

**LEASE AGREEMENT**  
**(Company to Agency)**

THIS LEASE AGREEMENT, dated as of the 19th day of August, 2019, is entered into by and between Solitude Solar LLC d/b/a U.S. Light Energy, a limited liability company duly organized and validly existing under the laws of the State of New York, with a business address of 830 Loudon Road, Latham, NY 12110 (the "Company") and COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly existing under the laws of the State of New York, with offices at 7642 North State Street, Lowville, New York 13367 (the "Agency").

WITNESSETH:

The Company desires to lease to the Agency its interest in the real property, including any buildings, structures or improvements thereon (including certain property to be acquired and constructed thereon), described in Schedule A attached hereto (the "Leased Premises") pursuant to the terms contained herein (this "Lease Agreement"), during the term of the lease agreement between the Agency and the Company dated the date hereof (the "Leaseback Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Granting Clause. The Company hereby leases to the Agency the Leased Premises, upon the terms and conditions of this Lease Agreement. Any after-acquired property located on the Leased Premises will become subject to this Lease upon installation.
2. Warranty of Interest. The Company warrants that it has a leasehold interest in the Leased Premises.
3. Term and Termination: The term of this Lease Agreement shall be coterminous with the term of the Leaseback Agreement (the "Lease Term") and shall terminate upon any termination of the Leaseback Agreement.
4. Rent. The Agency agrees that it will pay to the Company, for the use of the Leased Premises, rent of One Dollar (\$1.00) per annum. The Company and the Agency agree that the Agency's rent obligation hereunder will be offset by the Company's obligation to pay rent under the Leaseback Agreement.
5. Taxes. The Company agrees to pay all taxes to be assessed on, or charges or expenses incurred with respect to, the Leased Premises during the Lease Term and, to the extent such taxes are abated pursuant to the Payment in Lieu of Tax Agreement (the "PILOT Agreement") dated of even date herewith by and between the Agency and the Company, all payments due pursuant to the PILOT Agreement.
6. Maintenance and Insurance Premises. The Company shall maintain and insure the Leased Premises. The Agency shall not be required to maintain the Leased Premises or

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incur any costs with respect to the Leased Premises. All insurance and condemnation proceeds shall be distributed and governed by the Leaseback Agreement.

7. Assignment. In the event that the Facility (as defined in the PILOT Agreement dated the date hereof) is sold, this Lease Agreement shall be assignable to any transferee of the Facility, subject to the terms of Section 2(b) of the PILOT Agreement and Section 9.4(a) of the Leaseback Agreement.
8. Lease Expiration. The parties agree that at the expiration of the Lease Term the Agency will surrender the Leased Premises to the Company in the then condition of the Premises.
9. Hold Harmless. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, officers, members and employees, and their respective successors or personal representatives, harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Leased Premises or arising by reason of or in connection with the occupation or the use thereof by the Company or the presence on, or in or about the Leased Premises of the Company or as a result of a breach by the Company of its representations or agreements contained herein or in the Leaseback Agreement, or (ii) liability arising from or expense incurred by the Agency's acquisition, financing, construction, renovation, equipping, and leasing of the Leased Premises, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing, indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified part to the extent that such an indemnity would be prohibited by law.
10. Subordination of Lease Agreement to Mortgage(s). The Agency agrees that this Lease Agreement and all interests in the Leased Premises granted to the Agency under this Lease Agreement shall be subordinate to the interests of any financing party providing financing to the Company in connection with the construction and operation of a solar energy generation facility on the Leased Premises with the consent of the Agency, and that all other provisions of Section 4.1 of the Leaseback Agreement shall apply in such event, provided that under no circumstances shall the Agency be required to mortgage, grant a security interest in, or assign its rights to receive the rentals described in Section 5.3 or its rights to be indemnified under Sections 2.2(g), 2.2(l), 8.2, 11.9(c), and 11.12 of the Leaseback Agreement.

11. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency: County of Lewis Industrial Development Agency  
7642 North State Street  
Lowville, NY 13367  
Attn: Executive Director

With a copy to: Campany, McArdle & Randall, PLLC  
7571 S. State Street, PO Box 311  
Lowville, NY 13367  
Attn: Kevin M. McArdle, Esq.

To the Company: U.S. Light Energy  
830 Loudon Rd.  
Latham, NY 12110  
Attn: Mark D. Richardson

With a copy to: Nolan Heller Kauffman LLP  
80 State Street, 11<sup>th</sup> Floor Albany, NY 12207  
Attn: Francis J. Brennan  
Email: fbrennan@nnhkllp.com


or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

IN WITNESS WHEREOF, the Company and the Agency have caused this Lease Agreement to be executed in their respective names, all as of the date first above written.

COUNTY OF LEWIS INDUSTRIAL  
DEVELOPMENT AGENCY

SOLITUDE SOLAR LLC

By: \_\_\_\_\_  
Eric Virkler, Executive Director

By:   
Name: MARC RICHARDSON  
Title: CEO

STATE OF NEW YORK )

COUNTY OF LEWIS )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, personally appeared, \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )

COUNTY OF ALBANY )

On this 19<sup>th</sup> day of AUGUST, 2019, before me, the undersigned, personally appeared, MARK RICHARDSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

DAVID A. KLINE  
Notary Public, State of New York  
License # 01KL6149895  
Qualified in Rensselaer County  
Commission Expires July 17, 2022

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## SCHEDULE A

### SUGGESTED LEGAL DESCRIPTION

#### PROPOSED LEASE PARCEL

UPON THE LANDS OF STEVEN J. AND SUE ANN GALLAGHER

TOWN OF DENMARK TAX MAP PARCEL 83.-01-23

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Denmark, County of Lewis and State of New York, being part of Lot 44 in the subdivisions of said town, and more particularly bounded and described as follows:

Commencing at a capped iron rod at the intersection of the division line between the lands now or formerly of Michael T. and Deborah L. Zuilkowski as described in Instrument #2005-03891 on the northwest and the lands now or formerly of Charles S. Leonard, II as described in Instrument #2004-02092 on the southeast with the lands now or formerly of Steven J. and Sue Ann Gallagher as described in Liber 609 of Deeds at Page 216 on the southwest;

Thence South 37 deg. 55 min. 49 sec. West, through the said lands of Gallagher, 248.61 feet to the POINT OF BEGINNING of the hereinafter described parcel;

Thence through the said lands of Gallagher the following seven (7) courses and distances:

1) South 49 deg. 54 min. 38 sec. West, 953.17 feet to a point; thence

2) North 43 deg. 45 min. 34 sec. West, 517.21 feet to a point; thence

3) South 54 deg. 03 min. 08 sec. West, 251.33 feet to a point; thence

4) North 40 deg. 20 min. 45 sec. West, 589.02 feet to a point; thence

5) North 49 deg. 40 min. 10 sec. East, 1696.82 feet to a point; thence

6) South 43 deg. 03 min. 43 sec. East, 477.55 feet to a point; and

7) South 03 deg. 40 min. 51 sec. East, 812.05 feet to the point or place of beginning.

Containing 37.52 acres of land more or less.

The bearings in the hereinabove described parcel are based on the Central Zone of the New York Plane Coordinate System, NAD 83.