

LANDLORD AGREEMENT

Corpfinance International Limited (the **Lender**) has entered or is about to enter into financing arrangements with Community Solar Assets 2 Limited (the **Debtor**) pursuant to which has been or may be granted a security interest in any or all of the Debtor's or its affiliates' property (including any substitutions therefor or replacements thereof) (hereinafter the **Debtor's Leasehold Fixtures**), including, but not limited to, a rooftop-mounted, conventional photovoltaic solar project (the **Solar Project**), as same may from time to time become affixed to or be located on, wholly or in part, the real property leased by the Debtor or its affiliates located at the premises described in Exhibit A (the **Premises**).

The undersigned is the owner or lessor of the Premises.

In order for the Lender to consider making loans or providing other financial accommodations to the Debtor or its affiliates in reliance upon the Debtor's Leasehold Fixtures as collateral, the undersigned agrees as follows:

- (1) The undersigned, The Corporation of the Township of Cramahe (hereafter the **Landlord**):
 - a) acknowledges written notice of a charge of lease in respect of a lease of a portion of the Premises (the **Leased Premises**), dated November 10, 2017, between the Landlord and Community Power Northumberland Co-operative Inc. (the **Original Tenant**), which lease has subsequently been assigned by the Original Tenant and assumed by the Debtor pursuant to an agreement made between the Original Tenant, as assignor, the Debtor, as assignee, and the Landlord and dated 19 May, 2021 (the **Lease Assignment Agreement**), notice of which is registered in the Land Registry Office for the Land Titles Division of Northumberland (No. 39) as Instrument No. ND215624 (the aforementioned lease, as assigned by the Lease Assignment Agreement and amended or modified from time to time is herein referred to as the **Lease**); and
 - b) hereby confirms that the Lender has all of the rights of a secured creditor under the Mortgage (as defined below) granted to and in favour of the Lender.
- (2) The Debtor's Leasehold Fixtures and the Solar Project may be installed in or located on the Leased Premises.
- (3) The Landlord agrees with the Lender to comply with the following provisions with respect to the Debtor's financing:
 - a) The Landlord confirms that the Debtor, as tenant under the Lease, may, without consent of the Landlord, mortgage or charge its interest in the Lease and may sublet the whole or any part of its leasehold interest in the Premises as security therefor, or otherwise assign its rights herein to any lenders which provide financing to the Debtor (the **Mortgage**).
 - b) The Landlord agrees that, upon the Lender giving the Landlord written notice of the Mortgage, the Lender will, without any further action being required, have the benefit of the following provisions until such time as the

Lender advises the Landlord in writing that its Mortgage is no longer in effect (and that if the Lender so requests, the Landlord will acknowledge in writing that the Lender so benefits from these provisions):

- (1) the Landlord will give prompt written notice to the Lender of any breach or default by the Debtor, as tenant under the Lease, of its obligations under the Lease in respect of which the Landlord gives written notice to the Debtor, as tenant, and proposes to exercise any of its remedies;
- (2) the Landlord will give the Lender the right to cure any breach or default by the Debtor, as tenant, under the Lease, within a period of 60 days commencing on the later of (i) the expiry of the cure period afforded the Debtor under the Lease, and (ii) the date on which the Landlord gives the Lender notice of such breach or default pursuant to paragraph (3)b)(1); and no exercise by the Landlord of any of its rights or remedies against the Debtor will be effective against the Debtor or the Lender unless the Landlord has given the Lender such notice and opportunity to cure;
- (3) if the Lender is not capable of curing any breach or default of the Debtor, as tenant, under the Lease (such as a breach or default relating to the bankruptcy or insolvency of the Debtor), the Lender will have the right to cure all defaults that are curable within the time period specified in paragraph (3)b)(2) and the Landlord agrees that it will not terminate the Lease (or exercise any other rights or remedies against the Lender) if all curable defaults are cured by the Lender within such time period;
- (4) the Landlord agrees that if there exists at any time any receivership, insolvency, bankruptcy or similar proceedings or events relating to the Debtor or the Lender enforces the security of the Mortgage, (i) the Landlord will not terminate the Lease as a result thereof, and (ii) if the Lease is actually terminated or disclaimed in connection with or as a result of any such proceedings or enforcement, the Lender or its nominee or appointee will have the right to enter into a new lease agreement upon the same terms and conditions as the terminated Lease (the **New Lease**), provided that
 - (i) the Lender has notified the Landlord in writing of its intention to enter into the New Lease within 60 days from the date the Lender receives written notice from the Landlord that the Lease has been terminated or disclaimed; and
 - (ii) the Lender pays to the Landlord such amounts as may then be owing by the Debtor, as tenant, to the Landlord under the terminated Lease and cures or commences diligently to cure any breach or default by the Debtor, as tenant, under the terminated Lease that is capable of being cured by the Lender; and if the Lender notifies the Landlord of its intention to enter into a New Lease, then the Landlord will forthwith execute and deliver to

the Lender a New Lease;

- (5) if the Lender takes enforcement proceedings under the Mortgage and advises the Landlord of its intention in writing to maintain the Lease (the **Lender Notice**), the Lender:
 - (i) will be entitled to all of the rights of the Debtor, as tenant, under the Lease as though it were an original party thereto, and
 - (ii) will only be liable for:
 - (A) the payment of any rental arrears that the Landlord gives the Lender written notice of within twenty (20) Business Days (as "Business Day" is defined in the Lease) of the Lender Notice being given to the Landlord, and
 - (6) the cure of (or, in the case of any default which could not be cured in such time period, has commenced to cure and is proceeding diligently with respect to same) any other existing default under the Lease of which it has received written notice, other than any default of the Debtor, as tenant under the Lease, which, by its nature, is not capable of being remedied by the Lender; although the Landlord and the Debtor may modify the Lease from time to time between themselves, the Lender will not be bound by any material adverse modifications made without the Lender's prior written consent;
 - (7) all notices to the Lender from the Landlord will be in writing and will be sent by personal delivery, registered mail, email or by fax to the address, email address or facsimile number of the Lender set out in any notice that the Lender delivers to the Landlord;
 - (8) the Landlord will give any purchaser or any other person acquiring an interest in the Premises any notice received from a Lender; and
 - (9) the Landlord waives and releases in favour of the Lender any and all liens (including landlord's liens and rights of distraint and levy), hypothecs, security interests, charges, rights, claims and interests, howsoever arising, which the Landlord may be entitled to under any present or future law or equity (including by contract) in or against the Tenant's Equipment (as defined in the Lease), and the Landlord further disclaims any interest in the Tenant's Equipment and agrees not to claim to the Tenant's Equipment for so long as the Mortgage remains outstanding. The Landlord agrees that the Lender shall be permitted to enter the Premises to remove the Solar Generation Equipment (as defined in the Lease) comprising the Solar Project located the Premises provided that any damage caused by the removal of such equipment shall be repaired by the Lender or its agents to the satisfaction of the Landlord, acting reasonably.
- (4) The Landlord acknowledges the Lender's address for notice is as follows:

c/o Corpfinance International Limited

229 Niagara Street
Toronto, Ontario M6J 2L5
Attn: President
Fax: (416) 364-1012

- (5) This Agreement may not be changed or terminated orally or by course of conduct and is binding upon the Landlord and the successors and assigns of the Landlord and inures to the benefit of the Lender and the successors and assigns of the Lender.

DATED this ____ day of _____, 2021.

**THE CORPORATION OF THE TOWNSHIP OF
CRAMAHE**

By: _____

Name:

Title:

I have authority to bind the corporation.

EXHIBIT A
DESCRIPTION OF
PREMISES

Municipal Address: 80 Division Street, Colborne, Ontario

Legal Description: Part Lot 32, Concession 1, Cramahe, Parts 1,2,3 and 4, 38R5430, except 39R10632,39R10921 and 39R12589 lying south of 39R12589, Township of Cramahe, being all of PIN 51144-0168 (LT)