

Hampshire County Registry of Deeds
Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number	: 14759
Document Type	: AMEND
Recorded Date	: July 26, 2018
Recorded Time	: 10:58:46 AM
Recorded Book and Page	: 13028 / 111
Number of Pages(including cover sheet)	: 6
Receipt Number	: 332860
Recording Fee	: \$75.00

Hampshire County Registry of Deeds
Mary Olberding, Register
33 King Street
Northampton, MA 01060
413-584-3637
www.Masslandrecords.com

Recording requested by and
when recorded return to:

Plainfield Solar, LLC
c/o Nexamp, Inc.
4 Liberty Square, 3rd Floor
Boston, MA 02109

**2nd AMENDMENT TO NOTICE OF LEASE;
SOLAR EASEMENT**

This 2nd Amendment to Notice of Lease; and Solar Easement, amends the Notice of Lease recorded in the Hampshire County Registry of Deeds December 28, 2016, at Book 12510, Page 154, as amended by notice recorded at Book 12792, Page 93. In accordance with the provisions of Massachusetts General Laws, Chapter 183, section 4, as amended, notice is hereby given of the following described lease and easement:

Parties to the Lease:

Lessor: **Thomas B. Kusek,**
grantee of a deed of August 30, 2016, from Magdalena E. Bishop, a/k/a
Magdalena E. Bishop Thomas, recorded in Book 12390, Page 345
192 Russell Street
Hadley, MA 01035

Lessee: **Plainfield Solar, LLC**
a Delaware Limited Liability Company
c/o Nexamp, Inc.
4 Liberty Square, 3rd Floor
Boston, MA 02109

Description of Leased Property: 29 Union Street, Plainfield, MA. See attached Exhibit A.

Date of Lease Execution: December 19, 2016, as amended August 23, 2017, and June 19, 2018.

Term of Lease: The Lease shall continue for the following three periods:

(i) Development and Construction Period. The Development and Construction Period will terminate on the earliest of:

- (A) Delivery by Tenant of notice of termination;
- (B) May 13, 2019; or
- (C) the day after the Commercial Operation Date (defined in the Lease).

29 Union Street, Plainfield, MA; Book 12390, Page 345

(ii) Operations Period. Unless prior to the end of the Development and Construction Period, Tenant delivers notice to Landlord of Tenant's intention to terminate the Lease, the Operations Period will commence at 12:01 a.m. on the day after the earlier of (1) the Commercial Operation Date and (2) the conclusion of the Development and Construction Period, and will end at 11:59 p.m. on the 20th anniversary of the Commercial Operation Date. Tenant shall have the right to extend the Operations Period for two (2) five (5) year terms.

(iii) Decommissioning Period. The Decommissioning Period shall commence on the expiration of the Operations Period, and any extensions thereto, and shall continue for a period of 180 days (provided that if such 180-day term ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to July 31 of the year following the expiration of the Operations Period).

Solar Easement. Lessor/Landlord granted a solar easement under the Lease which burdens the Property (as defined by the attached Exhibit A), including, but not limited to, the right to receive without interference from natural or man-made obstructions all solar energy received by the Lease Area. Specifically,

- (i) any new structure or vegetation to the south, west or east of the Lease Area shall not be closer to the array than three times the height of the structure. For example, a 20' tall building to the south, west, or east of the solar array shall be no closer than 60' from the fence line;
- (ii) Landlord shall not allow vegetation, structures, and other objects which would impair or obstruct sunlight passage through the easement; and
- (iii) Tenant may trim or remove vegetation that would obstruct sunlight passage through the easement, and Landlord shall pay to Tenant the cost of the trimming or removal expenses.

This Notice does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and Lessor and Lessee executed and are recording this Notice solely for the purpose of providing constructive notice of the Lease and Lessee's rights thereunder. The terms, conditions and covenants of the Lease are incorporated in this Notice by reference as though fully set forth herein.

(Signatures appear on the following page.)

Witness the execution of this 2nd Amendment to Notice of Lease; and Solar Easement, under seal by said parties to the Lease as of June 19, 2018.

LANDLORD/Lessor

TENANT/Lessee

Thomas B. Kusek

Plainfield Solar, LLC

Thomas B Kusek

By: NEXAMP CAPITAL, LLC
its Sole Member
By: NEXAMP, INC.,
its Sole Member

By: _____
Name: Zaid Ashai/Robert E. Pantano
Title: Chief Executive Officer/Chief
Operating Officer

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Hampshire)

On this 19th day of June, 2018, before me, the undersigned notary public, personally appeared **Thomas B. Kusek**, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his free act and deed for its stated purpose.



WILLIAM E DWYER, JR.
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires July 5, 2024

Notary Public
My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his free act and deed and as the free act and deed of **Plainfield Solar, LLC**, a Delaware limited liability company.

Notary Public
My commission expires: _____

Witness the execution of this 2nd Amendment to Notice of Lease; and Solar Easement, under seal by said parties to the Lease as of June 14, 2018.

LANDLORD/Lessor

TENANT/Lessee

Thomas B. Kusek

Plainfield Solar, LLC

By: NEXAMP CAPITAL, LLC
its Sole Member

By: NEXAMP, INC.,
its Sole Member

By: [Signature]
Name: Zaid Ashai/~~Robert P. P...~~
Title: Chief Executive Officer/~~Chief Operating Officer~~

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared **Thomas B. Kusek**, proved to me through satisfactory evidence of identification, which was _____, to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his free act and deed for its stated purpose.

Notary Public
My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Suffolk _____)

On this 19 day of June, 2018, before me, the undersigned notary public, personally appeared Zaid Ashai, proved to me through satisfactory evidence of identification, which was Personal recognition, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his free act and deed and as the free act and deed of **Plainfield Solar, LLC**, a Delaware limited liability company.

Natasha Valentine Mehan
Notary Public
My commission expires: 7/12/2024

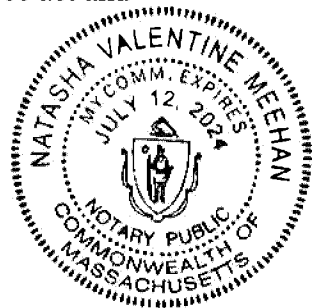


EXHIBIT A

LEASE AREA

The Lease Area is an approximately 17-acre parcel labeled “Lease Parcel Area” on the survey recorded in the Hampshire County Registry of Deeds at Plan Book 239, Pg 112. The Lease Area is a portion of the property conveyed in the deed from Magdalena E. Bishop, a/k/a Magdalena E. Bishop Thomas, to Thomas B. Kusek, dated August 30, 2016, and recorded with the Hampshire County Registry of Deeds at Book 12390, Page 345 (the “Property”).