

SECTION 2 TITLE, RIGHT, OR INTEREST

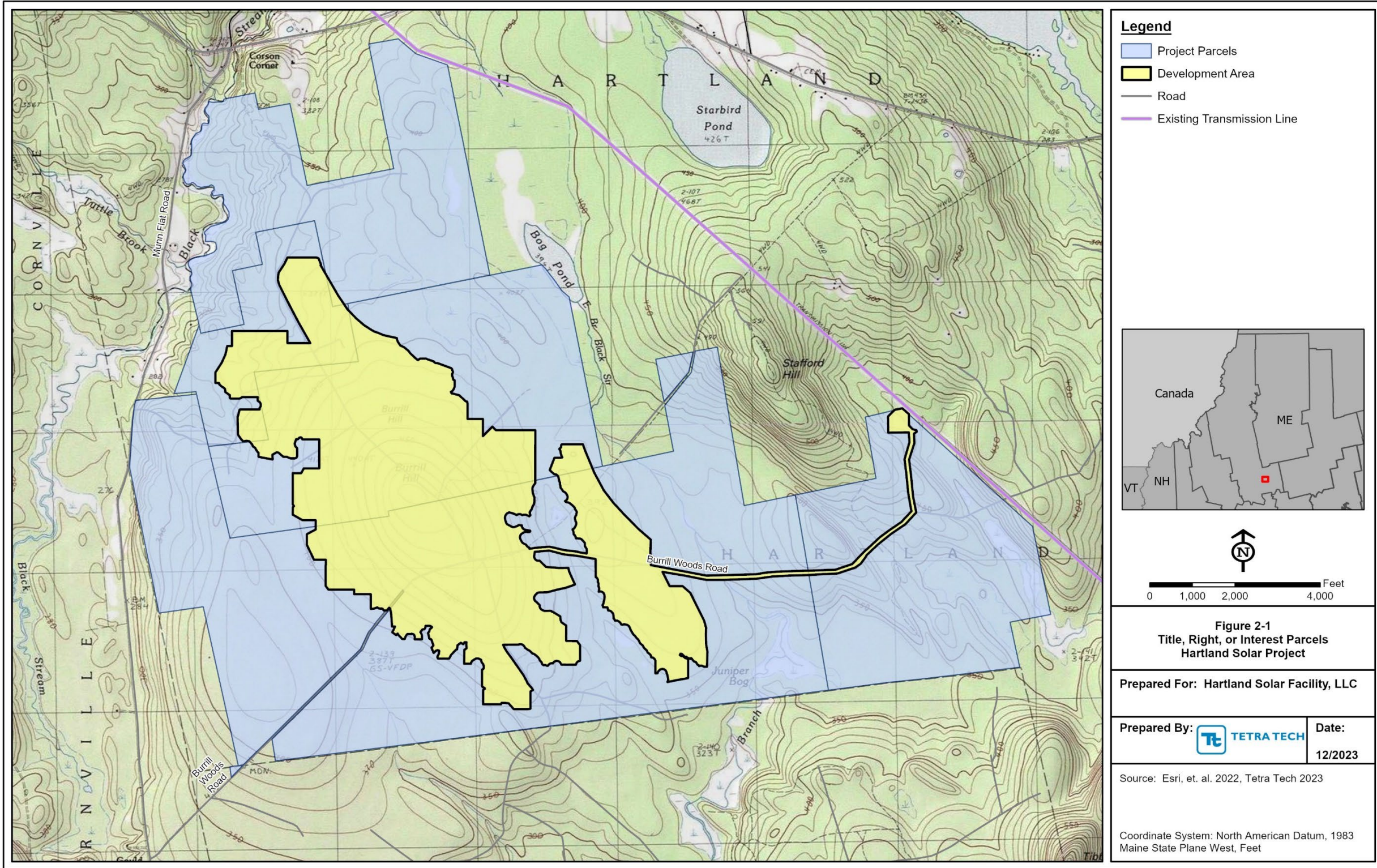
The Applicant has a Solar Ground Lease Agreement with Weyerhaeuser Company for Project lands in the Town of Hartland, Maine. Figure 2-1 depicts all lands associated with the Project. Exhibit 2-1 includes all supporting Title, Right or Interest documents and referenced agreements.

Figures

- Figure 2-1 Title, Right, or Interest

Exhibits

- Exhibit 2-1 Title, Right, or Interest Supporting Documents and Agreements



Not for Construction

Figure 2-1 Title Right or Interest Parcels.

**EXHIBIT 2-1 TITLE, RIGHT, OR INTEREST SUPPORTING DOCUMENTS AND
AGREEMENTS**

SOLAR GROUND LEASE AGREEMENT

This SOLAR GROUND LEASE AGREEMENT (the “**Lease**”) is made and entered into effective as of March 19, 2020, (the “**Effective Date**”) by and between Weyerhaeuser Company, a Washington corporation, whose address is 220 Occidental Ave S., Seattle, Washington 98104 (the “**Lessor**”) and Teichos Energy, LLC, a Delaware limited liability company, whose address is 500 Union Street, Suite 625, Seattle WA 98101 (the “**Lessee**”). Each of Lessee and Lessor is sometimes referred to as a “**Party**” and collectively as the “**Parties**.”

FOR AND IN CONSIDERATION of the rents to be paid during the term as hereinafter set forth and the covenants to be performed, the Parties agree as follows:

1. Lease and Access.

1.1 **Lease.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor land owned by Lessor and situated in Somerset County, in the State of Maine, described and depicted in Exhibit A to this Lease (the “**Leased Premises**”), subject to any and all easements, rights of way, leases and servitudes of whatever kind which may be presently in force affecting the Leased Premises and recorded in the Official Public Records of Somerset County, Maine, as well as the following:

- (a) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Leased Premises;
- (b) all easements, rights-of-way, water rights, licenses, leases, and other such similar encumbrances apparent or of record;
- (c) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;
- (d) all encroachments, overlaps, boundary line disputes, shortages in area, parties in possession, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the Leased Premises; and
- (e) prior reservations or conveyances of mineral rights or mineral leases of every kind and character.

1.2 **Access.** Lessor grants to Lessee the non-exclusive right to use the roads located on the Leased Premises during the Term, Reclamation (defined below), and Decommissioning Period (defined below). Lessee acknowledges and agrees that it shall be solely responsible for its and its Related Persons’ (defined below) safety on the roads and assumes all risk of injury or harm from the use of the roads. Lessee acknowledges that the roads are maintained

solely for use in industrial forestry operations, and Lessor does not warrant or represent the safety, accessibility, or traffic of the roads. Lessor and Lessee may enter into one or more access easements, in a form and with terms and conditions mutually agreeable to both Parties, during the Option Term (defined below) to aid Lessee in accessing the Leased Premises on the terms and conditions in the access easements. Lessee's right to use the access easements shall terminate immediately upon the termination or expiration of this Lease for any reason. Lessee's right to use the roads on the Leased Premises shall terminate upon termination or expiration of this Lease for any reason.

1.3 **Transmission Lines Outside the Leased Premises.** Lessor will grant to Lessee, upon Lessee's request, an easement for the purpose of constructing and maintaining Transmission Facilities from the edge of the Leased Premises in, along, and over a certain portion of other adjacent property owned or controlled by Lessor (the "**Transmission Line Easement**"). The Transmission Line Easement shall be on property and in a form with costs, terms, and conditions mutually agreeable to the Parties, with Lessor retaining sole and reasonable discretion regarding the locations of the Transmission Facilities. "**Transmission Facilities**" may include underground and overhead distribution, collection, and transmission lines from the Leased Premises and/or Energy Storage outside of the Leased Premises to the point of interconnection with the local utility district or other point of intersection with the transmission grid, control, communications, and radio relay stations and telecommunications equipment necessary for operations (but for no other purpose), interconnection and/or switching facilities, circuit breakers, and transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines, and anchors, and related or associated improvements, fixtures, facilities, appliances, machinery, equipment, and reasonably necessary access roads. The costs of the Transmission Line Easement shall be mutually determined by the Parties, due upon mutual execution of the Transmission Line Easement. Lessee's right to use the Transmission Line Easement shall terminate immediately upon the termination or expiration of this Lease for any reason.

2. **Purpose of Lease.**

a. Lessee shall use the Leased Premises solely and exclusively for the purpose of solar energy conversion, including feasibility studies and collection of relevant data, extracting soil samples, installing, operating, and maintaining, repairing, replacing, and removing a solar energy facility designed to convert solar energy into electrical energy and other ancillary services (the "**Facility**") and to deliver electrical energy and ancillary services on a commercial scale (together with the Facility, the "**Project**"). Use of said Facility may include inverters, transformers, cabling, controls, meters and other necessary facilities connected with the foregoing purpose and those uses described herein. The Leased Premises may not be used for the following purposes unless the terms and conditions set forth in this Section 2 have been fulfilled:

- i. installing, operating, maintaining, repairing, replacing, and removing a system designed to store and deliver electric energy or to provide frequency regulation or other ancillary services, said system to include batteries, inverters, transformers, cabling, controls, meters and other necessary facilities to store and deliver electric energy on a utility scale (the "**Energy Storage**"); and/or

- ii. installing, operating, maintaining, repairing, replacing, and removing an electrical substation, including without limitation a building, transformers, and ancillary equipment (and enclosing facility) for the collection and step up or step down of electricity generated by the Project (the "**Substation**").
- b. Lessee shall have the option, to be exercised at any time during the Term of this Lease, to use a portion of the Leased Premises for Energy Storage subject to the Parties first executing an Energy Storage Agreement and/or amendment to this Lease that memorializes the terms and condition specifically addressing Lessee's installation of Energy Storage. Unless and until Lessee has provided written notification to Lessor of its election to add Energy Storage to the Project, Energy Storage is not an allowed purpose or use for the Leased Premises.
- i. Lessee's written notice for electing to add Energy Storage to the Project per Section 2(b) above shall include the following:
 - a. A map showing the proposed location of the Energy Storage including the acreage to be occupied, together with a revised Preliminary or Final Site Plan, as applicable, that includes the Energy Storage location;
 - b. The approximate number of megawatts that will be accommodated by the Energy Storage;
 - c. Lessee's proposed improvements associated with the Energy Storage and Lessee's reclamation plan for removal of such improvements at Lease termination;
 - d. Payment of the first year's Energy Storage Rent, as defined in Section 4(c) below, unless Lessor requires Lessee to purchase the property subject to the Energy Storage pursuant to this Section 2; and
 - e. Agreement to pay the Energy Storage Installation Fee, as defined in Section 4(c) below.
 - ii. The Parties, based on the above information, shall negotiate in good faith to enter into a mutually agreeable Energy Storage Agreement or amendment to this Lease that memorializes the location, costs, terms, and conditions of the planned Energy Storage.
 - iii. If any Energy Storage improvements will be located outside of the Leased Premises, Lessor may grant to Lessee an easement, at a location and in a form with costs, terms, and conditions mutually acceptable to the Parties, for the purpose of constructing and maintaining Energy Storage improvements over a certain portion of the Lessor's property other than the Leased Premises.
 - iv. In the event that Lessee exercises the option to install Energy Storage on the Leased Premises and satisfies the requirements, in Lessor's sole and

reasonable discretion, set forth in clauses (i) through (iii) above, Lessee may install Energy Storage on the Leased Premises; provided, that Lessor shall have the option, in Lessor's sole and absolute discretion, to require that as a prerequisite to installing Energy Storage on the Leased Premises, Lessee must purchase that portion of the Leased Premises on which Energy Storage is to be located. In the event that Lessor requires that such portion of the Leased Premises be purchased by Lessee, the Parties shall negotiate in good faith to enter into a mutually agreeable purchase and sale agreement for such property.

c. **Substation.** Lessee may use a portion of the Leased Premises for a Substation. Prior to any construction or installation of the Substation, Lessee shall first notify Lessor of the proposed location of the Substation and receive Lessor's written approval, with such approval to not be unreasonably withheld. Where Lessee intends to use a portion of the Leased Premises for a Substation, Lessee shall purchase that portion of the Leased Premises to be used for the Substation (the "**Substation Land**"). After purchasing the Substation Land from Lessor, Lessee has the right to transfer Lessee's fee title interest to such property to any utility company that may be purchasing energy generated by the Project, that may own part of the electrical facilities within the Substation, or that may require that it own the Substation Land as part of its overall electric utility system. In determining the purchase price for the portion of the Leased Premises to be used for the Substation Land, the Parties shall negotiate in good faith to enter into a mutually agreeable purchase and sale agreement for such property.

[REDACTED]

3. **Term.** The term of this Lease (the "**Term**") shall consist of the Option Term, Development Term, Operating Term, Reclamation, and Decommissioning Period (all defined below).

3.1 **Option Term.** Commencing on the Effective Date and continuing until the third (3rd) anniversary thereof (the "**Option Term**"), Lessee shall have the right to investigate the feasibility of the Leased Premises for the Project. In consideration of the grant of this right, Lessee shall pay to Lessor non-refundable payments of [REDACTED]

[REDACTED]

At any time prior to the expiration of the Option Term, Lessee shall have the right to elect to terminate this Lease. If, prior to expiration of the Option Term, Lessee notifies Lessor that it wishes to terminate this Lease in whole or in part, or if the Option Term expires, Lessee shall promptly remove all of its equipment from the portion of the Leased Premises for which the Lease has been terminated or expired and restore the Leased Premises as near as reasonably practicable to its original condition on the Effective Date, consistent with the Reclamation requirements described in Section 20 (ordinary wear and tear excepted), including without limitation restoring any modified Drainage and roads to their original condition as existing on the Effective Date. Lessee shall also upon termination disclose to Lessor the results of all investigations under Section 3.1.1 below, including the data and information collected by Lessee. Following any full or partial termination of the

Lease, (i) Lessee shall provide Lessor with any access rights reasonably required by Lessor to ensure that the released portions of the Leased Premises do not become landlocked and/or orphaned; provided, that Lessor and Lessee shall cooperate in good faith on the selection of the location of such access rights, and (ii) Lessee and Lessor shall amend the exhibits to the Lease and to the Memorandum of Lease (defined below) as set forth in Section 3.6. The portion of the Leased Premises remaining subject to this Lease after any partial termination of this Lease shall thereafter be the "Leased Premises" for purposes of this Lease and all payment amounts based on acreage shall be adjusted accordingly going forward. In the event of any partial or full termination of this Lease during the Option Term, Lessee shall, upon Lessor's request, assign to Lessor any and all permits specific to the Leased Premises (in the case of a full termination) or any and all permits that are specific and exclusive to the portion of the Leased Premises that was released pursuant to a partial termination (in the case of a partial termination). Lessor shall not refund any payments made by Lessee prior to Lessee's full or partial termination of this Lease.

3.1.1 Lessor hereby grants Lessee a permit during the Option Term for Lessee and Lessee's Related Persons (defined below) to have access to the Leased Premises for the purposes of inspection, survey, design of improvements, temporary installation and operation of solar data monitoring equipment (excluding meteorological towers), reasonable tests, and other actions reasonably related to the investigation by Lessee of the suitability of the Leased Premises for Lessee's Project, including but not limited to conducting weather monitoring activities and soil, environmental, archeological, geotechnical, and geologic studies on the Leased Premises. Lessee shall provide Lessor with copies of the results of all such investigations, including the data and information collected. Without limiting the indemnity provisions otherwise contained herein, Lessee agrees to indemnify and hold harmless Lessor and Lessor's Related Persons (defined below) from all liability, losses, claims, damages, costs and expenses (collectively, "**Option Term Claims**") caused by or resulting from the exercise of Lessee's or Lessee's Related Persons' access to the Leased Premises. The foregoing indemnity provision shall survive the termination or expiration of this Lease.

3.1.2 Within ninety (90) days of the Effective Date, Lessee shall provide Lessor with a Preliminary Site Plan for the Leased Premises, which shall depict in preliminary form the following: (a) boundaries of the Leased Premises; (b) planned locations for all Project-related improvements, Energy Storage (if applicable), Substations, Transmission Facilities, the Facility, inverters, panels, substations, and any ancillary structures or fixtures (collectively, the "**Improvements**"), as well as roads, buffers and Drainage (defined below), within the Leased Premises; (c) the boundaries of all easements outside of the Leased Premises related to the Project; and (d) which of Lessor's existing roads on the Leased Premises will be utilized by Lessee during the Term ((a) through (d), collectively, the "**Site Plan Contents**"). Lessor shall review the proposed Preliminary Site Plan and either concur in or request reasonable revisions to the same within thirty (30) days of its receipt of the Site Plan Contents. The Parties shall promptly confer regarding any requested revisions and attempt to resolve their differences within an additional thirty (30) days.

3.1.3 The Parties acknowledge and agree that during the Option Term Lessor shall have the right to continue all of its normal business operations on the Leased Premises, including without limitation permitting recreational activities, logging, hauling, Mineral Estate (defined below) activities, and forest management activities, so long as the business operations do not unreasonably interfere with the rights granted to Lessee herein.

3.2 **Development Term.** The "**Development Term**" shall commence on the earlier of (a) the expiration of the Option Term, or (b) five (5) days after Lessee has delivered written notice to Lessor of Lessee's election to commence the Development Term. The Development Term shall continue until the earlier to occur of (x) the first date on which electricity is generated on the Leased Premises and delivered for sale to a customer, such as a utility or power purchaser, but excluding any initial period following the first generation of electricity on the Leased Premises during which Lessee is conducting testing of the Project (the "**Operations Date**"), or (y) the third (3rd) year anniversary of the commencement of the Development Term. Lessee will promptly advise Lessor when Lessee believes the Operations Date has occurred, together with reasonable evidence thereof.

3.2.1 Not less than six (6) months prior to commencement of construction of the Project on the Leased Premises, Lessee shall provide a proposed "**Final Site Plan**" which includes the Site Plan Contents in final form, final specifications for all planned timber harvesting and clearing requirements and timelines for the Leased Premises, as provided for in Section 4(d) below, and a preliminary construction schedule. Lessor shall review the proposed Final Site Plan and either concur or request reasonable revisions to the same within thirty (30) days of its receipt. The Parties shall work together in good faith in order to come to agreement on the Final Site Plan and resolve each other's reasonable objections before the commencement of construction. The Parties mutually agreeing on a Final Site Plan is a necessary prerequisite for commencement of construction.

3.2.2 Lessee shall maintain an industry-standard construction bond in a form and with terms and conditions suitable to Lessor at all times from commencement of construction of the Project until the commencement of the Operating Term. Lessor shall be specified as a beneficiary of the construction bond.

3.2.3 During the Development Term, Lessee shall have the option to elect to terminate this Lease for all or part of the Leased Premises. [REDACTED]

If Lessee terminates this Lease for only part of the Leased Premises, (a) Lessee shall provide Lessor with any access easements reasonably required by Lessor to ensure that the released portions of the Leased Premises do not become landlocked and/or orphaned; provided, further, that Lessor and Lessee shall cooperate in good faith on the selection of the location of such access easements; and (b) Lessee and Lessor shall amend the exhibits to the Lease and to the Memorandum of Lease (defined below) as set forth in Section 3.6. The portion of the Leased Premises remaining subject to this Lease after any partial termination of this Lease shall thereafter

be the "Leased Premises" for purposes of this Lease. In addition, Lessee shall, at its sole expense, promptly remove all of Lessee's equipment and other personal property from the Leased Premises and restore the Leased Premises to substantially the same condition as existing on the Effective Date, consistent with the Reclamation requirements described in Section 20 (ordinary wear and tear excepted), including without limitation restoring any modified Drainage and roads to their original condition as existing on the Effective Date. In the event of any partial or full termination of this Lease during the Development Term, Lessee shall, upon Lessor's request, assign to Lessor any and all permits specific to the Leased Premises (in the event of a full termination) or any and all permits that are specific and exclusive to the portion of the Leased Premises that was released pursuant to such partial termination (in the event of a partial termination). Following a partial or full termination of this Lease during the Development Term, Lessor shall not refund any payments already made by Lessee.

3.3 Operating Term.



3.4 Progress Meetings. The Parties recognize that the location, design, and construction of all Improvements, roads, Drainage, and buffers will require careful and close coordination and communication between the Parties to ensure that each will achieve and maintain safe and efficient operations in the Leased Premises. From the Effective Date until the commencement of the Operating Term, Lessor and Lessee will hold quarterly meetings (more or less often, and telephonic or in person, each as mutually determined by the Parties) to discuss progress, including but not limited to updates to the Preliminary Site Plan and/or Final Site Plan, permitting process, buffers, construction planning and scheduling, road construction and siting, Drainage impacts, timber harvest plans, and any other matters reasonably believed to materially affect either Party's activities. Throughout the Development Term, each Party shall make a single point of contact available to the other for communications relating to the planning, design, permitting, and construction aspects of this Lease (except for legal notices, which are governed by Section 28). Throughout the Term, Lessee will timely respond to reasonable requests from Lessor for information about the status of Lessee's activities under the Lease.

3.5 **As-Built Survey of Leased Premises.** Within one hundred twenty (120) days following commencement of the Operating Term, Lessee shall provide Lessor with a final boundary and as-built survey, reasonably in line with the Final Site Plan, that shows and legally describes the boundaries of the completed Project and includes all of the Site Plan Contents (“**As-Built Survey**”). The As-Built Survey shall be completed by a State of Maine licensed Professional Land Surveyor, at Lessee’s expense. Lessor will then have twenty (20) days to review and approve the As-Built Survey or provide comments for Lessee’s consideration. Lessor and Lessee shall work together in good faith to resolve any reasonable objections raised by the Lessor. Upon such approval, Lessee shall provide a map geographically showing all of the Site Plan Components.

3.6 **Reduction of Leased Premises; Releasing Property.** Within thirty (30) days following Lessor’s approval of the As-Built Survey, Lessor and Lessee shall execute an amendment to this Lease and an amended and restated Memorandum of Lease in recordable form (collectively, the “**Amendment**”), revising the Leased Premises to release to Lessor the Lessee’s interest in all portions of the Leased Premises not identified in the approved As-Built Survey (“**Released Property**”). The Released Property shall return to Lessor free and clear of any interests, liens, and/or encumbrances. The Amendment shall include the legal description for the Leased Premises as provided on the approved As-Built Survey. Once executed by Lessor, the amended and restated Memorandum of Lease will be promptly recorded in the records of Somerset County, Maine, by Lessee at Lessee’s expense. Upon execution of the Amendment, the Parties agree that Exhibit A of this Lease will be deemed amended as of the date of execution to include only those portions of the Leased Premises identified on the approved As-Built Survey. Similarly, the term Leased Premises as used in this Agreement thereafter shall exclude the Released Property.

3.7 **Post-Termination Easements.** Any full termination of this Lease shall also automatically terminate any and all easements, with the exception of any easements issued by Lessor to Lessee that the Lessee may require to fully satisfy its obligations pursuant to Section 20, unless otherwise agreed to by the Parties in writing.

3.8 **No Lessor Liability for Review.** Lessor shall not be liable to Lessee, Lessee’s Related Persons, and/or any other person on account of (a) any review, objection, recommendation, approval, failure to recommend or object, or any other act or failure of Lessee to act with respect to any Preliminary or Final Site Plans reviewed by Lessor, (b) the requirements in this Lease that the Improvements or Lessee’s activities meet a certain standard, or (c) any field-based or other review or approval by Lessor of or pertaining to any Improvements. In all cases Lessor shall have no liability for any property damage, personal injury, including death, or in relation to the performance of any or attribute of any Improvements and/or the Project.

4. Rents.

a. **Development Term Rent.**

[REDACTED]

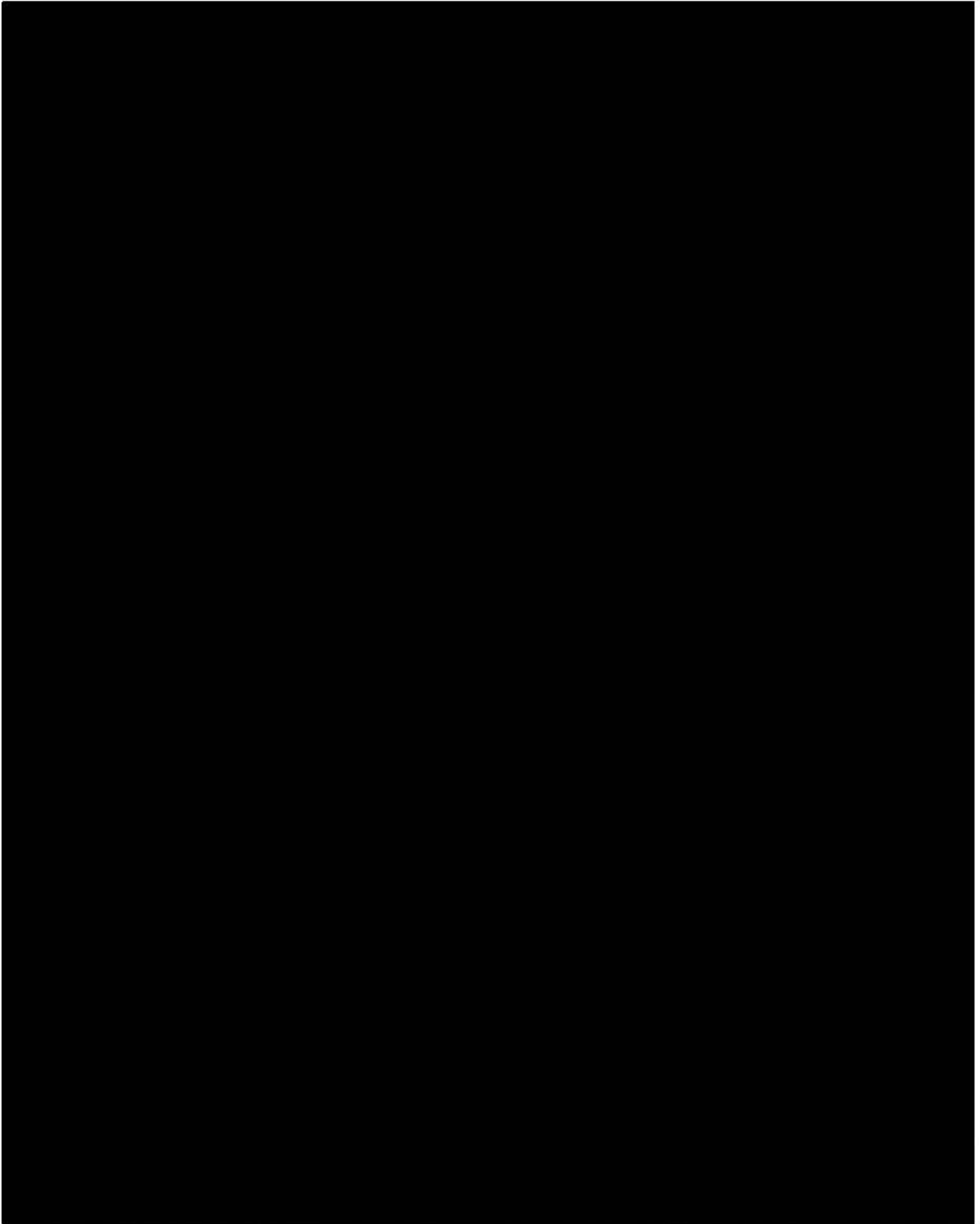
b. Operating Rent.

[REDACTED]

c. Leased Premises Energy Storage Rent and Energy Storage Installation Fee.

[REDACTED]

d. **Timber Removal.**





e. At no time and under no circumstances may Lessee interfere with, fill in, alter, or improve the artificial or natural drainage ditches and other drainage mechanisms, such as culverts, (“**Drainage**”) on the Leased Premises without the prior written consent of Lessor. Should Lessee reasonably require modification to the Drainage on the Leased Premises, Lessee must obtain the prior written consent of Lessor, after which Lessee must receive approval from the appropriate governmental agencies, including without limitation of the Army Corps of Engineers and Maine Department of Environmental Protection, before commencing any work on the Drainage or in any way modifying the Drainage. Lessee shall not seek approvals from the government agencies for Drainage modification plans without first receiving the written approval of Lessor for such plans. Lessee shall have sole responsibility for maintaining the Drainage, so long as Lessee maintains the Drainage to Lessor specifications and protocols and hires only Lessor-approved contractors. Lessee’s plans for the Drainage shall be included in the Preliminary and Final Site Plans.

f. **Payment/Late Payment Penalty.**

[REDACTED]

[REDACTED]

[REDACTED]

g. **Revenue.** In consideration of the rights granted hereunder, all rents Lessee will pay Lessor shall constitute rents from real property for purposes of Internal Revenue Code sections 856(c)(2)(C) and 856(c)(3)(A).

5. **Use of the Leased Premises.**

a. In compliance with the terms and conditions of this Lease, Lessee may construct, lay down, install, replace, relocate, reconstruct, operate, maintain, repair and remove from time to time on the Leased Premises: (i) solar energy panels, modules and equipment, including necessary support structures and foundations of all types; (ii) overhead and underground electrical distribution, collection, transmission and communications lines or cables, electric combiners, inverters, transformers, and telecommunications equipment; (iii) fences, roads and pads; and (iv) Improvements, roads, buffers, Drainage, and other equipment that Lessee reasonably determines are necessary. All such uses by Lessee of the Leased Premises must comply with the applicable county, state and federal laws and regulations, and any timber removal and forest management activities caused or performed by Lessee shall also comply with all applicable Best Management Practices for the State of Maine, all forestry standards promulgated by the Sustainable Forestry Initiative, and all other rules and regulations of the Maine Forest Service, Maine Department of Agriculture, Conservation, and Forestry, and Maine Department of Environmental Protection.

b. Lessee shall be solely responsible for securing the Improvements and installing fencing. Unless otherwise explicitly stated herein, Lessee shall be solely responsible for the operation, maintenance, repair, and protection of all Improvements on the Leased Premises, at Lessee's sole cost and expense. Lessor shall not be responsible for providing any support for the construction, maintenance, removal, or decommissioning of the Project and any Improvements, including without limitation providing any utilities, water, power, sewer, telephone, or other support services.

c. Throughout the Term of the Lease, Lessee shall not abandon, decommission, or otherwise render unusable any existing roads of Lessor on the Leased Premises, without the prior written consent of Lessor, which consent shall be in Lessor's sole and absolute discretion. In the event that Lessor consents to the abandonment, decommissioning, or other impingement on usability of an existing road on the Leased Premises, Lessor has the right to (i) reasonably require Lessee to construct at Lessee's sole expense an alternative road to Lessor's reasonable specifications; and (ii) reasonably require Lessee to restore the abandoned, decommissioned, or rendered unusable road at Lessee's sole expense during the Reclamation and Decommissioning Period. Lessee shall pay all costs of any damage to the roads on the Leased Premises but only to the extent caused by Lessee's usage of the same, which repairs for such damage shall be made to the roads on the Leased Premises to restore them to at least as good a condition as initially found during said usage. Should Lessee reasonably determine that new roads need to be constructed within the Leased Premises, any such construction shall be subject to obtaining Lessor's written consent prior to the commencement of any construction, which consent shall be in Lessor's sole and reasonable discretion. If approved by Lessor, any new roads shall be constructed in compliance with Lessor's design specifications for new roads customary for its forest management practices.

d. Lessee shall, at its sole expense, maintain all of the Leased Premises during the Term of this Lease in a manner that will not create a public or private nuisance under applicable law. All Improvements constructed by Lessee during the Term hereof, including all additions, alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery and equipment installed therein, shall be the property of Lessee. Lessee shall have the right to place signs or other identifying information on, in or around the Leased Premises.

e. Lessee agrees that it will not commit waste nor permit waste to be done to the Leased Premises. At the termination or expiration of this Lease, Lessee shall promptly and peaceably deliver to Lessor the Leased Premises in its original or better condition, ordinary wear and tear excepted, and in compliance with the requirements contained in Section 20 herein.

f. Without limiting the rights granted to Lessee in other provisions of this Lease, the rights granted to Lessee in this Lease include without limitation the following:

(i) the right over and across the Leased Premises for any visual, view, light, shadow, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Project, including but not limited to rights to reasonably reflect glare onto Lessor's adjoining land;

(ii) the exclusive right to capture, use and convert the solar resources over and across the Leased Premises;

(iii) the non-exclusive right to, subject to the other provisions in this Lease, trim, cut down and remove trees, brush, and vegetation on the Leased Premises which might obstruct receipt of or access to sunlight to the solar collection panels on the

Leased Premises; provided, that Lessee acknowledges and agrees that Lessee alone has the responsibility to ensure appropriate and sufficient buffers on the Leased Premises; and

(iv) the right of subjacent and lateral support on the Leased Premises for the operation and maintenance of the Project, including, without limitation, guy wires and supports.

6. No Warranties. Lessor has not made, does not make, and has not authorized anyone else to make any representations or warranties as to: (a) the existence or non-existence of access to or from the Leased Premises or any portion thereof; (b) the soil conditions to be found at the Leased Premises; (c) the suitability of Lessor's title to the Leased Premises; or (d) the merchantability of the Leased Premises or its suitability for Lessee's intended use. Lessee expressly acknowledges and accepts that: (x) except as expressly set forth in this Lease, Lessor has not made any representations or warranties whatsoever concerning the Leased Premises or any matters pertaining to the Leased Premises and access to the same; and (y) in entering into this Lease, Lessee is not relying on any such representations or warranties. Lessee has fully examined and inspected, or has had the opportunity to fully examine and inspect, the Leased Premises and access to the same and become thoroughly familiar with the title, condition, status, accessibility, and suitability of the Leased Premises. Lessee is leasing the Leased Premises on an "AS IS, WHERE IS" basis.

7. Access by Lessor. Throughout the Term of this Lease, Lessor and all of Lessor's Related Persons, as defined below, shall have the right to use any roads on the Leased Premises, including without limitation roads roads constructed by Lessee, to cross and re-cross the Leased Premises in the management of Lessor's property, so long as such use does not materially interfere with Lessee's use of the Leased Premises. Lessee understands that "management" in this sense involves the management of forest growth and logging operations, necessitating the building and repair of roads, the felling of trees, and the movement and use of heavy and cumbersome equipment and trucks loaded with forest products. Lessor shall exercise the rights contained in this paragraph with reasonable regard to the operations of Lessee. Lessor shall maintain the roads proportional to Lessor's use and shall repair any damages caused by its use.

8. Authority.

8.1 Lessor. Each person signing this Lease on behalf of Lessor is authorized to do so. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

8.2 Lessee. Each person signing this Lease on behalf of Lessee is authorized to do so. When signed by Lessee, this Lease constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

9. Limitation of Rights Granted. The rights and privileges granted by this Lease are limited to the rights and privileges Lessor possesses and has lawful right to lease, and this Lease shall not be construed as leasing or attempting to lease to Lessee any rights and privileges other or more than those that are vested in Lessor.

10. Exceptions to and Exclusions from Leased Premises. Lessor excepts and excludes from the Leased Premises all timber, coal, oil, gas, water, wind resources rights, minerals, sand, gravel and aggregates located in, on, over, or under the Leased Premises for all purposes. The rights and privileges excepted and reserved to Lessor on the Leased Premises shall be exercised with due regard for the operations of Lessee under this Lease, and in a manner as to not unreasonably interfere with Lessee's operations within the Leased Premises. Prior to undertaking any actions that could reasonably be expected to interfere with Lessee's operations on the Leased Premises, Lessor shall consult with Lessee to try to minimize the impact of any such expected interference.

Notwithstanding anything herein to the contrary, nothing in this Lease shall be deemed to be a covenant or agreement restricting Lessor's activities outside the Leased Premises.

Notwithstanding anything else in this Lease, after the commencement of the Development Term, Lessor shall not utilize the surface of the Leased Premises to explore for, develop, or produce oil, gas, coal, sand, gravel, aggregates or other minerals from the Mineral Estate underlying the Leased Premises nor enter into any agreement permitting a third-party to utilize the surface of the Leased Premises to explore for, develop, or produce, oil, gas, coal, sand, gravel, aggregates, or other minerals from the Mineral Estate underlying the Leased Premises during the Term of this Lease unless approved by Lessee, which approval shall not be unreasonably withheld, conditioned, or delayed. Nothing in this Lease shall be construed as granting Lessee any right, title, or interest in the timber (except as otherwise provided herein), wind resources, water, or the Mineral Estate. "**Mineral Estate**" shall be defined as all of the oil, gas, coal, sand, gravel, aggregates and minerals in, on, under or that may be produced from the Leased Premises howsoever drilled, mined or produced.

Except as may be in writing and of record in official public records of Somerset County, Maine, to Lessor's current knowledge, without the duty of additional investigation, there are no currently existing agreements or understandings with third-parties that would allow any party other than Lessee to exploit the solar rights or develop a solar energy project on the Leased Premises.

11. Third-Party Rights. This Lease is made subject to the recorded and unrecorded encumbrances specified in Section 1.1. Lessee covenants with Lessor that in Lessee's operations under this Lease it will not violate any of the terms, provisions and conditions of any deed or other instrument of title or record under which Lessor owns the Leased Premises and is existing as of the Effective Date and will not violate the rights of any third persons not parties to this Lease which are of record and/or made known to Lessee. Lessor shall disclose to Lessee within six (6) months of the Effective Date of this Lease any recorded and unrecorded encumbrances on the Leased Premises. Lessee may obtain a current preliminary title report for the Leased Premises at Lessee's expense showing all liens and other exceptions to title to the Leased Premises. Lessor

acknowledges and agrees that it will execute and deliver for Lessee any title assurance documents reasonably required by the title insurance company and/or a Mortgagee within twenty (20) business days after Lessor's receipt of such documents from Lessee; provided, that in no event shall such documents impose any additional obligations, costs, or burdens on Lessor or impinge on Lessor's rights in relation to the Leased Premises.

12. **Default.**

12.1. **Types of Default.** Lessee shall be in "**Default**" if it shall at any time fail to meet its monetary or non-monetary obligations under this Lease. Lessee shall be in Default under this Lease if:

- a. Lessee fails to meet its monetary obligations under this Lease and the failure is not cured within thirty (30) days of receiving written notice from Lessor of such failure (a "**Monetary Default**"); or
- b. Lessee fails to meet its non-monetary obligations under this Lease and the failure is not cured within sixty (60) days of receiving written notice from Lessor of such failure or, if cure is not possible within sixty (60) days, Lessee has not immediately commenced and thereafter diligently pursued remedying the breach in that time (a "**Non-Monetary Default**"); or
- c. Lessee files for bankruptcy protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it and such involuntary petition or request is not dismissed within sixty (60) days after filing.

12.2. **Notice to Mortgagees.** Upon giving written notice to Lessee of any failure of a monetary or non-monetary obligation, Lessor shall contemporaneously give notice of the same to Mortgagees (defined below) for whom Lessor has received written notice of the Mortgagees' names and addresses from Lessee.

12.3. **Waiver.** A waiver by Lessor of any event of Default under this Lease shall not prevent the right of Lessor to forfeit this Lease for any other cause, or for the same cause occurring at any other time. The receipt by Lessor from Lessee of payments after the occurrence of any event of Default, or the continued recognition by Lessor of Lessee as its tenant after the occurrence of any event of Default, shall not be deemed a waiver of Lessor's right of forfeiture, so long as the cause of forfeiture continues to exist. Receipt and acceptance by Lessor of any amounts tendered by Lessee shall not constitute an agreement by Lessor that the amounts are the proper amounts due or a waiver of Lessor's claims for greater amounts. All payments by Lessee to Lessor shall apply on the items longest past due, and the receipt of any such payment shall not be a waiver either of the right of distress or the right of forfeiture or any other remedy available to Lessor with respect to items which remain undischarged after crediting the payments.

12.4. **Remedies.** Should Lessee be in Default, then Lessor shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, including without limitation the termination of this Lease, all of which remedies shall be cumulative. In the event Lessor chooses to exercise its right to specific performance, it may do so without the necessity of posting a bond. In the event Lessor terminates this Lease and repossesses the Leased Premises, Lessee shall be entitled to remove the Facility and any property placed upon the Leased Premises in accordance with the provisions of Section 20 herein at the sole risk and expense of Lessee within the Decommissioning Period (defined below). Lessor reserves the right to bring action or proceedings for the recovery of any deficits remaining unpaid that have accrued through the date of such termination.

13. **Inspections.** Lessor shall have the right, upon forty-eight (48) hours' notice to Lessee, telephonic or electronic, to go upon the Leased Premises during business hours for the purpose of inspecting same. In the event of an emergency situation or one requiring immediate response to protect the safety of the public, Lessor, Lessee, and/or neighboring properties, Lessor may enter the Leased Premises without providing Lessee advance notice.

14. **Taxes.** Lessee shall pay any real or personal property taxes, assessments and other governmental charges (collectively, "**Charges**") levied or assessed by any governmental authority against the Lessee or Lessor on account of the Project and/or Improvements installed on the Leased Premises. Lessor shall pay all usual and ordinary real property taxes levied or assessed upon the Leased Premises. Lessor may, at its option, pay any Charges regarding the Leased Premises that are the responsibility of Lessee hereunder that are past due. Lessee shall be responsible for and pay any fines, penalties, or Charges levied against Lessor regarding any dispute or process. Should Lessor pay any Charges that are the responsibility of Lessee hereunder, Lessee shall repay to Lessor the amount thereof within thirty (30) days of receipt of written demand, which written demand shall include sufficient proof of the amount due and the responsible party. Lessee shall pay any increase in real property taxes for the Leased Premises attributable to the value of the Project and/or Improvements on the Leased Premises owned by, or under the control of, Lessee, which may include the Facility, the Energy Storage facility (if applicable), the Transmission Facilities and any other equipment or personal property owned or controlled by Lessee and located on the Leased Premises; provided, that any such increase in the real property taxes attributable to Lessee are assessed for the period from and after the Effective Date until the end of the Term. Lessee shall be responsible for and pay any fines, penalties, or Charges levied against Lessor regarding the removal of timber or other property from the Leased Premises due to Lessor's enrollment in Maine's Tree Growth Tax Program and/or other timber or conservation tax designations or classifications. Lessee shall be solely responsible for and pay any fines, penalties, increased taxes, or Charges levied against Lessor for changes in the tax classification of the Leased Premises (for example, from forestry to other uses).


15. **Compliance with Laws.** Lessee shall comply strictly with all applicable federal, state, and local laws, rules, and regulations now in effect or hereafter to be enacted and effective during the Term of this Lease.

16. Hazardous Materials. Without limiting the indemnity provisions herein, Lessee hereby agrees to defend, protect, hold harmless, and indemnify Lessor and Lessor's Related Persons (defined below) from all costs, losses, liabilities, obligations and claims, of any nature whatsoever, known and unknown, that may arise in the future based in whole or in part upon (a) Lessee's and/or Lessee's Related Persons' failure to comply with any applicable environmental laws, rules, or regulations; or (b) the presence, release or disposal of any hazardous substance, solid waste, or other environmental contamination caused in whole or in part by Lessee and/or Lessee's Related Persons, on, within, or from the Leased Premises. As used in this Section, the term "applicable environmental laws, rules, or regulations" shall mean all state, federal, or local laws, statutes, ordinances, rules, regulations, or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"), as each may be amended from time to time. As used herein, the terms "hazardous substance" and "release" have the meanings specified in CERCLA, and terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA. Moreover, to the extent that Maine law establishes a meaning for "hazardous substance," "release," "solid waste," or "disposal" that is broader than that specified in either CERCLA or RCRA, the broader meaning shall apply. Without limiting the generality of the foregoing, Lessee acknowledges and agrees that it shall not under any circumstances use any product that contains glyphosate on the Leased Premises. The provisions of this Section shall survive the expiration or termination of this Lease for any reason.

17. Fire Control. Lessee shall comply with all laws, rules, and regulations pertaining to fire protection and suppression and take every precaution to prevent fires from igniting on the Leased Premises or spreading onto other lands. In case of fire, Lessee shall immediately notify Lessor and the appropriate government agencies and shall make every effort to suppress or contain the fire. Lessee shall reimburse Lessor for all damages (including loss or damage to timber and fire suppression costs) resulting from fires caused by Lessee and/or Lessee's Related Persons, regardless of whether caused by Lessee's and/or Lessee's Related Persons' negligence or willful misconduct. Lessee shall pay and indemnify Lessor for any expense to which Lessor may be put or which Lessor may incur, or be liable for, to the State of Maine, County of Somerset, any forest protective association, and/or to any others with jurisdiction, for and on account of fighting and suppressing any fire originating on the Leased Premises or spreading therefrom to adjoining lands or originating thereon. It is the intent of this Lease that Lessee shall assume all responsibility and liability belonging to Lessor in connection with payment of expense or damage, or both, of every kind and nature on account of any and all fires caused by Lessee, Lessee's Related Persons, and/or their respective use of the Leased Premises.

18. Indemnification.





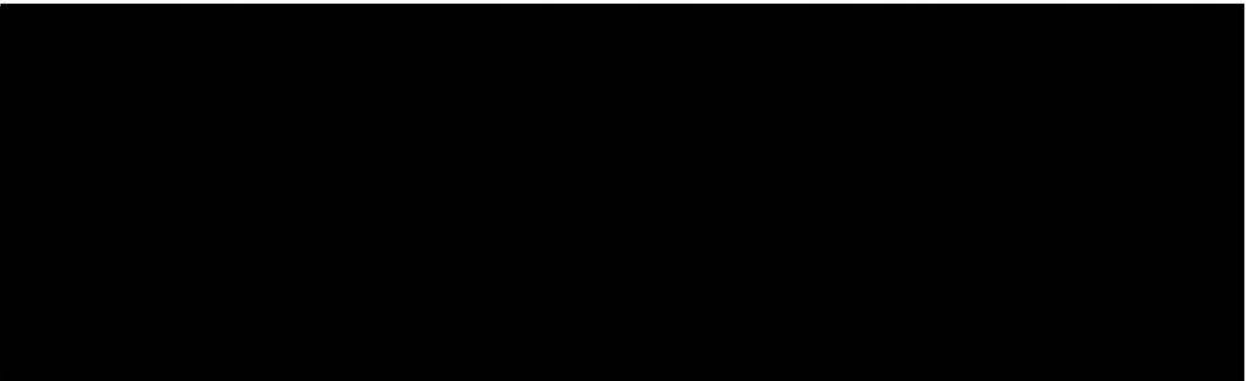
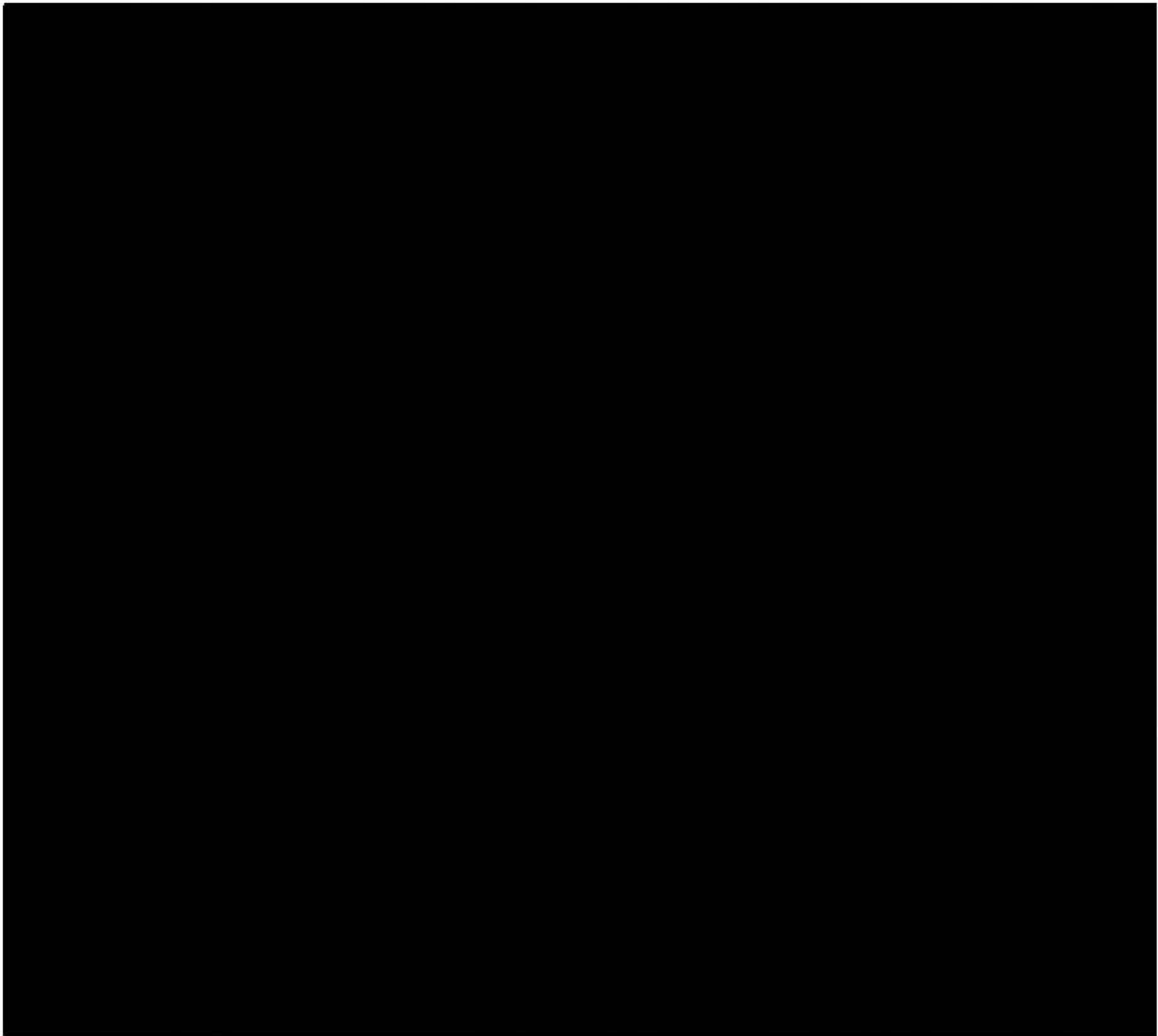
b. As to any claim made by a Party hereunder, the other Party expressly waives any limitation of liability or immunity from suit with respect to injuries to employees of such Party, which may be extended to such Party under any applicable Workers' Compensation statute.

c. Each Party agrees at such Party's sole cost and expense to defend against any and all actions, suits or other proceedings that may be brought or instituted against the other Party on any claim or demand qualifying for indemnity under subsection (a) above and shall pay or satisfy any judgment or decree which may be rendered against such other Party in any such action, suit or legal proceeding or which may result therefrom. Each Party reserves at its option to have full control of any defense of such suits against it and reserves at all times the right of choosing the attorney or attorneys to perform the professional services involved in defending such Party. The selection of such attorneys shall be subject to the other Party's consent, not to be unreasonably withheld, conditioned or delayed.

d. To the extent that any of the obligations imposed by this Section shall not be enforceable under applicable law it is the intent of the Parties that the provisions of this Section shall be construed to impose only such obligations on Lessee and Lessor as shall be enforceable under applicable law. The indemnity provisions contained in this Lease shall survive the expiration or termination of this Lease for any reason.

19. Insurance.

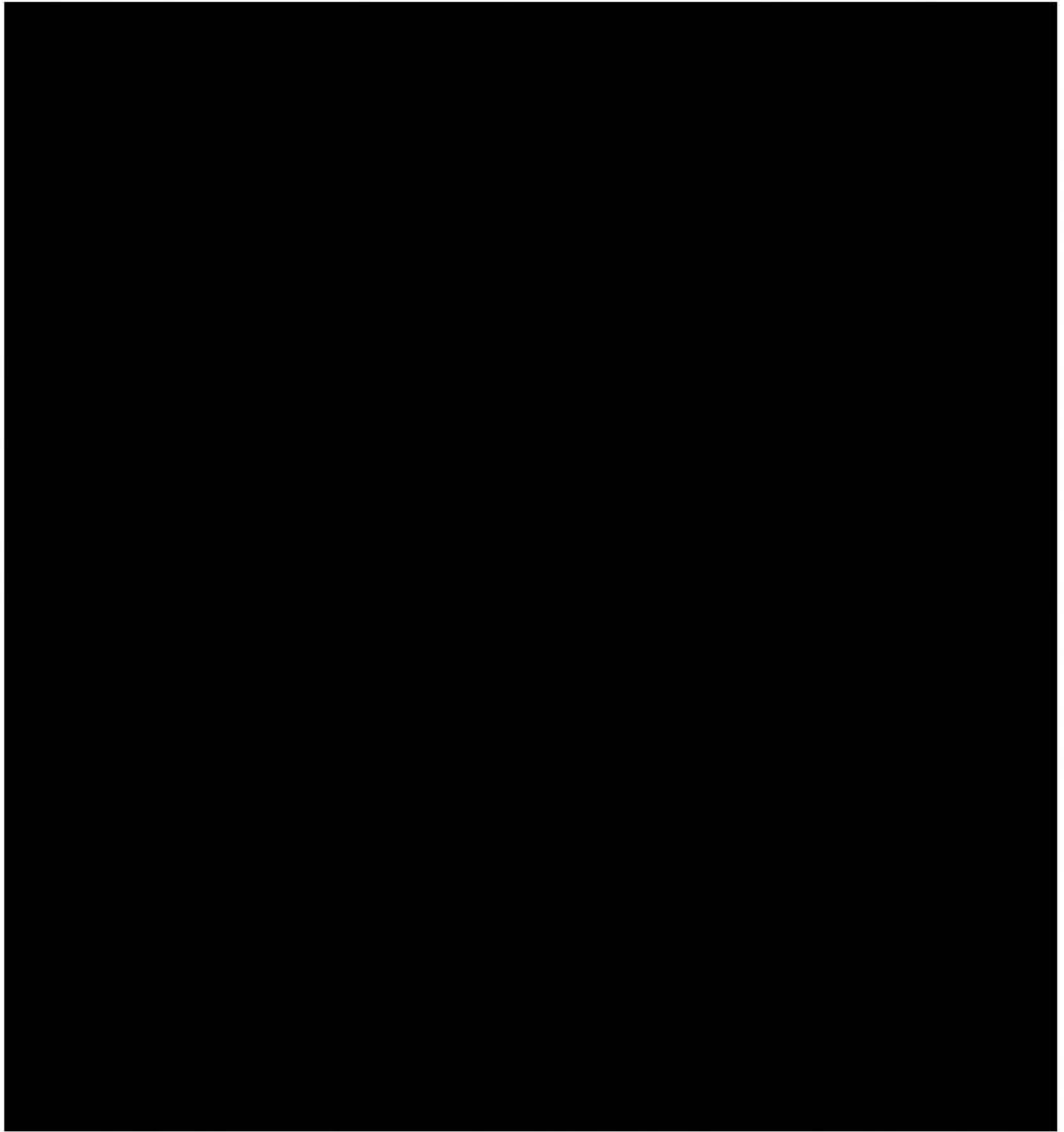




b. Policy Requirements. All liability insurance policies shall be written on an “occurrence” policy form and by insurance companies acceptable to Lessor with a Best’s Key Rating Guide of A or better, with a financial rating of at least VIII. If Lessee fails at any time to maintain the insurance coverage as required above, Lessee shall cease operations immediately and

shall not resume operations pursuant to this Lease until after the failure has been corrected. Except for Workers' Compensation Insurance, Lessor and its subsidiaries and/or affiliates shall be named as an Additional Insured on all such required policies. The additional insured endorsement must be ISO CG20 10 11 85 or other form with like wording. Lessee shall be responsible for payment of any and all deductibles from insured claims under its policies. The coverage afforded under any insurance policy obtained by Lessee pursuant to this Section shall be primary coverage regardless of whether or not Lessor has similar coverage. Lessee shall not perform any operations on the Leased Premises unless and until evidence of such insurance, including renewals thereof, has been delivered to and approved by Lessor. Lessor reserves the right to require a certified copy of the policies. Lessee shall not self-insure any of the insurance coverages required by this Lease without the prior written consent of Lessor. The minimum limits of coverage required by this Lease may be satisfied by a combination of primary and excess or umbrella insurance policies. The maintenance of this insurance shall not in any way operate to limit the liability or indemnification responsibilities of Lessee to Lessor under this Lease. Nothing herein contained shall limit the Lessee's liability to Lessor as to the scope or the amount of the insurance coverage.

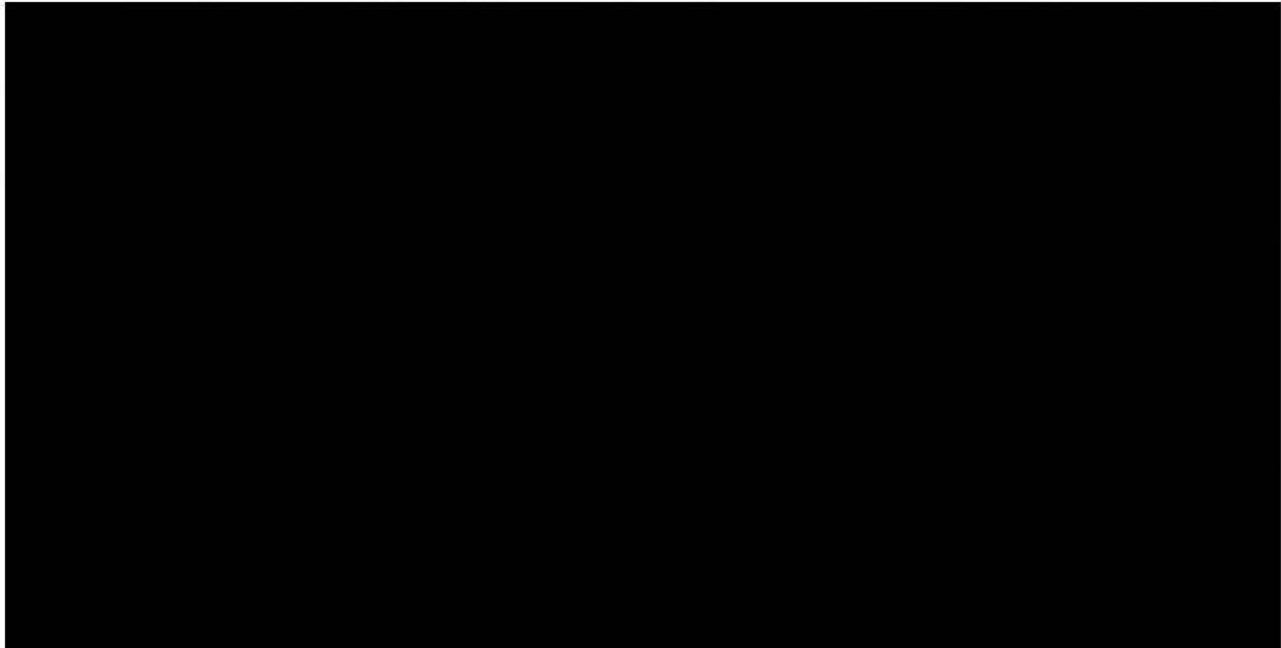
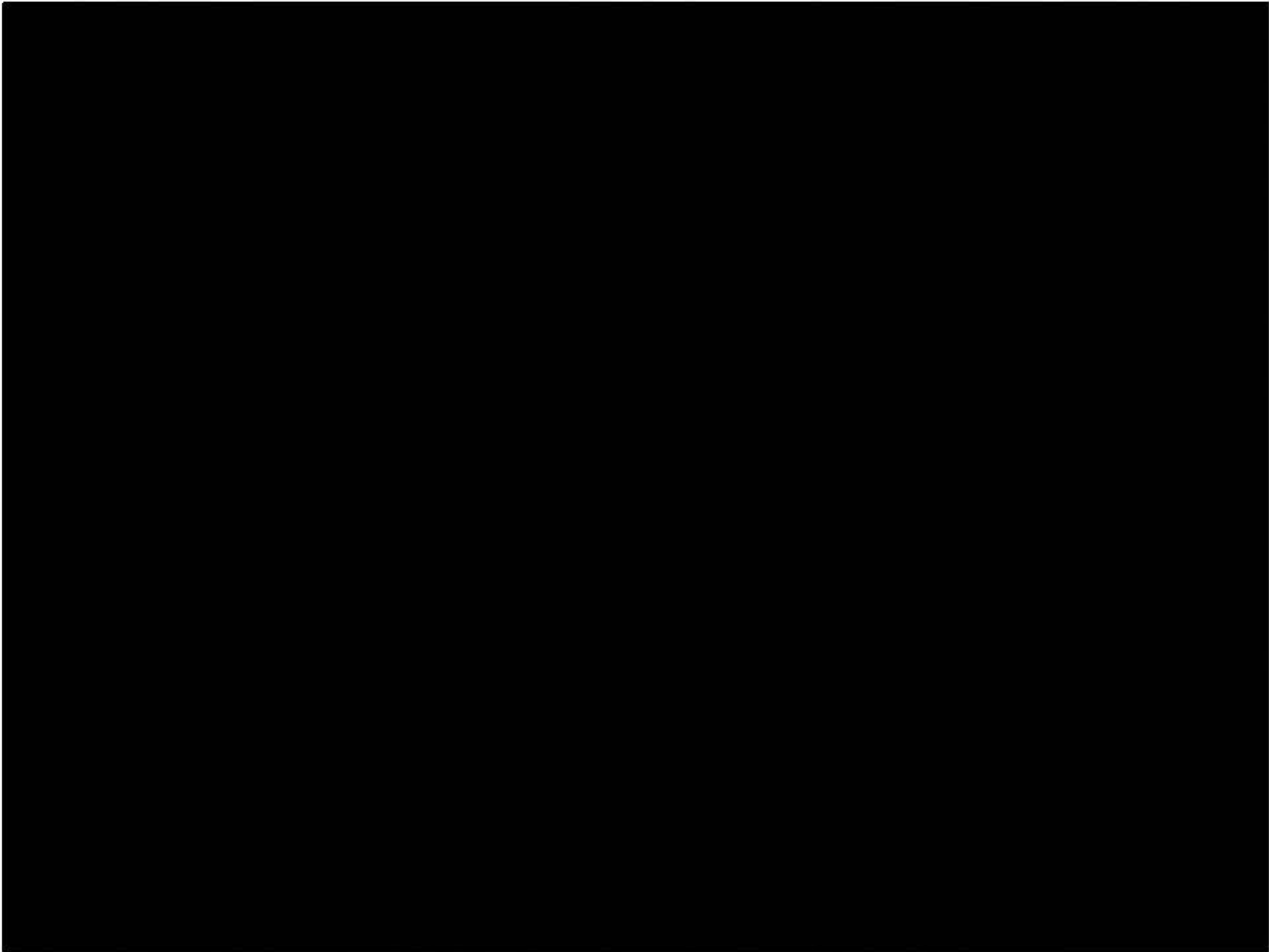
c. Certificate of Insurance Evidencing Coverage. Lessee shall provide Lessor a certificate of insurance evidencing the above coverage before conducting any operations on the Leased Premises. The certificate shall provide for thirty (30) days' written notice by the insurance company to the designated representative of Lessor before the cancellation, material change or non-renewal of the policy. The certificates shall also specify that there are no endorsements with oil and gas production or exploration limitations under Lessee's Commercial General Liability Insurance Policy.

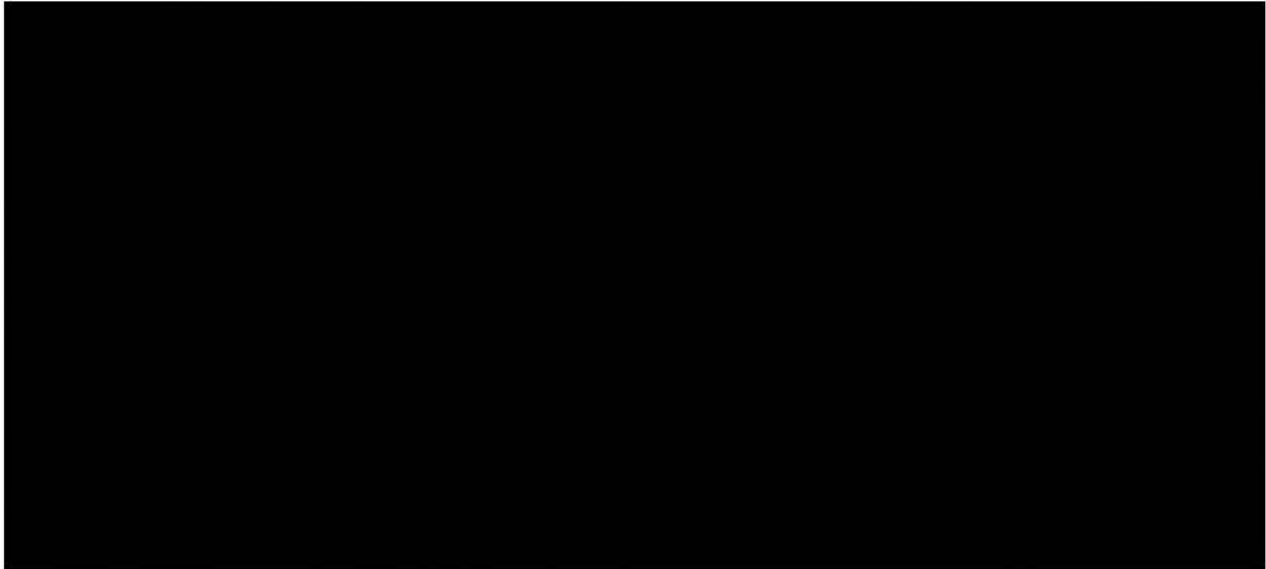


e. Coverages in this Section may be reviewed by Lessor and revised in Lessor's reasonable discretion from time to time, as dictated by economic or legal considerations, or to conform to the applicable prevailing insurance requirements. Lessor reserves the right to make reasonable changes to the amounts and types of insurance limits and policies required under this Lease.

20. Surrender of Property; Removal of Facility Improvements; Bond.







21. Injury to Lessee's Property. Lessor shall not be held responsible for any personal property left in the Leased Premises or elsewhere, which may be lost, damaged or stolen before, after or during the Term of this Lease. All personal property and Improvements of any kind on the Leased Premises shall be at the Lessee's sole risk. Lessee agrees neither to hold nor attempt to hold Lessor liable for any loss or damage to personal property or Improvements, proximate or remote, occurring through or caused by any repairs, alterations, or accident to the Leased Premises by reason of the negligence or misconduct of Lessee and its Related Persons except to the extent caused by the gross negligence or willful misconduct of Lessor. Lessor shall not be liable for any personal property or Improvements damages occasioned by fire, theft, gas, smoke, rain, natural events, civil unrest, trespass, and any acts of God. Lessee shall not make any claim or demand upon or bring any action against Lessor for any loss, cost, damages or other expenses to personal property or Improvements caused by any failure or defect, structural or nonstructural, of the Leased Premises or any part thereof, except to the extent caused by the gross negligence or willful misconduct of Lessor.

22. Relationship of Parties. This Lease shall not constitute a joint venture, partnership or other business relationship between Lessor and Lessee, except the relationship of lessor and lessee. All employees, agents or servants of Lessee employed in or about the Leased Premises shall be the agents, servants or employees of Lessee, and not of Lessor. The provisions of this Lease are binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns.

23. Assignment; Subleases.

23.1 Assignments By Lessee. Lessor hereby consents and grants to Lessee the right to grant or assign all or a portion of Lessee's interest in the Lease or the Improvements (collectively "**Assignment**") to (a) an affiliate of Lessee or (b) a person or entity that meets the following criteria: (i) whose proposed purpose for the Leased Premises complies with Section 2 above, and

(ii) with sufficient financial net worth and operating reputation substantially similar to that of Lessee, evidenced by the development and operation of a solar energy project for at least two (2) years prior to the date of such assignment (any person or entity described in clauses (a) and (b), a "**Qualified Assignee**"). No Lessor consent shall be required for any change in ownership of Lessee so long as the acquirer is a Qualified Assignee. All other assignments shall require Lessor's prior written consent, which Lessor shall not unreasonably withhold. All assignments shall be expressly made and Qualified Assignees and assignees will be subject to all of the obligations, covenants and conditions applicable to the Lessee under this Lease. Upon Lessee's assignment of its interest under this Lease as to all or any portion of the Leased Premises and upon written notice to Lessor and Lessor's written consent to the assignment (when required), Lessor shall recognize the Qualified Assignee or assignee as Lessee's proper successor, and the Qualified Assignee or assignee shall have all of the assigned rights, benefits and obligations of Lessee under and pursuant to this Lease. Lessee shall be relieved of all of its obligations relating to the assigned interests under this Lease that relate to acts or omissions which occur following the effective date of such assignment; provided, that the Qualified Assignee or assignee has expressly assumed in writing all of Lessee's obligations under this Lease, including without limitation, requirements for maintaining the Bond and insurance.

23.2 **Subleases by Lessee.** Lessee may not sublease this Lease, in whole or in part, without first obtaining the written consent of Lessor, which shall not be unreasonably withheld, conditioned, or delayed. Every sublease agreement between Lessee and its sublessee shall recite that it is and shall be subject to the provisions of this Lease. In the event that Lessee enters into a sublease as permitted by the terms of this Lease, Lessee shall remain responsible for all obligations under this Lease, including without limitation all financial obligations, and Lessee shall be responsible for any breaches of this Lease by sublessees. Any sublessee of Lessee may not further sublease its interest in this Lease under any circumstances.

23.2 **Assignments By Lessor.** Without the consent of Lessee, Lessor may assign this Lease, in whole or in part, and sell, mortgage, lease, or transfer in whole or in part the Leased Premises to any subsidiary or affiliate or third-parties. Should Lessor sell, convey, or transfer in whole or in part the Leased Premises, Lessor shall assign this Lease to its successor and the Lease shall continue in full force and effect. A merger, transfer of assets between affiliated corporate entities, any corporate restructuring, and/or assignment or transfer to an affiliate of any of Lessor's rights to timber located on the Leased Premises may all be done without Lessee's consent. Lessor will endeavor to provide Lessee with written notice of any of the foregoing assignments, but failure to do so shall not affect the validity of the assignment. Until Lessee receives notice of any such assignment, Lessee shall not be in Default under this Lease if it continues to make all payments to the original Lessor before Lessee receives such notice of sale, assignment or transfer.

24. **Entire Agreement.** This document incorporates the entire agreement of the Parties and supersedes and replaces any prior written or oral agreement of the Parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein.

25. **Survival.** All representations, indemnities and warranties set forth in this Lease, and provisions explicitly or implicitly indicated as surviving, shall survive the expiration or termination of this Lease and be fully enforceable thereafter.

26. **Severability.** If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

27. **Attorneys' Fees.** Should any legal action or proceeding be commenced by either Party to enforce all or any provision of this Lease, the prevailing Party shall be entitled to seek recovery of reasonable attorneys' fees and costs incurred in connection with such action.

28. **Notices.** All notices or other communications required or permitted by this Lease, including payments to Lessor, shall be in writing and shall be deemed given when personally delivered to Lessor or Lessee, or in lieu of such personal delivery services, five (5) days after deposit in the United States mail, first class, postage prepaid, certified, or overnight courier provision addressed as follows:

If to Lessor:

Weyerhaeuser Company
Attn: VP Energy & Natural Resources
One Concourse Parkway, Suite 755
Atlanta, GA 30328

With a Copy to:

Weyerhaeuser Company
Attn: Legal Department
220 Occidental Ave. S.
Seattle, WA 98104

With a Copy to:

Weyerhaeuser Company
Attn: Senior Manager Renewable Energy
Weyerhaeuser Mineral and Energy Resources
220 Occidental Ave. S.
Seattle, WA 98104

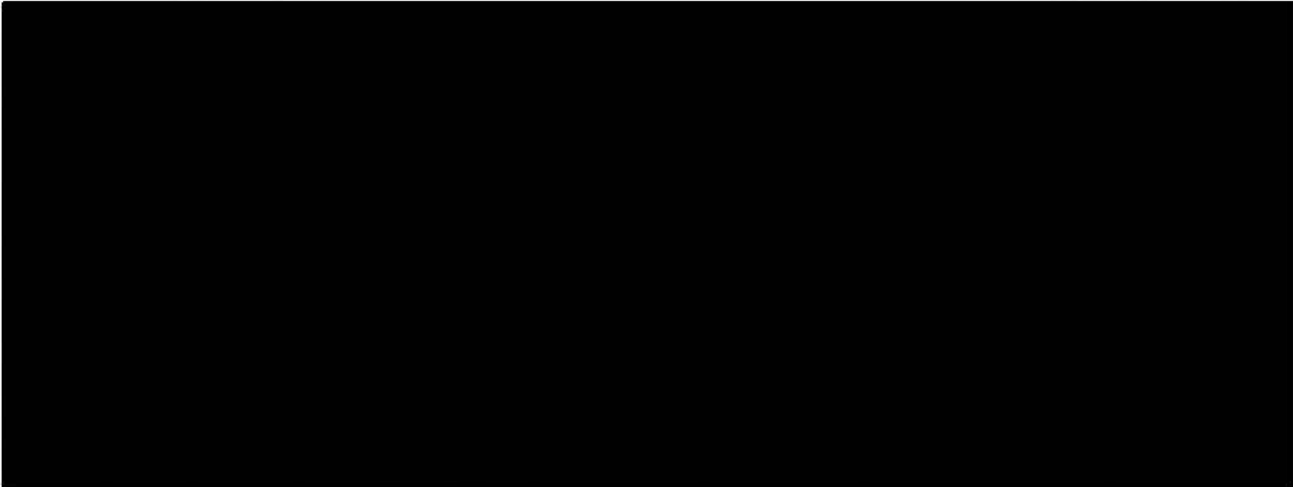
If to Lessee:

Teichos Energy, LLC
500 Union Street
Suite 625
Seattle, WA 98101

With a Copy to:

P.O. Box 408
Medina, WA 98039

Any Party may change its address for purposes of this Section by giving written notice of such change to the other Parties in the manner provided in this paragraph.



30. Covenant Against Liens. Lessee shall keep the Leased Premises free and clear of any liens or encumbrances. Should a lien attach to the Leased Premises, Lessee shall promptly clear such lien. Lessee shall not encumber or enter into a Mortgage (as defined below) regarding Lessor's fee interest in the Leased Premises at any time. Any such action by Lessee is a Default under this Lease and grounds for immediate termination.

31. Waiver. Failure on the part of either Party to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall never be deemed to be a waiver by either Party of its rights hereunder. No waiver at any time of any of the provisions hereof by either Party shall be construed as a waiver of any of the other provisions hereof.

32. Amendments to Lease. Any amendments to this Lease must be in writing and executed by both Lessor and Lessee. Any amendments that do not meet these criteria shall be null and void.

33. Governing Law; Venue; Waiver of Jury Trial. This Lease shall be interpreted and construed under the laws of the State of Maine, without reference to choice of law principles. In addition, the Parties agree that in the event of any dispute concerning this Lease, venue for any cause of action arising out of, or having to do with, this Lease shall be, and is, in the State or Federal Court in the County in which the Leased Premises is located. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

34. No Consequential Damages. Notwithstanding anything to the contrary in this Lease, neither Party shall be entitled to, and each of Lessor and Lessee hereby waives, any and all rights to recover consequential, incidental, and punitive or exemplary damages, including without limitation lost profits, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease. The foregoing shall not be construed to limit one Party's obligation to defend, indemnify, and hold harmless the other Party as provided for herein for claims brought by third-parties.

35. Interpretation. Each Party to this Lease and its counsel have reviewed and revised this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease. The headings and captions of this Lease are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

36. Time of Essence. Time is of the essence for satisfying the obligations of Lessor and Lessee under this Lease.

37. Ownership of Lessee's Improvements. Lessor shall have no ownership interest in any of the Improvements on the Leased Premises, or any profits derived therefrom, and Lessee may remove any or all Improvements, subject to the removal requirements in Section 20 herein, at any time. Except as provided for in this Lease, Lessor shall not be entitled to any other profit share or benefits accrued by or from the Lessee's Project. Without limitation, Lessor shall not be entitled to any Credits (defined below) relating to this Lease. The costs of designing, constructing, maintaining, and decommissioning the Improvements and all other activities conducted by or on behalf of Lessee under this Lease shall be borne solely by Lessee.

38. Requirements of Governmental Agencies; Permitting. Lessee shall be solely responsible for obtaining from all governmental agencies having jurisdiction and keeping in force all necessary permits for its use of the Leased Premises and operations and furnishing and keeping in force all bonds required to be given by applicable law. Lessee shall comply in every respect with all federal, state, and local laws, rules, and regulations. Lessor shall reasonably assist and cooperate with Lessee, at no expense to Lessor, in complying with or obtaining any land use permits and approvals, building permits, environmental impact reviews or any other permits and approvals required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of the Improvements, buffers and roads; provided, however, Lessor shall not be required to be an applicant or permittee on any such governmental requests unless necessary under applicable law. If required by applicable law, Lessor will execute, and, if appropriate, cause to be acknowledged and recorded, any map, application, document or instrument that is reasonably requested by Lessee in connection therewith. Without limiting the generality of the foregoing, Lessor agrees to (a) if requested by Lessee, to support such application by filing a letter with the appropriate governmental authority in a form reasonably satisfactory to both Parties, and (b) not to oppose any such valid, accurate application or approval at any administrative, judicial or legislative level. During the Lease, Lessee shall promptly notify Lessor

if Lessee encounters any threatened or endangered wildlife prior to communicating the same to any governmental agencies or third-parties. Should Lessee come to understand or reasonably believe that wildlife species are present or are likely to be present on the Leased Premises that are listed under the federal Endangered Species Act (“ESA”), Lessee shall obtain the required permits under the ESA for any reasonably likely take of such species. The Parties agree that Lessor may confer directly with the federal agencies with respect to the issues surrounding the determination of risk of take and the terms and expected efficacy of the mitigation measures or operation plan. Should a take permit be obtained, Lessee will seek coverage for Lessor for those actions that Lessor undertakes pursuant to this Lease. Nothing with respect to this Lease or actions taken by Lessor with respect to this Lease shall be construed to make Lessor responsible for a subsequent assertion of ESA liability or responsibility on the part of Lessee, whether such assertion is made or brought by an enforcing agency or other person or entity.

39. Mortgagee Protection. In the event that any mortgage, deed of trust or other security interest in this Lease or in any Lessee’s facilities, or any portion thereof, is entered into by Lessee (a “**Mortgage**”), then each party who is a mortgagee, or beneficiary of a Mortgage (each, a “**Mortgagee**”) shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section. Lessee shall send written notice to Lessor of the name and address of each such Mortgagee; provided, that failure of Lessee to give notice of one such Mortgagee shall not invalidate such Mortgage.

39.1 Mortgagee’s Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the right: (i) to assign its security interest; (ii) to enforce its lien and acquire title to the leasehold estate by any lawful means; (iii) to take possession of and operate the Lessee’s Improvements or any portion thereof, to exercise all of Lessee’s rights hereunder, and to perform all obligations to be performed by Lessee hereunder, or to cause a receiver to be appointed to do so; and (iv) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third-party Qualified Assignee in compliance with the assignment provisions herein. Lessor’s consent shall not be required for the acquisition of the encumbered leasehold estate by (x) a Mortgagee or (y) a third-party who acquires the same by foreclosure or assignment in lieu of foreclosure and who is a Qualified Assignee.

39.2 Notice of Default; Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any Default of Lessee, Lessor shall give a written notice of Default to each Mortgagee of which it has notice contemporaneously with delivery of such written notice to Lessee specifying in detail the alleged event of Default (“**Notice of Default**”). In the event Lessor gives a Notice of Default, the following provisions shall apply:

(a) The Mortgagee shall have the same period after receipt of the Notice of Default to remedy the Default, or cause the same to be remedied, as is given to Lessee after Lessee’s receipt of Notice of Default, plus, in each instance, the following additional time periods: (i) thirty (30) days, for a total of sixty (60) days after receipt of the Notice of Default in the event of any Monetary Default; and (ii) sixty (60) days, for a total of one hundred twenty (120) days after receipt of the notice of Default in the event of any Non-Monetary Default. The Mortgagee shall have the right to substitute itself for Lessee and perform the duties of Lessee hereunder for purposes of curing such Default. Lessor expressly consents to such

substitution and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Leased Premises to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder, and Lessor agrees to accept such performance if it meets the requirements, terms, and conditions of this Lease. Lessor shall not take any action to terminate this Lease in law or equity prior to the expiration of the cure periods available to a Mortgagee as set forth above.

(b) During any period of possession of the Leased Premises by a Mortgagee (or a receiver requested by such Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid all monetary charges payable by Lessee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee's leasehold estate by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Lease shall continue in full force and effect.

(c) Any Mortgagee who acquires Lessee's leasehold interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable for and required to perform the obligations imposed on Lessee by this Lease for such interest so long as such Mortgagee has ownership of the leasehold estate or possession of the Leased Premises.

(d) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Lease only as long as all material obligations of Lessee under the terms of this Lease are performed by the Mortgagee in accordance with the terms hereunder.

(e) Nothing herein shall be construed to extend this Lease beyond the Term of this Lease or to require a Mortgagee to continue foreclosure proceedings after a Default has been cured. If the Default is cured and the Mortgagee discontinues foreclosure proceedings, this Lease shall continue in full force and effect.

39.3 New Agreement to Mortgagee. If this Lease terminates because of Lessee's Default or if the leasehold estate is foreclosed upon, or if this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Lessor shall, upon written request from any Mortgagee within ninety (90) days after such event, enter into a new agreement for the Leased Premises on the following terms and conditions:

(a) The terms of the new agreement shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the Term of this Lease, at the same rent and subject to the same terms and conditions set forth in this Lease.

(b) The new agreement shall be executed within thirty (30) days after receipt by Lessor of written notice of the Mortgagee's election to enter a new agreement; provided, that said Mortgagee: (i) pays to Lessor all rent and other monetary charges payable by Lessee under the terms of this Lease up to the date of execution of the new agreement, as if this Lease had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all

other obligations of Lessee under the terms of this Lease, to the extent performance is then due; and (iii) agrees in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Lessee and would have accrued under this Lease up to the date of commencement of the new agreement, except those obligations which constitute non-curable Defaults.

(c) At the option of the Mortgagee, the new agreement may be executed by a Qualified Assignee designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) If more than one Mortgagee makes a written request for a new agreement pursuant hereto, the new agreement shall be delivered to the Mortgagee requesting such new lease whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect. Lessor shall be reimbursed all reasonable expenses incurred in determining whose Mortgage is prior in lien.

(e) The provisions of this Section shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Lessor, Lessee and such Mortgagee, and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new agreement, such Mortgagee may use and enjoy said Leased Premises without hindrance by Lessor or any person claiming by, through or under Lessor, provided that all of the conditions for a new agreement as set forth herein are met and Mortgagee complies with the terms and conditions of this Lease.

39.4 No Waiver. No payment made to Lessor by a Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of this Lease; and a Mortgagee, having made any payment to Lessor pursuant to Lessor's wrongful, improper or mistaken notice or demand, shall be entitled to the return of any such payment.

39.5 No Merger. There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Leased Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Leased Premises and all persons (including Mortgagee) having an interest in this Lease or in the leasehold estate or in the estate of Lessor and Lessee shall join in a written instrument effecting such merger and shall duly record the same.

39.6 Estoppel Certificates. Lessor will execute such estoppel certificates in a form reasonably acceptable to Lessor, as Lessee, any transferee of Lessee, any tax equity investor, hedge provider, power purchaser or Mortgagee may reasonably request from time to time. Lessor shall, within ten (10) days after written request from Lessee or any existing or proposed Mortgagee, execute and deliver thereto a certificate to the effect that Lessor (a) recognizes a particular entity

as a Mortgagee under this Lease; and (b) will accord to such entity all the rights and privileges of a Mortgagee hereunder.

39.7 Further Amendments. Provided that no material default in the performance of Lessee's obligations under this Lease shall have occurred and remain uncured after the expiration of all applicable notice and cure periods, at Lessee's request, Lessor shall execute such additional documents as may reasonably be required to evidence such Mortgagee's or other entity's rights hereunder. Lessor will also consider any reasonable requests to amend this Lease by an existing or proposed Mortgagee, or by any entity that is proposing to directly or indirectly acquire the Lessee rights under this Lease. Lessor's approval of such a request shall not be unreasonably withheld; provided, however, that if the amendment unreasonably or materially impairs the rights of Lessor under this Lease, increases the burdens or obligations of Lessor, or extends the Term of this Lease beyond the period of time stated herein, then Lessor's approval shall be in its sole and absolute discretion.

40. Force Majeure. If performance of the Lease or of any obligation hereunder, except for payment obligations, is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use commercially reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "**Force Majeure**" means flood, drought, earthquake, storm, fire, tornado, lightning, severe windstorm, named storms, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; war; strikes or labor disputes; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or domestic utility; or any other act or condition beyond the reasonable control of a Party.

41. Confidentiality. Both Parties shall use commercially reasonable efforts to maintain the confidence of all information pertaining to the terms and conditions of this Lease, including without limitation financial terms of or payments under this Lease, Lessor's forest management practices, Lessee's site design and product design, and the Parties' respective operations. Notwithstanding the foregoing, the Parties may disclose such information to the Parties' respective lenders, attorneys, accountants, investors and other personal financial advisors solely for use in connection with their representation of the Party regarding this Lease, any prospective purchaser of the property underlying the Leased Premises, or pursuant to lawful process, subpoena or court order requiring such disclosure; provided, that the disclosing Party in making such disclosure advises the person or entity receiving the information of the confidentiality of the information. It is specifically understood and agreed by Lessee that nothing in this Section or in this Lease shall in any manner restrict or limit Lessor's ability to purchase, construct, operate, lease or sell property for any purposes, including without limitation the operation of solar power facilities on other properties.

42. Memorandum; Recording. Lessor and Lessee hereby agree that this Lease shall not be recorded in any public records. Upon the request of Lessee, Lessor shall execute in recordable

form, and Lessee may then record, a memorandum of this Lease substantially in the form of Exhibit D attached hereto ("**Memorandum of Lease**"). Any and all recording costs and taxes required in connection with the recording of the Memorandum of Lease shall be at the sole cost and expense of Lessee.

43. Sale by Lessor. Lessor reserves the right to sell the Leased Premises at any time and further reserves the right to enter upon the Leased Premises at reasonable times for the purpose of showing the Leased Premises to prospective purchasers; provided, that all such entries onto the Leased Premises must comply with the requirements of inspection provisions herein. Nothing contained herein shall be interpreted to restrict Lessor's right to sell or transfer all or part of the Leased Premises to a third-party or an affiliate at any time, in Lessor's sole and absolute discretion.

45. Condemnation. If all or part of the Leased Premises is proposed to be taken as a result of any action or proceeding in eminent domain, or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a "**Taking**"), Lessor shall provide Lessee with reasonable advance notice of any impending proceeding or meeting related to such Taking. The Lease shall terminate as to any portion of the Leased Premises so condemned or taken. Subject to any applicable law or regulation, if any, any award or other compensation ("**Award**") payable as a consequence of such Taking shall be paid as follows:

- (a) Lessor shall first be entitled to receive out of the Award the value of Lessor's fee interest in the Leased Premises, valued as if no Improvements were on the Leased Premises;
- (b) Lessee shall next be entitled to receive out of the Award the value of the Improvements installed on the Leased Premises if separately valued in the Award; and
- (c) Lessor shall be entitled to any remainder of the Award.

46. Publicity. Neither Party shall disclose this Lease, its contents, negotiations of the same to any third-party or member of the public, without the prior written consent of the other Party. Should either Party desire to issue a press release to the public or a sub-set of the public regarding this Lease, its contents, or the relationship between the Parties, the disclosing Party shall first provide the non-disclosing Party with a copy of the press release and ten (10) business days to

review and provide commentary. No press release may be issued without the prior approval of the non-disclosing Party.

47. OFAC. Lessee (which for this purpose includes Lessee's partners, members, managers, principal stockholders and any other constituent entities and affiliates) represents and warrants that it is not (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. app. § 5; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the Patriot Act, Public Law 107-56; Executive Order No. 13224 entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism" (September 24, 2001); or any executive order of the President issued pursuant to such statutes; or (iii) a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224) or other governmental action. Lessee further represents and warrants that it is currently in compliance with and will at all times during the term of this Agreement remain in compliance with the regulations of OFAC and any statute, executive order, or other governmental action relating thereto. Further, Lessee represents and warrants that Lessee's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder. Lessee further covenants and agrees to promptly deliver to Lessor such reasonable documentation that Lessor may request in order to confirm the accuracy of the representations and warranties made in this Section.

48. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

(Signatures on Following Pages)

EXECUTION COPY

PROJECT GADDIS

deliver to Lessor such reasonable documentation that Lessor may request in order to confirm the accuracy of the representations and warranties made in this Section.

48. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

(Signatures on Following Pages)

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in duplicate, the date and year first above written.

LESSOR:
WEYERHAEUSER COMPANY

By: _____

Name: James A. Kilberg

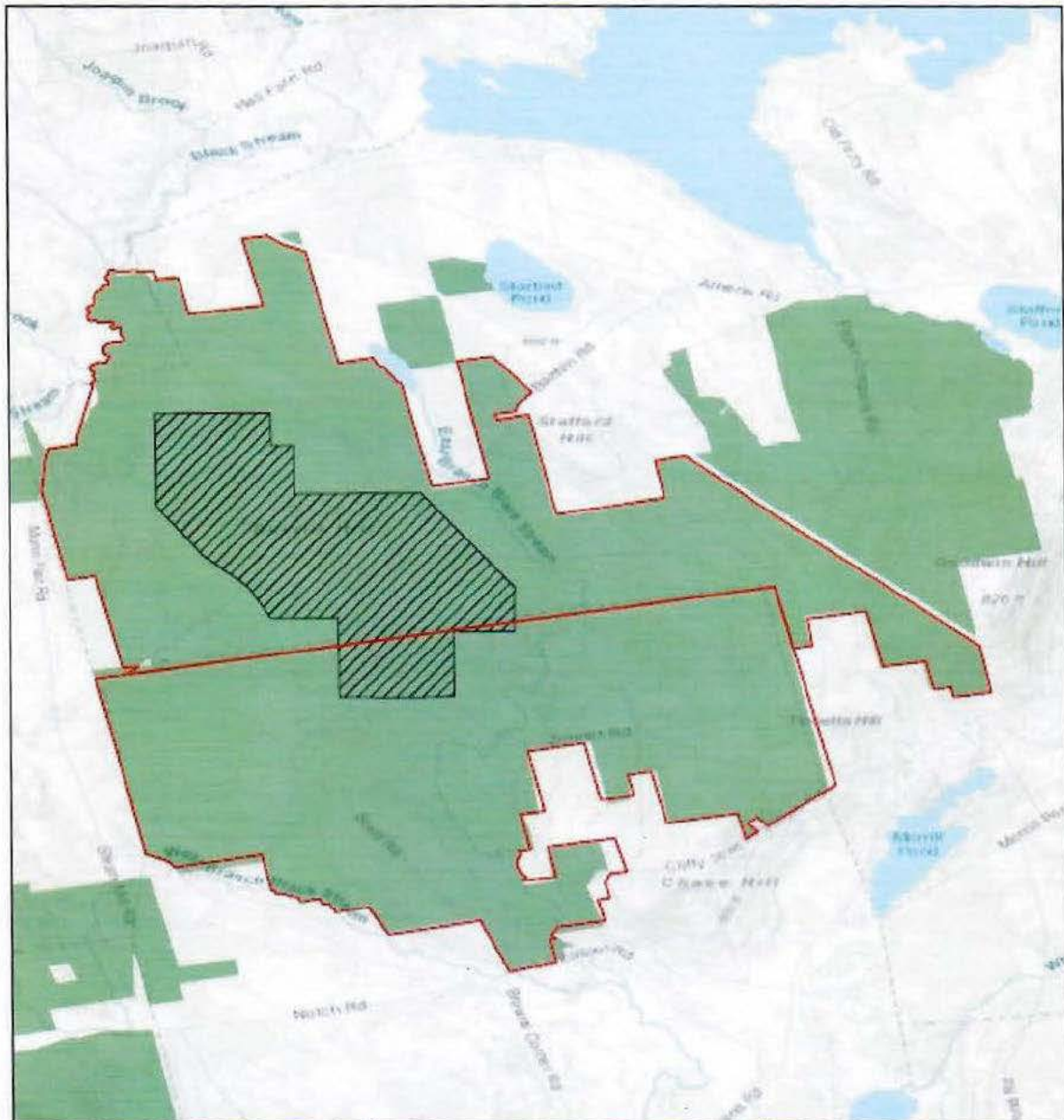
Title: Senior Vice President, Real Estate, Energy &
Natural Resources

LESSEE:
TEICHOS ENERGY, LLC

Exhibit A
Map of Leased Premises

The Parties at the time of execution of this Lease are relying on the attached map to define the Leased Premises. Prior to the expiration of the Option Term, the Parties shall insert a true and complete legal description for the Leased Premises.

Map on following page.

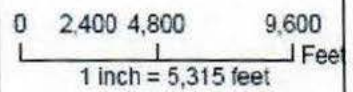


**Exhibit A, Athens
Somerset County, ME**

-  Leased
-  Parcel Boundaries
-  WY Ownership



N



Last Modified: 12/11/2019

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Exhibit B

Timber Cruise Specifications



Exhibit C

Sale Timber Valuation Table



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Exhibit D

Form of Memorandum of Lease