

INTRODUCED: September 8, 2025

AN ORDINANCE No. 2025-191

To provide for the granting by the City of Richmond to the person, firm or corporation to be ascertained in the manner prescribed by law of the franchise, right, and privilege to install and maintain a solar farm and pollinator meadow located at 3800 East Richmond Road in accordance with a certain Ground Lease.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: OCT 14 2025 AT 6 P.M.

WHEREAS, following the introduction of this ordinance, the City Clerk has caused to be advertised, once a week for two successive weeks in a newspaper of general circulation published in the city of Richmond, a descriptive notice of the Ground Lease attached to this ordinance, which notice:

1. included a statement that a copy of the full text of the ordinance is on file in the office of the City Clerk;
2. invited bids for the easement, franchise, privilege, lease or right offered to be granted in and by this ordinance, which bids were to be:

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

- a. delivered in writing to the presiding officer of the Council of the City of Richmond at its regular meeting to be held on October 14, 2025, at 6:00 p.m., in open session;
 - b. presented by the presiding officer to the Council; and
 - c. then dealt with and acted upon in the mode prescribed by law;
3. required that all bids for the easement, franchise, privilege, lease or right hereby offered to be granted shall be submitted in writing as required by law; and
 4. reserved the Council's right to reject any and all bids; and

WHEREAS, the deadline for the receipt of bids has passed, all bids have been received, and the Council is prepared to act in accordance with sections 15.2-2100 of the Code of Virginia (1950), as amended;

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That there shall be granted pursuant to section 15.2-2100 of the Code of Virginia (1950), as amended, a certain franchise for a solar farm and pollinator meadow located at 3800 East Richmond Road as set forth in the Ground Lease, a copy of which is attached to and incorporated into this ordinance, to the following lessee:

§ 2. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute the Ground Lease between the City of Richmond as lessor and the lessee identified in section 1 of this ordinance to grant the franchise, right, and privilege,

to install and maintain a solar farm and pollinator meadow located at 3800 East Richmond Road by such lessee, provided that:

(a) The Ground Lease has first been approved as to form by the City Attorney and is substantially in the form of the document attached to this ordinance; and

(b) The lessee identified in section 1 of this ordinance has first executed a bond, with good and sufficient security, in favor of the City of Richmond, Virginia, in the amount of \$32,500.00 and conditioned upon the installation and maintenance of a solar farm and pollinator meadow located at 3800 East Richmond Road as provided for in the granted ground lease, with such bond in a form acceptable to the Chief Administrative Officer and approved as to form by the City Attorney; and

(c) The lessee identified in section 1 of this ordinance has first paid all costs incurred in connection with the advertisement of this ordinance, as required by section 15.2-2101 of the Code of Virginia (1950), as amended.

§ 3. This ordinance shall be in force and effect upon adoption.

O&R Transmittal

DATE: August 27, 2025

TO: The Honorable Members of City Council

THROUGH: The Honorable Mayor Danny Avula

THROUGH: Odie Donald II, Chief Administrative Officer

THROUGH: Tanikia Jackson, Deputy Chief Administrative Officer

THROUGH: Meghan Brown, Director of Budget & Strategic Planning

THROUGH: Sharon Ebert, DCAO of Planning & Economic Development

THROUGH: Christopher Frelke, Director of Parks, Recreation & Community Facilities

THROUGH: Kevin Vonck, Director of Planning & Development Review

THROUGH: Bobby Vincent, Director of Public Works

FROM: Laura Thomas, Director of the Office of Sustainability

RE: Office of Sustainability | East Richmond Land Fill Solar Farm and Meadow

PURPOSE: To authorize the Chief Administrative Officer to enter into a Ground Lease with Vendor to be selected, on with a term of 35 years for the purpose of installing and operating a solar farm and pollinator meadow at the property located at 3800 East Richmond Road. To authorize the Chief Administrative Officer to accept funds, both initially and annually, associated with the Ground Lease to the selected Lessee. This project will also create a Community Benefits Agreement that support at least 3 in-person community engagement sessions prior to commencing construction to provide information regarding the project to community members. This Community Benefits Agreement will detail at minimum, the explicit benefits, and their estimated cash value, that the neighborhoods of Fulton Hill, Church Hill, and Chimborazo Park as they relate to this project, as approved by cross departmental Directors in collaboration with the Director of Sustainability for the City of Richmond.

REASON: Through RVAgreen 2050, the City has a stated goal of achieving net zero greenhouse gas emissions by 2050 and has several goals related to the installation of renewable energy, as well as increasing pollinator habitat.

RECOMMENDATION: The City Administration recommends approval.

BACKGROUND: This site is a formerly closed landfill that was operated by the City from the 1960s to September 1983 when it was closed and capped. Currently, the site operates as a debris collection site and recycling convenience center. It is open to members of the public to distribute various materials such as tree debris, concrete, and leaves. These materials are currently being stored around the closed landfill on the exterior of the East Richmond Road loop. Access beyond the recycling center at the entrance is restricted and monitored by Department of Public Works staff on site. Inside the East Richmond Road loop is the proposed solar array location, as well as the land outside of this ring, and adjacent to the intersection of East Richmond Road and Jennie Scher Road. The capped portion of the old landfill is maintained according to regulatory requirements and the uncapped portion also within the East Richmond Road circle is not currently managed, and contains small trees and shrubs, grasses, and other various vegetation,

This project would allow the selected Lessee to install a ground-mounted solar array on the site, and to operate this new facility for a period of 35 years, with the option of two (2) 2.5 -year extensions. There will be an approximate two-year exploratory process prior to solar panel installation where the Lessee will work with the necessary authorities to ensure all regulatory compliance is complete and the site is able to move forward with the installation. It is anticipated that approximately fifteen (14.925) acres of land will be available for this purpose, though that number is subject to change based on the exploratory process.

The City will receive funding for the use of the landfill in this manner, including a \$20,000 initial payment and an annual payment of \$10,000 for each exploratory year. Once operational, the City will be paid \$2,500 per acre of the premise used for the solar farm every year. The primary use of these funds will be to support a Community Benefit Agreement that will be created in partnership with the community, once the project receives approval, with additional benefits going towards furthering energy reduction efforts. Once the life of the solar installation is complete, the selected vendor will be required to remove and recycle the components of the facility.

COMMUNITY ENGAGEMENT: The community has been engaged to this point on the potential project, including the following two engagement sessions held in 2024.

1. Session 1:

- **Date:** Thursday, July 18th, 2024
- **Time:** 6:30 – 7:30 pm
- **Location:** EDI Pop-Center 701 North 25th Street Richmond, VA 23223

2. Session 2:

- **Date:** Wednesday, July 24th, 2024
- **Time:** 7:00 – 8:00 pm
- **Location:** Powhatan Community Center - 5051 Northampton Street, Richmond, VA 23231

During these sessions, the various land uses associated with closed landfills was provided to the community, including the potential to install a solar farm. The community was generally

supportive of this process and expressed interest in looking further at the details associated with various community benefits. Many individuals selected to participate in future conversations.

Once the ground lease is signed for this project, the selected Lessee will be required to conduct three (3) community engagement sessions in order to build out a Community Benefits Agreement and three (3) additional sessions post construction. The Community Benefits Agreement will be drafted to the satisfaction of cross Departmental Directors in collaboration with the Director of Sustainability. Additional community engagement opportunities will be explored and supported as needed.

FISCAL IMPACT: There is no local match required. The Department of OOS anticipates a potential impact to the city's budget in this or future years related to the activities associated with the agreement. There is a \$500,000 upfront payment for the Community Benefits Agreement. Based on the annual rent of approximately \$1,542.83 per acre for 14.925 acres, the total annual rent is approximately \$23,027.86 (14.925 acres x \$1,542.83). This amount will reflect in each fiscal year, increasing accordingly to apply 3% increase each annual payment after commencement date.

DESIRED EFFECTIVE DATE: upon adoption

REQUESTED INTRODUCTION DATE: September 8, 2025

CITY COUNCIL PUBLIC HEARING DATE: October 14, 2025

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing, and Transportation Standing Committee

AFFECTED AGENCIES: Mayor, Chief Administrative Officer, Office of the City Attorney, Department of Budget and Strategic Planning, Department of Public Works, Department of Parks, Recreation and Public Facilities, Office of Sustainability

RELATIONSHIP TO EXISTING ORD. OR RES: N/A

ATTACHMENTS: Ground Lease between the Lessor and Lessee

STAFF: Laura Thomas, Director- Office of Sustainability | laura.thomas@rva.gov

GROUND LEASE

Between

City of Richmond

("Lessor")

And

("Lessee")

Date: _____

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Exhibit C	Form of Memorandum of Lease Agreement
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LEASE AGREEMENT

This **LEASE AGREEMENT** (this “Agreement” is made and entered into as of [_____] (the “Effective Date”) by and the **CITY OF RICHMOND** a municipal corporation and political subdivision of the Commonwealth of Virginia organized under the laws of Virginia, with its principal office located at 900 E. Broad Street, Richmond, VA 23219 (“Lessor”), and _____ (“Lessee” and, together with Lessor, each, a “Party” and together, the “Parties”).

BACKGROUND

WHEREAS, Lessor is the record owner PIN E0003305030, E0001767009, E0003305020, and other necessary parcels at the 3800 East Richmond Road, Richmond, VA 23223 that certain real property, along with any and all easements, rights, privileges and appurtenances associated therewith, more particularly described on Exhibit A attached hereto (the “Property”), and

WHEREAS, Lessor has the authority and desires to lease a portion of the Property to Lessee for the purpose of constructing, installing, operating, maintaining and removing a solar facility and pollinator garden, with additional community benefits, as further defined herein.

NOW, THEREFORE, in consideration of the recitals set forth above and good and valuable consideration as set forth below, all of which is hereby acknowledged by the parties, the Parties agree as follows:

ARTICLE I. DEFINITIONS

Definitions. Where capitalized, the following terms shall have the following meanings:

“Access Easement Area” has the meaning set forth in Section 2.01(b) hereto.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person.

“Agreement” is as defined in the introductory paragraph hereto.

“Applicable Legal Requirements” means any constitutional provision, law, statute, rule, regulation, ordinance, order, decree, judgment, permit, authorization, Governmental Approval of any Governmental Authority which is applicable to Parties’ rights and obligations hereunder, including, without limitation (i) the Lessee’s leasehold, access and easement interests in and to the Leased Premises or any part thereof in connection with the Permitted Use, and (ii) construction, operation, ownership, maintenance, repair, decommissioning and removal of the Solar Facility.

“CBA Account” is defined in Section 2.04.

“Commercial Operation Date” means the date that the Solar Facility begins regular, daily production, as designated by Lessee in a notice to Lessor.

“Community Benefits Agreement” refers to the contract between the Lessor and Lessee that outlines how the solar project will contribute to the betterment of the quality of life of citizens of the City of Richmond.

“Costs” means (i) all reasonable attorney’s fees and expenses incurred by the relevant Party in connection with the termination of this Agreement, and (ii) all reasonable costs and expenses incurred by the relevant Party in removal of the Solar Facility and (iii) breakage fees related to Lessee’s financing or early termination of purchase and sale contracts for Environmental Attributes; provided that the relevant Party uses commercially reasonable efforts to mitigate such Costs.

“Decommissioning Assurance” means financial security in the form of an escrow account, letter of credit, guaranty, bond or other form of security reasonably acceptable to Lessor to be established under this Agreement.

“Discovery and Construction Period Rent” has the meaning set forth in Section 2.05

“Energy” means the electrical energy generated by the Solar Facility. Energy does not include Environmental Attributes or Environmental Incentives.

“Environmental Attributes” means the characteristics of electric power generation by the Solar Facility that have intrinsic value separate and apart from the energy and arising from the perceived environmental benefit of the Solar Facility or the energy produced by the Solar Facility including but not limited to all environmental attributes or renewable energy credits, including carbon trading credits, or certificates, emissions reduction credits, emissions allowances, green tags and tradable renewable credits, environmental and other attributes that differentiate the Solar Facility or energy produced by the Solar Facility from energy generated by fossil fuel based generation units, fuels or resources, characteristics of the Solar Facility that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or mercury, or other base or chemical, soot particulate matter or other substances attributable to the Solar Facility or the compliance of the Solar Facility or energy with the law, rules and standards of the United Nations Framework convention on Climate Changes or the Kyoto Protocol or the UNFCCC or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator of any state or federal entity given jurisdiction over a program involving transferability of rights arising from Environmental Attributes and Reporting Rights. Environmental Attributes does not include Environmental Incentives.

“Environmental Incentives” means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the date of this agreement or may come into effect in the future, including, to the extent applicable and without limitation, (i) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (ii) tax credits, incentives or depreciation allowances established under any federal or state law, (iii) fuel-related subsidies or “tipping fees” that may be paid to accept certain fuels, and (iv) other financial incentives in the form of credits, tax write-offs, reductions or allowances under Applicable Legal Requirements attributable to the Solar Facility or Energy, and all Reporting Rights with respect to such incentives.

“Environmental Law” means all Applicable Legal Requirements regulating Hazardous Materials, including but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Federal Clean Water Act, the Federal Clean Air Act, the Toxic Substances Control Act, and all other analogous state and local laws, in each case as amended, and all rules, regulations, arising under all such laws.

“Event of Default” has the meaning set forth in Article VI hereof.

“Facility Loss” means loss, theft, damage or destruction of the Solar Facility or any portion thereof, or any other occurrence or event that prevents or materially limits the Solar Facility from operating in whole or in significant part.

“Financing Party” shall mean any third party providing any type of financing to Lessee with respect to a Solar Facility.

“Force Majeure” means any event or circumstance having an adverse effect upon a Party’s ability to perform pursuant to this Agreement if such event or circumstance is beyond the Party’s reasonable control. "Force Majeure" events or circumstances may include but are not restricted to events of the following kinds: an act of God, an act of war, pandemic, epidemic, quarantine, shortage of workforce due to Force Majeure, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of government or regulatory authorities, and strikes or lockouts which materially affect, impact or impede obligations under this Agreement.

“Governmental Approval” means any approval, consent, permit, certificate, license or authorization issued by or on behalf of any applicable Governmental Authority.

“Governmental Authority” means the United States of America, the Commonwealth of Virginia, and any political or municipal subdivision thereof (including but not limited to Lessor), and any agency, department, commission, board, bureau, or instrumentality of any of them, and any independent electric system operator in each case having or acquiring jurisdiction over the Property or the use and improvement thereof.

“Hazardous Materials” means those substances defined, classified, or otherwise denominated as a “hazardous substance”, “toxic substance”, “hazardous material”, “hazardous waste”, “hazardous pollutant”, “toxic pollutant” or oil in the Applicable Legal Requirements or in any regulations promulgated pursuant to the Applicable Legal Requirements.

“Interconnection Agreement” means one or more interconnection services agreements between Lessee and/or Lessor and the local electric utility which authorize interconnection of the Solar Facility with the local electric distribution system.

“Lease Term” has the meaning set forth in Section 2.06.

“Lease Year” means a period of 365 days commencing on the Commercial Operation Date, and each subsequent 365-day period.

“Leased Premises” means that portion of the Property leased to Lessee under this Agreement as further described on Exhibit A.

“Lessee” is as defined in the recitals hereto.

“Lessor” is as defined in the recitals hereto.

“Lessor” Hazardous Materials” has the meaning set forth in Section 4.05 hereof.

“Notice of Lease” shall mean the notice in the form attached hereto as Exhibit C.

“Permitted Transferee” has the meaning set forth in Section 7.02.

“Permitted Use” means the uses permitted under this Agreement as described in Section 3.01 hereto.

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

“PPA” means a Solar Power Purchase Agreement or Net Metering Credit Purchase Agreement Which Lessee may enter into with any user of the Energy or purchaser of net metering credits associated with the Energy.

“Property” is as displayed in Exhibit A

“Rent” has the meaning set forth in Section 2.02 hereof.

“Solar Facility” means the solar photovoltaic facility to be constructed, owned, operated and maintained by Lessee together with all appurtenant facilities including but not limited to photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, switches, conduits, wiring devices and wiring and interconnections with the local electric utility, together with any additions, replacements or modifications thereto, all to be located on or adjacent to the Leased Premises.

“Utility” means the local distribution company providing electric service to the Property.

“Transmission Easement Area” has the meaning set forth in Section 2.02(c).

ARTICLE II. GRANT OF LEASE AND RENT

2.01 Grant of Lease.

(a) Pursuant to the terms and conditions of this Agreement, Lessor hereby leases, to Lessee, and Lessee hereby leases and accepts from Lessor, the Leased Premises. The lease granted hereunder includes the exclusive right of Lessee to occupy the Leased Premises. A preliminary depiction of the Leased Premises is shown on Exhibit B hereto. The Parties may amend or modify Exhibit B by mutual written consent, not to be unreasonably withheld, conditioned or delayed. Such an amendment is incorporated by reference into this Agreement.

(b) Lessor hereby grants to Lessee (for use by Lessee, Lessee’s contractors, subcontractors, employees, officers, consultants and advisors) an easement (“Access Easement”) appurtenant to the Leased Premises for vehicular and pedestrian ingress and egress to and from the Leased Premises over and across the subject Property to the nearest public ways (the “Access Easement Area”). A preliminary description, depiction, or map of the Access Easement Area is shown on Exhibit C hereto which exhibit may be amended from time to time in accordance with the provisions of this Lease. Landlord shall be responsible for snow removal and all maintenance of the Access Easement Area. The Lessor does not grant, as an easement on any adjacent property not owned by the City.

(c) Lessor hereby grants to Lessee (for use by Lessee, Lessee's contractors, employees, officers, consultants and advisors) an easement ("Transmission Easement") appurtenant to the Leased Premises in, on, under, or over and across both the Property and adjacent property owned by Lessor ("Transmission Easement Area") for the purpose of developing, designing, erecting, installing, constructing, operating, reconstructing, repairing, replacing, relocating, removing, inspecting, testing, maintaining utility infrastructure including the following items: (i) wires, cables, conduits for transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, and other appliances, (ii) one or more electrical transformers and substations, (iii) such other interconnection facilities as are needed to interconnect the Solar Facility to the Utility's distribution system ("Transmission Facilities"). A preliminary description, depiction, or map of the Transmission Easement Area is shown on Exhibit C hereto which exhibit may be amended from time to time in accordance with the provisions of this Lease. Lessor agrees to grant the Utility an easement on the Utility's standard forms to install the Utility's Transmission Facilities on Lessor's property to the extent required by either the Utility or the interconnection agreement for the interconnection of the Solar Facility to the Utility's electric distribution Solar Facility. Lessor agrees that Lessee shall have the right to mow, trim and cut any trees, bushes, grass, or other vegetation within the Transmission Easement Area. Property maintenance should conform with city's standards for tall grass and brush.

(d) At Lessee's or Lessee's Financing Party's request, Lessor shall execute recordable easements confirming the Access Easement and Transmission Easement. Lessor shall cooperate with Lessee in granting Lessee such other permissions necessary on or under the Property as may be reasonably requested by Lessee in connection with the construction, installation, operation and maintenance of the Solar Facility and pollinator meadow.

(e) Lessor hereby grants to Lessee the exclusive right to receive sunlight on the Leased Premises during every hour of each day that sunlight can be received by the Solar Facility. Lessor shall not permit any vegetation, structures or other objects or airborne matter to obstruct the passage of sunlight on or to the Leased Premises.

(f) Lessor and Lessee agree to execute a notice of lease in the form of Exhibit C hereto which Lessee may record in the registry of deeds where the Property is located.

(g) At all times throughout the Lease Term, Lessee and its employees, agents, contractors, officers, consultants and advisors and subcontractors shall have access twenty-four hours a day, seven days a week to the Leased Premises for the design, development, construction, installation, maintenance, inspection, testing, repair, replacement and operation of the Solar Facility and any utilities serving the Property.

(h) Lessor agrees to provide Lessee with reasonably sufficient space on the Property near the Leased Premises for construction laydown including the storage and assembly of materials to construct, erect, install, repair, replace and remove the Solar Facility. Upon completion of construction, Lessee shall remove all materials from such site and shall restore such area as nearly as possible to the condition in which it existed prior to the commencement of such activity. All materials kept or placed in such areas shall be kept, placed or stored at the risk of Lessee and Lessor shall not be responsible for damage or theft except for damage, loss or theft caused by the negligence or willful misconduct of Lessor.

2.02 Community Benefit Agreement

The Parties shall collaborate in good faith to develop and execute a Community Benefit Agreement (“CBA”) within one hundred (100) days following the Effective Date. The CBA shall outline the specific community benefits associated with the project, including but not limited to community engagement, environmental enhancements, employment opportunities, and other benefits mutually agreed upon by the Parties.

In the event that the Parties are unable to reach an acceptable CBA within the specified period, the City of Richmond shall have the sole option to terminate this Agreement by providing written notice to the Lessee, without penalty or further obligation; provided that, such termination right must be exercised within 180 days of execution of this Lease or shall be waived. Such termination shall be effective thirty (30) days after receipt of the notice.

2.03 Community Benefits Agreement and Termination

The failure to reach an acceptable CBA shall not constitute a default under this Agreement.

2.04 Community Benefits Agreement Terms and Conditions

- (a) The Lessee agrees to support at least three (3) in-person community engagement sessions prior to commencing construction to provide information regarding the project to community members at no additional cost to Lessor. Lessee agrees to install and maintain throughout the Term, a pollinator garden within the leased area at no additional cost to Lessor. Lessee and Lessor shall use good faith efforts to negotiate and enter into a Community Benefits Agreement which details, the explicit benefits, and their estimated cash value, to the neighborhoods of Fulton Hill, Church Hill, and Chimborazo Park and others as they relate to this project based on the following guidelines:

1. Community-Based Partnership

- a. Lessor to identify and collaborate with a local community-based organization to assist with planning, outreach, and facilitation of engagement sessions.
- b. The selected organization must have experience working with the communities of Fulton Hill, Church Hill, and Chimborazo Park.

2. Community Engagement Sessions

- a. Lessee shall attend three (3) preconstruction community engagement sessions coordinated by Lessor
- b. Lessee shall attend additional three (3) post construction community engagement sessions coordinated by Lessor
- c. Sessions must be held at accessible locations within the impacted communities and include multilingual outreach as needed.
- d. The engagement sessions should provide project updates, address concerns, and gather community input.

3. Community Benefits Agreement (CBA)

- a. Facilitate the creation of a Community Benefits Agreement (CBA) considering feedback from members.
- b. The CBA must clearly outline the explicit benefits of the project, including estimated cash value of these benefits for the surrounding neighborhoods.
- c. The final agreement must be reviewed and approved by cross departmental Directors to include the Director of Parks, Recreation & Community Facilities, Director of Planning & Development Review, and the Director of Public Works in collaboration with the Director of Sustainability for the City of Richmond.

4. Community Benefits Projects to be implemented under the Community Benefits Agreement may include:

- a. Pollinator Garden Installation (included in current rent payment)
- b. Electronic Vehicle charging station
- c. Community Park
- d. Youth Engagement
- e. Community Designed Aesthetic Features
- f. EV Charging Station Installation
- g. Litter Clean Up Campaigns
- h. Other sustainability and resilience efforts as determined by the community and approved by the vendor and the City of Richmond

(b) Implementation of the community benefits projects under the Community Benefits Account shall be funded by the Rent payments hereunder. Any costs incurred by Lessee or its affiliates related to the implementation or funding of the community benefit projects shall reduce the Rent payable to Lessor hereunder. Lessee shall agree to perform or subcontract the work necessary to implement specific community benefits projects in connection with the construction of the Solar Facility up to \$500,000 ("Lessee Implemented Benefits"). Lessee Implemented Benefits shall be mutually agreed upon by the Parties and shall be able to be completed prior to the schedule Commercial Operation Date of the Solar Facility. Upon execution of the Community Benefits Agreement, the Rent shall be adjusted to account for the cost of agreed upon projects to be implemented by Lessee in coordination with the construction of the Solar Facility. Lessor and Lessee shall agree upon the costs to implement the benefits under the Community Benefits Agreement.

(c) Lessor shall create a separate bank account, owned and controlled by Lessor, which Lessor may use in its discretion to cover the costs of community benefits projects to the extent such projects will not be performed by Lessee, or its affiliates, during construction of the Solar Facility (the "CBA Account"). Following the Commercial Operation Date Lessee shall pay annual Rent into the CBA Account. Lessee shall not have any further obligations under the Community Benefits Agreement other than to complete the Lessee Implemented Benefits, as mutually agreed upon by the Parties and to pay Rent into the CBA Account. (d) Lessee's obligations under the Community Benefits Agreement shall terminate upon termination of this Lease. In the event that this Lease is terminated prior to the Commercial Operation Date pursuant to Section 2.06(c) Lessee shall have no obligations to fund the CBA Account or implement any of the community benefits projects.

2.05 Rent

(a) The Lessee shall pay the Lessor a one-time non-refundable payment of \$20,000 upon execution of this Lease which shall be due and payable within 20 days of the Effective Date.

(b) The Lessee shall pay the Lessor a payment of \$10,000 annually, payable on each anniversary of the Effective Date prior to the Commercial Operation Date ("Discovery and Construction Period Rent").

(c) Commencing on the Commercial Operation Date and continuing throughout the Lease Term, Lessee shall pay to Lessor annual rent ("Rent") in the amount Two Thousand Five Hundred Dollars (\$2,500) per acre of the Leased Premises which amount shall be payable on July 1st of each year in annual installments in advance to Lessor. No other rent shall be due under the terms of this Lease. Rent payments shall be adjusted to account for any costs incurred by Lessee to implement community benefit projects as agreed to by Lessor and Lessee under the Community Benefits Agreement by

subtracting the CBA Value from the CBA Limit. All Rent payment shall be paid into the CBA Account unless otherwise directed by the Lessor.

(d) The annual lease payments shall increase by 3% each calendar year to account for inflation and changes in the value of the Leased Premises.

2.06 Terms.

(a) The term of this Agreement ("Initial Term") shall commence on the Effective Date and, unless sooner terminated pursuant to the provisions of this Lease, shall continue until 11:59pm on the day preceding the thirty-fifth (35th) anniversary of the Commercial Operation Date.

(b) Extensions. At the expiration of the Initial Term, Lessee shall have the option to extend the term for up to two (2) consecutive periods of two years and six months (2.5) years each, upon 60 days advance written notice to Lessor prior to expiration of the then-current term. Such written notice shall be provided pursuant to the terms of the notice provision of this Agreement. If extended, the Agreement shall be by mutual assent and on terms and conditions mutually agreed to by the Parties. Any extension shall be referred to as the "Extension Term." The Initial Term and the Extension Term shall be referred to collectively as the "Lease Term." Notwithstanding the foregoing, in no event shall the Lease Term extend beyond the date which is forty (40) years from the Effective Date.

(c) Early Termination Prior to Installation. If, prior to the commercial operation of the Solar Facility any of the following events occurs, Lessee shall have right to terminate this Agreement upon written notice to Lessor without penalty and without triggering any default provisions in this Agreement or incurring any liability under this Agreement and in the case where any installation work has been initiated, to remove any and all Solar Facility infrastructure or components from the Property:

(i) Lessee is unable to obtain all interconnection approvals or any other government or utility approvals or permits required by law or by the Utility to be obtained for construction, installation or operation of the Solar Facility, all on terms and conditions acceptable to Lessee in its sole discretion;

(ii) Lessee determines that the Solar Facility, if constructed, would be in violation of Lessor's zoning bylaws, and Lessee is unable to get zoning approval, conditional use permit or special use permit for installation of the Solar Facility on terms and conditions acceptable to Lessee in its sole discretion and without Lessee having to incur expenses and obtain such approvals which Lessee considers unreasonable in its sole discretion;

(iii) Lessee is unable to qualify the Solar Facility for the Shared Solar Program or another commercially viable offtake program after attempting to seek such qualification prior to the Commercial Operation Date of the solar facility;

(iv) Lessee determines there exists site conditions at the Leased Premises (including environmental site conditions) or construction requirements which, despite Lessee's examination of the Leased Premises before execution of this Agreement, were not known as of the Effective Date, and which will substantially increase the cost of the construction of the Solar Facility; Such site condition exclude any obvious, patent or discoverable conditions of the Leased Premises which were known or should have been known to Lessee upon Lessee's inspection and examination of the Leased Premises.

(vi) Lessee is unable to obtain all Governmental Approvals and any related permits and approvals of any Governmental Authority or from the Utility for installation and operation of the Solar Facility and for the sale and delivery of Energy to the Utility or an off taker pursuant to the PPA or applicable offtake program, on the terms and conditions contemplated by the terms of this Agreement and reasonably acceptable to Lessee;

(vii) Lessee discovers any title defect, encumbrance, restriction or other lien that will materially impair or adversely affect Lessee's Permitted Uses and Lessor is unable to clear such encumbrance from the record title within ninety days after notice thereof or

(viii) Lessee determines that the Solar Facility is not eligible for the federal energy investment tax credits at the 30% rate pursuant to sections 38(b)(1), 46, 48(a) and 48E of the Internal Revenue Code of 1986, including the amendments to such sections made by the Inflation Reduction Act of 2022, and as further amended from time to time.

(d) Early Termination by Lessor. The Lessor shall have the right to terminate this Lease upon at least ninety (90) days prior written notice delivered pursuant to the provisions in this Lease, to Lessee without triggering any default provisions in this Lease; provided that, upon any such termination the Lessor shall pay to the Lessee the Termination Payment as set forth in Exhibit D. Following such termination, where any installation work has been initiated, following receipt of the Termination Payment Lessee shall remove any and all Solar Facility infrastructure or components from the Property in accordance with Section 5.02. In the event this Lease is terminated pursuant to this Section 2.03(d) prior to the Commercial Operation Date, the Termination Payment include actual costs and expenses incurred by Lessee in connection with the development and construction of the Solar Facility, including non-cancellable orders, non-refundable deposits, financing fees and penalties and the costs of removal and decommissioning.

ARTICLE III. USE OF THE LEASED PREMISES; TAXES; INSURANCE

3.01 Permitted Uses.

Lessee shall use the Leased Premises for the sole purpose of developing, siting, designing, constructing, installing, operating, inspecting, testing, maintaining, repairing, replacing and removing the Solar Facility to generate Energy. Lessee shall comply with all applicable legal requirements in connection with the installation, operation, maintenance and removal of the Solar Facility. Lessee may engage subcontractors to perform the construction, installation, operation and maintenance work. Lessee shall provide to the Lessor copies of payment and performance bonds and certificates of insurance supplied by its subcontractors. All subcontractors shall possess licenses as required by applicable federal, state and local legal requirements.

3.02 Non-Interference with Insolation.

Lessor will not construct buildings or structures, initiate or conduct activities, plant trees or vegetation of any type or allow any trees or other vegetation on the Property or any city owned adjacent property owned by Lessor that would overshadow or otherwise block access of sunlight to the Solar Facility. Lessor hereby grants Lessee the right, but not the obligation, from time to time and upon at least seven (7) days prior notice to Lessor, to trim and to cut down and clear away or otherwise destroy any and all trees, vegetation and brush now or hereafter on the Property (or adjacent land under Lessor's control)

which now or hereafter in the reasonable opinion of Lessee may be a hazard to the Solar Facility, block access of sunlight to the Solar Facility and/or interfere with the exercise of Lessee's rights hereunder.

3.03 Title to Solar Facility.

All rights to, title to and possession of the Solar Facility (including without limitation, all additions, alterations, and improvements thereto or replacements thereof, all appurtenant fixtures, machinery and equipment installed therein, all transmission infrastructure), Environmental Attributes and Environmental Incentives belong solely to Lessee and shall remain the personal property of Lessee, and no part of the Solar Facility shall attach to or be deemed a part of, or fixture to, Lessor's real property. The Solar Facility (together with all other tangible property of Lessee on the Leased Premises) shall at all times retain the legal status of personal property as described under the provisions of the applicable state Uniform Commercial Code, and Lessee shall have the right to file a precautionary UCC Statement in the city land records or applicable filing office confirming that no part of the Solar Facility shall be deemed a fixture to the land.

3.04 Operation and Maintenance.

Lessee, at its sole cost and expense, shall operate and maintain the Solar Facility throughout the Lease Term, including, without limitation, making all necessary repairs and replacements to the Solar Facility, as determined by Lessee in its reasonable discretion, but in all cases in accordance with Applicable Legal Requirements. Lessee shall have the right, but not the obligation, at any time and from time to time during the Lease Term, at its expense, to make additions, changes, alterations, or improvements, structural or otherwise, to the Solar Facility. Lessee shall, all at its sole cost and expense, keep the Leased Premises as it relates to the Solar Facility in a clean and safe condition, and shall not commit, or permit its agents, employees, representatives or invitees to commit, waste to the Leased Premises.

3.05 Utilities.

Lessee shall pay charges imposed for water and other utilities used or consumed by Lessee on the Leased Premises during Lessee's occupancy of the Leased Premises or until the conclusion of the lease term, whichever is later.

3.06 Taxes.

- (a) If the Lessee is a for profit entity, it acknowledges that it will be subject to leasehold taxes under Virginia Code section 58.1-3200 and assessed as provided in Virginia Code section 58.1-3203.
- (b) Lessee shall be responsible for paying the taxing authority personal property taxes assessed against the Solar Facility and for any increase in real property taxes assessed on the Leased Premises to the extent such increase is directly related to the installation and operation of the Solar Facility.
- (c) The Lessee shall use reasonable efforts to obtain from the taxing authorities a separate assessment of personal property taxes for the Solar Facility. If such separate assessment shall be obtained, the personal property taxes assessed against the Solar Facility shall be paid by Lessee directly to the taxing authority on or before the date due.
- (d) Lessee shall have the right in its own name to make and prosecute application(s) for abatement of taxes or appeals for correction of assessments which relate to the Solar Facility, and Lessor agrees to cooperate fully with Lessee in this regard. Lessor agrees to sign all necessary instruments in connection with such application or appeal. Lessor shall not settle any such application or appeal without Lessee's prior written approval in each instance. If the Property is re-assessed for tax purposes because of transfer of ownership of the Property or other change in use by Lessor of the Property (other than use of the Leased Premises by Lessee for generation of Energy) during the Lease Term, the Lessee shall not be

responsible for payment of any increase in taxes, charges and assessments attributable to such re-assessment, which increase shall be the sole responsibility of Lessor.

3.07 Insurance.

(a) During the Lease Term, Lessee, at its sole cost and expense, shall procure and maintain and provide certificates of insurance for the following insurance:

(i) Workers' Compensation Insurance as required by the laws of the Commonwealth of Virginia and employer's liability insurance in the amount of \$500,000 by accident, each accident/\$500,000 by disease, each employee/\$500,000 by disease, policy limit.

(ii) Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

(iii) Automobile Liability Insurance - Combined single limit of \$1,000,000.

(iv) Professional Liability Insurance, covering errors and omissions, \$1,000,000 each occurrence and \$2,000,000 aggregate limit.

(v) Excess Liability Insurance, Umbrella Form - \$2,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, professional liability insurance, and employer's liability under workers' compensation insurance.

The Lessor shall be named as an additional insured on each such policy of Commercial General Liability Insurance and Automobile Liability Insurance. Lessee shall provide Lessor with certificates evidencing such insurance within thirty days after the Effective Date. All insurance proceeds paid under the insurance policies maintained by Lessee shall be paid to Lessee.

3.08 Mechanics Liens.

Lessee shall not create or suffer to be created or to remain, and shall promptly discharge, any mechanic's, laborer's, or materialmen's lien upon the Leased Premises and Lessee will not suffer any other matter arising out of Lessee's use and occupancy of the Leased Premises where the estate, rights and interests of Lessor in the Leased Premises or any part thereof might be impaired, except in accordance with and subject to the provisions of this Agreement.

If any mechanic's, laborer's, or materialman's lien shall at any time be filed against the Leased Premises, Lessee within thirty (30) days after notice to Lessee of the filing thereof, shall cause such lien to be discharged of record or bonded over by payment, deposit, bond, insurance, or otherwise.

3.09 Lessee Representations.

Lessee hereby represents and warrants to Lessor as of the Effective Date that:

(a) The execution of this Agreement by Lessee will not constitute a violation of nor be in conflict with nor constitute a default under any term or provision of any agreement or instrument to which Lessee is a party.

(b) The execution of this Lease has been duly authorized and each person executing this Lease on behalf of Lessee has authority to do so and to bind Lessee to all of the terms listed herein.

(c) There are no pending or threatened actions, suits, proceedings, inquiries or investigations before or by any judicial court or administrative or law enforcement agency against or affecting Lessor or its properties wherein any unfavorable decision, ruling or finding would adversely affect the validity or enforceability of this Lease or Lessor's ability to carry out its obligations under this Lease.

ARTICLE IV. LESSOR UNDERTAKINGS; CASUALTY; FORCE MAJEURE

4.01 Lessor's Representations.

Lessor hereby represents and warrants to Lessee as of the Effective Date that:

- (i) Lessor represents, warrants, and covenants that it is the fee owner of and has good, lawful and marketable title to the Property free of any liens, encumbrances, restrictions or covenants which may impact Lessee's proposed occupancy. In the event that any encumbrance, easement, restriction, covenant or similar instrument is found to impact, prohibit or adversely affect Lessee's ability to install, maintain or operate the Solar Facility, or interferes with insolation to the Solar Facility, Lessor shall make all commercially reasonable efforts to discharge, modify, amend or subordinate any such instrument so that Lessee's rights hereunder are not adversely impacted.
- (ii) There are no outstanding written or oral leases, purchase or sale agreements or other agreements or restrictions encumbering, or in any way affecting the Property, the Leased Premises or the rights granted to Lessee hereunder, and no person or entity has any right with respect to the Property, whether by option to purchase, contract or otherwise, that would prevent or interfere with any of Lessee's rights under this Agreement.
- (iii) The execution of this Agreement will not constitute a violation of nor be in conflict with nor constitute a default under any term or provision of any agreement or instrument to which Lessor is a party or by which the Property or any part thereof is bound.
- (iv) The Property is in compliance with all Applicable Legal Requirements including all Environmental Laws. Lessor is unaware of any site conditions that would materially increase the cost of installing the Solar Facility at the Leased Premises or that would materially adversely affect the ability of the Solar Facility as designed to produce Energy once installed. Lessor has not received written notice from any governmental authority or of any actual or potential violation of or liability under any Environmental Laws with respect to the Property. To the best of Lessor's knowledge, there are no Hazardous Materials present on, in or under the Property in violation of any Applicable Legal Requirements, and there is no underground storage tanks located on or under the Property.
- (v) The execution of this Lease has been duly authorized and each person executing this Lease on behalf of Lessor has authority to do so and to bind Lessor.
- (vi) There are no pending or threatened actions, suits, proceedings, inquiries or investigations before or by any judicial court or administrative or law enforcement agency against or affecting Lessor or its properties wherein any unfavorable decision, ruling or finding would adversely affect the validity or enforceability of this Lease or Lessor's ability to carry out its obligations under this Lease.

4.02 Lessor Covenants.

- (i) Lessor covenants and agrees to give Lessee possession of the Leased Premises during the Lease Term, free and clear of all structures, Lessees and occupants of which are controlled, directed, authorized or maintained by the City. Lessor shall have no right to enter onto the Leased Premises during the Lease Term except upon bona fide emergency to protect life and property (subject to Section 3.05) and except for the purpose of inspection. Lessor and its employees and invitees and contractors shall not interfere with or handle any of Lessee's equipment or the Solar Facility without written authorization from Lessee.
- (ii) In the event Lessor encumbers the Property subsequent to the date of this Agreement, (i) the Lease shall be in a first priority position (i.e., no senior monetary liens may encumber the Property other than real estate taxes and assessments that are a lien not yet due and payable), or (ii) the holder of each mortgage, deed of trust or other monetary encumbrances (i.e., mechanics' liens, judgment liens, tax liens, etc.) shall execute and deliver to Lessee a fully executed and acknowledged non-disturbance agreement in a commercially reasonable form, and reasonably acceptable to Lessee and any Financing Party. Lessor shall during the Lease Term comply with all Applicable Legal Requirements applicable to the Property. Without limiting the foregoing, Lessor covenants that it will not take any action to cause any Governmental Authority to revoke any Governmental Approval necessary for Lessee's use. Lessor agrees to comply with any covenant or undertakings in any Applicable Legal Requirements to the extent required to be undertaken or performed after the date of this Agreement.

4.03 Quiet Enjoyment.

Lessor covenants and agrees the Lessee's quiet and peaceful enjoyment of the Leased Premises shall not be disturbed or interfered with by the Lessor, or any person claiming by, through or under the Lessor such as Lessor is able to covenant and agree.

4.04 Lessor's Consent.

Lessor agrees that whenever it is provided in this Agreement that the prior consent or approval of Lessor is required, Lessor will not unreasonably withhold, condition or delay the giving of such consent or approval.

4.05 Hazardous Materials.

- (a) Lessor Hazardous Materials. Lessee shall not be responsible for any liabilities, damages, costs, or expenses related to: (i) any pre-existing Hazardous Materials encountered at, released from, or transported from the Property; or (ii) any Hazardous Materials brought onto the Property or released by Lessor or Lessor's agents, employees, contractors, subcontractors, licensees, or invitees (items (i) and (ii) together ("Lessor Hazardous Materials")). Lessor shall indemnify and hold harmless Lessee from any liability, damages, costs or expenses (including reasonable attorneys' fees) incurred by Lessee arising out of or related to the Lessor Hazardous Materials. Upon encountering any materials that Lessee suspects may constitute Lessor Hazardous Materials, Lessee shall immediately notify Lessor and may suspend work in the affected area as reasonably necessary until such materials are properly remediated by

Lessor; provided, however, that Lessee shall not be responsible for any liabilities, damages, costs or expenses related to such Lessor Hazardous Materials.

(b) Lessor Remediation. If Lessor Hazardous Materials are encountered at the Property in violation of any Applicable Legal Requirements and prevent or interfere with the installation of the Solar Facility, Lessor shall remediate such Lessor Hazardous Materials at its own cost and expense. Lessee shall stop work in the affected area until Lessor can demonstrate that all required remediation is complete. After the Commercial Operation Date, if Lessor Hazardous Materials are encountered at the Leased Premises, and Lessor is required by Applicable Legal Requirements to remediate the Lessor Hazardous Materials, then Lessor shall notify Lessee in writing of the extent of Lessor's planned remediation. If the Solar Facility must be removed for, or Lessee's ability to operate, inspect, test, maintain, repair or replace the Solar Facility is hindered in any way by, Lessor's performance of such remediation, Lessor shall be responsible for all costs incurred by Lessee to remove, store and reinstall the Solar Facility or any part thereof, and lost revenue due to such downtime, and the Lease Term shall be extended day for day for each day of interruption due to Lessor's remediation.

(c) Lessee Hazardous Materials. Lessee shall not introduce or use any Hazardous Materials on, in or under the Leased Premises in violation of any Applicable Legal Requirements. If Lessee directly causes a release of Hazardous Materials, Lessee shall perform all required remediation. Lessee shall maintain any and all responsibility for any liabilities, damages, costs or expenses related to (i) any release of Hazardous Materials caused by the Lessee; or (ii) any Hazardous Materials brought by the Lessee to the Property or released by the Lessee's agents, employees, contractors, subcontractors, licensees or invitees (items (i)) and (ii) together ("Lessee Hazardous Materials")). Lessee shall indemnify and hold harmless Lessor from any costs or expenses incurred by Lessor due to any release of Hazardous Materials on the Leased Premises caused by Lessee or its subcontractors in excess of quantities allowed under Applicable Legal Requirements.

4.06 Casualty & Condemnation.

(a) In the event that, through no fault of Lessee, the Leased Premises are so damaged or destroyed by fire or other casualty so as to make the use of the Leased Premises entirely unsuitable for the operation of the Solar Facility, Lessee may terminate this Lease upon thirty (30) days written notice to Lessor delivered pursuant to the provisions of this Agreement. In the event of such termination, Lessee shall remove the Solar Facility and restore the Premises to its original condition in accordance with Section 5.

4.07 Force Majeure.

To the extent either Party (Lessor or Lessee) is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "Claiming Party") gives written notice pursuant to the terms of the notice provision of this Agreement. and details of the Force Majeure to the other Party as soon as practicable, then the

Claiming Party will be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure, but the period of time to pay shall be extended if Lessor is prevented from paying due to Force Majeure). The Party affected by Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure for so long as the claim of Force Majeure continues.

ARTICLE V. DEFAULT AND TERMINATION

5.01 Default.

(a) Default by Lessor. Any of the following events shall constitute an Event of Default by Lessor:

(i) Lessor fails to keep, observe or perform any of the material terms set forth herein, and such failure continues for more thirty (30) days after a written notice from Lessee to Lessor; provided that if such breach cannot be cured within such 30-day period, then Lessor shall have an additional period of time to cure as may be reasonable under the circumstances; or

(ii) Fraud or intentional misrepresentation by Lessor with respect to any provision in this Lease.

(b) Default by Lessee. Any of the following shall constitute an Event of Default by Lessee:

(i) Lessee fails to make any payment due under this Lease within sixty (60) days after such payment is due unless such payment is contested, and payment of any uncontested amount is not made within thirty (30) days of written notice to Lessee.

(ii) Lessee fails to keep, observe or perform any of the material terms set forth herein, and such failure continues for more thirty (30) days after a written notice from Lessor to Lessee; provided that if such breach cannot be cured within such 30-day period, then Lessee shall have an additional period of time to cure as may be reasonable under the circumstances;

(iii) Fraud or intentional misrepresentation by Lessee with respect to any provision in this Lease;

(iv) Lessee (A) is dissolved other than pursuant to a merger, (B) becomes insolvent; (C) makes a general assignment for the benefit of its creditors; (D) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within ninety (90) days thereafter; (E) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (F) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; or (G) has a secured party take possession of all or substantially all of its assets. None of the foregoing circumstances shall be grounds for terminating this Lease as long as all Rent and any other monetary charges payable by Lessee under this Lease are promptly paid by Lessee's Financing Party in accordance with the terms of this Lease.

(c) Remedies.

(i) Subject to the applicable notice and cure provisions of the Agreement, if at any time an Event of Default has occurred and is continuing, the non-defaulting Party, without limiting any rights or remedies available to it under this Agreement or Applicable Legal Requirements, but subject to Section 5.01(c)(ii) with respect to an Event of Default by Lessee, shall have the right, but shall not be obligated to, (x) terminate this Lease by providing written notice of such termination to the defaulting Party or (y) remedy such default for the account of the defaulting Party after the non-defaulting Party notifies the defaulting Party of its intention to remedy the default; provided, that Lessor shall not perform any maintenance or repair of the Solar Facility. All costs reasonably incurred by the non-defaulting Party to remedy such default shall be at the expense of the defaulting Party. The non-defaulting Party may exercise any right or remedy which may be available to it at law or equity including without limitation termination of this Agreement. Lessor acknowledges that Lessee will incur significant expenses in reliance on this Lease and that Lessee's access rights and right to receive sunlight as set forth in this Lease are essential to Lessee's business purpose and operation of the solar facility.

(ii) Lessor shall not suspend or terminate this Agreement unless it has provided Financing Parties with at least ninety (90) days written notice or such longer period of time as may be agreed to in writing between Lessor and Financing Parties. If a Financing Party (including a purchaser or transferee) pursuant to an exercise of remedies by such Financing Party shall acquire title to or control of Lessee's assets and shall cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person nor entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect. Any Financing Party shall be an intended third-party beneficiary of this Section 5.01(c). Neither Lessee being Bankrupt nor the insolvency of Lessee shall be grounds for terminating this Lease as long as all Rent and all other monetary charges payable by Lessee under this Lease are promptly paid by a Financing Party in accordance with the terms of this Lease. In calculating the amounts to be paid by Lessee following a termination for a Default by Lessee, Lessee shall be credited with the net proceeds of any rent obtained by Lessor by reletting the Leased Premises after deducting all of Lessor's reasonable expenses in connection with such reletting.

(iii) Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee will have the right to seek specific enforcement of this Lease. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

5.02 Surrender of Possession.

Within one hundred eighty (180) days after the expiration or earlier termination of this Agreement, Lessee shall remove the Solar Facility from the Leased Premises and return the Leased Premises to a neat and clean condition, to the satisfaction of the Lessor, reasonable wear and tear and damage by fire or other casualty and condemnation excepted; provided that (i) Lessee shall not be required to plant any trees or shrubs or re-sod, (ii) Lessee shall not be required to remove any concrete foundations installed for the Solar Facility, provided that any protrusions from such foundations are cut off at a minimum of two feet below grade; (iii) roadways may remain in place, (iv) buried conduit may remain in place, subject to consent of Lessor, and (v) other below ground components of the Solar Facility shall be left in place subject to consent of Lessor. Thereafter Lessee shall peaceably and quietly

leave, surrender and yield up to Lessor the Leased Premises, free of subtenancies. In connection with such removal, Lessor shall continue to provide Lessee with access to the Leased Premises without payment of further Rent or consideration during said 180-day period. The provisions of this Section shall survive expiration or earlier termination of this Lease. Any improvements not removed from the Leased Premises within the foregoing 180-day period shall be moved to a storage facility if Lessee has identified such a location and entered into an agreement with said storage facility to pay all moving and storage costs. If Lessee fails to identify such a facility, the Solar Facility shall be deemed abandoned and Lessor may deal with them as such. Lessor shall have the right to use the Decommissioning Assurance to pay for the removal of the Solar Facility, any costs associated with repairing any damage caused to the Leased Premises for the removal of the Solar Facility and/or to make such repairs or improvements to the Leased Premises to restore the Leased Premises to the condition in which they were required to be maintained under this Agreement. Lessee shall provide financial security for the removal of the Solar Facility ("Decommissioning Assurance") in the form selected in the discretion of Lessee and in the amount of \$613,105 which includes the costs of removal & recycling. For any Decommissioning Assurance required under this Lease in excess of such amount, the amount of the financial security shall be increased accordingly.

ARTICLE VI. INDEMNIFICATION

6.01 Indemnification by Lessee.

Lessee shall indemnify and hold harmless Lessor from and against any and all liabilities, costs, claims, and expenses incurred by Lessor in connection with or arising from any claim by a third party for physical damage to, contractors or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by the negligence or willful misconduct of Lessee or its agents, contractors, subcontractors, assigns, invitees or employees or others under Lessee's control during the Lease Term; *provided, however*, that Lessee's obligations pursuant to this Section shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Lessor.

6.02 Indemnification by Lessor.

To the extent permitted by law, Lessor shall indemnify and hold harmless Lessee from and against any and all liabilities, costs, claims, and expenses incurred by Lessee in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by the negligence or willful misconduct of Lessor or its agents or employees or others under Lessor's control during the Lease Term; *provided, however*, that Lessor's obligations pursuant to this Section shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Lessee.

6.03 Notice of Claims.

Any Party seeking indemnification hereunder (the "Indemnified Party") shall deliver to the other Party (the "Indemnifying Party") a written notice describing the facts underlying its indemnification claim and the amount of such claim (each such notice a "Claim Notice"). Such Claim Notice shall be delivered promptly to the Indemnifying Party after the Indemnified Party receives notice that an action at law or a suit in equity has commenced; *provided, however*, that failure to deliver the Claim Notice as aforesaid shall not relieve the Indemnifying Party of its obligations under this Section, except to the extent that such Indemnifying Party has been prejudiced by such failure.

6.04 Survival of Provisions.

The provisions of this Article VI shall survive the expiration or termination of this Agreement.

ARTICLE VII. ASSIGNMENT

7.01 Assignment;

Binding Effect. Except as provided in this Agreement, neither Party shall have the right to assign or transfer, whether voluntarily or by operation of law, any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed and which shall be delivered pursuant to the notice provisions in this Agreement.

7.02 Permitted Assignment by Lessee.

Notwithstanding anything to the contrary herein, Lessee may assign all or a portion of its rights and obligations hereunder to (i) to one or more Affiliates of Lessee, or (ii) to any person succeeding to all or substantially all of the assets of Lessee who must: (i) be of the same or better financial condition than Lessee as of the Effective Date; (ii) must have the same or better reputation in the industry than Lessee; (iii) must have the same or better knowledge, experience, and technical expertise than Lessee to construct and manage the Solar Facility in a commercially reasonable manner, (each, a "Permitted Transfer"). In the event of any such assignment, Lessee shall provide advance written notice to Lessor of the existence of such assignment, together with the name and address of the assignee, and documentation establishing that the assignee has assumed (or as of the closing of such transaction will assume) all or a portion of the Lessee's rights and obligations under this Agreement. Lessor agrees to promptly execute any document reasonably requested in acknowledgement of such assignment and in consent thereto in accordance with the provisions hereof. If such assignment is a full assignment of all of Lessee's rights, and obligations under this Agreement, then Lessee shall have no further liability arising under this Agreement after the effective date of the assignment. Subject to the foregoing restrictions on assignment, this Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

7.03 Cooperation.

Lessor agrees that this Agreement shall survive any transfer of the Properties. In furtherance of the foregoing, Lessor agrees that it shall cause any purchaser, assignee, or mortgagee of the Properties to execute and deliver to Lessee an assignment and assumption of this Agreement simultaneously with the transfer of the Properties to such purchaser, assignee or mortgagee. Such assignment and assumption agreement shall contain an acknowledgement by the purchaser, assignee or mortgagee that it has no interest in the Solar Facility and shall not gain any interest in the Solar Facility by virtue of the transfer, other than the rights of Lessor hereunder.

7.04 Financing Provisions.

Notwithstanding any contrary provisions contained in this Agreement, including without limitation Section 7.01 and 7.02, Lessor specifically agrees, without any further request for prior consent but with advance written notice to Lessor, to permit Lessee to assign, transfer or pledge its rights under this Agreement and its rights to the Solar Facility as collateral for the purpose of obtaining financing or refinancing in connection with the Solar Facility (including, without limitation, pursuant to a sale-leaseback or partnership flip transaction) and to sign any agreement reasonably requested by Lessee or its Financing Party to acknowledge and evidence such

agreement. The Lessor agrees to cooperate with Lessee in the negotiation and execution of any reasonable amendment or addition to this Agreement required by the Financing Parties so long as such amendment or addition does not in any way materially alter or amend the rights and obligations of the Lessor herein.

7.05 Third Party Rights.

(a) Notice to Financing Party. Lessor agrees to give copies of any notice provided to Lessee by Lessor under Section 9 to any Financing Party or assignee permitted pursuant to Section 7.04.

(b) Exercise of Lessee Rights. Any Financing Party, as collateral assignee and if allowed pursuant to its contractual arrangements with Lessee, shall have the right in the place of Lessee, to any and all rights and remedies of Lessee under this Agreement. Such Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement, subject to the terms of this Agreement.

(c) Performance of Lessee Obligations. A Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Lessee hereunder or cause to be cured any default of Lessee hereunder in the time and manner provided by and subject to the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Lessee under this Agreement or (unless such party has succeeded to the Lessee's interests under this Agreement) to perform any act, duty or obligation of Lessee under this Agreement, but Lessor hereby gives such party the option to do so, provided any such cure, act, duty or obligation is performed in accordance with the terms of this Agreement.

(d) Exercise of Remedies. Upon the exercise of secured party remedies, including any sale of the Solar Facility by a Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Lessee to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Lessor of the transferee or assignee of this Agreement. Any such exercise of secured party remedies shall not constitute a default under this Agreement, unless the act of exercising such remedy itself constitutes an Event of Default.

(e) Lessor agrees that each Financing Party is a third-party beneficiary of the provisions of this Section.

(f) Lessor shall not exercise any rights to terminate or suspend this Agreement unless it shall have given the Financing Party a copy of prior written notice of its intent to terminate or suspend this Agreement specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within ninety (90) days after Lessee's cure period expires with respect to payment defaults and one hundred twenty (120) days with respect to all other defaults. The parties' respective obligations will otherwise remain in effect during any cure period.

(g) If pursuant to an exercise of remedies by a Financing Party, such party or its assignee shall acquire control of the Solar Facility and this Agreement, and shall within the time periods describe in the preceding paragraph (6) cure all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement, then such person or entity shall no longer be in default under this Agreement and this Agreement shall continue in full force and effect.

ARTICLE VIII. DISPUTE RESOLUTION

7.06 Resolution by Parties.

The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to the Agreement or the breach, interpretation, termination or validity thereof (a "Dispute") within forty-five (45) days after the date that a Party gives written notice of such Dispute to the other Party. Exceptions to Mediation.

The provisions of Section 8.01 shall not apply to requests for preliminary injunctions, temporary restraining orders, specific performance or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute.

ARTICLE IX. MISCELLANEOUS

9.01 Notices.

All notices, approvals, disapprovals or elections required or permitted to be given under this Agreement shall be in writing and shall be:

mailed, certified or registered mail, return receipt requested, or

sent by Federal Express or other professional carrier, to the Parties at the following addresses:

If to Lessor: Director of Sustainability
City of Richmond
900 E. Broad St.
Richmond, VA 23219

With a copy to City Attorney
900 E. Broad Street
Richmond, VA 23219

Attention: If to Lessee:

With a copy to:

Notices shall be deemed given upon delivery or tender of delivery to the intended recipient. Any notice sent by the attorneys representing a Party shall qualify as notice under this Agreement.

9.02 Additional Documents.

Upon the receipt of a written request from another Party, each Party shall execute such additional documents, instruments, estoppels, consents, confirmations and assurances, and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

9.03 Confidentiality.

If either Party or its representatives provides to the other Party or its representatives confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information

regarding the design, operation and maintenance of the Solar Facility or of a Party's business ("Confidential Information"), the receiving Party shall protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, but in any event not less than a commercially reasonable degree of care, and refrain from using such Confidential Information except in the negotiation and performance of this Agreement. Confidential Information also includes the terms of this Agreement; provided that either Party may provide this Agreement to any bona fide consultant, lender, contractor, advisor, affiliate or prospective investor of such Party as reasonably necessary, and on the condition that such Person agree to treat this Agreement as Confidential Information. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a Governmental Authority, under Applicable Legal Requirements or pursuant to a validly issued subpoena, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. Notwithstanding the foregoing, Lessee shall be permitted to make public statements with respect to this Lease or the Solar Facility. Lessee may also issue press releases regarding the commissioning and operation of the Solar Facility without the need for obtaining Lessor's consent.

9.04 Integration; Attachments.

This Agreement, together with any Exhibits attached hereto, constitutes the entire agreement and understanding between Lessee and Lessor with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof. Any attachments are specifically incorporated by reference. This Agreement cannot be changed or terminated orally.

9.05 Liens.

Lessor does not and shall not have a lien on any of Lessee's personal property, including, but not limited to, the Solar Facility, Lessee's trade fixtures, removable equipment, fixtures and all improvements ("Lessee's Assets"), and all of Lessee's Assets shall be deemed the personal property of Lessee in accordance with applicable state law and the UCC. Lessor expressly waives any lien, levy, rights of distraint or related rights, if any, granted or conferred upon Lessor by Applicable Legal Requirements on any of Lessee's Assets, and to the extent any such lien or other rights is nevertheless imposed upon Lessee's Assets, Lessor subordinates such lien to the lien of any Financing Party or mortgagee having a security interest in any of Lessee's Assets (a "Financing Party"), and will specifically acknowledge the rights of any Financing Party. This provision is operative without execution of any further documentation and may be relied on by any Financing Party in extending credit to Lessee. Any Financing Party shall be a third-party beneficiary of this section of this Agreement and may take action against Lessor (i) to enforce its rights and Lessee's rights or (ii) in the event of a breach by Lessor of its duties under this provision.

9.06 Amendments.

This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Lessee and Lessor and upon the proper consent to make such amendments from both Lessor and Lessee.

9.07 Waiver.

No waiver of any provision of this Agreement shall be effective unless set forth in writing signed by the Party granting such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing. The failure of Lessee or Lessor to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision in any other instance, or of any other provision in any instance. No single or partial exercise of any right under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right; and no waiver of any breach of or default under any provision of this Agreement shall constitute or be construed as a waiver of any subsequent breach of or default under that or any other provision of this Agreement.

9.08 Cumulative Remedies.

Except as set forth herein, any right or remedy of Lessee or Lessor shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

9.09 Governing Law; Jurisdiction; Forum.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any legal action or proceeding with respect to or arising out of this Agreement shall be brought in or removed to the Virginia state or federal courts. By execution and delivery of this Agreement, Lessee and Lessor accept, generally and unconditionally, the jurisdiction of the aforesaid courts.

9.10 Severability.

Any term, covenant or condition in this Agreement that to any extent is invalid or unenforceable in any respect in any jurisdiction shall, as to such jurisdiction, be ineffective and severable from the rest of this Agreement to the extent of such invalidity or prohibition, without impairing or affecting in any way the validity of any other provision of this Agreement, or of such provision in other jurisdictions. The Parties shall use good faith efforts to replace any provision, in writing, upon mutual consent, that is ineffective by operation of this Section with an effective provision that as closely as possible corresponds to the spirit and purpose of such ineffective provision.

9.11 Relation of the Parties.

The relationship between Lessee and Lessor shall not be that of partners, agents or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a joint venture, partnership or agency agreement between them for any purposes, including federal income tax purposes. Lessee and Lessor, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

9.12 Injunctive Relief.

The Parties acknowledge and agree that any violation or breach of the provisions of this Agreement may result in irreparable injury to a Party for which a remedy at law may be inadequate. In addition to any relief at law that may be available to a non-breaching Party for such a violation or breach, and regardless of any other provision contained in this Agreement, such Party shall be entitled to seek injunctive and other equitable relief and shall not be required to post any bond in connection therewith.

9.13 No Third-Party Beneficiaries.

Except as may be specifically stated herein, this Agreement is solely for the benefit of the Parties and their respective permitted successors and permitted assigns, and this Agreement shall not otherwise be deemed to confer upon or give to any other third party any remedy, claim, liability, reimbursement, cause of action or other right except as expressly stated in this Agreement.

9.14 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute but one agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) or tagged image format (.tif), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

9.15 No Public Utility.

Nothing contained in this Agreement shall be construed as an intent by Lessee to dedicate its property to public use or subject itself to regulation as a public utility, an electric utility, an investor- owned utility, a municipal utility, generation company or a merchant power plant otherwise known as an exempt wholesale generator.

9.16 No Recourse to Affiliates.

This Agreement is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

9.17 Non-Merger of Estates.

The interests of Lessor and Lessee in the Property shall at all times be separate and apart, and shall in no event be merged, notwithstanding the fact that this Agreement or the leasehold estate treated hereby, or any interest therein, may be held directly or indirectly by or for the account of any person who shall own the fee title to the Property, or any portion thereof; and no such merger of estates shall occur by operation of law, or otherwise, unless and until all persons at the time having any interest in the Property, including any leasehold beneficiary, shall join in the execution of a written instrument effecting such merger of estates.

9.18 Covenants Run with Land.

The Parties hereto covenant and agree that all of the conditions, covenants, agreements, rights, privileges, obligations, duties, specifications and recitals contained in this Agreement shall be construed as covenants running with the land and as extending to, inuring to the benefit of, and being binding upon, Lessor and Lessee, and their respective successors and assigns, to the same extent as if such successors and assigns were named as original Parties to this Agreement, all to the end that this Agreement shall always bind the owner and holder of any fee or leasehold interest in or to the Property and the Leased Premises.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement on the date first above written.

LESSOR: City of Richmond

Name:

Signature:

Title:

Date:

LESSEE:

BY:

Name:

Signature:

Title:

Date:

Approved as to Form



Assistant City Attorney

EXHIBIT A
THE PROPERTY

Lessor's Property contains the following parcels:

1. 3800 East Richmond Road Richmond, VA 23222 - (Latitude: 37.5293491760876, Longitude: -77.3963574758946), referenced as APN/PIN: E0003305030,
2. 1315 N 38th St, Richmond, VA 23223 - (Latitude: 37.530501252703, Longitude: -77.3967991288819), referenced as APN/PIN: E0001767009, and
3. 3800K E Richmond Rd, Richmond, VA 23223 - (Latitude: 37.5286780331882, Longitude: -77.3933082656939), referenced as APN/PIN: E0003305020.

EXHIBIT B
THE LEASED PREMISES

The Premises is a portion of Lessor's Property. This property is located at 3800 East Richmond Road, Richmond, VA 23223 and may allow for 25-30+ acres of land for development to include a ground-mounted solar array as well as a pollinator garden underneath. This encompasses 3800 East Richmond Road Richmond, VA 23222 (Latitude: 37.5293491760876, Longitude: -77.3963574758946), referenced as APN/PIN: E0003305030, 1315 N 38th St, Richmond, VA 23223 (Latitude: 37.530501252703, Longitude: -77.3967991288819), referenced as APN/PIN: E0001767009, and 3800K E Richmond Rd, Richmond, VA 23223 (Latitude: 37.5286780331882, Longitude: -77.3933082656939), referenced as APN/PIN: E0003305020, known as the Eastend Solar Farm site (the "Leased Premises");

The Premises shall be more specifically defined and attached hereto upon completion of a mutually acceptable ALTA survey of the Leased Premises.

A preliminary site plan is included on the next page.

EXHIBIT C
FORM OF MEMORANDUM OF LEASE

This NOTICE OF LEASE is made and entered into as of _____, by and between, the City of Richmond, a municipal corporation and subdivision of the Commonwealth of Virginia organized under the laws of Virginia, with its principal office located at 900 E. Broad Street, Richmond, VA 23219, (“Lessor” and “Grantor” for indexing purposes), and (“Lessee” and “Grantee” for indexing purposes).

Notice is hereby given of the following described lease:

Date of Lease: _____

Lessor: _____
City of Richmond
900 E Broad St. Richmond, VA 23219

Lessee: _____

Lessor’s Property: For Lessor’s title, see **Deed recorded at _____ County Registry of Deeds with APNs/PINs of E0003305030, E0001767009, E0003305020.**

Leased Premises: Leased Premises is more particularly described and depicted on Exhibit A hereto..

Initial Term: The term of the Lease began on _____ and shall terminate thirty years after the Commercial Operation Date of the Solar Facility being installed.

Extensions: Lessee has the option to extend the term for up to two (2) consecutive periods of two years and six months (2.5) years.

Access and Easement Rights. Lessor has granted to Lessee an access easement for the right of ingress and egress to and from the Leased Premises over and across the Property to and from Main Street as shown more particularly depicted and described on Exhibit B attached hereto. Lessor has granted to Lessee and easement in, on under or over and across the Property and adjacent property owned by Lessor for purposes of installing transmission facilities in the areas designated as “Utility Easement Area.”

Ownership of the Solar Facility: Lessee or Lessee’s assigns, will at all times retain title to and be the legal and beneficial owner of the Solar Facility, which will at all times retain the legal status of personal property of Lessee as defined under Article 9 of the Uniform Commercial Code. The Solar Facility will not attach to or be deemed a part of, or a fixture to, the Site, notwithstanding the manner in which the Solar Facility is or may be affixed to the real property of Lessor. The term “Solar Facility” is defined in the Lease as an integrated Solar Facility and assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, switches, wiring devices and wiring and interconnections with the local electric utility, to be installed by Lessee on the Site or within easement or access areas, inclusive of all other necessary and convenient equipment and appurtenances common to such a facility.

IN WITNESS WHEREOF, the Parties have caused this Notice of Lease to be duly executed under seal and delivered as of the date first written above.

LESSOR:

Name:

Signature:

Title:

Date:

CITY OF RICHMOND, VA

On _____, before me, _____, a
Notary Public, personally appeared _____, who proved to me on the basis
of satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacities, and that by his signature on
the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My Commission Expires: _____

[Signatures continue on next page]

LESSEE:

By:

Name:

Signature:

Title:

Date:

COMMONWEALTH OF MASSACHUSETTS

On _____, before me, _____, a
Notary Public, personally appeared _____, as
_____, duly authorized, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT D
TERMINATION PAYMENT SCHEDULE

Termination occurs at during the year following Commercial Operation Date*:	Early Termination Fee
1	\$22,005,979
2	\$20,204,337
3	\$18,672,870
4	\$17,298,871
5	\$15,885,816
6	\$14,587,088
7	\$14,200,198
8	\$13,787,667
9	\$13,347,578
10	\$12,877,879
11	\$12,377,110
12	\$11,842,238
13	\$11,270,753
14	\$10,659,968
15	\$10,007,009
16	\$9,309,604
17	\$8,563,711
18	\$7,765,811
19	\$6,912,138
20	\$5,998,663
21	\$5,013,891
22	\$3,959,887
23	\$2,831,680
24	\$1,623,950
25	\$331,003
26	\$0
27	\$0
28	\$0
29	\$0
30	\$0
31	\$0
32	\$0
33	\$0
34	\$0
35	\$0

*If termination occurs prior to COD the termination payment shall be based on actual costs and expenses incurred by Lessee in connection with the development and construction of the Solar Facility and any community benefits projects prior to such date, including non-cancellable orders, non-refundable deposits, financing fees and penalties and the costs of removal and decommissioning.

