



**NOTICE OF LEASE**  
**(and Easements)**

This NOTICE OF LEASE (this “Notice”) is made and entered into effective as of December 13, 2022 (the “Effective Date”), by and between THE PAWTUXET RIVER AUTHORITY (A/K/A PAWTUXET RIVER WATERSHED COUNCIL), a Rhode Island quasi-public benefit corporation (hereinafter, “Landlord”), and REVITY ENERGY LLC, a Delaware limited liability company (hereinafter, “Tenant” and collectively with Landlord, the “Parties”).

**RECITALS**

WHEREAS, Landlord is the owner of certain real property comprising 44.86 (+/-) acres of land located on or about Ross Simons Drive in the City of Cranston, Rhode Island and designated as Tax Assessor’s Plat 13, Lot 47 (the “Overall Property”);

WHEREAS, pursuant to the that certain Ground Lease dated as of the Effective Date (as from time to time amended, the “Lease”) between the Parties, the Landlord has leased the Premises (defined below), a portion of the Overall Property, to Tenant for the purposes of developing, installing, and operating thereon an approximately 0.250 (+/-) MW<sub>DC</sub> solar energy generation system (the “System”) subject to certain terms and conditions as further described below; and

WHEREAS, the Parties desire to provide, and per the Lease are so required to provide, and hereby do provide, constructive notice of Tenant’s rights under the Lease respecting the Premises by executing this Notice and recording the same with the City of Cranston Land Evidence Records.

NOW, THEREFORE, the Parties hereby state and give notice as follows.

1. **LEASED PREMISES**: The lease premises that is subject to the Lease is that certain portion of the Overall Property containing approximately 3.00 (+/-) acres of land, as more particularly described on EXHIBIT A attached hereto (the “Premises”) and, the Overall Property, exclusive of the Premises, is referred to herein as the “Remaining Landlord Property”).
2. **CERTAIN APPURTENANT RIGHTS, OTHER EASEMENTS**: The Lease also grants to Tenant certain access, utility, solar, and other easements over, under, and across: (i) all or a portion of the Remaining Landlord Property; and (ii) the Premises, in each case as further described in the Lease. More specifically, under the Lease Landlord has granted Tenant (including its successors, assigns, and invitees), as a non-exclusive right for the benefit of Tenant (and any other Tenant Parties), any and all now or hereafter existing rights, title, and interests of Landlord in and to any and all rights and privileges benefitting and/or otherwise respecting the Overall Property (or any portion thereof), including any and all rights of way, easements, appurtenances, alleys, and portions or strips of land adjoining or

appurtenant to or otherwise benefiting the Overall Property (including the Premises) and used in conjunction therewith, including for access, utilities, drainage and maintenance;

3. INITIAL TERM OF LEASE: The initial term of the Lease commenced on the Effective Date and continues until 11:59 p.m. (E.T.) on the last day of the month in which occurs the Twenty-Fifth (25<sup>th</sup>) anniversary of the first day immediately following the date on which the System has achieved "Commercial Operation" (as defined in the Lease).
4. EXTENSION TERMS: The Lease provides for up to three (3) successive extension terms of Five (5) years each. For purposes of this Notice, unless and until evidence of the Lease's expiration or earlier termination is recorded in accordance with *Section 5* or *Section 6* below, each extension shall be presumed to have been duly exercised in accordance with the Lease's terms.
5. TERMINATION BY MUTUAL AGREEMENT: In order to remove clouds from the Landlord's title to the Overall Property, the mutual written agreement to terminate this Notice executed by both Landlord and Tenant (or their respective successors or assigns) expressly setting forth therein that the Lease has terminated or expired, as the case may be, recorded with the Land Evidence Records of the City of Cranston shall be sufficient to effectuate the termination of this Notice and shall be sufficient evidence of such termination or expiration of the Lease.
6. TERMINATION BY AFFIDAVIT: The Lease provides that the affidavit of Landlord, recorded with the Land Evidence Records of the City of Cranston indicating that the Lease has terminated or expired, as the case may be, and that Landlord has, not fewer than Ten (10) business days before recording of such affidavit, mailed, or caused to be mailed, to Tenant by registered or certified mail, return receipt requested, notice of Landlord's intention to record such affidavit, shall be sufficient evidence of such termination or expiration of the Lease in the absence of a *lis pendens* or other objection filed by Tenant within Twenty (20) days after such recording of the affidavit by Landlord.
7. SUCCESSORS AND ASSIGNS; RUNNING WITH LAND: This Notice and the Lease shall bind and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, subject to the provisions of the Lease. All of the covenants, agreements, and easements contained in or arising under the Lease and this Notice touch and concern the Premises and/or Overall Property (as the case may be) and are expressly intended to be, and shall be, covenants running with the land and shall: (a) be binding and a burden on the Premises and/or Overall Property (as the case may be), Landlord's and Tenant's present or future estate or interest in the Premises and/or Overall Property (as the case may be), Landlord and Tenant, and their respective heirs, administrators, executors, legal representatives, successors, and assigns, and any other holder of an estate or interest in the Premises and/or Overall Property (as the case may be), including any lender or other person acquiring title upon foreclosure or by deed in lieu of foreclosure; and (b) benefit Tenant and each of its mortgagees or other grantees, and their respective heirs, administrators, executors, legal representatives, successors, and assigns. To the extent any of the



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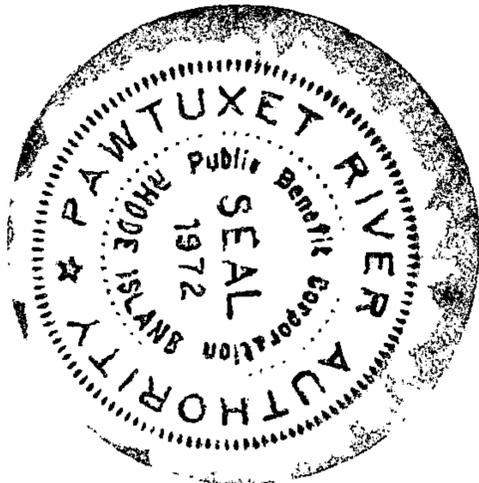
provisions of the Lease or this Memorandum are not enforceable as covenants running with the land, Landlord and Tenant intend that they shall be enforceable as equitable servitudes.

8. PURPOSE OF NOTICE: This Notice is being executed pursuant to the terms of the Lease and otherwise in order to provide constructive notice to all third parties of the leasehold interest and other rights of Tenant (and its successors and assigns) under the Lease respecting the Premises. This Notice is not intended to, nor does it, supersede, modify, amend, or otherwise change, nor shall it be used in interpreting, any of the terms or conditions set forth in the Lease. As between the Parties, in the event of any conflict between the terms of this Memorandum and the terms of the Lease, the Lease shall control.
9. COUNTERPARTS. This Notice may be executed in one or more counterparts and in duplicate originals, each which shall be deemed an original and all of which together shall constitute a single instrument.

[EXECUTION PAGES FOLLOW]



IN WITNESS WHEREOF, the Parties have executed this Notice on the date first above written.



LANDLORD:

**THE PAWTUXET RIVER AUTHORITY**

*Robert Nero*  
By: \_\_\_\_\_

Name: ROBERT J. NERO  
Title: CHAIRMAN

STATE OF RHODE ISLAND  
COUNTY OF KENT

In WARWICK, on this 20<sup>th</sup> day of December, 2022, before me personally appeared ROBERT NERO, as CHAIRMAN of The Pawtuxet River Authority, who proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency, or  personal knowledge of the undersigned, to be the party executing the foregoing instrument and he acknowledged said instrument, by him executed to be his free act and deed, his free act and deed in said capacity and the free act and deed of The Pawtuxet River Authority.

*Christopher A. D'Odio*  
\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

CHRISTOPHER A. D'ODIO  
Notary Public, State of Rhode Island  
My Commission Expires Mar. 13, 2023  
Notary ID# 60115





TENANT

**REVITY ENERGY LLC**

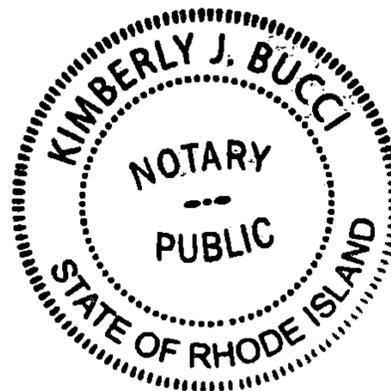
By: \_\_\_\_\_  
Name:  
Title:

STATE OF RHODE ISLAND  
COUNTY OF KENT

In Warwick, on this 31<sup>st</sup> day of December, 2022, before me personally appeared Ralph A. Palubas as Manager of Revity Energy LLC, who proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency, or  personal knowledge of the undersigned, to be the party executing the foregoing instrument and he acknowledged said instrument, by him executed to be his free act and deed, his free act and deed in said capacity and the free act and deed of Revity Energy LLC.

Kim J. Bucci  
Notary Public

Printed Name: Kimberly J. Bucci  
My Commission Expires: 10/14/2025





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EXHIBIT A

**LEGAL DESCRIPTION OF PREMISES**

[SEE ATTACHED]



12/27/2022

## Metes and Bounds Description

### Lease Area

### Cranston , Rhode Island

That certain parcel of land, with all buildings and improvements, situated southerly of Ross Simons Drive in the City of Cranston Providence County, the State of Rhode Island and shown as **Lease Area** on that plan entitled *Lease Area Exhibit, Sharpe Drive Solar, Scale 1"=80', Dated December 27, 2022, Plan by DiPrete Engineering* and being more particularly described as follows:

Commencing at a point on the southerly street line of Ross Simons Drive, said point being the most northwesterly corner of land now or formerly of Pawtuxet River Authority (AP 13 Lot 47), said point also being the northeasterly corner of land now or formerly of Luxury Brands Holdings Inc (AP 13 Lot 89):

Thence southerly, along the westerly line of said Luxury Brands Holdings Inc land, a distance of 211.65 feet;

Thence turning and interior angle of  $231^{\circ} 02' 00''$  and running westerly, along the southerly line of said Luxury Brands Holdings Inc land, a distance of 801.28 feet, more or less, to the point of beginning at the westerly corner of the herein described parcel.

Thence the following four (4) courses bounded northerly by said Luxury Brand Holdings Inc land:

1. Northwesterly a distance of 247.00 feet, more or less;
2. Northwesterly a distance of 67.00 feet, more or less;
3. Northwesterly a distance 227.28 feet, more or less;
4. Northwesterly a distance of 182.61, more or less;

Thence the following nine (9) courses through said Pawtuxet River Authority land:

1. Southwesterly with a non-tangent curve to the right, having a radius of 70.00 feet, and a distance of 55.56 feet, more or less;
2. Southwesterly a distance of 183.51 feet, more or less;
3. Southwesterly a distance of 151.18 feet, more or less;
4. Southwesterly a distance of 104.61 feet, more or less;
5. Southeasterly a distance of 17.86 feet, more or less;
6. Southerly a distance of 21.49 feet, more or less;
7. Southerly a distance of 79.28 feet, more or less;
8. Southerly a distance of 44.09 feet, more or less;
9. Southerly a distance of 79.72 feet, more or less to the northerly corner of land now or formerly Narrgansett Electric Co (AP 13 Lot 44);



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Thence southeasterly, bounded southwesterly by said Narragansett Electric Company land, a distance of 226.00 feet, more or less;

Thence northwesterly, bounded southwesterly by land now or formerly of Pontiac Reclamation LP (AP 13 Lot 3), a distance of 93.25 feet to the easterly line of land now or formerly of State of Rhode Island (AP 38 Lot 12);

Thence northerly, bounded westerly by said State of Rhode Island land, a distance of 247.00 feet, more or less, to the point of beginning.

The above described parcel contains 2.2 acres, more or less.