

HOWARD COUNTY DEPARTMENT OF PLANNING AND ZONING
Division of Land Development

DATE: April 14, 2015

DPZ File No. WP-15-129

Department of Planning and Zoning

- 1 Transportation Planning
1 Resource Conservation (Historic/Ag Pres)
Public Service and Zoning Administration
1 Research
Address Coordinator

- 1 Comprehensive & Community Planning
2 Development Engineering Division
Other
2 File

See:

Agencies

- Soil Conservation District
1 Department of Inspections, Licenses & Permits
1 Department of Fire and Rescue Services
1 State Highway Administration
1 Health Department
1 Public School System
1 Recreation and Parks
WSSC (Non-Residential Only)
MD Aviation Administration

- Tax Assessment
Verizon
BGE
Cable TV
Police
MTA
Finance
1 DPW, Real Estate Services
DPW, Construction and Inspection
DPW, Bureau of Utilities

RE: Constellation Solar Farm

ENCLOSED FOR YOUR = Signature Approval [] Review & Comments [x] Files []

THE ENCLOSED = Original [] Pre-Packaged Plan Set [x]

Table with 2 columns: Plans, # of Plans. Lists various plan types like Sketch Plan, Prel Equiv Sketch Plan, etc.

Table with 1 column: Supplemental Documents. Lists documents like Wetlands Report, Soils/Topo Map/Drain Area Map, etc.

Table with 2 columns: Applications, # of Plans. Lists applications like Waiver Petition Applic/Exhibit, Planning Board Application, etc.

WAS: [x] Received [] Tentatively Approved [] Recorded
[] Received and Revised [] Approved On April 14, 2015

COMMENTS: Due- 17 Working Days: 5/7/15

Check, initial and return to the Department of Planning and Zoning if plan is approved with no comments.

DPZ STAFF INITIALS: RJ

Howard County Department of Planning and Zoning
 Division of Land Development
WAIVER PETITION APPLICATION
[Waiver from Subdivision and Land Development Regulations]

Date Submitted/Accepted ¹⁴ April 8, 2015 DPZ File Number WP 5-129

I. Site Description

Subdivision Name/Property Identification: Constellation Solar Farm
 Location of property: 1740 Route 32 Sykesville, MD 21784
 (Street Address and/or Road Name)

Private Residence (Existing Use)	Solar Farm (Proposed Use)
9	0021
(Tax Map No.)	(Parcel No.)
03	37.23
(Zoning District)	(Total Site Area)
9999	5
(Grid/Block No.)	(Election District)

Provide a brief site history including reference to all previously submitted or currently active plans on file with the County (subdivision plans, Board of Appeals petitions, waiver petitions, etc.)
 No previous plans have been submitted since the Archdiocese took ownership. Since then the property has been used for farming and one residence.

II. Waiver Request

In accordance with Section 16.104 of the Howard County Subdivision and Land Development Regulations, the Department of Planning and Zoning, in conjunction with the Subdivision Review Committee **may grant waivers or modifications to the minimum requirements stipulated within the Regulations if it is determined that extraordinary hardships or practical difficulties may result from strict compliance with the regulations, or if it is determined that the regulations may be served to a greater extent by an alternative proposal.**

In the area below, the petitioner shall enumerate the specific numerical section(s) from the Subdivision and Land Development Regulations for which a waiver is being requested and provide a brief summary of the regulation. Attach a separate sheet if additional information is appropriate.

<u>Section Reference No.</u>	<u>Summary of Regulation</u>
1. 16.1201	This is the Forest Conservation sub-title which indicates that calculations for project use a "net tract area" which is typically the property area minus certain defined other areas. This request is to utilize the proposed project area instead of the entire property area for the "net tract area" for the purposes of the forest conservation worksheet because the project is focused only on a portion of the property area, which is beyond an existing forested area on the northern third of the property which is not part of the proposed project.
2.	
3.	
4.	
5.	

III. *Justification*

All waiver requests must be fully justified by the petitioner. Incomplete or inadequate justification may result in rejection of the application at the time of submission. Justification must be specific to the subject property. The justification provided by the petitioner should include all factors which rationalize or substantiate the request in accordance with the following criteria:

- a. Summarize any extraordinary hardships or practical difficulties which may result from strict compliance with the Regulations.
- b. Verify that the intent of the Regulations will be served to a greater extent through the implementation of the alternative proposal.
- c. Substantiate that approval of the waiver will not be detrimental to the public interests.
- d. Confirm that approval of the waiver will not nullify the intent of the Regulations.

PLEASE ATTACH A SEPARATE LETTER OF JUSTIFICATION TO SUPPORT THE WAIVER REQUESTS.

IV. *Pre-Submission Meeting Requirements*

- a. **Community Meeting Requirement** - If no previous subdivision plans and/or zoning or conditional use petitions were processed, a pre-submission community meeting is required for the initial plan submittal of all new residential development and for new non-residential development located within 200 feet of a residential zoning district or an existing non-residential development which is located within 200 feet of a residential zoning district and proposed for a floor area expansion of more than 25% in accordance with Sections 16.156(a) and 16.128 of the Subdivision and Land Development Regulations for waivers of the site development plan requirement. [See DPZ policy memo dated 3/22/04 for existing lots/parcels]. The property owner/developer must provide 3 weeks advance notice regarding the community meeting's date, time and location to all adjoining property owners identified in the records of the State Department of Assessments and Taxation and any community association that represents the geographic area of the subject property by first class mail; and sent electronically to any community association registered with the County for projects in a certain geographic area; the Howard County Council; and DPZ, which will place the meeting notice on the DPZ's website. The developer shall send a copy of the minutes and written responses to the meeting attendees and DPZ, either electronically or by first class mail. **A certification that meeting notices were mailed, contact information for the attendees and a copy of the minutes and a written response with a dated return mail receipt or dated email attached to all of the major comments recorded at the meeting must be submitted to DPZ along with the initial plan application. The meeting minutes, including a written response to all questions, shall be sent to all meeting attendees within 60 days of the meeting either electronically or by first class mail [Council Bill 6-2011].**
- b. **HDC Meeting Requirement** - A pre-submission advisory meeting with the Historic District Commission is required for new development located within a Historic District or if the site contains a historic structure (50 years or older) in accordance with Section 16.603A of the Howard County Code. Verify this requirement by checking the Historic Sites Inventory list and maps available at the DPZ public service desk or checking with the Resource Conservation Division. The property owner/developer must contact the DPZ, Resource Conservation Division for the HDC scheduling process and procedures. **The property owner/developer must submit a copy of the minutes from the HDC Advisory Meeting to DPZ along with the initial subdivision or site development plan application.**
- c. **MAA Meeting Requirement** - For all proposed subdivisions or developments located within the BWI Airport Noise Zone or the Airport Zoning District (4 mile radius from the center of the airport), the review and approval by the Maryland Aviation Administration is required prior to signature approval of final plan road and SWM construction drawings, and/or site development plans, or waiver approval of SDP. Please contact the MAA at P.O. Box 8766, BWI Airport, Maryland, 21240-0766, or (410) 859-7100. A copy of the MAA approval letter must accompany the submission of the final road/SWM construction plan original drawings, and/or site development plan original, or waiver petition application.

- d. **Design Advisory Panel (DAP)** – A pre-submission advisory meeting with the Design Advisory Panel is required for sketch and preliminary equivalent sketch plans that are submitted on or after November 3, 2008 for new development or redevelopment projects on parcels located in the U.S. Route 1 corridor that are zoned 'CE', 'CAC' or 'TOD' or that adjoin the Route 1 right-of-way and that are subject to the Route 1 Design Manual; on parcels located within the U.S. Route 40 corridor that are zoned 'TNC' or that are subject to the Route 40 Design Manual; on parcels which age-restricted adult housing is to be constructed pursuant to a conditional use; on redevelopment parcels located in the New Town Village Centers with boundaries proposed by a property owner or established by the Zoning Board or County Council; and for revitalization and redevelopment of Downtown Columbia in accordance with Sections 16.1501 and 16.1504 of the Howard County Code. The property owner/developer must contact the DPZ, Division of Comprehensive and Community Planning to verify this requirement and for information concerning the DAP meeting scheduling process and procedures. **The property owner/developer must submit a copy of the DAP project design recommendations to DPZ along with the initial subdivision plan application.**

V. **Plan Exhibit**

A. **Number of Copies Required**

The waiver petition application must be accompanied by copies of a detailed plot plan, subdivision plat or site development plan (**15 sets of the completed waiver application and plan exhibit if the subject property adjoins a County road; 19 sets for properties adjoining a State road**). In instances where the waiver request concerns an approval extension or if an associated plan is in active processing, only 2 sets of plans are required along with 15 or 19 copies of the application form. **Plans must be folded to a size no larger than 7-1/2" x 12". The pre-packaging of plans and supplemental reports by SRC agency will be permitted by DPZ provided that each package contains a cover letter which itemizes all plans, reports and documents included in the package.**

Please be advised that all plan application submissions are ACCEPTED BY APPOINTMENT ONLY. All plan submission appointments must be scheduled with the Division of Land Development at (410) 313-2350.

Plan applications are available on the DPZ website at <http://www.co.ho.md.us/DPZ/formsfeesapplications.htm>.

B. **Plan Requirement Checklist**

The detailed waiver petition exhibit, plot plan, subdivision plan or site development plan must indicate the following required information relevant to the waiver request to ensure acceptance of the waiver petition application for processing.

Legend:	<u>✓</u> <u>NA</u>	Information Provided Not Applicable	<u>X</u> Information Not Provided, Justification Attached
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- X — 1. Vicinity map scale 1" = 2,000' indicating and identifying the total boundary of the property, exact site location, vicinity roads and north arrow.
- X 2. Bearings and distances of property boundary lines for the entire tract and size of tract area.
- X 3. North arrow and scale of plan.
- X 4. Location, extent, boundary lines and area of any proposed lots.
- X 5. Any existing or proposed building(s), structures, points of access, driveways, topography, natural features and other objects and/or uses on the subject and adjacent properties which may be relevant to the petition; i.e. historic structures, cemeteries or environmentally sensitive areas.
- X 6. Delineation of building setback lines.
- X 7. Delineation of all existing public road and/or proposed street systems.
- X 8. Identification and location of all easements.

- X 9. Approximate delineation of floodplain, streams, wetland and forested areas, if applicable, and/or provide a professional certification that environmental features do not exist on the property.
- N/A 10. Road profile to evaluate sight distance, if the application includes a request for direct access to a major collector or more restrictive roadway classification.
- X 11. Any additional information to allow proper evaluation (e.g. for waivers to wetland buffers an alternative analysis and mitigation proposal are needed; for waivers to SDP requirements where there is no subdivision of land, an APFO Roads Test evaluation may be needed, for waivers of final plat or SDP, a copy of property deeds to confirm legal creation or status of property is needed).
- X 12. Photographs, perspective sketches or cross-sections as necessary to adequately portray the waiver request.
- X 13. The exhibit plans should be highlighted to accurately illustrate the requested waiver(s) to allow proper evaluation (i.e. proposed grading, tree clearing or other disturbances within environmentally sensitive areas or buffers).
- X 14. Submit 2 sets of photographs for all existing on-site structures.
- N/A 15. Identify the location of any existing wells and/or private septic systems.

N/A 16. **Route 1 Manual**
 Compliance with the Route 1 Manual is required for new development and some alterations or enlargements located in the CE, TOD and CAC zoning districts and for other zoning districts located within the Route 1 corridor. All plan submissions, beginning with the initial subdivision or site development plan, shall show all applicable streetscape, site and building designs responding to the Route 1 Manual's requirements and recommendations. All plan submissions shall provide a written summary of how the proposed design achieves the objectives of the Route 1 Manual. Also, building design and schematic architectural elevation details must be included with the initial subdivision or site development plan submission.

N/A 17. **Route 40 Design Manual**
 Compliance with the Route 40 Design Manual is required for new development and redevelopment projects located in the Traditional Neighborhood Center (TNC) zoning districts and on parcels located within the Route 40 Corridor as defined in the Route 40 Design Manual. All plan submissions within the Route 40 corridor, beginning with the initial subdivision or site development plan, shall show all applicable streetscape, site and building designs responding to the Route 40 Design Manual's requirements and recommendations. All plan submissions within the Route 40 corridor shall provide a written summary of how the proposed design achieves the objectives of the Route 40 Design Manual. Also, building design and schematic architectural elevation details must be included with the initial subdivision or site development plan submission.

X 18. **Property Deeds** – Information to confirm the legal creation or status of the property to be improved. (Copy of deeds from Howard County Land Records Office or record plat name and recording reference number). **A complete chronological deed history is required for all deeded residential properties. Provide 2 copies of the recorded deeds for the subject property tracing its history back to 1960.**

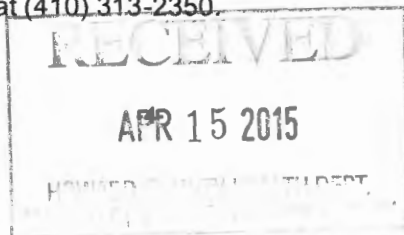
X 19. Please complete the following:

A pre-submission meeting was held with DPZ on February 5, 2015 with _____ [date] _____, if applicable.

 [DPZ, Director, DLD Division Chief or other SRC representatives]

VI. **Fees**

The Waiver Petition application fee shall be in accordance with the adopted fee schedule. All checks shall be made payable to the *Director of Finance*. **The petition will not be accepted for processing until the fee has been paid. Incomplete, incorrect or missing information may result in the rejection of the application and could cause additional time to be required to revise the petition for resubmittal and re-review.** For more information or questions, contact DPZ at (410) 313-2350.



**Howard County Department of Planning and Zoning
Division of Land Development**

**INITIAL SUBMISSION
WAIVER PETITION WORKSHEET
(For DPZ Use Only)**

Project Name _____ **DPZ File No.** _____
DPZ Plan Reviewer _____ **Submission Date** _____
Plan Consultant Representative _____ **Time** _____

- I. Application Requirements** *Indicate Yes, No or N/A*
- a. Application is complete _____
 - b. Required number of plans and applications are provided..... _____
 ___ Plans (15 sets on County Road or
 ___ Applications 19 sets on State Road)
 - c. Supplemental Information is provided _____
 - d. Certification of pre-submission community meeting and summary of community comments with dated responses to all meeting attendees within 60 days is provided and three week notice given to DPZ and County Council, if applicable _____
 - e. Certification of pre-submission HDC advisory meeting for new projects in Historic District or listed in Historic Sites Inventory _____
 - f. Photographs of existing structures (for Historic Preservation Review) _____
 - g. MAA Approval Letter (if applicable) _____
 - h. Written summary of Route 1 Manual/Route 40 Design Manual compliance (if applic) _____
 - i. DAP project design recommendation for Route 1/Route 40 projects _____

- II. Fee Computation** **Fee**
- Number of waivers requested..... _____
 - * Base Fee for first two waiver sections (**\$450**) _____
 - Fee for each additional waiver section (___ additional waivers x **\$50** each)..... _____
 - * (Maximum fee of **\$350** for Agricultural Preservation parcels)
- TOTAL** _____

III. Certification

Cash Receipt No. _____ Amount _____
SAP Acct 1000000000-3000-3000000000-PWPW000000000000-432530

Check issued by _____

- ___ Waiver petition application is accepted for processing.
- ___ Scheduled SRC meeting date.
- ___ Waiver petition application is rejected.

Reason: _____

___ Resubmission is accepted. Date _____ Staff initials _____

Comments/Notes _____

VII. **Owner's/Petitioner's Certification**

I/WE the undersigned fee simple owner(s) hereby make application to the Howard County Department of Planning and Zoning to relax the minimum requirements of the Howard County Subdivision and Land Development Regulations. The undersigned hereby certifies the information supplied herewith is correct and complete, confirms that the regulations and policies as referred to in the attached are understood, and authorizes periodic on-site inspections by the Howard County Subdivision Review Committee agencies. ***If the applicant is the owner's agent, written documentation from owner granting that authority is required at the time of the submission.**

Owner's authorization attached *

 (Signature of Property Owner) (Date)
 (Fee Simple Owner Only)

Catholic Archdiocese of Baltimore, a Corporation Sole

 (Name of Property Owner)

320 Cathedral St.

 (Address)

Baltimore MD, 21201

 (City, State, Zip Code)

E-Mail djohnson@archbalt.org

410-547-5340

 (Telephone) (Fax)

Contact Person: Doug Johnson

 4/13/15
 (Signature of Petition Preparer) * (Date)

Whitney Bailey Cox & Magnani, LLC

 (Name of Petition Preparer, Surveyor/Engineering/Architect or Agent/Developer)

849 Fairmount ave. Suite 100

 Address)

Baltimore MD, 21286

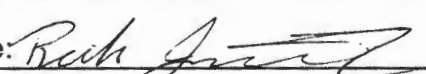
 (City, State, Zip Code)

E-Mail rhughes@wbcm.com

410-512-4500

 (Telephone) (Fax)

Contact Person: Randall Hughes

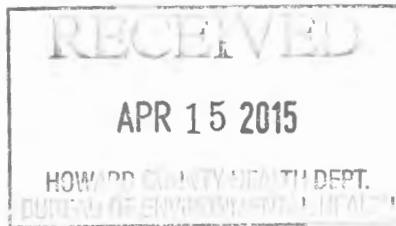
Leasee:
 Signature: 

Address: 100 Constellation Way, Suite
 1000 C, Baltimore MD 21202

Email: rick.justice@constellation.com

Telephone: 410-470-4244

Contact Person: Rick Justice



Jackson, Rashidi

From: Randall Hughes <rhughes@WBCM.com>
Sent: Tuesday, April 14, 2015 10:20 AM
To: Jackson, Rashidi
Subject: WP-15 129 Constellation Solar Farm

Rashidi,

This is follow up justification requested during this mornings submission meeting.

The project is being developed by Constellation as a solar farm which will have a 20 year lease from the property owner, the Roman Catholic Archdiocese of Baltimore. At the end of the 20 year lease period the owner wishes the property to be available for a use other than solar farm if so desired. For the proposed projects forest conservation requirements using the property as the net tract area the existing forest on site could be used to meet requirements but the owner does not want the long term protection that would be required to exceed the 20 year term of the solar farm lease. Since long term protection is not a viable option we are therefore requesting this waiver to use the project area as the net tract area and utilize a forest bank or fee-in-lieu to meet the requirements. This solution would not be tied or dependent upon the project lease term.

Thank you,
Randy Hughes

APR 15 2015
DEPT.

ONSITE SOLAR PHOTOVOLTAIC SYSTEM SITE LEASE AGREEMENT

This Onsite Solar Photovoltaic System Site Lease Agreement (“**Lease**”) is made and entered into as of the effective date set forth on the signature page below (“**Effective Date**”), between the lessee party set forth on the signature page hereto (“**Lessee**”), and the lessor party set forth on the signature page hereto (“**Lessor**”). Lessor and Lessee are referred to herein each individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Lessee and Lessor have entered into that certain Onsite Solar Power Purchase Agreement, dated as of even date herewith (“**PPA**”), pursuant to which Lessee agreed to build, own, operate and maintain the Facility (as defined in the PPA) and Lessor agreed to purchase the output thereof from Lessee;

WHEREAS, Lessor is the owner of the real property and improvements as more particularly described in Exhibit A (“**Property**”) at which the Facility will be installed; and

WHEREAS, Lessee desires to lease from Lessor and Lessor desires to lease to Lessee certain premises which is part of the Property, which premises are described and defined in Section 2 below, in order to build, own and operate the Facility, on the terms and conditions contained herein and in the PPA.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Lessee and Lessor hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meanings given to them in the PPA.

(a) “Affiliate” means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such Person.

(b) “Applicable Law” means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority that apply to any one or both of the Parties or the terms thereof.

(c) “Effective Date” has the meaning given to it in the preamble hereto.

(d) “Event of Default” has the meaning given to it in Section 11(a).

(e) “Expenses” means any and all expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter indemnified against hereunder (including, without limitation, court filing fees, court costs, arbitration fees or costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals), and any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages,

expenses, deficiencies or other charges with respect thereto, but excluding in any event any lost profits and other special or consequential damages, which result from the indemnifiable events described in Section 9.

(f) “Facility” has the meaning given to it in the PPA.

(g) “Hazardous Materials” means without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants, contaminants, radon, asbestos, lead or lead based paint, oil and petroleum products and their by-products, polychlorinated biphenyls or related materials, and mold, dangerous fungi, bacterial or microbial matter contamination or pathogenic organisms that reproduce through the release of spores or the splitting of cells, as those terms may be used or defined in any Applicable Law.

(h) “Lease” has the meaning given to it in the preamble hereto.

(i) “Lease Expiration Date” has the meaning given to it in Section 7(a).

(j) “Lessee” has the meaning given to it in the preamble hereto.

(k) “Lessee Group Member” means Lessee, its successors and permitted assigns, its officers, directors, employees and agents, and its Affiliates and their respective successors and permitted assigns.

(l) “Lessee Indemnitees” has the meaning given to it in Section 9(b).

(m) “Lessor” has the meaning given to it in the preamble hereto.

(n) “Lessor Group Member” means Lessor, its successors and permitted assigns, its officers, directors, employees and agents, and its Affiliates and their respective successors and permitted assigns.

(o) “Lessor Indemnitees” has the meaning given to it in Section 9(a).

(p) “Mortgage” has the meaning given to it in Section 6(b).

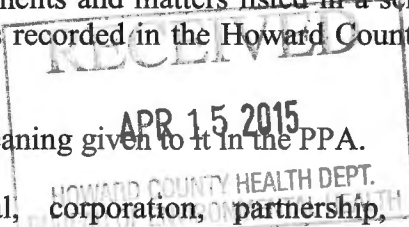
(q) “Mortgagee” has the meaning given to it in Section 6(b).

(r) “Permits” has the meaning given to it in Section 4(b).

(s) “Permitted Encumbrances” means any and all instruments and matters of record or in fact, including but not limited to the instruments and matters listed in a schedule attached hereto as Exhibit C, any instruments and matters recorded in the Howard County land records, and any utility rights of way on the Premises.

(t) “Permitted Transferee” has the meaning given to it in the PPA.

(u) “Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated



organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

- (v) “PPA” has the meaning given to it in the Recitals hereto.
- (w) “Premises” has the meaning given to it in Section 2.
- (x) “Property” has the meaning given to it in the Recitals hereto.
- (y) “SNDA” has the meaning given to it in Section 6(b).
- (z) “Taxes” has the meaning given to it in Section 8.
- (aa) “Term” has the meaning given to it in Section 7(a).
- (bb) “Transfer” has the meaning given to it in Section 4(c).

2. Lease. Lessor does hereby lease to Lessee on an exclusive basis the entire Property as shown as the cross-hatched area of the Premises Site Plan in Exhibit B (“**Premises**”) for the Term of this Lease. Prior to thirty (30) days after the Effective Date, the Lessee shall at its expense obtain an instrument survey of the Premises (the “**Survey**”). The Parties agree that upon completion of the Survey, the parties shall amend this Lease to replace Exhibit B with a Survey drawing of the Premises and the applicable legal description contained therein. The permitted uses of the Premises under this Lease shall include but not be limited to all rights needed to connect the Facility as provided under the PPA and as set forth herein, to provide electricity generated by the Facility as provided under the PPA, and to house and maintain all the metering and related equipment which is part of the Facility and which Lessee provides to comply with its obligations under the PPA..

3. Rent. In addition to other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, Lessee has paid Lessor, as and for rent of the Premises for the Term, ten U.S. dollars (\$10.00) on the date hereof and on each anniversary of the Commercial Operation Date (as defined in the PPA) during the Term. Lessee shall have the right, but not the obligation, to prepay any rent due under this Lease. Notwithstanding the foregoing, in the event that the PPA is terminated early due to the application of Section 7.3(e) of the PPA as a result of a Change in Law, and Lessee continues this Lease pursuant to Section 7.3(e) of the PPA, then the rent shall be as set forth in Section 7.3(e) of the PPA.

4. Use of the Premises; Facility Operation and Ownership

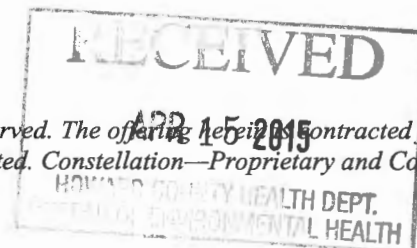
(a) Lessee shall have the right to occupy and use the Premises for the sole purpose of the installation, operation and maintenance of the Facility. Lessee shall not make any other use of the Premises without the prior written consent of Lessor. Lessor and Lessee acknowledge and agree that such rights of Lessee shall include, without limitation, the rights to:

- (i) operate the Facility on the Premises;

- (ii) maintain, clean, repair, replace and dispose of part or all of the Facility;
- (iii) add or remove equipment as needed to increase or decrease the capacity of the Facility;
- (iv) access the Premises with guests for promotional purposes during normal business hours and at other times as are acceptable to the Lessor in its reasonable business judgment;
- (v) subject to the terms of the PPA, publish factual information related to the Facility on its website and through other forms of electronic media, where such information may include, but is not limited to, the location of the photovoltaic system, the name of the Lessor, and other features of the Facility;
- (vi) install and maintain at Lessee's sole cost and expense such equipment as is necessary for remote monitoring of the Facility;
- (vii) conduct an in-person physical inspection of the Facility and the Premises; and
- (viii) perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in paragraphs (a)(i) through (a)(vii) of this Section 5.

(b) Lessee will obtain all governmental permits, licenses, certificates, approvals, variances necessary for the operation of the Facility ("**Permits**"). Lessor hereby gives its consent to any action reasonably taken by Lessee in applying for any and all Permits Lessee finds reasonably necessary or desirable for the operation of the Facility, and hereby appoints Lessee its agent for applying for such Permits and agrees to cooperate with Lessee with respect to making such applications and obtaining such Permits. Lessee will carry out the activities permitted under this Lease in accordance with Applicable Law and in such a manner as will not unreasonably interfere with Lessor's operation or maintenance of the Property.

(c) Lessor acknowledges and agrees that (i) Lessee is and shall remain the exclusive owner and operator of the Facility, which is Lessee's personal property, (ii) Lessor has no right or interest in or to the Facility, except for the purchase options in the PPA, (iii) the Facility may not be sold, leased, assigned, mortgaged, pledged or otherwise transferred, alienated or encumbered (each, a "**Transfer**") with the fee interest or leasehold or other rights in or to the Property or otherwise by Lessor; and (iv) notwithstanding anything to the contrary herein, unless the Facility is purchased by Lessor in accordance with the provisions of the PPA, Lessee has the right to remove the Facility and its other personal property from the Property upon the expiration or earlier termination of this Lease, in accordance with Section 8(b) below. Lessee shall be entitled, and is hereby authorized, to file one or more precautionary financing statements (and any amendments thereto) in such jurisdictions as it deems appropriate with respect to the Facility in order to protect its rights in the Facility.



(d) Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including, without limitation, lender's, mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the Facility or any interest therein. Lessor also shall pay promptly before a fine or penalty may attach to the Facility any taxes, charges or fees of whatever type of any relevant governmental authority for which Lessor is responsible. If Lessor breaches its obligations under this Section 5(d), it shall promptly notify Lessee in writing, shall promptly cause such liens to be discharged and released of record without cost to Lessee, and shall indemnify Lessee against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such liens.

(e) Except as set forth in the last sentence of Section 5(c) above, Lessee shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including, without limitation, lender's, mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to Lessor's fee estate in the Premises. Lessee also shall pay promptly before a fine or penalty may attach to the Premises any taxes, charges or fees of whatever type of any relevant governmental authority for which Lessee is responsible. If Lessee breaches its obligations under this Section 5(e), it shall promptly notify Lessor in writing, shall promptly cause such liens to be discharged and released of record without cost to Lessor, and shall indemnify Lessor against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such liens.

(f) Lessee shall have no liability or responsibility whatsoever with respect to the existence or remediation of any Hazardous Materials in, on or under the Premises or the Property, except for Hazardous Materials brought (or caused or permitted to be brought) onto the Property by Lessee, employees, agents, contractors or guests. Lessee indemnifies Lessor for all Expenses incurred by Lessor due to any violation of Applicable Law by Lessee and its employees, agents, contractors or guests and any Hazardous materials brought (or caused or permitted to be brought) onto the Property by Lessee, employees, agents, contractors or guests.

(g) The Lessee shall construct, operate and maintain the Facility in accordance with Prudent Industry Practices and shall comply with all Applicable Laws.

(h) The Lessee shall, throughout the Term, keep and maintain all of the Premises in neat, orderly, clean and safe condition, free of unreasonable accumulations of rubbish, and shall (i) remove unreasonable accumulations of ice and snow for any access to the Premises in Lessee's discretion, (ii) maintain open space on the Premises as a grass field, mow the grass areas (including grass outside the fence) at any time the grass shall exceed one foot in height and otherwise reasonably manage the vegetation on the Premises, and (iii) maintain areas around all fences and signs in a neat and orderly condition. The Lessor shall have no obligation under this Lease whatsoever with respect to the physical maintenance or repair of the Premises or Facility.

(i) Lessee shall erect and maintain in good repair a perimeter fence around the Facility of a type and style approved by Lessor, such consent shall not to be unreasonably withheld, and shall provide locks for all points of entry to the Facility. Lessee shall have sole

responsibility for security and safety of the Premises and the Facility. At the end of the Term, the fence shall be removed according to Section 8.

(j) Lessee shall not install or attach any signage to the Premises without Lessor's prior written approval, which shall not be unreasonably withheld. Lessee shall, on or before the initial date of commercial operations, install signs indentifying the Facility to be situated at locations designated by Lessor.

(k) Prior to commencing construction on the Premises, Lessee shall obtain Lessor's written consent to the material aspects of the design of the Facility, such consent not to be unreasonably withheld. Lessee shall not make any material changes to the Facility or the plans and specifications therefor without the consent of the Lessor, which shall not be unreasonably withheld. A change shall be considered material if it involves any material change to the size, footprint, location, manner of operation or maintenance, appearance, safety or any other material aspect of the equipment constituting the Facility. The same standard shall apply for the approval of the initial design of the Facility.

(m) The Lessee shall deliver or cause to be delivered to the Lessor at agreed-upon regular intervals reports of the progress of the design, construction and installation of the Facility. The Lessee shall provide to the Lessor any information related to the Facility or its construction reasonably requested by Lessor. Representatives of Lessor shall be permitted to attend planning and other material meetings with the contractor. Lessee shall provide Lessor Notice of any such meetings five (5) Business Days or such other reasonable period under the circumstances prior to any such meeting. Lessee shall coordinate all meetings with community groups and public hearings with Lessor and shall permit Lessor to participate in such meetings as Lessor deems appropriate.

(n) The Premises may not be used for any purpose which, in the judgment of Lessor, is contrary to law or decency or good morals or the moral teachings and beliefs of the Catholic Church or is otherwise improper or detrimental to the reputation of Lessor. The use of the Premises for solar photovoltaic and related energy operations as set forth in the PPA is an acceptable purpose.

(o) To the extent that Lessee wants or needs to subdivide the Property or Premises in connection with the Facility or the PPA, Lessee shall be permitted to do so, provided that Lessee shall bear all costs and expenses of such subdivision and shall reimburse any reasonable out of pocket costs or expenses incurred by the Lessor in connection with such subdivision.

(p) Lessee shall demolish and remove the abandoned house located on the Premises at Lessee's sole cost and expense. To the extent that there are any Hazardous Materials present in or under such abandoned house, Lessee shall remove, dispose and remediate such Hazardous Materials in accordance with Applicable Laws, but Lessee shall not be responsible for any pre-existing violations of Applicable Law related to Hazardous Materials in or under such abandoned house. Lessor shall indemnify, defend and hold harmless Lessee and the Lessee Group Members, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal,

disposal or remediation of Hazardous Materials in or under such abandoned house, except for Lessee's negligence, willful misconduct or violation of Applicable Laws in conducting such removal, disposal and remediation of such Hazardous Materials. Lessee shall indemnify, defend and hold harmless Lessor and the Lessor Group Members, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from Lessee's negligence, willful misconduct or violation of Applicable Laws in removing, disposing and remediating such Hazardous Materials at the Site.

5. Access to Premises. During the Term, Lessee shall have full access to the Property (including the Premises). Notwithstanding anything to the contrary in this Lease, Lessee shall be permitted to access the Property twenty-four (24) hours a day, seven (7) days a week for emergency purposes, as reasonably determined by Lessee. Lessee shall (a) permit Lessor and its representatives to have access to enter the Premises at reasonable hours, for the purposes of inspecting the Premises or of making repairs or replacements to the Premises, or of complying with any Applicable Law, and (b) permit Lessor, at reasonable times, to show the Premises during normal business hours to any existing or prospective lender, or any tenant, licensee or purchaser of the Property; provided, however, that Lessor shall not damage the Facility or disrupt or disturb the operation of the Facility. Lessee shall have the right to be present during any such access to the Premises by Lessor and Lessee shall have the right to approve (which approval shall not be unreasonably withheld) any repair, maintenance or other work at the Premises which could affect the Facility or the operation thereof.

6. Representations and Warranties, Covenants of Lessor

(a) Lessor represents, warrants and covenants to Lessee that (i) there are no circumstances known to Lessor or commitments to third parties that may interfere with, damage, impair or otherwise adversely affect the Facility or its operation (including activities that may adversely affect the Facility's exposure to sunlight); (ii) there are no liens, security interests or other encumbrances affecting the Premises, except for Permitted Exceptions; (iii) it will not cause, create, incur, assume, permit or suffer to exist any liens, security interests or other encumbrances on the Premises after complying with Section 4(d), except for Permitted Exceptions; (iv) the Lessor has not used, stored, handled or disposed of Hazardous Materials on or about the Premises and, to the Lessor's knowledge, no prior owner of the Property nor any existing or prior tenant, subtenant, licensee, or occupant has used, stored, handled or disposed of Hazardous Materials on or about the Premises, other than pesticides and other similar materials customarily used in farming operations; (v) Lessor has lawful title to the Property and the Premises and all right to own the Property, to lease the Premises to Lessee, and to permit Lessee to exclusively possess and access the Premises to perform all of its obligations under the PPA; (vi) Subject to the terms of this Agreement, Lessee shall have quiet and peaceful possession of the Premises throughout the term of this Lease, without hindrance or interference by Lessor or any party claiming by, through or under Lessor; (vii) Lessor shall not sell or otherwise transfer the Premises unless the new owner or tenant of the Premises agrees to be an assignee and to assume all obligations of Lessor under this Lease and the PPA in a form of written assignment and assumption agreement reasonably acceptable to Lessee; (viii) to the extent, if any, that any

third party has legal title to the Premises or any other claim, lien, encumbrance on or against the Premises, Lessor will obtain such consents or other written documents as Lessee may request in order to evidence the consent of such third party to the transactions contemplated by this Lease and the acknowledgement by such third party of the right, title and interest of Lessee in and to the Premises; (ix) Lessor will not initiate or conduct activities that could be reasonably be expected to damage, impair or otherwise adversely affect the Facility or its operation (including activities that may adversely affect the Facility's exposure to sunlight); and (x) Lessor will not conduct repairs, maintenance or replacements to the Property or the Premises or otherwise permit any other activities on the Property or the Premises that could be reasonably likely to interfere with, damage, impair or otherwise adversely affect the Facility or its function or operation, including its ability to generate electricity.

(b) In addition to the foregoing, if there is an existing deed of trust, mortgage or similar security instrument with a lien against the Premises (each a "**Mortgage**") or Lessor enters into a Mortgage after the date hereof, Lessee's rights hereunder shall be subordinated to such Mortgage; provided, however, as a condition to such subordination, Lessor agrees to obtain from the holder of each such Mortgage (each, a "**Mortgagee**") and deliver to Lessor, an executed subordination and non-disturbance agreement (an "**SNDA**") assuring Lessee that notwithstanding any default by Lessor, or any foreclosure or deed in lieu thereof, Lessee's rights under this Lease shall continue in full force and effect and its use and possession of the Premises shall remain undisturbed in accordance with the provisions of this Lease. Such SNDA will be in a form reasonably acceptable to Lessee, shall not conflict with the terms of this Lease, increase Lessee's obligations hereunder or decrease Lessee's rights hereunder or decrease Lessor's obligations hereunder or increase Lessor's rights hereunder, and shall contain a covenant by such holder that it will treat the Lease as continuing to be in effect in the event that the Lease is rejected in a bankruptcy of Lessor and Lessee exercises its right to remain in possession of the Premises as permitted under the United States Bankruptcy Code. Lessor agrees to provide such SNDA to Lessee from any existing Mortgagee within thirty (30) days of the Effective Date.

7. **Term; Removal of Facility.**

(a) The term of this Lease ("**Term**") shall commence on the Effective Date and, unless earlier terminated, shall expire at the end of the Initial Term or the last Renewal Term, as applicable, under the PPA (the "**Lease Expiration Date**"). Notwithstanding the foregoing, in the event that the PPA is terminated early due to the application of Section 7.3(e) of the PPA as a result of a Change in Law, and Lessee continues this Lease pursuant to Section 7.3(e) of the PPA, then the Lease Expiration Date shall be the date on which the PPA would have expired but for such early termination.

(b) Upon the expiration or earlier termination of this Lease, if Lessor does not purchase the Facility, then within ninety (90) days after the date of such expiration or earlier termination, Lessee shall remove the Facility and all of Lessee's other property from the Property and repair any damage to the Property caused by such removal and restore the Premises pursuant to Section 9.2(c) of the PPA. In all events, the responsibility for, and the expense of, the removal of the Facility and restoration of Lessor's Property shall be as set forth in the PPA. Upon termination, any amounts owed by each Party under this Lease shall be netted against

amounts owed by each party under the PPA into a single liquidated amount payable by Lessee to Lessor, or by Lessor to Lessee, as applicable.

(c) If Lessee fails to remove the Facility as required by Section 9.2(c) of the PPA, all items not so removed shall, at the option of Lessor, be deemed abandoned by Lessee and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to Lessee and without any obligation to account for such items and Lessee shall pay for the costs incurred by Lessor in connection therewith. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

8. Taxes. Lessor shall pay (i) all real and personal property taxes relating to the Property or any portion thereof (other than any increase in the value of the real property attributed to the value of the Facility or loss of exemptions as noted below), (ii) taxes, fees, levies or charges imposed on or measured by the income, inheritance, franchise, excess profits, items of tax preference or gross receipts payments derived from revenues from the Premises by Lessor or the owner of any interest therein, and (iii) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind which are imposed by any authority having the direct power to tax, including any city, county, state or federal government or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof, including, without limitation, any license fee, license tax, business license fee, business license tax, commercial rental tax, levy, charge, penalty, tax or similar imposition, as against any legal or equitable interest of Lessor in the Premises or any portion thereof, including, without limitation, any tax, fee, levy or charge in substitution, partially or totally, of any tax, fee, levy or charge previously included within the definition of Taxes (collectively, "**Taxes**") except for Taxes for which Lessee is responsible under this Section 8. Lessee shall be obligated to pay all pay (i) all real and personal property taxes relating to the Facility, including, any increase in property taxes due to the installation or operation of the Facility on the Premises (including any increased property taxes due to the loss of any agricultural or similar exemption paid by Lessor), (ii) any increase in property taxes due to subdivision of the Property or Premises, (iii) taxes, fees, levies or charges imposed on or measured by the income, inheritance, franchise, excess profits, items of tax preference or gross receipts payments derived from the Facility or Premises by Lessee.

9. Indemnity.

(a) Lessee Indemnity. Lessee agrees to defend, indemnify and hold harmless each Lessor Group Member from and against any and all Expenses, incurred by such Lessor Group Member to the extent that they directly arise from any claim, action, suit or proceeding by a third party for personal injury, death or property damage due to:

(i) the installation, maintenance, operation, repair, replacement or alteration of any portion of the Facility, Lessee's metering and other equipment and piping on the Premises, or the use of the Premises by Lessee or its agents, contractors or employees, or those Persons under its direction or control; or

(ii) any breach by Lessee of its obligations hereunder;

(iii) the gross negligence or willful misconduct of Lessee, or its agents, contractors or employees, or those Persons under its direction or control; or

(iv) any Hazardous Materials brought to the Premises by Lessee or its agents, contractors or employees, or those Persons under its direction or control;

provided however, that this indemnity shall not apply to the extent that the Expenses arise from the negligence or willful misconduct of, or a breach of Lessor's obligations under this Agreement by, Lessor, its agents, contractors or employees, or those Persons under its direction or control.

(b) Lessor Indemnity. Lessor agrees to defend, indemnify and hold harmless each Lessee Group Member from and against any and all Expenses incurred by such Lessee Group Member to the extent that they directly arise from any claim, action, suit or proceeding by a third party for personal injury, death or property damage due to:

(i) Activities of Lessor or its agents, contractors or employees, or those Persons under its direction or control on the Property; or

(ii) any breach by Lessor of its obligations hereunder; or

(iii) the gross negligence or willful misconduct of Lessor or its agents, contractors or employees, or those Persons under its direction or control; or

(iv) any Hazardous Materials at the Premises (excluding any Hazardous Materials brought to the Premises by Lessee or its agents contractors or employees, or those Persons under its direction or control);

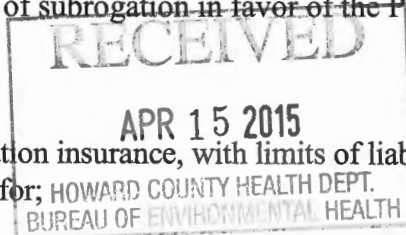
provided however, that this indemnity shall not apply to the extent that the Expenses arise from the negligence or willful misconduct of, or a breach of Lessee's obligations under this Agreement by, Lessee, its agents, contractors or employees, or those Persons under its direction or control.

10. Insurance

(a) The respective insurance requirements for Lessor and Lessee are set forth below, and shall be maintained throughout the term of this Lease. The liability of each Party under this Lease to the other Party shall not be diminished by the insurance limitations set forth below. Any cancellation of a party's required insurance coverages and any notice thereof shall be in accordance with policy provisions. All property and casualty insurance procured in accordance with this Section 10 shall contain waivers of subrogation in favor of the Parties hereto.

(b) Lessee will maintain:

(i) Workers' compensation insurance, with limits of liability at least equal to the statutory requirements therefor;



- (ii) Employer's liability insurance of not less than one million dollars (\$1,000,000);
 - (iii) Commercial general liability (including public liability, property damage and products and completed operations liability) insurance coverage covering occurrences, accidents and incidents on the Premises or related to the use, operation, or condition of the Facility that (1) occur from and after the execution date hereof (regardless of when the claim is filed) and (2) result of bodily injury, personal injury or death to any Person or entity and/or damage or destruction of property. Said insurance shall have a combined single limit of liability per occurrence of not less than two million dollars (\$2,000,000) on a primary basis and not less than three million dollars (\$3,000,000) on an excess/umbrella basis; and Lessor shall be included as an additional insured under this liability insurance,;

 - (iv) Pollution liability insurance covering hazardous material exposures, releases, damage and pollution. This insurance shall provide coverage for "bodily injury" and "property damage" with a combined single limit of liability in an amount not less than \$1,000,000 per occurrence. The Lessor must be named as an additional insured.

 - (v) Property insurance equal to the full replacement value of the Facility;

 - (vi) Lessee may satisfy the insurance requirements contained in this Lease though any combination of primary and/or excess coverage.
- (c) Lessor will maintain:
- (i) Workers' compensation insurance, with limits of liability at least equal to the statutory requirements therefor;

 - (ii) Employer's liability insurance of not less than one million dollars (\$1,000,000);

 - (iii) Commercial general liability (including public liability and property damage) insurance coverage covering occurrences, accidents and incidents on the Premises that (1) occur from and after the execution date hereof (regardless of when the claim is filed) and (2) result of bodily injury, personal injury or death to any Person or entity and/or damage or destruction of property. Said insurance shall have a combined single limit of liability per occurrence of not less than one million dollars (\$1,000,000) on a primary basis and not less than three million dollars (\$3,000,000) on an excess/umbrella basis; and

 - (iv) Lessee shall be named as an additional insured under Lessor's insurance Commercial General Liability and Excess policy in Section (c)(iii) above.

(d) Lessor and Lessee shall provide certificates of insurance and evidence of property insurance evidencing the coverages required herein. Such documents shall be provided upon execution of this Lease and annually upon renewal of the certified coverages thereafter. The document shall also indicate that the policies certified include provisions that they shall not be non-renewed, cancelled or materially changed without thirty (30) days prior written notice to other Party.

(e) Lessee and Lessor each hereby waive any claim against the other party for any loss covered by property insurance obtained by such party to the extent of proceeds recoverable thereunder. Lessee and Lessor shall each obtain from its respective insurance company or companies a consent to a waiver of right of recovery and a waiver of any right of subrogation that such company may have against Lessee or Lessor, as applicable.

(f) Each Party hereto agrees that the insurance described above to be provided by the other Party may be provided by and through blanket coverages which may be provided in whole or in part through a policy or policies covering other liabilities and locations of the Party obligated to provide such insurance and its affiliates.

11. Events of Default

(a) Events of Default. The occurrence of any one of the following shall constitute an event of default with respect to either Party ("**Event of Default**"):

(i) Failure of any representation or warranty made in this Lease to be true and correct in all material respects at any time during the Term or the failure to comply with any provision of this Lease, and such failure shall continue uncured for thirty (30) days after notice thereof by the non-defaulting Party, provided that the defaulting Party is using diligent efforts to pursue such cure and provided, further, if such failure is not capable of being cured within such period of thirty (30) days with the exercise of reasonable diligence, then such cure period shall be extended for an additional reasonable period of time (not to exceed one hundred eighty (180) days) so long as the defaulting Party is exercising diligent efforts to cure such failure; and

(ii) An Event of Default (as defined in the PPA) shall have occurred with respect to such Party under the PPA.

(b) Remedies. Upon the occurrence and during the continuation of an Event of Default, the non-defaulting Party: (i) shall have the right to pursue any and all remedies under this Lease, at law or in equity and (ii) may terminate this Lease. The removal of the Facility and Lessee's personal property from the Property shall be in accordance with the provisions of Section 7(b) above.

12. Assignment.

(i) Neither Party shall assign its interest or delegate its duties under this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), except:

(i) Lessee may assign its right, title and interest and delegate its duties under this Agreement, or any part thereof, to any Permitted Transferee; and

(ii) With Lessor's prior written consent not be unreasonably withheld, conditioned or delayed, Lessee may assign any or all of its right, title and interest in this Agreement to any bank or other lender, or to any trustee or agent acting on behalf of such lender (each, a "**Financing Party**") to whom Lessee provides a security interest in Lessee's right, title and interest in the Facility in connection with financing (or refinancing) the Facility. In connection with any such financing or refinancing, from time to time, upon request, Lessor will provide one or more written consents and estoppel certificates in form and substance reasonably satisfactory to Lessee and such Financing Party confirming such Financing Party's rights as assignee hereunder, including the right to cure defaults and to assume this Agreement and to transfer the same to one or more third parties, and will execute and deliver any other reasonable documents or agreements customarily required with respect thereto, provided that (x) such consents and estoppels do not materially change Lessee's obligations or Lessor's rights under this Agreement, (y) Lessee shall pay for all reasonable costs and expenses (including reasonable attorney's fees) incurred by Lessor in connection with such consents and estoppels.

No consent by either Party to any assignment or delegation by the other Party shall be deemed to be a novation or otherwise to relieve the assigning Party of its obligations hereunder unless otherwise expressly so stated in such written consent.

(ii) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or will be construed to confer upon any Person (other than the Parties and successors and assigns permitted by this Section and Persons expressly benefited by the provisions of Section 9) any right, remedy or claim under or by reason of this Agreement.

(iii) Any assignee assuming the obligations of a Party under this Lease must also assume the obligations under the PPA.

13. Entire Agreement; Amendments. This Lease contains the entire understanding of the Parties hereto with regard to the subject matter contained herein, and supersedes all prior agreements or understandings between or among any of the Parties hereto. This Lease will not be amended, restated, modified or supplemented except by a written instrument signed by an authorized representative of each of Lessee and Lessor; provided, however, if Lessor has been notified that Lessee has assigned any of its rights, duties or obligations under this Lease to a lender, then the prior written consent of such lender is required as well.

all obligations of Lessor under this Lease in a form of written assignment and assumption Lease reasonably acceptable to Lessee.

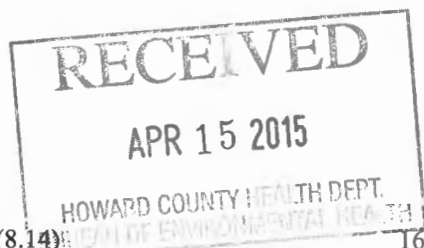
24. Further Assurances

(a) Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 24.

(b) Lessor consents to the recording of a mutually agreed upon memorandum of this Lease executed by both Parties in the land registry or title records of the county where the Premises are located or other applicable government office. Lessee shall be solely responsible for all costs and expenses incurred in connection with recording such memorandum, including all recordation and document taxes. Lessee shall be entitled to, and is hereby authorized to, file one or more precautionary financing statements, naming Lessor as the Party of record, in such jurisdictions as it deems appropriate with respect to the Facility in order to protect its rights in the Facility or in connection with the grant of a security interest in the Facility to any of its lenders.

(c) From time to time, upon written request by Lessee or its lenders, Lessor shall provide within seven (7) days thereafter (i) a lien waiver from any party purporting to have a lien, security interest or other encumbrance on the Premises, confirming that it has no interest in the Facility, or (ii) an estoppel certificate attesting, to the knowledge of Lessor, of Lessee's compliance with the terms of this Lease or detailing any known issues of noncompliance, provided that with respect to (ii), Lessee shall reimburse Lessor for any such expenses incurred in connection with such certificate, including reasonable attorney's fees.

[SIGNATURES ON FOLLOWING PAGE]



14. Notices. All notices and communications under this Lease shall be in writing and shall be (a) delivered in person, or (b) mailed, postage prepaid, either by registered or certified mail with return receipt, or (c) sent by national delivery company, addressed in each case to the person at the address set forth on the signature page hereto, or to such other address as either Party may hereafter designate to the other by such notice, and with signature confirming delivery. Notices to Lessee shall include a copy to: Constellation, Attn: Assistant General Counsel-Solar, 100 Constellation Way, Suite 1000C, Baltimore, MD 21202. All notices sent pursuant to this Lease shall be deemed received upon receipt.

15. Waiver. Any term or provision of this Lease may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof. Any such waiver will be validly and sufficiently authorized for the purposes of this Lease if, as to any Party, it is authorized in writing by an authorized representative of such Party. The failure of any Party hereto to enforce at any time any provision of this Lease will not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement will be held to constitute a waiver of any other or subsequent. Lessor hereby waives and relinquishes any lien, any right of distraint or execution, or any other present or future claim that Lessor may have now or hereafter (whether granted by statute or contract) with respect to the Facility.

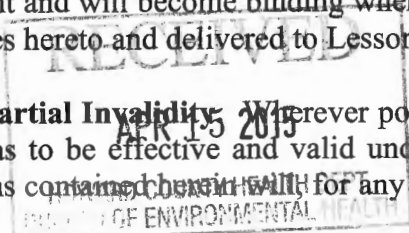
16. Remedies Cumulative. No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

17. Interpretation. Article titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Lease.

18. Governing Law. This Lease will be governed by and construed in accordance with the internal laws and decisions of the state where the Facility is located, without respect to any conflicts of law principles. The Parties waive any right to a trial by jury for any claim or counterclaim arising under this Lease. The Parties hereby irrevocably consent to the jurisdiction of the State courts and the federal courts located in the City of Baltimore, Maryland, in any action arising out of or relating to this Agreement, and waive any other venue to which either Party might be entitled by domicile or otherwise

19. Execution in Counterparts. This Lease may be executed in counterparts, each of which will be considered an original instrument, but all of which will be considered one and the same agreement and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to Lessor and Lessee.

20. Partial Invalidation. Wherever possible, each provision hereof will be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein will for any reason, be held to be invalid, illegal or unenforceable in



(i) Lessee may assign its right, title and interest and delegate its duties under this Agreement, or any part thereof, to any Permitted Transferee; and

(ii) With Lessor's prior written consent not be unreasonably withheld, conditioned or delayed, Lessee may assign any or all of its right, title and interest in this Agreement to any bank or other lender, or to any trustee or agent acting on behalf of such lender (each, a "**Financing Party**") to whom Lessee provides a security interest in Lessee's right, title and interest in the Facility in connection with financing (or refinancing) the Facility. In connection with any such financing or refinancing, from time to time, upon request, Lessor will provide one or more written consents and estoppel certificates in form and substance reasonably satisfactory to Lessee and such Financing Party confirming such Financing Party's rights as assignee hereunder, including the right to cure defaults and to assume this Agreement and to transfer the same to one or more third parties, and will execute and deliver any other reasonable documents or agreements customarily required with respect thereto, provided that (x) such consents and estoppels do not materially change Lessee's obligations or Lessor's rights under this Agreement, (y) Lessee shall pay for all reasonable costs and expenses (including reasonable attorney's fees) incurred by Lessor in connection with such consents and estoppels.

No consent by either Party to any assignment or delegation by the other Party shall be deemed to be a novation or otherwise to relieve the assigning Party of its obligations hereunder unless otherwise expressly so stated in such written consent.

(ii) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or will be construed to confer upon any Person (other than the Parties and successors and assigns permitted by this Section and Persons expressly benefited by the provisions of Section 9) any right, remedy or claim under or by reason of this Agreement.

(iii) Any assignee assuming the obligations of a Party under this Lease must also assume the obligations under the PPA.

13. Entire Agreement; Amendments. This Lease contains the entire understanding of the Parties hereto with regard to the subject matter contained herein, and supersedes all prior agreements or understandings between or among any of the Parties hereto. This Lease will not be amended, restated, modified or supplemented except by a written instrument signed by an authorized representative of each of Lessee and Lessor; provided, however, if Lessor has been notified that Lessee has assigned any of its rights, duties or obligations under this Lease to a lender, then the prior written consent of such lender is required as well.

any respect, such provision will be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable. Upon any such determination that any term or other provision hereof is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Lease so as to effect the original intent of the Parties as closely as possible in an acceptable manner, to the end that the transactions contemplated hereby are fulfilled to the extent possible in the circumstances.

21. Survival. The following provisions of this Lease shall survive the termination or expiration of this Lease: 4(c)-(e) (Facility), 8 (Taxes), 9 (Indemnity), 14 (Notices), 15-21 (Miscellaneous), 22 (Confidentiality), and 23 (Title to the Facility).

22. Confidentiality. Lessor and Lessee each agree to treat in confidence this Lease and all information regarding this Lease and the performance by the Parties of their obligations hereunder and all information which either Lessor or Lessee will have obtained from the other Party in contemplation of entering into, or in the performance of, this Lease and which is identified by the disclosing Party as confidential or proprietary and not make any use of any of such information for any purpose other than complying with its obligations under this Lease or as otherwise required by law or as necessary by Lessee to obtain all available Tax and other benefits associated with the construction and operation of the Facility; provided, however, that information shall not be deemed confidential if (a) at the time of receipt the information was already rightfully possessed by the recipient or was already in the public domain, (b) the information entered into the public domain without any action or fault of the recipient; (c) the information is obtained from any individual, firm or entity which had the unrestricted right to disclose it; (d) the information is independently developed by the recipient; or (e) the information is disclosed by the recipient with the disclosing party's prior written approval. Such information will not be communicated to any Person other than Lessor, Lessee and their respective Affiliates and each of their officers, directors, employees, agents, financiers, attorneys, Permitted Transferees and professional consultants, and Lessor's Board of Financial Administration and College of Priests Consultants, so long as such persons are bound by substantially similar confidentiality obligations.

23. Title to the Facility. Unless and until Lessor purchases the Facility pursuant to the PPA, Lessee shall at all times retain title to and be the legal and beneficial owner of the Facility, and the Facility shall remain the personal property of Lessee or Lessee's assigns and shall not attach to or be deemed a part of or fixture of the Premises. Lessee shall be entitled to, and is hereby authorized to, file one or more precautionary financing statements in such jurisdictions as it deems appropriate with respect to the Facility in order to protect its rights in the Facility. Lessor hereby further represents and warrants to Lessee that it has all right to own or lease the Premises, and is not subject to any contractual restrictions that would prevent Lessee from leasing the Premises and performing all of its obligations under this Lease, including but not limited to inspection, survey, installation, maintenance, operation, equipment removal, and other services as necessary. Lessor shall not sell or otherwise transfer the Premises or terminate its lease of the Premises unless the new owner or tenant of the Premises agrees to be an assignee and to assume

all obligations of Lessor under this Lease in a form of written assignment and assumption Lease reasonably acceptable to Lessee.

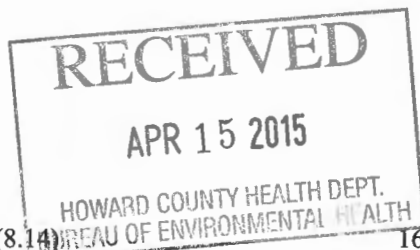
24. Further Assurances

(a) Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 24.

(b) Lessor consents to the recording of a mutually agreed upon memorandum of this Lease executed by both Parties in the land registry or title records of the county where the Premises are located or other applicable government office. Lessee shall be solely responsible for all costs and expenses incurred in connection with recording such memorandum, including all recordation and document taxes. Lessee shall be entitled to, and is hereby authorized to, file one or more precautionary financing statements, naming Lessor as the Party of record, in such jurisdictions as it deems appropriate with respect to the Facility in order to protect its rights in the Facility or in connection with the grant of a security interest in the Facility to any of its lenders.

(c) From time to time, upon written request by Lessee or its lenders, Lessor shall provide within seven (7) days thereafter (i) a lien waiver from any party purporting to have a lien, security interest or other encumbrance on the Premises, confirming that it has no interest in the Facility, or (ii) an estoppel certificate attesting, to the knowledge of Lessor, of Lessee's compliance with the terms of this Lease or detailing any known issues of noncompliance, provided that with respect to (ii), Lessee shall reimburse Lessor for any such expenses incurred in connection with such certificate, including reasonable attorney's fees.

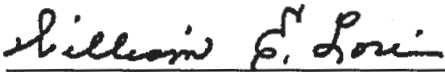
[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Parties hereto have caused this Onsite Solar Photovoltaic System Site Lease Agreement to be executed by their duly authorized persons.


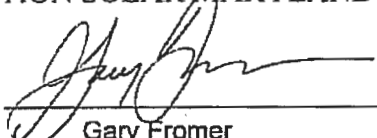
LESSOR NAME:

ROMAN CATHOLIC ARCHBISHOP OF BALTIMORE,
a corporation sole

By: 
Name: Most Reverend William E. Lori, Archbishop
Address: 320 Cathedral Street
Baltimore, MD 21201

LESSEE NAME:

CONSTELLATION SOLAR MARYLAND MC, LLC

 By: 
Name: Gary Fromer
Title: Senior Vice President
Address: 100 Constellation Way, Suite 1000C
Baltimore, MD 21202

Effective Date: March 13, 2015

EXHIBIT A

Legal Description

See Attached

RECEIVED
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HOWARD COUNTY HEALTH DEPT.
BUREAU OF ENVIRONMENTAL HEALTH

June 15, 1992

DESCRIPTION
OF A
37.239 ACRE PARCEL
FOR
ELIZABETH B. RENEHAN
THIRD ELECTION DISTRICT
HOWARD COUNTY, MARYLAND

BEGINNING FOR THE SAME at a 1 foot x 1.9 foot stone found at the beginning of the Fifth or North 62½° East 50 perches line of that land which by deed dated August 23, 1954 and recorded among the Land Records of Howard County, Maryland in Liber No. 259 at Folio 580 was granted and conveyed by Monumental Realty Company to Sydney H. Renehan and Elizabeth B. Renehan, his wife; the said land being more particularly described in a deed dated February 23, 1894 and recorded among the said Land Records in Liber No. 47 at Folio 410 which was granted and conveyed by Frank W. Barlow and Clara C. Barlow, his wife, to Samuel T. Slack and John E. Slack, and running thence binding along a part of said Fifth deed line, as now surveyed,

- 1) North 59°21'01" East 591.48 feet to the westernmost right-of-way line of Maryland State Route 32 as shown on State Roads Commission of Maryland Plat No. 21874, thence leaving said Fifth deed line and binding along said westernmost right-of-way line,
- 2) 721.56 feet along the arc of a curve to the right having a radius of 5,613.52 feet subtended by the Chord: South 02°07'14" West 721.08 feet to a 2½ inch diameter pipe

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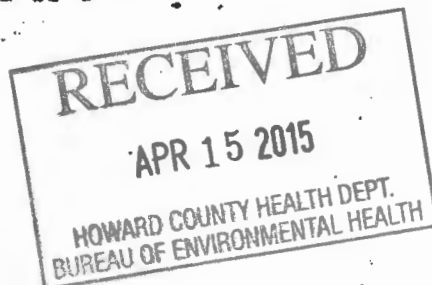
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1971 Baltimore National Pike
Suite 103
Ellicott City, Maryland 21041
(410) 841-2833
Ext. (410) 730-3714

with a 3/8" diameter rebar in center found at the end of the Fourth or South 85°56'28" East 241.21 feet line of that land which by deed dated October 29, 1987 and recorded among the said Land Records in Liber No. 1795 at Folio 136 was granted and conveyed by N. Nejat Buyukunsal and Mukadder Buyukunsal, his wife, and Elizabeth B. Renehan to N. Nejat Buyukunsal and Mukadder Buyukunsal, his wife, thence leaving said westernmost right-of-way line of Maryland State Route 32, running reversely with all of the said Fourth and thence the Third and Second lines of said land recorded as aforesaid in Liber No. 1795 at Folio 136,

- 3) North 85°53'11" West 240.87 feet to a 1/2 inch diameter rebar found,
- 4) South 05°36'42" West 267.17 feet to a rebar and cap found marked L.S. No. 4799,
- 5) South 79°23'53" East 233.00 feet to a rebar and cap found marked L.S. No. 4799 on the aforementioned westernmost right-of-way line of Maryland State Route 32, thence binding along said westernmost right-of-way line of Maryland State Route 32 as shown on State Road Commission of Maryland Plats No. 21674 and 21873,
- 6) 75.40 feet along the arc of a curve to the right having a radius of 5613.58 feet, subtended by the Chord: South 09°11'15" West 75.40 feet, thence,
- 7) South 09°34'12" West 881.39 feet,

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LAND SURVEYORS
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Suite 201
Elkton City, Maryland 21822
(410) 464-2633
Fax (410) 752-3774

- 8) South 72°57'52" West 128.00 feet, thence leaving said right-of-way line,
- 9) South 23°18'16" West 15.00 feet to a point in Old Frederick Road on and 1077.95 feet from the end of the Second or North 60 3/4° West 65.7 perches line of the aforementioned land recorded as aforesaid in Liber No. 259 at Folio 580 and more particularly described as aforesaid in Liber No. 47 at Folio 410, thence running with the remainder of said Second line and with the said Old Frederick Road and continuing with a part of the Third line of said deed recorded in Liber No. 47 at Folio 410,
- 10) North 66°43'44" West 1077.95 feet to a point in or near the center of said Old Frederick Road,
- 11) North 18°44'52" East 16.83 feet to the end of the Fourth or North 62°35'35" West 150.00 feet line of that land which by deed dated March 26, 1972 and recorded among the said Land Records in Liber No. 595 at Folio 409 was granted and conveyed by Sydney H. Renehan and Mary Elizabeth Renehan, his wife, to Joseph H. Renehan and Beverly Renehan, his wife; the said point being on the northern side of Old Frederick Road, and thence running reversely with all of the said Fourth and thence the Third and Second lines of said land recorded in Liber No. 595 at Folio 409,
- 12) South 67°55'18" East 150.41 feet, thence leaving said

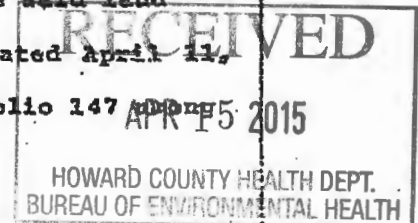
road,

- 13) North 18°44'52" East 300.00 feet to a 3/4 inch diameter iron pipe found,
- 14) North 67°55'18" West 150.41 feet to a 3/4 inch pinched iron pipe found 701.55 feet on the Fourth or South 27° 05'49" West 1,018.38 feet line of that land which by deed dated August 24, 1984 and recorded among the said Land Records in Liber No. 1282 at Folio 224 was granted and conveyed by Phyllis A. Sewell (now by marriage known as Phyllis A. Matthews) to Kenneth E. Caulder and Rosalie J. Caulder, his wife; the said point also being on the aforesaid Third or North 23 3/4° East 91 3/5 perches line of the land recorded as aforesaid in Liber No. 259 at Folio 580 and more particularly described as aforesaid in Liber No. 47 at Folio 410, thence running reversely with a part of the aforesaid Fourth line to its origin and with a part of the aforesaid Third line,
- 15) North 18°44'52" East 701.55 feet to a 3/4 inch diameter iron pipe found at the end of the Sixth or South 19°24' 37" West 497.69 feet line of that land described as Property Two, First Parcel in a Deed of Easement dated December 1, 1989 and recorded among the said Land Records in Liber No. 2121 at Folio 320, by and between James F. Hurt, Jr. and Howard County, Maryland the said land being the same property which by deed dated April 11, 1983 and recorded in Liber No. 1153 at Folio 147

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LAND SURVEYORS

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Fax (301) 738-3714



the said Land Records, which was granted and conveyed by James P. Hurt and wife, to James P. Hurt, Jr., and thence running reversely with all of the said Sixth line, being a line of possession as established between the land of James P. Hurt, Jr. and Sydney H. Renehan, et. ux. in the in the abovementioned Parcel recorded as aforesaid in Liber No. 1153 at Folio 147,

- 16) North $21^{\circ}13'49''$ East 497.63 feet to a 1-inch diameter iron pipe found on and 357.24 feet from the end of the Eleventh (last) or South 61° East $69 \frac{1}{4}$ perches line of that land which by deed dated December 1, 1952 and recorded among the said Land Records in Liber No. 138 at Folio 444 was granted and conveyed by Talbott G. Shipley and Ruth E. Shipley, his wife to Millard W. Stedding and Leona M. Stedding, his wife, thence running with the remainder of said Eleventh (last) line, and also along the Fourth or South $61 \frac{1}{2}$ East $20 \frac{1}{5}$ perches line of the aforementioned land recorded as aforesaid in Liber No. 259 as Folio 580,
- 17) South $65^{\circ}23'58''$ East 357.24 feet to the point of beginning; containing 37.239 across of land more or less.

BRING A part of that land which by deed dated August 23, 1954 and recorded among the Land Records of Howard County, Maryland in Liber No. 259 at Folio 580 was granted and conveyed by Monumental Realty Company to Sydney H. Renehan and Elizabeth E. Renehan.

SUBJECT, HOWEVER TO legal operation of two (2) instruments in

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Baltimore City, Maryland 21202
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Fax (410) 759-3774

writing, both dated July 27, 1933 and recorded among said Land Records in Liber No. 147 at Folio 434 and Liber No. 147 at Folio 435 from Frederick E. Brosenne and Bessie E. Brosenne, his wife to State of Maryland, for use of State Roads, Commission of Maryland.

SUBJECT TO legal operation of Inquisition dated May 19, 1959; State Roads Commission of Maryland vs. Sydney H. Renehan and Elizabeth H. Renehan, his wife, recorded among the said Land Records in Liber No. 346 at Folio 292. (See State Roads Commission Plats No, 21873 and 21874). Vehicular access is denied along the Eight line of the hereinabove described parcel of land.

SUBJECT TO legal operation of Agreement dated November 5, 1954 and recorded among the said Land Records in Liber No. 264 at Folio 220 between Consolidated Gas Electric Light and Power Company of Baltimore and Sydney H. Renehan and Elizabeth B. Renehan.

SUBJECT TO Deed of Easement and Right-of-Way dated January 12, 1990 and recorded among the said Land Records in Liber No. 2119 at Folio 537 made by and between Elizabeth B. Renehan and Bankers Trust Company and Baltimore Gas and Electric Company.

SUBJECT TO legal operation and effect of Agreement dated October 16, 1953 and recorded among the said Land Records in Liber No. 153 at Folio 1 between Fred Brosenne, Bessie Brosenne, his wife and Consolidated Gas Electric and Power Company of Baltimore.

NOTE: This description prepared without the benefit of a title report.

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CORPORATE OFFICES
1400 W. BROAD ST.

9715 Baltimore National Pike
Suite 103
Elkton City, Maryland 21821
(410) 411-2803
Telex 850 733 174



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Compiled RF
Checked RF
Renehan, des D-13

APR 15 2015

REC

EXHIBIT B

Premises Site Plan

See Attached

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HOWARD COUNTY HEALTH DEPT.
BUREAU OF ENVIRONMENTAL HEALTH



THESE DRAWINGS ARE THE PROPERTY OF CONSTELLATION ENERGY. DO NOT
 DUPLICATE WITHOUT THE WRITTEN CONSENT OF CONSTELLATION ENERGY.
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DISCLAIMER: ALL PROPERTY LINES ARE SHOWN FOR REFERENCE ONLY. BINDING PROPERTY
 LINES ARE DEFINED ELSEWHERE IN THE LEASE. CONCEPTUAL SITE PLAN IS SHOWN. SITE PLAN
 IS SUBJECT TO CHANGE DURING ENGINEERING, PLANNING, AND CONSTRUCTION

REV. NO.	DATE	DESCRIPTION	ONE APPROVAL	REV. NO.	DATE	DESCRIPTION	ONE APPROVAL



Constellation.
 An Exelon Company
 100 Constellation Way
 Suite 1000C
 Baltimore, MD 21202

PROJECT TITLE	ARCHDIOCESE OF BALTIMORE 1740 MD RT 32, SYKESVILLE, MD 21784
DRAWING TITLE	ARCHDIOCESE OF BALTIMORE - SOLAR LEASE PRELIMINARY NOT FOR CONSTRUCTION

DESIGNED BY:	J. C.	ONE PROJECT NO.:	112955-AD-3020
DRAWN BY:	J. C.	DRAWING NO.:	PRE-201
CHECKED BY:			
SCALE:	1"=250'		
DATE:	February 20, 2015		

IN WITNESS WHEREOF, the Parties hereto have caused this Onsite Solar Power Purchase Agreement to be executed by their duly authorized persons.

CUSTOMER NAME:

ROMAN CATHOLIC ARCHBISHOP OF BALTIMORE,
a corporation sole

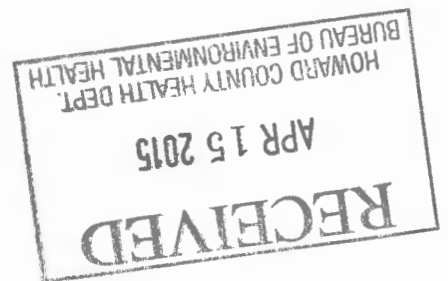
By: William E. Lori
Name: Most Reverend William E. Lori, Archbishop
Address: 320 Cathedral Street
Baltimore, MD 21201

CONSTELLATION NAME:

CONSTELLATION SOLAR MARYLAND MC, LLC

By: Gary Fromer
Name: Gary Fromer
Title: Senior Vice President
Address: 100 Constellation Way, Suite 1000C
Baltimore, MD 21202

Effective Date: March 13, 2015



Onsite Solar PPA with Lease Exhibit (8.14) 26

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EXHIBIT C

Unrecorded Permitted Encumbrances

None.