

**FIRST AMENDMENT OF SOLAR LEASE**  
**(Fort Pond)**

**THIS FIRST AMENDMENT OF SOLAR LEASE** (this "Amendment") is made effective April 16, 2021 (the "Amendment Date"), by and between **Fort Pond, LLC**, a Massachusetts limited liability company, (the "Landlord") and **Fort Pond Road Solar, LLC**, a Delaware limited liability company, (the "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Solar Lease dated December 5, 2019 (the "Lease");

WHEREAS, Landlord and Tenant desire to amend the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant agree to amend the Lease as follows:

1. **Deletion of Commercial Operation Date Deadline.** Landlord and Tenant agree that any and all references to any deadlines, time periods, or dates by which the Commercial Operation Date shall occur are hereby deleted such that there is no deadline or required time period for the Commercial Operation Date to occur under the Lease.

2. **Modification of Rent Commencement.** Notwithstanding any provision of the Lease to the contrary (i) the Rent Commencement Date shall be July 1, 2021, (ii) Tenant shall pay the Landlord the sum of \$150,000 on the Rent Commencement Date, said sum comprised of \$100,000 as Rent (with Rent to be paid annually on each anniversary of the Rent Commencement Date) and the \$50,000 payment referred to in Section 3 of this Amendment, and (iii) the Rent is subject to adjustment based upon the actual number of megawatts of installed capacity, which shall be determined after the Commercial Operation Date and updated for the subsequent rent payment.

3. **Completion of Landlord Work.** Landlord hereby agrees to remove rocks and gravel and complete all necessary grading of the Leased Property, according to the Site Plan of Earth Products Removal attached hereto as Attachment C, by April 30, 2021 ("Landlord's Work"), provided, however, Landlord will only be required to perform the Landlord's Work shown on Exhibit C within the Leased Property. As compensation for Landlord's Work contemplated by this Section, Tenant shall pay to Landlord a one-time additional lease payment equal to Fifty Thousand Dollars (\$50,000.00) which will be due and payable on the Rent Commencement Date.

4. **Modification of Leased Property.** The Site Plan attached to the Lease is hereby deleted and replaced with Attachment A to this Amendment. Landlord and Tenant agree to execute and record an Amended and Restated Notice of Lease to reflect the updated Leased Property.

5. **Well Use.** Landlord consents to and approves of Tenant accessing and using an existing well on the Property, and constructing a well within the Leased Property to access and use

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water for purposes of maintaining the Solar Facility. Tenant shall pay for any utilities consumed by Tenant in the operation of the existing well and the new well and for bringing utilities to the existing well and the new well.

6. **Modification of Landlord's Cleaning Obligations.** Notwithstanding Section 7(a)(iii) of the Lease to the contrary, if Landlord's activities on Landlord's remaining land causes airborne dust to exceed normal farming activities, as reasonably determined by Tenant, then on and after June of each calendar year Landlord shall pay for up to two (2) cleanings of the solar panels and related equipment of the Solar Facility but only to the extent that the Landlord's activities have caused the need for the cleaning.

7. **Tenant's Acknowledgement of Proposed Warehouse.** Landlord has notified Tenant, and Tenant acknowledges, that the construction of a warehouse has been proposed on the adjacent property located at 580 Fort Pond Road, Lancaster, Massachusetts. Based on the proposed plan, attached hereto as Attachment B, Tenant has determined that the warehouse will not encroach on Tenant's Solar Access Easement.

8. **Further Assurances.** In addition to the rights and obligations regarding estoppel certificates discussed in Section 10(b) of the Lease, Landlord shall, within ten (10) days after receipt of a written request from Tenant, execute and deliver any documents required for Tenant's financing purposes or generally in furtherance of the construction and operation of the Solar Facility.

9. **Legal Fees.** Tenant will reimburse Landlord for its reasonable attorney's fees associated with the review of this Amendment.

10. **Defined Terms.** Capitalized terms used herein that are not otherwise defined in this Amendment shall have the same meaning as set forth in the Lease.

11. **Conflict.** Insofar as the specific terms and provisions of this Amendment purport to amend or modify or are in conflict with the specific terms, provisions and exhibits of the Lease, the terms and provisions of this Amendment shall govern and control; in all other respects, the terms, provisions and exhibits of the Lease shall remain unmodified and in full force and effect.

12. **Due Authority.** Landlord and Tenant warrant and represent that they have read this Amendment, understand it, have consulted with their respective counsel regarding its legal effect, and have all necessary authority to execute, deliver and perform this Amendment.

13. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument binding on the parties hereto, notwithstanding that Landlord and Tenant are not signatory to the original or the same counterpart.

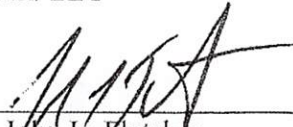
[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Landlord and Tenant have executed these presents as of the Amendment Date.

**LANDLORD:**

Fort Pond LLC

By:   
Name: John L. Fletcher  
Its: Manager

By:   
Name: James L. Fletcher  
Its: Manager

**TENANT:**

Fort Pond Road Solar, LLC,  
a Delaware limited liability company

By: Valta Solar, LLC  
Its: Manager

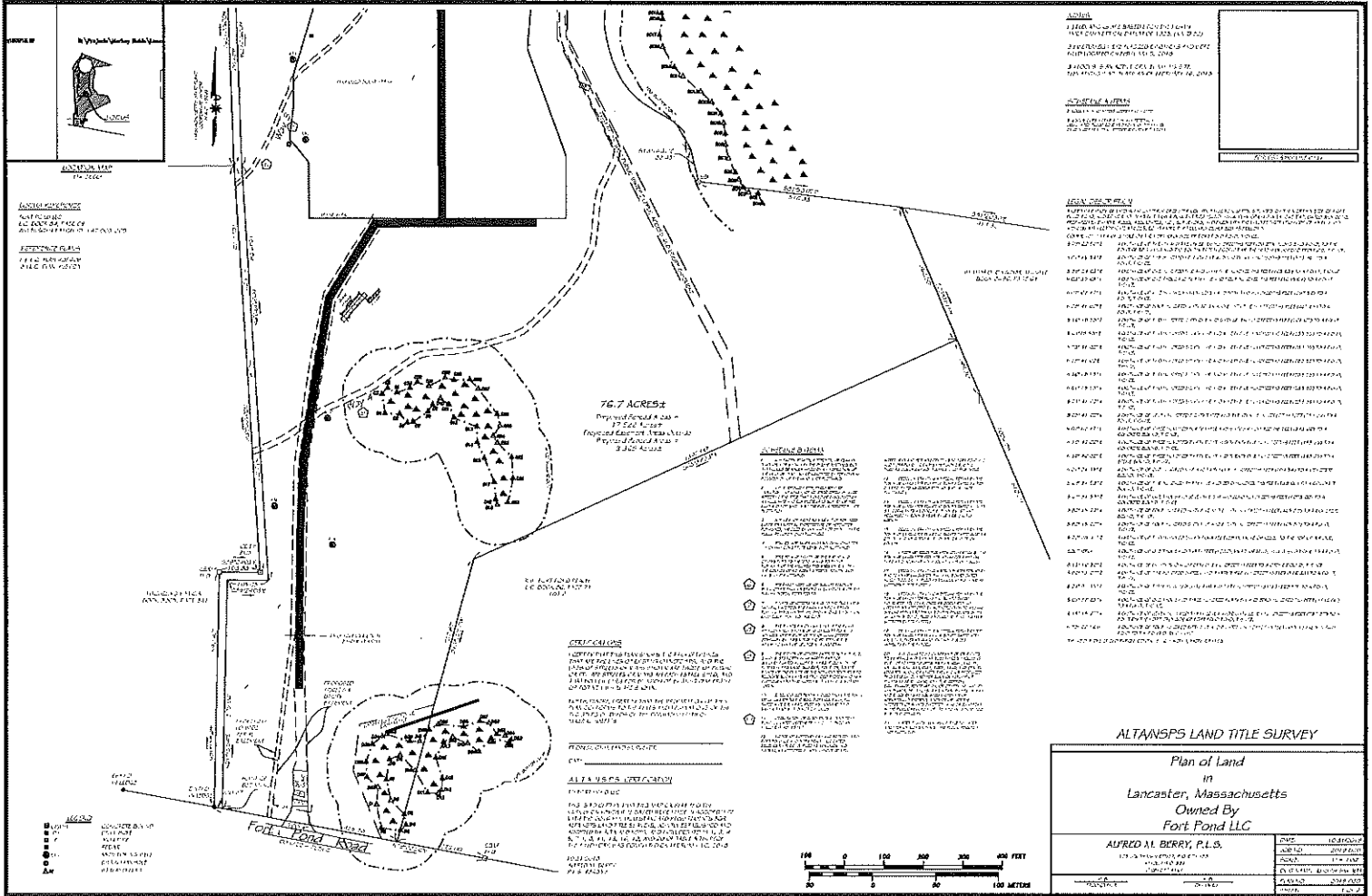
By:   
Name: Mark Milius  
Its: Manager

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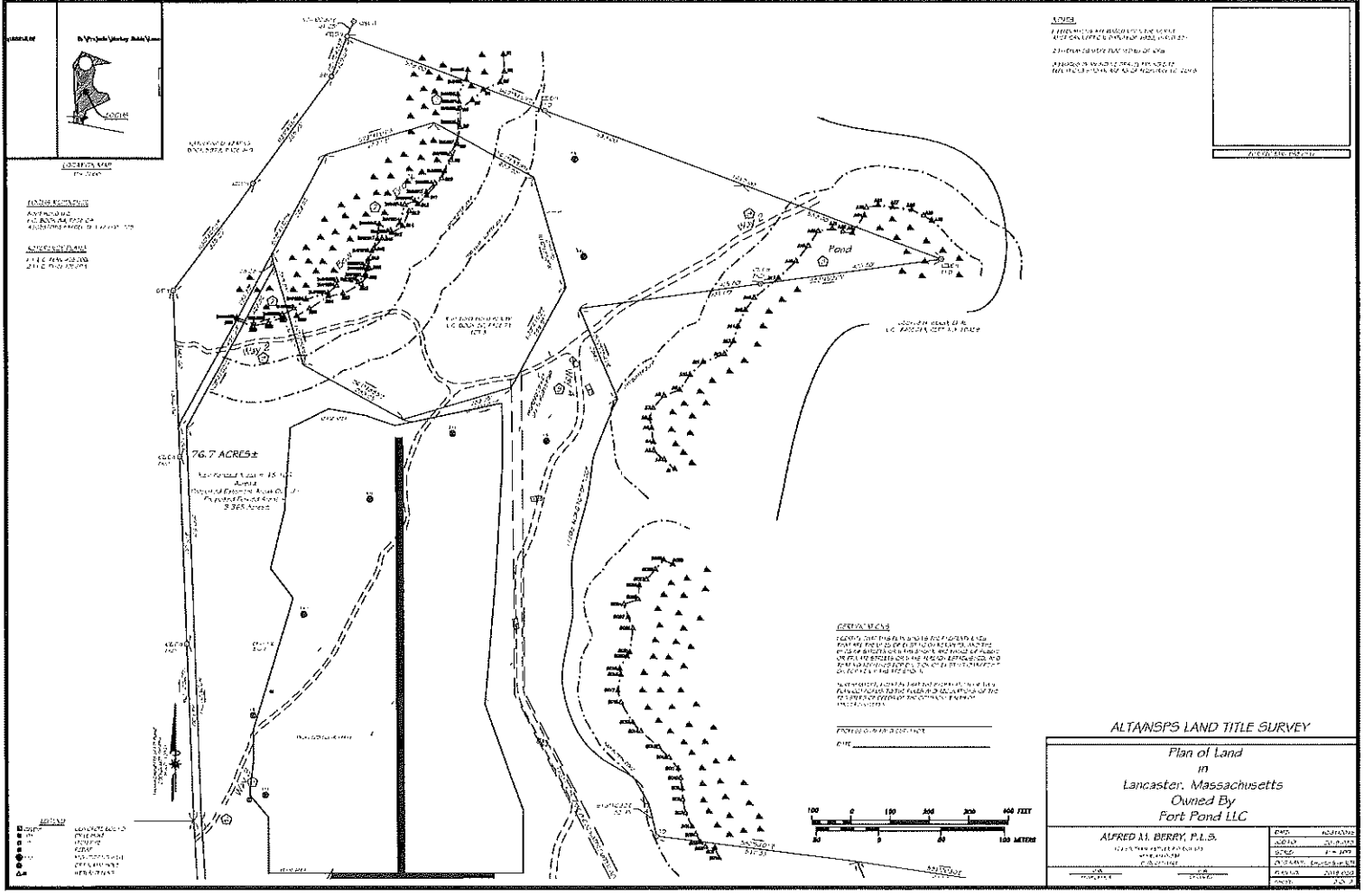
ATTACHMENT A

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**NOTES**  
 1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MASSACHUSETTS LAND SURVEYING ACT OF 1982, CHAPTER 270B.  
 2. THE SURVEY WAS CONDUCTED ON 08/14/2018.  
 3. THE SURVEY WAS CONDUCTED BY ALFRED M. BERRY, P.L.S., A LICENSED LAND SURVEYOR IN THE STATE OF MASSACHUSETTS.  
 4. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MASSACHUSETTS LAND SURVEYING ACT OF 1982, CHAPTER 270B.

ALTANSPS LAND TITLE SURVEY	
Plan of Land in Lancaster, Massachusetts Owned By Fort Pond LLC	
ALFRED M. BERRY, P.L.S. LICENSED LAND SURVEYOR 1000 WASHINGTON STREET LANSING, MASSACHUSETTS 01904	DATE: 08/14/2018 SCALE: AS SHOWN PROJECT: ALTANSPS LAND TITLE SURVEY SHEET: 1 OF 1

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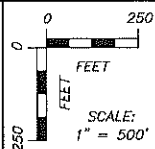
**ATTACHMENT B**

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CONCEPTUAL SITE PLAN OF LAND IN  
**LANCASTER, MASSACHUSETTS**  
 LOCATED ON  
**FORT POND ROAD**



PREPARED FOR  
**RAND-WHITNEY CONTAINER LLC**  
 1 AGRAND ST.  
 WORCESTER, MA 01607-1699  
 TEL: 617 877-4531 FAX: 508 792-1578

DESIGN: SJM  
 DRAWN: SJM  
 CHECK: SJM  
 REF: 149

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**S. J. MULLANEY ENGINEERING, INC.**  
 CIVIL SITE DESIGN & PERMITTING

305 WHITNEY ST. - SUITE G3 - P.O. BOX 752 - LEOMINSTER, MA 01453-0752  
 TEL: 978 534-3131 - FAX: 978 534-3197 - EMAIL: info@sjmullaney.com

SHEET **1** OF **1**

PLAN NO.  
**172-A-4**

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ATTACHMENT C

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