Option License Agreement Term Sheet

The **Town of East Granby (the "Licensor)** offers to grant an exclusive Option to License a portion of property to **Greenskies Clean Energy LLC** (**the "Licensee"**) for the purpose of installing a solar array on the Property as defined below. The terms of the Option to License Agreement ("Agreement") are as follows.

1.	Licensor	**Town of East Granby CT** **9 Center St** **East Granby CT 06026**
2.	Property:	+/- __ acres located at 205 Turkey Hills Road, East Granby CT. Parcel boundaries can be found within Exhibit A-1 of this Agreement ("Property").
3.	Annual License Payment:	The Town of East Granby has the option to choose either the SCEF or the NRES program. The compensation will change depending on the program it chooses. The Annual License Payment amount can be found in Exhibit A-2 of this Agreement.
4.	Term of License:	Twenty (20) Years with three (3) options to extend the License, each by an additional five (5) years.
5.	Option Period:	Following the execution of an Option to Licensee Agreement (OLA), Licensee shall have eighteen **(18)** months to complete its due diligence (the "Option Period"). Licensee's obligation to license the Property is contingent upon completion, at Licensee's sole cost and expense, satisfactory review and approval of the following: • CT NRES or SCEF Award for this Property; • Feasibility Impact Study completed by Eversource with upgrade costs acceptable to Licensee at its sole discretion. • Investigations deemed by the Licensee to be necessary or appropriate to determine, in the Licensee's reasonable discretion, whether the Property is suited for the intended use, including but not limited to geotechnical survey, traffic study and concept/site plans. If the Licensee terminates the OLA before the end of the Option Period, neither Licensee nor Licensor shall have any further rights or obligations, except for those obligations that survive termination of the Agreement. The Licensee agrees that should it terminate the OLA before the end of the Option Period, then copies of all reports created during the Option Period will be provided to Licensor, accompanied by a legal reliance letter for the benefit of the Licensor by a third-party service provider.

Confidential

127 Washington Avenue
West Bldg, Lower Level
North Haven, CT 06473

6. Contingencies: Licensee shall have an additional two (2), six (6) month periods following the expiration of the Option Period to satisfy all contingencies named below at Licensee's sole cost and expense; such time to be called the "Contingency Period".

- Secure any required permits and approvals for the intended use of the Property; such permits and approvals may be issued by the Federal, State, County, Municipal and/or Local governments, the Soil Conservation Agency, the Sewer and Water Agencies, the Department of Transportation and any other regulatory body having jurisdiction required for the development.

- The ability of the Licensor to deliver the parcel free of all tenancies and encumbrances not already of record and not acceptable to the Licensee, which shall be contemplated in the OLA and determined during the Option Period, if necessary.

- Obtain all approvals, waivers or partial releases related to Licensee's financing of any energy project related to its use of the Property.

- Determine in its sole discretion that the Property is suitable for the development of a solar array of scale and economic value acceptable to Licensee.

7. License Commencement: The Licensee shall be prepared to commence the OLA on or about thirty (30) days after conclusion of the Contingency Period assuming the conditions above have been satisfied. It is understood and agreed to by both parties that a OLA shall be executed within four months of signing this Term Sheet.

8. Inspections & Testing: Upon acceptance of this proposal, the Licensee and its engineers, environmental consultants, architects and other agents may enter onto the Property to examine and perform non-invasive tests and inspections and perform other due diligence as the Licensee deems reasonably necessary and appropriate. The Licensee shall give the Licensor 24 hour's notification prior to accessing the Property and shall coordinate with Licensor to minimizing interference with all activities on site to the best of its ability so as not to unduly disrupt the Licensor's current operation. Licensee shall restore the Property to the condition in which it was found and shall suffer no liens of any kind placed upon the Property. Licensee shall remove any lien within five (5) business days of the date Licensee is notified of that lien. Upon acceptance of this proposal, the Licensor shall make available pertinent information in its possession and control regarding the Property, such as surveys, studies and reports that are in Licensors possession to the Licensor for its review. Licensee shall indemnify, defend and hold harmless Licensor for any claims, loss, bodily injury, property damage or other harm without limitation arising from

Confidential

127 Washington Avenue
West Bldg, Lower Level
North Haven, CT 06473

Licensor's activities under this Section 8. The forgoing obligation shall survive termination of this Agreement.

9. Non-Binding: Except as specified in Section 8 above, this Agreement represents an understanding between Licensee and Licensor and is not intended to create legally binding obligations and is therefore not legally enforceable.

10. Governing Law This Agreement has been delivered in, and shall in all respects be governed by, and construed in accordance with, the laws of the State of Connecticut applicable to agreements made and to be performed entirely within such State. Each Party irrevocably agrees, accepts and submits itself to the jurisdiction of the courts located in the State of Connecticut.

Signatures on next page.

127 Washington Avenue
West Bldg, Lower Level
North Haven, CT 06473

Licensee:
Date:

_____
Print Name:

Licensor:
Date:

_____
Print Name:

127 Washington Avenue
West Bldg, Lower Level
North Haven, CT 06473

Exhibit A-1

Licensor shall License from Licensor all portions of property outlined below in blue.

Details on the parcel boundaries are as follows:

To the north: Property now or formerly owned by **Connecticut Light and Power Co**

To the south: Property now or formerly owned by **O J Thrall Inc**

To the east: Property now or formerly owned by **O J Thrall Inc**

To the west: Property now or formerly owned by **O J Thrall Inc**

Property: 205 Turkey Hills Road, East Granby CT

127 Washington Avenue
West Bldg, Lower Level
North Haven, CT 06473

Exhibit A-2

Pricing: Please see RFP response attached to this Term Sheet

127 Washington Avenue
West Bldg, Lower Level
North Haven, CT 06473