Lease, including but not limited to rent payments, and not paid when due shall bear interest at 12 percent per annum from the applicable due date until received by Lessor.

4. **Term; Holdover.**

a) This Lease Term shall commence on the Effective Date and terminate on the Expiration Date, unless earlier terminated in accordance with the provisions of this Lease.

b) If Lessee or any party claiming by, through or under Lessee, retains possession of the Premises or any part thereof after the expiration or termination of this Lease, then Lessor may, at its option, serve written notice upon Lessee that such holding over constitutes (i) a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or, except during any removal of the System pursuant to Section 6 below, (ii) the creation of a tenancy-at-sufferance, and in either event such possession shall be upon the terms and conditions set forth in this Lease. Lessee hereby agrees that the provisions of this Section 4(b) shall not constitute a waiver by Lessor of any right of re-entry as set forth in this Lease or as allowed by law; and that the receipt of any Rent or any other act in apparent affirmance of the tenancy shall not operate as a waiver of Lessor's right to terminate this Lease and/or sue Lessee for damages due to Lessee's breach of this Lease. This Section 4(b) is in addition to and not a limitation of any other rights and remedies available to Lessor under this Lease, at law or in equity.

5. **Lessee Conditions of this Lease.** If, through no fault of Lessee, any of the following events or circumstances occur prior to the latest date qualifying for the Construction Commencement Date, Lessee may (at its sole discretion) terminate this Lease with thirty (30) days' written notice to Lessor:

a) Lessee determines, based solely on information acquired after the Effective Date, that the Premises, as is, are materially insufficient to accommodate the System, or would materially increase the estimated cost of Installation Work, or would materially and adversely affect the electricity produced by the System.

b) There is a material, adverse change in the Environmental Financial Attributes of the System or the regulatory environment, incentive program or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date) that materially and adversely affects the economics of the installation for Lessee or its investors, including any Financing Party.

c) Lessee is unable to obtain financing for the System on terms and conditions reasonably satisfactory to it, and Lessee has made reasonable and diligent efforts to obtain such financing but has not been able to do so.

d) There has been a material, adverse change in the rights of Lessor to occupy the Premises.

e) Lessee has not, despite Lessee's reasonable and timely efforts to apply for and obtain approval of interconnection services, received reasonable confirmation from the Local Electric Utility that interconnection services will be available with respect to the System.

f) Lessee has not received all required approvals or Permits from applicable Governmental Authorities in a manner timely enough to allow Lessee to begin construction and satisfy the Commercial Operation Deadline and Lessee has made reasonable and diligent efforts to obtain such required environmental approvals or Permits in a timely manner.

6. **Premises Survey; Removal of System at Expiration.** Within thirty (30) days after the Commercial Operation Date, Lessee, at its expense, shall commission a survey of the Premises by an independent, Massachusetts-licensed professional engineer to confirm that the System has been installed in accordance with this Lease. Lessee shall furnish a copy of the survey to Lessor promptly upon its completion. Upon the expiration or earlier termination of this Lease, Lessee shall, at its sole cost, remove the System and restore the Premises to their original condition, reasonable wear and tear excepted, by the Removal and Restoration Date. If Lessor determines that Lessee has failed to complete the removal of the System and restoration of the Premises by the Removal and Restoration Date, Lessor shall have the right (but not the obligation), in addition to its other remedies, to make claim on Lessee's Decommissioning Bond, provided that Lessee shall be responsible for all costs and expenses to complete such removal and restoration in excess of the penal sum of the Decommissioning Bond.

7. **System Construction; Lessor Acknowledgment.** Prior and as a condition precedent to commencement of any on-site construction activity for the System by Lessee, Lessee shall obtain and pay for all necessary Governmental Approvals and provide all notices to all Governmental Authorities that are required by Applicable Law to be provided as a condition of construction. No later than thirty (30) days before commencement of any on-site construction activity for the System, Lessee shall provide to Lessor for Lessor's review and approval, which shall not be unreasonably withheld, copies of all design plans and specifications for the work. If Lessor fails to approve or object to the plans and specifications within ten (10) Business Days, the plans and specifications shall be deemed approved. This review and approval process is in addition to and not a limitation of any other processes required by a Governmental Authority or as a condition of obtaining a Governmental Approval, and any failure of Lessor to disapprove or object shall not constitute a waiver of any right of Lessor to object to any installation of the System that is not in conformance with this Lease. Lessee shall, with the reasonable cooperation of Lessor, schedule and coordinate all work, and shall conduct a pre-construction meeting with Lessor at least fourteen (14) days before commencement of any on-site construction activity. In performing System construction, in addition to and not in limitation of any other requirements set forth in this Lease, Lessee shall minimize interference with any and all activities on the Property. Lessee shall, at its sole cost and expense, cause the System to be designed, engineered, permitted, installed, constructed and removed, and shall perform any other work at the Premises expressly permitted by the terms of this Lease, including but not limited to repairs or modifications to the System, in accordance with Applicable Laws, Governmental Approvals, Good Industry Practice, the requirements of any Governmental Authority and Local Electric Utility, and any applicable equipment-manufacturer's warranties and instructions. Lessee shall be responsible for the security of all materials and equipment and safety of all persons at the Premises during System construction, and shall remove all debris at the end of each day during construction. During design and construction of the System, Lessee shall keep Lessor informed on a weekly basis regarding the progress, scheduling and coordination of the work, and shall conduct weekly progress meetings with representatives of Lessor.

Throughout the Lease Term, subject to the terms of this Lease and Applicable Law, and at Lessee's sole cost and expense, Lessee shall have the right to clean, repair, replace and dispose of part or all of the System as Lessee in its discretion determines to be necessary. Lessor acknowledges and understands that the System shall consist of a solar photovoltaic electric generating system, designed to produce electricity and deliver such electricity to the electric interconnection point, including without limitation all of the following: installation equipment; generation facilities, including inverters, fuses, transformers, wiring and output breakers; facilities necessary to connect to the electric interconnection point; and protective and associated equipment; and other equipment reasonably necessary for the operation, monitoring and maintenance of the system.

8. **Access to Premises.**

a) Commencing on the Effective Date and throughout this Lease Term, Lessee shall have the right, in the company of a Lessor representative at Lessor's discretion and subject to the terms of this Lease, to enter upon the Premises (1) to perform any non-destructive, surface-level tests, inspections, surveys and investigations, and with the advance approval of Lessor, any reasonable sub-surface testing, including, but not limited to, borings and test pits, all as are reasonably necessary for construction of the System (collectively, "**Tests**"); and (2) to design, engineer, construct, install, inspect, test, operate, upgrade, repair and maintain the System, and to remove the System from the Premises. In exercising such right, in addition to the other requirements in this Lease, Lessee shall take all necessary precautions to avoid any injury to person, the Property and adjacent property and structures. If and as available, Lessor shall provide and designate space on the Property for the temporary construction lay-down, storage and staging of tools, materials and equipment and for the parking of construction vehicles and temporary construction facilities reasonably necessary during the furnishing, installation, interconnection, testing, commissioning, deconstruction, disassembly, decommissioning and removal of the System, provided that Lessee shall, on a daily basis, remove trash and debris from the space so designated, and shall restore the space to its original condition promptly after such temporary use. Lessor and its authorized representatives shall at all times have access to and the right to observe the Installation Work from a location on the Premises reasonably designated by Lessee's construction manager, subject to compliance with Lessee's reasonable site-safety requirements, provided, however, that Lessor shall not at any time interfere with the Installation Work.

b) Lessee and Lessee Parties shall at all times exercise reasonable care and conduct themselves in accordance with Applicable Laws and in a professional manner when at the Premises, and shall observe the reasonable requests of Lessor, including, but not limited to, when entering and exiting the Premises, and in its storage of equipment and materials at the Premises. Notwithstanding anything to the contrary in this Lease, Lessee and Lessee Parties shall not obstruct access to the Property, and shall not interfere with or disrupt Lessor's use of the Property as a municipal airport, and Lessor's (or any existing tenants') use of the portions of the Property that are beyond and not included in the boundaries of the Premises (the "Reserved Property"), or with operations therein. In addition to the right of observation of the Installation Work provided in Section 7, Lessor shall from time to time, upon two (2) Business Days' notice, have access to inspect the Premises during this Lease Term, and shall also be provided access to the books, records, and compilations of data, which pertain to the performance of the obligations, provisions and requirements of this Lease, which records shall be accurately kept, including, as to accounting and similar books and records, on a generally recognized accounting basis, and all calculations shall be kept on file in legible form; provided that Lessor shall comply with Lessee's reasonable site-safety requirements during any visit to the Premises, provided that in the event of an emergency, Lessor may enter the Premises without the need to provide a two-Business-Day notice, but Lessor shall in such event provide notice to Lessee as soon as practicable.

c) Notwithstanding anything to the contrary in this Lease, Lessee shall, at its sole cost and expense, comply with all Airport safety and security measures required or implemented by the local Airport Commission, FAA and the U.S. Department of Homeland Security whether existing now or enacted in the future.

d) Lessee shall, promptly upon notice of award of this Lease, meet with the Airport manager to establish badging and vehicle permit requirements for Lessee's operations under this Lease. Lessee shall obtain the proper access authorizations for all of its employees, subcontractors and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. In addition to such other rights and remedies available to Lessor in the event of any violation of such rules, Lessor may in its discretion revoke authorization of access for any person who violates such rules.

e) The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Lease, the Lessee shall, at Lessee's sole cost and expense and notwithstanding anything to the contrary in this Lease, take immediate steps to comply with security modifications that occur as a result of the changed status. It shall be Lessee's obligation to ensure that it regularly obtains current information from the Airport Manager regarding the Airport's security status in relation to the Lessee's operations at the Airport.

9. **Statutory and Regulatory Compliance.** Lessee and Lessee Parties shall each comply with all applicable provisions of all Applicable Laws of the locality in which the Property is located. Lessee shall not, in its exercise of its rights and obligations under this Lease, act in a manner which interferes with Lessor's performance of its duties under Applicable Law.

7. **Lessee's Ownership of System.** The System is personal property, and shall not attach to or be deemed a part of, or a fixture to, the Premises or Property. Lessee shall be the legal and beneficial owner of the System at all times and Lessor shall have no right, title or interest in the System or any component thereof, notwithstanding that any such System may be physically mounted or adhered to the Premises or Property. Lessor acknowledges and agrees that Lessee is the exclusive owner of all Environmental Financial Attributes attributable to the System. The Parties acknowledge and agree that the System shall not be considered an electric public utility, an investor owned utility, a municipal utility, or a merchant power plant otherwise known as an exempt wholesale generator.

8. **Representation and Warranties of the Parties as to Authorization and Enforceability.** Each Party represents and warrants that the execution and delivery by such Party of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person other than the Governmental Approvals required to be obtained under this Lease, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject. This Lease constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be limited by bankruptcy laws, a Bankruptcy Event, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law. For avoidance of doubt, as concerns Lessor, the foregoing is subject to and limited by Section 38 (Effect of FAA Approval and Airport Agreements).

9. **Representations, Warranties and Covenants of the Lessor and Lessee.**

a) **Lessor's Title to Premises.** Lessor represents that it has a fee simple interest in title to the Property, including the Premises. Subject to the use of the Property as a municipal airport, and the obligations of Lessor and Lessor Parties under Applicable Laws in connection with the operation of the Airport (such use and obligations, collectively, "***Lessor Activities***"), and the terms of this Lease, and so long as Lessee is not in default of this Lease, Lessor also covenants that Lessee shall have quiet and peaceful possession of the Premises without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof by Lessor throughout the Lease Term. Lessor's exercise of its rights under this Lease and the Lessor Activities shall not be considered a breach of the covenant of quiet enjoyment notwithstanding anything to the contrary in this Lease. Lessor may sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the Property, in whole or in part, without any approval of Lessee being necessary, upon thirty (30) days' prior notice thereof to Lessee, which notice shall identify the transferee if known, the area of the Property to be so transferred and the proposed date of transfer, if known. Lessor agrees that this Lease and the Easements shall run with the Premises and survive any transfer of all or any portion of the Premises.

b) **No Interference With and Protection of System.** Excluding the Lessor Activities or activities required by Applicable Laws, Lessor will not conduct activities on, in or about the Property or Premises that have a reasonable likelihood of causing material damage or material impairment, or of materially

and adversely affecting the System or operation thereof. The System shall be operated, maintained and repaired by Lessee at its sole cost and expense.

c) Non-Disturbance Agreements. Lessor shall, subject to any required Governmental Approvals, obtain a non-disturbance agreement (“*NDA*”) in favor of Lessee from any third party who in the future obtains, with Lessor’s permission, an interest in the Property or Premises, including, without limitation, any lenders to Lessor, which NDA shall: (i) acknowledge and consent to the Lessee’s rights to the Premises and the System under this Lease; (ii) acknowledge that the third party has no interest in the System and shall not gain any interest in the System by virtue of the Parties’ performance or breach of this Lease; (iii) acknowledge that the third party’s interest in the Premises (if any) is subject to Lessee’s interest under this Lease; (iv) waives any lien the third party may have in and to the System; and (v) agrees not to disturb Lessee’s possession of the Premises.

d) Insolation. Lessor acknowledges hereunder and that, although Lessor makes no representations and warranties whatsoever regarding the levels of insolation available at the Premises, such access is a material inducement to Lessee in entering into this Lease. Accordingly, subject and subordinate to the Lessor Activities and requirements of Applicable Law, Lessor agrees as follows: Lessor shall not cause any material interference with insolation on and at the Premises. In furtherance thereof, Lessor shall not construct or permit to be constructed any new structure on the Premises or on any remaining portion of the Property that will materially and adversely affect insolation levels at the Premises, permit the growth of trees or large-growth foliage that could materially and adversely affect insolation levels at the Premises, or directly emit or permit on the Property the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments (other than as may be created by aircraft and equipment used in the operation of a municipal airport) that could materially and adversely affect insolation levels at the Premises. In the event any such obstruction occurs and is not promptly removed, Lessee shall have the right to terminate this Lease without penalty upon thirty (30) days written notice to Lessor.

e) Liens. Lessor shall not create any mortgage, lien (including mechanics’, labor or materialman’s lien), security interest, or similar lien-like encumbrance on or with respect to the System or any interest therein.

f) Representations Regarding Security Interest in System. Lessor has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected personal property security interest under the Uniform Commercial Code (the “*Security Interest*”) in the System to one or more Financing Parties. Lessee acknowledges and agrees that, notwithstanding anything to the contrary in this Lease, the Security Interest and Lessee’s leasehold interest in the Premises shall be subordinate to the interest of the Lessor in the Premises and Property and subject to the terms of this Lease.

g) Utilities. Lessee shall be responsible for obtaining and paying for any electricity and water to the Premises; separate meters for such utilities shall be installed and maintained at Lessee’s sole cost and expense, and Lessee shall be responsible for all utility and other related expenses.

10. Representations, Warranties and Covenants of Lessee.

a) Regulatory Status. Lessee represents and warrants that it is not an electric public utility, investor owned utility, a municipal utility, a merchant power plant or electrical corporation as defined under the laws of the Commonwealth of Massachusetts.

b) Liens. Lessee shall not directly or indirectly cause, create, incur, assume or, if arising out of Lessee’s activities or omissions at the Premises or pursuant to this Lease, suffer to exist any mortgage, pledge, lien (including mechanics’, labor or materialman’s lien), charge, security interest,

encumbrance or claim on or with respect to the Property or Premises and agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the Property or Premises. Lessee shall indemnify Lessor for any and all damages, claims, liabilities, losses, costs and expenses, including attorneys' fees, arising out of any such liens etc. and any failure of Lessee to comply with this Section 13(b).

c) Drawings. Contractor shall deliver to Lessor as-built drawings for the System no later than thirty (30) days after the Commercial Operation Date.

d) Discrimination. Lessee shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of age, sex, race, color, religion, national origin, or ancestry.

e) Lessee Responsibility for Agents. Lessee shall be fully responsible to Lessor for the acts and omissions of its representatives, licensees, invitees, agents, subcontractors and other persons either directly or indirectly retained by Lessee in connection with this Lease to the same extent as it is responsible for the acts and omissions of persons directly employed by Lessee. Nothing contained in this Lease shall create any contractual relationship between Lessor and any such representative licensee, invitee, agent, subcontractor or person.

f) Statutory Filing. Lessee shall complete the Disclosure of Beneficial Interest form in Exhibit G and file the same with the Massachusetts Division of Capital Asset Management upon execution of this Lease. Upon any changes to beneficial interest in the Lease during the Lease Term, Lessee shall complete and file a new Disclosure of Beneficial Interest form with such division within 30 days of any such change.

g) Notice of Damage or Emergency. Lessee shall immediately notify Lessor if Lessee becomes aware, through discovery or receipt of notice or otherwise, (i) of any damage to or loss of the use of the System or Premises; (ii) of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises; or (iii) of any interruption or material alteration of the energy supply to or from the Premises or the System.

h) Condition of Premises. Subject to its right of termination under Section 5, Lessee accepts the Premises "as is" and "with all defects," without benefit of any services, facilities, improvements or modifications to be made by Lessor, without any representation or warranty of any kind by Lessor, and without any recourse against Lessor as to the title to and the nature, condition or usability of the Premises, or as to the use(s) to which the Property and Premises or any part thereof have been put.

i) Lessee hereby certifies under penalties of perjury that its bid/proposal, pursuant to which this Lease was awarded, was made and submitted in good faith and without collusion or fraud with any other person (as used herein, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals) (G.L. c.30B, §10); it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support (G.L. c.62C, §49A); and it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for or in connection with the award of this Lease (G.L. c.7C, §51).

11. Hazardous Substances. Lessee and Lessee Parties shall not introduce, release, use or exacerbate, or cause to be introduced, released, used or exacerbated, any Hazardous Substances on, in or under the Premises or Property. If Lessee becomes aware of any such Hazardous Substances, it shall immediately notify the Lessor in writing of the type and location of such Hazardous Substances in writing. Lessee agrees to indemnify Lessor for any and all Environmental Claims, including, but not limited to, damages, costs, expenses,

assessments, penalties, fines, losses, judgments and reasonable attorney fees that Lessor may suffer or incur due to Lessee's failure to comply with this Section 14 or Environmental Laws. This indemnification obligation specifically includes, without limitation, costs incurred in connection with any investigative, cleanup, remedial, removal or restoration work required by any Governmental Authority, and is in addition to, and not a limitation of, any other rights and remedies available to Lessor.

12. **Maintenance.** The System shall be operated and maintained and, as necessary, repaired by Lessee at its sole cost and expense in accordance with the terms of this Lease, Applicable Law, Good Industry Practice, Governmental Approvals and the requirements of any Governmental Authority and the Local Electric Utility, and any applicable equipment-manufacturer's warranties and recommendations. Throughout the Lease Term and (for removal of the System only) through the Removal and Restoration Date, Lessee shall have the right, subject to the terms of this Lease: (i) to add to, remove or modify the System or any part thereof, and (ii) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Lease, including, but not limited to, the right to clean, repair, replace and dispose of all or a part of the System as Lessee in its sole, reasonable discretion determines to be necessary, and all at Lessee's sole cost and expense, provided that before Lessee performs any material or substantial modifications to the System other than the like-kind replacement of equipment, it shall provide Lessor with plans and specifications for such modifications for Lessor's approval in the same manner as required for the initial installation of the System under Section 7. Lessee, at its expense, shall install, implement and maintain all security measures required by Applicable Laws, and may, in addition to those measures but subject to Applicable Laws and the provisions of this Lease, use any and all reasonable means of restricting third-party access to the System and Premises, including without limitation, the construction of a fence. Keys to any locks shall be provided to Airport security. Lessee shall coordinate its maintenance, repair and removal activities with Lessor and the Lessor Activities, and shall, at all times, comply with Applicable Laws and not interfere with the Lessor Activities.

In addition, Lessee shall, at its sole cost and expense, keep the Premises in clean, good and safe order and condition, including, but not limited to, by removing all Lessee's trash and waste from the Premises and Property and remove any snow and ice from pedestrian areas and paved portions of the Premises. If Lessee or Lessee Parties damage the Premises or Property, or any other property of Lessor, or property of any other tenant at the Property, Lessee shall promptly repair and restore the damaged areas or property at its sole cost and expense without any notice from Lessor. In the event Lessee fails to perform such repair or restoration, in addition to proceeding under Section 20 (Defaults and Remedies), Lessor shall have right (but not the obligation), following thirty (30) days notice to Lessee, to cause such repairs or restorations to be made, without any responsibility or liability to Lessee or any other party for any damages to Lessee's or Lessee Parties' property occurring as a result thereof, and Lessee shall forthwith upon demand pay over to Lessor all of the costs and expenses, including attorneys' fees, incurred by Lessor in connection therewith, failing which Lessor may withhold the value of the same from amounts otherwise due Lessee under this Lease. Lessor shall have no obligation to maintain or repair the Premises or the System, or any security measures implemented by Lessee in connection therewith, notwithstanding anything to the contrary in this Lease.

13. **Insurance.**

(a) **Generally.** Lessee shall maintain the insurance coverages set forth in Exhibit D in full force and effect throughout this Lease Term. Upon execution of this Lease, Lessee shall provide copies of all insurance policies, and all applicable endorsements thereto, to Lessor, and shall, on each anniversary of the Effective Date, furnish current certificates evidencing that the coverage required is being maintained.

(b) **Waiver of Subrogation.** Lessee hereby waives any right of recovery against Lessor for injury or loss to personal property due to hazards covered by insurance obtained with respect to the Property or Premises, including the improvements and installations thereon.

(c) **System Loss.** In the event of any harm to the System that was not caused in whole or in

part by Lessee and, in the reasonable judgment of Lessee, results in total damage, destruction or loss of the System (“**System Loss**”), Lessee shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Lessor in writing whether Lessee is willing, notwithstanding such System Loss, to repair or replace the System and to continue this Lease. In the event that Lessee notifies Lessor that Lessee is not willing to repair or replace the System, this Lease will terminate effective upon the date of Lessee’s completion of its removal and restoration obligations under Section 6, and Lessor shall, subject to Applicable Laws, return to Lessee any prepaid but unearned rent.

14. **Liability and Indemnity.** Lessee shall indemnify and, at Lessor’s option, defend Lessor and Lessor Parties from and against any and all losses, liabilities, damages, claims, costs, charges, demands, fines, penalties, and expenses (including reasonable attorneys’ fees) for injury or death to Persons, including employees of either Party, and damage to real property and/or personal property, including without limitation the Premises and the Property, arising out of or in connection with the acts and omissions of Lessee and Lessee Parties on, at or about the Property, except to the extent caused by the negligent acts or omissions or willful misconduct of the indemnified party. This indemnification obligation is in addition to and not a limitation of any other rights and remedies of Lessor under this Lease, at law or in equity.

15. **Casualty.** In the event the Premises or all reasonable access thereto shall be, through no fault of Lessee, so damaged or destroyed by fire or other casualty so as to make the use of the Premises demonstrably unsuitable for the operation and maintenance of the System, as reasonably determined by Lessee, then Lessee may elect to terminate this Lease without penalty upon thirty (30) days written notice to Lessor. In the event of such termination, Lessee shall remove the System and restore the Premises to its original condition in accordance with Section 6.

16. **Condemnation.** In the event the Premises or Property are transferred to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Lessee’s reasonable determination to render the Premises demonstrably unsuitable for Lessee’s use, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor.

17. **Assignment.**

a) **Assignment by Lessee.** Lessee shall not sell, transfer or assign (collectively, an “**Assignment**”) Lessee’s rights or obligations under this Lease or any interest therein, without the prior written consent of Lessor, which shall not be unreasonably withheld; provided, however, that, without the prior consent of Lessor, Lessee may (i) assign this Lease to an Affiliate of Lessee; (ii) assign this Lease in connection with any merger, consolidation or sale of all or substantially all of the assets or equity interests of Lessee and (iii) assign this Lease to one or more Financing Parties as collateral security, or otherwise, in connection with any financing of the System (including, without limitation, pursuant to a sale-leaseback or partnership flip transaction). Except for a collateral assignment, Lessee, by making any such assignment, shall be deemed to have represented and warranted to Lessor that, as of the date of assignment, the assignee has, whether itself or directly through contractual arrangements with another entity, the financial ability and experience to perform and fulfill all obligations as Lessee under this Lease, and is no less credit-worthy than Lessee. Any assignment that requires Lessor’s prior written consent that is made by Lessee without such consent of Lessor shall not release Lessee of its obligations hereunder and shall be void and of no legal effect. Any Financing Party shall be an intended third-party beneficiary of this Section 20(a). An assignment by either Party in accordance with this Section 20(a) shall relieve the assignor of its obligations hereunder, except with respect to liabilities arising before the effective date of the assignment, unless such liabilities are assumed by assignee in a written agreement to the reasonable satisfaction of Lessor. Notwithstanding anything to the contrary in this Lease, including this Section 20(a), excluding collateral assignments, this Lease shall not be partially assigned.

b) **Acknowledgment of Collateral Assignment.** In the event that Lessee identifies a Financing Party in Exhibit E, then Lessor hereby acknowledges:

(i) the collateral assignment by Lessee to the Financing Party of Lessee's right, title and interest in, to and under this Lease, as consented to under Section 20(a);

(ii) that the Financing Party as such collateral assignee, or otherwise, shall be entitled to exercise any and all rights of lenders generally with respect to Lessee's interests in this Lease, subject to the terms of this Lease; and

(iii) that it has been advised that Lessee has granted a security interest in the System to the Financing Party and that such Financing Party has, subject to the terms of the Lease, in accepting such security interest as collateral for its financing of the System, relied upon the characterization of the System as personal property.

(iv) that such Financing Party shall be an intended third party beneficiary of this Section 20(b).

c) Assignment by Lessor. Lessor may, in its sole discretion, assign this Lease or any interest therein without Lessee's prior written consent, provided that any permitted assignee of the Lease shall assume in writing the obligations of Lessor hereunder.

18. **Defaults and Remedies.**

a) Events of Default: The following shall constitute an "*Event of Default*" under this Lease:

(i) Either Party materially breaches this Lease and such breach is not cured within thirty (30) days after the breaching Party's receipt of written notice of default from the non-breaching Party unless such a cure cannot reasonably be cured within thirty (30) days, in which event such breach must be cured within sixty (60) days, failing which the breach shall constitute an Event of Default.

(ii) Either Party becomes the subject of a Bankruptcy Event.

(iii) Lessee fails to pay Lessor any amount owed under this Lease within thirty (30) days after receipt of notice from Lessor of such past due amount plus interest as required in this Lease.

b) Remedies. If the Event of Default has occurred and, where a cure period is provided in Section 21(a), is not cured within the cure period provided for in that section, the non-defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, including damages, specific performance and/or the right to terminate this Lease upon notice to the defaulting party.

19. Notices. All Notices under this Lease shall be made in writing to the addresses and persons specified on the Cover Sheet. Notices shall be delivered by hand delivery, regular overnight delivery service, sent by registered or certified mail, return receipt requested or email. Email notices shall require confirmation of receipt (automatic email replies shall not constitute confirmation of receipt). Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing notice of the same in accordance with the provisions of this Section 22. Failure to comply strictly with the terms of this provision shall not be held against the Party claiming to have given notice so long as the receiving Party received the notice in question, and such failure has not materially prejudiced the receiving Party.

20. **Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

21. **Remedies Cumulative.** No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

22. **Headings.** The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

23. **Survival**

24. The obligations under Sections 3, 4(b), 6, 11, 14, 17, 18, 21, 24, 27 and 42, and any and all indemnification obligations set forth in the Lease shall survive the expiration or earlier termination of this Lease. For the avoidance of doubt, to the extent not referenced in the preceding sentence, the expiration or earlier termination of this Lease shall not relieve the Parties of liabilities that by their nature should survive such expiration or termination.

27. **Governing Law**

This Lease is made and entered into and shall be interpreted in accordance with the applicable laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth sitting in the county in which Lessor maintains its principal office, which shall have exclusive jurisdiction thereof. If Lessee does not have an agent registered with the Massachusetts Secretary of State for receipt of civil process, Lessee hereby agrees that service of process by certified mail or federal express at its address provided herein shall be deemed lawful service.

25. **Severability**

If any term, covenant or condition in this Lease shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Lease shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate and negotiated in good faith by the Parties, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

26. **Binding Effect.** This Lease and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.

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

28. **Electronic Signatures**

This Lease may be signed and delivered by a Party electronically, by electronic or "pdf" signature.

29. **Entire Lease.** This Lease, including the Cover Sheet and all Exhibits, represents the full and complete agreement between the Parties hereto with respect to the lease of the Premises and supersede all prior written or oral negotiations, representations, communications and agreements between said parties with respect to said subject matter. This Lease may be amended only in writing signed by both Lessee and Lessor or their respective successors in interest. Lessor and Lessee each acknowledge that in executing this Lease it has not

relied on any verbal or written understanding, promise, or representation which does not appear in this document.

30. **Further Assurances.** Upon the receipt of a reasonable request from the other Party, subject to Applicable Laws and the terms of this Lease, the receiving Party shall, at the expense of the requesting Party, execute such commercially reasonable additional documents, instruments and assurances and take such reasonable actions as are reasonably necessary to carry out the terms of this Lease. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 33.

31. **Dispute Resolution.** The Parties agree to use good faith efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of formal negotiations between respective executive officers of each Party. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for formal negotiations shall be thirty (30) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties. In the event that the Parties cannot timely resolve a dispute by formal negotiations, either Party may bring a suit seeking legal or equitable relief. Notwithstanding the foregoing, a Party is not required by this Section 34 or pending any dispute resolution to refrain from terminating this Lease where such a right is permitted thereunder, and injunctive relief from such court may be sought without resorting to the dispute resolution under this Section 34 to prevent perceived irreparable harm.

32. **Force Majeure.**

a) **Definition**

. A "**Force Majeure Event**" is any act or event that prevents the affected Party from performing its obligations in accordance with this Lease, but only if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of reasonable diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, and shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused by employees of the affected Party or as a result of such Party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority, including a moratorium on any activities related to this Lease, provided that such Governmental action/inaction is not the result of the fault or negligence of the affected Party; (vi) the inability of one of the Parties to obtain, in a timely manner, any Governmental Approval necessary to enable the affected Party to fulfill its obligations in accordance with this Lease, provided that any delay or non-obtaining of such Governmental Approval is not attributable, in whole or in part, to the affected Party (including without limitation the failure of the Party to timely apply for the Governmental Approval or timely provide all information reasonably necessary to obtain the Governmental Approval) and that such Party has exercised reasonable diligence to obtain such Governmental Approval, and (vi) inability of the contractor responsible to install and construct the System to obtain the make and model of the photovoltaic modules or other equipment or materials included in its scope of work, to the extent such inability results from an event that falls within the definition of Force Majeure Event. A Force Majeure Event shall not be based on the economic hardship of either Party or the ability or inability of a Party to obtain financing on acceptable terms and conditions, nor on the ordinary or foreseeable fluctuations or intermittency of insolation.

b) **Excused Performance**

. Except as otherwise specifically provided in this Lease, neither Party shall 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 solely to a Force Majeure Event; provided that the Party claiming relief under this Section 35 shall promptly (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable, diligent efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

c) Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has prevented either Party from performing all of its material obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then the other Party shall be entitled to terminate this Lease upon ten (10) days' prior written notice. If at the end of such ten (10) day period such Force Majeure Event shall still continue, this Lease shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than liabilities that have accrued or arose prior to such termination).

33. Notice of Lease. A Notice of Lease in substantially the form attached hereto as Exhibit F may be recorded in place of this Lease by Lessee.

34. No Brokers. Lessor and Lessee hereby represent and warrant to the other that no real estate broker or agent is entitled to a commission in connection with this Lease. In the event any broker or other party claims a commission, the party responsible for the contact with that claimant shall indemnify, defend and hold the other party harmless from that claim, including, without limitation, the payment of any attorneys' fees and costs incurred.

38. No Partnership. This Lease is not intended and shall not be construed to create any employee-employee relationship between Lessor and Lessee, nor any partnership or joint venture or any other relationship between the Parties other than one of 'lessor' and 'lessee,' and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party.

39. Effect of FAA Approval and Airport Agreements. Notwithstanding anything to the contrary in this Lease, this Lease is subject and subordinate to (i) the terms, reservations, restrictions and conditions of any existing or future agreements between Lessor and any Governmental Authority with respect to the use of the Property as a municipal airport and (ii) approval by and terms and conditions of the Federal Aviation Authority ("FAA"), which approval/terms/conditions shall include, but not be limited to, approval to construction the System, approval of any required modifications of any Airport layout plan, and approval of any required "land release" request, and (iii) the results of any FAA airspace review or similar study, including without limitation a reflectivity or glare analysis. Any costs associated with such review or study shall be borne solely by Lessee.

40. No Third Party Beneficiary. Except as otherwise expressly provided in Section 20 (Assignment) of this Lease, this Lease is solely for the benefit of the Parties and no right or cause of action shall accrue to any other party not a signatory to this Lease.

41. Subordination to Existing Leases, Easements and Rights of Way. Lessee acknowledges and agrees that, notwithstanding anything to the contrary in this Lease, the Lease and all rights of Lessee hereunder are subject and subordinate to all easements, rights of way, declarations, restrictions and matters of record existing as of the Effective Date. Lessor reserves the right to grant additional leases, easements, leases or rights of way, whether recorded or unrecorded, as may be necessary, subject to Lessee's right of quiet enjoyment as set forth in Section 12(a).

42. Additional Terms Regarding Lessor's Obligations. Notwithstanding anything to the contrary in this Lease including without limitation Sections 20 and 33:

a) Lessor shall not be required to execute any documents or instruments subsequent to the execution of this Lease that it reasonably determines may materially increase its risk or obligations under this Lease, or result in a waiver of all or any part of its rights, remedies and defenses under this Lease or at law or in equity, or require Lessor to give a legal opinion, or an opinion or representation of a fact of which Lessor does not have actual knowledge.

b) Any requirement that Lessor cooperate with or assist Lessee or take any action shall not require Lessor to improperly interfere with or improperly influence the independent regulatory, licensing, taxing, permitting and/or judicial functions of any official, department, board, committee, body or commission of Lessor.

c) This Lease shall be subject to Applicable Laws.

d) Lessor does not waive any of the rights, remedies, defenses and immunities afforded Lessor, as a municipality, under G.L. c. 258, all of which rights, remedies, defenses and immunities Lessor hereby reserves.

e) Nothing in this Lease shall interfere with Lessor's assessor in the evaluation, calculation, assessment and collection of taxes in accordance with applicable laws and regulations.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Lease on the day and year of the last party to sign below (the "*Effective Date*").

LESSOR:

**By its Chair, Airport Commission, by vote of the
Airport Commission**

By: _____

Name:

Title: Chair, Airport Commission

LESSEE:

By:

By: _____

Name: _____

Title: _____

EXHIBIT A
DESCRIPTION OF PROPERTY AND PREMISES

Legal description of the Property and Premises
including a parcel map and/or an abstract of survey, if available.

Address:

Legal Description:

“Premises” means the approximately _____ acres area of the Property within the fenceline constructed by Lessee, as generally depicted below, but subject to Section 2(a) of this Lease.

EXHIBIT B
SYSTEM SPECIFICATIONS AND SITE PLAN

System Size:

Modules:

Inverters:

EXHIBIT C
DEFINITIONS

“*Affiliate*” means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person. The term “control” (including the terms “controls,” “under the control of” and “under common control with”) means the possession, directly or indirectly, of the right, power and authority to direct or cause the direction of the management or policies of a person or entity, whether through ownership interest, by contract, or otherwise.

“*Applicable Law*” or “*Applicable Legal Requirements*” means any applicable constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, Permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority, including, but not limited to, “Environmental Laws,” as defined in this Lease, and Lessor’s Airport safety and security procedures and requirements as may be amended from time to time.

“*Bankruptcy Event*” means with respect to a Party, that either: (1) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or (2) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

“*Business Day*” means any day other than Saturday, Sunday or any other day on which banking institutions in Massachusetts are required or authorized by Applicable Law to be closed for business.

“*Commercial Operation Date*” is the date on which the System has been fully constructed and interconnected with the LEU electric distribution system in accordance with Applicable Law and all necessary Governmental Approvals; is ready and capable of producing Electricity at full or substantially full capacity; and is eligible to receive net metering services under the Net Metering Rules as a Net Metering Facility of a Municipality or Other Governmental Entity under the Public Cap of the Net Metering System of Assurance established by the DPU.

“*Completion Bond*” means a performance bond in an amount equal to 100% of the cost of construction of the system from a surety company licensed to do business in the Commonwealth of Massachusetts and whose name appears on U.S. Treasury Dept. Circular 570, expiring no earlier than the Commercial Operation Date.

“*Construction Commencement Date*” means the earlier of the date (i) when all Permits necessary for construction of the System have been obtained, or (ii) on which System equipment and/or materials are delivered to the Premises, or (iii) on which Lessee signs an Interconnection Services Agreement with the

Local Electric Utility, or (iv) on which actual construction activities commence at the Premises, including earth-moving activities.

“**CPI**” means the “Consumer Price Index for All Urban Consumers (CPI-U): Electricity in Boston-Brockton-Nashua, MA-NH-ME-CT” as reported by the U.S. Bureau of Labor Statistics.

“**Decommissioning Bond**” means a bond in the amount of \$69,200.00 issued by a surety licensed to do business in Massachusetts and whose name appears on U.S. Treasury Dept. Circular 570 for the decommissioning and removal of the System and return of the land to its original state.

“**Environmental Financial Attributes**” shall mean each of the following financial rebates and financial incentives created under any present or future local state, local, federal or international law or voluntary program that is in effect as of the Effective Date or may come into effect in the future: (i) solar renewable energy certificates (SRECs); (ii) other state, regional, or federal renewable energy certificates (RECs) however so named or referred to (including, but not limited to Renewable Portfolio Standard (RPS) Class I RECs); (iii) incentive tax credits or other tax benefits, and accelerated depreciation (collectively, “allowances”), howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Electricity generated by the System; (iv) any other emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with the generation of electricity by a solar renewable energy facility; and (v) all reporting rights with respect to such allowances.

“**Environmental Claims**” means any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from such Party’s activities on the Property.

“**Environmental Law**” means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under Permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct, disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

“**Expiration Date**” has the meaning set forth on the Cover Sheet, as such date may be extended by mutual agreement of the Parties.

“**Financing Party**” means, as applicable (i) any Person (or its agent) from whom Seller (or an Affiliate of Seller) leases the System or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Seller (or an Affiliate of Seller) with respect to the System.

“**Force Majeure Event**” means any act or event that prevents the affected Party from performing its obligations in accordance with this Lease, but only if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, “Force Majeure Event” shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and

earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused by employees of the affected Party or as a result of such Party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority, including a moratorium on any activities related to this Lease, provided that such Governmental action/inaction is not the result of the fault or negligence of the affected Party; (vi) the inability of one of the Parties to obtain, in a timely manner, any Governmental Approval necessary to enable the affected Party to fulfill its obligations in accordance with this Lease, provided that the delay or non-obtaining of such Governmental Approval is not attributable to the Party in question and that such Party has exercised reasonable, diligent efforts to obtain such Governmental Approval, and (vi) inability of the System "EPC" contractor to obtain the make and model of the photovoltaic modules or other equipment or materials included in its scope of work, to the extent such inability results from an event that falls within the definition of Force Majeure Event. A Force Majeure Event shall not be based on the economic hardship of either Party or the ability or inability of a Party to obtain financing on acceptable terms and conditions, nor on the ordinary or foreseeable fluctuations or intermittency of insolation/sunlight.

"Good Industry Practice" means the practices, methods, acts, and standards of care, skill, safety and diligence commonly employed or engaged in by experienced, qualified and prudent professionals, acting with reasonable care, in the solar PV electric generation industry in the financing, permitting, design, construction, operation and maintenance of electric generating equipment similar in size and technology to the System, and that are compliant with Applicable Legal Requirements.

"Governmental Approval" means any approval, consent, franchise, Permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority, including, without limitation, authorization to interconnect issued by the Local Electric Utility.

"Governmental Authority" means the LEU, ISO, any federal, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau or other administrative, regulatory or judicial body of any such government, including the Federal Aviation Administration, the Department of Homeland Security, Transportation Security Administration and the Massachusetts department of Transportation.

"Hazardous Substances" means and includes, without limitation, any substance, chemical, material, pollutant, or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Lessee at the Premises.

“Lease Term” means the term of years that commences on the Effective Date and expires at 11:59 p.m. on the Expiration Date, unless earlier terminated.

“Lessee Party” or **“Lessee Parties”** means, individually or collectively, Lessee, its Affiliates and any of their authorized representatives, agents, employees, managers, contractors, architects and engineers, and each of their respective officers, directors, partners, members, managers, agents, employees, representatives, licensees and invitees.

“Lessor Parties” means, individually or collectively, Lessor, its Affiliates and any of their authorized representatives, agents, employees, managers and each of their respective officers, directors, partners, members, managers, agents, employees, representatives, licensees and invitees.

“Local Electric Utility” or **“LEU”** means the local electric distribution owner and operator providing electric distribution services to Lessor and also providing electric distribution and interconnection services to Seller for Seller’s System located on the Premises.

“Payment Bond” means a bond in the amount of \$250,000 from a surety company licensed to do business in the Commonwealth of Massachusetts and whose name appears on U.S. Treasury Dept. Circular 570 securing Lessee’s obligations for payment of laborers, suppliers, and all subcontractors, expiring no earlier than the Commercial Operation Date.

“Permits” means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or other requirements imposed by any Governmental Authority, or the Independent System Operators-New England (ISO-NE), which are required in order to develop, construct, operate, maintain, improve, refurbish and retire the System or to schedule and deliver the electric energy produced by the System to the Local Electric Utility, including an authorization to construct or a conditional use permit.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Removal and Restoration Date” means the date not be later than one hundred-eighty (180) days after either the Expiration Date or the date of earlier termination of this Lease, if applicable, when Lessee shall complete the removal from the Premises of all of Lessee’s property, including, but not limited to, the equipment comprising the System and restore the Premises to its original condition, reasonable wear and tear excepted.

“System” means the integrated assembly of photovoltaic modules, mounting assemblies, inverters, conduit, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, owned by Seller and located on Lessor’s real property which is used to generate electricity delivered to Lessor pursuant to this Lease, as more fully described in Exhibit ___.

“Terminal Value” means the value or values, as applicable, set forth in Exhibit ___.

EXHIBIT D
LESSEE INSURANCE

The Lessee shall maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies, or acceptable self-insured programs:

- (i) Workers' Compensation at statutory limits and Employer's Liability Coverage in accordance with the Worker's Compensation Act of the Commonwealth of Massachusetts, which policy shall adequately protect all labor employed by the Lessee during the life of this Lease and, if required, Lessee shall provide written evidence to the Awarding Authority that such insurance is in fact in force. Such insurance shall be of at least \$1,000,000.00 per occurrence.
- (ii) Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general annual aggregate, \$1,000,000.00 per occurrence, on which policy the City of North Adams shall be added as an additional insured, and
- (iii) Automobile Liability Coverage of at least \$1,000,000.00 per occurrence for bodily injury and property damage combined single limit, \$100,000 personal with a \$300,000 aggregate, on which policy the City of North Adams shall be added as an additional insured. For any claims resulting from the operation, maintenance and repair of the System, Lessee's insurance coverage shall be primary. Any insurance or self-insurance maintained by Lessor shall be in excess of Lessee's insurance and shall not contribute with it.
- (iv) Professional Liability Insurance in the amount of one million dollars (\$1,000,000) each occurrence, \$2,000,000 annual aggregate limit.
- (v) Property Coverage for materials and supplies being transported by the contractor.
- (vi) Umbrella Liability of at least \$5,000,000/occurrence, on which policy the Town of Montague shall be added as an additional insured.

EXHIBIT E
FINANCING PARTIES AS OF EFFECTIVE DATE (IF ANY)

**EXHIBIT F
NOTICE OF LEASE**

In accordance with the provisions of Massachusetts General Laws, Chapter 183, Section 4, notice is hereby given of the Lease Agreement (the "*Lease*") dated of even date herewith. This Notice of Lease does not amend the Lease, and in the event of any conflict between this Notice of Lease and the Lease, the latter shall control.

LESSOR: _____, a _____

LESSEE:

DESCRIPTION OF PREMISES: The Premises consists of approximately _____ acres located at the Property owned by Lessor and commonly known as _____, MA. The Property is more particularly described in Exhibit A attached hereto.

For Lessor's title to the Property, reference is herein made to Deed dated _____ and recorded at the _____ County Registry of Deeds at Book _____, Page _____.

OPTION COMMENCEMENT DATE: The date this Lease is fully executed. (_____, 20__)

LEASE COMMENCEMENT DATE: The Effective Date.

TERM OF LEASE: Approximately twenty (20) years with an additional period to remove the System and restore the Premises, as provided in this Lease.

NO FIXTURE: The System, as defined in this Lease, installed and operated by Lessee at the Premises shall not be deemed a fixture. The System is Lessee's personal property and Lessor has no right, title or interest in the System. Further, Lessor has waived all right of levy for rent, all claims and demands against the System and all rights it may have to place a lien on the System.

LESSEE:

LESSOR:

By: _____
Name: _____
Title: _____
Duly Authorized

By: _____
Name: _____
Title: _____
Duly Authorized

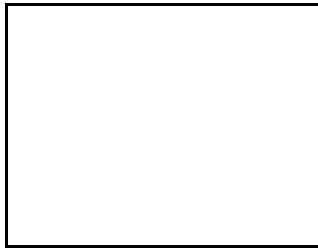
Date: _____

Date: _____

COMMONWEALTH OF MASSACHUSETTS)
) ss.

COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ (*name of document signer*), proved **to me through satisfactory evidence of identification, which were** _____ (*source of identification*) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

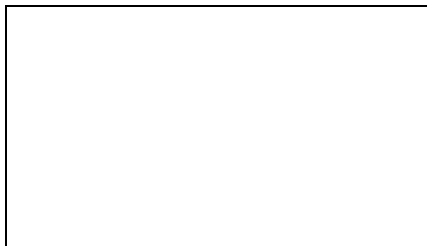


Notary Public
Print Name _____
My commission expires _____

STATE OF _____)
) ss.

COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ (*name of document signer*), proved **to me through satisfactory evidence of identification, which were** _____ (*source of identification*) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

**Memorandum of Lease Exhibit A
Legal Description**

The Property is legally described as follows:

EXHIBIT G
Disclosure of Beneficial Interest Form

Lease of Space at Turners Falls Airport

DISCLOSURE OF BENEFICIAL INTEREST IN REAL PREMISES TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed by lessee/purchaser with the Massachusetts Division of Capital Planning and Operations, as required by G.L. c.7C, §38, prior to the conveyance of or execution of a lease for the real property described below. A new disclosure statement must be filed, under penalty of perjury, during the term of any lease/rental agreement in case of any change of interest in such property within 30 days of such change.

1. Public agency involved in this transaction Town of Montague, Turners Falls Airport
[Name of Jurisdiction]

2. Complete legal description of the Premises:

The real property for sale/rent/lease consists of:

3. Type of transaction: _____ Sale or **X Lease** or rental (if the latter, for 20 years)

4. Seller(s) or Lessor(s): Town of Montague, Turners Falls Airport

Purchaser(s) or Lessee(s):

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above.

Additional Requirement for Corporations: If a corporation has, or will have, a direct or indirect beneficial interest in the real property, the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. This provision shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than 10 per cent of the outstanding stock entitled to vote at the annual meeting of such corporation.

Name

Address

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts, or is an employee of the Division of Capital Asset Management and Maintenance, except as noted below:

Name	Title or Position
_____	_____
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real Premises transaction with the public agency named in Item 1. If the form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned understands and agrees that any change to beneficial interests (see Item 4 of this form) during the term of any lease/rental will require lessee to file a new disclosure with the Massachusetts Division of Capital Asset Management and Maintenance within 30 days following such change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____