

fe

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:



Bk: 71203 Pg: 139 Doc: LEASE
Page: 1 of 6 06/25/2018 08:28 AM

Citizens Enterprises Corporation
88 Black Falcon Avenue Center Lobby, Suite 342
Boston, MA 02210
Attn: Brian Morrissey
Phone: 617-951-0405

(Space above this line for Recorder's use only)

MEMORANDUM OF LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF LEASE AND EASEMENT AGREEMENT is made and entered into as of June 5, 2017 (this "Memorandum"), by and between Ashland Solar LLC, a Massachusetts limited liability company (the "Tenant"), and Megunko Transit District, LLC, a Massachusetts limited liability company (the "Landlord").

WHEREAS:

A. As of June 5, 2017, Tenant and Landlord have entered into a Lease and Easement Agreement (the "Agreement") which by its terms grants to Tenant, its successors and assigns, a leasehold and easement interest in certain land located in Middlesex South County, Massachusetts, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property") for exclusive solar energy development and related rights, transmission lines and communication facilities, solar and weather monitoring and access on, over, under and across the Property.

B. The Permitting Term of this Agreement shall commence on the Effective Date and shall run until the earlier of (i) eighteen (18) months, or (ii) the start of construction activities on site (the "Start of Construction") (the "Permitting Term"), unless terminated earlier as permitted herein. The Construction Term of this Agreement shall commence at the end of the Permitting Term and shall run until the date that the Solar Farm is granted permission to operate the system in parallel with the utility grid (the "Commercial Operation Date"). Provided that the Commercial Operation Date has triggered the end of the Construction Term, the Initial Term of this Agreement shall commence on the Commercial Operation Date and shall run for twenty (20) years (the "Initial Term") and thereafter, the Initial Term shall automatically be extended by up to three (3) terms of five (5) years each (the "Renewal Terms"), unless Tenant gives Landlord written notice of its intent not to renew at least sixty (60) days prior to expiration of the Initial Term or Renewal Term then in effect. Once the Tenant determines the Solar Farm has reached the end of its useful life, which will be at the completion of either the Initial Term or one of the Renewal Terms, the Tenant shall remove all equipment associated with the Solar Farm and bring the site back to its original condition (the "Removal Term"). The Permitting Term, the Construction Term, the Initial Term, the Renewal Terms, and the Removal Term are sometimes collectively referred to herein as the "Term".

Address: Off Megunko Road, Ashland, Massachusetts

C. Any rights granted by Landlord pursuant to Section 3 of the Agreement, which are first subject to the prior written consent of Tenant, are subject to and subordinate in all respects to the Agreement and the rights of Tenant.

D. The Agreement shall be subject and subordinate to each mortgage or deed of trust identified in a title report or writing, provided that, so long as no default on the part of Tenant has occurred and continued beyond applicable notice and cure periods, any such holder of a mortgage or deed of trust shall not disturb Tenant's possession and shall recognize Tenant's rights under this Agreement. Tenant's obligation to subordinate this Lease to any future mortgage or deed of trust shall be subject to the condition precedent that any such mortgagee or trustee execute and deliver to Tenant an agreement pursuant to which Tenant shall agree to attorn to such mortgagee or trustee and such mortgagee or trustee shall agree not to disturb Tenant's possession of the Property in accordance with this Agreement.

E. Tenant hereby assents to the Grant of Environmental Restriction and Easement granted by Landlord to the Massachusetts Department of Environmental Protection dated as of December 28, 2012 and recorded with the Middlesex South Registry of Deeds in Book 62400, Page 377, and agrees that this Memorandum shall be subject to said Grant and to the rights created by and under said Grant insofar as the interests created under this Memorandum affect the Property, as identified in the Grant and confirming for all purposes said Grant had been executed, delivered and recorded prior to the execution, delivery and recordation of this Memorandum.

F. The Parties desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the existence of the Agreement, of the leasehold and easement interests of Tenant in the Property, and related rights granted to Tenant in the Property as part of the Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Agreement to be paid and performed by Tenant, Landlord hereby leases the Property to Tenant and Tenant leases the Property from Landlord. Landlord further grants to Tenant those easements and related rights on, over, under and across the Property on the terms and conditions set forth in the Agreement. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

[Signature Page to Follow]

The Parties have executed this Memorandum of Lease and Easement Agreement as of the date set forth above.

"LANDLORD"

MEGUNKO TRANSIT DISTRICT, LLC, a
Massachusetts limited liability company


By: 
Name: Robert E. Gayner
Its: Manager

COMMONWEALTH OF ~~MASSACHUSETTS~~ *New Hampshire*

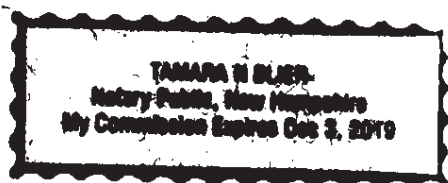
County of *Belknap*ss.,

June 18, 2018

Then personally appeared before me, the undersigned notary public, the above-named Robert E. Gayner, the Manager of Megunko Transit District, LLC, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument was signed voluntarily, and as his free act and deed on behalf of Megunko Transit District, LLC as the Manager.



Notary Public
My Commission Expires:



"TENANT"

ASHLAND SOLAR LLC,
a Massachusetts limited liability company

By: *Ernest J. Panos*
Name: Ernest J. Panos
Its: A Manager

COMMONWEALTH OF MASSACHUSETTS

County of SUFFOLK, ss.,

JUNE 21, 2018

Then personally appeared before me, the undersigned notary public, the above-named Ernest J. Panos, a Manager of Ashland Solar LLC, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument was signed voluntarily, and as his free act and deed on behalf of Ashland Solar LLC as a Manager.

Lu-Ann C. Fiore
Notary Public
My Commission Expires: MARCH 12, 2021

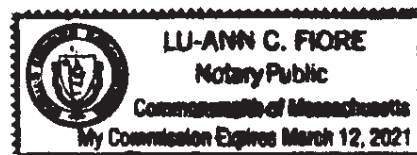


Exhibit A

**OFF HIGH STREET, OFF CHERRY STREET, MEGUNKO ROAD
AND WEST UNION STREET**

ASHLAND, MASSACHUSETTS

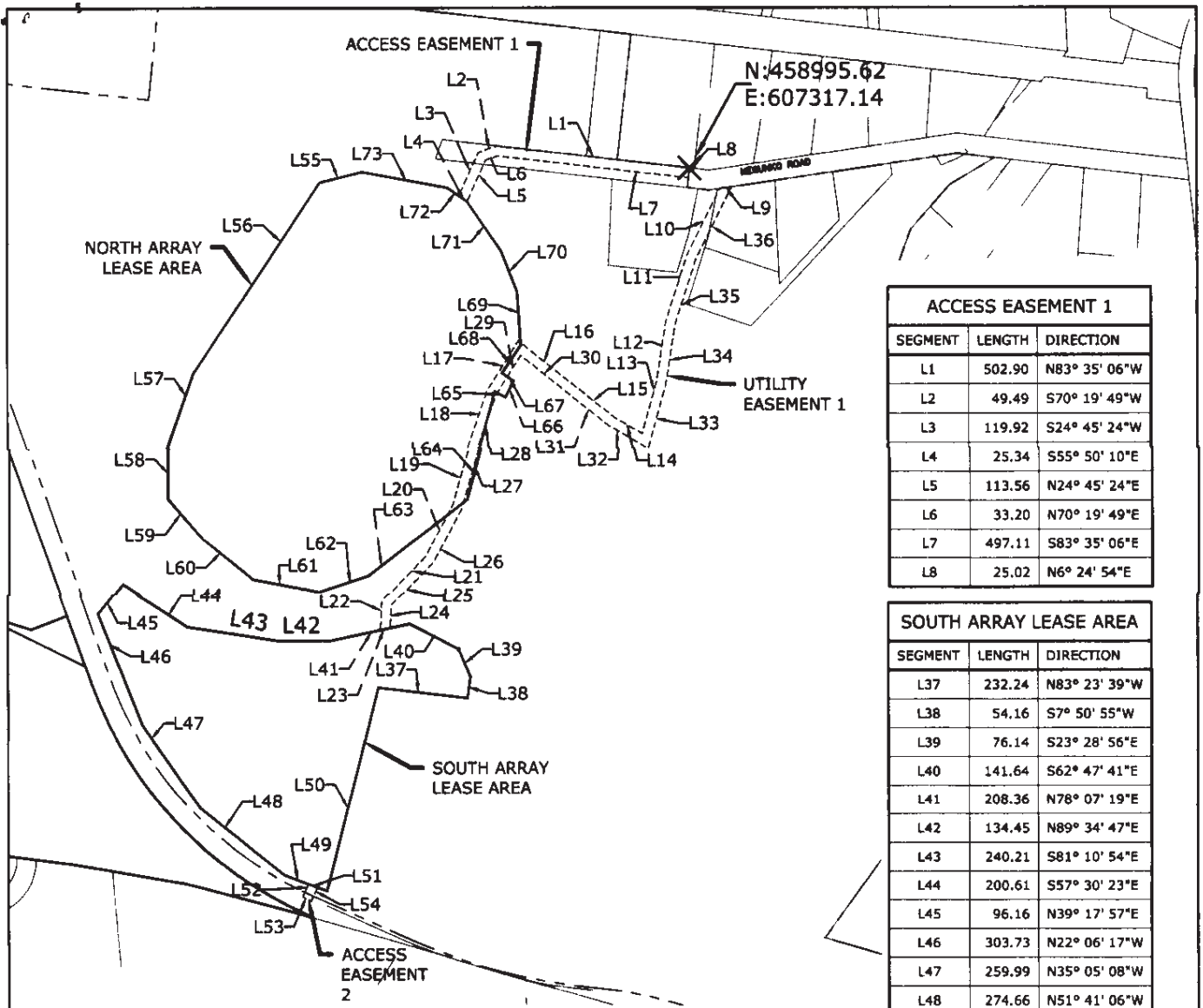
The Leasehold Estate is a portion of the following described premises:

Certain parcels of land situate in Ashland, Middlesex County, Massachusetts shown as Lot 3 containing 123.2227± acres on the plan entitled "Plan of Land in Ashland, MA" prepared for J.P.I Apartment Development, Inc. dated January 8, 2003 prepared by Hancock Survey Associates, Inc. and recorded as Plan 966 on July 28, 2006 at the Middlesex Registry of Deeds, Southern District.

Together with a legal right of access to and from West Union Street (Route 135) over the roadway identified as Parcel A-14, A-15, A-11, A-12, A-10, and A-9 as shown on a plan entitled "Land Acquisition Plan, Town of Ashland, Middlesex County" dated 08/09/00, recorded with said deeds as Plan 1139 (Sheets 1 and 2) of 2000, including the right to install utilities in said roadway and together with the benefit of access rights as set forth in Superior Court Stipulation dated March 10, 2004, a copy of which is recorded in Book 42346, Page 430 but subject to the terms set forth therein.

Together with the benefit of the Access Easement and Agreement between the Massachusetts Bay Transportation Authority and Megunko Transit District, LLC, dated July 18, 2007 and recorded in Book 49910, Page 118.

The current fee owner of the property is Megunko Transit District, LLC by Deeds recorded in the Middlesex South Registry of Deeds at Book 36623, Page 52, Book 36623, Page 53, Book 36623, Page 59, Book 36623, Page 64, Book 36623, Page 67 and a Land Court Decree (Withdrawal from Registered Land Status) at Book 37587, Page 162. ✓



ACCESS EASEMENT 1		
SEGMENT	LENGTH	DIRECTION
L1	502.90	N83° 35' 06"W
L2	49.49	S70° 19' 49"W
L3	119.92	S24° 45' 24"W
L4	25.34	S55° 50' 10"E
L5	113.56	N24° 45' 24"E
L6	33.20	N70° 19' 49"E
L7	497.11	S83° 35' 06"E
L8	25.02	N6° 24' 54"E

SOUTH ARRAY LEASE AREA		
SEGMENT	LENGTH	DIRECTION
L37	232.24	N83° 23' 39"W
L38	54.16	S7° 50' 55"W
L39	76.14	S23° 28' 56"E
L40	141.64	S62° 47' 41"E
L41	208.36	N78° 07' 19"E
L42	134.45	N89° 34' 47"E
L43	240.21	S81° 10' 54"E
L44	200.61	S57° 30' 23"E
L45	96.16	N39° 17' 57"E
L46	303.73	N22° 06' 17"W
L47	259.99	N35° 05' 08"W
L48	274.66	N51° 41' 06"W
L49	118.29	N69° 39' 30"W
L50	534.75	S14° 30' 01"W

NORTH ARRAY LEASE AREA		
SEGMENT	LENGTH	DIRECTION
L55	111.86	S76° 28' 26"W
L56	577.98	S34° 26' 23"W
L57	205.94	S20° 03' 08"W
L58	120.75	S0° 00' 00"E
L59	136.96	S41° 37' 11"E
L60	165.07	S51° 42' 57"E
L61	173.54	S79° 09' 57"E
L62	134.76	N72° 02' 57"E
L63	319.34	N52° 54' 29"E
L64	281.14	N15° 29' 36"E
L65	31.58	S62° 29' 27"E
L66	34.86	N27° 30' 33"E
L67	35.50	N56° 57' 58"W
L68	85.57	N34° 14' 00"E
L69	132.69	N3° 53' 14"W
L70	110.99	N21° 49' 20"W
L71	151.39	N35° 33' 03"W
L72	62.08	N55° 50' 10"W
L73	224.32	N79° 54' 32"W

UTILITY EASEMENT 1		
SEGMENT	LENGTH	DIRECTION
L9	30.64	S81° 50' 24"W
L10	187.61	S27° 09' 22"W
L11	175.59	S18° 14' 10"W
L12	150.64	S9° 02' 14"W
L13	135.40	S16° 00' 36"W
L14	82.55	N60° 23' 57"W
L15	148.06	N52° 30' 38"W
L16	165.48	N51° 54' 40"W
L17	149.00	S33° 02' 02"W
L18	151.74	S19° 35' 14"W
L19	149.77	S16° 24' 09"W
L20	147.13	S28° 04' 36"W
L21	157.70	S44° 35' 47"W
L22	74.35	S3° 07' 08"W
L23	25.88	N78° 07' 19"E
L24	58.19	N3° 07' 08"E
L25	151.87	N44° 35' 47"E
L26	153.31	N28° 04' 36"E
L27	151.63	N16° 24' 09"E
L28	148.10	N19° 35' 14"E

UTILITY EASEMENT 1		
SEGMENT	LENGTH	DIRECTION
L29	118.74	N33° 02' 02"E
L30	138.30	S51° 54' 40"E
L31	149.91	S52° 30' 38"E
L32	116.04	S60° 23' 57"E
L33	168.68	N16° 00' 36"E
L34	150.15	N9° 02' 14"E
L35	171.63	N18° 14' 10"E
L36	203.37	N27° 09' 22"E

ACCESS EASEMENT 2		
SEGMENT	LENGTH	DIRECTION
L51	25.08	S69° 39' 30"E
L52	35.91	N24° 58' 54"E
L53	25.00	N65° 01' 06"W
L54	37.94	S24° 58' 54"W



ASHLAND SOLAR LLC

**PLAN OF LEASE
ASHLAND, MASSACHUSETTS**

DATE: 5/23/2018	www.tighebond.com
SCALE: AS SHOWN	
FIGURE 1	