

Hi Ken and Sonia,

Following up to the prior request from the Planning Board in connection with the above-referenced approved projects, below please find the language that is contained in each of the leases with the property owners for the projects, which requires removal of the solar PV systems at the end of the term of the lease.

17. **Removal.** Within one hundred eighty (180) days of the expiration or earlier termination of this Lease (the "Removal Period"), Lessee shall remove the System(s) and repair any damage to the Premises caused by such removal. Throughout the Removal Period, Lessor shall continue to provide Lessee (and its affiliates and subcontractors) with access to the Premises without payment of further rent or consideration.

A failure of the system owner (the "Lessee") to comply with this removal requirement would subject the Lessee to damages for any failure to remove, and the property owner would have the right to force removal of the system by the Lessee through injunctive relief, and it would have the right to remove and lawfully dispose of the system at the expense of the Lessee.

Also, the decommissioning estimates we delivered to the Planning Board on December 8, 2022 are still the best estimates we have. These new estimates are nearly 2.5 times the original estimates approved by the Planning Board in 2020. Notwithstanding, New Leaf recognizes that the Planning Board is interested in retaining an independent peer review of the estimates at some point. Assuming the Planning Board acknowledges extension of the approvals of the two respective projects, we are committed to working with any such peer reviewer in the future (whether at the time of a building permit application or otherwise) and adjusting the estimates accordingly. We believe that the current decisions adequately allow for such refinement of the estimates in the future. Further, the project proponents would be willing to reimburse the Planning Board up to \$2,000 to cover the fees of a qualified licensed professional engineer to conduct a peer review of each updated estimate in the future.

Please contact me if you would like to discuss. If you could kindly acknowledge receipt of this email, I would also appreciate it.

Thank you,
Greg

Gregory Sampson
Partner
Womble Bond Dickinson (US) LLP

d: 857-287-3182
m: 781-858-7361
e: Gregory.Sampson@wbd-us.com

Independence Wharf
470 Atlantic Avenue
Suite 600
Boston, MA 02210