

LEASE

ARTICLE I

1.1 Parties. This Lease is executed as of the 6<sup>th</sup> day of August, 2020, by and between **THE ROCKY RIVER REALTY COMPANY**, a Connecticut corporation having an office at 107 Selden Street, Berlin, Connecticut 06037 ("Landlord") and **EVERSOURCE ENERGY SERVICE COMPANY**, a Connecticut corporation having an office at 107 Selden Street, Berlin, Connecticut 06037 ("Tenant").

1.2 Reference Data. Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section 1.2.

**Premises:** The land and buildings thereon located at 7, 8, 10, and 12 Westec Drive, Auburn, Massachusetts.

**Term:** One (1) year, subject to Section 2.2.

**Option(s) to Extend:** As stated in Section 2.2.

**Commencement Date:** August 31, 2020

**Expiration Date:** August 30, 2021, subject to Section 2.2.

**Fixed Rent:** As stated in Section 3.1.

**Additional Rent:** As stated in Section 3.4.

**Permitted Uses:** The Premises shall be used solely for general utility company uses including an Area Service Center, office space, garage, warehouse, industrial space, and interior and exterior storage areas.

**Public Liability Insurance Limits:** \$2,000,000 per person; \$5,000,000 per occurrence; \$5,000,000 property damage.

1.3 Exhibits. The exhibit listed below in this Section are incorporated in this Lease by reference and are to be construed as a part of this Lease:

Exhibit A - Plan of the Premises

ARTICLE II

2.1 Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Premises, as is, with all faults and without any representation or warranty on the part of Landlord, express or implied.

2.2 Term. Tenant shall hold the Premises for a term beginning with the Commencement Date, and continuing for the Term, unless sooner terminated as hereinafter provided. Following the expiration of the Initial Term, this Lease shall automatically be extended for consecutive one-year periods (each, a "Renewal Term") subject to the same terms and conditions set forth herein, unless at least 180 days prior to the expiration of the Initial Term or the then-current Renewal Term, as appropriate, a Party informs the other Party via written notice of its decision to not extend the Initial Term or the then-current Renewal Term, as appropriate, for an additional one-year Renewal Term. The Initial Term and each Renewal Term are collectively referred to herein as the "Term".

ARTICLE III

3.1 Rent. During the Term of this Lease, Tenant shall pay to Landlord the following amounts: (i) Landlord's actual costs, including its cost of capital (which consists of the cost of equity and debt), to own, construct, operate, maintain, repair, replace and improve the Demised Premises and all buildings and improvements located on the Demised Premises; (ii) all costs incurred by the Landlord for real estate taxes, personal property taxes, municipal assessments, special assessments, refuse removal, cleaning, maintenance, landscaping and snow removal for the Demised Premises; (iii) Landlord's actual cost to provide heat, air conditioning, electric service, natural gas service, telephone service, cable service, telecommunications service, water service, sewer service, sewage service and any other utility or similar services for the Demised Premises, to the extent not paid by the Tenant directly to the provider thereof; and (iv) all additional amounts that Landlord is required or permitted to charge to, or collect from, Tenant or any sub-tenant pursuant to applicable federal, state and/or local law, including but not limited to the regulations, rules and orders of the Federal Energy Regulatory Commission, the Massachusetts Department of Public Utilities and their successors; (collectively items (i), (ii), (iii) and (iv) are "Base Rent"). Each monthly payment of Base Rent is due on the first day of each calendar month during the Term. Notwithstanding any law, rule, policy or court decision to the contrary, and in order to induce Landlord to enter into this Lease, the Base Rent shall be payable free of set-off, counterclaim, abatement or reduction.

3.2 Late Payments of Rent. If any installment of Rent is paid more than five (5) days after the date the same was due, it shall bear interest at the rate of one and one-half (1.5%) percent per month from the due date, but in no event more than the maximum rate of interest allowed by law, which shall be Additional Rent.

3.3 Utilities. Tenant shall pay directly to the proper authorities charged with the collection thereof all charges for any utility services to the Premises, all such charges to be paid as the same from time to time become due.

3.4 Additional Rent. The Base Rent herein specified shall be completely net to Landlord. Accordingly, all costs, fees, charges, expenses, obligations and payments of every kind (excluding payments of Basic Rent) related to the Demised Premises, or related to Landlord's ownership thereof, or related to this Lease, that may arise, become due or relate to any event occurring during the Term of this Lease are collectively hereinafter referred to as "Additional Rent", whether or not the same are designated as "Additional Rent", shall be paid by Tenant, and Tenant shall indemnify Landlord against and hold Landlord harmless from all such costs, expenses and obligations. Tenant shall pay Additional Rent required to be paid by Tenant under the terms of this Lease, as and when the same are due under the terms of the Lease, where specified, or within seven (7) days of receipt of written notice from Landlord, where any due date is not specified in the Lease. Notwithstanding any law, rule, policy or court decision to the contrary, and in order to induce Landlord to enter into this Lease, all Additional Rent shall be payable free of set-off, counterclaim, abatement or reduction.

#### ARTICLE IV

Tenant further covenants and agrees:

4.1 Tenant's Insurance. Tenant shall at its sole cost and expense obtain and maintain throughout the Term with reputable insurance companies qualified to do business in Massachusetts, the following insurance, designating Landlord and Landlord's mortgagee as an additional insured:

(a) Commercial General liability insurance indemnifying Landlord and Tenant against all claims and demands for any injury to person (including death) or property which may occur or be claimed to have occurred on the Premises as a result of the use of the Premises by Tenant or its agents or contractors, in amounts which shall at the beginning of the Term, be not less than the amounts set forth in Section 1.2, and, from time to time during the Term, may be for such higher amounts as Landlord may reasonably require, taking into account the region in which the Premises are located and similar property, used for similar purposes.

(b) Workmen's compensation (statutory coverage) and Employers Liability Insurance with limits of not less than \$1,000,000, and any other insurance required by law or the nature of Tenant's business;

(c) Commercial Automobile or motor vehicle liability insurance covering all owned, non-owned and hired automobiles of Tenant including the loading and unloading of any automobile, with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage; and

(d) Commercial Umbrella or Excess Liability coverage with limits of \$5,000,000 per occurrence and aggregate that provides excess coverage with at least as broad terms and conditions as the primary general liability, employer's liability and commercial automobile liability policies referred to above, including coverage for Landlord as Additional Insured.

Tenant shall furnish Landlord with certificates or policies of all such insurance prior to the beginning of the Term and of each renewal policy at least ten (10) days prior to the expiration of the policy being renewed.

Tenant will satisfy the requirements under ARTICLE IV and 4.1 Tenant's Insurance through a combination of self-insurance and commercial insurance.

4.2 Indemnity. Tenant shall indemnify, defend (with counsel acceptable to Landlord) and save Landlord harmless from all actions, charges, claims, costs, damages, expenses, fines, and liabilities whatsoever arising or resulting from (i) any injury or damage to any person (including, without limitation, agents, contractors, employees or invitees of Tenant) or property on the Premises or ways adjacent thereto, or otherwise arising or resulting from the use and occupancy of the Premises, or any part thereof, by Tenant, its agents, contractors, employees or invitees, or by any thing or facility kept or used by Tenant thereon; (ii) any breach or violation of this Lease by Tenant; or (iii) any negligent or willful act, omission or misconduct of Tenant, its agents, contractors, employees, or invitees; (iv) any release, threatened release, discharge, storage or use by Tenant on the Premises, or on property adjacent thereto, of any oil, hazardous materials or hazardous or toxic waste, as defined from time to time under applicable state and federal laws and regulations; or (v) any failure and delay of Tenant in yielding up the Premises in accordance with the provisions of this Lease. This indemnity shall survive the expiration or earlier termination of this Lease.

4.3 Personal Property at Tenant's Risk. All merchandise, equipment, effects and property of every kind, nature and description belonging to Tenant or to any persons claiming through or under Tenant, which may be on the Premises at any time, shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, by theft, vandalism or by any other cause, no part of said loss or damage is to be charged to or be borne by Landlord. Landlord shall be under no obligation to provide security, lighting, fencing or any services to the Premises. Tenant further agrees to keep the Premises locked at all times during off hours and to provide the Landlord with a copy of any keys that may be required to enter the Premises.

4.4 Assignment and Subletting. Tenant shall have the right to assign or sublet this Lease, or any portion thereof, or any interest therein to any affiliate.

4.5 Compliance with Law. At Tenant's sole cost and expense, Tenant shall conform to and comply with all zoning, building, environmental, fire, health and other codes, regulations, ordinances or laws applicable to the Premises, or to Tenant's use thereof for the Permitted Uses.

4.6 Landlord's Right to Enter and Access. Tenant shall permit Landlord and Landlord's representatives to enter the Premises at any time for inspection, repairs or alterations. Tenant agrees to notify Landlord if Tenant replaces or changes any locks at the Premises, and agrees to provide Landlord with copies of keys to any such new lock prior to or upon its installation.

4.7 Yield Up. At the expiration of the Term or upon earlier termination of this Lease, Tenant shall: (i) remove all of Tenant's goods, equipment and effects; (ii) peaceably yield up the Premises and all previously approved alterations and additions thereto (except such as Landlord has requested Tenant to remove, as aforesaid) in the same condition as they were in at the beginning of the Term of this Lease or were put in during the Term hereof with Landlord's consent.

4.8 Use. Tenant shall use the Premises only for the Permitted Uses. Landlord makes no representation or warranty that the use of the Premises for the Permitted Uses is allowed by local zoning or other laws, ordinances or regulations, and any permits for such use, and all costs associated therewith, shall be the exclusive responsibility of Tenant.

4.9 Additions or Alterations. Tenant shall not make or permit any installations, alterations or additions in, to or on the Premises without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed.

4.10 Signs. Tenant shall not post, place or paint on the Premises any additional placards or signs without the prior written consent of Landlord.

4.11 Nuisance. Tenant shall not cause, permit or suffer (i) the emission of objectionable odors, fumes, noise or vibration from the Premises, or (ii) any nuisance or waste, or any unlawful, improper or offensive use of, or the accumulation of trash or debris on the Premises, or (iii) any occupancy thereof that shall be noxious or injurious to any person or property.

4.12 Costs of Enforcement. Tenant shall pay on demand Landlord's costs and expenses, including reasonable attorney's fees, incurred by Landlord in enforcing any obligation of Tenant under this Lease, or in connection with any request by Tenant for Landlord's consent, modification or approval under this Lease.

4.13 Environmental Matters. In the event of any release or threatened release of oil or hazardous materials, or hazardous or toxic waste, which arise from Tenant's operations on the Premises, any remediation response and any resulting liability shall be the sole responsibility of Tenant. In any situation requiring an immediate response, Tenant is authorized and required to take such action as may be appropriate and consistent with

the applicable law and regulations, and shall notify Landlord immediately thereafter. Tenant shall be considered the "generator" of all oil and hazardous materials, or hazardous or toxic waste, generated as a result of its activities on the Premises, for purposes of all applicable environmental laws and regulations. Tenant shall perform the duties and responsibilities of the "generator" in compliance with all applicable laws and regulations, including without limitation, identifying, packaging, manifesting, reporting, recordkeeping, handling, transporting and disposing of all oil and hazardous material, contaminated soils or hazardous or toxic waste, as well as non-hazardous wastes generated at the Premises. Tenant shall indemnify Landlord, in accordance with Section 4.2, for and from and against any liability arising from any release or threatened release, discharge, storage or use of oil and hazardous or toxic materials at the Premises, and associated with Tenant's duties and responsibilities as a "generator" under this Section.

#### 4.14 Repair and Maintenance.

a) Landlord shall be responsible for maintenance, repair and replacement, as needed, of all capital items, including but not limited to the roof, parking lots, mechanical, electrical, and plumbing equipment, exterior walls and all structural components.

b) Tenant shall be responsible for performing and paying for all operating and maintenance items including but not limited to: all utilities, HVAC maintenance, landscaping, snow removal, and cleaning.

### ARTICLE V

5.1 Casualty or Taking; Termination. In the event that the Premises, or any material part thereof, shall be taken by any public authority or for any public use, then either Landlord or Tenant may elect to terminate this Lease. Such election shall be made by the electing party giving written notice of its election to the other party within thirty (30) days after the right of election accrues.

5.2 Restoration. If this Lease is not terminated pursuant to Section 5.1 above, this Lease shall continue in force and a just proportion of the rent reserved, according to the nature and extent of the damages sustained by the Premises, but not in excess of the net proceeds of insurance recovered by Landlord, shall be abated until the Premises, or what may remain thereof, shall be put by Landlord in proper condition for use to the extent permitted by the net proceeds of insurance recovered or damages, awarded for such taking, destruction or damage, and subject to zoning and building laws and ordinances then in existence. "Net proceeds of insurance recovered or damages awarded" refers to the gross amount of such insurance or damages less the reasonable expenses of Landlord in connection with the collection of the same, including without limitation, fees and expenses for legal and appraisal services.

5.3 Award. Irrespective of the form in which recovery may be had by law, all rights to damages or compensation for any taking of the Premises, or of any interest therein, shall belong to Landlord in all cases. Tenant hereby grants to Landlord all of Tenant's rights to such damages and covenants to deliver such further assignments or endorsements as Landlord may from time to time request.

## ARTICLE VI

6.1 Events of Default; Remedies. If (a) Tenant shall default in the performance of any of its monetary obligations under this Lease, and if such default shall continue for five (5) days after written notice from Landlord to Tenant (provided that Landlord shall not be required to give such notice more than two (2) times during the Term, the third such non-payment constituting an Event of Default without the requirement of notice), or (b) if within fifteen (15) days after written notice from Landlord to Tenant specifying any other default or defaults, Tenant has not commenced diligently to correct such default and has not thereafter diligently pursued such correction to completion, or (c) if any assignment shall be made by Tenant for the benefit of creditors, or if a petition is filed by or against Tenant under any provision of the Bankruptcy Code and, in the case of an involuntary petition, such petition is not dismissed within ninety (90) days, or (d) if the Tenant's leasehold interest shall be taken on execution or by other process of law, attached or subjected to any other involuntary encumbrance, then, and in any of such cases, Landlord and its agents and servants may lawfully, immediately or at any time thereafter, and without further notice or demand, and without prejudice to any other remedies available to Landlord for arrearages of rent or otherwise, either (i) enter into and upon the Premises or any part thereof, in the name of the whole, and repossess the same as of Landlord's former estate, or (ii) mail a notice of termination addressed to Tenant at the Premises, and upon such entry or mailing this Lease shall terminate. In the event that this Lease is terminated under any of the foregoing provisions, or otherwise for breach of Tenant's obligations hereunder, Tenant covenants to pay forthwith to Landlord as compensation the total rent reserved for the residue of the Term. In calculating the rent reserved there shall be included the value of all other considerations agreed to be paid or performed by Tenant for such residue of the Term.

Tenant further covenants, as an additional and cumulative obligation after any such termination or entry, to pay punctually to Landlord all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same times as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant under the foregoing covenant, Tenant shall be credited with any amount actually paid to Landlord as compensation, as hereinbefore provided, and also with any additional rent actually obtained by Landlord by reletting the Premises, after deducting the expenses of obtaining and collecting the same.

Nothing herein contained shall, however, limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency or reorganization or arrangement with creditors, as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater than, equal to, or less than the amounts referred to above.

6.2 Landlord's Right to Cure. If Tenant shall at any time default in the performance of any Tenant obligation under this Lease, Landlord shall have the right to

perform such obligation. All sums so paid by Landlord, and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving or releasing Tenant from any of its obligations under this Lease.

## ARTICLE VII

7.1 Effect of Waivers of Default. Any consent or permission by Landlord to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by Landlord of the breach of any covenant or condition herein, shall not in any way be construed to operate so as to impair the continuing obligation of any covenant or condition herein.

7.2 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Fixed Rent, Additional Rent and any other charge then due shall be deemed to be other than on account of the earliest installment of rent then due, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy available to Landlord.

7.3 Subordination. This Lease shall be subordinate to any mortgage now existing or hereafter placed upon the Premises by Landlord, and to each advance made or to be made under any such mortgage. Tenant agrees to execute and deliver any appropriate instruments necessary to confirm such subordination.

7.4 Successors and Assigns. This Lease shall be binding upon Landlord and Tenant and their respective successors and any permitted assigns. Tenant agrees that the Landlord named herein and any subsequent Landlord shall be liable hereunder only for obligations accruing while owner of the Premises.

7.5 No Partnership. By executing this Lease, the parties do not intend to form a partnership, joint venture or any other form of common enterprise, and nothing in this Lease shall be construed to establish between the parties any relationship other than that of landlord and tenant, or to render either party liable for the debts or obligations of the other.

7.6 Intentionally omitted.

7.7 Quiet Enjoyment. Landlord agrees that upon Tenant's paying the rent and performing and observing the agreements and conditions herein on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises during the Term hereof without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease.

7.8 Notices. Any notice by either party to the other shall be in writing and shall be deemed given when delivered in hand or 5 days after having been mailed by registered mail to the Landlord addressed to:



The Rocky River Realty Company  
P.O. Box 270  
Hartford, Connecticut 06141-0270  
Attention: Real Estate Department (For U.S. Mail or Hand Delivery)

To Tenant:  
Eversource Energy Service Company  
P.O. Box 270  
Hartford, Connecticut 06141-0270  
Attention: Facilities Department (For U.S. Mail or Hand Delivery)

or such other address as Landlord or Tenant may designate in writing.

7.9 Holding Over. In the event Tenant or anyone claiming through the Tenant shall retain possession of the Premises or any portion thereof after the termination or expiration of this Lease, such holding over shall be as a tenant at sufferance at an occupancy and use charge equal to 150 percent (150%) of the Fixed Rent and any Additional Rent due hereunder for the last month of the Term, and otherwise subject to all of the covenants and conditions of this Lease.

7.10 Waiver of Subrogation. All insurance which is carried by either party with respect to the Premises or to furniture, furnishings, fixtures or equipment therein or alterations or improvements thereto, whether or not required, if either party so requests and it can be so written, and if it does not result in additional premium, or if the requesting party agrees to pay any additional premium, shall include provisions which either designate the requesting party as one of the insured or deny to the insurer acquisition by subrogation of rights of recovery against the requesting party to the extent such rights have been waived by the insured party prior to occurrence of loss or injury. The requesting party shall be entitled to have duplicates or certificates of any policies containing such provisions. Each party hereby waives all rights of recovery against the other for loss or injury against which the waiving party is protected by insurance containing said provisions, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance.

7.11 Applicable Law. This Lease, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

7.12 Partial Invalidity. If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

7.13 All Agreements Contained. This Lease contains all the agreements of the parties with respect to the subject matter thereof and supersedes all prior dealings between them with respect to such subject matter.


EXECUTED as a sealed instrument by the duly authorized representatives of the parties, as of the day and year first above written.


Landlord:

Tenant:

**The Rocky River Realty Company**

**Eversource Energy Service Company**

By:   
Name: ARMANDO PEREIRA  
Title: DIRECTOR, REPM.

By:   
Name: Salvatore Giuliano  
Title: Manager of Real Estate

### Exhibit A – Plan of Premises

