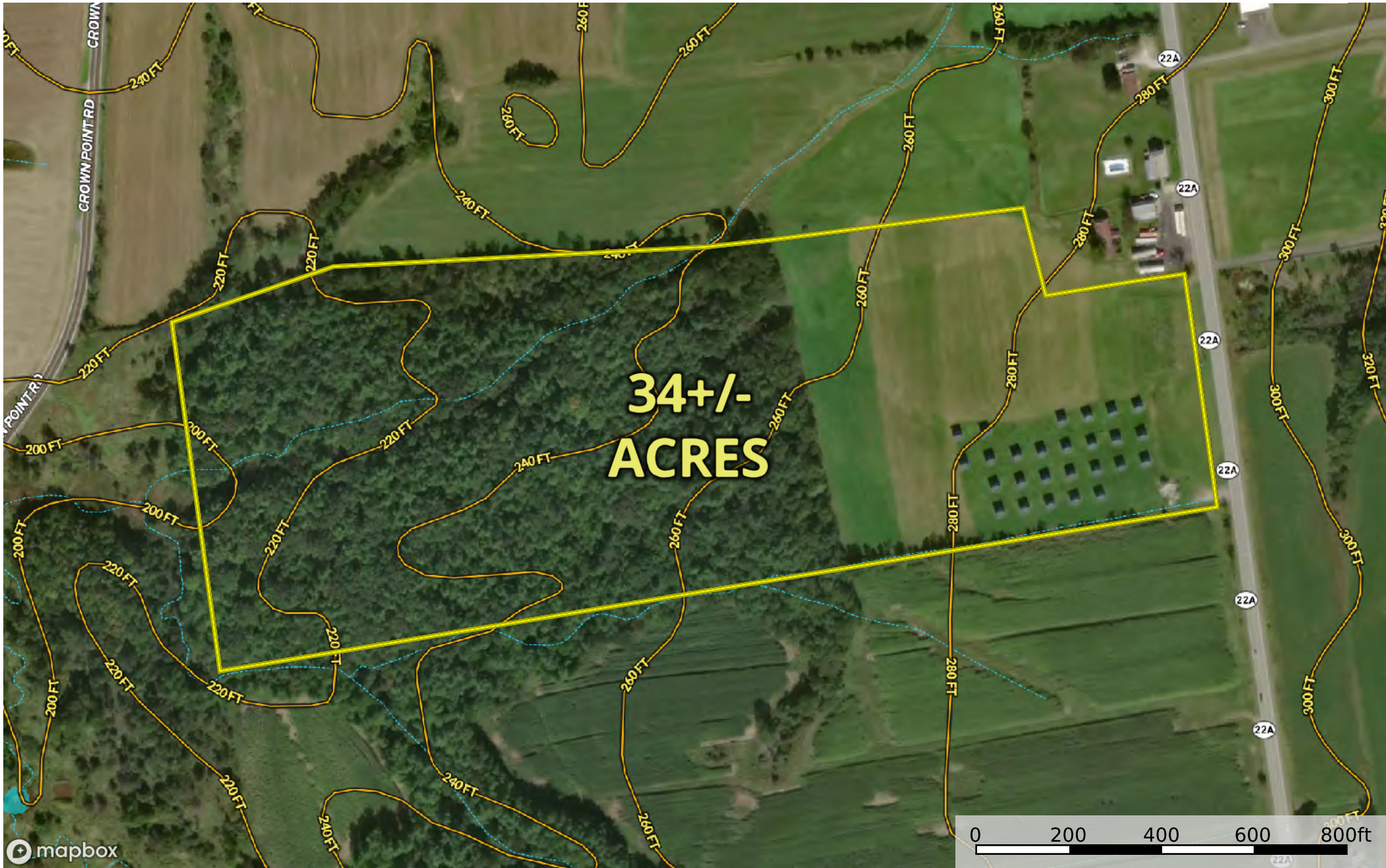
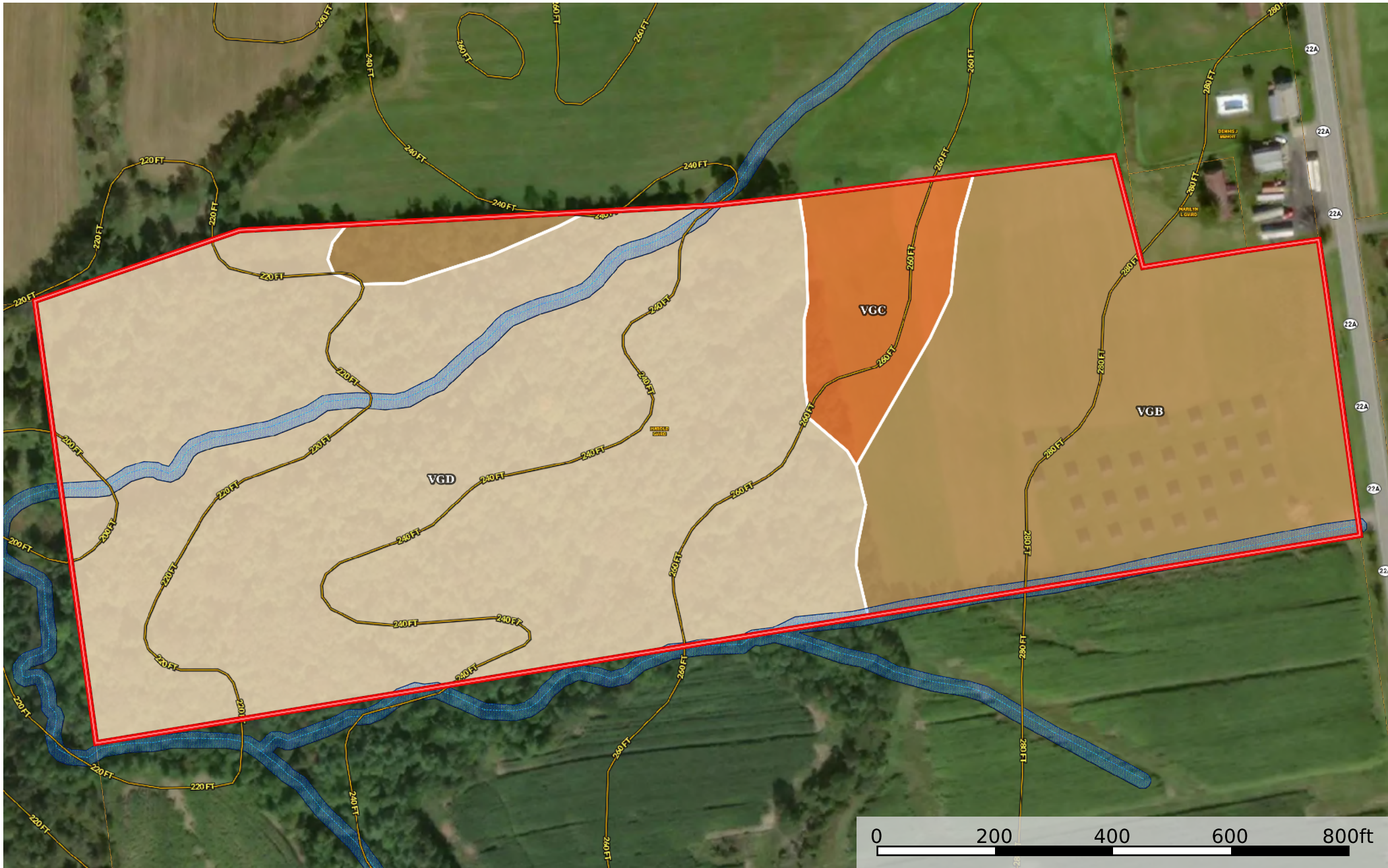


Bridport, VT - 34+/- Acres - 4376 VT-22A
Vermont, AC +/-



-  Property Boundary
-  Stream, Intermittent
-  River/Creek
-  Water Body



| Boundary 35.84 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
VgD	Vergennes clay, 12 to 25 percent slopes	22.52	62.85	0	47	4e
VgB	Vergennes clay, 2 to 6 percent slopes	11.17	31.17	0	54	2e
VgC	Vergennes clay, 6 to 12 percent slopes	2.15	6.0	0	53	3e
TOTALS		35.84(*)	100%	-	49.56	3.32









(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

WARRANTY DEED

Know all men by these presents that we, Helen N. Giard, surviving widow of Walter L. Giard of Bridport in the County of Addison and State of Vermont Grantor, in the consideration of Ten and More Dollars paid to my full satisfaction by Harold W. Giard and Shirley Giard, husband and wife, both of Bridport in the County of Addison and State of Vermont Grantees, by these presents, do freely Give, Grant, Sell, Convey and confirm unto the said Grantees, Harold W. Giard and Shirley Giard, as tenants by the entirety, and their heirs and assigns forever, a certain piece of land in Bridport in the County of Addison and State of Vermont, described as follows, viz:

Being all the land and same premises described in a warranty deed Victor A. & Marguerite K. Giard to Helen N. Giard and Walter L. Giard (deceased) dated 29 April, 1969 recorded in Book 23 Pages 134 and 135 of Bridport Land records being described therein as follows:

"Being a portion of the lands and premises described in a deed from John Benjamin and Carol Aldrich to the Grantors dated September 7, 1951 and recorded in Book 21, at Page 110 of the Bridport Land Records.

The portion being conveyed being more particularly described as follows:

Commencing at a point in the Westerly line of Route 22A so-called, which said point marks the Southeast corner of lands now or formerly of one Gerard Benoit; thence Westerly a distance of 300 feet more or less along the Southerly line of lands of the said Benoit and a southerly line of lands of the Grantors herein; thence Northwesterly a distance of 197 feet more or less along an existing fence line to appoint marked by an iron pipe; thence Westerly along the Southerly line of lands of the Grantors herein to appoint in the Easterly line of lands presently owned by the Grantees; thence Southerly along the Easterly line of lands of the Grantees to a point marked by an iron pipe, which said point marks the Northwest corner of lands now or formerly of Jean Noel Ploofé; thence Easterly along the Northerly line of lands of the said Ploofé to the Westerly line of the said Route No. 22 A; thence Northerly along the Westerly line of the said Route No. 22A to the point of beginning, and being approximately 34 acres more or less."

40

To have and to hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantees Harold W. Giard and Shirley Giard, as tenants by the entirety, their heirs and assigns to their own use and behoof forever; and I the said Grantor Helen N. Giard for myself and my heirs, executors and administrators, do covenant with the said Grantees Harold W. Giard and Shirley Giard their heirs and assigns, that until the ensembling of these presents I am the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are Free from every encumbrance: and I hereby engage to Warrant and Defend the same against all lawful claims whatever,

In Witness Whereof, I have hereunto set my hand and seal this 2nd
Day of November A. D. 2002.

In Presence of

Linard Trudeau

Helen N. Giard
Helen N. Giard

State of Vermont
Addison County, SS

At Middlebury this 2nd day of November
A.D. 2002 Helen N. Giard personally appeared, and she acknowledged this instrument, by her seal and subscribed, to be her free act and deed.

Before me

Linard Trudeau
Notary Public

My Commission Expires 2/10/03

Bridport Town Clerk's office, June 3, 2005 at 9:00 am
Received and duly recorded the foregoing instrument
Attest: Valerie Bourgeois L.S. Town Clerk

Vermont Property-Transfer Tax
32 V.S.A. Chap. 231

ACKNOWLEDGMENT

Return Rec'd - Tax Paid

Return No. 05-26

Signed Valerie Bourgeois Clerk

Date June 3, 2005

CV-CHA 30U Rev. 08/00

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, **HAROLD W. GIARD AND SHIRLEY G. GIARD** of **BRIDPORT**, County of **ADDISON**, State of **VERMONT**, hereinafter called Grantors, for and in consideration of the sum of One Dollar and other valuable consideration paid by **CENTRAL VERMONT PUBLIC SERVICE CORPORATION**, a Vermont corporation having its office and principal place of business at the City of Rutland, in the County of Rutland and State of Vermont, and **CHAMPLAIN VALLEY TELECOM. INC.**, A Vermont corporation, (hereinafter together called Grantees), the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the Grantees as tenants in common, their successors and assigns, the perpetual and exclusive right and easement to construct, inspect, operate, maintain, reconstruct and remove a line or lines for the transmission of electricity and the transmission of intelligence by electricity or light, consisting of poles, wires, cables, guy wires, push braces, underground wires, service cables, conduits, pipes, manholes, pad mounts, vaults for transformers and other fixtures and appurtenances used or adopted for the purpose, upon, over across and under the surface of the lands owned by the Grantors in the Town/City of **Bridport**, County of **Addison**, State of **Vermont**, more fully described in deed given by **Walter L. Giard and Helen N. Giard** to **Harold W. Giard and Shirley G. Giard** dated **June 8, 1990**, and recorded in the Land Records for **Bridport** in **Book 34** at **Page 485**.

Said line shall enter from the lands now or formerly of **Helen Giard** and run in a southeasterly direction to pole #37-1 of **CVPS Line #381**.

The exact location of said line or lines is to be selected by the Grantees after their final surveys have been completed within the above-described location and to become permanently established upon the erection of the poles, laying of cables, and/or construction of conduits in said line or lines

Together with the right to cut down, keep trimmed or eliminated by such means as Grantees deem desirable, all trees and underbrush as the Grantees may from time to time desire within a width of **fifteen (15)** feet on each side of the said line or lines above-described, together with such other trees on said premises adjacent to this right of way as, in the judgment of the Grantees, may interfere with or endanger the efficient operation and use of said lines or any of their appurtenances when constructed

Together, also, with the right to enter upon such right and easement, across other property owned by the Grantor, for the purposes of exercising any of the rights herein granted, provided, however, that said right must be exercised in a careful manner and any damages to such other property of the Grantor caused by the Grantees shall be borne by the Grantees

The Grantor covenants and agrees not to plant any trees or other plants or construct or erect or permit the erection or maintenance of buildings or structures of any kind, or change the grade, fill or excavate within ten (10) feet on each side of said line or lines without written permission from executive officers of the Grantees

TO HAVE AND TO HOLD the aforegranted rights and easements, with all the privileges and appurtenances, thereunto belonging, unto and to the use of said Grantees, and their successors and assigns forever, and the Grantor does hereby covenant with the Grantees and their successors and assigns, that they are lawfully seized in fee simple of the granted premises, that they are free from all encumbrances, except those of record, that they have good right to sell and convey the same aforesaid and will warrant and defend the same to the Grantees and their successors and assigns forever against the claims and demands of all persons

The foregoing shall be binding upon and shall enure to the benefit of the respective heirs, administrators, executors, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 21ST day of OCTOBER, A. D. 2003

WITNESSES

David L. Ballou AS TO BOTH

Harold W. Giard (SEAL)
Shirley G. Giard (SEAL)
 HAROLD W. GIARD
 SHIRLEY G. GIARD

STATE OF VERMONT)

COUNTY OF ADDISON)

BE IT REMEMBERED, that on the 21ST day of OCTOBER, 2003, personally appeared **HAROLD W. GIARD AND SHIRLEY G. GIARD**, signers and sealers of the foregoing written instrument and acknowledged the same to be their free act and deed

Before me,

David L. Ballou
 Notary Public

SPACE BELOW THIS LINE FOR RECORD ENTRY PURPOSES ONLY AND NOT A PART OF ABOVE CONVEYANCE.

Bridport Clerk's Office
 Received for Record
October 23 A. D. 2003
 at 9 o'clock — minutes A M and
 recorded in Book — Page — of Land Records
 Attest: Valerie Bourgeois Clerk
 Recorder's Fee. \$ —

District 01
 W. R. 46108
 Hwy. TH #1
 Line No. 381
 Cl to pole 37-1



Vermont Mandatory Flood Disclosure



Date Prepared: 06/18/2025

Seller's Name(s): Harold Giard

Property Address: 4376 VT Route 22A, Bridport, VT 05734

Street City/Town

27 V.S.A. § 380 requires all Sellers of real property in Vermont to disclose the flood status of their property to the Purchaser. The FEMA search engine can be found at <https://msc.fema.gov/portal/home>.

Descriptions of FEMA's flood hazard areas can be found at <https://www.fema.gov/glossary/flood-zones>.

1	Is the real property located in a Federal Emergency Management Agency (FEMA) mapped Special Flood Hazard Area?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2	Is the real property located in a Federal Emergency Management Agency (FEMA) mapped Moderate Flood Hazard Area?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3	Has the real property been subject to flooding or flood damage while the seller possessed the property, including flood damage from inundation or from flood-related erosion or landslide damage?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3a	If yes, please describe:		
4	Does the seller maintain flood insurance on the real property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Seller has completed this form personally, reviewed the FEMA map and associated data themselves, and has not relied upon anyone else to provide this information.

THE STATEMENTS IN THIS REPORT ARE MADE BY THE SELLER. THEY ARE NOT STATEMENTS OR REPRESENTATIONS MADE BY ANY REAL ESTATE AGENT(S).

Seller: Harold Giard 06/18/25
(Signature) (Date)

Seller:
(Signature) (Date)

Seller:
(Signature) (Date)

Seller:
(Signature) (Date)

Purchaser acknowledges receipt of this Disclosure

Purchaser:
(Signature) (Date)

Purchaser:
(Signature) (Date)

Purchaser:
(Signature) (Date)

Purchaser:
(Signature) (Date)

LEASE AGREEMENT

This Lease Agreement (this "Agreement" or "Lease") is made by and between Harold Giard and Shirley Giard, individuals residing at 1786 CROWN POINT ROAD with certain real property located in Bridport, Vermont ("Landlord"), and ALLEARTH SERVICES, LLC, a Vermont limited liability company with a place of business in Williston, Vermont ("Tenant") (collectively, Landlord and Tenant are referred to herein as the "Parties"). This Agreement is made and entered into as of December 18, 2012 (the "Effective Date").

Background

1. Landlord is the owner of certain real property located in Bridport, Vermont (the "Land").
2. Tenant desires to lease land from Landlord to construct a solar energy project, including without limitation solar panels, heliostats, energy storage equipment, mounting substrates or supports, wiring and connections, power inverters, service equipment and associated structures, metering equipment, service roads, utility interconnections and any and all related equipment (the "Project") on the Land.
3. Tenant is in the process of obtaining the necessary permits to develop, build, own, operate and maintain the Project.
4. Landlord wishes to demise, let, rent and lease unto Tenant and Tenant wishes to hire and rent from Landlord the Project site on the Land hereinafter described upon the terms and conditions of this Agreement.

NOW, THEREFORE,

In consideration of the premises and the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, the Parties hereby agree as follows:

1. Premises.

(a) Landlord does hereby demise, let, rent and lease unto Tenant, and Tenant hereby hires and rents from Landlord approximately 1.5 acres located on the southern side of the Landlord's parcel off Route 22A, Bridport, Vermont (the "Leased Site"). The Leased Site constitutes a portion of the Land. The Leased Site and the Land owned by Landlord at such location are more particularly described in the property description attached hereto as Exhibit A, and more particularly depicted on the site plan attached as Exhibit A-1. Landlord agrees that this Agreement and the easement granted in Section 1 shall run with the land and survive any transfer of the Land.

(b) The Leased Site shall be leased to Tenant together with a (i) non-exclusive easement, on, over, across and through the Land for the installation, operation, construction,

repair, replacement, improvement, removal, enhancement, inspection and maintenance of utility lines, cables, conduits, transformers, wires, meters, monitoring equipment and other necessary and convenient equipment and appurtenances (collectively, the "Cabling Area") running between the Leased Site and the point at which electric energy ("Electricity") is delivered and received (the "Delivery Point") and all necessary electrical and other utility sources located on the Land, and (ii) a non-exclusive easement for ingress and egress across the Land to and from the Premises (as hereinafter defined) seven (7) days a week, twenty-four (24) hours a day, for the purpose of siting, development, enhancement, relocation, installation, construction, operation, inspection, maintenance, replacement, repair, improvements and removal of the Project. The Leased Site, Delivery Point and Cabling Lease Area are hereinafter collectively referred to as the "Premises" and are more particularly depicted on the site plan attached hereto as **Exhibit A-1** and by this reference incorporated herein. The approximate location of the Leased Site is shown on **Exhibit A-1** to this Lease.

(c) Landlord is leasing the Premises to Tenant, and Tenant is leasing the Premises from Landlord, for the siting, development, installation, inspection, construction, operation, maintenance, repair, replacement, relocation, removal, enhancement and improvement of the Project, more particularly described in the Project description attached hereto as **Exhibit B** and by this reference incorporated herein, together with all electrical lines required to transmit Electricity generated by the Project to the Delivery Point. In the event there are not sufficient electric and other necessary utility sources located on the Leased Site to enable Tenant to transmit Electricity generated by the Project to the Delivery Point, Landlord agrees to grant Tenant or the local utility provider the right to install such utilities on, over and/or under the Land to the Premises as necessary for Tenant to operate the Project, the location of such utilities to be as reasonably designated by Tenant. The Premises are leased subject to: (i) covenants, restrictions, easements and rights-of-way set forth on **Exhibit A-1** and of record; (ii) zoning regulations, ordinances, buildings restrictions, regulations and permits of any municipal, county, state or federal department having jurisdiction over the Premises; and (iii) the provisions of all other applicable laws, statutes, ordinances and public acts.

2. **Term of Lease; Termination.** The term of this Lease (the "Term") shall commence on the Effective Date and shall end thirty (30) years from the Effective Date (the "Lease Expiration Date"), unless sooner terminated as provided herein. Upon no less than sixty (60) days' written notice to Landlord, Tenant may terminate this Lease for any reason whatsoever; provided, however, that within sixty (60) days of such notice to Landlord, Tenant shall remove any improvements, alterations and modifications and restore the Premises to the same condition which existed on the Commencement Date, reasonable wear and tear excepted (unless otherwise agreed upon by the Parties).

3. **Base Rent.** The Rent for the Premises shall commence on the Project Commissioning Date. The Rent for the Premises for the Term is \$2,000 per annum. At the option of Tenant, payment of rent shall be made: (i) in \$2,000 worth of electricity credits to the electric account of the Landlord's choosing; (ii) in cash; or (iii) in a combination of cash and electricity credits.

4. **Taxes, Utility Expenses and Common Expenses.**

(a) The Landlord shall remain responsible for paying all real estate taxes assessed on the Premises.

(b) Tenant shall pay when due all taxes assessed against the Tenant on account of the Tenant's personal property, Equipment (as defined in Section 6(a)) on the Premises, or otherwise assessed against the Project, and Tenant's use and occupancy of the Premises under this Lease ("Tenant's Taxes"). Tenant shall also pay when due any additional Taxes assessed on the Premises directly related to the Project. The term "Taxes" is hereby defined to mean all general and special taxes, including existing and future assessments and other local improvements and other governmental charges which may be lawfully charged, assessed, or imposed upon the Project. The term "when due" as used in this Lease means on or before the date Tenant will incur penalties for the failure to pay such taxes.

(c) If applicable, Tenant shall, during the Term, pay and discharge punctually, as and when the same shall become due and payable, all utility charges, and other services furnished to the Premises (hereinafter referred to as "Utility Expenses"). All Taxes, Utility Expenses and charges under this Section are referred to herein as "Additional Rent."

(d) All Additional Rent shall be paid either to Landlord or to such other person or entity designated by Landlord. All Utility Expenses shall be paid directly to the utility provider unless the parties agree otherwise.

(e) Tenant may, at its own expense, contest or cause to be contested, after prior written notice to Landlord, by appropriate legal proceedings conducted in good faith and with due diligence, the Taxes provided that: (i) neither the Premises, nor any interest therein would be in any danger of being sold, forfeited or lost by reason of such proceedings; (ii) no Event of Default has occurred; (iii) Tenant posts a bond or takes other steps acceptable to Landlord that remove such lien or stay enforcement thereof; (iv) Tenant shall promptly provide Landlord with copies of all notices received or delivered by Tenant and filings made by Tenant in connection with such proceedings; and (v) upon termination of such proceedings, it shall be the obligation of Tenant to pay the amount of any such tax and assessment or part thereof as finally determined in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees (including attorneys' fees and disbursements), interest, penalties or other liabilities in connection therewith.

5. Delivery of Premises.

(a) Landlord shall deliver the Premises to Tenant on the Effective Date in a condition ready for Tenant's installation of the Project, clean and free of debris that will inhibit the installation of the Project. Landlord represents and warrants to Tenant that as of the Effective Date: (i) the Premises are vacant and no third party has any right to use, occupy or lease the Leased Site in whole or in part; (ii) the Premises are in material compliance with all applicable laws; and (iii) free of any Hazardous Materials (as defined in Subsection 20(g) below), or any other substance or matter imposing liability for cleanup costs or expenses on any person or entity under any statutory or common law theory.

(b) If a material breach of any of the representations and warranties contained

in Subsection 5(a) above is discovered at any time during the Term, which was not disclosed to Tenant prior to the Effective Date, and which prevent the use of the Leased Site for the Project, the Landlord shall, promptly after receipt of written notice from Tenant setting forth a description of such non-compliance, rectify the same at Landlord's expense. If Landlord cannot rectify the condition within ninety (90) days after the notification by Tenant, Tenant may terminate this Lease by notifying Tenant of its intent to terminate.

(c) In the event the Tenant terminates the Lease as provided in Subsection 5(b) above, Tenant shall be entitled to seek all available remedies or damages at law or in equity.

(d) Landlord agrees to permit Tenant reasonable ingress and egress to the Premises prior to the Effective Date for Tenant to conduct suitability surveys, tests, engineering analysis, subsurface boring tests, and other activities of a similar nature as Tenant may deem necessary, at the sole cost of Tenant. Tenant's conduct of any tests, surveys or inspections shall be conducted so as to minimize any disruption to Landlord's business. Tenant agrees to indemnify, protect, defend, and hold Landlord harmless from any and all losses, costs, damages, claims, causes of action, and liability arising out of, caused by, or related to Tenant's (including Tenant's employees, agents, representatives, and contractors) entry upon the Premises, and/or Tenant's (including Tenant's employees, agents, representatives, and contractors) conduct of any such tests or inspections. Such indemnification shall only cover any direct damages resulting from the foregoing and shall in no event create any liability of Tenant for indirect, consequential, exemplary or punitive damages.

6. **Use of the Premises.**

(a) Tenant shall be permitted to use the Premises for the purpose of constructing, maintaining repairing, improving, operating, replacing and removing the Project and uses incidental thereto, and such other lawful and permitted uses to which Landlord may consent in writing, which consent shall not be unreasonably withheld or delayed. During the Term, Tenant shall use the Premises and operate and maintain all energy producing and transmission equipment owned by Tenant and used in the Project (hereinafter, the "Equipment") in accordance with the Governmental Approvals, as well as in accordance with all applicable laws, permits, manufacturer's recommendations, requirements of all insurance policies, warranties and customary industry practice (collectively the "Permitted Use").

(b) At all times during the Term, Tenant shall have the exclusive right to occupy the Premises, and shall have the exclusive and continuous right to direct sunlight for operation of the Project. Landlord reserves the right to use the remainder of the Land for any other purpose, or to grant easements or leases in favor of third persons for any other lawful purpose permitted under applicable laws, so long as any such uses, easements or leases or the construction of buildings or other improvements on the remainder of the Land (or adjoining property under the control of Landlord) or the use of the Land (or adjoining property under the control of Landlord) for agricultural purposes (including the planting of trees, vines or other crops), does not cast shadows, block or restrict access to direct sunlight for the Project or otherwise interfere with any of Tenant's rights under this Lease or the construction, use or operation of the Project to generate Electricity. Any such use, lease or easement entered into after the Effective Date of this Lease shall expressly provide it is subject and subordinate in all

respects to this Lease and to the rights of Tenant hereunder. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section 6, and therefore Tenant shall have the right to equitable remedies, including, without limitation, the remedies of injunctive relief and specific performance, to enjoin any use of the Land that has a material adverse effect on or results in a material interference with Tenant's business or operations or the amount of Electricity generated by the Project.

7. **Governmental Approvals.**

(a) It is understood and agreed that Tenant's ability to use the Premises is expressly contingent upon it obtaining after the Effective Date all material permits, licenses, certificates, authorizations and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state, or local authorities, for the use of the Premises by Tenant for the Project. Landlord shall cooperate with Tenant in Tenant's effort to obtain such Governmental Approvals and shall take no action which would adversely affect the status of the Premises with respect to the Project. Landlord agrees not to contest, appear as an adverse party, or in any other manner oppose or appeal, any application made by Tenant, or its designated agents or employees ("Tenant Affiliates") to any governmental or municipal entity, board, commission or officer for the Project.

(b) Tenant shall have the right to terminate this Lease without any liability to Landlord in the event that: (i) any of such applications for such Governmental Approvals should be denied; (ii) any Governmental Approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Tenant determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Tenant determines that the results of any environmental site assessment or study is unsatisfactory; (v) Tenant determines prior to installation of the Project that the Premises are not technically compatible for its use; or (vi) Tenant, in its sole discretion, determines prior to installation of the Project that it will be unable to use the Premises for the Permitted Use. Upon such termination, this Lease shall be of no further force or effect and all rights, duties and obligations of Landlord and Tenant shall terminate, except to the extent of the indemnities made by each Party to the other hereunder and to the extent relating to Tenant's obligations to remove the Project from the Premises and the Parties' obligations with respect thereto.

8. **Installation and Ownership of Project.**

(a) Landlord hereby grants the Tenant the right to install the Project and all related transmission lines, cables, fixtures and utilities on the Premises all in the approximate initial locations described in the attached **Exhibit A** and to make such other installations on the Premises as may be reasonably necessary or desirable in connection with Tenant's operation of the Project in compliance with all applicable laws and local utility standards and requirements. Landlord hereby grants Tenant the right to temporarily use additional space immediately adjacent to the Premises during development, siting, installation, construction, maintenance, operation, repair, replacement, improvement, relocation, enhancement, inspection or removal of the Project on the Premises. Tenant shall have the right at any time and from time to time to inspect, construct, operate, maintain, install, site, develop, repair, remove, improve, enhance, relocate or replace the Project or any portion thereof with new or different items with the same or different

as such Project is otherwise in compliance with this Lease, and all Applicable Laws.

(b) Landlord shall have no ownership or other interest in the Project or other equipment or personal property of Tenant installed on the Premises and Tenant may remove all or any portion of the Project at any time and from time to time. Landlord hereby waives any statutory or common law lien that it might otherwise have in or to the Project, the Equipment or any portion thereof.

9. **Maintenance and Security.**

(a) During the Term, Tenant shall maintain the condition of the Premises, but not the remainder of the Land, except to the extent of any damage to the Premises or the Land caused by Tenant or its contractors during installation, maintenance, operation, improvement, enhancement, relocation, development, construction, repair, siting, replacement or removal of the Project.

(b) Except as provided in Subsection 9(a) above, during the Term, Landlord shall maintain the Land in accordance with applicable law. Landlord shall maintain the land around the Project and immediately adjacent to the Project to assure no trees or shading of the Project occurs. Landlord shall notify Tenant of any work to be done in the vicinity of the Premises that is reasonably likely to impact the Project or Tenant's improvements. Landlord shall not be obligated to repair or replace any fixtures or equipment installed by Tenant. Upon Tenant's written notice of the need for Landlord maintenance or repairs required hereunder, Landlord shall complete any such maintenance or repairs within thirty (30) days of receipt of such notice, or such shorter period as may be required by any governmental authority having jurisdiction, unless the defect concerned constitutes an emergency, in which case Landlord shall cure the defect as quickly as possible, but not later than five (5) days after receipt of notice. If Landlord fails to make such repairs, Tenant may do so, and the reasonable cost thereof shall be payable by Landlord to Tenant on demand, or, at Tenant's option, Tenant may deduct such amounts from any sums that may be due or owing by Tenant under this Lease. In the event of an emergency and where the Landlord refuses to respond within twenty-four (24) hours of notice of the emergency, Tenant, at its option, may make such repairs at Landlord's reasonable expense, before giving any written notice, but Tenant shall notify Landlord in writing within three (3) business days following such emergency.

10. **Removal of the Project.**

(a) Upon expiration or termination of this Lease according to its terms, and unless the Landlord elects to purchase the Project, Tenant shall at its sole cost and expense remove from the Premises all of the tangible property comprising the Project, including but not limited to all structures built by the Tenant, any fencing and, or barriers to secure the Project and any Project mounting and other support structures (collectively "Tenant Improvements"), on a mutually convenient date not later than sixty (60) days after such expiration or termination and shall return the Premises to the same condition as it was in on the Effective Date except for any reasonable use and wear, damage by casualty or eminent domain or damage resulting from the actions of Landlord.

(b) If Tenant fails to remove or commence substantial efforts to remove the Project within sixty (60) days of the expiration or of the date that the Agreement terminates, Landlord shall have the right, at its option, to remove the Project and restore the Premises as required by this Lease. Tenant shall reimburse Landlord for reasonable out-of-pocket costs and expenses incurred by Landlord in removing and storing the Equipment and in restoring the Premises.

(c) If Tenant fails to reimburse Landlord for such reasonable costs and expenses incurred in removing and storing the Project and in restoring the Premises within sixty(60) days of its completion of such actions, Tenant shall be deemed to have abandoned the Project and Landlord shall have the right to retain (upon notice and at no additional cost to Landlord) or sell, at public or private sale, the Equipment (and Tenant hereby appoints Landlord as its agent for such purposes in such circumstances) for its scrap value and to retain all proceeds of such sale. Tenant shall be liable for any deficiency between Landlord's costs and the sale price. The provisions of this Section 10 shall survive expiration or termination of this Agreement until the actual removal of the Project has been completed hereunder.

11. **Access to Premises.** During the Lease Term, Landlord or Landlord's agents shall have the right to access the Premises with at least twenty-four (24) hours' prior notice during usual business hours except in case of emergency.

12. **Assignment and Subletting.** Tenant shall be permitted to assign this Lease or sublet all or any part of the Premises without Landlord's consent. Upon any assignment made in accordance with this Section 12, Tenant shall deliver to Landlord a written notice of such assignment within ten (10) business days of the effective date thereof and all references to "Tenant" herein shall refer to the assignee.

13. **Indemnity and Public Liability Insurance.**

(a) Tenant shall, from and after the Effective Date, defend, indemnify and hold harmless Landlord (together with corporate affiliates and officers, directors, members, employees and agents of Landlord and its affiliates) from and against all loss, liability, damages, claims, proceedings, costs (including costs of defense and attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity), expenses, demands, suits and causes of action (all of the foregoing collectively referred to as "Liabilities") arising out of: (i) negligence or willful misconduct of Tenant, its agents, officers, directors, employees or contractors; or (ii) the material breach by Tenant of any of its obligations under this Agreement that, in any of the foregoing circumstances: (x) result in damage to the Premises or death or injury to any person sustained on the Premises; (y) arise (directly or indirectly) out of or in connection with the possession, use, occupation or control of the Premises; or (z) arise out of damage to any property or death or injury to any person anywhere occasioned, or claimed to have been occasioned, by any act, neglect or default of, or work performed by, Tenant, or its agents, employees, licensees or contractors (except to the extent such damage, death or injury shall be caused by the affirmative act or negligence (including by failure to act) of Landlord or its employees or agents or Landlord's failure to perform under the Lease and Liabilities). This Subsection 13(a) shall survive the expiration or termination of this Lease.

(b) Landlord shall, from and after the Effective Date, defend, indemnify and hold harmless Tenant (together with corporate affiliates and officers, directors, members, employees and agents of Tenant and its affiliates) from and against all Liabilities arising out of: (i) negligence or willful misconduct of Landlord, its agents, officers, directors, employees or contractors; or (ii) the material breach by Landlord of any of its obligations under this Agreement that, in any of the foregoing circumstances: (x) result in damage to the Premises or death or injury to any person sustained on the Premises; or (y) arise out of damage to any property or death or injury to any person anywhere occasioned, or claimed to have been occasioned, by any act, neglect or default of, or work performed by, Landlord, or its agents, employees, licensees or contractors (except to the extent such damage, death or injury shall be caused by the affirmative act or negligence of Tenant or its employees or agents or Tenant's failure to perform under the Lease and Liabilities). This Subsection 13(b) shall survive the expiration or termination of this Lease.

(c) In addition to the foregoing indemnity by Tenant, Landlord hereby waives and releases any and all rights of action for negligence against Tenant which may hereafter arise on account of damage to the Premises or to the Land, resulting from any fire or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by Landlord. This waiver and release shall apply between the Parties and they shall also apply to any claims under or through Landlord as a result of any asserted right of subrogation. All such policies of insurance obtained by Landlord concerning the Premises or the Land shall waive the insurer's right of subrogation against Tenant. Tenant hereby waives and releases any and all rights of action for negligence against Landlord which may hereafter arise on account of damage to the Premises or to the Land, resulting from any fire or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by Tenant. This waiver and release shall apply between the Parties and they shall also apply to any claims under or through Tenant as a result of any asserted right of subrogation. All such policies of insurance obtained by Tenant concerning the Premises or the Land shall waive the insurer's right of subrogation against Landlord.

14. **Fire and Casualty Insurance.** Tenant shall, throughout the Term, keep all improvements (including the Equipment) situated from time to time upon the Premises insured against loss or damage by fire or other casualty. Such insurance policy shall be written with a good and solvent insurance company licensed to do business in the State of Vermont, selected by Tenant and reasonably satisfactory to Landlord.

15. **Damage or Destruction.** If Tenant's Improvements and Equipment upon the Premises are substantially damaged or destroyed by fire, flood or other casualty that Tenant, exercising reasonable diligence, is not able to restore the Premises within 180 days from the date of such damage, Tenant shall have the right, but not the obligation, to elect not to rebuild, replace or repair any improvements and Tenant may terminate this Lease by giving written notice of termination to Landlord on or prior to the date which is sixty (60) days after the occurrence of such damage or destruction. Upon the giving of such notice, the Term shall expire and come to an end on the last day of the calendar month in which such notice shall be given with the same force and effect as if said day had been originally fixed herein as the expiration date of the Lease.

16. **Condemnation.**

(a) Any condemnation of all or any portion of the Land or the Premises shall be deemed an Event of Default of Landlord under this lease, and shall give rise to Tenant's remedies upon an Event of Default by Landlord thereunder, if such condemnation results in:

(i) a disruption of Tenant's operations at the Premises that may reasonably be expected to continue for more than thirty (30) days; or

(ii) a transfer of any or all of Landlord's right, title and interest in and to the Land or Premises to any Person that is unacceptable to Tenant.

(b) All condemnation awards payable in connection with the taking of all or any portion of the Land shall belong to Landlord, provided, however, that Tenant shall be entitled to a pro rata share thereof if the condemnation award includes compensation for the Project and, provided further, that Tenant may on its own behalf make a claim in any condemnation proceeding involving the Premises or portions of the Land required for the Permitted Use, for losses related to the Project; the Project assets and any other of Tenant's equipment or personal property taken or damaged, its relocation costs and any other compensable damages and losses.

17. **Quiet Enjoyment.** Landlord covenants and agrees with Tenant that upon Tenant paying Rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed by Tenant or its sublessee, Tenant shall and may peaceably and quietly have, hold, occupy and enjoy the Premises and all appurtenances thereto without hindrance or molestation from any person subject, however, to matters set forth herein and of record.

18. **Defaults.**

(a) In the event of any breach by Tenant of any of its covenants or obligations under this Lease, Landlord shall give Tenant written notice of such breach. After receipt of such written notice, Tenant shall have thirty (30) days in which to cure any monetary breach and Tenant shall have sixty (60) days in which to cure any non-monetary breach hereunder, provided Tenant shall have such extended period as may be required beyond the sixty (60) days if the nature of the cure is such that it reasonably requires more than sixty (60) days and Tenant commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. Landlord may not maintain any action or effect any remedies for default against Tenant unless and until Tenant has failed to cure the breach within the time periods provided in this Subsection 18(a).

(b) In the event of any breach by Landlord of any of its covenants or obligations under this Lease, Tenant shall give Landlord written notice of such breach. After receipt of such written notice, Landlord shall have thirty (30) days in which to cure any monetary breach and sixty (60) days in which to cure any non-monetary breach, provided Landlord shall have such extended period as may be required beyond the sixty (60) days if the nature of the cure is such that it reasonably requires more than sixty (60) days and Landlord commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to

completion. Notwithstanding the foregoing to the contrary, it shall be a default under this Lease, if Landlord fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Landlord if the failure to perform such an obligation interferes with Tenant's ability to conduct its business on the Premises including but not limited to the operation of the Project; provided, however, that if the nature of Landlord's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Lease if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

19. **Remedies.** Upon the occurrence of a breach by a Party of one of its material obligations under this Agreement and its failure to cure such breach within the time period specified in Section 18 (Default) above (an "Event of Default"), the non-defaulting Party may, at its option (but without obligation to do so):

(a) perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies; the costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor; or

(b) upon prior written notice to the defaulting Party of its intention to terminate, terminate this Agreement and this Agreement shall cease and terminate on the date specified in such notice. Upon the occurrence of any Event of Default or termination of this Agreement as a result of an Event of Default, the non-defaulting Party may pursue any and all remedies available to it at law or in equity.

20. **Landlord's Representations and Warranties; Covenants of Landlord.** In order to induce Tenant to enter into this Agreement, Landlord covenants, represents and warrants, as of the Effective Date and throughout the Term, as follows:

(a) There are no liens, mortgages or security interests on the Land, except those liens ("Permitted Liens") stated on the "Schedule of Permitted Liens," attached hereto as **Exhibit C**, or as identified in Tenant's title commitment for each applicable parcel and accepted in writing by Tenant.

(b) Landlord is, or as of the Effective Date will be, the owner of fee simple, marketable title of the Land and has full authority to enter into, execute, deliver and perform this Agreement, and is not in default of any mortgage affecting the Land.

(c) Landlord covenants that Tenant shall have quiet and peaceful possession of the Premises throughout the Term.

(d) Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Land.

(e) To the best of Landlord's knowledge, there are no unrecorded easements or agreements affecting the Land that might prevent or adversely affect the use or occupancy of the Land by Tenant for operation of the Project.

(f) There are no circumstances known to Landlord and/or commitments to third parties that may damage, impair or otherwise adversely affect the Project or its construction, installation or function (including activities that may adversely affect the Project's exposure to sunlight).

(g) Landlord has no knowledge of any violation of Environmental Laws relating to the Premises or the Land or, the presence or release of Hazardous Materials on or from the Land. The term "Environmental Laws" includes, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Clean Water Act and other federal, state and local laws governing the environment as in effect on the date of this Lease together with all amendments thereto, implementing regulations and guidelines and all state, regional, county, municipal and other local laws, rules, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials. The term "Hazardous Materials" means any substance (i) which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant or contaminant, or which is regulated or may form the basis of liability, under any Environmental Laws and (ii) without limitation, petroleum, crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), radon gas, infectious or radioactive materials, lead, asbestos and asbestos containing materials, PCBs, and/or urea formaldehyde foam insulation. Landlord has no knowledge of any underground storage tanks located on the Land or the Premises.

(h) There is no claim, litigation, proceeding or governmental investigation pending or so far as is known to Landlord, threatened against or relating to Landlord or the Land which is in conflict with this Agreement or which could have a material adverse impact upon the Permitted Use.

(i) The Land and the Premises have legal access to a public road over a private way via a permanent easement. All private ways providing access to the Land are granted and zoned in a manner which will permit access to the Land over such ways by trucks and other commercial and industrial vehicles.

21. **Force Majeure.** In the event that either party shall be delayed, hindered in or prevented from the performance of any act required hereunder, by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations relating to the procurement of materials, riots, insurrection, war, terrorist acts, lightning, flood, earthquake, landslide, hailstorm, fire, hurricane, tornado, or other reason beyond its control (including the act, failure to act or default of the other party), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

22. **Notices.** Any notice or other communication to be given hereunder shall be in writing and mailed to such party at the address set forth below:

If to Tenant: 94 Harvest Lane, Williston, VT 05495

If to Landlord: Harold and Shirley Giard

1786 CROTON POINT ROAD

BRIDPORT, VT. 05734

or to such other person, address or number as the party entitled to such notice or communication shall have specified by notice to the other party given in accordance with the provisions of this Section. Any such notice or other communication shall be deemed given: (i) if mailed, when deposited in the mail, properly addressed and with postage prepaid; or (ii) if sent by facsimile, when transmitted with machine confirmation of successful transmission.

23. **Property Transfer Tax Exemption.** The Parties agree that this Agreement is not subject to Vermont property transfer tax pursuant to 32 V.S.A. § 9603 as it contains no option to purchase on the part of Tenant.

24. **Estoppel Certificates.** Each party agrees that at any time, and from time to time, upon not less than fourteen (14) days' prior notice from the other party, to execute, acknowledge and deliver a statement in writing certifying, if such be the case, that this Lease is unmodified and in full force and effect, or if there are modifications, stating the modifications and that this Lease as modified is still in full force and effect and that there are no defaults, defenses or offsets thereto then accrued, or stating those claimed, and stating the dates to which the rents or other charges have been paid.

25. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflict of laws.

26. **Partial Invalidity.** If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

27. **Jury Trial Waiver.** Landlord and Tenant waive the right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Lease. This waiver is knowingly, intentionally, and voluntarily made by Tenant and Landlord and Tenant and Landlord acknowledge that neither Landlord nor Tenant nor any person acting on behalf of Landlord or Tenant has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. Tenant and Landlord further each acknowledge that it has been represented (or has had the opportunity to be represented) in the signing of this Lease and in the making of this waiver by independent legal counsel, selected of its own free will, and that it has had the opportunity to discuss this waiver with counsel. Tenant and Landlord further acknowledge that it has read and understands the meaning and ramifications of this waiver provision.

28. **Notice of Lease.** The Parties will at any time, and from time to time, at the request of either one, promptly execute multiple originals of an instrument, in recordable form which will constitute a notice of lease, in compliance with the terms of 27 V.S.A. §341(c).

29. **Entire Agreement; Amendment.** This Lease embodies the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth. This Lease may not be amended, waived or discharged except by an instrument in writing executed by the party against whom such amendment, waiver or discharge is to be enforced.

30. **Incorporation by Reference.** All exhibits hereto and the terms contained therein are made a part of this Agreement and the contents thereof are hereby incorporated by reference.

31. **Successors and Assigns.** Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, administrators, successors and assigns.

32. **Brokers.** Landlord and Tenant agree that no brokers have been involved in this transaction, and each agrees to hold and indemnify the other harmless from and against any losses, damages, costs or expenses (including reasonable attorneys' fee) that either party may suffer as a result of claims made or suits brought by any broker in connection with this transaction, the obligated party hereunder to be the party whose conduct gives rise to such claim. The provisions of this Section 32 shall survive any termination of this Lease.

33. **Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

34. **Waiver of Rule of Construction.** The parties waive the benefit of any rule that this Lease is to be construed against one party or the other.

IN WITNESS WHEREOF, the Parties have executed or caused this lease Agreement to be executed as of the 18 day of December, 2012.

IN PRESENCE OF:

LANDLORD

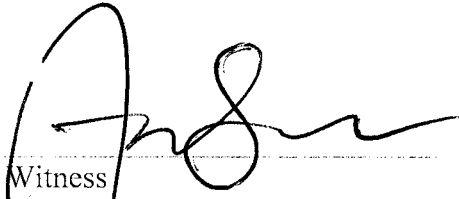
Nataliya Savaisian
Witness

By: Harold Giard
Harold Giard

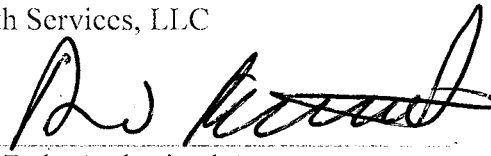
Nataliya Savaisian
Witness

By: Shirley Giard
Shirley Giard

TENANT


Witness

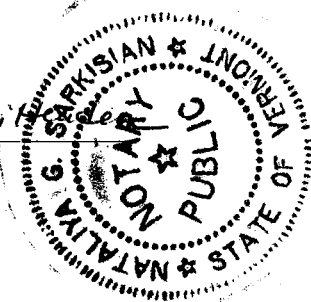
AllEarth Services, LLC

By: 
Duly Authorized Agent

STATE OF VERMONT
Chittenden COUNTY, SS.

On this 18 day of December 2012, personally appeared Harold and Shirley Giard, to me known to be the persons who executed the foregoing instrument, and they acknowledged this instrument, by them signed, to be their free act and deed.

Before me, Nataliya Sarkisian
Notary Public
Notary commission issued in Chittenden
County
My commission expires: 2/10/15



STATE OF VERMONT
Chittenden COUNTY, SS.

On this 19th day of December, 2012, personally appeared David Blitterswijk, Duly Authorized Agent of AllEarth Services, LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of AllEarth Services, LLC.

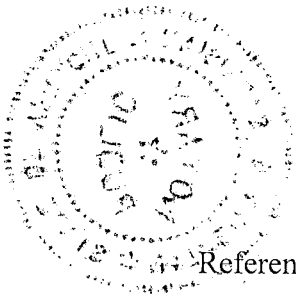
Before me, David K. Yager
Notary Public
Notary commission issued in Chittenden
County
My commission expires: 2/10/15

Exhibit A

Description of Land and Premises

A certain piece or parcel of land, with the improvements thereon and appurtenances thereto, located in the Town of Bridport, County of Addison, State of Vermont, and more particularly described as follows:

A parcel owned by Harold Giard and Shirley Giard west of Route 22 A and south of Short Street.



Reference is hereby made to the above-mentioned instruments, the records thereof and the references therein contained in further aid of this description.

Exhibit A-1

Site Plan
[To Be Attached]

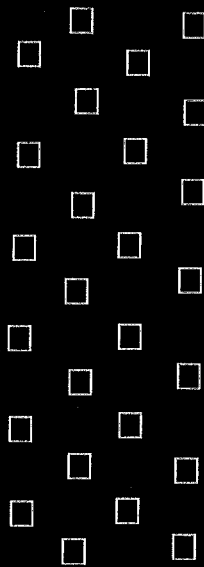
Each AllSun Tracker is 22' wide and has a max. height of 20' when in the vertical position.

Trackers are shown spaced on a 60' by 60' grid in this site plan.

Approximate ground coverage: 1.5 acres

A trench will be dug for electrical wire in conduit that will connect to 4 load centers distributed throughout the installation. Each tracker will connect to one of these load centers.

An H-Frame to house electrical equipment will be installed next to the GMP pole.



© 2012 Google

Google earth

Google earth

feet
meters

200
700



Exhibit B

Description of the Project

The 150kW solar project is composed of 26 AllSun Trackers installed on a 55'-60' grid, each mounted on a pole with a 10-inch diameter and 24 solar photovoltaic panels. Each solar array is 22 feet wide and has a maximum height of 20 feet. Each array follows the sun, rotating from east to west over the course of the day. The total installation will occupy approximately 1.5 acres.

These trackers will all be sited at least 100' away from Route 22A and will connect to the utility's distribution line by trenching diagonally across the field to the electric pole located on the west side of Route 22A.

Exhibit C

Schedule of Permitted Liens

None.