

## ACCESS LICENSE AGREEMENT

This Access License Agreement (the “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015 (the “Effective Date”), between GRE 360 Fairfield RR LLC, a limited liability company duly formed under the laws of the state of Connecticut (the “Licensee”), and the [Parking Authority of Fairfield], a [\_\_\_\_\_] (the “Licensor”; and together with Provider, each, a “Party” and together, the “Parties”).

### WITNESSETH:

WHEREAS, the Licensor has entered into that certain [Lease Agreement, dated [\_\_\_\_\_] with the Town of Fairfield] whereby the Town of Fairfield granted to Licensor a leasehold interest in the Property (as hereinafter defined);

WHEREAS, the Licensee has entered into that certain Solar Power & Services Agreement dated \_\_\_\_\_, \_\_ 2015 with the Town of Fairfield (the “SPSA”) attached hereto as Exhibit A whereby the Licensee agreed to install the System (as hereinafter defined) on the Property and sell, and the Town of Fairfield agreed to purchase, one hundred percent (100%) of the electrical production of the System;

WHEREAS, in order to permit Licensee to perform its obligations under the SPSA, Licensor desires to grant to Licensee access rights equivalent to those that are provided for in the SPSA.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. DEFINITIONS

1.1. Definitions. In addition to other terms specifically defined elsewhere in this Agreement, where capitalized, the following words and phrases shall be defined as follows:

“Access License” shall mean a royalty-free license for the duration of this Agreement, granted to the Provider, Lender, their successors and permitted assigns, and their respective agents and contractors pursuant to, and as further described, in Section 2.1.

“License Fee” shall mean the sum of TWELVE THOUSAND AND 00/100 U.S. DOLLARS (\$12,000.00) per annum.

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution and interconnection services to Licensor or the Town of Fairfield at the Property.

“Property” means the property described in Exhibit C.

“System” is the photovoltaic solar power generation system owned and/or operated by the Provider and installed at the Property as described in Schedule 2 of the Appendix of the SPSA. System also includes the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring interconnected with the Local Electric Utility.

“Term” means the term of the SPSA.

Capitalized terms not defined herein shall have the meaning ascribed to them in the SPSA, permitting the substitution, wherever applicable, of “Licensee” for “Provider and “Licensor” for “Host”, all alterations *mutatis mutandis*.

1.2. Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement. Words in this Agreement that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof”, “herein”, and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. Except as the context otherwise indicates, all references to “Schedules”, “Appendix or Appendices”, “Exhibits”, “Articles” and “Sections” refer to Schedules, Appendix or Appendices, Exhibits, Articles and Sections of this Agreement.

1.3. Exhibits, Schedules and Appendices. The tables below list and describe each Exhibit, Schedule and Appendix to this Agreement.

<u>Exhibit</u>	<u>Description</u>
Exhibit A	Solar Power & Services Agreement
Exhibit B	Memorandum of Access License
Exhibit C	Description of Property

## 2. GRANT OF ACCESS LICENSE

2.1. Access to Property, Grant of License. Licensee hereby grants Licensor (and its Lenders, their successors and assigns, and their employees, contractors and subcontractors) a royalty-free, irrevocable license to site, construct, install, operate, maintain, use, repair, alter and remove the System on the site specified on the attached Exhibit D, to access the System from, over or across the Property and access the Property from a public road or access route, as reasonably necessary, during the Term and for so long as needed after termination, to allow Licensee to perform the Installation Work, System Operations and System removal, including ingress and egress rights to the Property for Licensee and its employees, Lenders, and its and their contractors and sub-contractors, and access to electrical panels and conduits to interconnect or disconnect the System with the

applicable Property's electrical wiring (the "Access License"). The Access License shall not be revoked or terminated by the Licensor unless the Town of Fairfield is terminating the SPSA for a Provider Default. The Access License includes an exclusive right to the footprint where the System is located (as described in Exhibit D) and a non-exclusive right to the other portions of the Property that are reasonably required by Licensee in order to install, maintain and own the System, including a reasonable area for construction laydown and delivery and storage of materials and equipment, provided that Licensee's use of the Property shall not interfere with Licensor's normal operations on the Property (collectively, "Licensor's Property Usage"). Licensor and its authorized representatives shall at all times have access to and the right to observe the Installation Work or System removal but shall not interfere with or handle any Licensee equipment or the System without written authorization from Licensee; provided, however, in the event of a material malfunction or emergency as specified in Section 4.2 of the SPSA, Licensor shall be permitted to take those actions necessary to prevent injury as specified in Section 11.1(c) of the SPSA. The Parties shall execute and Licensor shall at its sole cost and expense record with the appropriate office where real estate records are customarily filed in the jurisdiction of such Property, a Memorandum of Access License in the form attached as Exhibit E. Licensee covenants that Licensor's ownership, use, operation and maintenance of the System shall not be disturbed or interfered with during the Term.

- 2.2. License Fee. Commencing on the first anniversary of the Commercial Operation Date, and continuing on each anniversary of the Commercial Operation Date for the remainder of the Term, Licensee shall pay Licensor the License Fee. Such payment of the License Fee shall be made to Licensor at the address appearing at the end of this Agreement, or to such person, legal entity or address as the Licensor shall designate by written notice to the Licensee.
3. Licensor Covenants. As a material inducement to Licensee's execution and delivery of the Agreement, Licensee covenants and agrees as follows:
  - 3.1. Health and Safety. Licensor shall at all times maintain the Property consistent with all Applicable Laws pertaining to the health and safety of persons and property.
  - 3.2. Security. Licensor shall provide Licensor's usual and customary level and type of security at the Property against access by unauthorized persons, including Licensor's usual and customary monitoring of all of the Property's alarms, but shall not be responsible for the maintenance, inspection or monitoring of the System or the protection of the System against casualty, Force Majeure Events or other events caused by persons not under Licensor's control.
  - 3.3. Identification of Equipment. Licensor agrees, at Licensee's request, to (i) permit Licensee to prominently label the System as Licensee's personal property, (ii) not disturb, remove or obscure, or permit any person other than Licensee to disturb, remove or obscure such labeling, and (iii) permit Licensee to replace promptly any such labeling which may be disturbed, removed or obscured.

- 3.4. Alterations. Licensor shall not make any alterations or repairs to the Property which may adversely affect the System or its access to Insolation.
- 3.5. Notice of Damage. To the extent of the actual knowledge of Licensor, Licensor shall immediately notify Licensee of any damage to or loss of the use of the System or damage to the Property that could reasonably be expected to result in physical damage to the System or reduction in Energy output.
- 3.6. Liens. Licensor shall not directly or indirectly cause or create any Liens on or with respect to the System or any interest therein. If Licensor breaches its obligations under this Section 3.6, it shall immediately notify Licensee in writing, shall immediately cause such Lien to be discharged and released of record without cost to Licensee, and shall indemnify Licensee against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.
- 3.7. Temporary storage space during installation or removal. The System Description shall describe any space required for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations or System removal, and access for rigging and material handling. Licensor shall use reasonable efforts to provide Licensee with the described spaces.
- 3.8. Licensee shall trim all foliage on the Property, to the extent permitted by Applicable Law or regulation, such that there is no material adverse effect on the insolation level from such foliage (as compared to the insolation level on the Commercial Operation Date).

#### 4. LICENSEE COVENANTS

- 4.1. Loss of Parking Spaces. Licensee covenants that there will be no loss of parking spaces as a result of the installation of the System.
- 4.2. Lighting. Licensee will provide an LED lighting system to be installed under the solar panels.
- 4.3. Time for Performing Work, Methods. Licensee covenants that it shall use commercially reasonable efforts to construct the System during the period commencing the day after Memorial Day, and ending the day before Labor Day. Licensee shall use its best efforts to block the fewest parking spaces possible, and shall comply with directives of the Fairfield Police Department regarding traffic flow, etc. If required by the Fairfield Police Department, Licensee shall employ police officers to direct traffic during construction.
- 4.4. Construction of System.
  - 4.4.1. The system shall be constructed in phases, with no more than 25% of the available parking spaces rendered unusable at any time.
  - 4.4.2. Construction shall commence in the area closest to the station building and shall end in the area furthest away from said building.

4.4.3. Construction shall be scheduled so that all of the solar carports, together with trenching and other site disturbance, is completed prior to Labor Day. In the event it is determined that said schedule will not be able to be met, Licensee shall perform work on weekends, if required to meet said schedule.

4.4.4. At all times prior to the System, and the lighting to be installed by Licensee, becoming operational, Licensee shall provide, at licensee's cost, temporary lighting at a level which existed in the parking lot prior to commencement of construction.

## 5. INSURANCE

5.1. Generally. Licensor and Licensee shall each maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: (a) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, and (b) Commercial General Liability Insurance including products and completed operations with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence. Additionally, Licensee shall carry adequate property loss insurance on the System; Licensor shall not be required to provide "all risk" property coverage for the System. The amount and terms of insurance coverage will be determined at Licensee's sole discretion. Such insurance shall be primary coverage without right of contribution from any insurance of Licensor, and shall include provisions regarding waiver of subrogation.

5.2. Certificates of Insurance. Each Party shall furnish current certificates evidencing that the insurance required under Section 5.1 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days written notice before the insurance is cancelled or materially altered.

5.3. Additional Insureds. Licensee's insurance policy shall be written on an occurrence basis and shall include the Licensor as an additional insured as its interest may appear.

5.4. Insurer Qualifications. All insurance maintained by Licensee shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

## 6. MISCELLANEOUS

6.1. Integration; Exhibits. This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement and understanding between Licensee and Licensor with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of any Exhibit the provisions of this Agreement shall prevail, and such Exhibit shall be corrected accordingly.



Any Notice to be given to the estate of any deceased or incompetent person shall be addressed to the personal representative of such deceased or incompetent person at the address of such representative or, if there is no personal representative, to the estate of the deceased or incompetent person at the address set forth in this Section.

Either party may change its address set forth in this Section by giving notice to the other party, and if applicable, to the holder of any leasehold mortgage, in accordance with this Section.

Notice shall be effective upon hand delivery or, if by registered or certified mail or Federal Express or similar overnight delivery, the date of receipt or rejection evidenced on the return receipt.

6.7. Dispute Resolution. In the event of any dispute concerning the rights or obligations of either Party, such dispute shall be governed by Section 12. Dispute Resolution of the SPSA.

6.8. Governing Law

6.8.1. 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.

6.8.2. Each Party hereby irrevocably agrees, accepts and submits itself to the non-exclusive jurisdiction of the courts of the State of Connecticut in the city Bridgeport and county of Fairfield, in connection with any legal action, suit or proceeding with respect to any matter relating to or arising out of or in connection with this Agreement or any other transaction or document related to this Agreement.

6.8.3. Each Party hereby irrevocably consents and agrees to the service of any and all legal process, summons, notices and documents out of any of the aforementioned courts in any such suit, action or proceeding, which service may be made by mailing copies thereof by registered or certified mail, postage prepaid, at the address set forth in Section 4.6 or at such other address as such Party has later specified in writing (the Parties agree that such service will become effective five (5) Business Days after such mailing). Each Party hereby agrees that service upon it, or any of its agents, in each case in accordance with this Section 4.8.3, shall constitute valid and effective personal service upon such Party, and each Party hereby agrees that the failure of any of its agents to give any notice of such service to any such Party shall not impair or affect in any way the validity of such service on such Party or any judgment rendered in any action or proceeding based thereon. Nothing herein shall affect the right of any Party to service of process in any other manner permitted by Applicable Law or to commence legal proceedings or to proceed against any other Party in any jurisdiction other than that specified above.

- 6.8.4. EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY JURISDICTION BASED UPON OR ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION OR DOCUMENT RELATED TO THIS AGREEMENT.
- 6.9. Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.
- 6.10. Relation of the Parties. The relationship between Licensee and Licensor shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Licensee and Licensor, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.
- 6.11. Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Licensee and Licensor and their respective permitted successors and assigns. Except for the rights of Lender under this Agreement, and for express beneficiaries under the indemnity provisions in Article 17 of the SPSA and Article 2 of this Agreement, nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.
- 6.12. Counterparts. This Agreement shall be executed in one or more copies, each of which shall be deemed an original.
- 6.13. Confidentiality. Licensor and Licensee agree that they and their respective agents and employees will keep the provisions of this Agreement in confidence and shall not publish or disclose any of the terms and provisions hereof at any time during the Term. The restrictions contained in this Section shall not apply to disclosures which are required to be made by Licensor or Licensee by law, in connection with litigation, to prospective purchasers, assignees, subtenants, mortgagees, investors, title companies or to their respective accountants, affiliated entities, attorneys and financial institutions.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Licensee and Licensor have executed this Agreement as of the Effective Date.

**“LICENSEE”:**

**GRE 360 Fairfield RR LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**“LICENSOR”:**

**Town of Fairfield**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

[Insert SPSA]

## **EXHIBIT B**

### **FORM OF MEMORANDUM OF ACCESS LICENSE**

After recording return to:

GRE 360 Fairfield RR LLC  
10 Main Street, Suite E  
Middletown, CT 06457

BE IT KNOWN THAT GRE 360 Fairfield RR LLC, a Connecticut limited liability company (“Licensee”), and [\_\_\_\_], a [\_\_\_\_] (“Licensor”) executed that certain Access License Agreement (“Agreement”) dated as of [\_\_\_\_] concerning the property described in the attached Schedule “A” (the “Site”). Initial capitalized terms used and not otherwise defined in this Memorandum of Access License shall have their respective meanings as set forth in the Agreement.

This Access License is granted to Licensee only for the purpose of performing its obligations pursuant to the Agreement and for no other purpose. This Access License is granted pursuant to, and is subject to the limitations in, Section 2 of the Agreement.

Licensor has granted Licensee a royalty-free license to site, construct, install, operate, maintain, use, repair, alter and remove the System on the Property, to access the system from, over or across the Property and access the Property from a public road or access route as reasonably

necessary during the Term of the Agreement and for so long as needed after termination, to allow Licensee to perform the Installation Work, System Operations and System removal, including ingress and egress rights to the Property for Licensee and its Employees, Lenders, and its and their contractors and subcontractors, and access to electrical panels and conduits to interconnect or disconnect the System with the applicable Property's electrical wiring.

The Access License includes an exclusive right to the footprint where the System is located and a non-exclusive right to the other portions of the Property that are reasonably required by Licensee in order to install, maintain and own the System, including a reasonable area for construction laydown and delivery and storage of materials and equipment, provided, that Licensee's use of the Property shall not interfere with Licensor's normal operations on the Property.

(signature pages follow)

This Memorandum may be signed in two counterpart copies of the entire document or of signature pages to the document, each of which may be executed by one of the parties hereto, but all of which, when taken together, shall constitute a single agreement binding upon the parties hereto.

DATED: as of [\_\_\_\_\_].

Licensor:  
GRE [\_\_\_\_\_] LLC

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By:  
Name (printed):  
Title:

Licensee:  
[\_\_\_\_\_]

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By:  
Name (printed):



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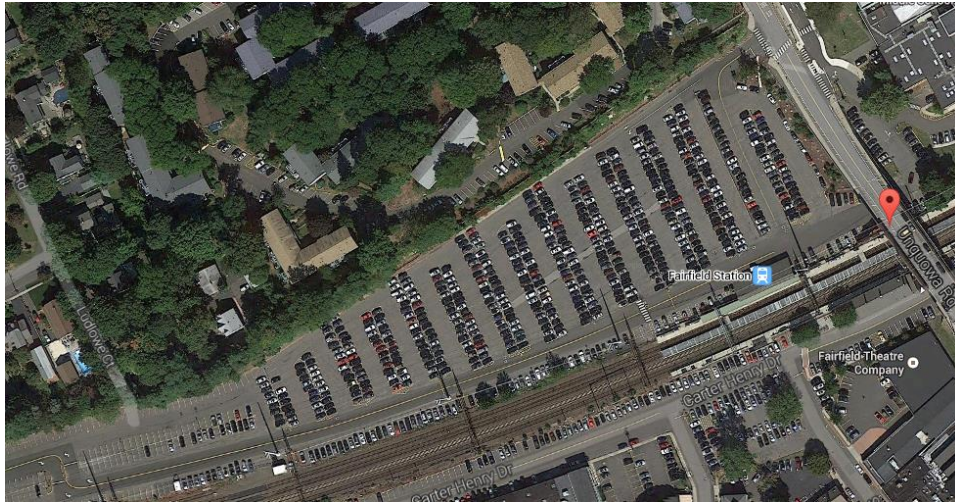
**Memorandum of Access License**  
**Schedule A**

## EXHIBIT C

### Description of Property

**Address:** 165 Unquowa Road, Fairfield, CT 06824

### Satellite Picture of Property:



### Preliminary Layout:

